

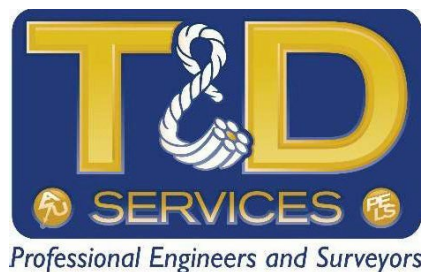
**REQUEST FOR BIDS FOR
STANDBY/CONTINGENCY AND
EMERGENCY RESPONSE for
TREE FALLER MODULES**

Prepared for



By

**TRANSMISSION & DISTRIBUTION SERVICES, LLC
5401 Beverly Hills Avenue NE
Albuquerque, New Mexico 87113**



FEBRUARY 2025

INVITATION TO BID

NOTICE AND INSTRUCTIONS TO PROSPECTIVE BIDDERS

MORA-SAN MIGUEL ELECTRIC COOPERATIVE, INC.

STANDBY/CONTINGENCY AND EMERGENCY RESPONSE TO POWER OUTAGES

for TREE FALLER MODULES

IN THE HERMIT'S PEAK/CALF CANYON BURN SCAR AREA

February 5, 2025

The Standby/Contingency & Emergency Response Specifications package for Tree Faller Modules is attached here and available electronically from Shelley Rossbach (505-980-8955 or srossbach@t-d-services.com).

The required bid documents are shown in Appendix A of this document. **Email your bid to nol-bids@t-d-services.com by 4:30 p.m. MST on February 18, 2025. Bids received after this time will not be accepted.**

A pre-bid meeting via Microsoft Teams is scheduled for February 11, 2025 at 8:00 am MST. Invitations will be sent electronically to all known prospective bidders. This meeting is for information only; it is NOT mandatory. Attendance (or the lack thereof) will not affect the handling of your bid in any way.

The commencement date of the project shall be no later than 14 days after Approval of the Contract by the Owner. Mora-San Miguel Electric Cooperative, Inc. reserves the right to waive any informality or reject any and all bids.

The Contact for the project is:

Shelley Rossbach
505-980-8955;
srossbach@t-d-services.com

SECTION A – INTRODUCTION AND PURPOSE OF RFB

In 2022, the Hermit's Peak/Calf Canyon (HPCC) wildfires burned over 340,000 acres in northern New Mexico. Over 170 miles of powerline are within the burn scar. This power distribution system is operated by the Mora/San Miguel Electric Cooperative (MSMEC). There are tens of thousands of dead or damaged trees along the powerlines within the burn scar which need to be removed. There is a project under development to cut and remove those trees in a methodical manner.

While that project proceeds, there will be a need to respond to trees falling on the powerlines and causing outages (and potentially fires) throughout the burn scar. That is the purpose of THIS project – to implement an emergency readiness and response system similar to that used in wildfire management. This project will use the Incident Command System, and this RFB is similar, although not identical, to the VIPR system the USDA Forest Service uses to contract with resources. MSMEC has contracted with T&D to manage the project.

The intent of this RFB and any resultant Contract(s) is to obtain Two-person Tree Faller Modules for use in the local MSMEC service territory within the burn footprint of the HPCC fire. The resources will be used during times of severe conditions and to assist with restoration of power when the outage is due to fire damaged trees falling (or threatening to fall) on power lines owned by MSMEC. The working conditions are similar to wildfire operations, with burned and unstable trees, thus the standards of the National Wildfire Coordinating Group (NWCG) will be emphasized when qualifying the sawyers. All operations will be conducted with journeyman linemen or other utility-certified personnel involved so that safety when working near powerlines can be assured.

At least one faller must be qualified as Advanced (FAL1) or equivalent and the second must be qualified as Intermediate (FAL2) or equivalent according to NWCG standards in PMS 310-1 or they both must present proof of experience in the arborist industry. It is highly recommended that prospective bidders read the NWCG document entitled Standards for Wildland Fire Chainsaw Operations (PMS 212, June 2022) which is readily available on the Internet (<https://www.nwcg.gov/publications/pms212>).

The Contractor is responsible for all personnel licenses, licensed equipment, materials, supplies, transportation, lodging, meals, personnel, and supervision and management of those personnel, necessary to meet or exceed the Contract specifications.

