



Phone:  
Espanola 505-753-2105  
Cuba 575-289-3241  
Jemez Springs 575-829-3550

**Electric Cooperative, Inc.**  
P.O. Box 128, Espanola, New Mexico, 87532

**Request for Proposals (RFP):** RFP Number 23-0131-0003  
**RFP Title:** Tree-trimming Services for Power Lines Velarde Circuit  
**Issue Date:** January 18,2023  
**Mandatory Pre-Bid Meeting Date:** January 24,2023  
**Bid Due Date:** February 13,2023  
**Bid Opening Date:** TBD

**General Requirements:**

- **Professional References**
- **Line Clearance Tree-trimming Certifications of Contractor Personnel assigned to work on the tree-trimming project for the JMEC system distribution feeder known as the Velarde Circuit out of the Velarde Substation and Report Out, including their qualifications/experience.**
- **Contractor Requirements: Hold a valid Business license. Hold a valid Certificate of General Liability Insurance no less than \$5,000,000; and business auto liability insurance covering owned, hired and non-owned vehicles with minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence. Worker's Compensation Insurance, to cover obligations imposed by Federal and State statutes pertaining to Contractor's employees engaged in the performance of any services, and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000). Contractor shall provide to JMEC current certificates of such coverage. The JMEC Board of Trustees, Management, and Employees must be listed as additional insured under the Contractor's Liability Insurance. Contractor must be licensed.**
- **Provide a copy of the company's most current safety plan**
- **At least five years of work experience working around energized conductors**
- **Hold a valid and current New Mexico Department of Agriculture Pesticide Applicators License 6B for Right of Way pest control, which includes the control of vegetation along electric powerlines.**
- **Registration with the New Mexico Department of Taxation and Revenue**

**Important Note: Indicate Company Name and RFP Title on the front of the sealed bid envelope.**

Jemez Mountains Electric Cooperative, Inc. (JMEC) is seeking competitive lump sum fixed price sealed bid on right-of-way clearing for approximately 30.7 miles along one electric distribution circuit known as the Velarde Circuit highlighted in red on the Map identified as (Exhibit A). JMEC desires to engage a private tree-trimming contractor to perform distribution line clearing and tree removal typical to electric distribution lines both in rural and forested environments. This project area is commonly known as the Velarde Circuit out of the Velarde Substation, located off of US State Road 68.

This circuit is located within Rio Arriba County and private property. This circuit is not located on any United States Forest Service Lands.

The process of responding to this RFP should involve interested qualified companies reviewing and analyzing the information provided herein and responding in writing to any items where a response is requested.

A mandatory pre-bid conference is scheduled for Tuesday January 24, 2023, at JMEC headquarters, 19365 State Road 84/285, Hernandez, NM 87537 at 10:00 AM.

**Sealed bids will be received by the Contract Administrator of JMEC until 4:30 PM local time on Monday, February 13, 2023. No bids may be submitted after the bid opening begins. The bidder is solely responsible for the timely submission of his/her bid. Bids sent via email will not be accepted.**

No bid may be withdrawn after the bid opening.

JMEC reserves the right to evaluate bids, to reject any and all proposals, to waive formalities within the scope of authority and further specifically, JMEC reserves the right to make award in the best interest of JMEC.

Direct all questions on bidding procedures to:

Mr. Michael W. Hastings, CEO and General Manager  
P.O. Box 128  
Española, NM 87532  
(505) 753-2105 ext. 1155

Direct all questions on the scope of work or technical issues to:

Mr. Randy Vigil, Operations Department  
P.O. Box 128  
Española, NM 87532  
(505) 753-2105 ext. 1134

Mr. Lenny L. Ortiz  
P.O. Box 128  
Española, NM 87532  
(505) 753-2105 ext. 1165

**Introduction:**

The intent and purpose of this RFP is to establish a contract with a qualified contractor who can provide supervision, labor, equipment, necessary permits, traffic control including road closure plans and permits, debris removal and incidentals necessary to perform tree and brush cutting and removal service on various utility rights-of-way and utility lines in JMEC service territory in accordance with the scope of service in this RFP.

