



July 22<sup>nd</sup>, 2024

# REQUEST FOR STATEMENT OF QUALIFICATIONS FOR PROFESSIONAL FORESTRY SERVICES – REGISTERED PROFESSIONAL FORESTER TO THE COLUSA COUNTY RESOURCE CONSERVATION DISTRICT

The Colusa County Resource Conservation District, hereby referred to as "CCRCD", is soliciting proposals for qualified professional forestry services to provide the services described in this Request for Statements of Qualification (RFSQ). The selected contractor or firm will represent CCRCD when providing comprehensive professional forestry services, including but not limited to help provide oversight and guidance on treatment selection and management with CCRCD to ensure overall project goals are being met, developing future forestry and fuel management project designs and implementation plans, writing CEQA, and NEPA documents, conducting archeological, botany, wildlife, geology, and hydrology surveys.

### REQUEST FOR STATEMENT OF QUALIFICATIONS DUE DATE

Submit your Response to this Request for Statement of Qualification (see Attachment 2: *Certification Application*) to the CCRCD's office in a sealed envelope or package clearly marked on the exterior with <u>Professional Forestry Services</u>, with the name and address of the contractor individual or firm to:

> Elizabeth Harper, Executive Director 100 Sunrise Blvd., Suite A-3, Colusa, CA 95932 Phone: 530-473-9346 Website: www.colusarcd.org

> > OR

Submit your Response to this Request for Statement of Qualification (see *Attachment 2*) to the CCRCD's Executive Director and Program Coordinator with Subject Regarding: <u>Professional</u> <u>Forestry Services</u>, with the name and address of the contractor to:

Email: <u>liz@colusarcd.org</u> AND eduardo@colusarcd.org





The CCRCD will determine which individuals or firms are qualified based on the evaluation criteria (see *Attachment 4: Evaluation Criteria*). Individuals or consultant companies, hereby referred to as "CONTRACTOR OR FIRM", deemed qualified will be notified in writing of upcoming solicitations. Those non-qualified will also be notified in writing with a brief explanation of why.

For current needs and services, this solicitation will close August 7<sup>th</sup>, 2024. For upcoming projects and needs, this solicitation will remain open.

### QUESTIONS

Questions and requests for clarification related to definition or interpretation of this RFSQ must be requested in writing by email (preferred), or mail.

| Submit all inquiries to: | Elizabeth Harper, Contracts Coordinator        |
|--------------------------|--|
|                          | 100 Sunrise Blvd., Suite A-3, Colusa, CA 95932 |
|                          | Phone: 530-458-5131 Ext. 117                   |
|                          | Website: www.colusarcd.org                     |
|                          | Email: liz@colusarcd.org                       |

## INSTRUCTIONS FOR STATEMENT OF QUALIFICATION FOR CONTRACTORS OR FIRMS FOREST HEALTH PROJECT IN COLUSA COUNTY

### 1. CURRENT NEEDS/SERVICES BACKGROUNG

The RCD is currently preparing solicitations in response to the receiving funding for the Forest Health Project, provided by the California Department of Forestry and Fire Protection as part of the California Climate Investments Program. The Forest Health Project is a restoration program implemented on privately owned lands with the Mendocino National Forest in Colusa County impacted by the Ranch Fire in 2018 formally known as "The Upper Little Stony Post Ranch Fire Restoration Project" followed by a second project, "The Goat Mountain Forest Infrastructure Improvements for Fire Resiliency Project". CCRCD will use the list of pre-qualified contractors or firms generated from this RFSQ to solicit for upcoming contracts over the next 2 years. Current needs include providing professional oversight and guidance on treatment selection and vegetation management with CCRCD to ensure overall project goals are being met, developing future forestry and fuel management project designs and implementation plans, and are in compliance with all federal, state, and local regulations.





These projects are part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment– particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov.

