



Invitation to Bid – Price Agreement

Title: **Ecological Restoration Projects**

Return Bid to: **New Mexico General Services Department State Purchasing Division:**

ITB Number: **70-516-17-05424**

Agency Requested Delivery: **NM Dept. Game & Fish**

Commodity Code(s): **92696, 95917, 96273, 98814, 98815, 98852, 92535, 92558, 92640, 92672**

Hand Delivery or Courier Service: 1100 S. Saint Francis Drive, Room 2016 Santa Fe, NM 87505
or: US Mail: PO Box 6850 Santa Fe, NM 87502-6850
or: Electronic bid submission: https://suppliers.scquest.com/stateofnewmexico/

Bids Due No Later Than:

Date: **June 8, 2017** Time: **2:00pm**

Formal Sealed Bid Opening:

Place: **NM State Purchasing Division Bid Room**

To occur immediately following due date/time.

If you have questions regarding this ITB please contact:

Procurement Specialist: **Clarke J. Fountain** Telephone No.: **(505) 827-1935** Email: **ClarkeJ.Fountain@state.nm.us**

Bidder MUST complete as applicable and sign the following in order for Bid to be valid (type or print clearly):

NM Vendor ID# (if applicable): _____ Address: _____
 Company Name: _____
 DBA (if applicable): _____
 Co. Email: _____ Co. Phone No.: _____
 NM Gross Receipts Tax # (CRS): _____ Federal Tax ID#: _____

Payment terms: _____ (Discount will not be considered in computing the low bid, see “Terms and Conditions”)

F.O.B. Point must be Destination, unless otherwise indicated by the NM State Purchasing Agent

Contractor’s Delivery: _____ (May be considered in the award)

Authorized Signature: _____ Print or type name: _____
 Signatory Email: _____ Phone No.: _____

IMPORTANT - All hard copy bids must be submitted in a sealed envelope or package and must be clearly labeled with the bid number and opening date on the front of the envelope, bottom left-hand side. Sealed bids will be received at the above address until specified due date and local time. Late submission of bids will not be accepted. Sealed bids will be publicly opened in the New Mexico State Purchasing Division Bid Room. Bids are subject to the “Terms and Conditions,” shown on the attached pages of this document, and any additional bidding instructions or requirements. NOTE: if you decide not to bid, do not return this document.

BIDS SUBMITTED ELECTRONICALLY VIA eProNM (SCI-QUEST): Bids will be time-stamped in the system when Bidder clicks “OK” after “Review and Submit.” The bidder will receive a confirmation email of the submission for their records. Such electronic submissions will be considered sealed bids in conformance with statute.

If applicable, Bidder acknowledges receipt of the following amendments(s):
 Amendment No. _____ Dated _____ Amendment No. _____ Dated _____

*It is your responsibility as a bidder to ensure your bid is correct and accurate. By bidding electronically, you acknowledge any and all amendments and it is your responsibility to ensure your bid corresponds with any amendments.

Bidder Instructions for Invitation to Bid (ITB)

Viewing ITB:

1. Bidders can access active procurements at the following sites:
 - http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx
 - <https://suppliers.scquest.com/stateofnewmexico/>
2. Complete bid documents as required by the ITB Specifications, and submit any required documentation, supporting materials, certificates, etc. in addition to the bid documents.

Submitting Bids:

Bidders have two options to submit bids to the State Purchasing Division (SPD):

1. Electronic submissions through eProNM at the following site: <https://suppliers.scquest.com/stateofnewmexico/>
 - A. Bids will be time-stamped in the system when Bidder clicks “OK” after “Review and Submit.” The bidder will receive a confirmation email of the submission for their records. Such electronic submissions will be considered sealed bids in conformance with statute.
 - B. Bids must be received by the due date and time listed on the front page of this ITB or as amended. Bids submitted electronically within 2 hours of the close time cannot be guaranteed to upload successfully.
2. Hard Copy submissions delivered by US mail, courier or in person to the SPD office at:
1100 S. Saint Francis Drive, Room 2016, Santa Fe, NM 87505 (Hand Deliver/courier) **or**
PO Box 6850, Santa Fe, NM 87502-6850 (US Mail)
All hard copy bids must be submitted in a sealed envelope or package and must be clearly labeled with the ITB number and opening date on the front of the envelope, bottom left-hand side. Sealed bids will be received and time-stamped at the above address until specified due date and local time.