This solicitation may result in multiple Indefinite Delivery/Indefinite Quantity (IDIQ) contracts without a guaranteed minimum. Since the needs of MSMEC and the availability of Contractor's resources during an emergency cannot be determined in advance, it is mutually agreed that, upon request of T&D on behalf of MSMEC, the Contractor shall furnish the resources listed herein to the extent the Contractor is willing and able at the time of order.

Due to the sporadic occurrence of outages, the placement of any orders IS NOT GUARANTEED.

Proposed rates shall include, but are not limited to, labor, equipment, operating supplies, materials, State and Federal taxes, insurance coverage (including workers compensation costs, as required by State Law), transportation costs, overhead, and profit, and any costs/fees necessary to ensure equipment/operators/crews meet(s) the specified standards. As required by the contract, any costs associated with a contractor provided support truck for fuel, maintenance, and operator transportation; delivery/setup/takedown, mobilization and demobilization, and power generation should also be included.

Proposed rates should be based on a daily rate for a 12-hour shift, including staging and standby. When a shift exceeds 12 hours, the pay for that day shall be increased by 1/12 of the daily rate for each hour over 12. When the contractor is already working on a project for MSMEC/T&D in the burn area and is called out for emergency response, they shall bill the emergency project for ½ day at the daily rate for less than 6 hours or a full day if for work performed between 6 and 12 hours.

Resources furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky and hilly terrain, and dusty, muddy, hot, smoky, wet, snowy, and icy conditions.

SECTION B. BASIS OF AWARD

B.1 EVALUATION OF BIDS

- (a) MSMEC will award a sufficient number of contracts anticipated to meet emergency outage and standby resource needs resulting from this solicitation to responsible bidders whose quotes conforming to the solicitation will be advantageous to MSMEC, price and other factors considered.
- (b) The following factors shall be used to evaluate quotes:
 - (1) operational acceptability of equipment/resource offered to meet MSMEC's requirements; and
 - (2) price reasonableness.
- (c) A quote will be considered operationally acceptable if the offered resource meets the minimum requirements stated in the specifications.
- (d) Price reasonableness may be based upon competition, MSMEC estimates, commercial pricing, historical data, etc.; generally, reasonable pricing will result in higher dispatch priority.
- (e) Contracts will be awarded only to quoters with:
 - (1) reasonably priced resources; and
 - (2) operationally acceptable resources
- (f) The notice of award will be electronically mailed to the vendor's email address.

B.2 PRE-BID MEETING

- (a) MSMEC/T&D is planning a pre-quote meeting via Microsoft Teams, during which potential quoters may obtain a better understanding of the work required.
- (b) Quoters are encouraged to submit all questions in writing (to srossbach@t-d-services.com) at least five days prior to the conference call.
- (c) Quoters are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the quoter to seek clarification prior to submitting a quote.
- (d) The conference call will be held remotely, using Microsoft Teams software. Invitations will be sent electronically to all known potential bidders. This meeting is NOT mandatory; it is for information only. Attendance (or the lack thereof) will not affect the handling of your bid in any way.

Date: February 11, 2025

Time: 8:00 am, MST

SECTION C. PERFORMANCE PLACE AND PERIODS

C1. CONTRACT PERIOD.

- (a) Estimated date of award is February 27, 2025. The Contract period is for 2 years from the date of award and may be extended by mutual agreement.

NO ORDERS OR PAYMENTS ARE GUARANTEED DURING THE DURATION OF THE CONTRACT PERIOD. Each Dispatch will be coordinated by T&D Services and paid by MSMEC. Vendors are advised to retain all paperwork received.

This Contract does not preclude MSMEC from using any of its owned resources or Mutual Aid resources (from other New Mexico Co-ops) before equipment is mobilized under this Contract. MSMEC also reserves the right to utilize other commercial facilities. Orders are based on MSMEC need and due to the nature of tree-caused outages, we are unable to forecast contract use.

An annual review will be conducted and at the discretion of the Contracting Officer, Contractors may be offered an opportunity to adjust their prices during that review period. If a revised price is not submitted during the period set forth by the Contracting Officer, the prices proposed in the original contract will remain in effect.

- (b) Contracts are valid year-round, with anticipated highest demand for resources during the winter and spring months (November through June) of each year.

C.2 CONTRACT CANCELLATION.

This Contract may be discontinued upon 30 days' written notice by either party.

C.3 AUTHORIZED PERSONNEL TO PLACE ORDERS

Orders will be placed by MSMEC, T&D, or their designated agents. Successful bidders will be notified about ordering procedures once they are finalized.

