

Lea Soil and Water Conservation District

401 Tatum Highway Lovington, NM 88260
Ph.: (575)-396-0707 Fax: (866)-645-1807



Project: New Mexico Healthy Grasslands Initiative Brush Control Activities in Lea County

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

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

All proposals must be submitted no later than

July 11, 2019 3 p.m. MST

Proposals will be awarded

July 11, 2019

Offerors need not be present.

E-mailed or faxed proposals are not accepted.

Send proposals to:

Lea Soil and Water Conservation District
Attn: Shay Hager, District Manager
401 Tatum Hwy.
Lovington, NM 88260
Telephone: 575-396-0707

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I. INTRODUCTION

I. Purpose of this Request for Proposals

- a. The Lea Soil and Water Conservation District (SWCD) is requesting proposals for brush control activities primarily located in Lea county to assist in the aerial application of pelleted and foliar herbicide for the control of mesquite, creosote, catclaw, snake weed and cholla. Map of proposed areas are in Appendix D. This may be a multi contractor project to assure expedition in completion of all work required.

II. Summary Scope of Work

- a. Description of work: Furnishing labor, equipment, supplies, and materials to aerially apply pelleted and foliar herbicide to approximately 100,000 acres of mesquite, 30,000 acres of creosote and cat claw, 30,000 acres of snake weed. Over the lifetime of the contract.
- b. Location: Work under this Contract is located in Lea County, State of New Mexico. The approximate work locations are shown on the attached map. For a detailed map of proposed treatment areas contact the Procurement Manager.

I. Scope of Work

1. Project Meetings:

a. Pre-Work Conference:

- (i) A pre-work conference will be held prior to the start of work. The Contractor will be notified in advance of meeting time, date and place. The purpose will be to review required work, project drawings and specifications, schedules, payments, and administrative provisions of the Contract.
- (ii) The Contractor, subcontractors and the persons responsible for coordination of the work shall be present at the meeting.
- (iii) The Contractor shall be prepared to summarize and explain procedures planned for the project and present the submittals requested in the specifications.

b. Progress Meetings:

- (i) Meetings shall be held at the project site, or as determined by the Procurement Manager.
- (ii) Meetings may be called by either the Procurement Manager or the Contractor.

c. Final Inspection:

- (i) Meetings shall be held at the project site, or as determined by the Procurement Manager.
- (ii)) The Contractor shall notify the Procurement Manager in writing at least two working days before the completion date so the Lea SWCD can schedule final inspection.
- (iii) The superintendent shall be present during this final inspection.

2. Project Conditions:

- a. 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.

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- b. Work Hours: Pelleted and foliar herbicide application will be permitted only during daylight hours.
- c. Work Days: Pelleted and foliar herbicide operations will be permitted on every day of the week and holidays.
- d. Landing Facilities: The Contractor shall obtain required landing facilities. The contractor assumes full responsibility and liability for airstrips or landing areas used.
- 3. Environmental Conditions: Aircraft will not be allowed to release pelleted or foliar herbicide or tum within 500 ft. of agricultural crops or residences having plants susceptible to damage from herbicide when using rotor wing aircraft capable of applying pellets or foliar spray at speeds of 150 mph or less.
- 4. 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 Contracting Officer, 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 velocity exceeds 15 miles per hour for pelleted herbicide or 7 mph for foliar herbicide or when ground surface conditions are unsuitable (snow or ice on ground).
- 5. Personnel:
 - a. 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.
 - b. Ground Crew: Shall be furnished by the Contractor.
- 6. Products:
 - a. Materials: The Contractor shall deliver Contractor-furnished herbicide in original, unopened containers.
 - b. Herbicide:

: Sendero shall conform to the following: Active

Ingredient(s):

Potassium salt of 2-pyridine carboxylic acid,
4-amino-3,6-dichloro.....6.02%
Monoethanolamine salt of 3,6-dichloro-2-
Pyridinecarboxylic acid30.82%
Inert Ingredients63.16%
Contains 2.3lb/gal AE
EPA Reg. No. 62719-645

: Remedy shall conform to the following: Active

Ingredient(s):

Triclopyr: 3,5,6-trichloro-2-pyridinyloxyacetic acid,
butoxy ethyl ester.....60.45%
Inert Ingredients39.55%
Contains 4.1lb/ gal AE
EPA Reg. No. 62719-552

: Spike 20P shall conform to the following: Active

ingredient(s):

Tebuthiuron* N-(5-(1,1-dimethylethyl)-1,3,4-
thiadiazol-2-yl)-N,N-dimethylurea20.0%

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Inert ingredients80.0%
Contains 5 pounds active ingredient per 25-pound bag. EPA
Reg. No.62719-121

: Surmount shall conform to the following: Active ingredients(s):

