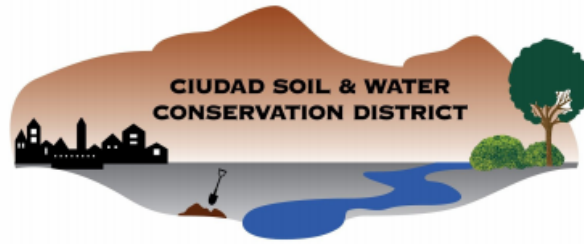


CIUDAD SOIL & WATER CONSERVATION DISTRICT



REQUEST FOR PROPOSALS

for

Forest/Watershed Health and Hazardous Fuel Reduction
Contractors



Point of Contact: Astrid Mooney, Chief Procurement Officer
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I. Introduction

A. Purpose of this Request for Proposal

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals from qualified businesses for Wildland/Urban Interface (WUI) hazardous fuels reduction and forest health programs. Ciudad Soil & Water Conservation District (Ciudad SWCD) plans to enter into a Professional Services Agreement (APPENDIX D) with successful Offerors as a result of this request.

The Ciudad SWCD is seeking the services of forest health contractors to perform fuels reduction/forest and watershed health treatments on private and public lands along the Sandia and Manzanita Mountains and Cottonwood Bosque within the District's boundaries. These services will be performed as part of Ciudad SWCD's East Mountain Forest Health Program, Hazardous Fuel Mitigation, and Wildland-Urban Interface projects. The District will define general work plans for each type of treatment, in collaboration with the NM State Forestry Division and the US Forest Service Sandia Ranger District.

The contractor will implement individual prescription plans for fuels reduction on specified parcels within individual project areas and are required to successfully treat premises as outlined in such prescription plans. All work will be on a will-call basis.

B. Background Information

Ciudad SWCD has been managing the East Mountain Forest Health program for almost twenty (20) years to provide thinning cost-share assistance to private landowners in the East Mountains. In addition to private landowner projects, Ciudad SWCD partners with public land management agencies within its boundaries to assist with the coordination of thinning treatment.

C. Budget Information

Projects are funded by various grants sources and appropriations change each fiscal year. Offerors are advised that work assignments under agreements resulting from this RFP are dependent upon available grant funding, and no minimum number of job assignments can be guaranteed.

D. Point of Contact

Ciudad SWCD Chief Procurement Officer is responsible for the conduct of this procurement whose name, address, telephone number and email address are listed below:

Name: Astrid Mooney, Chief Procurement Officer
Telephone: (505) 510-3478
Address: 100 Sun Avenue, Suite 160, Albuquerque, NM 87109
Email: astrid@ciudadswcd.org

1. **Any inquiries or requests regarding this procurement should be submitted, in writing,** to the Chief Procurement Officer. Offerors may contact **ONLY** the Chief Procurement Officer regarding this procurement.
2. **Protest of the solicitation or award must be submitted, in writing,** to the Chief Procurement Officer, pursuant to §13-1-172, NMSA 1978. **ONLY** protest delivered directly to the Chief Procurement Officer in writing and in timely fashion will be considered to have been submitted properly and in accordance with the statute, rules, and this Request for Proposal.

E. Proposal Submission

Offers must submit an electronic copy in PDF format and sent to astrid@ciudadswcd.org . It is the responsibility of the Offeror to ensure the proposal is properly attached and submitted in sufficient time to arrive electronically via email to the above email address by the posted deadline. Ciudad SWCD will not accept any hard copy or proposals submitted in person.

The Offeror must submit the proposal by the date and time indicated in Section V.A.6. No late proposal will be accepted.

Proposals must be submitted in the manner outlined in Section IV, Proposal Organization. Technical and Cost portions of Offeror's proposal **must** be submitted in separate uploads as indicated in Section IV., and **must** be prominently identified as “Technical Proposal” or “Cost Proposal”.

II. Scope of Service

Wildland/Urban Interface (WUI) hazardous fuels reduction and forest health program projects require implementation of fuels reduction/forest and watershed health treatments or re-treatments on forested private and public lands primarily within the Sandia and Manzanita Mountain communities and in the Rio Grande Bosque within the Ciudad SWCD boundaries.

A. Detailed Scope of Service for Sandia and Manzanita Mountains:

The objective of all activities within the Sandia and Manzanita communities is reduction of threat to life and property from wildfires and to improve overall forest health on the sites. Contractor shall conduct thinning to meet forest health standards of 40-60 sq. ft. of basal area (BA) in piñon-juniper woodlands and 60-80 sq. ft. of BA in ponderosa pine and mixed conifer forest, or as defined in prescription plans.

Acreages treated and practices employed on each parcel shall be determined in conjunction with the NM State Forestry Division and specified in each individual practice plan. Practices employed shall be based on site specific conditions, landowner overall objectives, forest health and fire prevention.

Projects will be composed of small-scale landowner defensible space and thinning treatments primarily utilizing hand crews and chippers. Large-scale public Open Space and State Land projects involve the use of mastication, hand-crews or a combination of both.

Treatments shall be implemented to mimic historical ponderosa pine, ponderosa pine/piñon/juniper and piñon/juniper stand conditions by promoting strategies to have remaining trees in groups and clumps. Groups and clumps shall be based on whether the trees are in small stands of piñon/juniper/ponderosa pine, piñon/juniper or straight stands of ponderosa pine by age classes or size classes.

1. Creation of Defensible Space

Create a defensible space zone around structures by reducing tree and brush densities around homes and structures to reduce wildfire threat by heavily thinning and pruning an area. Defensible space projects are a minimum one acre around the structure. Slash treatment in defensible space to include chipping and/or removal of material plus pruning of residual stand. Chip or remove all cut material depending on the requirements set forth in the treatment plan.

2. General Hand Thinning Treatment

Reduce wildland fuel loads by thinning over-stocked stands and removing resulting hazardous accumulations of ladder fuels. The thinning process will improve the overall health and vigor of forest stands by reducing stocking levels and removing insect-infested, diseased or dead standing trees. Residual basal area for the remaining stand after thinning should average 40-60 sq. ft. per acre depending on the type of stands. Slash treatment to include chipping and/or removal of material.

3. Mechanical Thinning/ Mastication Treatment

Use an excavator with attachment, or equivalent machine to cut down selected trees/brush. Trees/brush shall be cut down to four inches above ground level or less or as indicated in the treatment plan. Downed tree bole and slash shall be masticated such that chip depth does not exceed height outlined in treatment plan.

- No masticated material shall be allowed around the boles of leave trees. Where masticating operations are used, 70% percent of the mulched material shall be less than three inches in diameter and no longer than three feet in length. No mulch depth shall be allowed over five inches in any circumstance.
- There shall be no severed trees left pushed up against a remaining group when masticating.
- The masticator shall make no vertical pass longer than 75 feet up and down the slope
- Mastication material or chips shall be used to cover resulting access paths made by equipment during the project. Mastication material or chips to cover any travel paths of equipment as a result of this project shall be required to pass final inspection. No mulch depth shall be allowed over six inches in any road or travel

path.

- If masticated and chip depth guidelines for roads listed above have not been met, then hand constructed water bars shall be required on access roads where the grade is from 0.0 to 5% at intervals of 150 feet, where the grade is from 5% to 10% at intervals of 130 feet, where the grade is from 10% to 15% at intervals of 75 feet, and where the grade is from 15% to 40% at intervals of 50 feet.

4. Lop and Scatter Treatment

Use hand crews equipped with chainsaws and to buck (cut to moveable lengths) downed trees and/or cut slash such that slash height is no more than an average of height of 12 inches, but no more than 18 inches in one location.

5. Processing and/or Disposal of Material

Process downed trees by one or a combination of methods specified on practice plans for the individual properties. Methods may include but are not limited to: limbing and leaving larger diameter trees for poles, blocking up larger diameter trees for firewood, chipping and spreading chips, mechanical mulching or removal of smaller diameter trees and slash, windrowing or lopping and scattering for erosion control.

6. Cut Stump Treatment

Use hand crews equipped with chainsaws or equivalent equipment to perform chemical cut-stump treatments as appropriate in the Sandia and Manzanita Mountain area invasive species removal projects.

