

REQUEST FOR PROPOSALS (RFP)

AERIAL HERBICIDE APPLICATION

RFP NO. 2016-01

Release Date: April 1, 2016

Proposals Due: April 25, 2016

Proposals Awarded: May 10, 2016

Request For Proposal Packet Information

The following documents contain the necessary details for submitting a proposal on aerial herbicide application for brush control activities in various locations around New Mexico. The project will consist of aerial herbicide treatment for the control of creosote bush, acacia, juniper, sagebrush, mesquite, and other undesirable or noxious plants. This may be a multi-contractor project to assure expedition in completion of all work required.

Please provide documentation as requested in Section III C – Proposal Format and any other items necessary for the proposal. Place proposal documents into an envelope, seal, and clearly indicate this is a response to **Aerial Treatment Request RFP No. 16-01**.

The proposals will be evaluated April 28, 2016, applicants need not be present.

If there are any questions pertaining to this proposal, feel free to contact the Socorro Soil and Water Conservation District (SWCD) office at (505) 440-9488 and ask for Nyleen Troxel Stowe, Project Manager.

All proposals must be received by the Project manager or designee **NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME ON APRIL 25, 2016** at the following address:

Project Manager
Aerial Herbicide Application RFP
Socorro Soil and Water Conservation District
103 Francisco de Avondo
Socorro, NM 87801

Postmarked dates on proposal envelope will not be accepted. Faxed or e-mailed versions of the proposal will not be accepted. Proposals received after this deadline will not be accepted. Fed Ex does not have a location or point of service in Socorro. Socorro SWCD staff **WILL NOT** drive to Albuquerque to pick up a sealed proposal packet from the Fed Ex location.

The Socorro Soil and Water Conservation District reserves the right to delete or remove items necessary to comply with the budget set for this project.

The Socorro Soil and Water Conservation District reserves the right to reject any and all proposals.

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The Soil and Water Conservation District (SWCD) requests proposals for aerial herbicide application in support of grassland restoration and invasive plant control. Work will be located primarily in southwest New Mexico to assist in the aerial application of herbicide for the control of undesirable brush species and noxious and invasive plants. This may be a multi-contractor project to assure expediency in completion of all work required.

B. BACKGROUND INFORMATION

The Socorro SWCD works in conjunction with the local Bureau of Land Management (BLM) offices, NM State Land Office, and private land owners to restore native rangeland, riparian, and disturbed areas back to a healthy condition. Work will involve aerial application of herbicide for control of the identified target species. Herbicide may be contractor supplied or government supplied as identified in the task order.

C. SCOPE OF PROJECT

1. See attached APPENDIX A - BLM Description of Work Statement for Aerial Herbicide Application for Grassland Restoration and Invasive Plant Control for a detailed explanation of the scope of this Project.
2. This may be a multi-contractor project to assure expediency in completion of all work required.
3. The initial contract(s) shall begin May 2016 or as soon as possible thereafter and end one year after start date.
4. The Socorro SWCD reserves the option of renewing the initial contract(s) on an annual basis for 3 (three) additional years or any portion thereof for the purpose of aerial herbicide treatment. Contract renewal will include submission of a new cost response form. In no case will the contract(s), including all renewals thereof, exceed a total of 4 (four) years in duration.
5. Prior to a task order being assigned under contract, a quote may or may not be requested by the Socorro SWCD.

D. PROJECT MANAGER

1. The Socorro SWCD has designated a Project Manager who is responsible for the conduct of this Project whose name, address and telephone number is listed below:

Nyleen Troxel Stowe, Project Manager
Socorro Soil and Water Conservation District
103 Francisco de Avondo

Socorro, NM 87801
Phone - 505-440-9488
E-mail - nyleen@qwestoffice.net

2. All deliveries via express carrier should be addressed as follows:

Project Manager
Socorro Soil and Water Conservation District
103 Francisco de Avondo
Socorro, NM 87801

3. Any inquiries or requests regarding this Project should be submitted to the Project Manager in writing. Offerors may contact ONLY the Project Manager regarding the Project. Other employees or Evaluation Committee members do not have the authority to respond on behalf of the Socorro SWCD.

E. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this Project document, including appropriate abbreviations:

“Business Hours” means 7:00 AM thru 3:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

"Socorro SWCD" means the Socorro Soil and Water Conservation District.

“Close of Business” means 3:00 PM Mountain Standard or Mountain Daylight Savings Time, whichever is in effect on the given date.

"Contract" means a written agreement for the Project of items of tangible personal property, services, or professional services.

"Contractor" means a successful Offeror who enters into a binding contract.

"Determination" means the written documentation of a decision by the Project Manager including findings of fact required to support a decision. A determination becomes part of the Project file.

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

"Evaluation Committee" means a body appointed by the Socorro SWCD board of supervisors to perform the evaluation of offeror proposals.

"Evaluation Committee Report" means a document prepared by the Project

Manager and the Evaluation Committee for submission to the Socorro SWCD board of supervisors for contract award. It will contain all written determinations resulting from the Project.

"Finalist" is defined as an Offeror and/or Offerors who meet all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

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

"Multiple Source Award" means an award of an indefinite quantity contract which requires the contractor to furnish services to the Socorro SWCD.

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

"Price Agreement" means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish services to the Socorro SWCD.

"Project" means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

"Project Inspector" means the person or designee authorized by the Socorro SWCD to manage and inspect the herbicide application of the project in the field.

"Project Manager" is a Socorro SWCD employee assigned by the district to manage, administer and oversee the contract work.

"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 its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal which 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.

F. PROJECT LIBRARY

A Project library has been established. Offerors are encouraged to review the material contained in the Project Library by selecting the link provided in the electronic version of this document through your own internet connection or by contacting the Project Manager and scheduling an appointment. The library contains information listed below:

Aerial Herbicide Application Request for Proposal – RFP No. 2016-01.

www.socorroswcd.com.

II. CONDITIONS GOVERNING THE PROJECT

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

A. SEQUENCE OF EVENTS

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

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1. Issue of RFP	Socorro SWCD	April 1, 2016
2. Distribution List	Socorro SWCD	April 6, 2016
3. Conference Call	Socorro SWCD	April 8, 2016
4. Deadline to submit questions	Potential Offerors	April 11, 2016
5. Response to written questions	Project Manager	April 13, 2016
6. Submission of Proposal	Potential Offerors	April 25, 2016
7. Proposal Evaluation	Evaluation Committee	April 28, 2016
8. Selection of Finalists	Evaluation Committee	April 29, 2016
9. Best and Final Offers	Finalist Offerors	May 2, 2016
10. Award & Finalize Contract	Socorro SWCD Board of Supervisors	May 10, 2016
11. Price Agreement Awards	Project Manager	May 10, 2016
12. Protest Deadline	Offeror	May 31, 2016

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A, above.

1. Issue of RFP - This RFP is being issued by the Socorro SWCD.
2. Distribution List Response Due - Potential Offerors should hand deliver, send registered or certified mail or by email with delivery receipt the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX B, to have their organization placed on the Project distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Project Manager by 3:00 pm MST or MDT on Monday April 6, 2016. The Project distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.
3. A pre-bid conference call for contractors will be held on April 8, 2016 at 9:00 a.m. MST. Requirements, expectations along with questions and clarifications to this RFP will be held at that time. Interested contractors should email Nyleen Troxel Stowe, Project Manager at nyleen@qwestoffice.net for dial in information.
4. Deadline to Submit Written Questions - Potential Offerors may submit written questions to the Project Manager as to the intent or clarity of this RFP until 3 PM Wednesday April 11, 2016 Mountain Standard Time/Daylight Savings Time as indicated in the sequence of events. All written questions must be addressed to the Project Manager as declared in Section I-D-1.
5. Response to Written Questions - Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the Project distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in II-B-2 before the deadline. Additional copies will be posted to: www.socorroswcd.com.
6. Submission of Proposal - ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROJECT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME ON Wednesday April 25 , 2016. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Project Manager at the address listed in Section I-D-2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to Aerial Herbicide Application RFP No. 2016-01. Proposals submitted by facsimile or email will not be accepted. A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA

1978, the contents of proposals shall not be disclosed to competing 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 and has been fully executed.

7. Proposal Evaluation - An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Project Manager 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 Finalists – The Evaluation Committee will select and the Project Manager will notify the finalist Offerors as per schedule II-A. Sequence of Events.
9. Best and Final Offers – Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers as per schedule Section II-A. Sequence of Events or as soon as possible.
10. Award & Finalize Contract - The Socorro SWCD Board of Supervisors will select and finalize contracts with the most advantageous Offeror(s) as per schedule Section II-A Sequence of Events or as soon as thereafter as possible. This date is subject to change at the discretion of the Socorro SWCD Board of Supervisors. In the event that mutually agreeable terms cannot be reached within the time specified, the Socorro SWCD Board of Supervisors reserves the right to finalize a contract(s) with the next most advantageous Offerors without undertaking a new Project process. Multiple awards may be issued in order to meet the requirements of the task order(s).
11. Price Agreement Awards – After review of the Evaluation Committee Report and the signed contract(s), the Project Manager will award contracts as per schedule Section II-A Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the Socorro SWCD Board of Supervisors. The contract(s) shall be awarded to the Offeror(s) whose proposals are most advantageous to the Socorro SWCD Board of Supervisors, taking into consideration the weighted evaluation factors set forth in this RFP. The award is subject to appropriate Socorro SWCD Board of Supervisor approval.
12. Protest Deadline - Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable Project regulations. The fifteen (15) day protest period shall begin on the day following the award of contracts and will end at 3:00 PM Mountain Standard Time/Daylight Savings Time on the fifteenth day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of grounds for protest including

appropriate supporting exhibits and it must specify the ruling requested from the Socorro SWCD. The protest must be delivered to the Socorro SWCD board of supervisors.

Socorro Soil and Water Conservation District
103 Francisco de Avondo
Socorro, NM 87801

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Project – Potential Offerors must indicate their acceptance of the Conditions Governing the Project Section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
2. Incurring Cost - Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.
3. Prime Contractor Responsibility – Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of any contract with the Socorro SWCD which may derive from this RFP. The Socorro SWCD will make payments only to the prime contractor. The prime contractor will be responsible for any and all gross receipt taxes and required filing submission and payment.
4. Subcontractors - Use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contract whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the Socorro SWCD before any subcontractor is used during the term of this agreement.
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. The Socorro SWCD personnel will not merge, collate, or assemble proposal materials.
6. Offerors' 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 addressed to the Project Manager 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 Project regulations.

7. Proposal Offer Firm - Responses to this RFP, including proposal prices, will be considered firm for one hundred twenty (120) days after the due date of receipt of proposals or ninety (90) days after the due date for receipt of a best and final offer, if the Offeror is invited or required to submit one.
8. Disclosure of Proposal Contents - The proposals will be kept confidential until negotiations are completed by Socorro SWCD. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Project Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Socorro SWCD 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.
9. No Obligation - This Project in no manner obligates the Socorro SWCD to the use of Offeror services until a valid written contract is awarded and approved by the appropriate authorities.
10. Termination - This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Socorro SWCD determines such action to be in the best interest of the District.
11. Sufficient Appropriation - Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The Socorro SWCD's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.
12. Legal Review - The Socorro SWCD requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought in writing to the attention of the Project Manager.
13. Governing Law - This Project and any agreement with Offeror(s) which may result from this Project shall be governed by the laws of the State of New Mexico.
14. Basis for Proposal - Only information supplied, in writing, by the Socorro SWCD through the Project Manager or in this RFP should be used as the

basis for the preparation of Offeror proposals. Current and updated information regarding this Project is available on the Socorro SWCD website at www.socorrosxcd.com.