#### 2. PROJECT DESCRIPTION

In 2018 the Ranch Fire burned much of the Mendocino National Forest within Colusa County. Reforestation along with biomass removal, pest control and fuels management are the tasks at hand to restore the forest on private lands in Colusa County and coincide with projects within the Mendocino National Forest that aim to achieve watershed health and habitat restoration. The Forest Health Project is in the final year of treatments to restore a watershed after a wildfire. Consulting, planning, and implementation for this project can be conducted until the end of March 2025.

#### 3. PROJECT AREA

The project area is in the Mendocino National Forest within private inholdings and sections of Forest Service roads in Colusa County, just west of Ladoga. See *Attachment 1: Project Vicinity Map*, for project location.

#### 4. UPCOMING PROJECTS/NEEDS

Other project and needs include an array of technical services that include professional advice, resource, and documentation pertaining to compliance with the National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), which may include producing and reviewing reports for environmental evaluation including but not limited to CEQA documentations, NEPA documentations, and other strategies to meet the requirement of various federal laws including the Endangered Species Act and Historic Preservation Act.

#### 5. SCOPE OF SERVICES

#### A. Scope of Work

Scope of work may include but not limited to:





- CONTRACTOR OR FIRM will help provide oversight and guidance on treatment selection and management with CCRCD to ensure overall project goals are being met.
- CONTRACTOR OR FIRM will review and approve, in coordination with CCRCD specifications for treatment activities.
- Assist in providing LTO's and general contractors to complete post fire recovery, reforestation, pest management, and general vegetation management.
- Assist with facilitating nursery and cold storage options.
- CONTRACTOR OR FIRM will aid CCRCD in developing future forestry and fuel management project designs and implementation plans which includes but is not limited to:
  - Complete various types of surveys including but not limited to wildlife, botanical, archeological, hydrological, geological, etc.
  - Work with the CCRCD to strategically identify and/or layout (flag) for sensitive resources such as invasive plants, riparian buffers, meadows, stream courses, and noxious weeds.
- CONTRACTOR OR FIRM will ensure project compliance with all Federal, State, local regulations.

### 6. SUBMITTALS AND QUALIFICATIONS

CONTRACTOR OR FIRM will submit an original and two (2) copies of the RFSQ. The RFSQ shall be on the forms or in the format contained in *Attachment 2*, including all supporting documentation requested in *Attachment 2*.

- A. Minimum Qualifications that CONTRACTORS OR FIRMS must meet are:
  - i. Experience in fuel reduction and vegetation management planning and operations.
  - ii. Proof of general liability insurance (minimum coverage \$1 million).
  - iii. Proof of Registered Professional Forester License
- B. Qualifications will be judged on a pass/fail basis (see Attachment 4). The Statements of Qualifications for Professional Forestry Services, as submitted will be categorized as:
  - i. Acceptable. (qualified and responsive)
  - ii. Unacceptable. (fails to meet RFSQ requirements)
- C. The CCRCD reserves the right to request clarification and/or hold discussions requesting additional information or clarifications if necessary. Such clarifications or additional information shall be submitted as a modification to the Statement of Qualifications. The request of such clarification from one CONTRACTOR OR FIRM





does not obligate the CCRCD to seek similar clarification from any other contractor or firm.

D. Each Statement of Qualifications will be evaluated based on the information plus any other additional information received by the CCRCD. The CCRCD further reserves the right to require interviews. If deemed necessary, the interviews will be for the purpose of assisting the CCRCD in determining whether or not the CONTRACTOR OR FIRM meets the qualification criteria outlined herein.

### 7. DISCLAIMER

This RFSQ does not commit the CCRCD to place all applicants on the posted/pre-qualified list or to procure or contract for any services. The CCRCD reserves the right to accept or reject any or all Statements of Qualifications received as a result of this RFSQ, or to seek clarification with any qualified source if it is in the best interest of the CCRCD.

### 8. PROPRIETARY INFORMATION

All Statements of Qualifications become the property of the CCRCD.

