



## State of New Mexico General Services Department

### Price Agreement

**Awarded Vendor:**  
**7 Vendors (see page 6)**

**Email:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_

**Ship To:**  
**New Mexico Department of Game and Fish**  
**#1 Wildlife Way**  
**Santa Fe, NM 87507**

**Invoice:**  
**Same as "Ship To"**

**For questions regarding this agreement please contact:**  
**Timothy Sintas (505) 476-8079**

**Price Agreement Number: 30-51600-23-05631**

**Payment Terms: Net 30**

**F.O.B.: Destination**

**Delivery: As Requested**

**Procurement Specialist: Clarke J. Fountain**

**Telephone No.: (505) 629-2964**

**Email: [ClarkeJ.Fountain@gsd.nm.gov](mailto:ClarkeJ.Fountain@gsd.nm.gov)**

**Title: Helicopter Rental and Services**

**Term: August 10, 2023 – August 9, 2024**

**This Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.**

**Accepted for the State of New Mexico**

**Date:**

**Dorothy Mendonca**  
**New Mexico State Purchasing Agent**

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**Terms and Conditions**

(Unless otherwise specified)

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

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Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

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

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

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

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

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

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

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

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

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

**21. Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to

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inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

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

### **New Mexico Employees Health Coverage**

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

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

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

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

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

### **Department Price Agreement**

#### **Article I – Statement of Work**

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

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

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

#### **Article II –Term**

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

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**Article III – Specifications**

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

**Article IV – Shipping and Billing Instructions**

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

**Article V - Termination**

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

**Article VI – Amendment**

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

**Article VII – Issuance or Orders**

Only written signed orders are valid under this Price Agreement.

**Article VIII – Packing (if applicable)**

Packing shall be in conformance with standard commercial practices.

**Article IX – Price Schedule**

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

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**Awardees:**

**AA) 0000174966**  
**Corvus LLC**  
**945 SR 77**  
**Clovis NM 88101**  
**575-799-1054**  
**cam@corvus-air.com**

**(AB) 0000174976**  
**Heli-1 Corporation**  
**PO Box 16210**  
**Missoula MT 59808**  
**1-844-844-0944**  
**andyw@heli-1.com**

**(AC) 0000103274**  
**Heliwild LLC dba Helicopter Wildlife Services**  
**501 W Powell Lane Ste 201**  
**Austin, TX 78753**  
**979-203-6735**  
**office@heliwild.com**

**(AD) 0000067269**  
**Papillon Airways Inc.**  
**dba Papillon Grand Canyon Helicopters**  
**PO Box 455 S HWY 64**  
**Tuasayan Grand Canyon, AZ 86023**  
**928-638-9330 x7241**  
**scott.maiden@papillon.com**

**(AE) 0000055551**  
**Quicksilver Air Inc.**  
**2721 Cormorant Street**  
**Fairbanks AK 99709**  
**719 684 4192**  
**sharonswisher1@yahoo.com**

**(AF) 0000067207**  
**Southwest Heliservices LLC**  
**10523 E. Fenimore Rd.**  
**Mesa, AZ 85207**  
**520-294-4500 / 480-241-2401**  
**southwestheli@gmail.com**

**(AG) 0000130993**  
**Vertical Limit Aviation, LLC**  
**2502 Clark Carr Loop SE**  
**Albuquerque, NM 87106**  
**505-831-4354 ext. 6975**  
**karen@verticallimitaviation.com; dj@verticallimitaviation.com**

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**Specifications:**

**SCOPE OF WORK**

The Department of Game and Fish would like to establish a Price Agreement to provide helicopter rental and services for wildlife and fisheries work. The helicopter and crew will be used by the Department of Game and Fish for wildlife survey work, wildlife and fish transporting, surveillance, cargo and equipment hauling, long-lining, and wildlife capture work.

The term of this Price Agreement shall be for one (1) year from the date of award with the option to extend for a period of three (3) additional years, one a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This price agreement shall not exceed four (4) years.

Due to the large geographic nature of the State of New Mexico we wish to award to multiple qualified vendors. This will allow NMDGF to potentially have multiple surveys going at the same time and could potentially reduce transportation expenses to those locations. Additionally, safety is a primary concern and as a result aircraft are often down for maintenance, rendering them unavailable. Few companies exist that meet the minimum qualifications specified in this Invitation to Bid, therefore their schedules can be full and a given company may not be available to work. Additionally, the type of flying being requested is low level and often under dangerous conditions. Not all pilots are experienced in the type of flying we are requesting. As such, pilots need to be pre-approved by the Department's Chief Pilot before Department staff are allowed in the aircraft.