7. Forest Stand Considerations

a) Piñon/juniper stands with the occasional (one to five trees per acre) ponderosa pine

- Cut the piñon/juniper to leave groups and clumps. The remaining piñon/juniper clumps shall have a variety of species by size classes. Try to avoid cutting just one size class- leave a diversity of size by species. Leave the same mix of piñon/juniper that was present prior to cutting.
- Clumps shall fill a circle 20-80 feet across. Clump size is a minimum guideline. To achieve the desired condition, clumps need to be a variety of shapes and sizes dependent on the oak understory and the ability to create substantial openings next to clumps created. Shapes of clumps can be a long line of trees, circles, or very odd shapes. Be creative and try to not make any two clumps the same in the immediate area.
- Remove piñon/juniper from within 25 feet of the drip line of uncut ponderosa pine 25 feet and greater in height and any majestic, large diameter or very tall piñon or juniper standing well above the average canopy.
- Remove all piñon and juniper trees within the very large oak motts in the unit. An oak mott is a stand of oak with multiple stems larger than six inches in

diameter and eight feet tall or taller.

b) Ponderosa pine stands with an understory of piñon/juniper

- Cut the ponderosa pine to leave groups and clumps. The remaining ponderosa pine clumps shall have a variety of species by size classes. Try to avoid cutting one size class- leave a diversity of sizes by species.
- Clumps shall fill a circle 20 to 80 feet across. Clumps size is a minimum guideline. To achieve the desired condition, clumps need to be a variety of shapes and sizes dependent on the oak understory and the ability to create substantial openings next to clumps created. Shapes of clumps can be a long line of trees to circles to very odd shapes. Be creative and try to not make any two clumps the same in the immediate area.
- Remove piñon/juniper from within 15 feet to 25 feet of the drip line of ponderosa pine and uncut majestic, large diameter or very tall piñon or juniper standing within or above the average canopy of ponderosa pine.
- Remove all piñon and juniper trees within the very large oak motts in the unit. An oak mott is a stand of oak with multiple stems larger than six inches in diameter and eight feet tall or taller.

c) Ponderosa pine stands (mature or immature)

- Cut the mature ponderosa pine to leave groups and clumps. Sometimes, these stands are even aged, are larger than two or more acres and do not have openings to separate into groups and clumps. Get creative and look for linear lines within the stand and other ways to reduce the density of the stand. The remaining ponderosa pine clumps shall have a variety of size classes. Try to avoid cutting one size class - leave a diversity of size by species. Retain the oldest and largest age class of ponderosa pine.
- Cut the immature ponderosa to leave groups and clumps, remove small amounts of over mature ponderosa pine from within or immediately adjacent to the groups. If the small ponderosa pine is in a group less than five feet in diameter, consider not cutting any of these trees. Take care to identify and protect the youngest age classes of ponderosa pine seedlings. There is likely limited recent regeneration due to closed canopy and these areas are easily impacted by equipment.
- Clumps shall fill a circle 20-80 feet across. Clumps size is a minimum guideline. To achieve the desired condition, clumps need to be a variety of shapes and sizes dependent on the oak understory and the ability to create substantial openings next to clumps created. Shapes of clumps can be a long line of trees, circles to very odd shapes. Be creative and try to not make any two clumps the same in the immediate area.

d) Implementation of identified meadow restoration areas

- Cut ALL ponderosa pine, piñon, and juniper within the identified meadow perimeter.
- Leave only majestic ponderosa pine greater than 16 inches in diameter and greater than 25 feet in height.

e) Special considerations for all forest type

- Do not cut any oak unless absolutely necessary for personal safety.
- A group or clump of trees has to be at least three trees or more.
- Stringers of oak are stems less than six inches in diameter and shorter than eight feet tall ranging in length from 75 to 200 feet.
- These stringers of oak shall be hand thinned with lop and scatter to no greater than 24 inches being careful to avoid unnecessary disturbance to the oak. Thin trees in a manner resulting in the least amount of oak being exposed to sunlight.
- Where chipping operations are used all ponderosa pine, piñon pine and juniper slash shall be chipped to two inches or less with no single depth of chips greater than six inches.
- No chips or masticated material shall be allowed around the boles of leave trees.
- All piñon and ponderosa pine fuel wood must be removed, unless otherwise indicated on the treatment plan.
- Trees for removal should be selected by choosing mistletoe-diseased and insect infested trees first, along with trees with genetic defects (removing genetic forked trees and not mechanical forked trees). A variety of size classes by species should be left to promote stand diversity. Thinning shall favor ponderosa pine, alligator juniper, or majestic, large diameter and tall piñon, and Rocky Mountain and one-seed juniper. Thin to emulate the random openings of natural forests. This method shall create the desired basal area without creating an undesirable uniform stand. Do not thin to any crown spacing guidelines.
- All stumps that are left shall be half the diameter of the tree or six inches, whichever is less.
- Do not cut any Douglas fir, white fir, or spruce that may be present. Leave these species for stand diversity.
- Do not cut any invasive trees species like Tree of Heaven unless stumps can be sprayed immediately.
- In erodible areas masticate/chip material into areas with signs of sheet, rill or gully erosion and areas of soil pedaling (severe hummocking). Stay out of arroyo bottoms.
- The boles of juniper trees shall be contour felled for erosion control on slopes of 10% or greater or any area showing signs of erosion. The juniper boles shall be placed in a way to prevent their movement by using stumps, rocks, or other obstructions.

- Leave all trees that are growing within the large rocks or boulders. Consider these areas for a clump.
- Do not treat existing down trees, logs, etc. Leave to make the area look more natural.
- One to five logs per acre with a diameter of 12 inches or larger, 16 feet or longer, and in various states of decay shall be left for down woody log retention and wildlife habitat. Care should be used to leave what down logs are available untouched on the site.

8. Drought Considerations

- Thinning juniper will not attract bark beetles. Juniper in pure stands can be thinned and slash left (or removed) with no danger to the remaining trees.
- In mixed PJ stands, the piñon should be left and the juniper can be completely or partially cut, and the slash removed or not, and bark beetle attraction will not increase unless the remaining piñon are damaged by the equipment or people.
- Due to ongoing drought and regional aridification, cutting or even damaging any piñon increases the risk of a bark beetle attack. In a “normal” year, piñon thinning can be carried out in the latter half of the year, but that recommendation is more related to population build-up being halted by cold weather than it is to monsoonal rains helping the residual trees fight off the bark beetle attack. When trees are already drought-stressed, even a good monsoon won’t be able to improve the odds against the beetles. Not sapping when cut or damaged could be an indicator of a problem. Thus, for drought conditions, piñon thinning is best avoided until October.
- If piñon thinning has to be carried out July-October, all the slash should be removed. Slash here includes large diameter material, firewood, chips, and tops. Slash should be removed at least every four days, preferably less, to a site that is several miles from the nearest pine. South facing slopes and rocky ridges should be avoided during these conditions, when possible.
- If it is too costly to remove all the slash, the large diameter material and firewood should be removed, to a site several miles from the nearest pine.
 - o Consider leaving some large diameter material as a trap log, though care should be taken to avoid the risk of the trap log being forgotten and turning into a nurse log. Use of a trap log should be considered on a case-by-case basis.
- Chip depth should be monitored, and if chips are too deep to dry out quickly, they should also be removed, preferably within four days of being produced.
- If the piñon in a project area is heavily infected with dwarf mistletoe, then thinning should be delayed until October. Heavily infected means less than 50% of the trees have dwarf mistletoe. Dwarf mistletoe stresses the tree and makes it harder to fight a bark beetle attack.
- Avoid thinning on rocky ridges and outcrops and on south facing slopes, when possible. Potential lop and scatter approach may be used in these instances during October through July.

- These guidelines assume that all residents and land managers in an area are following these guidelines. If, for instance, a homeowner bordering a project area collects newly cut piñon firewood and piles it in his backyard, that pile would serve as an infection hotspot.
- Specialists from State Forestry are available to evaluate specific challenges, if necessary.

B. Training Considerations:

All contractor(s) and their employees shall obtain training in specific fuels reduction practices required for implementation of projects by attending annual one-day courses (made available by Ciudad and other SWCDs) on basic forestry measurement, special forest health management considerations and other applicable practices.

C. Cost Considerations:

Compensation as a result of this RFP must include all work, all insurance as required by state law (General Liability and Workers Compensation), incidental travel expenses, acquisition of tools, supplies and equipment necessary for the project, and applicable taxes.

Offerors must state their willingness and ability to perform services in Section 2.A. and 2.B. of this RFP, at the established rates outlined below. Should an Offeror not be willing and/or able, nor provide a statement (APPENDIX D, Cost Response Form) of their willingness to perform services at the established rates, the Offeror’s proposal will be **deemed non responsive**, and the Offeror’s proposal will not be considered by the Evaluation Committee. Refer to Section IV. Proposal Organization of this RFP for additional information.

Cost per service is outlined in the table below:

Cost for Sandia and Manzanita Mountain Services			
Forest Type	Service	Rates per Acre	Steep Slope Surcharge per Acre (20%+)
PP/ MC/ PJ	Defensible Space, Heavy (>120 B.A.)	\$2,475.00	\$3,475.00
PP/ MC/ PJ	Defensible Space, Moderate (90-120 B.A.)	\$1,725.00	\$2,425.00
PP/ MC/ PJ	Defensible Space, Light (<90 B.A.)	\$1,400.00	\$1,820.00
PP/ MC	Outside Defensible Space, Heavy (>120 B.A.)	\$1,900.00	\$2,675.00
PP/ MC	Outside Defensible Space, Moderate (90-120 B.A.)	\$1,500.00	\$2,100.00
PP/MC	Outside Defensible Space, Light (<90 B.A.)	\$1,325	\$1,725.00
PJ	Outside Defensible Space, Heavy (>120 B.A.)	\$1,700.00	\$2,375.00
PJ	Outside Defensible Space, Moderate (90-120 B.A.)	\$1,400.00	\$1,975.00
PJ	Outside Defensible Space, Light (<90 B.A.)	\$1,200	\$1,560.00
PP/MC/PJ	Outside Defensible Space, Mastication	\$1,500.00	\$2,100.00
PP/MC/PJ	Chip & Haul	\$865.00	

PP/MC/PJ	Cut Stump Treatment	\$1,200.00	
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D. Performance Considerations:

Contractor(s) must be able to work safely and effectively with all equipment required for job performance and will defer work tasks if needed to those with specialized skills, technical knowledge or mechanical expertise.

