

BLM WUI LARGO CANYON PHASE II
Defensible Space and Invasive-Fuels Reduction Project
Request for Proposals 26-27-003

Solicitation Information	Date / Requirement
Issue Date	Monday, September 21, 2026
Deadline for Written Questions	Friday, September 25, 2026, by 4:00 p.m.
Addendum/Response, if issued	Saturday, September 26, 2026
Non-Mandatory Pre-Proposal Conference	Monday, September 28, 2026
Proposal Due Date and Time	Monday, October 5, 2026, by 4:00 p.m. local time
Proposal Receipt/Confidential Opening	Thursday, October 5, 2026, at 10:00 a.m.
Evaluation Period	October 5, 2026
Anticipated Award	Tuesday, October 6, 2026
Project Completion	All work and closeout completed by October 2027

ISSUED BY

San Juan Soil & Water Conservation District
301 McWilliams Road
Aztec, New Mexico 87410
(505) 234-6040 | business@sanjuanswcd.com

SEALED PROPOSAL LABEL

RFP 26-27-003 - BLM WUI Largo Canyon Phase II
DO NOT OPEN BEFORE OCTOBER 5, 2026 AT 10:00 A.M.

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1. INTRODUCTION

The San Juan Soil & Water Conservation District (SJSWCD or District), a governmental subdivision of the State of New Mexico and a public body political and corporate, invites competitive sealed proposals from qualified and responsible Offerors to perform mechanical, manual, chemical, and restoration treatments for the BLM WUI Largo Canyon Phase II Defensible Space Project on Bureau of Land Management (BLM)-administered lands under the Farmington Field Office.

The work includes mandatory native ground seeding before mastication; District/BLM inspection and written release; mechanical mastication and hand-cutting of authorized invasive woody vegetation; cut-stump herbicide application within 15 minutes of cutting; one follow-up resprout herbicide treatment; mobilization; labor; supervision; equipment; materials; safety; GIS and photographic documentation; reporting; and project closeout for approximately 296 mapped acres. Tree and shrub seeding, planting, or establishment is optional and may be authorized only if sufficient funding remains after the mandatory work is fully funded.

2. PROCUREMENT AUTHORITY

This procurement is conducted pursuant to the New Mexico Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978; applicable provisions of 1.4.1 NMAC; the Soil and Water Conservation District Act; 2 CFR Part 200; applicable BLM and U.S. Department of the Interior requirements; and the terms and conditions of the federal funding award.

Award is intended to be made to the highest rated proposal submitted by a responsible Offeror, after application of any lawful preference and confirmation that the proposal meets all material requirements and that the Offeror is qualified and capable of performance. The Procurement Code imposes civil and criminal penalties for violations, including bribes, gratuities, kickbacks, collusion, and bid rigging.

3. PROCUREMENT SCHEDULE AND POINT OF CONTACT

Procurement Event	Date / Time
RFP Issue Date	09/21/2026
Deadline for Written Questions	09/25/2026 by 4:00 p.m.
District Response/Addendum, if issued	09/26/2026
Non-Mandatory Pre-Proposal Conference	09/28/2026
Proposals Due	10/05/2026 by 4:00 p.m. local time
Proposal Receipt/Confidential Opening	10/05/2026 at 10:00 a.m.
Evaluation Period	10/05/2026
Notice of Intent to Award	Following completion of evaluation and approval
Anticipated Award	10/06/2026
Earliest Authorized Start	After contract execution and written Notice to Proceed
Final Completion	October 2027

Dates may be modified only by written addendum. Offerors are responsible for monitoring and acknowledging addenda.

3.1 Procurement Officer and Project Contacts

Procurement Officer	Project Coordinator
Jaimie Scott, District Manager San Juan Soil & Water Conservation District 301 McWilliams Road, Aztec, NM 87410 (505) 234-6040 business@sanjuanswcd.com	Geoff Hensgen San Juan Soil & Water Conservation District 301 McWilliams Road, Aztec, NM 87410 (703) 509-3147 geoff@sanjuanswcd.com

All procurement communications shall be directed in writing to the Procurement Officer. Offerors shall not contact District Board members, BLM personnel, District employees, consultants, or project representatives concerning this RFP except as expressly authorized. Unauthorized contact or an attempt to influence the procurement may result in rejection.

4. CONDITIONS GOVERNING THE PROCUREMENT

4.1 Written Questions and Addenda

Only interpretations, corrections, amendments, or clarifications issued in writing by the Procurement Officer through a formal addendum are binding. Oral explanations do not modify this RFP. Each Offeror shall obtain, review, and acknowledge every addendum.

4.2 Offeror Duty to Examine

Each Offeror is responsible for examining this RFP, the Statement of Work, maps, shapefiles, PUP, proposed contract, site and access conditions, applicable labels, laws, BLM requirements, and all information necessary to prepare a complete proposal. Submission constitutes acknowledgment that the Offeror has examined and accepts the requirements.

4.3 Proposal Preparation Costs

The Offeror bears all costs of proposal preparation, delivery, clarification, site review, and other pre-award activity. The District will not reimburse such costs.

4.4 Proposal Validity

Proposals shall remain valid and irrevocable for ninety (90) calendar days after the proposal due date.

4.5 Late, Modified, or Withdrawn Proposals

The Offeror is solely responsible for timely delivery. A late proposal may be rejected. A modification or withdrawal must be signed and received before the deadline, except as otherwise permitted by law.

4.6 Right to Reject, Cancel, or Reissue

The District may reject any or all proposals; cancel, amend, or reissue this RFP; waive a permissible minor informality; request clarification; reject a nonresponsive proposal or non-responsible Offeror; or take other lawful action in the District's best interest.

4.7 No Guarantee of Award, Acreage, or Work

Issuance does not commit the District to award. The 296 acres are based on current approved information and do not guarantee authorization, treatment, acceptance, or payment of every acre. Payment is limited to work authorized in writing, completed, documented, inspected, and accepted.

4.8 Availability of Funding

Award and performance are contingent on the availability and continued authorization of sufficient federal and District funds. The District may reduce scope, suspend work, terminate, or decline to proceed if funding is unavailable, reduced, withdrawn, or not authorized.

4.9 No Authority to Proceed

No contract exists and no work may begin until the contract is executed, required approvals and pre-work submissions are complete, and the District issues written Notice to Proceed. Board action, an award notice, or oral direction does not authorize work.

4.10 Public Records and Confidentiality

Proposals and procurement records are subject to the New Mexico Inspection of Public Records Act. An Offeror requesting confidential treatment must identify specific material and its legal basis. Marking an entire proposal confidential is unacceptable.

4.11 Conflicts, Ethics, and Campaign Contributions

Offerors shall disclose actual, potential, or apparent conflicts and complete the required campaign contribution disclosure. Failure to disclose may result in rejection, cancellation of award, termination, or other remedies.

4.12 Debarment, Eligibility, and Independent Pricing

The Offeror certifies that it and its principals are not suspended, debarred, ineligible, or voluntarily excluded and that its proposal was independently developed without collusion or agreement to restrict competition.

4.13 Applicable Preferences

A New Mexico preference will be applied only upon timely submission of a valid certificate and only when permitted by the federal award and applicable law. A conflicting geographic preference will not be applied.

4.14 Governmental Protections

Nothing in this RFP or resulting contract waives any immunity, defense, limitation of liability, privilege, or protection available to the District under the New Mexico Tort Claims Act or other law.

5. PROJECT DESCRIPTION

The project will reduce hazardous invasive fuels within the Largo Canyon corridors, protect at-risk communities and oil and gas infrastructure, provide defensible space for firefighters, and improve the resilience of native cottonwood-dominated riparian stands. The project occurs entirely on BLM-administered lands within the Farmington Field Office.

Target vegetation includes saltcedar (*Tamarix* spp.), Russian olive (*Elaeagnus angustifolia*), and elm. Treatment will use approved integrated weed-management methods and must protect desirable native vegetation and sensitive resources. Final treatment boundaries and access routes will be established by the District-provided GIS data and written BLM direction.

6. SCOPE OF WORK

Appendix A - Statement of Work is incorporated into this RFP and contains the controlling technical specifications, required sequence, deliverables, restrictions, acceptance standards, and pricing structure. The successful Offeror shall provide all labor, supervision, equipment, vehicles, fuel, tools, herbicide, adjuvants, personal protective equipment, licenses, permits, documentation, and incidentals necessary to complete accepted work, except for seed or materials expressly identified in writing as District- or BLM-furnished.

6.1 Principal Requirements

- Treat a minimum project footprint of approximately 296 acres within authorized polygons.
- Mechanically remove or masticate target invasive woody vegetation and use hand-cutting where required by terrain or resource restrictions.
- Apply BLM-approved cut-stump herbicide to freshly cut stumps within 15 minutes after cutting. Complete one approved follow-up herbicide treatment of invasive resprouts during the June-October 2027 period.
- Complete required native ground seeding using the District/BLM-approved seed mix, rate, method, and polygons before any mastication begins. BLM will provide the seed required for the initial pre-mastication seeding. Mastication may begin only after the applicable seeding is inspected, accepted, and released in writing. Tree and shrub seeding, planting, or established is

optional, must be priced separately, and may be performed only if sufficient funding remains and the District issues written authorization.