15. Contract Terms and Conditions - The contract between the Socorro SWCD and a contractor(s) will follow the format specified by the Socorro SWCD and contain the terms and conditions set forth in APPENDIX C, "Contract Terms and Conditions". However, the Socorro SWCD reserves the right to negotiate with an Offeror provisions in addition to 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 the terms and conditions in APPENDIX C, the Offeror must propose specific alternative language. The Socorro SWCD 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 to the Socorro 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.
17. 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 the Socorro SWCD.
18. Contract Deviations - Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Socorro SWCD and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.
19. Offeror Qualifications - 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 RFP. 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 Sections 13-1-83 and 13-1-85 NMSA 1978.
20. 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 of the otherwise responsive proposals failed to meet the same mandatory requirements and failure to do so does not otherwise materially affect the Project. This right is at the sole discretion of the Evaluation Committee.
21. Change in Contractor Representatives - The Socorro SWCD reserves the right to require a change in contractor representatives if the assigned representatives is not, in the opinion of the Socorro SWCD, meeting its needs adequately.

22. Notice - The Project 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.
23. Socorro SWCD Rights - The Socorro SWCD, in agreement with the Evaluation Committee, reserves the right to accept all or a portion of a potential Offeror's proposal.
24. Right to Publish - Throughout the duration of this Project process and contract term, Offerors and contractors must secure from the Socorro SWCD written approval prior to the release of any information that pertains to the potential work or activities covered by this Project and/or Socorro SWCD contracts deriving from this Project. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the Socorro SWCD contract.
25. Ownership of Proposals - All documents submitted in response to this RFP shall become the property of the Socorro SWCD.
26. Confidentiality - Any confidential information provided to, or developed by, the contractor in the performance of the contract 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 Socorro SWCD. 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 the Socorro SWCD's written permission.
27. Electronic mail address required - A large part of the communication regarding this Project will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II-B-4, Response to Written Questions).
28. 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 insure 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 the Socorro SWCD, the version maintained by the Socorro SWCD shall govern.
29. Campaign Contribution Disclosure Form - Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (See APPENDIX D) as a part of their proposal. Failure to complete and return the signed unaltered form will result in disqualification.

30. Federal W-9 Request for Taxpayer Identification and Certification - Offeror must complete, sign and return the Federal W-9 form (See APPENDIX D) as part of their proposal. Failure to complete and return the signed unaltered form will result in disqualification.
31. Disclosure Regarding Responsibility - Any prospective Offeror and/or any of its Principals who seek to enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agree to disclose whether they, or any principal of their company:
- a. Are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.
 - b. Have within a three-year period preceding this offer, been convicted of or had civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes related to the submission of offers; or commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property.
 - c. Are presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with, commission of any of the offenses enumerated in paragraph B of this disclosure.
 - d. Have preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied.
 - Taxes are considered delinquent if both of the following criteria apply:
 - The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 5. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.

Principal, for the purpose of this disclosure, means an officer, director, owner,

partner, or a person having primary management or supervisory responsibilities within a business entity or related entities. The Offeror shall provide immediate written notice to the Project Manager if, at any time prior to contract award, the Offeror learns that its disclosure was erroneous when submitting or became erroneous by reason of changed circumstances. A disclosure that any of the items in this requirement exist will not necessarily result in withholding an award under this solicitation. However, the disclosure will be considered in the determination of the Offeror's responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of an Offeror is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts. If during the performance of the contract, the contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the contractor must provide immediate written notice to the Project Manager. If it is later determined that the Offeror knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

32. Conflict of Interest; Governmental Conduct Act - The Offeror warrants that it presently has no interest and 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. The Offeror certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.
33. DUNS Number and SAM Registration - The Offeror must have a DUNS Number (Data Universal Numbering System). Proof of this number for the business must be provided in the RFP response. Offeror can register and receive a DUNS number at <http://www.dnb.com/get-a-duns-number.html>. The Offeror must also register with the Federal Government in the System for Award Management (SAM). This can be done at <https://www.sam.gov/portal/SAM/##11>. Proof of active SAM registration must also be provided in the RFP response.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Potential Offerors shall submit only one proposal for this RFP.

B. NUMBER OF COPIES

Offerors shall deliver six (6) copies of their proposal to the location specified in Section I- D-2 on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

All proposals must be submitted as follows: Typewritten on standard 8 1/2" x 11" paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

1. Proposal Content and Organization - Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.
 - a. Signed Letter of Transmittal
 - b. Table of Contents
 - c. Proposal Summary
 - d. Response to Specifications with the exception of cost
 - e. Response to Socorro SWCD Contract Terms and Conditions
 - f. Offeror's Additional Terms and Conditions
 - g. Completed Cost Response Form (APPENDIX E)
 - h. Campaign Contribution Form (APPENDIX D)
 - i. Federal W-9 Form (APPENDIX D)
 - j. Signed Affidavit pursuant to Governmental Conduct Act (if applicable)
 - k. Conflict of Interest Affidavit (if applicable)
 - l. Other Supporting Material

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only on the cost response form.

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

The proposal summary may be included by Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions

of the Offeror's proposal.

Offerors may attach other material that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

2. Letter of Transmittal – The Offerors proposal must be accompanied by the Letter of Transmittal Form. The letter of transmittal MUST:
 - a. Identify the submitting organization;
 - b. Identify the name, title, telephone, and e-mail address of the person authorized by the organization to contractually obligate the organization;
 - c. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
 - d. Identify the names, titles, telephone, and e-mail address of persons to be contacted for clarification;
 - e. Identify if sub-contractors will be used in the performance of the contract award.
 - f. Identify the following with a check mark and signature where required:
 - Explicitly indicate acceptance of the Conditions Governing the Project stated in Section II-C-1;
 - Acceptance of Section V of this RFP;
 - Acknowledge receipt of any and all amendments to this RFP;
 - Be signed by the person authorized to contractually obligate the organization.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise specified. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. TECHNICAL SPECIFICATIONS

1. Organizational Experience - Offerors must provide a description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of Aerial Herbicide Application. All Aerial Herbicide Applications provided to the private sector will also be considered.

Indicate how many Aerial Herbicide Application projects have been performed in the last two years and what percentage of business revenue is derived from Aerial Herbicide Application engagements.

Describe at least three projects of Aerial Herbicide Treatments.

2. Organizational References – Vendors should provide a minimum of three (3) references from similar projects performed for private, state and/or large local government clients within the last three years. Vendors are required to submit APPENDIX F, Reference Questionnaire to the business references they list. The business references must submit the Reference Form directly to the designee described in Section I-D. It is the vendor’s responsibility to ensure that the completed forms are received by the Project Manager on/or before the proposal submission deadline for inclusion in the evaluation process. Business references that are not received or are not complete, may adversely affect the vendor’s score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted. The Reference MUST include:
 - Client name;
 - Project description;
 - Project dates (starting and ending);
 - Technical environment; (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware)
 - Staff assigned to reference engagement that will be designated for work per this RFP;
 - Client project manager name, telephone number, and e-mail address.

3. Required Deliverables - Offerors must submit the following as proof of their capacity and capability to perform the duties described in Section I-C and APPENDIX A.
 - Copies of current Federal Aviation Administration Agricultural Aircraft Operator certificate.
 - Copies of current New Mexico Department of Agriculture Pesticide Applicator’s license for all pilots that will be performing the actual herbicide application under this project.
 - Pictures of all aircraft to be used on the project showing their N number, how each is equipped (including Spray Equipment, GPS, etc.).
 - Copies of proof of tax identification (for New Mexico Gross Receipts taxing ability).
 - Copies of Proof of insurance (liability and workers’ compensation).
 - List of equipment and personnel to be utilized in this project.
 - List of subcontractors and qualifications (if applicable).
 - DUNS Number.
 - Proof of active SAM registration.
 - Copies of Herbicide labels that Offeror proposes to use on the project.

B. BUSINESS SPECIFICATIONS

1. Cost - Offerors must complete Cost Response Form in APPENDIX E. Cost will be measured by cost per acre. All charges listed on APPENDIX E must be justified and evidence of need documented in the proposal. Offerors shall

complete a Cost Response Form. Cost Response Forms will be completed each year as part of the process for contract renewals of this RFP (2016 - 2019).

2. Letter of Transmittal Form - The Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX G. The form must be completed and must be signed by the person authorized to obligate the company.
3. Campaign Contribution Disclosure Form - The Offeror must complete unaltered Campaign Contribution Disclosure Form and submit a signed copy with their proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX D).
4. Federal W-9 Form - The Offeror must complete Federal W-9 Request for Taxpayer Identification Number and Certification. (SEE APPENDIX D).
5. Governmental Conduct Affidavit/Conflict of Interest (if applicable) - The Offeror will provide this if it is applicable to their company/owners/staff.

IV. EVALUATION

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 potential Offeror proposals by sub-category.

Factor	Points Available
A Technical Specifications:	
A (1) Organizational Experience	400
A (2) Organizational References	400
A (3) Required Deliverables	Pass/Fail
B Business Specifications:	
B (1) Cost	200
B (2) Letter Of Transmittal	Pass/Fail
B (3) Campaign Contribution Disclosure Form	Pass/Fail
B (4) Federal W-9	Pass/Fail
B (5) Governmental Conduct Affidavit/Conflict of Interest (if applicable)	Pass/Fail
B (6) DUNS Number and SAM Registration	Pass/Fail
B (7) Herbicide labels	Pass/Fail
TOTAL	1,000 points

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

- A (1)--Organizational Experience (See Table 1) - Points will be awarded based on the thoroughness and clarity of the response, the breadth and depth of the engagements cited and the perceived validity of the response.
- A (2)--Organizational References (See Table 1) - Points will be awarded based upon an evaluation of the responses to a series of questions that will be asked of the references concerning the quality of the Offeror’s services, the timeliness of services, responsiveness to problems and complaints and the level of satisfaction with the Offerors overall performance.
- A (3)--Required Deliverables (See Table 1) - Pass/Fail only. No points assigned.
- B (1)--Cost (See Table 1) - The evaluation of each Offeror’s cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offer Bid}}{\text{This Offeror's Bid}} \times \text{Award Points}$$

- B (2)--Letter of Transmittal (See Table 1) - Pass/Fail only. No points assigned.
- B (3)--Campaign Contribution Disclosure Form (See Table 1) - Pass/Fail only. No points assigned.
- B (4)--Federal W-9 Form (See Table 1) - Pass/Fail only. No points assigned.
- B (5)--Conflict of Interest; Governmental Conduct Act Affidavit (APPENDIX H) (See Table 1) - Pass/Fail only. No points assigned.
- B (6)--DUNS Number and SAM registration (See Table 1) - Pass/Fail only. No points assigned.
- B (7)--Herbicide labels.

