



Return Invitation to Bid to  
 State of New Mexico  
 General Services Department  
 Purchasing Division  
 1100 St. Francis Dr., Room 2016 (87505)  
 PO Drawer 6850  
 Santa Fe, New Mexico 87502-6850  
 (505) 827-0472

GSD/PD (Rev. 11/11)

**Invitation to Bid Price Agreement**

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Title: **Fuel Mitigation**

Bid number: **20-539-00-00164**

Agency requested delivery: **As requested**

Commodity code(s): **92101600**

Formal Sealed Bid Opening

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

Bid opening date: **February 15, 2012 Time: 2:00pm**

<b>Ship To:</b> Commissioner of Public Lands New Mexico State Land Office Various locations
<b>Invoice:</b> Commissioner of Public Lands PO Box 1148 Santa Fe, NM 87504-1148

If you have questions regarding this Invitation to Bid please contact:  
 Procurement Specialist: **Natalie Martinez** Telephone No.: **(505) 827-0251**

**Bidder MUST complete and sign the following in order for Bid to be valid:**

Company name: \_\_\_\_\_

Telephone no.: \_\_\_\_\_

Federal tax ID#: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Print or type name: \_\_\_\_\_

**Additional Bidder Information**

Applications for in-state preference will no longer be processed through the State Purchasing Division. All resident businesses and contractors will have to obtain a new preference number with the NM Department of Taxation & Revenue. In order for the preference to be applied to any solicitation, vendor must submit a copy of their preference certificate with each solicitation. Applications are available for download at:

Resident Business <http://www.tax.newmexico.gov/SiteCollectionDocuments/acd-bp0001.pdf>

Resident Contractors <http://www.tax.newmexico.gov/SiteCollectionDocuments/acd-cp0001.pdf>

E-mail: \_\_\_\_\_

Payment terms: \_\_\_\_\_ (Discount will not be considered in computing the low bid, see "Terms and Conditions")

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

Vendor's Delivery: \_\_\_\_\_ (May be considered in the award)

**Important - 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.** (Note: "No Bid" does not require a return of this document.) Sealed bids will be received at the above address until the above specified date and local time, then publicly opened in the New Mexico State Purchasing Division Bid Room. This Bid is subject to the "Terms and Conditions," shown on the reverse side of this page, and "Additional Bidding Instructions," if any.

If applicable, Bidder acknowledges receipt of the following amendments(s):

Amendment No. \_\_\_\_\_ Dated \_\_\_\_\_

Amendment No. \_\_\_\_\_ Dated \_\_\_\_\_

*Handwritten initials and signature*

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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. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the 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 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

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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 13-1-99 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.** 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.** 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 proposal to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

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

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

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

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**Important Bidding Information**

**Resident Manufacturer Preference** – To expedite the determination of eligibility for the 5% Resident Manufacture Preference, Vendor must complete the following if applicable.

I (we) certify that the following items numbered: \_\_\_\_\_ as indicated in this bid were/are grown, produced, processed, or manufactured wholly in the state of New Mexico.

Signature of Bidder: \_\_\_\_\_  
(Vendor must sign)

**Resident/Contractor Preference:** Bidders claiming 5% preference must be certified prior to bid opening pursuant to Sections 13-1-21 & 13-4-2 NMSA 1978.

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

No financial interest       Yes financial interest

If yes specify by name: \_\_\_\_\_

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

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

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

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

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

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

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

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### Awards

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

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

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

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

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

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

If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our bid openings, please contact Paula Salazar (505-827-0474) of this office at least five (5) working days prior to the scheduled bid opening.

### New Mexico Employees Health Coverage

A. If Contractor has or grows to six (6) or more employees who work or who are expected to work an average of at least twenty (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 agree to maintain for the term of the contract health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010, if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed two hundred fifty thousand dollars (\$250,000).

B. Contractor agrees to maintain a record of the number of 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 employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following website link for additional information:  
<http://insurenemexico.state.nm.us/>

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**New Mexico Pay Equity Initiative**

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

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

Two copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website:  
<http://www.generalservices.state.nm.us/statepurchasing/GuidesProcedures.aspx>

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**Department Price Agreement**

**Article I – Statement of Work**

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

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

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

**Article II – Term**

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

**Article III – Specifications**

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

**Article IV – Shipping and Billing Instructions**

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

**Article V - Termination**

This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the price agreement shall not affect any outstanding orders.

**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 of 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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**Purpose**

The development of a price agreement for fuel mitigation activities and prescribed fire services on land administered by the Commissioner of Public Lands or on other state managed lands administered by other land management agencies. The activities and associated services will be used on State Trust Land, or other state managed lands, where current land conditions are below acceptable standards. Furthermore, the activities and/or services will be used to improve, restore, and/or rehabilitate current land conditions in order to provide a tool to achieve future desired land conditions.

**Term**

The term of this agreement shall be for one (1) year from date of award with the option to extend for a period (s) of three (3) additional years, on 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 agreement shall not exceed four (4) years.

**THIS IS NOT A PROJECT SPECIFIC PRICE AGREEMENT. This price agreement can and/or may cover any and/or all fuel mitigation activities. Once the State Land Office selects a project, then a project plan is developed. Contractors must meet the specifications of this price agreement as well as the specifications for each individual project plan. Specifications will not change from the price agreement to the project plan; however the project plan will provide specific details about the project. Project plans are not available until a project is in place. Projects will not be in place until the beginning of each fiscal year, thus, immediate questions pertaining to specific projects will not be available until the beginning of each fiscal year.**

Written permission must be granted by the New Mexico State Land Office to any agency requesting to use this purchase agreement

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

**Background**

The State Land Office has been authorized by the New Mexico Legislature to maintain and protect those lands administered by the Commissioner of Public Lands. In doing so, revenues from renewable resources, such as agriculture leases, commercial leases, mineral and oil and gas rentals, rights-of-ways, and interest on earnings and bonuses are paid into the Land Maintenance Fund. The activities (project work) associated with the Land Maintenance Fund are intended to restore, rehabilitate, secure and remediate the land to a more productive and healthy state.

