

**REQUEST FOR PROPOSAL TO
Establish a 501(c)(3) Non-Profit Organization to
Support the Development of and Sustain the Rio Grande Trail**

I. PURPOSE OF THIS REQUEST FOR PROPOSALS

The Rio Grande Trail Commission (“RGTC”) seeks proposals from qualified contractors to fulfill the following scope of work to establish a 501(c)(3) Non-Profit Organization (“NPO”) to support the development of, and sustain, the Rio Grande Trail (“RGT”), consistent with the work being conducted by the RGTC. The scope of work includes: (1) public engagement to generate interest amongst, and gather input from, key stakeholder groups regarding the formation and purpose of a RGT NPO; (2) producing a report that summarizes input received and includes essential governance information for forming a RGT NPO; (3) working with the RGTC NPO Subcommittee (“Subcommittee”) to recruit and form a RGT NPO Board of Directors (“BOD”); and (4) seating and guiding the BOD through initial meetings to accomplish important steps for the NPO’s formation including developing a strategic plan and filing federal and state formation applications. The total available budget for this contract is \$100,000.

List of Abbreviations Used

BOD	RGT NPO Board of Directors
EMNRD	New Mexico Energy Minerals and Natural Resources Department
NPO	Non-profit organization
Office	Office of the Rio Grande Trail Commission, within EMNRD
RGT	Rio Grande Trail
RGT NPO	Rio Grande Trail Non-profit organization
RGTC	Rio Grande Trail Commission
Subcommittee	RGT NPO Subcommittee

II. ELIGIBLE OFFERORS

Minimum Qualifications

1. Demonstrated success in conducting public and stakeholder engagement meetings in New Mexico.
2. Experience in non-profit organization operations, board development, and strategic planning processes.
3. Strong verbal, presentation, written, report development, public relations, and meeting facilitation skills.

Preferred Qualifications

1. Experience in planning, development, and/or management of non-motorized outdoor recreation projects and/or long-distance trails.
2. Experience working with local or county governments located in the nine counties through which the RGT, as defined in the [Rio Grande Trail Master Plan](https://www.emnrd.nm.gov/wp-content/uploads/RioGrandTrail_MasterPlan_FINALwChanges.pdf) [https://www.emnrd.nm.gov/wp-content/uploads/RioGrandTrail_MasterPlan_FINALwChanges.pdf], does or would pass through.
3. Experience working with specific stakeholders listed under 1.e below.
4. Demonstrated success in holding public and stakeholder engagement meetings regarding natural and/or cultural resource projects located on public lands and producing reports summarizing and synthesizing the input received.
5. Experience working with Pueblos or Tribal Nations located within New Mexico.
6. Experience in the formation of new NPOs.
7. Experience leading and working with NPO BODs to develop NPO strategic plans.

III. SCOPE OF WORK

The selected Contractor shall complete the following Scope of Work from the date of contract execution with the Energy, Minerals and Natural Resources Department (ENMRD) on behalf of the Rio Grande trail Commission (RGTC) and the Office of the Rio Grande Trail Commission ("Office") until the end of FY26 (June 30, 2026). The head of the Office or designee will serve as the Contract Manager. The Contractor will secure signoff from the Contract Manager (or their designee) on all major deliverables, allowing for five business days for review of and return of feedback on such materials.

1. Conduct a thorough public engagement process that generates interest amongst and gathers input from key stakeholder groups regarding the formation and purpose of a RGT NPO, providing opportunities for written and verbal input. Written input should be gathered through an email address specifically created for this project as well as the online questionnaire described under 1.c below. Share a draft of the materials described under 1.a, 1.b, and 1.c with the Subcommittee formed to develop this Request for Proposal (Subcommittee) for input before finalizing and getting approval from the Contract Manager.
 - a. Prepare a PowerPoint presentation for use with the public and stakeholders that articulates the substance, opportunities, challenges, and progress to date regarding the development of the RGT, and the need for an RGT NPO partner. Acquire and draw upon existing RGT PowerPoint presentations that have been used by RGTC members and contractors.
 - b. Develop a list of guiding questions that will be used to solicit input during the public engagement process as to how to best form and operate a RGT

NPO. The contractor should prepare a “menu of options” for the public to respond to and not rely solely on publicly generated ideas to answer these guiding questions. These guiding questions can include, but are not limited to, the following:

- i. What sort of programs and services might a RGT NPO provide?
 - ii. Would you like to be involved in the RGT NPO? If so, how?
 - iii. Would you or someone you know be interested in serving on the BOD?
 - iv. Do you know of specific sources of funding that the RGT NPO should seek?
- c. Develop and publish through social media channels an online questionnaire to supplement input provided during public meetings or stakeholder discussions. The contractor should use easily accessible software such as Google Forms or Survey Monkey and share all raw and compiled data with the Contract Manager and Subcommittee in an Excel compatible format.
- d. Develop a meeting schedule that engages the public and stakeholders listed below. Consult with the Subcommittee and Contract Manager to ensure all relevant stakeholders are included. Share this schedule with the Contract Manager and Subcommittee in advance of meetings. In coordination with the Contract Manager, develop and implement a communications plan for the public meetings (described under 1.e.i and 1.e.ii below) that utilizes tools such as the RGT website, social media channels, the RGTC email list, and news release(s) distributed through EMNRD.
- e. Public, Tribal Engagement, and Stakeholder Meetings

Public Meetings

- i. Hold at least one meeting in each county included in the RGT Master Plan including Dona Ana, Sierra, Socorro, Valencia, Bernalillo, Sandoval, Santa Fe, Rio Arriba, and Taos counties for the purpose of engaging communities and counties through which the RGT passes through. These meetings must be in-person with a virtual option.
 - ii. General statewide outreach (virtual meeting).