C.4 CHANGES TO CONTRACTS

Changes to Contracts may only be made by the original signing procurement official or a designated successor contracting officer. If the original signing procurement official or designated successor contracting officer is not available and adjustments are deemed appropriate, an Emergency Equipment Rental Agreement (EERA) shall be executed at the incident and shall be applicable ONLY for the duration of that incident. The EERA must include the name and location of the incident. Resources that are accepted to the incident are to be utilized as the ordered resource and type per the resource order.

Any additional supplies or services requested outside of the awarded contract also requires establishment of an at-incident procurement instrument for proper payment and compensation.

C.6. CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE

- (a) The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.
- (b) The Contractor, at the Contractor's expense, shall maintain 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.
- (c) The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.
- (d) MSMEC and T&D Services shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this contract. MSMEC and T&D Services shall be indemnified and saved harmless against claims for damage or injury in such cases.

C.7. LOSS, DAMAGE, OR DESTRUCTION

- (a) For equipment furnished under this contract with operator, MSMEC shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s)

of MSMEC/T&D employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits.

SECTION D - RESOURCES

D.1 CONTRACTOR PROVIDED EQUIPMENT

The Contractor must own the equipment they are proposing to provide. Rented or borrowed equipment will not be accepted.

D.2 EQUIPMENT RELIABILITY

- (a) The Contractor shall provide dependable equipment that meets all applicable state and federal laws relating to motor vehicles and equipment.
- (b) MSMEC reserves the right to conduct inspections at any time.

D.3 EQUIPMENT REQUIREMENTS

Equipment shall be maintained in good repair by the Contractor.

- (a) Chainsaw: At least three (3) operational chainsaws for modules of two fallers.
 - a. At least one saw must have a minimum of 30" bar for larger diameter timber, and the other saws should be a variety of bar lengths.
 - b. The sizes of all saws to be provided under this agreement must be specified in the Schedule of Items (Appendix A)
 - c. Each saw must have an operational, approved spark arrester.
 - d. Each saw must have a functioning chainbrake.
- (b) Wedges, throw lines and/or other equipment that will assist in directional falling.
- (c) Falling axe(s).
- (d) All necessary maintenance tools, supplies, and parts to keep the saws operating in a safe and efficient manner (i.e. bar or saw tool, files, chain, gas/oil, etc.).

D.4 TRANSPORTATION

The Contractor shall provide dependable ground transportation that meets all State and Federal laws relating to motor vehicle operation. The vehicle(s) must be capable of providing transportation to and from the project area. The Contractor shall ensure that seatbelts will be available and used by every passenger in any vehicle while in motion.

Vehicle(s) MUST be 4-wheel or all-wheel drive capable. The vehicle(s) must be capable of carrying saws and hazardous materials (e.g., fuel) external from the passenger compartment.

All vehicles shall have a full-size spare tire with minimum of 4/32" tread. The spare tire shall be easily accessible.

D.5 PERSONNEL REQUIREMENTS

D.5.1 TRAINING/EXPERIENCE.

All fallers provided under this agreement must be highly skilled at directional falling. They will be working near powerlines under the supervision of electrical linemen or other appropriate supervisors.

- (a) At least one person under this Agreement shall meet the following minimum requirements (MSMEC reserves the right to verify training and experience at any time for all fallers):
 - (1) Three (3) years' experience in the commercial logging or arborist industry as a timber faller and/or 3 years' experience as a faller on wildfire incidents (1,000 hours of timber falling is equal to 1 year of experience);
 - (2) If you are claiming wildfire experience, your government certification as a Faller 1 (Formerly "C" Faller) must be validated as current within the last 5 years and show performance evaluations and/or shift tickets showing you were hired strictly as a faller on wildfire incidents and document the hours/shifts you achieved performing these duties,
 - (3) If you are claiming arborist experience, provide proof of your ISA Certified Arborist qualification.
- (b) The second person in the module must have at least 2 years' experience and/or be qualified as a Faller 2 for wildland fire. It is preferred that both people be fully qualified as above [section (a)] for safety reasons.
- (c) Note that working for a tree trimming company occasionally falling trees in a controlled environment does not count as a commercial timber faller.

Refer to Appendix A for the documentation to be submitted for each faller being offered on the solicitation. Attach additional sheets if necessary.

