

REQUEST FOR BID (RFB)

Hazard Tree Cutting and Removal Projects: Private Road Maintenance

Prepared for Mora-San Miguel Electric Cooperative, Inc.
by Transmission & Distribution Services, LLC

5401 Beverly Hills Avenue NE
Albuquerque, NM 87113

Date Issue: January 29, 2025

INVITATION TO BID

NOTICE AND INSTRUCTIONS TO PROSPECTIVE BIDDERS
MORA-SAN MIGUEL ELECTRIC COOPERATIVE, INC.

PRIVATE ROAD MAINTENANCE ALONG THE MORA-SAN MIGUEL ELECTRIC COOPERATIVE SYSTEM LINES ROW WITHIN THE BOUNDARIES OF THE HERMIT'S PEAK/CALF CANYON FIRE.

Mora-San Miguel Electric Cooperative, Inc. (MSMEC) will receive bids electronically in PDF format at bids@t-d-services.com on or before 12:00 a.m. MST on Tuesday, February 11, 2025. Bids received after this time will not be accepted.

The required Bid documents are shown in Section 3 of this document. The commencement date of the project shall be no later than 14 days after Approval of the Contract by the Owner, MSMEC. MSMEC reserves the right to waive any informality or reject all without exception Bids. Questions regarding the Request for Bid (RFB) should be directed to: Transmission & Distribution Services, LLC (T&D), as the Owner's Representative, at 5401 Beverly Hills Avenue NE, Albuquerque, NM 87113, Sarah Schantz at sschantz@t-d-services.com before 4:00 p.m. MST on Thursday, February 6, 2025. Answers will be provided before 12:00 a.m. MST on Friday, February 7, 2025.

A pre-bid meeting via Microsoft Teams is scheduled for Tuesday, February 4, 2025, at 8:00 am MST. Invitations will be emailed to all known prospective bidders.

Deadline Date: February 11, 2025

Deadline Time: 12:00 a.m. MST

Submit electronically in a PDF format to bids@t-d-services.com

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1. INTRODUCTION

1.1 Purpose of this Request for Bid (RFB)

The purpose of this solicitation is to select qualified individuals and/or firms to perform private road maintenance associated with the Hazard Tree Cutting and Removal Projects along the MSMEC system lines right-of-way (ROW) within the Hermit's Peak/Calf Canyon Fire (HPCC) boundaries. MSMEC reserves the right to award multiple contracts pursuant to this RFB.

1.2 Background Information

The HPCC significantly altered forest conditions within its footprint by burning trees and compromising forest structures. These changes have resulted in the presence of danger trees and hazard trees that pose a threat to powerlines, infrastructure, and the safety of work crews.

In response to this disaster, MSMEC is securing assistance to address needs beyond its normal workload. MSMEC has contracted with T&D, a trusted New Mexico-based company with a long-standing relationship with MSMEC, as the Owner's Representative, to assist with its Hazard Tree Cutting and Removal Projects.

To mitigate risks posed by hazard trees, MSMEC initiated the Hazard Tree Cutting and Removal Projects to cut and remove dead, dying, and structurally compromised trees that could potentially strike powerlines or other infrastructure within the MSMEC right-of-way (ROW). The projects' objective is to ensure the safety and reliability of MSMEC's electrical distribution system in the affected areas.

Road maintenance may be required before, during, and after tree cutting and removal operations to ensure safe and reliable access to project sites along the MSMEC ROW. Pre-project road maintenance may include grading, reshaping, and drainage improvements to make roads and drives accessible for crews and equipment to the ROW. Following tree removal, post-project restoration is necessary to repair any damage caused by project activities and to return roads to a stable, serviceable condition. The scope of work involves repairing road surfaces, clearing drainage structures, and stabilizing surrounding areas to prevent erosion and ensure long-term usability.

Task orders will be used throughout the entire project and will be issued with identified locations indicated by GPS points or polygons on maps. These maps will be made available in a digital format for the Contractor to utilize in field conditions.

1.3 Scope of Work

The Contractor shall provide all labor, equipment, materials, and expertise necessary to maintain, repair, and restore private roads, drives, culverts, drainage structures, and other appurtenances within the project area. The primary objective is to ensure safe, reliable, and functional access to work sites before, during, and after the Hazard Tree Cutting and Removal Projects. This work is critical to facilitating efficient project operations while minimizing impact to the surrounding environment and ensuring that private roads are left in a stable, safe, and usable condition upon project completion. Contractors will be responsible for performing a range of tasks, including but not limited to, road grading, reshaping, drainage improvements, culvert repairs, snow removal, dust abatement and post-project restoration. The specific work required will vary by location and will be directed by the Senior Project Manager based on site conditions and project needs. The following tasks outline the general scope of work expected under this contract:

Work Site Access

The Contractor shall make private roads and drives accessible for the Hazard Tree Cutting and Removal Projects work crew by grading, reshaping, and stabilizing road surfaces as necessary. Where required, aggregate or base course material shall be applied to improve road durability and stability. Snow removal may be necessary to maintain access during the project period.

Culvert Repairs and Replacement

The Contractor shall clear and repair culverts to ensure proper water flow and drainage. Damaged or undersized culverts must be replaced as directed by the Senior Project Manager. Areas around culverts must be stabilized to prevent erosion and maintain structural integrity.

Drainage Improvements

The Contractor shall clear, clean, and reshape roadside drainage ditches to facilitate proper water flow and reduce the risk of erosion. Drainage improvements must ensure that runoff is directed away from the roadbed to maintain road stability and prevent damage to surrounding areas.

Post-Project Restoration

Upon completion of project activities, the Contractor shall restore all private roads, drives, and drainage structures impacted by the project to their original or improved condition. This includes repairing any damage caused by equipment, vehicles, or project-related activities to ensure that roads and drives are left in a safe and serviceable state.

Environmental Considerations

The Contractor shall implement measures to minimize disturbance to surrounding vegetation and prevent sediment runoff into nearby waterways during all maintenance activities. Compliance with federal, state, and local environmental regulations is mandatory, and best practices for erosion control must be applied throughout the project.

