

Elephant Butte Irrigation District



REQUEST FOR PROPOSAL (RFP)

Automated Water Control Infrastructure and Software

EBID RFP 2026-01

Elephant Butte Irrigation District (EBID) now invites sealed proposals from independent contractors for Automated Water Control Infrastructure and Software. It is EBID's intent to select one or more firm(s) or individual(s) who can be called upon to provide the products and services as requested.

The request for proposal document will be published only in English and may be obtained from the EBID website or office at the address below. If requested, the documents will be promptly dispatched through electronic format. No liability can be accepted for loss or late delivery.

Proposals must be delivered to the main office at the address below, on or before 2:00 p.m., MST, Monday, March 9th, 2026.

Prospective offerors may obtain further information, and inspect and acquire requests for proposal documents at the following:

Elephant Butte Irrigation District
Leah Diaz, CPO
530 South Melendres Street
Las Cruces, NM 88005
Telephone: (575)-993-2437
Email: ldiaz@ebid-nm.org
Website: <http://www.ebid-nm.org>

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SECTION I -- INTRODUCTION

1.0 Overview

Elephant Butte Irrigation District (EBID) is seeking Sealed Bids to provide Automated Water Control Infrastructure and Software. The vendor(s) shall provide turnkey supply and installation of automated water control system components for efficiency improvement projects. This scope is intended to procure equipment, software, and installation services and does not require completed engineering or final design deliverables at the proposal stage.

1.1 Purpose of This Request For Proposals

EBID seeks to implement an Automated Water Control Infrastructure and Software System to enhance water conservation, operational efficiency, and real-time management of district water delivery. This project supports EBID's long-term resource stewardship goals by improving measurement accuracy, reducing losses, and providing responsive control across the district's network.

1.2 Summary Scope of Work

Elephant Butte Irrigation District is seeking Sealed Bids to provide Automated Water Control Infrastructure and Software. The vendor(s) shall provide turnkey supply and installation of automated water control system components for the project. This scope is intended to procure equipment, software, and installation services and does not require completed engineering or final design deliverables at the proposal stage.

1.3 Scope of Work

The scope of work includes the turnkey furnishing, installation, integration, and commissioning of automated water control system components by RFP awardee(s). The vendor(s) shall supply equipment from their product catalog including automated gates, flow meters installed on laterals, motors and actuators for new and existing gates, telemetry units, control hardware, and all other associated software required for centralized monitoring and gate control. The vendor(s) will be responsible for field installation, system integration, configuration, testing, and startup of all components to ensure full operational functionality. Formal engineering design is not required as part of this procurement; however, the vendor shall provide technical assistance following award to support final equipment selection, system configuration, and coordination with EBID. The completed system shall be fully integrated, scalable, and capable of real-time communication to support efficient irrigation operations and stormwater management for the District.

Equipment Supply

The vendor(s) shall furnish all necessary equipment from their product catalog required to support system automation and operation, including but not limited to:

- Automated canal, lateral, wasteway, and drain gates
- Flow meters for installation on laterals and key conveyance points
- Motors and actuators for new and existing gates
- Telemetry units, sensors, control hardware, and communication devices
- Software platforms required for gate control, monitoring, and data management

All equipment shall be compatible as a single, integrated system capable of real-time communication and centralized control.

Installation and Integration

The vendor(s) shall be responsible for in conjunction with our staff for:

- Installation of all furnished equipment
- Integration of hardware, telemetry, and software into an operational system
- Field configuration, testing, and commissioning of installed components

Technical Support and Coordination

While formal engineering design is not required as part of this RFP, the vendor(s) shall provide technical assistance and coordination following award to support:

- Final equipment selection
- Systems configuration and sequencing
- Coordination with staff and retained engineers
- Adjustments required to align with final project approvals and funding

Training and Support

The vendor shall provide:

- Operator training for installed systems
- User documentation and system manuals
- Warranty and post-installation support options

The intent of this procurement is to engage a single vendor capable of supplying, installing, and supporting a fully integrated automation system, with final design and configuration to occur after project approval.

1.4 Procurement Manager

EBID has designated a Procurement Manager who is responsible for the conduct of this procurement. The Procurement Manager's name, address and telephone number are listed below.

Leah Diaz, CPO
 530 S Melendres St
 Las Cruces, NM 88005
 Phone: (575) 993-2437
 E-Mail: ldiaz@ebid-nm.org

To ensure information is consistent with all prospective respondents, all inquiries or requests regarding this procurement should be submitted, in writing, only to the Procurement Manager. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other EBID employees and representatives do not have the authority to respond on behalf of EBID.

1.5 Definition of Terminology

This paragraph contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“Business Hours” means 7:30 a.m. to 4:30 p.m. Mountain Time.

“Contract” means an agreement for the procurement of items of tangible personal property or services. “Contractor” shall mean successful Offeror who signs a binding contract.

“Determination” means the written documentation of a decision of a procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Desirable” The terms "may," "can", "should", "preferably", "prefers" or "requests" identify a desirable or discretionary item or factor.

“EBID” means Elephant Butte Irrigation District.

“EC” is an acronym that stands for, and may be used interchangeably with, “Evaluation Committee”.

“Evaluation Committee” means a body appointed by EBID management to perform the evaluation of Offeror proposals.

“Evaluation Committee Report” means a report prepared by the Procurement Manager and the Evaluation Committee that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

“Executive Committee” means EBID’s board of directors, Treasurer-Manager, or any committee formed under the board.

