

**REQUEST FOR APPLICATIONS  
FOR  
MIDDLE RIO GRANDE VALLEY URBAN WATERS PARTNERSHIP SMALL GRANT  
ISSUED BY CIUDAD SOIL & WATER CONSERVATION DISTRICT  
IN COLLABORATION WITH THE  
MIDDLE RIO GRANDE URBAN WATERS PARTNERSHIP**

**I. INTRODUCTION**

The Ciudad Soil & Water Conservation District (Ciudad SWCD) is seeking applications (Attachment 1) to develop sustainable urban and community forestry programs at the local level in the Middle Rio Grande Basin of New Mexico from 501(c)(3) organizations and non-federal governmental entities, including public colleges and universities, and tribes and pueblos. Ciudad SWCD may award multiple contracts as a result of this Request for Applications (RFA).

Applicants may submit applications for any amount up to a maximum of **\$60,000**.

Any procurement which shall result from this RFA is valid for 8 months from date of issue as indicated in Section IX, Contact Person and Due Dates or at the termination of the agreement that is a result of the RFA, whichever occurs first.

**II. BACKGROUND**

The Middle Rio Grande Urban Waters Partnership Small Grant Program is funded through the EMNRD, Forestry Division.

Funds have been made available specifically for urban and community forestry projects in support of the Middle Rio Grande Urban Waters Federal Partnership (Partnership). The Partnership reconnects urban communities in the Middle Rio Grande Basin with the Rio Grande by improving coordination among federal agencies and collaborating with community-led revitalization efforts. The Partnership is part of a nationwide network of 19 partnerships in communities with impaired urban waters.

The Middle Rio Grande comprises a 161 mile section of the Rio Grande river, flowing from Cochiti Dam to San Marcial. The Middle Rio Grande faces numerous challenges in balancing competing needs, a growing population, and long term drought.

Ciudad SWCD may award multiple agreements as a result of this RFA.

**III. ELIGIBLE APPLICANTS**

This RFA is directed at 501(c)(3) organizations and non-federal governmental entities, including public colleges and universities, and tribes and pueblos.

All applicants must review the criteria indicated on the Federal Eligibility Checklist provided at the end of Attachment 1. Successful Applicants will be required to comply with this checklist.

All Applicants must also complete the Financial Capability Questionnaire (Attachment 2) and submit it with their Application. Successful Applicants must complete the Financial Capability Questionnaire annually.

501(c)(3) Applicants must have an Internal Revenue Service 501(c)3 designation.

#### **IV. STATEMENT OF WORK**

Ciudad SWCD seeks applications in the categories below for urban and community forestry projects that meet two (2) of the four (4) categories located within the Middle Rio Grande Valley Watershed, in the categories below:

A) Invest in Healthy Watersheds. Projects include both those that directly address the physical, chemical, and biological challenges to clean water, and those that engage the community in protecting, managing, and restoring landscapes surrounding urban waters.

Project examples – Urban and community forest restoration and conservation; implementing tree improvement and replacement programs; green infrastructure planning and installation; community forest inventory and assessment; tree ordinance development or revision; demonstration project establishment for improving the understanding of the benefits of community forests; and, development or implementation of community forest management plans and best management practices.

B) Education and Outreach. Projects include commercial, recreational, and educational opportunities to allow community members to engage with the outdoors.

Project examples – Community forest management, maintenance and improvement in parks, open space, and other public green spaces; creating and implementing environmental education programs that focus on urban and community forestry or water issues; development of community forestry volunteer efforts and programs; and, engaging communities in urban forestry establishment and stewardship.

C) Facilitate Economic Revitalization and Prosperity. Projects that focus on water-related environmental improvements, with a focus on communities disproportionately impacted by pollution or economic burdens.

Project examples – Promoting employment or training opportunities; maintaining and improving community tree cover; community forest benefit assessments; workforce development in arboriculture; and tree care worker training on planting, care, and maintenance of trees.

D) Foster Active Collaboration and True Partnership. Projects that promote building capacity with current partners or developing new partnerships with other organizations.

Successful Applicants shall be required to provide at least one written report and a reimbursement request on the projects funded through this RFA.

## V. APPLICATION CONTENTS

All Applicants must complete Attachment 1, 2024 Middle Rio Grande Valley Urban Waters Application. Applicants may attach supplemental information helpful to application review (maps, management plans, ordinances, references, etc.).

