



REQUEST FOR BIDS
for

Hazardous Tree Cutting Project
(Hermits Peak/Calf Canyon Burn Area)

Issued by:

Mora San Miguel Electric Cooperative
P.O. Box 240
Mora, NM 87732

Date Issue: November 30, 2024

Mandatory Site Review Date: December 10, 2024

Meeting Location: Gas Station at Sapello, NM
1005 NM-518
Sapello, NM 87745
(35.77282° N, 105.25334° W)
Time: 9:00 am

Site Review Area: Las Dispensas, Tierra Monte

Deadline Date: December 20, 2024
Deadline Time: 5:00 pm MST

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

Questions call:
Phone: (505) 553-1875

1. Introduction

1.1 Purpose of this Request for Bids (RFB)

The purpose of this solicitation is to select individuals and/or firm(s) that will assist Mora San Miguel Electric Cooperative (MSMEC) and the Transmission & Distribution Services, LLC (T&D) to conduct danger/hazard tree cutting along MSMEC system lines with the boundaries of the Hermit's Peak/Calf Canyon Fire (HPCC). MSMEC may award multiple contracts as a result of this RFB.

1.2 Background Information

- The HPCC wildfire left a situation where burned trees and forest stand structure have been altered in many areas within its footprint, with both danger trees and hazard trees that threaten powerlines, infrastructure, and work crew safety.
- As a result of this disaster, Mora-San Miguel Electric Cooperative (MSMEC) has acquired additional assistance to handle the needs above their normal workload. MSMEC has hired Transmission & Distribution Services, LLC (T&D), a long-standing relationship and New Mexico-based business, to assist with additional capacity to administer and manage disaster-related needs. For the purposes of this RFB, MEMEC and T&D will be collectively, T&D.
- The work will address danger/hazard tree cutting along MSMEC system lines within the boundaries of the Hermit's Peak/Calf Canyon Fire (HPCC). The vast majority of trees within this project area (over 90%) are Ponderosa pine trees with minor amounts of piñon pine, juniper, white fir, Douglas-fir, Engelmann spruce, Blue spruce, Gambel oak, New Mexican Locust, Quacking aspen, Rocky Mountain maple, corkbark spruce, and various riparian species.

1.3 SCOPE OF SERVICES:

This Project is a marked tree cut, deck and removal operation. Task orders will be used throughout the entire Project. Task orders will be issued with identified locations along singular or multiple powerlines identified by GPS points/polygons on maps. These maps will be made available in a digital format for the Contractor to utilize in field conditions. An example of these maps is by georeferenced pdf maps for use by Contractor personnel. Tree felling and processing is expected to be done using various methodologies depending on safety and environmental site factors. The Contractor should include mechanized and hand falling/processing.

The Project Professional Forester and Certified Arborist will ensure the Contractor complies with the Forest Conservation Act, NMSA 1978, Sections 68-2-1 to 68-2-25, the Commercial Harvest Requirements (NMAC 19.20.4) and utilize Best Management Practices (BMPs; New Mexico Forest Practice Guidelines) for appropriate guidance when performing tree cutting operations.

Some trees or portions of trees may be retained on site to reduce erosion. This may include contouring logs or chipping/masticating, the quantity of trees will dictate that most of the trees be removed to meet BMPs for chip depths. The location of the landings (decked wood) on private land will be decided by the Professional Forester, landowner and the Contractor.

All dead, dying, or live trees likely to soon die and is demonstrating the ability to strike a powerline within or surrounding the ROW will be cut. It is also important that often a designated hazard tree might be impossible to access and/or cut safely without removing adjacent trees that create an obstacle to the hazard tree removal. Trees, creating an impediment to cutting will need to be cut by the Contractor and these are considered to be “incidental trees”. Incidental trees will be tracked as part of removal operations and must be accounted for when it leaves the operation site. **The Contractor shall implement the Hazard tree cut and removal strategies described in Appendix A (see attached prescription). Follow procedures and specifications listed in the Appendix.**

1.4 QUALIFICATIONS:

The Contractor and the Contractor’s team must have conducted post-fire work, post fire cutting under power lines, or timber sales, forest thinning and forest restoration projects in New Mexico. The previous work must have met federal and state safety, compliance and work goals for its clients. The Contractor has the capacity and skills necessary to conduct the proposed scope of work.

1.5 Sr. Project Manager

MSMEC has designated a Sr. Project Manager, Transmission & Distribution Services, LLC (T&D) who is responsible for the conduct of this Project. The Sr. Project Manager is:

Brent Racher
T&D Services
5401 Beverly Hills Avenue NE
Albuquerque, NM 87113.
bracher@t-d-services.com

T&D has selected an Arborist and Professional Forester to oversee the field operations and conduct the inspections of the project as measured against the project objectives and prescriptions. Deficiencies must be corrected prior to any invoices being processed. Any inquiries or requests regarding Project management must be submitted to the T&D in writing. Contractors’ may contact Project Manager regarding the invoicing. Questions regarding the treatment prescriptions and elements of the treatments can be directed to the Arborist or Professional Forester.

2.0 **Terms and Conditions and Submittal Instructions**

This section of the RFB contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

2.1 Timetable for RFB Process

The Sr. Project Manager and Field Operations will make every effort to adhere to the schedules shown in this RFB. The time frames shown however may be subject to change at the discretion of MSMEC.

RFB Issued	November 30, 2024
Site Review - Project Areas of Interests (AOI) - Las Dispenses, Tierra Montes	December 10, 2024
Bids/narrative Due	December 20, 2024
Notification of Successful Contractor (approx. date)	December 30, 2024
Contract Finalization	January 07, 2025
Start Work	Any time after January 11, 2025 (approx. date - subject to weather and forest conditions.)