“Finalist” is defined as an Offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.

“Mandatory” The terms "must", "shall", "will", "is required", or "are required" identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal.

“Procurement Distribution List” means the list of offerors whom, by returning the most currently required “Acknowledgement of Receipt” form (concerning the latest communication regarding procurement), wish to continue to be notified of any subsequent changes regarding that procurement. This list is maintained by the procurement manager.

“Procurement Manager” means the person or designee authorized by EBID to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

“Request for Proposals” or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

“Responsive Offer” or “Responsive Proposal” means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.

1.6 Key to symbols used in this RFP

Paragraph number(s) in braces ([]) reflect references (forward and backward) between requirement(s) and the criteria that will be used to judge and/or score that requirement(s). These are provided as a convenience and are not all inclusive. Failure to provide complete cross-references does not indicate that a requirement will not be scored or evaluated. Offerors should contact the Procurement Manager, prior to the proposal submittal deadline, with any questions.

1.7 Background Information

1.7.1 EBID Background

EBID is located in Las Cruces, New Mexico. It was founded in 1918 to oversee irrigation from the Rio Grande River downstream of Elephant Butte Dam. EBID is responsible for overseeing 133,000 acres of land and managing beneficial use of 90,640 water righted acres within the State of New Mexico. International and interstate compacts obligate EBID to deliver river water to Texas and Mexico. EBID maintains approximately 600 miles of canals, laterals and drains.

EBID is a Political Subdivision of the State of New Mexico and is governed by a nine-member Board of Directors elected by EBID constituents owning a minimum of two acres of land. New Mexico State Statutes authorize EBID to assess constituent landowners determined to have taxable acres within EBID boundaries. This assessment and sale of water is the source of revenues for EBID. The 90,640 acres of irrigable farmland within the boundaries of EBID are documented by land records which are kept by EBID. This data serves as the information for our tax base.

SECTION II -- CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

2.0 Overview

This section of the document contains the DRAFT schedule for this procurement, describes the major procurement events and milestones, and specifies general conditions governing the procurement.

2.1 Sequence of Events

The Procurement Manager will make every effort to adhere to the following schedule:

ACTION	RESPONSIBILITY	DATE
1. Issue RFP	Procurement Manager	2/26/2026 (Thursday)
2. Acknowledgement of Receipt	Offeror	3/2/2026 (Monday)
3. Deadline to Submit Questions	Offeror	3/3/2026 (Tuesday)
4. Response to Questions	EBID	3/4/2026 (Wednesday)
5. Submission of Proposal	Offerors	3/9/2026 (Monday) 2:00 PM MST
6. Proposal Evaluation	Evaluation Committee (EC)	3/9/2026 (Tuesday)
7. Selection of Finalists	Evaluation Committee	3/10/2026 (Tuesday)
8. Best and Final Offers	Offeror	3/10/2026 (Tuesday)
9. Recommendation / Approval	EBID	3/11/2026 (Wednesday)
10. Notice of Award	EBID	3/12/2026 (Thursday)
11. Protest Deadline	Offerors	3/27/2026 (Friday)

2.2 Explanation of Events

The following paragraphs describe the activities listed in the sequence of events shown in the table in Paragraph 2.1.

2.2.1 Issue of RFP

This RFP is being issued by Elephant Butte Irrigation District on the date specified in the Sequence of Events.

Paper copies of the RFP can be obtained from the Procurement Manager or downloaded on the home page of the EBID web site at <http://www.ebid-nm.org>.

2.2.2 Acknowledgement of Receipt

Potential Offerors should hand deliver, return by Email or U.S. Mail the “Acknowledgement of Receipt Form” that accompanies this document, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 4:30 pm GMT Monday, March 2nd, 2026.

2.2.3 Deadline to Submit Written Questions

Any proposal questions must be submitted in writing by 4:30 pm GMT Tuesday, March 3rd, 2026, to the Procurement Manager.

2.2.4 Response to Questions

Written responses to submitted questions will be emailed to all potential Offerors who have returned their Acknowledgement of Receipt Form as per Section 2.2.2 as of TBD.

2.2.5 Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION NO LATER THAN:

Monday, March 9th, 2026, at 2:00 PM MST AT THE FOLLOWING ADDRESS or electronically. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Mailed Proposals must be addressed to:

Elephant Butte Irrigation District
Attn: Leah Diaz, CPO
530 S Melendres St.
Las Cruces, New Mexico, 88005
Email: ldiaz@ebid-nm.org

Proposals must be labeled on the outside of the package or in the subject line of the email to clearly indicate that they are in response to **RFP EBID #2026-01**. A public log will be kept of the names of all Offerors. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed until contract award.

Offerors are solely responsible for ensuring that their proposals are delivered on or before the submission deadline stated in this RFP. EBID shall not be held liable for, nor will it accept as justification for late submission, any delays caused by the United States Postal Service, commercial delivery services, couriers, or any other carrier. Offerors are strongly encouraged to plan accordingly and allow sufficient time for delivery, transmission, or submission to ensure their proposal is received by the deadline. Proposals received after the deadline will be deemed non-responsive.

