

# CIUDAD SOIL & WATER CONSERVATION DISTRICT



## REQUEST FOR QUALIFICATIONS

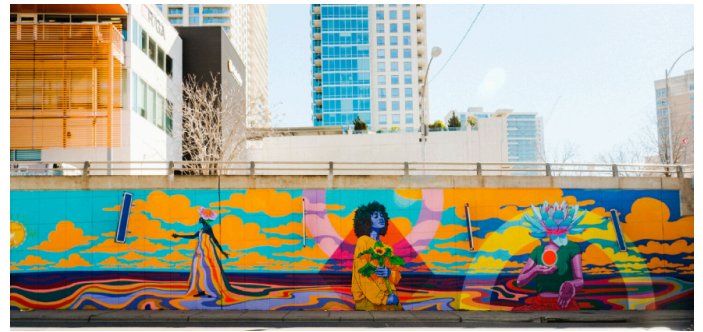
*for the*

## Urban Waters Federal Partnership Artist in Residence Program

RFQ No. 2024-0003-3478



Stormwater Drain Art, WA (Photo: Kitsap Ciudad SWCD Public Works)



Water Mural, TX (Photo: City of Austin)



Mural on Water Tank, NM (Photo: City of Las Cruces)



National Water Dance, NM (Photo: Keshet Dance Company)



Water Harvesting Sculpture, NM  
(Photo: City of Albuquerque)

Point of Contact: Sabrina Apodaca, Chief Procurement Officer  
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Phone: (505) 510-3478 Email: [sabrina@ciudadswcd.org](mailto:sabrina@ciudadswcd.org)

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## **I. Introduction**

### **A. Purpose of this Request for Qualifications**

The purpose of the Request for Qualifications (RFQ) is to solicit sealed proposals from qualified Artists for the Middle Rio Grande Urban Waters Federal Partnership Artist in Residence Program.

The Ciudad SWCD is seeking the services of a New Mexico based artist or artist's team for a community-based art project that serves to educate residents about the importance of preserving our natural and water resources within the Middle Rio Grande Watershed. The project will serve as a collaboration with community members, partners, and local leaders, and focus on traditionally underserved communities in the region. This artist residency is open to artists working in the visual, literary, and performing arts.

### **B. Background Information on Ciudad SWCD and the Urban Waters Federal Partnership**

Ciudad SWCD has been partnering with the Middle Rio Grande Urban Waters Federal Partnership since its inception in 2013. Ciudad SWCD is the host agency for the Urban Waters Coordinator and also has representatives on the Middle Rio Grande Urban Waters Federal Partnership Steering Committee.

The vision for the national Urban Waters Federal Partnership is to restore urban water quality, revitalize our communities, and reconnect communities to their urban waterways, particularly those that are overburdened or economically distressed. The strategy for pursuing this vision in each partnership location is to improve coordination among federal agencies, local government and municipalities, non-profits, educational institutions, and other community-led groups to integrate efforts at a local level.

The Middle Rio Grande/Albuquerque (MRG/ABQ) Urban Waters Partnership in the greater Albuquerque metropolitan area of New Mexico is one of 21 EPA-designated Urban Waters locations. Like many western river ecosystems, the Middle Rio Grande faces numerous challenges in balancing competing needs with a finite water supply and other resource constraints. Historical practices by our ancestors and immigrants to the Middle Rio Grande have established the conditions that we have inherited. Long-term drought, exacerbated by climate change, is changing conditions that affect natural and human communities as we strive to improve our precious Rio Grande. The needs of our growing urban environment must be met while continuing to

preserve natural systems, the agricultural economy, and the cultural practices of Pueblos and villages up and down the valley.

#### C. Background information on the Artist in Residence Program

The Environmental Protection Agency's (EPA) Artist in Residence (AIR) pilot initiative to address critical water quality challenges was developed in response to President Biden's Executive Order (EO) on Arts and Humanities (EO 14084 Promoting the Arts, the Humanities, and Museum and Library Services, October 5, 2022). The EO is designed to spur investment and alignment of arts and culture across the federal government, make art more accessible and understandable to people from underserved communities, elevate new voices through the arts and humanities, and expand opportunities for artists and scholars. Ultimately, through the AIR pilot, the EPA intends to support selected National Estuary Program (NEP) and Urban Waters Federal Partnership locations in their efforts to demonstrate how arts and culture can help inform efforts to work more effectively with communities, build understanding of water quality and other environmental concerns, build stronger connections between communities and natural resources, and better meet communities' unique needs. The EPA AIR pilot, in partnership with the National Endowment for the Arts (NEA), will support a broad range of local artists and culture bearers in six geographic areas within National Estuary Programs (NEP) and Urban Waters Federal Partnership (UWFP) locations. These locations include:

1. The Passaic River and Bronx and Harlem Rivers Urban Waters Federal Partnerships: New York-New Jersey Harbor and Estuary Program
2. The San Juan Bay Estuary Partnership
3. The Greater Philadelphia Area/Delaware River Watershed Urban Waters Federal Partnership: Partnership for the Delaware Estuary
4. The Green-Duwamish Watershed Urban Waters Federal Partnership: Puget Sound Partnership
5. The Middle Rio Grande/Albuquerque Urban Waters Federal Partnership
6. Massachusetts Bays National Estuary Partnership/Mystic River Watershed

#### D. Budget Information

Ciudad Soil and Water Conservation District has \$155,663.30 for the selected artist who is contracted for the Artist in Residency program. The budget is all-inclusive and will be allocated towards all phases of the project. It is the intent that the budget will be utilized to support costs incurred during the project and commission the selected artist or team of artists. The budget may include the artist design fee, stipend, supplies, and travel to Washington D.C., in addition to all costs associated with the implementation of the creative project. Implementation may include, but is not limited

to, fabrication, production, assistants, studio rental, and transportation. The program does not provide lodging for artists at any phase of the project, however it is Ciudad SWCD's intent that the compensation to the selected artist would allow the artist to earn a living wage that will provide for a place of residency within Albuquerque. All additional travel costs are the responsibility of the artist through the project budget.

#### E. 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: Sabrina Apodaca, Chief Procurement Officer  
Telephone: (505) 510-3478  
Address: 100 Sun Avenue, Suite 160, Albuquerque, NM 87109  
Email: [sabrina@ciudadswcd.org](mailto:sabrina@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 timely fashion will be considered to have been submitted properly and in accordance with the statute, rules, and this Request for Proposal.
3. The reference number for the Solicitation is # 2024-0003-3478. **This number must be referred to in ALL Proposals, correspondence, and documentation relating to the RFQ.**

#### F. Proposal Submission

Offerors must submit an electronic copy in PDF format and send to [sabrina@ciudadswcd.org](mailto:sabrina@ciudadswcd.org). 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 Service**

The Scope of Service for Artists selected for the Middle Rio Grande River Artist in Residence program will consist of two phases; the investigatory phase and the investigatory phase. Throughout the residency, artists are expected to participate in and generate community engagement activities. The Artist is expected to take into account input from community engagement activities into the creative process for the work of art that will be fabricated, assembled, produced, and or performed, by the end of the project, the artist will have a completed work(s) of art installed or showcased.

The goals of the project are:

1. Increase community engagement with water conservation projects.
2. Deepen relationships with the community.
3. Elevate the voices of underrepresented communities in our pilot location, and gain insights from these experiences.
4. Learn from these experiences, this is a pilot program and we'd like to improve.
5. Broad community engagement is a key aspect of the residency. Artists will work with Ciudad and its partners to generate a plan to engage the community, especially those in underserved areas of the watershed, with their artistic process.

### **A. Investigation Phase and Community Engagement**

The Investigation Phase of the project is expected to last between three and six months during the Spring of 2025. Artists may propose alternative timelines to Ciudad. During the investigation phase, the selected artist will connect with the Ciudad team and learn about its projects and initiatives such as work at the Candelaria Nature Preserve, Tijeras Biozone GEM Inclusive Sensory Trail Signage and Invasive Species Removal, Pueblo of Sandia Bosque Health and Fire Risk Mitigation, and Schoolyard Green Space and Outdoor Learning Partnership with Local Public Schools.