Contractor(s) must adhere to aesthetic and safety considerations on all project sites, including courteous and respectful communication at a minimum with partners, neighbors, public, other contractors and CSWCD personnel and Board members.

Contractor(s) must complete all project work as outlined in the treatment plan and receive an approved Forestry Inspection Report before addressing any side work that has been requested and agreed upon with private landowners.

Contractor(s) must be readily available to receive mailed, electronic and/or telephone communications from the District and will be responsible for providing frequent informal discussions with Ciudad SWCD representatives regarding a project’s progress, any issues that come up, as well as transmission of a report/invoice upon the full completion of each project.

Contractor(s) must adhere to all laws and regulations for the duration and extent of the contract period.

E. Insurance Considerations:

The successful Offeror(s) shall provide the District a Certificate of Liability naming Ciudad SWCD as insured, in addition to proof of vehicle insurance (for each vehicle that will be on a project site) and workman's compensation insurance prior to signing of a contract. After providing initial proof of insurances, the contractor is required to keep all insurances current and certificates made available to Ciudad SWCD annually and/or on demand.

III. EVALUATION

The Offeror will submit information sufficient to evaluate their proposal based upon the criteria listed below. Failure by an Offeror to provide the information necessary for our Evaluation Committee to evaluate their proposal may result in rejection of the proposal without further discussion.

A. Evaluation Point Summary:

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual Offeror proposals.

1. Directly Related Experience and Expertise (300 pts.)
2. Staff and Resources to Perform Services (200 pts.)
3. Evidence and Ability to Complete Projects within Allotted Time Frame (200 pts.)
4. References and Past Record of Performance (300 pts.)

B. Evaluation Criteria

1. Direct Related Experience and Expertise

Up to three hundred (300) points may be awarded to Offeror for their direct related experience and expertise with project(s) of similar scope and size based on the Evaluations Committee's assessment of the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will weigh the relevancy and extent of Offer's experience, expertise, and knowledge.

2. Staff and Resources to Perform Service

Up to two hundred (200) points may be awarded to Offeror's response to staff and resources to perform services based on the Evaluations Committee's assessment of the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will weigh the relevancy and extent of Offer's staff experience, expertise, and knowledge, certifications/ licenses, as appropriate, in addition to the tools, equipment and facilities to properly perform services.

To assure Ciudad SWCD and the Evaluation Committee that the Contractor has the staff, facilities, and competence to furnish the services required under this contract, The Evaluation Committee will determine the adequacy of the staff, facilities, and competence of any Offeror considered for the award. For this purpose, an inspection of the Contractor's facilities, equipment, etc., may be made by representatives of the Evaluation Committee.

3. Evidence and Ability to Complete Projects within Allotted Time Frame

Up to two hundred (200) points may be awarded to Offeror's response pertaining to evidence of past project(s) of similar scope being completed within the allotted time frame based on the Evaluations Committee's assessment of the thoroughness and clarity of Offeror's response in this Section.

4. References and Past Record of Performance

Up to three hundred (300) points may be awarded for references based on the Evaluation Committee's assessment of the relevance of the reference to the Offeror's experience with past record of performance to projects of similar scope.

The Evaluation Committee may contact any or all reference for validation of information submitted. Additionally, Ciudad SWCD reserves the right to consider any and all information available in its evaluation.

IV. PROPOSAL ORGANIZATION

A. Number of Responses

Offerors shall submit one proposal in response to the Request for Proposals for Forest/Watershed Health and Hazardous Fuels Reduction Contractors.

B. Number of Copies

Electronic submission is required. All proposals shall be submitted via email to the Chief Procurement Officer.

The Offeror need only submit one (1) single electronic copy in PDF format of each portion of its proposal (Technical and Cost) as outlined below. However, should the Offeror like to submit a redacted version of technical and/or cost in order to redact (black out, but not omit) confidential information, two (2) single electronic copies in PDF format will be accepted. Offerors must separate the proposal as described below into separate electronic files for submission.

1. Technical Proposals:

One (1) ELECTRONIC version must be organized in accordance with Section IV.C.1. Proposal Format. All information for the Technical Proposal must be combined into a single PDF file/document for uploading. The Technical Proposals SHALL NOT contain any cost information.

2. Cost Proposals:

One (1) ELECTRONIC version of the proposal containing ONLY the Cost Proposal (Appendix D, Cost Response Form) must be uploaded to the email. The Cost Response Form must be signed by the Offeror's authorized representative.

C. Proposal Format

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Proposals must be submitted as follows:

1. Technical Proposals:

DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL

1. Offeror Introduction that includes organizational structure, general background, and other relevant information.
2. Directly Related Experience and Expertise
3. Staff and Resources to Perform Services
4. Evidence and Ability to Complete Projects within Allotted Time Frame

5. References and Past Record of Performance
6. Response to Contract Terms (See Section V.C.18)
7. Offeror’s Additional Contract Terms (If applicable, see Section V.C.19)
8. Signed Letter of Transmission (APPENDIX B)

To ensure Offeror(s) submit the technical proposal with all required information in the organization requested, APPENDIX C has been provided. Offerors are encouraged to use APPENDIX C, but this is not required.

2. Cost Proposals:

In the Cost Proposal, an Offeror must state their willingness and ability to perform services for the established rates as outlined in Section II. C. Should an Offeror not be willing and/or able, nor complete the Cost Response Form, the Offeror’s proposal will be **deemed nonresponsive**, and the Offeror’s proposal will not be considered by the Evaluation Committee.

Any and all discussion of cost must occur ONLY in the Cost Proposal.

1. Completed Cost Response Form (APPENDIX D)

V. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. Sequence of Events

Ciudad SWCD will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	Ciudad SWCD	Friday, June 28th, 2024
2. Acknowledge of Receipt Form Due	Potential Offerors	Wednesday, July 10th, 2024
3. Pre-Proposal Conference (see below for virtual link or call-in)	Ciudad SWCD/ Potential Offerors	Tuesday, July 16th, 2024 at 2 PM MST
4. Last Date to Submit Questions	Potential Offerors	Friday, July 19th, 2024

5. Response to Written Questions	Chief Procurement Officer	Wednesday, July 24th, 2024
6. Submission of Proposals	Potential Offerors	Monday, July 29th, 2024 at 5 PM MST
7. *Proposal Evaluation	Evaluation Committee	Between August 1st and August 14th, 2024
8. *Selection of Finalists	Evaluation Committee	Wednesday, August 14th, 2024
9. *Finalize Contractual Agreements	Ciudad SWCD/ Final Offerors	Friday, August 16th, 2024
10. *Contract Awards	Ciudad SWCD/ Final Offerors	Monday, August 19th, 2024
11. *Protest Deadline	Ciudad SWCD	+15 Calendar Days

*Dates indicated in Events 7 through 11 are estimates only and may be subject to change without necessitating an amendment to the RFP.

B. Explanation of Events

1. Issuance of RFP

This RFP is being issued on behalf of Ciudad SWCD on the date indicated in Section V.A, Sequence of Events

2. Acknowledge of Receipt Form Due

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Chief Procurement Officer, Astrid Mooney, astrid@ciudadswcd.org, to have their organization placed on the procurement distribution list. The form must be returned to the Chief Procurement Officer by 3:00 pm MST on the date indicated in Section V.A, Sequence of Events.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list and will be solely responsible for requesting responses to written questions and any amendments to the RFP.

3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section V.A.3, Sequence of Events, beginning at 2:00 PM MST on Tuesday, July 16th, 2024 via Virtual Meeting as follows:

Zoom Meeting Invitation

Topic: RFP Pre-Proposal Conference for Hazardous Fuel Reduction Contractors
Time: Jul 16, 2024 02:00 PM Mountain Time (US and Canada)

Join Zoom Meeting
<https://us06web.zoom.us/j/86373234474>

Meeting ID: 863 7323 4474

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Chief Procurement Officer, as indicated in Section I.D.. The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered unofficial until they are posted in writing. All written questions will be addressed in writing on the date listed in Section V.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

4. Last Date to Submit Questions

Potential Offerors may submit written questions to the Chief Procurement Officer as to the intent or clarity of this RFP from the date of the release of the RFP until the date and time indicated in Section V.A.4, Sequence of Events. All written questions must be addressed to the Chief Procurement Officer as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document(s) which form the basis of the question.

5. Response to Written Questions

Written responses to the written questions will be provided via email, on or before the date indicated in Section V.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (APPENDIX A).

6. Submission of Proposal

ALL PROPOSALS MUST BE RECEIVED BY THE CHIEF PROCUREMENT OFFICER NO LATER THAN 4:59:59 PM MST/MDT ON THE DATE INDICATED IN SECTION V.A.6. NO LATE PROPOSAL CAN BE ACCEPTED.

The date and time of receipt will be recorded on each proposal. Such electronic submissions will be considered sealed in accordance with statute.

It is the Offeror's responsibility to ensure all documents are completely attached and submitted electronically via email by the deadline set forth in this RFP. In accordance with statute and rule, **NO LATE PROPOSAL CAN BE ACCEPTED.**

Proposals must be submitted electronically via email to the Chief Procurement Officer. Refer to Section I.E. for instructions. Refer to Section IV. for the required proposal format and organization.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final signature of the authorized Board of Supervisor on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section V.A, Sequence of Events, depending upon the number of proposals received. During this time, the Chief Procurement Officer may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalist

The Evaluation Committee will select, and the Chief Procurement Officer will notify, the finalist Offeror(s) as per schedule Section V.A, Sequence of Events or as soon as possible thereafter.

9. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section III. Evaluation, on the date(s) indicated in Section V.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal(s) may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, Ciudad SWCD reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

10. Contractual Award

Upon receipt of proof of general liability, vehicle, and worker's compensation insurance and the signed contract, the Chief Procurement Officer will award as per Section V.A.10., Sequence of Events, or as soon as possible thereafter. The award is subject to approval by the Board of Supervisors.

11. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978. ONLY protests delivered directly to the Chief Procurement Officer in writing and in a timely fashion will be considered to have been submitted properly and in

accordance with statute, rule, and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal title. It must also contain a statement of the grounds for protest including appropriate supporting documentation. PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. General Requirements and Procurement Notices

1. Notice of Penalties

The Procurement Code, 13-1-28 through 13-1-199 NMSA 1978, imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.

2. Notice of Termination

The RFP may be canceled and that any and all proposals may be rejected in whole or in part when it is in the best interest of Ciudad SWCD.

3. Notice of Multiple Source Award

Ciudad SWCD reserves the right to award the contracts to multiple offerors as a result of this RFP, for specific or multiple tasks, in order to best serve the needs of the District and its Lessor, pursuant to §13-1-110, NMSA 1978 and §13-1-153, NMSA 1978.

4. Notice of No Obligation

This RFP in no manner obligates Ciudad SWCD to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

5. Notice of Cost Increase to Established Rates

Ciudad SWCD reserves the right to increase the costs of the established rates outlined in Section 2.D. of this RFP at any point during the term of the contract(s) that are awarded as a result of this RFP, with approval by appropriate authorities.

6. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

7. Legal Review

Ciudad SWCD requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Chief Procurement Manager.

8. Acceptance of Conditions Governing Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section V.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section V.C.21, located in APPENDIX B

9. Basis for Proposal

Only information supplied in writing by the Chief Procurement Officer or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

10. Sufficient Appropriations

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. Ciudad SWCD's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

11. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

12. Assurance of Offeror Capacity and Qualifications

To assure Ciudad SWCD and the Evaluation Committee that the Offeror has the staff, facilities, and competence to furnish the services required under this contract, Ciudad SWCD and/or Evaluation Committee may determine the adequacy of the staff, facilities, and competence of any Offeror considered for the award. For this purpose an inspection of the Offeror's facilities, equipment, etc., may be requested and made by representatives of Ciudad SWCD and/or Evaluation Committee.

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

13. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with Ciudad SWCD which may derive from this RFP. Ciudad SWCD entering into a contractual agreement with a vendor will make payments to only the prime contractor

14. Subcontractor Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from Ciudad SWCD awarding any resultant contract before any subcontractor is used during the term of this agreement.

15. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such. Ciudad SWCD personnel will not merge, collate, or assemble proposal materials.

16. Offeror's Right to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Chief Procurement Officer and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

17. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. Minor irregularities means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirements.

The Evaluation Committee also reserves the right to waive mandatory requirements, provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

18. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by Ciudad SWCD. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except*, for confidential information. It is the Offeror's responsibility to submit a redacted copy (to black out, but not omit) of their proposal so that confidential information is not disclosed. Should the Offeror not submit a redacted copy, the proposal and all contents of the proposal will be made available for public inspection.

19. Contract Terms and Conditions

The contract between Ciudad SWCD and a contractor will follow the format specified by the Ciudad SWCD and contain the terms and conditions set forth in the Draft Contract Appendix D. However, Ciudad SWCD reserves the right to negotiate provisions in addition to those contained in this RFP (Draft Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

Ciudad SWCD discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as non responsive when, in the sole judgment of the Ciudad SWCD and Evaluation Committee, the proposal appears to be conditioned on the exception, or correction of what is deemed

to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX D) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose specific alternative language. Ciudad SWCD may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to Ciudad SWCD and will result in disqualification of the Offeror's proposal.

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

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an explicit agreement by the Offeror that the contractual terms and conditions contained herein are accepted by the Offeror.

20. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with Ciudad SWCD. See Section V.C.18 for requirements.

21. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Ciudad SWCD and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

22. Letter of Transmission

Offeror's proposal must be accompanied by a Letter of Transmittal Form (APPENDIX B), which must be completed and signed by the individual authorized to contractually obligate the company, identified in #2 below. Do not leave any of these items blank.

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions

- regarding the Offeror's proposal content (A response to B and/or C is only required if the responses differ from the individual identified in A);
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
 4. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section V., (b) the organizations acceptance of Section III. Evaluation Factors, and (c) receipt of any and all amendments to the RFP if applicable.

Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.

APPENDIX A: Acknowledgement of Receipt
REQUEST FOR PROPOSAL

for

Forest/Watershed Health and Hazardous Fuels Reduction Contractors

ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Chief Procurement Officer no later than the date indicated in RFP Section II.A: SEQUENCE OF EVENTS. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

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

Astrid Mooney
Chief Procurement Officer
Ciudad Soil and Water Conservation District
100 Sun Avenue NE, Suite 160
Albuquerque, NM 87109
Email: astrid@ciudadswcd.org

APPENDIX B: Letter of Transmittal Form

ITEMS #1 to #3 EACH MUST BE COMPLETED IN FULL (pursuant to Section V.C.21.).

DO NOT LEAVE ANY ITEM BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)

RFP for Forest/Watershed Health and Hazardous Fuels Reduction Contractors

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. Use of subcontractors (Select one):

- No subcontractors will be used in the performance of any resultant contract, OR
 The following subcontractors will be used in the performance of any resultant contract:

 (Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1 above, I accept the Conditions Governing the Procurement, as required in Section V.C. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section III of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if applicable.