- Protect native tree species, water, cultural resources, wildlife, soils, roads, fences, utilities, and other retained resources.
- Provide daily records, weekly progress reports, geotagged photographs, pesticide application records, GIS-compatible treatment polygons, invoices tied to verified quantities, and a final closeout package.
- Comply with the approved Pesticide Use Proposal (PUP), product labels, BLM environmental restrictions, fire restrictions, and all applicable law.

6.2 Period of Performance

Required native ground seeding shall occur first, followed by inspection and written release before mastication or manual treatment begins. Initial mastication/manual treatment and cut-stump application are anticipated from written release through April 2027. Follow-up resprout treatment is anticipated from June through October 2027. Optional tree and shrub establishment may occur only if separately funded and authorized. All authorized work and closeout must be completed by October 2027. Actual dates remain subject to the Notice to Proceed, access, weather, funding, BLM approval, and environmental restrictions.

7. PROPOSAL REQUIREMENTS AND SUBMISSION INSTRUCTIONS

7.1 Required Proposal Organization

Proposal Section	Required Contents
1. Proposal Cover Letter	Legal name, address, contact information, authorized signature, RFP acknowledgment, and acknowledgment of all addenda.
2. Technical Approach	Understanding of the project; proposed mechanical, manual, herbicide, seeding, planting, protection, inspection, and closeout methods.
3. Experience and Past Performance	Relevant fuels-reduction, riparian restoration, mastication, vegetation-treatment, and herbicide experience; at least three comparable projects and references.
4. Qualifications, Personnel, and Equipment	Project manager, operators, certified applicator, GIS/documentation staff, licenses, responsibilities, organizational capacity, and equipment list.
5. Work Plan and Project Schedule	Approach, staffing, daily production, mobilization, sequencing, documentation, contingencies, and completion schedule.
6. Safety and Environmental Compliance	Safety program, incident response, fire prevention, spill prevention, resource protection, PUP compliance, and quality control.
7. Offeror Qualifications and References	Provide 3 References. They must submit form directly to the District. (Please call your references and/or the Chief Procurement Officer to verify that they were completed before the RFP deadline)
7. Cost Proposal	Appendix D with unit prices, extended prices, subtotal, NMGR stated separately, and total proposed cost. Submit in a separately sealed envelope within the proposal package.
8. Insurance and Licenses	Evidence required by Section 10 and Appendix H.
9. Certifications and Forms	Appendices B, F, and G; W-9; and preference certificate if lawfully claimed.

7.2 Sealed-Proposal Submission

Each Offeror shall submit one (1) signed original and one (1) complete searchable electronic copy on a USB drive in a sealed package. The Cost Proposal shall be enclosed in a separate sealed envelope within the proposal package. The complete package must be received at San Juan Soil & Water Conservation District, 301 McWilliams Road, Aztec, New Mexico 87410, no later than Wednesday, October 3, 2026, at 4:00 p.m. local time. Electronic submissions are not accepted unless authorized by written authorization by the Chief Procurement Officer.

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7.3 Cost Proposal

The Cost Proposal shall be submitted on Appendix D in a separately sealed envelope within the proposal package. Unit prices shall include all costs necessary for accepted performance, including labor, supervision, mobilization, equipment, fuel, herbicide, adjuvants, materials, travel, records, GIS, insurance, overhead, profit, and incidentals unless Appendix D expressly permits a separate line item. NMGRS shall be stated separately. Cost will be scored as stated in Section 9.3 and is not the sole basis for award. Please see statement of work for the not to exceed cost.

8. MANDATORY REQUIREMENTS - PASS/FAIL

The Procurement Officer will review proposals for timeliness, signature, material completeness, responsiveness, and mandatory requirements. Failure to satisfy a material requirement may result in rejection. A minor informality may be waived only when permitted by law and when it does not affect price, quantity, quality, delivery, or fair competition.

Mandatory Requirement	Evaluation
Proposal received in a sealed package by the stated deadline	Pass/Fail
Proposal signed by an authorized representative	Pass/Fail
One signed original and one complete electronic copy on USB drive	Pass/Fail
Technical Proposal and separately sealed Cost Proposal included	Pass/Fail
All required proposal sections and Appendix D completed	Pass/Fail
Required certifications, disclosures, and addenda acknowledgments included	Pass/Fail
Required licenses and evidence of insurability included	Pass/Fail
Offeror and principals eligible for federal award and not suspended or debarred	Pass/Fail
Proposal remains valid for ninety days	Pass/Fail
Proposal demonstrates ability to meet the required completion period	Pass/Fail

9. EVALUATION OF PROPOSALS

9.1 Evaluation Committee

The District will appoint an Evaluation Committee before the proposal due date. Committee members will independently review and score responsive proposals using only the criteria and maximum points stated in this RFP. Evaluators will document material strengths, weaknesses, deficiencies, and performance risks supporting each score. The Procurement Officer will compile the scores and maintain the procurement record.

9.2 Evaluation Criteria

Responsive proposals may receive a maximum of 100 points from each evaluator. The same criteria, point values, and rating method will be applied to every proposal.

Rating	Score Range	Evaluation Standard
Exceptional	90-100%	Comprehensively addresses the requirement; demonstrates exceptional understanding, detail, capacity, and low performance risk.
Good	75-89%	Fully addresses the requirement; demonstrates solid understanding and capability with only minor weaknesses or risk.
Acceptable	60-74%	Adequately addresses the requirement; demonstrates sufficient capability but includes weaknesses, limited detail, or moderate risk.
Marginal	1-59%	Partially addresses the requirement or contains significant weaknesses, omissions, uncertainty, or high performance risk.
Unacceptable	0%	Fails to address the requirement, is materially deficient, or demonstrates an unacceptable likelihood of unsuccessful performance.
Evaluation Factor		Maximum Points
Technical Approach and Understanding		25
Relevant Experience		25
Qualifications, Key Personnel, and Equipment		15
Work Plan and Project Schedule		15
Safety and Environmental Compliance		5
Past Performance and References		5
Cost Proposal		5
Past Performance with District		5
Total Available Points		100

9.3 Cost Evaluation

The Procurement Officer will review Cost Proposals for completeness, mathematical accuracy, reasonableness, and consistency with the Statement of Work. The lowest evaluated responsive cost will receive 40 points. Other responsive Cost Proposals will be scored using the formula: lowest evaluated responsive cost divided by the Offeror's evaluated cost, multiplied by 40. A mathematically corrected

evaluated cost may be used when permitted by law and this RFP. Cost is one evaluation factor and does not independently determine award.

9.4 Clarifications, Discussions, and Responsibility

The District may request written clarification when permitted by law, but a clarification may not materially alter a proposal or create an unfair competitive advantage. The District may conduct discussions with responsible Offerors in the competitive range and may request best and final offers if determined necessary. Before award, the District will determine whether the recommended Offeror is responsible, including its resources, staffing, equipment, experience, performance history, integrity, licensing, insurance, financial capacity, legal eligibility, and ability to complete the work.

9.5 Award Recommendation

The Evaluation Committee will recommend the responsible Offeror whose responsive proposal is determined to be most advantageous to the District, taking into consideration the stated evaluation factors and total points. Award is subject to available funding, completion of the responsibility determination, confirmation of federal eligibility, any required BLM concurrence or approval disclosed in this RFP, and approval by the District's authorized governing body or designee. The District is not required to select the lowest-cost proposal.

10. INSURANCE, LICENSING, AND REGULATORY REQUIREMENTS

Before contract execution and mobilization, the selected Offeror shall provide documentation satisfactory to the District and maintain it throughout performance.

- Commercial general liability insurance, including pesticide/herbicide application, drift, overspray, pollution or chemical liability as applicable to the proposed work.
- Commercial automobile liability covering owned, hired, and non-owned vehicles.
- Workers' compensation and employers' liability as required by New Mexico law.
- Equipment coverage and any other insurance required by Appendix H or the final contract.
- Certificates and endorsements naming the District as additional insured where required, providing waiver of subrogation where required, and evidencing required notice of cancellation or material change.
- Current NMDA commercial pesticide applicator license and category endorsements applicable to the work, plus current licenses for all individuals applying herbicide.
- Current herbicide labels and Safety Data Sheets; compliance with the BLM-approved PUP and all pesticide recordkeeping requirements.
- All contractor, equipment, operator, business, and other permits or registrations required by law or BLM.

District review of documentation does not relieve the Contractor of its independent duty to identify and comply with all applicable requirements. Insurance limits are minimums and do not limit liability.

11. CONTRACT AWARD AND GENERAL CONTRACT REQUIREMENTS

11.1 Notice and Execution

A notice of award is not a contract. The selected Offeror shall provide requested responsibility documents, insurance, licenses, and signatures. If it fails to do so, the District may withdraw the award and proceed as permitted by law.

11.2 Sample Contract and Exceptions

Appendix J contains the Sample Services Contract. Submission constitutes acknowledgment that the Offeror reviewed it. Any requested exception must be specifically identified. Silence constitutes acceptance, subject to final lawful completion and approval.

11.3 Subcontractors and Assignment

No subcontractor may work without prior written disclosure and approval. The prime Contractor remains fully responsible. Assignment or delegation requires written District approval.

