



RETURN INVITATION TO BID:

GSD/PD (Rev. 03/17/14)

State of New Mexico
General Services Department, Purchasing Division
(Hand Deliver Only) 1100 S. Saint Francis Drive, Room 2016 (87505)
(Mail Only) PO Box 6850
Santa Fe, New Mexico 87502-6850
(505) 827-0472

Invitation to Bid Contract

Title: Natural Resources Management Services

Bid number: 70-539-16-00246

Agency requested delivery: As Requested

Commodity code(s): 02046, 02082, 02243 (New)
00206, 00210 (Old)

Formal Sealed Bid Opening

Place: NM State Purchasing Division Bid Room

Bid Closing Date: September 25, 2016 Time: 2:00pm

Ship To:
NM State Land Office
310 Old Santa Fe Trail
PO Box 1148
Santa Fe, NM 87504-1148
Invoice:
Same as ship to

If you have questions regarding this Invitation to Bid please contact: Mark Meyers 505-827-4453
Procurement Specialist: Sandra Lujan Telephone No.: 505-827-0242

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

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

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

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

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

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

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, veterans, and contractors will have to obtain preference number(s) with the NM Department of Taxation & Revenue. In order for the appropriate preference to be applied to any solicitation, there must be no federal funds involved, and vendor must submit a copy of their preference certificate with each solicitation. Applications are available for download at:

http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx

Veterans Only: The Resident Veterans Preference Certification enclosed herein must be completed and returned with bid in order to receive the preference.

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)

FOR MAILED-IN BIDS: 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.

FOR UPLOADED BIDS VIA SCI-QUEST: Such bids will be time-stamped in the system when Bidder clicks "OK" after "Review and Submit." You will receive a confirmation email of the submission for your records. Such electronic submissions will be considered sealed bids in conformance with statute.

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

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

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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

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

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

### **Important Bidding Information**

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

No financial interest       Yes financial interest

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

Bid tabulations will be posted to our website approximately two (2) weeks after bid opening date. To access go to [www.generalservices.state.nm.us/spd/](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; equivalents will be considered. If bidding "equivalent" bidders must be prepared to furnish "complete data" upon request, preferably with bid, to avoid delay in award.

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

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

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

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

### **Awards**

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

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

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

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

After bid opening, no modifications on bid prices or other provisions of the 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 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: <http://www.insurenwemexico.state.nm.us/>.

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

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

### **New Mexico Pay Equity Initiative**

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

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

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

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

The PE10-249 and PE250 worksheet is available at the following website:  
[http://www.generalservices.state.nm.us/statepurchasing/Pay\\_Equity.aspx](http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx)

### **Contract**

**Article I – Statement of Work** – Contract to provide requirements as indicated in specifications.

**Article II – Term** – The term of this Contract will be as indicated in specifications.

**Article III – 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 IV – Amendment**

This Contract may be amended by mutual agreement of the New Mexico State Purchasing Agent and the Contractor upon written notice by either party to the other. An amendment to this Contract 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. Amendments affecting price adjustments and/or extension of contract's expiration date are not allowed unless specifically provided for in bid and contract documents.

**Article V – Price Schedule** – Price(s) as listed are firm.

**Article VI – Indemnity Clause**

Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et

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seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

**Article VII – Contractor Agreement**

Contractor agrees to:

- A. Furnish all equipment, material, labor and tools, required to perform the work specified.
- B. Provide competent supervision and skilled personnel to perform all work in progress.
- C. Comply with all local, state, and federal laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devises and protective equipment, and take any other needed 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.
- D. Provide workers adequate insurance, including but not limited to Worker's Compensation.
- E. Make necessary arrangements for storage of his/her tools and/or equipment. The state agency will not be responsible for any lost or stolen property.
- F. Be responsible for all cleanup work on the project site and at the equipment storage area(s) prior to final inspection and acceptance.
- G. Comply with all applicable codes for this type of work.
- H. Be held liable for any damages which occur because of his/her negligence or that of his/her employees.