### **Artist's Responsibilities:**

- Learn about Ciudad's work, communities in the watershed, and the environmental challenges facing the watershed
- Develop community engagement strategies that boost local engagement with public art and awareness of our waterways
- Be able to travel to multiple sites across the watershed to visit communities in and around the watershed
- Produce a proposal for a publicly accessible creative project including a community engagement plan to be implemented in the next year
- Artists will be responsible for their residence and facilities

### **Ciudad Soil and Water Responsibilities:**



- Guided learning about issues facing the Middle Rio Grande Watershed through integration with our staff and participation in trainings, meetings, site visits, community events, and other activities
- Connections with local grassroots and community organizations serving populations in the Middle Rio Grande Watershed
- Collaboration in the process of ideating and generating a proposal for a creative work/works

#### B. Implementation Phase and Art Installation

The Implementation phase and art installation phase is expected to last between 12 to 15 months, between the summer of 2025 to 2026. During the implementation phase, the artist will work with Ciudad to implement the project that has been approved upon by the Selection Committee. During that time, Ciudad anticipates weekly check-ins with the artist or team of artists, AIR Advisory Committee, and other members of the project team. A more detailed implementation timeline will be submitted by the artist before the start of the project.

#### **Artist's Responsibilities:**

- Work with Ciudad to site, plan, permit, and implement their creative project at a location within the watershed or through some other publicly accessible medium
- Track progress and document process through blog posts, photos, signage, and/or other communications
- Implement community engagement strategies developed during investigatory phase
- Attend regular check-ins with project staff from Ciudad
- Participate in anticipated virtual meetings with other artists across the region
- Complete

#### **Ciudad Soil and Water Responsibilities:**

- Support on community engagement in the watershed
- May support in acquiring necessary materials, studio space, etc.
- May support with siting and permitting
- May support installation by finding volunteers, etc.

#### C. Other Considerations

The Artist in Residence (AIR) program is open to all visual, literary, and performing artists. Artist teams or collaboratives of up to two people may apply. Eligible artists

must be:

- Able to commit for the full duration of the AIR program with Ciudad between February 2025 and Summer 2026
- Experienced in creating community-engaged and/or public art
- Experienced working in and with communities and interested in the environment and sustainability
- Able to independently travel within the Middle Rio Grande Watershed
- Experienced with managing budgets and implementation of creative projects
- Ciudad has a preference for artists who:
  - Understand and have appreciation for the diverse cultural and geographic landscape of the Middle Rio Grande River Watershed
  - Experience working on creative projects with diverse groups
  - Are New Mexico residents

#### D. Performance Considerations:

The selected artist(s) must:

- Be able to work safely and effectively with all equipment required for job performance.
- Adhere to aesthetic and safety considerations on all project sites, including courteous and respectful communication at a minimum with partners, neighbors, public, other contractors and CSWCD personnel and Board members.
- Be readily available to receive mailed, electronic and/or telephone communications from the District and will be responsible for providing frequent informal discussions with Ciudad SWCD representatives regarding a project's progress, any issues that come up.
- Adhere to all laws and regulations for the duration and extent of the contract period.

#### E. Insurance Considerations:

Ciudad SWCD shall not provide the selected artist or team of artists with any insurance coverage against any loss or risks. The selected artist shall procure and maintain during the life of this Agreement insurance coverage of the kinds and in the amounts listed herein. The Certificates of Insurance must be issued by insurance companies authorized to do business in the State of New Mexico and shall cover all performance under this Agreement whether completed by the Contractor, the Contractor's employees, or by subcontractors. The policies shall include a provision for thirty (30) calendar days written notification to the Ciudad SWCD in the event a policy has been materially changed or canceled.

#### *I. Workers Compensation*

Part I. Workers Compensation – Statutory Part II. Employers’ Liability - \$1,000,000

The Contractor shall comply with the provisions of the Workers Compensation Act of the State of New Mexico, (the "Act"). If the Contractor has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the Contracting Agency (Ciudad SWCD) and comply with the Act should it employ three or more persons during the term in providing services to the Ciudad SWCD. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, the services provided by the Contractor may be terminated effective immediately.

*II. Commercial General Liability on ISO form CG 0001 0798 or equivalent.*

Bodily Injury/Property Damage: \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate

The Contractor shall furnish one copy each of Certificates of Insurance which shall specifically set forth evidence of all coverage required. If such limits are higher than the minimum limits required by the Ciudad SWCD, such limits shall be certified and shall apply to the coverage afforded the Ciudad SWCD under the terms and conditions of the Agreement as though required and set forth in the Agreement. The Contractor shall furnish to the Ciudad SWCD copies of any endorsements that are subsequently issued amending coverage or limits.

### **III. EVALUATION**

The Offeror will submit information sufficient to evaluate their proposal and qualifications 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 a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual Offeror proposals.

1. Directly Related Experience, Expertise, and Artistic Competence (200 pts.)
2. Demonstrated Capacity (200 pts.)
3. References and Past Records of Performance (200 pts.)
4. Understanding, Proximity, and Familiarity with the Middle Rio Grande watershed (200 pts.)
5. Cost (200 pts.)

## B. Evaluation Criteria

### **1. Direct Related Experience, Expertise, and A Competence**

Up to two hundred (200) points may be awarded to Offeror for their direct related experience, expertise, and artistic competence with project(s) of similar scope and size based on the Evaluations Committee's assessment of the thoroughness and clarity of Offeror's response. Offeror will be evaluated on their ability to communicate their work and context of the project to a diverse audience and ability to develop a consistent and original body of high-quality work. The Evaluation Committee will weigh the relevancy and extent of Offer's experience, expertise, and knowledge, and ability to communicate their artistic competence.

### **2. Demonstrated Capacity**

Up to two hundred (200) points may be awarded to Offeror's response to capacity for performing services based on the Evaluations Committee's assessment of the thoroughness and clarity of Offeror's response. The Evaluation Committee will weigh the relevancy and extent of Offer's response to plan and capacity outlined in the information statement. The Evaluation Committee may consider certifications/ licenses, as appropriate, in addition to the tools, equipment and facilities to properly perform services. Offeror will be evaluated on their capacity to develop consistent and original bodies of high-quality work. The Evaluation Committee will weigh the extent the Offeror is proposing something inventive/unique/visionary to address the challenge successfully. The Evaluation Committee will weigh if the Offeror is proposing a suitable project that could be successfully completed and supports the interdisciplinary nature of the project.

To assure Ciudad SWCD and the Evaluation Committee that the Contractor has the capacity to furnish the services required under this contract, The Evaluation Committee will determine the adequacy of capacity, and competence of any Offeror considered for the award. For this purpose, an inspection of the offeror's facilities, equipment, etc., may be made by representatives of the Evaluation Committee and/ or Ciudad SWCD.

### **3. References and Past Record of Performance**

Up to two hundred (200) points may be awarded for references and past records of performance of projects of similar scale based on the Evaluation Committee's assessment of the relevance of the reference to the Offeror's experience with past record of performance to projects of similar scope. Offeror should demonstrate experience and skill in working with community members, especially in diverse groups in past projects

The Evaluation Committee may contact any or all reference(s) for validation of information submitted. Additionally, Ciudad SWCD reserves the right to consider any and all information available in its evaluation.

#### **4. Understanding, Proximity, and Familiarity with Middle Rio Grande watershed**

Up to two hundred (200) points may be awarded for the Offeror's understanding, proximity, and familiarity with the diverse cultural and geographic landscape of the Middle Rio Grande River Watershed based on the Evaluation Committee's assessment of past work, community engagement plan and other materials provided or information obtained. Offerers to be evaluated on their ability to demonstrate an active interest and capacities and/or past experience engaging in projects where they respond to environmental and/or issues of social concern.

#### **5. Cost**

Up to two hundred (200) points may be awarded for the cost proposal based on the Evaluation Committees assessment of the reasonableness of expenses, the offeror's ability to adhere to the project budget, and the final product's value as determined by the committee.

The Cost Proposals will be evaluated independently of and after the technical evaluation. The contents of Cost Response Forms, will be calculated and scored as specified. Offeror's Technical Criteria Evaluation and Cost Evaluation scores will be added to determine each Offeror's total points.

### **IV. PROPOSAL ORGANIZATION**

#### **A. Number of Responses**

Offerors shall submit one proposal in response to the Request for Qualifications for the Urban Waters Federal Partnership Artist in Residence Program.

#### **B. Number of Copies**

Electronic submission is required. All proposals shall be submitted via email to the Chief Procurement Officer.

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. Should the Offeror be submitting a MP4 video, this can be uploaded separately from the PDF. The Technical Proposals SHALL NOT contain any cost information.

## 2. Cost Proposals:

One (1) ELECTRONIC version of the proposal containing ONLY the Cost Proposal (Appendix E, Cost Response Form) must be uploaded to the 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 as and must contain, at a minimum, all listed items in the sequence indicated.