11.4 Independent Contractor

The Contractor is an independent contractor and has no authority to bind the District or BLM. Nothing creates employment, partnership, joint venture, agency, or fiduciary status.

11.5 Indemnification

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the District, its Board, officers, employees, and agents from claims and losses arising from performance, negligence, willful misconduct, legal violations, herbicide application, drift, bodily injury, property damage, or acts or omissions of the Contractor or subcontractors.

11.6 Records and Audit

The Contractor shall maintain complete financial, personnel, equipment, pesticide, treatment, GIS, subcontractor, invoice, and supporting records for the required retention period. The District, BLM, federal awarding agency, New Mexico Office of the State Auditor, and other authorized entities shall have access for monitoring, inspection, copying, and audit.

11.7 Termination and Remedies

The contract will include termination for cause and convenience, funding contingency, suspension, correction of deficient work, withholding, and other lawful remedies. Unauthorized, rejected, undocumented, or noncompliant work is not payable.

11.8 Order of Precedence

In a conflict, the order is: applicable law and mandatory federal requirements; formal RFP addenda; executed contract and amendments; Appendix A Statement of Work; approved PUP and written BLM stipulations; RFP terms; other appendices; and the accepted proposal, except as expressly incorporated otherwise.

12. PROTEST PROCEDURES

An Offeror aggrieved in connection with this solicitation or award may submit a written protest to the District's Central Purchasing Office in accordance with Sections 13-1-172 through 13-1-183 NMSA 1978 and applicable regulations. A protest must be received within fifteen (15) calendar days after the protestant knew or should have known of the facts giving rise to the protest. It shall identify the protestant and solicitation, state the grounds, include available supporting documents, and specify the requested relief.

Central Purchasing Office / Procurement Officer
San Juan Soil & Water Conservation District
301 McWilliams Road, Aztec, New Mexico 87410
business@sanjuanswcd.com

13. APPENDICES

- Appendix A - Statement of Work
- Appendix B - Acknowledgment of Receipt and Addenda
- Appendix C - Project Maps, Shapefiles, and Pesticide Use Proposal
- Appendix D - Cost Proposal Form and Pricing Schedule
- Appendix E - Offeror Qualifications and References
- Appendix F - Conflict of Interest, Debarment, and Non-Collusion Certifications
- Appendix G - Campaign Contribution Disclosure
- Appendix H - Insurance and Licensing Requirements
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APPENDIX A

STATEMENT OF WORK

BLM WUI Largo Canyon Phase II Defensible Space and Invasive Fuels Reduction Project

Project Element	Requirement
Solicitation	RFP 26-27-003
Project	BLM WUI Largo Canyon Phase II - Project 420
Administering Agencies	San Juan Soil & Water Conservation District and BLM Farmington Field Office
Mapped Work Area	12 authorized treatment polygons totaling approximately 296 acres
Mandatory Sequence	Required native ground seeding → District/BLM inspection and written release → mastication/manual treatment → cut-stump herbicide → follow-up resprout treatment
Optional Work	Tree and shrub seeding, planting, or establishment only if funds remain and the District issues written authorization
Final Completion	All authorized work and closeout completed by October 2027
Maximum Available Budget	\$276,500.00, inclusive of NMGR and all project costs

A.1 Project Purpose

The San Juan Soil & Water Conservation District (District), in coordination with the Bureau of Land Management (BLM) Farmington Field Office, seeks to reduce hazardous invasive woody fuels, improve defensible space, protect communities and infrastructure, and support long-term native vegetation recovery within the authorized Project 420 treatment area. The Contractor shall furnish all labor, supervision, qualified personnel, equipment, transportation, herbicide, adjuvants, materials, documentation, and incidental services necessary to complete the authorized work, except for seed or other materials expressly identified in writing as District- or BLM-furnished.

A.2 Project Location and Controlling Boundaries

The project consists of twelve (12) treatment polygons totaling approximately 296 acres on BLM-administered lands under the Farmington Field Office. The Project 420 planning map was prepared in NAD83 / UTM Zone 13N (EPSG:26913). Based on the coordinate grid displayed on that map, the general mapped extent is approximately 36.4753° to 36.6138° north latitude and 107.6788° to 107.5270° west longitude, with an approximate center near 36.5445° north latitude, 107.6030° west longitude.

The coordinates above are provided only as a general geographic reference. The final Appendix C maps, GIS shapefiles, written Notice to Proceed, and any written District/BLM task direction establish the controlling work boundaries. No work outside an authorized polygon is eligible for payment.

A.3 Scope Structure and Authorization

The work is divided into mandatory base work and optional funding-dependent work. The Contractor shall not begin any phase until all applicable pre-work requirements are satisfied and the District issues written authorization. The District may authorize work by polygon, acreage, treatment type, phase, or task order. Oral direction does not authorize additional work or payment.

A.4 Contractor-Furnished Resources

- Qualified project management, equipment operators, laborers, licensed pesticide applicators, GIS/documentation personnel, and safety supervision.
- Mastication and cutting equipment suitable for the terrain, vegetation, access limitations, and resource-protection requirements.
- Herbicide, adjuvants, dye, application equipment, spill-response materials, personal protective equipment, fuel, transportation, and support equipment unless expressly stated otherwise.
- All licenses, registrations, permits, insurance, communications, maintenance, mobilization, demobilization, and project administration necessary for complete performance.

A.5 Pre-Work Submittals and Mobilization

Before mobilization, the Contractor shall submit the following for District review and written acceptance:

- A detailed work plan identifying staffing, equipment, sequence, estimated production, access routes, staging areas, quality-control procedures, and the proposed schedule by polygon and treatment phase.
- A project-specific safety plan, emergency contacts, fire-prevention measures, spill-response procedures, and incident-reporting protocol.
- Current licenses, insurance certificates and endorsements, equipment information, subcontractor disclosures, herbicide labels, Safety Data Sheets, and Pesticide Use Proposal information.
- A GIS and documentation plan explaining how daily work, acreage, treatment type, photographs, pesticide records, and final shapefiles will be collected and submitted. District review does not relieve the Contractor of responsibility for accuracy, legal compliance, safe performance, or fulfillment of every contract requirement.

A.6 Mandatory Phase 1 Native Ground Seeding Before Mastication

Required native ground seeding shall be completed before any mastication or mechanical vegetation treatment begins within the applicable authorized polygon. This sequencing requirement is material and may not be reversed without a written contract amendment or written direction signed by an authorized District representative and, when required, BLM.

- The District or BLM will identify the approved seed mix, application rate, treatment polygons, acreage, timing, and method in writing before seeding begins.
- When seed is furnished by BLM or the District, the Contractor remains responsible for receipt, custody, transport, lawful storage, accurate application, reconciliation of quantities, and return or disposition of unused material as directed.
- The Contractor shall apply seed uniformly at the approved rate and method, prevent application outside authorized boundaries, and document the date, personnel, equipment, weather, seed mix, lot information, quantity used, acreage completed, and GIS location. Seed rate is 10 lbs. per ace and less than in grassy areas.
- Upon completion of seeding in a polygon, the Contractor shall notify the District and submit the required records. Mastication may not begin in that polygon until the District completes or coordinates inspection and issues written acceptance and release to proceed.
- Seeding that is incomplete, outside the authorized boundary, applied at an unapproved rate, or inadequately documented shall be corrected at the Contractor's expense before mastication is authorized.

A.7 Mandatory Phase 2 Mastication and Manual Removal

After written release confirming acceptance of the required pre-mastication seeding, the Contractor shall mechanically masticate or remove authorized saltcedar, Russian olive, elm, and other specifically approved invasive woody vegetation within the designated polygons. Chainsaws or other approved hand methods shall be used where equipment access is restricted or where resource protection requires a more selective method.

- Protect desirable native vegetation, cultural resources, active channels, wetlands, utilities, fences, roads, structures, and other resources identified for retention.
- Do not push, bury, or deposit slash, mulch, soil, or debris into active channels, culverts, roads, drainage features, or unauthorized areas.
- Operate only within approved access routes and treatment boundaries. Unauthorized ground disturbance, cross-country travel, or treatment is prohibited.
- Process or distribute slash and mulch in the manner and depth approved by the District and BLM. Remove accumulations that create a fire, access, drainage, or safety hazard.

A.8 Mandatory Phase 3 Cut-Stump Herbicide Treatment

Where woody stems are cut rather than fully masticated, the Contractor shall apply an approved cut-stump herbicide treatment to each eligible freshly cut stump as soon as practicable and no later than fifteen (15) minutes after cutting. Only BLM-approved products, rates, adjuvants, dyes, and application methods authorized by the approved Pesticide Use Proposal and product label may be used.

- Herbicide application shall be performed or directly supervised by properly licensed personnel using calibrated equipment.
- The Contractor shall prevent drift, overspray, spills, off-target application, and contamination of water, soil, desirable vegetation, equipment, or public areas.
- Daily pesticide records shall identify product, EPA registration number, rate, mixture, quantity, applicator, license number, weather, start and stop times, location, acreage or stump count, and any incident or deviation.

