

Chaves Soil and Water Conservation District

Project: Salt cedar Extraction Activities

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

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

All proposals must be submitted no later than

July 24th, 4 p.m. MST

Proposals will be awarded

July 31st, 2013

Offerors need not be present.

E-mailed or faxed proposals are not accepted.

Send proposals to:

Chaves Soil and Water Conservation District

Attn: Kelli Van Winkle, Noxious Weeds Coordinator

1011 S. Atkinson

Roswell, NM 88203

575-622-8746 Ext. 108

Request for Proposal Packet Information

The following documents contain the necessary details for submitting a proposal for salt cedar extraction activities on 80 acres in northern Chaves County. The project will consist of mechanical extraction of salt cedar. This may be a multi-contractor project to assure expedition in completion of all work required.

Please provide documentation as requested in Section III (page 11) and any other items necessary for the proposal. Appendix C **MUST BE COMPLETED, SIGNED, AND RETURNED** by the company owner, president or designee. Place proposal documents into an envelope, seal, and clearly indicate this is a response to Saltcedar Extraction Activities Request for Proposal.

The proposals will be opened on June 28th, 2013 , applicants need not be present.

If there are any questions pertaining to this proposal, feel free to contact the Chaves Soil and Water Conservation District (SWCD) office at (575) 622-8746 Ext. 108 and ask for Kelli Van Winkle, Noxious Weeds Coordinator.

All proposals must be received by the procurement manager or designee **NO LATER THAN 4:00 PM MOUNTAIN STANDARD TIME ON July 24th, 2013** at the following address:

Kelli Van Winkle, Noxious Weeds Coordinator
1011 S. Atkinson
Roswell, NM 88203
575-622-8746

Postmarked dates on proposal envelope will not be accepted. Faxed or e-mailed versions of the proposal will not be accepted. Proposals received after this deadline will not be accepted.

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The Chaves Soil and Water Conservation District (SWCD) is requesting proposals for salt cedar extraction activities primarily located on 80 acres in northern Chaves County to assist in the mechanical extraction of salt cedar. This may be a multi-contractor project to assure expedition in completion of all work required.

B. SCOPE OF WORK

The initial scope of work shall consist of:

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 at least two working days before the completion date so the Chaves SWCD can schedule final inspection.
- iii.) The superintendent shall be present during this final inspection.

2. Project Conditions:

- a) Work Limits: Boundaries of the extraction area will be discussed with the contractor prior to the start of work in the project area. Protected areas will be marked and Contractor notified of marking process used and locations applicable. Contractor will be responsible for staying within the extraction boundaries. The contractor will halt all work and contact the Procurement Manager if the boundaries of the contract area are in question. Work will resume once the boundaries of the project area have been identified and are clearly understood by the contractor.
- b) Work Hours: Extraction will be permitted only during daylight hours.
- c) Work Days: Extraction will be permitted every day of the week and holidays.

3. Access:

- a) County and two-track roads provide access to the majority of the project areas. Trailer (lowboy) access may be limited on certain roads. Road access to some parts of the project area may be limited, equipment and service vehicle access will be granted

- entrance (traveling off road) only for the duration of the project. Building of any new roads is strictly prohibited.
- b) Contractor will be responsible for coordinating access with the procurement manager to all areas on public lands. The contractor shall not cause rutting or other damage to public or private roads, and not damage fences or other property.
 - c) Roads within the project area may be unimproved. Wet weather conditions can render these roads as impassable until the road surface dries out.
 - d) During extended periods of wet weather conditions, the Procurement Manager may elect to suspend project activities to prevent damage to roads and the project area surface. The contractor will not be penalized for the days suspended in the performance period.
 - e) The contractor shall ensure that all closed gates within a project area remain closed during the contract.
4. Fire Precautions:
Contractor will be required to abide by any fire restrictions that may be in effect throughout the duration of the contract. Contractor will be notified of any restrictions by the procurement manager prior to or during the performance of the contract.
5. Permits:
Contractor is responsible for obtaining any transportation permits from the Highway Department as needed.
6. Safety Considerations:
Applicable one call” (1-800-321-2538) inquiries should be made 48 hours prior start of the project to determine the description and location of any underground hazards or infrastructure that could pose a danger to, and liability for, buried pipelines, cables, etc. In addition, the Contractor will be required to carry the necessary liability insurance for the project.
7. Specific Tasks:
 - a) Removal of salt cedar by method of mechanical extraction.
 - b) Pile extracted material in a manner that allows burning at a later date.
 - c) Ensure roads, trails, fence lines, water lines, and stock tanks are clear of extracted material.
 - d) Limit ground disturbance by backfilling deep extraction holes, and ruts created by machinery.
8. Special Treatment Requirements:
 - a) Prior to extraction, the contractor shall visually inspect area for wildlife nests. If present, the Contractor shall confer with the procurement manager before extraction.
 - b) Extracted material shall be removed from all access roads and trails, unless otherwise designated by the procurement manager. Extracted material will be removed from within fifteen (15’) feet of any fence or access road.
 - c) The Contractor shall be liable for any damage caused by extraction to fences in the project areas not targeted for abandonment.
 - d) The Contractor shall ensure access to livestock water troughs are not impeded by slash or piles.
 - e) All piles of extracted material will be piled in areas devoid of heavy ground cover. Areas/trees marked to be avoided will also not have piles of extracted