Late Submission of Bids Will Not Be Accepted.

Bid Opening:

Sealed bids will be publicly opened in the New Mexico State Purchasing Division Bid Room. Bids are subject to the “Terms and Conditions,” shown on the attached pages of this document, and any additional bidding instructions or requirements. NOTE: if you decide not to bid, do not return this ITB document.

Additional Bidder Information:

All resident businesses, contractors and veterans will have to obtain preference certificates from the NM Department of Taxation & Revenue. In order for the appropriate preference to be applied to any solicitation, there must be no federal funds involved, and bidder must submit a copy of their preference certificate with each solicitation. Applications are available for download at: <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

*** As of July 1, 2016 Resident/in-state Veterans’ Preference is ten percent (10%).

Technical Online Bidding Questions:

Contact SPD directly at (505) 827-0425 or GSD.SPDeProcurement@state.nm.us, or you can contact the buyer listed on the ITB front page.

Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Contractor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this order.
 - b. Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Contractor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Contractor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Contractor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Contractor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Contractor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the State due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the

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Contractor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Contractor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

Important Bidding Information

All Bidders must notify the State Purchasing Agent or his/her designee if any employee(s) of the requesting agency or the office of the State Purchasing Agent have a financial interest in the Bidder:

No financial interest **Yes financial interest**

If yes specify by name: _____

Bid tabulations will be posted to our website approximately two (2) weeks after bid opening date. To access go to www.generalservices.state.nm.us/spd/, click on Active Bids and Proposals, Bid Tabulations.

Failure of Bidder to complete bidding documents, in accordance with all instructions provided, is cause for this office to reject their bid.

Brand names and numbers are for reference only; equivalents will be considered. If bidding "equivalent" bidders must be prepared to furnish "complete data" upon request, preferably with bid, to avoid delay in award.

Specifications on the bid are not to exclude any bidder or manufacture. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No substitute" specifications may be authorized ONLY if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him from submitting a bid on this ITB, it is requested that his opinion be made known to the State Purchasing Agent or his/her designee, in writing, at least seven (7) days prior to the bid opening date.

Bidders must, upon request of the State Purchasing Agent or his/her designee, provide information and date to prove that the financial resources, production of service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. The State Purchasing Agent or his/her designee reserves the right to require a Bidder to furnish a Performance Bond prior to award, where the Bidder is unable to furnish the required information or data, or for other reasons which would insure proper performance by the Bidder.

Unless otherwise indicated in the bid specifications, samples of the items, when required, shall be free of expense to the State of New Mexico. Samples not destroyed or mutilated in testing will be returned upon request, at Bidders expense. Each sample must be labeled to clearly show the bid number and item number that it pertains to. Unsolicited bid samples or descriptive literature, which is submitted at the Bidder's risk, will not be returned.

Awards

Determination of Lowest Bidder – Following determination of product acceptability, if any is required, bids will be evaluated to determine which Bidder offers the lowest cost to the State in accordance with the specifications and terms & conditions set forth in the Invitation to Bid. The State Purchasing Agent reserves the right to award this Invitation to Bid in total; by groups of items; on the basis of individual items; any combination of these which could result in a multiple award; or as otherwise specified in bid specifications; whichever, in his/her judgment, best serves the interest of the State of New Mexico.

The New Mexico State Purchasing Agent or his/her designee reserves the right to accept and/or reject any and all bids, to waive technical irregularities, and to award to the Bidder whose bid is deemed to be in the best interest of the State of New Mexico.

Special Notice – To preclude any possible errors and/or misinterpretations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Bidder prior to the scheduled bid opening; failure to do so will be just cause for rejection of bid.

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Bids may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and/or changes; such corrections must be properly identified and signed or initialed by Bidder. Resubmittal must be prior to scheduled bid opening for consideration.