**Abbreviations:**

PC: Project Coordinator

SLO: The agency or employees of the agency responsible for administering State Trust Lands.

**Definitions:**

**Access:** road access to a project location. Ingress/Egress.

**Agency:** Herein defined as the State Land Office, the Commissioner of Public Lands, and all of his agents/employees.

**Commissioner of Public Lands:** The elected official who administers State Trust Lands. The Commissioner of Public Lands has jurisdiction over all state lands and is responsible for administering the state's land grant trust, which includes nine million acres of surface land and thirteen million acres of oil, gas and mineral rights. The revenues from the state land trust support New Mexico universities, public schools and other schools and hospitals that educate and care for children with physical, visual and hearing disabilities.

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**Cultural Sites:** Either those sites identified prior to or during the activities of project work. Sites should be protected, notification should be made to SLO, and no adverse activities should occur within the area. When possible, SLO will identify the sites prior to project activities and make the contractor aware of the site(s).

**Faller:** A person who fells trees; also called a sawyer or cutter.

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**Fuel Reduction:** Manipulation, including combustion, or removal of fuels to reduce the likelihood of ignition and/or to lessen potential damage and resistance to control.

**Hazard:** a source of danger or any item, natural or unnatural, that may affect safety.

**Hazard Mitigation:** Any treatment of a hazard that reduces the threat of ignition and fire intensity or rate of spread.

**Project Coordinator:** an individual or individuals identified by the SLO to coordinate all activities associated with a Land Maintenance Project on State Trust Lands.

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

**Related Equipment:** Equipment/supplies needed to successfully complete fuel mitigation projects.

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

**State Land Office (SLO):** The State Land Office and all its employees, agents, or contractors are responsible for administering the 9 million acres of surface land and 13 million acres of subsurface rights. SLO's mission is to support the beneficiaries of the trust which include: universities, public schools, special schools and hospitals that serve children with physical, visual, and auditory disabilities, prisons, and public buildings at the Capitol complex.

**Method of Award:**

Multiple contractors will be awarded for services and/or equipment included in this price agreement. The award to multiple contractors will improve ability to implement Land Maintenance Projects by identifying services and equipment depending on the contractor/vendors geographical location and their capabilities. **Being selected for this Price Agreement does not automatically guarantee contractors project work.** After award the User Agency may request bids from each contractor, for a particular project, and reserves the right to select a contractor for that project based on their capabilities, past experience with the Land Office, and past experience with other land management agencies.

**Bidding Instructions:**

If your company does not carry an item and/or provide a specific service, please write "NO BID" next to that specific item.

All items have a "quantity needed" associated with them. The quantity needed describes the maximum amount of services a contractor must be able to complete within a reasonable time. Do not multiply the bid per hour for labor and/or equipment by the quantity needed. **Only provide a base bid for what each item is requiring.**

**Gross Receipt Taxes**

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

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**Performance Bonds**

The Contractor(s) is responsible for providing a performance bond, as required by the State Purchasing Division, for any project where the Contractor receives more than \$25,000.00 for services. Prior to issuance of a contract order, the successful awarded contractor must provide an performance bond executed by a surety company authorized to do business in the State of New Mexico equal to 100% of the total contract order. The contractor must provide the SLO with a copy of the bond 10 days prior to working. **A PERFORMANCE BOND IS NOT NEEDED WHEN BIDDING ON THIS PRICE AGREEMENT.**

**Wage Determination**

All Contractor(s) must adhere to The New Mexico Public Works Wage Act. Minimum wage rates as determined and published by the State labor Bureau, Santa Fe New Mexico shall be in effect and utilized by the Contractor during the life of this contract. Wage Decision No. VA-12-0018A dated January 9, 2012 is part of the agreement. If a Contractor or sub-contractor is willfully paying employees less than the rate required by the contract for the work their employees, covered under this wage decision, are performing, the Contractor or sub-contractor may lose his right to proceed with the work.

**Price Agreement Manager**

For information pertaining to the requirements of this Price Agreement or general questions about Price Agreements, please contact Mark Meyers, Forester- State Land Office at (505) 827-4453.

**Work Zones**

Contractors must identify each geographical zone in which they can adequately perform their services. Bidders must identify which zones their company can adequately services for each individual item.

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

**Site Visits**

Once a project is identified, Contractors (those that have the appropriate capabilities, have demonstrated success in previous SLO projects, and fall under the appropriate work zone) may be contacted for a site visit. A site visit will occur only once with all the selected Contractors present. SLO will provide pertinent information related to the project. Contractors will provide a cost per acre, based specifically on the bid per labor and equipment to the SLO one (1) week after the site visit day (must be written). If Contractors are not able to attend the site visit, they may be automatically withdrawn from the selection process.