Contractor License Number (if applicable) \_\_\_\_\_ Classification \_\_\_\_\_

**Resident Veterans Preference Certification**

\_\_\_\_\_ (name of contractor) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

**Please check one box only**

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

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



# Natural Resource Management Services Price Agreement

## PURPOSE

To develop of a price agreement for natural resource management activities on land managed by the New Mexico State Land Office (SLO). Any State of New Mexico Agency can use this Multiple Vendor price agreement to meet natural resource management objectives. 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 conditions.

**THIS IS NOT A PROJECT SPECIFIC PRICE AGREEMENT.** This price agreement can and/or may cover any and/or all natural resource management 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.

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

## 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.

## TERM

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

## CONTRACTORS:

Multiple contractors will be accepted for services and/or equipment included in this price agreement. The award to multiple contractors will improve the overall effectiveness of 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.** Contractors will be selected based on their capabilities, past experience with the SLO, and past experience with other land management agencies.

### **BIDDING INSTRUCTIONS**

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

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

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

### **GROSS RECEIPT TAXES**

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

### **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 \$50,000.00 for services. Information related to performance bonds can be gained at 505-827-0487 or can be gained at [www.state.nm.us/spd](http://www.state.nm.us/spd). Prior to issuance of a contract order, the successful awarded contractor must provide a 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 DECISION**

All Contractor(s) must adhere to The New Mexico Public Works Wage Act. The contractor(s) are responsible for attaining a wage determination from the Department of Labor for any one project that exceeds \$60,000.00. Information for wage rates can be

gained at [www.dol.state.nm.us](http://www.dol.state.nm.us). **A WAGE DETERMINATION IS NOT NEEDED WHEN BIDDING ON THIS PRICE AGREEMENT.**

### **PRICE AGREEMENT MANAGER**

For information pertaining to the requirements of this price agreement or general questions about price agreements, please contact Mark Meyers, Forester- New Mexico State Land Office. (505) 827-4453.

### **WORK ZONES**

Contractors must identify geographical zones in which they are willing to perform their services. A map is located in this price agreement for reference. Identify which zones your company is willing to work in by checking the blank to the immediate right of the number zone.

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

Zone 1: San Juan County

Zone 2: Rio Arriba, Taos, Los Alamos, Santa Fe Counties

Zone 3: Colfax, Union, Harding Counties

Zone 4: McKinley & Cibola Counties

Zone 5: Sandoval, Bernalillo, Valencia & Torrance Counties

Zone 6: Mora, San Miguel & Guadalupe Counties

Zone 7: Quay, Curry, De Baca & Roosevelt Counties

Zone 8: Catron & Socorro Counties

Zone 9: Lincoln & Otero Counties

Zone 10: Chaves, Eddy & Lea Counties

Zone 11: Grant, Hidalgo & Luna Counties

Zone 12: Sierra & Dona Ana Counties

**SITE VISITS:** Once a project is identified, Contractors (those that have the appropriate capabilities, 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 include all the selected Contractors present. SLO will provide pertinent information such as the project plan related to the project. Contractors will provide a cost 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.

**SELECTION OF THE CONTRACTOR:** Contractor's will be selected based on: 1) capabilities, 2) total cost to complete project, 3) time table to complete project, 4) work history on SLO projects, and/or 5) work history with other land management agencies. **FOR FIRE RELATED ACTIVITIES:** Contractor must provide a history of their national fire qualifications and/or records.

### **ABBREVIATIONS:**

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.

**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).

**Defensible space:** Natural and landscaped area around a structure that has been maintained and designed to reduce wildfire danger. Defensible space reduces the risk that fire will spread from the surroundings to the structure.

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

**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 effect 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.

**Project Plan:** A document approved by the State Land Office that describes individual project standards and work specifications.

**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.

### **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 SLO), 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 it's 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.

### **Scope of Work:**

#### **Use of Machinery and Equipment**

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

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

In general, when gasoline, diesel fuel, antifreeze, hydraulic fluid, or any other chemical contained within the vehicle or machinery is released in the project area; proper corrective clean-up and safety actions shall be followed.