Electronic Submission of Proposals:

State of New Mexico, NMSA 1978, § 13-1-95.1 permits electronic submission of proposals. Offerors may submit their proposals via email to the Procurement Manager at the email address listed in this RFP. Proposals must be received no later than the date and time specified in the “2.2.5 Submission of Proposal” section. The subject line of the email shall clearly state:

SUBMISSION – RFP 2026-01 Automated Water Control Infrastructure and Software

Offerors are responsible for ensuring that their complete proposal, including all required documents and attachments, is successfully transmitted and received. The Procurement Manager will confirm receipt of each proposal via email. Proposals received after the deadline will be considered non-responsive. Electronic submissions shall have the same force and effect as hard-copy submissions. All proposal documents submitted electronically must be in PDF format, and all files must be accessible and free of viruses or corrupt data. All electronic submission must meet the requirement of the subject line and all requirements set forth in the RFP. Submissions sent electronically will not be opened until after the deadline set forth in this RFP. If submitting electronically, no hard copy shall be submitted.

2.2.6 Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committees (EC) composed of representatives of EBID. During this time, the Procurement Manager may, at his/her option, initiate discussions with Offerors who submit proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

2.2.7 Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist(s) Offerors. A schedule for the oral presentation and demonstration will be distributed at this time.

2.2.8 Best and Final Offers from Finalists

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by the date specified in the Finalist Notification Letter.

2.2.9 Oral Presentation by Finalists

Finalist Offerors may be required to present their proposals to the Evaluation Committee and EBID's Board of Directors. The Procurement Manager will schedule the time for each Offeror presentation. All Offeror presentations will be held at the EBID office in Las Cruces, NM, and oral presentations will be limited to one (1) hour in duration.

2.2.10 Finalize Contract(s)

It is EBID's intent to select one or more firm(s) who can be called upon to provide products and services as needed. A contract will be finalized with the most advantageous Offeror(s). In the event that mutually agreeable terms cannot be reached within the time specified, EBID reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

2.2.11 Notice of Award

EBID Board will take action for approval and award of the request for proposal on Thursday March 12th, 2026. After review of the Evaluation Committee Report and the signed contract, EBID will award the contract(s) on the date specified in the Sequence of Events. This date is subject to change at the discretion of EBID.

Contract award shall be made to the Offeror(s) whose proposal(s) are the most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal(s) may or may not have received the most points. EBID makes no representation of any kind that an award of contract(s) will be made as a result of this RFP.

2.2.12 Protest Deadline

Any protest by an Offeror must be in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following contract award and will end as of close of business on fifteenth calendar day following contract award. Protests must be written and must include the name and address of the protestant and the solicitation number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested. The protest must be mailed to the following address:

Elephant Butte Irrigation District
Leah Diaz, CPO
530 S Melendres St
Las Cruces, New Mexico 88005
ldiaz@ebid-nm.org

Protests received after the deadline will not be accepted.

2.3 General Requirements

This procurement will be conducted in accordance with the procurement regulations and practices of EBID in full compliance with New Mexico state law NMSA 1978 Chapter 13

2.3.1 Acceptance of Conditions Governing the Procurement

Offeror must indicate acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2.3.2 Incurring Cost

Any cost incurred by the Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

2.3.3 Contractor Responsibilities

The Contractor shall be solely responsible for performance under the contract. EBID will make contract payments only to the prime contractor.

2.3.4 Subcontractors

The use of subcontractors is allowed. If utilized, the Contractor shall remain solely responsible for performance under the contract.

2.3.4.1 In Letter of Transmittal

The offeror must identify any and all sub-contractors to be utilized (by company name) OR explicitly state that “No subcontractors, or subcontractor personnel, are utilized in the attached proposal.” in the letter of transmittal.

2.3.4.2 In Proposal

If used, the use of subcontractors must be clearly explained, and all must be identified by name, in the proposal. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

2.3.5 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 in the transmittal letter. EBID will not merge, collate or assemble proposal materials.

2.3.6 Offeror's Rights 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 signed by the Offeror's duly authorized representative(s) addressed to the Procurement Manager.

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

2.3.7 Proposal Offer Firm

Responses to this RFP, including costs, will be considered firm for ninety (90) days after the due date for receipt of proposals, or sixty (60) days after the due date for a best and final offer, if one is requested.

2.3.8 Disclosure of Proposal Contents

The proposals will be kept confidential until the contract is awarded by EBID. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-34-1 to 57-3A-7 NMSA 1978. The price of products offered, or the cost of services proposed shall not be designated as proprietary or confidential information. EBID reserves the right to remove and discard any inappropriately marked materials and not consider such materials in the scoring of that offeror's proposal. After the award process, the evaluation becomes public record subject to an IPRA request and can be shared with the Executive Committee.

Offerors are discouraged from submitting proprietary or confidential materials unless it is necessary to provide a complete proposal. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. For this procurement, any proprietary or confidential material, if submitted, shall be contained wholly and completely in a separate binder (Binder #4) which shall contain ONLY proprietary or confidential materials. Proprietary or confidential material shall be referred to BY

REFERENCE ONLY from all other binders that shall contain NON-PROPRIETARY AND NON- CONFIDENTIAL MATERIALS ONLY.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, EBID shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

2.3.9 No Obligation

This procurement in no manner obligates EBID to the eventual purchase of services offered until confirmed by an executed written agreement approved by EBID. Progress toward this end is solely at the discretion of EBID and may be terminated at any time prior to the signing of a contract.

2.3.10 Termination

This RFP may be canceled at any time and any and all proposals may be rejected, in whole or in part, when EBID determines it is in their best interest.

2.3.11 Source of Funding

Any agreement based on a proposal is contingent upon EBID, making appropriate appropriations and authorization for the performance of the agreement.