C. EVALUATION PROCESS

The evaluation process will follow the steps listed below:

- a. 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.
- b. The Project Manager may contact the offeror for clarification of the response as specified in Section II-B-3.
- c. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II-C-18.
- d. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible offeror(s) with the highest scores will be selected as finalist offeror(s) based upon the proposals submitted. The responsible offeror(s) whose proposal is most advantageous to the Socorro SWCD, taking into consideration the evaluation factors in Section V, will be recommended for contract award as specified in Section II-B-5. 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 - SCOPE OF PROJECT

GENERAL

1. Introduction: The Government needs to restore native rangeland, riparian, and disturbed areas back to a healthy condition. Work will involve aerial application of herbicide for control of the identified target species. Herbicide may be contractor supplied or government supplied as identified in the task order. On BLM lands only herbicides and additives on the BLM approved list will be used.
2. Location and Boundaries of Projects: Various locations throughout New Mexico. Work type, quantities, locations and boundaries will be shown on the Task Orders and maps provided with each task order. Shape files may be available prior to treatment upon request.
3. Access to the Work: Access to work shall be provided by and at the Contractor's expense. Prior to building of access roads, the Contractor shall obtain approval of the Project Manager. Public or private access roads damaged by the Contractor shall be restored, at the Contractor's expense, to the same condition they were in at the commencement of work. Access construction shall be accomplished with regard for environmental considerations. The Contractor shall comply with any airspace restrictions and shall obtain clearance to enter any prohibited or restricted air space prior to work.
4. Scope: This contract shall be an indefinite delivery, indefinite quantity contract not to exceed four years. The services in this contract are designed for restoring native grasslands and riparian areas throughout southwestern New Mexico. This will include the Contractor providing all labor, equipment, supplies and materials to aurally apply the specified herbicide to control the target species identified in the task order.
5. Applicable Directives: All work shall be done in accordance with all federal, state and local laws and regulations. The contractor shall be responsible to obtain any required permits and access for the area in which the work will be performed including air space restrictions.
6. Environmental Considerations:
 - a. Protection of the Site(s): The aesthetic values of the site and surrounding area are of prime importance. The Contractor shall take all care necessary to preserve plant life and other natural features.
 - b. Equipment and Materials: Travel with equipment and storage of materials will be limited to existing or designated road or trail areas. Any deviation from this stipulation must have prior written approval of the Project Manager.
 - c. Work Camp: The location of any work camp by the Contractor must be approved in advance by the Project Manager. Should such a camp be established, the Contractor shall maintain the camp in a sanitary, orderly manner; and, upon vacating the camp, refuse and other signs of occupancy shall be removed by the Contractor. In the equipment maintenance areas, special precautions shall be taken to contain spilled fuel, lubrication products, wash water, and chemicals. If the appointed Project Inspector suspect that contractor equipment is contaminated with

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noxious / invasive weed seeds or vegetative structures capable or reproducing they may be asked to decontaminate the equipment prior to entering or exiting the camp/batching/ loading site(s).

- d. Operations and Storage Areas: Operations of the Contractor (including storage of materials, project office, camping area, and equipment parking) upon Government premises shall be confined to areas approved by the Project Manager. The surrounding landscape shall not be disturbed. In the event that it is disturbed, the Contractor shall restore that area at the Contractor's expense.
 - e. During periods of inclement weather or drought, operations shall be suspended when, in the judgment of the Project Manager, they have the possibility of unduly harming the surface or having a negative effect on the herbicide application.
7. References: Referenced Specifications/Standards with Abbreviations and/or Acronyms: Wherever the following acronyms are used in these specifications or on the drawings, they are to be construed the same as the respective expressions represented. Copies of the referenced specifications/standards referred to herein may be procured by the Contractor, from the following:
- E.P.A. Environmental Protection Agency
401 M. Street
Washington, D.C. 20460
8. Protection: The Contractor shall protect section corners, bench marks, well markers and other survey markers and stakes, from damage or removal. In case of destruction or removal by the Contractor, they will be replaced by the Government and the actual cost for replacement will be deducted from payments due the Contractor.

CONTRACTOR-FURNISHED ITEMS:

The Contractor shall deliver Contractor furnished herbicide in original unopened containers with original specimen label. The herbicide to be furnished will be identified in each specific task order and will be one the types shown in Section J - Specific Tasks.

1. Source Quality Control:
 - a. The Project Manager may permit use, prior to sampling and testing, of materials when accompanied by Certificates of Conformance. Certificates of Conformance are necessary for private land treatment only. Materials used on the basis of a Certificate of Conformance may be sampled and tested. Installation of materials on the basis of Certificates of Conformance shall not relieve the Contractor of responsibility for incorporating materials which conform to the requirements of the specifications. Material not conforming to those requirements will be subject to rejection, whether in place or not.
 - b. The Certificate of Conformance provided by the supplier shall be as follows:
 - State that the named product conforms to the contract requirements.
 - Either be accompanied with a certified copy of the test results, or certify that such test results are on file with the manufacturer and will be furnished to the Project Manager upon request.

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- Provide the name and address of the manufacturer, the testing agency and the date of tests.
- Set forth the means of identification which will permit field determination of the product delivered as being the product covered by the certification.
- Contractor supplied water shall be of adequate quality to ensure treatment success.

DELIVERY, STORAGE, AND HANDLING:

1. Delivery: Protect products, incorporated into the work, from damage while in transit to the site. Products must be delivered in original unopened containers with original specimen label.
2. Storage: Provide temporary storage facilities for products. Storage shall comply with the manufacturer's instructions. The storage area shall permit access for inspection and handling.
3. Handling: The Contractor shall load and unload products protecting them from damage until installation on the project.

EQUIPMENT:

1. Aircraft:
 - a. General: The Contractor shall furnish aircraft to apply herbicide to the designated areas in the time specified.
 - b. Type: Aircraft used shall be rotor wing, piston class fixed wing, or turbine class fixed wing capable of applying herbicide at 150 mph maximum indicated airspeed, respectively.
2. Pellet Dispersing Equipment: Aircraft shall be equipped to carry pellets with a positive metering device complete with release, shutoff, and spreading device which can be calibrated for application of pellets at the prescribed rate and uniform pattern.
3. Spray Nozzles: Aircraft shall be equipped with nozzles, capable of uniform distribution at the specified rate. Nozzles will be directed with the slipstream or a maximum of 10 degrees downward. No nozzles are to be placed within 3 ft. of each wing tip on fixed wing tip vortices. The distance on the outer most operating nozzles on the boom must not exceed $\frac{3}{4}$ the length of the wingspan or rotor. Electrostatic nozzles shall show no signs of carbon fouling, if detected, the affected nozzle(s) shall be replaced. Systems must have positive liquid shut-off using one of the following:
 - a. individual nozzle check valves plus anti-suction device;
 - b. individual nozzle check valves plus boom pressure release device; or
 - c. individual nozzle positive-action valves.
4. Aerial Application with Electrostatic Spray Systems: Liquid herbicides with Aerial

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Application with Electrostatic Spray Systems 2(ee) labeling may be applied at approximately 1 gallon per acre (gpa) through the electrostatic aerial spray system patented by United States Department of Agriculture (USDA), patent number 5,975,425. This shall be specified in the task order.

5. Differentially Corrected Global Positioning System (DGPS) Navigation:
 - a. General: DGPS is required for this contract. DGPS shall be used for aircraft guidance and tracking. The contractor shall provide all guidance equipment, materials, computers, printers, personnel, and services require for the system to be used. The guidance equipment shall be capable of accurately guiding the aircraft, while flying at application altitude, along parallel flight lines equal to the designated swath width of the application aircraft. The system shall be sufficiently sensitive to provide immediate deviation indications and sufficiently accurate to keep the aircraft on the desired flight path.
 - b. Accuracy: The DGPS system shall be capable of determining a differentially corrected location with an error of no more than one (1) meter on the horizontal plane. The guidance system shall be capable of updating current position at a rate of five (5) times per second. Differential correction must cover the complete operational area. During operation, differentially corrected signal must be accurately recorded at least 90% of the operational time. Differential correction may be provided by a portable differential station, FM radio fixed towers, or satellite.
 - c. Pilot qualifications: Pilot proficiency and evidence of prior experience with the proposed DGPS system must be demonstrated prior to approval for usage during the contract.
 - d. Equipment Requirements:
 - i) Software: Software provided with DGPS shall be designed for parallel offset in increments equal to the assigned swath width of the application aircraft.
 - ii) Flight Log: Must be capable of:
 - A minimum rate of one-second logging intervals. Full record includes position, time, altitude, speed, track, application system on/off, aircraft number, pilot, job name/number, and differential correction status.
 - Calculating and showing total acres treated during the flight.
 - Downloading daily, or more often as needed, to an onsite (landing strip) computer for post-flight analysis and review. Data from the aircraft must be available for submission to the government at all times as requested by the Project Inspector. The flight log must show the entire flight of the aircraft from takeoff to landing and differentiate between spray-on and spray-off when viewed on a computer monitor or color printer. Export files with swath data and of the swath data incorporated into a single polygon shape file, of each flight, shall be provided and shall be compatible with ARCMAP 10.0 system on a jump drive or through email at the completion of the contracted acres. The contractor shall have the swath data, and the swath generated polygon shape file submitted to the government within two weeks of finishing treatments. The contractor shall have the swath data, and the swath generated polygon shape file submitted to the government within two weeks of finishing treatments.

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- Zooming in on any portion of the treatment to view a specific area with greater detail.

iii) Hardware: Shall possess the following features:

- Visual display monitor: (1) Capable of displaying swath width over flight path: (2) mounted in aircraft in a location that will allow the pilot to view the screen with direct or peripheral vision without looking down; (3) may display in real time or be available for in-flight access immediately after application has ceased.
- Control Keypad: The keypad shall: (1) be able to input reference waypoints (A-B line): (2) have a feature which alerts pilot when they are about to enter or exit a specific treatment block or an exclusion area within a block: (3) have a method to display nested polygons to indicate sensitive or no-spray areas within or adjacent to treatment blocks: (4) have a feature that allows the pilot to return to the exact location of application shutdown and complete application without omitted or doubled treated areas.
- Course Deviation Indicator (CDI): The course deviation indicator or course deviation light shall have the capability to display both cross-track error and intercept angle to desired heading. The CDI must be installed on the aircraft in a location that will allow the pilot to view the indicator with direct or peripheral vision without looking down. Cross-track error shall be adjustable down to one (1) foot.
- Memory: Shall be capable of storing up to 8 hours of continuous flight log data.

6. Special Aircraft Requirements: Contractor shall furnish properly equipped aircraft with pilot(s) experienced in applying herbicides on rough terrain at high elevations. Aircraft use will be in compliance with 14 CFR Part 137, Agricultural Aircraft Operations. End product Contractors using aircraft as a tool to fulfill contract requirements will meet the PPE standards in 351 DM 1, Aviation Life Support Equipment Handbook.

PERSONNEL:

1. Pilots: Shall be furnished by the Contractor and shall meet certification requirements of Federal Aviation Regulations for this type of work and be licensed to aerially apply herbicides in New Mexico. Pilots shall be able to hear and converse with the Project Inspector at load site and Project Inspector/field personnel via radio through the use of BLM frequency throughout the duration of the contract and able to monitor secondary frequency such as when flying in restricted air space or when multiple aircraft are in operation.
2. Ground Crew: Shall be furnished by the Contractor.
3. Operator Certificate: Contractor shall hold an agricultural aircraft operator certificate issued by the Federal Aviation Administration, and will operate aircraft used in the

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project as agricultural aircraft. The contractor's pilots must be licensed by the New Mexico Department of Agriculture Pesticide Compliance Section.