Other Tasks

The Contractor shall replace damaged or non-functional cattle guards as directed by the Senior Project Manager, or their designee, and repair any adjacent fencing impacted during project activities. Abatement of dust will be required, as needed, throughout the duration of the project.

Additional tasks may be assigned as necessary to address specific site conditions or unforeseen issues that arise during the project.

1.4 Qualifications

The Contractor must possess and maintain a valid contractor's license applicable to the type of work specified in this RFB, in accordance with New Mexico state laws. The license must be appropriate for road maintenance, drainage improvements, culvert repairs, and any other related activities described in the scope of work.

In addition to licensing, the Contractor must provide proof of bonding that meets or exceeds the minimum requirements set forth by New Mexico state law and covers the full duration of the project.

Failure to provide proof of appropriate licensing and bonding may result in disqualification from the bidding process or termination of the contract.

Furthermore, the Contractor must have the capacity and skills necessary to conduct the proposed scope of work.

1.5 Senior Project Manager

MSMEC has designated Brent Racher as Senior Project Manager.

Brent Racher

T&D Services, LLC

5401 Beverly Hills Avenue NE

Albuquerque, NM 87113

bracher@t-d-services.com

T&D has selected a Lead Field Monitor and Lead Field Inspector to oversee the field operations and conduct the inspections of the road maintenance as it pertains to this project and its objectives.

Any inquiries or requests regarding project management must be submitted to the Senior Project Manager.

2. PARTICIPATING TERMS AND CONDITIONS

2.1 Timetable for RFB Process

Every effort will be made to adhere to the schedules shown in this RFB. The time frames shown, however, may be subject to change at the discretion of MSMEC.

A pre-bid meeting via Microsoft Teams is scheduled for Tuesday, February 4, 2025, at 8:00 am MST. Invitations will be emailed to all known prospective bidders.

Questions will be accepted up to 4:00 p.m. MST on Thursday, February 6, 2025. Answers will be provided before 12:00 a.m. MST on Friday, February 7, 2025.

Description	Important Date(s)
RFB Issued	January 29, 2025
Bid Due	February 11, 2025
Notification of Successful Contractor(s)	February 28, 2025
Contract Finalization	March 5, 2025
Start Work	Any time after March 7, 2025 (approximate start date subject to weather/forest conditions)

2.2 Submission of Bid

Bids must be received no later than the date and time shown on the cover page of this RFB and the above table. Bids received after this deadline will not be accepted. Bid contents shall not be disclosed to the competing Bidder(s) prior to contract award.

2.3 Evaluation

An Evaluation Committee will evaluate the Bids received. During this time, MSMEC may initiate discussions with any Bidder who submits a responsive or potentially responsive Bid for the purpose of clarifying aspects of the Bid, but Bids may be accepted and evaluated without such discussion. The Bidder SHALL NOT initiate discussions.

2.4 Best and Final Offers from Finalists

Finalist Bidder(s) may be asked to submit revisions to their Bid for the purpose of obtaining best and final offers.

2.5 Contract Negotiations

The Contract(s) will be negotiated with the most advantageous Bidder(s). If MSMEC cannot negotiate a contract with the initial Bidder(s) in a reasonable time, the next most advantageous Bidder(s) will be contacted without undertaking a new procurement process or the RFB will be canceled.

2.6 Contract Award

The Contract shall be awarded to the Bidder(s) whose Bid(s) are most advantageous, taking into consideration the evaluation factors set forth in the RFB. Contracts become effective when executed by authorized representatives of the Contractor and MSMEC.

2.7 Protest Award

A Contractor(s) who submits a responsive Bid on this RFB may protest the award of a contract resulting from the RFB. Due to the short timeframe of this RFB, the protest must be timely (5 days) and must be written and include the name and address of the protestor and the name of the RFB. It must also contain a statement of grounds for the protest including appropriate supporting exhibits and it must specify the ruling requested from MSMEC. The protest must be delivered to the Procurement Manager listed below:

Sarah Schantz

T&D Services

5401 Beverly Hills Avenue NE

Albuquerque, NM 87113

sschantz@t-d-services.com

3. GENERAL REQUIREMENTS

MSMEC requires that all Bidder(s) agree to be bound by the “General Requirements” contained in this RFB. Any Bidder concerns must be promptly brought to the attention of the Procurement Manager. Submission of a Bid constitutes acceptance of the basis of award contained in Section 4 Submission Format of this RFB.

3.1 General Bid Submission Guidelines

Bidders are permitted to submit bids for **all** schedule items or only for the **specific** schedule items they deem they can successfully complete. Bidders must ensure that their bids comply with the specifications, requirements, and instructions related to the selected

items. It is the responsibility of the bidder to evaluate their capacity to perform the work outlined in each item before submitting a bid.

3.2 Incurring Cost

Any cost incurred by the Bidder(s) in preparation, transmittal, of presentation of the Bid in response to this RFB shall be borne solely by the Bidder(s).

3.3 Awarded Contractor's Responsibility

Any Bidder(s) awarded a contract under this RFB will be solely responsible for fulfillment of the contract with MSMEC. MSMEC will make contract payments only to the awarded Contractor.

3.4 Subcontractors

Intended use of subcontractors must be clearly explained in the Bid including the qualifications of such subcontractors. The physical headquarters location of subcontractors (address, state, contact information) must be identified by name. MSMEC reserves the right to approve or disapprove of any subcontractors used by the awarded Contractor. The awarded Contractor shall be solely responsible for the entire performance of the contract, which includes every aspect of the Scope of Work, and payment to subcontractors. All subcontractors used in the performance of the contract shall be held to the same federal and state standards as the awarded Contractor.

3.5 Firm Offer

Responses to this RFB will be considered firm for ninety calendar days (90-days) after the due date for receipt of the Bid.

3.6 Disclosure of Contents

The Bid will be kept confidential until a contract is awarded. At that time, all Bid documents pertaining to the Bid will be open to the public, except for material that is clearly marked proprietary or confidential. MSMEC will not disclose or make public any pages of a Bid on which the Contractor(s) has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

Proprietary or confidential data shall be readily separable from the Bid to facilitate eventual public inspection of the non-confidential portion of the Bid.

3.7 No Obligation

This procurement in no manner obligates MSMEC to any purchase unless or until a valid written contract is awarded and approved by the appropriate authorities.