**Scope of Services and Standards of Work:**

**Contractor Obligations:**

The Contractor is to supply labor, tools, necessary permits, traffic control including road closure plans, permits, and equipment specified as necessary to provide forces capable of independently performing line clearing along power lines belonging to JMEC. All tree-trimming work is to be accomplished in accordance with the directions of the designated representative of JMEC, within the scope of this RFP.

**Typical Right-of-Way:**

A typical right-of-way is twenty (20) feet in total width, ten (10) feet from edge of the cross arms. Joint use agreements with telephone/cable utilities may exist, and unless directed by JMEC, electric right-of-way maintenance shall include adequate clearance of all active overhead utilities utilizing the right-of-way, including clearing vegetation to a ten (10) foot radius from poles and guys. Trees marked outside of the twenty (20) foot right-of-way shall be removed or side trimmed as noted by the JMEC Vegetation Management Coordinator.

**Clearing of wood waste:**

Contractor, at Contractor's expense, shall be responsible for removing and disposing of all wood and wood

products on a daily basis. No debris may be left within the utility's ROW corridor underneath the power lines and must be removed and cleared from that area. If working on United State Forest Service (USFS) Lands, Contractor shall follow the directives for the Santa Fe National Forest to lop and scatter the brush no more than twenty-four inches in depth. Contractor shall fell trees perpendicular to the slope of the terrain away from roads, fences, and not allow any trees or debris to fall in streams, rivers, and bodies of water.

Contract crews shall understand the dangers posed by cutting equipment and vehicles for producing sparks or heat and be adequately trained and equipped to assist in suppression of wildfire.

Per USFS "West Side Master Permit Special Use Permit" Section D. 17 Gasoline Power Saws (F14)," each gasoline power saw shall be equipped at all times with spark arresting mufflers, in good working condition, adapted to that machine. During periods of dangerous fire weather, as determined by the USFS, the holder shall be required to transport and keep with each power saw at all times such fire tools and portable extinguishers as specified and to take other precautionary measures as may be required by the authorized officer."

**Clearing distance:**

All distribution line right-of-way must be cleared to a minimum twenty (20) feet in width; ten feet (10) on either side of any energized three (3) phase conductor and from any energized single or V phase conductor unless noted by the JMEC Vegetation Management Coordinator as a hazard tree outside of the right-of-way that must be removed. Only complete removals and side pruning are permitted with a minimum clearance of ten feet from the energized conductors.

**Live tree removal:**

Trees one inch (1") or less in diameter that will require pruning in future years shall be removed from the right-of-way. All vegetation will be removed for a minimum clearance of ten feet (10') from the outside edge of power lines and shall include trees marked outside of the right-of-way. All trees larger than three inches (3") in diameter located in the right-of-way will be removed. Unless otherwise specified by JMEC, all cutting for existing right-of-way clearing shall be as close to the ground or attached fencing as the topography and type of soil will allow with maximum remaining height of four inches (4") for brush stubs and six inches (6") for tree stumps.

All invasive species such as Aspen, Locust, Ailanthus (Tree of Heaven), Cottonwood, Siberian Elm and Russian Olive shall be completely removed from the JMEC Right-of-Way. Shrubs and small oaks shall be cleared to a ten (10) foot radius around electric poles to allow unimpeded access for line crews. Outside of these cleared areas, they may remain in the ROW in scattered groups not to exceed ten (10) feet in height. On USFS lands, all shrub oak shall be removed from the JMEC ROW.

An exception may be made at JMEC's sole discretion to allow tended fruit trees to remain in the utility's ROW corridor, if the owner signs an agreement with JMEC to keep the trees pruned not to exceed ten (10) feet in height. Fruit trees and desirable shade trees may be allowed to remain in distribution ROW but will be pruned to provide a minimum of 4-years of clearance. If an exception is made, it is based on the direction of JMEC in its best interests and sole discretion. All tree-trimming work is to be accomplished in accordance with the directions of the designated representative of JMEC, within the scope of this RFP.

In the event of unsafe conditions, it is the responsibility of the contractor to notify JMEC of the conditions. JMEC will decide to de-energize the line so that removal can proceed.

No woody debris or slash will be left within the right-of-way under the power lines.

