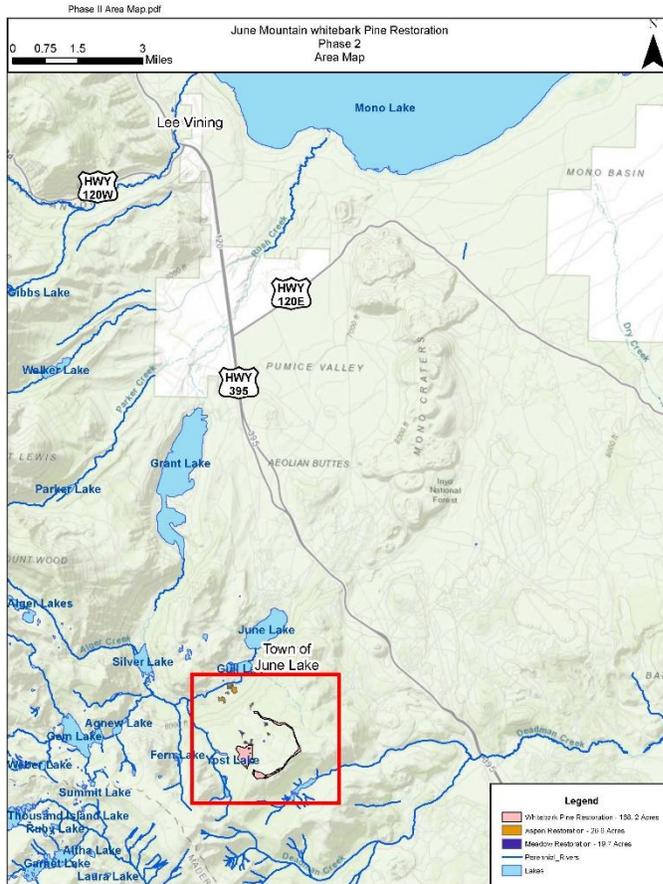


Project: June Mountain Fuels Reduction & Meadow Restoration Phase 2 Request for Proposal



Date RFP Released: 9/3/2020

Project lead: California Trout

Primary Contacts for RFP Response

Sandra Jacobson, Ph.D.
Director, South Coast Region
California Trout
sjacobson@caltrout.org

Scott Kusumoto
Forester, Interagency Vegetation
Management Team
USFS – Inyo National Forest
scott.kusumoto@usda.gov

Proposals Due: 10/30/2020
Contractor Site Visit: 10/1/2020
RFP Information and Postings at:
<https://caltrout.org/projects/june-mountain>

RFP TIMELINE

| Event | Date |
|--------------------------------------|------------|
| RFP Distribution | 9/03/2020 |
| Deadline for submission of proposals | 10/30/2020 |
| Consultant Selection | 11/20/2020 |

Project Timeline

| Event | Date |
|--|--------------------------------|
| Work Scope Start/Kick-off Meeting | 7/15/2021 |
| Monthly Assessments – Field Work Seasons | 7/15 -11/15 during 2021 - 2024 |
| Field Work Completion | 11/15/2024 |

Table of Contents

| | |
|--|----|
| Project Timeline..... | 1 |
| RFP Overview..... | 3 |
| Evaluation and Scoring..... | 3 |
| Scoring Criteria..... | 3 |
| Point Totals..... | 4 |
| Project Description and Statement of Work..... | 4 |
| C.1 Scope of Work..... | 4 |
| C.2 Project Location & Description..... | 4 |
| C.3 Maps..... | 5 |
| C.4 Estimated Start Date & Contract Time..... | 6 |
| C.5 Restrictions on Work..... | 6 |
| C.6 Licenses and Insurance..... | 6 |
| SECTION C.7 Technical Requirements..... | 9 |
| C.7-1 Definitions..... | 9 |
| C.7-2 Specifications..... | 11 |
| C.7-2.1 – Aspen Restoration..... | 11 |
| C.7-2.2 – Meadow Restoration..... | 13 |
| C.7-2.3.1 Fuels Reduction..... | 14 |
| C.7-2.4 – Whitebark Pine Restoration..... | 15 |
| C.7-3 Contractor-Furnished Equipment..... | 17 |
| C.7-4 Government-Furnished Equipment..... | 17 |
| SECTION E—Inspection and Acceptance..... | 17 |
| E.1 Quality Control Plan..... | 17 |
| E.2 Inspections..... | 17 |
| E.2-1 Sampling (CalTrout’s inspection system)..... | 18 |
| E.2-2 Specific Inspection Procedures..... | 18 |
| E.3 Acceptance..... | 19 |
| E.3-1 Acceptance Level..... | 19 |
| Minimum Qualifications, Proposal Structure and Submittal Instructions (page 20-22) | |

RFP Overview

Evaluation and Scoring

CalTrout and the U.S. Forest Service will evaluate all eligible project applications based on the same scoring criteria described below. The maximum score is 100 points. Contractor selection will be performed in collaboration with Mammoth Mountain Ski Area. The three highest scoring qualified applicants will be interviewed by phone, then one selected as Contractor after communication with their references.

Scoring Criteria

Applicant Qualifications – Maximum 10 points

- Describe the experience and expertise of the contractor, employees, and sub-contractors (if applicable) with implementing large-scale fuel reduction projects, working in and around sensitive infrastructure (roads, structures, and utilities), and working in close proximity to recreation sites, along with coordination with local and federal stakeholders. Scoring will be based upon the applicant's ability to demonstrate staffing, equipment, and available resources.
- Describe past performance on similar projects, please provide three references.
- Provide annual operating budget for past two years, number of employees.

Application Completeness – Maximum 5 points

- Applications that are clear, concise, and include all of the requested information will be scored higher than those that are unclear or missing information.

Project Work Plan and Technical Capability – Maximum 30 points

- In a logical sequence, describe the tasks necessary to prepare for and conduct the proposed project. Tasks should be divided into the phases of the project, as appropriate, and described in enough detail for reviewers to assess your understanding of the scope of the work. Identify what entity (contractor, sub-contractor, etc.) will perform each task, and how long individual line items will take (see attached contractor timeline sheet).
- Discuss how you propose to complete the work to contract specification within each task order. Responses should discuss general types of equipment which would be used, and number of workers who would be employed to complete activities. If specific types of mechanized equipment are proposed to be used please indicate if you currently own or have access to those pieces of equipment, or how you will acquire the machinery in time to begin operations.
- Describe your experience with working in fire-prone areas with mechanized equipment, and what fire safety measures you will employ.

