

BIDDING DOCUMENTS

for the

PUEBLO DE SAN ILDEFONSO BOSQUE MASTICATION PROJECT



RFP # SI-RFP-24-008

Release Date: October 25, 2024

Send any questions regarding the Scope of Work, Bidding Documents or RFP process to the Natural Resources Department Manager, Kate Bohannon at (505) 252-5835 or via email at natural.resources@sanipueblo.org

**Bid Due Date and Location: Wednesday, November 6, 2024
no later than 3:00 p.m.**

**Pueblo de San Ildefonso, Administration Building
C/O Tribal Administrator
02 Tunyo Po, Santa Fe, NM 87501**

It is the responsibility of prospective proposers
to check Pueblo website for any Addenda

Website Address: www.sanipueblo.org

Bidding Documents and subsequent addenda are available under the
'JOBS/RFPs' tab on the home page of the website

TABLE OF CONTENTS

CONTRACT DOCUMENTS

Advertisement for Bids	1 page
Instructions to Bidders (EJCDC C-200)	10 pages
Bid Form (EJCDC C-410)	5 pages
Bidder’s Qualifications Statement	5 pages
Pueblo Standard Contract.....	11 pages

EXHIBITS

- Exhibit A – Map of Project Area
- Exhibit B – Best Management Practices (BMPs)

ADVERTISEMENT FOR BIDS

PUEBLO DE SAN ILDEFONSO BOSQUE MASTICATION PROJECT

RFP # SI-RFP-24-008

Bids for the bosque mastication project to remove invasive species from along the Rio Grande on Pueblo de San Ildefonso land will be received by the Pueblo at: Pueblo de San Ildefonso, Administration Building, C/O Tribal Administrator, 02 Tunyo Po, Santa Fe, NM 87501 until 3:00 p.m. (Local Time), Wednesday, November 6, 2024.

Project Description: This project consists of the mechanical removal of invasive species via mastication within approximately 84 acres of land along the Rio Grande and within the Pueblo de San Ildefonso boundaries per the maps and BMPs provided in the Bidding Documents.

The Bidding Documents, and any subsequent addenda, may be obtained from the Pueblo's website: www.sanipueblo.org, via the JOBS/RFPS tab of the home page. Bidders are responsible for monitoring the website referenced above for notifications of changes and addenda related to these projects.

Please direct any questions regarding the Scope of Work, Bidding Documents or the RFP process to the Natural Resources Department Manager, Kate Bohannon at (505) 252-5835 or via email at natural.resources@sanipueblo.org

INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

	Page
ARTICLE 1 – Defined Terms	1
ARTICLE 2 – Copies of Bidding Documents	2
ARTICLE 3 – Qualifications of Bidders	2
ARTICLE 4 – Site and Other Areas; Existing Site Conditions; Examination of Site; Owner’s Safety Program; Other Work at the Site	3
ARTICLE 5 – Bidder’s Representations	4
ARTICLE 6 – Pre-Bid Conference.....	4
ARTICLE 7 – Interpretations and Addenda	4
ARTICLE 8 – Bid Security.....	5
ARTICLE 9 – Contract Times	5
ARTICLE 10 – Liquidated Damages.....	5
ARTICLE 11 – Substitute and “Or-Equal” Items.....	5
ARTICLE 12 – Subcontractors, Suppliers, and Others.....	5
ARTICLE 13 – Preparation of Bid	6
ARTICLE 14 – Basis of Bid	7
ARTICLE 15 – Submittal of Bid	7
ARTICLE 16 – Modification and Withdrawal of Bid	8
ARTICLE 17 – Opening of Bids	8
ARTICLE 18 – Bids to Remain Subject to Acceptance.....	8
ARTICLE 19 – Evaluation of Bids and Award of Contract	8
ARTICLE 20 – Bonds and Insurance	9
ARTICLE 21 – Signing of Agreement	9
ARTICLE 22 – Sales and Use Taxes.....	10
ARTICLE 23 – Retainage.....	10

ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated below:

- A. *Addenda* — Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
- B. *Advertisement for Bids* — The instrument used for publishing opportunity for Contractors to bid on the Project; and includes important information about Bid submittal due date and location where Bids must be received.
- C. *Agreement* — The written instrument (Contract), executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and designates the specific items that are Contract Documents.
- D. *Bid* — The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- E. *Bidder*—An individual or entity that submits a Bid to Owner.
- F. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
- G. *Bidding Requirements* — The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
- H. *Contract Documents* — The Construction Agreement, Bid Form (EJCDC C-410), Payment and Performance Bonds and Certificate of Insurance referenced in the Contract, Technical Specifications, Drawings, Addenda, and any other attachments to the Agreement, which together comprise the Contract.
- I. *Contract Price* — The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
- J. *Contract Times* — The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
- K. *Contractor* — The individual or entity with which Owner has contracted for performance of the Work.
- L. *Issuing Office* — The office from which the Bidding Documents are to be issued.
- M. *Owner* — The Pueblo de San Ildefonso.
- N. *Pueblo* — The Pueblo de San Ildefonso.
- O. *Substantial Completion* — The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Owner, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.
- P. *Successful Bidder* — The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained via the Pueblo’s website (www.sanipueblo.org) via the JOBS/RFP tab of the home page. Bidders are responsible for monitoring the website referenced above for notifications of changes and addenda related to this project.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Bidding Documents in electronic media format are furnished to bidding contractors for the sole purpose of preparing bids, and not for construction. The selected construction Contractor shall not rely on files provided in electronic media format for construction but rather hard copies of such data provided by the Owner upon award of the Contract.
- 2.04 Owner, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids for the Work and does not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 Prior to bidding on the Project, Bidder must carry all licenses required under New Mexico state law to complete the Work, and be duly registered with the New Mexico Department of Workforce Solutions (NMDWS) with an “Active” status. Refer to Title 14 Housing and Construction of the New Mexico Administrative Code (NMAC), Chapter 6, Part 6, for a listing of classifications of licenses and certificates issued by the Construction Industries Division (CID) of the New Mexico Regulation and Licensing Department required by law to perform the Work. All Subcontractors must carry all licenses required under New Mexico state law to complete the work which they are to perform. Bidder and all Subcontractors must be properly licensed according to the requirements of the Construction Industries Licensing Act, Chapter 60, Article 12 NMSA 1978 and ensure that such licenses shall remain in effect for the duration of the Work and warranty periods. All tiers of Subcontractors whose portion of the Work is valued at greater than \$60,000 must also be duly registered with the NMDWS prior to submittal of Bid, per related article below regarding NMDWS Registration. All electrical work, whether performed by Bidder or Bidder’s Subcontractor, shall be performed by a licensed electrician.
- 3.02 To demonstrate Bidder’s qualifications to perform the Work, the Bidder determined to have presented the lowest qualified Bid shall complete and submit the Bidder’s Qualifications Statement included in the Bidding Documents along with all supporting data to the Owner within 48 hours of request by Owner, which will be used in the evaluation of the Bid prior to Award, as stipulated in Article 19 of these Instructions to Bidders. The Bidder may be considered non-responsive if the Bidder’s Qualifications Statement is not submitted in a timely manner.
- 3.03 A Bidder’s failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.04 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder’s qualifications.
- 3.05 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder’s representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

- A. Subsurface and Physical Conditions

Not applicable.

- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner by owners of such Underground Facilities, including Owner, or others.

4.03 *Site Visit and Testing by Bidders*

- A. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner’s authority regarding the Site and/or availability of staff to accompany Bidder. Bidder is forbidden from entering the Site without prior permission from Tribal Administration.
- B. If Bidder wishes to visit the Site prior to preparation of Bid, Bidder shall coordinate directly with the Natural Resources Department Manager.
- C. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner’s Safety Program*

- A. Site visits and work at the Site may be governed by Owner safety regulations.

4.05 *Other Work at the Site*

- A. If Owner is party to a written contract for other work associated with either building, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER’S REPRESENTATIONS

- 5.01 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
 - B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
 - D. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs;
 - E. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
 - F. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - G. promptly give Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Owner is acceptable to Bidder;
 - H. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
 - I. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

- 6.01 There will not be a Pre-Bid Conference.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 It is the sole responsibility of Bidder to monitor the Pueblo’s website referenced above for notifications of changes and addenda related to this project. Bidder must acknowledge receipt of any and all addenda on the Bid Form.
- 7.02 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing. Interpretations or clarifications considered necessary by Owner in response to

such questions will be issued by Addenda and posted to the Pueblo's website (www.sanipueblo.org) via the JOBS/RFP tab of the home page. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.03 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

8.01 There will be no Bid Security required for the present project.

ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Contract.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Contract.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Owner authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Owner until after the Effective Date of the Contract.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 A List of Proposed Subcontractors shall be a required attachment to the Bid Proposal, the Bidder is required to identify all Subcontractors whose subcontracted work surpasses the Subcontractor listing threshold of five thousand dollars (\$5,000).

12.02 If the Bidder fails to specify a Subcontractor in excess of the listing threshold, the Bidder represents that the Bidder, as the prime Contractor, is fully qualified to perform that portion of the Work. For each such listed Subcontractor, the Bidder shall include the following information:

- A. the name of Subcontractor that will perform work or labor or render service on the project identified in the Contract Documents and the city or county of its principal place of business; and
- B. the category of the work that will be done by each Subcontractor; only one Subcontractor may be listed for each category of work as defined by the Bidder.

- 12.03 Contractor shall not substitute any person as Subcontractor in place of those identified on the List or Proposed Subcontractors without prior approval from Owner.
- 12.04 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.05 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.06 If requested by Owner, the apparent Successful Bidder shall provide to Owner an experience statement with pertinent information regarding similar projects and other evidence of qualification for each proposed Subcontractor, Supplier, or other individual or entity. If Owner, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, without an increase in Bid price.
- 12.07 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner subject to subsequent revocation of such acceptance on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- 13.02 Any cost incurred by the Bidder in preparation, transmittal, and/or presentation of any Bid or related material submitted shall be borne solely by the Bidder.
- 13.03 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.05 A Bid by an individual shall show the Bidder's name and official address.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid Schedule Breakdown spreadsheet for each Project.
- B. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.02 *Allowances*

- A. For cash allowances, when not already identified on the Bid Form, the Bid price shall include such amounts for Contractor's overhead, costs, profit, business registration, and other expenses on account of cash allowances, if any, named in the Contract Documents.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 Bidder shall submit the completed Bid Form together with the Bid security and other documents required to be submitted together with Bid under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "**BID ENCLOSED for the PUEBLO DE SAN ILDEFONSO BOSQUE MASTICATION PROJECT.**" A mailed Bid shall be addressed to:

Pueblo de San Ildefonso
Administration Building
C/O Tribal Administrator
02 Tunyo Po
Santa Fe, NM 87501

- 15.03 Bids received after the date and time prescribed for the opening of bids on the Advertisement for Bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid, per the Pueblo's procurement laws. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid. The Owner reserves the right to waive irregularities in a Bid, and to accept or further negotiate cost, terms, or conditions of any Bid determined by the Pueblo to be in its best interests.
- 19.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project. The Additive and/or Deductive Bid Items, as well as Alternate Bid Items are listed in order of priority on the Bid Form. Award will be made to the lowest responsible and responsive Bidder that offers the lowest aggregate amount for the Base Bid, plus or minus (in the order stated in the list of priorities on the Bid Form)

those Additive or Deductive Bid Items, respectively, and Alternate Bid Items (if applicable) that fit within the funds determined available, and are in the Owner's best interests. However, in the case of additive bid items, if adding another item from the bid schedule list of priorities would make the award exceed the available funds for all Bidders, the Owner reserves the right to skip that item and go to the next item from the list of Additive Bid Items. Ultimately, all Bids will be evaluated on the basis of the same Base Bid plus Additive or Deductive, and Alternate Bid Items.

- C. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.
- 19.06 A five percent (5%) Native American Owned Business preference will be applied by adding 5% to all non-Native American contractors' bid amounts for the purpose of cost comparison. However, only the actual bid amount will be used in the Agreement. Any Bidder wishing to be considered for the Native American Owned Business preference must provide documentation of eligibility with his or her Bid proposal. The 5% Native American Owned Business preference is available to all prime contractors who demonstrate Native American ownership / preference status in accordance with their own Tribe's laws.
- 19.07 If the Contract is to be awarded, Owner will award the Contract to the responsible Bidder whose Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest, after any preference is considered, as applicable.
- 19.08 Protests:
- A. Any Bidder, Offeror, or Contractor who is aggrieved in connection with this procurement (Bid) may protest to the Owner in accordance with the Owners' requirements. The protest should be made in writing within twenty-four (24) hours after knowledge of the facts or occurrences giving rise thereto, but in no case more than fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest.

ARTICLE 20 – BONDS AND INSURANCE

- 20.01 The Construction Agreement (Contract) sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and

deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents.

ARTICLE 22 – SALES AND USE TAXES

22.01 The Work is subject to the applicable Pueblo de San Ildefonso Gross Receipts Tax, currently at 7.00%. Contractor shall be responsible for submitting the Gross Receipts Tax. Final payment shall be made only upon the full acceptance of Owner.

22.02 Gross Receipts Tax shall be included in the Bid Form.

ARTICLE 23 – RETAINAGE

23.01 No Retainage will be held for the present project.

BID FORM
PUEBLO DE SAN ILDEFONSO
BOSQUE MASTICATION PROJECT

RFP # SI-RFP-24-008

TABLE OF CONTENTS

	Page
ARTICLE 1 – Bid Recipient.....	1
ARTICLE 2 – Bidder’s Acknowledgements	1
ARTICLE 3 – Bidder’s Representations	2
ARTICLE 4 – Bidder’s Certification.....	3
ARTICLE 5 – Basis of Bid.....	3
ARTICLE 6 – Time of Completion	4
ARTICLE 7 – Attachments to this Bid.....	4
ARTICLE 8 – Bid Submittal	4

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:
Pueblo de San Ildefonso
Administration Building
C/O Tribal Administrator
02 Tunyo Po
Santa Fe, NM 87501

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date	Addendum No.	Addendum Date

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.
- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Owner is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete all the Work in accordance with the Contract Documents, for the following price(s):

A, Bidder will perform the following Work at the indicated unit prices (not including tax):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mechanical mastication of invasive species per BMPs within the Project Area (includes all related costs such as mobilization, profit, overhead, etc.	Acre	84	\$	\$

Subtotal of Bid (without tax): \$ _____

Applicable NMGR at 7.00% \$ _____

TOTAL OF BID (with tax): \$ _____

IN WORDS: _____

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Contract.

6.02 Bidder accepts the provisions of the Contract as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. List of Proposed Subcontractors (if applicable);
- B. New Mexico Contractor's License No.: _____;
- C. Documentation of eligibility for Native American Owned Business preference status (if applicable).

ARTICLE 8 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature] _____

[Printed name] _____

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

New Mexico Department of Workforce Solutions Registration No. _____

Is Bidder eligible for Native American Owned Business Preference as defined in the Instructions to Bidders?

Yes _____

No _____

If yes, attach documentation of Native American Owned Business Preference eligibility.

BIDDER'S QUALIFICATIONS STATEMENT

PROJECT TITLE: Pueblo de San Ildefonso Bosque Mastication Project

SUBMITTED BY: _____
(Print or Type Name of Bidder)

ADDRESS: _____

The undersigned certifies the truth and correctness of all statements and of all answers to questions made hereinafter. Use additional sheets for any responses, as necessary.

