



State of New Mexico General Services Department

Statewide Price Agreement

Awarded Vendor:
30 Vendors (See Pages 6 – 11)

Price Agreement Number: **20-00000-22-00039**

Payment Terms: **Net 30**

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

Delivery: **See Pages 6 – 11**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: **Kimberly A Hunt-Brown**

Telephone No.: **(505) 490-3152** **KAHB**

Email: **Kimberly.Hunt-Brown@state.nm.us**

Invoice:
As Requested at Time of Order

Title: Vegetation Management Services

Term: June 1, 2022 thru May 31, 2023

This Statewide Price Agreement is made subject to the “terms and conditions” as indicated on subsequent pages.

Accepted for the State of New Mexico

Valerie Paulk

Date: 6/1/2022

Mark Hayden, New Mexico State Purchasing Agent

× **This Agreement was signed on behalf of the State Purchasing Agent**

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Terms and Conditions
(Unless otherwise specified)

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

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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.

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New Mexico Employees Health Coverage

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

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

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

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

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

Statewide Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

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

Article II – Term

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

Article III – Specifications

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

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

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Article V – Termination

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

Article VI – Amendment

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

Article VII – 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 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 VIII – Issuance or Orders

Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule

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

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Awarded Vendors:

(AA) 0000047571

Alamo Navajo School Board, Inc.

P. O. Box 5907

Alamo, NM 87821

505-360-8507

clivingston@ansbi.org**Zones: Zone 8****Delivery:** Net 30**Contact:** Carl Livingston, Forestry Supervisor

(AB) 0000166414

Jason M Brown, dba: Brown Ridge Services LLC

7651 Tuscany Way

Farmington, NM 87402

505-801-4606

brownridgeservices@gmail.com**Zones: All Zones 1-12****Delivery:** As Requested**Contact:** Jason Brown, Owner

(AC) 0000148340

C & H Timber Stand Improvement Services LLC

13107 Montgomery Blvd. NT

Albuquerque, NM 87111

480-688-3199

christina.victoria@yahoo.com**Zones: All Zones 1-12****Delivery:** As Requested**Contact:** Christina Harrison, Owner; Juan Carrasno, Owner; jccarr12@gmail.com; 575-289-3948

(AD) 0000166416

Christopher Michel dba: CM Arborcare LLC

12 Los Pueblos Street

Los Alamos, NM 87544

505-385-6223

cmarborcare@gmail.com**Zones: All Zones 1-12****Delivery:** As Requested**Contact:** Chris Michel, Owner

(AE) 0000136089

Cutting Edge Forestry, Inc.

P. O. Box 300

Talent OR 97540

541-535-4878

cedgeforestry@gmail.com**Zones: All Zones 1-12****Delivery:** By Task Order Periods of Performance.**Contact:** Jeff Nelson, President

(AF) 0000166731

Ryan Griffin dba: Do It Rite Tree Services

177 Juniper Springs Road

Nogal, NM 88341

575-354-0133

Doitrite10@outlook.com**Zones: Lincoln/Otero County****Delivery:** Lincoln/Otero Counties**Contact:** Ryan Griffin, Owner, ryangriffey@hotmail.com, Jennie Griffin, Secretary, jennieboyd@msn.com, 505-301-2529

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(AG) 0000148232
Ferranti Natural Resources, LLC
111 Morningstar Circle
Datil, NM 87821
575-835-8023
ferrantinaturalresources@gmail.com

Zones: Zones 1-9, & 11, 12

Delivery: As Requested

Contact: William Ferranti, Operating Member,
bferranti0708@gmail.com

(AH) 0000166718
Rory Eastman dba: Heritage Land and Water LLC
626 NM 165
Placitas, NM 87043

Zones: All Zones 1-12

Delivery: Pay as you go. Bi-weekly direct deposit or mailed check beginning from start date specified in contract. Itemized invoices of work completed will be sent to procurement officer/any desired contact at the end of each bi-weekly term.

505-252-4764
Heritagelandandwater@gmail.com

Contact: Rory Eastman, Owner

(AI) 0000136118
Horizon Environmental Services, Inc.
P.O. Box 9057
Durango, CO 81302
970-259-4346
TrishaM@horizonenvservices.com

Zones: Zones 1, 2 & 4, 5

Delivery: 91 S. Skylane Drive, Durango, CO 81303

Contact: Trisha Mead, President; Aaron Easley,
Operations Manager, Aarone@horizonenvservices.com,
970-259-4346

(AJ) 0000039842
Johnson Environmental
2236 Idaho Drive
Alamogordo, NM 88310
575-937-3046
johnsonenv@hotmail.com

Zones: All Zones 1-12

Delivery: As Requested

Contact: Jack Johnson Jr., Owner

(AK) 0000148285
K&B Timberworks, Inc.
P.O. Box 428
Reserve, NM 87830

Zones: All Zones 1-12

Delivery: K&B Timberworks Inc., 11 Forest Road 141,
Reserve, NM 87830

575-533-6094
kbtimberworks@gmail.com

Contact: James E. Kellar, President; James A. Kellar,
Vice-President; Hilda D. Kellar, Secretary/Treasurer