### 9. REQUIRED CONTENTS OF THE STATEMENT OF QUALIFICATIONS

Each Statement of Qualifications shall include a completed Certification Application included as *Attachment 2*. In addition, responders must provide all the supplemental and additional information as described in the application and must adhere to the format in *Attachment 2*. Statements of Qualifications should be concise and shall not include promotional material.

#### A. INSTRUCTIONS FOR EXPERIENCE CERTIFICATION APPLICATION (ATTACHMENT 2)

- i. General:
  - 1. Responses to this RFSQ should be submitted on the forms included as *Attachment 2* hereto and/or provided as a separate submittal where indicated below.
- ii. Experience:
  - CONTRACTOR OR FIRM must provide a brief explanation of three (3) previous work experience, with corresponding professional references, working on landscape scale projects, reforestation, and/or administering logging and/or biomass projects.
  - A successful CONTRACTOR OR FIRM shall possess a valid RPF License or have a person on staff that possesses the license. A CONTRACTOR OR FIRM should be able to demonstrate successful completion of a variety of forest treatments, including reforestation, herbicide application, and or biomass utilization.





- 3. The CONTRACTOR OR FIRM shall have extensive expertise with the Forest Practice Rules and have dealt with various agencies such as CAL FIRE, USFS, USFWS, CDFW, etc.
- iii. References
  - The CCRCD must receive three favorable references on which the CONTRACTOR OR FIRM has provided service in the past as provided in response to the Experience section of this RFSQ. The CONTRACTOR OR FIRM is responsible for providing current contact names, and telephone numbers, as a part of its statement of qualifications. The CCRCD will make no more than two attempts to contact any reference. The inability to contact a reference will be treated as an unfavorable reference for evaluation purposes.
  - 2. The CONTRACTOR OR FIRM will be disqualified if it receives a majority of unfavorable responses from such sources. An unfavorable response is any response where the respondent states either that the service which it received was substandard and/or that they would not engage the company to perform Site Preparation/Fuel Reduction services again in the future.

### B. RESUMES OF OWNERS/OFFICERS/BUSINESS MANAGERS

Any CONTRACTOR OR FIRM responding to this RFSQ must submit resumes of the owner(s), principal shareholders (owners of more than 15% of outstanding shares). These resumes must demonstrate experience within the industry, or in closely related industries, which demonstrate experience in contracts of similar size and scope of those anticipated for award by the CCRCD, and demonstrate the fiscal integrity needed to manage such projects.

### C. INSURANCE AND BONDING/FINANCE

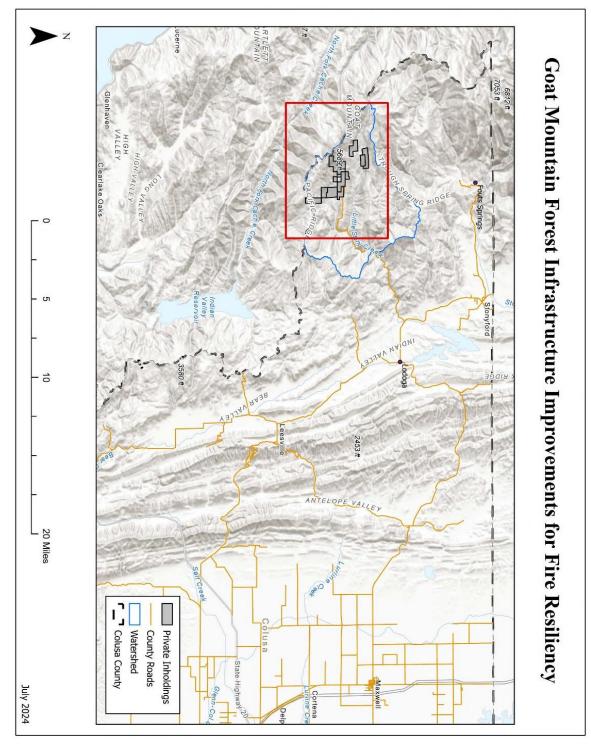
The Statement of Qualifications must contain written confirmation from a surety firm or broker/insurance agent acceptable to the CCRCD. The Certification Application must include a letter of commitment by a broker/insurance agent stating that they will insure your firm in accordance with the CCRCD's insurance requirements, in the amounts and form set forth in *Attachment 3: Insurance Requirements*.