Proposals must be submitted as follows:

## 1. Technical Proposals:

### DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL

- A current resume
  - Provide a current résumé demonstrating relevant work experience and education, including public art or otherwise. Copies of published magazine or newspaper articles, letters of recommendation, etc., may be included, but should not exceed three pages in addition to the resume.
- An artist's statement
  - Provide a brief statement (5,000 character limit). The artist statement should be a brief description of the offeror's artwork style, inspiration, the themes of work, experience with community engagement and other relevant information.
- Information statement
  - Outlining the following:
    - the artist's knowledge of the cultures and communities of the Middle Rio Grande;
    - a community engagement plan;
    - a brief narrative about the initial concept for the project;
    - and the artist's capacity to implement this project.
- References and Past Records of Performance
  - Provide a list of up to three professional or personal references that have intimate knowledge of the offeror's work and working methods. The list must include complete and current addresses and telephone number(s), or e-mail.
  - Provide a list of up to five three projects that the offeror has completed within the last five years of projects with the similar

scope and scale.

- Samples of Previous Work
  - Provide 3-11 samples of your previous work.
  - REQUIREMENTS:
    - IMAGES - Minimum: 3, Maximum: 10
    - AUDIO - Minimum: 0, Maximum: 0
    - VIDEO (MP4) - Minimum: 0, Maximum: 1
    - TOTAL MEDIA - Minimum: 3, Maximum: 11
  - Provide an annotated image key clearly labeled with your full name and a numerical listing for each image, the title of the work, the media, dimensions, and year of completion.
- Response to Contract Terms (See Section V.C.18)
- Offeror's Additional Contract Terms (If applicable, see Section V.C.19)
- Signed Letter of Transmission (APPENDIX B)
- Signed Campaign Disclosure Form (APPENDIX C)

To ensure Offeror(s) submit the technical proposal with all required information in the organization requested, APPENDIX D has been provided as a template. Offerors are encouraged to use APPENDIX D, but this is not required.

## **2. Cost Proposals:**

In the Cost Proposal, an Offeror must outline the cost for the project.

Any and all discussion of cost must occur ONLY in the Cost Proposal.

### **1. Completed Cost Response Form (APPENDIX E)**

- Offeror must complete all required elements of this Cost Proposal. The format and structure of the Cost Proposal is intended to allow for a fair evaluation of like costs among Offerors. Deviation from the format or structure of this Cost Proposal may result in Offeror's proposal being deemed non-responsive.
  - Offerors may include additional line items as desired on the Cost Response Form, however items that have asterisks (\*\*\*) may not be deleted or omitted from the form
- Offeror is wholly responsible for ensuring figures and calculations submitted in Offeror's completed Cost Proposal are accurate.
- Inclusion of cost or pricing information in any document other than this Cost Proposal may result in Offeror's proposal being deemed non-responsive.
- Proposed Costs
  - Offeror's Cost must be inclusive of all fees and charges, including but not limited to fees or charges for shipping,

freight, delivery, cost of materials and products, travel expenses, transaction fees, credit card payments, overhead, profits, personnel, and other costs or expenses incidental to the Offeror's performance.

- Cost Proposals with totals that are higher than

## V. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFQ 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 RFQ   | Ciudad SWCD                     | December 2nd, 2024                      |
| 2. Acknowledge of Receipt Form Due                                 | Potential Offerors              | 3:00 PM MST, December 6th, 2024         |
| 3. Pre-Proposal Conference (see below for virtual link or call-in) | Ciudad SWCD/ Potential Offerors | December 17th 2024, 5-7 pm virtually.   |
| 4. Last Date to Submit Questions                                   | Potential Offerors              | 4:59 PM MST, December 18th, 2024        |
| 5. Response to Written Questions                                   | Chief Procurement Officer       | December 20th, 2024                     |
| <b>6. Submission of Proposals</b>                                  | <b>Potential Offerors</b>       | <b>4:59 PM MST, December 31st, 2024</b> |
| 7. *Proposal Evaluation  | Evaluation Committee            | January 1st - 10th, 2025                |
| 8. *Selection of Short List of Finalists                           | Evaluation Committee            | January 10th, 2025                      |
| 9. *Short List Finalists Prepare Concepts                          | Short List Offerors             | January 10th - January 31st, 2025       |
| 10. *Selection of Finalist   | Evaluation Committee            | February 12th, 2025                     |
| 11. *Finalize Contractual Agreements                               | Ciudad SWCD/ Final Offerors     | February 19th, 2025                     |



|                       |                          |       |                     |
|-----------------------|--------------------------|-------|---------------------|
| 12. *Contract Awards  | Ciudad SWCD/<br>Offerors | Final | February 24th, 2025 |
| 13. *Protest Deadline | Ciudad SWCD              |       | March 10th, 2025    |

\*Dates indicated in Events 7 through 13 are estimates only and may be subject to change without necessitating an amendment to the RFQ.

B. Explanation of Events

**1. Issuance of RFQ**

This RFQ 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, Sabrina Apodaca, at [sabrina@ciudadswcd.org](mailto:sabrina@ciudadswcd.org), to have their organization placed on the procurement distribution list. The form must be returned to the Chief Procurement Officer by 3:00 pm MST on the date 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 RFQ. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFQ. 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 RFQ.

**3. Pre-Proposal Conference**

A pre-proposal conference will be held as indicated in Section V.A.3, Sequence of Events, beginning at 5 P.M. MST on December, 17th via Virtual Meeting as follows:

**Zoom Meeting Invitation**

Topic: RFQ pre-proposal conference

Time: Dec 17, 2024 05:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/85020264493?pwd=iWKFyyzmxeMiNT6patOOAa76CxCUa8.1>

Meeting ID: 850 2026 4493

Passcode: 473058

---

One tap mobile

+17207072699,,85020264493#,,,,\*473058# US (Denver)

+12532050468,,85020264493#,,,,\*473058# US

**Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Chief Procurement Officer**, as indicated in Section I.D. 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 RFQ from the date of the release of the RFQ 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 RFQ 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 RFQ. In accordance with statute and rule, **NO LATE PROPOSAL CAN BE ACCEPTED.**

Proposals must be submitted electronically via email to the Chief Procurement Officer. Refer to Section I.E. 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. Selection of Short List of Finalists**

Following the evaluation of proposals, a maximum of three offerors shall be short-listed in accordance with technical and qualifications-based criteria. Offerors will be notified by the Chief Procurement Officer that they've been short-listed and will be provided with further instructions.

**9. Short List Finalists Prepare Concepts**

The short-listed finalist shall be invited by the Chief Procurement Officer to submit detailed specific artistic concepts and will be provided three weeks to prepare the concepts. Unsuccessful finalists may be paid a stipend of up to \$1,000 (one thousand dollars) to cover expenses of concept preparations.

**10. Selection of Finalist**

After the evaluation of concept submissions, the Evaluation Committee will select, and the Chief Procurement Officer will notify, the finalist as per schedule Section V.A, Sequence of Events or as soon as possible thereafter.

**11. Finalize Contractual Agreements**

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFQ will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFQ, 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.

**12. Contractual Award**

Upon receipt of proof of liability 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.

### **13. 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 kick-backs.

### **2. Notice of Termination**

The RFQ may be canceled and that 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 RFQ 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 RFQ 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 RFQ. 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 RFQ shall be used as the basis for the preparation of Offeror proposals.

#### **8. Sufficient Appropriations**

Any contract awarded as a result of this RFQ 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 RFQ 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.

As detailed in Section V.B.9 of this RFQ, unsuccessful short-listed finalists may be paid a stipend of up to \$1,000 (one thousand dollars) to cover expenses of concept preparations.

#### **10. Assurance of Offeror Capacity and Qualifications**

To assure Ciudad SWCD and the Evaluation Committee that the Offeror has the capability, facilities, and/ or competence to furnish the services required under this contract, Ciudad SWCD and/or Evaluation Committee may determine the adequacy capacity, facilities, and competence of any Offeror considered for the award. For this purpose an inspection of the Offeror's facilities, equipment, etc., may be requested and made by representatives of Ciudad SWCD and/or Evaluation Committee.

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFQ. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

#### **11. Prime Contractor Responsibility**

Any contractual agreement that may result from this RFQ shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with Ciudad SWCD which may derive from this RFQ. Ciudad SWCD entering into a contractual agreement with a vendor will make payments to only the prime contractor

#### **12. Subcontractor Consent**

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from Ciudad SWCD awarding any resultant contract before

any subcontractor is used during the term of this agreement.

### **13. Amended Proposals**

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such. Ciudad SWCD personnel will not merge, collate, or assemble proposal materials.

### **14. 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.

### **15. 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, provided that 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.