Budget – Maximum 30 points

- Provide a clear and concise project budget that includes pricing for all units within the contract, including the optional haul cost pricing in a logical sequence that leads to on-time completion of the project. Please include any mobilization and insurance coverage costs incurred that are not incorporated into the line item bids.
 - Identify the type and coverage levels of insurance that you currently hold as per Section C.6, and the annual premium paid for this coverage for the following types of insurance: Workers Compensation and Employer's Liability, Commercial General Liability, Automobile Liability, Contractor's Pollution Insurance coverage. State whether a comprehensive policy, and whether the coverage levels are per occurrence or aggregate.

- State the expected premium charged by your insurer for coverage as required in Section C.6 for your company to perform this work over a three-year period 2021-2024 (during work periods of 7/15 – 11/15). Include the cost of additional insured provisions as stated in Section C.6.
- Provide examples of experience with prevailing wage operation, and current registration.

Timeline for Project Completion – Maximum 25 points

- Provide a project schedule for completing work within this RFP, and how you would successfully complete work within the timeline. Both a tabular and graphic display (such as a Gantt chart) of the project schedule is preferred, but at a minimum, a tabular display is required. Information must include task duration, start and completion dates, and expected time to secure materials and construction services, in addition to the milestones being clearly identified.
- Demonstrate that all work will be accomplished by November 15, 2024 in three seasons each spanning 7/15/2021 – 11/15/2022, 7/15/2022 – 11/15/2023, 7/15/2024 – 11/15/2024.
- **Contractor should break out cost for WB, MR and AR components of the project exclusive of mob/demob and insurance costs to contractor.** See Section C.3 Maps

Point Totals

| | Scoring Criteria | Points |
|---|---------------------------------|---------------|
| 1 | Applicant Qualifications | 10 |
| 2 | Application Completeness | 5 |
| 3 | Project Work Plan | 30 |
| 4 | Budget | 30 |
| 5 | Timeline for Project Completion | 25 |
| | TOTAL | 100 |

Project Description and Statement of Work

C.1 Scope of Work

Description of Work: The intent of this contract is to secure fuels reduction, and aspen, meadow and whitebark pine restoration services on the Inyo National Forest, CA for California Trout.

Contractor Responsibility: The Contractor shall provide everything--including, but not limited to, all equipment, supplies, transportation, labor, and supervision--necessary to complete the project, except for that which the contract clearly states is to be furnished by CalTrout, Inyo National Forest or other designated entity.

C.2 Project Location & Description

Location: Projects will be located within the boundaries of the Inyo National Forest, CA, on Mono Lake Ranger District.

Description: The project areas are generally identifiable by changes in vegetation, roads, flagging, or through geographical information systems (GIS) data. The boundaries can be adjacent to natural or manmade features that clearly define the boundary as noted on the project

area maps. In most cases the interior and exterior boundaries of the project areas will be flagged with blue flagging or otherwise described below or by Contracting Officer's Representative (from now on COR). If there is any discrepancy on the boundaries of individual work areas within units, the COR must be contacted as soon as possible and work ceased until the discrepancy is resolved.

Exclusions (Non-Work Areas): Control areas and any culturally restricted areas, if present; and limitations on work performed will be noted in C.5 Restrictions on Work and delineated on the ground by orange and white candy cane flagging on the boundaries and/or pink tags stapled on vegetation at breast height facing away from the site.

Accessibility: Access routes are shown on the project area maps. The project areas can and will be accessed from established highways and Forest system roads. Skid trails will be designated on the ground by the contractor and approved by a designated representative in writing and are not depicted within this document.

Work vehicles and equipment will be parked on Forest Service land unless prior arrangements have been made by the Contracting Officer. In most cases project areas are accessible by 2WD; however, some terrain may necessitate the use of a four-wheel drive, high-clearance vehicle.

Any prospective contractor desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing from the Contracting Officer soon enough to allow a reply to reach all prospective contractors before the solicitation closing date. Oral explanations or instructions given before the award of a contract will not be binding.

C.3 Maps

Any maps included are general in nature and are not to be considered as definitively identifying locations. Maps are included as an attachment to this RFP.

Area Map 1 displays all treatment units: whitebark pine (WB) removal of dead trees, meadows restoration (MR) - removal of conifers encroaching on meadows; and aspen restoration (AR) – removal of conifers encroaching on aspen groves.

For Whitebark Pine (WB-01 and WB-02) removal see Map 2 Upper June. WB area consists of two units totaling 170 acres. WB-01 is approximately 83.4 acres in a narrow horseshoe shape around the south end of the June Mountain ski area. WB-02 is approximately 86.6 acres in an irregular polygon shape to the north of WB-01. Green squares indicate existing decking locations.

Meadow restoration consists of six units totaling 19.9 acres. MR-03 through MR-06 are plots ranging from 1.3 – 9.1 acres to the north of the WBP removal sections. MR-04 is close to existing decking locations denoted by green squares. MR-01 and MR-02 are on the north end of the work area near AR plots.

Aspen restoration units AR-01 through AR-05 are on the northern edge of low slope plots near Hwy 158. Green squares indicate existing decking location. AR area is 26.6 acres.

C.4 Estimated Start Date & Contract Time

Estimated Start Date: July 15, 2021

Number of Calendar Days Required: 186 days have been allocated to complete this contract.

This project may extend over 3 years from 2021 -2024 during work season window of July 15 – November 15 each year.