The attached forms must be included with the completed application to satisfy federal and state requirements:

- Campaign Contribution Form (Attachment 2) - Applicant shall complete, sign, and submit the Campaign Contribution Disclosure Form and disclose whether Applicant, a family member, or a representative of the Applicant has made a campaign contribution to an applicable public official during the two years prior to the RFA. Applicant shall complete the non-disclosure statement or make separate disclosures for all campaign contributions given by (1) the Applicant, (2) a family member, or (3) a representative of the Applicant.
- Statement of Assurances Form (Attachment 3) – Applicant shall complete, sign, and submit the Statement of Assurances Form.
- Proof of Applicant’s IRS 501(c)(3) designation – Applicant must include a copy of the IRS letter recognizing the organization as tax-exempt.

Any application that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

## VI. EVALUATION POINT SUMMARY

The Urban Waters Steering Committee Application Evaluation Team shall use the following criteria in the evaluation of applications and in the selection of successful Applicants.

1. Is the project located in the **Middle Rio Grande Basin of New Mexico**? (yes or no) – If the answer is no, the project is not eligible for scoring.
2. **Context, Goals, and Objectives (15 points possible)** – Describe the Middle Rio Grande Valley community forestry issue, urban waters, or needs you are addressing. Clearly state the goals and objectives for the project, and how they support the Middle Rio Grande Urban Waters Partnership.

3. **Proposed Activities (30 points possible)** – Describe the community forestry and/ or urban waters activities to be accomplished or deliverables to be produced.

Identify how activities address two or more of the following categories:

- Invest in Healthy Watersheds
- Engage in Education and Outreach
- Facilitate Economic Revitalization and Prosperity
- Foster Active Collaboration and True Partnership

Ciudad SWCD encourages Applicants to submit applications that address multiple project categories.

4. **Project Timeline (15 points possible)** – Provide a work schedule that includes all project activities. Projects must be completed by December 15<sup>th</sup>, 2024.

5. **Project Budget and Narrative (15 points possible)** – Provide a detailed project budget, including both items to be purchased with any funding which may result from this RFA. Include a detailed narrative of your project budget that explains specific costs. Where applicable, Applicants must factor in Gross Receipts Tax (GRT) or Governmental Gross Receipts Tax (GGRT) as part of their responses.

6. **Coordination, Collaboration, and Sustainability (25 possible points)** – Identify how this project will help support efforts of the Middle Rio Grande Urban Waters Federal Partnership, especially in improving coordination among agencies and/or collaborating with community-led revitalization efforts. Address the long-term sustainability of your project, including project elements extending beyond the life of the project, and how the goals and objectives of the project will be met.

## VII. EVALUATION PROCESS

The evaluation process will follow the steps listed below.

1. Three Evaluation Team members will document contents of applications received after the submittal deadline.
2. The Evaluation Team will review applications for compliance with the mandatory requirements stated within this RFA.
3. The Contact Person may contact Applicants for clarification of the application.

The Evaluation Team will evaluate responsive applications based on the criteria in Section VI and will select responsive Applicants with the highest total scores for award. Please note, however, that a deficiency in any one factor may be grounds for rejection regardless of overall score.

## **VIII. CONTRACT AWARD AND DURATION**

Ciudad SWCD may award multiple contracts under the terms of the attached draft Service Agreement (Attachment 4) and in accordance with this RFA.

The contract period shall extend from the date of contract approval by Ciudad SWCD and encumbering of funds by the Ciudad SWCD, up until December 15<sup>th</sup>, 2024.

## **IX. CONTACT PERSON AND DUE DATES**

Any inquiries or requests regarding this procurement must be submitted in writing to the Ciudad SWCD Contact Person listed below. Applicants may contact **ONLY** the Contact Person regarding this RFA. Other state employees or Evaluation Team members do not have authority to respond on Ciudad SWCD's behalf.

The Ciudad SWCD Contact Person for this procurement is:

Astrid Mooney  
Chief Procurement Officer  
[astrid@ciudadswcd.org](mailto:astrid@ciudadswcd.org)

Applications are available on the Ciudad SWCD's website, <https://www.ciudadswcd.org/procurements>.

Applicants may also contact Joshua O'Halloran to obtain application copies.

### **Deadlines for Written Questions**

Potential Applicants may submit written questions to the Contact Person as to the intent or clarity of this RFA until 4 p.m. MDT on September 30th, 2024. All written questions must be addressed to the Astrid Mooney, Contact Person, as indicated above. Questions shall be clearly labeled and shall cite the Section(s) in the RFA or other document which form the basis of the question.