Picloram: 4-amino-3,5,6-tricloropicolinic acid triisopropanolamine salt13.24%
fluroxypyr 1-methylheptyl ester:[(4-amino-3,5-dichloro-6-fluoropyridin-2-yl)oxy]acetic acid10.64%
Inert Ingredients:76.12%
Contains 0.67 lb ae/gal of Piclor am triisopropanolamine salt Contains 0.67 lb ae/gal of Fluroxypyr l-methylheptyl ester EPA Reg. No 62719-480

7. Equipment:

a. Aircraft:

- (i) General: The Contractor shall furnish aircraft to apply pelleted or foliar herbicide to the designated areas in the time specified.
- (ii) Type: Aircraft used shall be rotor wing, piston class fixed wing, or turbine class fixed wing capable of applying pelleted or foliar herbicide at 60 mph, 135 mph, and 150 mph maximum, respectively.
- b. 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.
- c. Foliar Dispersing Equipment: Aircraft shall be equipped to spray foliar herbicide using electrostatic technology complete with release, shutoff, and spreading device which can be calibrated for application of foliar herbicide at the prescribed rate and uniform pattern.
- d. Special Aircraft Requirements: Contractor shall furnish properly equipped aircraft with pilot(s) experienced in applying herbicides on rough terrain at high elevations.

8. Preparation:

- a. Wind Conditions: Aerial application of herbicide shall not be done when the wind is not at a constant velocity or exceeds 15 mph when dispersing pelleted herbicide. When dispersing foliar wind speeds shall not exceed 7mph.
- b. 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.

9. Application

- a. General: The entire surface within the designated boundaries of the project area shall receive uniform coverage with the herbicide except areas excluded by the Government.

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Areas excluded from the herbicide operation within the designated boundaries will not be included in the acreage computed for payment.

- b. Rates of Application: Herbicide shall be distributed at the rate of 0.75 pounds of active ingredient per acre for creosote bush, catclaw and snake weed. Rate of 0.50 pounds of active ingredient per acre for Mesquite. Herbicide shall be distributed at the rate of up to 2% mix (2 gal/I 00 gal of water) for Cholla. Work Data Sheets will be provided for the specific rates of application by project.
- c. Swath Width: Shall not exceed 42 foot for fixed wing piston class aircraft, 65 foot for fixed wing turbine class aircraft, and 70 foot for rotor wing aircraft.
- d. Flight Height: Shall be low enough to obtain proper distribution and uniform coverage of herbicide, but no lower than 100 feet above ground level to allow for proper herbicide dispersion. Pellet or foliar 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.
- e. Flight Strips: Shall be patterned and flown to secure a uniform distribution of herbicide. Such distribution shall not vary more than 10% above or below the average distribution of herbicide peracre.

- f. Differentially Corrected Global Positioning System (DGPS)Navigation:

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 required 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 flightpath.

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.

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.

10. Equipment Requirements:

- a. Software: Software provided with DGPS shall be designed for parallel offset m increments equal to the assigned swath width of the application aircraft.
- b. Flight Log: Must be capable of:
 - (i)) 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;

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- (ii) Calculating and showing total acres treated during the flight;
 - (iii) Downloading daily, or more often as needed, to an onsite (landing strip) computer for post-flight analysis and review. 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 of each flight shall be provided and shall be compatible with ARCMAP 9.2 system on a standard compact disk or through email;
 - (iv) Zooming in on any portion of the treatment to view a specific area with greater detail.
 - c. Hardware: Shall possess the following features:
 - (i) Visual display monitor:
 - (a) capable of displaying swath width over flight path;
 - (b) mounted in aircraft in a location that will allow the pilot to view the screen with direct or peripheral vision without looking down
 - (c) may display in real time or be available for in-flight access immediately after application has ceased
 - d. Control Keypad: The keypad shall:
 - (a) be able to input reference waypoints (A-B line)
 - (b) 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
 - (c) have a method to display nested polygons to indicate sensitive or no-spray areas within or adjacent to treatment blocks
 - (d) 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
 - e. 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.
 - f. Memory: Shall be capable of storing up to 8 hours of continuous flight log data.
 - g. 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.
 - (i) Calculating and showing total acres treated during the treatment;
11. Field Quality Control:
- a. Tests for Uniformity: The Contracting Officer will make tests to determine uniformity of herbicide application.
 - b. Tests for Rate of Application: Rate of herbicide application will be determined from test flights and calibration made prior to commencement of pelleting or foliar 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.
12. Method of Measurement
- a. Units: Application of herbicide will be measured and paid for by the number of acres treated to the nearest whole acre.
 - b. Measurement: The determination of the acreage of completed work will be made from GPS/GIS calculations from the export files of the contractor, the actual amounts of

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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.

13.