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**Contractor Responsibilities**

- The Contractor shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as expressly set forth in this price agreement as furnished by the State Land Office), and otherwise do all things necessary for the satisfactory performance of this contract.
- The Contractor shall provide all labor, transportation, materials, and equipment necessary to successfully complete the project.
- Contractors are responsible for wages, insurance, liability insurance, per-diem or any other cost associated with the activities of their employees.
- Contractors are responsible for providing the required training and safety equipment for their employees.
- Contractors must attain a wage determination from the Department of Labor after being selected for a project. Wage determinations are only needed if a project is over \$50,000.00. A copy must be provided to the SLO prior to beginning work.
- Provide competent supervision and skilled personnel to carry on all work in progress.
- Take appropriate actions necessary to protect the life and health of employees on the job and the safety of the public, and to protect the property of the State of New Mexico in connection with the performance of the work covered by this contract.
- Make necessary arrangements for storage of his/her tools and/or equipment. The SLO is not responsible for any lost or stolen property.
- Be responsible for all cleanup work on the project site(s) and at the equipment storage area(s) prior to final inspection and acceptance.
- Be held liable for any damages which occur because of his/her negligence or that of his/her employees.
- Contractor(s) shall indemnify and hold harmless the SLO, State, its officers, agents, or employees, against liability, claims, damages, losses, or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, contractor(s) and/or its employees, own negligent act(s) or omission(s) while contractor and/or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this agreement.
- Prescribed fire activities: The contractor shall meet all requirements as identified in the prescribed fire burn plan.
- Prescribed fire activities: Contractors (prescribed fire) must have liability insurance with the minimum of a \$1,000,000.00 liability.
- Prescribed fire activities: Contractors will not be allowed to work over 16 hours straight without 8 hours of rest, unless otherwise dictated by emergency situations. Contractors may be required to monitor fire status through night shifts. If so, contractors must provide an additional engine or crew, of which, separate operators or crewmembers must be provided.
- Provide an invoice to the Project Coordinator upon completion of the project.

**State Land Office Responsibility**

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

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Item	Approx Qty	Unit	Article and Description	Unit Price
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001	400	Acres	Selected Tree Falling	
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Specifications:

Contractor must complete the following:

- Fall, limb, and buck (moveable length) trees selected by the SLO on project locations.
- *Slash may be lopped and scattered and/or piled depending on the requirements set forth by the project plan.*
- Stump height should be flush to the ground and measure no more than 4" in height from ground/surface level.
- Provide own chainsaws, and all other appropriate material needed for successful completion.
- Must meet either the standards established for fallers/chainsaw operators by the National Wildfire Coordination Group, or must be a fully qualified tree faller as provided by a logging or tree company.
- Provide work history, qualifications, and experience of activities associated with felling operations.
- Provide references of work history related to felling operations.
- Must follow OSHA Standards for Tree Felling or Chainsaw Operations.
- The following Personal Protective Clothing and Equipment is required to be furnished by the Contractor:
  - a. Boots- all leather, lace-up type, minimum eight (8) inches high with lug type sole in good condition.
  - b. Hardhat – Plastic, Class B, ANSI Z89.1, OSHA approved, with chinstrap. Must meet NFPA 1977, 1998 edition.
  - c. Hearing protection: acceptable OSHA Standards.
  - d. Gloves- One pair of heavy-duty leather per person.
  - e. Eye protection- One pair per person – shatter resistant.
  - f. Chaps- approved by OSHA standards.

When bidding, price should be based on an HOURLY RATE; to include hourly wages, equipment needs, travel, per diem, and chainsaw use.

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

1(a) \$ \_\_\_\_\_ bid price per hour  
 1(b) \$ \_\_\_\_\_ bid price per mile to and from project location (once)

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Item	Approx Qty	Unit	Article and Description	Unit Price
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002            2,000    Acres            **Thinning**

Specifications:

**Project Scope:** *Pay particular attention to the project scope before offering bid.*

- Species may include all native or non – native tree species and/or woody materials located at a project site.
- Contractor and Project Coordinator will make a site visit prior to the start of the project to determine the final cost for the service. The price will be based on the approved rates for the items included under this item.
- Contractor shall provide all necessary labor, insurance, supplies, equipment and materials needed to successfully complete the project.

**Contractor must meet the following requirements (minimum):**

- Fall, limb, and buck (moveable length) trees selected by the SLO on project locations.
- *Slash will be piled in piles not to exceed standards established by the New Mexico Forestry Division. If chipping is determined to be the best method for treatment of the slash, the fee should be based on the approved rates for chipping included in this document.*
- Stump height should be no more than 4" in height from ground/surface level.
- Provide own chainsaw(s), and all other appropriate material needed for successful completion.
- Must meet either standards established for fallers/chainsaw operators, by the National Wildfire Coordination Group or must be a fully qualified tree faller as provided by a logging or tree company.
- Provide work history, qualifications, and experience of activities associated with felling operations.
- Provide references of work history related to felling operations.
- Must follow OSHA Standards for Tree Felling or Chainsaw Operations.
- The following Personal Protective Clothing and Equipment is required to be furnished by the Contractor:
  - a. Boots- all leather, lace-up type, minimum eight (8) inches high with lug type sole in good condition (steel toes are unacceptable).
  - b. Hardhat – Plastic, Class B, ANSI Z89.1, OSHA approved, with chinstrap. Must meet NFPA 1977, 1998 edition.
  - c. Hearing protection: acceptable OSHA Standards.
  - d. Gloves- One pair of heavy-duty leather per person.
  - e. Eye protection- One pair per person – shatter resistant.

Price should be based on the following criteria: Contractors should provide only one rate for each item. If multiple workers or equipment is needed, the price will be based specifically on approved rates. Contractor must provide an individual price for each anticipated piece of equipment (i.e., price for bobcat, price for skidder, etc.)

