

Request for Proposals
Graveyard Project
Yuba River Ranger District – Tahoe National Forest, California

Background and Statement of Work: The National Forest Foundation (NFF) and the USDA Forest Service (Forest Service) are working together to protect and restore the Tahoe National Forest through targeted efforts in the NFF's Tahoe Headwaters Treasured Landscape site. In 2024, the NFF and the Yuba River Ranger District (YRRD) of the Tahoe National Forest are collaborating on the 2,032-acre Graveyard Project. The Graveyard Project is a fuel reduction and commercial thinning project designed to reduce wildfire risk by thinning over-stocked forests around the rural communities along the North Yuba River corridor, improve forest health and resilience, and generate enhanced stream flow.

The awarded Contractor will complete 2,032 acres of thinning and removal of merchantable conifers in accordance with relevant specifications identified in Appendix F including up to 15.39 miles of road maintenance. Additional service work will include fuels reduction (hand and/or machine cut/ remove to landing, hand cut/ hand pile, hand and/or machine cut/ mechanical pile) on up to 978 acres, biomass processing and transportation, and road reconstruction in accordance with specifications identified in Appendix E. Securing County Road encroachment permits for maintenance, reconstruction, hauling, or other operations within the Graveyard Project is the responsibility of the awarded contractor. Optional items advertised are mortality tree removal and borate stump treatments. Upon contract award, pending Forest Service adjustment to NEPA, these items may be included within final contract. Specifications for optional items are identified in Appendix E.

This project uses advanced technologies provided to the awarded bidder for treatment and accomplishment tracking. All provided equipment will be returned to EarthForce Technologies at project completion. Utilizing advanced technologies as identified in Appendix I will be a mandatory component of the forthcoming contract.

Information Requested

If interested in submitting a bid for this project, please provide a proposal for the above statement of work by providing:

- Technical approach
- Work experience
- Cost
- Capacity for this project
- Experience in similar projects

Specific requirements are detailed below.

I. PROJECT OVERVIEW AND REQUIREMENTS

General Specifications

- (a) Description of Work – This Request for Proposals is for conifer removal operations and additional project related service work. The specific work activities are identified in the Schedule of Items table in Appendix E. Additional information, requirements, and specifications for each item are provided in the attached appendices. Please see Appendix F for specific operating considerations within each conifer removal unit.
1. Commercial thinning removal of conifers from 10 inches to 29.9 inches in diameter at breast height (dbh) on up to 2,032.03 acres in accordance with Appendix F and protection measures in Appendix D and E. Includes up to 15.39 miles of road maintenance in accordance with the Graveyard Road Package. Securing County Road encroachment permits is the responsibility of the awarded bidder.
 - a. Tractor units (up to 1559.86 acres). Ground based equipment will be used to meet treatment specifications in Appendix F and E.
 - b. Aerial units (up to 445.07 acres). Cable systems will be used to meet treatment specifications in Appendix F and E.
 - c. Contractor determination unit 44 (up to 7.2 acres). Contractor will propose treatment method to meet implementation specifications in Appendix F and E while adhering to all stated resource protection measures. Treatment may include ground based, ground based tethered, and cable systems. A mix of treatment types may be used within the same unit. Mechanized equipment will be allowed up to 30% slope in general, and up to 50% slope if tethered. *Please explain how you plan to treat these acres in your proposal.*
 - d. Contractor determination unit 136 (up to 19.9 acres). Contractor will propose treatment method to meet implementation specifications in Appendix F and E while adhering to all stated resource protection measures. Treatment may include ground based, ground based tethered, and cable systems. A mix of treatment types may be used within the same unit. Mechanized equipment will be allowed up to 30% slope in general, and up to 50% slope if tethered. *Please explain how you plan to treat these acres in your proposal.*
 2. Small tree thinning of conifers up to 10 inches in diameter at breast height (dbh) and surface fuels on up to 977.35 acres in accordance with specifications in Appendix E.
 - a. Hand cut and/or machine cut/ remove to landing (up to 611.65 acres).
 - b. Hand cut/hand pile (up to 219.13 acres).
 - c. Hand cut and/or machine cut/machine pile (up to 146.57 acres).
 3. Wood product processing and transportation of up to 239,907.6 Green Tons of saw timber, non-saw timber, and biomass in accordance with Appendix E. Material haul may be up to 6.5 hours round trip from the project footprint. The hauling facilities will be determined prior to contract execution. If hauling facilities are less than 6.5 hours round trip from project footprint, this will be indicated during contract negotiations. The hauling facilities may change throughout the lifetime of this contract.