II. Certificates of Conformance

1. Requirements: The Contracting Officer may permit use, prior to sampling and testing, of materials when accompanied by Certificates of Conformance. 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.
2. Format: The form of the Certificate of Conformance provided by the supplier shall be as follows:
 - a. State that the named product conforms to the contract requirements.
 - b. 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 Contracting Officer upon request.
 - c. Provide the name and address of the manufacturer, the testing agency and the date of tests.
 - d. Set forth the means of identification which will permit field determination of the product delivered as being the product covered by the certification.

III. Quality Assurance

1. Approval of the submittal is an indication that the Contractor's submittals have been reviewed and that there are no objections, except as noted. Installation of Materials on the basis of approved submittals shall not relieve the Contractor of the responsibility for incorporating material which conforms to the requirements of the drawings and specifications. Approval of deviations shall apply only to those deviations or omissions from the requirements of the drawings and specifications brought to the Contracting Officer's attention in writing. After approval of an item, the Contractor may submit a substitute for approval when the approved item cannot be purchased or delivered in time to avoid delays in completion of the project.
2. Codes and Standards: The work shall comply with codes and standards applicable to each type of work and as listed in the individual sections of this statement of work. This Contract incorporates materials, applications, and tests by reference, with the same force and effect as if they were given in full text.
3. Conflicts: Where a conflict occurs between reference documents and project specifications, the project specifications shall govern.

IV. Delivery, Storage, and Handling

1. Performance: Work shall commence on agreed upon date at the pre work conference and completed no later than 30 calendar days after the agreed upon start date.
2. 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.

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

V. Project/Site Conditions

1. Access to the Work:
 - a. Shall be provided by and at the Contractor's expense. Prior to the building of access roads across lands under the jurisdiction of the Bureau of Land Management, the Contractor shall obtain approval of the Contracting Officer.
 - b. 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.
 - c. Access construction shall be accomplished with regard for environmental considerations.
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 Contracting Officer.
 - c. Work Camp: The location of any work camp by the Contractor must be approved in advance by the Contracting Officer. 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 or obliterated by the Contractor. In the equipment maintenance areas, special precautions shall be taken to contain spilled fuel, lubrication products, wash water, and chemicals.
 - 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 Contracting Officer. 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. Government premises adjacent to the project location will be made available for use by the Contractor without cost whenever such use will not interfere with other Government activities.

VI. Sequencing and Scheduling

1. Work Schedule: The schedule shall be submitted at the pre-work conference. When requested, the Contractor shall submit an updated schedule within 3 calendar days. At a minimum, the estimated start and completion dates shall be shown.

VII. Scope of Procurement

1. The Lea 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 application of herbicide for the purpose of brush control. In no case will the contract(s), including all renewals thereof, exceed a total of 4 (four) years in duration.

VIII. Procurement Manager

The Lea SWCD has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address and telephone number is listed below.

Shay Hager, District Manager
Lea Soil and Water Conservation District
401 Tatum Hwy, Lovington, NM 88260
575-396-0707 Fax - 575-396-5768
E-mail - leaswcd@leaco.net

All deliveries via express carrier should be addressed as follows: Shay
Hager, District Manager
Lea Soil and Water Conservation District
401 Tatum Hwy, Lovington, NM 88260

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other state employees do not have the authority to respond on behalf of the Lea SWCD.

IX. Definition of Terminology

- a. This section contains definitions and abbreviations that are used throughout this procurement document.
- b. "Lea SWCD" means the Lea Soil and Water Conservation District.
- c. "Close of Business" means 4:30 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.
- d. "Contract" means a written agreement for the procurement of items of tangible personal property or services.
- e. "Contractor" means a successful offeror who enters into a binding contract.
- f. "DFA" means the Department of Finance and Administration for the State of New Mexico.
- g. "Determination" means the written documentation of a decision by the Procurement Manager including findings of fact supporting a decision. A determination becomes

part of the procurement file.

- h. "Desirable" The terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").
 - 1. "Evaluation Committee" means a body appointed by the Lea SWCD board of supervisors to perform the evaluation of offeror proposals.
- J. "Evaluation Committee Report" means a document prepared by the Procurement Manager and the Evaluation Committee for submission to the Lea SWCD board of supervisors for contract award. It contains all written determinations resulting from the procurement.
- k. "Finalist" is defined as an offeror(s) who meets 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.
- l. "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.
- m. "Offeror" is any person, corporation, or partnership who chooses to submit a proposal.
- n. "Procurement Manager" means the person or designee authorized by the Lea SWCD to manage or administer a procurement requiring the evaluation of competitive sealed proposals.
- o. "Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference. used for soliciting proposals.
- p. "Responsible Offeror" means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.
- q. "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.