1. How many years has your organization been in business? _____

2. How many years has your organization been in business under its present name? _____

3. If a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's Name: _____

d. Vice President's Name: _____

c. Secretary or Clerk's Name: _____

d. Treasurer's Name: _____

4. If individual or partnership, answer the following:

a. Date of Organization: _____

b. Name and Address of all Partners:
(State if general or limited partnership)

5. If other than corporation or partnership, describe organization and name principals. _____

6. Do you plan to subcontract any part of this Project? _____ If so, briefly describe below and identify subcontractors on the List of Proposed Subcontractors form included in these Contract Documents, that meet the listing threshold. _____

7. Has any construction contract to which you have been a party, or any subcontractor identified on the List of Proposed Subcontractors form has been a party, been terminated for convenience or for cause; have you ever been debarred from contracting with any entity, public or private; have you ever terminated work on a project prior to its completion for any reason; have you ever filed a claim for disputed work; has any owner or prime contractor to which you've provided a performance bond ever put your surety on notice of their intent to terminate; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with the contract for which they furnished a bond on your behalf; has any subcontractor or supplier ever placed a claim against your payment bond; have you been late in completing a project during the last five years resulting in the assessment of liquidated damages? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of subcontractor (if applicable), owner, architect or engineer, and surety, and name and date of project. _____

12. List the states and categories of construction in which your organization is legally qualified to do business. Include all license classifications your organization possesses in the State of New Mexico, as stipulated in the New Mexico Administrative Code (NMAC), Title 14, Chapter 6, Part 6. _____

13. List name, address, and telephone number of an individual who represents each of the following and who may be contacted for a financial reference.

a. A surety: _____

b. A bank: _____

c. A major material supplier: _____

14. Identify the equipment that Bidder intends to use to complete the present Project.

Dated this _____ day of _____ 20_____

Bidder: _____
(Print or Type Name of Bidder)

By: _____

Title: _____

(Seal, if Corporation)



Pueblo de San Ildefonso
Office of the Governor

BOSQUE MASTICATION PROJECT

BIA - BIL SUPPLEMENTAL AND NOXIOUS WEEDS FUNDING

CONTRACT # _____

This Construction Agreement (“Contract”) is entered into by and between the Pueblo de San Ildefonso (“Owner”) by and through its authorized representative, Christopher A. Moquino, Governor and _____ (“Contractor”). The Owner and Contractor agree as follows:

ARTICLE 1: SCOPE OF WORK

- A. The term “Scope of Work” is intended to include items necessary for the proper execution and completion of the Scope of Work and also to include all Work which may be reasonably inferred from the documents referenced in this Contract (“Contract Documents”) and the description of the Work as being necessary to produce the intended results. The Scope of Work is set forth in Exhibits A and B.

ARTICLE 2: CONTRACT DOCUMENTS

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Natural Resources Department Manager. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work, under the Contract Documents to the Natural Resources Department Manager. The Natural Resources Department Manager will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

- C. The Natural Resources Department Manager will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by the Natural Resources Department Manager or its consultants.

ARTICLE 3: COMMENCEMENT AND COMPLETION

- A. The Work to be performed under this Contract shall commence on or before _____, and be substantially completed within 120 calendar days from commencement date, and completed and ready for final payment within 15 calendar days from the substantial completion date. The Contractor shall develop a progress schedule and submit to the Owner for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Owner and/or Natural Resources Department Manager. The Contractor shall update and submit the progress schedule to the Owner and Natural Resources Department Manager each month. The Owner may withhold payment if the Contractor fails to submit the schedule.
- B. Except as otherwise required for the safety or protection of persons, all Work performed within the boundaries of the Pueblo shall be performed between the hours of 6:00 a.m. and 5:00 p.m., Monday through Friday, on days other than Federal or Tribal recognized holidays, unless otherwise agreed to in writing by the Owner. While performing the Work, Contractor will use all available means to limit and minimize the amount of disruption and or interference with business operations.
- C. If Owner, Natural Resources Department Manager, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.

ARTICLE 4: CONTRACT AMOUNT AND PAYMENTS

- A. The Owner shall pay the Contractor for all Work, at prices stated in Contractor's Bid, attached hereto as an exhibit, with an estimated total of all unit price work equivalent to \$ _____, exclusive of applicable tax. Taxes shall be applied at the Pueblo de San Ildefonso Gross Receipts Tax rate of 7.00%, equivalent to \$ _____. Therefore, the total Contract Price will be \$ _____, inclusive of all expenses and applicable tax, for the satisfactory performance of Work in no more often than monthly progress payments per actual Work completed to date.

- B. The Work is subject to the Pueblo de San Ildefonso Gross Receipts Tax. Contractor shall be responsible for submitting the Gross Receipts Tax. Final payment shall be made only upon the full acceptance of Owner. The making of the final payment shall not release Contractor of any of the obligations of Contractor set forth in this Contract.
- C. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements set forth herein. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$500.00 for each day that expires after the Contract Time for substantial completion.
- D. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.
- E. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.
- F. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- G. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- H. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- I. The acceptance of final payment by Contractor will constitute a waiver by Contractor and all subcontractors of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 5: CONTRACTOR

- A. The Contractor shall perform the Work as an Independent Contractor pursuant to the terms of this Contract. Contractor is neither an employee nor agent of the Owner for any reason.