material within fifteen (15') in order to prevent damage during future burning (e.g., cottonwood trees may require the distance of piles away from the tree equal to the tree crown diameter).

9. Inspection:

- a) The Chaves SWCD will make periodic inspections for acceptance and payment, and recommendations for adjustments in work quality while work is in progress. The Contractor and, or any sub-contractor is encouraged to observe inspections while they are being made.
- b) Inspections for compliance with contract specifications will be made for work units reported as completed by the Contractor.
- c) The following items will be inspection for quality and compliance with contract specifications and may be documented through logs and/or photographs:
 - i.) Proper extraction, piling of target species;
 - ii.) Protection of leave trees and patches, fences, and other structures or improvements;
 - iii.) Proper placement of extracted material piled in areas devoid of heavy ground cover and away from any leave trees or leave areas to prevent damage during future burning.
 - iv.) Undue surface disturbances that result in deep extraction holes, turning areas by heavy machinery, bank destabilization, etc.

10. Quality Assurance and Acceptance Surveillance Plan:

Acceptance of completed work performed, will be based on the following measures:

- a) Removal of 85 to 90% of specified species from project area by ocular observation;
- b) Ocular observations that 85% of all burn piles or windrows are not too large, and are piled in such a manner they will consume during future burning;
- c) Ensure roads, trails, fence lines, and stock tanks are clear of extracted material 95%;
- d) Limit ground disturbance by backfilling deep extraction holes and ruts created by machinery 75%.

11. Unsatisfactory Work:

- a) If any of the work done by the Contractor does not conform to contract requirements, the Government may require the Contractor to perform the work again in conformity with contract requirements at no increase in contract amount. When the defect in work cannot be corrected by re-performance, the Government may:
 - i.) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - ii.) Reduce the contract price to reflect the reduced value of the work performed.
- b) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may:
 - i.) By contract or otherwise, perform the work and charge to the Contractor any cost incurred by the Government that is directly related to the performance of the work; or
 - ii.) Terminate the Contract for default.

C. SCOPE OF PROCUREMENT

- 1) The initial contract(s) shall begin on August 8th, 2013 or as soon as possible thereafter and end on September 27th, 2013.
- 2) The Chaves 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 saltcedar extraction. In no case will the contract(s), including all renewals thereof, exceed a total of 4 (four) years in duration.
- 3) Prior to work being assigned under contract, a quote may or may not be requested by the Chaves SWCD. Due to the cost fluctuation of fuel costs, the price per acre on saltcedar extraction quoted by the Contractor will not deviate more than \$200.00 per acre either way of the amount agreed to in the original contract. If the cost of fuel has deviated beyond the \$200.00 per acre, a new request for proposal will be issued by the Chaves SWCD; and this contract will be null and void.

D. PROCUREMENT MANAGER

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

Kelli Van Winkle, Noxious Weeds Coordinator
Chaves Soil and Water Conservation District
1011 S. Atkinson, Roswell, NM 88203
575-622-8746 Ext. 108
E-mail: kelli_vanwinkle@yahoo.com

All deliveries via express carrier should be addressed as follows:

Kelli Van Winkle, Noxious Weeds Coordinator
Chaves Soil and Water Conservation District
1011 S. Atkinson, Roswell, NM 88203

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 Chaves SWCD.

E. DEFINITION OF TERMINOLOGY

1. This section contains definitions and abbreviations that are used throughout this procurement document:
 - a) "Chaves SWCD or CSWCD"- Chaves Soil and Water Conservation District
 - b) "Close of Business"- 4:30 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given
 - c) "Contract"-a written agreement for the procurement of items of tangible personal property or services
 - d) "Contractor"-a successful offeror who enters into a binding contract
 - e) "Determination"-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.