Tribal Engagement Meetings

- iii. Work with RGTC Tribal Subcommittee to reach out to a list provided by the Contract Manager of federally-recognized Pueblos

and Tribal Nations to request meetings regarding the formation of a RGT NPO. These meetings must include participation from member(s) of the RGTC Tribal Engagement Subcommittee.

Stakeholder Meetings – The Contractor shall hold at least 1 meeting with each RGT stakeholder group outlined below. These meetings are expected to be conducted in person whenever feasible. However, when scheduling constraints or other circumstances prevent timely in-person gatherings, the contractor may organize hybrid or virtual meetings as appropriate with the following entities:

- iv. Outdoor recreation organizations representing trail users (hiking, biking, equestrian).
 - v. Trails and public lands stewardship non-profit organizations.
 - vi. Conservation and wildlife organizations.
 - vii. Outdoor equity leaders.
 - viii. RGT Commissioners not serving on the Subcommittee.
 - ix. Special Districts, including, but not limited to the Middle Rio Grande Conservancy District, Elephant Butte Irrigation District, and Internal Boundary and Water Commission.
 - x. Relevant state and federal government agencies having a nexus with the RGT including NM Outdoor Recreation Division, NM State Parks Division, and the appropriate units of the U.S. Bureau of Land Management, Forest Service, National Park Service, and Fish and Wildlife Service.
 - xi. Philanthropic leaders who are focused on New Mexico, public access to outdoor recreation opportunities, etc.
 - xii. Other key stakeholders/partners/potential partners not mentioned above that a need arises to meet with, as directed by the Contract Manager.
2. Produce an NPO framing and governance report (“Report”) that will serve as the guiding document for the NPO’s inception. This report should be based on the Contractor’s own expertise as well as stakeholder and public outreach and research. The audience for the report is the RGTC and the RGT NPO Board of Directors (“BOD”) (which will be formed in this Scope of Work’s latter steps). The contents of the Report will be advisory, recognizing that the RGTC and the BOD may opt to make different decisions regarding topics addressed in the Report. The Report should include the following:
- a. A summary of the public engagement process, input received, questionnaire results, and what was learned.

- b. NPO purpose written as a Mission Statement.
 - c. NPO goals and objectives.
 - d. NPO organizational structure, including key functions, program areas, and staffing.
 - e. Structure and desired composition of the BOD and potential committees.
 - f. List of possible BOD candidates, compiled through public engagement (including Step 1 above) and promotion of a Google form seeking self-nominations (note that the RGTC has already created a prototype of this Google form).
 - g. List of potential funding sources, including seed money from the Office of the Rio Grande Trail, government agencies and programs, foundations, private donors, a membership program, and other non-government sources.
 - h. Description of the process for selecting and seating the BOD.
 - i. Recommended initial steps for the BOD to take (including but not limited to what is listed in #4 below).
3. Recruit and secure commitments from at least 5 (five) individuals to be seated and serve on the BOD, recognizing that the NPO may ultimately have and benefit from a larger BOD.
- a. Work with the Subcommittee in the process of recruitment of BOD candidates.
 - b. Create a requirements and qualifications document to aid in the recruitment and selection of a competent and professional BOD.
 - c. Work with the Subcommittee to evaluate, select, and extend invitations to BOD candidates in a manner that leads to a BOD with a diversity of skills, experience, knowledge, and community representation needed to meet the NPO's purpose and goals; and track responses from the candidates.
4. The Contractor shall seat and guide the BOD through initial meetings, scheduled by the Contractor, to accomplish important steps for the NPO's formation including developing a strategic plan and filing federal and state applications.
- a. Bring BOD together for an NPO formation meeting and sufficient subsequent meetings to meet the deliverables below. The Contractor should facilitate the BOD meetings until a BOD Chair is elected and then co-facilitate the remaining meetings in which the Contractor participates in under this contract.
 - b. Guide the BOD through initial first steps identified in the Report, including adopting by-laws, preparing and submitting federal and state filings, and developing an organizational Strategic Plan as defined below.

- c. The Contractor will lead and implement a strategic planning process with the BOD and write the Strategic Plan. The Strategic Plan should be approved by the BOD and include at a minimum the following items, adopting and modifying what is applicable from the Report.
 - i. NPO mission, vision, goals, and objectives.
 - ii. Overview of NPO anticipated and potential roles and programs.
 - iii. Anticipated opportunities and obstacles.
 - iv. NPO organizational structure, including key functions, program areas, and staffing.
 - v. Organizational 3-year conceptual development and growth plan with explanatory narrative and annual budgets, including expense and revenue categories.
 - vi. Discussion of how the NPO envisions working in partnership with the RGTC, EMNRD, NM Outdoor Recreation Division, and other key partners.
5. Complete the following process tasks in service of completing all the above steps in this Scope of Work:
- a. Attend all meetings of the RGTC in-person to provide progress updates to the larger Commission.
 - b. Join meetings of the Subcommittee (which are typical bi-weekly) to gather information, report on progress and upcoming tasks, and seek input from the Subcommittee as needed. Work with the Subcommittee's designated liaison to the Contractor for any guidance and sign-off needed between meetings.
 - c. Consult the [Rio Grande Trail Master Plan](#), the [summary document](#) based on the Master Plan's NPO section, [RGTC founding legislation](#), [Rio Grande Trail website](#), RGTC meeting packets and minutes from 2025, and other relevant background materials provided by the Subcommittee. Ensure that the Report produced is consistent with these documents. Links for the referenced materials are below in the order they appear:
 - i. https://www.emnrd.nm.gov/wp-content/uploads/RioGrandTrail_MasterPlan_FINALwChanges.pdf
 - ii. https://drive.google.com/drive/folders/1CTB8JUVygTd0qBRUdYMeB8Gth5CmO_Jp
 - iii. <https://www.emnrd.nm.gov/wp-content/uploads/HB0563.pdf>
 - iv. <http://riograndetrailnm.org/>
 - d. Provide the Subcommittee with one draft of the Report to review and incorporate consensus input provided by the Subcommittee into the final version of the Report.

