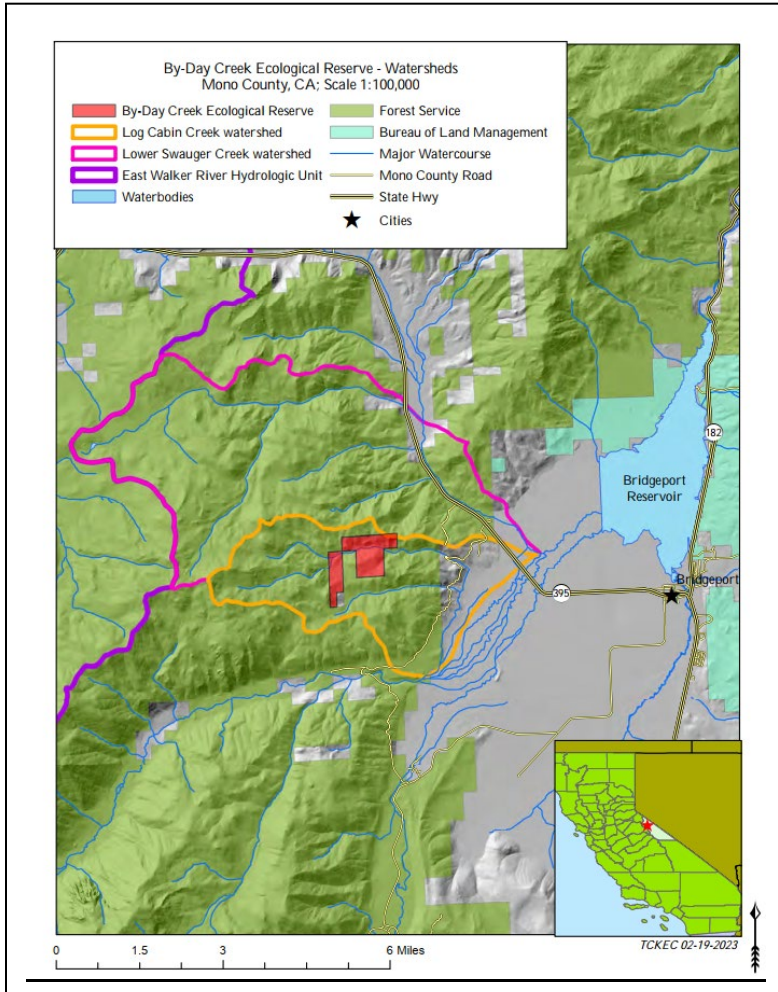


Project : By-Day Creek Forest Health Project

Request for Proposal



Date RFP Released: 5/31/2023.

Project Lead: California Trout (CalTrout) and California Department of Fish and Wildlife (CDFW)

Primary Contacts for RFP Response:

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RFP Information and Postings at

<https://caltrout.org/projects/by-day-creek-forest-health-project>

Timeline

Event	Date
RFP Distribution	5/31/2023
Contractor Site Visit	6/30/2023
Deadline for submission of proposals	8/07/2023
Contractor Selection	8/14/2023

Project Timeline

Event	Date
Project Kickoff Site Meeting	9/11/2023
Implementation Start Date	9/12/2023
Implementation Completion	11/15/2024

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Project Description and Statement of Work

Scope of Work - The intent of this contract is to implement fuels reduction along an ecologically sensitive 0' - 300' buffer along By-Day Creek and the roads within the By-Day Creek Ecological Reserve.

UNIT	ACRES	Treatment
1 (0'-100' buffer on By-Day creek)	26	<ul style="list-style-type: none"> • Hand Thinning (0-16" dbh) • Light Pruning of leave trees • All Slash material hand removed from unit and either piled outside unit or broadcast chipped outside unit
2 (100'-300' buffer on By-Day creek and 0'-300' buffer on road)	137	<ul style="list-style-type: none"> • Hand Thinning (1"-14" dbh) • Medium Pruning of leave trees • Woody Residue Treatment – Follow Up/Slash Disposal: Pile or Broadcast Chip • Brush Management Release: Masticate 50% of brush in unit • Burn Piles

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, CDFW, or other designated entity.

Project Location and Description

Location: Projects will be located within the boundaries of the By-Day Creek Ecological reserve in Mono County, Ca.