2.2. Terms and Conditions of Participating in the RFB Process

2.2.1 Submission of Bid/narrative

Bid/narratives must be received by the Sr. Project Manager or his designee no later than the date and time shown on the cover page of this Request for Bid and above table. Bid/narratives received after this deadline will not be accepted. The contents shall not be disclosed to competing Contractor(s) prior to contract award.

2.2.2 Evaluation

An Evaluation Committee will evaluate Bid/narrative. During this time, the Sr. Project Manager may initiate discussions with Contractor(s) who submit responsive or potentially responsive Bid narrative for the purpose of clarifying aspects of the Bid/narratives, but Bid/narratives may be accepted and evaluated without such discussion. The Contractor(s) SHALL NOT initiate discussions.

2.2.3 Best and Final Offers from Finalists

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

2.2.4 Contract Negotiations

The contract will be negotiated with the most advantageous Contractor(s). In the event that T&D cannot negotiate a contract with the initial Contractor(s) in a reasonable time, the next most advantageous Contractor(s) will be contacted without undertaking a new procurement process or the RFB will be canceled.

2.2.5 Contract Award

The contract shall be awarded to the Contractor(s) whose proposal is 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 T&D

2.2.6 Protest of Award

A Contractor(s) who submits a responsive Offer 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 request for proposal number. It must also contain a statement of grounds for the protest including appropriate supporting exhibits and it must specify the ruling requested from the Project Manager. The protest must be delivered to the Procurement Manager listed below:

Brent Racher
T&D Services
5401 Beverly Hills Avenue NE
Albuquerque, NM 87113.
bracher@t-d-services.com

2.3. General Requirements

T&D requires that all Contractor(s) agree to be bound by the “General Requirements” contained in this RFB. Any Contractor concerns must be promptly brought to the attention of the Sr. Project Manager. Submission of a Bid/narrative constitutes acceptance of the evaluation factors contained in Section 5 of this RFB.

T&D Requires That all Contractor Hand Crew Employees Are Certified Under the New Mexico Forest Worker Safety Certification Program, or Federal Chainsaw Certification Programs, if applicable

2.3.1 Incurring Cost

Any cost incurred by the Contractor(s) in preparation, transmittal, presentation of any proposal or material submitted in response to this RFB shall be borne solely by the Contractor(s).

2.3.2. Prime Contractor Responsibility

Any Contractor(s) awarded a contract as a result of this RFB will be solely responsible for fulfillment of the contract with T&D. T&D will make contract payments only to the primary contractor.

2.3.3. 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. T&D reserves the right to approve or disapprove of any subcontractors used by the primary contractor. The primary contractor shall be solely responsible for the entire performance provisions of the contract which includes every aspect of the prescriptions, and payment to subcontractor. Whether or not subcontractors are identified in the proposal or used in the performance of the contract, subcontractor is held to the same federal and state standards as the Contractor.

2.3.4 Proposal Offer Firm

Responses to this RFB will be considered firm for ninety calendar days after the due date for receipt of Bid/narrative.

2.3.5 Disclosure of Contents

The Bid/narrative will be kept confidential until a contract is awarded. At that time, all Bid/narrative and documents pertaining to the Bid/narrative will be open to the public, except for the material that is proprietary or confidential. The Sr. Project Manager will not disclose or make public any pages of a proposal 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 proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

2.3.6. No Obligation

This procurement in no manner obligates T&D to purchase any services or tangible personal property or the use of any proposed professional services unless or until a valid written contract is awarded and approved by the appropriate authorities.

2.3.7 Termination of RFB

This RFB may be canceled at any time and any and all Bid/narrative may be rejected in whole or in part when MSMEC determines such action to be in the best interest of Hazardous Tree Cutting Project and/or MSMEC.

2.3.9. Contract Terms and Conditions

The contract between the MSMEC and a contractor will include language similar to that put forth in Section 2.3.15 and Exhibits contained in this RFB, terms required by applicable state and federal law, terms regarding Performance , Liquidated Damages, Minimum Wage Rates, and ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8USC 1324a) and shall follow the format specified by T&D. In addition, MSMEC reserves the right to negotiate with a successful Contractor(s) provisions in addition to those contained in this RFB.

Applicable Law and Approval: The Contractor shall, without additional expense to T&D, be responsible for complying with any Federal, State laws, and regulations applicable to the performance of the work.

2.3.10 Insurance:

The Contractor shall, at all times 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.

- (1) Worker's Compensation insurance as required by the New Mexico Worker's Compensation Act of the State of New Mexico, if applicable.
- (2) 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 Services, the Contractor shall provide Certificates of Insurance satisfactory to T&D (or as T&D may direct, copies of the actual insurance policies) at the following address:

Brent Racher
T&D Services
9550 San Mateo Blvd NE
Albuquerque, NM 87113
bracher@t-d-services.com

Certificates of Insurance or insurance policies: Contractor must provide evidence that insurance as required by Paragraph 10 is in force, stating the policy number, dates of expiration and limits of liability. All policies of insurance, coverage and Certificates shall be form and content acceptable to T&D. All insurance shall be provided by insurance companies with a Best's Rating of A or better, or satisfactory to T&D. If, during the performance period of the Agreement, any required coverage expires, the Contractor shall renew the insurance policy and coverage and furnish a renewal certificate no later than the expiration date of the coverage in question.