### **16. 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.

### **17. Contract Terms and Conditions**

The contract between Ciudad SWCD and a contractor will follow the format specified by the Ciudad SWCD and contain the terms and conditions set forth in the Draft Contract Appendix F. However, Ciudad SWCD reserves the right to negotiate provisions in addition to those contained in this RFQ Draft Contract (APPENDIX F) with any Offeror. The contents of this RFQ, 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 RFQ Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive 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 as set forth in the RFQ Draft Contract (APPENDIX F) 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 RFQ 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 RFQ 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.

#### **18. 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.

#### **19. 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 RFQ 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.

#### **20. 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 RFQ if applicable.

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



**APPENDIX A: Acknowledgement of Receipt  
REQUEST FOR QUALIFICATIONS**

*for the*

Urban Waters Federal Partnership Artist in Residence Program

**ACKNOWLEDGEMENT OF RECEIPT FORM**

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

The acknowledgement of receipt should be signed and returned to the Chief Procurement Officer no later than the date indicated in RFQ Section II.A: SEQUENCE OF EVENTS. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFQ 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 Qualifications.

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

Sabrina Apodaca  
 Chief Procurement Officer  
 Ciudad Soil and Water Conservation District  
 100 Sun Avenue NE, Suite 160  
 Albuquerque, NM 87109  
 Email: [sabrina@ciudadswcd.org](mailto:sabrina@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.)

### RFQ for the

Urban Waters Federal Partnership Artist in Residence Program

**1. Identify the following information for the submitting organization:**

|                        |  |
|------------------------|--|
| <b>Offeror Name</b>    |  |
| <b>Mailing Address</b> |  |
| <b>Telephone</b>       |  |
| <b>FED ID#</b>         |  |
| <b>NM CRS#</b>         |  |

**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<br>Contractually Obligate | B<br>Negotiate* | C<br>Clarify/Respond to<br>Queries* |
|------------------|-----------------------------|-----------------|-------------------------------------|
| <b>Name</b>      |                             |                 |                                     |
| <b>Title</b>     |                             |                 |                                     |
| <b>E-mail</b>    |                             |                 |                                     |
| <b>Telephone</b> |                             |                 |                                     |

\* 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.

**3. Use of subcontractors** (Select one):

- No subcontractors will be used in the performance of any resultant contract, OR  
 The following subcontractors will be used in the performance of any resultant contract:

---

(Attach extra sheets, as needed)

**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 RFQ;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section III of this RFQ; and
- I acknowledge receipt of any and all amendments to this RFQ, if applicable.

\_\_\_\_\_, 2024  
 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:**

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

|  |    |  |  |
|--|----|--|--|
|  | \$ |  |  |
|--|----|--|--|

(Attach extra pages if necessary)