- B. The Contractor shall supervise and direct all Work, using Contractor's best attention and efforts. The Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Contract.
- C. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner except under extraordinary circumstances.
- D. The Contractor shall be financially responsible for and shall pay for all labor, expertise, materials, and services necessary for the proper execution and completion of the Work.
- E. The Contractor shall be responsible for the performance of its employees and shall not employ anyone not skilled in the task assigned to them. The Contractor shall be responsible for the acts and omissions of its employees and agents.
- F. The Contractor shall be responsible for the payment of any applicable taxes as a result of receipt of funds under this Agreement, including but not limited to the Pueblo's gross receipts tax under the Pueblo de San Ildefonso Tax Act of 2013. The Contractor shall not bill the Pueblo for such taxes as an amount over the contract price.
- G. The Contractor shall comply with all laws, ordinances, rules, regulations, building codes and orders regarding the Work performed under this Contract.
- H. Unless permission is granted in writing by Owner, Contractor shall not employ any subcontractor to perform the Work under this Contract. If permission of Owner is granted it will also provide any applicable terms and conditions related to Owner's permission.
- I. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided.
- J. Contractor represents that it has visited the site(s) for the performance of the Work and is familiar with the local conditions under which the Work is to be performed.
- K. Contractor shall be responsible solely for his own and his employees' and agent's activities on the site. Contractor shall supervise and direct all work. Contractor shall comply with all applicable laws, ordinances and rules regarding the Work being performed, including but not limited to the following:
 - 1. Photography on Pueblo land is prohibited without a permit issued by the Owner. All photography for personal use is prohibited. Contractor will work with the Owner to acquire a permit for photography needed for construction and related activities and only personnel authorized under the permit will be allowed to take photographs.
 - 2. The Pueblo has the right as a government to protect its Pueblo from conduct and activities that threaten or directly affect the Pueblo's political integrity, economic security, health, and/or welfare.
 - 3. The provisions of the Archeological Resources Protection Act ("ARPA") apply to all Contractor employees and subcontractors, if any, in the conduct of their activities on the Pueblo. Any unlawful damage, destruction, disturbance, or defacement of any archeological resource located on the Pueblo will be considered a violation of the ARPA, 16 U.S.C. § 1470, and may result in prosecution by the United States Department of Justice, fines up to \$20,000, and up to 2 years in prison.

4. The Pueblo's sex offender reporting requirements as well as any other rules or regulations apply to registered sex offenders on Pueblo lands. The Contractor shall identify and certify whether or not any Contractor employee or subcontractor employee is subject to self-reporting as a registered sex offender. The Owner reserves the right to require that an employee may be subject to additional background check by the Owner if the Owner determines the need to conduct such a check.
- L. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions in connection with the Work. Contractor shall take appropriate precautions to avoid injury, loss or damage to all employees and other persons associated with the Work being performed under this Agreement. The obligations in this section do not relieve any construction contractor from their responsibility for maintaining a safe jobsite.
- M. Contractor will be responsible for obtaining any work permits or business registration fees required by the Pueblo.
- N. Contractor shall not hire any employee of Owner for any of the Work under this Contract without the Owner's written approval.
- O. Contractor agrees to retain and provide to Owner if requested, documentation of all expenditures for the Work.
- P. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these Record Documents to the Pueblo upon completion of the Work.
- Q. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Owner, and all officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- R. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

ARTICLE 6: CHANGES IN THE WORK

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.
- B. Owner and Contractor shall execute appropriate Change Orders covering:
 1. Changes in the Contract Price or Contract Times which are agreed to by the parties;
 2. Changes in the Work which are (a) ordered by Owner or (b) agreed to by the parties;
 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results from tests and inspections, defined herein.

- C. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be the Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 7: DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

- A. If Contractor believes that any subsurface or physical condition including but no limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Natural Resources Department Manager in writing about such conditions. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, the Natural Resources Department Manager will promptly:
1. Review the subsurface or physical condition in question;
 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 3. Determine whether the condition falls within the differing site conditions as stated herein;
 4. Obtain any pertinent cost or schedule information from Contractor;
 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 6. Advise Owner in writing of Natural Resources Department Manager's findings, conclusions, and recommendations.
- C. After receipt of the Natural Resources Department Manager's written finding, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting the Natural Resources Department Manager's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 8: STANDARD OF CARE

- A. The standard of care for all related services performed or furnished by Contractor under this Contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Contractor warrants, under this Contract or otherwise, any services performed or furnished by Contractor.

ARTICLE 9: INDEMNIFICATION, BONDS AND INSURANCE

- A. The Contractor shall indemnify and hold harmless the Owner, its Governor, Council, its agents, and employees from and against any claims, suits, damages, liability, losses and expenses including but not limited to attorney's fees arising out of or relating to the performance of the Work caused in whole or in part by the acts or omissions of Contractor or anyone working directly or indirectly for them or at their direction.
- B. The Contractor shall purchase insurance from and maintain in a company lawfully authorized to do business in the jurisdiction where the Work is performed, such insurance as will protect the Contractor from the claims set forth below which may arise out of or result from the Contractor's operations under this Contract and for which Contractor may be legally liable, whether such operations are by Contractor or anyone directly or indirectly employed by them or anyone acting at their direction.
 - 1. Claims under workers' or workmen's compensation, disability benefits or other similar benefits, which are applicable to the Work, performed.
 - 2. Commercial General Liability insurance with a minimum combined single limit of ONE MILLION DOLLARS (\$1,000,000) each occurrence. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury, blanket contractual, independent contractors, products and completed operations.
 - 3. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage at not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in the performance of the services. If the Contractor has no owned automobiles, the requirements of the paragraph shall be met by each employee of the Contractor providing services under this Contract.
- C. The policy required in Sections 2 and 3 above shall be endorsed to include Owner, its agents and employees as additional insureds. The policies listed above shall be primary and any Owner insurance shall be excess and not contributory to that provided by Contractor. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be responsible for any deductible losses under the policies listed above.
- D. Contractor shall provide evidence that the policies providing the required coverage is in full force and effect and shall be submitted to Owner prior to commencement of the Work. Such

certificates shall be provided by Contractor's insurance agent. The certificate shall identify this Contract and provided that the coverage under the policies will not be cancelled, terminated or materially changes until at least thirty (30) days prior notice has been given to Owner. Contractor shall still comply with the policy requirements even if they make changes to such policies. Failure to maintain such policies shall constitute a material breach and allow Owner to immediately terminate this Contract.