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(AL) 0000150473
Landford Excavation LLC
426 Canada de la Cruz
Monticello, NM 87939
575-571-3245
landfordexcavation@gmail.com

Zones: Zones 1, 2, 5, 8 & 12

Delivery: 426 Canada de la Cruz, Monticello, NM 87939

Contact: Dick Landford, Owner/Operator

(AM) 0000129142
Los Arboles
2124 Raymac Road
Albuquerque, NM 87105
505-967-5628
jaime.villegas@yahoo.com

Zones: All zones – price estimates.

Delivery: As Requested

Contact: Jaime Villegas, Owner

(AN) 0000136090
Markitt Forestry Management LLC
2424 Garden of the Gods Road, Suite 290
Colorado Springs, CO 80919
719-355-9834
shainamiller@markitforestry.com

Zones: All Zones 1-12

Delivery: F.O.B. Point must be Destination

Contact: Shaina Miller, Sales Operations Manager

(AO) 0000129380
Price Forestry & Environmental Services
2520 Madre Drive NE
Albuquerque, NM 87112
505-203-2571
apricey505@gmail.com

Zones: All Zones 1-12

Delivery: As Requested

Contact: Andrew Price, Owner

(AP) 0000129138
Prometheus Fire Consulting LLC
P.O. Box 41187
San Jose, CA 95160-1187
408-807-1963
phil@prometheusfireconsulting.com

Zones: All Zones 1-12

Delivery: FOB destination, freight pre-paid

Contact: Phillip Dye, CEO

(AQ) 0000009060
Restoration Solutions, LLC
P.O. Box 98, 201 County Line Road
Corona, NM 88318
575-937-5551
racher@resource-management.us

Zones: All Zones 1-12

Delivery: As Requested

Contact: Brent Racher, Manager

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(AR) 0000113916
Rio Grande Return
1704B Llano Street, #347
Santa Fe, NM 87505
505-231-5484
todd@riograndereturn.com

Zones: All Zones 1-12

Delivery: As Requested

Contact: Todd M. Lopez, Executive Director

(AS) 0000085450
Rocky Mountain Ecology, LLC
P.O. Box 45193
Rio Rancho, NM 87174
575-639-3883
bowers@rockymountaineecology.com

Zones: All Zones 1-12

Delivery: As Requested

Contact: Clayton Bowers, Director

(AT) 0000166317
Silhouette Farm & Forestry, LLC
P.O. Box 4058
Medford, OR 97501
541-535-2626
silhouetteff@gmail.com

Zones: All Zones 1-12

Delivery: By due date of task orders

Contact: Dinah Walker, Member

(AU) 0000136789
South Mountain Industrial Services, LLC
643 State Road 344
Edgewood, NM 87015
662-285-8826
palexander03@gmail.com

Zones: All Zones 1-12

Delivery: As Requested by the agency

Contact: Preston Alexander, Owner; Tysan West, Manager, tysanw@gmail.com, 505-274-9313

(AV) 0000115291
Southwest Contracting & Associates, LLC
dba: Wilson Thinning
P.O. Box 1494
Capitan, NM 88316
575-937-2724
wilsonthinning@gmail.com

Zones: All Zones 1-12

Delivery: As Requested

Contact: Cody Wilson, COO; Christina Wilson, CEO

(AW) 0000042615
Summitt Forests, Inc.
2305 Ashland Street, Ste 104, PMB 432
Ashland, OR 97520
541-535-8920
summittforests@gmail.com

Zones: All Zones 1-12

Delivery: As needed, per task order, contract agreement

Contact: Scott Nelson, President

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(AX) 0000129296
Taylor Services LLC
P.O. Box 1305
Grants, NM 87020

505-290-7654
lmtaylor50@hotmail.com

Zones: All Zones 1-12

Delivery: Taylor Services LLC, P.O. Box 1305, Grants, NM 87020

Contact: Larry Taylor, Owner

(AY) 0000166395
The Ember Alliance
P.O. Box 2084
Fort Collins, CO 80522
303-378-4096

contact@emberalliance.org

Zones: All Zones 1-12

Delivery: As Requested

Contact: Jennifer Mueller, Director of Fire Management, jennifer@emberalliance.org; Gabriel Donaldson, Director of Business Operations, gabe@emberalliance.org, 970-690-2105

(AZ) 0000052294
The Forest Stewards Guild
2019 Galisteo Street, Suite N-7
Santa Fe, NM 87505
505-470-0185

eytan@forestguild.org

Zones: All Zones 1-12

Delivery: As Requested

Contact: Sam Berry, SW Fire and Fuels Manager, sam@forestguild.org, 541-816-6371; Fallon Grafe, Business Manager, fallon@forestguild.org, 512-585-5325