Ciudad SWCD will post written responses to such questions on the Ciudad SWCD website by 4 p.m. MDT on October 2nd, 2024.

### **Application Due Date**

Applicants shall submit one original completed, signed application packet with attachments (if applicable) no later than 4 p.m., MDT, October 7th, 2024. Applications must be electronically received by this date and time. Electronic applications should be submitted in one single PDF document to Joshua O'Halloran via email at [joshua@ciudadswcd.org](mailto:joshua@ciudadswcd.org)

Ciudad SWCD shall not accept applications received after this date and shall make

absolutely no exceptions for applications not received at the above location by the appointed time.

### **Protest Period**

Pursuant to NMSA 1978, § 13-1-172 and applicable procurement regulations, Applicants who are not selected for funding have the right to timely protest the procurement. Protests must be written and must include: the name and address of the protestor and the name of the procurement being protested; a statement of the grounds for protest including appropriate supporting exhibits; and the ruling requested from the Commission. The protest period begins on the day after notice of selection/non-selection and ends at 5 p.m. 15 days later. Protests must be delivered to: Joshua O'Halloran via email at [Joshua@ciudadswcd.org](mailto:Joshua@ciudadswcd.org).

### **X. NOTICES**

Award of agreements is contingent upon sufficient appropriations and authorization being made by the Ciudad SWCD, EMNRD, and the Middle Rio Grande Urban Waters Steering Committee.

Where applicable, Applicants must factor in GRT or GGRT costs as part of their responses. Any response that does not clearly indicate GRT or GGRT is included in the cost section may be deemed non-responsive and rejected.

Ciudad SWCD may cancel this RFA and may reject any and all applications when it is in the District's best interest.

Ciudad SWCD and the Urban Waters Steering Committee Application Evaluation Team may conduct discussions with Applicants who submit applications but may also accept applications without such discussions.

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and misdemeanor criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

**Attachment 1**

**Ciudad Soil & Water Conservation District  
Middle Rio Grande Valley Urban Waters Small Grant Application**

<b>Applicant Information</b>	
Applicant Name	
Organization Type (e.g., 501(c)(3), city, etc.)	
Contact Person	
Address	
City/State/Zip Code	
Telephone (Work/Cell)	
E-mail	

<b>Project Summary (Check all that apply and answer related questions)</b>		
Project Name		
City/Counties		
Urban Waters Program Project type (check all that apply)		
	Invests in Healthy Watersheds	<input type="checkbox"/>
	Education and Outreach	<input type="checkbox"/>
	Facilitates Economic Revitalization and Prosperity	<input type="checkbox"/>
	Fosters Active Collaboration and True Partnership	<input type="checkbox"/>

**Context, Goals, and Objectives (2,000 characters including spaces) - 15 Points**

Describe the Middle Rio Grande Valley community forestry issue, urban waters, or needs you are addressing. Clearly state the goals and objectives for the project, and how they support the Middle Rio Grande Urban Waters Partnership.

**Proposed Activities (3,000 characters including spaces) – 30 Points**

Describe the activities to be accomplished and deliverables produced. How will the project invest in healthy watersheds, engage in education and outreach, facilitate economic revitalization and prosperity, and foster active collaboration and true partnership?

**Project Timeline (1,000 characters including spaces) – 15 Points**

Provide a timeline for the project. (Remember projects must be completed by December 15th, 2024).



**Project Budget**

Include items to be purchased with funding from this application. If applicable, factor in Gross Receipts Tax or Governmental Gross Receipts Tax. Maximum project funding is \$20,000.

Item (describe briefly)	\$ Amount Requested	Total
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total	\$	\$

**Budget Narrative (1,000 characters including spaces) – 15 points**

Provide a detailed narrative of your project budget. Explain specific costs listed in the budget categories in the Total Project Budget Section above.

**Coordination, Collaboration, and Sustainability (2,000 characters including spaces) – 25 Points**

Identify how this project will help support efforts of the Middle Rio Grande Urban Waters Federal Partnership, especially in improving coordination among agencies and/or collaborating with community-led revitalization efforts. Address the long-term sustainability of your project, including project elements extending beyond the life of the project, and how the goals and objectives of the project will be met.

--

**Supplemental Information**

Applicants may attach supplemental information helpful to application review (maps, management plans, ordinances, references, letters of support, etc.).

**Application Checklist**

The application package must include the documents listed below. If all the required information is not provided, Ciudad SWCD will deem the application as non-responsive.