Description: The California Department of Fish and Wildlife's Inland Deserts Region (6) Lands Program and California Trout are requesting proposals for the [By-Day Creek Forest Health Project](#) at the 460 acre By-Day Creek Ecological Reserve in Mono County, near the community of Bridgeport. The primary purpose for the acquisition of the Ecological Reserve was to protect and enhance habitat for the only known endemic population of genetically pure Walker Basin Lahontan cutthroat trout (*Oncorhynchus clarki henshawi*), a federal and state listed threatened population. The property contains approximately one mile of By-Day Creek, associated riparian forest, meadow riparian wetlands, and adjacent upland habitat including mixed conifer forest, dry meadow, and shrublands. A forest management plan was developed in 2022-2023 along with a cultural review and survey of the reserve. A pre project biological survey will be conducted prior to construction.

This fuels reduction project will implement thinning of overly dense white fir forest and understory within a 0'-300' buffer zone along the stream and roads to improve forest health and reduce the threat of catastrophic wildfire on the stream and watershed

containing Lahontan cutthroat trout. The project area is generally identifiable by proximity to by-day creek. Unit 1 (0-100' buffer) will be flagged with orange flagging tape. Unit 2 (100'-300' buffer) will be flagged with blue flagging tape. If there is any discrepancy on the boundaries of individual work areas within units, the Contracting Officers Representative (COR) must be contacted as soon as possible and work ceased until the discrepancy is resolved. Contractor will be provided geo referenced maps that can be used in Avenza.

Exclusions (Non-Work Areas): Control areas and any culturally restricted areas, if present; and limitations on work performed will be 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. Culturally significant sites do not need to be completely avoided but the treatment needs to be modified. No mechanical equipment within the site boundary. Hand thinning within the site boundary as long as trees/limbs are being felled away from the site and any features. Burn piles must be placed outside the site boundary. Trees within 100' of the site must be felled away from the site.

Accessibility: Access routes are shown on the project area maps. The project areas can and will be accessed using By-Day Creek road, which starts at Buckeye Road to the east, travels along the north side of By-Day Creek, enters the eastern side of the reserve, and travels west continuing along the north side of By-Day Creek for +/- 2/3 of a mile before it crosses By-Day Creek. North Fork Road continues +/- 1/2 mile along the north side of By-Day creek toward the western boundary of the reserve. North Fork Road crosses between the Reserve and Forest Service boundary several times.

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.

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.

Estimated Start Date and Contract Time

Estimated Start Date: September 12, 2023

This project may extend over 2 years from 2023 -2024

Restrictions on Work

Wildlife - All trees that exhibit visible wildlife nesting or cavity use will be left. Trees over 18" diameter at breast height (dbh) will be left. No hardwood trees or riparian species shall be cut, including aspen, cottonwood, dogwood, and willow. All material generated within the watercourse and lake protection zone (100 ft) will be removed to be disposed of. All woody material created from thinning and pruning, and pre-existing downed woody material shall be piled in openings so that leave trees will not receive scorching

damage when the piles are burned. All work will be performed at times that meet the needs of resident and transient wildlife. Work will not occur during the migratory bird nesting season (March 15 – July 31), unless a nesting bird survey is completed within 3 weeks of starting treatment. Additional avoidance measures may be required if Threatened, Endangered, or Special Status species or their habitat is found on-site.

Burn Piles - Slash piles shall not be located within 100 feet of By-Day Creek and shall not be greater than eight (8) feet wide or eight (8) feet high with segment lengths no more than 6' long. Burn piles will be constructed (tee pee style) with a height of 1.5 times higher than their radial width (at the pile base). However, pile height will not exceed 8 feet unless there are limited openings for piles to avoid residual scorch, due to the amount of material to be disposed and by approval of Contracting Officer's Representative (COR). Burn piles will be constructed free of dirt and non-combustible material to ensure a clean safe burn. Piles will be located away from stumps and rotten logs, and sufficient distance away from residual trees or other vegetation to reduce scorch.

Chipping - Vegetative material cut within the project area may be disposed of via broadcast chipping. Chips shall be broadcast according to the following specifications:

- a) Chips may be blown evenly across the ground during operations. At no time shall concentrations of broadcast chips exceed six (6) inches in depth or be concentrated into a pile or piles.
- b) Chipped material shall not be piled against residual vegetation, including residual tree boles.

Brush Management - Mastication or mowing of downed woody debris and brush to not greater than a 6" height to reduce ground fuels. Masticate up to 50% of the brush within the unit. Brush piles created for upland wildlife will be spaced at least 200 feet apart with 1-2 per acre in non-sensitive areas.

Fire Safety - Dry season operations will be done in a manner consistent with fire safety precautions and in compliance with local, state, and federal fire regulations. Activities performed under this practice will be achieved in a manner in consideration of fire and fuel loading issues regardless of the timing of the treatment. PAL requirements must be checked daily before work begins. Prior to arriving at the treatment site, all equipment and vehicles will be cleaned in order to reduce the introduction or spread of noxious weeds.