(BA) 0000027370
The Nature Conservancy (New Mexico)
1613 Paseo de Peralta, Suite 200
Santa Fe, NM 87501
505-946-2022

Melissa.mclamb@tnc.org

Zones: All Zones 1-12

Delivery: As Requested

Contact: Melissa McLamb, Senior Conservation Coordinator; Alberto Granados, Director of Finance, Albert.granados@tnc.org, 505-365-2050

(BB) 0000114777
Top Notch Forestry
P.O. Box 4
Mora, NM 87732
505-699-0032

ryanvigil@yahoo.com

Zones: All Zones 1-12

Delivery: As Requested

Contact: Ryan Vigil, Owner

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(BC) 0000166443
Vegetation Management Services, LLC
301 E. Collin Raye Drive
De Queen, AR 71832
903-276-2936
michael.w.lansdell@outlook.com

Zones: All Zones 1-12

Delivery: TBD

Contact: Michael Martin, Project Manager, 870-784-1376; Michael Lansdell

(BD) 0000134207
Watershed Dynamics, LLC
P.O. Box 2529
Ranchos de Taos, NM 87557
575-770-0112
nmwatershed@gmail.com

Zones: Zone 2

Delivery: Destination

Contact: Mark Schuetz

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Specifications:

Establish a Statewide Price Agreement for vegetation management restoration activities to improve wildlife habitat in New Mexico and to meet vegetation management restoration objectives. The activities and/or services will be used to improve, restore, and/or rehabilitate forests, woodlands, grasslands, and other ecosystems 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 forest, woodland, and grassland restoration activities. Once the Agency 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. 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.

Term

The term of this price agreement shall be for two (2) years from the date of award with the option to extend for two periods of two (2) years, on a term-to-term basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This price agreement shall not exceed six (6) years.

Method of Award:

Multiple contractors will be accepted for services and/or equipment included in this price agreement. The award to multiple contractors will improve the watershed health and wildlife habitat of forests, woodlands, grasslands and shrub lands 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 A CONTRACTOR PROJECT WORK.** Contractors will be selected based on their capabilities.

BIDDING INSTRUCTIONS

All items in this price agreement may not be pertinent to 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. 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 one hundred percent (100%) of the total contract order. The contractor must provide the Agency with a copy of the bond no later than ten (10) days prior to start of the Work.

WAGE DECISION

All Contractor(s) must adhere to The New Mexico Public Works Wage Act. The contractor(s) are responsible for obtaining 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. **A WAGE DETERMINATION IS NOT NEEDED WHEN BIDDING ON THIS PRICE AGREEMENT.**

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PRICE AGREEMENT MANAGER

For information pertaining to the requirements of this price agreement, please contact Jacob Davidson, Habitat Program Manager, New Mexico Department of Game and Fish, at jacob.davidson@state.nm.us or 505-252-2633.

WORK ZONES

Bidders must identify geographical zones in which they are willing to perform their services. Identify which zones your company is willing to work in by checking the blank to the immediate right of the number zone. The State Purchasing Division cannot determine within which zones each bidder can or will provide service.

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 and fall under the appropriate work zone) may be contacted for a site visit. A site visit will occur only once and include all of the selected Contractors. The Agency will provide pertinent information such as the project plan and desired outcomes. Contractors will provide a cost to the Agency 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: Contractors will be selected based on: 1) capabilities; 2) total cost to complete project; 3) timeline to complete project; 4) work history.

DEFINITIONS:

Access: Road access to a project location. Ingress/Egress.

Agency: Any Agency of the State of New Mexico and all of its agents and employees.

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

Excessive Slope: Slopes are deemed excessive when average slope of the project area is greater than 35%.

Project Coordinator: An individual or individuals identified by the Agency to coordinate all activities associated with the restoration project.

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

Project Plan: A document approved by the Agency that describes individual project standards and work specifications.

Related Equipment: Equipment or supplies needed to successfully complete 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.

CONTRACTOR RESPONSIBILITIES

- The Contractor shall furnish all personnel, facilities, equipment (including rented equipment), materials, supplies, and services (except as expressly set forth in this price agreement as furnished by the Agency), 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 including food and travel expenses.
- 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 \$60,000.00. A copy must be provided to the Agency prior to beginning work.
- Provide competent supervision and skilled personnel to carry on all work in progress.
- Obtain all required environmental permits and clearances to carry out the project (unless expressly provided by the Agency).
- 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 in connection with the work covered by this contract.
- Make necessary arrangements for storage of tools and/or equipment. The Agency 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 Agency, State, its officers, agents, or employees, against liability, claims, damages, losses, or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, contractor(s) and/or its employees, own negligent act(s) or omission(s) while contractor and/or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this agreement.
- Progress invoices will be provided to the project manager every 30 days or on a more frequent schedule agreed upon in the project service contract. A final invoice will be provided upon completion of the project.