A.9 Mandatory Phase 4 Follow-Up Resprout Treatment

The Contractor shall inspect the completed treatment footprint and perform one authorized follow-up herbicide treatment of invasive resprouts during the approved June through October 2027 treatment period. The District and BLM will confirm timing based on plant condition, weather, environmental restrictions, and funding. Follow-up work shall be documented and accepted using the same location, pesticide-record, photographic, and GIS standards required for initial treatment.

A.10 Optional Tree and Shrub Establishment

Tree and shrub seeding, planting, or other woody native establishment is an optional funding-dependent item and is not part of the mandatory base work unless separately authorized in writing. The District will consider this work only after sufficient funds have been reserved to complete the required ground seeding, mastication/manual removal, cut-stump herbicide treatment, follow-up resprout treatment, inspection, documentation, and closeout obligations.

- The Offeror shall price optional tree and shrub establishment separately from the mandatory base work in the Cost Proposal. Offeror can use saplings or price it for seeding. The approved plantings/seedings can be chosen from the following list: Willow Spp, Cottonwood Spp, Service Berry and New Mexico Olive.
- No optional tree or shrub work may begin without a written task authorization or contract amendment identifying the available amount, species, stock or seed source, quantities, spacing, locations, installation method, protection measures, schedule, inspection standard, and payment basis.
- The District does not guarantee that funds will remain or that any optional quantity will be authorized. An unspent balance does not create an entitlement to perform or invoice optional work.
- Optional work shall not delay, reduce, replace, or interfere with completion of the mandatory work.

A.11 Environmental and Resource Protection Requirements

- Comply with all applicable laws, BLM requirements, environmental decisions, project stipulations, the approved Pesticide Use Proposal, product labels, and written District/BLM direction.
- Mechanical treatment shall not occur from May 15 through July 31 unless required protocol surveys are completed by a qualified person and written BLM wildlife-biologist approval is obtained.
- Immediately stop work in the affected area and notify the District upon discovery of cultural resources, threatened or sensitive species, nests, unknown utilities, hazardous materials, or other unanticipated sensitive resources.
- Do not operate during wet or unsafe soil conditions. Repair Contractor-caused ruts, road damage, erosion, contamination, or other resource damage at no additional cost.
- Clean equipment before entering the project area to prevent transport of noxious weeds, non-native seed, soil, and contaminants.

A.12 Safety, Fire Prevention, and Incident Response

The Contractor is solely responsible for safe operations and shall comply with applicable occupational-safety requirements, fire restrictions, traffic controls, pesticide requirements, equipment standards, and emergency procedures. Required fire-suppression and spill-response equipment shall be present and serviceable whenever field operations are underway. Any accident, injury, spill, fire, property damage, off-target treatment, environmental impact, regulatory contact, or near miss shall be reported to the District immediately, followed by a written incident report within twenty-four (24) hours unless a shorter period is required by law or BLM.

A.13 Documentation and Deliverables

- Daily field records identifying personnel, equipment, hours, polygon or location, treatment type, acres or quantities completed, seed and herbicide quantities, weather, delays, inspections, and issues encountered. Geotagged and date-stamped photographs showing representative before, during, and after conditions for each polygon and treatment phase.
- Weekly progress summaries comparing planned and completed work, schedule status, quantities, upcoming work, constraints, and corrective actions.
- GIS-compatible treatment polygons and supporting attribute data showing the actual location, date, acreage, and treatment type completed. GIS deliverables shall use the format and coordinate system required by the District or BLM.
- With each invoice, a cross-reference of billed quantities to accepted treatment records, photographs, pesticide records, seed records, inspection documentation, and GIS data.
- Within ten (10) calendar days after final fieldwork, a complete closeout report containing final quantities, methods, dates, maps, shapefiles, photographs, pesticide records, seed reconciliation, incidents, corrective actions, and certification that all authorized work is complete.

A.14 Inspection, Acceptance, and Correction

The Contractor shall notify the District when each phase and polygon is ready for inspection. Acceptance requires verification of location, quantities, sequencing, treatment quality, documentation, environmental compliance, and correction of deficiencies. District or BLM observation, inspection, partial payment, or use of completed work does not waive latent defects or relieve the Contractor of responsibility. Rejected, incomplete, out-of-boundary, improperly sequenced, undocumented, or noncompliant work shall be corrected at no additional cost.

A.15 Measurement and Payment

Payment will be based on verified and accepted quantities at the contract unit prices. Unit prices shall include all labor, supervision, equipment, fuel, mobilization, materials, herbicide, handling of furnished seed, travel, documentation, GIS, insurance, overhead, profit, and incidentals necessary for complete performance unless the Cost Proposal expressly identifies a separately authorized item. No payment is due for work performed outside an authorized polygon, before required written release, in the wrong sequence, beyond an authorized quantity, or without required documentation.

A.16 Schedule and Order of Work

The Contractor shall complete the work in the following order unless the District issues a lawful written modification: (1) approved native ground seeding; (2) inspection, acceptance, and written release; (3) mastication and manual removal; (4) cut-stump herbicide treatment concurrent with cutting where applicable; (5) follow-up resprout treatment during the approved 2027 treatment window; (6) optional tree and shrub establishment only if authorized; and (7) final inspection and closeout. All authorized work and closeout shall be completed no later than October 2027, subject to the executed contract, Notice to Proceed, environmental restrictions, access, weather, and lawful written extensions.

A.17 Budget Cap and Funding Limitation

The total amount available for this project shall not exceed \$276,500.00, inclusive of New Mexico gross receipts tax and all costs necessary to complete the authorized work. A Cost Proposal exceeding the available project budget may be deemed nonresponsive. The District may authorize fewer acres, reduced quantities, or no optional tree and shrub establishment to remain within available funding, provided any adjustment is lawful and does not materially alter the basis of competition.

The budget cap does not guarantee that the District will authorize or expend the entire amount. Payment is limited to work authorized in writing, properly completed, documented, inspected, and accepted. No work exceeding the executed contract amount is payable without a written amendment executed by authorized representatives.



APPENDIX "B"

SOLICITATION ACKNOWLEDGMENT OF RECEIPT

BLM WUI-Largo

Phase II

RFP 26-27-003

ACKNOWLEDGMENT

The undersigned acknowledges receipt of the complete Request for Proposals identified above, including the title page, solicitation documents, Appendix A through Appendix J, and all materials issued with the original solicitation package.

IMPORTANT: Returning this form is requested to assist the District in maintaining its procurement distribution list. Failure to return the form does not, by itself, disqualify an Offeror. Each Offeror remains responsible for obtaining, reviewing, and acknowledging all addenda and procurement notices issued by the District.

OFFEROR INFORMATION

Legal Name of Firm:	DBA (if applicable):	
Authorized Representative:	Title:	
Email:	Phone:	
Mailing Address:		
City:	State:	ZIP Code:

INTENT TO RESPOND

The firm identified above: ☐ Intends to submit a proposal ☐ Does not intend to submit ☐ Undecided

CERTIFICATION AND SIGNATURE

By signing below, the authorized representative certifies that the information provided on this form is accurate and authorizes the District to use the contact information above for correspondence concerning this RFP.

Signature of Authorized Representative: _____	Date: _____
Printed Name: _____	Title: _____

RETURN COMPLETED FORM TO

Jaimie Scott, Procurement Officer / District Manager
 San Juan Soil & Water Conservation District
 301 McWilliams Road, Aztec, NM 87410

RETURN INFORMATION

Email: business@sanjuanswcd.com
 Phone: (505) 234-6040
Requested return date/time: No deadline

BLM WUI LARGO PHASE II

PROPOSED TREATMENT POLYGONS | TOPOGRAPHIC LOCATION MAP | PROJECT 420



MAP SUMMARY

Mapped features

12 polygons

Source acreage total

296 acres

LEGEND



Provided treatment polygon

FEATURE ACRES

1	6 ac	7	53 ac
2	42 ac	8	50 ac
3	36 ac	9	21 ac
4	12 ac	10	17 ac
5	4 ac	11	22 ac
6	27 ac	12	6 ac

APPENDIX "C"

U.S. Department of Interior

Bureau of Land Management

PESTICIDE USE PROPOSAL

State

New Mexico

County

San Juan and Rio Arriba

District or Field Office

Farmington Field Office

Location

(Attach maps or submit GIS Spatial Data)

See Maps Below

Originator Name

C.J Vialpando

Originator Company or Organization

BLM

Originator Contact Information

cvialpando@blm.gov or (505) 512-5683

Estimated Number of Acres 9,620

General Description of Treatment Site

The project consists of treating invasive woody species (Russian olive, Chinese elm, and saltcedar) (Largo, Carizzo and Cutter drainages) with herbicide. Cottonwood and willows are present within the project area, treatments will not include these species. The project is within ephemeral drainages and rangeland habitat. The project does overlap with grazing allotments. No designated recreational areas.