2.3.12 Legal Review

EBID requires that all Offerors agree to be bound by the general requirements as articulated in this RFP. Any Offeror concerns must be brought promptly to the attention of the Procurement Manager.

2.3.13 Governing Law

This procurement, and any agreement with Offerors that may result, shall be governed by the laws of the State of New Mexico.

2.3.14 Basis for Proposal

Only information supplied by EBID in writing through the Procurement Manager or in this RFP should be used in the preparation of Offeror proposals.

2.3.15 Contract Terms and Conditions

The contract between EBID and a Contractor will follow the format specified by EBID and contain the terms and conditions set forth in Appendix B, "Contract Terms and Conditions." However, EBID reserves the right to negotiate with a successful Offeror(s) provisions in addition to or modifications of those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of EBID's terms and conditions, as contained in this Section or in Appendix B, the Offeror must propose specific alternative language. EBID may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable 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.

2.3.16 Offeror's Terms and Conditions

Offerors must submit with the proposal complete sets of any additional terms and conditions that they expect to have included in a contract negotiated with EBID.

2.3.17 Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between EBID and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

2.3.18 Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to meet and adhere to the requirements specified within this RFP. The Procurement Manager will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85, NMSA 1978.

2.3.19 Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all responding Offerors failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

2.3.20 Change in Contractor Representatives

EBID reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of EBID, meeting its needs adequately.

2.3.21 Notice

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

2.3.22 Proposal Acceptance Rights/Conflict of Interest

EBID reserves the right to accept all or a portion of an Offeror's proposal, however, acceptance of a proposal is contingent upon the Offerors certification and agreement to comply with all provisions of New Mexico State Law. EBID will evaluate any potential conflict of interests identified and determine if it is a direct conflict of interest. A direct conflict of interest shall be cause for disqualifying an Offeror from consideration. EBID's determination shall be final.

2.3.23 Right to Publish

Throughout the duration of this procurement process and contract term, potential Offerors/Contractor must secure written approval from EBID prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

2.3.24 Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of EBID.

2.3.25 Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of services under the services agreement resulting from this RFP shall be kept confidential and shall not be made available to any

individual or organization by the contractor without the prior written approval of EBID.

The Contractor(s) agree to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without EBID's written permission. By confidential information, we mean the software and related materials, including enhancements, which are designated as proprietary and confidential trade secrets of the licensor and licensee of the software. Contractor(s) will not remove any copyright, trademark and other proprietary rights notice from the licensed software or related materials.

2.3.26 Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also paragraph 2.2.5, Response to Written Questions/RFP Amendments.)

2.3.27 Correctness of Reference Information

It is the offeror's sole responsibility to ensure that all references provided are current and that the contact information provided is correct. Persons checking references shall make minimal or no efforts to follow-up on incorrect information. Proposals will receive a low score, or a score of zero (0) in this area if one or more of the references cannot be contacted after a reasonable effort to do so.

2.3.28 Use of Internal References

References to other personnel within the offeror's organization (or parent organization) are unacceptable. Such references will not be contacted, and the offeror shall receive a score of zero (0) for that reference.

2.3.29 Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the offeror's possession and the version maintained by EBID, the version maintained by EBID shall govern.

2.3.30 Insurance Requirements

It is the offeror's responsibility to have workers compensation insurance to cover obligations imposed by applicable federal and state statutes with the minimum levels required by law and are to provide a statement of concurrence.

Comprehensive automobile liability insurance with a combined single limit for bodily injury and property damage of not less than the minimum required by the State of New Mexico, for each occurrence with respect to Licensee's vehicle, whether owned, hired or non-owned, assigned to or used in the performance of work. A statement of concurrence is required.

The policies required by #1 and #2 shall be endorsed to include Contractor, its officers, agents and employees as additional insured and shall stipulate that the insurance afforded shall be excess and not contributory insurance. A statement of concurrence is required.

Contractor and its insurers providing the required coverages shall waive all rights to subrogation against EBID and members of its governing bodies, its officers, agents and employees. A statement of concurrence is required.

Insurance is required prior to commencing any work and Licensee shall furnish Licensor with Certificates of Insurance as evidence that policies providing the required coverages, conditions, and limits are in full force and effect. Such certificates shall provide that not less than thirty (30) days advance notice of cancellation, termination, or alteration shall be sent directly to Licensor. A statement of concurrence is required.

Contractor understands and agrees that he will not be covered under the worker compensation insurance policy of EBID or provided any employee benefits or other monetary benefit of any type or nature for performing the work. A statement of concurrence is required.

In addition, successful bidders shall provide proof of professional liability insurance in the amount of \$500,000 each claim and \$1,000,000 aggregate. Each proposal received must include a copy of the renewal certificate or declarations page; and if selected, the successful bidder must provide Elephant Butte Irrigation District a certificate of insurance reflecting the above minimum.

2.3.31 Oral Presentation

Finalist may be selected based on the cumulative scores shown in table in section “Evaluation 5.1.2”. If selected as a finalist, and the EBID Evaluation Committee desires an oral presentation, Offerors agree to provide the Evaluation Committee the opportunity to meet with and question the proposed primary account representative at an oral presentation. Offerors shall be expected to present the contents of their proposal and to discuss the merits of their firm’s expertise. The proposed primary account representative is expected to conduct the presentation. Offerors may also be required to discuss other relevant items as requested by the Evaluation Committee and the Executive Committee. A statement of concurrence is required.

