

Cimarron Watershed Alliance, Inc.

Request For Proposals

Contracted Forestry Services for Fuels Reduction and Forest Restoration

-on the-

Colfax Collaborative Wildland Urban Interface Project

-and-

Angel Fire Community Protection Project



RFP#: CWA-2024-02

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Section 1: Introduction

A. Purpose of this Request for Proposals

The purpose of the Request for Proposals (RFP) procurement is to solicit sealed proposals from qualified entities to establish Contracts through competitive negotiations for the procurement of forestry services to implement fuels reduction and forest restoration work on privately owned lands under the Colfax Collaborative Wildland Urban Interface Project (“CCWUI Project”) and the Angel Fire Community Protection Project (“Angel Fire Project”).

The Cimarron Watershed Alliance, Inc. (“CWA”), a Colfax County, New Mexico based 501(c)(3) Nonprofit Corporation, intends to enter into multiple Contracting Agreements with Successful Offerors as a result of this RFP. The CWA will issue separate Agreements to Contractors under each Project. Any Agreements issued as a result of this RFP will be awarded through December 31, 2026.

In general, forestry services to be procured and contracted as a result of this RFP procurement include fuels reduction and forest restoration work. This includes work such as implementing defensible space, fuels reduction, fuel breaks, forest thinning, site cleanup and rehabilitation, and other supporting activities.

Work implemented by contractors will utilize hand crews, light equipment, and heavy equipment. The type of work and locations where it will be implemented will be determined by the CWA, the individual Landowners, and site conditions. Contractors do not necessarily need to provide all the listed services under these Projects but rather should propose to provide whatever forestry services their organization is best suited to provide.

B. Background Information

On March 20, 2023, the USDA Forest Service announced that the Cimarron Watershed Alliance, Inc. (“CWA”), was awarded \$8,048,150 under the USDA Forest Service, State and Private Forestry, Fiscal Year 2022 Community Wildfire Defense Grant (“CWDG”) Program for the Colfax Collaborative Wildland Urban Interface Project (“CCWUI Project”).

On May 14, 2024, the USDA Forest Service announced that the CWA was awarded \$10,000,000 under the USDA Forest Service, State and Private Forestry, Fiscal Year 2023 CWDG Program for the Angel Fire Community Protection Project (“Angel Fire Project”).

Funding for the both Projects is federal USDA Forest Service funds that is being administered by the State of New Mexico Energy, Minerals and Natural Resources Department (“EMNRD”) Forestry Division. Accordingly, the CWA, Successful Offerors, Landowners, and the Projects are bound by and fall under the guidelines, rules, and regulations of [2 CFR 200](#), the USDA Forest Service, and the State of New Mexico EMNRD Forestry Division.

The CWA entered into an agreement with EMNRD on November 14, 2023, to implement the CCWUI Project. The CCWUI Project will last five (5) years, ending on or around November 14, 2028.

An agreement between EMNRD and the CWA to implement the Angel Fire Project is pending; the CWA anticipates that agreement will be executed in the Fall of 2024. The Angel Fire Project will also last five (5) years, tentatively ending in the Fall of 2029.

Both Projects require implementation of a significant amount of on-the-ground fuels reduction and forest restoration work. The CWA, the Awardee and Project Manager for both Projects, cannot implement these Projects alone and requires the services of forestry contractors to perform implementation work on both Projects.

C. Scope of Procurement

1. Contract Information

Successful Offerors (i.e., Contractors, Procured Contractors) shall support the CWA in implementing the Scope of Work as listed in Section 2 and in the Appendix G Contract Template for the CCWUI and Angel Fire Projects.

Due to the large size, scale, and scope of the Projects, it is unreasonable and undesirable for one single Contractor to support the CWA in implementing the Scope of Work for one or both of these Projects. Due to the high variability in forest type, forest density, slope, terrain, site conditions, and implementation methods within the Project Areas, requesting Bids or Proposals based on a cost per acre or any other method besides Time and Materials (“T&M”) would be extremely difficult and complicated.

Therefore, the CWA intends to issue multiple Not to Exceed (“NTE”) Time and Materials (“T&M”) Contract awards for the implementation of contracted forestry services on these Projects to Successful Offerors as a result of this RFP. Resultant contracts issued through this RFP will be awarded through December 31, 2026. Contracted work for forestry services on these Projects for subsequent years beyond 2026 will be procured through future RFPs. Contract renewals or extensions will not be available for awards issued under this procurement.

This procurement will result in Contracting Agreements between the CWA and Successful Offerors; this procurement and any resultant Contracts may only be used by the two parties exclusively. The CWA will issue separate Agreements to Contractors for work to be completed under each Project, and the relevant Scope of Work for each Project will be included in each Successful Offeror’s Contract with the CWA.

Given that work on both Projects will continue beyond the end of 2026, the CWA also intends to procure contracted work on these Projects for 2025, 2026, and beyond through future RFPs. The CWA intends to release these future RFPs beginning in January of 2025, and continuing annually each year thereafter until the Projects are completed. The CWA intends to award contracts issued under future RFPs for a period of three (3) consecutive calendar years. Rates and Rate Schedules requested under future RFPs will be requested for the current and the next two calendar years.

Successful Offerors under this Procurement may elect to submit Proposals to future RFPs for these Projects. If awarded a Contract for one or both of these Projects under a future RFP, a Contractor’s submitted Rate Schedule under the new Contract will apply to work performed under the new Contract.

Contracts issued for the CCWUI Project may total up to six million dollars (\$6,000,000) or more. Contracts issued for the Angel Fire Project may total nearly eight million dollars (\$8,000,000) or more. Some of this funding will be awarded under this RFP, and the remaining funding will be awarded under future RFPs.

Depending upon the amount and value of Merchantable Timber that is removed and sold from the Project Area, additional funds may be added to the Project budgets from generated Program Income.

Once the Contracting Agreement is executed (i.e., all final signatures on the Agreement), the CWA will deliver a copy of the fully executed Agreement to the Contractor.

2. Notice to Proceed

Execution of a Contracting Agreement between the CWA and a Successful Offeror does not guarantee approval of the award. Final approval of awards lies with the State of New Mexico EMNRD Forestry Division. Once the CWA has received consent from EMNRD Forestry Division to subcontract with a Successful Offeror, the CWA will issue a Notice to Proceed to the Contractor. Contractors should not begin incurring costs until they receive a Notice to Proceed from the CWA.

3. Task Orders

Execution of a Contracting Agreement between a Contractor and the CWA and issuance of a Notice to Proceed under the CCWUI or Angel Fire Projects does not guarantee assignment of work. Work to be performed by Contractors under executed Agreements on these Projects will be assigned by issuing a Task Order to the Contractor. Task Orders will also include a Not to Exceed (NTE) dollar amount. Task Orders will detail and document the work to be performed by the Contractor on one or more Landowner's private properties within the relevant Project Area.

See Section 2.E and the Appendix G Contract Template for more information on Task Orders.

4. Procured Services

In general, forestry services to be procured and contracted as a result of this RFP include fuels reduction and forest restoration work. This includes work such as implementing defensible space, fuels reduction, fuel breaks, forest thinning, site cleanup and rehabilitation, and other supporting activities.

Work implemented by contractors will typically utilize hand crews, light equipment, and heavy equipment. The type of work and locations where it will be implemented will be determined by the CWA, the individual Landowners, and site conditions. Contractors do not necessarily need to provide all forestry services listed in this RFP but should rather propose to provide whatever forestry services their organization is best suited to provide.

5. Eligible Offerors

Per Section 7.D.2 of this procurement, this RFP is directed to individuals and organizations who meet certain criteria. To be considered an Eligible Offeror, Offerors must meet these minimum requirements. Proposals from Offerors not meeting the following criteria will be deemed non-responsive. Non-responsive Offers will be disqualified and eliminated from further consideration:

- a. Registered with the United States Internal Revenue Service (IRS) and possess a Federal Taxpayer Identification Number (Federal Employer Identification Number or Social Security Number);
- b. Registered to do business in the State of New Mexico (NM), possess a State of NM Business Tax Identification Number, and be in good standing with the State of NM;
- c. Possess a Unique Entity Identification (UEI) from SAM.gov and are actively registered and in good standing with SAM.gov;
- d. Offerors, proposed subcontractors, and their Key Personnel must not be listed on the governmentwide exclusions list at SAM.gov;
- e. The Offeror or one of the Offeror's Key Personnel must have at least three (3) years of experience implementing forestry projects of similar nature to that detailed in the Scope of Work contained in this RFP.

6. Additional Information

More information regarding the Scope of Work and the forestry services being procured for the Projects under this RFP can be found in Section 2: Scope of Work.

More details regarding notable contract information, terms, and conditions that apply to this procurement and to the CWA's Contracting Agreements with Successful Offerors can be found in Section 6 and in Appendix G: Contract Template.

The conditions governing this procurement can be found in Section 7.

Maps of the Project Areas can be found in Appendix D: CCWUI and Angel Fire Project Areas Map.

D. Pre-Proposal Conferences

The CWA will conduct an optional Pre-Proposal Conference as indicated in Sections 7.A and 7.B beginning at **1:00 pm MDT on Monday, August 19, 2024**. The Pre-Proposal Conference will be hybrid, i.e., in-person with a virtual option. Attendance at the Pre-Proposal Conference is highly recommended but is not a prerequisite for submission of a Proposal.

The in-person portion of the Pre-Proposal Conference will be held the **Eagle Nest Community Center** located at **151 Willow Creek Dr, Eagle Nest, NM 87718**.

Potential Offerors may also join the hybrid Pre-Proposal Conference virtually over **Zoom** by logging in using the following information:

<https://us06web.zoom.us/j/84091437642?pwd=jcCngTfPbwNCwTx7HmBj7mS36JqxaM.1>

Meeting ID: 840 9143 7642

Passcode: 656494

Join Zoom Meeting via telephone: • +1 720 707 2699 US (Denver)
Meeting ID: 840 9143 7642
Passcode: 656494

See Section 7.B.3 for more information on how to attend the pre-proposal conference.

E. Written Questions

Potential Offerors may submit written questions to the Procurement Manager (see Section 1.G) as to the intent or clarity of this RFP until **Thursday, August 22, 2024, at 3:00 pm MDT** as indicated in Section 7.A, Sequence of Events. Questions may be submitted during the pre-proposal conference and/or via email to CWA's cimarronwater@gmail.com account. Questions should be clearly labeled and should cite the Section(s) and page number(s) in the RFP which form the basis of the question.

Written responses to the written questions will be provided via email, on or before **Monday, August 26, 2024**, as indicated in Section 7.A, Sequence of Events, to all Potential Offerors who timely submitted an Acknowledgement of Receipt Form (see Section 7.B.2 and Appendix A). The Questions and Answers will also be posted to the CWA's website at: www.cimarronwater.org.

F. Proposal Format, Submission, Content, and Evaluation

Offeror's completed Proposals must be submitted electronically via electronic mail (email) or by hand delivery of a single hard copy by **3:00 pm Mountain Daylight Time ("MDT") on Monday, September 9, 2024**, per the terms and conditions specified in this RFP.

Refer to Section 3 for instructions on Proposal Format and Submission.

Section 4 and the Appendix B Proposal Form list the Proposal Contents and Evaluation Factors required to respond to this RFP. When responding to this RFP, Proposals from Potential Offerors must be submitted by completing and submitting the Proposal Form provided in Appendix B (Evaluation Factors A through F). The Appendix B Proposal Form must be completed by typing electronically or by handwriting with pen or pencil. Illegible or incoherent Offers may be deemed non-responsive. Proposals that utilize a format or layout that differs from the Appendix B Proposal Form will be deemed non-responsive.

Information on Proposal Content and Evaluation can be found in Section 4 and the Appendix B Proposal Form. Information on the Evaluation Process can be found in Section 5. Additional relevant information can be found in Section 7.

G. Procurement Manager

The CWA has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Rick Smith, Procurement Manager
Address: PO Box 626, Cimarron, NM 87714
Phone: 662-312-1678
Email: cimarronwater@gmail.com

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact only the Procurement Manager regarding this procurement. Other CWA representatives, Evaluation Committee members, EMNRD staff, or USDA Forest Service staff do not have the authority to respond on behalf of the CWA.

H. Protests

Any protests of the solicitation or award must be timely submitted and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. Only protests delivered directly to the Protest Manager 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 Mountain Daylight Time (MDT) on the 15th day. Protests must be written and must include the name and address of the protestor and the Request for Proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. Protests received after the deadline will not be accepted. The protest must be directed to the Procurement Manager via electronic mail at cimarronwater@gmail.com.

Section 2: Scope of Work

Successful Offerors (i.e., Contractors, Procured Contractors) shall support the Cimarron Watershed Alliance, Inc. (CWA) in implementing the following Scope of Work for the CCWUI and Angel Fire Projects. The CWA and its Contractors shall commit to executing all work and tasks to a professional standard, ensuring work is completed with care, skill, and diligence reflective of industry norms. This includes adhering to or surpassing the New Mexico EMNRD Forestry Division's Forest Practices Guidelines in NMAC 19.20.4. Contractors shall guarantee they are fully equipped, qualified, and unencumbered by external obligations that could hinder fulfilling their Agreements and the Scope of Work under these Projects.

The relevant portions of the Scope of Work contained below are also included in the Contract Template located in Appendix G. The CWA will issue a separate Agreement to each individual Contractor for work to be completed under each Project, and the relevant Scope of Work for each Project will be included in each Contractor's Agreement with the CWA.

It is not expected by the CWA that Contractors will have sole responsibility for meeting the stated Scope of Work. The CWA, Landowners, and Contractors will work together collaboratively to use effective and efficient approaches in meeting the Scope of Work.

As the Awardee and Project Manager for the Projects, the CWA will act as the liaison between Contractors and Landowners. The CWA shall have the final say in all decisions on the Projects.

See Section 4, Section 6, Section 7, the Appendix B Proposal Form, and the Contract Template in Appendix G for more information on notable Terms and Conditions that apply to this procurement and to the CWA's contracts with Successful Offerors that is pertinent to the submission of Potential Offerors' Proposals.

A. Location and Duration of Projects

Both Projects are located on private lands in Southwest Colfax County, New Mexico, near the communities of Eagle Nest, Angel Fire, and Black Lake. Work will be implemented in these areas on private properties ranging in size from less than an acre to several hundred acres.

A Map of the Project Areas can be found in Appendix D. Potential Offerors are encouraged to utilize physical and digital maps, GIS, remote sensing, field visits, knowledge of the Project Areas, and other resources at their disposal to assess the Project Areas while developing their Proposals.

1. CCWUI Project

The CCWUI Project is located on privately owned lands within the following nine unincorporated communities located in southwest Colfax County, New Mexico: Black Lake, Black Lake East, Elk Ridge, Hidden Lake, Idlewild, Lakeview Pines, Taos Pines, Ute Park, and Val Verde. Many smaller communities and subdivisions lie under the umbrella of these larger communities. The estimated total treatment area is 2,606 acres on roughly 532 properties. The Project will last five (5) years, ending on or around November 14, 2028.

2. Angel Fire Project

Over five years, the Angel Fire Project will implement 2,822 acres of high priority fuels reduction and forest restoration work on private lands in and around the community of Angel Fire, New Mexico.

An agreement between EMNRD and the CWA to implement the Angel Fire Project is pending; the CWA anticipates that agreement will be executed in the Fall of 2024. The Angel Fire Project will also last five (5) years, tentatively ending in the Fall of 2029.

B. Forests and Terrain

Forests within both Project Areas are southwestern pinon-juniper, ponderosa pine, dry and wet mixed conifer, and spruce-fir fire adapted ecosystems. Ponderosa pine, dry mixed conifer, and wet mixed conifer comprise the majority of the acreage within the Project Areas. Elevations range from 7,000 to 11,000 feet.

A century of fire exclusion and a lack of forest and fuels treatments have led to these forests becoming very dense, unhealthy, and highly susceptible to high-severity wildfires. Excessive stand densities, dead and down fuels and fuel loadings, understory and ladder fuels, small diameter trees, and fire susceptible shade tolerant trees are common in the forests within the Project Areas.

The terrain within both Projects varies considerably. Slopes vary from flat to 70%. A few areas are quite rocky (too rocky for equipment access), but most areas are not overly rocky and are accessible with the right equipment and/or crews. Most moderate and steep slopes are also accessible with the right equipment and/or crews. Implementation work may not be feasible in steep or rocky areas; these determinations will be made based on site conditions by the CWA with the input of Landowners and Contractors.

C. Project Goals and Objectives

The Goals and Objectives of both Projects are to:

1. Create defensible space near structures and values at risk, thin forests, and reduce fuel loadings to reduce wildfire risk in the wildland urban interface, communities, and the overall landscape within the Project Area; and
2. Thin forests and reduce fuel loadings to improve forest health, create more resilient forests and watersheds, restore natural forest conditions, and promote wildlife habitat and biodiversity.

1. CCWUI Project

Work completed under the CCWUI Project must be implemented according to the Project Goals and Objectives listed above and the Project's Defensible Space Guidelines and Forest Thinning Guidelines shown in Appendix F.

2. Angel Fire Project

Work completed under the Angel Fire Project will be implemented according to the Goals and Objectives listed above as well as the Project's Defensible Space and Forest Thinning Guidelines. While Guidelines have not yet been approved for the Angel Fire Project, they will be very similar to those of the CCWUI Project.

D. Types of Work and Methods

In general, forestry services to be procured and contracted as a result of this RFP procurement include fuels reduction and forest restoration work. This includes work such as implementing defensible space, fuels reduction, fuel breaks, forest thinning, site cleanup and rehabilitation, and other supporting activities.

Work implemented by contractors will typically utilize hand crews, light equipment, and heavy equipment. The type of work and locations where it will be implemented will be determined by the CWA, the individual Landowners, and site conditions. Contractors do not necessarily need to provide all forestry services listed in this RFP but should rather propose to provide whatever forestry services their organization is best suited to provide.

Landowners may elect to keep wood fiber produced by Project work on their property. Contractors may be required to block logs into firewood length rounds and stack rounds in designated locations, but Contractors will not be required to split rounds into firewood.

All other wood fiber material (trees, logs, brush, and slash), dead and down fuels, and other unwanted debris that is not kept by a Landowner will be treated by: cutting/harvesting, handling, loading, & hauling off in trucks or trailers; mulching (chipping or masticating) and broadcasting onsite or hauling away; hand or machine piling onsite for pile burning at a later date; or other related methods.

Stumps should be cut as low as reasonably possible. Stump height of cut trees and brush as measured from the uphill side of the stump is not to exceed: a) six inches (6") in height within the Home Ignition Zone and for hand work; and b) twelve inches (12") in height for heavy equipment work.

Equipment work will be performed when the ground is reasonably dry or frozen. Unless otherwise specified, the maximum rutting allowable by equipment is four inches (4") over 150 continuous feet. Maximum chip depth from onsite mulching will be six inches (6") unless otherwise specified.

Existing private roads within the Project Areas may be used by the CWA and Contractors for access. New roads or unnecessary upgrades will not be implemented. Road maintenance or repairs due to Project operations will be undertaken as needed, and Contractors will be reimbursed for performing such work.

At present, it is difficult to determine what percentages of hand crew, light equipment, and heavy equipment work will occur on these Projects. While the CWA intends to utilize heavy equipment in areas without homes as much as possible to increase production rates and reduce costs, the CWA anticipates a somewhat balanced distribution of implementation work by hand crews, light equipment, and heavy equipment.

Work implemented on these Projects will not include hazard tree removal or stump removal/grinding. This includes any trees that would require the use of tree climbing personnel or arborists, bucket truck(s), and/or crane(s) for removal.

1. Hand Crew and Light Equipment Work

Some contracted forestry services will be small scale forestry work that occurs near homes, structures, infrastructure, and other values at risk. This work includes defensible space, fuels reduction, forest thinning, hand piling, site cleanup and rehabilitation, and related support work and will generally be implemented by hand crews that are supported by light equipment where possible. Pile burning may also be included.

Some hand crew work such as hand thinning, lop and scatter, hand piling, and pile burning may occasionally occur away from homes and structures in a larger scale and/or forest setting. These types of hand crew work will occur less frequently and will typically occur in locations that a) have poor to no access for heavy equipment such as steep slopes, rocky areas, or aspen stands; or b) are areas where these treatments are more appropriate and/or cost effective than utilizing heavy equipment.

Hand crew work is typically implemented by personnel equipped with chainsaws and the necessary Personal Protection Equipment (PPE) to perform the assigned forestry work.

Light equipment work will typically be implemented by equipment such as:

- Skid Steers
- Mini (Compact) & Small Excavators
- Hand Fed Chippers
- Small Masticators
- Light Trucks and Trailers
- Small and Medium Sized Dump Trucks
- Small Yarders
- Firewood Processors

2. Heavy Equipment Work

Other contracted services will be larger scale forestry work implemented with heavy equipment that occurs a safe distance away from homes, structures, infrastructure, and other values at risk. This includes implementing fuels reduction, fuel breaks, forest thinning, and related support work through: logging/timber harvesting; mastication; grinding; machine piling; handling, loading, hauling/trucking, and disposing of wood fiber; cleanup and rehabilitation of treated areas, skid trails, landings, etc.; road maintenance and repairs; and other supporting activities that utilize heavy equipment.

Heavy equipment work will typically be implemented by equipment such as:

- Feller Bunchers
- Processors
- Skidders
- Harvesters
- Forwarders
- Delimbers
- Yarders
- Log Loaders
- Masticators
- Large Chippers
- Horizontal Grinders
- Tub Grinders
- Log Trucks
- Dump Trucks
- Semi-Trucks with Trailers
- Semi-Trucks with Low Boy Transport Trailers
- Semi-Trucks with Side or End Dump Trailers
- Dozers

- Medium (Mid-Size) & Large Excavators
- Graders
- Backhoes
- Wheeled Loaders

Logging / Timber Harvesting work may include the following logging methods:

- Cut, Skid, and Deck operations (i.e., traditional or tractor-based operations utilizing Feller Bunchers, Processors, and Skidders);
- Harvester and Forwarder operations (i.e., Cut-To-Length, Nordic, or In the Woods Processing); and possibly
- Yarder operations (i.e., cable or skyline logging).

Logging / Timber Harvesting work will generally include the following activities:

- Cutting / harvesting trees;
- Forwarding / skidding / yarding trees or logs;
- Processing;
- Sorting and decking;
- Slash management;
- Site cleanup & rehabilitation; and
- Road maintenance and repairs.

Mastication work may be implemented by rubber-tired or tracked equipment with horizontal shaft drum style mulching heads or vertical shaft deck style mulching heads. Masticators may or may not have leveling cabs. Masticators with vertical shaft **disc style** mulching heads will not be allowed on the Projects under any circumstances due to safety reasons.

Landowners will authorize in writing the use of heavy equipment on their property and will indicate in writing areas where heavy equipment use is not authorized.

3. Wood Fiber Removal

Landowners will retain the rights to any wood fiber produced by the Projects but may donate unwanted wood fiber to the CWA. Ownership of donated Wood Fiber will remain with Landowners or the CWA. The CWA may sell donated wood fiber to support Project costs, adhering to relevant state and federal regulations. To ensure compliance with grant funded Project requirements, any income generated (Program Income) from selling Wood Fiber shall not profit the Landowner, their Agent, the CWA, or the CWA's Contractors.

Implementation of forestry work on these Projects will result in the removal of fuels and wood fiber that may or may not have a market value. Wood fiber that is removed from the Project Area by heavy equipment may qualify as merchantable timber (saw logs), post & pole, grinder wood, or firewood quality logs. When Contractors utilize heavy equipment to harvest, skid/forward, process, sort, and deck logs that will be hauled/trucked to log buyers, Contractors will be required to process, sort, and deck the logs according to cutting specifications established by the buyers. Cutting specifications will be provided to Contractors by the CWA. Contractors will typically be required to label log decks for the buyer they are sorted for. The majority of the logs removed by heavy equipment will be hauled by Contractors utilizing log trucks. Decked logs will typically be loaded by Contractors onto log trucks by log loaders or self-loading log trucks. Log buyers will generally be located in northeast New Mexico or southern Colorado.

Wood fiber (trees, logs, brush, slash, dead and down fuels, and other unwanted debris) that is removed by hand crews and light equipment will not typically have a market value and will not typically be processed according to the cutting specifications of one of the CWA's log buyers. Hand crews and light equipment will typically be free to cut and process wood fiber into whatever sizes and lengths allows them to handle, load, haul, and offload the material most effectively and efficiently.