Notice of Cancellation or Material Change: Policies and certificates shall specifically provide a 60 day notice of cancellation, non-renewal, or material change to be sent to T&D.

No Release: The carrying of the above-described coverage shall in no way be interpreted as relieving the Contractor of any responsibility or liability described herein or under any applicable law, statutes, regulation, or order.

The sureties: shall be duly authorized to conduct business in New Mexico and shall be acceptable to T&D and shall be named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

Indemnification and Hold Harmless

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless T&D and MSMEC (collectively, MSMEC) its officers, directors and employees against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by Contractor's negligent performance of professional services under this Agreement or anyone for whom Contractor is legally liable.

T&D and MSMEC agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors and employees (collectively, Contractor) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by T&D's and MSMEC's negligent performance of professional services under this Agreement or anyone for whom MSMEC is legally liable.

Neither MSMEC nor Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other Party's own negligence or for the negligence of others.

2.3.11 T&D Rights

The T&D reserves the right to accept all or a portion of the proposal of a Contractor(s) selected for award.

2.3.12 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.

2.3.13 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 insure 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 the T&D, the version maintained by the T&D shall govern.

2.3.14 Payment for Services

Invoices submitted to T&D will be examined for accuracy, and submitted to MSMEC. Payment for services performed will be made by MSMEC. MSMEC intends to make partial payments for work completed and approved by a monitoring inspector on a weekly basis. Payments will be based upon bid units, as stated in the contract. Payment of services will also be based upon satisfactory work performance measures. Measurement will be done by GPS resources.

T&D will maintain adequate accounting records of the charges included in each invoice to its Client for purposes of determining the charges payable to the Contractor. Contractor shall maintain accurate records for audit.

2.3.15 Procurement Policy

MSMEC will follow its Board Approved - Board Policy No. 309 effective 10/24/2019 and state and federal procurement policies.

3. Response Format and Organization

3.1 Number of Responses

Contractor(s) shall submit only one proposal for each project listed in this RFB.

3.2 Proposal Submittal

When submitted by electronic means, the proposal shall be in a pdf format and submitted on or before the closing date and time. T&D shall not accept Bid/narrative received after this date and will make **absolutely no exceptions** for Bid/narrative not received by the appointed time.

3.3 Proposal Organization

Transmittal letter on official business letterhead to include:

1. Name of the responder submitting the proposal
2. Name, title, address, telephone number, and e-mail address of the individuals to contact for further information.
3. Name, title, address, telephone number, and e-mail address of the individual authorized by the responder to contractually obligate the Contractor's business.
4. Response to Scope of Services
5. Previous Experience/References
6. Price

Within each section of the proposal, Contractor(s) 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 proposal. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis

4.0 Specifications

Contractor(s) shall respond in written narrative to each specification listed in this Section. The narratives along with required supporting materials will be evaluated and awarded points accordingly. Video or compact disk resources will be allowed to be submitted to illustrate or support statements made in the narrative.

4.1 Business Capacity

Contractor(s) shall provide a narrative statement explaining your firm's business capacity to accomplish the work in the appropriate time limit. If drought conditions are extreme during the work period, describe how your firm will manage equipment storage, parking, and what precautions are normally practiced for potential fire prevention. Indicate how your firm will post and manage signage to notify and protect the safety of the public using public roads and other areas where dangerous machinery is present. Describe your firm's ability to have full time supervisory personnel present on the job site.

4.2 Response to Scope of Services

The bid must include information that describes Contractor's technical approach to meet T&D's required prescription. Contractor(s) shall provide a detailed identification of equipment and personnel resources proposed to complete the scope of work within the specified performance dates. Proposals should clearly describe your firm's current technical ability, work techniques, and method of personnel management offered to perform the work. Specifically illustrate your firm's ability to operate in the riparian environment, fuel management, and safety and fire prevention practices your firm implements during operations. Provide description of the readiness and working condition of the equipment offered for the job.

4.3 Previous Experience/References

Bid/narrative must describe sufficient work experience that illustrates qualifications relevant to this project. The explanation and description of woody vegetation removal projects completed by the Contractor(s) is beneficial to illustrate the experience needed to complete the scope of work in this RFB. Description of work history must include the following information:

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

This narrative shall be prepared in sufficient detail to clearly demonstrate qualifications of the Contractor(s) in relation to the scope of services requested.

4.4 Price

Price should be based on bid items located in Appendix B. Contractor should factor in what they believe is necessary for completion of the scope of work, and meeting the required prescription elements. All applicable taxes must be identified and listed as separate items within the budget with the exception of New Mexico Gross Receipts tax which should be calculated separate and shown but then included into the per acre cost.

At the end of the budget include a price offer for the entire job that includes all the above factors. In addition to the total project price, indicate a specific cost per acre separated by practice or type of treatment if a project requires more than one practice/treatment method.

5.0 **Evaluation**

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 Contractor(s) Bid/narrative.

<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	100
TOTAL	1100

Evaluation Process

The evaluation process will follow the steps listed below:

5.2.1 Proposal Compliance

All Contractors Bid/narrative will be reviewed for compliance with the mandatory requirements stated within the RFB. Bid/narrative deemed non-responsive will be eliminated from further consideration.