PROJECT CONDITIONS:

1. **Work Limits:** The government may define with conduit and flagging the outer perimeter of areas to be treated and areas within such perimeter which are to be excluded from herbicide application. The government provided shape files will be the final authority on the areas to be treated and excluded unless directed otherwise by the Project Manager.
2. **Work Hours:** Herbicide application will be permitted only during daylight hours.
3. **Work Days:** Herbicide operations will be permitted on every day of the week and holidays.
4. **Landing Facilities:** The Contractor shall obtain required landing facilities. The contractor assumes full responsibility and liability for airstrips or landing areas used.
5. **Environmental Conditions:** Aircraft will not be allowed to release herbicide or turn within 500 ft. of agricultural crops or 1,320 ft. from residences having plants susceptible to damage from herbicide when using aircraft capable of applying pellets at speeds of 150 mph or less without prior written, signed and notarized consent from the landowner.
6. **Special Requirements:** Time is of the essence. Failure to commence actual herbicide operations within five (5) calendar days from date of receipt of notice to proceed, weather permitting as determined by the Project Manager, will be considered cause for terminating contractor's right to proceed under the contract clauses of this contract. Application shall not be made during rain storms nor when winds affect application uniformity or when ground surface conditions are unsuitable (snow or ice on ground).

PREPARATION:

1. **Wind Conditions:**

Pelleted Herbicide - Aerial application of herbicide shall not be done when the wind is not at a constant velocity or exceeds an average of 15 mph.

Liquid Herbicide – Aerial application of herbicide shall not be done when the wind is not at a constant velocity or is less than 2 mph or exceeds 7 mph unless the label has more restrictive directions, then label instructions shall be followed.
2. **Flight Paths:** Irregular paths of flight will result in immediate stoppage of work. Corrective action shall be taken immediately by the Contractor to insure evenly spaced, straight, and regular flight paths and complete coverage of areas included in the application job.

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The contractor or his pilots may be asked to fly the edges of drainages to increase buffer distance if the predominate flight path(s) are perpendicular to drainages as an effort to reduce drift into leave out areas. If field conditions indicate excessive drift into leave out areas the contractor or pilots may be asked to make appropriate adjustments to minimize such drift.

3. Flight Hazards: The Contractor shall check the flight areas for any obstructions or hazards to the aircraft prior to aerial application.
4. Restricted Areas: The Contractor shall comply with any airspace restrictions and shall obtain clearance to enter any prohibited or restricted air space. Radio contact shall be maintained with agency field personnel and air traffic control responsible for restricted airspace(s).

APPLICATION:

1. General: All herbicide applications shall be done in accordance with the Specimen Label for the herbicide being used. The entire surface within the designated boundaries of the project area shall receive uniform coverage with the herbicide except areas excluded by the Government. Pilots may be asked during treatment to not treat certain areas of the shape file polygons, as directed by the Project Inspector. These acres not treated within the treatment polygons may be added onto other polygons close to areas to be treated in the contract to make the treated acres match the acres that were contracted for. Areas excluded from the herbicide operation within the designated boundaries will not be included in the acreage computed for payment if actual treatment has not occurred.
2. Rates of Application: Herbicide shall be distributed at the rate specified in the Task Order. Refer to the Task Order for the specific rates of application by project.
3. Swath Width:
Pelleted Herbicide: Shall not exceed 42 feet for fixed wing piston class aircraft, 60 feet for fixed wing turbine class aircraft, and 70 feet for rotor wing aircraft. The 0.3 lbs. active ingredient applications will be applied in 100 foot swathes. However, due the fact that there are many different types of pellet applying systems, the application will be field verified to be sure the equipment will apply at the specified rate and distribution. If contractor has documentation from a calibration workshop showing an optimum swath width for his equipment, the optimum swath width will be considered in the contractor's proposal.

For roto-wing aircraft, the blower system must operate between 65 and 70 MPH as measured by an anemometer prior to installation of the boom distribution system. When comparing right side blower to left side blower, the deviation must not exceed 2 mph difference from one another. Rheostats controlling metering of pelleted herbicide shall be secured as to not be affected by aircraft vibration or inadvertently altered during loading of chemical. Once set after calibration they cannot be altered unless agreed to

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between the Project Inspector and the contractor.

Liquid Herbicide: Swath width shall not exceed 1 1/4 times the wingspan of the aircraft or 1 1/4 times the width of the main rotor unless there are more restrictive requirements listed on herbicide label, in which case the label requirements will be followed.

4. Flight Height:

Pelleted Herbicide: Shall be low enough to obtain proper distribution and uniform coverage of herbicide, but no lower than 50 foot for rotor wing and 100 feet for fixed wing above ground level to allow for proper herbicide dispersion. Herbicide shall be applied in accordance with aircraft safety requirements and any label restrictions. Pellet application shall not be made during a rainstorm, snow, or when the ground is frozen. Aircraft shall be operated in conformance with Federal Aviation Regulations.

Liquid Herbicide: Spray boom shall be low enough to obtain proper distribution and uniform coverage of herbicide. Herbicide shall be applied in accordance with aircraft safety requirements and any label restrictions. Spraying shall not be done during or after a rainstorm or wetting fog until the vegetation has dried. Aircraft shall be operated according to Federal Aviation Regulations.

5. Flight Strips: Shall be patterned and flown to secure a uniform distribution of herbicide. Such distribution shall not vary more than 5% above or below the average distribution of herbicide per acre.

6. Aerial Application with Electrostatic Spray Systems – liquid herbicides with Aerial Application with Electrostatic Spray Systems 2(ee) labeling may be applied at approximately 1 gallon per acre (gpa) through the electrostatic aerial spray system patented by United States Department of Agriculture (USDA), patent number 5,975,425.

PRODUCTS-MATERIALS:

1. The Contractor shall furnish pelleted herbicide in original, unopened containers in accordance with the Bureau of Land Management's most recent list of approved herbicides.

Herbicide: Shall be pelleted tebuthiuron conforming to the following Active Ingredient(s):

Active Ingredients:	Formula:	Percent:	Inert Ingredients:	Equivalent:
Tebuthiuron	N-{5-(1,1-dimethylethyl)-1,3,4-thiadiazol-2-yl}-N,N-dimethylurea	20 %	80%	Contains 0.2 pounds active ingredient per pound of product. Contains 5 pounds active ingredient per 25 pound bag.

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2. The Contractor shall furnish liquid herbicide, carrier, including wetting agent and or drift control in original, unopened containers, in accordance with the Bureau of Land Management's most recent list of approved herbicides and adjuvants. The Contractor shall furnish water of sufficient quality and quantity to complete project as specified in each task order.

Herbicide: Shall conform to the following:

Herbicide:	Formula:	Percent:	Inert Ingredients Percent:	Equivalent:	Original Trade Name Registered for Patent (for identification purposes only-generics on approved BLM list accepted)
Triclopyr	(3, 5, 6-Trichloro-2-pyridinyloxyacetic acid), Butoxyethyl Ester	60.45%	39.55%	Acid Equivalent: Triclopyr - 43.46% - 4 lb/gal	Remedy Ultra
Clopyralid	(3,6-dichloro-2-pyridinecarboxylic acid) as the Monoethanolamine salt	40.9%	59.1%	Acid Equivalent: 3, 6-dichloro-2-pyridinecarboxylic acid, 31% - 3 lb/gal	Reclaim
Isopropylamine salt of Imazapyr	(2-[4,5-dihydro-4-methyl-4(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid)	27.8%	72.2%	Equivalent to 22.6% 2-[4,5-dihydro-4-methyl-4(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid) or 2 pounds acid per gallon	Arsenal
Aquatic Label of Isopropylamine salt of Imazapyr	(2-[4,5-dihydro-4-methyl-4(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid)	28.7%	71.3%	Equivalent to 22.6% 2-[4,5-dihydro-4-methyl-4(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid) or 2 pounds acid per gallon	Habitat
Ammonium salt of Imazapic	(+)-2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-5-methyl-3-pyridinecarboxylic acid	23.6%	76.4%	Equivalent to 22.2% (+)-2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-5-methyl-3-pyridinecarboxylic acid (1 gallon contains 2.0 pounds of active ingredient as the free acid)	Plateau

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Picloram	4-amino-3,5,6-trichloropicolinic acid, potassium salt	24.4%	75.6%	Acid equivalent picloram: 4-amino-3,5,6-trichloropicolinic acid – 21.1% - 2 lb/gal	Tordon 22K
Picloram	4-amino-3,5,6-trichloropicolinic acid, triisopropanolamine salt	13.24%	76.12%	Picloram triisopropanolamine salt - 1.19 lb/gal (0.67 lb ae/gal)	Surmount
Fluroxypyr	1-methylheptyl ester: [(4-amino-3,5-dichloro-6-fluoropyridin-2-yl)oxy] acetic acid	10.64%		Fluroxypyr 1-methylheptyl ester – 0.96 lb/gal (0.67 lb ae/gal) Contains petroleum distillates	
Clopyralid	Potassium salt of 2-pyridine carboxylic acid, 4-amino-3,6-dichloro	6.02%	63.16%	Acid Equivalent: clopyralid (3,6-dichloro-2-pyridinecarboxylic acid) – 23.4% - 2.3 lb/gal	Sendero
Aminopyralid	Monoethanolamine salt of 3,6-dichloro-2-pyridinecarboxylic acid	30.82%		Aminopyralid (2-pyridine carboxylic acid, 4-amino-3,6-dichloro-) – 5.08% - 0.5lb/gal	

SPECIFIC TASKS:

1. Pelleted Herbicide Application - Sub Item A:

Level of Difficulty: The level of difficulty for herbicide application shall be determined by each task order. The level of difficulty will be based on the amount and type of herbicide to be provided and aerially applied as described in the sub items below:

Sub Item A1 - Level I – Brush treatment at 0.3 lbs. active ingredient pelleted tebuthiuron per acre.

Sub Item A2 - Level II – Brush treatment at 0.5 lbs. active ingredient pelleted tebuthiuron per acre.

Sub Item A3 - Level III – Brush treatment at 0.75 lbs. active ingredient pelleted tebuthiuron per acre.

Sub Item A4 - Level IV - Brush treatment at 1.00 lbs. active ingredient pelleted tebuthiuron per acre.

Sub Item A5 - Level V - Brush treatment at 1.25 lbs. active ingredient pelleted tebuthiuron per acre.

Each task order will specify the target species, size of area to be treated (in acres), the location of the site, and include an Arc Map shape file of all areas to be treated.

2. Liquid Herbicide Application - Sub Item B:

Level of Difficulty: The level of difficulty for herbicide application shall be determined by each task order. The level of difficulty will be based on the target species and amount and type of herbicide to be provided and aerially applied as described in the sub items below:

Sub Item B1 - Level I – Mesquite treatment at 0.5 lbs. total active ingredient consisting of 0.25 lbs. ai Clopyralid mixed with 0.25 lbs. ai Triclopyr per acre. Tank mix and environmental conditions will be as stated in the label.

Sub Item B2 - Level II – Mesquite treatment at 0.75 lbs. total active ingredient consisting of 0.375 lbs. ai Clopyralid mixed with 0.375 lbs. ai Triclopyr per acre. Tank mix and environmental conditions will be as stated in the label.

Sub Item B3 - Level III – Mesquite treatment at 0.5 lbs. total active ingredient consisting of 0.5 lbs. ai Clopyralid per acre. Tank mix and environmental conditions will be as stated in the label.

Sub Item B4 - Level IV – Mesquite treatment at 1.75 pints (28 ounces) formulated

APPENDIX A - WORK STATEMENT FOR AERIAL HERBICIDE APPLICATION
FOR GRASSLAND RESTORATION AND INVASIVE PLANT CONTROL

herbicide consisting of Clopyralid (0.503 lbs active ingredient) and Aminopyralid (0.109 lbs active ingredient) per acre. Tank mix and environmental conditions will be as stated in the label.