Contractors will be reimbursed for handling, loading, and disposing of fuels and wood fiber that is treated onsite, piled or decked onsite, or removed from the property being treated to a disposal site located within or near the Project Area. Contractors will also be reimbursed for hauling/trucking wood fiber to log buyers or wood fiber donation recipients. The CWA and Landowners will support and collaborate with Contractor and log buyers ensure efficient and effective removal of decked saw logs and firewood material.

4. Project Management and Administrative Services

Contractors will also be responsible for providing project management and administrative services in support of this project. This includes managing personnel and crews in the field, managing work flow and progress on Task Orders, logistics and communications with log buyers, progress tracking, record keeping, invoicing, and other administrative tasks. This can also include GPS mapping and GIS reporting & tracking of work completed if the Contractor has those capabilities. See Section 6 for more information on invoicing and administrative terms and conditions that apply to Contractors under these Projects.

E. Task Orders, Practice Plans, & Assignment of Work to Contractors

Execution of a Contracting Agreement between a Contractor and the CWA under the CCWUI or Angel Fire Projects does not guarantee assignment of work. Work to be performed by Contractors under executed Agreements on these Projects will be assigned by issuing a Task Order to the Contractor. Task Orders will also include a Not to Exceed (NTE) dollar amount.

Task Orders will detail and document the work to be performed by the Contractor on one or more Landowner's private properties within the relevant Project Area. When multiple properties are included in a Task Order, the properties will generally be near or adjacent to one another.

The work to be completed on each individual Landowner's private property will be detailed and documented in a Practice Plan, agreed to by the CWA and the Landowner. Practice Plans will outline treatments to be applied, methods to be used, and areas to be treated. Practice Plans will typically include the following information:

- Property Details and Assessment: Details and an assessment of the property.
- Treatment Plan: Specifies what work will be done, including the types, sizes, and species of vegetation to be managed. It also outlines the methods and equipment to be used.
- Tree Marking Guidelines: Where necessary, "CUT TREES" to be removed or "LEAVE TREES" to be preserved will be individually marked with ORANGE and BLUE paint or flagging respectively.

Practice Plans are developed during a site visit between the Landowner (or their Agent) and a trained CWA Representative and are tailored to site conditions and Landowner preferences.

Task Orders will be accompanied by the Practice Plans for each individual Landowner's private property included under the Task Order. Task Orders may also include one or more Summaries of the Practice Plans for multiple properties when said properties have similar Practice Plans.

Task Orders will also contain a listing of the Names of the Landowners' private properties that are included under the Task Order, their location (physical address, community, lot number if applicable, and Latitude & Longitude), and approximate acreages if necessary. As needed, Task Orders may contain printed maps of the properties and areas to be treated. Digital maps of the treatment areas, such as georeferenced PDF maps for Avenza, can be provided with Task Orders as needed.

The locations of treatment areas, property boundaries, utilities (including buried utilities), and other pertinent on-the-ground locations will be marked as needed in the field by the CWA or the Landowners, will be documented in the Practice Plans and Task Orders, and will be communicated to the Contractor. The CWA and a Contractor may conduct a site visit of the treatment area to be included under a Task Order during the process of developing and assigning a Task Order to the Contractor.

Contractors will be selected for work on individual Task Orders and Task Orders will be issued through the following selection method:

1. Suitability of services to perform the work required under a Task Order;
2. Ability to perform the work within the required timeframe;
3. Past performance working for the CWA;
4. Ranking of their most recent Proposal relative to other Contractors under the Project's RFP(s) (i.e., Contractors with higher ranking Proposal scores will be contacted first)

The CWA will do our best to issue Task Orders that maximize the individual Contractor's efficient mobilization and travel time from their base of operations based on the services the Contractor will be providing. (i.e., The CWA will do our best to issue Task Orders that will require one or more consecutive days, weeks, or months of work for the Contractor to complete based on the services (crew size, numbers and types of equipment, etc.) that the Contractor will be providing so that the Contractor can mobilize and travel efficiently.)

See Section 6.D and the Appendix G Contract Template for more information on Task Orders.

F. Access

The CWA will obtain written permission to access and work on Landowner's private properties that are participating in the Projects. Landowners will provide access details, including any codes or keys needed for entry. Landowners will ensure the CWA can use their property for necessary work stages, with specific access routes detailed as needed in the Practice Plans.

G. Equipment and Wood Fiber Removal

Except for decked saw logs, slash piles, and treated wood fiber intended to remain onsite, all equipment will be removed from the property within 30 days after work completion, weather permitting. Decked wood fiber and saw logs will be removed within 60 days, weather permitting. Slash piles will be burned by the CWA and its Contractors during the winter once cured when conditions are safe for burning.

Section 3: Proposal Format and Submission

A. Number of Responses

Offerors shall submit only one Proposal in response to this RFP.

B. Proposal Format

The Appendix B Proposal Form must be completed on 8 1/2" by 11" paper by typing electronically or by handwriting with pen or pencil. Illegible or incoherent Offers may be deemed non-responsive. Proposals that utilize a format or layout that differs from the Appendix B Proposal Form will be deemed non-responsive.

Handwritten responses must fit in the space provided under each Evaluation Factor in the Appendix B Proposal Form contained in the Adobe Portable Document Format ("PDF") document version of this RFP. Handwritten responses that exceed the space provided may be deemed non-responsive.

Electronically completed responses must be completed in 11- or 12-point font and must not exceed the length specified for each Evaluation Factor. Electronically completed responses that exceed the length specified may be deemed non-responsive. A Microsoft Word version of the Appendix B Proposal Form has been distributed to Potential Offerors via email along with the PDF version of this RFP. The Microsoft Word version of the Proposal Form is also available on the CWA's website at www.cimarronwater.org and by emailing a request to the CWA's email account at cimarronwater@gmail.com.

C. Proposal Submission

Offeror's completed Proposals must be submitted either electronically via electronic mail (email) or by hand delivery of a single hard copy by **3:00 pm MDT on Monday, September 9, 2024.**

1. Electronic Submission

Electronically submitted Proposals (i.e., the Appendix B Proposal Form) must be submitted as one (1) single PDF document in one (1) single email submission to CWA's cimarronwater@gmail.com email account per the terms and conditions as specified in this RFP by **3:00 pm MDT on Monday, September 9, 2024**. The email subject line should state "Proposal, RFP#: CWA-2024-02, from [insert Offeror's entity name]". The date and time of receipt will be recorded for each Proposal. Such electronic submissions will be considered sealed in accordance with statute. Offerors will receive an email response confirming receipt of their Proposal and indicating whether or not their Proposal was successfully submitted and received on time. No late Proposals will be accepted. Any Proposal received after the date and time specified will be deemed non-responsive. Non-responsive Proposals will be disqualified and eliminated from further consideration.

2. Hand Delivered Hard Copy Submission

Hand delivered hard copy Proposals must be submitted in person during regular business hours at the **Municipal Offices of the Village of Angel Fire, located at 3388 Mountain View Blvd., Angel Fire, NM 87710 by 3:00 pm MDT on Monday, September 9, 2024.** Regular business hours are Monday through Friday, 8:00 am to 5:00 pm, with the exception of holidays. One (1) single hard copy of the Offeror's

Proposal should be submitted in a large envelope and sealed. Such submissions will be considered sealed in accordance with statute. The outside of the envelope should be labeled "Proposal, RFP#: CWA-2024-02" with the Offeror's entity name also listed on the outside. A CWA Representative will record the date and time of receipt of each Proposal on the outside of the envelope and sign the outside of the envelope. Offerors will complete and sign a Proposal Receipt Log confirming the date and time their Proposal was submitted. No late Proposals will be accepted. Any Proposal received after the date and time specified will be deemed non-responsive. Non-responsive Proposals will be disqualified and eliminated from further consideration. GPS Coordinates and a Google Maps link to the location are as follows: 36.39476° N, -105.28578° W; <https://maps.app.goo.gl/4rztMG2LBAygmYbSA>

Section 4. Proposal Content and Evaluation

Offeror’s Proposals must contain sufficient information as requested in Section 4 below to provide the CWA with a thorough description of the Offeror’s qualifications to accomplish the activities listed in the Scope of Work.

In order to be an Eligible Offeror under this RFP, Offerors must meet the Eligible Offeror criteria listed in Section 7.D.2. Proposals from Offerors that do not meet these criteria may be deemed non-responsive. Non-responsive Offers will be disqualified and eliminated from further consideration.

When responding to this RFP, Proposals from Potential Offerors must be submitted by completing and submitting the Proposal Form provided in Appendix B (Evaluation Factors A through F).

The Appendix B Proposal Form contains Evaluation Factors A through F; these Evaluation Factors are also listed in Section 6 below. Each Evaluation Factor contains Requested Information, Evaluation Criteria, and Points Available. Offerors must respond to each Evaluation Factor according to the Requested Information. Proposals that do not contain a response to all the requested Evaluation Factors will be deemed non-responsive.

The Offeror’s Responses to each Evaluation Factor will be scored and weighted by the Evaluation Committee based on the Requested Information, Evaluation Criteria, and Points Available. Points for each Evaluation Factor will be totaled for each Proposal, and all responsive Proposals will be ranked according to total score.

The following Table summarizes the Evaluation Factors, Points Available for each Evaluation Factor, and total Points Available to Responsible Offeror’s Proposals submitted under this RFP:

Letter	Evaluation Factors	Points Available
A	Letter of Transmittal	Pass/Fail
B	Campaign Contribution Form	Pass/Fail
C	Qualifications and Experience	20
D	Past Performance	25
E	Personnel, Equipment, & Capabilities	25
F	Cost	30
	Total Points Available:	100

Table 3: Evaluation Points Summary

A. Letter of Transmittal

Requested Information: Offerors must complete and sign the Letter of Transmittal located in the Appendix B Proposal Form. The form must be signed by the person authorized to respond to questions and negotiate on behalf of the Offeror. This individual will serve as the primary point of contact on behalf of the Offeror regarding this procurement.

Evaluation Criteria & Points Available: This Evaluation Factor is Pass or Fail only. No points are assigned. Failure to complete, sign, and submit the Letter of Transmittal properly will result in the Offeror's Proposal being deemed non-responsive. Non-responsive Offers will be disqualified and eliminated from further consideration.

B. Campaign Contribution Disclosure Form

Requested Information: The Offeror must complete, sign, and submit the unaltered Campaign Contribution Disclosure Form provided in the Appendix B Proposal Form. This mandatory requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified officials.

Evaluation Criteria & Points Available: This Evaluation Factor is Pass or Fail only. No points are assigned. Failure to complete, sign, and submit the unaltered Campaign Contribution Disclosure Form will result in the Offeror's Proposal being deemed non-responsive. Non-responsive Offers will be disqualified and eliminated from further consideration.

C. Qualifications and Experience

Requested Information: The Offeror should provide the following information describing the qualifications and experience of their Organization and Key Personnel. The response to this Evaluation Factor should not exceed one (1) page:

- Provide the business name of the Offeror, the Offeror’s federal tax classification type (e.g., individual, sole proprietor, Corporation, Partnership, LLC, Non-Profit Corporation, etc.), base of operations (city/town/village & state), number of years in business providing forestry services, and area of operation.
- Provide a brief history of the organization, the types of forestry services provided by the organization, any industry certifications & awards, a description of the organization’s experience providing services relevant to the CCWUI and Angel Fire Projects, and any other additional information deemed pertinent by the Offeror.
- Also list the business name, business tax classification type, and types of services provided for all proposed subcontractors.
- List Key Personnel from your organization who will be responsible for overseeing and/or performing implementation, project management, and/or administrative work and who will ensure that any assigned work is being fully and satisfactorily executed. Include as many or as few key personnel as applies to your organization. Provide a short biography for all listed key personnel that includes name, job title, education, training, any applicable certifications and licenses, years of experience, years with the organization, relevant work experience, and any other additional information deemed pertinent by the Offeror. This information for proposed subcontractor Key Personnel should also be included.

Evaluation Criteria: Based on the Offeror’s response to Evaluation Factor “C” in the Proposal Form, points will be awarded for:

- Including all items as requested above;
- For adhering to the specified page limit;
- The years, quality, relevancy, breadth, and extent of the Offeror’s and Key Personnel’s qualifications and experience; and
- The relevancy, thoroughness, clarity, and veracity of responses.

Years, quality, relevancy, and breadth of experience will be weighted more heavily than certifications and education.

Points Available: 20 points are available in response to this item.

D. Past Performance

Requested Information: The Offeror must provide the following information describing three (3) projects within the past five (5) years (calendar years 2019 to 2024) that illustrate experience in projects similar to the Scope of Work included in this RFP. Projects may be for public or private sector clients or other contractors. Projects may be completed or ongoing. The response to this Evaluation Factor should not exceed two (2) pages:

- Documentation of the three (3) projects shall include project title and location, client name, client's project manager name (with contact name, job title, phone number, and e-mail address), contract value, project start & end dates, Offeror's Key Personnel assigned to the project, and a Project Narrative describing the project.
- Each Project Narrative should describe:
 - The scope, scale, goals, and timeline of the project;
 - A description of the community/terrain/landscape where the project was located, the personnel & equipment utilized, and the work that was performed;
 - How the past performance is relevant to the Offeror's ability to provide services on the CCWUI and Angel Fire Projects;
 - If the Offeror learned from and improved its services as a result of the experience; and
 - Any other additional information deemed pertinent by the Offeror.
- Offeror is responsible for ensuring that the provided contact information for the client's project manager is current and valid. Inaccurate contact information that hinders verification of past performance may result in a deduction of points.

Evaluation Criteria: Based on the Offeror's response to Evaluation Factor "D" in the Proposal Form, points will be awarded for:

- Including all items as outlined above and for adhering to the specified page limit;
- The relevancy, thoroughness, clarity, veracity, and extent of responses; and
- The ability of the Offeror to describe the projects, explain how their past performance is relevant to their ability to provide services on the CCWUI and Angel Fire Projects, and if the Offeror learned from and improved its services as a result of the experiences.

The Evaluation Committee may contact any or all references for verification of submitted information. Conflicting or negative feedback from one of the clients may result in a deduction of points or rejection of the Offeror's Proposal on grounds of a Non-Responsive Offer. Non-responsive Offers will be disqualified and eliminated from further consideration.

Points Available: 25 points are available in response to this item.

E. Personnel, Equipment, & Capabilities

Requested Information: The Offeror must provide the following information describing the capabilities of their organization and proposed subcontractors. The response to this Evaluation Factor should not exceed one (1) page:

- Overall numbers and types of personnel and equipment within the Offeror’s and subcontractors’ organizations that the Offeror proposes to utilize on the CCWUI and Angel Fire Projects. This includes equipment the Offeror plans to lease or rent. The Offeror should briefly describe the major pieces of equipment the Offeror and their subcontractors propose to utilize on the CCWUI and Angel Fire Projects.
- Types and numbers of personnel and/or equipment that typically mobilize and work together on a given project. This can be for projects both large and small. This includes:
 - Hand crews without equipment support;
 - Light equipment such as skid steers, chippers, and trucks that are supported by hand crews;
 - Heavy equipment such as: logging sides and associated support equipment; masticators; grinders; trucks; and earth moving equipment.
 - The Offeror should also describe the typical methods and work flow processes that these groupings of personnel and/or equipment employ to accomplish forestry work.
- The Offeror’s and subcontractors’ ability to perform the technical, project management, managerial, and administrative functions required by the Scope of Work for the CCWUI and Angel Fire Projects.
- Offeror should describe their capabilities with GIS, GPS/GNSS units, and other office and field based spatial systems for as it pertains to implementing, tracking, and documenting projects in the office and the field.
- Other relevant Offeror and subcontractor resources deemed noteworthy by the Offeror.

Evaluation Criteria: Based on the Offeror’s response to Evaluation Factor “E” in the Proposal Form, points will be awarded for:

- Including all items as outlined above;
- For adhering to the specified page limit;
- The relevancy, thoroughness, clarity, and veracity of responses;
- The clarity and thoroughness of the descriptions of personnel, equipment, implementation methods, and work flow processes;
- The consistency of the Offeror’s response to the Offeror’s submitted Rates Schedule in response to Evaluation Factor “F. Cost”;

Points Available: 25 points are available in response to this item.

F. Cost

Requested Information: The Offeror must complete the Rate Schedules provided in the Appendix B Proposal Form under Evaluation Factor “F. Cost”. The Proposal Form contains Rates Schedules for Equipment, Mobilization, and Personnel. Instructions for completing each Rate Schedule are provided in the Appendix B Proposal Form under Evaluation Factor “F. Cost”. Successful Offerors’ mutually agreed upon Rate Schedule will be added to their Contracting Agreement under the respective Projects.

Offerors should provide the requested details and Hourly Rates for Personnel and Equipment that the Offeror and their Subcontractors propose to utilize on the CCWUI and Angel Fire Project plus Mobilization Rates for Equipment. This includes Equipment that the Offeror currently owns plus Equipment the Offeror plans to rent, lease, or purchase in the future for use on the Projects. Offerors may add extra pages of the Equipment Rate Schedule as needed.

Rates are requested for calendar years 2024 through 2026 and shall be defined and listed as US Dollars. Hourly Rates shall include, as applicable, all associated costs listed in the “Hourly Rate” definition in Section 6.H.3. Submitted rates and Rate Schedules shall be subject to and reimbursed based on the terms and conditions set forth in Section 6 of this RFP, the Contracting Agreement Template in Appendix G, and all other terms and conditions contained within this procurement.

Evaluation Criteria: Based on the Offeror’s response to Evaluation Factor “F” in the Proposal Form, points will be awarded for:

- The ability of the Offeror to correctly complete the submitted Rate Schedules and the allowability of the submitted equipment and rates;
- The relevancy, thoroughness, clarity, and completeness of the Offeror’s submitted Rate Schedule;
- The consistency of the Offeror’s submitted Rate Schedules with the Offeror’s response to Evaluation Factor “E. Personnel, Equipment, & Capabilities”;
- Whether rates are reasonable relative to the CWA’s Fair Market Value estimates for the listed equipment, mobilization, and personnel;
- Whether rates are reasonable relative to the rates submitted by other Offerors for similar equipment, mobilization, and personnel.

Rates for different makes and models of the same or similar types of equipment may be compared and evaluated by dividing the Hourly Rate by the Horsepower Rating.

Points: 30 points are available in response to this item.

Section 5: Evaluation Process

The proposal evaluation process will follow the steps listed below:

- A. After the submittal deadline, the Evaluation Committee will document contents of competitive sealed proposals.
- B. The Evaluation Committee will review proposals from all Offerors for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be disqualified and eliminated from further consideration.
- C. The Procurement Manager may contact Offerors for clarification of responses as specified in Section 7.B.7.
- D. The Evaluation Committee will evaluate responsive proposals and assign points based on the Evaluation Factors listed in Section 4.
- E. The CWA intends to make multiple awards to responsible Offerors whose proposals are most advantageous to the CWA, taking into consideration the Evaluation Factors in Section 4 and the total score relative to other responsive Offerors. Please note that a deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

Section 6: Notable Contract Information, Terms, and Conditions

The following notable information, Terms, and Conditions apply to this procurement and to the CWA's Contracting Agreements with Successful Offerors and is pertinent to the submission of Potential Offerors' Proposals.

The Contract Template in Appendix G contains the full Contract Terms and Conditions pertinent to the Projects. The CWA reserves the right to negotiate provisions in addition to those contained in this RFP with any Offeror. The contents of this RFP, as revised or supplemented, and Successful Offerors' Proposals will be incorporated into and become part of any resultant contract. A Successful Offeror's mutually agreed upon Rate Schedule will be added to their Contracting Agreement with the CWA.

While most advantageous Offerors may, within reason, propose alternate Terms and Conditions to their contracts with the CWA during the contract negotiation process, the Terms and Conditions listed here in Section 6 that are included in the Appendix G Contract Template will not be open to negotiation.

Funding for the CCWUI and Angel Fire Projects is USDA Forest Service funds that is being administered by the State of New Mexico Energy, Minerals and Natural Resources Department (EMNRD) Forestry Division. The CWA entered into an agreement with EMNRD on November 14, 2023, to implement the CCWUI Project. An agreement for the Angel Fire Project is pending and is expected to be executed in the Fall of 2024. Accordingly, the CWA, Successful Offerors, Landowners, and the Projects are bound by and fall under the guidelines, rules, and regulations of [2 CFR 200](#), the USDA Forest Service, and the State of New Mexico Energy, Minerals and Natural Resources Department (EMNRD) Forestry Division.

See Section 7 for more information on conditions governing this Procurement.

A. Contract Award and Duration

Successful Offerors (i.e., Contractors, Procured Contractors) shall support the CWA in implementing the Scope of Work as listed in Section 2 and in the Appendix G Contract Template for the CCWUI and Angel Fire Projects.

Due to the large size, scale, and scope of the Projects, it is unreasonable and undesirable for one single Contractor to support the CWA in implementing the Scope of Work for one or both of these Projects. Due to the high variability in forest type, forest density, slope, terrain, site conditions, and implementation methods within the Project Areas, requesting Proposals based on a cost per acre or any other method besides Time and Materials ("T&M") would be extremely difficult and complicated.

Therefore, the CWA intends to issue multiple Not to Exceed ("NTE") Time and Materials ("T&M") Contract awards for the implementation of contracted forestry services on these Projects to Successful Offerors as a result of this RFP. Resultant contracts issued through this RFP will be awarded through December 31, 2026. Contracted work for forestry services on these Projects for subsequent years

beyond 2026 will be procured through future RFPs. Contract renewals or extensions will not be available for awards issued under this procurement.

This procurement will result in a Contracting Agreement between the CWA and Successful Offerors; this procurement and any resultant Contracts may only be used by the two parties exclusively. The CWA will issue separate Agreements to Contractors for work to be completed under each Project, and the relevant Scope of Work for each Project will be included in each Successful Offeror's Contract with the CWA.

Given that work on both Projects will continue beyond the end of 2026, the CWA also intends to procure contracted work on these Projects for 2025, 2026, and beyond through future RFPs. The CWA intends to release these future RFPs beginning in January of 2025, and continuing annually each year thereafter until the Projects are completed. The CWA intends to award contracts issued under future RFPs for a period of three (3) consecutive calendar years. Rates and Rate Schedules requested under future RFPs will be requested for the current and the next two calendar years.

Successful Offerors under this Procurement may elect to submit Proposals to future RFPs for these Projects. If awarded a Contract for one or both of these Projects under a future RFP, a Contractor's submitted Rate Schedule under the new Contract will apply to work performed under the new Contract.

Contracts issued for the CCWUI Project may total up to six million dollars (\$6,000,000) or more. Contracts issued for the Angel Fire Project may total nearly eight million dollars (\$8,000,000) or more. Some of this funding will be awarded under this RFP, and the remaining funding will be awarded under future RFPs.

Depending upon the amount and value of Merchantable Timber that is removed and sold from the Project Area, additional funds may be added to the Project budgets from generated Program Income.

Once the Contracting Agreement is executed (i.e., all final signatures on the Agreement), the CWA will deliver a copy of the fully executed Agreement to the Contractor.

B. Finalist Letter

The most advantageous Offerors will be notified of their status as a Finalist for award under this Procurement by a Finalist Letter issued via electronic mail ("email"). Finalists will have thirty (30) calendar days to provide the following Agreement related documents to the CWA:

1. A signed Contracting Agreement*
2. The Offeror's Certificates of Insurance showing proof of the coverages listed in Section 6.E and naming the CWA as additional insured
3. The Offeror's Unique Entity Identification (UEI) issued by SAM.gov
4. BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION ("Byrd Certification")*
5. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS ("Responsibility Certification")*
6. The Offeror's correctly completed W-9

*Documents a, d, & e will be provided to the Finalists by the CWA.

If an Offeror cannot provide the above listed documents to the CWA within thirty (30) calendar days of notification as a Finalist, the CWA reserves the right to terminate contract negotiations with the Offeror.

See Section 7 for more information on conditions governing this procurement.

C. Notice to Proceed

Execution of a Contracting Agreement between the CWA and a Successful Offeror does not guarantee approval of the award. Final approval of awards lies with the State of New Mexico EMNRD Forestry Division. Once the CWA has received consent from EMNRD Forestry Division to subcontract with a Successful Offeror, the CWA will issue a Notice to Proceed to the Contractor. Contractors should not begin incurring costs until they receive a Notice to Proceed from the CWA.