- A. Helicopter Specification: any contract helicopter with Agency personnel inside must be turbine powered and have a minimum seating for the pilot and at least 2 passengers.
  - 1. The contractor must own at least one of the following helicopters, or equivalent:
    - a. Bell Jet Ranger 206BIII;
    - b. Bell Long Ranger 206LIII;
    - c. Hughes 500D;
    - d. A-star AS350 B2 or B3;
    - e. MD 530FF
    - f. Any additional aircraft suitable to perform the work. Please specify helicopter model.
- B. Pilots
  - 1. Pilots should have, at a minimum, a commercial helicopter pilot's license with a minimum of 2500 hours total flight time, of which 1000 hours must have been in helicopters and 250 hours of helicopter time must be mountain or high-density altitude flying.
  - 2. Pilots must have a minimum of 200 hours of wildlife surveys and/or capture time, or equivalent experience.
  - 3. Contractor must hold a certification by the FAA, part 135 operations -OR- be in the process of acquiring it.
- C. Insurance
  - 1. The Contractor must carry Liability Insurance of \$5,000,000.00 for the term of the award. Any time Agency personnel are to ride in the helicopter, the Agency and the State of NM should be listed as an additional insured.

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**Additional Considerations:**

**A. Place of Operation**

The contractor will provide service anywhere in New Mexico deemed necessary by the Agency. Fuel for the helicopter will be provided by the Contractor at the site of operation when it is more economical than flying to an airport or other fuel site. All routine maintenance of the aircraft will be performed by the contractor at their expense.

**B. Inspections**

All aircraft and pilots furnished are subject to pre-use and post-use inspection and check. A status sheet of required inspections will be provided to the Department upon request. Any pilots flying under this contract are subject to an approval process that may include a review of the pilots experience and a checkride. The Department may reject any aircraft or pilot not meeting the Department's criteria.

**C. Passenger briefing**

A thorough passenger brief will be performed by the pilot before each mission. This will include: Personal Protective Equipment required, emergency equipment, weather, fuel quantity, towers, military training routes (MTR's), military operations area (MOA's), hunts in the area, and aircraft performance data.

**D. Miscellaneous costs**

The agency understands it will be billed for airport or ramp fees associated with projects.

**Specifications for Wildlife Survey Work:**

- A. The Contractor will survey wildlife in the state of New Mexico using helicopter methods (grid searching, terrain contouring, or equivalent). The Contractor will have space for at least 2 passengers in the helicopter. Pilots will be expected to be skilled with all of the following situations: low-level maneuvering, high density altitude, adverse weather, and complex terrain.
- B. Equipment for surveys will be provided by Agency personnel.

**Specifications for Wildlife Capture Work:**

- A. The Contractor will capture wildlife in the state of New Mexico with the helicopter net-gun method and either transfer animals to a central processing location, or process at capture site and release. The Contractor may be required to radio-collar, draw blood, collect other biological samples, and provide injections. Processing items will be provided by the Agency. Animals transported to a central location will be blindfolded, hobbled, placed in sling bags, and slung upright in transport in or under the helicopter. Contractors will be expected to use the most efficient and humane methods to minimize capture stress.



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- B. Depending on the project, contractors may be required to provide equipment necessary, including but not limited to, helicopter pilot, net-gunner, net-gun and nets, muggers, hobbles and blindfolds, dart gun, fuel truck, fuel truck driver, and a long line.
- C. Contractors may be required to provide helicopter access to Agency personnel for net-gun or darting animals if determined necessary by the Agency, in cooperation with contract veterinarians, the Contractor, and other capture personnel.

**Due to the possibility of this award utilizing Federal Funds, awarded supplier(s) must be registered under the Federal System of Award Management (SAMS) and have a status of 'ACTIVE' throughout the term of the award.**

<https://www.sam.gov/SAM/>

**Awarded Items:**

Item	Approx. Qty.	Units	Article and Description	Unit Price	Comments
1	1	Hour	Rental - helicopter, Bell Jet Ranger 206BIII	<b>AA: no bid</b> <b>AB: no bid</b> <b>AC: no bid</b> <b>AD: no bid</b> <b>AE: no bid</b> <b>AF: \$1,100.00</b> <b>AG: \$975.00</b>	<b>AF: Bell 206BIII helicopter \$1,100 from Falcon Field (KFFZ)</b> <b>AG: Bell 206BIII Jet Ranger-Gunner can operate out of left seat for added range of motion</b>
2	1	Hour	Rental - helicopter, Bell Jet Ranger 206LIII	<b>AA: \$1,200.00</b> <b>AB: no bid</b> <b>AC: no bid</b> <b>AD: \$1,400.00</b> <b>AE: no bid</b> <b>AF: \$1,550.00</b> <b>AG: no bid</b>	<b>AD: Bell 206L1-C30P or L3</b> <b>AF: Bell 206L1C30P or L3 from Falcon Field (KFFZ)</b>
3	1	Hour	Rental - helicopter, Hughes 500D	<b>AA: \$1,200.00</b> <b>AB: no bid</b> <b>AC: no bid</b> <b>AD: no bid</b> <b>AF: no bid</b> <b>AG: no bid</b>	