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

2(a)    \$ \_\_\_\_\_ bid price for labor / person /per day  
 2(b)    \$ \_\_\_\_\_ bid price / one (1) chainsaw / per day  
 2(c)    \$ \_\_\_\_\_ bid price / one (1) piece of equipment / per day

In addition, the Contractor should provide an additional bid within in this item # to include a mileage rate. The rate should be based on one (1) mile of travel. Payment will be made based on miles traveled to and from project location, but will not include those miles encountered when moving within project boundaries.

2(d)    \$ \_\_\_\_\_ bid price for one (1) mile of travel

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Item	Approx Qty	Unit	Article and Description	Unit Price
003	2,000	Acres	Fuel Break	

Specifications:

**Project Scope:** *Pay particular attention to the project scope before offering bid.*

- Species may include all native or non – native tree species or woody materials located at a project site.
- Contractor and Project Coordinator will make a site visit prior to the start of the project to determine the final cost for the service. The price will be based on the approved rates for the items included under this line item.
- Contractor shall provide all necessary labor, insurance, supplies, equipment and/or materials needed to successfully complete the project.

**Contractor must meet the following requirements (minimum):**

- Fall, limb, and buck (moveable length) trees selected by the SLO on project locations.
- *Slash will be piled in piles not to exceed standards established by the New Mexico Forestry Division. If chipping is determined to be the best method for treatment of the slash, the fee should be based on the approved rates for chipping included in this document.*
- Stump height should be no more than 4” in height from ground/surface level.
- Provide own chainsaw(s), and all other appropriate material needed for successful completion.
- Must meet either standards established for fallers/chainsaw operators, by the National Wildfire Coordination Group or must be a fully qualified tree faller as provided by a logging or tree company.
- Provide work history, qualifications, or experience sheet of activities associated with felling operations.
- Provide references of work history related to felling operations.
- Must follow OSHA Standards for Tree Felling or Chainsaw Operations.
- The following Personal Protective Clothing and Equipment is required to be furnished by the Contractor:
  - a. Boots- all leather, lace-up type, minimum eight (8) inches high with lug type sole in good condition (steel toes are unacceptable).
  - b. Hardhat – Plastic, Class B, ANSI Z89.1, OSHA approved, with chinstrap. Must meet NFPA 1977, 1998 edition.
  - c. Hearing protection: acceptable OSHA Standards.
  - d. Gloves- One pair of heavy-duty leather per person.
  - e. Eye protection- One pair per person – shatter resistant

Price should be based on the following criteria: Contractors should provide only one rate for each item. If multiple workers or equipment is needed, the price will be based specifically on approved rates. Contractor must break provide an individual price for each anticipated piece of equipment (i.e., price for bobcat, price for skidder, etc.)

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

3(a) \$ \_\_\_\_\_ bid price for labor / person /per day  
 3(b) \$ \_\_\_\_\_ bid price / one (1) chainsaw / per day  
 3(c) \$ \_\_\_\_\_ bid price / one (1) piece of equipment / per day

In addition, the Contractor should provide an additional bid within in this item # to include a mileage rate. The rate should be based on one (1) mile of travel. Payment will be made based on miles traveled to and from project location, but will not include those miles encountered when moving within project boundaries.

3(d) \$ \_\_\_\_\_ bid price for one (1) mile of travel

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Item	Approx Qty	Unit	Article and Description	Unit Price
004	600	Acres	Chipping/Slash Treatment	2012 JAN 23 AM 8 25

Specifications:

**Project Scope:** *Pay particular attention to the project scope before offering bid.*

- Species may include all native or non – native tree species or woody materials cut or downed on the project site.
- Project Coordinator will determine if chips will be spread, removed from the site and/or piled. Contractor should consider the variation between the two chip disposal concepts and offer a bid on the highest level of difficulty.
- Vehicles pulling chippers would be able to drive to location. Brush would only be required to be pulled to chippers no more than 100 feet.

**Contractor must meet the following requirements (minimum):**

- Chip all cut or downed materials within the project boundaries or other areas identified by the PC.
- The Contractor at any ingress/ egress points should provide warning signs in order to warn cooperators/customers of the potential for hazardous conditions.
- The Contractor is responsible for providing transportation of the chipper, transportation of equipment and/or personnel to and from project site, and within project boundaries.
- The Contractor is responsible for all equipment, supplies, material, repairs, and/or maintenance of or to their equipment or facilities.
- Contractor must provide all the personal protective equipment for their employees that must include a minimum of a hard hat, ear protection, eye protection, boots, and other appropriate material.
- Contractor must adhere to OSHA standards for operating a chipper.

Price should be based on an hourly rate; to include hourly wages, equipment needs, travel, per –diem, and equipment use.

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

4(a) \$ \_\_\_\_\_ bid price / one (1) hour of labor  
 4(b) \$ \_\_\_\_\_ bid price for equipment / one (1) hour of use  
 4(c) \$ \_\_\_\_\_ bid price / mile to and from- once

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Item	Approx Qty	Unit	Article and Description	Unit Price
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005	1,200	Acres	Brush Pulling	
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Specifications:

**Project Scope:** *Pay particular attention to the project scope before offering bid.*

- Species may include Mixed Conifer, Ponderosa Pine, Pinon, Juniper, Salt Cedar, Russian Olive, Cottonwood, or other species removed during fuel mitigation projects.
- Project Coordinator will determine if brush will be piled or lopped and scattered. Piles should not be more than the guidelines established by the New Mexico Forestry Division. Lopping and scattering of brush shall not be over 2 feet in height.
- Difficulties of terrain and project location may require pulling brush more than ¼ mile from location.
- Low impact vehicles (such as 4 wheelers or Bobcats) may be used to assist in pulling but only with the approval of the project coordinator.