C.5 Restrictions on Work

Work may be performed at any time during the work season period of the contract between 7/15 and 11/15 annually 2021 – 2024, unless prohibited by conditions as outlined below. Nothing in this part shall be construed to take away any of CalTrout rights under the Suspension of Work Clause (52.242-14). Restrictions are as follows:

1. In accordance with the fire plan
2. When the Contracting Officer (or designated representative) determines that adverse weather has made access too dangerous or that continued vehicular travel would cause unacceptable road damage.
3. No mechanical equipment will be allowed to operate within Controlled Areas unless authorized by USDA Forest Service or USDI Bureau of Land Management personnel.
4. Mechanical harvesting equipment, including front loaders and skidders; would not be used on the Contract Area when wet weather operations or wet soil conditions would adversely affect soil porosity, hydrologic function, or runoff potential. In some cases a slash mat may be used to reduce ground impacts of equipment.
5. Use of mechanical equipment shall be limited to slopes less than 30 percent and to when soil is dry to 6 inches, or suitable conditions determined by a Forest Service Watershed Specialist.
6. Any stream course crossings will be agreed upon in writing prior to designation in writing by the contractor and a qualified Forest Service hydrologist. In some cases a temporary crossing will need to be erected to reduce impact to the natural resource.
7. Only Low-pressure ground equipment will be allowed within 25 feet of stream courses.
8. A Limited Operating Period (LOP) for migratory birds preventing the cutting of snags is in place from May 15 – July 15.

C.6 Licenses and Insurance

Contractor shall procure, at its sole cost and expense, the insurance coverages set forth below with respect to Contractor's operations on Forest Service land, and its use and employment of June Mountain facilities, property or employees.

Sufficiency of Insurance. Before the final execution of this contract, Contractor and any Subcontractors shall produce a standard Accord form Certificates of Insurance with Insurance Carriers acceptable to California Trout, United States Department of Agriculture Forest Service, Mammoth Mountain Ski Area LLC and Alterra Mountain Company, evidencing all required insurances. The Certificates shall also confirm Additional Insured Provision, Subrogation Waiver Provision and forward actual endorsements from the Contractor's insurance carriers evidencing required coverage amendments.

Contractor insurance policy name as additional insured: California Trout, United States Department of Agriculture Forest Service, Mammoth Mountain Ski Area, LLC, June Mountain Ski Area and Alterra Mountain Company, all as additional insureds on the GL policy. The Contractor's insurance shall include a waiver of subrogation in favor of California Trout, United States Department of Agriculture Forest Service, Mammoth Mountain Ski Area, LLC, June Mountain Ski Area and Alterra Mountain Company

Pursuant to FAR clause 52.228-5, Insurance - Work on a Government Installation, the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

(a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's Liability Insurance with limits of liability of not less than (i) \$500,000.00 for bodily injury by accident, each accident, (ii) \$500,000.00 for bodily injury by disease, each employee, and (iii) \$500,000.00 aggregate liability for disease, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers. The Workers' Compensation Insurance Policy must include a waiver of subrogation endorsement in favor of Mammoth Mountain Ski Area, LLC., California Trout and United States Department of Agriculture Forest Service.

(b) Commercial General Liability Insurance. A comprehensive form Commercial General Liability Insurance policy written on an occurrence basis, in form and substance reasonably acceptable to California Trout, United States Department of Agriculture Forest Service and Mammoth Mountain Ski Area, LLC and including, without limitation, an endorsement naming Mammoth Mountain Ski Area, LLC, Alterra Mountain Company, the United States Department of Agriculture Forest Service, and CalTrout ("Additional Insureds") as additional insureds, and an express clause or endorsement under which the insurer waives the right to use the defense of "governmental function" in any suits or actions that might be brought or made against any of the Additional Insureds or their respective officials, officers, directors, trustees, employees, and agents. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$500,000 for each occurrence of bodily injury, fire and/or property damage and an annual aggregate of liability of not less than \$1,000,000 for bodily injury and/or property damage.

(c) Automobile Liability. The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and 500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage or loss.

(d) Aircraft Public and Passenger Liability. There is no requirement for aircraft public and passenger liability insurance coverage for June Mountain Phase 2 work. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(e) Contractors' Pollution Liability Insurance. Contractor shall purchase and maintain in force for the duration of the Agreement and for a period of two (2) years after completion of the project, insurance for pollution legal liability applicable to bodily injury; property damage, including natural resource damage, loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs, removal, storage, disposal, and or use of the pollutant; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Such insurance shall provide a coverage amount of not less than \$500,000 per occurrence.

(f) Failure to Provide Insurance. If Contractor fails to furnish and maintain insurance as required herein, Mammoth Mountain Ski Area, LLC may purchase such insurance on behalf of Contractor, and Contractor shall pay the cost thereof to Mammoth Mountain Ski Area, LLC upon demand therefor and shall furnish to Mammoth Mountain Ski Area, LLC any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms hereof shall be kept in full force and effect throughout the term of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by Contractor under or pursuant to this Agreement.

(h) General. Each policy of insurance referred to herein shall be issued by a company legally qualified to issue such insurance in the State of California. Each policy shall provide that it shall not be canceled or materially amended except after thirty (30) days' written notice to California Trout and June Mountain, and that it shall not be invalidated by any act or negligence of Contractor, or its partners, directors, officers, contractors, subcontractors, sponsors, vendors, volunteers, employees or agents.

MSPA Card (Form WH510): This contract [X] does [] does not require the contractor to be registered with the US Department of Labor as a Farm Labor Contractor. The Contractor shall provide a current Form WH510 or legible copy.

Indemnification

Contractor hereby releases and agrees to protect, indemnify, defend and hold Mammoth Mountain Ski Area, June Mountain Ski Area, Alterra Mountain Company, and the United States Department of Agriculture, Forest Service, CalTrout and their affiliates and all of their respective officers, directors, shareholders, members, volunteers, agents and employees ("Indemnified Parties") harmless from and against all liabilities, claims, losses, costs, damages, expenses (including reasonable attorneys' fees and disbursements), investigations, actions, suits, judgments and demands arising out of or in any way relating to (i) the Services; (ii) the

negligence or willful misconduct of Contractor or any of its subcontractors, vendors, employees, laborers, materialmen or other suppliers in performing the Services or otherwise, provided that Contractor shall not be liable for losses, costs, damages, liabilities, expenses, actions, suits, judgments or demands resulting from the gross negligence or willful misconduct of any Indemnified Parties; (iii) Contractor's breach of any warranty or representation contained herein. If any Indemnified Party is forced to defend itself or Contractor in a suit in any way relating to this Agreement or any Services, Contractor agrees to cooperate in such defense as reasonably requested by the Indemnified Party. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

C.7 Technical Requirements

C.7-1 Definitions

Aspen - Quaking aspen is a native deciduous tree. It is small- to medium-sized, typically less than 48 feet (15 m) in height and 16 inches (40 cm) dbh. It has spreading branches and a pyramidal or rounded crown, and smooth white bark and leaves that turn yellow in fall.