D.5.2 WORK/REST, LENGTH OF ASSIGNMENTS, AND CREW CHANGE OUT.

- (a) Work/rest and length of assignment guidelines are in place to ensure the health and safety of employees. Contractors shall ensure that their personnel adhere to the work/rest guidelines (minimum 2:1 work to rest ratio (for every 2 hours of work or travel, provide 1 hour of sleep and/or rest within a 24-hour period)). Hours worked that exceed 16 hours in a 24-hour period must be approved by the IC or MSMEC/T&D. Documentation shall include mitigation measures used to reduce fatigue.
- (b) To mitigate exceeding length of assignment guidelines and manage the days of rest, MSMEC has the option to:
 - (1) Request the Contractor to provide replacement personnel. Replacement personnel are subject to the work/rest and length of assignment guidelines and must arrive at the incident fully rested. MSMEC will not pay transportation cost for replacement personnel.
 - (2) Release resources after a 14-day assignment or request extension from the IC.

D.5.3 DRIVER HOURS LIMITATION –

The following Driver Hour limitations shall apply to this contract:

- (a) No driver will drive more than 10 hours (behind the wheel/actual driving time)

within any duty-day.

- (b) Multiple drivers in a single vehicle may drive up to the duty-day limitation provided no driver exceeds the individual driving time (behind the wheel/actual driving time) limitation of 10 hours.
- (c) As stated in the current work/rest policy, documentation of mitigation measures used to reduce fatigue is required for personnel who exceed 16-hour work shifts. This is required regardless of whether the driver was still compliant with the 10-hour individual (behind the wheel) driving time limitations.

D.5.4 CONTRACTOR'S REPRESENTATIVE

Unless otherwise designated, the operator(s) shall be considered the Contractor's Representative for this Contract.

D.5.5 FIRST AID, MEDICAL COVERAGE AND EMERGENCY EVACUATIONS

D.5.5.1 FIRST AID RESPONSIBILITY

The contractor is financially responsible for employee medical expenses and coverage. MSMEC may provide first aid at the incident at no charge to the contractor. Any other medical expenses incurred will be the responsibility of the contractor. If contractor personnel become ill or are injured and incident transportation is not available, MSMEC may evacuate or transport the injured/ill person(s) to a medical facility/hospital utilizing a commercial source (e.g. ambulance or air transport such as Lifeflight). Commercial transport costs will be the responsibility of the Contractor.

Unlike wildland fire incidents, there will not be any medically trained personnel on-site. Contractors shall have first-aid kits in their possession. The work will be occurring in remote areas.

D.5.5.2 MEDICAL INSURANCE

Contractor shall provide all personnel with an adequate supply of appropriate insurance forms, insurance ID card(s), and other necessary documents. Such documents shall accompany the injured/ill person(s) when the medical need arises. MSMEC will not track, record, or manage contractor insurance records under this contract. Insurance coverage and documentation is the sole responsibility of the contractor.

D.5.6 PERSONAL PROTECTIVE EQUIPMENT

Personal Protective Equipment (PPE). The contractor shall be responsible for ensuring the PPE is operable and maintained in good repair throughout the duration of any assignment. Personal Protective Clothing will be cleaned at sufficient intervals to preclude unsafe working conditions. The contractor shall be responsible for ensuring that all personnel arrive with the following PPE:

- (a) **BOOTS:** All Leather uppers, lace-up type, minimum of 8 inches high with lug type sole in good condition (steel toed boots are not acceptable).
- (b) **HARD HAT:** Hardhat meeting NFPA Standard 1977 is required.

- (c) GLOVES: One pair of heavy-duty leather per person.
- (d) CHAPS: One pair per person. Chaps or cut-resistant pants for chain saw use shall meet the requirements of ASTM F-1897 (current version). Chaps meeting Forest Service 6170-4 meet the ASTM standard and are acceptable. Chaps shall overlap boots at least 2".
- (e) EYE PROTECTION: One pair (meets standards ANSI Z87, latest edition).
- (f) HEARING PROTECTION: Use hearing protection whenever sound levels exceed 85 dB.
- (g) HEAD LAMP: With batteries and attachment for hard hat.

D.5.7 ENGLISH SPEAKING REQUIREMENT.

Communication between Contractor crew personnel and MSMEC incident personnel is mandatory for safe and effective performance. Contractor's representative shall be able to proficiently communicate in English, in the language of the crew, and read and communicate the Incident Action Plan, Safety Alerts, etc. All radio communication on MSMEC-assigned frequencies shall be in English.