Technical Requirements

Specifications

Unit 1

Riparian Corridor Protection – By-Day Creek 100 ft. Buffer (26 Acres):

The main purpose of this treatment is to remove hazardous ladder fuels and surface fuels in order to reduce the risk of catastrophic wildfire damage within the By-Day Creek riparian area. These treatments will also remove encroaching conifers from aspen

stands and other hardwoods within the By-Day riparian corridor. The following specifications pertain to this treatment area:

Hand Thinning (NRCS Practice 666 - Forest Stand Improvement)

- Small conifer trees 1.0" dbh to 16.0" dbh shall be thinned. Trees to be harvested shall be chosen based upon the following general guidelines:
 - Leave trees shall be thrifty dominants and codominants capable of responding to improved spacing.
 - Leave all trees that exhibit visible wildlife nesting or cavity use.
 - Spacing of crop (leave) trees shall be approximately 15 to 20 feet and average roughly 16 to 18 feet.
 - Trees 18" dbh and over shall not be thinned.
 - Tree foliage/canopy shall not overlap; trees will have a distinct gap between tree crowns.
- Tree stumps and stems shall be cut as close to the ground as possible, and shall not exceed 6" above ground, measured on uphill side, or 6" above natural obstacles such as boulders, etc.
- Residual reproduction, poles and timber (leave trees) shall consist of healthy, vigorous dominant and codominant trees with full crowns, greater than 40% live crown, free of defect and the best phenotypes of the pre-harvest stand.
- The operator shall generally maintain the pre-harvest species composition. Conifer retention priority shall generally be in the following order: (1) Pine, (2) white fir.
- No hardwood trees or riparian species shall be cut, including aspen, cottonwood, dogwood, and willow unless mutually agreed upon by Landowner or its representative, and marked with paint.
- All snags >18" dbh will be retained

Pruning (NRCS Practice 660 – Tree/Shrub Pruning)

- Tree pruning is required on all leave trees at least 4 feet tall.
- No more than 50% of the length of live crown will be pruned on any individual tree, or more than 50% of the height of the tree excluding dead branches which shall be pruned as high as possible.
- For all trees at least 20 feet tall, pruning will generally be done to the length of reach of the pruner with a pruning saw, but not less than 10 feet nor higher than 17 feet above the ground surface. Trees less than 20 feet tall will be pruned to a minimum height of 50% of the length of the live crown for pine species, and 65% for white fir (as measured down from the top of the tree).
- Pruned stems shall be flush cut with the trunk without stubs, and without damaging the trunk.
- Pruned material will be removed from the Watercourse and Lake Protections Zone (WLPZ) for future treatment by a mechanical thinning contractor to the requirements herein.

Slash Disposal (NRCS Practice 384 – Woody Residue Treatment)

- Pockets of pre-existing slash either from natural mortality, or current and past fuel treatments (cut trees and pruned limbs) shall be treated to reduce the remaining volume and height of fuel concentrations.
- Contractor is expected to include woody debris greater than 2" diameter (small end) and 3' long as treated material.
- All cut and pre-existing slash material shall be removed from Unit 1, and either piled, broadcast chipped, masticated, and/or hauled off the reserve. If material is to be hauled away, it must be disposed of at an approved landfill and cannot be sold.

Unit 2

Riparian/Road Corridor Protection – By-Day Creek 100' – 300' buffer & Roads 0 - 300' buffer (137 Acres):

The main purpose of this treatment is to reduce hazardous ladder fuels and surface fuels in order to further protect By-Day Creek, and provide a safe zone along By-Day roads for emergency personnel potentially responding to a wildlife incident. The following specifications pertain to this treatment area:

Hand Thinning (NRCS Practice 666 - Forest Stand Improvement)

- Small conifer trees 1.0" dbh to 14.0" dbh shall be thinned. Trees to be harvested shall be chosen based upon the following general guidelines:
 - Leave trees shall be thrifty dominants and codominants capable of responding to improved spacing.
 - Leave all trees that exhibit visible wildlife nesting or cavity use.
 - Spacing of crop (leave) trees shall be approximately 15 to 20 feet and average roughly 16 to 18 feet.
 - Trees less than 18" in total height shall not be thinned.
 - Tree foliage/canopy shall not overlap; trees will have a distinct gap between tree crowns.
- Tree stumps and stems shall be cut as close to the ground as possible, and shall not exceed 6" above ground, measured on uphill side, or 6" above natural obstacles such as boulders, etc.
- Residual reproduction, poles and timber (leave trees) shall consist of healthy, vigorous dominant and codominant trees with full crowns, greater than 40% live crown, free of defect and the best phenotypes of the pre-harvest stand.
- The operator shall generally maintain the pre-harvest species composition. Conifer retention priority shall generally be in the following order: (1) Pine, (2) white fir.
- No hardwood trees or riparian species shall be cut, including aspen, cottonwood, dogwood, and willow unless mutually agreed upon by Landowner or its representative, and marked with paint.