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | Application – One original Application, electronically completed and signed, including applicable attachments. |
| <input type="checkbox"/> | Completed, signed Campaign Contribution Form   |
| <input type="checkbox"/> | Signed Statement of Assurances Form  |

By signing this Application, the Applicant explicitly indicates acceptance of the terms and conditions of this RFA, including the terms and conditions of the attached draft Governmental Services Agreement (Attachment 5) or draft Services Agreement (Attachment 6), and the RFA evaluation factors. The Applicant further certifies that all entities responsible for authorizing the activities of the Applicant have agreed that this application should be submitted as written.

**Submitted by:**

\_\_\_\_\_  
**Authorized Representative Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name and Title**

**Attachment 2**  
**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to the Procurement Code, Sections 13-1-28, *et seq.*, NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Prospective contractor”** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Note: A prospective contractor shall make **separate** disclosures of all campaign contributions given by (1) the prospective contractor, or (2) a family member or (3) representative of the prospective contractor, or shall complete the non-disclosure statement, as applicable.

**DISCLOSURE OF CONTRIBUTIONS:**

<b>Contribution Made By:</b>			
<b>Relation to Prospective Contractor:</b>			
<b>Name of Applicable Public Official:</b>		Governor _____	
<b>Contribution(s) Date(s)</b>	<b>Contribution Amount(s):</b>	<b>Nature of Contribution(s):</b>	<b>Purpose of Contribution(s):</b>
	\$		
	\$		
	\$		
	\$		
	\$		

(Attach extra pages if necessary)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title/Position: \_\_\_\_\_

**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title/Position: \_\_\_\_\_

**Attachment 3  
STATEMENT OF ASSURANCES FORM**

Each Applicant MUST complete this form and return it with Applicant's proposal or Ciudad SWCD will deem the proposal as non-responsive. By signing this form below, Applicant acknowledges and agrees to the following:

This RFP does not commit the Ciudad SWCD to pay any costs incurred in the preparation or submission of this proposal. Any cost incurred by the Applicant in developing a proposal response shall be borne solely by the Applicant. Applicant understands that that Applicant's proposal shall become part of the official file on this matter without obligation to the State. Issuance of this RFA does not constitute an award commitment on the part of the State.

Applicant shall examine all contract documents, noting particularly all stipulations that in any way affect contract work. Failure of an Applicant to acquaint itself fully with the amount and nature of the work required to fulfill all terms of the contract documents shall not be considered a basis for extra compensation after a contract has been awarded.

Applicant represents and warrants to the Ciudad SWCD that Applicant has the staff, facilities, and competence to furnish the required services. The State may investigate Applicant's adequacy of the staff, facilities, and competence. For this purpose, representatives of the Ciudad SWCD may make an inspection of Applicant's facilities, equipment, etc., and interview staff.

In order to receive consideration, Applicant's proposal must be signed by an officer having the authority to bind Applicant.

Applicant agrees to comply with all relevant federal and state laws and regulations or rules.

Application of New Mexico Preference Laws:

This procurement is excluded from state preference laws because it is funded with federal dollars.

Applicant Signature

Date:

Applicant's Printed Name and Title:

**Attachment 4**

**SERVICES AGREEMENT  
BETWEEN THE  
CIUDAD SOIL & WATER CONSERVATION DISTRICT  
AND  
CONTRACTOR**

**THIS AGREEMENT** is made and entered into by and between the Ciudad Soil & Water Conservation District (Ciudad SWCD) and *(Insert Contractor name)* (Contractor).

**THE PARTIES MUTUALLY AGREE:**

1. Scope of Work: Contractor shall:

*(Insert description of work)*

Contractor shall also provide brief written progress reports to Ciudad SWCD on a monthly basis. Contractor shall provide a final report for the project by December 15<sup>th</sup>, 2024.

2. Compensation:

A. Ciudad SWCD shall pay Contractor for services satisfactorily performed pursuant to the Scope of Work and as specified below. This amount shall not exceed \_\_\_\_\_ (\$ \_\_\_\_\_), including New Mexico gross receipts taxes, and any travel, if necessary, pursuant to Paragraphs B, C, and D. of this Compensation Section. Ciudad SWCD shall make payment upon the satisfactory and timely completion of the work described in the Scope of Work and for no more than the maximum amount set forth below for each deliverable.