After bid opening, no modifications on bid prices or other provisions of bid shall be permitted. A low Bidder alleging a material mistake of fact after bids have been opened may be permitted to withdraw the bid upon written request prior to award at the discretion of the State Purchasing Agent or his/her designee.

F.O.B. Destination – Means goods are to be delivered to the destination designated by the user which is the point at which the user accepts ownership or title of the goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. Destination may cause bid to be declared nonresponsive.

If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our bid openings, please contact State Purchasing (505) 827-0472 at least five (5) working days prior to the scheduled bid opening.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <https://www.bewellnm.com/>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) “New Mexico Employee” means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee’s work for Contractor within the State of New Mexico, regardless of the location of Contractor’s office or offices; and
- (2) “offer” means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they

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meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two (2) copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Contractor.

The PE10-249 and PE250 worksheet is available at the following website:

http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx

Department Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX – Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by either the New Mexico State Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

Article II –Term

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

Article III –Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If Contractor is unable to meet stated delivery the State Purchasing Agent must be notified.

Article V – Termination

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do

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to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

Article VII – Issuance or Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

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Specifications:

PURPOSE

To develop a price agreement for stream, wetland, and riparian restoration activities to improve fish and wildlife habitat of New Mexico. Any State of New Mexico Agency can use this Multiple Vendor price agreement to meet stream, wetland, and riparian restoration objectives. The activities and/or services will be used to improve, restore, and/or rehabilitate current stream, wetland, and riparian conditions and to achieve future desired conditions.

THIS IS NOT A PROJECT SPECIFIC PRICE AGREEMENT. This price agreement can and/or may cover any and/or all stream, wetland, and riparian restoration activities. Once the Agency selects a project, then a project plan is developed. Contractors must meet the specifications of this price agreement as well as the specifications for each individual project plan. Specifications will not change from the price agreement to the project plan; however the project plan will provide specific details about the project. Project plans are not available until a project is in place.

Maps are not included with this price agreement. Maps will be included in the individual project plan. Contractors will be asked to complete a site visit, provide an estimate, and provide capabilities when a project is identified. Maps will be provided at that time.

TERM

The intent of this price agreement is to award a one (1) year agreement, with the potential to renegotiate prices/services after the expiration of the agreement for an additional three (3) years on a one (1) year basis.

CONTRACTORS:

Multiple contractors will be accepted for services and/or equipment included in this price agreement. The award to multiple contractors will improve the overall effectiveness of stream, wetland, and riparian restoration projects by identifying services and equipment depending on the contractor/vendors geographical location and their capabilities. **BEING SELECTED FOR THIS PRICE AGREEMENT DOES NOT AUTOMATICALLY GUARANTEE CONTRACTORS PROJECT WORK.** Contractors will be selected based on their capabilities.

ESCALATION CLAUSE:

In the event of a product cost increase, an escalation request will be reviewed by this office on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders.

BID Advertisement:

30-45 Days

BIDDING INSTRUCTIONS

All items in this price agreement may not be pertinent to your company's business plan. If your company does not carry an item and/or provide a specific service, please write "NO BID" next to that specific item.

When returning the price agreement, list the OPENING DATE on the envelope and the price agreement #. The opening date is the date you must have your bid packages returned to the State Purchasing Division.

All items have a "quantity needed" associated with them. The quantity needed describes the maximum amount of services a contractor must be able to complete within a reasonable time. Do not multiply the bid per hour for labor and/or equipment by the quantity needed. **ONLY PROVIDE A BASE BID FOR WHAT EACH ITEM IS REQUIRING.**

GROSS RECEIPT TAXES

Price(s) shall not include state gross receipts tax or local option tax(es). Such tax or taxes shall be added at time of invoicing at current rate, and shown as a separate item to be paid by user.

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WAGE DECISION

All Contractor(s) must adhere to The New Mexico Public Works Wage Act. The contractor(s) are responsible for obtaining a wage determination from the Department of Labor for any one project that exceeds \$60,000.00. Information for wage rates can be gained at www.dol.state.nm.us. **A WAGE DETERMINATION IS NOT NEEDED WHEN BIDDING ON THIS PRICE AGREEMENT.**

PRICE AGREEMENT MANAGER

For information pertaining to the requirements of this price agreement or general questions about price agreements, please contact Malia Volke, Aquatic and Riparian Habitat Specialist, New Mexico Department of Game and Fish, at malia.volke@state.nm.us or 505-476-8160.