Ability to finance initial costs. Initial costs are defined as those costs incurred during the first 60 days of the contract. This will include all start-up costs.





ATTACHMENT 1 – PROJECT VICINITY MAP







### ATTACHMENT 2 – CERTIFICATION APPLICATION

*INSTRUCTIONS:* Please complete each item accurately. Type or print clearly. Do not leave any spaces blank on the application. If a question is not applicable to your business, insert "N/A' in the space provided. Whenever the space is insufficient to answer a question completely, attach additional sheets as necessary. Use the question number to identify any answer continued on an additional sheet. This form must be submitted with your SOQ package.

#### BACKGROUND

- 1. Company name (DBA): \_\_\_\_\_
- 2. Company address:

3. How long has company done business at this address?

4. Business addresses during the past five years:

5. Owner(s):

6. Number of employees:





7. Number of employees in Colusa County:

8. Name of Registered Professional Foresters, RPF, (if not yourself):

9. RPF relationship to your company (if applicable):

10. Identify proposed subcontractors/partners/etc. that may be used to meet requirements of this solicitation (more than one may be listed). Attach a separate sheet(s) if necessary.

11. Please provide detailed information on a minimum of three (3) landscape scale projects, reforestation, and/or biomass utilization projects completed within the past five (5) years.

| PROJECT 1                  |
|----------------------------|
| Project Name:              |
| Project Location:          |
| Project Dates:             |
| Project Size (acres):      |
| Total Value of Project: \$ |
| Client:                    |
| Client Address:            |





| Phone/Email:                      |
|-----------------------------------|
| Scope of Services/Work Performed: |
|                                   |
|                                   |
|                                   |
| ROJECT 2                          |
| Project Name:                     |
| Project Location:                 |
| Project Dates:                    |
| Project Size (acres):             |
| Total Value of Project: \$        |
| Client:                           |
| Client Address:                   |
| Phone/Email:                      |
| Scope of Services/Work Performed: |
|                                   |
|                                   |
| ROJECT 3                          |
| Project Name:                     |
| Project Location:                 |





| Project Dates:  |
|---|
| Project Size (acres):   |
| Total Value of Project: \$  |
| Client:   |
| Client Address:   |
| Phone/Email:  |
| Scope of Services/Work Performed:   |
|   |
| 12. CONTRACTOR OR FIRM and subcontractors have experience with Vegetation Management projects?    |
| Yes No  |
| 13. CONTRACTOR OR FIRM and subcontractors have experience with the Forest Practice Act?<br>Yes No |

#### REFERENCES

14. Please provide three references for which the CONTRACTOR OR FIRM has provided service of similar scope in the past three years.

#### **REFERENCE 1**

| me:    |  |
|--------|--|
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| mpany: |  |





| Address:      |
|---------------|
| Phone:        |
| Relationship: |
| REFERENCE 2   |
| Name:         |
| Title:        |
| E-mail:       |
| Company:      |
| Address:      |
| Phone:        |
| Relationship: |
| REFERENCE 3   |
| Name:         |
| Title:        |
| E-mail:       |
| Company:      |
| Address:      |
| Phone:        |
| Relationship: |





#### 15. Has CONTRACTOR OR FIRM been awarded government contracts within the last

three years? Yes No

If so, give a brief description. Include level of government (e.g. Federal, State, County, etc.) and contract date(s).

#### **COMPLIANCE WITH LAWS/ REGUATIONS**

16. In the last five years has CONTRACTOR OR FIRM, its owner(s), officer(s), director(s), manager(s), RPF(s), or employees been under investigation, had a complaint lodged against, or received a citation or notice of violation from any Federal, State or Local Agency?