D.5.8 INCIDENT BEHAVIOR.

It is extremely important that inappropriate behavior be recognized and dealt with promptly. Inappropriate behavior is all forms of harassment including sexual and racial harassment. HARASSMENT IN ANY FORM WILL NOT BE TOLERATED. Non-prescription and Federally unlawful drugs and alcohol are not permitted at the incident.

SECTION E – ORDERING AND DISPATCH

E.1 DISPATCH PRIORITY FOR RESOURCES.

- (1) For initial response, dispatchers will follow the "closest forces" concept and utilize locally available resources according to incident needs.
- (2) For standby, MSMEC/T&D can employ a local project work commuting area restriction where the ordered resource(s) must be within a local commuting distance. This local commuting distance equates to a distance that the contractor can reasonably be expected to travel back and forth daily to the staging area as determined by MSMEC/T&D.
- (3) MSMEC/T&D normally will dispatch resources in accordance with this protocol; however, the number of outages and actual weather conditions at the time of dispatch may require a deviation from normal procedures to respond effectively to such conditions. Any such deviation will be within the discretion of MSMEC/T&D and will not be deemed a violation of any term or condition of this Contract.

E.2 DISPATCHING PROCEDURES.

E.2.1 When receiving a dispatch call, the Contractor shall confirm their availability and ability to meet specified timeframes. If the Contractor cannot be reached or is not able to meet the time and date needed, the dispatcher may proceed with contacting the next resource on the dispatch list. Contractor shall check in at the assignment at the time and location agreed upon when dispatched.

E.2.1.1 MSMEC/T&D will estimate the travel time to and from the incident. Travel

time via ground transportation shall be calculated by dividing distance (from point of hire to incident, or incident to incident or incident to point of hire) by average travel speed of 60 mph, plus applicable rest time.

E.2.1.2 At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the assigned resource order number upon arrival and check in at the incident. The vendor will be paid for travel to and from the incident from the equipment City and State they designated in their offer. Vendor must meet date and time needed. Date and time needed are a contractual obligation. Acceptance of an order without the ability to meet the stated date and time needed can result in suspension and/or termination of the vendor's contract(s).

E.2.1.3 Information Provided to the Contractor.

- (a) At the time of acceptance of the assignment, the following information will be given to the Contractor:
- (1) Resource Order Number.
 - (2) Incident Order Number and Name of Incident.
 - (3) Date and time to report to incident.
 - (4) Descriptive location of the designated site where the Contractor shall meet an MSMEC/T&D representative. A map, if available.
 - (5) Incident contact phone number for further information.
- (b) Prior to departing for the incident, the Contractor shall provide to dispatch the complete name of each person dispatched with the contractor equipment, and the estimated time of departure (ETD) and estimated time of arrival (ETA) from point of dispatch.
- (c) Dispatch offices may use email to provide a copy of the resource order to the Contractor.

E.3 INCIDENT PRE-USE INSPECTION

- (a) All resources furnished under this contract shall be in acceptable condition. MSMEC/T&D reserves the right to reject resources that are not in safe and operable condition. Prior to incident use or anytime the resource is under hire, MSMEC/T&D may perform inspections.
- (b) If the resource does not pass inspection at the incident or designated inspection station, it is considered noncompliant. The Contractor may be given 24 hours or time frame designated by MSMEC representatives to bring the resource into compliance. If the resource does not pass inspection, no payment will be made for travel to the incident or point of inspection or return to the point of hire, or for the time that the resource was not available. Upon rejection, resource will be removed from the dispatch list until such time that the resource is brought into compliance and re-inspected at MSMEC's convenience. Repeated failures at the pre-use incident inspection may be grounds for cancellation of the Contract.
- (c) **INSPECTION REPORTS.** Copies of the incident inspection reports and related documentation shall be distributed as follows:
1. The original shall remain with the documents at MSMEC.

2. A copy of the inspection shall be given to the Contractor and/or the Contractor's Representative.

E4. NONCOMPLIANCE AFTER ACCEPTANCE AT THE INCIDENT

If the resource is released due to noncompliance, documentation shall be immediately forwarded, by the Incident Management Team to the Contracting Officer; and the resource will be removed from the dispatch list until such time that the resource is brought into compliance and re-inspected at MSMEC's convenience.