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

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

place in appropriate safety containers, and dispose of according to state and/or federal laws and rules or regulations.

### **Fire Preparedness**

- All applicable state and federal fire laws during fire season must be followed.
- Precautions will be taken to prevent employees from igniting any fires that are not required to complete projects.
- All fires sighted at or near the project area must be immediately reported.
- All equipment and vehicles must have spark arresters and/or mufflers that are appropriate and in good working condition.
- At minimum, one shovel, one Pulaski, and a fully charged fire extinguisher will be furnished and available for emergency use in all vehicles, masticators, and other heavy equipment.
- A shovel will be kept within 200 feet from each chain saw in operation. A sufficient number of shovels should be furnished to allow each person at the work site to be equipped to fight fire.
- During fire season, smoking is not permitted while operating equipment or while working in or around grass or forest fuels.
- A telephone or radio system will be furnished on the work site to ensure communication in the event of fire or other emergency.
- Operations may be restricted to morning hours during times of high fire risk.

### **VEGETATION MANAGEMENT TREATMENTS:**

#### **Mechanical thinning specifications**

**Project Scope:** Use a HydroAxe, Tiger Cat, Bobcat with attachment, excavator with attachment, or equivalent machine to cut down selected trees/brush. Selected trees/brush shall be marked for cutting or selected by written prescription. Trees/brush shall be cut down to four inches above ground level or less. Downed tree bole and slash shall be masticated such that chip depth does not exceed six inches.

Trees that are not marked or prescribed for removal shall not be damaged and remain untouched by treatment activities.

This activity will take place in a variety of vegetation types and terrains.

- Species may include all native or non-native tree species or woody materials located at a project site.
- Contractor shall provide all necessary labor, insurance, supplies, equipment, and materials needed to successfully complete the project.

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

- Adhere to all applicable Forest Harvest Practice Standards (19.20.4.9 NMAC) in addition to the terms and conditions of the Project Plan, any laws or rules or

regulations of the land management agency upon whose property the work will take place, and the terms and conditions of this Price Agreement.

- Stump height must be no more than four inches in height from ground/surface level.
- Provide own chainsaws and all other appropriate material needed for successful completion.
- Meet either standards established for fallers/chainsaw operators by the National Wildfire Coordinating Group, or be a fully qualified tree faller as certified by a logging or tree company.
- Follow OSHA Standards for Tree Felling or Chainsaw Operations.
- Furnish the following PPE to employees:
  - a) Boots - all leather, lace-up type, minimum eight 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: Must meet OSHA Standards.
  - d) Gloves: One pair of heavy-duty leather per person.
  - e) Eye protection: One pair per person-shatter resistant.
  - f) Chaps: Must meet OSHA standards.
- Provide warning signs at any ingress/egress points in order to warn cooperators/customers of the potential for hazardous conditions.
- Provide all equipment, supplies, material, repairs, or maintenance of or to Contractor's equipment or facilities.

Price shall be provided on a **PER ACRE RATE** to include wages, equipment needs, travel, per-diem, and equipment use. Bids shall be based on general vegetation/fuel type. Bids on this item shall be for thinning on average slopes and for thinning on excessive slopes. Slopes are deemed excessive when average slope of the project area is greater than 25%.

Vegetation/fuel types for bid include:

Ponderosa pine

Piñon/juniper

Mixed conifer

Spruce/fir

Bosque/riparian (invasive species such as salt cedar, Russian olive, and Siberian elm)

Scrub-shrub or shrublands

Grasslands with encroached woody shrubs



### **Hand thinning specifications**

**Project Scope:** Use hand crews equipped with chainsaws and appropriate PPE per OSHA regulations to directionally fall selected trees/brush. Selected trees/brush shall be marked for cutting or selected by written prescription. Trees/brush shall be cut down to four inches above ground level or less.

Trees that are not marked or prescribed for removal shall not be damaged and remain untouched by treatment activities.

This activity will take place in a variety of vegetation types and terrains.

- Species may include all native or non-native tree species or woody materials cut or downed on the project site.
- Vehicles pulling chippers must be able to drive to location.