D. Task Orders

Execution of a Contracting Agreement between a Contractor and the CWA and issuance of a Notice to Proceed under the CCWUI or Angel Fire Projects does not guarantee assignment of work. Work to be performed by Contractors under executed Agreements on these Projects will be assigned by issuing a Task Order to the Contractor. Task Orders will also include a Not to Exceed (NTE) dollar amount.

Task Orders will detail and document the work to be performed by the Contractor on one or more Landowner's private properties within the relevant Project Area. When multiple properties are included in a Task Order, the properties will generally be near or adjacent to one another.

Contractors will be selected for work on individual Task Orders and Task Orders will be issued through the following selection method:

1. Suitability of services to perform the work required under a Task Order;
2. Ability to perform the work within the required timeframe;
3. Past performance working for the CWA;
4. Ranking of their most recent Proposal relative to other Contractors under the Project's RFP(s) (i.e., Contractors with higher ranking Proposal scores will be contacted first)

The CWA will do our best to issue Task Orders that maximize the individual Contractor's efficient mobilization and travel time from their base of operations based on the services the Contractor will be providing. (i.e, The CWA will do our best to issue Task Orders that will require one or more consecutive days, weeks, or months of work for the Contractor to complete based on the services (crew size, numbers and types of equipment, etc.) that the Contractor will be providing so that the Contractor can mobilize and travel efficiently.)

See Section 2.E and the Appendix G Contract Template for more information on Task Orders.

E. Insurance Requirements

Successful Offerors will be required to have in place the following insurance for the duration of their Agreements under the CCWUI and Angel Fire Projects. Proof of the following coverages is not required in order to submit a Responsive Offer.

Offerors must provide to the CWA, within thirty (30) calendar days of notification as a Finalist, Certificates of Insurance showing proof of the following coverages and naming the CWA as additional insured. Certificates of Insurance must be provided to the CWA before an Agreement is executed between the CWA and an Offeror. If an Offeror cannot provide the requested Certificates within thirty (30) calendar days of notification as a Finalist, the CWA reserves the right to terminate contract negotiations with the Offeror.

If any of the Contractor's policies are terminated, the Contractor must provide to the CWA Certificates of Insurance showing replacement coverage. If the Contractor maintains broader coverage and/or higher limits than the minimums shown below, the CWA shall be entitled to the broader coverage and/or the higher limits maintained by the contractor.

1. **Workers' Compensation** protection that complies with the requirements of the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 et seq., if applicable. Employer's liability: minimum **\$1,000,000**.
2. **Commercial General Liability** protection covering the damages that become due in case of bodily injury, property damage and personal or advertising injury with limits no less than:
 - a. **\$1,000,000** for each occurrence;
 - b. **\$1,000,000** for personal and advertising injury limits.
 - c. **\$2,000,000** for general aggregate;
 - d. **\$2,000,000** for products/completed operations aggregate.
3. **Automobile Liability** protection covering any owned, hired, leased, borrowed, and non-owned autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

It is possible that some individual Landowners may request additional insurance coverage and requirements such as the following: Certificates of Insurance naming the Landowner as additional insured on a Contractor's insurance policy; Certificates of Insurance specifically stating that the coverage provided under the policy is primary over any other valid and collectible insurance and providing a waiver of subrogation; and higher limits than what is listed in this RFP. These and other possible insurance related requests from individual Landowners will be handled on a case-by-case basis. The CWA and the CWA's Contractors reserve the right to decline such requests. Declining a request to satisfy additional insurance requirements for a Landowner will not adversely affect the CWA's decisions to utilize the Contractor's services for other work under these or any other CWA projects.

F. UEI and SAM.gov Verification

Successful Offerors must have a valid Unique Entity Identification (UEI) from SAM.gov and maintain an active registration that is in good standing with SAM.gov for the duration of their Agreements under the

Projects. Failure to do so will result in Contract termination. Awards will not be made to Offerors who do not have a UEI and are not actively registered in SAM.gov and in good standing. Awards or subawards will not be made to parties listed on the governmentwide exclusions list at SAM.gov. Prior to any award, the CWA will independently verify the UEI and SAM.gov registration for an Offeror and verify that the Offeror, their subcontractors, and their Key Personnel are not listed in the governmentwide exclusions list at SAM.gov.

Offerors must provide their UEI to the CWA either in the Letter of Transmittal within their Proposal or through direct communication with the CWA after notification as a Finalist. If an Offeror does not provide their UEI to the CWA within thirty (30) calendar days of notification as a Finalist, the CWA reserves the right to terminate contract negotiations with the Offeror.

G. Retainage and Bonding

There will be no retainage, nor will there will be any Project specific bonding, such as a Performance or Payment Bond, on these Projects.

H. Cost and Rate Schedule Details

Contracts under the CCWUI and Angel Fire Projects will be Not to Exceed (NTE) Time and Materials (T&M) contracts. Costs incurred by Contractors will be reimbursed by the CWA through periodic invoices. The CWA will in turn be reimbursed by the EMNRD Forestry Division. A Successful Offeror's mutually agreed upon Rate Schedule will be added to their Contracting Agreement with the CWA.

The following terms, conditions, and definitions shall apply to costs incurred by Contractors on the Projects:

1. **Not To Exceed:**
 - a. "Not to Exceed" (NTE) means the maximum dollar amount payable to the Contractor for performance of work under a Contracting Agreement or Task Order resulting from this RFP.

2. **Time and Materials:**
 - a. "Time and Materials" (T&M) means the CWA will pay the Successful Offeror at agreed upon fixed Hourly Rates for direct personnel and equipment Billable Hours on the Project, actual costs of materials, and applicable New Mexico Gross Receipts Tax (NM-GRT).
 - b. The exception is costs to Mobilize Equipment to the Project Area, which will be billed at an agreed upon flat fee per piece of Equipment.
 - c. The agreed upon Hourly Rate for each piece of equipment or person shall be multiplied by the Billable Hours to determine the total cost on each invoice. Invoices may need to be itemized for each person and piece of equipment for each billing period.

3. **Hourly Rate:**
 - a. "Hourly Rate" for personnel means the proposed fully loaded maximum Hourly Rate in US Dollars that includes personnel wages, tools, chainsaws, chainsaw fuel & oil,

chainsaw maintenance, Personal Protective Equipment (PPE), travel time and mileage to and from the Project Area, per diem, fringe benefits, insurance, computers & computing devices, phones, GPS/GNSS devices, software, miscellaneous supplies, general and administrative expenses, profit, and other overhead costs as applicable.

- b. “Hourly Rate” for light and heavy equipment means the proposed fully loaded maximum Hourly Rate in US Dollars that includes all of the preceding personnel costs as applicable, plus the piece of equipment, equipment use, operator wages, insurance costs, fuel and fluid costs, general and administrative expenses, profit, and all maintenance costs for the specified piece of equipment.
- c. Maintenance costs for equipment, chainsaws, and other similar items shall not be charged to the CWA and will not be reimbursed.

4. Billable Hours:

- a. “Billable Hours” for personnel means the actual hours worked on the Project either onsite or in an office setting. Travel to the Project Area, including travel from a place of residence, overnight lodging, or the contractor’s base of operations, shall not be included in Billable Hours for personnel.
- b. “Billable Hours” for equipment means the machine hours for actual time operated on the project as determined by the equipment’s hour meter. For equipment that does not have an hour meter, “Billable Hours” means the actual time used on the project. The Contractor may invoice the CWA for reimbursement of Billable Hours incurred on the Project. For invoicing purposes, the terms “Billable Hours” and “Hours” shall have the same definition.
- c. In general, Contractors will be reimbursed for handling, loading, and disposing of fuels and wood fiber that is treated onsite, piled or decked onsite, or removed from the property being treated to a disposal site located within or near the Project Area.
- d. Contractors will be reimbursed for hauling/trucking wood fiber to log buyers or wood fiber donation recipients.
- e. Billable Hours shall be tracked and recorded on a daily basis for each person and piece of equipment and rounded to the nearest tenth of an hour (0.1 hour) for each day. Billable Hours submitted on contractor invoices shall follow the guidelines set forth in this definition.

5. Travel, Materials, and New Mexico Gross Receipts Tax (NM-GRT): Travel (travel time/hours, mileage, and per diem), materials, and New Mexico Gross Receipts Tax (NM-GRT) should not be included in the Rate Schedule.

- a. With the exception of mobilization of equipment and hauling/trucking wood fiber to a log buyer or donation recipient, the CWA will not reimburse Contractors for travel. Travel includes per diem as well as travel time and mileage to and from the Project Area. Offerors shall account for all travel in their proposed rates in their submitted Rate Schedule. Travel to the Project Area, including travel from a place of residence, overnight lodging, or the contractor’s base of operations, will not be reimbursed.
- b. Successful Offerors may or may not need to provide materials for the Project. Costs of materials should not be included in an Offeror’s Rate Schedule. Due to the nature of the

funding source and the project agreements with the USDA Forest Service and EMNRD Forestry Division, the cost of supplying any materials for the project will be reimbursed at the actual cost to the contractor (see [2 CFR 200.318\(j\)\(1\)\(i\)](#)). Actual costs can include delivery costs. Markup is not allowed. Copies of receipts / invoices for materials must be submitted with the Contractor's Invoices to the CWA.

- c. The CWA is required to pay taxes on services, labor, and/or personal property leases. However, the CWA is exempt from New Mexico Gross Receipts Tax (NM-GRT) for the purchase of tangible personal property (i.e., materials). A properly issued Type 9 Non-Taxable Transaction Certificate (NTTC) may be obtained from the CWA to document any exemption from the NM-GRT.
- d. Rates provided in the Rate Schedule shall not include New Mexico Gross Receipts Tax (NM-GRT). Determination, invoicing, and payment NM-GRT to the State of New Mexico will be the responsibility of the Contractor and will be reimbursed at actual cost to the Contractor. Applicable NM-GRT should be shown as a separate line item on invoices submitted to the CWA.

6. Rate Negotiations:

- a. The CWA reserves the right to accept all or a portion of an Offeror's rates submitted in the Rate Schedule. The CWA reserves the right to negotiate proposed rates with Offerors during the contract negotiation process.
- b. In the event mutually agreeable rates cannot be reached with an Offeror within thirty (30) calendar days, the CWA reserves the right to terminate contract negotiations with the Offeror.

7. Rate Details:

- a. When responding to the RFP, the Offeror must complete the Rate Schedules provided in the Appendix B Proposal Form under Evaluation Criteria "F. Cost". Offerors should provide the requested details and Hourly Rates for Personnel and Equipment that the Offeror and their Subcontractors propose to utilize on the Projects plus Mobilization Rates for Equipment. This includes Equipment that the Offeror currently owns plus Equipment the Offeror plans to rent, lease, or purchase for use on the Projects.
- b. Rates are requested for each calendar year for 2024, 2025, and 2026 and shall be defined and listed as US Dollars. Hourly Rates shall include, as applicable, all associated costs listed in the "Hourly Rate" definition above. Hourly Rates shall be reimbursed based on the "Time and Materials" and "Billable Hours" definitions above.
- c. The rates listed for each calendar year shall apply to the calendar year in which the work is performed. Rates submitted by a Successful Offeror must be mutually agreed upon by the CWA and the Successful Offeror during the process of finalizing the Contracting Agreement and will be incorporated into the Agreement between the parties. Rates contained within invoices submitted under the Projects by a Successful Offeror and their subcontractors shall match the rates agreed upon by the parties in the Contracting Agreement.

8. Rate Increase/Escalation:

- a. Contractors may not request rate increases under Contracts awarded through this RFP. However, Contractors may elect to submit Proposals containing new rates to future RFPs for these Projects. If awarded a Contract for one or both of these Projects under a future RFP, the rates in the new Contract will apply to work performed under the new Contract.

I. Change Orders

A “Change Order” means a written amendment to the Contracting Agreement after the effective date between the CWA and the Contractor, mutually agreed upon by both parties. Either party may propose a Change Order. For Contracting Agreements executed under this RFP for the CCWUI and Angel Fire Projects, Change Orders shall only alter the NTE Contract amount.

J. Personnel, Fuel, and Equipment

The Contractor shall provide all necessary labor, transportation, equipment, tools, supplies, materials, and any other needs necessary or incidental to successfully complete the required services in accordance with specifications contained herein. Contractors are responsible for all costs incurred in the performance of the contract. Contractor shall furnish suitable equipment as needed for the project. See Section 6.H above for additional information.

All vehicles and equipment entering the Project Area must be clean of noxious weeds and free from leaks. To limit the introduction of non-native seeds and vegetation, all equipment must be thoroughly pressure washed or steam cleaned to remove all dirt, plant, and other foreign material at an off-site location prior to entering the Project Area. Particular attention must be shown to the under carriage and any surface where soil containing non-native seeds and vegetation may exist. Equipment is subject to inspection by the CWA at time of delivery.

Equipment will generally can be left onsite during the course of implementing work, an individual Task Order, and back-to-back Task Orders. If a Contractor requests a location to park or stage equipment when they are in between work assignments or Task Orders, the CWA will support the Contractor in finding a suitable equipment staging or parking location. The CWA and Landowners will not be responsible for contractor equipment left onsite. Equipment shall not be parked or stored within stream channels or wetlands.

Equipment must be inspected at least daily for signs of leaks. Such leaks must be repaired promptly and measures taken to prevent soil contamination. Personnel must be trained in the proper processes and equipped with the necessary supplies for spill response should one occur on the Project.

Equipment must be made available to inspection by CWA personnel upon request. All equipment shall be in safe working order and have appropriate safety equipment installed and intact.

Masticators with vertical shaft **disc style** mulching heads will not be allowed on the Projects due to safety reasons. Drum style mulching heads with horizontal shafts and deck style mulching heads with vertical shafts are acceptable. Any equipment deemed by the CWA to be in unsafe or improper working order shall be taken out of service until repaired.

Petrochemicals may not be stored onsite overnight without the permission of the CWA and the relevant Landowner. Any locations for onsite overnight petrochemical storage will be negotiated between the CWA, contractor, and the relevant Landowner and must be approved by the Landowner.

Oil, hydraulic fluid, lubricants, and other similar petrochemicals must be stored within a secondary containment system capable of containing twice the volume of the product. Fuel stored onsite must be stored in a double walled containment system.

The Contractor must locate machinery servicing and refueling areas at least 100 feet away from surface water. When servicing equipment onsite, waste oil and other fluids shall be drained into containers and properly disposed of in accordance with appropriate waste disposal practices. Contractor shall immediately clean up any waste materials. Spills should be reported to the CWA as soon as possible, and proper clean-up and safety procedures implemented immediately. Contractors are responsible for any and all clean up caused by their operations.

K. Onsite Camping

Onsite camping (i.e., a campsite) on a Landowner's private property for the Contractor's personnel will generally not be available, and Contractors should develop their Proposals and Rate Schedules accordingly. Contractors may request this courtesy on a case-by-case basis; approval is not guaranteed. Contractors that receive approval for onsite camping will be subject to additional terms and conditions related to onsite campsite operations.

L. Worksite Safety and Cleanliness

Contractors shall ensure the safety of all personnel during operations including the proper use of all Personal Protection Equipment (PPE) and safe operation of all equipment. Work areas and equipment will be maintained in a clean, neat, and orderly condition. Any debris, litter, rubbish, and trash produced by the contractor or occurring on the project shall be cleaned up regularly and promptly. Contractor shall make every effort to ensure public safety, including the placement of warning signs and/or traffic control, as needed. Contractor shall follow relevant safety rules and conduct the work in a safe manner, taking precautions necessary to protect person or property against injury or damage, and be responsible for such injury or damage. Any injuries requiring medical attention should be reported to CWA as soon as possible.

M. Reimbursement Basis and Terms

The CCWUI Project, the Angel Fire Project, and the CWA's agreements with EMNRD Forestry Division are reimbursement-based agreements. This means that the CWA and its Contractors will be reimbursed for costs incurred on the Projects. During the course of implementing the Projects, Contractors will submit regular invoices to the CWA for reimbursement of all costs incurred for a given billing period. The CWA will then in turn submit an invoice to EMNRD Forestry Division for reimbursement of costs incurred by the CWA; the CWA's invoice will include a copy of Contractors' invoices.

Contractor Invoices shall reference the Project Name and Task Order under which the work was performed. Invoices shall also contain a detailed accounting of all costs incurred during the stated billing

period. Subsequent invoices for costs incurred during a previously invoiced billing period may not be reimbursed. Invoices submitted by Contractors must contain backup documentation as required by the CWA and EMNRD Forestry Division. This may include receipts for materials and supplies, timesheets / accounting of billable hours worked, and other backup documentation as requested.

The CWA will do its best to reimburse Contractors in a timely manner. The CWA will strive to reimburse the Contractor within 30 days of receipt, but this may not always be possible due to the reimbursement nature of the Projects. In most instances, the CWA will need to receive reimbursement from EMNRD Forestry Division prior to reimbursing Contractors. The EMNRD Forestry Division is contractually obligated to reimburse the CWA within 30 days of the receipt of the CWA's invoice, but this deadline is not always met. The CWA will strive to send payment to the Contractor as soon as possible after the CWA receives payment from EMNRD Forestry Division.

Due to the nature of the agreement between the CWA and EMNRD Forestry Division, the CWA is unlikely to receive service fees from EMNRD Forestry Division on unpaid balances that are past due. Accordingly, the CWA will be unable to pay Contractors any service fees on unpaid balances that are past due.

The State of New Mexico and EMNRD Forestry Division operate on a fiscal year that runs from July 1 to June 30. Work completed by the CWA and its Contractors must be performed under an active and valid Purchase Order from the State of New Mexico. Purchase Orders should be issued as soon as possible at the beginning of the State's new fiscal year and typically expire on June 30th. Contractors may not be allowed to perform work on these Projects at the beginning of a new Fiscal Year until a new Purchase Order is in place.

Invoices for any work completed during a fiscal year must be submitted to the CWA within seven (7) days after the end of the fiscal year in which the services were provided. Invoices received after such date may not be reimbursed.

Landowners may contribute financially to the Project. Financial contributions may be directed to CWA's contractors or contractors chosen by the Landowner, with a separate agreement for such work, and payment made by the Landowner directly to the contractor. Notice of the separate work, including work completed and Landowner's separate payment amount, should be shared with the CWA to avoid duplicate payments for the same work.

N. Inspections and Permitting

Work completed by the CWA and Contractors on the Projects will be subject to Inspections and approval by the EMNRD Forestry Division. Inspections include field Inspections of work completed, Inspection Reports, GPS mapping, GIS reporting, and approval for payment. Work completed by the CWA and Contractors should meet or exceed the EMNRD Forestry Division "New Mexico Forest Practices Guidelines", including the State of New Mexico Commercial Timber Harvesting Requirements (NMAC 19.20.4) as applicable as listed in the Guidelines. The CWA will provide Contractors with printed booklets of the "New Mexico Forest Practices Guidelines". Inspections will evaluate the Contractors' work against these Guidelines.

Approval and payment of each invoice from the CWA to EMNRD Forestry Division is contingent upon the Inspection and approval by the EMNRD Forestry Division of work completed under that invoice. Deficiencies found during Inspections will have to be remedied by Contractors and may result in a delay in invoice approval and payment. EMNRD Forestry Division will be solely responsible for performing these Inspections.

Since the CCWUI and Angel Fire Projects are grant funded Projects that are being administered by the State of New Mexico EMNRD Forestry Division, the inspections performed by the Forestry Division will satisfy State of New Mexico permitting requirements, including Commercial Timber Harvesting Permit requirements. However, if any permitting is required, the CWA will prepare and submit permits as needed; the CWA's Contractors will not be responsible for preparing, submitting, and/or acquiring any permits under these Projects.

O. W-9 Information

Pursuant to Federal Tax Law (Internal Revenue Code, Section 6041), the CWA is required to obtain a Taxpayer Identification Number (TIN) and a completed W-9 from Successful Offerors. Failure of an Offeror to provide a correctly completed W-9 to the CWA along with the executed Contracting Agreement may result in contract termination.

Section 7: 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

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	CWA	Friday, August 9, 2024
2. Acknowledgement of Receipt Form	Potential Offerors	August 19, 2024 by 4:00 pm MDT
3. Pre-Proposal Conferences	CWA	Monday, August 19, 2024 at 1:00 pm MDT
4. Deadline to Submit Written Questions	Potential Offerors	Thursday, August 22, 2024 by 3:00 pm MDT
5. Response to Written Questions	CWA	Monday, August 26, 2024
6. Submission of Proposal	Potential Offerors	Monday, September 9, 2024 by 3:00 pm MDT
7.* Proposal Evaluation	Evaluation Committee	September 10 to September 24, 2024
8.* Negotiate and Finalize Contracting Agreement	CWA/Finalist Offerors	September 24 to October 8, 2024
9.* Contract Awards	CWA/ Finalist Offerors	October 30, 2024
10.* Protest Deadline	CWA	+15 calendar days from date of Award

Table 1: Sequence of Events.

*Dates indicated in Events 7 through 10 are estimates only and may be subject to change without necessitating an amendment to the RFP.

B. Explanation of Events

The following paragraphs describe the activities listed in the Sequence of Events shown in Section 3.A.

1. Issue RFP

This RFP is being issued by the Cimarron Watershed Alliance, Inc. (CWA) on **Friday, August 9, 2024**.

2. Acknowledgement of Receipt Form

Potential Offerors may email a completed electronic version of the Acknowledgement of Receipt Form contained in Appendix A to the CWA’s cimarronwater@gmail.com electronic mail (“email”) account to have their organization placed on the Procurement Distribution List. The form must be returned to the CWA by **4:00 pm Mountain Daylight Time (MDT) on August 19, 2024**. 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 obtaining from the CWA's website (www.cimarronwater.org) responses to written questions and any amendments to the RFP.

3. Pre-Proposal Conference

The CWA will conduct an optional Pre-Proposal Conference as indicated in Section 7.A, Sequence of Events beginning at **1:00 pm MDT on Monday, August 19, 2024**. The Pre-Proposal Conference will be hybrid, i.e., in-person with a virtual option. The Pre-Proposal Conference will not include a site visit of the Project Areas. Potential Offerors are encouraged to utilize physical and digital maps, GIS, remote sensing, field visits, knowledge of the Project Areas, and other resources at their disposal to assess the Project Areas while developing their Proposals. Attendance at the Pre-Proposal Conference is highly recommended but not a prerequisite for submission of a Proposal.

Potential Offerors are encouraged to submit written questions in advance of the Conference to the Procurement Manager (see Section 1.G). The identity of the organization submitting the questions 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 7.A, Sequence of Events. A public log will be kept of the names of Potential Offerors that attended the pre-proposal conference.

The in-person component of the Pre-Proposal Conference will be held on **Monday, August 19, 2024**, beginning at **1:00 pm MDT** at the **Eagle Nest Community Center** located at **151 Willow Creek Dr, Eagle Nest, NM 87718**. The entrance to the Community Center is through the double doors on the West Side of the Building. GPS Coordinates and a Google Maps link to the location are as follows: 36.55562° N, -105.26414° W; <https://maps.app.goo.gl/Xvc19dzw73G47Uff9>

Potential Offerors may also join the hybrid pre-proposal conference virtually over **Zoom** beginning at **1:00 pm MDT Monday, August 19, 2024**, by logging in using the following information:

Topic: CWA Pre-Proposal Conference, RFP# CWA-2024-02

Time: Aug 19, 2024 01:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/84091437642?pwd=jcCngTfPbwNCwTx7HmBj7mS36JqxaM.1>

Meeting ID: 840 9143 7642

Passcode: 656494

Join Zoom Meeting via telephone: • +1 720 707 2699 US (Denver)
Meeting ID: 840 9143 7642
Passcode: 656494

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager (see Section 1.G) as to the intent or clarity of this RFP until **Thursday, August 22, 2024, at 3:00 pm MDT** as indicated in Section 7.A, Sequence of Events. Questions may be submitted during the pre-proposal conference and/or via email to CWA's cimarronwater@gmail.com account. Questions should be clearly labeled and should cite the Section(s) and page number(s) in the RFP 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 **Monday, August 26, 2024**, as indicated in Section 7.A, Sequence of Events, to all Potential Offerors who timely submitted an Acknowledgement of Receipt Form (see Section 7.B.2 and Appendix A). The Questions and Answers will also be posted to the CWA's website at: www.cimarronwater.org.