AGENCY RESPONSIBILITY

- The Agency 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 sites or biological concerns, and provide a contact listing with phone numbers to the Contractors.
- Monitor work performance and ensure project guidelines are fulfilled.
- Monitor post-project results.
- Inspect and recommend payment to Contractors on the completion of projects.
- Approve invoices for payment.

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Use of Machinery and Equipment

Locate machinery servicing and refueling areas away from streambeds, ponds, arroyos, wetlands, moist soil units, 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 and fluid 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 to 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, report the spill to the Agency and follow proper corrective clean-up and safety actions.

At a minimum, fire extinguishers of appropriate size and type 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. The Agency may also require a written contingency plan if working during times of elevated fire risk.

Repair oil leaks immediately upon 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.

MATERIALS:

Successful bidders may or may not need to provide materials, such as herbicide, or other materials for various projects. All of the specifications below 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. **Costs of materials are not included in the contractor's hourly labor rate.**

MECHANICAL VEGETATION MANAGEMENT TREATMENTS:

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

Mechanical cutting of tree/shrub specifications

Utilize a Barko, HydroAxe, Tiger Cat, Bobcat with attachment, excavator with attachment or equivalent machinery to cut trees/shrubs. Selected trees/brush shall be marked for cutting or selected by written prescription. Trees/brush shall be cut down to four inches above ground or less. Downed tree bole and slash shall be masticated such that chip depth does not exceed a depth identified by the Agency.

Trees that are not marked or prescribed for removal shall not be damaged and remain untouched by treatment activities. Ruts in the soil created by machinery shall not exceed 4-inches. All vehicles, machinery, and fuel trailers shall be pressure washed and cleaned of noxious weed seeds and other containments prior to entering the project area.

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

- Species may include 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.

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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 cutting on average slopes and for cutting on excessive slopes. Slopes are deemed excessive when the average slope of the project area is greater than 35%.

Mechanical slash specifications

Use a Barko, 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.

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 mastication on average slopes and for mastication on excessive slopes. Slopes are deemed excessive when the average slope of the project area is greater than 35%.

HAND VEGETATION MANAGEMENT TREATMENTS

All of the following requirements apply to hand vegetation treatments. A 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 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:
 - Boots - all leather, lace-up type, minimum eight inches high with lug type sole in good condition (steel toes are unacceptable).
 - Hardhat - Plastic, Class B, ANSI Z89.1, OSHA approved, with chinstrap. Must meet NFPA 1977, 1998 edition.
 - Hearing protection: Must meet OSHA Standards.
 - Gloves: One pair of heavy-duty leather per person.
 - Eye protection: One pair per person - shatter resistant.
 - 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.

Hand thinning of tree/shrub specifications

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 shall 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.

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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 cutting on average slopes and for cutting on excessive slopes. Slopes are deemed excessive when the average slope of the project area is greater than 35%.

Lop and scatter hand thinning of tree/shrub specifications

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 (2) feet. This includes spreading slash by hand as necessary to meet the two-foot criteria.

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

- Species may include native or non-native tree species.
- 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.

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 cutting on average slopes and for cutting on excessive slopes. Slopes are deemed excessive when the average slope of the project area is greater than 35%.

Hand piling specifications

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.

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.
- Occasional saw work may be required to cut brush into moveable lengths.
- Pull brush to locations identified by the Project Coordinator. Slash shall not be located under the drip lines of residual 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.

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 cutting on average slopes and for cutting on excessive slopes. Slopes are deemed excessive when the average slope of the project area is greater than 35%.

CHEMICAL TREATMENTS

All of the following requirements apply to herbicide applications:

- 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.
- 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.
- The timing of treatment activities shall be coordinated with the Project Coordinator.
- 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

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Weed Control, 5 Aquatic Pest Control, and 6 Right-of-Way Pest Control. Contractor must be able to identify the target species.

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

Cut-stump treatments specifications:

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:

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

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.

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

Mapping occurrence of undesirable vegetation:

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 to Agency.

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

PRESCRIBED FIRE SERVICES

Forest and/or Fire Management Plan

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.

- Contractor must coordinate with the Agency 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 Agency.

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

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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 template and format needed by the Agency.
- 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):

- Agency approved cover page, Table of contents, Signature/approval page, Executive summary, Explanation/purpose of the Agency'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, 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, 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 labor **PER ONE (1) HOUR** to include hourly wages, equipment needs, travel, per-diem, supplies, map preparation, document preparation, and/or equipment use.

Wildland Fire Engines

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 Agency.