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

- Adhere to all applicable Forest Harvest Practice Standards (19.20.4.9 NMAC) in addition to the terms and conditions of the Project Plan, any laws or rules or regulations of the land management agency upon whose property the work will take place, and the terms and conditions of this Price Agreement.
- Provide transportation of equipment or personnel to and from project site, and within project boundaries.
- Furnish the following PPE to employees:
  - a) Boots - all leather, lace-up type, minimum eight 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: Must meet OSHA Standards.
  - d) Gloves: One pair of heavy-duty leather per person.
  - e) Eye protection: One pair per person - shatter resistant.
  - f) Chaps: Must meet OSHA standards.
- Adhere to OSHA standards for operating a chipper.
- Provide warning signs at any ingress/egress points in order to warn cooperators/customers of the potential for hazardous conditions.
- Provide all equipment, supplies, material, repairs, or maintenance of or to Contractor's equipment or facilities.

Price shall be based on a **PER ACRE RATE** to include wages, equipment needs, travel, per-diem, and equipment use. Bids shall be based on general vegetation/fuel type. Bids on this item shall be for thinning on average slopes (excluding bosque/riparian area projects) and for thinning on excessive slopes. Slopes are deemed excessive when average slope of the project area is greater than 25%.

Vegetation/fuel types for bid include:

Ponderosa pine

Piñon/juniper

Mixed conifer

Spruce/fir

Bosque/riparian (invasive species removal including salt cedar, Russian olive, and Siberian elm)

Scrub-shrub or shrublands

Grasslands with encroached woody species

### **Lop and scatter specifications**

**Project Scope:** Use hand crews equipped with chainsaws and appropriate PPE per OSHA regulations to buck (cut to moveable lengths) downed trees and/or cut slash such that slash height is no more than two feet. This includes spreading slash by hand as necessary to meet the two-foot criteria.

- Forest type or species may include mixed conifer, ponderosa pine, piñon, juniper, spruce/fir, salt cedar, Russian olive, cottonwood, or other species removed during fuel mitigation projects.
- Difficulties of terrain and project location may require pulling brush more than one-quarter mile from location.
- Low impact vehicles (such as four-wheelers or Bobcats) may be used to assist in lop and scatter treatments, but only with the approval of the Project Coordinator.

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

- Adhere to all applicable Forest Harvest Practice Standards (19.20.4.9 NMAC) in addition to the terms and conditions of the Work Plan, any laws or rules or regulations of the land management agency upon whose property the work will take place, and the terms and conditions of this Price Agreement.
- Pull brush to locations identified by Project Coordinator. Slash shall not be located under the drip lines of residual trees.
- Occasional saw work may be required to cut brush into moveable lengths.
- Provide transportation of any personnel or equipment to and from project site and within project boundaries.
- Provide all equipment, supplies, materials, repairs, or maintenance of or to Contractor's equipment or facilities.
- Furnish the following PPE to employees:

- a) Boots - all leather, lace-up type, minimum eight 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: Must meet OSHA Standards.
- d) Gloves: One pair of heavy-duty leather per person.
- e) Eye protection: One pair per person - shatter resistant.
- f) Chaps: Must meet OSHA standards.
- Adhere to OSHA standards for operating a chainsaw or any other related equipment.
- Provide warning signs at any ingress/egress points in order to warn cooperators/customers of the potential for hazardous conditions.
- Provide all equipment, supplies, material, repairs, or maintenance of or to Contractor's equipment or facilities.

Price shall be based on a **PER ACRE RATE**, to include wages, equipment needs, travel, per diem, and equipment use. Bids shall be provided for work on average slopes and for work on excessive slopes. Slopes are deemed excessive when average slope of the project area is greater than 25%.

### **Hand piling specifications**

**Project Scope:** Use hand crews equipped with chainsaws and PPE per OSHA regulations to pile downed trees (bucked to moveable lengths) and/or cut slash. Pile height and width will be per guidelines or other written prescriptions.