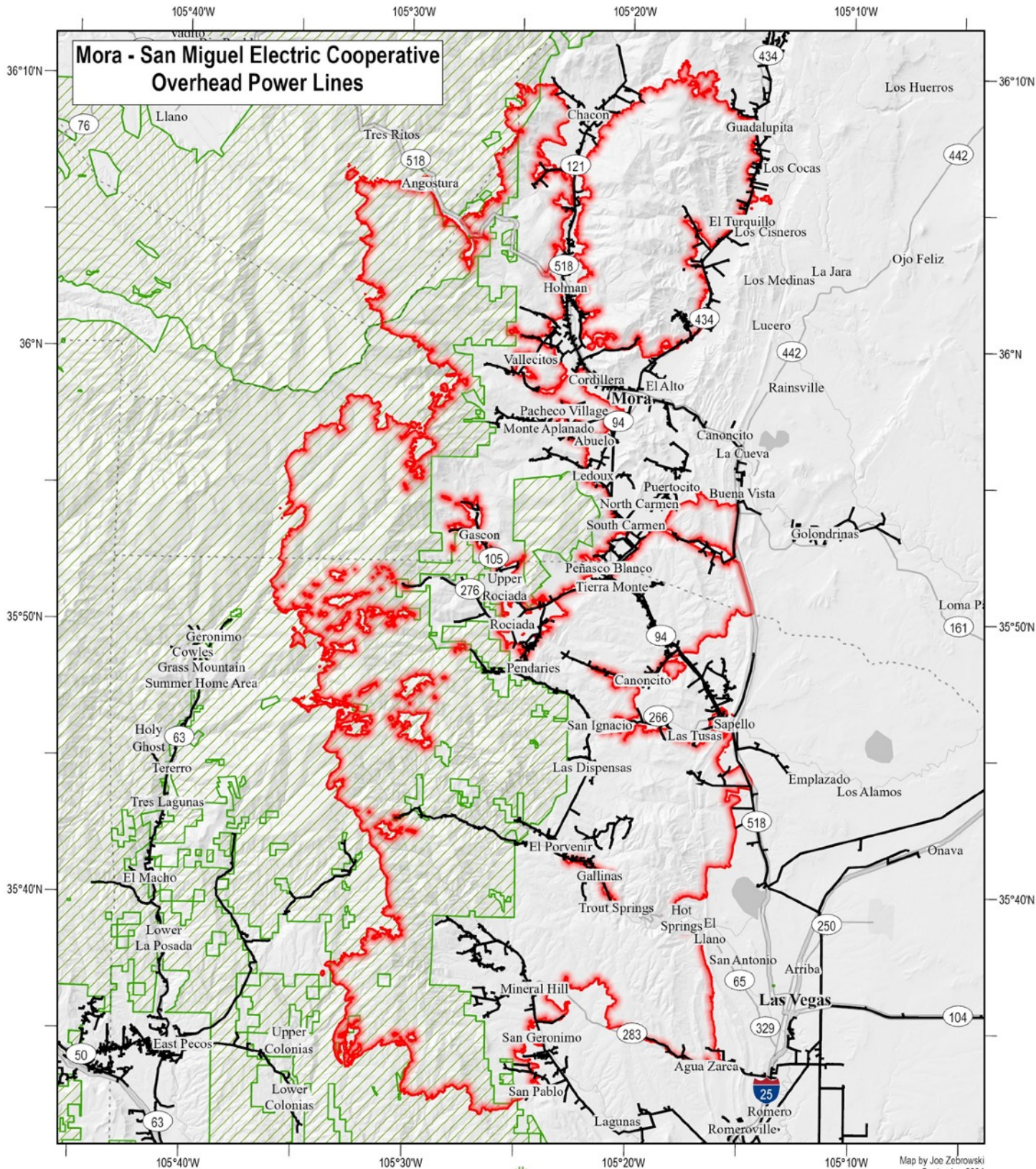
5.2.2 Contacting Contractor(s)

The Sr. Project Manager may contact the Contractor(s) for clarification of the response as specified in Section 2.2.4.

5.2.3 Finalist Selection

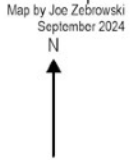
Responsive Bid/narrative will be evaluated on the factors in Section 5 that have been assigned a point value. The responsible Contractor(s) with the highest scores will be selected as finalist Contractor(s) based upon the Bid/narrative submitted. Further, if oral Interviews are held, points awarded from the presentations will be added to the previously assigned points to attain final scores.

The responsive Bid/narrative determined to be most advantageous to T&D, will be recommended by the Evaluation Committee to T&D for approval and contract award. T&D reserves however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.