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. Sequence of Events

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

Action	Responsibility	Date
Issue of RFP	Lea SWCD	4/12/19
Submission of Proposal	Lea SWCD Supervisors	7/11/19
Proposal Evaluation	Lea SWCD Supervisors	7/11/19
Award & Finalization	District Manager	7/13 thru 7/19/19
Protest Deadline	Offeror	7/30/19

B. Explanation of Events

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

1. Issue of RFP - This RFP is being issued by the Lea SWCD.

1. Submission of Proposal - ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 4:30 PM MOUNTAIN STANDARD TIME ON May 9, 2019. 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 Procurement Manager at the address listed in Section I, Paragraph D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to New Mexico Healthy Grasslands Initiative Brush Control Activities Request for Proposals In Lea County. 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 any proposal shall not be disclosed to competing offerors prior to contract award.

2. Proposal Evaluation - The evaluation of proposals will be performed by an evaluation committee appointed by Lea SWCD board of supervisors. This process will take place on May 9, 2019, at this time, the Procurement Manager may initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the offerors.

1. Selection of Finalists - The Lea SWCD Board of Supervisors will select and Procurement Manager will notify the finalist offerors on May 9, 2019. Only finalists will be invited to participate in the subsequent steps of the procurement.
 - a. Award & Finalize Contract(s) - After selection is made by Lea SWCD Board of Supervisors. contract(s) will be awarded on May 9, 2019. This date is subject to change at the discretion of the Lea SWCD. The contract(s) shall be awarded to the offerer or offerors whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal(s) may or may not have received the most points. The contract(s) will be finalized with the most advantageous offeror(s) between May 13, 2019 thru May 19, 2019. In the event that mutually agreeable terms cannot be reached within the time specified, the Lea SWCD reserves the right to finalize a contract with the next most advantageous offeror(s) without undertaking a new procurement process.

3. Protest Deadline - Any protest by an offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen

(15) day protest period for responsive offerors shall begin on the day following the contract award and will end as of close of business on April 19, 2012. Protests must be written and must include the name and address of the protestor and the request for proposals project name. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Lea SWCD. The protest must be delivered to the Lea SWCD board of supervisors.

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Protests received after the deadline will not be accepted.

C. General Requirements

This procurement will be conducted in accordance with the State Purchasing Agent's procurement regulations, 1NMAC5.2.

1. Acceptance of Conditions Governing the Procurement - Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
2. Incurring Cost - Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.
3. Prime Contractor Responsibility - The Lea SWCD will consider a proposal from multiple contractors in the form of a joint venture response to the RFP. If accepted, the Lea SWCD will enter into separate contracts with each of the multiple prime contractors. The specific responsibilities of each of the multiple prime contractors must be clearly described in the joint venture proposal. The Lea SWCD will accept no more than five (5) multiple prime contractors in a single joint venture proposal.
4. Subcontractors - Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.
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 Lea 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 signed by the offeror's *duly* authorized representative addressed to the Procurement Manager.

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

7. Proposal Offer Firm - Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of a best and final offer if one is submitted.

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

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the nonconfidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the Lea 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 procurement in no manner obligates the Lea SWCD or any of its agencies to the use of any proposed professional 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 Lea 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 Lea SWCD's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Lea SWCD requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offerer concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law - This procurement and any agreement with offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal - Only information supplied by the Lea SWCD in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of offerer proposals.

15. Contract Terms and Conditions - The contract between the Lea SWCD and a contractor(s) will follow the format specified by the Lea SWCD and contain the terms and conditions set forth in Appendix B, "Contract Terms and Conditions". However, the Lea SWCD reserves the right to negotiate with a successful 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 offerer object to any of the Lea SWCD's terms and conditions, as contained in this Section or in Appendix B, that offerer must propose specific alternative language. The Lea 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 Lea SWCD and will result in disqualification of the offerer's proposal.

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

16. Offeror's Terms and Conditions - Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the Lea SWCD.
17. Contract Deviations - Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Lea SWCD and the selected offeror and shall not be deemed an opportunity to amend the offeror's proposal.
18. Offeror Qualifications - The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.
19. Right to Waive Minor Irregularities - The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.
20. Change in Contractor Representatives - The Lea SWCD reserves the right to request a change in contractor representatives if the assigned representatives are not, in the opinion of the Lea SWCD, meeting its needs adequately.
21. Notice - The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.
22. Lea SWCD Rights - The Lea SWCD reserves the right to accept all or a portion of an offeror's proposal.

23. Right to Publish - Throughout the duration of this procurement process and contract term, potential offerors, offerors and contractors must secure from the Lea SWCD written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract.
24. Ownership of Proposals - All documents submitted in response to this Request for Proposals shall become the property of the Lea SWCD and the State of New Mexico. However, any technical or user documentation submitted with the proposals of non-selected offerors shall be returned after the expiration of the protest period.

III . RESPONSE FORMAT AND ORGANIZATION

A. Number of Responses

Offerors may submit two (2) separate proposals, if desired. The Lea SWCD is not recommending or suggesting that offerors submit multiple proposals. The Lea SWCD is merely stating an available option. In no case will more than two (2) proposals from a single offeror be accepted.