Conifer – Typically an evergreen tree, which usually has a single well-defined trunk and/or attains a height greater than 20 feet (i.e. pine, spruce, and fir species)

Control Area (Cultural and/or Threatened and Endangered (T&E) Sites) - Areas delineated by orange and white candy cane flagging for the purpose of protecting resources of concern. Locations where special protection is required to preserve and protect cultural values and species of plants or animals listed on the T&E list.

Crown Ratio – The portion of the total vertical tree height that is occupied by the vertical length of the tree crown.

Damaged/Diseased Tree – Any tree with one or more of the following:

1. Broken or dead top, regardless of cause.
2. Vertical orientation of bole is lost.
3. Visible disruption of roots.
4. Dead or dying limbs/foliage within the upper three-fourths of the live crown

DBH – Diameter of trees measured at breast height (4.5 feet above ground, upslope side of tree).

Diameter - Other vegetation (not trees) is measured 1 foot above ground

Dominant/Co-dominant Tree – Trees generally of good vigor due to being the larger trees in the stand and their crowns receiving full sunlight from above and on much of the sides.

Excess Tree(s) – A tree or group of trees that is left, but should have been cut to meet spacing or trees-per-acre requirements.

Existing Down Woody Material – All logs, stems, limbs and tops of trees and brush, which are dead and lying on the ground prior to Contractor beginning operations.

Hardwood - A broad-leaved tree, which usually has a single well-defined trunk and/or attains a height greater than 20 feet. (i.e. aspen and oak species). Sprouting hardwood species may be in the form of multi-stemmed clumps.

Jackpot - Concentration of slash or natural fuels, heavier than the surrounding areas.

Ladder Fuels - Fuels that provide vertical continuity between the ground and the tree crowns thus are creating a pathway for surface fire to move into the overstory tree crowns.

Leave Tree – A Dominant or Co-dominant tree, which is free from Damage/Disease, or a tree less than the desired DBH specified, and is left uncut (or should have been left uncut) by the Contractor to meet desired spacing or trees per acre requirements. Any live tree greater than 24 inches dbh are automatically considered to be Leave Trees.

Leave Tree Clump – A group of 3 to 12 Dominant and Co-dominant trees in close proximity to one another, which is left (or should have been left) by the contractor to increase stand diversity.

Log Deck – A pile of logs on a woods landing or in a mill yard.

Mobilization - The act of delivering all ordered personnel and equipment to the project area. The price for mobilization shall be included in the proposed unit prices.

Percent Cover – Portion of the project area beneath the drip line of vegetation to be cut or left untreated. Percent cover and treatment will be specified in C.7-2 Specifications.

Reserved Trees or Reserved Areas - Individual species of trees or certain areas within a treatment unit that the contract or COR designates are reserved from treatment.

Shrub (or brush) - Vegetation consisting of woody perennial plant smaller than a tree, usually having permanent single or multiple stems originating at or near the ground level not normally reaching 20 feet in height (i.e. bitter brush, manzanita, ceanothus, mountain mahogany, rhododendron, serviceberry, sagebrush, etc.).

Slash – Any cut vegetation and/or existing naturally (dead and down) woody debris. This includes stems, limbs, down logs, and brush that existed from previous activities or was generated by the contractor during current activities. Diameter to be piled, chipped, or removed will be specified. Limbs less than 1 inch in diameter and 2 feet in length are not defined as slash and may be left scattered on the forest floor.

Snag – A dead or living tree that has 10 percent or less live crown.

Superior Vigor Trees – Trees which exhibit healthy, dark green needle color. Needle length is longer, and reaches further back on branches. Needle length on inferior vigor trees is shorter and often tufted nearer branch tips. Recent height growth is also greater on Superior Vigor Trees. May not always be the largest/tallest tree.

Supervisor (foreman) - A working (English speaking) supervisor, who is knowledgeable and experienced in the required work and supervision, shall be provided for each crew and is required to stay with the crew while work is in progress. If crew is non-English speaking, the supervisor must be bilingual in English and the language of the crew members.

Suppressed/Intermediate Tree – Trees generally of poor vigor due to being overtopped or crowded by larger trees. The crowns of these trees usually receive little or no direct sunlight.

Undesirable Vegetation – Conifer trees less than 24.0 inches dbh with one or more of the following attributes:

1. Damaged/Diseased Trees.
2. Trees with Suppressed and/or Intermediate crown position classification.
3. Excess trees not selected as Leave Trees.

Water Body Buffer Zone (WBZ) - A 25 to 300 foot area extending upslope on each side of a stream channel or as described in C.7.2 Specifications.

Wildlife Clumps – An area usually between 1/100 acre and 1/4 acre in size, where no trees have been cut or no trees should have been cut. Wildlife clumps are ideally somewhat denser than the surrounding forest area, and are usually dominated by smaller trees, with fuller crowns. These clumps of trees tend to break up horizontal visibility through the stand, and offer various wildlife species a greater degree of cover and nesting possibilities.

C.7-2 Specifications

C.7-2.1 – Aspen Restoration – Line Item AR 01 – 05

Treatments under this line item are completed using hand and/ or mechanized equipment which will remove conifers from aspen restoration units. Special care should be taken to avoid wet and saturated ground while using mechanized equipment and flexibility will be needed in adapting to conditions on the ground

C.7-2.1.1 – Conifer Removal – All live and dead conifers less than 30 inches in diameter at breast height (DBH) will be cut and removed from the unit unless removal will cause an unacceptable amount of damage to the natural environment. Trees are cut below the lowest live limb and completely severed from the stump. The resulting stumps are less than 8 inches high, when measured from the uphill side. To the extent possible, residual live aspen will be left unharmed by felling activities.