**Contractor must meet the following requirements (minimum):**

- Pull brush to location identified by Project Coordinator.
- Occasional saw work may be required to cut brush into moveable lengths.
- The Contractor is responsible for providing transportation of any personnel and/or equipment to and from project site and within project boundaries.
- The Contractor is responsible for all equipment, supplies, materials, repairs, and/or maintenance of or to their equipment or facilities.
- Contractor must provide all the personal protective equipment for their employees that must include a minimum of a hard hat, ear protection, eye protection, boots, and other appropriate material.
- Contractor must adhere to OSHA standards for operating a chainsaw or any other related equipment.
- The Contractor and Project Coordinator will agree beforehand on the hours needed to complete the project. Once that is established, the Contractor will be required to complete the project in the allocated time frame.

Price should be based on an HOUR RATE; to include hourly wages, equipment needs, travel, per diem, and equipment use.

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

5(a) \$ \_\_\_\_\_ bid price / hour

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Item	Approx Qty	Unit	Article and Description	Unit Price
006	1	Each	Forest and/or Fire Management Plan	

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Specifications:

**Project Scope:**

- Research, prepare, write, edit and produce a professional management plan to deal with forest health and/or the use of fire as a tool in reshaping/restoring current land conditions.
- Fuel types may include, but are not limited to: ponderosa pine, Piñon/juniper, mixed conifer, sage brush, and/or various grasslands.
- Contactor must coordinate with the SLO to determine goals/objectives of the plan.
- Contractor must conduct site visits and/or on-the-ground evaluation of the project site.
- Boundaries and project location(s) will be provided by the SLO.

**Contractor must meet the following requirements (minimum):**

- Forest Management Plan: Contractor must be certified by a professional association, and/or maintain a minimum of a four (4) year degree, and/or demonstrate experience of more than (10) ten years developing forest, range and/or ecological management plans. Certification and/or education and/or experience in: forestry, natural resource management, land management planning, range management/ecologist, or other similar natural resource fields.
- Fire Management Plan: Contractor must be certified by a professional association, and/or maintain a minimum of a four (4) year degree, and/or demonstrate experience of more than (10) ten years developing fire, prescribed fire, forest, range and/or ecological management plans. Contractor certification and/or education and/or experience in: fire management, prescribed fire, forestry, natural resource management, land management planning, range management/ecologist, or other similar natural resource fields. Finally, contractor must demonstrate successful experience/qualifications in a suppression and/or ignition role on wildfires and/or prescribed fires.
- The Contractor is responsible for all equipment, supplies, materials, repairs, and/or maintenance of or to their equipment or facilities to successfully complete the management plan.
- The Contractor and Project Coordinator will agree prior to the project on the hours needed to complete the management plan. Once established, the Contractor will be required to complete the project in the allocated time frame.

**Management Plans must include the following:**

- Follow SLO template and format
- Legal land descriptions of all areas involved within the project to include Township(s), Range(s) and Section(s). If smaller than one (1) section, the contractor must provide quarter/quarter breakdowns.
- Provide total acres involved
- Ownership of all parties within the burn, the location of the ownership by legal land descriptions.
- Adjacent land owners and location in relation to the management plan
- Contact numbers/addresses of adjacent land owners
- Cooperating agencies to include contact names, phone numbers, and addresses.
- Clearly identify goals and objectives of the plan.

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Item	Approx Qty	Unit	Article and Description	Unit Price
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**Item 006 Continued**

**Plan sequence may include the following (at a minimum, but is not limited to):**

- SLO approved cover page
- Table of contents
- Signature/approval page
- Executive summary
- Explanation/purpose of the State Land Office’s mission
- Purpose/Overview
- Goals
- Objectives
- Location
- Physical site data
- Existing vegetation by fuel type/category/stand type
- Acreage encompassed for each fuel type/category/stand type
- Recommended treatment method(s)- primary for each fuel type/category/stand type
- Secondary treatment methods for each fuel type/category/stand type
- Potential obstacles for each treatment method
- Threatened species – environmental/biological (include summary of SLO provided report)
- Cultural resources – (include summary of SLO provided report and location of each site)
- Wildlife management
- Existing/multi uses and considerations for
- Noxious weed management
- Insects and disease monitoring
- Fire prevention and control
- Identify hazards by type and location- provide mitigation measures/recommendations for each hazard
- Ingress/egress – access issues
- Internal roads
- Funding possibilities
- Industry potential to meet objectives
- Education and research
- Public Information
- Conclusion
- Appendix A: State Forestry Guidelines/Principles and state statutes
- Appendix B: Landowners within the management plan
- Appendix C: Adjacent landowners
- Appendix D: Cooperating agencies
- Appendix E: Overview map
- Appendix F: Fuel category/type/stand maps
- Appendix G: Road, ingress/egress maps

Price should be based on an HOUR RATE; to include hourly wages, equipment needs, travel, per diem, supplies, map preparation, document preparation, and/or equipment use.