- f) "Desirable"-terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory")
 - g) "Evaluation Committee"-a body appointed by the Chaves SWCD board of supervisors to perform the evaluation of offeror proposals
 - h) "Evaluation Committee Report"-a document prepared by the Procurement Manager and the Evaluation Committee for submission to the Chaves SWCD board of supervisors for contract award. It contains all written determinations resulting from the procurement
 - i) "Finalist"-defines 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
 - j) "Mandatory"-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
 - k) "Offeror"-any person, corporation, or partnership who chooses to submit a proposal
 - l) "Procurement Manager"-the person or designee authorized by the Chaves SWCD to manage or administer a procurement requiring the evaluation of competitive sealed proposals
 - m) "Request for Proposals" or "RFP"-all documents, including those attached or incorporated by reference, used for soliciting proposals.
 - n) "Responsible Offeror"-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
 - o) "Responsive Offer" or "Responsive Proposal"-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.
2. This section contains definitions and terminology to be used throughout this project:
- a) "Leave Tree"-a tree noted during inspection of the area as a non-target tree species such as cottonwood and willow that will not be extricated and the following:
 - i.) All hardwood trees and snags
 - ii.) Any tree having survey marks or signs
 - iii.) All trees along fence lines that have fence wire attached to them (unless directed otherwise by Procurement Manager)
 - iv.) Any groups of trees in a leave patch as marked
 - v.) Any individual trees marked
 - b) "Extrication Process"-is the removal of target species and root system (mechanically pulling) with minimal soil disturbance
 - c) "Leave Patch"-a group of trees
 - d) "Snag"-trees that are dead or showing clear signs of low vigor because of disease or other factors, except the target species that will be removed

- e) "Slash"-residual tree parts such as limbs, roots, branches, boles, needles or leaves that have been left as a result of a tree extraction operation
- f) "Pile"-extracted trees and slash stacked in a point location not to exceed twenty (20'x20') feet in diameter and ten (10') feet in height
- g) "Windrow"-a linear pile of extracted trees and slash not to exceed thirty (30') feet in length, ten (10') feet in width, and ten (10') feet in height
- h) "Wildlife Cover"-extracted piles of trees and slash intentionally left for wildlife use
- i) "Wet Weather Conditions"-significant amounts of rain or snow received throughout the duration of the contract

II. CONDITIONS GOVERNING THE PROCUREMENT

A. SEQUENCE OF EVENTS

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

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1. Issue of RFP	Chaves SWCD	06/28/13
2. Site Visit	Potential Offerors	07/10/13
3. Submission of Acknowledgement of Receipt Form	Potential Offerors	07/12/2013
4. Submission of Proposal	Potential Offerors	07/24/13
5. Proposal Evaluation	Evaluation Committee	07/29/13
6. Selection of Finalists	Chaves SWCD Board of Supervisors	7/31/13
7. Award & Finalize Contract	Procurement Manger	7/31/13 thru 8/5/13
8. Protest Deadline	Chaves SWCD Board of Supervisors	8/15/13

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 Chaves SWCD.
- 2) Site Visit – Potential Offerors are asked to attend the site visit, held on Tuesday, July 9th, 2013 with a possibility of another visit on July 10th, if needed. Please meet at the Chaves SWCD office (1011 S. Atkinson, Roswell, NM at 8:30 am. Please RSVP to our office at (575-622-8746 Ext. 108) no later than close of business Tuesday, July 9th, 2013 if you plan to attend the site visit.
- 3) Submission of Acknowledgement of Receipt Form – Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, (APPENDIX A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 4:00 pm MST or MDT on July 12th, 2013

4) **Submission of Proposal - ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 4:00 PM MOUNTAIN STANDARD TIME ON July 24th, 2013.**

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 E. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to Saltcedar Extraction Activities Request for Proposals. 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.

1. **Proposal Evaluation** - The evaluation of proposals will be performed by an evaluation committee appointed by Chaves SWCD board of supervisors. This process will take place on July 29th, 2013. During 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.
2. **Selection of Finalists** - The CSWCD Board of Supervisors will select finalist(s) on July 31st, 2013. Only finalists will be invited to participate in the subsequent steps of the procurement.
3. **Award & Finalize Contract(s)** - After selection is made by Chaves SWCD Board of Supervisors, Procurement Manager will notify the finalist(s) and provide an offer no later than July 31st, 2013. The contract(s) shall be awarded to the offeror 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 July 31st, 2013 August 5th, 2013. In the event that mutually agreeable terms cannot be reached within the time specified, the Chaves SWCD reserves the right to finalize a contract with the next most advantageous offeror(s) without undertaking a new procurement process.
4. **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 August 15th, 2013. 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 Chaves SWCD. The protest must be delivered to the Chaves SWCD board of supervisors.