- a. Saw timber processing and transportation of up to 164,365.5 GT.
 - b. Non-saw timber processing and transportation of up to 17,814.7 GT.
 - c. Biomass processing and transportation of up to 57,727.4 GT.
4. Road Reconstruction on up to 8.213 miles of road in accordance with the Graveyard Road Package. Securing County Road encroachment permits is the responsibility of the awarded bidder.

Optional Items:

5. Mortality Tree Treatment on up to 100 acres.
6. Borate stump treatments on up to 2,032.03 acres.

Permits: The contractor will be responsible for obtaining any necessary permits for access, hauling and other operation across county owned roadways. Encroachment permits will be needed. Contractors should reach out to Bryan Davey (530-289-3201 or publicworks@sierracounty.ca.gov) with any questions.

The full Scope of Work can be found in Appendix E – Schedule of Items and Specifications. The Contractor shall identify what they can supply in terms of materials, labor, equipment, supplies, supervision, quality control, and incidentals required to complete the work described. The Contractor shall perform all work in a safe and conscientious manner.

- (b) Project Location – The Graveyard Project is in the Yuba River Ranger District of the Tahoe National Forest in Sierra County. The project area extends east from the community of Camptonville up FS RD 293 and continues south from Graveyard Hill Summit to Pliocene Ridge. Appendix C includes a map of the project displaying the entire project area within which treatments may occur. The project area lies within the Yuba River Ranger District of the Tahoe National Forest T19N, R9E, sections 24, 26, 27, 28, 32, 33, 34, 36; T19N R10E, 18, 19, 30, 31; T18N, R10E, 16.
- (c) Work Schedule – Work will commence as early as June of 2024 and run year-round (weather permitting) until December 31, 2027. Anticipate delays each summer and fall for Project Activity Level (PAL) days where limited work is allowed due to fire restrictions. The PAL system may be replaced by the Industrial Fire Precaution Activity Level (IFPAL) system upon completion by the Forest Service. Snow cover and wet ground may prevent mechanical work during periods in the winter months (November – May). Operations shall follow the criteria outlined in the Outside Normal Operating Season Standards (ONOSS) document to determine if conditions are favorable for activities and to determine as to when conditions warrant suspension of operations. Although operation units fall outside of California Spotted Owl (CSO) and Northern Goshawk (NOGO) Protected Activity Centers, Limited Operational Periods may overlap into project area. Restrictions on some mechanical activities could occur from February 15th to September 15th. All work must be completed by December 31, 2027. The NFF and Successful Bidder will negotiate a schedule of operations upon award, with mandatory benchmarks to meet NFF’s desired goals for project progress. Examples of mandatory benchmarks and desired goals may include, but are not limited to:
 1. December 31, 2024: Operations initiated. Desire to have 400 acres of commercial thinning and fuel reduction treatments completed.
 2. December 31, 2025: 61,776 Green Tons of saw timber hauled to facility. 25,344 Green Tons of biomass hauled to facility.

3. December 31, 2026: 61,776 Green Tons of saw timber hauled to facility. 19,008 Green Tons of biomass hauled to facility.
4. December 31, 2027: Completion of all items contained in the Graveyard Project Scope of Work.

NOTE: Mandatory benchmarks are subject to adjustment by NFF based on purchase orders and agreements that NFF secures for each subsequential year.