3.8 Termination of RFB

This RFB may be canceled at any time. All without exception Bids may be rejected in whole

or in part when MSMEC determines such action to be in the best interest of the Hazardous Tree Cutting and Removal Project and/or MSMEC.

3.9 Contract Terms and Conditions

The contract between the MSMEC and a Contractor will include language similar to that put forth in MSMEC Board Approved - Board Policy No. 309 effective 10/24/2019 and state and federal procurement policy terms regarding Performance, Liquidated Damages, and Minimum Wage Rates. All Contractor's employees must complete an I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8USC 1324a). In addition, MSMEC reserves the right to negotiate with a successful Contractor(s) contract provisions in addition to those contained in this RFB.

3.10 Insurance

The Contractor shall, at all time, during the term of the contract and extended terms thereof, provide and maintain the following types of insurance protecting the interests of MSMEC and the Contractor, with limits of liability not less than those specified below.

Worker's Compensation insurance as required by the New Mexico Worker's Compensation Act of the State of New Mexico, if applicable.

Commercial General Liability insurance, including Automobile Liability with combined limits of liability for bodily injury or property damage of \$1,000,000 per occurrence, and in the aggregate, which shall include all operations performed by the Contractor.

Certificate of Insurance: Before commencing to perform the Scope of Work, the Contractor shall provide Certificates of Insurance satisfactory to MSMEC (or as MSMEC may direct, copies of the actual insurance policies) at the following address:

Mora-San Miguel Electric Cooperative
PO Box 240
Mora, NM 87732

A copy of the Certificate of Insurance should be emailed to the Procurement Manager at sschantz@t-d-services.com.

The Contractor shall provide evidence that the required insurance coverage is in force. This evidence must include the policy number, dates of expiration, and limits of liability. All insurance policies and certificates must be in a form and content acceptable to MSMEC. Insurance shall be provided by companies with a Best's Rating of A or better, or as otherwise approved by MSMEC.

If any required insurance coverage expires during the performance period of this Agreement, the Contractor shall renew the policy and provide a renewal certificate to MSMEC no later than the expiration date of the coverage.

Notice of Cancellation or Material Change:

All insurance policies and certificates must include a 60-day notice of cancellation, non-renewal, or material change. This notice must be sent directly to MSMEC.

No Release:

The carrying of the required insurance coverage shall not relieve the Contractor of any responsibilities or liabilities outlined in this Agreement or under any applicable laws, statutes, regulations, or orders.

Indemnification and Hold Harmless:

a. Contractor's Indemnification

The Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless MSMEC and its officers, directors, and employees (collectively, "MSMEC") against all damages, liabilities, or costs, caused by the Contractor's negligent acts under this Agreement or by anyone for whom the Contractor is legally responsible.

b. MSMEC's Indemnification

MSMEC agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Contractor, its officers, directors, and employees (collectively, "Contractor") against all damages, liabilities, or costs, caused by MSMEC's negligent acts under this Agreement or by anyone for whom MSMEC is legally responsible.

c. No Indemnification for Own Negligence

Neither MSMEC nor the Contractor shall be required to indemnify the other party for any damages resulting from the other party's own negligence or the negligence of others.

3.11 MSMEC's Rights

MSMEC reserves the right to accept all, or a portion of the Bid of a Contractor(s) selected for award.

3.12 Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Contractor(s) must have a valid e-mail address to receive this correspondence

3.13 Use of Electronic Versions of this RFB

This RFB is being made available by electronic means. If accepted by such means, the Contractor(s) acknowledges and accepts full responsibility to ensure that no changes are

made to the RFB. In the event of a conflict between a version of the RFB in the Contractor's possession and the version maintained by MSMEC, the version maintained by MSMEC shall govern.

3.14 Payment and Invoicing

Basis of Payment

Payments will be made based on the unit prices listed in Appendix C Schedule of Items – Bid Table included in this contract. Payment will be issued for completed and approved work as verified by the Senior Project Manager or designated monitoring inspector. The Contractor shall ensure that all work is performed in accordance with the specifications outlined in this RFB.

Measurement of Payment

Work performed under this contract will be measured using GPS resources, inspection reports, and any other approved methods for verifying completion of task orders. The following measurement standards will be applied:

- **Road Maintenance:** Measured by linear feet, miles, or per project site as specified in the task order.
- **Drainage Structure Maintenance:** Measured by the number of culverts, ditches, or drainage facilities cleaned, repaired, or replaced.
- **Sign Maintenance:** Measured by the number of signs and posts repaired or replaced.
- **Snow Removal:** Measured by single-lane miles cleared, including turnouts and access points.
- **Cattle Guard Maintenance:** Measured by the number of cattle guards repaired or replaced.
- **Dust Abatement:** Roads will be measured by miles, delivered and applied. Temporary Debris Reduction Sites (TDRS) will be measured by gallons, delivered and applied.

Payment Schedule

- Payments for approved services will be made by MSMEC.
- MSMEC intends to issue partial payments on a monthly basis for work that has been completed and approved by the Senior Project Manager or a monitoring inspector.

- Payments will be based on the bid units outlined in the contract, see Appendix C – Bid Table, and upon satisfactory work performance.

Invoice Submission

- Contractors shall submit invoices to T&D for review and accuracy to invoice@t-d-services.com
- Once verified by T&D, invoices will be submitted to MSMEC by T&D for processing and payment.
- All applicable taxes must be identified and listed as separate items within the invoice. New Mexico Gross Receipts Tax (NMGRT) must be calculated separately and displayed in the invoice.

Accounting and Recordkeeping

- T&D will maintain adequate accounting records of all charges included in invoices for the purpose of determining amounts payable to the Contractor.
- Contractors are required to maintain accurate records of their work and charges for the purpose of audits or reviews.

4. SUBMISSION FORMAT

4.1 Number of responses

Contractor(s) shall submit only one Bid for the projects listed in this RFB.

4.2 Proposal Submittal

The proposal should be submitted to bids@t-d-services.com in pdf format on or before the closing date and time. MSMEC shall not accept Bid received after this date and will make absolutely no exceptions for Bids not received by the appointed time.