B. Contractor must submit detailed statements accounting for all services performed, goods obtained, and expenses incurred. If Ciudad SWCD finds that the statement, services, goods, or expenses are not acceptable, within 30 days after the date of receipt of (i) written notice from the Contractor that payment is requested, and (ii) all supporting documentation, Ciudad SWCD shall provide the Contractor a letter of exception explaining the defect or objection to the statement, services, goods, or expenses, and outlining steps the Contractor may take to provide remedial action. Upon Ciudad SWCD's certification that the statement, supporting documentation, services, goods, or expenses have been received and accepted, Ciudad SWCD shall tender payment to the Contractor within 30 days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, Ciudad SWCD shall not incur late charges, interest, or penalties, for failure to make payment within the time specified herein.

C. Upon expiration or termination of this Agreement, if either party has property or funds in its possession belonging to the other, it shall return the property or funds in proportion to the parties' original contribution.

D. Contractor shall be responsible for paying New Mexico Governmental Gross Receipts taxes levied on amounts payable under this Agreement, if applicable.

3. Term: This Agreement becomes effective when executed by an authorized

representative of Contractor and of Ciudad SWCD. It shall terminate on December 15<sup>th</sup>, 2024, unless earlier terminated pursuant to Section 4, Termination, or Section 5, Appropriations, below.

4. Termination: Either party may terminate this Agreement upon written notice delivered to the other at least 10 days prior to the intended termination date. By such termination, neither party may nullify or avoid any obligation required to have been performed prior to termination.

5. Appropriations: This Agreement's terms are contingent upon the *EMNRD Community Forestry Assistance* granting sufficient appropriation and authorization. If sufficient appropriation or authorization is not granted, Ciudad SWCD may terminate this Agreement, or in the alternative suspend performance pending approval of sufficient appropriation or authorization, upon written notice from Ciudad SWCD to Contractor. Ciudad SWCD's decision as to whether sufficient appropriations are available shall be at its sole and absolute discretion and shall be final, binding, and accepted by Contractor.

6. Status of Contractor: Contractor and its agents and employees are independent contractors performing professional services for Ciudad SWCD and are not employees of the State of New Mexico or Ciudad SWCD. Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that written authority.

7. Assignment: Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without Ciudad SWCD's prior written approval.

8. Subcontracting: Contractor shall not subcontract any portion of the services to be performed under this Agreement or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without Ciudad SWCD's prior written approval. Ciudad SWCD may disallow costs incurred by the Contractor in relation to a subcontract if Contractor does not obtain prior written approval.

A. Contractor shall comply with 2 C.F.R. Sections 200.318 through 200.326 for procurement of subcontractors conducted pursuant to this Agreement.

B. Any subcontract agreement shall include all provisions necessary to allow the Contractor to meet its obligations and requirements under this Agreement and all provisions required by law.

9. Release: Final payment of the amounts due under this Agreement shall operate as a release of Ciudad SWCD, its officers, and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

10. Confidentiality: Any confidential information provided to or developed by



Contractor in the performance of this Agreement shall be kept confidential and shall not be made available by Contractor to any individual or organization without Ciudad SWCD's prior written approval.

11. Product of Services; Copyright: All materials developed or acquired by Contractor under this Agreement shall become the State of New Mexico's property and be delivered to Ciudad SWCD no later than this Agreement's expiration date. Nothing Contractor produces, in whole or in part, under this Agreement shall be the subject of a copyright application or other claim of ownership by or on behalf of Contractor.

12. Conflict of Interest; Governmental Conduct Act: Contractor warrants that it presently has no interest and that it shall not acquire any interest, direct or indirect, which would conflict in any manner with performance or other services required under this Agreement. Contractor certifies that all applicable provisions of the requirements of the Governmental Conduct Act, NMSA 1978, §§ 10-16-1 through –18, including provisions related to contracting with, or employing, public officers, legislators, state employees, or former state employees, have been followed.

13. Amendment: This Agreement shall not be altered, changed, or amended except by written instrument executed and approved by the parties hereto.

14. Merger: This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless as embodied in this Agreement.

15. Penalties for Violation of Law: The Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

16. Equal Opportunity Compliance: Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation, or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law: The laws of the State of New Mexico shall govern this Agreement, without giving effect to New Mexico's choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1(G). By execution of this Agreement, Contractor acknowledges and agrees to the exclusive jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Records and Audit:

Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them until seven years after the termination date specified in Section 3, Term. These records shall be maintained and available within the State of New Mexico if the Contractor has an office within the state; otherwise, Contractor shall make such records available to Ciudad SWCD within 10 days upon Ciudad SWCD's request. During this time, such records shall be subject to inspection by Ciudad SWCD, DFA and the State Auditor's Office. Contractor further agrees to include in all subcontracts hereunder the same right of inspection and audit against all subcontractors. Ciudad SWCD shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose Ciudad SWCD's right to recover excessive or illegal payments. The periods of inspection and audit may be extended for records, which relate to litigation or settlement of claims arising out of performance of this Agreement and shall continue until all potential litigation, appeals, claims, or exceptions have expired or been resolved.