_____, 2022
 Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)

APPENDIX C: Technical Proposal Form

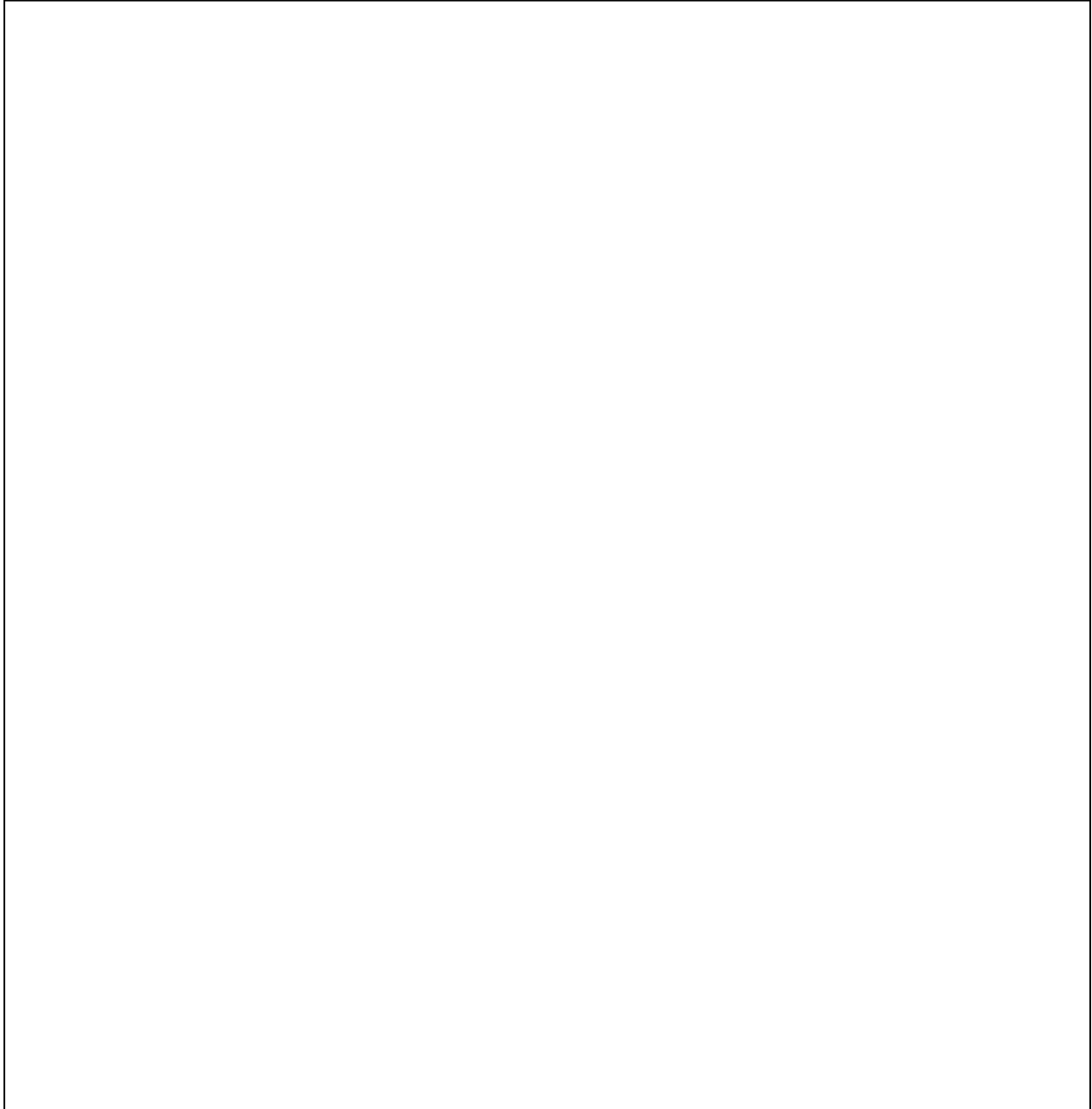
REQUEST FOR PROPOSAL

for

Forest/Watershed Health and Hazardous Fuels Reduction Contractors

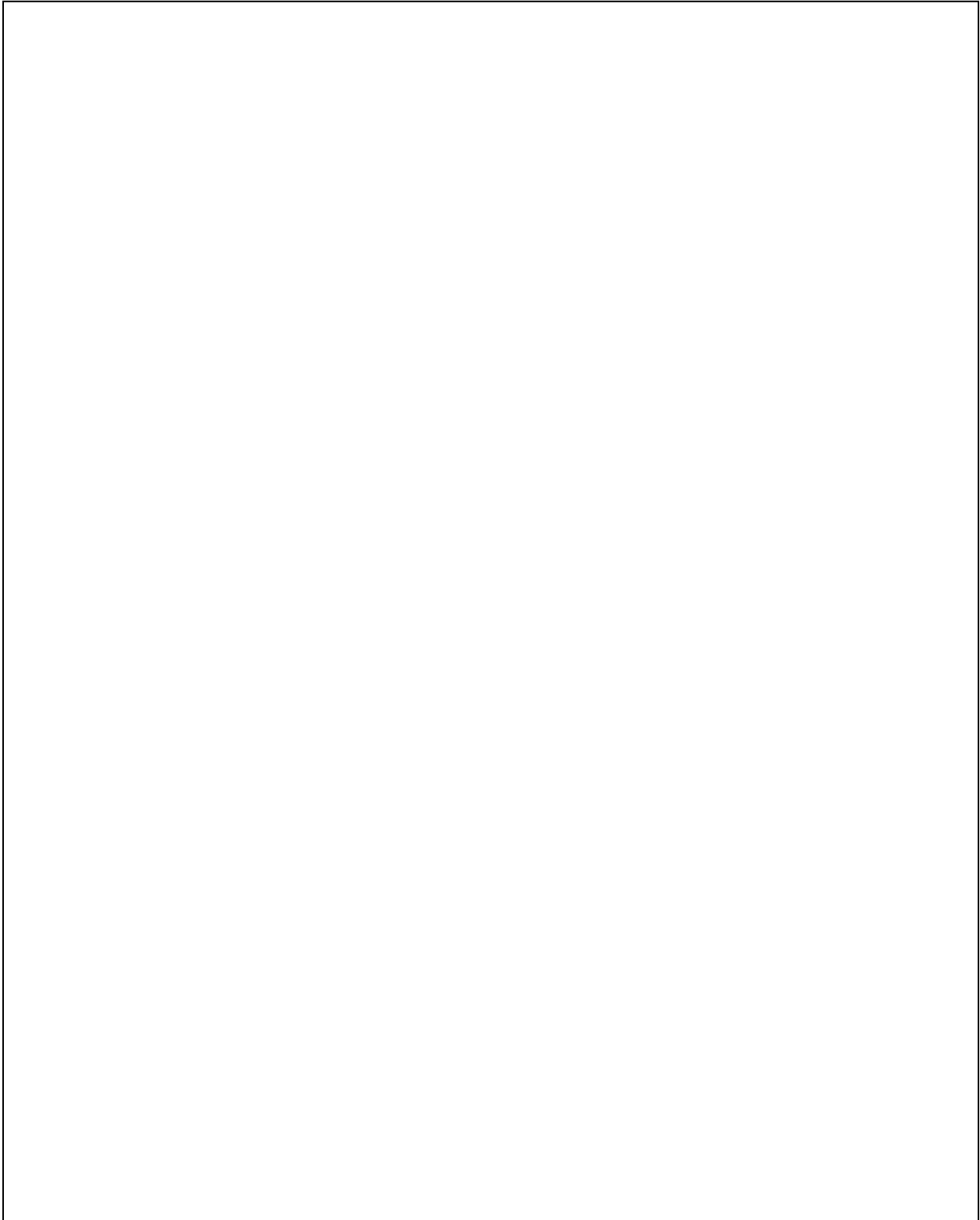
Offeror Introduction

Describe organizational structure, general background, and other relevant information.

A large, empty rectangular box with a thin black border, intended for the offeror to provide an introduction, organizational structure, and background information.

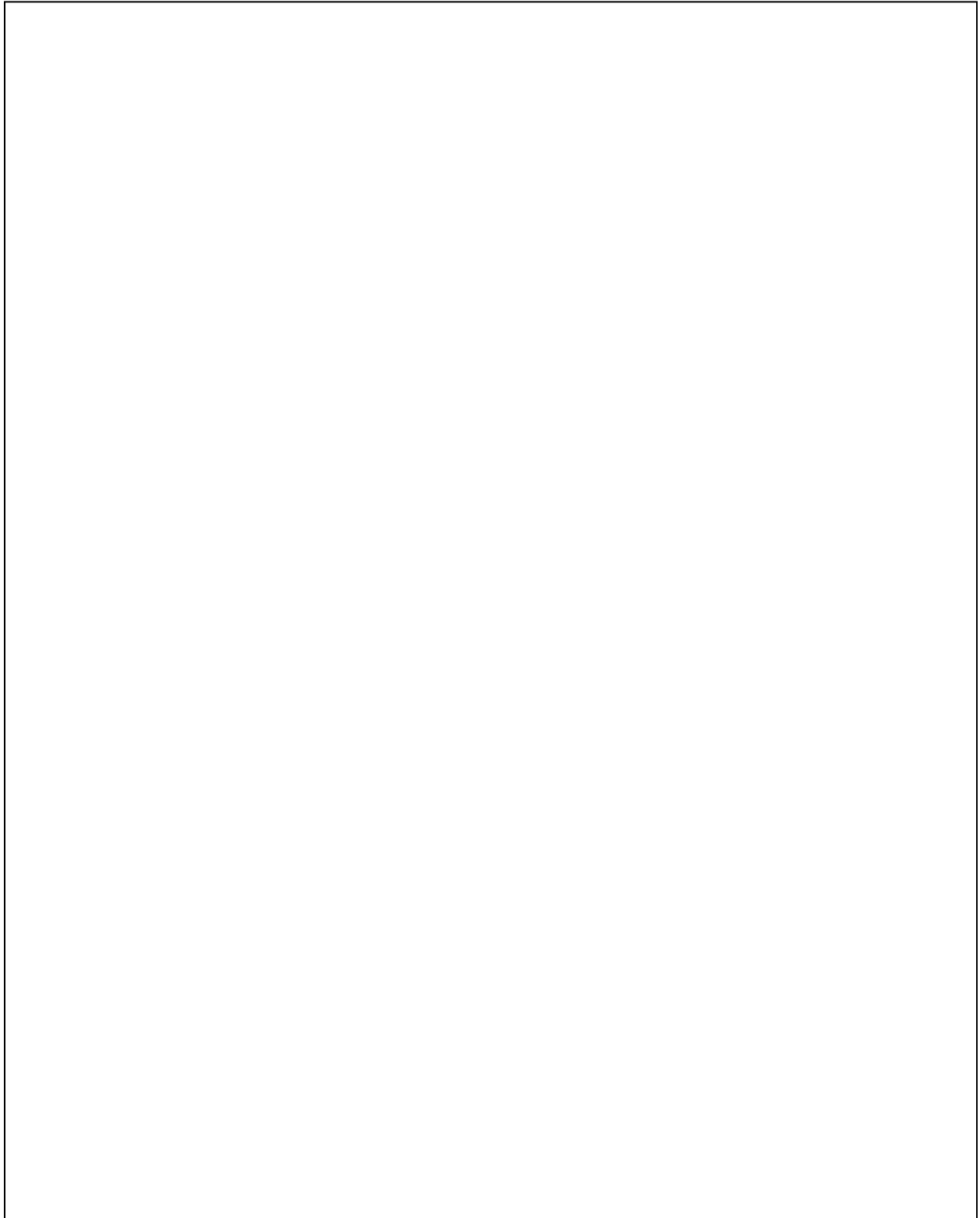
Directly Related Experience and Expertise

Describe direct related experience and expertise with project(s) of similar scope and size.

A large, empty rectangular box with a thin black border, intended for the user to describe their direct related experience and expertise with project(s) of similar scope and size.