- E. To the extent Contractor utilizes any Sub-Contractor with respect to the Work, Contractor agrees to ensure that such Sub-Contractor also complies with the insurance provisions of this Contract prior to initiating any of the Work.

ARTICLE 10: ASSIGNMENT

- A. Contractor shall not assign or transfer any interest in this Contract, the Work to be performed under this Contract or assign any claims for money due or to become due under this Contract without the prior written consent of Owner.

ARTICLE 11: DISPUTE RESOLUTION

- A. Mediation: If a dispute arises concerning a provision of the Contract, the parties agree to try in good faith to resolve the dispute. In the event that the dispute cannot be resolved by the parties, the party making the claim of non-compliance shall deliver to the other party written notice thereof, specifying the nature of action or failures to act that are alleged to be contrary to the Contract terms. If the matter remains unresolved after fifteen (15) days after receipt of the notice of claim, the parties shall submit the dispute to a mutually agreed upon mediator. The mediation shall be conducted under the voluntary Commercial Mediation Rules of the American Arbitration Association. The parties shall bear their own costs and shall share the costs charged by the mediator.
- B. Arbitration: In the event that mediation does not result in resolution of the dispute, the party making the claim of noncompliance can, by written notice to the other party, invoke arbitration. Arbitration shall be conducted in New Mexico under the Arbitration Rules of the American Arbitration Association, excluding Rule 52(c), except that the arbitrator(s) shall be attorney(s) who are licensed in good standing of the State Bar of New Mexico and shall have experience in Indian Affairs and commercial law. The decision of the arbitrator(s) shall be final. All parties shall bear their own costs of arbitration and attorney fees.
- C. Sovereign Immunity: By entering this Agreement, the Pueblo does not waive, limit, or modify its sovereign immunity from suit.

ARTICLE 12: TESTS AND INSPECTIONS; DEFECTIVE WORK

- A. Tests and Inspections
 - 1. Owner and Natural Resources Department Personnel will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.

2. Contractor shall give the Natural Resources Department Manager timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
3. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of the Natural resources Department Manager, Contractor shall, if requested by the Natural Resources Department Manager, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

B. Defective Work

1. Contractor shall ensure that the Work is not defective.
2. The Natural Resources Department Manager has the authority to determine whether Work is defective and to reject defective Work.
3. Prompt notice of all defective Work of which Owner or the Natural Resources Department Manager has actual knowledge will be given to Contractor.
4. The Contractor shall promptly correct all such defective Work.
5. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
6. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable material or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 13: TERMINATION

- A. If the Contractor defaults or neglects to carry out the Work or fails to perform any provision of this Contract, the Owner may upon seven (7) days written notice terminate the Contract. This option shall be without prejudice to any other remedy and in addition to any other remedies or rights to damages at law or in equity.

ARTICLE 14: CONFIDENTIAL AND PROPRIETARY INFORMATION

- A. Contractor agrees to hold in strict confidence any and all information (referred to as "Confidential Information") provided in the course of rendering Services. "Confidential Information" shall mean any confidential, secret, and/or proprietary knowledge or information concerning the business or culture of the Pueblo or its businesses, and confidential or proprietary designs, inventions, processes, formula, marketing or business plans and strategies, devices, research, work or material (whether or not patentable) directly or indirectly used or useful in any aspect of Pueblo's business operations.
- B. Except as permitted or directed by the Pueblo, Contractor shall not, either during the term of this Agreement or at any time thereafter, divulge, furnish or make accessible to anyone or use in any way (other than in the ordinary course of the performance of this Agreement) any Confidential Information which the Contractor has acquired or become acquainted with or

will acquire or become acquainted with prior to the expiration and/or termination of Contractor's rights and obligations hereunder. Without limitation of the generality of the foregoing, Contractor shall use their best efforts to prevent the unauthorized disclosure and/or use of such Confidential Information. Contractor acknowledges that the Confidential Information constitutes a unique and valuable asset acquired at great time and expense, and that any disclosure or use of any Confidential Information other than in furtherance of this Agreement will be wrongful and would cause irreparable harm to the Pueblo. The foregoing obligations of confidentiality, however, shall not apply to any knowledge or information which is now published or which subsequently becomes generally publicly known, other than as a direct or indirect result of the breach of this covenant. In the event of a breach or actions that suggest an inadequate remedy at law, both preliminary and permanent equitable injunctive relief is hereby deemed necessary and shall be available to protect the rights of the Pueblo.

ARTICLE 15: OWNERSHIP AND DELIVERY OF MATERIALS

- A. Any information or documents provided to or developed, in whole or in part, by the Contractor in the performance of this Agreement are works undertaken on behalf of the Pueblo and shall at all times be the property of the Pueblo and shall not be retained by Contractor; and Contractor hereby assigns and transfers to the Pueblo all rights, titles, and interests therein. Immediately upon the expiration or earlier termination of this Agreement, Contractor must deliver to the Pueblo all papers, documents, and any other tangible information regardless of form or medium, containing or constituting such work product or that relate to, or were made available in connection with the Contractor's services hereunder.