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

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

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

--OR--

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

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

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

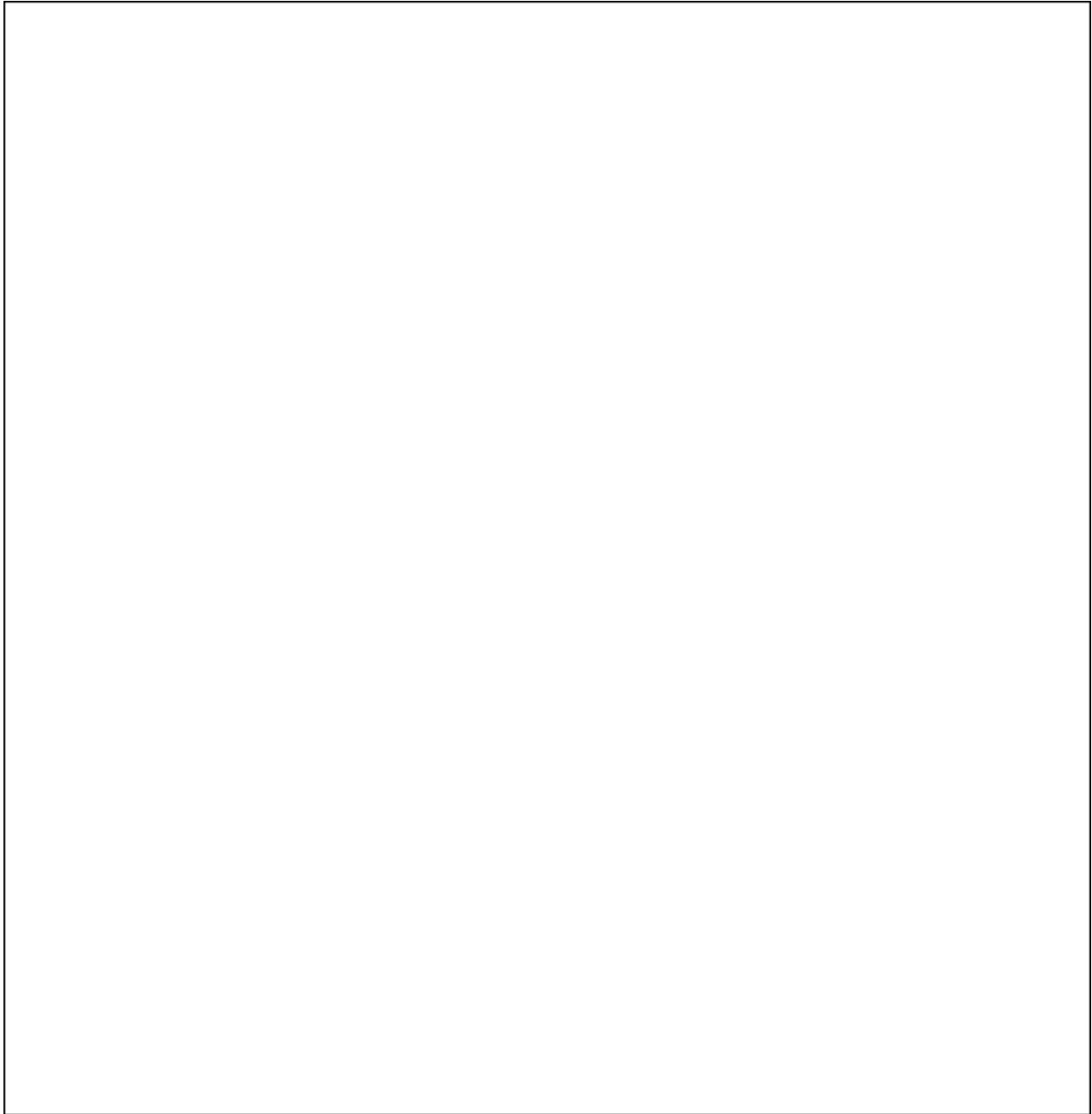
Title/Position: \_\_\_\_\_

**APPENDIX D: Technical Proposal Form  
REQUEST FOR QUALIFICATIONS**

*for the*

Urban Waters Federal Partnership Artist in Residence Program

**Offeror Resume**

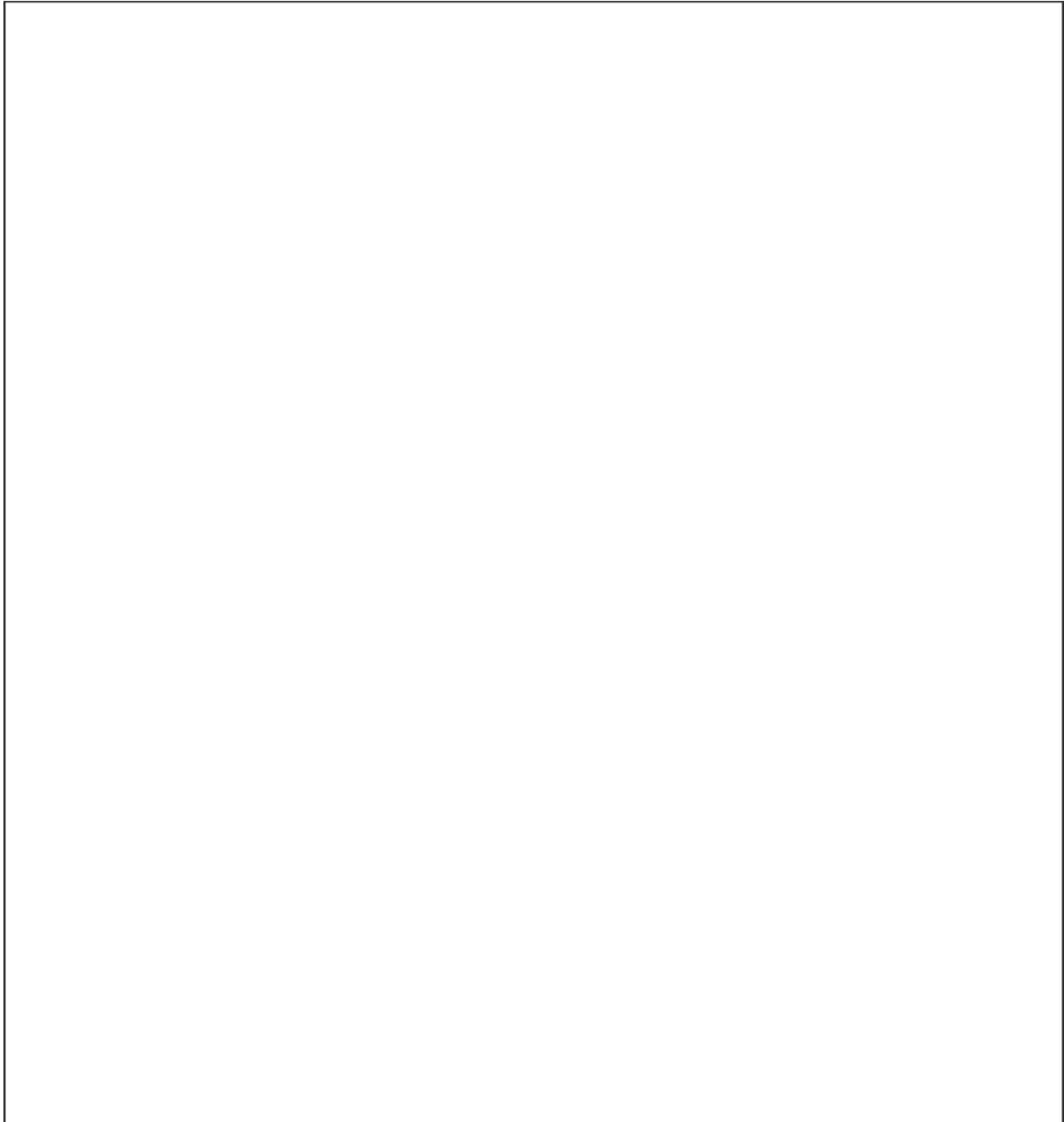
A large, empty rectangular box with a thin black border, occupying the majority of the page below the 'Offeror Resume' heading. This box is intended for the offeror to provide their resume.

**Artist Statement.**

A large, empty rectangular box with a thin black border, intended for an artist's statement. The box occupies most of the page's vertical space below the header.

**Information statement outlining the following:**

- the artist's knowledge of the cultures and communities of the Middle Rio Grande;
- a community engagement plan;
- a brief narrative about the initial concept for the project;
- and the artist's capacity to implement this project



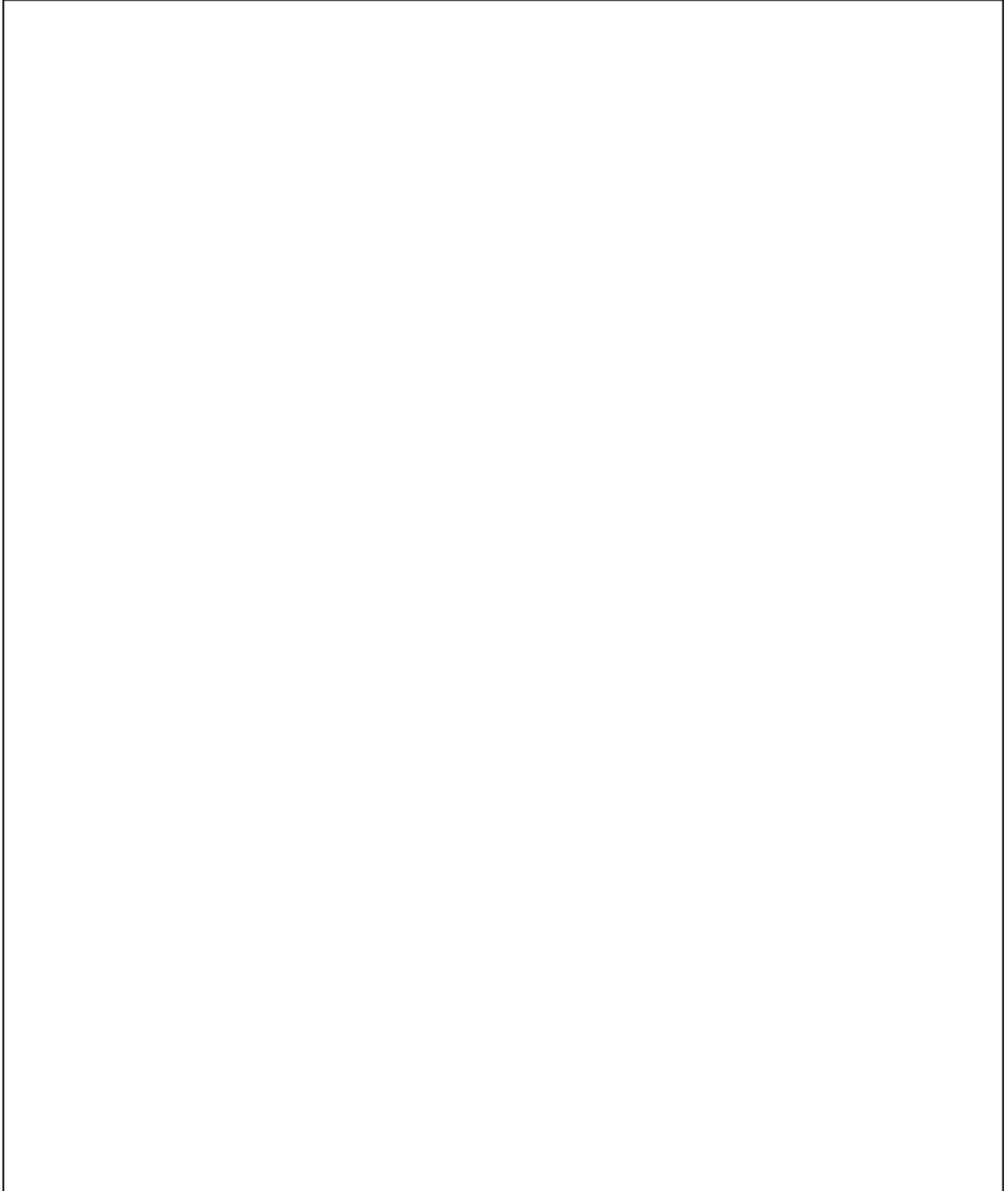


**References and Past Record of Performance**

A large, empty rectangular box with a thin black border, intended for the user to provide references and a past record of performance. The box is currently blank.

## Past Samples of Work

**An annotated image key**, clearly labeled with your full name and a numerical listing for each image, the title of the work, the media, dimensions, and year of completion.

A large, empty rectangular box with a thin black border, intended for students to provide past samples of their work. The box is currently blank.

**Response to Contract Terms (See Section V.C.18)**

**Offeror's Additional Contract Terms (If applicable, see Section V.C.19)**

**Include Attachment:**

- **Signed Letter of Transmission (APPENDIX B)**
- **Signed Campaign Disclosure Form (APPENDIX C)**

**APPENDIX E: Cost Response Form  
REQUEST FOR QUALIFICATIONS**

*for the*  
Urban Waters Federal Partnership Artist in Residence Program

Offeror: \_\_\_\_\_

| <b>Descriptions</b>                 | <b>Quantity</b> | <b>Unit of Measurement<br/>(ie. Hours, Mile, etc.)</b> | <b>Rate per Unit</b> | <b>Sub-Total</b> |
|-------------------------------------|-----------------|--|----------------------|------------------|
| Artist Compensation (Phase 1)***    |                 |  |                      |                  |
| Artist Compensation (Phase 2)***    |                 |  |                      |                  |
| Supplies***                         |                 |  |                      |                  |
| Travel, Hotel to Washington D.C.*** |                 |  |                      |                  |
| Other Travel Costs ***              |                 |  |                      |                  |
|                                     |                 |  |                      |                  |
|                                     |                 |  |                      |                  |
|                                     |                 |  |                      |                  |
|                                     |                 |  |                      |                  |
|                                     |                 |  |                      |                  |
|                                     |                 |  |                      |                  |
|                                     |                 |  |                      |                  |
| <b>Total</b>                        |                 |  |                      |                  |

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_, 2024  
Date

## APPENDIX F: Draft Contract

### PROFESSIONAL SERVICES AGREEMENT Ciudad Soil and Water Conservation District &

This Agreement is made and entered into by Ciudad Soil & Water Conservation District, a political subdivision in the State of New Mexico, hereinafter referred to as "Ciudad SWCD", and ----- hereinafter referred to as the "Artist" and address ----- is made in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

WHEREAS, the Ciudad SWCD has received grant funding from the EPA Urban Waters Federal Partnership (UWFP) for the Artist in Residency (AIR) program to be set aside for the acquisition or commission of works of art to be used in, upon and around public or private buildings and property; and

WHEREAS, the Artist herein were selected by a formal solicitation competitive sealed proposal issued by Ciudad SWCD "RFQ for the UWFP Artist in Residency" , as published; and

WHEREAS, the Artist is qualified and able to design and create the Work of Art; and

THEREFORE, the Ciudad SWCD and the Artist agree to the terms and conditions of this Agreement.