IV. PROPOSAL FORMAT AND CONTENTS

Proposals shall include the following:

- a. Letter of transmittal that:
 - i. identifies the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the Offeror(s);
 - ii. identifies the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
 - iii. explicitly indicate acceptance of the terms and conditions of this RFP and its evaluation factors;
 - iv. that acknowledges receipt of any and all amendments to this RFP; and
 - v. is signed by the person authorized to contractually obligate the Offeror(s).
- b. Overall approach for conducting the work.
- c. Detailed timeline, including for completion of items in the scope of work, that is consistent with the timeline provided below.

Timeline for Completion of Scope of Work <i>Respondents to this RFP should review this timeline, add to and/or modify it (as needed), and include it in their proposal.</i>	
Week #	Description of work / milestones
1	Review background materials; develop project workplan, public engagement and communications plan, PowerPoint presentation, and other materials. Share drafts of these materials with Subcommittee for review and develop list of questions for Subcommittee.
2	Meet with Subcommittee, get feedback on work materials, refine and continue background review and materials development. Begin scheduling public and stakeholder engagement meetings.
3	Continue scheduling public and stakeholder engagement meetings, continue materials development. Implement communications plan to publicize the public meetings. Get signoff from Contract Manager on final PowerPoint and other materials to share during public meetings.
4 through 9	Hold stakeholder and public engagement meetings.
10	Deliver draft Report to RGTC NPO Subcommittee.

11 through 12	NPO Subcommittee review draft Report, provides feedback.
13	Deliver final Report to RGTC. Get signoff from Contract Manager.
13 through 16	Contractor works with the Subcommittee to recruit and secure commitments from individuals to serve on the BOD and sets dates for BOD meetings.
18 through 22	Contractor facilitates a series of BOD meetings as described in Step 4 and completes deliverables including Strategic Plan. Get signoff from Contract Manager.

- d. Statement of qualifications to complete this work.
- e. Resumes or CVs for all team members expected to work on the project, along with references from past clients, including contact information for each reference.
- f. Detailed budget including line items for staff involved, hourly rate, and number of hours for each work task and/or step identified in the proposal, as well as direct expenses including travel. The total proposed budget must not exceed \$100,000. Proposals exceeding this amount will not be considered. Please also include a line item for GRT.
- g. Campaign Contribution Form (Appendix B) - The Offeror(s) shall complete, sign, and submit with the Offeror's proposal response the Campaign Contribution Disclosure Form and disclose whether the Offeror(s), a family member, or a representative of the Offeror(s) has made a campaign contribution to an applicable public official during the two years prior to the RFP. The Offeror(s) shall complete the non-disclosure statement or make separate disclosures for all campaign contributions given by (1) the Offeror(s), (2) a family member, or (3) a representative of the Offeror(s).
- h. Completed, signed Statement of Assurances Form (Appendix C).
 1. Copy of New Mexico preference certificate - To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate (either the New Mexico Business Preference certificate, or the Resident Veterans Business Preference certificate) with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation and Revenue:
<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>. Offerors may only receive points for one preference, but not both.

- i. Disclosure of an existing ownership interest in Offeror's business by a New Mexico State public officer, employee, or family member thereof, pursuant to the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16, if applicable.
- j. Proposals should be submitted as a single pdf package.

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

V. EVALUATION CRITERIA

Proposals will be evaluated based on the following factors:

- Demonstrated qualifications and experience based on Section II. Eligible Offerors (50 points)

Sub-Criteria	Points	Description
Public Engagement and Communication Skills	20	Experience conducting public and stakeholder engagement in New Mexico, including facilitation, presentation, and synthesis of input.
Non-Profit and Board Development Experience	20	Experience forming and managing NPOs, developing strategic plans, and working with Boards of Directors.
Relevant Sector and Stakeholder Experience	10	Experience with outdoor recreation, public lands, Tribal Nations, local governments in RGT counties, and other key stakeholder groups listed in Section III.1.e.

- Quality and feasibility of proposed approach within the stated timeline (20 points)

Sub-Criteria	Points	Description
Clarity and Completeness of Proposed Approach	10	Clear articulation of how the Offeror will fulfill the Scope of Work, including engagement, reporting, and board formation.
Feasibility and Alignment with RFP Timeline	5	Realistic and detailed timeline that aligns with the milestones outlined in the RFP through June 30, 2026.
Integration of Tasks into a Coherent Workplan	5	Logical sequencing and coordination of public engagement, reporting, and board development activities.

- Budget clarity and cost-effectiveness (15 points)

Sub-Criteria	Points	Description
Transparency and Detail of Budget Line Items	5	Clear breakdown of staff roles, hourly rates, hours per task, and direct expenses.
Reasonableness and Justification of Costs	5	Budget reflects fair market rates and is well-justified in relation to the scope and deliverables.