Sub Item B5 - Level V – Mesquite treatment at 2.25 pints (36 ounces) formulated herbicide consisting of 28 ounces of Clopyralid (0.503 lbs active ingredient) and Aminopyralid (0.109 lbs active ingredient) and 8 ounces of Triclopyr (0.25 lbs active ingredient) per acre. Tank mix and environmental conditions will be as stated in the label.

Sub Item B6 - Level VI -- ~~Cactus treatment at 2.0 percent formulated herbicide consisting of Picloram and Fluroxypyr per acre. Tank mix and environmental conditions will be as stated in the label.~~ **Cactus treatment at 2.0 quarts formulated herbicide consisting of 0.595 lbs active ingredient Picloram and 0.48 lbs active ingredient Fluroxypyr per acre. Tank mix and environmental conditions will be as stated in the label.**

Sub Item B7 - Level VII – Cactus / tasajillo treatment at 0.5 lbs. total active ingredient of Picloram per acre. Tank mix and environmental conditions will be as stated in the label.

Sub Item B8 - Level VIII – Downy brome or noxious weed treatment at 1.0 ounces per acre active ingredient consisting of Imazapic with 10 gallons per acre applied. Tank mix and environmental conditions will be as stated in the label.

Sub Item B9 - Level IX – Downy brome or noxious weed treatment at 1.5 ounces per acre active ingredient consisting of Imazapic with 10 gallons per acre applied. Tank mix and environmental conditions will be as stated in the label.

Sub Item B10 - Level X – Downy brome or noxious weed treatment treatment at 2.0 ounces per acre active ingredient consisting of Imazapic with 10 gallons per acre applied. Tank mix and environmental conditions will be as stated in the label.

Sub Item B11 - Level XI – Downy brome or noxious weed treatment treatment at 3.0 ounces per acre active ingredient consisting of Imazapic with 10 gallons per acre applied. Tank mix and environmental conditions will be as stated in the label.

Sub Item B12 - Level XII – Salt Cedar/Russian Olive/African Rue Invasive plant treatment with Imazapyr, aerial application for control of invasive plants with Imazapyr will be at a 1% solution with 15 gallons per acre applied. 16.0 ounces/acre active ingredient per acre. Aerial application with an aquatic labeled Imazapyr when required by individual task order will be at the same rate as shown above when an aquatic label is required to treat the proposed site.

**APPENDIX A - WORK STATEMENT FOR AERIAL HERBICIDE APPLICATION
FOR GRASSLAND RESTORATION AND INVASIVE PLANT CONTROL**

FIELD QUALITY CONTROL:

1. Tests for Uniformity: The Project Manager will make tests to determine uniformity of herbicide application.
2. Tests for Rate of Application: Rate of herbicide application will be determined from test flights and calibration made prior to commencement of spraying operations to establish setting of the distribution mechanism. Test flights and calibration checks shall be made as often as necessary to insure the distribution mechanism is calibrated correctly. Calibration will be within 1% of the requested rate per acre based on a thirty second test. Project inspectors will be allowed to look into the cockpit to view the data generated from each flight for acreage calculations and shape file flight accuracy. Project inspectors must be allowed to look into the aircraft before and after each flight to determine if the herbicide is being used completely.

METHOD OF MEASUREMENT:

1. Units: Application of herbicide will be measured and paid for by the number of acres treated to the nearest whole acre.
2. Measurement: The determination of the acreage of completed work will be made from GPS/GIS calculations from the export files of the contractor as compared to the original shape files supplied by the government, the actual amounts of herbicide loaded into the aircraft applied at the correct rate per acre, along with field observations to insure proper herbicide placement. Area measurements required under this Contract will be measured on a horizontal plane.
3. Re-measurement: Re-measurement of the acreage under this contract will be made upon written request of the contractor. The request for re-measurement must be made in writing within 10 calendar days after completion of work. If re-measurement indicates a difference of not more than 5% from the original measurement, the Contractor shall pay the actual cost of the re-measurement. Payments will be based on the second measurement where the difference between measurements is more than 5%. When the measurements are less than 5%, the results from the first measurement will be used.

BASIS OF PAYMENT:

1. Payment: Payment will be full compensation for the work described in above. Payment will be made on the determination of the acreage of completed work multiplied by the unit price per acre established in the Bid Schedule plus any required Gross Receipts Tax. Total for project including any and all tax will be finalized and listed in contract. However, final payment will not be authorized until all GIS data has been received and verified.

APPENDIX B - ACKNOWLEDGEMENT OF RECEIPT FORM

REQUESTS FOR PROPOSALS

Aerial Herbicide Activities

ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Project Manager no later than close of business on. 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 Socorro SWCD's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____

PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal (E-mail will be primary mode of communication used).

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

Project Manager
Socorro Soil and Water Conservation District
103 Francisco de Avondo
Socorro, NM 87801
505-440-9488
nyleen@qwestoffice.net

APPENDIX C – SAMPLE CONTRACT TERMS AND CONDITIONS

CONTRACT NO. 2016-01--##
SOCORRO SOIL AND WATER CONSERVATION DISTRICT
PROFESSIONAL SERVICES CONTRACTUAL AGREEMENT
For Aerial Herbicide Application Activities

THIS AGREEMENT is made and entered into by and between the Socorro Soil and Water Conservation District, herein after referred to as the "Socorro SWCD", and **NAME OF CONTRACTOR**, herein after referred to as the "Contractor." This Contract is effective as of the date set forth below upon which it is executed by the Socorro SWCD Board of Directors.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work:**

- A. The Contractor shall perform the following work: This contract shall be an indefinite delivery, indefinite quantity contract not to exceed four years. The services in this contract are designed for restoring native grasslands and riparian areas throughout southwestern New Mexico. This will include the Contractor providing all labor, equipment, supplies and materials to aurally apply the specified herbicide to control the target species identified in the task order.
- B. The Contractor warrants that all services provided under this Agreement will be free from defects. The warranty period for services will be for a period of six (6) months after the acceptance of the deliverable. Warranty work will be performed at the Contractor's expense.
- C. The Contractor will provide periodic status reports to the Project Manager. Status reports will include as a minimum a discussion of project progress; problems encountered and recommended solutions; identification of policy or management questions; and requested project plan adjustments.
- D. Once work has started, no changes of personnel will be made by the contractor without the prior written consent of the Project Manager. 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 Socorro SWCD shall retain the right to request the removal of any of the Contractor's personnel at any time.
- E. Contractor shall substantially perform Performance Measures and deliverables per Contract.
Attachment – Aerial Herbicide Application Scope of Work.

2. **Compensation:**

- A. Payment will be full compensation for the Scope of Work described above. Payment will be made on the determination of the acreage of completed work multiplied by the unit price per acre, established in the Cost Response Form, excluding New Mexico gross receipts tax. However, final payment will not be authorized until all GIS data has been received and verified.
- B. The Socorro SWCD shall pay to the Contractor in full payment for services satisfactorily performed at the rate agreed to in the following table:

Item	Description	Price per Acre	
		With Product	Without Product
A-1 Level I	Brush treatment at 0.3 lbs active ingredient pelleted tebuthiuron per acre.	\$	\$
A-2 Level II	Brush treatment at 0.5 lbs active ingredient pelleted tebuthiuron per acre.	\$	\$
A-3 Level III	Brush treatment at 0.75 lbs active ingredient pelleted tebuthiuron per acre.	\$	\$
A-4 Level IV	Brush treatment at 1.0 lbs active ingredient pelleted tebuthiuron per acre.	\$	\$
A-5 Level V	Brush treatment at 1.25 lbs active ingredient pelleted tebuthiuron per acre.	\$	\$
B-1 Level I	Mesquite treatment at 0.5 lbs total active ingredient consisting of 0.25 lbs ai Clopyralid mixed with 0.25 lbs ai Triclopyr per acre.	\$	\$
B-2 Level II	Mesquite treatment at 0.75 lbs total active ingredient consisting of 0.375 lbs ai Clopyralid mixed with 0.375 lbs ai Triclopyr per acre.	\$	\$
B-3 Level III	Mesquite treatment at 0.5 lbs total active ingredient consisting of 0.5 lbs ai Clopyralid per acre.	\$	\$
B-4 Level IV	Mesquite treatment at 1.75 pints formulated herbicide consisting of Clopyralid and Aminopyralid per acre.	\$	\$
B-5 Level V	Mesquite treatment at 1.75 pints formulated herbicide consisting of Clopyralid and Aminopyralid per acre plus 8 ounces of Triclopyr.	\$	\$
B-6 Level VI	Cactus treatment at 2.0 percent quarts formulated herbicide consisting of 0.595 lbs active ingredient Picloran and 0.48 lbs active ingredient Fluroxypyr per acre. per acre consisting of Picloran and Fluroxypyr.	\$	\$
B-7 Level VII	Cactus/tasajillo treatment at 0.5 lbs total active ingredient of Picloram per acre.	\$	\$
B-8 Level VIII	Downy Brome or noxious weed treatment with Imazapic at 1.0 ounces/acre active ingredient.	\$	\$
B-9 Level IX	Downy Brome or noxious weed treatment with Imazapic at 1.5 ounces/acre active ingredient.	\$	\$
B-10 Level X	Downy Brome or noxious weed treatment with Imazapic at 2.0 ounces/acre active ingredient.	\$	\$
B-11 Level XI	Downy Brome or noxious weed treatment with Imazapic at 3.0 ounces/acre active ingredient.	\$	\$
B-12 Level XII	Salt Cedar/Russian Olive/ African Rue treatment with Imazapyr at 16.0 ounces/ acre active ingredient.	\$	\$

The total amount payable to the Contractor under this Agreement, including any gross receipts tax and expenses, shall not exceed amount determined on written Job Task Order. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Socorro SWCD when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without the Job Task Order being amended in writing prior to those services in excess of the total compensation amount being provided.

- C. Payment in FY16, FY17, FY18, and FY19 are subject to 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, and to approval by the Socorro SWCD Board of Supervisors. All invoices MUST BE received by the Socorro SWCD no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered.
- D. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Socorro SWCD 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 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 Socorro SWCD 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 Socorro SWCD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY the Socorro SWCD Board of Supervisors. This Agreement shall begin on date approved by the Socorro SWCD and be in effect for one year after approval date; contract may be renewed for up to three additional years unless terminated pursuant to paragraph 4 A (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

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 Socorro SWCD'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 Socorro SWCD 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 Socorro SWCD or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the Socorro SWCD 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 Socorro SWCD; 2) comply with all directives issued by the Socorro SWCD in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Socorro SWCD shall direct for the protection, preservation, retention or transfer of all property titled to the Socorro SWCD 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 Socorro SWCD upon termination and shall be submitted to the Socorro SWCD as soon as practicable.

5. **Appropriations:**

The terms of this Agreement are contingent upon sufficient appropriations and authorization received by the Socorro SWCD for the performance of this Agreement. If sufficient appropriations and authorization are not received by the Socorro SWCD, this Agreement shall terminate immediately upon written notice being given by the Socorro SWCD to the Contractor. The Socorro SWCD's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Socorro SWCD 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 Socorro SWCD and are not employees of the Socorro SWCD. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the Socorro SWCD 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 Socorro SWCD 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 prior written approval of the Socorro SWCD.

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 Socorro SWCD. 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 Socorro SWCD.

