

CIUDAD SOIL & WATER CONSERVATION DISTRICT

REQUEST FOR PROPOSALS

for

Office Space Lease Agreement

RFP# 0002-3478-2026



Release Date: February 6, 2026

Pre-Proposal Meeting: Tuesday, Feb 24th, 2 PM MST

Proposal Due Date: Monday, Mar 9, 2026 5 PM MST

Point of Contact: Joshua O'Halloran, District Manager and Chief Procurement Officer

Office: 100 Sun Ave., Suite 160, Albuquerque, NM 87109

Phone: (505) 510-3478

Email: joshua@ciudadswcd.org

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I. Introduction

A. Purpose of this Request for Proposal

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a lease agreement through competitive negotiations as described herein for the Ciudad Soil & Water Conservation District (Ciudad SWCD).

B. Background Information

The Ciudad Soil and Water Conservation District is a political subdivision of the state of New Mexico. Ciudad SWCD's mission is to promote the conservation, improvement and responsible use of the natural resources on the rural and urban lands within its boundaries. Ciudad SWCD serves the community members, land, water, natural resources, and wildlife to acquire available technical, financial, and educational resources, whatever their source, and focus or coordinate those resources so that they meet the needs of local land and water users.

C. Point of Contact

Ciudad SWCD Chief Procurement Officer is responsible for the conduct of this procurement whose name, address, telephone number and email address are listed below:

Name: Joshua O'Halloran, Chief Procurement Officer
Telephone: 505-510-3478
Address: 100 Sun Avenue, Suite 160, Albuquerque, NM 87109
Email: joshua@ciudadswcd.org

1. **Any inquiries or requests regarding this procurement should be submitted, in writing**, to the Chief Procurement Officer. Offerors may contact **ONLY** the Chief Procurement Officer regarding this procurement.
2. **Protest of the solicitation or award must be submitted, in writing**, to the Chief Procurement Officer, pursuant to §13-1-172, NMSA 1978. **ONLY** protest delivered directly to the Chief Procurement Officer in writing and in a timely fashion will be considered to have been submitted properly and in accordance with the statute, rules, and this Request for Proposal.

D. Proposal Submission

Offers must submit an electronic copy in PDF format and sent to joshua@ciudadswcd.org with a subject line to include the RFP #0002-3478-2026 . It is the responsibility of the Offeror to ensure the proposal is properly attached and submitted in sufficient time to arrive electronically via email to the above email address by the posted deadline. Ciudad SWCD will not accept any hard copy or proposals submitted in person.

The Offeror must submit the proposal by the date and time indicated in Section V.A.6. No late proposal will be accepted.

Proposals must be submitted in the manner outlined in Section IV, Proposal Organization. Technical and Cost portions of Offeror's proposal **must** be submitted in separate uploads as indicated in Section IV., and **must** be prominently identified as "Technical Proposal" or "Cost

Proposal”.

II. Scope of the Procurement

Ciudad SWCD is seeking an office lease agreement for up to a three-year term. The District encourages the development of creative solutions to meet the procurement needs and critical path deliverables, such as: build-to-suit, existing space, or a combination of the two.

PREMISES MUST ADHERE TO THE FOLLOWING:

1. The premises must be located within the Albuquerque, New Mexico;
2. Square Footage Requirement
 - A. **4,000+** Useable Square Feet, and include:
 - i. Lobby or Public Waiting Area
 - ii. Central Breakroom or Kitchen Space
 - iii. Public Restrooms
 - iv. Minimum of 5 Office Spaces
 - v. Central Office Location
 - vi. Training or Conference Room
 - vii. Storage Space
3. Desired Term Specifics: Initial term of 3-years with one-year renewal option totaling a maximum of 4-years.
4. Desired Occupancy: Within one month of lease execution.
5. Parking:
 - A. Total Number of Parking Spaces: **15**
 - i. Secured Parking (Company Fleet): **5**
 - ii. General Public Parking (Employees and Visitors): **10**
 - B. Handicapped Parking as required by ADA, state, city or local ordinances. Parking to include accessible and van accessible space to be provided according to city, county and or state standards.
6. Utilities and Janitorial:

Ciudad SWCD is flexible on the utilities and janitorial services. It is not a requirement that the offeror provide and cover cost for basic utilities and janitorial services. However, the offeror should indicate what would be included and what would ideally be the responsibility of Ciudad SWCD.
7. Cost shall be submitted separately as indicated below.
 - A. Base Lease Cost: The base lease cost shall not increase throughout the initial term of the lease and lease renewal terms.