WORK ZONES

Contractors must identify geographical zones in which they are willing to perform their services. Identify which zones your company is willing to work in by checking the blank to the immediate right of the number zone.

1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____
7 _____ 8 _____ 9 _____ 10 _____ 11 _____ 12 _____

- Zone 1: San Juan County
- Zone 2: Rio Arriba, Taos, Los Alamos, Santa Fe Counties
- Zone 3: Colfax, Union, Harding Counties
- Zone 4: McKinley & Cibola Counties
- Zone 5: Sandoval, Bernalillo, Valencia & Torrance Counties
- Zone 6: Mora, San Miguel & Guadalupe Counties
- Zone 7: Quay, Curry, De Baca & Roosevelt Counties
- Zone 8: Catron & Socorro Counties
- Zone 9: Lincoln & Otero Counties
- Zone 10: Chaves, Eddy & Lea Counties
- Zone 11: Grant, Hidalgo & Luna Counties
- Zone 12: Sierra & Dona Ana Counties

SITE VISITS: Once a project is identified, Contractors (those that have the appropriate capabilities and fall under the appropriate work zone) may be contacted for a site visit. A site visit will occur only once and include all of the selected Contractors. The Agency will provide pertinent information such as the project plan and desired outcomes. Contractors will provide a cost to the Agency one (1) week after the site visit day (must be written). If Contractors are not able to attend the site visit, they may be automatically withdrawn from the selection process.

SELECTION OF THE CONTRACTOR: Contractors will be selected based on: 1) capabilities; 2) total cost to complete project; 3) timeline to complete project; 4) work history.

DEFINITIONS:

Access: Road access to a project location. Ingress/Egress.

Agency: Any Agency of the State of New Mexico and all of its agents and employees.

Cobble: Rock greater than 2.5 inches in diameter.

Project Coordinator: An individual or individuals identified by the Agency to coordinate all activities associated with stream, wetland, and riparian restoration projects.

Project Location: An approved location in which the Agency has determined to conduct project activities in order to meet agency objectives.

Project Plan: A document approved by the Agency that describes individual project standards and work specifications.

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Slash/Debris: Debris resulting from such natural events as wind, fire or snow breakage; or such human activities as road construction, logging, pruning, thinning, or brush cutting. It includes logs, chunks, bark, branches, stumps, and broken understory trees or brush.

CONTRACTOR RESPONSIBILITIES

- The Contractor shall furnish all personnel, facilities, equipment (including rented equipment), materials, supplies, and services (except as expressly set forth in this price agreement as furnished by the Agency), and otherwise do all things necessary for the satisfactory performance of this contract.
- The Contractor shall provide all labor, transportation, materials, and equipment necessary to successfully complete the project.
- Contractors are responsible for wages, insurance, liability insurance, per-diem or any other cost associated with the activities of their employees including food and travel expenses.
- Contractors are responsible for providing the required training and safety equipment for their employees.
- Contractors must attain a wage determination from the Department of Labor after being selected for a project. Wage determinations are only needed if a project is over \$60,000.00. A copy must be provided to the Agency prior to beginning work.
- Provide competent supervision and skilled personnel to carry on all work in progress.
- Obtain all required environmental permits and clearances to carry out the project (unless expressly provided by the Agency).
- Take appropriate actions necessary to protect the life and health of employees on the job and the safety of the public, and to protect the property in connection with the work covered by this contract.
- Make necessary arrangements for storage of tools and/or equipment. The Agency is not responsible for any lost or stolen property.
- Be responsible for all cleanup work on the project site(s) and at the equipment storage area(s) prior to final inspection and acceptance.
- Be held liable for any damages which occur because of his/her negligence or that of his/her employees.
- Contractor(s) shall indemnify and hold harmless the Agency, State, its officers, agents, or employees, against liability, claims, damages, losses, or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, contractor(s) and/or its employees, own negligent act(s) or omission(s) while contractor and/or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this agreement.
- Progress invoices will be provided to the project manager every 30 days or on a more frequent schedule agreed upon in the project service contract. A final invoice will be provided upon completion of the project.