6. Submission of Proposal

Offeror's completed Proposals must be submitted electronically via electronic mail (email) or by hand delivery of a single hard copy by **3:00 pm Mountain Daylight Time ("MDT") on Monday, September 9, 2024**, per the terms and conditions specified in the RFP.

Refer to Section 3 for instructions on Proposal Format and Submission.

a. Electronic Submission

Electronically submitted Proposals (i.e., the Appendix B Proposal Form) must be submitted as one (1) single PDF document in one (1) single email submission to CWA's cimarronwater@gmail.com email account per the terms and conditions as specified in this RFP by 3:00 pm MDT on Monday, September 9, 2024. The email subject line should state "Proposal, RFP#: CWA-2024-02, from [insert Offeror's entity name]". The date and time of receipt will be recorded for each Proposal. Such electronic submissions will be considered sealed in accordance with statute. Offerors will receive an email response confirming receipt of their Proposal and indicating whether or not their Proposal was successfully submitted and received on time. No late Proposals will be accepted. Any Proposal received after the date and time specified will be deemed non-responsive. Non-responsive Proposals will be disqualified and eliminated from further consideration.

b. Hand Delivered Hard Copy Submission

Hand delivered hard copy Proposals must be submitted in person during regular business hours at the **Municipal Offices of the Village of Angel Fire, located at 3388 Mountain View Blvd., Angel Fire, NM 87710 by 3:00 pm MDT on Monday, September 9, 2024.** Regular business hours are Monday through Friday, 8:00 am to 5:00 pm, with the exception of holidays. One (1) single hard copy of the Offeror's Proposal should be submitted in a large envelope and sealed. Such submissions will be considered sealed in accordance with statute. The outside of the envelope should be labeled "Proposal, RFP#: CWA-2024-02" with the Offeror's entity name also listed on the outside. A CWA Representative will record the date and time of receipt of each Proposal on the outside of the envelope and sign the outside of the envelope. Offerors will complete and sign a Proposal Receipt Log confirming the date and time their Proposal was submitted. No late

Proposals will be accepted. Any Proposal received after the date and time specified will be deemed non-responsive. Non-responsive Proposals will be disqualified and eliminated from further consideration. GPS Coordinates and a Google Maps link to the location are as follows: 36.39476° N, -105.28578° W; <https://maps.app.goo.gl/4rztMG2LBAygmYbSA>

A log will be kept of the names of all Offerors that submit 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 all contracts are awarded pursuant to this Request for Proposals. Awarded in this context means the final required signature on the contracts resulting from the procurement has been obtained.

Information on Proposal Content and Evaluation can be found in Section 4 and the Appendix B Proposal Form. Information on the Evaluation Process can be found in Section 5.

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of Proposals. This process will take place as indicated in Section 7.A, Sequence of Events, depending upon the number of Proposals received. During this time, the Procurement Manager 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 Offerors.

8. Negotiate and Finalize Contracting Agreement

After approval of the Evaluation Committee Report, any Contracting Agreements resulting from this RFP will be negotiated and finalized with the most advantageous Offerors as per Section 7.A., or as soon as possible thereafter, taking into consideration the Evaluation Factors set forth in this RFP, the Evaluation Committee Report, and Proposals scores. The most advantageous Proposals may or may not have received the most points. In the event mutually agreeable Terms and Conditions cannot be reached with an apparent most advantageous Offeror during the contract negotiation process within thirty (30) calendar days, the CWA reserves the right to terminate contract negotiations with the Offeror and to finalize Contracting Agreements with other most advantageous Offerors without undertaking a new procurement process.

The most advantageous Offerors will be notified of their status as a Finalist for award under this Procurement by a Finalist Letter issued via electronic mail ("email"). Finalists will have thirty (30) calendar days to provide the following Agreement related documents to the CWA:

- a. A signed Contracting Agreement*
- b. The Offeror's Certificates of Insurance showing proof of the coverages listed in Section 6.E and naming the CWA as additional insured
- c. The Offeror's Unique Entity Identification (UEI) issued by SAM.gov
- d. BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION ("Byrd Certification")*
- e. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS ("Responsibility Certification")*
- f. The Offeror's correctly completed W-9

*Documents a, d, & e will be provided to the Finalists by the CWA.

If an Offeror cannot provide the above listed documents to the CWA within thirty (30) calendar days of notification as a Finalist, the CWA reserves the right to terminate contract negotiations with the Offeror.

9. Contract Awards

Upon receipt of the signed Contracting Agreement, the CWA will award as per Section 7.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate State of New Mexico EMNRD Forestry Division and USDA Forest Service Region 3 approvals. The Evaluation Committee Report will be distributed to all Offerors via email on this date.

10. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. The 15-calendar day protest period shall begin on the day following the notice of award of contracts and will end at 5:00 pm MST/MDT on the 15th day. See Section 1.H for more information regarding protests.

C. Definition of Terminology

This Section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. "Award" means the final execution of the contract agreement(s) between the CWA and a Successful Offeror.
2. "Change Order" means a written amendment to the Contracting Agreement after the effective date between the CWA and the Contractor, mutually agreed upon by both parties. Either party may propose a Change Order. For Contracting Agreements executed under this RFP for the CCWUI Project and Angel Fire Project, Change Orders shall only alter the Not to Exceed Contract amount.
3. "Contract" means any Agreement for the procurement of items of tangible personal property, services, or construction for the CCWUI Project or Angel Fire Project under this Request For Proposals. The terms Contract, Agreement, Contract Agreement, Contractual Agreement, and Contracting Agreement shall have the same definition.
4. "Contractor" means any individual or business entering into a contract with the CWA as a result of this procurement. The terms Successful Offeror and Procured Contractor shall have the same definition.
5. "Desirable" – the terms "may," "can," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor.
6. "Electronic Submission" means a successful submittal of Offeror's Proposal via electronic mail ("email") to the CWA's cimarronwater@gmail.com account.

7. "Electronic Version/Copy" means a digital format consisting of text, images, or both, readable on computers or other electronic devices, which includes all content that a printed document would contain.
8. "Evaluation Committee" means a body appointed to perform the evaluation of Offerors' proposals.
9. "Evaluation Committee Report" means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee's recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals. It will not contain dollar figures for Offeror's rates.
10. "Final Award" means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contracts resulting from the procurement has been affixed to the contracts thus making them fully executed.
11. "Hand Delivered" means delivered in person by the Offeror or a courier to the physical location where proposals are to be received as identified in the RFP.
12. "Hard Copy" means a physical version of an Offeror's proposal, either typed or handwritten, submitted as a physical copy on standard 8.5" by 11" paper.
13. "Mandatory" – the terms "must," "shall" "will," "is required," or "are required," identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror's proposal.
14. "Minor Irregularities" means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
15. "Multiple Award" means an award of a contract for one or more items of tangible personal property, services, or construction to more than one Offeror.
16. "Offeror" is any individual or business who chooses to submit a proposal.
17. "Procurement Manager" means any person or designee authorized by the CWA with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.
18. "Proposal" means an Offeror's response to this Request for Proposals procurement. The term Offer shall have the same definition.
19. "Request for Proposals (RFP)" means all documents, including those attached or incorporated by reference, used for soliciting sealed proposals to this competitive procurement.

20. "Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal. The CWA shall review the Offeror's qualifications, experience, past performance, capacity, capabilities, and other Evaluation Factor responses in the Offeror's Proposal. All Responsible Offerors will receive consideration of contracts without regard to race, color, religion, sex or national origin or other protected class. The CWA shall be the sole determinant of the acceptability of the offeror to provide the needed goods and/or services. The term Qualified Offeror shall have the same definition.
21. "Responsive Offer" means an Offer which conforms in all material respects to the requirements set forth in the RFP and received by the specified date and time. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements. Offers not meeting the Responsive Offer definition may be deemed non-responsive. Non-responsive Offers will be disqualified and eliminated from further consideration. The CWA reserves the right to deem incoherent or illegible Offers as non-responsive.
22. "Sealed" means:
- a. In terms of a non-electronic submission of a hand delivered hard copy, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The CWA reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases; and
 - b. In terms of an electronic submission, an Offeror's proposal and all accompanying documents has been submitted to and received by the CWA at the cimarronwater@gmail.com electronic mail (email) address in one (1) single email submission prior to the submission deadline stated in the RFP.
23. "Single Award" means an award of contract for items of tangible personal property, services or construction to only one Offeror.
24. "Successful Offeror" means any individual or business entering into a contract with the CWA as a result of this procurement. The terms Contractor and Procured Contractor shall have the same definition.
25. "System for Award Management (SAM.gov)" means the official U.S. Government website, located at sam.gov, for: registering to do business with the U.S. Government; updating, renewing, or checking the status of your entity registration; searching for entity registration and exclusion records; and other activities related to doing business with the U.S. Government.

26. "Unique Entity Identification (UEI)" means the Unique Entity Identification assigned to an entity in SAM.gov.

D. General Requirements

1. **Acceptance of Conditions Governing the Procurement:** Submission of a Proposal and signing the Letter of Transmittal constitutes acceptance of all terms, conditions, Evaluation Criteria, and Evaluation Factors within this RFP.
2. **Eligible Offerors:** This RFP is directed to individuals and organizations who meet certain criteria. To be considered an Eligible Offeror, Offerors must meet these minimum requirements. Proposals from Offerors not meeting the following criteria will be deemed non-responsive. Non-responsive Offers will be disqualified and eliminated from further consideration:
 - a. Registered with the United States Internal Revenue Service (IRS), possess a Federal Taxpayer Identification Number (Federal Employer Identification Number or Social Security Number);
 - b. Registered to do business in the State of New Mexico (NM), possess a State of NM Business Tax Identification Number, and be in good standing with the State of NM;
 - c. Possess a Unique Entity Identification (UEI) from SAM.gov and are actively registered and in good standing with SAM.gov;
 - d. Offerors, proposed subcontractors, and their Key Personnel must not be listed on the governmentwide exclusions list at SAM.gov;
 - e. The Offeror or one of the Offeror's Key Personnel must have at least three (3) years of experience implementing forestry projects of similar nature to that detailed in the Scope of Work contained in this RFP.
3. **Proposal Forms and Delivery:** When responding to this RFP, Proposals from Potential Offerors must be submitted by completing and submitting the Proposal Form provided in Appendix B (Evaluation Factors A through F). The Proposals must be submitted according to the instructions contained in Section 3 of this RFP. More information on Proposal Contents and Evaluation can be found in Section 4 and Appendix B.
4. **Authority of Agent:** The Offeror represents that the person executing documents on behalf of the Offeror has been duly authorized to do so.
5. **Basis for Proposal:** Only information supplied in writing by the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.
6. **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. The CWA shall not be responsible for payment of any add-on, addition, or optional equipment or service that has not been authorized in writing by the CWA.

7. **Prime Contractor Responsibility:** Any Contracting Agreement that may result from this RFP shall specify that the Successful Offeror (Prime Contractor) is solely responsible for fulfillment of all requirements of the Contracting Agreement with the CWA that may result from this RFP. If the CWA enters into a Contracting Agreement with an Offeror, the CWA will make payments to only the Offeror (Prime Contractor).
8. **Subcontractors/Consent:** The use of subcontractors is allowed. The Successful Offeror shall be wholly responsible for the entire performance of the Contracting Agreement whether or not subcontractors are used. The Offeror must identify in their Letter of Transmittal in their Proposal Form any subcontractors that will be used in the performance of this project. The CWA reserves the right to reject the use of any subcontractors it deems not to be in the CWA's best interest. Additional subcontractors may not be added to a Successful Offeror's Proposal or executed Agreement after the submission of the Offeror's Proposal. No such subcontract shall relieve the Contractor from its obligations and liabilities under the Agreement, nor shall any subcontract obligate direct payment from the CWA. Any subcontract agreement shall include all provisions necessary to allow Contractor to meet its obligations and requirements under this Agreement and all provisions required by law.
9. **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 in the Letter of Transmittal. The CWA will not merge, collate, or assemble amended proposals with previously submitted proposals.
10. **Offeror's Rights 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 Procurement Manager 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.
11. **Proposal Offer Firm:** Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred eighty (180) calendar days after the due date for receipt of proposals, unless the Offeror, upon request of the Procurement Manager, agrees to an extension.
12. **Interviews:** The CWA reserves the right pursuant to NMSA 13-1-115 to interview and engage in discussions and negotiations with the responsible Offerors who submit proposals that the CWA has determined to be reasonably likely to be selected for award. The CWA may re-evaluate the interviewed Offerors as a result of interviews according to the evaluation criteria.
13. **Disclosure of Proposal Contents:** A public log will be kept of the names of all Offerors which submitted Proposals. The proposals and documents pertaining to the proposals will be kept confidential throughout the duration of the procurement process and until a contract is awarded. At that time, all Proposals will be available for public inspection, except for the material, which has been previously noted and deemed as proprietary or confidential. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

14. **No Obligation:** This procurement, nor its award to an Offeror, does not obligate the CWA in any way until a valid written Contracting Agreement is executed.
15. **Termination:** This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part if the Procurement Manager determines such action to be in the best interest of the CWA.
16. **Right to Reject Proposal:** The CWA reserves the right to reject a proposal from any Offeror who has previously failed to perform properly, has caused the CWA to incur unreasonable costs or expense, failed to complete on time an agreement of a similar nature, or who is not in a position to perform the work governed by this RFP.
17. **Sufficient Appropriation:** 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. The CWA's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.
18. **Legal Review:** The CWA 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 Procurement Manager.
19. **Governing Law:** This RFP and any agreement with an Offeror which may result from this procurement shall be conducted in accordance with and governed by the laws of the State of New Mexico, 1.4.1 NMAC, the United States, OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400, and the policies of the CWA.
20. **Delivery:** Delivery of goods or services, if applicable, shall be FOB-Destination, and are specified within the Scope of Work.
21. **Multiple Awards:** The CWA reserves the right to make multiple awards as a result of this procurement, for specific or multiple tasks, in order to best serve the needs of the CWA, pursuant to §13-1-110, NMSA 1978 and §13-1-153, NMSA 1978.
22. **Contract Terms and Conditions:** Section 6 contains Notable Information, Terms, and Conditions applicable to this procurement and to the CWA's contract with a Successful Offeror. Appendix G contains the Template of the full Contracting Agreement Terms and Conditions between the CWA and Successful Offerors under these Projects. The CWA reserves the right to negotiate provisions in addition to those contained in this RFP with any Offeror. Any award is contingent upon the negotiation of an agreement acceptable to the CWA in its sole discretion. Any Agreement will include the Scope of Work contained in Section 2 of this RFP and the Successful Offeror's mutually agreed upon Rate Schedule.
23. **Offeror's Terms and Conditions:** The most advantageous Offerors may, within reason, propose alternate Terms and Conditions to their contract with the CWA during the contract finalization

process. However, the notable Terms and Conditions listed in Section 6 that are included in the Appendix G Contract Template will not be open to negotiation. In the event mutually agreeable Terms and Conditions cannot be reached with an apparent most advantageous Offeror during the contract negotiation process within thirty (30) calendar days, the CWA reserves the right to terminate contract negotiations with the Offeror and to finalize Contracting Agreements with other most advantageous Offerors without undertaking a new procurement process.

24. **Offeror Qualifications:** The CWA and 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. To assure the CWA and the Evaluation Committee that an Offeror has the staff, facilities, and competence to furnish the services required under this RFP, the CWA and/or Evaluation Committee may determine the adequacy of the staff, facilities, and competence of any Offeror considered for an award. 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 this RFP.
25. **Minimum Specifications:** Specifications supplied are minimum standards.
26. **Right to Waive Minor Irregularities:** The Evaluation Committee reserves the right to waive minor and immaterial irregularities and formalities.
27. **Change in Contractor Representatives:** The CWA reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the CWA, adequately meeting the needs of the CWA.
28. **Notice of Penalties:** The Procurement Code, Section 13-1-28 through 13-1-199 NMSA 1978, imposes civil, and misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
29. **CWA Rights:** The CWA, in agreement with the Evaluation Committee, reserves the right to accept all or a portion of a potential Offeror's Proposal.
30. **Right to Publish:** Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the CWA written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or contract termination.
31. **Ownership of Proposals:** All materials submitted in connection with this RFP shall become the property of the CWA. If the RFP is cancelled, all responses received shall be destroyed by the CWA.
32. **Confidentiality:** Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential by Contractor and shall not be made available to any individual or organization by Contractor without CWA's prior written approval. The

Contractor agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the CWA's written permission.

33. **Release of Information:** The Contractor must refer to the CWA any requests to release any information that pertains to the work or activities covered by any action or award related to this RFP.
34. **Electronic mail address required:** A large part of the communication regarding this procurement will be conducted by electronic mail ("email"). An Offeror must have a valid email address to receive this correspondence. (See also Section 7.B.5, Response to Written Questions).
35. **Use of Electronic Versions of this RFP:** This RFP is being made available by electronic means. The CWA will not provide hard copy versions of this RFP to potential Offerors. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the CWA, the Offeror acknowledges that the Adobe PDF version maintained by the CWA on the organization's website at www.cimarronwater.org shall govern.
36. **Letter of Transmittal:** The Offeror's proposal must be accompanied by the completed and signed Letter of Transmittal located in the Appendix B Proposal Form. Offerors must complete the Letter of Transmittal in its entirety. The form must be signed by the person authorized to obligate the Offeror. This individual will serve as the primary point of contact on behalf of the Offeror regarding this procurement. Failure to complete, sign, and submit the Letter of Transmittal properly will result in the Offeror's Proposal being deemed non-responsive. Non-responsive Offers will be disqualified and eliminated from further consideration.
37. **Campaign Contribution Disclosure Form:** Offeror must complete, sign, and return the unaltered Campaign Contribution Disclosure Form provided in the Appendix B Proposal Form as a part of their proposal. This mandatory requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete, sign, and submit the unaltered Campaign Contribution Disclosure Form will result in the Offeror's Proposal being deemed non-responsive. Non-responsive Offers will be disqualified and eliminated from further consideration.
38. **Debarment and Suspension:** Under Executive Orders 12549 and 12689, a contract award or subaward (see [2 CFR 180.220](https://www.ecfr.gov/current/title-2/chapter-I/subchapter-A/part-180/subpart-2)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](https://www.ecfr.gov/current/title-2/chapter-I/subchapter-A/part-180/subpart-2) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
39. **Disclosure Regarding Responsibility:** Any Contractor who enters into a contract with the CWA agrees to disclose whether the Contractor, or any principal of the Contractor's company:

- a. Is presently debarred, suspended, proposed for debarment, or declared ineligible, for award of contract or indicted for or otherwise criminally or civilly charged by any federal entity, state agency or local public body;
- b. Has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for: the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes related to the submission of offers; or the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
- c. Has been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied;

A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror's Proposal non-responsive. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the CWA. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the CWA, the CWA may terminate the involved contract for cause and debar the Contractor from eligibility for future solicitations.

40. **New Mexico/Native American/Veteran Resident Preferences:** New Mexico/Native American/Veteran Resident Preferences shall not apply to this procurement because the expenditures for this Project are federal funds.

41. **Compliance with the use of MBEs and WBEs:** The CWA will take all necessary affirmative steps to assure that Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) are used when possible as sources of supplies and services. Offerors shall indicate on the Letter of Transmittal, located in the Appendix B Proposal Form, if their organization qualifies as an MBE and/or WBE. These affirmative steps shall include the following:

- a. Including qualified MBEs/WBEs on solicitation lists;
- b. Assuring that MBEs/WBEs are solicited once they are identified;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum MBE/WBE participation;
- d. Where feasible, establishing delivery schedules which will encourage MBE/WBE participation;
- e. Encouraging use of the services of the U.S. Department of Commerce's Minority Business Development Agency and the U.S. Small Business Administration to identify MBEs/WBEs, as required; and
- f. If any subcontracts are to be let, requiring the subcontractor to take the affirmative steps listed above.

E. Procurement Library

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

For more information on the Cimarron Watershed Alliance, an electronic version of RFP, an electronic Microsoft Word version of the Appendix B Proposal Form, Response to Written Questions, RFP Amendments, State of New Mexico Procurement Code Regulations, etc., please visit the following websites:

<https://www.cimarronwater.org/>

<https://www.srca.nm.gov/parts/title01/01.004.0001.html>

Appendix A: Acknowledgement of Receipt Form

Cimarron Watershed Alliance, Inc.

Request For Proposals

Contracted Forestry Services for Fuels Reduction and Forest Restoration

-on the-

Colfax Collaborative Wildland Urban Interface Project

-and-

Angel Fire Community Protection Project

RFP#: CWA-2024-02

This optional Acknowledgement of Receipt Form establishes a distribution list to be used for the distribution of written responses to questions, and/or any amendments to the RFP. This form must be returned to the CWA by 4:00 pm Mountain Daylight Time (MDT) on August 19, 2024, to be placed on the Procurement Distribution List. 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 will not be included on the distribution list, and will be solely responsible for obtaining from the CWA's website (www.cimarronwater.org) responses to written questions and any amendments to the RFP. The information below will be used for all correspondence related to the RFP. Only one contact per Offeror is permitted. Handwritten forms are acceptable, but illegible forms may be rejected.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____

PHONE #: _____

E-MAIL: _____

Submit Acknowledgement of Receipt Form to: Rick Smith

Email Address: cimarronwater@gmail.com

Subject Line: "Acknowledgement of Receipt Form, RFP#: CWA-2024-02, from [insert Offeror's entity name]"

Appendix B: Proposal Form

Contracted Forestry Services for Fuels Reduction and Forest Restoration -on the- Colfax Collaborative Wildland Urban Interface Project -and- Angel Fire Community Protection Project

Instructions

Offeror: Please type or print your entity name (submitting organization) in the bottom right-hand corner of the footer of the Proposal Form.

Proposals must contain sufficient information to provide the CWA with a thorough description of the Offeror's qualifications to accomplish the activities listed in the Scope of Work.

Eligible Offerors

In order to be an Eligible Offeror under this RFP, Offerors must meet the Eligible Offeror criteria listed in Section 7.D.2 of this RFP. Proposals from Offerors that do not meet these criteria will be deemed non-responsive. Non-responsive Offers will be disqualified and eliminated from further consideration.

Proposal Format

When responding to this RFP, Proposals from Potential Offerors must be submitted by completing and submitting the Proposal Form provided in Appendix B (Evaluation Factors A through F) below on 8 1/2" by 11" paper.

The Proposal Form must be completed by typing electronically or by handwriting with pen or pencil. Illegible or incoherent Offers may be deemed non-responsive. Proposals that utilize a format or layout that differs from the Appendix B Proposal Form will be deemed non-responsive.

Handwritten responses must fit in the space provided under each Evaluation Factor in the Appendix B Proposal Form contained in the Adobe Portable Document Format ("PDF") document version of this RFP. Handwritten responses that exceed the space provided may be deemed non-responsive.

Electronically completed responses must be completed in 11- or 12-point font and must not exceed the length specified for each Evaluation Factor. Electronically completed responses that exceed the length specified may be deemed non-responsive. A Microsoft Word version of the Appendix B Proposal Form has been distributed to Potential Offerors via email along with the PDF version of this RFP. The Microsoft Word version of the Proposal Form is also available on the CWA's website at www.cimarronwater.org and by emailing a request to the CWA's email account at cimarronwater@gmail.com.

Proposal Content and Evaluation

The Appendix B Proposal Form contains Evaluation Factors A through F; these Evaluation Factors are also listed in Section 4. Each Evaluation Factor contains Requested Information, Evaluation Criteria, and Points Available. Offerors must respond to each Evaluation Factor according to the Requested Information. Proposals that do not contain a response to all the requested Evaluation Factors may be deemed non-responsive.

The Offeror's Responses to each Evaluation Factor will be scored and weighted by the Evaluation Committee based on the Requested Information, Evaluation Criteria, and Points Available. Points for each Evaluation Factor will be totaled for each Proposal, and all responsive Proposals will be ranked according to total score.

Proposal Submission

Offeror's completed Proposals must be submitted either electronically via electronic mail (email) or by hand delivery of a single hard copy by 3:00 pm MDT on Monday, September 9, 2024.