**Mora - San Miguel Electric Cooperative
Overhead Power Lines**

-  MSMEC Overhead Lines
-  USFS Surface Ownership
-  HPCC Perimeter



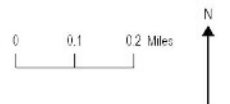
Map by Joe Zebrowski
September 2024

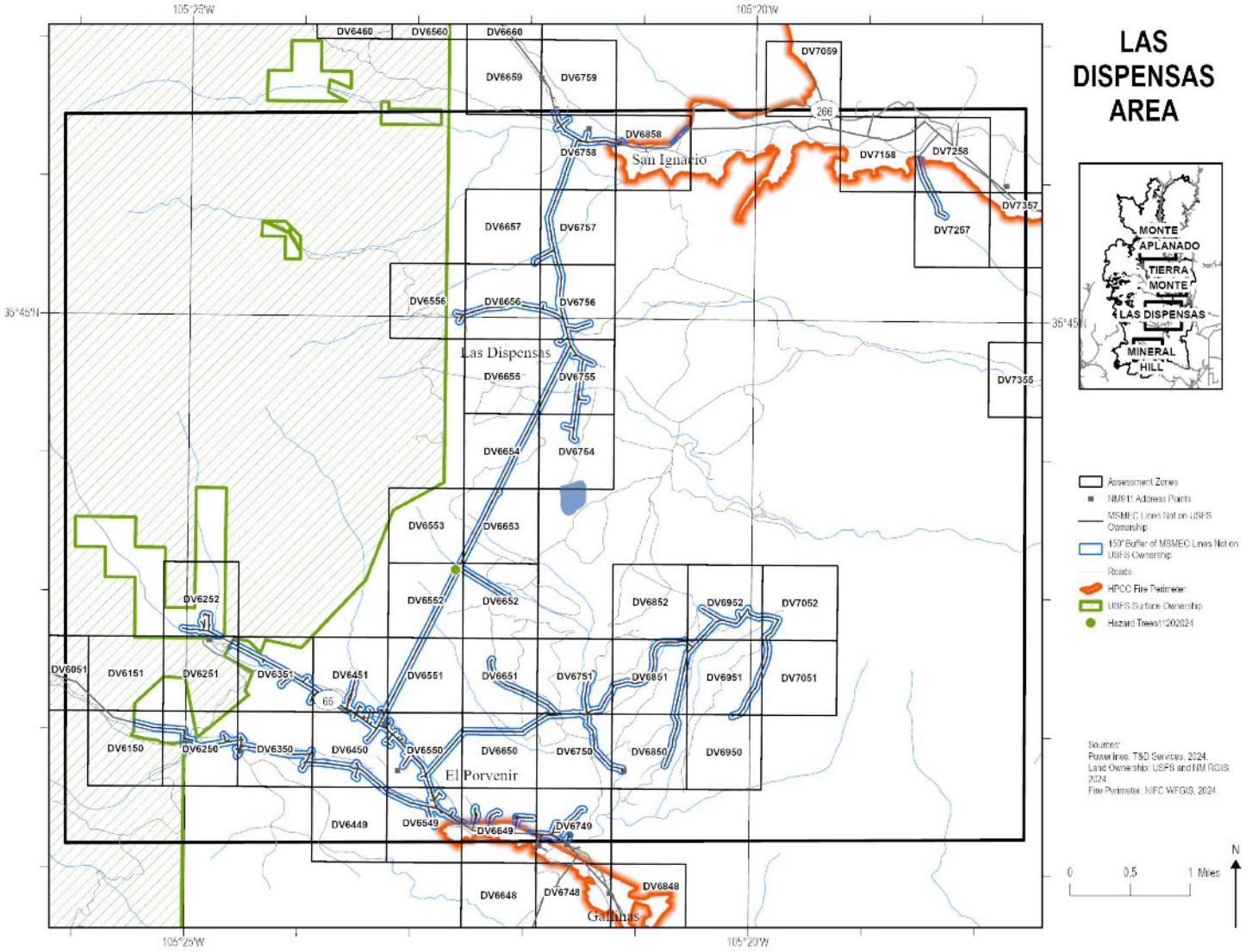
LAS DISPENSAS AREA



- Assessment Zones
- NMISIT Address Points
- MSMEC Lines (Not on USFS Ownership)
- ▭ 150' Buffer of MSMEC Lines (Not on USFS Ownership)
- Roads
- ▭ HPCC Fire Perimeter
- ▭ USFS Surface Ownership
- Hazard Trees (2020/21)

Sources:
 Powerlines: T&D Services, 2024.
 Land Ownership: USFS and NM RGIS, 2024.
 Fire Perimeter: NIFC WFGIS, 2024.