#### SECTION 1. DEFINITIONS

As used in this Agreement:

- A. "Work of Art" means the artwork designed and created by the Artist. The Work of Art consists of ----- . The design of the project will consist ----- .
- B. "Work Location" means the building, area, and community in which the Work of Art will be located.
- C. "Work Site" means the specific public area within, upon, or around the Work Location in which the Work of Art is to be located.
- D. The "Ciudad SWCD's Representative" is the individual with authority to administer the terms and conditions with respect to this Agreement.

#### SECTION 2. SCOPE OF SERVICES

- A. Artist Duties. The Artist shall perform the following services in a satisfactory and proper manner as determined by the Ciudad SWCD, and is responsible for and shall pay for:
  - 1. All services, supplies, materials, equipment and insurance

necessary for the design and execution of the Work of Art. Services shall be performed in an artistic and professional manner and in strict compliance with all of the terms and conditions of this Agreement. The Work of Art shall be of materials acceptable to the Ciudad SWCD, and to the Artist. The Work of Art shall be permanently installed at the Work Site. The Ciudad SWCD's goals for the project are to:

- a) Increase community engagement with water conservation projects.
  - b) Deepen relationships with the community.
  - c) Elevate the voices of underrepresented communities in our pilot location, and gain insights from these experiences.
  - d) Learn from these experiences, this is a pilot program and we'd like to improve.
  - e) Broad community engagement is a key aspect of the residency. Artists will work with Ciudad and its partners to generate a plan to engage the community, especially those in underserved areas of the watershed, with their artistic process.
2. During the Investigation Phase, the artist shall:
- a) Learn about Ciudad's work, communities in the watershed, and the environmental challenges facing the watershed
  - b) Develop community engagement strategies that boost local engagement with public art and awareness of our waterways
  - c) Be able to travel to multiple sites across the watershed to visit communities in and around the watershed
  - d) Produce a proposal for a publicly accessible creative project including a community engagement plan to be implemented in the next year
  - e) Artists will be responsible for their residence and facilities
3. During the Implementation Phase, the artist shall:
- a) Work with Ciudad SWCD to site, plan, permit, and implement their creative project at a location within the watershed or through some other publicly accessible medium
  - b) Track progress and document process through blog posts, photos, signage, and/or other communications
  - c) Implement and lead community engagement strategies developed during investigatory phase
  - d) Attend regular check-ins with project staff from Ciudad SWCD

e) Participate in anticipated virtual meetings with other artists across the region

4. The Artist will provide a series of community outreach activities in order to engage the public, seek input and obtain feedback, and tailor the creation process of the Work of Art in a way that engages the community.

5. The Artist shall provide to the Ciudad SWCD a written description of the manner, means and method in which the Work of Art shall be created and incorporated into the Work Site, including details addressing any preparatory work which must be performed to ready the Work Site where the Work of Art is to be located, prior to installation, and the schedule as described below.

6. The Work of Art shall be installed in compliance with all applicable Bernalillo County and New Mexico State laws, ordinances or regulations which affect construction or installation, including safety or engineering regulations.

7. The Artist shall secure any and all required and necessary building permits for construction of the Work of Art from the Bernalillo County Building and Zoning Department as required by the Bernalillo County and City of Albuquerque Building and Safety Division as required by the City.

8. The Artist shall properly and in a timely manner install the Work of Art at the Work Site to the satisfaction of the Ciudad SWCD. Installation costs, including but not limited to related transportation, labor costs, and materials, shall be the responsibility of the Artist.

9. The Artist shall not make any public information release in connection with services performed under this Agreement without prior written permission of the Ciudad SWCD.

10. The Artist shall provide a project identification plaque for the Work of Art, which shall state the title of the Work of Art, the Artist's name, the year the Work of Art was created and the fact that purchase of the Work of Art was funded through the Art in Public Places Program of Ciudad SWCD.

B. Schedule. The specific project schedule dates to be described are as follows:

1. Investigation Phase (month 2025 - month 2025)
2. Implementation Phase (month 2025 - month 2026)
3. Work of Art Installation (date)

C. Change of Design.

1. The Artist shall present to the Ciudad SWCD for their review and written approval of significant changes in the scope, design, color, size, material, texture, and/or location of the Work of Art at the Work Site. These changes may affect the installation, scheduling, site preparation or maintenance for the Work of Art or the concept of the Work of Art.

2. The Ciudad SWCD shall indicate approval or disapproval for the proposed change(s) or communicate the reasons for non-approval of the change, to the Artist. The Artist shall not implement or proceed with any proposed change(s) in scope, design, color, size, material, texture, and/or location of the Work of Art for which approval in writing by the Ciudad SWCD, has not been obtained.

### **SECTION 3. Ciudad SWCD'S RESPONSIBILITY**

A. Within 5 days of the date of the final execution of this contract, the Ciudad SWCD shall provide the Artist a Notice to Proceed.

B. Ciudad SWCD shall prepare the Work Site to a reasonable extent for installation in consultation with the Artist, which includes necessary access to the Work Site to install the Artwork and ensuring all areas are finished and ready to receive the Artwork when the Artist is ready to install the Artwork.

### **SECTION 4. COMPENSATION**

A. The Ciudad SWCD shall compensate the Artist for services rendered a sum not to exceed \$\_\_\_\_\_ (\_\_\_\_\_ Dollars). This total amount includes applicable gross receipts tax, which must be paid by the Artist, if the Artist is not exempt from the payment of gross receipts tax. This total amount shall constitute full and complete compensation for the Artist's services under this Agreement. The Artist shall be solely responsible for all expenses necessary, for the performance of this Agreement including all services, taxes, insurance, filing fees, lighting and equipment engineering fees, professional conservator fees, materials, shipping or mailing charges, travel for the Artist or the Artist's subcontractors or employees to be furnished under this Agreement, except as set forth in Section 6 of this Agreement. Cost overruns shall be the sole responsibility of the Artist.

B. Add terms for invoicing (fixed rate for total compensation on monthly basis) or (fixed rate for artist compensation and reimbursement basis for supplies and travel when goods delivered).

C. Payment(s) shall be made to the Artist upon submission of detailed invoices to the Ciudad SWCD by the Artist. Invoices shall include the deliverable phase of completion under which the services were rendered, specific tasks that were completed during the period, units of measurement and quantity of service rendered, the amount due, the purchase order number, address, telephone number, and the Artist's original signature.

D. Invoices shall be mailed or e-mailed to Ciudad SWCD. Mailed invoices shall be sent to Ciudad SWCD PO Box 93463, Albuquerque, NM 87199 and emailed invoices shall be sent to [annie@ciudadswcd.org](mailto:annie@ciudadswcd.org).

### **SECTION 5. PERIOD OF PERFORMANCE**

This Agreement shall not become effective until signed by all parties. This Agreement shall terminate on \_\_\_\_\_.

A. If the Work of Art is completed on time and installation is delayed by the



Ciudad SWCD or because the project, for which the Work of Art is intended, is not sufficiently complete to permit installation, the Artist shall store and protect the Work of Art. The Ciudad SWCD shall pay all reasonable storage costs until the Work of Art can be transported and installed at the project.

B. If the Artist completes the Work of Art prior to the time set out in the approved schedule, the Artist shall protect and store the Work of Art at the Artist's cost.

## **SECTION 6. ADDITIONAL SERVICES**

The Artist may be required to provide "Additional Services" provided the Artists receives approval in writing by the Ciudad SWCD in the form of an amendment to this Agreement. Additional Services may include:

A. Making revisions in designs, drawings, specifications or other documents when such revisions are due to causes not within the control of the Artist or the Artist's employees, agents or contractors.

B. Other related and appropriate Additional Services as authorized by the Ciudad SWCD and required to accomplish the Services described in Section 2.