**Dead tree removal:**

All tall dead or dying trees located outside the pruning zone shall be removed if in the sole opinion of JMEC, they present a hazard to the existing power lines. Trees outside of the right of way that have been assessed by JMEC and have been marked that may pose a danger to the power lines shall be removed.

### **Tree Pruning (Trimming):**

Pruning shall be performed using the lateral, or natural, pruning technique of cutting interfering branches back to a larger branch or trunk growing laterally away from the electric facilities. This mimics how trees self-prune branches in a forest and reduces the number and growth of branches sprouting toward conductors.

The placement of pruning cuts shall be determined by the tree species growth patterns and branch positions but should be made at or beyond the ROW boundary to prevent growth near energized conductors.

Trees growing adjacent to the ROW shall have interfering branches pruned from ground to sky (Exhibit B) where possible, with a minimum of fifteen feet (15') clearance above conductors.

Trees growing directly under power lines shall be cut back to a fork (crotch); a natural junction that allows arborists to direct growth to either side of the facilities.

At no time shall topping (indiscriminate heading or shearing) or pollarding be used to prune trees in distribution ROW.

If more than 25% of the tree crown must be removed to provide safe clearance from conductors, then the tree should be removed rather than pruned.

### **Secondary Conductors, Service drops, and Street Lights:**

Secondary conductors shall be pruned by the contractor at the sole discretion of JMEC. The definition of a "secondary conductor" for tree pruning is as follows: open three wire or triplex conductors that carry current from the secondary side of a distribution transformer to a lift pole or poles serving more than one customer.

Street lighting conductors shall not be pruned by the Contractor unless determined by the JMEC Vegetation Management Coordinator as necessary, and at the sole discretion of JMEC and in the best interests of JMEC. Service drops shall not be pruned by the Contractor unless determined by the JMEC Vegetation Management Coordinator as necessary, and at the sole discretion of JMEC and in the best interests of JMEC.

Service drops are not pruned by the Contractor. The definition of a "service drop" is as follows: secondary conductors, which carry current from the secondary side of a distribution transformer to a single customer connection or from the last lift pole serving more than one customer.

### **Application of Herbicides:**

**Application of herbicides is strictly forbidden on USFS lands. This project is not on USFS lands.** Herbicides will be used to maintain the ROW.

Stumps shall have their cambium layer (outside rings of active growth) immediately treated with herbicides, where allowed, to prevent new sprouts.

The contractor shall add a Bas-Oil Red Dye to the herbicide used on invasive trees that have been removed to identify that herbicide was applied and used. All JMEC customers that have invasive trees removed will need to be contacted by the contractor and advised of the use of any herbicides on their property prior to the application of any herbicides.

It will be the contractor's responsibility to get in contact with customer by all means necessary. Also letting customers know about the dye that will be used to distinguish which trees have had herbicide applied. The contractor will need to have customers sign the Tree Work Authorization Form that JMEC will provide. JMEC encourages the use of Garlon 4 Ultra or Tordon RTU.

Contractor and their employees must hold a valid and current New Mexico Department of Agriculture Pesticide Applicators License 6B for Right of Way pest control, which includes the control of vegetation along electric powerlines, in order to apply herbicides along the JMEC ROW corridor.

**Order of work:**

The JMEC Vegetation Management Coordinator will identify the starting point for the tree-trimming contractor.

Work shall proceed in an orderly fashion from the circuit's substation energy source or OCR, with the main 3-phase conductors being worked and completed before proceeding to single phase.

Contractor shall not skip around on the circuit area unless approved by the JMEC Vegetation Management Coordinator and it is determined in the best interests of JMEC.

**Endangered Species:**

The JMEC Vegetation Management Coordinator will address any endangered species and mitigations directed by the Forest Service, if necessary.

**Archeological Sites:**

If work crews discover an archeological site while on-site, all work shall stop and notify JMEC immediately. This effort will be coordinated through the JMEC Vegetation Management Coordinator.