Proposal Number *(completed by the BLM)*

NM-F010-25-0005

EA Reference Number

NM210-05-039-EA, DOI-BLM-NM-F010-2024-0066 DNA

Project Name

Largo, Cutter, and Carrizo Canyon Exotic Vegetation Removal Project

Duration of Proposal

3 Years

Date

June 23, 2025

Proposal Preparer Name

C.J Vialpando

Proposal Preparer Organization

BLM

Proposal Preparer Contact Information

cvialpando@blm.gov or (505) 512-5683

Table 1 Pesticide Information <i>Use the following tables or attach tables to indicate which products are proposed to be used. The row numbers should be consistent throughout each table. Also submit copies of product labels and Material Safety Sheets along with this Pesticide Use Proposal.</i>				
Row	Trade Name <i>(ex: Roundup Pro)</i>	Common Name <i>(ex: glyphosate)</i>	EPA Registration Number	Manufacturer
1	Garlon 4 Ultra	Triclopyr	62719-527	Corteva
2	Habitat	Imazapyr	241-426	BASF Corporation
3	Polaris	Imazapyr	228-534	Nufarm Americas Inc.
4	AquaSweep	2, 4-D andTriclopyr	228-316	Nufarm Americas Inc.
5	Garlon 3A	Triclopyr	62719-37	Dow AgroSciences

Table 2 Pesticide Application Rates				
Row	Trade Name	Maximum Application Rate on Product Label <i>(ex: 2 quarts/acre, 1lb/acre)</i>	Intended Rate of Application <i>(Formulated)</i>	Pounds per Acre <i>Active Ingredient (AI) Acid Equivalent (AE)</i>
1	Garlon 4 Ultra	2 qt/acre	1 oz/acre	0.0313 lb a.e/acre
2	Habitat	6 pints/acre	6 pints/acre	1.5 lb a.e/acre
3	Polaris	6 pints/acre	6 pints/acre	1.5 lb a.e/acre
4	AquaSweep	5.5 pints/acre	1.5% solution = 10oz formulate	1.87 lbs (2, 4-D) & .77 lbs (triclor
5	Garlon 3A	2/3 gallons range	1 gallon/acre	3 lbs a.e
	Garlon 3A cont	2 gallons forestry		

Table 4 Pesticide Timing and Target Species

Row	Trade Name	Application Time Frame	Number of Treatments/year	Target Species
1	Garlon 4 Ultra	Spring, summer, fall	Once, as needed for regrowth	saltcedar, elms, russian olive
2	Habitat	Spring, summer, fall	Once, as needed for regrowth	saltcedar, elms, russian olive
3	Polaris	Spring, summer, fall	Once, as needed for regrowth	saltcedar, elms, russian olive
4	AquaSweep	Spring, summer, fall	Once, as needed for regrowth	saltcedar, elms, russian olive

Table 5 Adjuvants (Colorants, Diluents, Markers, Surfactants, etc)

Trade Name	Type	Manufacturer	Application Rate on Label	Intended Application Rate	Indicate Applicable Row Number
Alligare 90	Surfactant	Alligare	2 qt/acre	2 qt/acre	All
Activator 90	Surfactant	Loveland Products	1-4 Pints/100 gallons		All
Spreader 90	Surfactant	Loveland Products	8-64 oz/100 gallons		All
Elite Premier Blue	Surfactant	Red River Specialites	1:4 or 1:3 dilution ratio	15-20% Tricolopyr,	All
Elite Premier Blue cont				1-5% imazapyr	
Turftrax Blue	Dye	Loveland Products	2-3 oz/gallons	2-3 oz/gallons	All
Hi-light Blue	Dye	BASF Corporation	16-32 oz/100 gallons	16-32 oz/100 gallons	All

Table 3 Pesticide Application Information

Sensitive Aspects and Precautions (Completed by the BLM)

Are there any Special Status Species in the proposed treatment area?

☐ Yes ☒ No

If No, proceed to Site Description section

If Yes, are the Special Status Species considered threatened, endangered and proposed for listing?

☐ Yes ☐ No

If No, proceed to Site Description section

If Yes, did your Field Office coordinate with the appropriate U.S Fish and Wildlife or National Marine Fisheries office?

☐ Yes ☐ No

If No, proceed to Site Description section and explain

If Yes, was ESA Section 7 consultation completed?

☐ Yes ☐ No

If No, proceed to Site Description section and explain

If yes, select extent of consultation and describe the outcome in the Site Description section

Site Description - Sensitive Aspects and Precautions (Completed by the BLM)

Provide appropriate explanations regarding the Special Status Species questions above. Also, identify and describe any BLM Special Status Species.

The project area is outside of any designated and/or mapped yellow-billed cuckoo or NM jumping mouse habitat. Project is specific to elm, salt cedar, Russian olive removal.

Desired Results of Treatment

Control/suppression of non-native invasive woody weed species

Non-Target Impacts and Planned Mitigation

Impacts to non-target plant species will be mitigated through the design features listed in tiered NEPA analyses, as well as label precautions and other BMPs. There may be potential for non-targeted plants to be affected by the project. However, direct application to targeted plant will minimize drift or drip from application. Applications will not be made in winds greater than 7mph or if precipitation is anticipated. Nozzles that emit large droplets may be utilized if there is concern for fine particulate drift. All herbicides have an approved label that allows for use in aquatic situations. Applications within 25 feet of water will be made by low pressure equipment (back-pack sprayers) and re-treats will be cut-stump to additionally minimize any potential for off targeted drift.

Integrated Pest Management Practices Considered

Farmington Field Office will implore IPM practices for certain weed species as appropriate.

Signatures

Originator

CP Vals

Date

6/23/25

Field Office Coordinator

CP Vals

Date

6/23/25

Field Office Manager

Date

State Office Coordinator

Date

Deputy State Director

Date

☐ Approved

APPROVED

☐ Disapproved

Comments

SAN JUAN SOIL & WATER CONSERVATION DISTRICT
EXHIBIT "D"

RFP 26-27-003

BLM WUI LARGO PHASE II
Proposal FORM AND PRICING SCHEDULE

Offeror Legal Name

Mailing Address

Contact / Phone / Email

BASE BID - REQUIRED WORK

Enter a unit price and extended price for every required item. Unit prices must include all labor, supervision, equipment, fuel, travel, herbicide, adjuvants, materials, mobilization/demobilization, documentation, GIS deliverables, insurance, overhead, profit, and incidentals needed for complete and accepted performance. Do not add a separate mobilization charge.

Item	Treatment Component	Est. Qty.	Unit	Unit Price	Extended Price
1	Mastication and mechanical/manual removal of authorized invasive woody vegetation, including slash processing and protection of retained resources	296	acre	\$ _____	\$ _____
2	Chemical treatment - two applications: initial cut-stump treatment within 15 minutes of cutting and one follow-up resprout treatment	296	acre	\$ _____	\$ _____
3	Native seeding and/or planting following resprout treatment, using District/BLM-approved species, materials, locations, and methods	296	acre	\$ _____	\$ _____
SUBTOTAL					\$ _____
NMGRT (STATED SEPARATELY)					\$ _____
TOTAL BID					\$ _____

OFFEROR CERTIFICATIONS AND SIGNATURE

- ☐ The Offeror has examined the RFP, Statement of Work, issued maps/shapefiles, PUP, addenda, site and access conditions, and Sample Contract.
- ☐ The quantities shown are estimates. Payment will be based on District-verified and accepted quantities at the bid unit prices, subject to written authorization and available funds.
- ☐ The Offeror's unit prices are firm for the 90-day bid-validity period and include all costs necessary for complete performance, except NMGRT stated separately.
- ☐ The Offeror understands that native seed mix, plant species, quantities, sources, installation methods, and treatment locations require written District/BLM approval before work begins.
- ☐ The Offeror agrees that a discrepancy between a unit price and an extended price will be resolved using the unit price, and the District may correct mathematical extensions for bid comparison.
- ☐ The Offeror accepts the RFP and Sample Contract except for exceptions expressly identified and attached to this form. If no exceptions are attached, the Offeror represents that none are requested.

**SAN JUAN SOIL & WATER CONSERVATION DISTRICT
EXHIBIT "D"**

ADDENDA ACKNOWLEDGED

Addendum No.	Date Received	Addendum No.	Date Received
--------------	---------------	--------------	---------------

By signing below, the undersigned certifies that the information and prices in this bid are complete, accurate, independently developed, and binding on the Offeror, and that the undersigned is authorized to submit this bid.

Authorized Signature: _____

Printed Name and Title: _____

Legal Name: _____

Date: _____



SAN JUAN SOIL AND WATER CONSERVATION DISTRICT

RFP 26-27-003

BLM WUI Largo Canyon Phase II

ADDENDUM NO. 1

Addendum Issue Date	September 21, 2026
Issued By	Jaimie Scott, Chief Procurement Officer

Purpose of Addendum

This addendum revises the Non-Mandatory Pre-Proposal Conference and Proposal Due Date for RFP 26-27-003. The revised dates and times below replace the corresponding schedule information in the original RFP.

Schedule Item	Original Date and Time	Revised Date and Time
Non-Mandatory Pre-Proposal Conference	September 27, 2026	September 28, 2026 at 10:00 a.m.
Proposal Due Date and Time	October 3, 2026 at 4:00 p.m. local time	October 5, 2026 at 4:00 p.m. local time

Effect of Addendum

All other terms, conditions, requirements, specifications, and submission instructions contained in RFP 26-27-003 remain unchanged and in full force and effect.