- B. Operating Expenses: Offeror shall submit the dollar amount in the proposal, per leasable square foot, and identify what costs should be considered as operating costs, for example utilities, janitorial services and internet.
 - C. An annual escalation on operating costs may be proposed at a rate not to exceed 2% per annum beginning on the first day of the thirteenth month of the initial lease term and annually thereafter.
 - D. All proposed costs are subject to negotiation.
8. Ciudad SWCD Lease Agreement, see Appendix D.
Offeror must agree to enter into an all-inclusive/full-service lease agreement.
- A. Offeror must be able to abide by all the terms and conditions as outlined in the lease agreement
 - B. Offeror must abide by all local, city, county, state and any applicable statute, rules, policy, etc. that govern the lease agreement.
9. IT and Telecommunication Requirements
The offeror should describe available IT and Telecommunications that is available on premises.

III. Evaluation

The Offeror will submit sufficient information to evaluate their proposal based upon the criteria listed below. Failure by an Offeror to provide the information necessary for our Evaluation Committee to evaluate their proposal may result in rejection of the proposal without further discussion.

A. Evaluation Point Summary:

The following is the criteria that the Evaluation Committee will use to determine the overall ranking of each responsive proposal with a maximum available score of 100:

Evaluation Criteria	Maximum Available Points
Base Cost	20
Operating Cost	20
Escalation Rate-Operating Cost only, not to exceed 2%	5
Geographic Location	10
Quality of Leased Space	20
Parking	15

Energy Efficiencies Initiatives - Other, such as solar, LED Lighting, etc.	5
Electric Vehicle Charging Station	5
TOTAL POINTS	100

B. Evaluation Criteria

1. Cost Criteria – Total 45 points.

For the purposes of this proposal, Ciudad SWCD has a specific budget for the first year and as stated below the highest points will go to the lowest cost proposal.

Cost will be evaluated in three parts as follows:

a) Base Cost: 20 points.

Responsive proposals at the highest cost will be given minimum points; the lowest cost proposal will be given the maximum points possible; all others will be prorated.

b) Operating Cost: 20 points.

Responsive proposals at the highest cost will be given minimum points; the lowest cost proposal will be given the maximum points possible; all others will be prorated. NOTE: Should only include Janitorial, Electric, Gas, Sewer, Water, and Internet.

c) Escalation provision: 5 points.

Responsive proposals at the highest percentage will be given minimum points; the lowest percentage proposal will be given the maximum points possible; all others will be prorated. NOTE: The desired escalation is 2%; a lower escalation shall result in a high evaluation score, a higher escalation shall result in a lower evaluation score.

2. Geographical Location – Total 10 points.

Proposals located within the geographical area detailed in Section “II. SCOPE OF PROCUREMENT” and deemed most favorable will receive the maximum points; the proposal deemed least favorable will be assigned minimum points; all others will be prorated. The selection committee will visit each proposed site and review proposal elements including, but not limited to auto and pedestrian access, relationship to public transportation, parking, etc.

3. Quality of Leased Space – Total 20 points.

This criterion is used to assess the overall quality of the proposed lease space, including and not limited to:

- a) Components (i.e. exterior walls, sprinklers, elevators, fire alarm systems etc.).
- b) HVAC Descriptions (i.e. forced air units, hot water, steam etc.).
- c) Finishes and special conditions listed in the RFP.
- d) Cost of tenant improvements.
- e) Delivery of leased space for occupancy.

The maximum points will be assigned to the proposal deemed most favorable; minimum points will be assigned to the proposal deemed as least favorable; all others will be prorated. Incentives offered shall be considered in this scoring and will become a part of the proposal submitted in response to this solicitation.

4. Other Needs (Parking) – Total 15 points.
This criterion is used to assess the overall quality of the proposed parking. Items that will be taken into consideration include but will not be limited to the following: Number of spaces, designated parking for agency clients, paved parking, traffic flow and inclusion of designated employee parking. The maximum points will be assigned to the proposal deemed most favorable to the agency; minimum points will be assigned to the proposal deemed as least favorable; all others will be prorated.
5. Energy Efficiencies Initiatives – Total 10 points.
Environmental-Improving energy efficiency
 - a) Economic-Energy resource plan, energy efficiency
 - b) Utility Systems-long-term benefits: 5 points
 - c) Electric Vehicle Charging Station: 5 points

IV. Proposal Organization

A. Number of Responses

Offerors shall submit one proposal for each property proposed in response to the Request for Proposals for Office Space Lease.