SECTION III -- RESPONSE FORMAT AND ORGANIZATION

3.0 Overview

This section describes the format and organization of the Offeror's response. Failure to conform to these specifications may result in the disqualification of the proposal.

3.1 Number of Responses

Offerors may submit only one proposal.

3.2 Number of Copies

A single proposal is made up of Binder #1, Binder #2, Binder #3(optional). Offerors shall deliver THREE (3) identical copies (defined as the original and TWO [2] copies of the original) of their proposal.

- **Binder #1 Proposal:** Three (3) identical copies of their proposal
- **Binder #2 Cost Response - Terms and Conditions:** Three (3) identical copies containing only the Cost Response Form and Terms & Conditions,
- **Binder #3 Proprietary and/or Confidential (optional):** Three (3) identical copies containing any and all proprietary and/or confidential material. Note that Binder #3 is only required if “Other Supporting Material” or proprietary and/or confidential material is submitted. If no “Other Supporting Material” or proprietary and/or confidential material is submitted, Binder #3 may be omitted.

For electronic submissions, a single (1) PDF file shall be submitted for each required binder.

3.3 Proposal Format

All proposals must be typewritten on standard 8 1/2 x 11 paper and placed within the specified binders with tabs delineating each section. Each binder must be physically separate. (See also paragraph 3.4.9, Marking of Binders.)

3.4 Proposal Organization

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

3.4.1 Organization and Indexing

Each proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated with a tab for each item listed below:

Binder #1 (Mandatory)

- a. Letter of Transmittal
- b. Table of Contents
- c. Proposal Summary
- d. Response to Specifications
- e. Offeror's Additional Terms and Conditions**
- f. RFP Compliance Declaration (Appendix A)
- g. Response to EBIDs Contract (Appendix B)
- h. Campaign Contribution Disclosure Form (Appendix D)

Binder #2 (Mandatory)

- a. Table of Contents
- b. Completed Offeror Response and Cost Response Form (Appendix C)

Binder #3 (Optional, only if other supporting materials included, otherwise not required)

- a. Table of Contents (optional)
- b. Other Supporting Material (samples, marketing materials, etc.)
- c. All (and only) other proprietary or confidential material

** If no additional proposed Terms and Conditions are included, so state in conjunction with response to item g, Response to EBID Contract, immediately above.

3.4.2 Order of items

Within each section of their proposal(s), Offerors must address the items in the order in which they appear in this RFP.

3.4.3 Inclusion of completed forms.

All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

3.4.4 Costs, rates, or expenses discussion.

All discussions regarding proposed costs, rates, or expenses shall be presented exclusively on the Cost Response Form (Appendix C), or on an attached document if the Cost Response Form cannot accommodate the required data.

3.4.5 Isolation of individual requirements

Offeror must isolate responses to individual requirements (i.e. not spread randomly through the entire proposal or across multiple binders). Each requirement will be evaluated and scored independently of all other requirements before the individual scores are summarized.

3.4.6 Use of section numbers and titles from RFP

Responses to sections 4.2.1 through (and including) sections 4.2.22.1.7. (and all associated sub-paragraphs) in offeror's proposal must use and correspond to the section numbers and titles used in those paragraphs of the RFP (such as "4.2.1. System Requirements" or "4.2.6. Warranties") unless otherwise stated within those paragraphs or sub-paragraphs. This material shall be placed under Tab E, "Response to Mandatory Specifications" or under Tab F, "Response to Desirable Specifications" (as appropriate), in Binder #1. Items required to follow this convention, but not doing so, will be disregarded and not considered or included in the scoring.

3.4.7 Mandatory use of month and year in dates regarding personnel

For each key skill or knowledge listed in resumes or similar narrative within the proposal, offeror must list starting and ending dates INCLUDING THE MONTH (MM/YY to MM/YY format). Required items not following this convention will be disregarded and not considered or included in the scoring.

3.4.8 Use of lists of experiences or qualifications

Except where specifically called for, "Laundry lists" (five or more items) of skills, experience, or knowledge are to be avoided unless necessary to fully establish the facts in the matter. If used, EACH ENTRY must indicate the start and end dates (MM/YY to MM/YY format) and also indicate whether the exposure or use was "brief" (less than six (6) months of intensive work in this area and limited knowledge), "moderate" (more than six (6) months of intensive work in this area and basic working knowledge), or "extensive" (two (2) or more years of intensive work in this area and strong working knowledge). Items not following this convention will be disregarded and not considered or included in the scoring.

3.4.9 Marking of binders

Proposal binders must be clearly labeled and numbered. The original copy of each binder shall be clearly marked as

such on the front of the binder.

3.4.10 Page numbers and Tables of Contents

Within each binder submitted, each page (except for divider pages) shall be consecutively numbered and shall correspond with the table of contents. If a cover page is used, it shall be numbered “i” and the Table of Contents shall be numbered starting with “ii”. If no cover page is used, the Table of Contents shall be numbered starting with “i”. In either case, the first non-divider page following the Table of Contents shall start the page numbering with “1”. Each binder shall contain its own Table of Contents covering that binder only. **(The Letter of Transmittal is not subject to page numbering requirements and shall be the first item within Binder #1).** This paragraph is not mandatory for Binder #3, Other Supporting Material.

3.4.11 Clear Response to Requirements

Any requirement(s) not clearly and explicitly responded to shall receive a score of zero (0) if the proposal is not otherwise eliminated from consideration as non-responsive.