E5. WORKMANSHIP

(a) All work under this Contract shall be performed in a safe manner to a professional and workmanlike standard. The goal of performance under this Contract is the restoration of power and other emergency incident responses. The Incident Commander may release from an incident assignment any Contractor employee deemed incompetent, unprofessional, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy.

(b) If an employee or crew is terminated, quits, or otherwise is released from the incident for any reason, the Contractor is responsible for returning the employee(s) to the point of hire with a departure time from the job site no later than 12 hours or time specified by an MSMEC/T&D official following such decision. The Contractor may, at their discretion, provide such transportation, or request the Incident Management Team (IMT) to arrange for the transportation with all transportation costs deducted from Contractor's payment. If the Contractor does not act in a timely manner (i.e., Contractor's employee(s) not departing from the job site for return to point of hire within the specified time period), the IMT has authority to transport said employee or arrange for employee's transportation and to deduct all such transportation costs from Contractor's payment.

E6. PERFORMANCE EVALUATIONS

Performance evaluations will be performed at the incident. The evaluation will be completed at the incident by an MSMEC/T&D representative supervising the work. An MSMEC/T&D representative will review the performance evaluation with the Contractor, record Contractor comments, and obtain the Contractor's signature acknowledging completion of the evaluation. A copy of the evaluation will be provided to the Contractor.

SECTION F PAYMENTS

F.1 BRIEFINGS.

All operators/Contractor Representatives shall attend operational period briefings when such briefings are held. This is included in the daily rate.

F.2 REPAIRS.

Repairs shall be made and paid for by the Contractor. MSMEC may, at its option, elect to make such repairs when necessary to keep the resource operating. The cost

of such repairs will be deducted from payment to the contractor.

F.3 OPERATING SUPPLIES.

Even though this contract may specify that all operating supplies are to be furnished by the Contractor, MSMEC may, at its option, elect to furnish such supplies when necessary to keep the resource operating. The cost of such supplies will be determined by MSMEC and deducted from payment to the Contractor.

F.4 SELF SUFFICIENCY.

MSMEC does not envision setting up any "camps" such as those provided during wildland fire incidents. Thus, contractors must include in their bid the anticipated costs for their employees for food and lodging during both outage calls and standby/severity assignments.

F.5 ORDER CANCELLATION.

Order cancellation/enroute. If the order is cancelled after the resource order has been confirmed, and the resource is enroute, the resource is considered mobilized and the daily rate (or half day if applicable) will be paid.

F.6 PAYMENTS.

- (a) MSMEC is responsible for payments.
- (b) The time under hire shall start at the time the resource begins traveling to the incident after being ordered by MSMEC, and end at the estimated time of arrival back to the point of hire after being released.
- (c) On-Shift includes time worked, time that resource is held or directed to be in a state of readiness, and compensable travel (resource traveling under its own power) that has a specific start and ending time.
- (d) Daily Rate - Payment will be made on the basis of calendar days (0001 - 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50% of the Daily Rate for periods less than 6 hours.

F.7 TRAVEL TIME

The vendor will be paid for travel to and from the incident from the equipment City and State they designated in their offer. Vendor must meet date and time needed. For outage calls and standby/severity assignments in which the contractor is allowed to return to its resource location during off-shift time, mileage/travel is not paid for daily commute to and from work site/reporting location.

F.8 METHOD OF PAYMENT

Lump-sum payment will normally be processed at the end of the emergency assignment.

F.9 EXCEPTIONS

- (a) No further payment will accrue during any period that a resource under hire is not in a safe or operable condition or it is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the resource was operational during the assigned shift.
- (b) If the Contractor withdraws resources prior to being released by MSMEC, no further payment shall accrue and the Contractor shall bear all costs of returning resources to the point of hire.

- (c) After inspection and acceptance for use, resources that become inoperable and cannot be repaired at the site of work by the Contractor or by MSMEC within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph b. above with the exception that MSMEC shall pay return travel. MSMEC shall calculate travel in accordance with a normal release of resource. The Contractor shall bear any additional cost returning resource and/or operator(s) to the point of hire.
- (d) No payment will accrue when the contractor is off shift.
- (e) Deductions. Unless specifically stated elsewhere in this contract the cost of any supplies, materials, or services provided for the Contractor by MSMEC will be deducted from the payment to the Contractor.

F11. TIMEKEEPING AND THE INVOICING PROCESS

F11.1 The Contractor shall have one copy of the complete Contract for the assigned incident in his possession at the incident.