The following Personal Protective Clothing and Equipment is required to be furnished by the Contractor:

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- Boots - all leather, lace-up type, minimum eight (8) inches high with lug type sole in good condition (steel toes are unacceptable).
- Hardhat - Plastic, Class B, ANSI Z89.1, OSHA approved, with chinstrap. Must meet NFPA 1977, 1998 edition.
- Gloves - One pair of heavy-duty leather per person.
- Eye protection - One pair per person – shatter resistant.
- Head lamp - One lamp per person with batteries and attachment for hardhat.
- Canteen - one-quart size, two per person required.
- Fire shelter - One serviceable shelter meeting NFPA Standard 1977, 1998. One per person.
- 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:

- 2 nozzles, combination fog/straight stream
- 20 feet suction hose with strainer or screened foot valve
- 2 shovels (USFS Specifications)
- 2 pulaskis (USFS Specifications)
- 1 spanner wrench, combination 1" to 1 1/2"
- 2 gated wyes
- 4 reducers
- 2 adaptors – female to male
- 2 increasers
- 1 fire hose clamp
- 1 5-gallon container for drinking water
- 1 first aid kit (5 person)
- 1 set of wheel chocks
- 5 gallons (minimum) fuel to operate pump and engines for 12 hours
- 1 pump for water fill or have drafting capabilities.
- 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 1/2" (feet): 300
- Hose 1" (feet): 300
- Personnel: 2 – 3 (2 is minimum required- additional cost is at the cost of the contractor).

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

Fireline Construction and Maintenance

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 Agency and Contractor agree on the terms and extent of the trail construction. Agency representatives will locate fireline. Chains will be determined by the Contractor and verified by the Agency. Firelines should be located on Agency 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 ten (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 Agency.

Price should be based on a labor **PER ONE (1) HOUR** to include tools, equipment needs, travel, per diem, and equipment use.

Prescribed Fire Burn Plan Preparation

Contractor must meet the following requirements (minimum):

- Submit a Prescribed Fire Plan for each project site requested.
- Plan should follow Agency guidelines and plan templates (available from Agency).
- 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 Agency).

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- 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 Agency.
- 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 labor **PER ONE (1) HOUR** to include hourly wages, equipment needs, travel, per diem, supplies, map preparation, document preparation, and/or equipment use.

Pile Burning

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, Agency 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.

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

Holding Boss

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 Agency 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 sixteen (16) hour shift of pay.

Ignition Specialist

Contractor must meet the following requirements (minimum):

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- 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 Agency 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 sixteen (16) hour shift of pay.

Prescribed Fire Burn Boss

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 Agency 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 Agency.
- 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 Agency facilities and improvements; takes all actions necessary to protect them.
- Assures all weather and fuel data are collected and interpreted.

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- 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 Agency 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 sixteen (16) hour shift of pay.

***** End of Specifications *****

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Items List

Item	Approx. Qty.	UOM	Article and Description Vendors will serve Zones as indicated on pages 6 – 11.	Unit Price Per Vendor	
			Mechanical Vegetation Management		
1	1	Ea.	Mechanical thinning - cost per acre		
				(AA)	\$850.00
				(AB)	\$1,275.00
				(AF)	\$2,000.00
				(AH)	\$2,300.00
				(AI)	\$975.00
				(AJ)	\$900.00
				(AL)	\$2,000.00
				(AM)	\$900.00
				(AN)	\$2,000.00
				(AO)	\$990.00
				(AQ)	\$1,420.00
				(AR)	\$2,200.00
				(AS)	\$1,150.00
				(AU)	\$1,250.00
				(AV)	\$1,150.00
				(AW)	\$935.00
				(AX)	\$1,400.00
				(AZ)	\$1,100.00
				(BB)	\$3,200.00
			(BC) Cmt: Prentice 2470, 2018 Prentice 2864C, 2015 Cat 573C	(BC)	\$385.00
				(BD)	\$2,200.00
2	1	Ea.	Mechanical thinning, with excessive slope - cost per acre		
				(AA)	\$1,150.00
				(AB)	\$1,725.00
				(AF)	\$3,000.00
				(AH)	\$2,500.00
				(AI)	\$1,100.00
				(AJ)	\$1,800.00
				(AL)	\$2,600.00
				(AM)	\$1,250.00
				(AN)	\$2,600.00
				(AO)	\$1,450.00
				(AQ)	\$1,845.00
				(AR)	\$2,550.00
				(AS)	\$1,350.00
				(AU)	\$1,687.00
				(AV)	\$1,600.00