Electronically submitted Proposals (i.e., the Appendix B Proposal Form) must be submitted as one (1) single PDF document in one (1) single email submission to CWA's cimarronwater@gmail.com email account per the terms and conditions as specified in this RFP by **3:00 pm MDT on Monday, September 9, 2024**. The email subject line should state "Proposal, RFP#: CWA-2024-02, from [insert Offeror's entity name]". The date and time of receipt will be recorded for each Proposal. Such electronic submissions will be considered sealed in accordance with statute. Offerors will receive an email response confirming receipt of their Proposal and indicating whether or not their Proposal was successfully submitted and received on time. No late Proposals will be accepted. Any Proposal received after the date and time specified will be deemed non-responsive. Non-responsive Proposals will be disqualified and eliminated from further consideration.

Hand delivered hard copy Proposals must be submitted in person during regular business hours at the **Municipal Offices of the Village of Angel Fire, located at 3388 Mountain View Blvd., Angel Fire, NM 87710 by 3:00 pm MDT on Monday, September 9, 2024**. Regular business hours are Monday through Friday, 8:00 am to 5:00 pm, with the exception of holidays. One (1) single hard copy of the Offeror's Proposal should be submitted in a large envelope and sealed. Such submissions will be considered sealed in accordance with statute. The outside of the envelope should be labeled "Proposal, RFP#: CWA-2024-02" with the Offeror's entity name also listed on the outside. A CWA Representative will record the date and time of receipt of each Proposal on the outside of the envelope and sign the outside of the envelope. Offerors will complete and sign a Proposal Receipt log indicating the date and time their Proposal was submitted. No late Proposals will be accepted. Any Proposal received after the date and time specified will be deemed non-responsive. Non-responsive Proposals will be disqualified and eliminated from further consideration. GPS Coordinates and a Google Maps link to the location are as follows: 36.39476° N, -105.28578° W; <https://maps.app.goo.gl/4rztMG2LBAygmYbSA>

A. Letter of Transmittal

Requested Information: Offerors must complete and sign the Letter of Transmittal located below.

Evaluation Criteria & Points Available: This Evaluation Factor is Pass or Fail only. No points are assigned. Failure to complete, sign, and submit the Letter of Transmittal properly will result in the Offeror's Proposal being deemed non-responsive. Non-responsive Offers will be disqualified and eliminated from further consideration.

1. List the following information for the Offeror (submitting organization):

Offeror Name:	
Mailing Address:	
Physical Address:	
Primary Phone #:	
Federal Tax ID #:	
Federal Tax Classification Type:	
NM Business Tax ID #:	
SAM.gov Unique Entity ID:	

2. Identify the person authorized to respond to questions and negotiate on behalf of the Offeror. This individual will serve as the primary point of contact on behalf of the Offeror:

Name & Title:	
Email Address & Phone Number:	

3. Will any subcontractors be used in the performance of a resultant contract? ___ No. ___ Yes. If yes, list subcontractors' Entity Names and Federal Tax IDs in the space below:

4. Is your organization certified as a Minority Business Enterprise (MBE) and/or Women's Business Enterprise (WBE)? (Select those that apply) ___ MBE ___ WBE

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 7.D.1. of this RFP as well as all other Terms, Conditions, and Evaluation Factors within this RFP;
- I acknowledge receipt of any and all amendments to this RFP, if any.

Sign: _____

Date: _____

(Must be signed by the individual identified in item #2 above.)

B. Campaign Contribution Disclosure Form

Requested Information: The Offeror must complete, sign, and submit this unaltered Campaign Contribution Disclosure Form provided below in its entirety. This mandatory requirement applies regardless whether a covered contribution was made or not made for the positions of Governor, Lieutenant Governor, or other identified officials.

Evaluation Criteria & Points Available: This Evaluation Factor is Pass or Fail only. No points are assigned. Failure to complete, sign, and submit the unaltered Campaign Contribution Disclosure Form will result in the Offeror's Proposal being deemed non-responsive. Non-responsive Offers will be disqualified and eliminated from further consideration.

Pursuant to the Procurement Code, Sections 13-1-28, et seq. NMSA 1978 and § 13-1-191.1 NMSA 1978 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency, local public body, or organization that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s): Governor of New Mexico and Lieutenant Governor

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

C. Organization and Key Personnel Qualifications

The Offeror must respond to Evaluation Factor “C” below based on the Requested Information. Responses will be scored and weighted based on the Evaluation Criteria and Points Available.

Requested Information: The Offeror must provide the following information describing the qualifications and experience of their Organization and Key Personnel. The response to this Evaluation Factor should not exceed one (1) page:

- Provide the business name of the Offeror, the Offeror’s federal tax classification type (e.g., individual, sole proprietor, Corporation, Partnership, LLC, Non-Profit Corporation, etc.), base of operations (city/town/village & state), number of years in business providing forestry services, and area of operation.
- Provide a brief history of the organization, the types of forestry services provided by the organization, any industry certifications & awards, a description of the organization’s experience providing services relevant to the CCWUI and Angel Fire Projects, and any other additional information deemed pertinent by the Offeror.
- Also list the business name, business tax classification type, and types of services provided for all proposed subcontractors.
- List Key Personnel from your organization who will be responsible for overseeing and/or performing implementation, project management, and/or administrative work and who will ensure that any assigned work is being fully and satisfactorily executed. Include as many or as few key personnel as applies to your organization. Provide a short biography for all listed key personnel that includes name, job title, education, training, any applicable certifications and licenses, years of experience, years with the organization, relevant work experience, and any other additional information deemed pertinent by the Offeror. This information for proposed subcontractor Key Personnel should also be included.

Evaluation Criteria: Based on the Offeror’s response to Evaluation Factor “C” in the Proposal Form, points will be awarded for:

- Including all items as requested above;
- For adhering to the specified page limit;
- The years, quality, relevancy, breadth, and extent of the Offeror’s and Key Personnel’s qualifications and experience; and
- The relevancy, thoroughness, clarity, and veracity of responses.

Years, quality, relevancy, and breadth of experience will be weighted more heavily than certifications and education.

Points Available: 20 points are available in response to this item.

Handwritten responses must fit in the space provided below in the PDF version of this RFP. Electronically completed responses must be completed in 11- or 12-point font in the Microsoft Word version of the Proposal Form. Responses must not exceed one (1) page for this Evaluation Factor.

D. Past Performance

The Offeror must respond to Evaluation Factor “D” below according to the Requested Information. Responses will be scored and weighted based on the Evaluation Criteria and Points Available.

Requested Information: The Offeror must provide the following information describing three (3) projects within the past five (5) years (calendar years 2019 to 2024) that illustrate experience in projects similar to the Scope of Work included in this RFP. Projects may be for public or private sector clients or other contractors. Projects may be completed or ongoing. The response to this Evaluation Factor should not exceed two (2) pages:

- Documentation of the three (3) projects shall include project title and location, client name, client’s project manager name (with contact name, job title, phone number, and e-mail address), contract value, project start & end dates, Offeror’s Key Personnel assigned to the project, and a Project Narrative describing the project.
- Each Project Narrative should describe:
 - The scope, scale, goals, and timeline of the project;
 - A description of the community/terrain/landscape where the project was located, the personnel & equipment utilized, and the work that was performed;
 - How the past performance is relevant to the Offeror’s ability to provide services on the CCWUI and Angel Fire Projects;
 - If the Offeror learned from and improved its services as a result of the experience; and
 - Any other additional information deemed pertinent by the Offeror.
- Offeror is responsible for ensuring that the provided contact information for the client’s project manager is current and valid. Inaccurate contact information that hinders verification of past performance may result in a deduction of points.

Evaluation Criteria: Based on the Offeror’s response to Evaluation Factor “D” in the Proposal Form, points will be awarded for:

- Including all items as outlined above and for adhering to the specified page limit;
- The relevancy, thoroughness, clarity, veracity, and extent of responses; and
- The ability of the Offeror to describe the projects, explain how their past performance is relevant to their ability to provide services on the CCWUI and Angel Fire Projects, and if the Offeror learned from and improved its services as a result of the experiences.

The Evaluation Committee may contact any or all references for verification of submitted information. Conflicting or negative feedback from one of the clients may result in a deduction of points or rejection of the Offeror’s Proposal on grounds of a Non-Responsive Offer.

Points Available: 25 points are available in response to this item.

Handwritten responses must fit in the space provided below in the PDF version of this RFP. Electronically completed responses must be completed in 11- or 12-point font in the Microsoft Word version of the Proposal Form. Responses must not exceed two (2) pages for this Evaluation Factor.

E. Personnel, Equipment, & Capabilities

The Offeror must respond to Evaluation Factor “E” below according to the Requested Information. Responses will be scored and weighted based on the Evaluation Criteria and Points Available.

Requested Information: The Offeror must provide the following information describing the capabilities of their organization and proposed subcontractors. The response to this Evaluation Factor should not exceed one (1) page:

- Overall numbers and types of personnel and equipment within the Offeror’s and subcontractors’ organizations that the Offeror proposes to utilize on the CCWUI and Angel Fire Projects. This includes equipment the Offeror plans to lease or rent. The Offeror should briefly describe the major pieces of equipment the Offeror and their subcontractors propose to utilize on the CCWUI and Angel Fire Projects.
- Types and numbers of personnel and/or equipment that typically mobilize and work together on a given project. This can be for projects both large and small. This includes:
 - Hand crews without equipment support;
 - Light equipment such as skid steers, chippers, and trucks that are supported by hand crews;
 - Heavy equipment such as: logging sides and associated support equipment; masticators; grinders; trucks; and earth moving equipment.
 - The Offeror should also describe the typical methods and work flow processes that these groupings of personnel and/or equipment employ to accomplish forestry work.
- The Offeror’s and subcontractors’ ability to perform the technical, project management, managerial, and administrative functions required by the Scope of Work for the CCWUI and Angel Fire Projects.
- Offeror should describe their capabilities with GIS, GPS/GNSS units, and other office and field based spatial systems for as it pertains to implementing, tracking, and documenting projects in the office and the field.
- Other relevant Offeror and subcontractor resources deemed noteworthy by the Offeror.

Evaluation Criteria: Based on the Offeror’s response to Evaluation Factor “E” in the Proposal Form, points will be awarded for:

- Including all items as outlined above;
- For adhering to the specified page limit;
- The relevancy, thoroughness, clarity, and veracity of responses;
- The clarity and thoroughness of the descriptions of personnel, equipment, implementation methods, and work flow processes;
- The consistency of the Offeror’s response to the Offeror’s submitted Rates Schedule in response to Evaluation Factor “F. Cost”;

Points Available: 25 points are available in response to this item.

Handwritten responses must fit in the space provided below in the PDF version of this RFP. Electronically completed responses must be completed in 11- or 12-point font in the Microsoft Word version of the Proposal Form. Responses must not exceed one (1) page for this Evaluation Factor.

F. Cost

The Offeror must respond to Evaluation Factor “F” below according to the Requested Information. Responses will be scored and weighted based on the Evaluation Criteria and Points Available.

Requested Information: The Offeror must respond to Evaluation Criteria “F” by completing the Rate Schedules provided below. This Proposal Form contains Rates Schedules for Equipment, Mobilization, and Personnel; blank Rates Schedules are provided below. Instructions for completing each Rate Schedule are also provided below. The Successful Offeror’s mutually agreed upon Rate Schedule will be added to their Agreement under the respective Project.

Offerors should provide the requested details and Hourly Rates for Personnel and Equipment that the Offeror and their Subcontractors propose to utilize on the CCWUI and Angel Project plus Mobilization Rates for Equipment. This includes Equipment that the Offeror currently owns plus Equipment the Offeror plans to rent, lease, or purchase in the future for use on the Projects. Offerors may add extra pages of the Equipment Rate Schedule as needed.

Rates are requested for calendar years 2024 through 2026 and shall be defined and listed as US Dollars. Hourly Rates shall include, as applicable, all associated costs listed in the “Hourly Rate” definition in Section 6.H.3. Submitted rates and Rate Schedules shall be subject to and reimbursed based on the terms and conditions set forth in Section 6 of this RFP, the Contracting Agreement Template in Appendix G, and all other terms and conditions contained within this procurement.

Evaluation Criteria: Based on the Offeror’s response to Evaluation Factor “F” in the Proposal Form, points will be awarded for:

- The ability of the Offeror to correctly complete the submitted Rate Schedules and the allowability of the submitted equipment and rates;
- The relevancy, thoroughness, clarity, and completeness of the Offeror’s submitted Rate Schedule;
- The consistency of the Offeror’s submitted Rate Schedules with the Offeror’s response to Evaluation Factor “E. Personnel, Equipment, & Capabilities”;
- Whether rates are reasonable relative to the CWA’s Fair Market Value estimates for the listed equipment, mobilization, and personnel;
- Whether rates are reasonable relative to the rates submitted by other Offerors for similar equipment, mobilization, and personnel.

Rates for different makes and models of the same or similar types of equipment may be compared and evaluated by dividing the Hourly Rate by the Horsepower.

Points: 30 points are available in response to this item.

Use the Rate Schedules provided below for your response. Add extra page(s) of the Equipment Rate Schedule as needed.

Equipment Rate Schedule Instructions:

The Offeror shall list the following information and Hourly Rates for Equipment they propose to utilize on the Project. Offerors may add extra page(s) of the Equipment Rate Schedule table as needed:

- Equipment Type: List the type of equipment. See Section 2.D for examples of types of equipment that might be necessary to implement the Scope of Work.
- Year(s): List the year the equipment was manufactured. If listing multiple pieces of equipment that otherwise have the same specifications and hourly rate, list the range of years in which these pieces of equipment were manufactured.
- Make & Model: List the Manufacturer and the Model Name/Number.
- Horsepower: List the horsepower rating.
- Attachment: List the attachments for the piece of equipment if applicable. If the piece of equipment has a hydraulically driven attachment(s), list the type, style, make, and/or model of the attachment head(s). If submitting different rates for more than one attachment on the same piece of equipment, please list these separately. Example: If listing a skid steer with the same rate for multiple attachments, then just list this skid steer once. If listing a skid steer with a different rate for different attachments, then list the skid steer as many times as is necessary to list all the rates.
- Notes: List pertinent notes related to this equipment's capabilities. Examples include synced tether, leveling cab, thumb, rippers, winch (not synced), hauling capacity (in tons, length, width, height, and/or volume), towed (i.e., is not self-propelled), etc.
- Hourly Rate: List the Hourly Rate in US Dollars per Billable Hour for calendar years 2024 through 2026.

Masticators with vertical shaft **disc style** mulching heads will not be allowed on the Projects under any circumstances due to safety reasons. Drum style mulching heads with horizontal shafts and deck style mulching heads with vertical shafts are acceptable.

Mobilization Rate Schedule Instructions:

The Offeror should provide a flat fee for Mobilization of Light Equipment, Heavy Equipment, and Equipment requiring Oversize/Overweight Permits for calendar years 2024 through 2026. If an Offeror does not foresee the need to mobilize one or more of these categories of equipment, the Offeror may list “N/A” or leave the category blank.

For work on the CCWUI and Angel Fire Projects under this RFP, these three categories are defined as follows:

1. “Light Equipment” is defined as any equipment weighing less than 14,000 pounds (lbs).
2. “Heavy Equipment” is defined as any equipment weighing more than 14,000 pounds.
3. “Equipment requiring an Oversize/Overweight Permit” is defined as any equipment requiring an Oversize/Overweight Permit for transport from the State of New Mexico.

Mobilization Rates shall include all costs associated with transporting one piece of Equipment to the Project Area from outside the Project Area. The Contractor may bill Mobilization Rate fees to the CWA under one of these Projects when a piece of Equipment is transported to the Project Area from outside the Project Area. Contractors must obtain approval from the CWA prior to mobilizing a piece of Equipment. Contractors should plan on leaving equipment onsite during the performance of an individual Task Order or back-to-back Task Orders. Demobilization charges will not be reimbursed. Charges for transporting Equipment outside of or back to the Project Area due to offsite maintenance will not be reimbursed by the CWA.

		Mobilization Rates		
		2024	2025	2026
1.	Light Equipment Mobilization Rate			
2.	Heavy Equipment Mobilization Rate			
3.	Rate for Equipment requiring Oversize/Overweight Permits			

Personnel Rate Schedule Instructions:

The Offeror should provide Hourly Rates per Billable Hour for the following types of Personnel for calendar years 2024 through 2026. If an Offeror does not foresee the need to utilize one or more of these categories of personnel, the Offeror may list “N/A” or leave the category blank. Hourly Rates shall include, as applicable, all associated costs listed in the “Hourly Rate” definition in Section 6.H. The following definitions apply to the requested Hourly Rates for the types of Personnel listed:

- Laborer: A laborer on the Project and/or swamper on a hand crew that is not a sawyer.
- Sawyer: A chainsaw operator on a hand crew.
- Equipment Operator: A personnel rate for occasions when an equipment operator is not actively running equipment.
- Foreman: Personnel that actively supervises a hand crew or saw crew of 2 or more employees onsite on a daily basis and/or an employee that actively supervises one or more “sides”, “sets”, pairs, or groupings of equipment onsite on a daily basis.
- Project Manager: Personnel that performs one or more of the following supervisory roles on a frequent (daily and at least weekly) basis:
 - Manages crew(s) and/or “sides”, “sets”, pairs, or groupings of equipment, but not necessarily as frequently as a Foreman;
 - Manages multiple aspects of the Project, including planning, logistics, scheduling, administration, invoicing, record keeping, etc;
 - Responsible for ensuring that the Scope of Work for the Project is being executed properly and on schedule;
 - Along with the Owner, a Project Manager serves as the primary Point of Contact between the CWA and the Successful Offeror’s organization, particularly for planning, logistics, scheduling, administration, invoicing, and record keeping;
 - A Project Manager may provide frequent (daily and at least weekly) supervision remotely but does not necessarily provide daily onsite supervision.
- Administrator: Personnel that provides frequent or infrequent administrative support to the Project, generally in an offsite office setting.
- Owner: An Owner / Principal of the Offeror’s entity / organization. An Owner may perform many Project Manager and Administrative tasks.

	Hourly Rates		
	2024	2025	2026
Laborer			
Sawyer			
Equipment Operator			
Foreman			
Project Manager			
Administrator			
Owner			

Appendix C: Example Certificate of Insurance and UEI and SAM.gov Verification

Below is are examples of 1) a Certificate of Insurance and 2) a PDF of verification from SAM.gov that shows a Unique Entity Identification (UEI) and proof of active registration that is in good standing.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/07/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

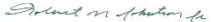
PRODUCER Conservation United PO Box 759 Higley AZ 85236	CONTACT NAME: Leslie Babcock	PHONE (A/C No, Ext): (855) 570-2797	FAX (A/C, No): (602) 388-8110
	E-MAIL ADDRESS: leslie@insuranceunited.com		
INSURED Cimarron Watershed Alliance PO Box 626 Cimarron NM 87714	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: LIO		
	INSURER B: New Mexico Southwest Casualty Company		
	INSURER C: Lloyds of London		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 2025-04/11 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		LIO1100004347-00	04/11/2024	04/11/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/AGG \$ 2,000,000 Professional Liability \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		LIO1100004347-00	04/11/2024	04/11/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	0097957.107	03/26/2024	03/26/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	D&O/EPLI		C-4LPO-082940-MLPSME-2024	04/11/2024	04/11/2025	Each Occurrence \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Evidence of Insurance Cimarron Watershed Alliance PO Box 626 Cimarron NM 87714	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2016/03)

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CIMARRON WATERSHED ALLIANCE, INC.

Unique Entity ID EBDHUAEC4M65	CAGE / NCAGE 7PKY2	Purpose of Registration Federal Assistance Awards Only
Registration Status Active Registration	Expiration Date Sep 5, 2024	
Physical Address 301 E 9TH ST Cimarron, New Mexico 87714-4027 United States	Mailing Address P.O. Box 626 Cimarron, New Mexico 87714-0626 United States	

Business Information

Doing Business as CIMARRON WATERSHED ALLIANCE INC	Division Name (blank)	Division Number (blank)
Congressional District New Mexico 03	State / Country of Incorporation New Mexico / United States	URL www.cimarronwater.org

Registration Dates

Activation Date Sep 8, 2023	Submission Date Sep 6, 2023	Initial Registration Date Aug 18, 2016
---------------------------------------	---------------------------------------	--

Entity Dates

Entity Start Date Jun 10, 2004	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?
No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:
Yes

Entity Types

Business Types		
Entity Structure Corporate Entity (Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure Non-Profit Organization		

Socio-Economic Types

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Other Entity Qualifiers

Community Development Corporation

Financial Information

Accepts Credit Card Payments No	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 7PKY2

Points of Contact

Electronic Business

Richard Smith	P.O. Box 626 Cimarron, New Mexico 87714 United States
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Government Business

Richard Smith	P.O. Box 626 Cimarron, New Mexico 87714 United States
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Service Classifications

NAICS Codes

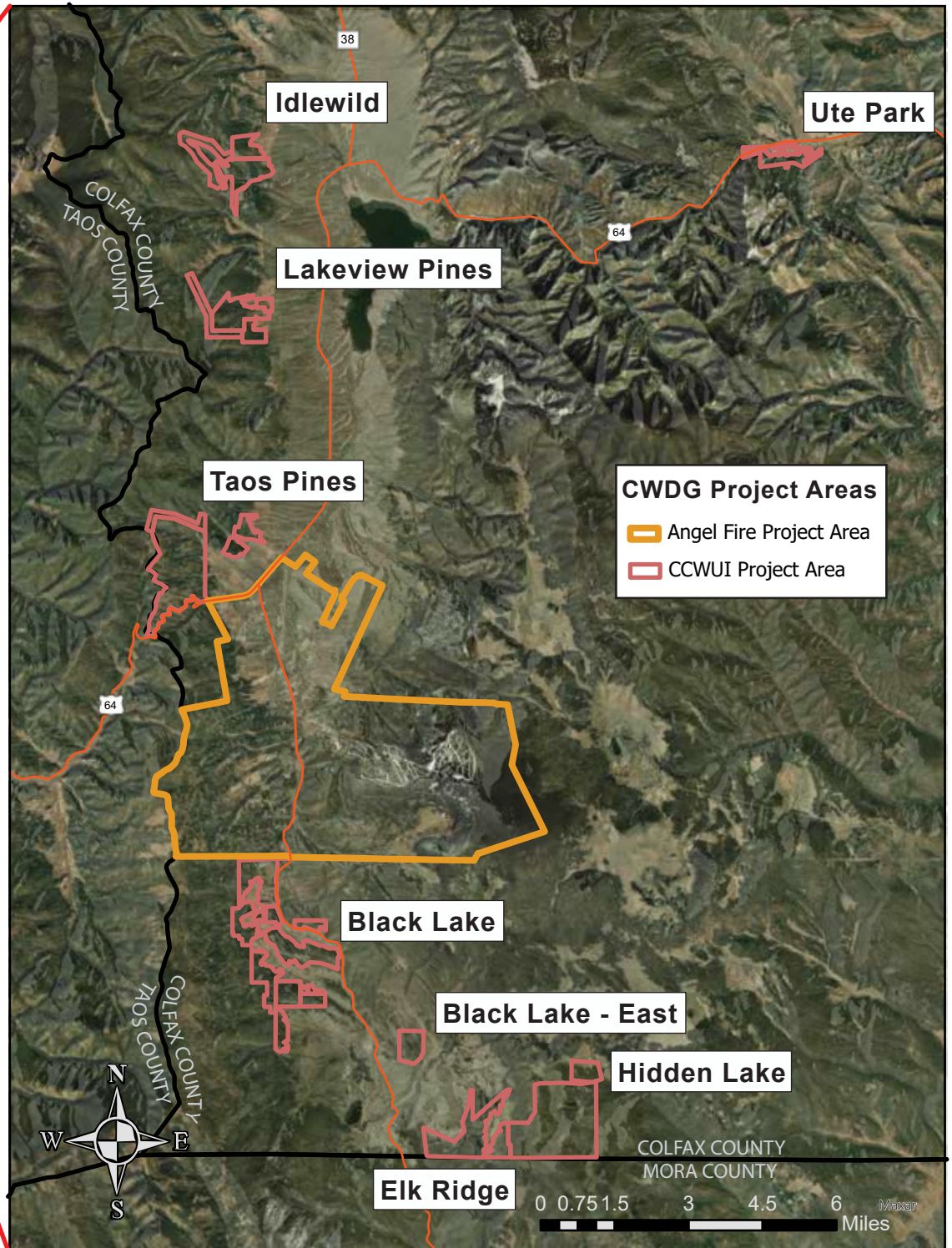
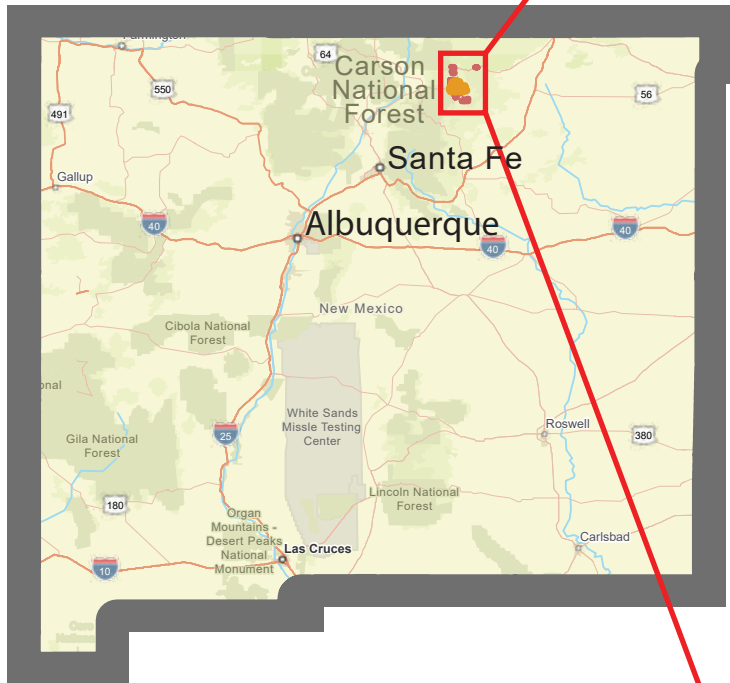
Primary	NAICS Codes	NAICS Title
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Disaster Response

This entity does not appear in the disaster response registry.