Offerors are responsible for incorporating these revisions into their proposals and acknowledging receipt of this addendum on the Solicitation Acknowledgment of Receipt form included in the RFP.

Issued by:

Jaimie Scott
Chief Procurement Officer
San Juan Soil and Water Conservation District
301 McWilliams Road
Aztec, New Mexico 87410
(505) 234-6040
business@sanjuanswcd.com

Signature: _____

Date: _____

APPENDIX “E”
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

Offerors Name: _____

This form is being submitted to your company for completion as a reference for the organization listed above. Submit this Questionnaire to the San Juan Soil & Water Conservation District via e-mail to:

Name: Jaimie Scott, District Manager/Procurement Manager
Email: Business@sanjuanswcd.com

Forms must be submitted no later than October 5, 2026, and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide thorough comments in response to the questions asked. The comments you provide will help the San Juan Soil & Water Conservation District evaluate the above-referenced Offeror’s service history, successful execution of services, and evidence of customer/client satisfaction.

For questions or concerns regarding this form, please contact San Juan Soil & Water Conservation District Procurement Manager at (505) 234-6040 and Business@sanjuanswcd.com. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

Organization Providing Reference:	
Contact Name & Title:	
Contact Telephone No	
Contact E-Mail Address:	
Product/Service Dates: <i>(Start and End Dates)</i>	
Technical Environment:	

QUESTIONS:

1. In what capacity have you worked with Offeror in the past?
2. How would you describe Offeror's knowledge and expertise?
3. How would you describe Offeror's flexibility relative to changes in the project scope and timeline?
4. How satisfied are you with the materials/documentation produced by Offeror?
5. How would you describe the dynamics/interaction between Offeror personnel and your staff?
6. By name, please identify who are/were Offeror's principal representatives involved in your project. How would you describe your satisfaction with each representative, individually? Please provide a brief comment on the skills, knowledge, behaviors, or other factors on which you base your satisfaction.
7. How satisfied are/were you with the services rendered and/or products developed by Offeror? Please provide a brief explanation as to why you were or were not satisfied.
8. Which aspect(s) of Offeror's services are/were you most satisfied? Please provide a brief explanation as to why you were satisfied.
9. Which aspect(s) of Offeror's services are/were you least satisfied? Please provide a brief explanation as to why you were dissatisfied.
10. Would you recommend Offeror services to your organization again? Why or why not?
11. Is there any other information you wish to share regarding Offeror?

APPENDIX “F”

**CONFLICT OF INTEREST, NON-COLLUSION
AND DEBARMENT CERTIFICATION**

**BLM WUI-Largo Phase II
RFP No. 26-27-003**

A. OFFEROR INFORMATION

Offeror Legal Name:	Business Address:
City, State and ZIP:	Authorized Representative:
Title:	Telephone:
Email:	

1. CONFLICT-OF-INTEREST CERTIFICATION

The Offeror certifies that, except as disclosed below:

- The Offeror does not presently have and will not acquire any financial, business, personal, organizational, or
1. other interest that would conflict, or appear to conflict, with the impartial and objective performance of the resulting contract.
- The Offeror has disclosed all actual, potential, and apparent conflicts involving the Offeror, its owners, officers,
2. employees, agents, affiliates, proposed subcontractors, San Juan Soil & Water Conservation District supervisors or employees, BLM personnel, consultants, inspectors, or project representatives.
- Neither the Offeror nor its representatives improperly participated in preparing specifications, evaluation
3. criteria, or other solicitation requirements in a manner that would restrict competition or provide the Offeror with an unfair competitive advantage.
4. The Offeror has complied and will continue to comply with the New Mexico Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, and all other applicable conflict-of-interest laws.
5. The Offeror will immediately disclose in writing any conflict or potential conflict discovered after submission of its proposal or during contract performance.

SELECT ONE:

- ☐ No actual, potential, or apparent conflict of interest exists.
- ☐ A conflict or potential conflict exists and is fully described in an attachment to this certification.

Optional brief description or attachment reference:

2. NON-COLLUSION CERTIFICATION

The Offeror certifies that:

1. The proposal and all prices contained in it were independently developed without collusion, consultation, communication, or agreement with another Offeror or competitor for the purpose of restricting competition.
2. The Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding or competitive proposals.
3. Unless otherwise required by law, the prices, technical approach, and material terms of the proposal have not knowingly been disclosed to another Offeror or competitor before the proposal deadline.
4. No attempt has been made or will be made to induce another person or business to submit or refrain from submitting a proposal for the purpose of restricting competition.
5. The Offeror has not engaged in price fixing, bid rigging, market allocation, kickbacks, fraudulent representations, or other anticompetitive conduct relating to this procurement.

3. SUSPENSION AND DEBARMENT CERTIFICATION

The Offeror certifies that neither the Offeror nor any owner, principal, officer, proposed subcontractor, or other participant in the resulting contract:

1. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a federal, state, or local government transaction;
2. Appears as an excluded or ineligible party in the federal System for Award Management, SAM.gov;
Has, within the preceding three years, been convicted of or had a civil judgment entered for fraud, a criminal offense related to obtaining or performing a public contract, violation of antitrust laws, embezzlement, theft,
3. forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property, except as disclosed in an attachment;
4. Is presently indicted for or otherwise criminally or civilly charged by a governmental entity with an offense described above, except as disclosed in an attachment; or
5. Has had one or more public transactions terminated for cause or default within the preceding three years, except as disclosed in an attachment.

SELECT ONE:

- ☐ The Offeror and its principals are not suspended, debarred, excluded, proposed for debarment, or otherwise ineligible.
- ☐ An exception exists and is fully described in an attachment to this certification.

3. SUSPENSION AND DEBARMENT CERTIFICATION — CONTINUED

The Offeror shall immediately notify the District in writing if its exclusion, suspension, debarment, eligibility, or certification status changes before contract award or during contract performance. The District may verify the Offeror's status through SAM.gov and other federal, state, or local records.

Optional brief description or attachment reference:

4. CERTIFICATION AND SIGNATURE

The undersigned certifies that they are authorized to execute this certification on behalf of the Offeror, have read and understand it, and that all representations and disclosures are complete, accurate, and truthful.

NOTICE: A materially false, misleading, or incomplete certification may result in rejection of the proposal, cancellation of an intended award, termination of a resulting contract, recovery of damages or payments, suspension or debarment, and referral to appropriate authorities.

AUTHORIZED CERTIFICATION

Authorized Signature:	Date:
Printed Name:	Title:
Offeror Legal Name:	
Attachments Included: ☐ No ☐ Yes	Number of Pages:
District Use Only – Reviewed By:	Date:

Submit this completed certification and any required disclosure attachments with the Offeror's proposal.

APPENDIX"G"

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, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled 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 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

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 a 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 [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s)

Purpose of Contribution(s)

(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)

APPENDIX H

LICENSING AND QUALIFICATION REQUIREMENTS

RFP 26-27-003 | BLM WUI LARGO PHASE II

Bidder Legal Name _____

Primary Applicator _____

NMDA License Number(s) _____

The Offeror must hold and maintain every license, certification, permit, registration, and qualification required for the work it performs. All licenses must remain active and in good standing throughout the contract term. Copies and verification information must be provided as stated below.

1. REQUIRED WITH THE SEALED BID - RESPONSIVENESS REVIEW

- ☐ Copy of the Bidder's current New Mexico Department of Agriculture (NMDA) Commercial Applicator license issued in the legal name of the bidding business.
- ☐ Copy of the current NMDA license for each proposed certified applicator, showing every pesticide category that the individual will use on this project.
- ☐ Completed personnel schedule identifying the certified applicator, each operator/technician, each person working under a training permit, and the proposed duties of each person.
- ☐ List of pesticide-application equipment and the current NMDA equipment license, decal, or identification information applicable to each unit.
- ☐ Disclosure of every proposed subcontractor. A subcontractor performing pesticide work must submit the same NMDA business and individual licensing evidence required of the prime Offeror.
- ☐ Statement confirming that the Offeror can obtain and maintain all other licenses and registrations required for its vehicles, drivers, business operations, and mechanical equipment.
- ☐ Commercial General Liability: Minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate. The San Juan Soil & Water Conservation District must be named as an additional insured."

2. APPLICABLE NMDA PESTICIDE CATEGORIES

The license category must cover the actual application site and work assigned. The District will verify the applicable category or categories with NMDA and BLM before Notice to Proceed.

3. REQUIRED BEFORE CONTRACT EXECUTION OR NOTICE TO PROCEED

- ☐ District verification that the Commercial Applicator license, individual applicator licenses, operator/technician licenses, training permits, and equipment licenses remain active and in good standing.
- ☐ Proof that every person applying a restricted-use pesticide is a licensed certified applicator or is working under legally sufficient direct supervision. Actual physical presence is required whenever the pesticide label requires it.
- ☐ Current labels, Safety Data Sheets, EPA registration numbers, proposed rates, adjuvants, and application methods for every product proposed for use.
- ☐ Written confirmation that all pesticide work will comply with the approved BLM Pesticide Use Proposal (PUP), product labeling, BLM directions, and project-specific environmental restrictions.
- ☐ Evidence of required commercial pesticide financial responsibility and all insurance required by the RFP and resulting contract. Pesticide handling, storage, disposal, application, use, misuse, and chemical drift must not be excluded from applicable coverage.
- ☐ Current New Mexico business registration or authorization to transact business, IRS Form W-9, and applicable tax-registration information.
- ☐ Valid driver's licenses, commercial driver's licenses, USDOT credentials, vehicle registrations, and permits when required by the vehicle, load, or operation proposed.