- Forest type or species may include mixed conifer, spruce/fir, ponderosa pine, piñon, juniper, salt cedar, Russian olive, Siberian elm, cottonwood, or other species removed during fuel mitigation projects.
- Piles shall not be within the canopy drip line of existing standing trees.
- Difficulties of terrain and project location may require pulling brush more than one-quarter mile from location.
- Low impact vehicles (such as four-wheelers or Bobcats) may be used to assist in piling treatments, but only with the approval of the Project Coordinator.

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

- Adhere to all applicable Forest Harvest Practice Standards (19.20.4.9 NMAC) in addition to the terms and conditions of the Project Plan, any laws or rules or regulations of the land management agency upon whose property the work will take place, and the terms and conditions of this Price Agreement.

- Pull brush to locations identified by the Project Coordinator. Slash shall not be located under the drip lines of residual trees.
- Occasional saw work may be required to cut brush into moveable lengths.
- Provide transportation of any personnel or equipment to and from project site and within project boundaries.
- Provide all equipment, supplies, materials, repairs, or maintenance of or to Contractor's equipment or facilities.
- Furnish the following PPE to employees:
  - a) Boots - all leather, lace-up type, minimum eight 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: Must meet OSHA Standards.
  - d) Gloves: One pair of heavy-duty leather per person.
  - e) Eye protection: One pair per person - shatter resistant.
  - f) Chaps: Must meet OSHA standards.
- Adhere to OSHA standards for operating a chainsaw or any other related equipment.
- Provide warning signs at any ingress/egress points in order to warn cooperators/customers of the potential for hazardous conditions.
- Provide all equipment, supplies, material, repairs, or maintenance of or to Contractor's equipment or facilities.

Price shall be based on a **PER ACRE RATE**, to include wages, equipment needs, travel, per diem, and equipment use. Bids on this item shall be for average slopes and for excessive slopes. Slopes are deemed excessive when average slope of the project area is greater than 25%.

#### **Mechanical slash treatment specifications**

**Project scope:** Use a HydroAxe, Tiger Cat, Bobcat with attachment, excavator with attachment, chipper, or equivalent machine to chip/masticate previously cut slash from trees/brush. Trees that are not marked or prescribed for removal shall not be damaged and remain untouched by treatment activities. This activity will take place in a variety of vegetation types and terrains.

- Species may include all native or non-native tree species or woody materials located at a project site.
- Contractor shall provide all necessary labor, insurance, supplies, equipment, and materials needed to successfully complete the project.

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

- Adhere to all applicable Forest Harvest Practice Standards (19.20.4.9 NMAC) in addition to the terms and conditions of the Project Plan, any laws or rules or regulations of the land management agency upon whose property the work will take place, and the terms and conditions of this Price Agreement.
- Provide own chainsaws, and all other appropriate material needed for successful completion.
- Follow OSHA Standards for any Chainsaw Operations that may be needed for successful completion.
- Furnish the following PPE to employees:
  - a) Boots - all leather, lace-up type, minimum eight 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: Must meet OSHA Standards.
  - d) Gloves: One pair of heavy-duty leather per person.
  - e) Eye protection: One pair per person-shatter resistant.
  - f) Chaps: Must meet OSHA standards.
- Provide warning signs at any ingress/egress points in order to warn cooperators/customers of the potential for hazardous conditions.
- Provide all equipment, supplies, material, repairs, or maintenance of or to Contractor's equipment or facilities.

Price shall be based on a **PER ACRE RATE**, to include wages, equipment needs, travel, per-diem, and equipment use. Bids on this item shall be for average slopes and for excessive slopes. Slopes are deemed excessive when average slope of the project area is greater than 25%.

**Chemical treatments specifications**

All of the following requirements apply to herbicide applications:

- a) Supply, mix, and apply various additives and surfactants in accordance with manufacturer's instructions as necessary to enhance the effectiveness of

herbicides. Dyes or markers shall be used as necessary to ensure complete treatment of infested areas and to minimize the overlap of treatment areas.