4.3 Proposal Organization

Transmittal of Bid, in the following order, to include:

1. Vendor Information Form – Appendix B
2. Response to Scope of Services on business letterhead
3. Previous Experience/References
4. Detailed cost breakdown per measurement term – Appendix C Schedule of Items – Bid Table
5. Description of equipment and personnel to be used

6. Narrative that clearly demonstrates how the Bidder intends to meet the requirements outlined in the RFB.
7. Supporting Material: images (300 dpi, jpeg), certifications, bond statement, and other documents

Within each section of the Bid, the Bidder shall address the items in the order in which they appear in this RFB. All forms provided in the RFB must be thoroughly completed and included in the appropriate section of the Bid. Any Bid that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

Supporting Materials:

- Each Bidder is responsible for submitting a contractor’s license, bonding statements, and insurance certifications.
- Bidders may submit video or image resources to further illustrate or support the statements made in their narrative responses.
- Supporting materials should be relevant, clearly labeled, and referenced within the narrative.

5. SPECIFICATIONS

5.1 Business Capacity

Bidder(s) shall provide a narrative statement detailing the firm’s capacity to complete the work within the specified time limits. Include a description of the firm’s approach to managing equipment storage, parking, and fire prevention practices during extreme drought conditions.

The narrative should also explain the firm’s safety measures, including the posting and management of signage to notify and protect the public in areas where dangerous machinery is present. Additionally, describe the firm’s ability to provide full-time supervisory personnel on the job site to oversee operations and ensure compliance with project requirements.

5.2 Response to Scope of Services

Bidder(s) shall provide a detailed technical approach to meet MSMEC’s prescribed requirements. The Bid must include a comprehensive identification of equipment and personnel resources proposed to complete the scope of work within the specified performance dates.

Bids should clearly describe the firm's current technical capabilities, work techniques, and personnel management methods that will be employed to perform the work. Highlight your firm's ability to operate effectively in riparian environments, including fuel management practices and safety and fire prevention measures used during operations.

Additionally, provide a description of the readiness and working condition of the equipment proposed for the project, ensuring that all equipment is suitable for the tasks required and maintained to meet project performance standards.

5.3 Previous Experience/Reference

The Bid narrative must provide a detailed description of the Contractor's relevant work experience that demonstrates qualifications necessary to complete the scope of work outlined in this RFB. Descriptions of previous dirt road maintenance projects are especially beneficial to illustrate the Bidder's ability to complete similar work successfully.

The narrative should include the following work history details for each project referenced:

- a.** Project name, location, and a brief description of the work performed.
- b.** Owner's name or agency, along with the contracting officer's name, address, and telephone number.
- c.** Contract amounts, award date, and start and completion dates.

The narrative must be prepared with sufficient detail to clearly demonstrate the Bidder's qualifications and experience in relation to the scope of work requested in this RFB.

5.4 Pricing and Budget Requirement

Pricing must be based on the bid items listed in Appendix C Schedule of Items – Bid Table. The Bidder should account for all costs necessary to complete the scope of work and meet the required prescription elements outlined in the RFB.

All applicable taxes must be clearly identified and listed as separate line items within the budget, apart from the New Mexico Gross Receipts Tax (NMGRT). The NMGRT should be calculated separately, displayed in the budget, and included in the per-acre cost.

6. EVALUATION PROCESS

Evaluation Point Summary

The following is a summary of evaluation factors with point values assigned to each.

These factors, along with the general requirements, will be used in the evaluation of a Bidder's Bid.

<u>Evaluation Factor</u>	<u>Points</u>
1. Business Capacity	200
2. Response to Scope of Service	200
3. Previous Experience/References	350
4. Price	250
5. Terms and Conditions	<u>100</u>
TOTAL	1,100

The evaluation process will follow the steps listed below:

6.1 Bid Compliance

All Bids will be reviewed for compliance with the mandatory requirements outlined in this RFB. Any Bid that is deemed non-responsive will be disqualified from further consideration.

6.2 Contacting Contractor(s)

MSMEC, through its Sr. Project Manager may contact the Bidder(s) for clarification of the response as specified in section **4. SUBMISSION FORMAT**.

6.3 Finalist Selection

Responsive Bids will be evaluated based on the factors outlined in **Section 5 SPECIFICATIONS**, each of which has been assigned a point value. The responsible Bidder(s) with the highest scores will be selected as a finalist Bidder(s) based on the submitted Bid.

The Bid deemed most advantageous to MSMEC will be recommended by the Evaluation Committee for approval and contract award. However, MSMEC reserves the right to reject any Bid if a serious deficiency is identified in response to any evaluation factor, regardless of the overall score.

Appendix A. Road Maintenance

Task orders will be issued as singular or multiple property locations associated with the MSMEC-ROW powerlines identified by GPS points/polygons on the maps. These maps will be made available in a digital format for the Contractor(s) to utilize in the field.

7.1 Mobilization/Equipment Moving

Description

This section consists of one or more mobilizations of personnel, equipment, supplies, and incidentals to the potential work site(s) along the MSMEC overhead power lines, as described in **Section 1.3 Scope of Work**. Mobilization activities must comply with applicable safety standards, including the secure and proper transportation of equipment, and all mobilized equipment must meet environmental and operational standards, including but not limited to the EPA Federal Environmental Requirements for Construction and other federal, state, and local agencies.

Requirements

(a.) Equipment Images:

- The Contractor must supply four (4) pictures of each piece of equipment: front, back, left, and right views.
- The Contractor must supply one (1) picture of the equipment's data plate, with the serial number clearly visible and legible.
- All photos must be in the following format: JPG or PNG at 300 DPI

(b.) Equipment Inspections:

- Equipment must be available for inspection within 5 days of notification by Lead Field Monitor and before use on the project site(s).
- All mobilized equipment must meet operation and state standard compliance with applicable environmental regulations (see **Appendix D-2. Protection of Protected Species and 3. Protection of Cultural Resources**), including but not limited to weed-free standards. Non-compliance with these standards may result in delays or withholding of payment.

(c.) Equipment Arrival:

- Equipment must arrive at the work site(s) clean and free of weeds, debris, or contaminants to minimize environmental impact.

(d.) Mobilization Completion:

Mobilization is considered complete when:

- All required personnel, equipment, and materials are moved to the work site(s).
- The equipment has passed inspection and is ready to begin work.