F11.2 After each operational period worked, time will be verified and approved by the MSMEC/T&D Agent responsible for ordering and/or directing use of the resource. MSMEC will verify the Contractor's time on an Emergency Equipment Shift Ticket (OF-297).

MSMEC and the Contractor representatives will sign the OF-297 verifying the hours worked daily. Each operator's name shall be listed on the shift ticket.

F11.3 The Finance Section or designated representative will post the equipment time to an Emergency Equipment Use Invoice, Optional Form 286 (OF-286). When the resource is released, the Finance Section will close out the Invoice including estimated time for return travel. The incident will submit a payment package to MSMEC and give a copy of all documents to the Contractor at the incident.

F12. REPLACEMENT OF RESOURCES

At the discretion of the CO for this contract, this award may be modified to replace resources with an equal or better resource at any time without change to the contract rates or position on the dispatch list. Replacement resources shall be inspected and accepted, if required by the solicitation, and approved in advance of use.

SECTION G - SOLICITATION PROVISIONS – Instructions to Offerors

- (a) Page 2 (above) and Appendix A of this document contain the instructions for submitting a bid for this solicitation.
- (b) Contract award. MSMEC intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, MSMEC reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. MSMEC may reject any or all offers if such action is in their interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

INVITATION TO BID – Tree Faller Modules

APPENDIX A – BID SUBMITTAL INSTRUCTIONS

Bids must be submitted electronically to nol-bids@t-d-services.com by 4:30 pm MST on February 18, 2025, no exceptions. The response must include all information as specified below:

A.1 – Vendor Information:

Company Name: _____

DBA: _____

NM Tax ID: _____

Company Address: _____

Mailing Address (if different): _____

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: _____

A.2 – Proof of insurance

Include cover sheets from Workers Compensation and General Liability Insurance policies which show the coverage required in section C.5 of the RFB. For the Liability Insurance, please show Mora-San Miguel Electric Cooperative as the Certificate Holder. Their address is 499 NM-518, Mora NM 87732.

A.3 – Narrative

Include a narrative on company letterhead which describes your experience in similar work, including emergency response to incidents such as wildfires.

A.4 – Schedule of Items and Faller Resumes

On the following pages you will find the blank Schedule of Items and Faller Resumes to complete for each member of your module(s). You may submit multiple names for each “position” (advanced or intermediate faller) as long as at least one advanced faller is sent on every assignment.

FALLER MODULE – Schedule of Items (including price)

RESOURCE INFORMATION	
Contractor Name:	
City:	
State:	
Zip Code:	
Maximum number of 2-person modules you could send out at one time:	
Daily Rate (two people):	
Mileage Rate (one vehicle):	

Saw #1 size (bar length):	
Saw #2 size (bar length):	
Saw #3 size (bar length):	
Saw #4 size (bar length) (if applicable):	
Saw #5 size (bar length) (if applicable):	

Advanced Faller Name:	
Advanced Faller Name:	
Advanced Faller Name:	
Intermediate Faller Name:	
Intermediate Faller Name:	
Intermediate Faller Name:	

FALLER RESUME

Complete a resume for each faller being offered on the solicitation. Attach additional sheets if necessary.

Faller Name	
Residence (City/ State)	
Qualification Level	
Employer Name	
Employer Address	
Supervisor Name	
Supervisor Phone #	
Start Date of Employment (Month/ Year)	
End Date of Employment (Month/ Year)	
Attachments (Yes/ No)	
Describe duties performed	
Employee Signature	Date: _____
Vendor Signature	Date: _____

Vendor signature signifies the above employee meets or exceeds the minimum qualifications as identified in **Section D.5.1 (Personnel Requirements – Training/Experience)** of this RFB.

FALLER RESUME

Complete a resume for each faller being offered on the solicitation. Attach additional sheets if necessary.

Faller Name	
Residence (City/ State)	
Qualification Level	
Employer Name	
Employer Address	
Supervisor Name	
Supervisor Phone #	
Start Date of Employment (Month/ Year)	
End Date of Employment (Month/ Year)	
Attachments (Yes/ No)	
Describe duties performed	
Employee Signature	Date: _____
Vendor Signature	Date: _____

Vendor signature signifies the above employee meets or exceeds the minimum qualifications as identified in **Section D.5.1 (Personnel Requirements – Training/Experience)** of this RFB.