B. Number of Copies

Electronic submission is required. All proposals shall be submitted via email to the Chief Procurement Officer as indicated in Section I.D..

The Offeror need only submit one (1) single electronic copy in PDF format of each portion of its proposal (Technical and Cost) as outlined below. However, should the Offeror like to submit a redacted version of technical and/or cost in order to redact (black out, but not omit) confidential information, two (2) single electronic copies in PDF format will be accepted. Offerors must separate the proposal as described below into separate electronic files for submission.

1. Technical Proposals:

One (1) ELECTRONIC version must be organized in accordance with Section IV.C.1. Proposal Format. All information for the Technical Proposal must be combined into a single PDF file/document for uploading. The Technical Proposals SHALL NOT contain

any cost information.

2. Cost Proposals:

One (1) ELECTRONIC version of the proposal containing ONLY the Cost Proposal must be uploaded and submitted via email. . The Cost Response Form must be signed by the Offeror's authorized representative.

C. Proposal Format

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Proposals must be submitted as follows:

1. Technical Proposals:

The Technical Proposal must include all the following mandatory items:

- A. Acknowledgement of Receipt Form.
- B. Letter of Transmittal.
- C. Campaign Contribution Form.
- D. Description of Proposed Premises.
- E. Lease Commencement Date.
- F. Description of Property, including but not limited to: square footage; public restroom; kitchen and or break room space; conference or training room, parking; utilities and special services; current floor plan; and map of proposed premises (aerial view, Google map, etc.).
- G. Description Quality of Lease Space and address added incentives.
- H. Description of IT and Telecommunications.
- I. List of energy efficient technology, products and services that have been or will be incorporated into the premises.
- J. Organizational References, include resume, project list with location and cost; and Financial Reference Letter, on bank letterhead, containing Offeror's name and other DBA and AKAs of a business or personal nature under which the Offeror operates; length of association, and a statement as to the current financial stability of the Offeror that demonstrates a presumed ability to maintain a healthy business relationship with a financial institution; with the official seal of the banking institution.
- K. Proof of Ownership of Proposed Premises.
- L. Exceptions to the Draft Lease Agreement Terms and Conditions.
- M. Additional Terms and Conditions to Draft Lease Agreement.

2. Cost Proposals:

All discussion of cost must occur ONLY in the Cost Proposal. Cost Proposal shall include all the following mandatory items:

- A. Base Lease Cost.
- B. Operating Expenses, including estimates for items not provided by Offeror, such as utilities, janitorial services and/ or internet expenses.
- C. Term Options.

V. Conditions Governing the Procurement

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. Sequence of Events

Ciudad SWCD will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	Ciudad SWCD	Friday, February 6 th , 2026
2. Acknowledge of Receipt Form Due	Potential Offerors	Friday, February 13 th , 2026 at 5 PM MST
3. Pre-Proposal Conference (see below for virtual link or call-in)	Ciudad SWCD/ Potential Offerors	Tuesday, February 24 th , 2026 at 1 PM MST
4. Last Date to Submit Questions	Potential Offerors	Friday, February 27 th , 2026, at 5 PM MST
5. Response to Written Questions	Chief Procurement Officer	Tuesday, March 3 rd , 2026
6. Submission of Proposals	Potential Offerors	Monday, March 9th, 2026 at 5 PM
7. Proposal Evaluation	Evaluation Committee	Between March 10 th and March 20 th , 2026
8. *Site Visit and Presentation	Evaluation Committee	Between March 10 th and March 20 th , 2026
9. *Selection of Finalists	Evaluation Committee	Monday, March 23 rd , 2026
10. *Finalize Contractual Agreements	Ciudad SWCD/ Final Offerors	Monday, March 23 rd , 2026
11. *Contract Awards	Ciudad SWCD/ Final Offerors	Monday, March 23 rd , 2026
12. *Protest Deadline	Ciudad SWCD	+15 Calendar Days

*Dates indicated in Events 7 through 12 are estimates only and may be subject to change

without necessitating an amendment to the RFP.

B. Explanation of Events

1. Issuance of RFP

This RFP is being issued on behalf of Ciudad SWCD on the date indicated in Section V.A, Sequence of Events.