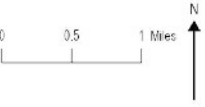


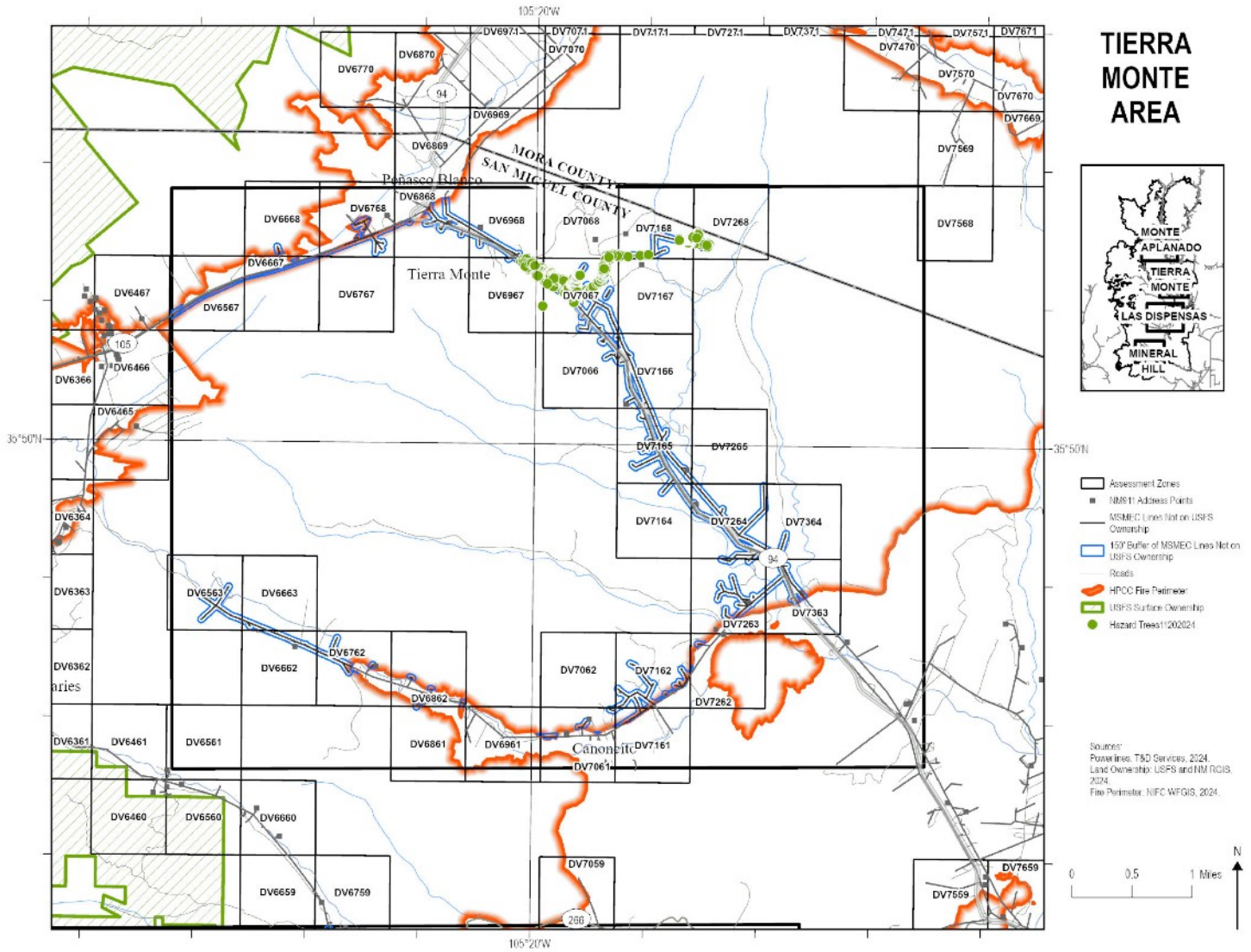
LAS DISPENSAS AREA



- Assessment Zones
- NME11 Address Points
- MSMEC Lines Not on USFS Ownership
- 150' Buffer of MSMEC Lines Not on USFS Ownership
- Roads
- HPOC Fire Perimeter
- USFS Surface Ownership
- Hazard Trees 1/20/2024

Source:
 Powerlines: T&D Services, 2024.
 Land Ownership: USFS and NM RGIS, 2024.
 Fire Perimeter: NIFC WFGIS, 2024.



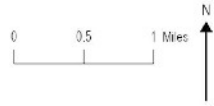


TIERRA MONTE AREA



- Assessment Zones
- NIMS 11 Address Points
- MSMEC Lines Not on USFS Ownership
- 150' Buffer of MSMEC Lines Not on USFS Ownership
- Roads
- HPCC Fire Perimeter
- USFS Surface Ownership
- Hazard Trees 12/02/24

Sources:
 Powerlines: T&D Services, 2024.
 Land Ownership: USFS and NM RGIS, 2024.
 Fire Perimeter: NIFC WFGIS, 2024.



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Appendix A

Project Scope of Work:

Task orders will be issued with identified locations along singular or multiple powerlines identified by GPS points/polygons on maps. These maps will be made available in a digital format for the Contractor to utilize in field conditions. An example of these maps is by georeferenced pdf maps for use by Contractor personnel. These maps may contain individual trees assessed and marked for cutting and/or removal. This will allow the Contractor to easily identify all designated hazard trees that will need to be cut and/or removed.

Any resultant environmental damage that occurs from removal operations will be repaired or mitigated with standard industry practices such as slashing/mastication or waterbarring where appropriate.

The following requirements are referenced from FEMA publication; Exhibit H, Disaster Debris and Hazard Tree Removal Assessment and Monitoring - Special Provisions (Revised) September 8, 2021. For this reference, T&D is the A&M Contractor

Hazard Tree Felling and Removal:

Pre-Work Walk (mandatory site review) (Contractor and A&M Contractor)

Discussion on New Mexico Forest Practices Guidelines and 19.20.4 NMAC Timber Harvest Requirements will occur on this walk as well as accomplishing the following: Identify property boundaries, ingress and egress routes, anticipated felling techniques to be used, potential incidental trees to be taken, review the listing of eligible trees and site sketch against marked trees on site and document changes such that it reflects what is observed, identify and mark (if not already marked) septic tanks, wells, utility connections, and other fixed structures that could be damaged, identify drop zone and mark the area, establish traffic control and physically mark trees which had already been assessed and determined to be eligible hazard trees which are no longer standing. For each mandatory site reviews, the Contractor and A&M Contractor shall agree to the number of eligible acres of hazard trees as well as if necessary, the number of trees to be felled prior to any actual tree felling.

Responsibilities of the Contractor:

The Contractor's Crew supervisor will decide how the tree felling will be accomplished and inform the Professional Forester during the mandatory site review walk. All trees must be felled in a safe manner, and in a manner that does not impact neighboring unenrolled parcels, public infrastructure, or improved property (including underground infrastructure, such as utility lines, etc.).

The Contractor's Crews will fell hazard trees as identified and marked by the A&M Contractor's Professional Forester or Arborist, stumps will be flush cut (within 6-inches in the ROW) to existing terrain surface or as required slope. According to 19.20.4 NMAC Subsection H, stumps less than eight inches in diameter shall have a flat, horizontal top surface and stump height will be half the diameter of the tree where severed or 12 inches, whichever is less. No stumps will be removed unless pre-approved by the Project manager or designee.