If an offeror chooses to submit two (2) proposals, each must be entirely separate from the other. The Evaluation Committee will not collate, merge, or otherwise manipulate the offeror's proposals.

B. Number of Copies

Offerors shall deliver one (1) copy of their proposal to the location specified in Section I, Paragraph E on or before the closing date and time for receipt of proposals.

C. Proposal Format

All proposals must be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.)

1. Proposal Organization - 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) Letter of Transmittal
 - b) Proposal Summary
 - c) Response to Mandatory Specifications (Sec. JV, Paragraph A)
 - d) Completed and signed Summary of Proposed Rates (Appendix C)
 - e) Response to Lea SWCD Terms and Conditions (Sec. 11, Paragraph C)
 - f) Offeror's Additional Terms and Conditions
 - g) 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 with 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 technical and business features 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 materials 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 - Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:
 - a) identify the submitting organization;
 - b) identify the name and title of the person authorized by the organization to contractually obligate the organization;
 - c) identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;
 - d) identify the names, titles and telephone numbers of persons to be contacted for clarification;
 - e) explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1;
 - t) be signed by the person authorized to contractually obligate the organization;
 - g) acknowledge receipt of any and all amendments to this RFP.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each mandatory specification. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

A. Mandatory Specifications

1. Experience - Offerors must submit a statement of relevant experience, including experience of subcontractors. The documentation must thoroughly describe how the offeror has supplied expertise for similar contracts and work related aerial application of pelleted and foliar herbicide.
2. Capacity and Capability - Offerors must submit the following as proof of their capacity and capability to perform the duties described in Scope of Work.
 - a) Copies of current New Mexico Pesticide Applicator's license
 - b) Provide proof of tax identification (for New Mexico Gross Receipts taxing ability)
 - c) Proof of insurance (liability and workers' compensation if applicable)
 - d) List of subcontractors and qualifications
 - e) Proof of DUNS registration (if available)
 - f) List of equipment and personnel to be utilized in this contract
3. Past Record Performance - Offerors must provide documentation of past record performance as it pertains to aerial herbicide application.
4. Familiarity with Project Area - Offeror must be familiar with the area in which this project will be located.

5. Cost - Offerors must propose one firm, fixed, fully-loaded rate per acre for aerial application of pelleted and foliar herbicide on the proposal cost form in Appendix C. The firm, fixed, fully-loaded rate will include travel to and from the off-site workplace to the on-site workplace. The proposed fully-loaded rates must include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate. New Mexico gross receipts taxes are to be excluded from the proposed maximum rate per acre. They shall be shown separately on the invoice.

V. EVALUATION

A. Evaluation Point Summary

The following is a summary of evaluation factors with point value assigned to each. These, along with the general requirements, will be used in the evaluation of offeror proposals.

Experience	Thirty(30)points
Capacity and Capability Past	Thirty(30)points
Record Performance	Fifteen (15) points
Familiarity with Project Area	Fifteen (15) points
Cost	Ten (10) points

B. Evaluation Factors

Proposals must address each of the following criteria. Each proposal may be awarded points up to the amount listed. Points will be awarded on the basis of the following evaluation factors:

1. Experience - Experience working in the field of aerial application.
2. Capacity and Capability - Capacity and capability of the business to perform the work, including any specialized services, within the time limitations.
3. Past Record of Performance - Past record of performance on contracts with government agencies or private industry with respect to such factors as control of costs, quality of work and ability to meet schedules.
4. Familiarity with Project Area - Proximity to or familiarity with the area in which the project is located.
5. Cost - Price per acre for aerial application.

C. Evaluation Process

The evaluation process will follow the steps listed below:

1. 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.
2. The Procurement Manager may contact the offeror for clarification of the response as specified in Section II, Paragraph B.3.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section 11, Paragraph C.18.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible offerors with the highest scores will be selected as finalist offerors based upon the proposals submitted. Finalist offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations will be added to the previously assigned points to attain final scores. The responsible offeror whose proposal is most advantageous to the Lea SWCD, taking into consideration the evaluation factors in Section V, will be recommended for contract award as specified in Section II, Paragraph 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.

Acknowledgement of Receipt Form

REQUESTS FOR PROPOSALS

**New Mexico Healthy Grasslands Initiative Brush Control Activities in
Lea County**

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 D.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on March 13, 2012. 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 Lea SWCD's written responses to those questions as well as RFP amendments, if any are issued.

FIRM:

REPRESENTED BY:

TITLE: _____ PHONENO.: _____

E-MAIL: _ _ _ _ _ FAXNO.: _____

ADDRESS:

CITY: _____ STATE: _____ ZIP CODE: _ _ _ _ _

SIGNATURE:

DATE:

This name and address will be used for all correspondence related to the Request for Proposal. Firm does/ does not (**circle one**) intend to respond to this Request for Proposals.