- b) Apply herbicides per label instructions, state rules, and federal regulations. The Contractor shall be responsible for properly disposing of containers and unused herbicides per state rules and federal regulations. Herbicides must be registered for use in New Mexico, with the New Mexico Department of Agriculture.
- c) The timing of treatment activities shall be coordinated with the Project Coordinator.
- d) Contractor shall be a licensed commercial applicator for the State of New Mexico, be certified by the New Mexico Department of Agriculture to apply both general and restricted-use herbicides, and depending on the nature of the work, hold one or more of the following NMDA license endorsements: 1A Agricultural Pest Control, 1B Agricultural Weed Control, 5 Aquatic Pest Control, and 6 Right-of-Way Pest Control. Contractor must be able to identify the target species.
- e) Contractor shall provide copies of herbicide application records that include the date, amount, and type of herbicide applied, location, and weather conditions (temperature, wind, etc.) to EMNRD for each application site.
- f) This activity will take place in a variety of vegetation types and terrains.

#### **Cut-stump treatments specifications:**

**Project scope:** Use hand crews equipped with chainsaws or equivalent equipment to perform chemical cut-stump treatments as appropriate to treat invasive species or other undesirable vegetation. Hand crews shall be equipped with appropriate PPE as per OSHA regulations.

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

#### **Manual spraying specifications:**

**Project scope:** Use hand crews equipped with backpack sprayers or equivalent to manually spray invasive species or other undesirable vegetation. Hand crews shall be equipped with appropriate PPE as per OSHA regulations.

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

#### **Aerial chemical treatment**

**Project scope:**

Utilize a fixed-wing aircraft or helicopter to apply chemical treatments in a variety of vegetation types and terrains. Treatment areas would be delineated on the ground, by map or in writing. The aircraft and pilot must be carded and meet all license, certification and inspection standards.

**Mapping specifications:**

**Project scope:**

Use GPS technology to record locations of individual undesirable plants or perimeters of undesirable plant populations within a defined area. All points and/or perimeters would be provided in shapefile and/or UTM format.

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

<b>Cost Response Form</b>	
<b>Treatment Type</b>	<b>Cost per acre</b>
<b>Vegetation Management Treatments</b>	
Mechanical thinning, ponderosa pine	
Mechanical thinning, piñon/juniper	
Mechanical thinning, mixed conifer	
Mechanical thinning, spruce/fir	
Mechanical thinning, bosque/riparian	
Mechanical thinning, scrub-shrub or shrublands	
Mechanical thinning, grasslands with encroached woody shrubs	
Mechanical thinning, ponderosa pine w/excessive slope	
Mechanical thinning, piñon/juniper w/excessive slope	
Mechanical thinning, mixed conifer w/excessive slope	
Mechanical thinning, spruce/fir w/excessive slope	
Hand thinning, ponderosa pine	
Hand thinning, piñon/juniper	
Hand thinning, mixed conifer	
Hand thinning, spruce/fir	
Hand thinning, bosque/riparian	
Hand thinning, scrub-shrub or shrublands	
Hand thinning, ponderosa pine w/excessive slope	
Hand thinning, piñon/juniper w/excessive slope	
Hand thinning, mixed conifer w/excessive slope	
Hand thinning, spruce/fir w/excessive slope	
Lop and scatter	

Lop and scatter, with excessive slope	
Hand piling	
Hand piling, with excessive slope	
Mechanical slash treatment	
Mechanical slash treatment, with excessive slope	
<b>Chemical treatments</b>	
Manual spraying	
Cut stump treatments	
Aerial chemical treatment	
Mapping occurrence of undesirable vegetation.	

**REVEGETATION TREATMENTS:**

Mowing

Utilize a tractor equipped with a mower or equivalent to mow brush or small trees in a variety of vegetation types and terrains. Treatment areas shall be delineated on the ground, by map or in writing. Height of residual brush should be less than 4-inches tall unless otherwise specified in the project plan. Ruts in the soil created by machinery shall not exceed 4-inches. All machinery and attachments shall be pressure washed and cleaned of noxious weed seeds and other containments prior to entering the project area.