**Pricing:**

Circuit Maps:

All pricing is to be per Lump Sum Fixed Price, as defined in the JMEC map with a grand total for the Velarde Circuit maps are provided to Contractor prior to the mandatory Pre-Bid Meeting for review prior to bid submission. Maps are available to be viewed free of charge during normal business hours at JMEC located at 19365 State Road 84/285, Hernandez, NM 87537 and on the JMEC website ([www.jemezcoop.org](http://www.jemezcoop.org)). A copy of the circuit maps will be provided to the contractor. The Contractor for its use in bidding and for no other purposes may retain this copy.

**Contractor Qualifications:**

Contractor must comply with the Code of Federal Regulations 29 CFR 1910-1926 directives for line clearance tree-trimming operations and shall provide proof of employees' certifications for line clearance tree trimmers to JMEC prior to commencement of work. Contractor shall meet and or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, 29 U.S.C.A §651, *et seq.*, the APPA Safety Manual Section 508 (508.1 through 508.7), employ qualified and certified line clearance arborists, and, if applicable, the Federal Motor Carrier Safety Acts, or any applicable law of a state in lieu thereof, Contractor shall comply with all applicable laws governing safety and the safe operation of commercial motor vehicles and the safe performance of the work.

Contractor shall perform all work in accordance with American National Standards Institute (ANSI) A300 specifications and current (ANSI) Z133 safety requirements as updated and amended.

**Safety:**

Job site activities shall at all times be conducted in accordance with applicable Federal, State and Local requirements to include but not limited to the National Electric Safety Code (NESC), OSHA 29 CFR Parts 1910-1926, APPA Safety Manual Section 508 (508.1-508.7), New Mexico Department of Agriculture Pesticide Applicators Licensing requirements and the New Mexico Department of Transportation Manual on Uniform Traffic Control Devices and in this case, abide by the most recent USFS Travel Management Motor Vehicle Use Map.

Contractor daily job briefings and tailboards shall be turned in to the JMEC Vegetation Management Coordinator weekly.

Contractor and Qualified Employees will be required to attend a safety orientation conducted by or coordinated with JMEC's Safety Manager.

If the Contractor identifies a safety concern when a planned outage is necessary to trim the trees in the JMEC ROW for the safety of the JMEC members, Contractor's Personnel, and the general public, JMEC will allow up to three (3) occurrences of planned outages per contract at the sole discretion of JMEC and in the best interests of JMEC, before charging the Contractor for the planned outage. In such cases, it shall be the sole responsibility of the Contractor to notify the JMEC member/consumers by distributing the JMEC notices to the businesses and residents in the area where the planned outage shall occur at least three (3) to five (5) business days' notice.

**Work Week/Hours of Operation:**

The workweek will coincide with JMEC's normal working hours. These hours are 8:00 AM to 4:30 PM, Monday through Friday, excluding holidays. JMEC observes eleven (11) holidays per year. The Contractor's hours of operation may be extended by approval of JMEC's designated representative, but in no cases shall the hours of operation be extended beyond the period of 7:00 AM to 7:00 PM, Monday through Friday.

**Damage to Facilities/Insurance Requirements:**

The Contractor shall be responsible for damage by its forces to any JMEC utility facilities or customer owned facilities. Furthermore, any damage to utility facilities not owned by JMEC but which may be attached to JMEC utility poles through a valid joint use agreement shall be the responsibility of the Contractor. The Contractor shall submit proof of Comprehensive General Liability Insurance carried in the minimum amount of \$5,000,000.00 for bodily injury and property damage. Proof of insurance must be submitted to JMEC along with the bid.

**Supervision/Customer Notification:**

The Contractor shall remain in close communication with JMEC's designated representative. No work shall commence that has not been directed by JMEC's designated representative. Contractor shall not respond to customer requests or make any representations to JMEC customers and instead shall refer such requests to JMEC's representative.

Landowner complaints or refusals for vegetation work shall be immediately handled by the contractor general foreman and communicated to the JMEC arborist or knowledgeable person, who may assist as necessary. Customer notification of work to be performed at or near customer premises shall be made by Contractor's designated representative prior to commencing work by door hanger as follows:

- The contractor shall make a courtesy notification of property owners prior to commencing work.
- In the event of an absent property owner, notification shall be by door hanger.
- Contractor will wait 48 hours to see if property owner responds to door hanger.
- If 48 hours has past and no response from property owner, another door hanger will be left and notify JMEC arborist or knowledgeable person.
- If there is still no response from property owner, then the contractor will notify the JMEC arborist or knowledgeable person.
- Last resort, JMEC personal (arborist) will assist contractors to contact property owners in order to trim or remove trees on JMEC's ROW in owner's property.