C.7-2.1.2 – Special Circumstances – To the extent possible all conifers should be removed from the unit. In some circumstances due to wet conditions mechanized equipment will not be allowed in certain areas. In these cases trees should be felled toward operable areas, removed by hand to the extent possible, or the unit may be revisited later in the season when conditions have dried further. In some circumstances where hand removal is not realistic up to 5 % of the unit may be covered by felled conifers. In these circumstances the boles should be bucked so they lay within a foot of the surface of the ground, and branch material should be lopped and removed from the

unit. Discussions between the COR and contractor need to occur in these situations to ensure an acceptable determination is reached. Resolution of these issues should be recorded in writing.

C.7-2.1.3 – Bole Material/ Decking – Boles of trees greater than 8 inches in diameter will be skidded to the designated decking location (see Map 2-Upper June and Map 3-Lower June) **with the exception of unit AR-05**. Material will be decked to a maximum height of 5 feet to facilitate safe public fuelwood cutting. Decks should be organized in a neat, orderly fashion not use standing trees as support, and not interfere with June Mountain Ski operations. Additional decking locations may be designated in writing if the existing location is not large enough to accommodate all of the material. Bole Material greater than 12 inches in diameter in unit AR-05 will be decked adjacent to the unit in an area to be agreed upon between the contractor, and COR in writing.

C.7-2.1.4 – Branch and ‘Sub-Merchantable’ Material – Activity material less than 8 inches in diameter and greater than 4 feet long should be removed from the unit and piled in dry locations which do not interfere with ski resort operations to be burned at a later date by forest service personnel. If areas suitable for piling are not found material should be chipped to a depth no greater than 4 inches, averaging 2 inches across the chipped area where it will not be washed into stream courses.

C.7-2.1.5 – Pile Location – Piles shall not be closer than 15 feet to boles of Leave Trees, and 5 feet from and any down logs exceeding 12 inches in diameter at the small end unless approved by the COR. Slash shall not be piled or placed on logs, rocks, or stumps, in roadways, trails, swales or drainage ditches, or within 10 feet of unclassified channel bottoms or within 25 feet of designated classified streams as shown on the contract area map and/or designated on the ground. Piles shall be set back 50 feet from trails, roads, and powerlines.

C.7-2.1.6 – Pile Size – Unless approved otherwise by the COR in writing, maximum pile size shall be 10 feet in diameter by 8 feet in height, and minimum pile size shall be 7 feet in diameter by 5 feet in height at the time of final inspection.

C.7-2.1.7 – Pile Construction – All piles shall be constructed by laying limbs, stems, cut boles, and all other slash, in the pile so as to be triangular in shape. Slash shall be bucked to 4 foot lengths to facilitate tight piles.

C.7-2.1.8 – Pile Covering – All constructed piles shall receive one, 4 foot wide by 4 foot long sheet of Kraft paper in the top third of the pile. Contractor shall pile additional material (top third) on top of the Kraft paper to prevent paper from moving off the pile be environmental conditions.

C.7-2.1.9 – Chipping of Activity Slash – If chipping is used: resulting chips should be blown back into the forest and spread to a depth no greater than 2 inches in height on average with a max of 4 inches over less than 10 percent of any one acre. Chips shall not be spread into drainages or pre-constructed erosion control features, nor placed near

water ways where potential to enter streams or lakes are likely. Chips shall also not be spread to within 50 feet of any developed infrastructure (road, building, campsite, etc.) If a use for chips are found locally by the Forest Service or Contractor then chips may be blown into the back of a chip van for disposal.

Any designated improvement (i.e. System Road or Hiking Trail, as shown on contract area maps) which have been disturbed by the Contractor's operations will be returned to as near original condition as practicable. Ground disturbance including skid trails and other operation related damages will be returned to as near original conditions a practicable. This may include creating water bars where slopes exceed 20%, back blading, and slashing of the skid trail.

C.7-2.2 – Meadow Restoration – Line Item MR 01 - 06

Treatments under this line item are completed using hand and/ or mechanized equipment to remove conifers from meadows. Special care should be taken to avoid wet and saturated ground while using mechanized equipment. Flexibility is needed in adapting to conditions on the ground

C.7-2.2.1 – Conifer Removal – All live conifers less than 30 inches in diameter at breast height (DBH) will be cut and removed from the unit unless removal will cause an unacceptable amount of damage to the natural environment. Trees are cut below the lowest live limb and completely severed from the stump. The resulting stumps are less than 8 inches high, when measured from the uphill side. To the extent possible, residual live trees will be left unharmed from felling and skidding operations.

C.7-2.2.2 – Special Circumstances – To the extent possible all conifers should be removed from the unit. In some circumstances due to wet conditions mechanized equipment will not be allowed in certain areas. In these cases trees should be felled toward operable areas, or removed by hand to the extent possible, or the unit may be revisited later in the season when conditions have dried further. In some circumstances where hand removal is not realistic up to 5 % of the meadow may be covered by felled conifers. In these occasions the boles should be bucked so they lay within a foot of the surface of the ground, and branch material should be lopped and removed from the unit. Discussions between the COR and contractor need to occur in these situations to ensure an acceptable agreement is reached. Resolution of these issues should be recorded in writing.

C.7-2.2.3 – Bole Material/ Decking – Boles of trees greater than 12 inches in diameter will be decked outside of the unit in a dry suitable area designated in writing by the COR. Decking area should be as close to the unit as possible while avoiding resource damage. MR 1 & 2 will be decked in the designated decking location as depicted in map 3. Decks should not exceed 15 feet in height and should be organized in a neat, orderly fashion. These decks should not interfere with June Mountain ski operations.

C.7-2.2.4 – Branch and 'Sub-Merchantable' Material – Activity material from less than 12 inches in diameter and greater than 3 feet long should be removed from the unit and piled in dry locations which do not interfere with ski resort operations to be burned at a

later date by forest service personnel. If areas suitable for piling are not found, material should be chipped to a depth no greater than 4 inches where it will not be washed into stream courses.