## **SECTION 7. GUARANTEE**

For a period of one (1) year from the date of acceptance by the Ciudad SWCD as established by the Notice of Acceptance issued pursuant to Section 9 of this Agreement, the Artist warrants and guarantees all workmanship on and materials used in the Work of Art, and, if provided by the Artist, all workmanship on and materials used in the Work Site, to be of good quality and free of defects, to be suitable for the particular purposes intended, to meet or exceed specifications, representations or requirements contained in the proposal submitted by the Artist upon which the Artist was selected, or contained in other documents, or made orally by the Artist. The Artist agrees to make necessary repairs or replacements in the event that any of the warranties or guarantees of this section are breached.

## **SECTION 8. NOTICE OF ACCEPTANCE**

Within 30 days following delivery and installation of the Work of Art, the Ciudad SWCD shall provide in writing to the Artist either:

A. A Notice of Acceptance, which shall constitute final acceptance of the Work of Art by the Ciudad SWCD stating that the Work of Art has been completed and installed according to the terms of the Agreement and that the Ciudad SWCD accepts the Work of Art; or

B. Notification that issues remain, which prevent the Ciudad SWCD from issuing a Notice of Acceptance, in which case the unresolved issues, shall be described. If the Work of Art is not accepted, the Artist shall resolve the issues to the satisfaction of the Ciudad SWCD and this Agreement at no further cost to the

Ciudad SWCD.

## **SECTION 9. OWNERSHIP**

Ownership of the Work of Art shall be transferred from the Artist to the Ciudad SWCD upon issuance by the Ciudad SWCD of the Notice of Acceptance. The Artist hereby sells and transfers to the Ciudad SWCD the Artist's rights, except those limited by this Agreement, title, and interest in and to the Work of Art. The Artist represents to the Ciudad SWCD that the Artist currently owns the Work of Art, that no lien or encumbrance exists against the Work of Art and that following the Ciudad SWCD's purchase of the Work of Art no individual or entity will have any right or interest in the Work of Art which is prior or superior to the Ciudad SWCD's right and interest.

## **SECTION 10. MAINTENANCE, REPAIRS, AND RESTORATION**

A. The Ciudad SWCD or its partners shall be responsible for the care, custody, maintenance and security of the Work of Art after the Notice of Acceptance has been issued, and transfer of ownership has occurred. Any required maintenance of the Work of Art shall be carried out by the Ciudad SWCD with the intention of protecting the value, integrity, and authenticity of the Work of Art, provided that the Artist shall provide at no cost repairs or replacements pursuant to the warranties contained in Section 7 of this Agreement.

B. During the Artist's lifetime, the Artist shall supply, at no charge to the Ciudad SWCD, advice concerning problems relating to the maintenance of the Work of Art, unless otherwise agreed to in writing by both the Artist and the Ciudad SWCD.

C. After expiration of the warranty period, the Ciudad SWCD will make a reasonable effort, to the extent practicable, to consult with and gain the approval of the Artist in all matters concerning repairs and restoration of the Work of Art. To the extent practicable, the Artist will be given the opportunity to perform any repairs and restoration to the Work of Art for a reasonable fee.

## **SECTION 11. ADDITIONAL WARRANTIES AND RELEASE**

The Artist warrants that the Artist is sole creator of the Work of Art, that the Artist has the full power and authority to make this Agreement, and that the Work of Art does not infringe any copyright or violate any property right or other rights. The Artist agrees to defend, indemnify, and hold harmless the Ciudad SWCD, their officials, agents, and employees from and against any and all claims, actions, suits, or proceeding of any kind brought against said parties for or on account of any matter arising from or out of the Services and other obligations performed by the Artist under this Agreement. Unless otherwise provided, the Artist acknowledges that until the ownership of the Work of Art is transferred to the Ciudad SWCD pursuant to Section 10 of this Agreement any injury to property or persons caused by the Work of Art or any damage to, theft of, vandalism to, or Acts of God affecting the Work of Art are the sole responsibility of the Artist,

including, but not limited to, any loss occurring during the creation, storage, transportation, delivery or installation of the Work of Art, regardless of where such loss occurs.

## **SECTION 12. INDEMNITY**

The Artist agrees to defend, indemnify, and hold harmless the Ciudad SWCD and their officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against said parties for or on account of any matter arising from the services performed by the Artist under this Agreement. The indemnity required herein shall not be limited because of the specification of any particular insurance coverage in the Agreement.

## **SECTION 13. INSURANCE REQUIREMENTS**

The Ciudad SWCD shall not provide the Artist with any insurance coverage against any loss or risks included but not limited to those identified in Section 12 of this Agreement.

### **A. General**

The Contractor shall procure and maintain during the life of this Agreement insurance coverage of the kinds and in the amounts listed herein. The Certificates of Insurance must be issued by insurance companies authorized to do business in the State of New Mexico and shall cover all performance under this Agreement whether completed by the Contractor, the Contractor's employees, or by subcontractors. The policies shall include a provision for thirty (30) calendar days written notification to the Ciudad SWCD Purchasing Department, 415 Silver Avenue SW, Albuquerque, New Mexico, 87102 in the event a policy has been materially changed or canceled. For procurements that exceed \$20,000, an Additional Insured Endorsement Form is required.

### **B. Workers Compensation - Part I. Workers Compensation – Statutory Part II. Employers' Liability - \$1,000,000**

The Contractor shall comply with the provisions of the Workers Compensation Act of the State of New Mexico, (the "Act"). If the Contractor has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the Contracting Agency (Ciudad SWCD) and comply with the Act should it employ three or more persons during the term in providing services to the Ciudad SWCD. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, the services provided by the Contractor may be terminated effective immediately.

### **C. Commercial General Liability on ISO form CG 0001 0798 or equivalent. Bodily Injury/Property Damage: \$1,000,000 Each Occurrence \$2,000,000 General Aggregate**

The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement, which shall specifically set forth evidence of all coverage required. If such limits are higher than the minimum limits required by the Ciudad SWCD, such limits shall be certified and shall apply to the coverage afforded the Ciudad SWCD under the terms and conditions of the Agreement as though required and set forth in the Agreement. The Contractor shall furnish to the Ciudad SWCD copies of any endorsements that are subsequently issued amending coverage or limits.

D. Approval of Insurance

The Contractor or subcontractor(s) shall not begin work under the Agreement until the required insurance has been obtained and the proper Certificates of Insurance (or insurance policies) have been filed with the Ciudad SWCD, adding the Ciudad SWCD as an additional insured as applicable. Neither approval nor failure to approve certificates, policies or insurance by the Ciudad SWCD shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

E. Increased Limits

If, during the life of this Agreement, the legislature of the State of New Mexico increases the maximum limits of the liability under the Tort Claims Act, the Ciudad SWCD may require the successful Contractor to increase the maximum limits of any insurance required herein. In the event that the successful Contractor is required to increase the limits of such insurance, timely notice will be given to the Artist to provide time for making the change and an appropriate adjustment in the Agreement amount will be made to compensate for the additional expense.

## **SECTION 14. TAXES**

The Artist is solely responsible for all taxes, including without limitation federal, state income taxes and applicable NM gross receipts tax which may become due on amounts paid under this Agreement.

## **SECTION 15. SUPERVISION**

The Ciudad SWCD is under no obligation to supervise the Artist's performance of services except as expressly provided in this Agreement. The Artist's duty to defend and indemnify the Ciudad SWCD applies to any claim alleging that the Ciudad SWCD failed to supervise the Artist's actions.

## **SECTION 16. TERMINATION FOR CAUSE**

A. If the Artist fails to fulfill any of the Artist's obligations under this Agreement in a timely or proper manner, or if the Artist violates any of the covenants, agreements, or stipulations of this Agreement, the Ciudad SWCD thereupon shall have the right to terminate this Agreement by giving the Artist written notice of termination at least ten (10) days before the effective date of termination. The termination date and reasons for the termination shall be stated in the notice. In such event, all finished or unfinished drawings, specifications, models, portions of the Work of Art, supplies, or other objects which have been prepared by the Artist under this Agreement, shall at the option of the Ciudad SWCD become the Ciudad SWCD's property, and the Artist shall be entitled to receive just and equitable compensation for any work completed under this Agreement to the satisfaction of the Ciudad SWCD.

B. The Artist shall be liable to the Ciudad SWCD for damages sustained by virtue of any breach of this Agreement by the Artist. The Ciudad SWCD may withhold any payments to the Artist for the purposes of set-off until such time as the exact amount of damages due the Ciudad SWCD from the Artist is determined. Damages shall include all amounts paid pursuant to this Agreement. In addition thereto, the Ciudad SWCD has the right to recover any sums paid to the Artist and attorney's fees, costs and expenses.