Overall Cost-Effectiveness and Value	5	Proposal demonstrates efficient use of funds and alignment with the \$100,000 cap.
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- Understanding of the RGT mission and stakeholder landscape based on the materials in 5.c and Section II. Eligible Offerors (15 points)

Sub-Criteria	Points	Description
Familiarity with the RGT Mission and Governance Context	5	Demonstrated understanding of the Rio Grande Trail's goals, Commission structure, and long-term vision.
Responsiveness to Background Materials	5	Engagement with the Master Plan, founding legislation, website, and other referenced documents.
Tailoring to RGT's Geographic and Cultural Landscape	5	Ability to adapt recommendations to the trail's regional diversity and stakeholder dynamics.

VI. PREFERENCES

As this RFP is a "formal bid process" and is funded entirely through state funds, EMNRD shall award additional percentages of the total of all evaluation factors to:

- Resident businesses;
- Native American resident businesses;
- Resident veteran businesses; and
- Native American veteran businesses.

Percentages shall be awarded pursuant to NMSA 1978, 13-1-21.

VII. AWARD

EMNRD shall award a contract under the terms of the attached draft PSA (Attachment A) and this RFP. Any PSA awarded as a result of this RFP shall not be binding until approved by both EMNRD and the Department of Finance and Administration. The contract period shall extend from the date of contract approval by General Services Department/Contracts Review Bureau, and shall last no longer than four years, including all amendments and renewals.

VIII. PROTEST PERIOD

Pursuant to NMSA 1978, § 13-1-172 and applicable procurement rules, Offerors who are not selected for funding have the right to timely protest the procurement. Protests

must be written and must include: the name and address of the protestor and the name of the procurement being protested; a statement of the grounds for protest including appropriate supporting exhibits; and the ruling requested from the Division. The protest period begins on the day after notice of selection/non-selection and ends at 5 p.m. 15 days later. Protests must be delivered to: Miguel Gallegos, EMNRD Chief Procurement Officer, EMNRD, 1220 S. St. Francis Drive, Santa Fe, N.M., 87505.

IX. CONTACT PERSON AND DUE DATES

Submit questions related to this RFP by 5:00 pm, November 18, 2025, to Ben Bajema at benjamin.bajema@emnrd.nm.gov. EMNRD will publish answered questions to our website [<https://www.emnrd.nm.gov/riograndetrailcommission/rqtcrequestsforproposals/>] by 5:00 pm November 21, 2025. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

Any inquiries or requests regarding this procurement must be submitted in writing to the EMNRD Contact Person listed above. Offerors may contact ONLY the Contact Person regarding this RFP. Other state employees or Evaluation Committee members do not have authority to respond on EMNRD's behalf.

Submit completed proposals in PDF format to Ben Bajema at benjamin.bajema@emnrd.nm.gov by 5:00 pm, December 1, 2025. Proposals submitted after the deadline will not be considered.

X. NOTICES

Funding source and contract contingency.

A contract awarded under this RFP is subject to the availability and authorization of funding appropriated by the New Mexico Legislature. Specifically, the contract is contingent upon the appropriation outlined in the 2025 House Bill 2 (HB2) as follows:

The period of time for expending the two hundred twenty-five thousand dollars (\$225,000) appropriated from the general fund in Subsection 101 of Section 5 of Chapter 69 of Laws 2024 for development of the Rio Grande Trail Commission is extended through fiscal year 2026.

The Energy, Minerals and Natural Resources Department (EMNRD) reserves the right to modify, delay, or cancel this procurement if funding is not confirmed or authorized for this purpose.

A webinar regarding this RFP will be held on 3:00-4:00 pm on November 11, 2025.

Please RSVP using this link:

<https://us02web.zoom.us/j/88082084340?pwd=d9Yz7APLzu0a0gMhfzJg9AKTgZZcun.1>

The Successful offeror will be notified by 5 pm on January 9, 2026. Discussions may be conducted with offerors whose proposal may potentially be awarded, but proposals may be accepted without discussion.

EMNRD reserves the right to reject any or all proposals or cancel the RFP when it is in EMNRD's best interest.

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

STATE OF NEW MEXICO,
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
PROFESSIONAL SERVICES AGREEMENT (AGREEMENT)

THIS AGREEMENT (Agreement) is made and entered into by and between the State of New Mexico, **Energy, Minerals and Natural Resources Department, (EMNRD) and (insert contractor name) (Contractor)**, and is effective as of the date set forth below upon which it is executed by the General Services Department/State Purchasing Division (GSD/SPD) Contracts Review Bureau.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

Contractor shall perform the following work:

1. Conduct a thorough public engagement process that generates interest amongst and gathers input from key stakeholder groups regarding the formation and purpose of a RGT NPO, providing opportunities for written and verbal input. Written input should be gathered through an email address specifically created for this project as well as the online questionnaire described under 1.c below. Share a draft of the materials described under 1.a, 1.b, and 1.c with the Subcommittee for input before finalizing and getting approval from the Contract Manager.
 - a. Prepare a PowerPoint presentation for use with the public and stakeholders that articulates the substance, opportunities, challenges, and progress to date regarding the RGT, and the need for an RGT NPO partner. Acquire and draw upon existing RGT PowerPoint presentations that have been used by RGTC members and contractors.
 - b. Develop a list of guiding questions that will be used to solicit input during the public engagement process as to how to best form and operate a RGT NPO. The contractor should prepare a “menu of options” for the public to respond to and not rely solely on publicly generated ideas to answer these guiding questions. These guiding questions can include, but are not limited to, the following:

- i. What sort of programs and services might a RGT NPO provide?
 - ii. Would you like to be involved in the RGT NPO? If so, how?
 - iii. Would you or someone you know be interested in serving on the BOD?
 - iv. Do you know of specific sources of funding that the RGT NPO should seek?
- c. Develop, publish, and market an online questionnaire to supplement input provided during public meetings or stakeholder discussions. The contractor should use easily accessible software such as Google Forms or Survey Monkey and share all raw and compiled data with the Contract Manager and Subcommittee in an Excel compatible format.
- d. Develop a robust meeting schedule that engages the public and stakeholders listed below. Consult with the Subcommittee and Contract Manager to ensure all relevant stakeholders are included. Share this schedule with the Contract Manager and Subcommittee in advance of meetings. In coordination with the Contract Manager, develop and implement a communications plan for the public meetings (described under 1.e.i and 1.e.ii below) that utilizes tools such as the RGT website, social media channels, the RGTC email list, and news release(s) distributed through EMNRD.
- e. Public, Tribal Engagement, and Stakeholder Meetings

Public Meetings

- i. Hold at least one meeting in each county included in the RGT Master Plan (Dona Ana, Sierra, Socorro, Valencia, Bernalillo, Sandoval, Santa Fe, Rio Arriba, and Taos counties for the purpose of engaging communities and counties through which the RGT passes through. (These meetings must be in-person with a virtual option).
- ii. General statewide outreach (virtual meeting).

Tribal Engagement Meetings

- iii. Work with RGTC Tribal Subcommittee to reach out to a list provided by the Contract Manager of federally-recognized Pueblos and Tribal Nations to request meetings regarding the formation of a RGT NPO. These meetings must include participation from member(s) of the RGTC Tribal Subcommittee.

Stakeholder Meetings – The Contractor shall hold at least 1 meeting with each RGT stakeholder group outlined below. These meetings are

expected to be conducted in person whenever feasible. However, when scheduling constraints or other circumstances prevent timely in-person gatherings, the contractor may organize hybrid or virtual meetings as appropriate with the following entities:

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- v. Trails and public lands stewardship non-profit organizations.
- vi. Conservation and wildlife organizations.
- vii. Outdoor equity leaders.
- viii. RGT Commissioners not serving on the Subcommittee.
- ix. Special Districts, including, but not limited to the Middle Rio Grande Conservancy District, Elephant Butte Irrigation District, and Internal Boundary and Water Commission.
- x. Relevant state and federal government agencies having a nexus with the RGT including NM Outdoor Recreation Division, NM State Parks Division, and the appropriate units of the U.S. Bureau of Land Management, Forest Service, National Park Service, and Fish and Wildlife Service.
- xi. Other key stakeholders/partners/potential partners not mentioned above that a need arises to meet with, as directed by the Contract Manager.

2. Produce an NPO framing and governance report ("Report") that will serve as the guiding document for the NPO's inception. This report should be based on the Contractor's own expertise as well as stakeholder and public outreach and research. The audience for the report is the RGTC and the RGT NPO Board of Directors ("BOD") (which will be formed in this Scope of Work's latter steps). The contents of the Report will be advisory, recognizing that the RGTC and the BOD may opt to make different decisions regarding topics addressed in the Report.

The Report should include the following:

- a. A summary of the public engagement process, input received, questionnaire results, and what was learned.
- b. NPO purpose written as a Mission Statement.
- c. NPO goals and objectives.
- d. NPO organizational structure, including key functions, program areas, and staffing.
- e. Structure and desired composition of the BOD and potential committees.
- f. List of possible BOD candidates, compiled through public engagement (including Step 1 above) and promotion of a Google form seeking self-

- nominations (note that the RGTC has already created a prototype of this Google form).
- g. List of potential funding sources, including seed money from the Office of the Rio Grande Trail, government agencies and programs, foundations, private donors, a membership program, and other non-government sources.
 - h. Description of the process for selecting and seating the BOD.
 - i. Recommended initial steps for the BOD to take (including but not limited to what is listed in #4 below).
3. Recruit and secure commitments from at least 5 (five) individuals to be seated and serve on the BOD, recognizing that the NPO may ultimately have and benefit from a larger BOD.
- a. Work with the Subcommittee in the process of recruitment of BOD candidates.
 - b. Create a requirements and qualifications document to aid in the recruitment and selection of a competent and professional BOD.
 - c. Work with the Subcommittee to evaluate, select, and extend invitations to BOD candidates in a manner that leads to a BOD with a diversity of skills, experience, knowledge, and community representation needed to meet the NPO's purpose and goals; and track responses from the candidates.
4. The Contractor shall seat and guide the BOD through initial meetings, scheduled by the Contractor, to accomplish important steps for the NPO's formation including developing a strategic plan and filing federal and state applications.
- a. Bring BOD together for an NPO formation meeting and sufficient subsequent meetings to meet the deliverables below. The Contractor should facilitate the BOD meetings until a BOD Chair is elected and then co-facilitate the remaining meetings in which the Contractor participates in under this contract.
 - b. Guide the BOD through initial first steps identified in the Report, including adopting by-laws, preparing and submitting federal and state filings, and developing an organizational Strategic Plan.
 - c. The Contractor will lead and implement a strategic planning process with the BOD and write the Strategic Plan. The Strategic Plan should be approved by the BOD and include at a minimum the following items, adopting and modifying what is applicable from the Report.
 - i. NPO mission, vision, goals, and objectives.
 - ii. Overview of NPO anticipated and potential roles and programs.
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- iv. NPO organizational structure, including key functions, program areas, and staffing.
 - v. Organizational 3-year conceptual development and growth plan with explanatory narrative and annual budgets, including expense and revenue categories.
 - vi. Discussion of how the NPO envisions working in partnership with the RGTC, EMNRD, NM Outdoor Recreation Division, and other key partners.
5. Complete the following process tasks in service of completing all the above steps in this Scope of Work:
- a. Attend all meetings of the RGTC in-person to provide progress updates to the larger Commission.
 - b. Join meetings of the Subcommittee (which are typical bi-weekly) to gather information, report on progress and upcoming tasks, and seek input from the Subcommittee as needed. Work with the Subcommittee's designated liaison to the Contractor for any guidance and sign-off needed between meetings.
 - c. Consult the [Rio Grande Trail Master Plan](#), the [summary document](#) based on the Master Plan's NPO section, [RGTC founding legislation](#), [Rio Grande Trail website](#), RGTC meeting packets and minutes from 2025, and other relevant background materials provided by the Subcommittee. Ensure that the Report produced is consistent with these documents.
 - d. Provide the Subcommittee with one draft of the Report to review and incorporate consensus input provided by the Subcommittee into the final version of the Report.