**Contractor Employee:**

All employees of the Contractor while working or performing the line clearing activity of JMEC will be required to wear uniform shirts and/or coats identifying them as employees of the Contractor. Employees will maintain a professional attitude toward the work being performed and toward any and all customer contacts incurred while working on the JMEC system.

**Payment:**

Invoice maybe submitted by Contractor for payment at Contractor’s discretion, but submissions shall be no more frequently than weekly. Payment terms for each invoice shall be “Net 30 Days” from the date the invoice is received and inspected by JMEC. Contractor shall invoice JMEC based upon the “percentage of completion” method, with the percentage of completion determined by the footage of the electric circuit where work has been completed divided by the total footage of the circuit. Maps of each circuit shall be provided to the Contractor. Payment is based on the Contractor’s Lump Sum Fixed Price Bid and no changes in scope or additional costs shall be allowed without the expressed written consent of the JMEC General Manager resulting in an amendment or modification to the award amount of the contract. JMEC reserves the right to a 20% retainage on the job until satisfactorily completed and verified by the JMEC Vegetation Management Coordinator.

**Assignment:**

No assignment, subcontracting, subletting, or transferring of the Contractor’s obligations or the Contractor’s right to receive payment hereunder shall be permitted.

**Term/Limitation of Time to Complete Work:**

The Contractor is expected to start work promptly after the execution of the contract. Work shall begin within 10 days of execution date of the contract and be complete by the contract completion date.

**Limitation on Number of Work Crews:**

The number of work crews assigned to this contractor and performing service for JMEC shall not exceed three (3) crews operating at any given time. This is to ensure that JMEC may adequately inspect the work under the contract.

**Indemnification:**

The Contractor agrees to and shall indemnify and hold JMEC harmless from and against all liability, loss, damage or injury, and all cost and expenses (including attorneys’ fees and costs of any suit related thereto) suffered or incurred by the Cooperative, arising from or related to Contractor’s negligent performance under this contract.

**References:**

The Contractor shall supply, with its bid, professional references of companies or organizations for which it has performed similar right-of-way clearing work within the last 24 months. At least three (3) references shall be included with a contact name and telephone number.

**Mandatory Pre-Bid Conference:**

Interested bidders are encouraged to contact Lenny L. Ortiz, Vegetation Management Coordinator at [lenny.ortiz@jemezcoop.org](mailto:lenny.ortiz@jemezcoop.org) (505)367-1165 or Karen Wisdom, Contract Administrator at [kwisdom@jemezcoop.org](mailto:kwisdom@jemezcoop.org) (505)367-1146.

A mandatory pre-bid conference is scheduled for Tuesday, January 24,2023, at JMEC headquarters, 19365 State Road 84/285, Hernandez, NM 87537 at 10:00 AM.

**Instructions and Conditions:**

These instructions and conditions are an integral part of this bid, and the bidder must comply with them.

1. Bidder must provide the following along with bid:
  - a. Proof of Business License.
  - b. Proof of Qualified Employee's Certification as Line Clearance Arborists.
  - c. A copy of most current company Safety Plan/Policy.
  - d. Proof of Worker's Compensation Insurance with a minimum limit of One Million Dollars (\$1,000,000)
  - e. Proof of General Liability Insurance with a minimum limit of Five Million Dollars (\$5,000,000).
  - f. Proof of Business Automobile Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000).
  - g. Proof of Current New Mexico Department of Agriculture Pesticide Applicator's License 6B
  - h. Proof of New Mexico Taxation and Revenue Registration
  