AGENCY RESPONSIBILITY

- The Agency will be responsible for identifying work areas, developing project plans, coordination with outside agencies, customers, or with the public, and will also be responsible for ingress/egress identification.
- Provide the Contractor with the project work plan, ingress/egress routes, identify cultural or biological concerns, and provide a contact listing with numbers to the Contractors.
- Monitor work performance and ensure project guidelines are fulfilled.
- Monitor post-project results.
- Inspect and recommend payment to Contractors on the completion of projects.
- Approve invoices for payment.

Scope of Work:

Use of Machinery and Equipment

Locate machinery servicing and refueling areas away from streambeds, arroyos, and washes to reduce the possibility and minimize the impacts of accidental spills and discharges.

All vehicles and equipment entering the project area must be clean of noxious weeds and free from oil and fluid leaks and are subject to inspection. Wash all equipment to thoroughly remove all dirt, plant, and other foreign material prior to entering the project area. Particular attention must be shown to the under carriage and any surface where soil containing exotic seeds may exist. These efforts are critical to prevent the introduction and establishment of non-native plant species to the project area.

In general, when gasoline, diesel fuel, antifreeze, hydraulic fluid, or any other chemical contained within the vehicle or machinery is released in the project area, report the spill to the Agency and follow proper corrective clean-up and safety actions.

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At a minimum, fire extinguishers of appropriate size and type must be located on site in case of a fire ignition while operating machinery and/or equipment. During times of elevated fire risk, pressurized water and additional fire suppression resources may also be required.

Repair oil leaks immediately upon discovery. Do not use equipment that is leaking. Have oil pans and absorbent material in place prior to beginning repair work. Have the "on scene" capability of catching and absorbing leaks and spillage of petroleum products including antifreeze from breakdowns or repair actions with approved absorbent materials. Keep a supply of acceptable absorbent materials at the project site in the event of spills. Dig up soils contaminated with petroleum products including antifreeze, place in appropriate safety containers, and dispose of according to state and/or federal laws and rules or regulations.

MATERIALS:

Successful bidders may or may not need to provide materials, such as herbicide, mulch, seed, rock, wattles, stakes, trees, shrubs, straw bales, or other materials for various projects. All of the specifications below are subject to modifications depending on the nature of the individual project. Some projects will require both materials and labor. In some cases, materials will be provided and the project would only require labor. **Costs of materials are not included in the contractor's hourly labor rate.**

VEGETATION MANAGEMENT TREATMENTS:

Price shall be provided on a PER HOUR RATE to include wages, equipment needs, travel, per-diem, and equipment use.

1. Tree/shrub mechanical cutting specifications

Utilize a HydroAxe, Tiger Cat, Bobcat with attachment, excavator with attachment or equivalent machinery to cut trees/shrubs for purposes of restoration/sourcing materials. This may include, but is not limited to, removal of floodplain conifers, or cutting trees to provide materials for in-stream structures. Selected trees/shrubs would be marked for cutting or selected by written prescription.

Trees that are not marked or prescribed for removal shall not be damaged and remain untouched by treatment activities. Ruts in the soil created by machinery shall not exceed 4-inches. All vehicles, machinery, and fuel trailers shall be pressure washed and cleaned of noxious weed seeds and other containments prior to entering the project area.

This activity would be done in a variety of vegetation types and terrains.

\$ _____ bid **PER HOUR** of labor

2. Tree/shrub mechanical extraction specifications

Utilize a HydroAxe, Tiger Cat, Bobcat with attachment, excavator with attachment or equivalent machinery to extract trees/shrubs with intact rootwads to provide materials for in-stream structures. Selected trees/shrubs would be marked for extraction or selected by written prescription.