**Chaves Soil and Water Conservation District
1011 S. Atkinson
Roswell, NM 88203**

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.

- 5) 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.
- 6) 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.
 - a) Prime Contractor Responsibility - The Chaves SWCD will consider a proposal from multiple contractors in the form of a joint venture response to the RFP. If accepted, the Chaves 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 Chaves SWCD will accept no more than five (5) multiple prime contractors in a single joint venture proposal.
- 7) 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.
- 8) 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 Chaves SWCD personnel will not merge, collate, or assemble proposal materials.
- 9) 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 Chaves 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 Chaves 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 Chaves 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 Chaves SWCD's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.
12. Legal Review - The Chaves SWCD requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror 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 Chaves SWCD in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of offeror proposals.
15. Contract Terms and Conditions - The contract between the Chaves SWCD and a contractor(s) will follow the format specified by the Chaves SWCD and contain the terms and conditions set forth in Appendix B, "Contract Terms and Conditions". However, the Chaves 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 offeror object to any of the Chaves SWCD's terms and conditions, as contained in this Section or in Appendix B – Draft Contract, that offeror must propose specific alternative language. The Chaves 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 Chaves SWCD and will result in disqualification of the offeror's proposal.

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

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 Chaves SWCD.
17. Contract Deviations - Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Chaves 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 Chaves SWCD reserves the right to request a change in contractor representatives if the assigned representatives are not, in the opinion of the Chaves 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. Chaves SWCD Rights - The Chaves SWCD in agreement with the Evaluation Committee 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 Chaves 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 Chaves 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.
25. Confidentiality - Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of Chaves SWCD.
26. Campaign Contribution Disclosure Form - Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (APPENDIX B) as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor. Failure to complete and return the signed unaltered form will result in disqualification.

27. Conflict of Interest; Governmental Conduct Act - The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors may submit two (2) separate proposals, if desired. The Chaves SWCD is not recommending or suggesting that offerors submit multiple proposals. The Chaves 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) Signed Letter of Transmittal
- b) Proposal Summary (Optional)
- c) Response to Mandatory Specifications (Sec. IV, Paragraph A)
- d) Completed "Summary of Proposed Rates" Form (Appendix C)
 - e) Response to Chaves SWCD Terms and Conditions (Sec. II, Paragraph C)
- f) Offeror's Additional Terms and Conditions
- g) Completed Cost Response Forms
- h) Resident Vendor or Resident Veteran Certification (if applicable)
- i) Resident Veterans Preference Certification (if applicable)
- j) 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;
 - a) identify the name and title of the person authorized by the organization to contractually obligate the organization;
 - b) identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;
 - c) identify the names, titles and telephone numbers of persons to be contacted for clarification;
 - d) explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C.1;
 - e) be signed by the person authorized to contractually obligate the organization;
 - f) 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

- 2) 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 to saltcedar extraction activities.
- 3) 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 Contractor'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 saltcedar extraction activities.
4. Cost - Offerors must propose one firm, fixed, fully-loaded rate per acre on the proposal cost form in Appendix C. The firm, fixed, fully-loaded rate will include personnel, fuel, maintenance fees, and 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
Cost	Thirty (30) points
Past Record Performance	Fifteen (15) points
Capacity and Capability	Fifteen (15) points
Familiarity with Project Area	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 saltcedar extraction activities.
2. Cost - Price per acre for mechanical extraction.
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. Capacity and Capability - Capacity and capability of the business to perform the work, including any specialized services, within the time limitations.
5. Familiarity with Project Area - Proximity to or familiarity with the area in which the project is located.
6. Resident Business or Resident Veterans Preference (if applicable) – To be awarded the points Offerors must include a copy of their preference certificate in this section. In addition for resident Veterans Preference the attached certification form APPENDIX D must accompany any submitted proposal and any business wishing to receive the preference must complete and sign the form.