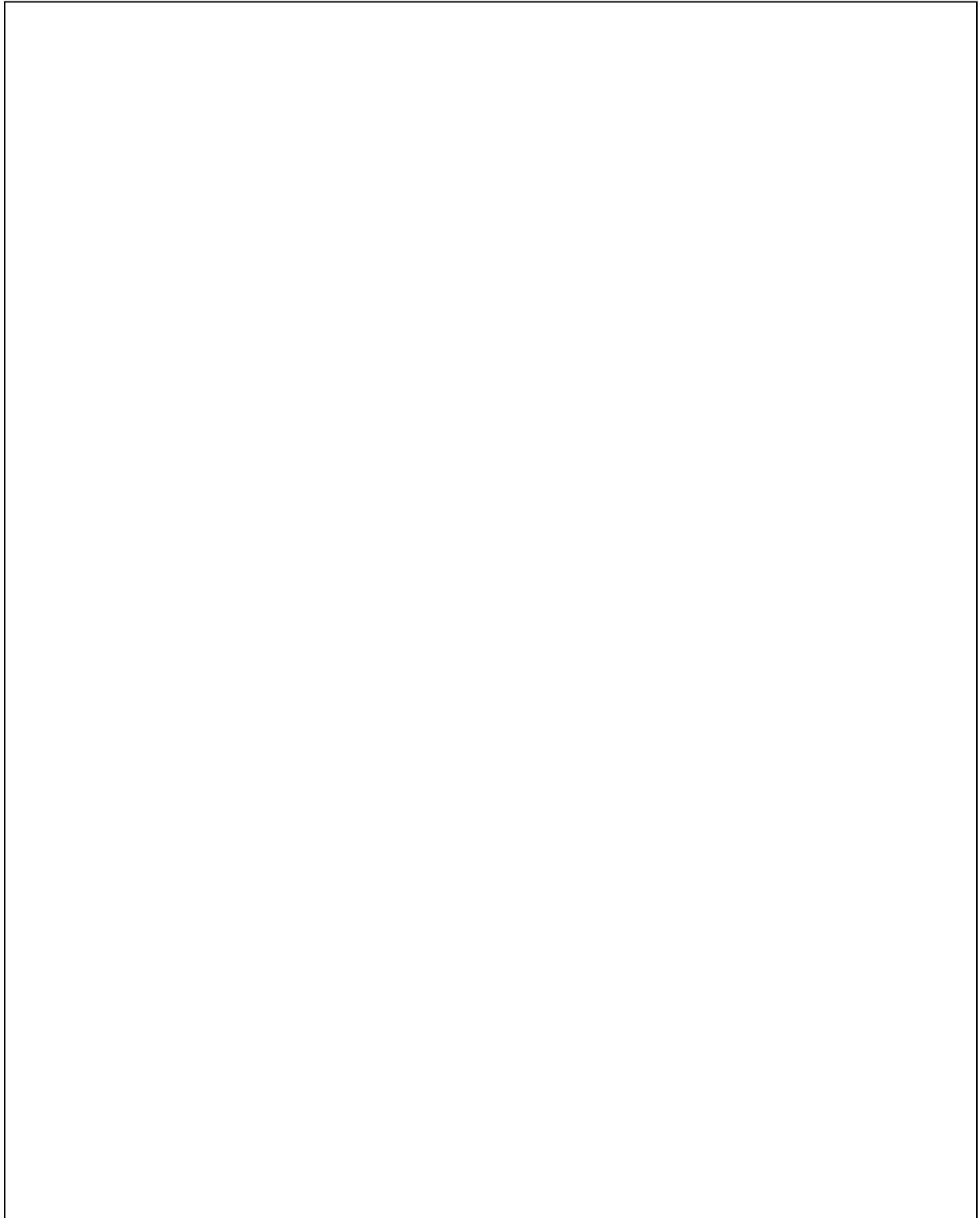
Staff and Resources to Perform Services

Describe staff experience, expertise, and knowledge, certifications/ licenses, as appropriate, in addition to the resources such as tools, equipment and facilities to properly perform services.

A large, empty rectangular box with a thin black border, intended for the user to provide details about staff experience, expertise, knowledge, certifications/licenses, and resources (tools, equipment, facilities) for performing services.

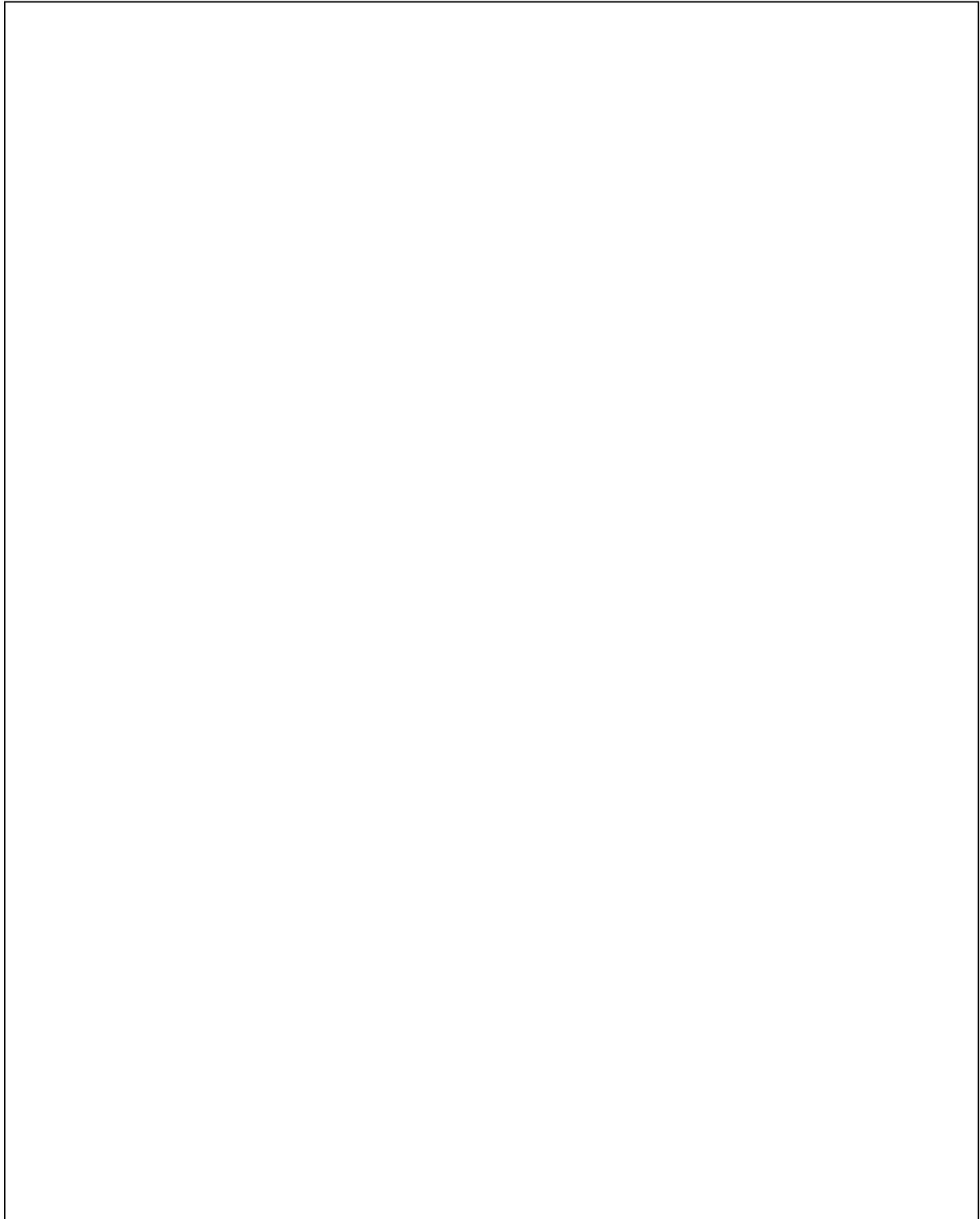
Evidence and Ability to Complete Projects within Allotted Time Frame

Describe and provide evidence of past project(s) of similar scope being completed within the allotted time frame.

A large, empty rectangular box with a thin black border, intended for the user to describe and provide evidence of past projects completed within the allotted time frame.

References and Past Record of Performance

Provide references for the relevant experience with past record of performance to projects of similar scope

A large, empty rectangular box with a thin black border, intended for the user to provide references and past record of performance for projects of similar scope.

Response to Contract Terms (See Section V.C.18)

Offeror's Additional Contract Terms (If applicable, see Section V.C.19)

Include Attachment:

- **Signed Letter of Transmission (APPENDIX B)**

**APPENDIX D: Cost Response Form
REQUEST FOR PROPOSAL**

for

Forest/Watershed Health and Hazardous Fuels Reduction Contractors

Offeror:


Cost for Sandia and Manzanita Mountain Services			
Forest Type	Service	Rates per Acre	Steep Slope Surcharge per Acre (20%+)
PP/ MC/ PJ	Defensible Space, Heavy (>120 B.A.)	\$2,475.00	\$3,475.00
PP/ MC/ PJ	Defensible Space, Moderate (90-120 B.A.)	\$1,725.00	\$2,425.00
PP/ MC/ PJ	Defensible Space, Light (<90 B.A.)	\$1,400.00	\$1,820.00
PP/ MC	Outside Defensible Space, Heavy (>120 B.A.)	\$1,900.00	\$2,675.00
PP/ MC	Outside Defensible Space, Moderate (90-120 B.A.)	\$1,500.00	\$2,100.00
PP/MC	Outside Defensible Space, Light (<90 B.A.)	\$1,325	\$1,725.00
PJ	Outside Defensible Space, Heavy (>120 B.A.)	\$1,700.00	\$2,375.00
PJ	Outside Defensible Space, Moderate (90-120 B.A.)	\$1,400.00	\$1,975.00
PJ	Outside Defensible Space, Light (<90 B.A.)	\$1,200	\$1,560.00
PP/MC/PJ	Outside Defensible Space, Mastication	\$1,500.00	\$2,100.00
PP/MC/PJ	Chip & Haul	\$865.00	
PP/MC/PJ	Cut Stump Treatment	\$1,200.00	


By signing the form below, the Authorized Signatory explicitly acknowledges and agrees to the cost above and that offeror is willing to perform services in accordance with the cost outlined above.