Trees that are not marked or prescribed for removal shall not be damaged and remain untouched by treatment activities. Ruts in the soil created by machinery shall not exceed 4-inches. All vehicles, machinery, and fuel trailers shall be pressure washed and cleaned of noxious weed seeds and other containments prior to entering the project area.

This activity would be done in a variety of vegetation types and terrains.

\$ _____ bid **PER HOUR** of labor

REVEGETATION TREATMENTS:

Price shall be provided on a PER HOUR RATE to include wages, equipment needs, travel, per-diem, and equipment use. Bids for some items shall be based on general soil type. Bids on these items shall be for planting on average soils and for planting in soils with excessive cobble. Soils are deemed to have excessive cobble when average cobble content is greater than 25 percent.

3. Plant Materials Sourcing, Manual Collection, Transport, and Storage

Identify appropriate sources of native, local plant materials as defined by the project coordinator. Utilize hand crews to collect seeds, cuttings, cottonwood/willow poles, and other plant materials from approved locations. Proper care for plant materials may include transport; long-term storage for over six months; root hormone application; appropriate exposure to sun, temperature, and humidity; and consistent watering.

\$ _____ bid **PER HOUR** of labor

4. Plant Materials Sourcing, Mechanical Collection, Transport, and Storage

Identify appropriate sources of native, local plant materials as defined by the project coordinator. Mechanically collect seeds, cuttings, cottonwood/willow poles, and other plant materials from approved locations. Proper care for plant materials may include transport; long-term storage for over six months; root hormone application; appropriate exposure to sun, temperature, and humidity; and consistent watering.

\$ _____ bid **PER HOUR** of labor

5. Manual Broadcast Mulching/Seeding

Utilize hand crews equipped with handheld spreaders or equivalent to broadcast mulch and/or seed in wetland or riparian environments. Treatment areas would be delineated on the ground, by map or in writing. Mulching/seeding equipment shall be clean and free of noxious weed seeds and other contaminants prior to entering the project area.

\$ _____ bid **PER HOUR** of labor

6. Mechanical Broadcast Mulching/Seeding

Use heavy equipment to broadcast mulch and/or seed in wetland or riparian environments. Treatment areas would be delineated on the ground, by map or in writing. Mulching/seeding equipment shall be clean and free of noxious weed seeds and other containments prior to entering the project area.

\$ _____ bid **PER HOUR** of labor

7. & 8. Manual Planting of Tree and Shrub Poles

Transport and utilize hand crews to plant various tree and/or shrub poles in wetland or riparian areas as defined in the project plan. The species, timing, and locations of planted tree and/or shrub poles would be determined by the Project Coordinator.

\$ _____ bid **PER HOUR** of labor

\$ _____ bid **PER HOUR** of labor (excessive cobble)

9. & 10. Mechanical Planting of Tree and Shrub Poles

Transport and mechanically plant various tree and/or shrub poles in wetland or riparian areas as defined in the project plan. The species, timing, and locations of planted tree and/or shrub poles would be determined by the Project Coordinator.

\$ _____ bid **PER HOUR** of labor

\$ _____ bid **PER HOUR** of labor (excessive cobble)

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11. & 12. Manual Planting of Container Trees and Shrubs

Transport and utilize hand crews to plant various container trees and/or shrubs in wetland or riparian areas as defined in the project plan. The species, timing, and locations of planted trees and/or shrubs would be determined by the Project Coordinator.

\$ _____ bid **PER HOUR** of labor
\$ _____ bid **PER HOUR** of labor (excessive cobble)

13. & 14. Mechanical Planting of Container Trees and Shrubs

Transport and mechanically plant various container trees and/or shrubs in wetland or riparian areas as defined in the project plan. The species, timing, and locations of planted trees and/or shrubs would be determined by the Project Coordinator.

\$ _____ bid **PER HOUR** of labor
\$ _____ bid **PER HOUR** of labor (excessive cobble)

15. Maintenance of Tree and Shrub Plantings

Employ additional measures to ensure long-term survival of tree and shrub plantings, such as watering and protection from animal damage.