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 II, 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 Chaves 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

APPENDIX A

REQUESTS FOR PROPOSALS

Saltcedar Extraction Activities

ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on Wednesday, July 12th, 2013. 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 Chaves SWCD's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

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

Kelli Van Winkle, Noxious Weeds Coordinator
1011 S. Atkinson
Roswell, NM 88203
575-622-8746
575-625-0730 Fax
kelli_vanwinkle@yahoo.com

CAMPAIGN CONTRIBUTION DISCLOSURE FORM APPENDIX B

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM APPENDIX B

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

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

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

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

Signature

Date

Title (Position)

SUMMARY OF PROPOSED RATES

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 Chaves SWCD.

SERVICE CLASSIFICATION	RATE PER ACRE
Rate per acre (80 Acre Project)	_____

Offeror Name: _____
(please print)

Company: _____
(please print)

Signature: _____

Date: _____

RESIDENT VETERANS PREFERENCE CERTIFICATION

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans’ preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1st and ending December 31st is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business’ application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”

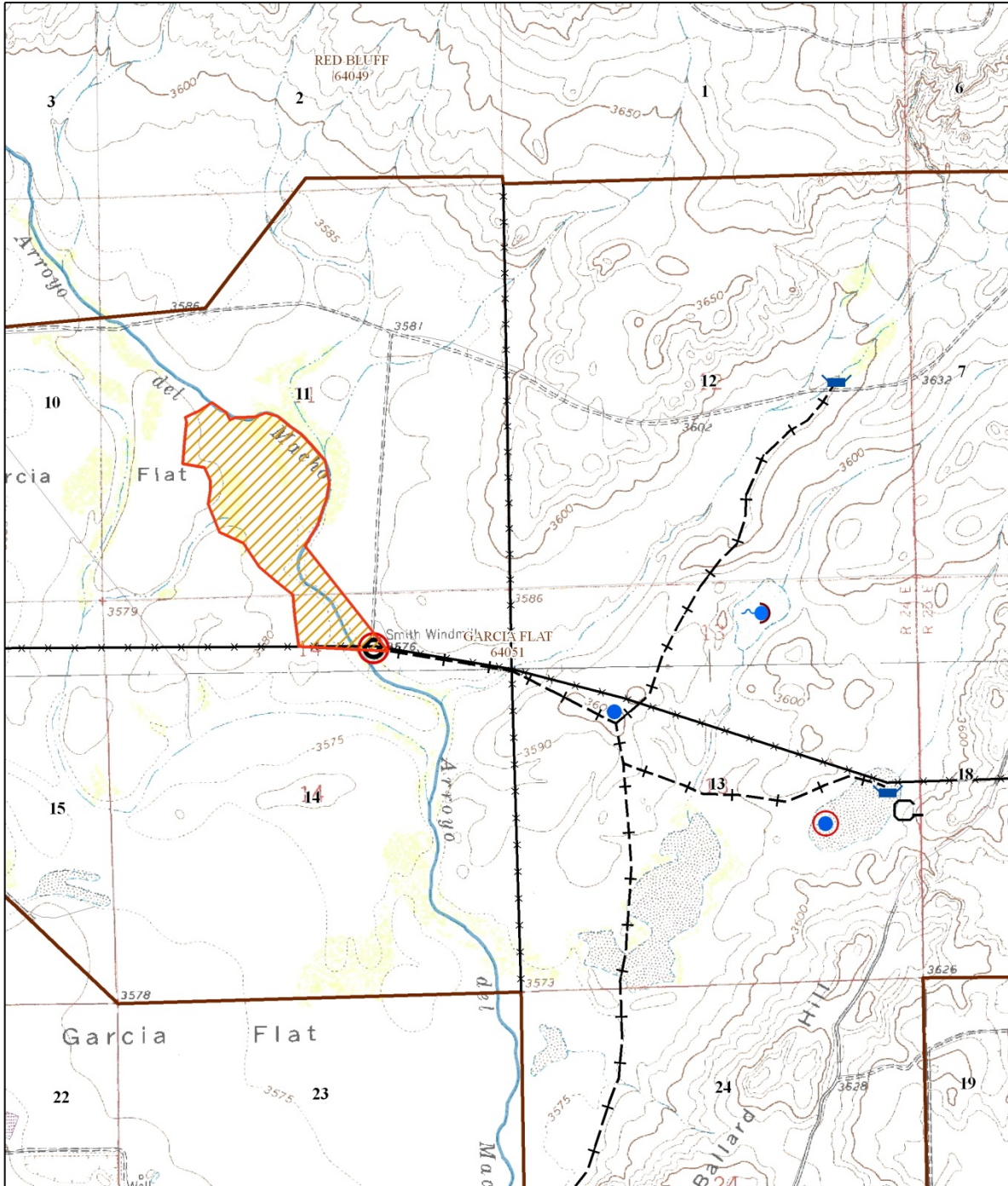
I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*
*Must be an authorized signatory for the Business