\$ \_\_\_\_\_ bid PER HOUR of labor

Harrowing

Utilize a tractor equipped with a harrow, including Dixie harrow to partially uproot brush and small trees. Treatment areas would be delineated on the ground, by map or in writing. Harrowing would be done when soils are relatively dry to prevent excessive ruts from tires and to minimize soil compaction. All machinery and attachments shall be pressure washed and cleaned of noxious weed seeds and other containments prior to entering the project area.

\$ \_\_\_\_\_ bid PER HOUR of labor

Plowing/Disking

Utilize a tractor equipped with a plow or disk to prepare treatment areas for seeding in a variety of vegetation types and terrains. Treatment areas would be delineated on the ground, by map or in writing. Plowing/disking would be done when soils are relatively dry to prevent excessive ruts from tires and to minimize soil compaction. All machinery and attachments shall be pressure washed and cleaned of noxious weed seeds and other containments prior to entering the project area.

\$ \_\_\_\_\_ bid PER HOUR of labor



Broadcast Mulching/Seeding

Utilize a tractor equipped with a pull behind spreader or equivalent attachment to broadcast mulch and/or seed in a variety of vegetation types and terrains. Treatment areas would be delineated on the ground, by map or in writing. Mulching/seeding would be done when soils are relatively dry to prevent excessive ruts from tires and to minimize soil compaction. All machinery and attachments shall be pressure washed and cleaned of noxious weed seeds and other containments prior to entering the project area.

\$ \_\_\_\_\_ bid PER HOUR of labor

Aerial Broadcast Mulching/Seeding

Utilize a fixed-wing aircraft or helicopter to broadcast mulch and/or seed in a variety of vegetation types and terrains. Treatment areas would be delineated on the ground, by map or in writing. The aircraft and pilot must be carded and meet all license, certification and inspection standards.

\$ \_\_\_\_\_ bid PER HOUR of labor

Manual Broadcast Mulching/Seeding

Utilize hand crews equipped with handhold spreaders or equivalent to broadcast mulch and/or seed in a variety of vegetation types and terrains. Treatment areas would be delineated on the ground, by map or in writing. Mulching/seeding equipment shall be clean and free of noxious weed seeds and other containments prior to entering the project area.

\$ \_\_\_\_\_ bid PER HOUR of labor

Seed Drilling

Utilize a tractor equipped with a pull behind seed drill or equivalent attachment to seed in a variety of vegetation types and terrains. Treatment areas would be delineated on the ground, by map or in writing. Seeding would be done when soils are relatively dry to prevent excessive ruts from tires and to minimize soil compaction. All machinery and attachments shall be pressure washed and cleaned of noxious weed seeds and other containments prior to entering the project area.

\$ \_\_\_\_\_ bid PER HOUR of labor

Planting of Trees and Shrubs

Transport and plant various tree and/or shrub species in riparian areas or uplands as defined in the project plan. This may include, but is not limited to, pole planting in riparian habitats or post-fire reestablishment of desirable species. The species, timing, and locations of planted trees and/or shrubs would be determined by the Project Coordinator. Additional measures to ensure long-term survival, such as watering and protection from animal damage, may be required after trees or shrubs are planted.

\$ \_\_\_\_\_ bid PER HOUR of labor

Use of Machinery and Equipment for All of the Above Activities

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

All vehicles and equipment entering the project area must be clean of noxious weeds and free from oil leaks and are subject to inspection. Wash all equipment to thoroughly remove all dirt, plant and other foreign material prior to entering the project area. Particular attention must be shown to the under carriage and any surface where soil containing exotic seeds may exist. These efforts are critical to prevent the introduction and establishment of non-native plant species into the project area. In general, when gasoline, diesel fuel, antifreeze, hydraulic fluid or any other chemical contained within the vehicle or machinery is released in the project area; proper corrective clean-up and safety actions shall be followed. Repair oil leaks immediately on discovery. Do not use equipment that is leaking. Have oil pans and absorbent material in place prior to beginning repair work. Have the "on scene" capability of catching and absorbing leaks and spillage of petroleum products including antifreeze from breakdowns or repair actions with approved absorbent materials. Keep a supply of acceptable absorbent materials at the project site in the event of spills. Dig up soils contaminated with petroleum products including antifreeze, place in appropriate safety containers, and dispose of according to state and/or federal regulations.