\$ _____ bid **PER HOUR** of labor

16. & 17. Planting of Herbaceous Species

Transport and plant various herbaceous species plugs in wetland or riparian areas as defined in the project plan. This may include, but is not limited to, planting of sedges, rushes, grasses, and/or forbs. The species, timing, and locations of planted herbaceous species would be determined by the Project Coordinator.

\$ _____ bid **PER HOUR** of labor
\$ _____ bid **PER HOUR** of labor (excessive cobble)

18. Maintenance of Herbaceous Plantings

Employ additional measures to ensure long-term survival of herbaceous plantings, such as watering and protection from animal damage.

\$ _____ bid **PER HOUR** of labor

19. Field Supervision of Plant Collection and Revegetation Activities

Provide direction and oversight of field vegetation crews to meet project objectives and ensure quality implementation. Field supervision activities may include, but are not limited to, participation in plant collection and revegetation activities.

\$ _____ bid **PER HOUR** of labor

EROSION CONTROL AND ROAD MANAGEMENT

Price shall be provided on a PER HOUR RATE to include wages, equipment needs, travel, per-diem, and equipment use.

20. Rock or Wood Structures

Utilize rock and/or wood materials to create erosion control or flow modification structures in specified locations within a project area. Specific structures to be constructed will be identified and mapped, for reference within the project plan. Rock material to be used may range from small hand-held material to 50+ pounds, which may require the use of heavy equipment. Rock structures may include but are not limited to one rock dams, rock basins, rock rundowns, channel liners, or media lunas. Wood materials to be used may range in form and size from individual limbs to full-sized logs or root wads (cut to size). Wood structures may include but are not limited to log step falls, log run downs, log flow splitters, log pour overs, post vanes, baffles, and weirs/dams.

\$ _____ bid **PER HOUR** of labor

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21. Earthen or sod structures

Utilize soil and/or plant material to create erosion control or flow modification structures in specified locations within a project area. Specific structures to be constructed will be identified and mapped for reference within the project plan. Structures may include but are not limited to “plug and pond” treatments, worm ditches, or sod plugs.

\$ _____ bid **PER HOUR** of labor

22. Road Closures and Maintenance:

Perform various activities related to road closures and maintenance that may include, but are not limited to, installation of appropriate stabilization and water drainage structures such as water bars and/or culverts, ripping of road surfaces to de-compact soils, installation of physical barriers to prevent access, seeding or planting of approved native species, and placement of large boulders and log slash across closed road surfaces.

\$ _____ bid **PER HOUR** of labor

23. Wattles

Place wattles along contours to increase water infiltration and reduce soil erosion to meet erosion control objectives. The distance between wattles will be determined by slope and/or other factors. Wattles will be staked and may be placed in a shallow trench as outlined in the project plan.

\$ _____ bid **PER HOUR** of labor

24. Design Plans

Generate detailed design plans for restoration treatments that may include, but are not limited to, erosion control; repair of headcuts, gulying, channelized flow, wetland dewatering, bed and bank erosion, channel incision and down-cutting; construction of in-stream and off-channel habitats; enhancing aquatic-riparian connection; improvement of water infiltration; wetland/riparian plantings; and land access (maintenance and development). Design plans will include detailed maps, a list of required materials with volumes/quantities, treatment scope and requirements, and specific locations.

\$ _____ bid **PER HOUR** of labor

25. Repair and Rehabilitation of existing restoration treatments

Following completion of an initial stream/wetland/riparian restoration project, repair and rehabilitate existing treatments to ensure long-term success and desired processes and outcomes. This includes inspection of each installation and delivery of a report to the Agency of any work required to maintain the functionality of the installation. Before implementation of any repairs or rehabilitations, the Agency must agree that the work is needed. Repair and rehabilitation may include, but is not limited to, re-stabilization of existing in-stream rock and wood structures, and application of additional materials or structures following stream adjustment (e.g., sedimentation) to the original treatments.

\$ _____ bid **PER HOUR** of labor

26. Fencing

Price shall be provided on a PER HOUR RATE to include wages, equipment needs, travel, per-diem, and equipment use.