7.2 Snow Removal

Description

This section provides for the removal of snow from dirt roads and private drives to ensure safe and efficient access to work site operations, debris removal, and general public use.

(a.) Protection of Roads and Surrounding Areas

- Perform snow removal in a manner that preserves and protects dirt roads, private drives, and their associated features.
- Prevent erosion damage to roads, streams, and surrounding areas during operations.

(b.) Road Integrity

- Avoid undercutting banks or removing gravel and other surfacing materials from the road during snow removal activities.

(c.) Drainage Maintenance

- Maintain functional drainage systems, including roadbed drainage ditches, drain dips, and culverts, throughout and after snow removal operations.

(d.) Roadbed and Usable Width

- Control snow removal to maintain a safe and usable traveled way with adequate roadbed support.
- Reshape areas affected by over-width plowing to clearly define the road's usable width.

(e.) Snow Berm Removal

- Excessive snow berms created by snow plowing must be removed to allow surface water to flow without discharging onto erodible fills or causing additional erosion.

(f.) Public Access and Safety

- For public or designated use, remove snow from the entire traveled way, including turnouts, to ensure safe and efficient access.
- Clear windfalls, debris, or slough and slide material for the full width of the traveled way and dispose of as designated by the Lead Field Monitor.

(g.) Replacement of Surfacing Material

- Replace any dirt road aggregate inadvertently removed during snow removal operations, as directed by the Lead Field Monitor.
- The Contractor shall complete this replacement within 60 days of the start of the Normal Operating Season, unless otherwise agreed.
- The Senior Project Manager will provide written notification to the Contractor specifying the cubic yard equivalent of removed material.

Equipment

Contractors may use any equipment suitable for snow removal, provided it is of a size and type that will not damage the road surface or infrastructure and previously approved under **Section 7.1**. The use of plows or dozers for snow removal requires prior written approval by the Senior Project Manager. Plows or dozers must be equipped with shoes or runners to keep blades at least 2 inches above the road surface unless otherwise approved Lead Field Monitor.

7.3 Blading

Description

This section provides for the maintenance of dirt roads and private drives by blading to restore surface shape, improve drainage, and maintain safe and efficient travel. Blading operations aim to preserve road functionality and protect the roadbed and surrounding environment.

Maintenance Requirements

(a.) Road Surface Maintenance

- Perform blading to maintain a smooth, properly crowned, and shaped road surface as indicated by the character of the existing surface unless otherwise indicated, to at least one-half inch (1/2") per foot of width, but not more than three quarter inches

(3/4") per foot of width. Surfacing materials shall be thoroughly loosened to no less than 2-inch depth or the depth of potholes or corrugations.

- Ensure effective drainage to prevent water pooling on the roadbed.

(b.) Preservation of Roadbed Material

- Avoid cutting into the roadbed or removing essential surface materials, such as gravel or aggregate, unless specifically authorized by the Lead Field Monitor.

(c.) Functional Water Diversion Structures

- Restore and maintain water diversion structures, including crowns, cross slopes, ditch dips, and drain dips, to ensure proper drainage functionality.

(d.) Defects Repair

- Remove ruts and corrugations (wash boarding) to provide a safe and even driving surface for vehicles.

(e.) Protection of Road Edges and Drainage Features

- Preserve road edges, shoulders, and drainage ditches during blading operations.
- Do not blade material into drainage ditches or onto private property unless explicitly directed by the Project Manager.

(f.) Obstruction Prevention

- Ensure that debris or displaced material from blading does not obstruct drainage structures, including culverts or roadside ditches.

Equipment

(a.) Suitable Equipment

- Use motor graders or other equipment specifically designed for road blading and shaping.
- Ensure equipment is suitable for maintaining dirt roads and private drives without causing damage to the roadbed or associated appurtenances.

(b.) Blade Specifications

- Equip blade equipment with cutting edges and shoes to achieve the desired surface shape while preventing over-cutting or damage to the roadbed.

(c.) Equipment Maintenance

- Maintain all equipment in good working condition to ensure efficient, safe, and effective operations.

Drainage Control

(a.) Prevention of Erosion and Water Pooling

- Maintain or re-establish proper drainage to prevent erosion or water pooling on the roadbed and surrounding areas.

(b.) Restoration of Drainage Features

- Recreate or restore crowns, slopes, and water diversion features according to the road design specifications or as directed by the Senior Project Manager.

(c.) Clearing of Drainage Structures

- Clear drainage structures, including culverts, dips, and ditches, to ensure unobstructed water flow and proper functionality.

7.4 Dust Abatement

Description

This section provides for the application of water to dirt roads and private drives to control dust, maintain road integrity, and ensure safe and comfortable travel for vehicles.

Additionally, dust abatement will be required at three (3) TDRS within a 20-mile radius. Dust abatement using water helps preserve air quality and minimize environmental impacts.

Maintenance Requirements

(a.) Uniform Application

- Apply water uniformly to the road surface at a rate sufficient to control dust without causing runoff or pooling.

(b.) Timing and Frequency

- Perform watering as needed or as directed by the Lead Field Monitor, especially during dry conditions or high-traffic periods.

(c.) Moisture Management

- Maintain a proper balance of moisture to avoid creating a slick or muddy surface.

(d.) Support for Road Stability

- Ensure all water applications enhance road compaction, surface stability, and erosion prevention.

(e.) Drainage and Runoff Prevention

- Prevent water from flowing into drainage ditches, culverts, or onto private property unless explicitly directed by the Lead Field Monitor.

Equipment

(a.) Suitable Equipment

- Use watering trucks or other equipment specifically designed for dust abatement.
- Ensure equipment can apply water uniformly without causing pooling or runoff.

(b.) Maintenance and Operation

- Maintain all equipment in good working condition to ensure efficient and effective operation.
- Ensure no leaks or mechanical failures that could lead to uneven water distribution or excessive waste.

(c.) Safety and Compliance

- Operate equipment safely and in compliance with local regulations.
- Use equipment approved by the Lead Field Monitor when specific requirements are provided.

Environmental Compliance

(a.) Approved Water Sources

- Use water only from approved sources as designated by the Lead Field Monitor or local authorities.