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

## **EROSION CONTROL, ROAD MANAGEMENT, AND POST-FIRE TREATMENTS**

### Rock/ Wood Structures

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

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

### Road Closures and Maintenance:

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

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

Wattles

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

\$ \_\_\_\_\_ bid PER HOUR of labor

Design Plans

Generate detailed design plans for land maintenance and restoration treatments that may include, but are not limited to, erosion control, land access (maintenance and development), and prescribed fire and/or post-fire treatments. Design plans will include detailed maps, a list of required materials with volumes/quantities, treatment scope and requirements, and specific locations.

\$ \_\_\_\_\_ bid PER HOUR of labor

**FENCING**

Install fencing in a variety of terrain types to meet specific standards as defined in the project plan. Materials required may include, but are not limited to, steel posts, T-posts, wooden posts, and a variety of wire configurations. Fencing may be used to prevent trespass or exclude/facilitate animal access.

\$ \_\_\_\_\_ bid PER HOUR of labor

**PROJECT MANAGEMENT**

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

\$ \_\_\_\_\_ bid PER HOUR of labor

**PRESCRIBED FIRE SERVICES**

**Forest and/or Fire Management Plan**

*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.
- Contractor 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 land 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.

**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
- Noxious weed management
- Insects and disease monitoring
- Fire prevention and control
- Ingress/egress – access issues
- Identify hazards by type and location - provide mitigation measures/recommendations for each hazard
- 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 a **PER HOUR RATE**; to include hourly wages, equipment needs, travel, per-diem, supplies, map preparation, document preparation, and/or equipment use.

\$ \_\_\_\_\_ **BID PER HOUR**

## 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 1997, 1998. One per person.
  - h. Flame resistant clothing - Shirt and trousers for routine fireline 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 either 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.
- **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 ½"
  - 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. 5 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 fusees
- **ENGINE CLASSIFICATION:**
  - The minimum standards must be met:
  - Pump capacity (GPM at PSI)                    50-100
  - Tank capacity (gallons):                        200
  - Hose 1 ½" (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.

\$ \_\_\_\_\_ **BID PER DAILY RATE**

**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.

\$ \_\_\_\_\_ **BID PER HOUR OF LABOR**

### **Prescribed Fire Burn Plan Preparation**

*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.
- Coordinate 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 **HOOR RATE**; to include hourly wages, equipment needs, travel, per diem, supplies, map preparation, document preparation, and/or equipment use.

\$ \_\_\_\_\_ **BID PER HOUR**

## **Pile Burning**

### *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**

- Price should be based on labor PER ONE (1) HOUR to include hourly wages, tools, equipment, travel, per diem, etc.

\$ \_\_\_\_\_ **BID PER HOUR** of labor

### **Holding 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.
- 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.

\$ \_\_\_\_\_ **BID PER DAILY RATE**

### **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 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 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.

\$ \_\_\_\_\_ **BID PER DAILY RATE**

### **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.

\$ \_\_\_\_\_ **BID PER DAILY RATE**

**MATERIALS FOR VEGETATION MANAGEMENT, REVEGETATION, EROSION CONTROL, ROAD CLOSURE / MAINTENANCE, AND PRESCRIBED FIRE SERVICES:**

Successful bidders may or may not need to provide materials, such as herbicide, mulch, seed, rock, wattles, stakes, trees, shrubs, straw bales, or other materials for various projects.

**MOBILIZATION COSTS FOR WATERSHED MANAGEMENT TREATMENTS, REVEGETATION, AND PRESCRIBED FIRE SERVICES:**

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

\$ \_\_\_\_\_ BID PER MILE

All of the above specifications are subject to modifications depending on the nature of the individual project. Some projects will require both materials and labor. In some cases, materials will be provided and the project would only require labor.

**END OF PURCHASE AGREEMENT**