2. Acknowledge of Receipt Form Due

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Chief Procurement Officer, Joshua O'Halloran, joshua@ciudadswcd.org, to have their organization placed on the procurement distribution list. The form must be returned to the Chief Procurement Officer by the date and time indicated in Section V.A, Sequence of Events.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list and will be solely responsible for requesting responses to written questions and any amendments to the RFP. Appendix A. must be signed and submitted along with the Technical Proposal as detailed in Section IV.C.1, Technical Proposal Format.

3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section V.A.3, Sequence of Events, beginning at 2:00 PM MST on Tuesday, July 15th, 2025 via Virtual Meeting as follows:

Google Meeting Invitation

Topic: RFP Pre-Proposal Conference for Office Space Lease Agreement

Time: Tuesday, February 24th at 1 PM MST

[Virtual Meeting Invitation](#)

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Chief Procurement Officer, as indicated in Section I.C... The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered unofficial until they are posted in writing. All written questions will be addressed in writing on the date listed in Section V.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

4. Last Date to Submit Questions

Potential Offerors may submit written questions to the Chief Procurement Officer as to the intent or clarity of this RFP from the date of the release of the RFP until the date and time indicated in Section V.A.4, Sequence of Events. All written questions must be addressed to the Chief Procurement Officer as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document(s) which form the basis of the question.

5. Response to Written Questions

Written responses to the written questions will be provided via email, on or before the date indicated in Section V.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (APPENDIX A).

6. Submission of Proposal

ALL PROPOSALS MUST BE RECEIVED BY THE CHIEF PROCUREMENT OFFICER NO LATER THAN 4:59:59 PM MST/MDT ON THE DATE INDICATED IN SECTION V.A.6. NO LATE PROPOSAL CAN BE ACCEPTED.

The date and time of receipt will be recorded on each proposal. Such electronic submissions will be considered sealed in accordance with statute.

It is the Offeror's responsibility to ensure all documents are completely attached and submitted electronically via email by the deadline set forth in this RFP.

In accordance with statute and rule, NO LATE PROPOSAL CAN BE ACCEPTED.

Proposals must be submitted electronically via email.. Refer to Section I.D. for instructions. Refer to Section IV. for the required proposal format and organization.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final signature of the authorized Board of Supervisor on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section V.A, Sequence of Events, depending upon the number of proposals received. During this time, the Chief Procurement Officer may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Site Visit and Presentation

Site visits will be scheduled with each responsive Offeror by the Chief Procurement Officer. Offeror must be available to open proposed premises for site visits by the Evaluation Committee. Each responsive Offeror shall be allotted a total of forty-five minutes to make an optional presentation to the Selection Committee, answer questions and tour the proposed location.

9. Selection of Finalist

The Evaluation Committee will select, and the Chief Procurement Officer will notify, the finalist Offeror(s) as per schedule Section V.A, Sequence of Events or as soon as possible thereafter.

10. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section III. Evaluation, on the date(s) indicated in Section V.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal(s) may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, Ciudad SWCD reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

11. Contractual Award

Upon receipt of proof of general liability, vehicle, and worker's compensation insurance and the signed contract, the Chief Procurement Officer will award as per Section V.A.10., Sequence of Events, or as soon as possible thereafter. The award is subject to approval by the Board of Supervisors.

12. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978. ONLY protests delivered directly to the Chief Procurement Officer in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal title. It must also contain a statement of the grounds for protest including appropriate supporting documentation. PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. General Requirements and Procurement Notices

1. Notice of Penalties

The Procurement Code, 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 kickbacks.

2. Notice of Termination

The RFP may be canceled and any and all proposals may be rejected in whole or in part when it is in the best interest of Ciudad SWCD.

3. Notice of No Obligation

This RFP in no manner obligates Ciudad SWCD to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

4. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

5. Legal Review

Ciudad SWCD requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Chief Procurement Manager.

6. Acceptance of Conditions Governing Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section V.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section V.C.21, located in APPENDIX B

7. Basis for Proposal

Only information supplied in writing by the Chief Procurement Officer or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

8. Sufficient Appropriations

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. Ciudad SWCD's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

9. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

10. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals.

- a) Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the letter of transmittal.

b) After the proposal deadline, an Offeror cannot amend a proposal or withdraw a building that has been offered or attempt to substitute buildings or building sites on non-contiguous properties. However, an Offeror who has obtained written approval from Ciudad SWCD may substitute locations within a building or building sites on contiguous properties so long as the substitution is in the best interest of Ciudad SWCD and the proposed cost is less than or equal to the original proposed cost.

c) Ciudad SWCD personnel will not merge, collate, or assemble proposal materials.

d). Amendments must be emailed to the Chief Procurement Officer with the subject line RFP #0002-3478-2026 Amend Proposal

11. Offeror's Right to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Chief Procurement Officer and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

12. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. Minor irregularities means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirements.