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Item	Approx. Qty.	UOM	Article and Description Vendors will serve Zones as indicated on pages 6 – 11.	Unit Price Per Vendor	
				(AW)	\$990.00
				(AX)	\$1,675.00
				(AZ)	\$1,200.00
				(BB)	\$3,500.00
			(BC) Cmt: Prentice 2470, 2018 Prentice 2864C, 2015 Cat 573C	(BC)	\$425.00
				(BD)	\$2,600.00
3	1	Ea.	Mechanical slash treatment - cost per acre		
				(AA)	\$700.00
				(AB)	\$875.00
				(AF)	\$3,000.00
				(AH)	\$1,250.00
				(AI)	\$880.00
				(AJ)	\$700.00
				(AL)	\$1,000.00
				(AM)	\$800.00
				(AN)	\$1,800.00
				(AO)	\$450.00
				(AQ)	\$1,840.00
				(AR)	\$1,500.00
				(AS)	\$595.00
				(AU)	\$850.00
				(AV)	\$950.00
				(AW)	\$1,430.00
				(AX)	\$1,050.00
				(AZ)	\$625.00
				(BB)	\$1,800.00
			(BC) Cmt: Prentice 2470, 2018 Prentice 2864C, 2015 Cat 573C	(BC)	\$420.00
				(BD)	\$600.00
4	1	Ea.	Mechanical slash treatment, with excessive slope - cost per acre		
				(AA)	\$1,200.00
				(AB)	\$1,200.00
				(AF)	\$3,000.00
				(AH)	\$1,680.00
				(AI)	\$975.00
				(AJ)	\$1,400.00
				(AL)	\$1,300.00
				(AM)	\$1,000.00
				(AN)	\$2,400.00
				(AO)	\$550.00

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Item	Approx. Qty.	UOM	Article and Description Vendors will serve Zones as indicated on pages 6 – 11.	Unit Price Per Vendor	
				(AQ)	\$2,080.00
				(AR)	\$1,750.00
				(AS)	\$735.00
				(AU)	\$1,147.00
				(AV)	\$1,100.00
				(AW)	\$1,760.00
				(AX)	\$1,400.00
				(AZ)	\$725.00
				(BB)	\$2,000.00
			(BC) Cmt: Prentice 2470, 2018 Prentice 2864C, 2015 Cat 573C	(BC)	\$460.00
				(BD)	\$800.00
			Hand Vegetation Management		
5	1	–Ea.	Hand thinning - cost per acre		
				(AA)	\$850.00
				(AC)	\$1,400.00
				(AD)	\$659.44
				(AE)	\$335.00
				(AF)	\$1,600.00
				(AG)	\$1,300.00
				(AH)	\$1,820.00
				(AI)	\$1,765.00
				(AJ)	\$1,600.00
				(AM)	\$1,250.00
				(AN)	\$2,100.00
				(AO)	\$825.00
				(AQ)	\$2,315.00
				(AR)	\$1,100.00
				(AS)	\$395.00
				(AT)	\$325.00
				(AU)	\$675.00
				(AV)	\$850.00
				(AW)	\$330.00
				(AX)	\$1,625.00
				(AY)	\$6,000.00
				(AZ)	\$1,750.00
				(BB)	\$3,500.00
				(BD)	\$2,100.00
6	1	Ea.	Hand thinning, with excessive slope - cost per acre		
				(AA)	\$1,200.00

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Item	Approx. Qty.	UOM	Article and Description Vendors will serve Zones as indicated on pages 6 – 11.	Unit Price Per Vendor	
				(AC)	\$1,400.00
				(AD)	\$877.05
				(AE)	\$390.00
				(AF)	\$2,100.00
				(AG)	\$1,700.00
				(AH)	\$1,900.00
				(AI)	\$1,940.00
				(AJ)	\$3,200.00
				(AM)	\$1,325.00
				(AN)	\$2,500.00
				(AO)	\$925.00
				(AQ)	\$2,910.00
				(AR)	\$1,280.00
				(AS)	\$485.00
				(AT)	\$375.00
				(AU)	\$900.00
				(AV)	\$950.00
				(AW)	\$385.00
				(AX)	\$1,925.00
				(AZ)	\$1,875.00
				(BB)	\$3,800.00
				(BD)	\$2,600.00
7	1	Ea.	Lop and scatter - cost per acre		
				(AA)	\$600.00
				(AC)	\$1,400.00
				(AD)	\$219.81
				(AE)	\$1,10.00
				(AF)	\$1,700.00
				(AG)	\$1,500.00
				(AH)	\$1,300.00
				(AI)	\$1,765.00
				(AJ)	\$900.00
				(AM)	\$550.00
				(AN)	\$2,200.00
				(AO)	\$750.00
				(AQ)	\$1,445.00
				(AR)	\$1,590.00
				(AS)	\$300.00
				(AT)	\$100.00
				(AU)	\$527.00
				(AV)	\$800.00

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Item	Approx. Qty.	UOM	Article and Description Vendors will serve Zones as indicated on pages 6 – 11.	Unit Price Per Vendor	
				(AW)	\$88.00
				(AX)	\$980.00
				(AY)	\$6,000.00
				(AZ)	\$325.00
				(BB)	\$3,500.00
				(BD)	\$600.00
8	1	Ea.	Lop and scatter, with excessive slope - cost per acre		
				(AA)	\$700.00
				(AC)	\$1,400.00
				(AD)	\$292.35
				(AE)	\$115.00
				(AF)	\$2,700.00
				(AG)	\$2,000.00
				(AH)	\$1,500.00
				(AI)	\$1,940.00
				(AJ)	\$1,800.00
				(AM)	\$675.00
				(AN)	\$2,700.00
				(AO)	\$850.00
				(AQ)	\$1,860.00
				(AR)	\$2,264.00
				(AS)	\$365.00
				(AT)	\$110.00
				(AU)	\$781.00
				(AV)	\$850.00
				(AW)	\$132.00
				(AX)	\$1,475.00
				(AZ)	\$450.00
				(BB)	\$3,800.00
				(BD)	\$800.00
9	1	Ea.	Hand piling - cost per acre		
				(AA)	\$500.00
				(AC)	\$1,000.00
				(AD)	\$290.15
				(AE)	\$990.00
				(AF)	\$2,000.00
				(AG)	\$1,000.00
				(AH)	\$1,400.00
				(AI)	\$1,930.00
				(AJ)	\$1,600.00