(b.) Prevention of Runoff and Contamination

- Avoid overapplication of water to prevent runoff that could cause erosion, sedimentation, or contamination of nearby waterways.

(c.) Protection of Surrounding Areas

- Protect nearby vegetation, ditches, and drainage structures from water runoff during dust abatement operations to minimize environmental impact.

7.5 Aggregate and Base Course Mix for Private Roads

Description

This section provides specifications for the supply, delivery, and application of aggregate for dirt road maintenance and repair. It also includes requirements for the base course layer where stabilization or reconstruction is necessary to support the road structure.

Material Requirements

(a.) Surface Aggregate:

- Use clean, durable aggregate for the road surface, meeting the following gradation limits:

Sieve Size	% Passing
1 inch	100
3/4 inch	80 – 100
No. 4	30 – 60
No. 10	20 – 45
No. 200	3.0 – 10.0

(b.) Base Course Aggregate:

- For roads requiring base course work, the material must meet the following specifications:
 - Crushed stone or gravel with angular particles.
 - Gradation: Specify gradation per local standards.
 - Plasticity Index: ≤ 6 .
 - Fractured Faces: Minimum 50% of particles retained on the No. 4 sieve must have at least two fractured faces.

Application

(a.) Surface Aggregate:

- Prepare the roadbed by grading and shaping the surface.
- Apply surface aggregate uniformly to the specified depth and width of the existing road.

(b.) Base Course:

- Excavate or shape the existing roadbed to accommodate the base course layer.
- Apply base course aggregate to the specified thickness of 4 inches compacted.
- Compact the base course to at least 95% of the maximum dry density using appropriate equipment.

Drainage Control

- Maintain proper drainage features during and after aggregate or base course application.
- Ensure crowns, slopes, and ditches remain functional to prevent erosion.

7.6 Drainage Structure Maintenance

Description

This section covers the maintenance and restoration of roadside drainage systems, including ditches, crowns, slopes, berms, culverts, cross drains, and other drainage structures. The objective is to ensure proper water flow, prevent erosion, and maintain road integrity before, during, and after project activities.

Corrective actions may be required to restore drainage systems that are no longer functional due to blockages, erosion, or structural failure. Restoration work may involve regrading, reshaping ditches, repairing culverts, and reinforcing embankments. Drainage maintenance is necessary to preserve the roadbed and ensure safe and reliable access to powerlines within the ROW.

Equipment Requirements

(a.) Equipment Use and Compliance

- The Contractor shall use appropriate equipment suited for dirt roads and the size and type of drainage structure being maintained or repaired.
- Heavy equipment, such as excavators, may be used only with prior approval from the Senior Project Manager.
- All equipment used must meet the guidelines outlined in Section 7.1. Mobilization/Equipment Moving to ensure safe and compliant operations.

Maintenance Requirements

(a.) Cleaning and Clearing:

Remove and dispose of debris, sediment, and other obstructions from culverts, ditches, and drain dips to restore full functionality.

(b.) Repair and Replacement:

- Repairs may be required to address damage caused by project equipment or activities necessary to access the right-of-way (ROW) along powerlines. Repair or replace damaged culverts, ditch linings, and other drainage structures as needed to restore proper drainage functionality.
- Use materials that meet USDA Forest Service or NMDOT specifications.
- Stabilize disturbed areas around drainage structures to prevent further erosion.

7.7 Roadway Drainage Maintenance

Description

This section covers the maintenance and restoration of roadside drainage systems, including ditches, crowns, slopes, berms, culverts, cross drains, and other drainage structures. The objective is to ensure proper water flow, prevent erosion, and maintain road integrity before, during, and after project activities.

Corrective actions may be required to restore drainage systems that are no longer functional due to blockages, erosion, structural failure, or damage caused by equipment or work related to the Hazard Tree Removal Project. Restoration work may involve regrading, reshaping ditches, repairing culverts, and reinforcing embankments. Drainage maintenance is necessary to preserve the roadbed and ensure safe and reliable access to powerlines within the ROW.

Maintenance and Restoration Requirements

(a.) General Requirements

- The roadway crown or cross slope shall be maintained or restored to a minimum of one-half inch ($\frac{1}{2}$ ") per foot of width and no more than three-quarters inch ($\frac{3}{4}$ ") per foot unless otherwise directed by the Project Manager.
- Surface materials shall be thoroughly loosened to a depth of at least 2 inches or to the depth of any existing corrugation (wash boarding).
- Scarification may be performed by the Contractor to achieve proper surface regrading, but it will be considered incidental to blading.
- Drainage dips and other water diversion features shall be cleaned and reshaped as part of routine or corrective maintenance to ensure surface runoff is directed to appropriate outlets.

(b.) Runoff Management

- Prevent water from pooling on or near the roadway by maintaining proper drainage flow.
- Redirect runoff into functional drainage structures, including ditches, culverts, and cross drains.
- The Contractor shall place berms, cross ditches, or lead-off ditches as needed to intercept and remove runoff water from the roadbed to prevent erosion and road damage.

(c.) Drainage Control

- Ensure drainage ditches, culverts, and drainage dips are properly graded to direct water flow away from roads, private drives, and structures.

- Maintain the structural integrity of drainage systems by regrading slopes, reshaping ditches, and reinforcing embankments as necessary.
- Clean and remove debris, sediment, or obstructions from drainage ditches and culverts to allow unimpeded water flow.
- Repair any damage to roadside drainage features caused by project equipment or activities.

(d.) Culvert Maintenance and Cleaning

- Clean the inlet and outlet ends of existing culverts, as well as the first four feet inside each end, to ensure unobstructed water flow.
- Clear natural drainage channels leading to and from culverts, removing any debris or blockages.
- Shape channels to mimic the natural streambed, maintaining a consistent grade at both the inlet and outlet ends.

(e.) Erosion Control

- Stabilize disturbed areas around drainage systems using appropriate erosion control measures, such as seeding, mulch, riprap, or other best management practices, to prevent further erosion and sediment runoff.
- Ensure all drainage maintenance work complies with federal, state, and local environmental regulations, including erosion control and water quality requirements.