Install fencing in a variety of terrain types to meet specific standards as defined in the project plan. Materials required may include, but are not limited to, steel posts, T-posts, wooden posts, and a variety of wire configurations. Fencing may be used to prevent trespass or exclude/facilitate animal access. Some projects will require both materials and labor. In some cases, materials will be provided and the project would only require labor.

\$ _____ bid **PER HOUR** of labor

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27. Project Management

Price shall be provided on a PER HOUR RATE to include wages, equipment needs, travel, per-diem, and equipment use.

Provide direction, oversight, and planning to meet project objectives and ensure quality implementation. Project management responsibilities may include, but are not limited to, field inspections, coordination with contractors and project partners, delineation and marking of project boundaries, generation of periodic reports on project status and final reports, and conducting pre- and post-monitoring.

\$ _____ bid **PER HOUR** of labor

28. Mobilization costs for stream/wetland/riparian treatments and revegetation:

Cost **PER MILE** from Contractor's base of operation to the project site.

\$ _____ **BID PER MILE**

Items' Submission Instructions:

Submission process only - Contact the help line directly at: GSD.SPDeProcurement@state.nm.us if you have any questions or concerns.

Items are located on our website:

https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfNewMexico&tab=PHX_NAV_SourcingOpenForBid&tmstmp=1467214109161.

OR: Hard Copy Submissions:

Bid **should** include the entire ITB with specifications.

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Items (Extended description for each item found on pages above. Indicate work zone choices on page 10):

Item	Approx. Qty.	Unit	Article and Description	Unit Price
001	1.00	HR - Hour	Tree/shrub mechanical cutting.	\$ _____
002	1.00	HR - Hour	Tree/shrub mechanical extraction.	\$ _____
003	1.00	HR - Hour	Plant Materials Sourcing, Manual Collection Transport and Storage	\$ _____
004	1.00	HR - Hour	Plant Materials Sourcing, Mechanical Collection Transport and Storage	\$ _____
005	1.00	HR - Hour	Manual Broadcast Mulching/ Seeding	\$ _____
006	1.00	HR - Hour	Mechanical Broadcast Mulching/ Seeding	\$ _____
007	1.00	HR - Hour	Manual Planting of Tree and Shrub Poles	\$ _____
008	1.00	HR - Hour	Manual Planting of Tree and Shrub Poles(<i>excessive cobble</i>)	\$ _____
009	1.00	HR - Hour	Mechanical Planting of Tree and Shrub Poles	\$ _____
010	1.00	HR - Hour	Mechanical Planting of Tree and Shrub Poles (<i>excessive cobble</i>)	\$ _____
011	1.00	HR - Hour	Manual Planting of Container Trees and Shrubs	\$ _____
012	1.00	HR - Hour	Manual Planting of Container Trees and Shrubs (<i>excessive cobble</i>)	\$ _____
013	1.00	HR - Hour	Mechanical Planting of Container Trees and Shrubs	\$ _____
014	1.00	HR - Hour	Mechanical Planting of Container Trees and Shrubs (<i>excessive cobble</i>)	\$ _____
015	1.00	HR - Hour	Maintenance of Tree and Shrub Plantings	\$ _____
016	1.00	HR - Hour	Planting of Herbaceous Species	\$ _____
017	1.00	HR - Hour	Planting of Herbaceous Species	\$ _____
018	1.00	HR - Hour	Planting of Herbaceous Plantings	\$ _____
019	1.00	HR - Hour	Field Supervision of Plant Collection and Revegetation Activities	\$ _____
020	1.00	HR - Hour	Rock or Wood Structures	\$ _____
021	1.00	HR - Hour	Earthen or Sod Structures	\$ _____
022	1.00	HR - Hour	Road Closures and Maintenance	\$ _____
023	1.00	HR - Hour	Wattles	\$ _____

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
024	1.00	HR - Hour	Design Plans	\$ _____
025	1.00	HR - Hour	Repair and Rehabilitation of existing restoration treatments.	\$ _____
026	1.00	HR - Hour	Fencing	\$ _____
027	1.00	HR - Hour	Project Management	\$ _____
028	1.00	Mile	Mobilization Cost for Stream / Wetland / Riparian treatments and revegetation	\$ _____

****28 Items Total****