Authorized Signature

_____, 2024
Date

APPENDIX E: Draft Contract

PROFESSIONAL SERVICES AGREEMENT
Forest Health & Hazardous Fuel Reduction Projects
Ciudad Soil and Water Conservation District
&


This Agreement is made and entered into by and between the Ciudad Soil and Water Conservation District (Ciudad SWCD) and  (Contractor), jointly referred to as the “Parties”.

It is mutually agreed between these two parties:

I. Scope of Work

- A. Contractor shall perform assigned treatments to achieve fuels reduction and forest health improvements on forested public and private lands in and along the Sandia and Manzanita Mountain, in addition to the Bosque, interface of the Ciudad SWCD. and perform on-the-groundwork in accordance with the standards set forth in all Wildland/Urban Interface (WUI) programs.
- B. Contractor shall review and implement individual treatment, work plans, and/or practice plans for properties assigned as part of Ciudad SWCD’s East Mountain Forest Health Program or related projects.
- C. Project implementation in the Sandia and Manzanita Mountains may include all or part of the following practices:
 - 1. **Creation of Defensible Space**
Create a defensible space zone around structures by reducing tree and brush densities around homes and structures to reduce wildfire threat by heavily thinning and pruning an area. Defensible space projects are a minimum one acre around the structure. Slash treatment in defensible space to include chipping and/or removal of material plus pruning of residual stand. Chip or remove all cut material depending on the requirements set forth in the treatment plan
 - 2. **General Hand Thinning Treatment**
Reduce wildland fuel loads by thinning over-stocked stands and removing resulting hazardous accumulations of ladder fuels. The thinning process will improve the overall health and vigor of forest stands by reducing stocking levels and removing insect-infested, diseased or dead standing trees. Residual basal area for the remaining stand after thinning should average 40-60 sq. ft. per acre depending on the type of stands. Slash treatment to include chipping and/or removal of material.

3. Mechanical Thinning/ Mastication Treatment

Use an excavator with attachment, or equivalent machine to cut down selected trees/brush. Trees/brush shall be cut down to four inches above ground level or less or as indicated in treatment plan. Downed tree bole and slash shall be masticated such that chip depth does not exceed height outlined in treatment plan.

- No masticated material shall be allowed around the boles of leave trees. Where masticating operations are used, 70% percent of the mulched material shall be less than three inches in diameter and no longer than three feet in length. No mulch depth shall be allowed over five inches in any circumstance.
- There shall be no severed trees left pushed up against a remaining group when masticating.
- The masticator shall make no vertical pass longer than 75 feet up and down the slope
- Mastication material or chips shall be used to cover resulting access paths made by equipment during the project. Mastication material or chips to cover any travel paths of equipment as a result of this project shall be required to pass final inspection. No mulch depth shall be allowed over six inches in any road or travel path.
- If masticated and chip depth guidelines for roads listed above have not been met, then hand constructed water bars shall be required on access roads where the grade is from 0.0 to 5% at intervals of 150 feet, where the grade is from 5% to 10% at intervals of 130 feet, where the grade is from 10% to 15% at intervals of 75 feet, and where the grade is from 15% to 40% at intervals of 50 feet.

4. Lop and Scatter Treatment

Use hand crews equipped with chainsaws and to buck (cut to moveable lengths) downed trees and/or cut slash such that slash height is no more than an average of height of 12 inches, but no more than 18 inches in one location.

5. Processing and/or Disposal of Material

Process downed trees by one or a combination of methods specified on practice plans for the individual properties. Methods may include but are not limited to: limbing and leaving larger diameter trees for poles, blocking up larger diameter trees for firewood, chipping and spreading chips, mechanical mulching or removal of smaller diameter trees and slash, windrowing or lopping and scattering for erosion control.

6. Cut Stump Treatment

Use hand crews equipped with chainsaws or equivalent equipment to perform chemical cut-stump treatments as appropriate in the Sandia and Manzanita Mountain area invasive species removal projects.

7. Forest Stand Considerations

- a. Piñon/juniper stands with the occasional (one to five trees per acre) ponderosa pine

- Cut the piñon/juniper to leave groups and clumps. The remaining piñon/juniper clumps shall have a variety of species by size classes. Try to avoid cutting just one size class- leave a diversity of size by species. Leave the same mix of piñon/juniper that was present prior to cutting.
 - Clumps shall fill a circle 20-80 feet across. Clump size is a minimum guideline. To achieve the desired condition, clumps need to be a variety of shapes and sizes dependent on the oak understory and the ability to create substantial openings next to clumps created. Shapes of clumps can be a long line of trees, circles, or very odd shapes. Be creative and try to not make any two clumps the same in the immediate area.
 - Remove piñon/juniper from within 25 feet of the drip line of uncut ponderosa pine 25 feet and greater in height and any majestic, large diameter or very tall piñon or juniper standing well above the average canopy.
 - Remove all piñon and juniper trees within the very large oak motts in the unit. An oak mott is a stand of oak with multiple stems larger than six inches in diameter and eight feet tall or taller.
- b. Ponderosa pine stands with an understory of piñon/juniper
- Cut the ponderosa pine to leave groups and clumps. The remaining ponderosa pine clumps shall have a variety of species by size classes. Try to avoid cutting one size class- leave a diversity of sizes by species.
 - Clumps shall fill a circle 20 to 80 feet across. Clumps size is a minimum guideline. To achieve the desired condition, clumps need to be a variety of shapes and sizes dependent on the oak understory and the ability to create substantial openings next to clumps created. Shapes of clumps can be a long line of trees to circles to very odd shapes. Be creative and try to not make any two clumps the same in the immediate area.
 - Remove piñon/juniper from within 15 feet to 25 feet of the drip line of ponderosa pine and uncut majestic, large diameter or very tall piñon or juniper standing within or above the average canopy of ponderosa pine.
 - Remove all piñon and juniper trees within the very large oak motts in the unit. An oak mott is a stand of oak with multiple stems larger than six inches in diameter and eight feet tall or taller.
- c. Ponderosa pine stands (mature or immature)
- Cut the mature ponderosa pine to leave groups and clumps. Sometimes, these stands are even aged, are larger than two or more acres and do not have openings to separate into groups and clumps. Get creative and look for linear lines within the stand and other ways to reduce the density of the stand. The remaining ponderosa pine clumps shall have a variety of size classes. Try to avoid cutting one size class - leave a diversity of size by species. Retain the oldest and largest age class of ponderosa pine.
 - Cut the immature ponderosa to leave groups and clumps, remove small

amounts of over mature ponderosa pine from within or immediately adjacent to the groups. If the small ponderosa pine is in a group less than five feet in diameter, consider not cutting any of these trees. Take care to identify and protect the youngest age classes of ponderosa pine seedlings. There is likely limited recent regeneration due to closed canopy and these areas are easily impacted by equipment.

- Clumps shall fill a circle 20-80 feet across. Clumps size is a minimum guideline. To achieve the desired condition, clumps need to be a variety of shapes and sizes dependent on the oak understory and the ability to create substantial openings next to clumps created. Shapes of clumps can be a long line of trees, circles to very odd shapes. Be creative and try to not make any two clumps the same in the immediate area.

d. Implementation of identified meadow restoration areas

- Cut ALL ponderosa pine, piñon, and juniper within the identified meadow perimeter.
- Leave only majestic ponderosa pine greater than 16 inches in diameter and greater than 25 feet in height.

e. Special considerations for all forest type

- Do not cut any oak unless absolutely necessary for personal safety.
- A group or clump of trees has to be at least three trees or more.
- Stringers of oak are stems less than six inches in diameter and shorter than eight feet tall ranging in length from 75 to 200 feet.
- These stringers of oak shall be hand thinned with lop and scatter to no greater than 24 inches being careful to avoid unnecessary disturbance to the oak. Thin trees in a manner resulting in the least amount of oak being exposed to sunlight.
- Where chipping operations are used all ponderosa pine, piñon pine and juniper slash shall be chipped to two inches or less with no single depth of chips greater than six inches.
- No chips or masticated material shall be allowed around the boles of leave trees.
- All piñon and ponderosa pine fuel wood must be removed, unless otherwise indicated on the treatment plan.
- Trees for removal should be selected by choosing mistletoe-diseased and insect infested trees first, along with trees with genetic defects (removing genetic forked trees and not mechanical forked trees). A variety of size classes by species should be left to promote stand diversity. Thinning shall favor ponderosa pine, alligator juniper, or majestic, large diameter and tall piñon, and Rocky Mountain and one-seed juniper. Thin to emulate the random openings of natural forests. This method shall create the desired basal area without creating an undesirable uniform stand. Do not thin to any crown spacing guidelines.

- All stumps that are left shall be half the diameter of the tree or six inches, whichever is less.
- Do not cut any Douglas fir, white fir, or spruce that may be present. Leave these species for stand diversity.
- Do not cut any invasive tree species like Tree of Heaven unless stumps can be sprayed immediately.
- In erodible areas masticate/chip material into areas with signs of sheet, rill or gully erosion and areas of soil pedaling (severe hummocking). Stay out of arroyo bottoms.
- The boles of juniper trees shall be contour felled for erosion control on slopes of 10% or greater or any area showing signs of erosion. The juniper boles shall be placed in a way to prevent their movement by using stumps, rocks, or other obstructions.
- Leave all trees that are growing within the large rocks or boulders. Consider these areas for a clump.
- Do not treat existing down trees, logs, etc. Leave to make the area look more natural.
- One to five logs per acre with a diameter of 12 inches or larger, 16 feet or longer, and in various states of decay shall be left for down woody log retention and wildlife habitat. Care should be used to leave what down logs are available untouched on the site.