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Item	Approx. Qty.	UOM	Article and Description Vendors will serve Zones as indicated on pages 6 – 11.	Unit Price Per Vendor	
				(AM)	\$1,350.00
				(AN)	\$2,000.00
				(AO)	\$900.00
				(AQ)	\$2,889.00
				(AR)	\$1,860.00
				(AS)	\$695.00
				(AT)	\$1,200.00
				(AU)	\$1,250.00
				(AV)	\$850.00
				(AW)	\$1,430.00
				(AX)	\$1,800.00
				(AY)	\$6,000.00
				(AZ)	\$450.00
				(BB)	\$1,800.00
				(BD)	\$800.00
10	1	Ea.	Hand piling, with excessive slope - cost per acre		
				(AA)	\$650.00
				(AC)	\$1,000.00
				(AD)	\$435.23
				(AE)	\$11.00
				(AF)	\$2,600.00
				(AG)	\$1,500.00
				(AH)	\$1,600.00
				(AI)	\$2,125.00
				(AJ)	\$3,200.00
				(AM)	\$1,775.00
				(AN)	\$2,350.00
				(AO)	\$950.00
				(AQ)	\$3,241.00
				(AR)	\$2,700.00
				(AS)	\$780.00
				(AT)	\$1,400.00
				(AU)	\$1,550.00
				(AV)	\$850.00
				(AW)	\$1,650.00
				(AX)	\$2,200.00
				(AZ)	\$575.00
				(BB)	\$2,000.00
				(BD)	\$1,200.00

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Item	Approx. Qty.	UOM	Article and Description Vendors will serve Zones as indicated on pages 6 – 11.	Unit Price Per Vendor	
			Chemical Treatments		
11	1	Ea.	Manual spraying – cost per acre		
				(AE)	\$555.00
				(AG)	\$400.00
				(AI)	\$325.00
				(AJ)	\$1,100.00
				(AM)	\$300.00
				(AN)	\$800.00
				(AO)	\$450.00
				(AQ)	\$1,100.00
				(AR)	\$580.00
				(AS)	\$180.00
				(AT)	\$550.00
				(AU)	\$255.00
				(AV)	\$350.00
				(AW)	\$605.00
				(AX)	\$2,775.00
				(BB)	\$1,800.00
12	1	Ea.	Cut stump treatments – cost per acre		
				(AE)	\$660.00
				(AG)	\$1,200.00
				(AI)	\$1,435.00
				(AJ)	\$1,600.00
				(AM)	\$300.00
				(AN)	\$1,500.00
				(AO)	\$800.00
				(AQ)	\$1,920.00
				(AR)	\$580.00
				(AS)	\$180.00
				(AT)	\$650.00
				(AU)	\$475.00
				(AV)	\$350.00
				(AW)	\$715.00
				(AX)	\$2,150.00
				(BB)	\$2,000.00
13	1	Ea.	Aerial chemical treatment – cost per acre		
				(AM)	\$600.00
				(AU)	\$100.00

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Item	Approx. Qty.	UOM	Article and Description Vendors will serve Zones as indicated on pages 6 – 11.	Unit Price Per Vendor	
14	1	Ea.	Mapping occurrence of undesirable vegetation – cost per acre		
				(AE)	\$55.00
				(AI)	\$115.00
				(AI)	\$115.00
				(AJ)	\$700.00
				(AM)	\$450.00
				(AN)	\$600.00
				(AO)	\$325.00
				(AQ)	\$360.00
				(AR)	\$400.00
				(AS)	\$40.00
				(AT)	\$60.00
				(AU)	\$110.00
				(AW)	\$72.00
				(BB)	\$2,000.00
			Prescribed Fire Services		
15	1	Ea.	Forest and/or Fire management plan – cost per hour		
				(AJ)	\$125.00
				(AM)	\$78.00
				(AQ)	\$148.00
				(AS)	\$150.00
				(AV)	\$400.00
				(AY)	\$120.00
				(AZ)	\$120.00
				(BA)	\$120.00
				(BB)	\$300.00
16	1	Ea.	Wildland Fire Engines – cost per day		
				(AJ)	\$4,500.00
				(AM)	\$2,500.00
				(AV)	\$2,500.00
				(AY)	\$4,000.00
				(AZ)	\$3,000.00
				(BA)	\$3,000.00
				(BB)	\$3,000.00
17	1	Ea.	Fireline Construction and maintenance – cost per hour		
				(AE)	\$99.00
				(AJ)	\$350.00
				(AM)	\$44.00