Appendix D: CCWUI and Angel Fire Project Areas Map

Cimarron Watershed Alliance Community Wildfire Defense Grant Project Areas - Colfax Co., NM



Appendix E: Legal Notice

Legal Notice of Request for Proposals (RFP) # CWA-2024-02.

The Cimarron Watershed Alliance, Inc. (CWA), a Colfax County, New Mexico, based 501(c)(3) non-profit corporation, seeks competitive sealed Proposals from qualified individuals or firms (Offerors) to forestry services to implement fuels reduction and forest restoration work on privately owned lands under the Colfax Collaborative Wildland Urban Interface Project (“CCWUI Project”) and the Angel Fire Community Protection Project (“Angel Fire Project”).

In general, forestry services to be procured and contracted as a result of this RFP procurement include fuels reduction and forest restoration work. This includes work such as implementing defensible space, fuels reduction, fuel breaks, forest thinning, site cleanup and rehabilitation, and other supporting activities. Work implemented by contractors will utilize hand crews, light equipment, and heavy equipment.

Contracts issued for the CCWUI Project may total up to six million dollars (\$6,000,000) or more. Contracts issued for the Angel Fire Project may total nearly eight million dollars (\$8,000,000) or more. Some of this funding will be awarded under this RFP, and the remaining funding will be awarded under future RFPs.

The RFP was issued on August 9, 2024. Copies of the RFP can be obtained at the CWA’s website at www.cimarronwater.org or by emailing a request to cimarronwater@gmail.com. Written questions regarding this RFP may be submitted to the CWA via email at cimarronwater@gmail.com.

The CWA will conduct an optional hybrid Pre-Proposal Conference beginning at 1:00 pm MDT on Monday, August 19, 2024 to provide Potential Offerors an opportunity to ask questions about this RFP.

The in-person portion of the Pre-Proposal Conference will be at the Eagle Nest Community Center located at 151 Willow Creek Dr, Eagle Nest, NM 87718.

Potential Offerors may also join the hybrid Pre-Proposal Conference virtually over **Zoom** by logging in using the following information:

<https://us06web.zoom.us/j/84091437642?pwd=jcCngTfPbwNCwTx7HmBj7mS36JqxaM.1>

Meeting ID: 840 9143 7642

Passcode: 656494

Join via telephone: 720-707-2699

Offeror’s completed Proposals must be submitted by 3:00 pm Mountain Daylight Time (“MDT”) on Monday, September 9, 2024, per the terms and conditions specified in the RFP.

Any Proposal received after the date and time specified will be deemed non-responsive. Non-responsive Proposals will be disqualified and eliminated from further consideration. All qualified Offerors will

receive consideration of contract(s) without regard to race, color, religion, sex or national origin or other protected class. The CWA reserves the right to reject any or all Proposals, and waive all formalities.

Legal Notice Published in the following publications:

- Albuquerque Journal
- Las Vegas Optic
- Taos News

Appendix F: Defensible Space and Forest Thinning Guidelines

Work implemented under the Projects must follow the Project Goals and Objectives listed in Section 2 and the Project's Defensible Space Guidelines and Forest Thinning Guidelines. The CCWUI Project's Defensible Space Guidelines and Forest Thinning Guidelines are included on the following pages. While Guidelines have not yet been approved for the Angel Fire Project, they will be very similar to those of the CCWUI Project.

CCWUI PROJECT DEFENSIBLE SPACE GUIDELINES

As a condition of participating in the CCWUI Project, the Landowner will have to agree to implement on their property the following CCWUI Defensible Space Guidelines within the Home Ignition Zone. The Home Ignition Zone concept was developed by retired USDA Forest Service fire scientist Jack Cohen in the late 1990s, following breakthrough research into how homes ignite during wildfires. The Home Ignition Zone begins with major structures and extends outward at least 100 feet (up to 200 feet on steep slopes) and is divided into three smaller Zones: the Immediate, Intermediate, and Extended Zones.

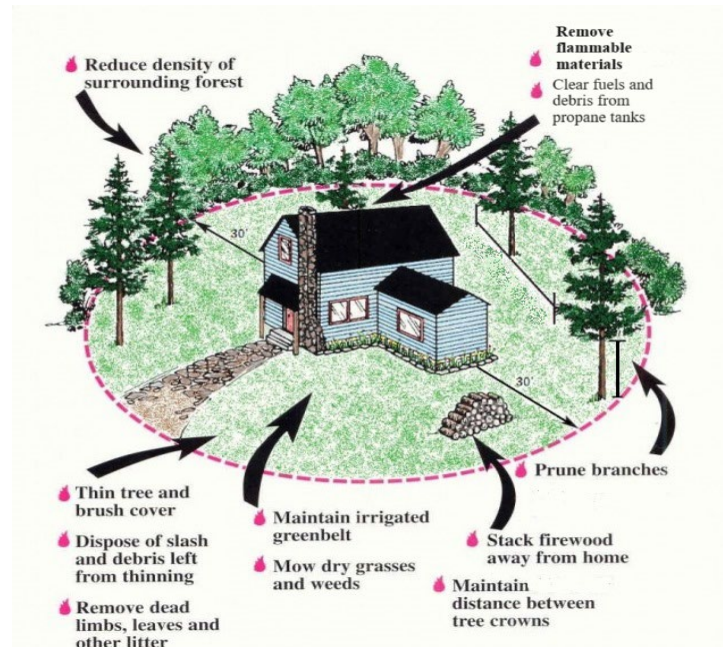


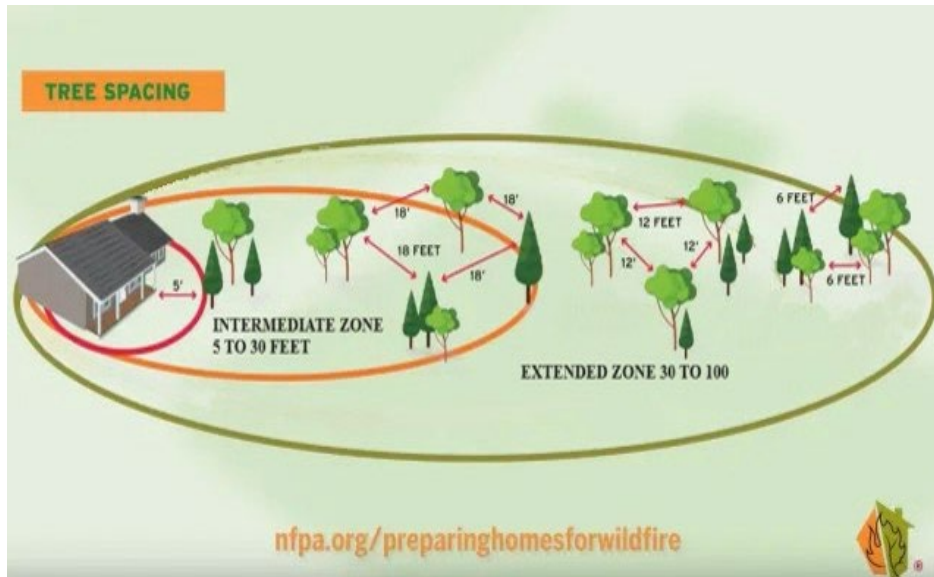
Immediate Zone: This Zone includes major structures and areas 0 to 5 feet from structures

- Remove all dead and down fuels, trees, and flammable materials.
- Remove small conifers, brush, and ladder fuels growing under larger trees.
- Remove all vegetation, fuels, and flammable materials from within 5 feet of out buildings and structures.
- For trees located 30 to 60 feet from major structures (up to 120 feet on steep slopes): Remove conifer trees such that the canopy spacing between individual trees or clumps of trees is at least 12 feet.
- For trees located 60 to 100 feet from major structures (up to 200 feet on steep slopes): Remove conifer trees such that the canopy spacing between individual trees or small clumps of trees is at least 6 feet.

Intermediate Zone: This Zone includes an area 5 to 30 feet from structures but may extend out to 60 feet on steep slopes.

- Clear vegetation, debris, and fuels from under and around stationary propane tanks.
- Remove all dead and down fuels, trees, and flammable materials.
- Remove small conifers, brush, and ladder fuels from under larger trees. Prune limbs on larger trees 6 to 10 feet from the ground.
- Thin conifer trees such that the canopy spacing between individual trees or small clumps of trees is at least 18 feet.
- Thin conifer trees when the canopy is within 10 feet of a major structure.
- Trees and shrubs in the intermediate zone should be limited to a few individual trees/shrubs or a few small groups of trees/shrubs.





Extended Zone: This Zone includes the area 30 to 100 feet from structures but may extend out to 200 feet on steep slopes.

- Remove all dead and down fuels, trees, and flammable materials.
- Remove small conifers, brush, and ladder fuels growing under larger trees.
- Remove all vegetation, fuels, and flammable materials within 5 feet of out buildings and structures.
- For trees located 30 to 60 feet from major structures (up to 120 feet on steep slopes): Remove conifer trees such that the canopy spacing between individual trees or small clumps of trees is at least 12 feet.
- For trees located 60 to 100 feet from major structures (up to 200 feet on steep slopes): Remove conifer trees such that the canopy spacing between individual trees or small clumps of trees is at least 6 feet.

Fire-Suppressed Forest



Ecologically Managed Forest



Note: This is not a list of all Firewise Defensible Space Guidelines but a list of practices that will be funded and implemented under the CCWUI Project. For a full list of Firewise Defensible Space Guidelines, please visit:

<https://www.nfpa.org/en/education-and-research/wildfire/preparing-homes-for-wildfire>



CCWUI PROJECT FOREST THINNING GUIDELINES

As a condition of participating in the CCWUI Project, the Landowner will have to agree to implement on their property the following CCWUI Project Forest Thinning Guidelines to reduce wildfire risk and improve overall forest health. These Guidelines are for implementing work outside of the Home Ignition Zone.

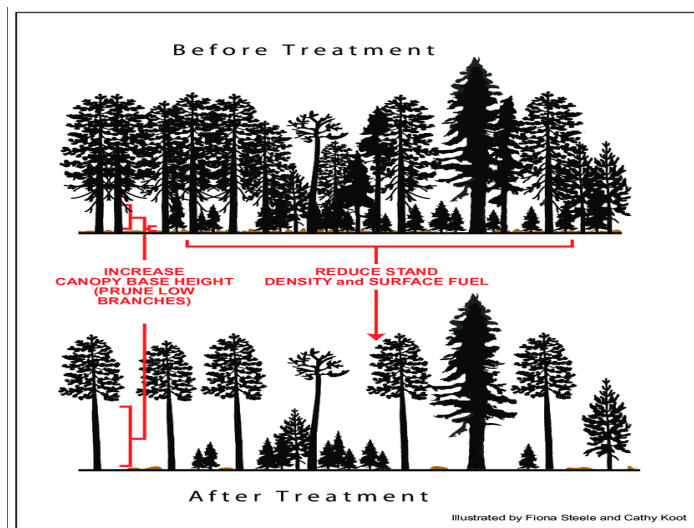


Piñon-Juniper Forest Type

- Treatments in Piñon-Juniper forests will often be site specific and are determined by wildland urban interface and defensible space factors, site conditions, ecosystem type, and landowner preferences.
- In general, Piñon-Juniper understory will be thinned where it has encroached into meadows, savannahs, and grasslands as well as Ponderosa Pine and Mixed Conifer forest types.
- In most cases, limited thinning will occur in Piñon-Juniper forests that are rocky, barren, contain little grass, and/or not prone to regular historic wildfires. The exception is within the Home Ignition Zone.

General Guidelines for all Forest Types

- Older, larger, mature trees 18" to 24" in diameter and larger will generally be left.
- Areas with conifer encroachment will generally be thinned.
- Depending upon Landowner preference, a few snags (standing dead trees) per acre will be left for wildlife habitat. Otherwise, standing dead and down trees and fuels will generally be chipped, masticated, piled, lopped and scattered, cut and stacked for firewood onsite, or hauled offsite.
- Dying, diseased, insect infested, and poor-quality trees will generally be removed.



Ponderosa Pine and Mixed Conifer Forest Types

- Most forests within the CCWUI Project Area fall into these forest types. In general, Ponderosa Pine and Mixed Conifer forests will be thinned to basal areas of 40 to 80 square feet per acre. Drier sites will tend to be on the lower end of the range, and wetter sites will tend to be in the middle or upper end of this range.
- Thinning treatments will focus on establishing uneven aged stands of healthy trees with diversity in tree species, size, and age.
- Existing and historic openings/gaps in the forest will generally be enhanced and expanded. Naturally and historically dense clumps of uneven aged trees will generally be thinned lighter to maintain higher densities.



Aspen Trees

- Aspen trees occur in Mixed Conifer and Spruce-Fir Forest Types. In general, Aspens do not pose a high wildfire risk to structures or the landscape.
- Treatments within and adjacent to aspen stands will often focus on removing conifers and promoting aspen regeneration.
- Depending upon site conditions, Landowner preference, and access, dead and down fuels may be treated and/or removed from within aspen stands.

Spruce-Fir Forest Type

- Trees in Spruce-Fir Forests are prone to windthrow (blown down, uprooted trees) when stands are selectively thinned. Selective thinning treatments in this forest type will be conservative and will focus on treating, thinning, and/or removing dead and down, dying, diseased, and insect infested trees. Selective thinning treatments may also be implemented with multiple treatment entries spaced several years apart.
- A successful treatment approach in spruce-fir forest types is patch cuts. Many fuel breaks are considered patch cuts. Depending upon site conditions and Landowner preference, patch cut treatments will often be utilized in this forest type, including in the Home Ignition Zone.



Individual Tree Marking: **“CUT TREES”** that are to be removed or **“LEAVE TREES”** that are not to be removed will be individually marked with brightly colored paint and/or flagging. When using this method, the markings must be consistent, e.g., mark only **“CUT TREES”** or only **“LEAVE TREES”**.

- **“CUT TREES”** that are to be removed will be marked in **ORANGE** paint and/or flagging.
- **“LEAVE TREES”** that will not be removed will be marked in **BLUE** paint and/or flagging.

Appendix G: Contract Template

Appendix G contains the Contract Template between the CWA and Successful Offerors and includes the full Contracting Agreement Terms and Conditions pertinent to the Projects. The CWA reserves the right to negotiate provisions in addition to those contained in this RFP with any Offeror. The contents of this RFP, as revised or supplemented, and Successful Offerors' Proposals will be incorporated into and become part of any resultant contract.

Any award is contingent upon the negotiation of an Agreement acceptable to the CWA in its sole discretion. Any Agreement will include the Scope of Work contained in Section 2 of this RFP and the Successful Offeror's mutually agreed upon Rate Schedule.

While most advantageous Offerors may, within reason, propose alternate Terms and Conditions to their contracts with the CWA during the contract negotiation process, the Terms and Conditions listed in Section 6 that are included in the Appendix G Contract Template will not be open to negotiation.

In the event mutually agreeable Terms and Conditions cannot be reached with an apparent most advantageous Offeror during the contract negotiation process within thirty (30) calendar days, the CWA reserves the right to terminate contract negotiations with the Offeror and to finalize Contracting Agreements with other most advantageous Offerors without undertaking a new procurement process.

Funding for the CCWUI and Angel Fire Projects is USDA Forest Service funds that is being administered by the State of New Mexico Energy, Minerals and Natural Resources Department (EMNRD) Forestry Division. The CWA entered into an agreement with EMNRD on November 14, 2023, to implement the CCWUI Project. An agreement for the Angel Fire Project is pending and is expected to be executed in the Fall of 2024. Accordingly, the CWA, Successful Offerors, Landowners, and the Projects are bound by and fall under the guidelines, rules, and regulations of [2 CFR 200](#), the USDA Forest Service, and the State of New Mexico Energy, Minerals and Natural Resources Department (EMNRD) Forestry Division.

Cimarron Watershed Alliance, Inc.
CONTRACTING AGREEMENT (AGREEMENT)
Colfax Collaborative Wildland Urban Interface Project (“CCWUI Project”)
-or-
Angel Fire Community Protection Project (“Angel Fire Project”)

THIS AGREEMENT is made and entered into by and between the Cimarron Watershed Alliance, Inc. (“CWA”), a 501(c)(3) nonprofit, and [REDACTED] (“Contractor”) and collectively referred to as the “Parties.”

A. WHEREAS, the CWA has been awarded \$8,048,150 under the USDA Forest Service, State and Private Forestry, Fiscal Year 2022 Community Wildfire Defense Grant (“CWDG”) Program for the Colfax Collaborative Wildland Urban Interface Project (“CCWUI”, “CCWUI Project”, “Project”). This Project aims to reduce wildfire risk by implementing defensible space, forest thinning, and fuel reduction work in nine designated communities within Southwest Colfax County.

B. WHEREAS, CWDG Program funding for the CCWUI Project is USDA Forest Service funds that is being administered by the State of New Mexico Energy, Minerals and Natural Resources Department (“EMNRD”) Forestry Division. The CWA entered into an agreement with EMNRD on November 14, 2023, to implement this Project. Accordingly, the CWA, the Contractor, the Landowners, and the Project are bound by and fall under the guidelines, rules, and regulations of [2 CFR 200](#), the USDA Forest Service (“USFS”), and the State of New Mexico EMNRD Forestry Division.

C. WHEREAS, due to the large size, scale, and scope of the Project, it is unreasonable and undesirable for one single Contractor to support the CWA in implementing the Scope of Work for one or both of these Projects. Due to the high variability in forest type, forest density, slope, terrain, site conditions, and implementation methods within the Project Areas, requesting Bids or Proposals based on a cost per acre or any other method besides Time and Materials (“T&M”) would be extremely difficult and complicated. Accordingly, the CWA intends to issue multiple Not to Exceed (“NTE”) Time and Materials (“T&M”) Contract awards for the implementation of contracted forestry services on this Project to competitively procured contractors.

D. WHEREAS, Contractor has certain skills and abilities needed by the CWA.

E. WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 et. seq., Procurement Code Regulations, NMAC 1.4.1 et. seq. and 2 CFR Part 200, the Contractor was competitively procured under Request for Proposals (“RFP”) # CWA-2024-02, has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein, and has been selected as a most advantageous Offeror to the CWA.

F. WHEREAS, all terms and conditions of RFP # CWA-2024-02 and the Contractor’s response to such document(s) are incorporated herein by reference.

G. WHEREAS, Contractor is an independent Contractor willing to provide services to the CWA for the period contemplated by their agreement on a non-exclusive basis.

NOW, THEREFORE, the Parties agree as follows:

1. Scope of Work.

The Contractor shall support the CWA in implementing the **Colfax Collaborative Wildland Urban Interface Project (“CCWUI Project”)** as outlined in the Scope of Work located in Attachment A, attached hereto and incorporated herein by reference.

Contractor agrees to conscientiously render services as outlined in the attached Scope of Work. Contractor is to devote their reasonable efforts and abilities thereto, at such time during the term hereof, and in such reasonable manner, as the CWA and Contractor shall mutually agree, it being acknowledged that Contractor's services shall be on a non-exclusive basis.

The CWA and the Contractor shall commit to executing all work and tasks to a professional standard, ensuring work is completed with care, skill, and diligence reflective of industry norms. This includes adhering to or surpassing the New Mexico EMNRD Forestry Division’s Forest Practices Guidelines in NMAC 19.20.4. Contractors shall guarantee they are fully equipped, qualified, and unencumbered by external obligations that could hinder fulfilling their Agreements and the Scope of Work under the Project.

It is not expected by the CWA that Contractors will have sole responsibility for meeting the stated Scope of Work. The CWA, Landowners, and Contractors will work together collaboratively to use effective and efficient approaches in meeting the Scope of Work.

As the Awardee and Project Manager for the Project, the CWA will act as the liaison between the Contractor and Landowners. The CWA shall have the final say in all decisions on the Project.

2. Compensation.

CWA shall pay Contractor for services satisfactorily performed pursuant to this Agreement, the Scope of Work in Attachment A, and the Contractor’s Rate Schedule in Attachment B. The CWA shall pay to the Contractor in full payment for services and/or deliverables satisfactorily performed as identified in the Scope of Work, such compensation **not to exceed [INSERT AMOUNT] (\$XX,XXX.XX) including NM Gross Receipts Tax.** Rates charged shall match the agreed upon rates shown in the Rate Schedule in Attachment B. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the CWA when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

3. Term.

This Agreement becomes effective on the last signature date of the Parties and shall terminate on the **31st day of December, 2026**, unless terminated or replaced earlier pursuant to Section 7 Termination, Section 8 Appropriations, or other terms and conditions of this Agreement and the Scope of Work.

4. Finalist Letter.

The most advantageous Offerors under the RFP will be notified of their status as a Finalist for award under this Procurement by a Finalist Letter issued via electronic mail (“email”). Finalists will have thirty (30) calendar days to provide the following Agreement related documents to the CWA:

- A. A signed Contracting Agreement*
- B. The Offeror’s Certificates of Insurance showing proof of the coverages listed in Section 32 and naming the CWA as additional insured
- C. The Offeror’s Unique Entity Identification (UEI) issued by SAM.gov
- D. BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION (“Byrd Certification”)*
- E. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (“Responsibility Certification”)*
- F. The Offeror’s correctly completed W-9

*Documents A, D, & E will be provided to the Finalists by the CWA.

5. Notice to Proceed.

Execution of a Contracting Agreement between the CWA and a Contractor does not guarantee approval of the award. Final approval of awards lies with the State of New Mexico EMNRD Forestry Division. Once the CWA has received consent from EMNRD Forestry Division to subcontract with a Contractor, the CWA will issue a Notice to Proceed to the Contractor. Contractors should not begin incurring costs until they receive a Notice to Proceed from the CWA.

6. Task Orders, Practice Plans, & Assignment of Work to Contractors.

Execution of a Contracting Agreement between a Contractor and the CWA and issuance of a Notice to Proceed under the Project does not guarantee assignment of work. Work to be performed by Contractors under executed Agreements on these Projects will be assigned by issuing a Task Order to the Contractor. Task Orders will also include a Not to Exceed (NTE) dollar amount.

Task Orders will detail and document the work to be performed by the Contractor on one or more Landowner’s private properties within the relevant Project Area. When multiple properties are included in a Task Order, the properties will generally be near or adjacent to one another.

The work to be completed on each individual Landowner’s private property will be detailed and documented in a Practice Plan, agreed to by the CWA and the Landowner. Practice

Plans will outline treatments to be applied, methods to be used, and areas to be treated. Practice Plans will typically include the following information:

- Property Details and Assessment: Details and an assessment of the property.
- Treatment Plan: Specifies what work will be done, including the types, sizes, and species of vegetation to be managed. It also outlines the methods and equipment to be used.
- Tree Marking Guidelines: Where necessary, "**CUT TREES**" to be removed or "**LEAVE TREES**" to be preserved will be individually marked with **ORANGE** and **BLUE** paint or flagging respectively.