The Evaluation Committee also reserves the right to waive mandatory requirements, if all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

13. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by Ciudad SWCD. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except for* confidential information. It is the Offeror's responsibility to submit a redacted copy (to black out but not omit) of their proposal so that confidential information is not disclosed. Should the Offeror not submit a redacted copy, the proposal and all contents of the proposal will be made available for public inspection.

14. Ciudad SWCD Rights

Ciudad SWCD in agreement with the Selection Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

15. Basis for Proposal

Only information supplied, in writing, through the Chief Procurement Officer or in this

RFP shall be used as the basis for the preparation of an Offeror's proposal.

16. Certifications and Licenses

Proposals submitted in response to an RFP shall indicate the ownership of the facility offered for lease. If the facility is owned by a corporation or other legal entity, the proposal shall also indicate the principal individual owners, addresses and percentages of their ownership. The proposal must also indicate the names and addresses for each individual owner of the entity. Potential Offerors must have the proper certifications and licenses to do business in New Mexico.

17. Offerors Responsibility

Any lease agreement that may result from this RFP shall specify that the Offeror is solely responsible for fulfillment of all requirements of the lease agreement. Ciudad SWCD will make lease payments only to the Offeror derived from this RFP.

18. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by Ciudad SWCD, the Offeror acknowledges that the version maintained by Ciudad SWCD shall govern. Requests for this RFP should be made to the Chief Procurement Officer.

19. Contract Terms and Conditions

The contract between Ciudad SWCD and a Lessor will follow the format specified by the Ciudad SWCD and contain the terms and conditions set forth in the Draft Lease Agreement, Appendix D. However, Ciudad SWCD reserves the right to negotiate provisions in addition to those contained in this RFP and Draft Lease Agreement with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

Ciudad SWCD discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as non responsive when, in the sole judgment of the Ciudad SWCD and Evaluation Committee, the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions set forth in the RFP Draft Lease Agreement, Appendix D strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose specific alternative language. Ciudad SWCD may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to Ciudad SWCD and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an explicit agreement by the Offeror that the contractual terms and conditions contained herein are accepted by the Offeror.

20. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with Ciudad SWCD. See Section V.C.18 for requirements.

21. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Ciudad SWCD and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

22. Campaign Contribution Form

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1, Offerors shall disclose all campaign contributions given by the offeror 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.

23. Letter of Transmission

Offeror's proposal must be accompanied by a Letter of Transmittal Form (APPENDIX B), which must be completed and signed by the individual authorized to contractually obligate the company, identified in #2 below. Do not leave any of these items blank.

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (A response to B and/or C is only required if the responses differ from the individual identified in A);
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;

4. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section V., (b) the organizations acceptance of Section III. Evaluation Factors, and (c) receipt of any and all amendments to the RFP if applicable.

Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.

APPENDIX A: Acknowledgement of Receipt

REQUEST FOR PROPOSAL

for

Office Space Lease Agreement

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX D.

The acknowledgement of receipt should be signed and returned to the Chief Procurement Officer no later than the date indicated in RFP Section II.A: SEQUENCE OF EVENTS or included with the Technical Proposal as indicated in RFP Section IV. C. 1: Technical Proposal Formate

Only potential Offerors who elect to return this form completed by the date outlined in RFP Section II.A.2. will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does / does not (circle one) intend to respond to this Request for Proposal.

Ciudad Soil and Water Conservation District
100 Sun Avenue NE, Suite 160
Albuquerque, NM 87109
Email: joshua@ciudadswcd.org

APPENDIX B: Letter of Transmittal Form

ITEMS #1 to #3 EACH MUST BE COMPLETED IN FULL (pursuant to Section V.C.21.).

DO NOT LEAVE ANY ITEM BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)

RFP for Office Space Lease Agreement

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			

Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1 above, I accept the Conditions Governing the Procurement, as required in Section V.C. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section III of this RFP; and

I acknowledge receipt of any and all amendments to this RFP, if applicable.

_____, 2026
 Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)

APPENDIX C: Campaign Contribution Disclosure Form

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

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

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

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

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive

sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By:			
Relation to Prospective Contractor:			
Name of Applicable Public Official:		Governor _____	
Contribution(s) Date(s)	Contribution Amount(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 D: Draft Lease Agreement