4. OPERATOR, EQUIPMENT, AND FIELD-COMPLIANCE REQUIREMENTS

- ☐ Operator/technicians and persons working under training permits must satisfy current NMDA supervision, training, and examination requirements.

SAN JUAN SOIL & WATER CONSERVATION DISTRICT

- ☐ Pesticide equipment must be properly licensed or identified when required, maintained in good mechanical condition, calibrated accurately, and operated only by qualified personnel.
- ☐ Chainsaw, masticator, skid-steer, excavator, chipper, and other mechanical-equipment operators must be trained, competent, and qualified for the equipment assigned. The District may request training records or proof of experience.
- ☐ The Contractor must supply required personal protective equipment, fire-suppression equipment, spill-response materials, first-aid supplies, and other safety equipment required by law, label, PUP, BLM direction, or the contract.
- ☐ Application records must be completed within the time required by NMDA and provided to the District in the BLM/District-required format with each progress report and invoice.

5. CONTINUING DUTY AND DISTRICT REMEDIES

The Contractor must immediately notify the District of any expiration, suspension, restriction, investigation, change in business status, loss of qualified personnel, insurance change, or other event affecting its legal authority or ability to perform. The District may verify licensing directly with NMDA or another issuing authority; reject an unqualified Offeror; withhold Notice to Proceed; suspend affected work; require replacement personnel; reject or withhold payment for unauthorized work; or exercise other remedies allowed by the RFP, contract, or law.

OFFEROR CERTIFICATION

Authorized Signature

Printed Name

Title

Date

Certification: The undersigned certifies that the licensing information submitted with the bid is complete and accurate and that the Offeror will maintain all required authority throughout performance.

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☒ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Appendix "J"



San Juan Soil & Water Conservation District

Project: BLM WUI-Largo Phase II

Contract Terms and Conditions

DRAFT – CONTRACT NUMBER AND DATES TO BE CONFIRMED

SAN JUAN SOIL AND WATER CONSERVATION DISTRICT
SERVICES CONTRACT

FOR

[INSERT CONTRACTOR LEGAL NAME]

THIS AGREEMENT is made and entered into by and between the San Juan Soil & Water Conservation District, a governmental subdivision of the State of New Mexico and a public body politic and corporate, hereinafter referred to as the "District," and [INSERT CONTRACTOR LEGAL NAME], hereinafter referred to as the "Contractor." This Agreement becomes effective on the date of the last required signature below.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The objective of the BLM WUI Largo Carrizo Phase II project is to reduce hazardous invasive fuels and establish defensible space within the Largo, Carrizo, and Cutter Canyon corridors on Bureau of Land Management-administered lands under the Farmington Field Office. The work will protect at-risk communities and oil and gas infrastructure, improve firefighter safety, and improve the resilience of native cottonwood-dominated riparian stands. A minimum project footprint of approximately 279 acres will be treated within District- and BLM-approved polygons. No work outside an approved boundary or access route is authorized without prior written approval from the District and BLM.

The contractor shall:

1. Provide all labor, supervision, equipment, vehicles, fuel, tools, herbicide, adjuvants, native seed or plant materials, personal protective equipment, licenses, permits, documentation, and incidentals necessary to complete the authorized work.
2. Mechanically remove or masticate saltcedar, Russian olive, elm, and other authorized invasive woody vegetation. Use chainsaws or other hand methods where terrain, access, or resource

restrictions prevent the use of heavy equipment. Protect desirable native vegetation and process slash or mulch as directed.

3. Apply only District- and BLM-approved herbicide to freshly cut stumps as soon as practicable and within fifteen (15) minutes after cutting. Use only products, rates, adjuvants, and methods allowed by the approved product label, Pesticide Use Proposal, and written BLM direction.
4. Inspect the treated project footprint and complete one follow-up herbicide treatment of invasive resprouts during the approved June through October 2027 treatment period.
5. Following the initial resprout-treatment period, seed and/or plant only those locations and materials authorized in writing by the District and BLM. Potential materials may include certified native seed mixture, willow species, cottonwood species, serviceberry, and New Mexico olive. Final species, quantities, sources, locations, and installation methods require prior written approval.
6. Ensure all herbicide application is performed or supervised by a properly licensed pesticide applicator and that all personnel, equipment, and pesticide categories are legally authorized for the assigned work.
7. Perform all pesticide work in accordance with the product label, applicable federal and state pesticide requirements, BLM Manual 9011—Chemical Pest Control, BLM Handbook H-9011-1—Chemical Pest Control, the approved Pesticide Use Proposal, and all written project stipulations.
8. Strictly observe all approved treatment boundaries, access routes, resource-protection areas, and exclusions. Avoid unauthorized ground disturbance and do not use ATVs, UTVs, or cross-country travel unless approved by BLM.
9. Document treatment quantities, herbicide products and rates, application dates, weather and environmental conditions, applicator information, locations, and other required information daily using the required BLM Pesticide Application Record and District reporting forms.
10. Provide weekly progress reports, geotagged before/during/after photographs, GPS data, and GIS-compatible treatment polygons and submit complete supporting documentation with each invoice.
11. Coordinate the work schedule with the San Juan Soil & Water Conservation District and BLM Project Manager so an authorized inspector or monitor may be present during project activities.
12. Clean all equipment by high-pressure or power washing before entering the project area to remove soil, grease, debris, noxious weeds, and non-native plant seeds. Equipment cleaning shall occur away from the project site.
13. Comply with all fire restrictions and immediately suspend work during unsafe or wet conditions or when directed by the District or BLM. Protect cultural and archaeological resources, wildlife, water, native vegetation, soils, roads, fences, utilities, and infrastructure. If an unidentified sensitive resource is discovered, immediately stop work in the surrounding area, protect the resource, and notify the designated project inspector.
14. Repair, at the Contractor's expense, any rutting, road damage, vegetation damage, chemical drift, spill damage, or other resource or property damage caused by project activities; remove temporary markings and waste; and correct or re-treat, at no additional cost to the District, any area determined by the District or BLM to be incomplete or noncompliant.

A. The total compensation payable to the Contractor under this Agreement, including New Mexico gross receipts tax and all labor, supervision, Tebuthiuron 20P, aircraft or approved UAS

costs, landing-facility coordination, equipment, mobilization, insurance, documentation, reporting, GIS deliverables, overhead, and incidentals, shall not exceed \$ _____. This amount is a maximum and does not guarantee any minimum acreage or payment. The Contractor shall be paid only for work that was authorized in writing, satisfactorily completed, fully documented, inspected, and accepted by the District.

B. Payment is contingent upon the availability and continued authorization of applicable federal award funds, compliance with the funding award, and the Appropriations Paragraph below. The District is not obligated to pay for work performed before written authorization to proceed or after suspension, termination, expiration, or exhaustion or withdrawal of available funding.

C. Invoices must be submitted within fifteen (15) days after completion of the invoiced work and by the final invoicing deadline established in writing by the District. Each invoice must identify the authorized treatment polygon, accepted acres, unit price, service dates, separately stated NMGR, and all supporting Pesticide Application Records, calibration records, loading and product records, flight logs, GPS tracks, GIS deliverables, photographs, and incident reports required by the Agreement.

D. Submission or receipt of an invoice does not constitute acceptance or create an obligation to pay. The District may inspect, verify, dispute, reject, withhold, reduce, or recover payment for unauthorized, unverified, undocumented, duplicate, deficient, off-target, or noncompliant work. If the District determines that invoiced services are unacceptable, it shall issue a written letter of exception in accordance with applicable law. Payment for accepted work will be made in accordance with applicable prompt-payment requirements after acceptance and receipt of sufficient federal funds. Final payment is contingent upon completion and acceptance of all closeout deliverables. The District shall not incur late charges, interest, or penalties except when expressly required by applicable law.

3. Term.

This Agreement shall take effect on _____, or on the date of the last required signature, whichever is later, and shall terminate on _____, unless earlier terminated pursuant to Paragraph 4 (Termination) or Paragraph 5 (Appropriations). Work may begin only after execution of this Agreement, satisfaction of all pre-work requirements, and issuance of written authorization to proceed by the District.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the District's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the District is the terminating party, or the

Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the District or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the District or the Contractor of notice of termination of this Agreement, the Contractor shall:

1. Not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the District;
2. Comply with all directives issued by the District in the notice of termination as to the performance of work under this Agreement; and
3. Take such action as the District shall direct for the protection, preservation, retention or transfer of all property titled to the District and records generated under this Agreement.

Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the District upon termination and shall be submitted to the District as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations for the performance of this Agreement. If sufficient appropriations are not available, this Agreement shall terminate immediately upon written notice being given by the District to the Contractor. The District's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the District proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the District and are not employees of the State of New Mexico. The 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. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The 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 authority.

7. Assignment.

The 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 the prior written approval of the District.