Practice Plans are developed during a site visit between the Landowner (or their Agent) and a trained CWA Representative and are tailored to site conditions and Landowner preferences. Task Orders will be accompanied by the Practice Plans for each individual Landowner's private property included under the Task Order. Task Orders may also include one or more Summaries of the Practice Plans for multiple properties when said properties have similar Practice Plans.

Task Orders will also contain a listing of the Names of the Landowners' private properties that are included under the Task Order, their location (physical address, community, lot number if applicable, and Latitude & Longitude), and approximate acreages if necessary. As needed, Task Orders may contain printed maps of the properties and areas to be treated. Digital maps of the treatment areas, such as georeferenced PDF maps for Avenza, can be provided with Task Orders as needed.

The locations of treatment areas, property boundaries, utilities (including buried utilities), and other pertinent on-the-ground locations will be marked as needed in the field by the CWA or the Landowners, will be documented in the Practice Plans and Task Orders, and will be communicated to the Contractor. The CWA and a Contractor may conduct a site visit of the treatment area to be included under a Task Order during the process of developing and assigning a Task Order to the Contractor.

Contractors will be selected for work on individual Task Orders and Task Orders will be issued through the following selection method:

- A. Suitability of services to perform the work required under a Task Order;
- B. Ability to perform the work within the required timeframe;
- C. Past performance working for the CWA;
- D. Ranking of their most recent Proposal relative to other Contractors under the Project's RFP(s) (i.e., Contractors with higher ranking Proposal scores will be contacted first)

The CWA will do their best to issue Task Orders that maximize the individual Contractor's efficient mobilization and travel time from their base of operations based on the services the Contractor will be providing. (i.e, The CWA will do our best to issue Task Orders that will require one or more consecutive days, weeks, or months of work for the Contractor to complete based on the services (crew size, numbers and types of equipment, etc.) that the Contractor will be providing so that the Contractor can mobilize and travel efficiently.)

7. **Termination.**

A. **Grounds.** The CWA may terminate this Agreement for convenience or cause. Contractor may only terminate this Agreement based upon the CWA's uncured, material breach of this Agreement.

B. **Notice; CWA Opportunity to Cure.**

1. Except as otherwise provided in Section 7(B)(3), CWA shall give Contractor written notice of termination at least 30 days prior to the intended date of termination.

2. Contractor shall give CWA written notice of termination at least 30 days prior to the intended date of termination, which notice shall (i) identify all CWA's material breaches of this Agreement upon which the termination is based and (ii) state what CWA must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if CWA does not cure all material breaches within the 30-day notice period or (ii) in the case of material breaches that cannot be cured within 30 days, CWA does not, within the 30-day notice period, notify Contractor of CWA's intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to Contractor (i) if Contractor becomes unable to perform the services contracted for, as determined by CWA; (ii) if, during the term of this Agreement, Contractor is suspended or debarred by the State Purchasing Agent; (iii) the Agreement is terminated pursuant to Section 8, Appropriations, of this Agreement; or (iv) this Agreement is terminated pursuant to Section 15, Conflict of Interest; Governmental Conduct Act, Paragraph C, of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, CWA's sole liability upon termination shall be to pay for acceptable work performed prior to Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. Contractor shall submit an invoice for such work within 30 days of receiving or sending the notice of termination. This provision is not exclusive and does not waive CWA's other legal rights and remedies caused by contractor's default/breach of this Agreement.

D. **Termination Management.** Immediately upon receipt by either CWA or Contractor of notice of termination of this Agreement, Contractor shall:

1. Not incur any further obligations for salaries, services, or any other expenditure of funds under this Agreement without CWA's written approval;

2. Comply with all directives CWA issues in the notice of termination as to the performance of work under this Agreement; and

3. Take such action as CWA shall direct for the protection, preservation, retention, or transfer of all property titled to CWA and records generated under this Agreement. All

property procured under this Agreement shall be used and disposed of in accordance with the United States Department of Agriculture, Forest Service (USFS) regulations.

8. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by EMNRD and the USFS for the performance of this Agreement. If sufficient appropriations and authorization are not made by EMNRD and the USFS, this Agreement shall terminate immediately upon written notice being given by CWA to Contractor. CWA's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

9. Status of Contractor.

Contractor and its subcontractors, agents, and employees are independent contractors performing professional services for CWA and are not employees of the CWA. Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the CWA as a result of this Agreement. Contractor acknowledges that all sums received hereunder are reportable by Contractor for tax purposes, including without limitation, self-employment and business income tax. Contractor may not, does not have the authority to, and agrees not to purport to bind the CWA unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

10. Assignment.

Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without CWA's prior written approval. Any attempted assignment or transfer of its obligation, including the subcontracting out of any work, without such consent shall be wholly void, and shall give the CWA, in its sole discretion, the option to terminate this Agreement and withhold any and all compensation due Contractor. No assignment or transfer, even with the consent of the CWA, shall relieve the Contractor of their obligations incurred pursuant to the terms of this Agreement.

11. Subcontracting.

The use of subcontractors is allowed. The Contractor shall be wholly responsible for the entire performance of the Contracting Agreement whether or not subcontractors are used. The Offeror must identify in the Proposal Form any subcontractors that will be used in the performance of this project. The CWA reserves the right to reject the use of any subcontractors it deems not to be in the CWA's best interest. Additional subcontractors may not be added to an executed Agreement after the submission of the Contractor's Proposal. No such subcontract shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the CWA. Any subcontract agreement shall include all provisions necessary to allow Contractor to meet its obligations and requirements under this Agreement and all provisions required by law.

12. Release.

Final payment of the amounts due under this Agreement shall operate as a release of CWA, its officers and employees, EMNRD Forestry Division, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

13. Confidentiality.

Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential by Contractor and shall not be made available to any individual or organization by Contractor without CWA's prior written approval. The Contractor agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the CWA's written permission.

14. Product of Service -- Copyright.

All materials developed or acquired by Contractor under this Agreement shall become the property of the CWA and shall be delivered to CWA no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of Contractor.

15. Conflict of Interest; Governmental Conduct Act.

A. Contractor represents and warrants that Contractor presently has no interest and, during this Agreement's term, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. Contractor further represents and warrants that Contractor has complied with, and, during this Agreement's term, shall continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 through 10-16-18.

16. Amendment.

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

17. Merger.

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

18. Penalties for Violation of Law.

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. The New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

19. Equal Opportunity Compliance.

Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin,

ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation, or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

20. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to New Mexico's choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G). By execution of this Agreement, Contractor acknowledges and agrees to the exclusive jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of this Agreement's terms.

21. Records and Financial Audit.

Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them for a period of six (6) years from the date of final payment under this Agreement. Contractor further agrees to include in all subcontracts hereunder the same right of inspection and audit against all subcontractors. The CWA and EMNRD shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the CWA's and EMNRD's right to recover excessive or illegal payments. In CWA's, EMNRD's, the USFS's, or the State Auditor's sole discretion, the periods of inspection and audit may be extended for records, which relate to litigation or settlement of claims arising out of performance of this Agreement and costs and expenses of this Agreement for which exception is under consideration by the USFS or any authorized representative and shall continue until all potential litigation, appeals, claims, or exceptions have expired or been resolved.

22. Indemnification.

The CWA and the Contractor agree to indemnify and hold harmless the Landowner and their representatives from all claims arising from personal injury, property loss, or damage due to CWA's performance under this agreement, except when such claims result from the negligence or misconduct of the Landowner, including without limitation, liability for any unsafe working conditions at the property known to the Landowner. The CWA and Contractor are solely responsible for determining safe working conditions for their personnel and assume full responsibility for the risk of bodily injury, death or property damage throughout the forest thinning and fuels reduction process. The Contractor agrees and acknowledges that the forest thinning and fuels reduction may be inherently dangerous and hereby knowingly and voluntarily assume all risk associated with such activity. The Contractor, on behalf of its employees, representatives, consultants, subcontractors, and their related parties agree to indemnify, defend, and hold harmless the CWA, the Landowner, and their shareholders, directors, officers, employees, representatives, agents, subcontractors, successors-in-interest, and assigns, individually and collectively, from and against any and all claims of personal injury (including death and claims for wrongful death), real and/or personal property loss, real and/or personal property damage, cost, or expense, including attorneys' fees, by reason of the CWA's and the

Contractor's (i) performance of forestry work and any other services under this Agreement (except in cases of exclusive gross negligence, recklessness or intentional misconduct by the Landowner); (ii) breach of this Agreement; (iii) negligence, recklessness or intentional misconduct with respect to the performance of this Agreement, and/or (iv) actions, inaction, activities, or omissions occurring on or in the area of the Project Area or the Landowner's property.

23. Default/Breach and Force Majeure.

A. In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency and the State of New Mexico may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring Agency and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

B. The CWA reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the CWA, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the CWA due to the Contractor's default. The Contractor 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 Contractor; 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 CWA shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the CWA provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

24. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

25. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict performance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. Notices; Project Manager and Contract Administrator.

A. Except as otherwise specified herein, all notices hereunder shall be in writing and shall be given to the relevant party at its electronic mail address or mailing address set forth below, or such other address as such party may hereafter specify by written notice to the other given by courier, by United States certified or registered mail, or by e-mail or by other telecommunication device capable of creating a written record of such notice and its receipt.

To the CWA:

Rick Smith, Project Manager and Executive Director
Cimarron Watershed Alliance, Inc.
P.O. Box 626, Cimarron, NM 87714
662-312-1678, rcsmith3@gmail.com

To the Contractor:

B. Unless otherwise specified herein, the representatives listed above will serve as the Project Manager and Contract Administrator for the CWA and the Contractor respectively.

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on Contractor's behalf and Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding agreement.

28. Acknowledgement.

Contractor shall acknowledge the CWA, EMNRD, and USDA Forest Service as co-sponsors and funding sources in all news releases, programs, proceedings, and related publicity/publications for the Project.

29. Attorneys' Fees and Costs.

Contractor agrees that if Contractor is found by a court of competent jurisdiction to have breached this Agreement, or any amendments hereto, or to have committed any tortious act relating to the scope of this Agreement, the CWA may recover from Contractor reasonable attorneys' fees and costs in connection with pre-litigation enforcement efforts, litigation brought to obtain such judicial determination, or any appeal of such determination, and to collect any judgment.

30. Minimum Wage Rate.

If applicable, Contractor shall comply with minimum wage rates as established by the New Mexico Department of Workforce Solutions, Labor Relations Division, and with all other applicable requirements of that department, including posting of the wage rates in a prominent location on the site of hiring for and performance of this Agreement.

31. Compliance with Funding Source Conditions.

Contractor shall comply with all applicable state and federal statutes and rules or regulations imposed as a consequence of funding pursuant to this Agreement.

Because the Project is funded with federal dollars, Contractor shall also comply with the following clauses in the performance of this Agreement:

A. Compliance with use of Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) - Contractor shall take affirmative steps to assure that MBEs and WBEs are used when possible as sources of supplies and services. The affirmative steps shall include the following:

1. Including qualified MBEs/WBEs on solicitation lists;
2. Assuring that MBEs/WBEs are solicited once they are identified;
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum MBE/WBE participation;
4. Where feasible, establishing delivery schedules which will encourage MBE/WBE participation;
5. Encouraging use of the services of the U.S. Department of Commerce's Minority Business Development Agency and the U.S. Small Business Administration to identify MBEs/WBEs, as required; and
6. If any subcontracts are to be let, requiring the subcontractor to take the affirmative steps listed above.

B. Compliance with Trafficking Victims Protection Act of 2000 - Contractor, Contractor's employees, subcontractors, and subcontractors' employees shall not:

1. Engage in forms of trafficking in persons during this Agreement's term;
2. Procure a commercial sex act during this Agreement's term; or
3. Use forced labor in the performance of this Agreement.

C. Compliance with NMSA 1978, Section 66-7-374, Texting While Driving - Contractor and Contractor's employees shall not read or view a text message or manually type on a handheld mobile communication device for any purpose while driving a motor vehicle in connection with this Agreement, except to summon medical or other emergency help, or unless that device is an amateur radio and the driver holds a valid amateur radio operator license issued by the Federal Communications Commission.

D. Contractor shall comply with 2 C.F.R. Sections 200.318 through 200.326 for procurement conducted pursuant to this Agreement.

E. In the event Contractor wishes to enter into an agreement with a small business firm or non-profit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under this Agreement, Contractor shall comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit

Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements” and any implementing regulations issued by the USFS.

F. Contractor shall not subcontract to parties listed on the government-wide exclusions in the federal System for Award Management (SAM), in accordance with OMB guidelines that implement federal Executive Orders 12549 (3 C.F.R. part 1986, Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regularity authority other than Executive Order 12549.

G. If the value of this Agreement exceeds \$100,000, Contractor shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) regarding the limitations of use of appropriated funds to influence certain federal contracting and financial transactions.

H. If this Agreement is valued at more than \$150,000, Contractor shall comply with all applicable standards orders or requirements issued under the federal Clean Air Act (42 U.S.C. § 7401 *et seq.*); Clean Water Act (33 U.S.C. § 1251 *et seq.*); Executive Order 11738 (Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans); and U.S. Environmental Protection Agency (EPA) regulations.

32. Insurance.

The Contractor must provide to the CWA, within thirty (30) calendar days of notification as a Finalist, Certificates of Insurance showing proof of the following coverages and naming the CWA as additional insured. Certificates of Insurance must be provided to the CWA before an Agreement is executed between the CWA and a Successful Offeror. If a Successful Offeror cannot provide the request Certificates within thirty (30) calendar days of notification as a Finalist, the CWA reserves the right to terminate contract negotiations with the Offeror. If any of the Contractor’s policies are terminated, the Contractor must provide to the CWA Certificates of Insurance showing replacement coverage. If the Contractor maintains broader coverage and/or higher limits than the minimums shown below, the CWA shall be entitled to the broader coverage and/or the higher limits maintained by the contractor:

A. **Workers’ Compensation** protection that complies with the requirements of the Workers’ Compensation Act, NMSA 1978, Sections 52-1-1 *et seq.*, if applicable. Employer’s liability: minimum **\$1,000,000**.

B. **Commercial General Liability** protection covering the damages that become due in case of bodily injury, property damage and personal or advertising injury with limits no less than:

1. **\$1,000,000** for each occurrence;
2. **\$1,000,000** for personal and advertising injury limits.
3. **\$2,000,000** for general aggregate;
4. **\$2,000,000** for products/completed operations aggregate.

C. **Automobile Liability** protection covering any owned, hired, leased, borrowed, and non-owned autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

It is possible that some Landowners may request the following regarding insurance: Certificates of Insurance naming the Landowner as additional insured on a Contractor's insurance policy; Certificates of Insurance specifically stating that the coverage provided under the policy is primary over any other valid and collectible insurance and providing a waiver of subrogation; and higher limits than what is listed in this RFP. These and other Landowner requests regarding insurance will be handled on a case-by-case basis. Contractors will have the right to decline such requests. Declining a request to provide additional insurance for a Landowner will not affect the CWA's decisions to utilize the Contractor's services for work on other Landowner properties under the Project.

33. UEI and SAM.gov Verification.

The Contractor must have a valid Unique Entity Identification (UEI) from SAM.gov and maintain an active registration that is in good standing with SAM.gov for the duration of the Project Agreement. Failure to do so will result in Contract termination. Awards will not be made to Offerors who do not have a UEI and are not actively registered in SAM.gov and in good standing. Awards or subawards will not be made to parties listed on the governmentwide exclusions list at SAM.gov. Prior to any award, the CWA will independently verify the UEI and SAM.gov registration for an Offeror and verify that the Offeror, their subcontractors, and their Key Personnel are not listed in the governmentwide exclusions list at SAM.gov.

34. Retainage and Bonding.

The Parties agree that there is no retainage. The Parties also agree that there will be no Project specific bonding, such as a Performance or Payment Bond.

35. Cost and Rate Schedule Details.

This Contract is a Not to Exceed (NTE) Time and Materials (T&M) contract. Costs incurred by the Contractor will be reimbursed by the CWA through periodic invoices. The CWA will in turn be reimbursed by the EMNRD Forestry Division. The Contractor's mutually agreed upon Rate Schedule is included as Attachment B to this Contracting Agreement and incorporated herein by reference. The following terms, conditions, and definitions shall apply to costs incurred by the Contractor on the Project:

A. Not To Exceed: "Not to Exceed" (NTE) means the maximum dollar amount payable to the Contractor for performance of work under this Agreement.

B. Time and Materials: "Time and Materials" (T&M) means the CWA will pay the Successful Offeror at agreed upon fixed Hourly Rates for direct personnel and equipment Billable Hours on the Project, actual costs of materials, and applicable New Mexico Gross Receipts Tax (NM-GRT). The exception is costs to Mobilize Equipment to the Project Area, which will be billed at an agreed upon flat fee per piece of Equipment. The agreed upon Hourly Rate for each piece of equipment or person shall be multiplied by the Billable Hours to

determine the total cost on each invoice. Invoices may need to be itemized for each person and piece of equipment for each billing period.

C. Hourly Rate: “Hourly Rate” for personnel means the proposed fully loaded maximum Hourly Rate in US Dollars that includes personnel wages, tools, chainsaws, chainsaw fuel & oil, chainsaw maintenance, Personal Protective Equipment (PPE), travel time and mileage to and from the Project Area, per diem, fringe benefits, insurance, computers & computing devices, phones, GPS/GNSS devices, software, miscellaneous supplies, general and administrative expenses, profit, and other overhead costs as applicable. “Hourly Rate” for light and heavy equipment means the proposed fully loaded maximum Hourly Rate in US Dollars that includes all of the preceding personnel costs as applicable, plus the piece of equipment, equipment use, operator wages, insurance costs, fuel and fluid costs, general and administrative expenses, profit, and all maintenance costs for the specified piece of equipment. Maintenance costs for equipment, chainsaws, and other similar items shall not be charged to the CWA and will not be reimbursed.

D. Billable Hours: “Billable Hours” for personnel means the actual hours worked on the Project either onsite or in an office setting. Travel to the Project Area, including travel from a place of residence, overnight lodging, or the contractor’s base of operations, shall not be included in Billable Hours for personnel. “Billable Hours” for equipment means the machine hours for actual time operated on the Project as determined by the equipment’s hour meter. For equipment that does not have an hour meter, “Billable Hours” means the actual time used on the project. The Contractor may invoice the CWA for reimbursement of Billable Hours incurred on the Project. For invoicing purposes, the terms “Billable Hours” and “Hours” shall have the same definition. In general, Contractors will be reimbursed for handling, loading, and disposing of fuels and wood fiber that is treated onsite, piled or decked onsite, or removed from the property being treated to a disposal site located within or near the Project Area. Contractors will be reimbursed for hauling/trucking wood fiber to log buyers or wood fiber donation recipients. Billable Hours shall be tracked and recorded on a daily basis for each person and piece of equipment and rounded to the nearest tenth of an hour (0.1 hour) for each day. Billable Hours submitted on contractor invoices shall follow the guidelines set forth in this definition.

E. Travel, Materials, and NM-GRT: Travel (travel time/hours, mileage, and per diem), materials, and New Mexico Gross Receipts Tax (NM-GRT) should not be included in the Rate Schedule. With the exception of mobilization of equipment and hauling/trucking wood fiber to a log buyer or donation recipient, the CWA will not reimburse Contractors for travel. Travel includes per diem as well as travel time and mileage to and from the Project Area. Offerors shall account for all travel in their proposed rates in their submitted Rate Schedule. Travel to the Project Area, including travel from a place of residence, overnight lodging, or the contractor’s base of operations, will not be reimbursed. Successful Offerors may or may not need to provide materials for the Project. Costs of materials should not be included in an Offeror’s Rate Schedule. Due to the nature of the funding source and the project agreements with the USDA Forest Service and EMNRD Forestry Division, the cost of supplying any materials for the project will be reimbursed at the actual cost to the contractor (see [2 CFR 200.318\(j\)\(1\)\(i\)](#)). Actual costs can include delivery costs. Markup is not allowed. Copies of receipts / invoices for materials must be submitted with the Contractor’s Invoices to the CWA. The CWA is required to pay taxes

on services, labor, and/or personal property leases. However, the CWA is exempt from New Mexico Gross Receipts Tax (NM-GRT) for the purchase of tangible personal property (i.e., materials). A properly issued Type 9 Non-Taxable Transaction Certificate (NTTC) may be obtained from the CWA to document any exemption from the NM-GRT. Rates provided in the Rate Schedule shall not include New Mexico Gross Receipts Tax (NM-GRT). Determination, invoicing, and payment NM-GRT to the State of New Mexico will be the responsibility of the Contractor and will be reimbursed at actual cost to the Contractor. Applicable NM-GRT should be shown as a separate line item on invoices submitted to the CWA.

F. Rate Negotiations: The CWA reserves the right to accept all or a portion of an Offeror's rates submitted in the Rate Schedule. The CWA reserves the right to negotiate proposed rates with Offerors during the contract negotiation process. In the event mutually agreeable rates cannot be reached with an Offeror within thirty (30) calendar days, the CWA reserves the right to terminate contract negotiations with the Offeror.

G. Rate Details: When responding to the RFP, the Offeror must complete the Rate Schedules provided in the Appendix B Proposal Form under Evaluation Criteria "F. Cost". Offerors should provide the requested details and Hourly Rates for Personnel and Equipment that the Offeror and their Subcontractors propose to utilize on the Projects plus Mobilization Rates for Equipment. This includes Equipment that the Offeror currently owns plus Equipment the Offeror plans to rent, lease, or purchase for use on the Projects. Rates are requested for each calendar year for 2024, 2025, and 2026 and shall be defined and listed as US Dollars. Hourly Rates shall include, as applicable, all associated costs listed in the "Hourly Rate" definition above. Hourly Rates shall be reimbursed based on the "Time and Materials" and "Billable Hours" definitions above. The rates listed for each calendar year shall apply to the calendar year in which the work is performed. Rates submitted by a Successful Offeror must be mutually agreed upon by the CWA and the Successful Offeror during the process of finalizing the Contracting Agreement and will be incorporated into the Agreement between the parties. Rates contained within invoices submitted under the Projects by a Successful Offeror and their subcontractors shall match the rates agreed upon by the parties in the Contracting Agreement.

H. Rate Increase/Escalation: Contractors may not request rate increases under this Contract. However, Contractors may elect to submit Proposals containing new rates to future RFPs for these Projects. If awarded a Contract for one or both of these Projects under a future RFP, the rates in the new Contract will apply to work performed under the new Contract.

36. Change Orders.

A "Change Order" means a written amendment to the Contracting Agreement after the effective date between the CWA and the Contractor, mutually agreed upon by both Parties. Either Party may propose a Change Order. Change Orders under this Agreement shall only alter the NTE Contract amount.

37. Personnel, Fuel, and Equipment.

A. The Contractor shall provide all necessary labor, transportation, equipment, tools, supplies, materials, and any other needs necessary or incidental to successfully complete the required services in accordance with specifications contained herein. Contractors are responsible

for all costs incurred in the performance of the contract. Contractor shall furnish suitable equipment as needed for the project. See Section 35 above for additional information.

B. All vehicles and equipment entering the Project Area must be clean of noxious weeds and free from leaks. To limit the introduction of non-native seeds and vegetation, all equipment must be thoroughly pressure washed or steam cleaned to remove all dirt, plant, and other foreign material at an off-site location prior to entering the Project Area. Particular attention must be shown to the under carriage and any surface where soil containing non-native seeds and vegetation may exist. Equipment is subject to inspection by the CWA at time of delivery.

C. Equipment will generally can be left onsite during the course of implementing work, an individual Task Order, and back-to-back Task Orders. If a Contractor requests a location to park or stage equipment when they are in between work assignments or Task Orders, the CWA will support the Contractor in finding a suitable equipment staging or parking location. The CWA and Landowners will not be responsible for contractor equipment left onsite. Equipment shall not be parked or stored within stream channels or wetlands.

D. Equipment must be inspected at least daily for signs of leaks. Such leaks must be repaired promptly and measures taken to prevent soil contamination. Personnel must be trained in the proper processes and equipped with the necessary supplies for spill response should one occur on the Project.

E. Equipment must be made available to inspection by CWA personnel upon request. All equipment shall be in safe working order and have appropriate safety equipment installed and intact.