A- 1

Contract Terms and Conditions

CONTRACT NO. _ _ _ _

CARLSBAD SOIL AND WATER CONSERVATION DISTRICT
PROFESSIONAL SERVICES CONTRACT
FOR

New Mexico Healthy Grasslands Initiative Brush Control Activities in Lea County

THIS AGREEMENT is made and entered into by and between the Lea Soil and Water Conservation District, herein after referred to as the "Lea SWCO" , and (insert contractor name) herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

- a. "Project Manager" means the individual assigned by the Lea SWCO to manage the project and administer this Agreement.
- b. " Project Plan" means a document approved by the Project Manager which includes a list of tasks to be performed and the time frame for the completion of each task. All work under this Agreement shall be performed in accordance with the approved Project Plan.

2. Scope of Work

1. Project Meetings:

a. Pre-Work Conference:

- (i) A pre-work conference will be held prior to the start of work. The Contractor will be notified in advance of meeting time, date and place. The purpose will be to review required work, project drawings and specifications, schedules, payments, and administrative provisions of the Contract.
- (ii) The Contractor, subcontractors and the persons responsible for coordination of the work shall be present at the meeting.
- (iii) The Contractor shall be prepared to summarize and explain procedures planned for the project and present the submittals requested in the specifications.

b. Progress Meetings:

- (i) Meetings shall be held at the project site, or as determined by the Procurement Manager.
- (ii) Meetings may be called by either the Procurement Manager or the Contractor.

c. Final Inspection:

- (i) Meetings shall be held at the project site, or as determined by the Procurement Manager.
- (ii) The Contractor shall notify the Procurement Manager in writing at least two working days before the completion date so the Lea SWCD can schedule final inspection.
- (iii) The superintendent shall be present during this final inspection.

2. Project Conditions:

- a. 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.
- b. Work Hours: Pelleted herbicide application will be permitted only during daylight hours.
- c. Work Days: Pelleted herbicide operations will be permitted on every day of the week and holidays.
- d. Landing Facilities: The Contractor shall obtain required landing facilities. The contractor assumes full responsibility and liability for airstrips or landing areas used.
- 3. Environmental Conditions: Aircraft will not be allowed to release pelleted herbicide or turn within 500 ft. of agricultural crops or residences having plants susceptible to damage from herbicide when using rotor wing aircraft capable of applying pellets at speeds of 150 mph or less.
- 4. 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 Contracting Officer, 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 velocity exceeds 15 miles per hour while applying pelleted herbicide or 7 mph when applying foliar herbicide or when ground surface conditions are unsuitable (snow or ice on ground).
- 5. Personnel:
 - a. 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.
 - b. Ground Crew: Shall be furnished by the Contractor.
- 6. Products:
 - a. Materials: The Contractor shall deliver Contractor-furnished herbicide in original, unopened containers.
 - b. Herbicide:

Spike 20P shall conform to the following:

(a) Active Ingredient(s):

- 1. Tebuthiuron* N-{5-(1,1-dimethylethyl)-1,3,4-thiadiazol-2-yl}-N,N-dimethylurea.....20.0%
- 3. Inert Ingredients80.0%
- 4. Contains 5 pounds active ingredient per 25 pound bag. 5. EPA Reg. No.62719-121

: Reclaim shall conform to the following:

(b) Active Ingredient(s):

- 1. Clopyralid: 3,6-dicboloro-2-pyridinecarboxylic acid, monoethanolarnines salt.....40.9%
- 3. Inert Ingredients80.0%

4. Contains 3lb/gal AE
5. EPA Reg. No. 62719-83

: Remedy shall conform to the following:

Active ingredient(s):

1. Triclopyr: 3,5,6-trichloro-2-pyridinyloxyacetic acid,
2. butoxyethyl ester.60.45%
3. Inert Ingredients.....39.55%
4. Contains 4lb/gal AE
5. EPA Reg. No. 62719-552

: Surmount shall conform to the following:

Active Ingredient(s):

1. Picloram: 4-amino-3,5,6-trichloropicolinic acid
2. triisopropanolamine salt.....13.24%
3. fluroxypyr 1-methylheptyl ester: [(4-amino-3,5-dichloro-
4. 6-fluoropyridin-2-yl)oxy]acetic acid10.64%
5. Inert Ingredients:76.12%
6. Contains 0.67 lb ae/gal of Picloram triisopropanolamine salt
7. Contains 0.67 lb ae/gal of Fluroxypyr 1-methylheptyl ester
8. EPA Reg. No 62719-480

7. Equipment:

a. Aircraft:

- (i) General: The Contractor shall furnish aircraft to apply pelleted herbicide to the designated areas in the times specified.
- (ii) Type: Aircraft used shall be rotor wing, piston class fixed wing, or turbine class fixed wing capable of applying pelleted herbicide at 60 mph, 135 mph, and 150 mph maximum, respectively.

b. 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.

c. Foliar Dispersing Equipment: Aircraft shall be equipped to spray foliar herbicide using electrostatic technology complete with release, shutoff, and spreading device which can be calibrated for application of foliar herbicide at the prescribed rate and uniform pattern.

d. Special Aircraft Requirements: Contractor shall furnish properly equipped aircraft with pilot(s) experienced in applying herbicides on rough terrain at high elevations.

e. Flagging Materials and Equipment: Shall be furnished by the Contractor.