C.7-2.2.5 – Pile Location – Piles shall not be closer than 15 feet to boles of Leave Trees or other piles, and 5 feet from any down logs exceeding 12 inches in diameter at the small end unless approved by the COR. Slash shall not be piled or placed on logs, rocks, or stumps, in roadways, trails, swales or drainage ditches, or within 10 feet of unclassified channel bottoms or within 25 feet of designated classified streams as shown on the contract area map and/or designated on the ground. Piles shall be set back 50 feet from trails, roads, structures, and powerlines.

C.7-2.2.6 – Pile Size – Unless approved otherwise by the COR in writing, maximum pile size shall be 15 feet in diameter by 12 feet in height, and minimum pile size shall be 10 feet in diameter by 6 feet in height at the time of final inspection.

C.7-2.2.7 – Pile Construction – all piles shall be constructed by laying limbs, stems, cut boles, and all other slash, in the pile so as to be triangular in shape. Slash shall be bucked to 4 foot lengths to facilitate tight piles.

C.7-2.2.8 – Pile Covering – All constructed piles shall receive one, 4 foot wide by 4 foot long sheet of Kraft paper in the top third of the pile. Contractor shall pile additional material (top third) on top of the Kraft paper to prevent paper from moving off the pile be environmental conditions.

C.7-2.2.9 – Decks – Decks will be formed by piling boles of trees parallel to each other in a neat and orderly manner to a height no greater than 15 feet. Decks will be set back from adjacent ski runs and the edge of the meadow by 50 feet and standing trees will not be used as support.

Any designated improvement (i.e. System Road or Hiking Trail, as shown on contract area maps) which have been disturbed by the Contractor's operations will be returned to as near original condition as practicable. Ground disturbance including skid trails and other operation related damages will be returned to as near original conditions a practicable. This may include creating water bars where slopes exceed 20%, back blading, and slashing of the skid trail.

C.7-2.3.1 Fuels Reduction - Line Item WB-01

Treatments under this line item may occur using hand and/or mechanized equipment. Only dead trees will be cut and removed. Material will be chipped or decked.

C.7-2.3.1 – Snag Removal – standing dead trees less than 30 inches in diameter at breast height will be felled and processed. Trees will be cut below the lowest limb and completely severed from the stump. The resulting stumps are less than 8 inches tall when measured from the uphill side. In circumstances where the trees share a base with other trees stump heights of 18 inches area allowable. If it is not feasible to leave a stump

height of 18 inches all stems should be cut at the lowest height possible except for one which will be left uncut as a ‘flag’ tree. To the extent possible, residual live trees will be left unharmed from felling and skidding operations.

C.7-2.3.2 – Current Dead and Down – Recently dead trees which have fallen over the past 10 years will be removed and processed as part of this project. Trees which qualify may include those which are in decay class 1 or 2 and have not become partially buried due to erosion. Other indicators may include fine branches and substantial amounts of bark still attached to the bole and branches.

C.7-2.3.3 – Material Processing – All tree and branch material less than 12 inches in diameter will be chipped or masticated and spread either within the unit or on adjacent ski runs. Material greater than 12 inches in diameter may be decked in designated locations or chipped up to the contractor’s capability. Decks will be located in areas which are approved by the Forest Service and do not interfere with ski operations. Decking locations will be designated to be operationally and financially efficient. Generally, piles are discouraged but may be created where there is an operational need and agreed upon in writing.

C.7.2.3.4 – Chipping / Mastication of Activity Slash – All cut materials from green tree thinning, and pruning will be piled, chipped or removed from the site. If chipping is used: resulting chips should be blown back into the forest and spread to a depth no greater than 2 inches in height on average with a max of 4 inches over less than 10 percent of any one acre. Chips shall not be spread into drainages or pre-constructed erosion control features, nor placed near water ways where potential to enter streams or lakes are likely. Chips shall also not be spread to within 50 feet of any developed infrastructure (road, building, campsite, etc.) If a use for chips are found locally by the Forest Service or Contractor then chips may be blown into the back of a chip van for disposal.

C.7-2.3.5 – Decks – Decks will be formed by piling boles of trees parallel to each other in a neat and orderly manner to a height no greater than 15 feet. Decks will be set back from adjacent ski runs by at least 50 feet and standing trees will not be used as support.

Any designated improvement (i.e. System Road or Hiking Trail, as shown on contract area maps) which have been disturbed by the Contractor’s operations will be returned to as near original condition as practicable. Ground disturbance including skid trails and other operation related damages will be returned to as near original conditions as practicable.

C.7-2.4 – Whitebark Pine Restoration – Unit WB-02

Treatments under this line item may be completed using hand or mechanized equipment.

C.7-2.4.1 – Snag Removal – standing dead trees less than 30 inches in diameter at breast height will be felled and processed. Trees will be cut below the lowest limb and completely severed from the stump. The resulting stumps are less than 8 inches tall when

measured from the uphill side. In circumstances where the trees share a base with other trees stump heights of 18 inches are allowable. If it is not feasible to leave a stump height of 18 inches all stems should be cut at the lowest height possible unless it is within 150 feet of the adjacent ski run in which case one will be left uncut as a 'flag' tree. To the extent possible, residual live trees will be left unharmed from felling and skidding operations.

C.7-2.4.2 – Green Tree Thinning – Lodgepole pine less than 12 inches DBH will be thinned to a spacing of 15 feet from the nearest neighboring live tree. All live whitebark pine and red fir will be retained. Trees will be cut below the lowest live limb and completely severed from the stump. Resulting stumps are less than 8 inches tall when measured from the uphill side.

C.7-2.4.3 – Slash Disposal – Material less than 12 inches in diameter and greater than 3 inches in diameter and 4 feet in length will be chipped and/ or piled within the unit. Piles will not be located within 150 feet of the ski run on the East side of the unit. Material greater than 12 inches in diameter will be decked at locations agreed upon in writing with the Forest Service no closer than 150 feet from the ski run mentioned previously.

C.7-2.4.4 – Pile Location – Piles will not be located within 150 feet of the ski run on the East side of the unit. Piles shall not be closer than 15 feet to boles of Leave Trees, and 5 feet from any down logs exceeding 12 inches in diameter at the small end unless approved by the COR. Slash shall not be piled or placed on logs, rocks, or stumps, in roadways, trails, swales or drainage ditches, or within 10 feet of unclassified channel bottoms or within 25 feet of designated classified streams as shown on the contract area map and/or designated on the ground. Piles shall be set back 50 feet from trails, roads, structures, and powerlines.