F. Masticators with vertical shaft disc style mulching heads will not be allowed on the Projects due to safety reasons. Drum style mulching heads with horizontal shafts and deck style mulching heads with vertical shafts are acceptable. Any equipment deemed by the CWA to be in unsafe or improper working order shall be taken out of service until repaired.

G. Petrochemicals may not be stored onsite overnight without the permission of the CWA and the relevant Landowner. Any locations for onsite overnight petrochemical storage will be negotiated between the CWA, contractor, and the relevant Landowner and must be approved by the Landowner.

H. Oil, hydraulic fluid, lubricants, and other similar petrochemicals must be stored within a secondary containment system capable of containing twice the volume of the product. Fuel stored onsite must be stored in a double walled containment system.

I. The Contractor must locate machinery servicing and refueling areas at least 100 feet away from surface water. When servicing equipment onsite, waste oil and other fluids shall be drained into containers and properly disposed of in accordance with appropriate waste disposal practices. Contractor shall immediately clean up any waste materials. Spills should be reported to the CWA as soon as possible, and proper clean-up and safety procedures

implemented immediately. Contractors are responsible for any and all clean up caused by their operations.

38. Onsite Camping.

Onsite camping (i.e., a campsite) on a Landowner's private property for the Contractor's personnel will generally not be allowed, and Contractor's plans and Rate Schedules should be developed accordingly. Contractors may request this courtesy on a case-by-case basis; approval is not guaranteed. Contractors that receive approval for onsite camping will be subject to additional terms and conditions related to onsite campsite operations.

39. Worksite Safety and Cleanliness.

Contractor shall ensure the safety of all personnel during operations including the proper use of all Personal Protection Equipment (PPE) and safe operation of all equipment. Work areas and equipment will be maintained in a clean, neat, and orderly condition. Any debris, litter, rubbish, and trash produced by the contractor or occurring on the project shall be cleaned up regularly and promptly. Contractor shall make every effort to ensure public safety, including the placement of warning signs and/or traffic control, as needed. Contractor shall follow relevant safety rules and conduct the work in a safe manner, taking precautions necessary to protect person or property against injury or damage, and be responsible for such injury or damage. Any injuries requiring medical attention should be reported to CWA as soon as possible.

40. Reimbursement Basis and Terms.

A. The CCWUI Project / Angel Fire Project and the CWA's agreements with EMNRD Forestry Division are reimbursement-based agreements. This means that the CWA and its Contractors will be reimbursed for costs incurred on the Projects. During the course of implementing the Projects, Contractors will submit regular invoices to the CWA for reimbursement of all costs incurred for a given billing period. The CWA will then in turn submit an invoice to EMNRD Forestry Division for reimbursement of costs incurred by the CWA; the CWA's invoice will include a copy of Contractors' invoices.

B. Contractor Invoices shall reference the Project Name and Task Order under which the work was performed. Invoices shall also contain a detailed accounting of all costs incurred during the stated billing period. Subsequent invoices for costs incurred during a previously invoiced billing period may not be reimbursed. Invoices submitted by Contractors must contain backup documentation as required by the CWA and EMNRD Forestry Division. This may include receipts for materials and supplies, timesheets / accounting of billable hours worked, and other backup documentation as requested.

C. The CWA will do its best to reimburse Contractors in a timely manner. The CWA will strive to reimburse the Contractor within 30 days of receipt, but this may not always be possible due to the reimbursement nature of the Projects. In most instances, the CWA will need to receive reimbursement from EMNRD Forestry Division prior to reimbursing Contractors. The EMNRD Forestry Division is contractually obligated to reimburse the CWA within 30 days of the receipt of the CWA's invoice, but this deadline is not always met. The CWA will strive to send payment to the Contractor as soon as possible after the CWA receives payment from EMNRD Forestry Division.

D. Due to the nature of the agreement between the CWA and EMNRD Forestry Division, the CWA is unlikely to receive service fees from EMNRD Forestry Division on unpaid balances that are past due. Accordingly, the CWA will be unable to pay Contractors any service fees on unpaid balances that are past due.

E. The State of New Mexico and EMNRD Forestry Division operate on a fiscal year that runs from July 1 to June 30. Work completed by the CWA and its Contractors must be performed under an active and valid Purchase Order from the State of New Mexico. Purchase Orders should be issued as soon as possible at the beginning of the State's new fiscal year and typically expire on June 30th. Contractors may not be allowed to perform work on these Projects at the beginning of a new Fiscal Year until a new Purchase Order is in place.

F. Invoices for any work completed during a fiscal year must be submitted to the CWA within seven (7) days after the end of the fiscal year in which the services were provided. Invoices received after such date may not be reimbursed.

G. Landowners may contribute financially to the Project. Financial contributions may be directed to CWA's contractors or contractors chosen by the Landowner, with a separate agreement for such work, and payment made by the Landowner directly to the contractor. Notice of the separate work, including work completed and Landowner's separate payment amount, should be shared with the CWA to avoid duplicate payments for the same work.

41. Inspections.

A. Work completed by the CWA and Contractors on the Projects will be subject to Inspections and approval by the EMNRD Forestry Division. Inspections include field Inspections of work completed, Inspection Reports, GPS mapping, GIS reporting, and approval for payment. Work completed by the CWA and Contractors should meet or exceed the EMNRD Forestry Division "New Mexico Forest Practices Guidelines", including the State of New Mexico Commercial Timber Harvesting Requirements (NMAC 19.20.4) as applicable as listed in the Guidelines. The CWA will provide Contractors with printed booklets of the "New Mexico Forest Practices Guidelines". Inspections will evaluate the Contractors' work against these Guidelines.

B. Approval and payment of each invoice from the CWA to EMNRD Forestry Division is contingent upon the Inspection and approval by the EMNRD Forestry Division of work completed under that invoice. Deficiencies found during Inspections will have to be remedied by Contractors and may result in a delay in invoice approval and payment. EMNRD Forestry Division will be solely responsible for performing these Inspections.

C. Since the CCWUI and Angel Fire Projects are grant funded Projects that are being administered by the State of New Mexico EMNRD Forestry Division, the inspections performed by the Forestry Division will satisfy State of New Mexico permitting requirements, including Commercial Timber Harvesting Permit requirements. However, if any permitting is required, the CWA will prepare and submit permits as needed; the CWA's Contractors will not be responsible for preparing, submitting, and/or acquiring any permits under these Projects.

42. W-9 Information.

Pursuant to Federal Tax Law (Internal Revenue Code, Section 6041), the CWA is required to obtain a Taxpayer Identification Number (TIN) and a completed W-9 from the Contractor. Failure of the Contractor to provide a correctly completed W-9 to the CWA along with the executed Contracting Agreement may result in contract termination. According to Federal Income Tax Law (Internal Revenue Code, Section 3406), failure to furnish this information promptly and correctly (within 30 calendar days) may result in a \$50.00 penalty imposed by the Internal Revenue Service. In addition, the Internal Revenue Service may require the CWA to withhold 28% of payments made, if the information is not furnished by the Contractor. If the Contractor's business is classified as a corporation, Tax-exempt Corporation, government agency, or other exempt payee, the CWA will not file an Annual Information Return (Form 1088 Misc.) on your behalf. However, the law requires your TIN in addition to informing the CWA of payee type. If classified as an individual or sole proprietor, the TIN is your Social Security Number; otherwise, your Federal Employer Identification Number serves as your TIN.

43. Labor Standards.

All laborers and mechanics employed by the applicant, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work on an award or project in excess of \$2,000 funded directly by or assisted in whole or in part by funds made available under this grant program shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA). Successful Offerors shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all laborers and mechanics performing construction, alteration, or repair work on projects in excess of \$2,000 funded directly by or assisted in whole or in part by and through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act). For additional guidance on how to comply with DBA provisions and clauses, see the following websites: Davis Bacon and Related Acts and Protection for Workers in Construction.

44. Build America/Buy America.

The Build America, Buy America Act, enacted as part of the Infrastructure Investment and Jobs Act, established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. The Buy America preference requires that all iron, steel, manufactured products, and construction materials used in infrastructure projects are produced in the United States. If a contractor proposes a waiver of the Buy America preference, they must identify the items for which a waiver will be sought.

45. Procurement of Recovered Materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable,

consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

46. Contract Work Hours and Safety Standards Act.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

47. Clean Air Act and the Federal Water Pollution Control Act.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

48. Byrd Anti-Lobbying Amendment.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

49. Release of Information.

The Contractor must refer to the CWA any requests to release any information that pertains to the work or activities covered by any action or award related to the FHR Project.

50. Change in Contractor Representatives.

The CWA reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the CWA, adequately meeting the needs of the CWA.

51. Incorporation by Reference and Precedence.

A. If this Agreement has been procured pursuant to a Request for Proposals, this Agreement is derived from (1) the Request for Proposals, (including any written clarifications to the Request for Proposals and any response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the Request for Proposals.

B. In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work and all terms and conditions thereof; (3) the Request for Proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the CWA; and (5) the Contractor's response to the Request for Proposals.

52. Non-Collusion.

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive procurement in connection with the offer submitted to the CWA.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories, below, may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which shall be deemed to be a true and original signature hereunder.

CIMMARON WATERSHED ALLIANCE, INC.

By: _____

Rick Smith
Executive Director and Project Manager
Cimarron Watershed Alliance, Inc.
PO Box 626
Cimarron, NM 87714
rcsmith3@gmail.com
662-312-1678

Date: _____

[INSERT CONTRACTOR NAME]

By: _____

[Contractor Representative Name]
[Title]
[Contractor entity name]
[Address]
[City, State Zip Code]
[email address]
[phone number]
FEIN#:
NM Tax ID:
Unique Entity ID:

Date: _____

Attachment A Scope of Work

Colfax Collaborative Wildland Urban Interface Project

The Contractor shall support the CWA in implementing the Colfax Collaborative Wildland Urban Interface Project (“CCWUI Project”) as outlined in the Scope of Work located in Attachment A, attached hereto and incorporated herein by reference.

Contractor agrees to conscientiously render services as outlined in the attached Scope of Work. Contractor is to devote their reasonable efforts and abilities thereto, at such time during the term hereof, and in such reasonable manner, as the CWA and Contractor shall mutually agree, it being acknowledged that Contractor's services shall be on a non-exclusive basis.

The CWA and the Contractor shall commit to executing all work and tasks to a professional standard, ensuring work is completed with care, skill, and diligence reflective of industry norms. This includes adhering to or surpassing the New Mexico EMNRD Forestry Division’s Forest Practices Guidelines in NMAC 19.20.4. Contractors shall guarantee they are fully equipped, qualified, and unencumbered by external obligations that could hinder fulfilling their Agreements and the Scope of Work under the Project.

It is not expected by the CWA that Contractors will have sole responsibility for meeting the stated Scope of Work. The CWA, Landowners, and Contractors will work together collaboratively to use effective and efficient approaches in meeting the Scope of Work.

As the Awardee and Project Manager for the Project, the CWA will act as the liaison between the Contractor and Landowners. The CWA shall have the final say in all decisions on the Project.

A. Location and Duration of Projects

The CCWUI Project is located on privately owned lands within the following nine unincorporated communities located in southwest Colfax County, New Mexico: Black Lake, Black Lake East, Elk Ridge, Hidden Lake, Idlewild, Lakeview Pines, Taos Pines, Ute Park, and Val Verde. Many smaller communities and subdivisions lie under the umbrella of these larger communities. The estimated total treatment area is 2,606 acres on roughly 532 properties. The Project will last five (5) years, ending on or around November 14, 2028.

B. Forests and Terrain

Forests within the Project Area are southwestern pinon-juniper, ponderosa pine, dry and wet mixed conifer, and spruce-fir fire adapted ecosystems. Ponderosa pine, dry mixed conifer, and wet mixed conifer comprise the majority of the acreage within the Project Areas. Elevations range from 7,000 to 11,000 feet. A century of fire exclusion and a lack of forest and fuels treatments have led to these forests becoming very dense, unhealthy, and highly susceptible to high-severity wildfires. Excessive stand densities, dead and down fuels and fuel loadings, understory and ladder fuels, small diameter trees, and fire susceptible shade tolerant trees are common in the forests within the Project Areas. The terrain within both Projects varies considerably. Slopes vary from flat to 70%. A few areas are quite

rocky (too rocky for equipment access), but most areas are not overly rocky and are accessible with the right equipment and/or crews. Most moderate and steep slopes are also accessible with the right equipment and/or crews. Implementation work may not be feasible in steep or rocky areas; these determinations will be made based on site conditions by the CWA with the input of Landowners and Contractors.

C. Project Goals and Objectives

The Goals and Objectives of the Project are to:

1. Create defensible space near structures and values at risk, thin forests, and reduce fuel loadings to reduce wildfire risk in the wildland urban interface, communities, and the overall landscape within the Project Area; and
2. Thin forests and reduce fuel loadings to improve forest health, create more resilient forests and watersheds, restore natural forest conditions, and promote wildlife habitat and biodiversity.

Work completed under the Project must be implemented according to the Project Goals and Objectives listed above and the Project's Defensible Space Guidelines and Forest Thinning Guidelines included at the end of the Scope of Work.

D. Types of Work and Methods

In general, forestry services to be implemented under this Agreement include fuels reduction and forest restoration work. This includes work such as implementing defensible space, fuels reduction, fuel breaks, forest thinning, site cleanup and rehabilitation, and other supporting activities. Work implemented by the Contractor will typically utilize hand crews, light equipment, and heavy equipment. The type of work and locations where it will be implemented will be determined by the CWA, the individual Landowners, and site conditions.

Landowners may elect to keep wood fiber produced by Project work on their property. Contractor may be required to block logs into firewood length rounds and stack rounds in designated locations, but Contractor will not be required to split rounds into firewood. All other wood fiber material (trees, logs, brush, and slash), dead and down fuels, and other unwanted debris that is not kept by a Landowner will be treated by: cutting/harvesting, handling, loading, & hauling off in trucks or trailers; mulching (chipping or masticating) and broadcasting onsite or hauling away; hand or machine piling onsite for pile burning at a later date; or other related methods.

Stumps should be cut as low as reasonably possible. Stump height of cut trees and brush as measured from the uphill side of the stump is not to exceed: a) six inches (6") in height within the Home Ignition Zone and for hand work; and b) twelve inches (12") in height for heavy equipment work. Equipment work will be performed when the ground is reasonably dry or frozen. Unless otherwise specified, the maximum rutting allowable by equipment is four inches (4") over 150 continuous feet. Maximum chip depth from onsite mulching will be six inches (6") unless otherwise specified.

Existing private roads within the Project Areas may be used by the CWA and Contractors for access. New roads or unnecessary upgrades will not be implemented. Road maintenance or repairs due to Project operations will be undertaken as needed, and Contractors will be reimbursed for performing such work.

Work implemented on these Projects will not include hazard tree removal or stump removal/grinding. This includes any trees that would require the use of tree climbing personnel or arborists, bucket truck(s), and/or crane(s) for removal.

1. Hand Crew and Light Equipment Work

Some contracted forestry services will be small scale forestry work that occurs near homes, structures, infrastructure, and other values at risk. This work includes defensible space, fuels reduction, forest thinning, hand piling, site cleanup and rehabilitation, and related support work and will generally be implemented by hand crews that are supported by light equipment where possible. Pile burning may also be included.

Some hand crew work such as hand thinning, lop and scatter, hand piling, and pile burning may occasionally occur away from homes and structures in a larger scale and/or forest setting. These types of hand crew work will occur less frequently and will typically occur in locations that a) have poor to no access for heavy equipment such as steep slopes, rocky areas, or aspen stands; or b) are areas where these treatments are more appropriate and/or cost effective than utilizing heavy equipment.

Hand crew work is typically implemented by personnel equipped with chainsaws and the necessary Personal Protection Equipment (PPE) to perform the assigned forestry work.

Light equipment work will typically be implemented by equipment such as: Skid Steers; Mini (Compact) & Small Excavators; Hand Fed Chippers; Small Masticators; Light Trucks and Trailers; Small and Medium Sized Dump Trucks; Small Yarders; and Firewood Processors.

Light equipment work will typically be implemented by equipment such as:

- Skid Steers
- Mini (Compact) & Small Excavators
- Hand Fed Chippers
- Small Masticators
- Light Trucks and Trailers
- Small and Medium Sized Dump Trucks
- Small Yarders
- Firewood Processors

2. Heavy Equipment Work

Other contracted services will be larger scale forestry work implemented with heavy equipment that occurs a safe distance away from homes, structures, infrastructure, and other values at risk. This includes implementing fuels reduction, fuel breaks, forest thinning, and related support work through: logging/timber harvesting; mastication; grinding; machine piling; handling, loading, hauling/trucking, and disposing of wood fiber; cleanup and rehabilitation of treated areas, skid trails, landings, etc.; road maintenance and repairs; and other supporting activities that utilize heavy equipment.

Heavy equipment work will typically be implemented by equipment such as:

- Feller Bunchers
- Processors
- Skidders
- Harvesters
- Forwarders
- Delimbers
- Yarders
- Log Loaders
- Masticators
- Large Chippers
- Horizontal Grinders
- Tub Grinders
- Log Trucks
- Dump Trucks

- Semi-Trucks with Trailers
- Semi-Trucks with Low Boy Transport Trailers
- Semi-Trucks with Side or End Dump Trailers
- Dozers
- Medium (Mid-Size) & Large Excavators
- Graders
- Backhoes
- Wheeled Loaders

Logging / Timber Harvesting work may include the following logging methods:

- Cut, Skid, and Deck operations (i.e., traditional or tractor-based operations utilizing Feller Bunchers, Processors, and Skidders);
- Harvester and Forwarder operations (i.e., Cut-To-Length, Nordic, or In the Woods Processing); and possibly
- Yarder operations (i.e., cable or skyline logging).

Logging / Timber Harvesting work will generally include the following activities:

- Cutting / harvesting trees;
- Forwarding / skidding / yarding trees or logs;
- Processing;
- Sorting and decking;
- Slash management;
- Site cleanup & rehabilitation; and
- Road maintenance and repairs.

Mastication work may be implemented by rubber-tired or tracked equipment with horizontal shaft drum style mulching heads or vertical shaft deck style mulching heads. Masticators may or may not have leveling cabs. Masticators with vertical shaft **disc style** mulching heads will not be allowed on the Projects under any circumstances due to safety reasons.

Landowners will authorize in writing the use of heavy equipment on their property and will indicate in writing areas where heavy equipment use is not authorized.

3. Wood Fiber Removal

Landowners will retain the rights to any wood fiber produced by the Projects but may donate unwanted wood fiber to the CWA. Ownership of donated Wood Fiber will remain with Landowners or the CWA. The CWA may sell donated wood fiber to support Project costs, adhering to relevant state and federal regulations. To ensure compliance with grant funded Project requirements, any income generated (Program Income) from selling Wood Fiber shall not profit the Landowner, their Agent, the CWA, or the CWA's Contractors.

Implementation of forestry work on these Projects will result in the removal of fuels and wood fiber that may or may not have a market value. Wood fiber that is removed from the Project Area by heavy equipment may qualify as merchantable timber (saw logs), post & pole, grinder wood, or firewood quality logs. When Contractors utilize heavy equipment to harvest, skid/forward, process, sort, and deck logs that will be hauled/trucked to log buyers, Contractors will be required to process, sort, and deck the logs according to cutting specifications established by the buyers. Cutting specifications will be provided to Contractors by the CWA. Contractors will typically be required to label log decks for the buyer they are sorted for. The majority of the logs removed by heavy equipment will be hauled by Contractors utilizing log trucks. Decked logs will typically be loaded by Contractors onto log trucks by log loaders or self-loading log trucks. Log buyers will generally be located in northeast New Mexico or southern Colorado.

Wood fiber (trees, logs, brush, slash, dead and down fuels, and other unwanted debris) that is removed by hand crews and light equipment will not typically have a market value and will not typically be processed according to the cutting specifications of one of the CWA's log buyers. Hand crews and light equipment will typically be free to cut and process wood fiber into whatever sizes and lengths allows them to handle, load, haul, and offload the material most effectively and efficiently.

Contractors will be reimbursed for handling, loading, and disposing of fuels and wood fiber that is treated onsite, piled or decked onsite, or removed from the property being treated to a disposal site located within or near the Project Area. Contractors will also be reimbursed for hauling/trucking wood fiber to log buyers or wood fiber donation recipients. The CWA and Landowners will support and collaborate with Contractor and log buyers ensure efficient and effective removal of decked saw logs and firewood material.

4. Project Management and Administrative Services

Contractors will also be responsible for providing project management and administrative services in support of this project. This includes managing personnel and crews in the field, managing work flow and progress on Task Orders, logistics and communications with log buyers, progress tracking, record keeping, invoicing, and other administrative tasks. This can also include GPS mapping and GIS reporting & tracking of work completed if the Contractor has those capabilities.

E. Task Orders, Practice Plans, & Assignment of Work to Contractors

Execution of a Contracting Agreement between a Contractor and the CWA under the CCWUI or Angel Fire Projects does not guarantee assignment of work. Work to be performed by Contractors under executed Agreements on these Projects will be assigned by issuing a Task Order to the Contractor. Task Orders will also include a Not to Exceed (NTE) dollar amount.

Task Orders will detail and document the work to be performed by the Contractor on one or more Landowner's private properties within the relevant Project Area. When multiple properties are included in a Task Order, the properties will generally be near or adjacent to one another.

The work to be completed on each individual Landowner's private property will be detailed and documented in a Practice Plan, agreed to by the CWA and the Landowner. Practice Plans will outline treatments to be applied, methods to be used, and areas to be treated. Practice Plans will typically include the following information:

1. Property Details and Assessment: Details and an assessment of the property.
2. Treatment Plan: Specifies what work will be done, including the types, sizes, and species of vegetation to be managed. It also outlines the methods and equipment to be used.
3. Tree Marking Guidelines: Where necessary, "**CUT TREES**" to be removed or "**LEAVE TREES**" to be preserved will be individually marked with **ORANGE** and **BLUE** paint or flagging respectively.

Practice Plans are developed during a site visit between the Landowner (or their Agent) and a trained CWA Representative and are tailored to site conditions and Landowner preferences.

Task Orders will be accompanied by the Practice Plans for each individual Landowner's private property included under the Task Order. Task Orders may also include one or more Summaries of the Practice Plans for multiple properties when said properties have similar Practice Plans.

Task Orders will also contain a listing of the Names of the Landowners' private properties that are included under the Task Order, their location (physical address, community, lot number if applicable, and Latitude & Longitude), and approximate acreages if necessary. As needed, Task Orders may contain printed maps of the properties and areas to be treated. Digital maps of the treatment areas, such as georeferenced PDF maps for Avenza, can be provided with Task Orders as needed.

The locations of treatment areas, property boundaries, utilities (including buried utilities), and other pertinent on-the-ground locations will be marked as needed in the field by the CWA or the Landowners, will be documented in the Practice Plans and Task Orders, and will be communicated to the Contractor.

The CWA and a Contractor may conduct a site visit of the treatment area to be included under a Task Order during the process of developing and assigning a Task Order to the Contractor.

Contractors will be selected for work on individual Task Orders and Task Orders will be issued through the following selection method:

1. Suitability of services to perform the work required under a Task Order;
2. Ability to perform the work within the required timeframe;
3. Past performance working for the CWA;
4. Ranking of their most recent Proposal relative to other Contractors under the Project's RFP(s) (i.e., Contractors with higher ranking Proposal scores will be contacted first)

The CWA will do our best to issue Task Orders that maximize the individual Contractor's efficient mobilization and travel time from their base of operations based on the services the Contractor will be providing. (i.e., The CWA will do our best to issue Task Orders that will require one or more consecutive days, weeks, or months of work for the Contractor to complete based on the services (crew size, numbers and types of equipment, etc.) that the Contractor will be providing so that the Contractor can mobilize and travel efficiently.)

F. Access

The CWA will obtain written permission to access and work on Landowner's private properties that are participating in the Projects. Landowners will provide access details, including any codes or keys needed for entry. Landowners will ensure the CWA can use their property for necessary work stages, with specific access routes detailed as needed in the Practice Plans.

G. Equipment and Wood Fiber Removal

Except for decked saw logs, slash piles, and treated wood fiber intended to remain onsite, all equipment will be removed from the property within 30 days after work completion, weather permitting. Decked wood fiber and saw logs will be removed within 60 days, weather permitting. Slash piles will be burned by the CWA and its Contractors during the winter once cured when conditions are safe for burning.