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

**6(a)** \$ \_\_\_\_\_ bid price / hour

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Item	Approx Qty	Unit	Article and Description	Unit Price
007	2	Each	Wildland Fire Engines	

Specifications:

Contractor must meet the following requirements (minimum)

- Must provide a minimum of two (2) firefighters. One (1) must be qualified as a Single Resource Boss (ENGB), and the other must be qualified as at least a Firefighter Type 2 (FFT2).
- Wet contract: Contractor must provide all equipment, fuel, sleeping quarters, food, repairs, tires, labor, and operating supplies in order to successfully complete the project.
- For each individual, the contractor shall supply certification illustrating that the individuals have met all training, physical fitness, and experience levels for the position being performed when assigned.
- Must meet physical fitness standards as identified in the Forest Service Handbook – Southwestern Region’s (Region 3) standards for Fire Engine Type Vehicles (FSH 5109.34- Interagency Incident Business Management Handbook- Chapter 20-Procurement, Supplement No. 5109.34-2004-1; Effective Date: February 27, 2004. pg. 21 of 27 or any revised/or newer version of the same rule).
- Must complete annual refresher training in the use of Fire Shelter and Standards for Survival.
- Contractor, upon request, shall provide complete records that document each employee’s training and qualification for inspection by the SLO.
- The following Personal Protective Clothing and Equipment is required to be furnished by the Contractor:
  - a. Boots- all leather, lace-up type, minimum eight (8) inches high with lug type sole in good condition (steel toes are unacceptable).
  - b. Hardhat – Plastic, Class B, ANSI Z89.1, OSHA approved, with chinstrap. Must meet NFPA 1977, 1998 edition.
  - c. Gloves- One pair of heavy-duty leather per person.
  - d. Eye protection- One pair per person – shatter resistant.
  - e. Head lamp- One lamp per person with batteries and attachment for hardhat.
  - f. Canteen- one-quart size, two per person required.
  - g. Fire shelter- One serviceable shelter meeting NFPA Standard 1977, 1998. One per person.
  - h. Flame resistant clothing: Shirt and trousers for routine fire line duties; must meet USFS and NFPA 1977 minimum standards.
- Tank Baffling: The water tanks must be equipped with partitions that reduce the shifting of the water load. Engines shall have the water tank baffled in a manner that conforms to the NFPA Standards for Mobile Water Supply Apparatus, the American Society of Mechanical Engineers standards, or other industry-accepted engineering standards.
- When fully loaded (including operators and accessory equipment) will conform to manufacturer gross vehicle rating (GVWR).
- Vehicles shall be licensed to carry the GVWR of the loaded unit. Vehicles that require a CDL operator when operating on public highways shall be furnished with a licensed CDL operator at all times.
- Vehicles shall be configured in a manner that vehicle center of gravity is within the design limits of the equipment.
- At the time of hire, the contractor shall provide a complete inventory of the firefighting accessories on the vehicle. A copy of the inventory shall be provided to the Project Coordinator or Assistant Division Director for Field Operations.

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Item	Approx Qty	Unit	Article and Description	Unit Price
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**Item 007 Continued**

- **MINIMUM REQUIRED ENGINE INVENTORY:**
  - a. 2 nozzles, combination fog/straight stream
  - b. 20 feet suction hose with strainer or screened foot valve
  - c. 2 shovels (USFS Specifications)
  - d. 2 pulaskis (USFS Specifications)
  - e. 1 spanner wrench, combination 1" to 1 1/2"
  - f. 2 gated wyes
  - g. 4 reducers
  - h. 2 adaptors – female to male
  - i. 2 increasers
  - j. 1 fire hose clamp
  - k. 1 5-gallon container for drinking water
  - l. 1 first aid kit (5 person)
  - m. 1 set of wheel chocks
  - n. Five gallons (minimum) fuel to operate pump and engines for 12 hours
  - o. 1 pump for water fill or have drafting capabilities.
  - p. 2 drip torches or 1 case of fuses

- **ENGINE CLASSIFICATION:**
  - The minimum standards must be met:
  - Pump capacity (GPM at PSI)                    50-100
  - Tank capacity (gallons):                         200
  - Hose 1 1/2" (feet):                                300
  - Hose 1" (feet)                                        300
  - Personnel    2 – 3 (2 is only required- additional cost is at the cost of the contractor).

Price should be based on a DAILY RATE; to include hourly wages, equipment needs, travel, per diem, and equipment use. Contractors are guaranteed 16 hours of pay per operational period (day) for each day used on SLO prescribed fire activities. See rules on Contractor Responsibilities for working more than 16 hours in an operational period.

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

7(a) \$ \_\_\_\_\_ bid price / daily rate

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Item	Approx Qty	Unit	Article and Description	Unit Price
008	2,000	Chains	Fireline Construction and Maintenance	

Specifications:

**Project Scope:** *Pay particular attention to the project scope before offering bid.*

- Contractors will be required to construct fireline before prescribed fire activities.
- In addition, trail construction with similar characteristics may be used under this category if both the SLO and Contractor agree on the terms and extent of the trail construction.
- SLO representatives will locate fireline. Chains will be determined by the Contractor and verified by the SLO.
- Firelines should be located on SLO property, unless otherwise identified by the PC. Contractors must be aware of project boundaries and do not go outside the boundaries unless authorized by the PC.

**Contractor must meet the following requirements (minimum):**

- Fireline should be cleared to a width of ten (10) feet wide. Trees or brush shall be cut to ensure the above dimensions are followed. Ground to aerial level- all trees and brush should be removed to meet the 10 feet wide specifications.
- Actual handline: should be a minimum of (2) two feet wide to three (3) feet wide. The handline shall be cleared to mineral soil.
- All forbs, shrubs, and other vegetation should be removed from handline.
- Fireline may, and should, require removing of brush, trees, and shrubs that adversely affect the fireline clearance requirements.
- Cup trenches should be constructed at any time hand line is considered underslung, or is on a slope. Contractors are responsible for identifying areas needing cup trenches.
- All excess debris will be removed from the fireline and disposed within the project boundaries- at a minimum distance of one (1) chain from the fireline.
- Contractors are responsible for all equipment and personal protective equipment necessary for their employees to successfully complete the task.
- Contractor shall be familiar with the principles of fireline construction.
- Experience records related to fireline construction may be required by the SLO.