2. Bidder must bid on the bid sheet (see page 9) and submit references (see page 10) as requested.
3. Bidder should make a copy of the bid for his/her file.
4. All costs for the service must be included in the total bid price as stated on the bid sheet page.
5. JMEC reserves the right to accept or reject any or all bids, reserves all rights granted to it by law, reserves the right to waive formalities and to take such action, as it deems necessary in the best interest of JMEC.
6. Each bidder must sign the bid with his/her signature and shall give his/her full business address on the form provided in this bid.
7. JMEC operates on an equal opportunity basis in its bidding policy. Bidding is open to all interested parties, in compliance with National, State and Local Laws.
8. No late bids will be accepted.
9. Bids will be opened at JMEC, 19365 State Road 84/285, Hernandez, NM 87537.
10. No bid award will be made at the time of the opening. Bids will be reviewed by the JMEC Board of Trustees' Tree Trimming Committee and presented to the entire JMEC Board to award the contract to the successful contractor. Bidders will be notified by email and formal letter of bid approval or rejection.
11. Exceptions. The bidder shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions and specifications. Failure to furnish the statement will mean that the bidder agrees to meet all requirements of the terms, condition and specifications.



**Bid Sheet and Certification**

Jemez Mountains Electric Cooperative, Inc. (JMEC) is seeking competitive Lump Sum Fixed Price sealed bid on right-of-way clearing for an electric distribution circuit. The circuits referenced herein comprises of right-of-way clearing for the Velarde Circuit.

Bid amount (Lump Sum Fixed Price) \*:

Velarde Circuit \$ \_\_\_\_\_

Rio Arriba County Tax 6.75 %

Grand Total \$ \_\_\_\_\_

Completion of project (weeks) \_\_\_\_\_

**\* No changes in scope or additional costs shall be allowed without the expressed written consent of the JMEC CEO and General Manager resulting in an amendment or modification to the award amount of the contract.**

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or service, that it meets or exceeds all the specifications contained herein, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law, and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid, all specifications as stated, all bid prices, and certify that I am authorized to sign for the bidder.

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Taxpayer Identification Number (T.I.N): \_\_\_\_\_

NM Taxation and Revenue Taxpayer Identification Number: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Email Address: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**Bidder Reference Form**

The Contractor shall supply, with its bid, professional references of companies or organizations for which it has performed similar right-of-way clearing work within the last (24) months. At least three (3) references shall be included with a contact name and telephone number.

Reference 1:

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Date(s) of Services Rendered: \_\_\_\_\_

Brief Description of Specific Services Rendered:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference 2:

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Date(s) of Services Rendered: \_\_\_\_\_

Brief Description of Specific Services Rendered:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference 3:

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

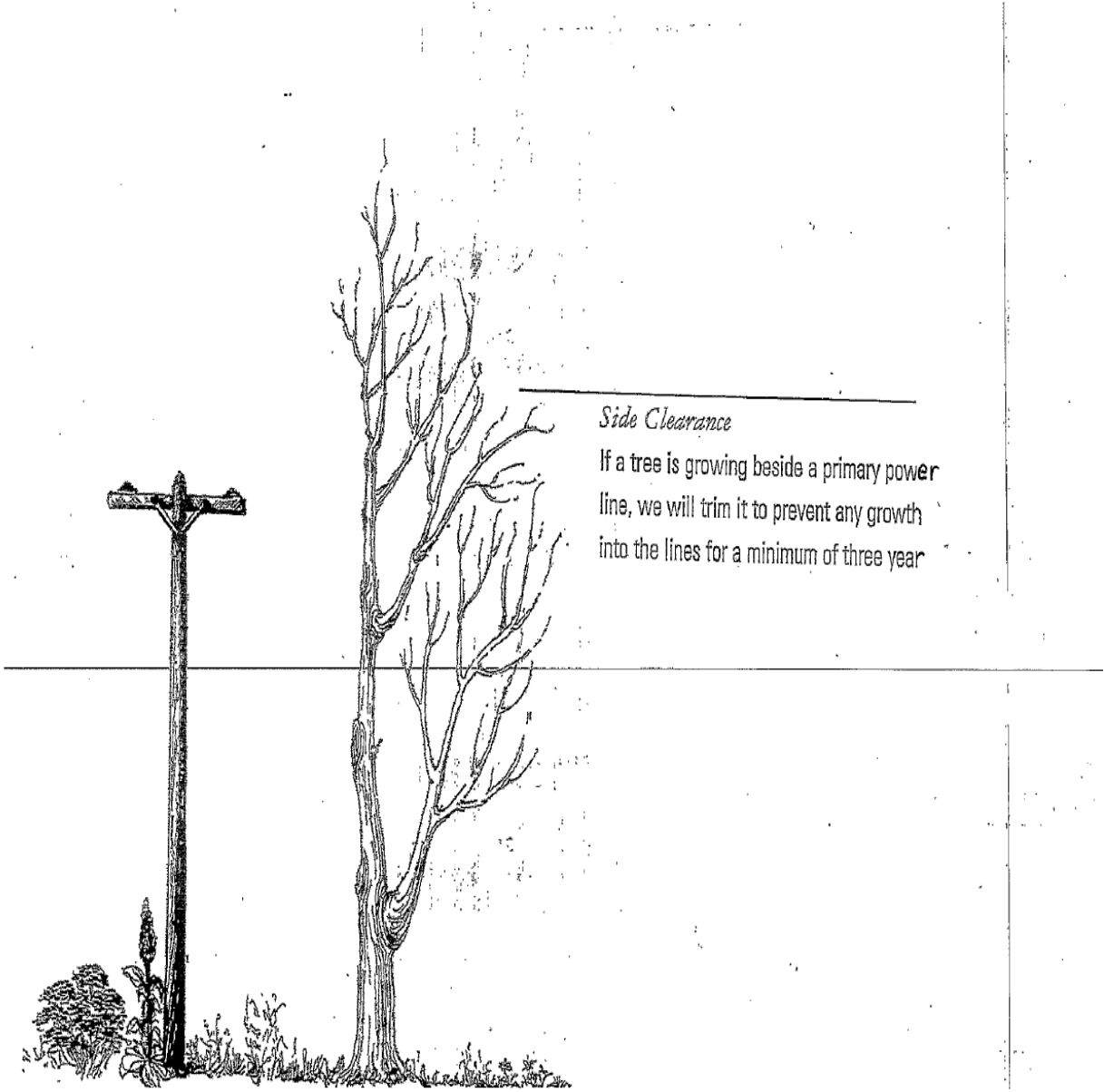
Date(s) of Services Rendered: \_\_\_\_\_

Brief Description of Specific Services Rendered:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Exhibit B**



### **Local Vendor Preference**

Local Vendor Preference. The Board of Trustees has approved and supports a local vendor preference which applies to all competitive bids for equipment, materials, supplies and contractual services in which the contractual services are procured using a bid solicitation process based solely on price. No consideration shall be given to any other factors such as qualifications, references, or experience in determining contract award, provided the vendor whose price is determined to be the lowest has met all the bid specifications and requirements. A preference will apply to professional service contracts awarded by means of the RFP process. Local Vendor shall mean any business which:

Has had a fixed office or distribution point located in and having a street address within the JMEC service area for at least one year immediately prior to the issuance of the request for competitive bids by the JMEC Contract Administrator.

Employs at least two full-time employees whose primary residence is located within JMEC service area, or if the business has no employees, shall be at least fifty percent owned by one or more persons whose primary residence(s) is located within JMEC service area; and will credit all sales taxes generated pursuant to the contract awarded as a result of the application of this local vendor preference to its business location in the JMEC service area.

If the low bidder is not a local vendor, any local vendor that submitted a bid that is within ten (10) percent of the low bid shall have the option of submitting a new bid within 48 hours (not including weekends and holidays) of the time indicated in the bid documents of the bid opening. Such new bids must be in an amount less than or equal to the low bid announced by the JMEC Contract Administrator. If the JMEC Contract Administrator receives any new bids from local vendors who have the option of submitting new bids within said forty-eight (48) hour period, the JMEC Contract Administrator shall award the contract to the local vendor submitting the lowest bid. If no new bids are received, the contract shall be awarded to the original low bidder as announced by the JMEC Contract Administrator. If more than one new bid is received from local vendors, and there is a tie for the low bid, the contract shall be awarded to the local vendor whose original bid was the lowest.

### **Gratuities and Anti-kickback Provisions.**

Contractor shall not, under any circumstances, extend any gratuity or special favor to members of the JMEC Board of Trustees or employees that might be reasonably construed as an attempt to influence the recipients in the conduct of their official duties.