Pruning (NRCS Practice 660 – Tree/Shrub Pruning)

- Tree pruning is required on all leave trees at least 4 feet tall.
- No more than 50% of the length of live crown will be pruned on any individual

tree, or more than 50% of the height of the tree excluding dead branches which shall be pruned as high as possible.

- For all trees at least 20 feet tall, pruning will generally be done to the length of reach of the pruner with a pruning saw, but not less than 10 feet nor higher than 17 feet above the ground surface. Trees less than 20 feet tall will be pruned to a minimum height of 50% of the length of the live crown for pine species, and 65% for Douglas-fir, incense cedar and white fir (as measured down from the top of the tree).
- Pruned stems shall be flush cut with the trunk without stubs, and without damaging the trunk.
- Pruned material will be piled and later burned (subject to CDFW approval), broadcast chipped, or where feasible, piled outside of the Watercourse and Lake Protection Zone (WLPZ) for future treatment by a mechanical thinning contractor to the requirements herein. Contractor shall consult with CDFW representative prior to treating.

Follow up/Slash Treatments - General (NRCS Practice 384 – Woody Residue Treatment)

- Pockets of pre-existing slash either from natural mortality, or current and past fuel treatments (cut trees and pruned limbs) shall be treated to reduce the remaining volume and height of fuel concentrations.
- Contractor is expected to include woody debris greater than 2" diameter (small end) and 3' long as treated material.
- Material can either be:
 - Piled (see specifications below)
 - Broadcast chipped; and/or
 - Hauled off the reserve. If material is to be hauled away, it must be disposed of at an approved landfill and cannot be sold.

Follow up/Slash Treatments – Piling (NRCS Practice #384 - Woody Residue Treatment):

- All woody material created from thinning and pruning, and pre-existing downed woody material shall be piled in openings so that leave trees will not receive scorching damage when the piles are burned.
- Slash piles shall not be greater than eight (8) feet wide or eight (8) feet high.
- Segment lengths shall be no more than 6' long.
- Burn piles will be constructed (tee pee style) with a height of 1.5 times higher than their radial width (at the pile base). However, pile height will not exceed 8 feet unless there are limited openings for piles to avoid residual scorch, due to the amount of material to be disposed and by approval of CDFW RPF.
- Heavier materials should be placed inward into the burn pile interior and each pile containing material protruding greater than 2 feet will be trimmed back and placed on pile.
- Burn piles will be constructed free of dirt and non-combustible material to ensure a clean safe burn.
- Piles will be located away from stumps and rotten logs, and sufficient

distance away from residual trees or other vegetation to reduce scorch.

Release - Other (NRCS Practice #314 – Brush Management):

- Mastication or mowing of downed woody debris and brush to not greater than a 6” height to reduce ground fuels.
- Masticate up to 50% of the brush within the unit.
Activities performed under this practice will be achieved in a manner in consideration of fire and fuel loading issues regardless of the timing of the treatment.
- Prior to arriving at the treatment site, all equipment and vehicles will be cleaned in order to reduce the introduction or spread of noxious weeds. Where tracked vehicles are used, turning in-place will be minimized to avoid unnecessary impacts to soils, non-target plants, or other resources.
- All work will be performed at times that meet the needs of resident and transient wildlife. Work will not occur during the migratory bird nesting season (March 15 – July 31), unless a nesting bird survey is completed within 3 weeks of starting treatment. Additional avoidance measures may be required if Threatened, Endangered, or Special Status species or their habitat is found on-site.
- Brush piles for Upland Wildlife (limit 1-2/acre in non-sensitive areas) (NRCS Practice #645)
- Space brush piles at least 200 feet apart.
- Construct base composed of 5-10 10-12’ logs 6-10” in diameter parallel to each other, 8-12” apart; place more poles of the same size perpendicular across the first set of poles. Pile limbs and brush on top until the brush pile is five feet high, starting with larger limbs and gradually adding smaller sized limbs.

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 CDFW land.