8. Drought Considerations

- Thinning juniper will not attract bark beetles. Juniper in pure stands can be thinned and slash left (or removed) with no danger to the remaining trees.
- In mixed PJ stands, the piñon should be left and the juniper can be completely or partially cut, and the slash removed or not, and bark beetle attraction will not increase unless the remaining piñon are damaged by the equipment or people.
- Because of this year's drought, cutting or even damaging any piñon increases the risk of a bark beetle attack. In a "normal" year, piñon thinning can be carried out in the latter half of the year, but that recommendation is more related to population build-up being halted by cold weather than it is to monsoonal rains helping the residual trees fight off the bark beetle attack. When trees are already drought-stressed, even a good monsoon won't be able to improve the odds against the beetles. Not sapping when cut or damaged could be an indicator of a problem. Thus, for drought conditions, piñon thinning is best avoided until October.
- If piñon thinning has to be carried out July-October, all the slash should be removed. Slash here includes large diameter material, firewood, chips, and tops. Slash should be removed at least every four days, preferably less, to a site that is several miles from the nearest pine. South facing slopes and rocky ridges should be avoided during these conditions, when possible.

- If it is too costly to remove all the slash, the large diameter material and firewood should be removed, to a site several miles from the nearest pine.
- Consider leaving some large diameter material as a trap log, though care should be taken to avoid the risk of the trap log being forgotten and turning into a nurse log. Use of a trap log should be considered on a case-by-case basis.
- Chip depth should be monitored, and if chips are too deep to dry out quickly, they should also be removed, preferably within four days of being produced.
- If the piñon in a project area is heavily infected with dwarf mistletoe, then thinning should be delayed until October. Heavily infected means, 50% of the trees have dwarf mistletoe. Dwarf mistletoe stresses the tree and makes it harder to fight a bark beetle attack.
- Avoid thinning on rocky ridges and outcrops and on south facing slopes, when possible.
- These guidelines assume that all residents and land managers in an area are following these guidelines. If, for instance, a homeowner bordering a project area collects newly cut piñon firewood and piles it in his backyard, that pile would serve as an infection hotspot.
- Specialists from State Forestry are available to evaluate specific challenges, if necessary.

- D. Every vehicle used by a Contractor and/or their crew members for the purpose of hauling green waste off of a private or public project for this program must have a ‘Written Consent for Sale of Woody Material’ document signed by that property’s owner available in their vehicle at all times.
- E. Contractor must be able to work safely and effectively with all equipment required for job performance and will defer work tasks if needed to those with specialized skills, technical knowledge or mechanical expertise.
- F. Contractor must adhere to aesthetic and safety considerations on all project sites, including courteous and respectful communication at a minimum with partners, neighbors, public, other contractors and CSWCD personnel and Board members.
- G. Contractor must complete all project work as outlined in the treatment plan and receive an approved Forestry Inspection Report **before** addressing any side work that has been requested and agreed upon with private landowner(s).
- H. Contractor must be readily available to receive mailed, electronic and/or telephone communications from the District and will be responsible for providing frequent informal discussions with Ciudad SWCD representatives regarding a project’s progress, any issues that come up, as well as transmission of a report/invoice upon the full completion of each project.

- I. Contractor shall provide proof of the following items annually or upon request:
1. A current copy of insurance for any and all vehicles on a project site.
 2. A current copy of Certificate of Liability naming Ciudad SWCD in the amount of \$1,000,000.00
 3. A current Worker's Compensation insurance as required by law in the State of New Mexico. Contractor must maintain required insurance(s) and licensing while performing any job for Ciudad SWCD under this Agreement.
 4. A current copy of their Business License.
- J. All projects are acquired on a will-call basis. Contractors will be selected by the private and or public landowners for each project from a list provided by the Ciudad SWCD. A Contractor has the right to refuse any project. However, once a job is started, it must be completed. Failure to complete a job may result in the termination of this Agreement. **Ciudad SWCD does not imply or guarantee steady employment under terms of this Agreement. Work is based upon the will-call system outlined above.**

II. Compensation

- A. Annually, Contractor will provide Ciudad SWCD with *mandatory* IRS form W-9 to verify taxpayer I.D. and Contractor's taxable identity. Failure to provide Ciudad SWCD with this completed form will result in a 30% withholding tax being deducted by the District Administrator on all future project compensation until said form is provided.
- B. Once a project has passed inspection Ciudad SWCD shall pay Contractor according to the fee schedule established below for services, which shall include New Mexico Gross Receipts taxes, if applicable, and travel as shown in Paragraph II.B, below:

Cost for Sandia and Manzanita Mountain Services			
Forest Type	Service	Rates per Acre	Steep Slope Surcharge per Acre (20%+)
PP/ MC/ PJ	Defensible Space, Heavy (>120 B.A.)	\$2,475.00	\$3,475.00
PP/ MC/ PJ	Defensible Space, Moderate (90-120 B.A.)	\$1,725.00	\$2,425.00
PP/ MC/ PJ	Defensible Space, Light (<90 B.A.)	\$1,400.00	\$1,820.00
PP/ MC	Outside Defensible Space, Heavy (>120 B.A.)	\$1,900.00	\$2,675.00
PP/ MC	Outside Defensible Space, Moderate (90-120 B.A.)	\$1,500.00	\$2,100.00
PP/MC	Outside Defensible Space, Light (<90 B.A.)	\$1,325	\$1,725.00
PJ	Outside Defensible Space, Heavy (>120 B.A.)	\$1,700.00	\$2,375.00
PJ	Outside Defensible Space, Moderate (90-120 B.A.)	\$1,400.00	\$1,975.00
PJ	Outside Defensible Space, Light (<90 B.A.)	\$1,200	\$1,560.00
PP/MC/PJ	Outside Defensible Space, Mastication	\$1,500.00	\$2,100.00

PP/MC/PJ	Chip & Haul	\$865.00	
PP/MC/PJ	Cut Stump Treatment	\$1,200.00	

- C. Payment of the above listed amounts shall not relieve Contractor of any unperformed obligations under Section I. Contractor shall not be entitled to receive any payments unless supported by appropriate billing statements and documentation as provided in Paragraph II.C, below.
- D. Contractor shall be responsible for paying New Mexico Gross Receipts taxes levied on amounts payable under this Agreement, if applicable. Compensation for this contract must include all work as well as insurance as required by state law, incidental travel expenses, acquisition of tools and equipment necessary for the project, and applicable taxes.
- E. Upon completion of a project, the Contractor should notify Ciudad SWCD. Ciudad SWCD will notify NM State Forestry and a Forest Contractor Inspection will take place of the project.
- F. All payments under this Agreement shall be made by Ciudad SWCD upon receipt of detailed invoice from Contractor and an inspection report approving the completion of a project from approved Forest Contract Inspector (FCI) evidencing to the satisfaction of Ciudad SWCD the propriety of each payment and acreage treated.

III. Term

This Agreement shall become effective upon signing by the two parties.

The time frame for this Agreement shall be [REDACTED], 2024 through the life of the District's Wildland/Urban Interface Projects, which are contingent upon availability of funds. Contract period may be extended, suspended or terminated at Ciudad SWCD's discretion upon written notification.

IV. Termination

This Agreement may be terminated for any reason by either party upon written notice delivered to the other at least fifteen (15) days prior to the intended date of termination. By such termination, neither party may nullify obligations or duties incurred prior to the date of termination. The provision is not exclusive and does not waive other legal rights and remedies afforded Ciudad SWCD in such circumstances as Contractor's default/breach of contract.

V. Amendment

This Agreement constitutes the entire agreement between the parties regarding the subject matter and cannot be altered or modified except in writing duly signed by all parties.

VI. Status of Contractor, Liability, Release, and Hold Harmless

Ciudad SWCD personnel will at no time be considered employees of Contractor, and Contractor assumes no liability for Ciudad SWCD personnel in conjunction with this agreement. Contractor personnel will at no time be considered employees of Ciudad SWCD, and Ciudad SWCD assumes no liability for Contractor personnel in conjunction with this agreement. Contractor is responsible for maintaining any necessary insurance coverage, as outlined in Section I. J. of this Agreement, for the duration of the project.

Contractor agrees to indemnify and hold harmless Ciudad SWCD, its officers, employees, and the landowners who manages the property where work is occurring against liability, claims, damages, losses, or expenses arising out of bodily injury to person or damage to property caused by, or resulting from, Contractor or its employees own negligent acts or omission while Contractor or its employees, performs or fails to perform its obligations and duties under the terms and conditions of this Agreement.

VII. Release

The Contractor, upon final payment of all amounts due under this Agreement, releases Ciudad SWCD, its officers and employees from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

VIII. Applicable Laws

This Agreement is governed by the laws of the State of New Mexico, and Ciudad SWCD and Contractor agree to comply with all applicable laws, including those pertaining to Equal Opportunity and Occupational Safety and Health Administration (OSHA) Standards for Tree Felling or Chainsaw Operations, or other applicable OSHA regulations.

IN WITNESS WHEREOF, the parties hereto have herein below executed this Agreement.

FOR:

FOR:

Ciudad Soil & Water Conservation District

Contractor

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____