(f.) Overside Drains and Flumes

- Clean overside drains and flumes to ensure unobstructed water flow.
- Scatter woody or organic debris in a manner that does not impede water flow or cause blockages downstream.

(g.) Settlements

- Settlements of twelve (12) inches or less in depth shall be repaired by:
 - Scarifying the affected area.
 - Cutting material from the roadbed on each end of the settled area.
 - Filling and wheel rolling the material into the settled area to provide a smooth transition to the adjacent satisfactory roadbed.

(h.) Washouts

- Washouts involving less than five cubic yards of material that occur within the right-of-way (ROW) shall be repaired by:
 - Filling the affected area with suitable material.
 - Compacting the fill using wheel rolling to ensure stability.
 - Sourcing fill material from within 500 feet of the washout or as directed by the Senior Project Manager or designee.

Equipment Use and Compliance

- The Contractor shall use appropriate equipment suited for dirt roads and the size and type of drainage structure being maintained or repaired.
- Heavy equipment, such as excavators, may be used only with prior approval from the Senior Project Manager or designee.
- All equipment used must meet the guidelines outlined in Section 7.1. Mobilization/Equipment Moving to ensure safe and compliant operations.

7.8 Maintenance of Cattleguards

Description

This section covers the replacement of cattle guards and any adjacent components that have been damaged due to access to the ROW or by work related to the Hazard Tree Cutting and Removal Project. Adjacent components may include fencing, gates, posts, or other structural elements necessary to ensure the functionality and safety of the cattle guard system.

Work may involve removing the damaged cattle guard, installing a new or repaired unit, and stabilizing the surrounding area to prevent erosion and maintain road integrity. The Contractor shall ensure that reinstalled cattle guards are properly aligned with the roadway, securely fastened, and capable of supporting expected vehicle loads.

Any fencing, gates, or other components impacted during the cattle guard replacement must be repaired or replaced to their original or improved condition.

The objective is to ensure that all cattle guards and associated structures remain functional, safe, and durable for continued use following project activities.

Materials

The Contractor shall incidentally furnish all necessary materials for maintenance and assembly, including but not limited to:

- Welding materials and tools.
- Fasteners and other required components.

Maintenance Requirements

(a.) Deck Removal and Cleaning

- If deemed necessary, the cattle guard deck shall be removed prior to cleaning and reinstalled upon completion of maintenance activities.

(d.) Disposal of Removed Materials

- Contractors are responsible for the removal of any materials removed from beneath the cattle guard deck and ditches.

(e.) Roadbed and Surfacing Restoration

- Roadbed and surfacing materials disturbed by the Contractor's operations shall be conserved separately, replaced, and compacted by tamping to match the texture and support of the abutting traveled way.
- Upon reinstallation of the deck, the deck surface shall be flush with or no more than one-half ($\frac{1}{2}$) inch above the adjacent traveled way surface and parallel to the normal road gradient.

(f.) Fastener and Weld Repairs

- Loose fasteners on the cattle guard and rigid gate shall be tightened.
- Ruptured welds shall be rewelded, and localized cracks repaired with additional welding.

(g.) Fence and Gate Maintenance

- Attached fences and barbed wire gates within the roadway shall be maintained by:
 - Tightening wires or resplicing them with at least one (1) foot of overlap on each wire.
 - Eliminating visible wire sag between posts.
 - Ensuring wire gates can be easily opened and closed.

7.9 Sign Maintenance

Description

This work consists of repairing or replacing any signs, posts, or related signage, including but not limited to property markers, address signs, or any other private signage that may be damaged during the Hazardous Tree Removal project and approved by the Senior Project Manager.

Maintenance Requirements

(a.) Repairs and Replacement

- Perform repairs to signs and posts whenever possible to restore them to their original condition.
- Replace signs and posts that cannot be repaired with materials matching the original in type, size, and quality.
- Ensure all replacements are securely installed and properly aligned for functionality and visibility.

(b.) Installation Standards

- Signage shall be reinstalled in accordance with industry standards for height, placement, and orientation to ensure they are visible and legible.
- Use approved materials and methods to prevent premature wear, fading, or damage.

Appendix B: BID SUBMITTAL VENDOR COVER SHEET

Bids must be submitted by the due date and time specified on page 8 of this Request for Bids, no exceptions. The response must include all information as specified above along with the cover sheet information below.

Vendor Information:

Company Name: _____

DBA: _____

NM Tax ID: _____

Company Address: _____

Mailing Address: _____

Vendor Contact for further information:

Name: _____

Title: _____

Email: _____

Daytime Phone: _____

Evening/After Hours Phone: _____

Cell/Alternate Phone: _____

Vendor Owner/Authorized Person to sign the contract:

Name: _____

Title: _____

Email: _____

Daytime Phone: _____

Evening/After Hours Phone: _____

Cell/Alternate Phone: _____

Appendix C Schedule of Items - BID TABLE

ITEM NO.	BID ITEM DESCRIPTION	PER UNITS	BID AMOUNT (\$)
7.10	Mobilization/Equipment Moving	Flat Rate	
7.20	Snow Removal Dirt Road	Single-Lane Mile	
7.30	Blading Dirt Roads	Single-lane Mile	
7.31	Blading Native and Pit Run Roads	Single-lane Mile	
7.32	Smooth Blading	Single-lane Mile	
7.33	Berm Maintained	Linear Foot	
7.34	Establishing Berms	Linear Foot	
7.35	Private Drive Repair	Flat Rate	
7.40	Road Dust Abatement (Water Only) Delivered/Applied	Mile	
7.41	TDRS Dust Abatement (Water Only) Delivered/Applied	Gallon	
7.50	Surface Aggregate for Dirt Road	Cubic Yard	
7.51	Surface Aggregate for Dirt Road	Ton	
7.52	Base Course Aggregate for Dirt Road	Cubic Yard	
7.53	Base Course Aggregate for Dirt Road	Ton	
7.60	Culvert Maintenance and Cleaning	Each	
7.61	Culvert Repair or Replacement	Each	
7.70	Roadway Drainage Maintenance	Mile	
7.71	Ditch Cleaning and Maintenance	Linear Foot	
7.72	Restore Drainage Function, Without Water	Mile	
7.73	Restore Drainage Function, With Water	Mile	
7.80	Cleaning One-Lane Cattle guard	Each	
7.81	Cleaning Two-Lane Cattle guard	Each	
7.82	Cattle guard Replacement	Each	
7.90	Replace Single Post and Sign	Each	
7.91	Remount Sign	Each	

Note: New Mexico Gross Receipts tax will be charged at the appropriate rate for the location of service.