8. Subcontracting.

The Contractor shall not subcontract, assign, transfer, or delegate any portion of the work without prior written disclosure to and approval by the District. The Contractor shall identify each proposed subcontractor, the work and dollar amount to be subcontracted, and the subcontractor's licenses, insurance, exclusions status, and qualifications. The Contractor remains fully responsible for every act, omission, cost, record, and compliance obligation of each subcontractor. The Contractor shall incorporate into each subcontract all provisions of this Agreement and all federal award provisions required to flow down to that tier. Unauthorized subcontracting or assignment constitutes a material breach and grounds for immediate termination and recovery of resulting costs.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the District, 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 the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the District.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the District and shall be delivered to the District no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1. In accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any District employee while such employee was or is employed by the District and participating directly or indirectly in the District's contracting process;

2. This Agreement complies with Section 10-16-7(A) NMSA 1978 because:

(I) the Contractor is not a public officer or employee of the District;

(II) the Contractor is not a member of the family of a public officer or employee of the District;

(III) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or

(IV) if the Contractor is a public officer or employee of the District, a member of the family of a public officer or employee of the District, or a business in which a public officer or employee of the District or the family of a public officer or employee of the District has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3. In accordance with Section 10-16-8(A) NMSA 1978:

(I) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the District within the preceding year and whose official act directly resulted in this Agreement; and

(II) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the District's making this Agreement;

4. This Agreement complies with Section 10-16-9(A) NMSA 1978 because:

(I) the Contractor is not a legislator;

(II) the Contractor is not a member of a legislator's family;

(III) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or

(IV) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by Section 10-16-9(A) NMSA 1978, this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5. In accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6. In accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the District.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the District relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the District if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances.

D. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the District and notwithstanding anything in the Agreement to the contrary, the District may immediately terminate the Agreement.

E. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the District proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

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, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for Violation of Law.

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

16. Equal Opportunity Compliance.

The 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 its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1(G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the 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. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the District.

19. Records and Financial Audit.

The Contractor shall maintain complete project, financial, pesticide-application, product, loading, calibration, flight, landing-facility, personnel, subcontractor, invoice, GIS, and supporting records for at least three (3) years after submission of the final expenditure report applicable to the federal award, or for any longer period required by 2 CFR § 200.334, the federal award, litigation, claim, audit, investigation, records hold, or applicable law. The District, BLM, Department of the Interior, federal awarding agency, Inspectors General, Comptroller General of the United States, New Mexico Office of the State Auditor, and their authorized representatives shall have timely access to applicable records, personnel, aircraft, equipment, and project locations for inspection, interview, copying, monitoring, and audit. The District may audit billings before or after payment, and payment does not prevent rejection or recovery of excessive, duplicate, unsupported, unallowable, illegal, or otherwise improper payments.

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the District and the State of New Mexico from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind arising out of the performance of this Agreement and caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, including claims involving aviation operations, pesticide application, chemical drift, overspray, off-target treatment, bodily injury, property damage, environmental damage, or use of an airstrip or landing area. In the event that any action, suit or proceeding related to the services is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after receiving notice, notify legal counsel for the District and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. New Mexico Employee's Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this Agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000.

B. Contractor agrees to maintain a record of the number of employees who have:

1. accepted health insurance;
2. declined health insurance due to other health insurance coverage already in place; or

3. declined health insurance for other reasons.

These records are subject to review and audit by a representative of the State.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following website link to additional information:

<http://insurenwmexico.state.nm.us/>

22. Employee Pay Equity Reporting.

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If the Contractor has 250 or more employees, Contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration.

For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first.

Should Contractor not meet the size requirement for reporting at contract award but subsequently grow such that they meet or exceed the size requirement for reporting, Contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor(s) not meet the size requirement for reporting at contract award but subsequently grow such that they meet or exceed the size requirement for reporting, Contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement.

Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph.

Contractor acknowledges that this subcontractor requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

23. 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.

24. 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 compliance 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 effective waiver by a party of any of its rights shall be effective to waive any other rights.

25. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the District:

Jaimie Scott, District Manager

301 McWilliams Road

Aztec, NM 87410

business@sanjuanswcd.com

To the Contractor:

[CONTRACTOR LEGAL NAME]

Address

Phone #

[CONTRACTOR EMAIL]

26. Insurance and Licensing.

A. Before execution and throughout performance, the Contractor shall maintain all insurance, endorsements, licenses, registrations, certificates, waivers, exemptions, approvals, and authorizations required by the RFP, Appendix I, the Statement of Work, the approved product label, and applicable law. Required coverage includes, as applicable, aircraft or UAS liability

covering pesticide application, drift, overspray, and chemical liability; commercial general liability; automobile liability; workers' compensation and employers' liability; and all additional-insured, waiver-of-subrogation, notice, and endorsement requirements.

B. Certificates of insurance alone do not amend policy terms or establish compliance. Upon request, the Contractor shall provide endorsements and relevant policy provisions. Cancellation, lapse, material reduction, or loss of required insurance, licensing, registration, certification, exemption, or operational authority shall be reported immediately and constitutes grounds for suspension or termination.

27. Federal Award Contract Provisions.

A. Federal Award. This Agreement is made under a federal financial assistance award administered by the District in connection with the Bureau of Land Management. The Contractor is a contractor of the District and is not a federal contractor, subrecipient, agent, employee, or third-party beneficiary of BLM, the Department of the Interior, or the United States. The Federal Government is not a party to this Agreement and assumes no contractual liability to the Contractor or any subcontractor.

B. Remedies for Breach. In addition to termination and other remedies stated in this Agreement, the District may suspend work, require correction or re-performance, reject nonconforming work, withhold or reduce payment, recover improper payments and damages, obtain substitute performance, and pursue all other administrative, contractual, legal, and equitable remedies for breach or noncompliance. Remedies are cumulative.

C. Termination. This Agreement is subject to termination for cause and convenience as provided in Paragraph 4, including the manner of termination and basis for settlement, consistent with Appendix II to 2 CFR Part 200.

D. Contract Work Hours and Safety Standards Act. To the extent applicable, the Contractor and covered subcontractors shall comply with 40 U.S.C. §§ 3701–3708 and implementing regulations, including applicable overtime and working-condition requirements.

E. Clean Air and Water. If the Contract Price exceeds \$150,000, the Contractor shall comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, 42 U.S.C. §§ 7401–7671q, and the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251–1387. The Contractor shall report violations to the District, the federal awarding agency, and the appropriate EPA Regional Office and shall include this requirement in covered subcontracts.

F. Debarment and Suspension. The Contractor certifies that it, its principals, and its proposed subcontractors are not listed as excluded in the System for Award Management. The Contractor shall not enter into a covered transaction with an excluded or ineligible party and shall

immediately notify the District of any proposed or actual suspension, debarment, exclusion, or ineligibility.

G. Byrd Anti-Lobbying Amendment. If the Contract Price exceeds \$100,000, the Contractor shall execute and comply with the certification required by 31 U.S.C. § 1352. The Contractor shall not use federal appropriated funds to influence or attempt to influence covered federal officials in connection with a federal award and shall disclose lobbying with non-federal funds as required. This requirement shall flow down to each applicable tier.

H. Prohibited Telecommunications and Video-Surveillance Equipment. The Contractor shall comply with 2 CFR § 200.216 and shall not provide or use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of this Agreement.

I. Domestic Preferences. To the greatest extent practicable and consistent with law, the Contractor shall provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in the United States in accordance with 2 CFR § 200.322 and shall include this requirement in applicable subcontracts and purchase orders.

J. Recovered Materials. When applicable, the Contractor shall comply with 2 CFR § 200.323 and Section 6002 of the Solid Waste Disposal Act, including applicable requirements for procuring EPA-designated items containing the highest practicable percentage of recovered materials.

K. DOI Covered UAS. No UAS may be used unless specifically approved in writing by the District and the BLM Farmington Field Office. The Contractor shall comply with all applicable Department of the Interior covered-UAS restrictions, OPM-35, the DOI Covered UAS Assessment Guide, FAA requirements, and project-specific approvals. Selection, award, or District review does not independently constitute operational approval.

L. Nondiscrimination and National Policy Requirements. The Contractor shall comply with all federal civil-rights, nondiscrimination, trafficking-in-persons, and other national-policy requirements expressly applicable to contractors under the federal award.

M. Flow-Down and Award Terms. The Contractor shall comply with each additional provision of the federal award that is expressly incorporated into this Agreement or identified in a written amendment and shall incorporate all mandatory provisions into each covered subcontract or purchase order. If a mandatory federal requirement conflicts with another contract term, the mandatory federal requirement controls to the extent of the conflict.

28. Order of Precedence.

In the event of a conflict, the following order of precedence applies: (1) applicable law and mandatory federal award requirements; (2) written contract amendments; (3) this Agreement; (4)

formal RFP addenda; (5) Appendix A – Statement of Work; (6) the remaining RFP documents and appendices; and (7) the Contractor’s accepted proposal, clarifications, and cost proposal, except to the extent a later document is expressly incorporated and states that it controls.

29. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below.

By: _____ Date: _____

Jaimie Scott

District Manager

By: _____ Date: _____

Name of Contractor/Person Signing

Title