2. Compensation.

Option 1: Work Product.

A. EMNRD shall pay Contractor for services satisfactorily performed pursuant to the Scope of Work and as specified below. This amount shall not exceed _____ (\$ _____), which amount includes travel and New Mexico gross receipts taxes pursuant to Paragraphs C and D of this Compensation Section (if travel is negotiated. Travel payment language also does not apply when paying on a deliverables basis unless the travel is set out as a separate item. If travel is not paid, remove reference to travel.). EMNRD shall make payment upon the satisfactory and timely completion of the work described in the Scope of Work and for no more than the maximum amount set forth below for each deliverable:

(Insert deliverables/payment schedule here. Delete this instruction.)

In no event shall Contractor be paid for services provided or travel expenses exceeding the total compensation amount without this Agreement being amended in writing prior to those services or expenses exceeding the total compensation amount being provided.

(—OR—)

Option 2: Lump Sum Amount Upon Completion of All Work.

A. Upon satisfactory completion of services, EMNRD shall pay Contractor for services satisfactorily performed pursuant to the Scope of Work in an amount not to exceed _____ (\$ _____), which amount includes New Mexico gross receipts taxes.

(—OR—)

Option 3: Time and Materials. Travel may or may not be paid, depending on negotiation between EMNRD and Contractor.

A. EMNRD shall pay to Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work rendered at the rate of \$_____ per hour, such compensation not to exceed \$_____, which amount includes travel and New Mexico gross receipts taxes, pursuant to Paragraphs C and D of this Compensation Section. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying EMNRD when the services provided under this Agreement reach the total compensation amount. In no event will Contractor be paid for services provided or travel expenses exceeding the total compensation amount without this Agreement being amended in writing prior to those services exceeding the total compensation amount being provided.

B. (For single-year contract, may need to tweak the first sentence.) Payment in FYXX, FYXX, and FYXX is subject to availability of funds pursuant to Section 5, Appropriations, set forth below and to any negotiations between the parties from year to year pursuant to Section 1, Scope of Work, and to approval by GSD/SPD. EMNRD

must receive all invoices no later than 15 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. (To be negotiated at EMNRD's discretion. Travel payment language does not apply when choosing to pay Contractor on a lump sum basis. Travel payment language also does not apply when paying on a deliverables basis unless the travel is set out as a separate item.) EMNRD shall pay such travel expenses as may be incurred, and that are necessary for, the performance of this Agreement at the rates established in the New Mexico Per Diem and Mileage Act, Sections 10-8-1 through 10-8-8 NMSA 1978, as implemented by the current Department of Finance and Administration rule and the current EMNRD travel policy.

D. Contractor is responsible for paying New Mexico Gross Receipts taxes levied on amounts payable under this Agreement.

E. Contractor must submit detailed invoices accounting for all services performed, and expenses incurred. Invoices evidencing the propriety of each claim for payment must be supported by approved purchase order. (When compensation is based on hourly rates, Contractor shall also provide documentation of hours expended on the services provided.) If EMNRD finds the invoice services, or expenses are not acceptable, within 30 days of receipt of written notice from Contractor that payment is requested for services received, EMNRD shall provide Contractor a letter of exception explaining the defect or objection to the invoice, services, or expenses, and outlining steps Contractor may take to provide remedial action. Upon certification by EMNRD that the invoice, services, or expenses have been received and accepted, EMNRD shall tender payment to Contractor within 30 days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, EMNRD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Effective Date and Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE GSD/SPD Contracts Review Bureau. This Agreement shall terminate on **(June 30, 2026)** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, Section 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, Section 13-1-150.

4. Termination.

A. EMNRD.

1) EMNRD may terminate this Agreement for convenience or cause by giving written notice to Contractor at least 30 days prior to the intended date of termination, except that EMNRD may terminate this Agreement immediately by giving written notice to Contractor if (i) Contractor becomes unable to perform the services contracted for as determined in the sole discretion of EMNRD; (ii) during the term of this Agreement, Contractor is suspended or debarred by the State Purchasing Agent; (iii) this Agreement is terminated pursuant to Section 5, Appropriation, of this Agreement; or (iv) this Agreement is terminated pursuant to Section 12, Conflict of Interest; Governmental Conduct Act.

2) Except as otherwise expressly allowed or provided by this Agreement, EMNRD's sole liability upon termination shall be to pay for acceptable work performed prior to Contractor's receipt or issuance of a notice of termination; 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. This provision is not exclusive and does not waive EMNRD's other legal rights and remedies caused by Contractor's default/breach of this Agreement.

B. Contractor.

1) Contractor may terminate this Agreement only based upon EMNRD's uncured, material breach of this Agreement.