8. Preparation:

a. Wind Conditions: Aerial application of herbicide shall not be done when the wind is not at a constant velocity or exceeds 15 mph for pelleted herbicide and 7 mph for foliar herbicide.

b. 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.

9. Application

- a. General: The entire surface within the designated boundaries of the project area shall receive uniform coverage with the herbicide except areas excluded by the Government. Areas excluded from the herbicide operation within the designated boundaries will not be included in the acreage computed for payment.
- b. Rates of Application: Herbicide shall be distributed at the rate of 0.75 pounds of active ingredient per acre for creosotebush, catclaw and snakeweed. Rate of 0.50 pounds of active ingredient per acre for mesquite. Rate of 1-2% mixture per gallon for cholla. Work Data Sheets will be provided for the specific rates of application by project.
- c. Swath Width: Shall not exceed 42 foot for fixed wing piston class aircraft, 65 foot for fixed wing turbine class aircraft, and 70 foot for rotor wing aircraft.
- d. Flight Height: Shall be low enough to obtain proper distribution and uniform coverage of herbicide, but no lower than 100 feet above ground level to allow for proper herbicide dispersion. Herbicide 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.
- e. Flight Strips: Shall be patterned and flown to secure a uniform distribution of herbicide. Such distribution shall not vary more than 10% above or below the average distribution of herbicide per acre.
- f. Differentially Corrected Global Positioning System (DGPS) Navigation:
 - (a) General: DGPS is required for this contract. OOPS shall be used for aircraft guidance and tracking. The contractor shall provide all guidance equipment, materials, computers, printers, personnel, and services required 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 OOPS 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 OOPS system must be demonstrated prior to approval for usage during the contract.

10. Equipment Requirements:

- a. Software: Software provided with DGPS shall be designed for parallel offset increments equal to the assigned swath width of the application aircraft.
- b. Flight Log: Must be capable of:

- (i) 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;
- (ii) Calculating and showing total acres treated during the flight;
- (iii) Downloading daily, or more often as needed, to an onsite (landing strip) computer for post-flight analysis and review. 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 of each flight shall be provided and shall be compatible with ARCMAP 9.2 system on a standard compact disk or through email;
- (iv) Zooming in on any portion of the treatment to view a specific area with greater detail.
- c. Hardware: Shall possess the following features:
 - (i) Visual display monitor:
 - (a) capable of displaying swath width over flight path;
 - (b) mounted in aircraft in a location that will allow the pilot to view the screen with direct or peripheral vision without looking down
 - (c) may display in real time or be available for in-flight access immediately after application has ceased
 - d. Control Keypad: The keypad shall:
 - (a) be able to input reference waypoints (A-B line)
 - (b) 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
 - (c) have a method to display nested polygons to indicate sensitive or no-spray areas within or adjacent to treatment blocks
 - (d) 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
 - e. 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.
 - f. Memory: Shall be capable of storing up to 8 hours of continuous flight log data.
 - g. 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.
- 11. Field Quality Control:
 - a. Tests for Uniformity: The Contracting Officer will make tests to determine uniformity of herbicide application.
 - b. Tests for Rate of Application: Rate of herbicide application will be determined from test flights and calibration made prior to commencement of pelleting and foliar 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.
- 12. Method of Measurement
 - a. Units: Application of herbicide will be measured and paid for by the number of acres

treated to the nearest whole acre.

- b. Measurement: The determination of the acreage of completed work will be made from GPS/ GIS calculations from the export files of the contractor, 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. Work Environment - Work for this project will occur primarily in area of Lea County to assist in the aerial application of pelleted and foliar herbicide for the control of creosotebush, catclaw, snakeweed and mesquite.
- 4. Payment Provisions - All payments under this Agreement are subject to the following provisions.
 - a. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the Lea SWCD shall determine if the services provided meet specifications. No payment shall be made for any service until the services and/or deliverables have been accepted in writing by the Project Manager. Unless otherwise agreed upon between the Lea SWCD and the Contractor, within fifteen (15) days from the date the Lea SWCD receives written notice from the Contractor that payment is requested for services, the Project Manager shall issue a written certification of complete or partial acceptance or rejection of the services or deliverables. Upon certification by the Project Manager that the services or deliverables have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month.
 - b. Rates - The contractor agrees to perform billable work at the following rate(s) of per acre.