## **SECTION 17. TERMINATION BY THE CIUDAD SWCD FOR CONVENIENCE**

Ciudad SWCD may terminate this Agreement at any time by giving at least fifteen (15) calendar days notice in writing to the Artist. If the Agreement is terminated by the Ciudad SWCD as provided herein, the Artist will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Artist which are required by this Agreement, less payments of compensation previously made.

## **SECTION 18. TERMINATION FOR LACK OF APPROPRIATIONS**

The terms of this Agreement are contingent upon the Board of Ciudad SWCD making the appropriations and authorizations necessary for the performance of the Agreement. If sufficient appropriations and authorizations are not made by the Board of Ciudad SWCD, this Agreement may be terminated at the end of the Ciudad SWCD's then current fiscal year upon written notice given by the Ciudad SWCD to the Artist. Such event shall not constitute an event of default. All payment obligations of the Ciudad SWCD and all of its interest in such an Agreement shall cease upon the date of termination. The Ciudad SWCD's decision as to whether sufficient appropriations are available shall be accepted by the Agreement or and shall be final.

## **SECTION 19. RECORDS AND AUDIT**

The Artist shall maintain for seven (7) years expense records, which document project expenditures. These records shall be subject to inspection by the Ciudad SWCD or its

designees. In addition, the State Auditor shall have the right to audit billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Ciudad SWCD to recover from the Artist excessive or illegal payments.

## **SECTION 20. COPYRIGHT AND REPRODUCTION RIGHTS**

A. The Artist expressly reserves every right available to the Artist under the Federal Copyright Act to control the making or dissemination of copies or reproductions of the Work of Art, except the rights which are limited by this Agreement.

B. The Artist certifies that the Work of Art created pursuant to this Agreement is a unique work of art and has not been and will not be substantially duplicated by the Artist without the prior written permission of the Ciudad SWCD, unless the Work of Art is one in a series of editions, which shall be stated in this Agreement. Should the Artist decide to reproduce or license the reproduction of the Work of Art in any way, the Artist shall first obtain the written permission of the Ciudad SWCD to do so.

C. The Ciudad SWCD retain the right to publish and distribute photographs, drawings, digital media or other forms of reproductions of the Work of Art as installed and formally accepted by the Ciudad SWCD, for reference, promotional, educational and scholarly purposes. The Ciudad SWCD agree to make no commercial use of the Work of Art without the Artist's written consent. If written permission is obtained from the Artist, all reproductions of the Work of Art by the Ciudad SWCD shall contain a credit to the Artist in the following form: "Artist's name, year of creation, and commissioning agency."

## **SECTION 21. NON-DESTRUCTION/ALTERATION MODIFICATION**

To the extent required by the Visual Artists Rights Act of 1990, Title 17, United States Code (the "Act"), as amended, or other applicable laws and regulations, during the Artist's lifetime, the Ciudad SWCD will not intentionally destroy or alter the Work of Art in any way whatsoever during the Artist's lifetime without first making a reasonable effort to locate and to inform the Artist, and to obtain the Artist's written permission, if possible. However, the Act allows the Artist to waive some or all of the Artist's rights described in this section by signing a written instrument identifying the Work and the right waived. As provided in the Act, the Modifications shall not include modifications caused by the passage of time, the inherent nature of the materials or the result of conservation, lighting or placement in connection with public presentation. If any significant alteration occurs to the Work of Art after it is formally accepted by the Ciudad SWCD, whether such change is intentional, unintentional, or malicious, and if the Artist makes a written request to the Ciudad SWCD that the Work of Art no longer be represented as the work of the Artist, then the Work of Art will no longer be represented as the work of the Artist.

## **SECTION 22. FUTURE SITE DEVELOPMENT**

The parties understand that any future site development within the immediate vicinity of the Work of Art could change the intended appearance and character of the Work of Art. Therefore, the Ciudad SWCD shall attempt to notify the Artist in writing of any intended significant change in the immediate vicinity of the Work of Art, and to the extent practicable consult with the Artist in planning the change. In the event a significant change in the immediate vicinity of the Work of Art takes place and the Artist has not been or cannot be notified or consulted, the Ciudad SWCD will comply with any later request by the Artist that the Work of Art no longer be represented as the work of the Artist.

## **SECTION 23. REMOVAL OR RELOCATION**

The Ciudad SWCD will make a reasonable attempt to notify the Artist in writing if for any reason the Work of Art must be removed or moved from the Work Site to a new location. The Artist may advise or consult with the Ciudad SWCD regarding any such removal or moving of the Work of Art. The federal Visual Artists Rights Act, as amended, if in effect at the time of moving the Work of Art, will determine the Ciudad SWCD's requirements if the Work of Art has been incorporated in or made a part of a building before the move. If the Act has been repealed at the time the Work of Art is moved, New Mexico law will apply.

## **SECTION 24. SCOPE OF CONTRACT**

This Agreement contains the entire agreement of the Ciudad SWCD, and the Artist, and supersedes any and all other contracts, agreements, or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

## **SECTION 25. CHANGES TO CONTRACT**

Changes to this Agreement are not binding unless made in writing and signed by all signatories to this Agreement. Any alterations, changes, or amendments to this Agreement shall be made in compliance with all applicable statutes, laws, rules, and regulations.

## **SECTION 26. BINDING EFFECT**

This Agreement is binding upon and inures to the benefit of the successors and/or assigns of the parties.

## **SECTION 27. EQUAL OPPORTUNITY COMPLIANCE**

The Artist agrees to abide by all Federal and State laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations, the Artist agrees to assure that no person shall, on the grounds of race,

color, religion, national origin, sex, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity performed under this Agreement. If the Artist is found to be not in compliance with these requirements during the life of this Agreement, the Artist agrees to take appropriate steps to correct these deficiencies.

#### **SECTION 28. APPLICABLE LAW**

This Agreement will be governed by and construed and enforced in accordance with the laws of the State of New Mexico.

#### **SECTION 29. RELEASE**

Except as otherwise provided herein, upon final payment of the amount due under this Agreement, the Artist releases the Ciudad SWCD, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Artist agrees not to purport to bind the Ciudad SWCD to any obligation not assumed herein, unless the Artist has express written authority to do so, and then only within the strict limits of that authority.

#### **SECTION 30. SEVERABILITY**

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of being completed.

#### **SECTION 31. CONFLICT OF INTEREST**

No officer, agent, or employee of the Ciudad SWCD will participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or in which he has any direct or indirect personal or pecuniary interest.

#### **SECTION 32. BRIBES, GRATUITIES, AND KICK-BACKS**

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

#### **SECTION 33. THIRD PARTY BENEFICIARIES**

Neither the Artist nor Ciudad SWCD intend to directly or substantially benefit any third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and no third party shall be entitled to assert any claim against Artist or Ciudad SWCD based upon this Agreement.



**SECTION 34. NOTICE**

A. If written notice is required pursuant to any of the terms of this Agreement, it must be made either personally or by regular United States Mail. If the notice is mailed, the notice will be complete when deposited in the United States Mail, postage paid, and addressed as required in this Section.

Ciudad Soil & Water Conservation District  
PO Box 93463  
Albuquerque, NM 87199

Artist Name

Address

City, State, Zip Code

B. For purposes of giving formal written notice to the Artist, the Artist's address is as stated in the first paragraph of this Agreement. Until the Ciudad SWCD issues the Notice of Acceptance, the Artist will provide the Ciudad SWCD with notice of any change in the Artist's address within ten (10) days following that change. After the final payment in this Agreement has been made, the Artist will notify the Ciudad SWCD of any change in the Artist's address within thirty (30) days following that change. Failure to do so will be a waiver of the Artist's rights, which are described in this Agreement, with the exception of the Artist's copyright and reproduction rights.

**SECTION 35. REQUIRED SIGNATURES**

This Agreement will not be binding upon the Ciudad SWCD until all signatures as required below have been obtained.

**SECTION 36. FACSIMILE / ELECTRONIC SIGNATURE**

A signature sent via facsimile or electronically shall have the same legal effect as if the Original has been signed in person.

**SIGNATURE PAGE**

Approval for the Ciudad SWCD Board of Supervisors to execute the contract for the Artist in Residence program was approved by the Ciudad SWCD Board Supervisors at the \_\_\_\_\_ Board Meeting.

**Ciudad Soil & Water Conservation District:    Artist:**

Ciudad Board Chair, J. Steven Glass

**Name**

Date

Date