3.4.12 Other Supporting material

Offerors may attach other materials that they feel may improve the quality of their responses. Unless provided in specific response to the requirements (and included in the requirements cross-reference table), this material should be included in Binder #3. While the material in Binder #3 may be reviewed by members of the evaluation committee for background information, it WILL NOT be included in the scoring of the proposal.

3.5 Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. A copy shall be included in each Binder #1. The letter of transmittal MUST include the following information:

- a. Identify the submitting organization
- b. Identify the name and title of the person authorized by the organization to contractually obligate the organization (including e-mail address)
- c. Identify the name, title, and telephone number of the person authorized to negotiate the contract on behalf of the organization (including e-mail address)
- d. Identify the names, titles and telephone numbers of people to be contacted for clarification (including email address)
- e. Explicitly indicate acceptance of the Conditions Governing the Procurement as stated in paragraph 2.3.1;
- f. Person authorized to contractually obligate the organization must sign the letter
- g. Acknowledge receipt of all amendments to this RFP (if any) and
- h. Identify any (and all) subcontractors utilized (if applicable) or state that none are used (see paragraph 2.3.4.1).

SECTION IV -- SPECIFICATIONS

4.0 Overview

This section contains specifications and relevant information offerors should use for the preparation of their proposals.

4.1 Information

4.1.1. Response Required for Every Specification

Offeror's proposal must contain a response to each specification. If there are any specifications an offeror chooses not to respond to, offeror must still acknowledge the specification by indicating "Not Applicable".

4.1.2. EBID Resources

The following resources will be provided to contractor personnel for use on this contract:

EBID will assign designated personnel to facilitate the contractor in setting up meetings, provide information, data and otherwise facilitate the work as assigned by the EBID on a case-by-case basis. The support of EBID resources does not relieve the contractor of the primary responsibility to provide products & services.

4.1.3. Work Performance

For the purpose of proposal preparation, Offerors shall assume that work will be performed at various locations within EBID's district boundaries, and that specific work locations may vary. EBID's central office is located at:

Elephant Butte Irrigation District
530 S Melendres St
Las Cruces, New Mexico 88005

4.2 Specification Requirements

4.2.1. **Firm Experience:** Offerors must possess a minimum of five (5) years of substantial, demonstrable expertise and firm experience in automated water control infrastructure, including but not limited to SCADA systems, remote sensing and telemetry, real-time operational software, and other advanced water management technologies. Experience with governmental or public-sector water agencies is preferred when such expertise is proposed as a primary service under the Scope of Work for this RFP. Offerors shall provide a detailed narrative describing the firm's technical knowledge, past performance, and experience in these areas.

4.2.2. **Technical Capability and System Design:** Evaluators will assess the extent to which the Offeror demonstrates a robust understanding of automated water control infrastructure and related technologies. Evaluation will include quality, clarity, and completeness of proposed system architecture. Integration approach for automated gates, sensors, telemetry, SCADA platforms, and real-time monitoring software. Cybersecurity protocols, data integrity protections, and compliance with industry-accepted standards. Scalability, modularity, and long-term sustainability of proposed solutions.

4.2.3. **Value, Cost, and Total Life-Cycle Considerations:** Offeror pricing will be evaluated for fairness, transparency, and long-term value, with consideration for: total cost of ownership, including hardware, software licensing, communications, and maintenance.

4.2.4. **Support & Warranty Provisions:** Offerors shall provide a detailed description of all support services included with the proposed automated water control infrastructure, software, and communications equipment. At a minimum, proposals shall address:

- Availability of technical support (e.g., business hours, after-hours, emergency support).
- Methods of support delivery, including telephone, email, remote diagnostic access, and on-site assistance.
- Response and resolution time commitments for varying levels of system issues or outages.
- Availability of firmware, software, and security updates as part of standard support.

Offerors must clearly identify any maintenance activities that are essential to maintain equipment warranties or system performance guarantees.

4.2.5. **Continuity of Operations:** The Offeror shall describe how support, maintenance, and warranty services will ensure minimal disruption to EBID's operational control systems and communications infrastructure. This includes Interim measures during equipment failure or repair. Backup, failover, or redundancy capabilities. Restoration procedures to return systems to full operational status.

4.2.6. **Primary Account Representative:** In their proposal, offerors must identify the proposed primary account representative who will be responsible for the performance of the contract. The primary account representative is the person who will serve as the single point of contact between the offeror and authorized users.

4.2.7. **References:** Offerors shall provide two (2) references that demonstrate the firm's relevant experience with automated water control infrastructure, SCADA systems, telemetry, real-time operational software, and/or communications systems similar in scope and complexity to the requirements of this RFP. References must reflect work performed within the last five (5) years. Acceptable references include governmental agencies, irrigation districts, or public water management organizations. Large-scale water operations utilizing automated control structures, remote sensing, or advanced communication networks. Clients for whom the Offeror has provided integration, installation, software development, data telemetry, or long-term support services related to water management technologies. References shall not include subcontractors, affiliates, or personal references.

EBID reserves the right to: Contact any listed reference, Contact other known clients not listed by the Offeror, and Verify performance information from publicly available sources. Failure to provide complete and accurate reference information may result in the Offeror being deemed non-responsive.

Finalists will be selected based on the cumulative scoring in the evaluation table found in "Evaluation 5.1.2." If selected as a finalist, and the EBID Evaluation Committee desires an oral presentation, Offerors agree to provide the Evaluation Committee with an opportunity to meet and question the proposed primary account representative during an oral presentation. Offerors shall be expected to present the contents of their proposal and to discuss the merits of their firm's expertise. The proposed primary account representative is expected to conduct the presentation. Offerors may also be required to discuss other relevant items as requested by the Evaluation Committee and the Executive Committee.