19. Liability: Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1, *et seq.*, as amended.

21. Invalid Term or Condition: If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

22. Enforcement of Agreement: A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict performance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no waiver of a specified right by a party shall be effective to waive any other rights.

23. Notice: Except as otherwise specified herein, all notices hereunder shall be in writing (including, without limitation, notice by facsimile) and shall be given to the relevant party at its address or facsimile number set forth below, or such other address or facsimile number as such party may hereafter specify by notice to the other given by courier, by United States certified or registered mail, by facsimile, or by other telecommunication device capable of creating a written record of such notice and its receipt.

To Ciudad SWCD

Josuha O'Halloran, District Manager  
PO Box 93463, Albuquerque, NM 87199  
joshua@ciudadswcd.org

To the Contractor:

*(insert name, address and e-mail)*

24. Authority: If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represent and warrant that he or she has the power and

authority to bind Contractor, and that no further action, resolution, or approval from Contractor or any other entity is necessary to enter into a binding contract.

25. Acknowledgment: Contractor shall acknowledge the Middle Rio Grande Urban Waters Federal Partnership, Ciudad SWCD, and EMNRD as a co-sponsor and funding source in all news releases, programs, proceedings and related publicity/publications for the project.

26. Attorney's Fees and Costs: Contractor agrees that if a court of competent jurisdiction finds Contractor has breached this Agreement, or amendments hereto, or to have committed any tortious act relating to this Agreement's scope, Ciudad SWCD may recover from Contractor reasonable attorneys' fees and costs in connection with litigation brought to obtain the judicial determination and to collect any judgment.

27. Minimum Wage Rate: If applicable, Contractor shall comply with minimum wage rates as established by the New Mexico Department of Workforce Solutions, Labor Relations Division, and with all other applicable requirements of that Department, including posting of the wage rates in a prominent location on the site for hiring and performing of this Agreement.

28. Compliance with Law and Funding Source Conditions:

A. Contractor shall comply with all applicable state and federal statutes, regulations or rules, including without limitation those imposed as a consequence of funding pursuant to this Agreement.

B. Contractor shall comply with 2 C.F.R. Sections 200.318 through 200.326 for procurement conducted pursuant to this Agreement.

C. Contractor and Contractor's employees shall not read or view a text message or manually type on a handheld mobile communication device for any purpose while driving a motor vehicle in connection with this Agreement, except to summon medical or other emergency help, or unless that device is an amateur radio and the driver holds a valid amateur radio operator license issued by the Federal Communications Commission.

D. Contractor shall not award subcontracts to parties listed on the governmentwide exclusions in the federal System for Award Management (SAM), in accordance with OMB guidelines that implement federal Executive Orders 12549 (3 C.F.R. page 1986, Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regularity authority other than Executive Order 12549.

E. If applicable, Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amendment by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the U.S. Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

29. Insurance Coverage: Contractor shall provide Ciudad SWCD a statement indicating that the activities described in the Scope of Work are covered by insurance as set forth below, secured in accordance with any method allowed by applicable law, including self-insurance, pooling of self-insured reserves, or insurance provided by a third party, prior to commencing work under this Agreement. Contractor shall maintain continuous coverage of the activities described in the Scope of Work, so long as this Agreement is in effect. Failure to maintain such coverage is reason for immediate termination of this Agreement. Contractor shall notify Ciudad SWCD prior to cancellation or expiration of any insurance required under this Agreement.

A. Worker's Compensation protection that complies with the requirements of the New Mexico Worker's Compensation Act, NMSA 1978, §§ 52-1-1, *et seq.*, if applicable. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, Ciudad SWCD may terminate this Agreement.

B. Comprehensive public liability protection covering property damage and personal injury liability that may arise under this Agreement and any amendments hereto, in amounts equal or greater than liability limits set forth in NMSA 1978, § 41-4-19, as it may be amended from time to time.

**IN WITNESS WHEREOF**, the parties hereto have herein below executed this Agreement.

**CIUDAD SOIL & WATER CONSERVATION DISTRICT**

By:  
Board Chair, J. Steven Glass

Date:

**CONTRACTOR NAME**

By:  
Authorized Representative Signature

Date:

Printed Title and Name