Sufficiency of Insurance: Before the final execution of this contract, the Contractor and any Subcontractors shall produce a standard Accord form Certificates of Insurance with Insurance Carriers acceptable to California Trout and California Department of Fish and Wildlife, 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, California Department of Fish and Wildlife, the State of California, its officers, agents, and employees all as additional insureds on the GL policy. The Contractor’s insurance shall include a waiver of subrogation in favor of California Trout, and California Department of Fish and Wildlife. 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:

- Workers Compensation and Employer's Liability. Contractor must maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000.00 are required. The waiver of subrogation endorsement is required when work is performed on State owned or controlled property. The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of the State.
- Commercial General Liability. A comprehensive form Commercial General Liability Insurance policy written on an occurrence basis, in form and substance reasonably acceptable to California Trout and California Department of Fish and Wildlife and including, without limitation, an endorsement naming California Trout and California Department of Fish and Wildlife the State of California, its officers, agents, and employees ("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. Contractor must maintain general liability on an occurrence form with limits not less than \$1,000,000.00 per occurrence for bodily injury and property damage liability combined with a \$2,000,000.00 annual policy aggregate. The policy must include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance must apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.
- Automobile Liability – The Contractor must maintain motor vehicle liability with limits not less than \$1,000,000.00 combined single limit per accident. Such insurance must cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.
- Pollution Liability – The Contractor must maintain pollution liability covering the Contractor's liability with limits not less than \$1,000,000.00 per incident, and annual aggregate amount of \$2,000,000.00 which may include Pesticide/Herbicide Applicator Coverage if applicable, or its equivalent.
- Commercial General Liability – 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 California Department of Fish and Wildlife, 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. Contractor must maintain general liability on an occurrence form with limits not less than \$1,000,000.00 per occurrence for bodily injury and property damage liability combined with a \$2,000,000.00 annual policy aggregate. The policy must include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance must apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

MSPA Card (Form WH510): This contract 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, California Trout, California Department of Fish and Wildlife 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.

Subcontracting

The Contractor will be responsible for all work performed under this agreement. When any subcontractor fails to execute a portion of the work in a manner satisfactory to the State, the Contractor must immediately remove such subcontractor upon written request of the State and the subcontractor must not be employed for any portion of the contract. The State will not entertain requests to arbitrate disputes among subcontracts concerning responsibility for performing any part of the work.

Any and all changes in sub contractual relationship during the term of this agreement must be submitted to the CalTrout Contract Manager in writing within 10 working days of said change.

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.

Inspections

Quality Control Plan: The Contractor shall conduct inspections on all units in accordance with Quality Control Plan (QCP) approved by CalTrout and CDFW. 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.

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 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.

Sampling

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 1/10 acre. 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.

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 they relate to the contract specifications. Acceptance levels will remain at the below levels regardless of the metric being inspected.

Acceptance Level

Tasks	Quality Standard	Acceptable Quality Level	Means of Measurement	Deductions And Incentives
Unit 1 0-100 buffer	100% of cut trees meet standards. 100% of slash/ activity material meet standards	95% of trees cut meet standards. 95% of slash/ activity material meet 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.
Unit 2 100-300 buffer	100% of trees cut meet standards. 100% of slash/ activity fuels meet standards 100% of piles meet standards	95% of trees cut meet standards. 95% of piles meet standards 100% of piles meet 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.

RFP Evaluation and Scoring

CalTrout will evaluate all eligible project applications based on the same scoring criteria described below. The maximum score is 100 points. 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 areas (meadows, waterways, and roads), and working in close proximity to recreation sites, along with coordination with local, state, 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 different categories (hand thinning, pruning, and slash disposal) 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.
- 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 hand crews and 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 both units within the contract. 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 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 for your company to perform this work over a two-year period 2023-2024. Include the cost of additional insured provisions.

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 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 two seasons starting 9/12/2023 and 6/15/2024 (or earlier if conditions permit).

Point Totals

Scoring Criteria	Points
Applicant Qualifications	10
Applicant completeness	5
Project Work Plan	30
Budget	30
Timeline for Project Completion	25
TOTAL	100

Qualifications and Requirements

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

Work Plan

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 Unit 1 and Unit 2 components of the project exclusive of mobilization and demobilization and insurance costs to contractor.

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

SubConsultants 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.

Submission of Proposals

Parties should submit their proposal by 5:00 PM (PST) August 7, 2023 by email to Allison Dodds (California Trout) at adodds@caltrout.org A contractor site visit will be offered to prospective bidders on or about June 30, 2023. 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

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 of the bidder and email address;
- Names, titles, and telephone numbers 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 By-Day Creek website page at <https://caltrout.org/projects/by-day-creek-forest-health-project>. 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.