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Item	Approx. Qty.	UOM	Article and Description Vendors will serve Zones as indicated on pages 6 – 11.	Unit Price Per Vendor	
				(AO)	\$850.00
				(AT)	\$79.00
				(AU)	\$68.50
				(AV)	\$1,150.00
				(AW)	\$84.00
				(AX)	\$425.00
			(AY) Cmt: Four-person crew, including crew lead.	(AY)	\$600.00
				(AZ)	\$100.00
				(BA)	\$120.00
			(BB) Cmt: Price per hour per employee.	(BB)	\$75.00
18	1	Ea.	Prescribed Fire Burn plan preparation – cost per hour		
				(AJ)	\$125.00
				(AM)	\$90.00
				(AP)	\$150.00
				(AQ)	\$184.00
				(AV)	\$400.00
				(AY)	\$120.00
				(AZ)	\$120.00
				(BA)	\$120.00
				(BB)	\$300.00
19	1	Ea.	Pile Burning – cost per hour		
				(AJ)	\$350.00
				(AM)	\$65.00
				(AV)	\$900.00
				(AW)	\$99.00
				(AY)	\$1,750.00
				(AZ)	\$115.00
				(BA)	\$120.00
			(BB) Cmt: Price per hour per employee.	(BB)	\$75.00
20	1	Ea.	Holding Boss – cost per day		
				(AJ)	\$750.00
				(AM)	\$1,050.00
				(AV)	\$600.00
				(AY)	\$2,200.00
				(AZ)	\$1,500.00
				(BA)	\$1,500.00
				(BB)	\$1,200.00
21	1	Ea.	Ignition specialist – cost per day		
				(AJ)	\$750.00

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Item	Approx. Qty.	UOM	Article and Description Vendors will serve Zones as indicated on pages 6 – 11.	Unit Price Per Vendor	
				(AM)	\$1,000.00
				(AV)	\$600.00
				(AY)	\$2,200.00
				(AZ)	\$1,500.00
				(BA)	\$1,500.00
				(BB)	\$1,200.00
22	1	Ea.	Prescribed Fire Burn Boss – cost per day		
				(AJ)	\$750.00
				(AM)	\$1,975.00
				(AP)	\$2,000.00
				(AV)	\$750.00
				(AY)	\$3,000.00
				(AZ)	\$2,500.00
				(BA)	\$2,500.00
				(BB)	\$1,300.00

*** 22 Items Total ***

Certificate Of Completion

Envelope Id: 57F2BC7B1F904AF09AD7DD1445243C21

Status: Completed

Subject: GSD/SPD Procurement#: 20-00000-22-00039 Vegetation Management Services

Source Envelope:

Document Pages: 34

Signatures: 1

Certificate Pages: 5

Initials: 2

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Envelope Originator:

Kimberly A Hunt-Brown

13 Bataan Blvd

Santa Fe, NM 87508

Kimberly.Hunt-Brown@state.nm.us

IP Address: 164.64.63.2

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Signer Events**Signature****Timestamp**

Travis Dutton- Leyda

Travis.Dutton-Leyda@state.nm.us

IT & Construction Bureau Chief

New Mexico General Services, State Purchasing

Division

Security Level: Email, Account Authentication
(None)

Sent: 6/1/2022 11:41:07 AM

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Signature Adoption: Pre-selected Style

Signed by link sent to

Travis.Dutton-Leyda@state.nm.us

Using IP Address: 174.56.32.185

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Kimberly A Hunt-Brown

kimberly.hunt-brown@state.nm.us

New Mexico General Services

Security Level: Email, Account Authentication
(None)

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Signed: 6/1/2022 11:56:13 AM

Signature Adoption: Pre-selected Style

Signed by link sent to

kimberly.hunt-brown@state.nm.us

Using IP Address: 96.19.48.96

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Valerie Paulk

valerie.paulk@state.nm.us

Signed of Behalf of State Purchasing Agent

New Mexico General Services

Security Level: Email, Account Authentication
(None)

Sent: 6/1/2022 11:56:16 AM

Viewed: 6/1/2022 11:56:55 AM

Signed: 6/1/2022 11:57:56 AM

Signature Adoption: Pre-selected Style

Signed by link sent to valerie.paulk@state.nm.us

Using IP Address: 174.205.174.120

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Electronic Record and Signature Disclosure:

Accepted: 5/29/2020 9:40:59 AM

ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp**

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/1/2022 11:41:07 AM
Certified Delivered	Security Checked	6/1/2022 11:56:55 AM
Signing Complete	Security Checked	6/1/2022 11:57:56 AM
Completed	Security Checked	6/1/2022 11:57:56 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

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<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

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