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Item	Approx. Qty.	Units	Article and Description	Unit Price	Comments
4	1	Hour	Rental - helicopter, A-Star As350B2 or B3	AA: \$2,150.00 AB: \$2,250.00 AC: no bid AD: \$2,030.00 AE: no bid AF: no bid AG: no bid	AB: Qty 2 - Airbus A-Star As350 B3e with BLR
5	1	Hour	Rental - any additional aircraft suitable to perform work described in the specifications	AA: no bid AB: no bid AC: no bid AD: no bid AE: no bid AF: no bid AG: no bid	
6	1	Day	Per diem per crew member (to be used for overnight stays not regular work hours)	AA: Federal GSA Rate AB: \$151.00 AC: \$250.00 AD: FTR rate from GSA for area AE: \$160.00 AF: \$175.00 AG: \$157.00	AB: Following the federal per diem rates would be an acceptable bid AC: If following the federal per diem rates is acceptable to us AD: Following the federal per diem rates would be an acceptable bid AF: Per crew member per night AG: Bid is base on the standerd federal per diem rates TBD based on each county.
7	1	Mile	Fuel truck cost per mile driven to site	AA: \$2.30 AB: \$3.20 AC: \$2.50 AD: \$3.00 AE: \$2.00 AF: \$1.85 AG: \$1.85	AB: Based in Reno NV AF: Plus \$350.00 per day

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<b>Item</b>	<b>Approx. Qty.</b>	<b>Units</b>	<b>Article and Description</b>	<b>Unit Price</b>	<b>Comments</b>
8	1	Hour	Wildlife net-gun captures Option A includes: helicopter rental of a Hughes 500D or better, all helicopter expenses and contractor salaries.	<b>AA: \$1,725.00</b> <b>AB: \$3,500.00</b> <b>AC: \$2,150.00</b> <b>AD: \$1,500.00</b> <b>AE: \$2,500.00</b> <b>AF: \$1,500.00</b> <b>AG: \$1,500.00</b>	<b>AA: Price for H125/AS350 B3E \$3000.00</b> <b>AB: Airbus A-Star As350 B3e with BLR</b> <b>AC: We operate 2 MD500's.</b> <b>AD: Bell 206L1-C30P or L3 \$1270, AS350B3e \$2030</b> <b>Gunner will need to be supplied by government</b> <b>AE: To be charged if per animal capture is less than 4 animals/flight hr (low density)</b> <b>AF: 3 hour minimum</b> <b>AG: Bell 206BIII</b>
9	1	Each	Wildlife net-gun captures Option B includes: cost per animal caught, all helicopter expenses and contractor salaries.	<b>AA: \$700.00</b> <b>AB: \$1,250.00</b> <b>AC: \$700.00</b> <b>AD: no bid</b> <b>AE: \$680.00</b> <b>AF: no bid</b> <b>AG: \$700.00</b>	<b>AA: Based on an average of three animals per hour, per day. If not met then price reverts to hourly.</b> <b>AC: If catch rate falls under 3 per hour, the hourly rate would then apply.</b>

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<b>Item</b>	<b>Approx. Qty.</b>	<b>Units</b>	<b>Article and Description</b>	<b>Unit Price</b>	<b>Comments</b>
10	1	Hour	Helicopter ferry costs flown to, between and from the job site.	<b>AA: Same as Items 1-4</b> <b>AB: \$1,250.00</b> <b>AC: \$1,100.00</b> <b>AD: \$930.00</b> <b>AE: \$1,100.00</b> <b>AF: \$1,100.00</b> <b>AG: \$975.00</b>	<b>AB: Aircraft are based in Reno NV</b> <b>AC: Ferry would start from Hurricane Utah base or from a closer location if we are on capture in a closer area.</b> <b>AD: Bell 206L1-C30P or L3 \$930, AS350B3e \$1260</b> <b>AF: Bell206B at \$1,100 and Bell206L at \$1,550</b> <b>AG: Bell 206BIII</b>
11	1	Hour	Long lining	<b>AA: Same as Items 1-4</b> <b>AB: \$2,250.00</b> <b>AC: \$2,150.00</b> <b>AD: \$1,400.00</b> <b>AE: \$1,500.00</b> <b>AF: \$1,100.00</b> <b>AG: \$975.00</b>	<b>AB: All Lift Gear and Up to 250 foot Long lines</b> <b>AC: Same as hourly rate if wer are slinging animals.</b> <b>AD: Bell 206L1-C30P or L3 \$1270, AS350B3e \$2030</b> <b>AF: Bell206B at \$1,100 and Bell206L at \$1,550</b> <b>AG: Bell 206BIII</b>

\*\*\* 11 Items Awarded Total \*\*\*