9. Release:

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

10. Confidentiality:

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

11. Product of Service -- Copyright:

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

12. Conflict of Interest; Governmental Conduct Act:

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:
 - 1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Socorro SWCD employee while such employee was or is employed by the Socorro SWCD and participating directly or indirectly in the Socorro SWCD's contracting

process;

- 2) this Agreement complies with Section 10-16-7(A) NMSA 1978 because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;
 - 3) in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Socorro SWCD's making this Agreement;
 - 4) this Agreement complies with Section 10-16-9(A) NMSA 1978 because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by Section 10-16-9(A) NMSA 1978, this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Project Code;
 - 5) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any Project related to this Agreement; and
 - 6) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Socorro SWCD.
- C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Socorro SWCD relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Socorro SWCD 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 Socorro SWCD and notwithstanding anything in the Agreement to the contrary, the Socorro SWCD 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:

- A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If the Socorro SWCD proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger:

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

Agreement. This Agreement is derived from (1) the Request for Proposal, written clarifications to the Request for Proposals and Socorro SWCD response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the Request for Proposals. In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer: the Request for Proposals, including attachments thereto and written responses to questions and written clarifications and (5) the Contractors response to the Request for Proposals.

15. Penalties for violation of law:

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

16. Equal Opportunity Compliance:

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

17. Applicable Law:

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation:

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

19. 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 Socorro SWCD, the Department of Finance and Administration and the State Auditor. The Socorro SWCD shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Socorro SWCD to recover excessive or illegal payments.

20. Indemnification:

The Contractor shall defend, indemnify and hold harmless the Socorro SWCD and the State of New Mexico and the Federal Government 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, 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, 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, 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 Socorro SWCD and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. Invalid Term or Condition:

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

22. Enforcement of Agreement:

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict 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.

23. 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 Socorro SWCD:

Project Manager
Socorro Soil and Water Conservation District
103 Francisco de Avondo
Socorro, NM 87801

To the Contractor: [insert name, address and email]:

26. Authority:

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

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

By: _____ Date: _____

Chairman, Socorro Soil and Water Conservation District

By: _____ Date: _____

Contractor Owner or Authorized Individual

The approved minutes of the Socorro SWCD reflect that the Board of Supervisors approved Contract No. 2016-01-Aerial Herbicide Application - ## at their regularly scheduled meeting on (Date).

Contract Attachment – Per Contract Section 1 E

A. GENERAL

1. Applicable Directives: All work shall be done in accordance with all federal, state and local laws and regulations. The contractor shall be responsible to attain any required permits for the area in which the work will be performed.
2. Environmental Considerations:
 - a. Protection of the Site(s): The aesthetic values of the site and surrounding area are of prime importance. The Contractor shall take all care necessary to preserve plant life and other natural features.
 - b. Equipment and Materials: Travel with equipment and storage of materials will be limited to existing or designated road or trail areas. Any deviation from this stipulation must have prior written approval of the Project Manager.
 - c. Work Camp: The location of any work camp by the Contractor must be approved in advance by the Project Manager. Should such a camp be established, the Contractor shall maintain the camp in a sanitary, orderly manner; and, upon vacating the camp, refuse and other signs of occupancy shall be removed by the Contractor. In the equipment maintenance areas, special precautions shall be taken to contain spilled fuel, lubrication products, wash water, and chemicals. If the appointed COR or PI suspect that contractor equipment is contaminated with noxious / invasive weed seeds or vegetative structures capable or reproducing they may be asked to decontaminated the equipment prior to entering or exiting the camp / batching / loading site(s).
 - d. Operations and Storage Areas: Operations of the Contractor (including storage of materials, project office, camping area, and equipment parking) upon Government premises shall be confined to areas approved by the Project Manager. The surrounding landscape shall not be disturbed. In the event that it is disturbed, the Contractor shall restore that area at the Contractor's expense.
 - e. During periods of inclement weather or drought, operations shall be suspended when, in the judgment of the Project Manager, they have the possibility of unduly harming the surface or having a negative effect on the herbicide application.
3. References: Referenced Specifications/Standards with Abbreviations and/or Acronyms: Wherever the following acronyms are used in these specifications or on the drawings, they are to be construed the same as the respective expressions represented. Copies of the referenced specifications/standards referred to herein may be procured by the Contractor, from the following:

E.P.A. Environmental Protection Agency
401 M. Street
Washington, D.C. 20460

4. Certification: Furnish 1 copy of written certification from the supplier of the Contractor- furnished herbicide that it conforms to the Government requirements.
5. Protection: The Contractor shall protect section corners, bench marks, well markers and other survey markers and stakes, from damage or removal. In case of destruction or removal by the Contractor, they will be replaced by the Government and the actual cost for replacement will be deducted from payments due the Contractor.

B. CONTRACTOR-FURNISHED ITEMS:

The Contractor shall furnish herbicide in original unopened containers. The herbicide to be furnished will be identified in each specific task order and will be one the types shown in section J - Specific Tasks.

1. Source Quality Control:

- a. The Project Manager may permit use, prior to sampling and testing, of materials when accompanied by Certificates of Conformance. Certificates of Conformance are necessary for private land treatment only. Materials used on the basis of a Certificate of Conformance may be sampled and tested. Installation of materials on the basis of Certificates of Conformance shall not relieve the Contractor of responsibility for incorporating materials which conform to the requirements of the specifications. Material not conforming to those requirements will be subject to rejection, whether in place or not.
- b. The form of the Certificate of Conformance provided by the supplier shall be as follows:
 - State that the named product conforms to the contract requirements.
 - Either be accompanied with a certified copy of the test results, or certify that such test results are on file with the manufacturer and will be furnished to the Project Manager upon request.
 - Provide the name and address of the manufacturer, the testing agency and the date of tests.
 - Set forth the means of identification which will permit field determination of the product delivered as being the product covered by the certification.
- c. Contractor supplied water shall be of adequate quality to ensure treatment success.

C. DELIVERY, STORAGE, AND HANDLING:

1. Delivery: Protect products, incorporated into the work, from damage while in transit to the site. Products must be delivered in original unopened containers with manufacturer's name and brand designation and contents legibly indicated.
2. Storage: Provide temporary storage facilities for products. Storage shall comply with the manufacturer's instructions. The storage area shall permit access for inspection and handling.

3. Handling: The Contractor shall load and unload products protecting them from damage until installation on the project.

D. EQUIPMENT:

1. Aircraft:
General: The Contractor shall furnish aircraft to apply herbicide to the designated areas in the time specified.
Type: Aircraft used shall be rotor wing, piston class fixed wing, or turbine class fixed wing capable of applying herbicide at 150 mph maximum indicated airspeed, respectively.
2. Pellet Dispersing Equipment: Aircraft shall be equipped to carry pellets with a positive metering device complete with release, shutoff, and spreading device which can be calibrated for application of pellets at the prescribed rate and uniform pattern.
3. Spray Nozzles: Aircraft shall be equipped with nozzles, capable of uniform distribution at the specified rate. Nozzles will be directed with the slipstream or a maximum of 10 degrees downward. No nozzles are to be placed within 3 ft. of each wing tip on fixed wing tip vortices. The distance on the outer most operating nozzles on the boom must not exceed $\frac{3}{4}$ the length of the wingspan or rotor. Electrostatic nozzles shall show no signs of carbon fouling, if detected, the affected nozzle(s) shall be replaced. Systems must have positive liquid shut-off using one of the following:
 - individual nozzle check valves plus anti-suction device;
 - individual nozzle check valves plus boom pressure release device; or
 - individual nozzle positive-action valves.
4. Aerial Application with Electrostatic Spray Systems: Liquid herbicides with Aerial Application with Electrostatic Spray Systems 2(ee) labeling may be applied at approximately 1 gallon per acre (gpa) through the electrostatic aerial spray system patented by United States Department of Agriculture (USDA), patent number 5,975,425. This shall be specified in the task order.
5. Differentially Corrected Global Positioning System (DGPS) Navigation:
 - a. General: DGPS is required for this contract. DGPS shall be used for aircraft guidance and tracking. The contractor shall provide all guidance equipment, materials, computers, printers, personnel, and services require for the system to be used. The guidance equipment shall be capable of accurately guiding the aircraft, while flying at application altitude, along parallel flight lines equal to the designated swath width of the application aircraft. The system shall be sufficiently sensitive to provide immediate deviation indications and sufficiently accurate to keep the aircraft on the desired flight path.
 - b. Accuracy: The DGPS system shall be capable of determining a differentially corrected location with an error of no more than

one (1) meter on the horizontal plane. The guidance system shall be capable of updating current position at a rate of five (5) times per second. Differential correction must cover the complete operational area. During operation, differentially corrected signal must be accurately recorded at least 90% of the operational time. Differential correction may be provided by a portable differential station, FM radio fixed towers, or satellite.

- c. Pilot qualifications: Pilot proficiency and evidence of prior experience with the proposed DGPS system must be demonstrated prior to approval for usage during the contract.
- d. Equipment Requirements:
 - i. Software: Software provided with DGPS shall be designed for parallel offset in increments equal to the assigned swath width of the application aircraft.
 - ii. Flight Log: Must be capable of:
 - A minimum rate of one-second logging intervals. Full record includes position, time, altitude, speed, track, application system on/off, aircraft number, pilot, job name/number, and differential correction status.
 - Calculating and showing total acres treated during the flight.
 - Downloading daily, or more often as needed, to an onsite (landing strip) computer for post-flight analysis and review. Data from the aircraft must be available for submission to the government at all times as requested by the Project Inspector. The flight log must show the entire flight of the aircraft from takeoff to landing and differentiate between spray-on and spray-off when viewed on a computer monitor or color printer. Export files with swath data and of the swath data incorporated into a single polygon shape file, of each flight, shall be provided and shall be compatible with. ARCMAP 10.0 system on a jump drive or through email at the completion of the contracted acres. The contractor shall have the swath data, and the swath generated polygon shape file submitted to the government within two weeks of finishing treatments. The contractor shall have the swath data, and the swath generated polygon shape file submitted to the government within two weeks of finishing treatments.
 - Zooming in on any portion of the treatment to view a specific area with greater detail.
 - iii. Hardware: Shall possess the following features:
 - Visual display monitor: (1) Capable of displaying swath width over flight path; (2) mounted in aircraft in a location that will allow the pilot to view the screen with direct or peripheral vision without looking down; (3) may display in real time or be available for in-flight access immediately after application has ceased.
 - Control Keypad: The keypad shall: (1) be able to input reference waypoints (A-B line); (2) have a feature which

alerts pilot when they are about to enter or exit a specific treatment block or an exclusion area within a block: (3) have a method to display nested polygons to indicate sensitive or no-spray areas within or adjacent to treatment blocks: (4) have a feature that allows the pilot to return to the exact location of application shutdown and complete application without omitted or doubled treated areas.

- Course Deviation Indicator (CDI): The course deviation indicator or course deviation light shall have the capability to display both cross-track error and intercept angle to desired heading. The CDI must be installed on the aircraft in a location that will allow the pilot to view the indicator with direct or peripheral vision without looking down. Cross-track error shall be adjustable down to one (1) foot.
- Memory: Shall be capable of storing up to 8 hours of continuous flight log data.

6. Special Aircraft Requirements: Contractor shall furnish properly equipped aircraft with pilot(s) experienced in applying herbicides on rough terrain at high elevations. Aircraft use will be in compliance with 14 CFR Part 137, Agricultural Aircraft Operations. End product Contractors using aircraft as a tool to fulfill contract requirements will meet the PPE standards in 351 DM1, Aviation Life Support Equipment Handbook.