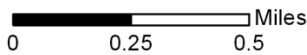
(Date)

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

Proposed 2013 Garcia Flat Salt Cedar Extraction



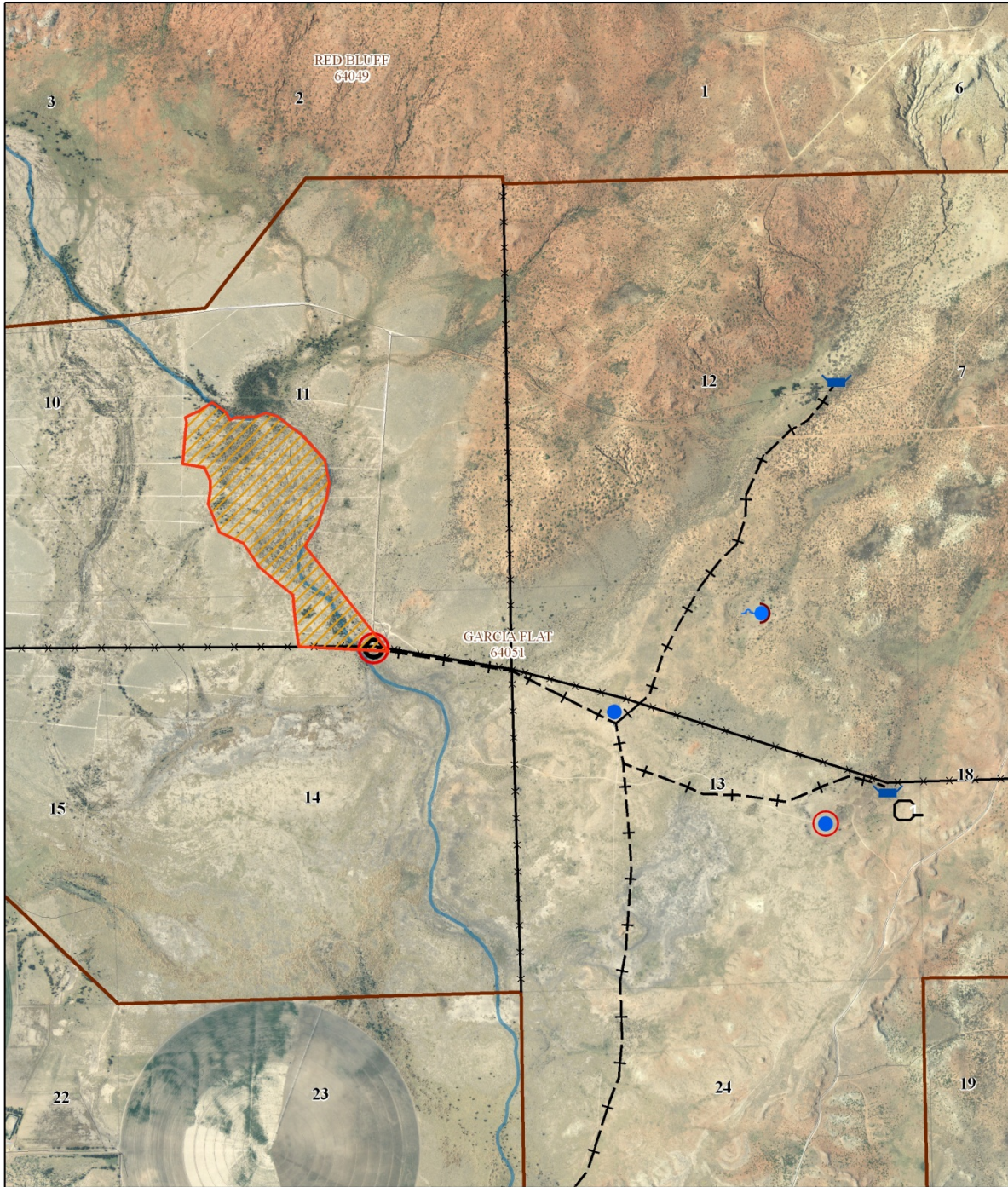
No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources and may be updated without notification.



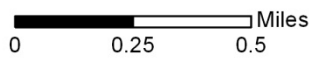
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Proposed 2013 Garcia Flat Salt Cedar Extraction



No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources and may be updated w/out notification.



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