All felled trees and other vegetative debris will be removed from the ROW, and decked on a pre-approved landing site by the landowner, Professional Forester and Contractor. In some situations, certain trees maybe lopped and scattered on-site (except within the ROW) or otherwise not removed for environmental protection or safety reasons. Trees will be decked on the private land if the landowner wants to retain the wood and the tops and limbs will be masticated. If the landowner wants the wood removed, the tree will be decked, top and limbs will be used for erosion control if necessary or masticated. The tree will then be transported to a Temporary Debris Reduction Site (TDRS) to be scaled, a load ticket will be created then hauled to end use facilities at the discretion of T&D Project Manager or his designee, The Contractor will follow NM Forest Practices guideline and use the Forest Practices BMPs for soil disturbance.

Landings and Skid Trails: Location of all landings, and skid trails shall be agreed upon prior to starting operations. The cleared size of landings shall not exceed that needed for efficient skidding and loading operations.

Tree Stumps: Tree stumps will be flush cut when necessary, otherwise the stump height will be up to 9" over any obstacle and 12" for trees over 18" DBH (diameter at breast height). When cutting occurs directly within the ROW, stumps need to be lower than 6" per the Mora San Miguel Electric Coop Integrated Vegetation Management Procedures, Policies, and Plan.

Stump Removal: As per the Public Assistance Program and Policy Guide, version 4, stumps that have 50 percent or more of the rootball exposed, removal of the stump and filling the rootball hole are eligible. If grinding a stump in-place is less costly than extraction, grinding the stump in-place is eligible. If the stump is to be removed, the Contractor will request T&D approval.

The Professional Forester and Contractor will evaluate the exposure percentage and will follow the Public Assistance Program and Policy Guide, version 4.

If the Professional Forester or Contractor discovers any archeological resources during stump removal, the operations will immediately cease work and notify FEMA or its SHPO counterpart.

Soil:

The Project will use soil erosion BMPs. The following are some of the examples the Project might use but not limited to

- Staging areas will be located on slopes less than 15%.
- Staging areas will not be located on soils with severe erosion hazard.
- Masticated material should not be continuous with average depths less than 3 inches.
- Ground rutting disturbance can not be more than 4".
- Bare and compacted areas will be restored to satisfactory conditions after operations are completed within an area.
- Operation of heavy equipment will be limited to slopes 40% or less.
- All wood in an advanced state of decay will be left in place.
- Contour logs on slopes along the contour lines to slow water flow, reduce erosion, and capture sediment.

Stabilization Treatments:

At locations where tree cutting can be used to mitigate negative impacts from landscape erosion problems and post-fire flooding events, stabilization treatments may be prescribed in ephemeral drainages and/or on previously forested slopes to mitigate erosion and soil loss.

Bucked logs placed in ephemeral channels can be used parallel to the direction of flow, to capturing sediment loads and restore it to grades and depths that existed before flooding events occurred. Logs may be placed perpendicular to the direction of flow in ephemeral channels to create 'log drop structures to reduce erosion and capture sediment loads before they enter flowing waterways.

Contour Tree felled perpendicular to slopes to help with stabilize the slope must lay flush with the ground surface, and areas not flush should be packed with branches or other tree material to prevent water from flowing underneath the log.

Safety:

The Contractor's has complete responsibility for compliance with safety requirements for the Contractor's employees. When operations are in progress the Contractor shall furnish, install, and maintain all safety protocols and procedures. Adhering to these safety guidelines and protocols is crucial in minimizing risks associated with hazardous tree removal in post-wildland fire environments. Continuous training, proper equipment maintenance, and thorough planning are key components to ensuring a safe and successful operation.

Safety (Debris or Timber Hauling):

The Contractor Shall Secure all Products Transported by Truck With at Least Two Chain or Cable Wrappers Over the Load, Such Wrappers Being Securely Fastened To Effectively Contain Every Bolt or Log in at Least Two Places

Emergency Preparedness:

- First Aid Kits: Ensure first aid kits are available on-site, and personnel are trained in basic first aid.
- Emergency Contacts: Have a list of emergency contacts, including medical facilities and local emergency services, readily available.
- Fire Suppression Equipment: Have fire extinguishers, shovels, and other fire suppression tools on-site and easily accessible.

Sign Placement:

Signs Are To Be Installed in Locations as Agreed to in the Traffic Control Plan. All Signs Are To Be Removed, Covered, or Folded When Operations Are Not in Progress or the Sign Message Is Not Applicable. Signs Should Generally Be Located on the Right-Hand Side of the Roadway. When Special Emphasis Is Needed, Signs May Be Placed on Both the Left and Right Sides of the Road. Sign Message Shall Be Clearly Visible to Road Users, Mounted on Posts or Portable Sign Stands

Sign Supports:

POSTS: Signs are to be mounted on separate posts. Supplemental signs such as Speed Advisory plates are to be mounted on the same post as the primary sign. Do not mount signs on trees or other signs. Posts may be wood, metal, carsonite or similar material. Where sign supports cannot be sufficiently offset from the road edge, supports will meet breakaway standards.

Temporary/Portable Supports: All signs must be manufactured & installed as specified in the FHWA "Manual on Uniform Traffic Control Devices" (MUTCD). Portable supports may be used for short-term, short-duration, and mobile conditions. MUTCD defines this time period as one work shift, 12 hours or less. All portable supports must meet MUTCD standards, including breakaway. These must be a minimum of 1 foot above the road surface or more if visibility requires it.