Yes No

If yes, for each instance, please provide a detailed description of the investigation (i.e. date, nature, outcome, and whether a citation/violation was received).

#### SAFETY PROGRAM

17. Please describe CONTRACTOR OR FIRM's safety, training and record retention policies:





### **CERTIFICATES OR QUALIFICATIONS**

18. Identify certificates or qualifications held by CONTRACTOR OR FIRM, that are current and that would be used to complete the *Scope of Services*, specified in this RFSQ.

(End of Attachment 2)





#### ATTACHMENT 3 – INSURANCE INFORMATION FOR CONTRACTOR OR FIRM

Without limiting CONTRACTOR OR FIRM's indemnification obligations to CCRCD, CONTRACTOR OR FIRM's shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

#### 1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.

B. Automobile Liability covering all owned, non-owned, hired auto Insurance Services Office form CA0001.

C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.

#### 2. Minimum Limits of Insurance

CONTRACTOR OR FIRM shall maintain limits no less than:

A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.

C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease.

#### 3. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the CCRCD. At the option of the CCRCD, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CCRCD, agents, employees and volunteers of the CCRCD; or the CONTRACTOR OR FIRM shall provide a financial guarantee satisfactory to the CCRCD guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

#### 4. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:





A. Additional Insured Endorsement Any general liability policy provided by CONTRACTOR OR FIRM shall contain an additional insured endorsement applying coverage to the CCRCD and its officers, agents, employees and volunteers of the CCRCD, individually and collectively.

B. Primary Insurance Endorsement For any claims related to this Contract, the CONTRACTOR OR FIRM's insurance coverage shall be primary insurance as respects the CCRCD and its officers, agents, employees and volunteers of the CCRCD, individually and collectively. Any insurance or self-insurance maintained by the CCRCD, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR OR FIRM's insurance and shall not contribute with it. C. Notice of Cancellation Each required insurance policy shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County at the address shown in section of Contract entitled "Notices".

#### 5. Severability of Interest Clause

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

### **GENERAL PROVISIONS**

#### 6. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance.

### 7. Evidence of Insurance

Prior to commencement of any contract, CONTRACTOR OR FIRM shall furnish the CCRCD with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Thereafter, copies of renewal policies, certificate and amendatory endorsements shall be furnished to CCRCD within thirty days of the expiration of the term of any required policy. CONTRACTOR OR FIRM shall permit CCRCD at all reasonable times to inspect any policies of insurance which the CONTRACTOR OR FIRM has not delivered to CCRCD.

#### 8. Failure to Obtain or Maintain Insurance; CCRCD's Remedies

CONTRACTOR OR FIRM's failure to provide insurance specified or failure to furnish certificates of insurance, amendatory endorsements and certified copies of polices, or failure to make premium payments required by such insurance, shall constitute a material breach of the





Contract, and CCRCD may, at its option, terminate the Contract for any such default by CONTRACTOR OR FIRM.

### 9. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR OR FIRM, and any approval of said insurance by the CCRCD are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR OR FIRM pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

### 10. Review of Coverage

CCRCD retains the right at any time to review the coverage, form and amount of insurance required herein and may require CONTRACTOR OR FIRM to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

### 11. Self-Insurance

CONTRACTOR OR FIRM may, with the prior written consent of CCRCD, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. CONTRACTOR OR FIRM shall only be permitted to utilize such self-insurance if in the opinion of the CCRCD, CONTRACTOR OR FIRM's (i) net worth, and (ii) reserves for payment of claims of liability against CONTRACTOR OR FIRM, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. CONTRACTOR OR FIRM's utilization of selfinsurance shall not in any way limit liabilities assumed by CONTRACTOR OR FIRM under the Contract.