2) Contractor shall give EMNRD written notice of termination at least 30 days prior to the intended date of termination, which notice shall (i) identify EMNRD's alleged material breaches of this Agreement upon which the termination is based and (ii) state what EMNRD must do to cure such material breaches. Contractor's notice of termination shall only be effective if (i) EMNRD does not cure all material breaches within the 30-day notice period or (ii) in the case of material breaches that cannot be cured within 30 days, EMNRD does not, within the 30-day notice period, notify Contractor of EMNRD's intent to cure and begin with due diligence to cure the material breach.

C. Termination Management. Immediately upon receipt by either EMNRD or Contractor of notice of termination of this Agreement, Contractor shall:

- 1) not incur any further obligations for salaries, services, or any other expenditure of funds under this Agreement without EMNRD's written approval;
- 2) comply with all directives EMNRD issues in the notice of termination as to the performance of work under this Agreement; and
- 3) take such action as EMNRD directs for the protection, preservation, retention, or transfer of all property titled to EMNRD and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by Contractor with contract funds shall become property of EMNRD upon termination and shall be submitted to EMNRD as soon as practicable.
- 4) Contractor shall submit an invoice for work performed prior to Contractor's receipt or issuance of a notice of termination no later than 30 days after receiving or sending a notice of termination.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by EMNRD to the Contractor. EMNRD's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If EMNRD 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 30 days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its subcontractors and employees are independent contractors performing professional services for EMNRD 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 has no authority to bind and shall not bind the State of New Mexico unless expressly authorized in writing by the State of New Mexico, 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 EMNRD's prior written approval.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of EMNRD. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from EMNRD.

9. Release.

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

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to EMNRD 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 Contractor presently has no interest and, during this Agreement's term, 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 1978C. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

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

2) this Agreement complies with NMSA 1978, Section 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State of New Mexico (State); (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 State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, Section 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, Section 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State 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 EMNRD's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) 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 NMSA 1978, Section 10-16-9(A), 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 NMSA 1978, Section 10-16-13, 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 NMSA 1978, Section 10-16-3(D), the Contractor has not contributed, and during this Agreement's term shall not contribute, anything of value to a public officer or employee of EMNRD.

C. Contractor's representations and warranties in Paragraphs A and B of this Section 12 are material representations of fact upon which EMNRD relied when entering into this Agreement. Contractor shall provide immediate written notice to EMNRD if, at any time during this Agreement's term, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Section 12 were erroneous on this Agreement's effective date or have become erroneous by reason of new or changed circumstances occurring after this Agreement's effective date. In such an occurrence, and in addition to all remedies available to EMNRD and notwithstanding anything in this Agreement to the contrary, EMNRD may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Section 12.

13. Amendment.

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

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

16. Equal Opportunity Compliance.

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 New Mexico's choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over all lawsuits arising under or out of this Agreement's terms.

18. Records and Financial Audit.

The Contractor shall maintain time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of six years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the General Services Department/State Purchasing Division and the State Auditor. EMNRD shall have the right to audit time and expenditure records both before and after payment, and Contractor agrees to include in all subcontracts hereunder the same right of inspection and audit against all subcontractors. Payment under this Agreement shall not foreclose EMNRD's right to recover excessive or illegal payments. In EMNRD's,

GSD/SPD's, or the State Auditor's sole discretion, the periods of inspection and audit may be extended for records which relate to litigation or settlement of claims arising out of performance of this Agreement and shall continue until all potential litigation, appeals, claims, or exceptions have expired or been resolved.

19. Indemnification.

The Contractor shall defend, indemnify and hold harmless EMNRD, its officers, employees, agents, and representatives, and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, including any action, proceeding, claim, demand, cost, damage, attorney's fee, or other liability or expense caused by the negligent act or failure to act of the Contractor or its officers, employees, servants, subcontractors, consultants, or agents, or caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor, Contractor's officers, agents, employees, servants, consultants, or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, , proceeding, claim, demand, cost, damage, attorney's fee or any other liability or expense which may arise out of the performance of this Agreement is brought against the Contractor or its officers, employees, servants, subcontractors, consultants, or agents, the Contractor shall, as soon as practicable but no later than two days after it receives notice thereof, notify EMNRD's legal counsel of and the Risk Management Division of the New Mexico General Services Department by certified mail. Nothing in this Agreement shall be deemed to be a waiver by the State of New Mexico of the provisions of the Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-27 and 41-4-30.

20. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree 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 dollars.

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.

21. Invalid Term or Condition.

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

22. Enforcement of Agreement.

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

23. Notices.

Except as otherwise specified herein, all notices hereunder shall be in writing (including notice by facsimile) and shall be given to the relevant party at its mailing address, or if set forth below, at its e-mail address, or such other address as such party may hereafter specify by written notice to the other given by courier, by United States certified or registered mail, or by e-mail or by other telecommunication device capable of creating a written record of such notice and its receipt.

To EMNRD:

Benjamin Bajema
Policy Director
EMNRD
1220 S. St. Francis Drive

Santa Fe, NM 87505

General Counsel
EMNRD – Office of the Secretary
1220 S. St. Francis Drive
Santa Fe, NM 87505

To Contractor:

[insert contact information]

To Risk Management Division:

Risk Management Division
General Services Department
P.O. Drawer 26100
Santa Fe, NM 87502-0110

24. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on Contractor's behalf represents and warrants that such individual 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 Agreement.

25. Acknowledgement.

Contractor shall acknowledge EMNRD and as a co-sponsor and funding source in all news releases, programs, proceedings, and related publicity/publications for the Project.