Creosotebush/catclaw/snake weed (0.75 lbs tebuthiuron. per acre) _____

Mesquite (0.25 lbs of remedy, 0.25 lbs reclaim per acre) _____

Cholla (1-2% mixture/gallon/acre) _____

- c. Invoices - Invoices shall be submitted to the Project Manager.
- d. Payment of Invoice - Payment shall be made upon the receipt and acceptance of a detailed, certified invoice that includes the number of acres and location of acres for each invoice. Payment will be made to the Contractor's designated mailing address.
- e. Payment of Taxes - The Contractor shall be reimbursed by the Lea SWCD for applicable New Mexico gross receipts for services rendered. Such taxes must be itemized separately on the invoice.

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

- 5. Terms - THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED

IN WRITING BY THE LEA SWCD. This Agreement shall begin on date approved by the Lea SWCD and be in effect for one year after approval date. This contract may be renewed for up to three additional years (pending available funding). This Agreement including all extensions and renewals shall not exceed four calendar years in duration.

6. Termination - This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least **(14)** days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.
7. Status of Contractor - The Contractor, and his agents and employees, are independent contractors performing professional services for the Lea SWCD and are not employees of the Lea SWCD. The Contractor, and his agents and employees, shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the Lea SWCD as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.
8. 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 Lea SWCD and the (insert governing authority name).
9. Subcontracting - The Contractor shall not subcontract any portion of the services to be performed under this Agreement without written approval from the Project Manager. The following subcontractor(s) have been approved to supply resources for this Agreement

10. Records of Audit - During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the Lea SWCD, the State Auditor and appropriate federal authorities. The Lea SWCD shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Lea SWCD to recover excessive or illegal payments.
11. Appropriations - The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate upon written notice being given by the Lea SWCD to the Contractor. The Lea SWCD's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
12. Release - The Contractor, upon final payment of the amount due under this Agreement, releases the Lea SWCD, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the Lea SWCD, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
13. 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 prior written approval

- by the Project Manager.
14. Product of Service: Copyright - All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to Lea SWCD no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor. The original and one copy of all materials, work papers, meeting notes, design documents, or other documents produced by the Contractor shall be indexed and placed in appropriately labeled binders and delivered to the Project Manager at conclusion of the Agreement.

The source code to any custom-developed software under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Lea SWCD on media of the Lea SWCD's choice no later than the termination date of this Agreement.

15. Conflict of Interest - The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.
16. Amendment - This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.
17. Approval of Contractor Personnel - 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 Lea SWCD shall retain the right to request the removal of any of the Contractor's personnel at any time.

18. Scope of Agreement - 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 understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
19. Notice - The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
20. Equal Opportunity Compliance - The Contractor agrees to abide by all Federal and State laws, 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, rules, and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, 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 to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

21. Indemnification - The Contractor shall hold the Lea SWCD and its employees harmless and shall indemnify the Lea SWCD and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the contractor, its agents, officers, employees or subcontractors. Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Lea SWCD, its officers or employees.
22. Applicable Law - This Agreement shall be governed by the laws of the State of New Mexico.
23. Limitation of Liability - The Contractor's liability to the Lea SWCD for any cause whatsoever shall be limited to the purchase price paid to the Contractor for services that are the subject of the Lea SWCD's claim. The foregoing limitation does not apply to Paragraph 21 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.
24. Incorporation by Reference and Precedence - This Agreement is derived from (1) the Request for Proposal, written clarifications to the Request for Proposals and Lea 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 Contractor's response to the Request for Proposals.

25. Warranties - 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.
26. Project Reporting - 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.
27. 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 Lea SWCD.

IN WITNESS WHEREOF, the parties have executed this Agreement as of
the by_ (Lea SWCD) and (Contractor)

B_9

Lea Soil and Water Conservation District

(Contractor)

BY: _____

BY: _____

TITLE: _____

TITLE: _____

FORMS

SUMMARY OF PROPOSED RATES

New Mexico Healthy Grasslands Initiative Brush Control Activities in Lea County

The Offeror listed below submits the following firm, fixed rate per acre excluding New Mexico gross receipts tax to complete the requirements as outlined in this RFP for the Lea SWCD.

SERVICE CLASSIFICATION	MAXIMUM RATE PER ACRE
Creosotebush/catclaw/snakeweed (0.75 lbs. per acre)	_____
Mesquite (0.25 lbs of Remedy, 0.25 lbs of Reclaim per acre)	_____
Cholla (1-2% mixture/gallon/acre)	_____

Offeror Name: _____
 Signature

Company

Printed Name and Position

Phone Number

Lea Soil and Water Conservation District

401 Tatum Highway Lovington, NM 88260
Ph.: (575)-396-0707 Fax: (866)-645-1807



A.PPENDIXD

MAPS