E. PERSONNEL:

1. Pilots: Shall be furnished by the Contractor and shall meet certification requirements of Federal Aviation Regulations for this type of work and be licensed to aurally apply herbicides in New Mexico. Pilots shall be able to hear and converse with the Project Inspector at load site and Project Inspector field personnel via radio through the use of BLM frequency throughout the duration of the contract and able to monitor secondary frequency such as when flying in restricted air space or when multiple aircraft are in operation.
2. Ground Crew: Shall be furnished by the Contractor.
3. Operator Certificate: Contractor shall hold an agricultural aircraft operator certificate issued by the Federal Aviation Administration, and will operate aircraft used in the project as agricultural aircraft. The contractor's pilots must be licensed by the New Mexico Department of Agriculture Pesticide Compliance Section.

F. PROJECT CONDITIONS:

1. Work Limits: The government may define with conduit and flagging the outer perimeter of areas to be treated and areas within such perimeter which are to be excluded from herbicide application. The government provided shape files will be the final authority on the areas to be treated and excluded unless directed

otherwise by the Project Manager.

2. **Work Hours:** Herbicide application will be permitted only during daylight hours.
3. **Work Days:** Herbicide operations will be permitted on every day of the week and holidays.
4. **Landing Facilities:** The Contractor shall obtain required landing facilities. The contractor assumes full responsibility and liability for airstrips or landing areas used.
5. **Environmental Conditions:** Aircraft will not be allowed to release herbicide or turn within 500 ft. of agricultural crops or 1,320 ft. from residences having plants susceptible to damage from herbicide when using aircraft capable of applying pellets at speeds of 150 mph or less without prior written, signed and notarized consent by the landowner.
6. **Special Requirements:** Time is of the essence. Failure to commence actual herbicide operations within five (5) calendar days from date of receipt of notice to proceed, weather permitting as determined by the Project Manager, will be considered cause for terminating contractor's right to proceed under the contract clauses of this contract. Application shall not be made during rain storms nor when winds affect application uniformity or when ground surface conditions are unsuitable (snow or ice on ground).

G. PREPARATION:

1. **Wind Conditions:**
 - Pelleted Herbicide - Aerial application of herbicide shall not be done when the wind is not at a constant velocity or exceeds an average of 15 mph.
 - Liquid Herbicide – Aerial application of herbicide shall not be done when the wind is not at a constant velocity or is less than 2 mph or exceeds 7 mph unless the label has more restrictive directions, then label instructions shall be followed.
2. **Flight Paths:** Irregular paths of flight will result in immediate stoppage of work. Corrective action shall be taken immediately by the Contractor to insure evenly spaced, straight, and regular flight paths and complete coverage of areas included in the application job. The contractor or his pilots may be asked to fly the edges of drainages to increase buffer distance if the predominate flight path(s) are perpendicular to drainages as an effort to reduce drift into leave out areas. If field conditions indicate excessive drift into leave out areas the contractor or pilots may be asked to make appropriate adjustments to minimize such drift.
3. **Flight Hazards:** The Contractor shall check the flight areas for any obstructions or hazards to the aircraft prior to aerial application.

4. Restricted Areas: The Contractor shall comply with any airspace restrictions and shall obtain clearance to enter any prohibited or restricted air space. Radio contact shall be maintained with agency field personnel and air traffic control responsible for restricted airspace(s).

H. APPLICATION:

1. General: All herbicide applications shall be done in accordance with the Specimen Label for the herbicide being used. The entire surface within the designated boundaries of the project area shall receive uniform coverage with the herbicide except areas excluded by the Government. Pilots may be asked during treatment to not treat certain areas of the shape file polygons, as directed by the Project Inspector. These acres not treated within the treatment polygons may be added onto other polygons close to areas to be treated in the contract to make the treated acres match the acres that were contracted for. Areas excluded from the herbicide operation within the designated boundaries will not be included in the acreage computed for payment if actual treatment has not occurred.
2. Rates of Application: Herbicide shall be distributed at the rate specified in the Task Order. Refer to the Task Order for the specific rates of application by project.
3. Swath Width:
Pelleted Herbicide: Shall not exceed 42 feet for fixed wing piston class aircraft, 60 feet for fixed wing turbine class aircraft, and 70 feet for rotor wing aircraft. The 0.3 lbs. active ingredient applications will be applied in 100 foot swaths. However, due the fact that there are many different types of pellet applying systems, the application will be field verified to be sure the equipment will apply at the specified rate and distribution. For roto-wing aircraft, the blower system must operate between 65 and 70 MPH as measured by an anemometer prior to installation of the boom distribution system. When comparing right side blower to left side blower, the deviation must not exceed 2 mph difference from one another. Rheostats controlling metering of pelleted herbicide shall be secured as to not be affected by aircraft vibration or inadvertently altered during loading of chemical. Once set after calibration they cannot be altered unless agreed to between the Project Inspector and the contractor.
Liquid Herbicide: Shall not exceed 1 1/4 times the wingspan of the aircraft or 1 1/4 times the width of the main rotor or more restrictive requirements listed on herbicide label.
4. Flight Height:

Pelleted Herbicide: Shall be low enough to obtain proper Distribution and uniform coverage of herbicide, but no lower than 50 foot for rotor wing and 100 feet for fixed wing above ground level to allow for proper herbicide dispersion. Herbicide shall be applied in accordance with aircraft safety and any label restrictions Pellet application shall not be made during a rainstorm, snow, or when the ground is frozen. Aircraft shall be operated in conformance with Federal Aviation Regulations.

Liquid Herbicide: Spray boom shall be low enough to obtain proper distribution and uniform coverage of herbicide. Herbicide shall be applied in accordance with aircraft safety and any label restrictions. Spraying shall not be done during or after a rainstorm or wetting fog until the vegetation has dried. Aircraft shall be operated according to Federal Aviation Regulations.

5. Flight Strips: Shall be patterned and flown to secure a uniform distribution of herbicide. Such distribution shall not vary more than 5% above or below the average distribution of herbicide per acre.
6. Aerial Application with Electrostatic Spray Systems – liquid herbicides with Aerial Application with Electrostatic Spray Systems 2(ee) labeling may be applied at approximately 1 gallon per acre (gpa) through the electrostatic aerial spray system patented by United States Department of Agriculture (USDA), patent number 5,975,425.

I. PRODUCTS-MATERIALS:

1. The Contractor shall furnish pelleted herbicide in original, unopened containers in accordance with the Bureau of Land Management's most recent list of approved herbicides.

Herbicide: Shall be pelleted tebuthiuron conforming to the following Active Ingredient(s):

Active Ingredients:	Formula:	Percent:	Inert Ingredients:	Equivalent:
Tebuthiuron	N-{5-(1,1-dimethylethyl)-1,3,4-thiadiazol-2-yl}-N,N-dimethylurea	20 %	80%	Contains 0.2 pounds active ingredient per pound of product. Contains 5 pounds active ingredient per 25 pound bag.

3. The Contractor shall furnish liquid herbicide, carrier, including wetting agent and or drift control in original, unopened containers in accordance with the Bureau of Land Management's most recent list of approved herbicides and adjuvants. The Contractor shall furnish water of sufficient quality and quantity to complete project as specified in each task order.

Herbicide:	Formula:	Percent:	Inert Ingredients Percent:	Equivalent:	Original Trade Name Registered for Patent (for identification purposes only-generics on approved BLM list accepted)
Triclopyr	(3, 5, 6-Trichloro-2-pyridinyloxyacetic acid), Butoxyethyl Ester	60.45%	39.55%	Acid Equivalent: Triclopyr - 43.46% - 4 lb/gal	Remedy Ultra
Clopyralid	(3,6-dichloro-2-pyridinecarboxylic acid) as the Monoethanolamine salt	40.9%	59.1%	Acid Equivalent: 3, 6-dichloro-2-pyridinecarboxylic acid, 31% - 3 lb/gal	Reclaim
Isopropylamine salt of Imazapyr	(2-[4,5-dihydro-4-methyl-4(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid)	27.8%	72.2%	Equivalent to 22.6% 2-[4,5-dihydro-4-methyl-4(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid) or 2 pounds acid per gallon	Arsenal
Aquatic Label of Isopropylamine salt of Imazapyr	(2-[4,5-dihydro-4-methyl-4(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid)	28.7%	71.3%	Equivalent to 22.6% 2-[4,5-dihydro-4-methyl-4(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid) or 2 pounds acid per gallon	Habitat
Ammonium salt of Imazapic	(+)-2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-5-methyl-3-pyridinecarboxylic acid	23.6%	76.4%	Equivalent to 22.2% (+)-2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-5-methyl-3-pyridinecarboxylic acid (1 gallon contains 2.0 pounds of active ingredient as the free acid)	Plateau

Picloram	4-amino-3,5,6-trichloropicolinic acid, potassium salt	24.4%	75.6%	Acid equivalent picloram: 4-amino-3,5,6-trichloropicolinic acid – 21.1% - 2 lb/gal	Tordon 22K
Picloram	4-amino-3,5,6-trichloropicolinic acid, triisopropanolamine salt	13.24%	76.12%	Picloram triisopropanolamine salt - 1.19 lb/gal (0.67 lb ae/gal)	Surmount
Fluroxypyr	1-methylheptyl ester: [(4-amino-3,5-dichloro-6-fluoropyridin-2-yl)oxy] acetic acid	10.64%		Fluroxypyr 1-methylheptyl ester – 0.96 lb/gal (0.67 lb ae/gal) Contains petroleum distillates	
Clopyralid	Potassium salt of 2-pyridine carboxylic acid, 4-amino-3,6-dichloro	6.02%	63.16%	Acid Equivalent: clopyralid (3,6-dichloro-2-pyridinecarboxylic acid) – 23.4% - 2.3 lb/gal	Sendero
Aminopyralid	Monoethanolamine salt of 3,6-dichloro-2-pyridinecarboxylic acid	30.82%		Aminopyralid (2-pyridine carboxylic acid, 4-amino-3,6-dichloro-) – 5.08% - 0.5lb/gal	

J. SPECIFIC TASKS:

1. Pelleted Herbicide Application - Sub Item A:

Level of Difficulty: The level of difficulty for herbicide application shall be determined by each task order. The level of difficulty will be based on the amount and type of herbicide to be provided and aerially applied as described in the sub items below:

Sub Item A1 - Level I – Brush treatment at 0.3 lbs. active ingredient pelleted tebuthiuron per acre.

Sub Item A2 - Level II – Brush treatment at 0.5 lbs. active ingredient pelleted tebuthiuron per acre.

Sub Item A3 - Level III – Brush treatment at 0.75 lbs. active ingredient pelleted tebuthiuron per acre.

Sub Item A4 - Level IV - Brush treatment at 1.00 lbs. active ingredient pelleted tebuthiuron per acre.

Sub Item A5 - Level V - Brush treatment at 1.25 lbs. active ingredient pelleted tebuthiuron per acre.

Each task order will specify the target species, size of area to be treated (in acres), the location of the site, and include an Arc Map shape file of all areas to be treated.

2. Liquid Herbicide Application - Sub Item B:

Level of Difficulty: The level of difficulty for herbicide application shall be determined by each task order. The level of difficulty will be based on the target species and amount and type of herbicide to be provided and aerially applied as described in the sub items below:

Sub Item B1 - Level I – Mesquite treatment at 0.5 lbs. total active ingredient consisting of 0.25 lbs. ai Clopyralid mixed with 0.25 lbs. ai Triclopyr per acre. Tank mix and environmental conditions will be as stated in the label.