Appendix D

1. Sanitation and Servicing: The Contractor shall take all reasonable precautions to prevent pollution of air, soil, and water by the Contractor's operations. Precautions shall include, if facilities for employees are established on or near the project site, they shall be operated in a sanitary manner.

The Contractor shall maintain all equipment operating on the project site in good repair and free of abnormal leakage of lubricants, fuel, coolants, and hydraulic fluid. The Contractor shall remove from the project site all contaminated soil, vegetation, debris, vehicle oil filters (drained of free-flowing oil), batteries, oily rags, and waste oil resulting from use, servicing, repair, or abandonment of equipment.

2. Protection of Protected Species: The location of areas needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act of 1973, 16 U.S.C. 1531, et seq., have been identified on-the-ground by the US Fish & Wildlife Service prior to award of this contract and these locations are shown on the project area map.

3. Protection of Cultural Resources: Locations of known historic or prehistoric sites, buildings, objects, and properties related to American history, architecture, archaeology, and culture, such as settler or Indian artifacts, protected by American Antiquities Act of 1906 (16 U.S.C. 431-433), National Historic Preservation Act of 1966 (16 U.S.C. 470), and the Archaeological Resources Protection Act of 1979 (16 U.S.C. 470aa-ll) (36 CFR 296.4 and 36 CFR 261.9(g)), shall be identified on the ground by SHPO or other Project staff.

4. Accident and Injury Notification: The Contractor shall notify the Senior Project Manager of any lost time personal injury accident or any accident or vandalism resulting in personal property damage over \$400 in value that occurs as a result of or is associated with Contractor's operations.

The Contractor shall notify within 8 hours of any personal injury accident. For vandalism and personal property accidents, the Contractor shall notify the Senior Project Manager at the same time notification is given to the state and local law enforcement authorities.

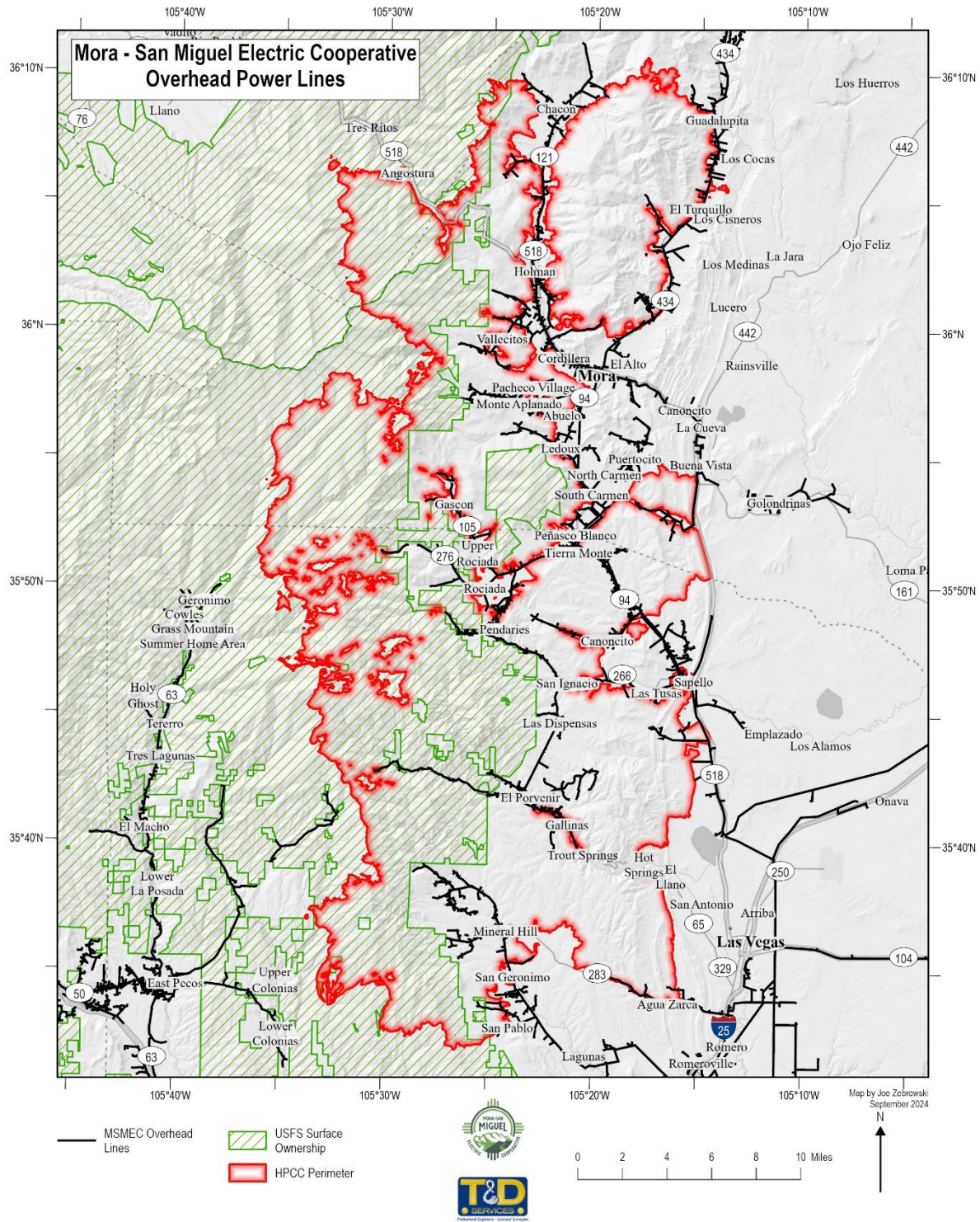
5. Severability: In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

6. Equal Opportunity Compliance: The 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, the 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.

MAPS

1. MSMEC Overhead Lines HPCC Burn Perimeter



2. MSMEC Overhead Lines Assessment Zones