ARTICLE 16: MISCELLANEOUS

- B. No failure to enforce any provision of this Contract for any breach thereof shall be considered as a waiver of any right to enforce provisions of this Contract concerning any subsequent or continuing breach.
- C. If any provision of this Contract is declared by a court of competent jurisdiction to be invalid for any reason, such shall not affect the remaining provisions. The remaining provisions shall be fully severable, and this Agreement shall be construed and enforced as is such invalid provision had never been included.
- D. No amendment to this Contract shall be effective unless made by written instrument signed by both of the parties hereto.
- E. This Contract, plus drawings and specifications, contains the entire agreement between the parties, superseding in all respects all prior oral or written agreements or understandings pertaining to the matters covered under this Contract.
- F. Notice for any matter involving or arising out of this Contract shall be given in writing as follows.

ARTICLE 17: NOTICE TO PARTIES:

Notice for any matter involving or arising under this Agreement shall be given in writing as follows:

i) To the Contractor:

ii) To the Pueblo:

Governor
Pueblo de San Ildefonso
02 Tunyo Po
Santa Fe, New Mexico 87506
(505) 455-2273

Tribal Administrator
Pueblo de San Ildefonso
02 Tunyo Po
Santa Fe, New Mexico 87506
(505) 455-2273

ARTICLE 18: ENTIRE AGREEMENT AND AMENDMENT:

This Agreement constitutes the entire agreement of the parties and supersedes all proposals, prior agreements and other communications, whether oral or written. This agreement shall not be altered, changed or amended except in writing, signed by both parties.

THE UNDERSIGNED HEREBY AGREE TO THE TERMS CONTAINED IN THIS AGREEMENT:

For the Contractor: _____

Date

For the Pueblo de San Ildefonso:

Christopher A. Moquino, Governor

Date

EXHIBIT A

Map of Project Area

Note: The area to be treated via the present contract will fall within the area identified, excluding areas already treated.