C.7-2.4.5 – Pile Size – Unless approved otherwise by the COR in writing, maximum pile size shall be 10 feet in diameter by 8 feet in height, and minimum pile size shall be 8 feet in diameter by 5 feet in height at the time of final inspection.

C.7-2.4.6 – Pile Construction – all piles shall be constructed by laying limbs, stems, cut boles, and all other slash, in the pile so as to be triangular in shape. Slash shall be bucked to 4 foot lengths to facilitate tight piles.

C.7-2.4.7 – Pile Covering – All constructed piles shall receive one, 4 foot wide by 4 foot long sheet of Kraft paper in the top third of the pile. Contractor shall pile additional material (top third) on top of the Kraft paper to prevent paper from moving off the pile be environmental conditions.

C.7-2.4.8 – Decks – Decks will be formed by piling boles of trees parallel to each other in a neat and orderly manner to a height no greater than 15 feet. Decks will be set back from adjacent ski runs by at least 150 feet and standing trees will not be used as support.

C.7.2.4.9 – Chipping of Activity Slash – Chips should be blown back into the forest and spread to a depth no greater than 2 inches on average with a max of 4 inches over less than 10 percent of any one acre. Chips shall not be spread into drainages or pre-constructed erosion control features, nor placed near water ways where potential to enter streams or lakes are likely. Chips shall also not be spread to within 25 feet of any developed infrastructure (road, building, campsite, etc.) If a use for chips are found locally by the Forest Service or Contractor then chips may be blown into the back of a chip van for disposal.

C.7-3 Contractor-Furnished Equipment

Unless otherwise specified herein, the Contractor shall provide all labor, transportation, materials, and equipment necessary to perform the work as described herein.

C.7-4 Government-Furnished Equipment

When items warrant the need; the Government shall furnish Sporax to the Contractor at the beginning of each week to be used for that week. Contractor is responsible for making arrangements prior to the issuance of the Notice to Proceed to pick up Sporax from the Mammoth Ranger Station and to contact COR when more will be needed on a week to week basis.

Contractor will report Sporax usage to COR on each applicable thinning unit at completion of the Item/Sub-item.

SECTION E--INSPECTION AND ACCEPTANCE

E.1 QUALITY CONTROL PLAN

The Contractor shall conduct inspections on all units in accordance with Quality Control Plan (QCP) approved by California Trout and Inyo Forest Service. The Contractor's Quality Control Plan shall be submitted and accepted by CalTrout prior to any work starting. CalTrout or a designated representative may conduct inspections to ensure compliance with the contract.

E.2 INSPECTIONS

Inspections are for the purpose of satisfying CalTrout that the services are acceptable and do not relieve the Contractor of the responsibility for maintaining quality control.

The Contracting Officer's Representative or designated inspector will conduct all inspections. The Contractor (or designated representative) is encouraged to be present to observe inspections. Summary results will be made available on request.

Compliance Inspections. Visual compliance inspections will be made on a periodic basis. Such inspections are not final and do not constitute acceptance by CalTrout.

Final Inspections. Final (formal) inspections for payment will be made on completed sub-items only. Contractor shall request final inspections in writing and give the CalTrout at least two working days advanced notice. Inspections will be completed within four working days after the notice is received. If the work is not ready for inspection at the time specified by the Contractor, the cost associated with the inspection attempt may be charged to the Contractor.

Disputed Inspection.

The Contractor may request reinspection without rework if the results are unacceptable. Reinspection must be requested in writing within 48 hours after receiving written notice of the inspection results. Reinspection will be accomplished within five working days after receipt of the contractor's written request.

The same sampling and inspection procedures will be used, but new samples will be taken. The inspection pattern will be shifted so that new samples will not overlap previously inspected samples. Results will be rounded to the nearest whole percent.

If reinspection results are within five percentage points of the first inspection, the original inspection result will be used in determining acceptability and payment. If reinspection results are greater than five percentage points above or below the first inspection, the reinspection results will be used.

If the reinspection results are within five percentage points of the first inspection, the Contractor shall pay the actual costs of the reinspection.

Reinspection after Rework. Where rework after a failed inspection may improve the inspection results, the Contractor may rework the area and request (in writing) a second inspection. CalTrout will charge to the Contractor the cost of this additional inspection. Reinspection will be accomplished within five working days after the notice is received. The results of the second inspection will be final, and no further rework will be permitted. Areas not ready for reinspection at the time specified by the Contractor will not be reinspected, and the results of the first inspection will be final.

E.2-1 Sampling (CalTrout's inspection system)

[X] *Plots.* At least one percent of each treatment area will be sampled by a random series of plots distributed over the entire area. Plot size will be: [X] 1/10 acre

E.2-2 Specific Inspection Procedures

The sample plots will be located throughout each unit in order to obtain a representative sample of the work. Each item will be inspected separately. Determinations of the acceptability of the work performed will be based on these inspections, which will be considered conclusive, except as otherwise provided in the contract.

Plot centers will be marked at each plot with brightly colored flagging and examined. Applicable criteria for each item will be measured, examples of metrics are included in the acceptance table below, and metrics may be expanded to include relevant data associated with technical specifications listed in section C.

E.3 Acceptance

Work on this contract will be deemed acceptable when CalTrout’s inspection plots are equal to or higher than that specified for that task, as shown in the Quality Assurance Plan (QAP). Each item and each task must meet or exceed its Acceptable Quality Level for full payment on the item. If one or more tasks are below their Acceptable Quality Level, payment will be made at the lowest rate (rate most favorable to CalTrout).

The table below is an example of metrics which may be inspected as part of inspection. Other metrics may be evaluated as it relates to the contract specifications listed in section C. Acceptance levels will remain at the below levels regardless of the metric being inspected.