SIGNS

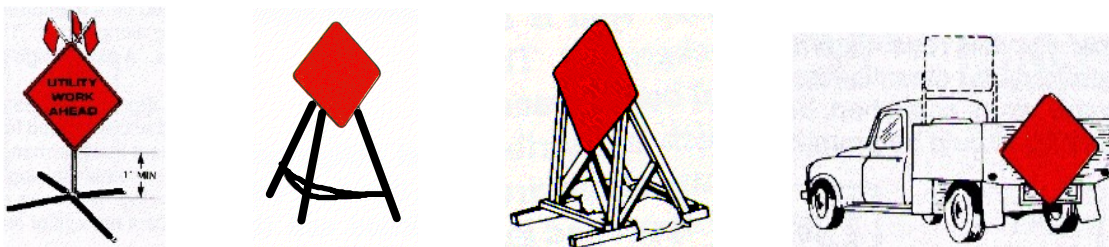


Figure 1: Examples of Temporary/Portable Supports

The following signs meet the intent of the Safety standard. *This is not a complete listing of signs that may be needed.*



FG20-1-48*



FG20-2-48



FG20-3-42*



FG20-3a-42



FW20-1-30*



W21-3-30*



FW21-4a-30



FW11-7-24



FW8-6-24



FW11-9a-24

Specific Fire Precautionary Measures:

Purchaser shall provide the personnel, tools and equipment to take the following precautionary measures:

Fire Restrictions:

The Project Manager will collaborate with federal and state wildland fire officials on fire restrictions. The process is a mix of quantitative and subjective measures which allows the Project Manager a broad level of discretion considering local conditions and issues when deciding to implement fire restrictions and/or area closures. The Contractor shall, both independently and in cooperation with Project Manager, take all reasonable and practicable action to prevent and suppress fires resulting from the Contractor's Operations.

Smoking and Lunch Fire Restrictions:

Contractor shall prohibit smoking and building of camp and lunch fires by persons engaged in Contractor's operations. Smoking may be permitted at designated areas only after all flammable material has been cleared to mineral soil.

Fire Tools:

Contractor shall furnish and maintain; fire tools to be used only for suppressing forest fires. Each operation shall be provided with one firefighting tool per man to equip 100 percent of the personnel engaged in Purchaser's operations. Approved firefighting tools are: double-bit axe; pulaski; McLeod; and round-pointed shovel. Fire tools for firefighting purposes shall be located in the active operating area.

Power-saws:

During periods of use, each power-saw operator shall have readily available for use one long-handled round-pointed shovel.

- Any fueling or refueling of a power-saw shall be done in an area which has been cleared of material which will carry fire.
- Power-saws shall be moved at least 10 feet from the place of fueling or refueling before starting.

Each internal combustion engine shall be equipped with a spark arrester qualified and rated under USDA Forest Service Standard (Spark Arrester Guide) 5100-1a or the latest revision of Society of Automotive Engineers "medium size engine, SAE recommended practice J350" unless it is:

(a) Equipped with a turbine-driven exhaust supercharger such as the turbocharger. There shall be no exhaust bypass.

(b) A multi-position engine, such as on power saws purchased after 6/30/77 which must meet the performance levels set forth in the Society of Automotive Engineers "multi-positioned small engine exhaust fire ignition standard, SAE recommended practice J335B" as now or hereafter amended. Those purchased prior to the above date shall be equipped with an approved spark arrester/muffler containing a 0.023 inch mesh screen in good condition.

(c) A passenger carrying vehicle or light truck, or medium truck up to 40,000 GVW, used on roads and equipped with a factory designed muffler and an exhaust system in good working condition.

(d) A heavy duty truck, such as a dump or log truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

Other Resource Protection:

Contractor, in all phases of operations, shall protect insofar as practicable, all land survey corners, post markers, bearing trees, above ground utility lines, underground utility lines, ditches, fences, and other improvements. If such improvements are damaged by Contractor's operations under this contract, Contractor shall restore them immediately to condition existing immediately prior to the operation.

All roads designated by T&D, shall at all times be kept free of logs, brush, and debris resulting from Contractor's operations. Contractor use of existing roads may be restricted as indicated on unit maps.

Washing Equipment: In order to prevent the spread of noxious weeds into the Project Area, the Contractor shall be required to clean all off-road logging and construction equipment prior to entry on to the Project Area. This cleaning shall remove all soil, plant parts, seeds, vegetative matter, or other debris that could contain or hold seeds.

Only logging and construction equipment so cleaned and inspected by the Contractor or Project Foresters will be allowed to operate within the Project Area. All subsequent move-ins of equipment to the Project Area shall be treated in the same manner as the initial move in. "Off-road equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.

New infestations of noxious weeds, identified by either the Contractor or Project inspectors, shall be promptly reported.

**Appendix B
Bid Table**

Bid Item	Units	Bid
Tree Cutting*	Cost/acre	\$
Tree Cutting*	Cost/tree	\$
Mastication	Cost/acre	\$
Skid/deck	Cost/acre	\$
Wood removal / <10 miles	Cost/ton mile	\$
Wood removal / >10 miles	Cost/ton mile	\$
Chip/grind at the TDRS (aka debris reduction)	Cost/ton	\$
Transport - Final Disposal < 10 miles	Cost/ton mile	\$
Transport - Final Disposal > 10 miles	Cost/ton mile	\$
Stump removal	Cost/stump	\$

NOTE: NM GRT will be charged at appropriate rate for the location of service

* The Sr. Project Manager will determine which units will be per acre and which will be per tree.

Appendix C

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 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-II) (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 T&D and MSMEC 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 T&D and MSMEC within 8 hours of any personal injury accident. For vandalism and personal property accidents, the Contractor shall notify MSMEC and T&D 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.

Appendix D

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARD **APPENDIX II TO PART 200**

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis- Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. 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.

F. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) 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 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.

G. 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.

H. Clean Air Act (42 U.S.C. 7401-7671g.) 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- 7671g) 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).