Price should be based on a labor (per one (1) hour); to include tools, equipment needs, travel, per diem, and equipment use.

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

8(a) \$ \_\_\_\_\_ bid price / hour of labor

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Item	Approx Qty	Unit	Article and Description	Unit Price
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009	100,000	Acres	<b>Prescribed Fire Burn Plan Preparation</b>	
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Specifications:

Contractor must meet the following requirements (minimum):

- Submit a Prescribed Fire Plan for each project site requested.
- Plan should follow SLO guidelines and plan templates (available from SLO).
- Coordination with the Project Coordinator will provide objectives. Clearly state objectives and provide a prescription to achieve those objectives.
- Provide guidance and expertise.
- Plan should cover ignition, holding, escape contingency, mop-up, and crew briefing checklist.
- Holding and ignition plan should be completed to include initial workforce and equipment placement and utilization.
- Run and complete BEHAVE predications for high, medium, and low prescription ranges.
- Complete a site-specific crew-briefing checklist.
- Develop a safety and medical plan for the burn.
- Create a notification plan to include radio frequencies, contact names, and contact numbers. Identify frequency for use.
- Attain Smoke Permit when needed (in the name of SLO).
- Coordinate and cooperate with adjoining or assisting agencies.
- Coordinate information releases and public meetings if needed. All correspondence related to any prescribed fire activities must be approved by the SLO.
- Coordination with the Project Coordinator; develop maps identifying project area, threats/improvements, allowable burn area, ignition method, placement of holding crew and equipment, and location where weather will be monitored and documented.

Price should be based on an HOUR RATE; to include hourly wages, equipment needs, travel, per –diem, supplies, map preparation, document preparation, and/or equipment use.

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

9(a) \$ \_\_\_\_\_ bid price / hour

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Item	Approx Qty	Unit	Article and Description	Unit Price
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010	5,000	Acres	File Burning	
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Specifications:

Contractor must meet the following requirements (minimum):

- Follow approved burn plan exactly as identified.
- All employees shall be equipped with the proper personal protective clothing and equipment.
- Contractor is responsible for all ignition devices, fuel, and tools necessary to complete the project.
- Contractors may be required to tighten piles or may be required to pull brush to piles - not to exceed more than 100 feet.
- If piles or slope are not consistent throughout the project boundaries, SLO and the Contractor will agree upon the highest level of difficulty related to the piles per acre and slope constraints. Once determined, the price will be consistent with the highest level of difficulty.

**Bid Guidelines:**

Provide one (1) bid per hour for labor to include: hourly wages, tools, equipment, travel, per diem, etc.

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

10(a) \$ \_\_\_\_\_ labor – per hour

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 20-539-00-00164

Item	Approx Qty	Unit	Article and Description	Unit Price
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011	2	Each	Holding Boss	
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Specifications:

Contractor must meet the following requirements (minimum):

- Must demonstrate training, physical fitness standards, and experience levels established by the National Wildfire Coordination Group's 310-1 Qualification Guide. If current qualifications are not current, the SLO may review past qualifications and experience to determine if the contractor can be used on the project.
- Must provide all personal protective equipment, ignition devices, and tools necessary to successfully complete the project.
- A work history or Incident Qualification Card (red card) may be required.
- Contractor must have performed this duty on a prescribed or wildfire incident.
- Contractor is responsible to the prescribed fire burn boss.
- Supervises holding crew.
- Assures safety of assigned personnel.
- Maintains contact/communications with subordinates, ignition specialist, and prescribed fire burn boss.
- Advises prescribed fire burn boss of conditions affecting fire behavior and potential holding problems.
- Suppresses spot fires/slop-overs and potential problem areas.
- Confers with ignition specialist and prescribed fire burn boss to coordinate ignition/holding sequence.
- Evaluates subordinates and success of holding activities.
- Holds burn and mops-up according to plan.
- Provide own meals.

Price should be based on PER DAILY RATE; to include hourly wages, equipment needs, travel, per diem, supplies and telecommunications. Contractor is guaranteed a 16 hour shift of pay.

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

11(a) \$ \_\_\_\_\_ bid price / daily rate

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 20-539-00-00164

Item	Approx Qty	Unit	Article and Description	2012 JAN 23 AM 8:23	Unit Price
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012            2            Each            Ignition Specialist

Specifications:

Contractor must meet the following requirements (minimum):

- Must demonstrate training, physical fitness standards, and experience levels established by the National Wildfire Coordination Group's 310-1 Qualification Guide. If current qualifications are not current, the SLC may review past qualifications and experience to determine if the contractor can be used on the project.
- Must provide all personal protective equipment, ignition devices, and tools necessary to successfully complete the project.
- A work history or Incident Qualification Card (red card) may be required.
- Contractor must have performed this duty on a prescribed or wildfire incident.
- Contractor is responsible to the prescribed fire burn boss.
- Supervises the ignition operation and assigned resources.
- Participate in briefings with ignition crew.
- Maintains contact/communications with subordinates, holding boss, and prescribed fire burn boss.
- Reconnaissance of burn unit.
- Development of ignition techniques – assist in the preparation of the prescription to meet objectives.
- Develop an organizational plan and assign equipment.
- Monitor weather and fire behavior, and make adjustments as needed.
- Provide instruction of job techniques.
- Assures safety of assigned personnel.
- Ignite fuel according to plan and schedules needed to meet production goals.
- Directs and instructs personnel in ignition sequence and ignition technique.
- Advises supervisor of progress, problems, and safety or assigned resources, and recommend alternative ignition sequence, if needed.
- Coordinates with holding resources.
- Provide own meals.