26. Attorneys' Fees and Costs.

Contractor agrees that if Contractor is found by a court of competent jurisdiction to have breached this Agreement, or any amendment hereto, or to have committed any tortious act relating to this Agreement, EMNRD shall be entitled to recover from Contractor reasonable attorneys' fees and costs for pre-litigation research, investigation, and preparation, litigation brought to obtain such judicial determination, any appeal of such determination, and to collect any judgment.

27. Minimum Wage Rate.

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

28. Compliance with Funding Source Conditions.

Contractor shall comply with all applicable state and federal statutes and rules or regulations imposed as a consequence of funding pursuant to this Agreement. Contractor is responsible for obtaining a copy of any federal funding award that provides funding for this Agreement.

29. Insurance.

A. Contractor certifies that, by signing this Agreement, it will establish and maintain during this Agreement's term, the following policy or policies of insurance providing:

1) Workers' Compensation protection that complies with the requirements of the Workers' Compensation Act, NMSA 1978, Chapter 52, Article 1, if applicable. Employer's liability: \$100,000.00. If Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, EMNRD may terminate this Agreement.

2) Comprehensive general liability protection (including endorsements providing broad form property damage, personal injury coverage, and contractual assumption of liability for all liability Contractor has assumed under this Agreement or any amendment thereto), pursuant to NMSA 1978, Section 41-4-19, as may be amended from time to time. Limits shall not be less than the following:

- a. bodily injury: \$1,000,000.00 per person/\$1,000,000.00 per occurrence;
- b. property damage or combined single limit coverage: \$1,000,000.00;
- c. automobile liability (including non-owned automobile coverage): \$1,000,000.00; and
- d. umbrella: \$1,000,000.00.

Such policy or policies shall name the State of New Mexico and EMNRD as additional insured and shall specifically state the coverage provide under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

B. Contractor shall provide EMNRD with a copy of the insurance certificate no later than 10 days after this Agreement's effective date. At EMNRD's request, Contractor shall also provide EMNRD with a copy of the insurance policy, or relevant portions thereof. Contractor shall notify EMNRD 30 days before cancellation or expiration of any required Workers' Compensation coverage.

[This space intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the GSD/SPD Contracts Review Bureau below.

**STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES
DEPARTMENT**

By: _____
Cabinet Secretary or Designee

Date: _____

By: _____
Legal Counsel - Certifying legal sufficiency

Date: _____

By: _____
Chief Financial Officer

Date: _____

CONTRACTOR NAME

By: _____
Authorized Representative Signature

Date: _____

Printed Name and Title

This Agreement has been approved by the GSD/SPD Contracts Review Bureau

By: _____
GSD/SPD Contracts Review Bureau

Date: _____

(Selection Option 1 or 2)

Option 1:

The records of the Taxation and Revenue Department reflect Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

**STATE OF NEW MEXICO
TAXATION AND REVENUE
DEPARTMENT**

I.D. No.: _____
(must be 11 digits long)

By: _____

Date: _____

*[Taxation and Revenue is only verifying the
registration and will not confirm or deny tax
liability statements contained in this contract.]*

Option 2:

Services will be performed out-of-state, Contractor is exempt from paying gross receipts taxes.

**STATE OF NEW MEXICO
TAXATION AND REVENUE
DEPARTMENT**

By: _____

Date: _____

*[Taxation and Revenue is only verifying the
registration and will not confirm or deny tax liability
statements contained in this contract.]*

APPENDIX B: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq. NMSA 1978 and § 13-1-191.1 NMSA 1978 (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: _____

(This field must be completed by the issuing State Agency. In most cases, the official identified will be the current Governor of New Mexico and Lieutenant Governor. If a local public body is using this template for their RFPs, it must complete this field with the applicable elected official(s).)

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 C: STATEMENT OF ASSURANCES FORM

Each Offeror MUST complete this form and return it with Offeror's proposal or EMNRD will deem the proposal as non-responsive. By signing this form below, Offeror acknowledges and agrees to the following:
This RFP does not commit the State of New Mexico (State) to pay any costs incurred in the in the preparation or submission of this proposal. Any cost incurred by the Offeror in developing a proposal response shall be borne solely by the Offeror. Offeror understands that that Offeror's proposal shall become part of the official file on this matter without obligation to the State. Issuance of this RFP does not constitute an award commitment on the part of the State.
Offeror shall examine all contract documents, noting particularly all stipulations that in any way affect contract work. Failure of an Offeror to acquaint itself fully with the amount and nature of the work required to fulfill all terms of the contract documents shall not be considered a basis for extra compensation after a contract has been awarded.
Offeror represents and warrants to the State that Offeror has the staff, facilities, and competence to furnish the required services. The State may investigate Offeror's adequacy of the staff, facilities, and competence. For this purpose, representatives of the State may make an inspection of Offeror's facilities, equipment, etc., and interview staff.
Offeror agrees that it has disclosed all known ownership interests pursuant to the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16.
In order to receive consideration, Offeror's proposal must be signed by an officer having the authority to bind Offeror.
Offeror agrees to comply with all relevant federal and state laws and regulations or rules.
New Mexico Employees Health Coverage: If Offeror has, or grows to, six or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six-month period during the term of any Agreement which may result from this RFP, Offeror agrees, by submitting a proposal, to have in place, and agrees to maintain for the Agreement's term, 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 Offeror and the state exceed \$250,000. Offeror 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. Offeror agrees to advise all employees of the availability of state publicly-financed health care coverage programs.
Application of Resident Preference and Veterans Preference (NMSA 1978, Sections 13-1-21 and 22):

Offeror acknowledges Offeror must provide a copy of either the Resident Preference or Veterans Preference Certificate to be eligible for preference points.

Offeror Signature

Date:

Offeror's Printed Name and Title: _____