E.3-1 Acceptance Level

| <i>Tasks</i> | <i>Quality Standard</i> | <i>Acceptable Quality Level</i> | <i>Means of Measurement</i> | <i>Deductions And Incentives</i> |
|--|--|---|--|--|
| <i>C.7-2.1 Aspen Restoration</i> | 100% of cut trees meet C.7-2.1.1 standards. 100% of slash/activity material meet C.7-2.1.4 100% of decks meet C.7-2.1.3 | 95% of trees cut meet C.7-2.3 standards. 95% of slash/activity material meet C.7-2.1 95% of decks meet C.7-2.1.3 | Contractor inspection records and random verification by CalTrout. | Deductions – For quality below 95%, re-work at no cost to CalTrout. For quality between 85% and 95%, a 2% reduction in payment for every 1% quality below 95%. Poor performance rating. Incentives – Good performance rating. |
| <i>C.7-2.2 Meadow Restoration</i> | 100% of trees cut meet C.7-2.2.1 standards. 100% of slash/activity fuels meet C.7-2.2.4 standards 100% of piles meet C.7-2.2.5 standards | 95% of trees cut meet C.7-2.2.1 standards. 95% of piles meet C.7-2.2.8 standards 100% of piles meet C.7-2.2.5 standards | Contractor inspection records and random verification by CalTrout. | Deductions – For quality below 95%, re-work at no cost to CalTrout. For quality between 85% and 95%, a 2% reduction in payment for every 1% quality below 95%. Poor performance rating. Incentives – Good performance rating. |
| <i>C.7-2.3 Fuels Reduction</i> | 100% of trees cut meet C.7-2.3.1 standards. 100% of activity fuel disposal methods met | 95% of trees cut meet C.7-2.3.1 standards. 95% of activity fuel disposal methods met | Contractor inspection records and random verification by CalTrout. | Deductions – For quality below 95%, re-work at no cost to CalTrout. For quality between 85% and 95%, a 2% reduction in payment for every 1% quality below 95%. Poor performance rating. |

| | | | | |
|---|---|---|--|--|
| | | | | Incentives – Good performance rating. |
| C.7-2.4 Whitebark Pine Restoration | 100% of trees cut meet C.7-2.4.1 standards. 100% of activity fuel disposal methods met | 95% of trees cut meet C.7-2.4.1 standards. 95% of activity fuel disposal methods met | Contractor inspection records and random verification by CalTrout. | Deductions – For quality below 95%, re-work at no cost to CalTrout. For quality between 85% and 95%, a 2% reduction in payment for every 1% quality below 95%. Poor performance rating. Incentives – Good performance rating. |

Qualifications for Respondents, Proposal Structure and Submittal Instructions

- 1) The respondent shall be fully capable, qualified, insured, and licensed as required to provide these services.
- 2) List the location of the main office of contractor.
- 3) Respondent must provide a list of between one - three (3) projects completed by the firm that demonstrate the respondent’s performance of similar work.

Work Plan, Personnel and Work Schedule Requirements

Each respondent shall develop and include:

A thorough work plan and/or schedule for project completion: The plan must identify each major task, necessary subtask, and/or specific milestones by which progress can be measured and payments made.

Contractor should break out cost for WB, MR and AR components of the project exclusive of mob/demob and insurance costs to contractor.

Project Personnel: Respondent shall identify name and title of all key personnel used in the performance of these services.

Sub - consultants and/or Subcontractors: Identify each subcontractor necessary to complete the project. Include the subcontractor’s name, address, the service provided, and a brief summary of the respondent’s work history with the subcontractor.

Facilities and Resources: Explain where/how the services will be provided and what type equipment is needed to perform the services.

Cost Detail Format and Requirements:

Personnel Services Costs: All employee costs, including benefits, which are required to complete the proposed project. List each employee classification, their hourly rate and number of hours.

Operating Expenses: Include all materials, contractual services and incidental costs.

Contractual Services: those activities necessary for the implementation of the proposal for which the respondent will subcontract. These services are undertaken by a provider external to the respondent's organization.

Provide as much cost detail as possible and practical. Use unit costs when applicable (per lb., per day, cubic yard, linear foot, etc.).

Travel and per diem: Expenses must be consistent with state guidelines for mileage and reimbursed travel expenses.

Equipment: Contractor is responsible for providing all equipment necessary to complete the work proposed. Refer to Sections C 7-3 and C 7-4 of RFP.

Submission of Proposals

Parties should submit their proposal by 5:00 PM (PST) October 30, 2020 by email to Sandra Jacobson (California Trout) at sjacobson@caltrout.org and Scott Kusumoto (Inyo National Forest) at scott.kusumoto@usda.gov . A contractor site visit will be offered to prospective bidders on or about October 1, 2020. This date is subject to change, and specific meeting location is TBD. It is recommended that prospective bidders email the two primary contacts listed on Page 1 of this RFP to inform them of intent to bid.

Bids should include contact information as indicated below and cost estimates responsive to Project requirements stated above.

- The name of the solicitation;
- The name, address, and telephone and FAX number of the bidder and email address;
- Names, titles, and telephone and FAX number and email addresses of person/s authorized to negotiate on the bidder's behalf with CalTrout in connection with this solicitation;
- Name, title, and signature of person authorized to sign the proposal.
- Information on costs to perform the work
- Any such information as the bidder deems appropriate to evaluate experience and technical qualifications such as a portfolio.

The RFP generators will evaluate all respondent bids with a uniform scoring matrix considering both cost and qualifications, and reserve the right to consult with and to consider information from bidder's references and from its own sources.

Bidders may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment. Additional information provided by CalTrout about the project prior to the proposal submittal date will be made accessible to bidders on the CalTrout contractor email distribution list and on the CalTrout June Mountain website page at <https://caltrout.org/projects/june-mountain>. Bidders that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Project Review group except for evaluation purposes, please indicate.

Special Contract Award Requirements

Conflict of Interest

The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make full disclosure in writing to the Principal Investigator. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the Principal Investigator, to avoid, mitigate, or neutralize the actual or potential conflict.

Remedies – The Principal Investigator may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Project Manager, CalTrout may terminate the contract for default.

The Contractor further agrees to insert provisions that shall conform substantially to the language of this clause, including this paragraph, in any subcontract, personnel agreement, or consultant agreement hereunder.