Sub Item B2 - Level II – Mesquite treatment at 0.75 lbs. total active ingredient consisting of 0.375 lbs. ai Clopyralid mixed with 0.375 lbs. ai Triclopyr per acre. Tank mix and environmental conditions will be as stated in the label.

Sub Item B3 - Level III – Mesquite treatment at 0.5 lbs. total active ingredient consisting of 0.5 lbs. ai Clopyralid per acre. Tank mix and environmental conditions will be as stated in the label.

Sub Item B4 - Level IV – Mesquite treatment at 1.75 pints formulated herbicide consisting of Clopyralid and Aminopyralid per acre. Tank mix and environmental conditions will be as stated in the label.

Sub Item B5 - Level V – Mesquite treatment at 2.25 pints (36 ounces) formulated herbicide consisting of 28 ounces of Clopyralid (0.503 lbs active ingredient) and Aminopyralid (0.109 lbs active ingredient) and 8

ounces of Triclopyr (0.25 lbs active ingredient) per acre. Tank mix and environmental conditions will be as stated in the label

~~Sub Item B6 - Level VI -- Cactus treatment at 2.0 percent formulated herbicide consisting of Picloram and Fluroxypyr per acre. Tank mix and environmental conditions will be as stated in the label.~~ **Cactus treatment at 2.0 quarts formulated herbicide consisting of 0.595 lbs active ingredient Picloram and 0.48 lbs active ingredient Fluroxypyr per acre. Tank mix and environmental conditions will be as stated in the label.**

Sub Item B7 - Level VII – Cactus/tasajillo treatment at 0.5 lbs. total active ingredient of Picloram per acre. Tank mix and environmental conditions will be as stated in the label.

Sub Item B8 - Level VIII – Downy brome or noxious weed treatment at 1.0 ounces per acre active ingredient consisting of Imazapic with 10 gallons per acre applied. Tank mix and environmental conditions will be as stated in the label.

Sub Item B9 - Level IX – Downy brome or noxious weed treatment at 1.5 ounces per acre active ingredient consisting of Imazapic with 10 gallons per acre applied. Tank mix and environmental conditions will be as stated in the label.

Sub Item B10 - Level X – Downy brome or noxious weed treatment at 2.0 ounces per acre active ingredient consisting of Imazapic with 10 gallons per acre applied. Tank mix and environmental conditions will be as stated in the label.

Sub Item B11 - Level XI – Downy brome or noxious weed treatment at 3.0 ounces per acre active ingredient consisting of Imazapic with 10 gallons per acre applied. Tank mix and environmental conditions will be as stated in the label.

Sub Item B12 - Level XII – Salt Cedar/Russian Olive/African Rue Invasive plant treatment with Imazapyr, aerial application for control of invasive plants with Imazapyr will be at a 1% solution with 15 gallons per acre applied. 16.0 ounces/acre active ingredient per acre. Aerial application with an aquatic labeled Imazapyr when required by individual task order will be at the same rate as shown above when an aquatic label is required to treat the proposed site.

K. FIELD QUALITY CONTROL:

1. Tests for Uniformity: The Project Manager will make tests to determine uniformity of herbicide application.
2. Tests for Rate of Application: Rate of herbicide application will be determined from test flights and calibration made prior to commencement of spraying operations to establish setting of the distribution mechanism. Test flights and calibration checks shall be made as often as necessary to insure the distribution mechanism is calibrated correctly. Calibration will be within 1% of the requested rate per acre based on a thirty second test. Project inspectors will be allowed to look into the cockpit to view the data generated from each flight for

acreage calculations and shape file flight accuracy. Project inspectors must be allowed to look into the aircraft before and after each flight to determine if the herbicide is being used completely.

L. METHOD OF MEASUREMENT

1. Units: Application of herbicide will be measured and paid for by the number of acres treated to the nearest whole acre.
2. Measurement: The determination of the acreage of completed work will be made from GPS/GIS calculations from the export files of the contractor as compared to the original shape files supplied by the government, the actual amounts of herbicide loaded into the aircraft applied at the correct rate per acre, along with field observations to insure proper herbicide placement. Area measurements required under this Contract will be measured on a horizontal plane.
3. Re-measurement: Re-measurement of the acreage under this contract will be made upon written request of the contractor. The request for re-measurement must be made in writing within 10 calendar days after completion of work. If re-measurement indicates a difference of not more than 5% from the original measurement, the Contractor shall pay the actual cost of the re-measurement. Payments will be based on the second measurement where the difference between measurements is more than 5%. When the measurements are less than 5%, the results from the first measurement will be used.

APPENDIX D
CAMPAIGN CONTRIBUTION DISCLOSURE FORM
FEDERAL W-9

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. 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.

THIS FORM 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 either 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.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“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.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“**Prospective contractor**” means a person who 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 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.

DISCLOSURE OF CONTRIBUTIONS: Contribution Made By:

Relation to Prospective Contractor:

Name of Applicable Public Official:

Date Contribution(s) Made:

Amount(s) of Contribution(s):

Nature of Contribution(s):

Purpose of Contribution(s):

(The above fields are unlimited in size)

Signature Title Date

--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 Title Date

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)		
	Business name/disregarded entity name, if different from above		
	Circle appropriate type for federal tax classification: Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶		Exempt payee
	<input type="checkbox"/> Other (see instructions) ▶		
	Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code			
List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
				-					

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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APPENDIX E – COST RESPONSE FORM

COST RESPONSE FORM AERIAL HERBICIDE APPLICATION FOR GRASSLAND RESTORATION AND INVASIVE PLANT CONTROL

SUPPLIES OR SERVICE AND PRICE/COSTS response form for Year _____

Item	Description	Quote per	
		With Product	Without Product
A-1 Level I	Brush treatment at 0.3 lbs active ingredient pelleted tebuthiuron per acre	\$	\$
A-2 Level II	Brush treatment at 0.5 lbs active ingredient pelleted tebuthiuron per acre	\$	\$
A-3 Level III	Brush treatment at 0.75 lbs active ingredient pelleted tebuthiuron per acre	\$	\$
A-4 Level IV	Brush treatment at 1.0 lbs active ingredient pelleted tebuthiuron per acre	\$	\$
A-5 Level V	Brush treatment at 1.25 lbs active ingredient pelleted tebuthiuron per acre	\$	\$
B-1 Level I	Mesquite treatment at 0.5 lbs total active ingredient consisting of 0.25 lbs ai Clopyralid mixed with 0.25 lbs ai Triclopyr per acre	\$	\$
B-2 Level II	Mesquite treatment at 0.75 lbs total active ingredient consisting of 0.375 lbs ai Clopyralid mixed with 0.375 lbs ai Triclopyr per acre	\$	\$
B-3 Level III	Mesquite treatment at 0.5 lbs total active ingredient consisting of 0.5 lbs ai Clopyralid per acre	\$	\$
B-4 Level IV	Mesquite treatment at 1.75 pints formulated herbicide consisting of Clopyralid and Aminopyralid per acre	\$	\$
B-5 Level V	Mesquite treatment at 2.25 pints (36 ounces) formulated herbicide consisting of 28 ounces of Clopyralid (0.503 lbs active ingredient) and Aminopyralid (0.109 lbs active ingredient) and 8 ounces of Triclopyr (0.25 lbs active ingredient) per acre.	\$	\$
B-6 Level VI	Cactus treatment at 2.0 percent quarts formulated herbicide consisting of 0.595 lbs active ingredient Picloram and 0.48 lbs active ingredient Fluroxypyr per acre. per acre consisting of Picloram and Fluroxypyr.	\$	\$
B-7 Level VII	Cactus/tasajillo treatment at 0.5 lbs total active ingredient of Picloram per acre	\$	\$
B-8 Level VIII	Downy Brome or noxious weed treatment with Imazapic at 1.0 ounces/acre active ingredient	\$	\$
B-9 Level IX	Downy Brome or noxious weed treatment with Imazapic at 1.5 ounces/acre active ingredient	\$	\$
B-10 Level X	Downy Brome or noxious weed treatment with Imazapic at 2.0 ounces/acre active ingredient	\$	\$
B-11 Level XI	Downy Brome or noxious weed treatment with Imazapic at 3.0 ounces/acre active ingredient	\$	\$
B-12 Level XII	Salt Cedar/Russian Olive/ African Rue treatment with Imazapyr at 16.0 ounces/acre active ingredient	\$	\$

APPENDIX F – REFERENCE QUESTIONNAIRE

The Socorro Soil and Water Conservation District, as a part of the RFP process, requires proposing vendors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The potential Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to the Socorro Soil and Water Conservation District by the RFP submission deadline for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of questionnaire.

RFP 2016-01 REFERENCE QUESTIONNAIRE FOR:

(Name of company requesting reference)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the Socorro Soil and Water Conservation District via e-mail at:

Name: Nyleen Troxel Stowe, Project Manager
Address: c/o Socorro Soil and Water Conservation District
103 Francisco de Avondo, Socorro, NM 87801
Telephone: 505-440-9488
Email: nyleen@qwestoffice.net

Form must be received no later than April 25, 2016, 3 p.m. MST and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the Socorro Soil and Water Conservation District's Project Manager listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Company providing	
Contact name and title/position	
Contact	
Contact e-mail	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?

(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating:

Name: _____ Rating:

COMMENTS:

7. How satisfied are you with the products developed by the vendor?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS:

APPENDIX G – LETTER OF TRANSMITTAL FORM

LETTER OF TRANSMITTAL FORM

RFP#: _____

Offeror Name: _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. **Identity (Name) and Mailing Address** of the submitting organization:

2: For the person authorized by the organization to contractually obligate the organization:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized to negotiate the contract on behalf of the organization:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person to be contacted for clarifications:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

_____ No sub-contractors will be used in the performance of this contract OR

_____ The following sub-contractors will be used in the performance of this contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity with which will be used in the performance of this contract.

(Attach extra sheets, as needed)

7. On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Project as required in Section II, Paragraph C 1. I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP. I acknowledge receipt of any and all amendments to this RFP.

Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX I – CONFLICT OF INTEREST AFFIDAVIT

AFFIDAVIT

I, _____ (name), being first duly sworn upon my oath, depose and state the following:

1. I am a former employee of the _____ (name of Department/Agency), having separated/retired from state employment as of _____ (date).
2. I am a current employee of the _____ (name of Department/Agency), or a legislator with the state, or the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee or legislator with the state. Being a current employee or legislator or family member of a current employee or legislator of the state, I hereby certify that I obtained this Agreement pursuant to Sections 10-16-7 or 10-16-9 NMSA 1978, that is, in accordance with the Project Code except that this Agreement has NOT been awarded via the sole source or small purchase Project methods.
3. The Department/Agency and I have entered into an agreement in the amount of \$_____.
4. Section 10-16-8.A(1) NMSA 1978 of the Governmental Conduct Act does not apply to this Agreement because I neither sought a contract with the Department/Agency, nor engaged in any official act which directly resulted in the formation of the Professional Services Agreement while an employee of the Department/Agency.
5. To the best of my knowledge, this Agreement was awarded in compliance with all relevant provisions of the New Mexico Project Code (13-1-28, et. seq., NMSA 1978).

FURTHER, AFFIANT SAYETH NOT.

(Name)

Subscribed and sworn to before me by _____ (name of former employee) this _____ day of _____, 20__ .

My Commission Expires: _____.

Notary Public