### 12. Subcontractors' Insurance

CONTRACTOR OR FIRM shall require that any and all Subcontractors hired by CONTRACTOR OR FIRM are insured in accordance with this Contract. If any Subcontractors coverage does not comply with the foregoing provisions, CONTRACTOR OR FIRM shall defend and indemnify the CCRCD from any damage, loss, cost or expense, including attorney fees, incurred by CCRCD as a result of Subcontractors failure to maintain required coverage.





#### **13.** Waiver of Subrogation

CONTRACTOR OR FIRM and CCRCD release each other, and their respective authorized representatives, from any Claims (as defined in the Article entitled "*Indemnity*" of the Contract), but only to the extent that the proceeds received from any policy of insurance carried by CCRCD or CONTRACTOR OR FIRM, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of insurance provided by CONTRACTOR OR FIRM hereunder shall be a standard waiver of rights of Subrogation against CCRCD by the insurance company issuing said policy or policies.

(End of Attachment 3)





#### **ATTACHMENT 4 – EVALUATION CRITERIA**

| EVALUATION CRITERIA   | PASS   | FAIL  |
|---|--|---|
| EXPERIENCE  | SOQ demonstrates experience<br>of projects similar in scope of<br>work within the last five (5)<br>years.  | SOQ fails to demonstrate<br>adequate experience providing<br>similar size and scope of work.<br>Experience was more than five<br>(5) years ago. Experience is not<br>of similar scope.  |
| REFERENCES  | SOQ provides acceptable<br>favorable references from a<br>minimum of three clients for<br>whom contractor has provided<br>similar work within the last five<br>(5) years.  | Acceptable favorable<br>references not provided in SOQ<br>or cannot be verified from the<br>information submitted.  |
| COMPLIANCE WITH FEDERAL,<br>STATE AND LOCAL LAWS,<br>CODES AND ORDINANCES<br>Any violations or citations<br>need to be related to forest<br>activities. | CONTRACTOR OR FIRM: SOQ<br>indicates no complaints,<br>citations, or notice of violations<br>for any Federal, State and Local<br>laws, codes and ordinances in<br>the past five (5) years.<br>SUBCONTRACTOR(S): SOQ<br>indicates no complaints,<br>citations, or notice of violations<br>for any Federal, State and Local<br>laws, codes and ordinances in<br>the past five (5) years. | CONTRACTOR OR FIRM<br>received one or more<br>complaints, citations, or<br>notice of violations within the<br>past five years and reasonable<br>explanation not provided.<br>CONTRACTOR OR FIRM shows<br>pattern of consistent<br>complaints, citations, or<br>violations within the past five<br>(5) years.<br>Subcontractor(s) received one<br>or more complaints, citations,<br>or notice of violations within<br>the past five (5) years and<br>reasonable explanation not<br>provided. Subcontractor(s)<br>shows pattern of consistent |
| SAFETY POLICIES AND<br>TRAINING REQUIREMENTS  | No OSHA or Cal OSHA<br>complaints, citations or<br>violations in the past five (5)<br>years. Employees provided<br>general safety training. Above  | complaints, citations, or<br>violations within the past five<br>(5) years.<br>OSHA or Cal OSHA complaints,<br>citations or violations were<br>received in the past five (5)<br>years and explanation not<br>provided. CONTRACTOR OR<br>FIRM or  |



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|                                   | records are available for County review. | maintain safety training records<br>or general employee safety<br>training records. Records are |
|-----------------------------------|--|---|
|                                   |  | not available for CCRCD review.   |
| Equipment                         | SOQ lists sufficient equipment           | SOQ does not provide  |
| and                               | inventory and labor force to             | certificates or qualifications, or  |
| Labor Force                       | meet requirements to perform             | labor force is deemed   |
|                                   | the work specified.                      | insufficient to perform the   |
|                                   |  | work specified.   |
| Insurance + Workers               | Provided as identified in                | Did not provide as identified in  |
| <b>Compensation and Liability</b> | Section 9-C of the Instructions          | 9-C of the Instructions to  |
| Insurance Certificates            | to Bidders and Attachment 3.             | Bidders and Attachment 3.   |