SECTION V -- EVALUATION

5.0 Overview

5.1 Evaluation Point Summary

The following is a summary of evaluation factors and the point value assigned to each. These weighted factors will be used in the evaluation of the individual offeror proposals. Only finalist offerors will receive points for their oral presentation, if applicable.

Evaluation 5.1.2

Spec. #	Specification Title	Points
4.2.1	Firm Experience	20
4.2.2	Technical Capability and System Design	20
4.2.3	Value, Cost, and Total Life-Cycle Considerations	10
4.2.4	Support & Warranty Provisions	10
4.2.5	Continuity of Operations	10
4.2.6	Primary Account Representative	20
4.2.7	References	10
	TOTAL	100

5.2 Evaluation Factors (All Specifications)

Points will be assigned based on the established evaluation factors. Each factor directly corresponds to a requirement outlined in the specifications. Where full compliance with a requirement is demonstrated, the maximum point value for that factor will be awarded. In cases where only partial compliance is achieved, a proportional number of points may be granted. The evaluation process is intended to measure the extent to which the submitted materials satisfy the stated requirements and to ensure consistency, fairness, and clarity in the scoring methodology.

5.3 Evaluation Process

All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

The Procurement Manager may contact the offeror for clarification of the response as specified in Paragraph 2.2.7.

Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible offerors with the highest scores may be selected as finalist offerors based upon the proposals submitted. Finalist offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible offeror(s) whose proposal is most advantageous to EBID, taking into consideration the evaluation factors in Section V, will be recommended for award as specified in Paragraph 2.2.13. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

RFP Compliance Declaration

Automated Water Control Infrastructure and Software

RFP EBID #2026-01

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any and all materials and/or services to EBID within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in Federal Rules and Regulations.

FIRM NAME: _____

REPRESENTED BY: _____

TITLE: _____

E-MAIL ADDRESS: _____

TELEPHONE NO.: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

NM TAX & REVENUE DEPT. CRS # _____

FEDERAL ID # _____

NM SECRETARY OF STATE REGISTRATION # _____ (Corp only)

This form must be completed and returned with the proposal. Failure to include will subject response to rejection.

APPENDIX B

Elephant Butte Irrigation District

Automated Water Control Infrastructure and Software

ELEPHANT BUTTE IRRIGATION DISTRICT

THIS AGREEMENT is made and entered into by and between the Elephant Butte Irrigation District, hereinafter referred to as the "District" and TBD, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Board of Directors for the District.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the work outlined in the Scope of Work attached hereto as Attachment 1 and incorporated herein by reference.

2. Compensation.

A. The District shall pay the Contractor in full payment for services satisfactorily performed at the following rates as specified in the table below, to be invoiced after the performance of the services.

Contractor Personnel	Rates

The gross receipts tax levied on the amounts payable under this Agreement shall be paid by the District to the Contractor.

B. Payment is subject to the availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the District no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered, October 31st. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement of accounting for all services performed monthly, specified on a minimum of a quarter hour basis, and expenses incurred. If the District finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor with a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon certification by the District that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the District shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. Term.

This Agreement is effective TBD and shall expire on TBD. This Contract may be mutually renewed on an annual basis for a one (1) year terms unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In no event shall this agreement remain in effect beyond four years.

4. Termination.

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

B Termination Management. Immediately upon receipt by either the District or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the District; 2) comply with all directives issued by the District in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the District shall direct for the protection, preservation, retention or transfer of all property titled to the District and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the District upon termination and shall be submitted to the District as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the District.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the District. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the District. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the District, its officers, and employees from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

10. Confidentiality and Non-Competition.

Any confidential or privileged information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the District.

This confidentiality provision shall not expire notwithstanding the date Contractor completes his services hereunder, or other termination of this Agreement. Contractor agrees to contractually bind any agents or employees with this provision.

11. Product of Service -- Copyright.

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

Upon termination of this Agreement, or completion of the work required under this Agreement, whichever occurs first, the Contractor will return to the District all documents, records, data, licensed software, and information of any kind whether written, computer or other forms, which was acquired, compiled or produced by the Contractor and/or the District during the course of this Agreement. The Contractor may retain information regarding billing and compensation but shall not retain any substantive written or computerized information acquired or compiled during the course of this Agreement.

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the District; (ii) the Contractor is not a member of the family of a public officer or employee of the District; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the District, a member of the family of a public officer or employee of the

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

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the District within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the District whose official act, while in District employment, directly resulted in the District's making this Agreement;

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the District relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the District if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the District and notwithstanding anything in the Agreement to the contrary, the District may immediately terminate the Agreement.

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

13. Amendment.

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

14. Merger.

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

15. Penalties for violation of the law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern, and that venue will lie in the Third Judicial District Court in Dona Ana District. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Insurance.

The Contractor is an independent contractor with the District and understands and agrees that he will not be covered under any worker's compensation insurance policy of the District. The Contractor further understands and agrees that no benefit to Contractor is provided by insurance policies or coverages maintained by the District regarding its employees, property and operations. Contractor may maintain his/her/its own insurance for professional negligence, ordinary negligence (including automobile liability), workers compensation or other risks and liabilities that the Contractor deems appropriate. Contractor hereby waives all rights to subrogation, contribution and indemnity by, to or against the District, its officers, agents and employees and any members of its governing bodies, boards and committees.

20. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the District, the Department of Finance and Administration and the State Auditor. The District shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the District to recover excessive or illegal payments.

21. Disclaimer and Hold Harmless.

The District shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the District harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by the District in connection with the performance by Contractor of Contractor's duties according to this Agreement.

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the District from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the District by certified mail.

23. Invalid Term or Condition.

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

24. Enforcement of Agreement.

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

25. Authority.

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

26. Approval of Contractor Personnel.

Personnel proposed in the Contractor's written proposal to the District are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the District. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the District shall retain the right to request the removal of any of the Contractor's personnel at any time.

27. Survival.

The agreement paragraphs titled "Confidentiality & Non-Competition", "Copyright", "Disclaimer & Hold Harmless", "Indemnification", and "Patent, Copyright, Trademark and Trade Secret Indemnification" shall survive the expiration of this agreement. Software licenses, leases, and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this Agreement.

28. Succession.

This agreement shall extend to and be binding upon the successors and assigns of the parties.

29. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

30. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the Third Judicial District Court and the parties shall utilize a striking process until a mediator is agreed upon.

31. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the District until it is executed by the Board of Directors after voting on the contract at a public meeting. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

32. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall be entitled to an award of attorneys' fees and court costs.

33. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, consultants, and agents in connection with any steps required to be taken under this Agreement.

34. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The contractor shall defend, at its own expense, the District against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the District based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the District for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the District shall:

- i. give the contractor prompt written notice of any claim;
- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- i. provide the District the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the District to the extent such modification is the cause of the claim.

35. Cooperative Agreement.

This Agreement is applicable and available for use by the EBID, NM State Agencies and NM Local Public Bodies. Prior to utilizing this Agreement, EBID must be notified, and the user must request approval. Awarded vendor(s) are to take note that EBID has precedence for the usage of this Agreement. When applicable, all Agencies must report their expenditure to the General Services Department, State Purchasing Division.

36. Notices.

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

To the District: Elephant Butte Irrigations District
 c/o Joshus Smith, Treasurer/Manager
 530 S. Melendres St.
 Las Cruces, NM 88005

To the Contractor:

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signatures by the Board of Directors for the Elephant Butte Irrigation District.

By: _____ Date: _____
Contractor
Printed Name:

By: _____ Date: _____
District President
Printed Name: Rafael Roviroso

By: _____ Date: _____
District Secretary
Printed Name: Randy Garay

Attachment 1

Automated Water Control Infrastructure and Software 2026-01 Scope of Work

Equipment Supply

The vendor(s) shall furnish all necessary equipment from their product catalog required to support system automation and operation, including but not limited to:

- Automated canal, lateral, wasteway, and drain gates
- Flow meters for installation on laterals and key conveyance points
- Motors and actuators for new and existing gates
- Telemetry units, sensors, control hardware, and communication devices
- Software platforms required for gate control, monitoring, and data management

All equipment shall be compatible as a single, integrated system capable of real-time communication and centralized control.

Installation and Integration

The vendor(s) shall be responsible for in conjunction with our staff for:

- Installation of all furnished equipment
- Integration of hardware, telemetry, and software into an operational system
- Field configuration, testing, and commissioning of installed components

Technical Support and Coordination

While formal engineering design is not required as part of this RFP, the vendor(s) shall provide technical assistance and coordination following award to support:

- Final equipment selection
- Systems configuration and sequencing
- Coordination with staff and retained engineers
- Adjustments required to align with final project approvals and funding

Training and Support

The vendor shall provide:

- Operator training for installed systems
- User documentation and system manuals
- Warranty and post-installation support options

The intent of this procurement is to engage a single vendor capable of supplying, installing, and supporting a fully integrated automation system, with final design and configuration to occur after project approval.

APPENDIX C

COST RESPONSE FORM

Automated Water Control Infrastructure and Software

COST RESPONSE FORM

RFP EBID # 2026-01

The Firms' proposals must include the comprehensive cost statement presented in the following table. All costs are to be contained in this statement. If Cost(s) do not fit on Cost Response form, please indicate and attached separately.

Description	Rate	Sales and other taxes payable if contract is awarded ref. 11.2(a)(ii)	Total price per item
Rate for services performed: Other Costs: Phone Fax Copies Miscellaneous			

Offeror representative signature

Date signed

APPENDIX D

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.

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

ACKNOWLEDGMENT OF RECEIPT FORM

In Acknowledgment of Receipt of this EBID RFP 2026-01 Automated Water Control Infrastructure and Software

The acknowledgment of receipt must be signed and returned (by email or hand delivered) to Leah Diaz, Chief Procurement Officer no later than Tuesday, March 3rd, 2026. Only potential bidders who elect to return this form will receive copies of all future communications relating to and including amendments, if issued.

The firm listed below does/does not (circle one) intend to respond to Request for Proposals.

FIRM: _____
REPRESENTED BY: _____ TITLE: _____
E-MAIL ADDRESS: _____
PHONE NO.: _____ FAX NO.: _____
ADDRESS: _____
CITY: STATE: _____ ZIP CODE: _____
SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to EBID RFP 2026-01

Please return form to:

Elephant Butte Irrigation District
Attn: Leah Diaz, CPO
530 S. Melendres Las Cruces, NM 88005
Phone:(575)993-2437
ldiaz@ebid-nm.org