Price should be based on PER DAILY RATE; to include hourly wages, equipment needs, travel, per diem, supplies and telecommunications. Contractor is guaranteed a 16 hour shift of pay.

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

12(a) \$ \_\_\_\_\_ bid price / daily rate

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 20-539-00-00164

Item	Approx Qty	Unit	Article and Description	Unit Price
013	1	Each	Prescribed Fire Burn Boss	

Specifications:

Contractor must meet the following requirements (minimum):

- Must demonstrate training, physical fitness standards, and experience levels established by the National Wildfire Coordination Group's 310-1 Qualification Guide. If current qualifications are not current, the SLO may review past qualifications and experience to determine if the contractor can be used on the project.
- The level of difficulty (complexity) may include: basic, intermediate or complex. Contractors will be selected based on their experience as it relates to the difficulty (complexity) of the burn.
- Must provide all personal protective equipment, ignition devices, and tools necessary to successfully complete the project.
- A work history or Incident Qualification Card (red card) will be required.
- Contractor must have performed this duty on a prescribed or wildfire incident.
- Contractor is responsible to the SLO.
- Directs overall burn operations.
- Terminates operations if fire behavior or effects are not meeting objectives.
- Ensures safety of personnel, observers, and the public.
- May help in the establishment of burn objectives.
- Determines start and finish of project.
- **FOLLOWS THE APPROVED BURN PLAN EXACTLY.**
- Assures all burn plan requirements are met.
- Has knowledge of resource management objectives.
- Has knowledge of SLO facilities and improvements; takes all actions necessary to protect them.
- Assures all weather and fuel data are collected and interpreted.
- Certifies that the burn is out.
- Ensures burn prescription is met.
- Declares the prescribed fire as a wildfire if burn goes out of prescription.
- Supervises holding crew.
- Maintains contact/communications with subordinates, ignition specialist, and holding boss, assisting resources, and SLO representatives.
- Provide own meals.

Price should be based on PER DAILY RATE; to include hourly wages, equipment needs, travel, per diem, supplies and telecommunications. Contractor is guaranteed a 16 hour shift of pay.

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

13(a) \$ \_\_\_\_\_ bid price / daily rate

**NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS - PUBLIC WORKS BUREAU**  
**QUESTIONS?? Call OR E-mail:**

Patricia Barela @ (505) 841-4409 OR [patricia.barela@state.nm.us](mailto:patricia.barela@state.nm.us) or  
 Kim Kew @ (505) 841-4405 OR [kim.kew@state.nm.us](mailto:kim.kew@state.nm.us)

fax (505) 841-4423

Contracting Agency/Owner	County	Decision Date	Decision No.
Commissioner of Public Land NM State Land Office	Various	01/09/12	VA-12-0018 A
		<b>Expires for Bids</b>	
<b>Type of Construction: A</b>		<b>04/09/12</b>	

**Description of Work: Fuel Mitigation**

1,325,000 Description: ITEM 0001 Selected Tree Felling \$50,000 Qty Needed: 400 acres Fall, limb, and buck (moveable length) trees selected by the SLO on project locations following either the standards established for fallers/chainsaw operators by the National Wildfire Coordination Group, or must be a fully qualified tree feller as provided by a logging or tree company. Slash may be lopped and scattered and/or piled. ITEM 0002 Thinning \$400,000 Qty Needed: 2,000 acres Fall, limb, and buck (moveable length) trees selected by the SLO on project locations following standards for fallers/chainsaw operators. Slash will be piled in piles and may include chipping. ITEM 0003 Fuel Break \$100,000 Qty Needed: 2,000 acres A fuelbreak can be defined as a strip of land where the trees or other vegetation have been reduced to decrease the risk of the spread of fire. Fall, limb, and buck (moveable length) trees selected by the SLO on project locations following either the standards established for fallers/chainsaw operators by the National Wildfire Coordination Group, or must be a fully qualified tree feller as provided by a logging or tree company.

**REMINDER to those preparing BID documents:** If bids are not opened by the above "Expires for Bids" date, a **NEW** wage decision may be required. If bids are NOT submitted before new wage rates go into effect, a **NEW** wage decision **WILL** be required. Call the Public Works Bureau at (505) 841-4409 to check status of new wage rates.

**NOTICES**

**ALL** contractors **MUST** have an active registration with the Labor Enforcement Fund before bidding on any public works project. Bids from contractors who are not registered will be considered **INVALID**.

The General/Prime Contractor selected for this project **MUST** submit a completed Statement of Intent to Pay Prevailing Wages to the Contracting Agency (or it's agent) before any work is started.

Sub-contractors & 2<sup>nd</sup>/3<sup>rd</sup> Tier Contractors **MUST** also submit Statements through their General/Prime before they start work. The General/Prime is responsible for informing the Contracting Agency or it's agent whenever there is a change to the subcontractors on the project.

The Contracting Agency or it's agent **MUST** fill out and submit the Notification of Award and Subcontractor list to the Public Works Bureau and forward the remainder of this wage decision package to the General/Prime Contractor that is awarded the project contract. That contractor is also responsible for making certain that all subcontractors have copies of the wage decision and other needed forms.

The General/Prime Contractor **MUST** post the wage rate table at the job site outside the Superintendent's trailer/office in an easily accessible place.

Workers **MUST** be classified & paid according to the work they perform, regardless of qualifications.

These wage rates are good for the life of a project.