Pueblo de San Ildefonso 260 Acre HFR Project-BIL-2022

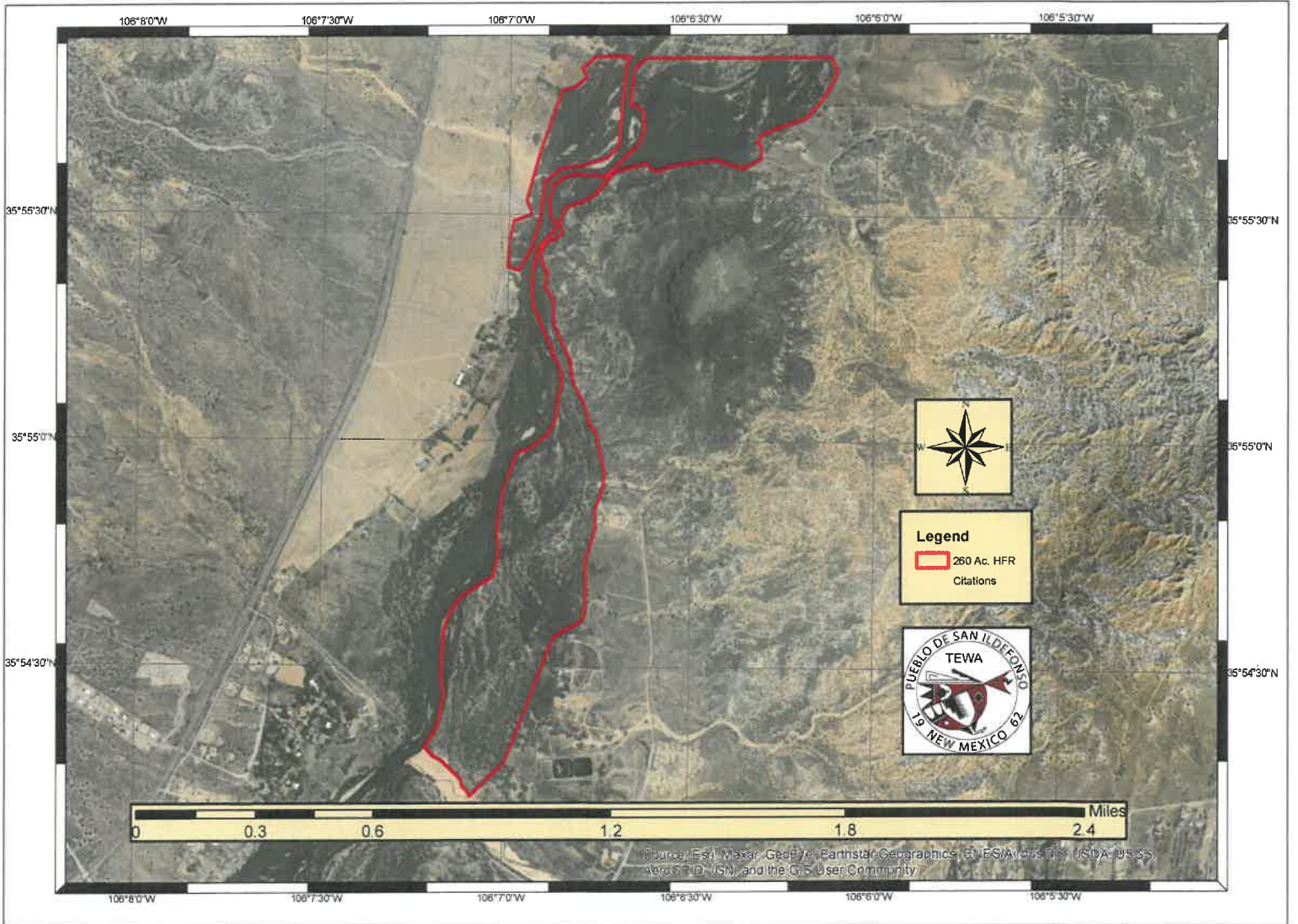


EXHIBIT B

Best Management Practices

PROJECT OBJECTIVES

The intent of this contract is to begin restoring the Rio Grande Bosque rangeland to a condition more representative of historic conditions. Currently, there are too many invasive non-native trees per acre. Conditions today are susceptible to high-intensity wildland fires threatening lives, homes within the wildland-urban interface, and cultural and natural resources. The end result of this contract is to leave a landscape less susceptible to these risks. The desired outcome is a healthier Bosque rangeland with groups of native cottonwood trees, that allow for an understory of native shrubs, willow, cattail, grasses, and forbs.

The Bosque restoration will be conducted at a landscape scale, the overall goal is to treat 900 acres along the Rio Grande river corridor. Target non-native species are Siberian elm, Tamarisk Salt cedar, and Russian Olive. Native species are Rio Grande Cottonwood, Willow species, shrubs, and other native flora. Some Russian Olive stands may be flagged and left for wildlife habitat.

After treatments, the Natural Resources Director will determine if the contractor has met the desired conditions by visual methods of determining:

- Remaining non-native trees
- Amount and size of coarse woody debris

BEST MANAGEMENT PRACTICES

Mastication

Mastication is a fuel reduction treatment method used in rangeland management to reduce wildland fire risk and to reduce fuel loading by returning the forest to natural conditions. Masticating fuels, or mulching the forest, involves the reduction of vegetation into small chunks and is one of the many ways overstocked stands are thinned. The benefits include opening the canopy and forest floor which provides the remaining native trees access to more nutrients, sunlight, and water. When trees are crowded together, they compete for sunlight and water. As a result, they tend to be less healthy. Mastication can assist in removing some trees in the early stages, to allow the remaining trees to grow faster, stronger and larger. Over the past decade, Forest mastication methods have dramatically reduced wildfire hazards and greatly improved forest health.

The following specifications shall be followed in a mastication operation:

Mastication will be accomplished with a machine that shall meet the following requirements: The machine shall be equipped with a masticating or mulching head. The machine must have a boom capable of reaching at least 10 feet from the center of the machine to perform the work described in the scope of the contract.

- All treated targeted species stumps will be masticated down to the lowest possible height.
- No individual pieces of slash or vegetative debris shall be greater than 4 feet in length.
- All boles or pieces up to 10 inches in diameter shall be masticated.
- All treated vegetation shall be kept within unit boundaries. Any treated vegetation falling into ditches, roads, road banks, trails, or adjacent units shall immediately be removed.
- Targeted species within the unit shall be masticated to within 2' of leave trees without damage to the leave trees.
- No masticated or cut material shall lean against or be suspended by a leave tree.
- Mastication may not be allowed where residential homes are adjacent to the treatment areas.

Cultural Resources

The Project Area has been surveyed for cultural sites. Any heritage resource site will be flagged. Operations shall avoid all cultural resource sites.

If unrecorded heritage resource site(s) are discovered during implementation, all project activity in the vicinity of the site(s) shall cease, and the contractor shall notify the Natural Resources Director who shall notify the Tribal Historic Preservation Office. Work in the vicinity of the discovered site(s) shall not resume until evaluation and treatment recommendations are determined.

Wildlife

Any mitigation measures identified in the Biological Assessment will need to be adhered to for the protection of any presence of Threatened, Endangered, or Sensitive Species.

Wet Period Restrictions

Traveling off-road with equipment may become restricted should the soils become saturated. If the soils are saturated such that ruts 4 inches or deeper are created by heavy vehicles, the Contractor may be asked to cease operations until the soils dry out or freeze.

Resource Protection Measures

Infrastructure - The Contractor(s) shall avoid any damage to improvements such as, but not limited to, fences, gates, utility poles, power lines, survey markers, and cultural sites. The Contractor will be required to repair or pay fair market value to replace any damaged improvements.

Oil Spill Prevention

If the Contractor maintains storage facilities for oil or oil products in the Contract Unit, the Contractor shall take appropriate preventive measures to ensure that any spill of such oil or oil products does not enter the ground and or body of water. The contractor shall immediately report any spills of oil or oil products in or in the vicinity of the Contract Area that is caused by the Contractor directly or indirectly, as a result of the Contractor's Operations. The contractor shall take whatever initial action may be safely accomplished to contain all spills.

Safety

The contractor shall take precautions when operating directly adjacent to private land to avoid creating hazardous conditions that compromise the safety of residents or that may damage buildings and property.

Warning signs must be posted at least 300 feet away from the machinery or thinning crews on roads adjacent to the Treatment Unit while work is in progress.

Prevention of Noxious Weeds

Cleaning of Equipment - The Contractor shall ensure all equipment moved onto the Pueblo is free of soil, seeds, vegetative matter, or other debris that could contain or hold noxious weed seeds. The Contractor shall employ whatever cleaning methods are necessary to ensure compliance. The notification shall include identifying the location of the equipment's most recent operations. Arrangements shall be made for the inspection of each piece of equipment before it is moved onto the project area.