Other Project Requirements and Specifications

- (a) Utilities – In many locations there will be no or limited sanitation, water, electrical or housing services available. The Contractor shall make its own arrangements for temporary facilities if needed.
- (b) Specifications – Project work shall be accomplished in accordance with the following:
 - APPENDIX A.1 – Flowdowns for 1593054
 - APPENDIX A.2 – Flowdowns for 1596044
 - APPENDIX A.3 – Flowdowns for 1596051
 - APPENDIX B – Omitted
 - APPENDIX C – Sale Area Map
 - APPENDIX E – Schedule of Items and Specifications (Service Work)
 - APPENDIX F – Timber Removal Specifications
 - APPENDIX G – Guidelines for Operations
 - APPENDIX H.1 – Fire Plan (Mechanical Thin)
 - APPENDIX H.2 -- Fire Plan (Hand Thin)
 - APPENDIX I – Advanced Technologies Requirement
 - APPENDIX J – Pesticide Application Daily Log
 - APPENDIX K – Harvest Cards
 - Graveyard Road Package, cruise data, and unit boundary shapefiles – Use this link to download the documents: <https://nff.files.com/f/8e50da61c8c35f34>

Insurance Requirements

Upon selection of the winning bid, the Contractor agrees that it has and shall maintain the following insurance coverage indicated below. The effective date of all coverage shall precede the start of any work. The Operator shall not be liable for any loss or damage to Earth Force Technologies equipment, regardless of cause, except in cases of gross negligence or willful misconduct on the part of the Operator.

- a. State minimum workers' compensation insurance coverage for its employees, if any.
- b. Broad form general liability, property damage, and automotive liability insurance in the minimum amount of \$1,000,000 for bodily injury, death, or damage to property of any person and \$2,000,000 for bodily injury, death, or damage to property of more than one person. The Contractor shall name NFF an Additional Named Insured and provide NFF with a certificate of insurance evidencing such coverages, prior to the initiation of the Scope of Services.
- c. Contractor shall provide professional errors and omissions liability insurance if its Scope of Services includes professional services. Professional services for purposes

of this section include, but are not limited to performing: architecture, engineering, landscape architecture, land surveying or planning, geological investigation, interior design/space planning, preparation and signing or stamping of drawings, maps, surveys or construction specifications, consulting, or design and development of computer software, programs or websites by the Contractor or by subcontractors on behalf of the Contractor. The minimum coverage limits required are \$1,000,000 for each claim and \$1,000,000 annual aggregate.

Payment/Performance Security

Contractor shall post cash, a letter of credit, bond, or other financial security that is easily convertible into cash in a form acceptable to the NFF, in its sole determination, to assure completion of the work required under any subsequent agreement and payment of all amounts lawfully due to all persons supplying or furnishing to the Contractor or Contractor's subcontractors with labor, laborers, materials, rental machinery, tools or equipment used or to perform the work. Contractor may incorporate required associated costs into mobilization costs or other approved expenses.

- a. Work that is classified as construction in accordance with the Miller Act or Little Miller Act or if required per conditions of the funding source, payment and performance bonding will be required in the full amount of any Agreement. For the purposes of this Request for Proposal, construction is defined as "any contract greater than \$100,000 for the construction, alteration, or repair of any public building or public work where the federal government is the owner", or
- b. If Contractor is not self-performing at least 85% of the total contract value or if the cost of materials is in excess of the larger of \$100,000 or 50% of the contract total, payment and performance bonding will be required in the full amount of the agreement, or
- c. If the value of the agreement is in excess of \$250,000, Contractor will be required to post financial security in a form acceptable to the NFF in the amount of 5% of the total agreement value up to \$250,000 in total financial security.

American Made Products. The work associated with this RFP is subject to Build America, Buy America Act. P.L. 117-58, Secs 70911-70917, and as such, domestic content procurement preference requires all iron and steel, manufactured products and construction materials used within the scope of this Agreement, be produced in the United States.

Federal Exclusion Verification

The selected Contractor will be required to affirm that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Prohibited Telecommunications Services and Equipment

The Contractor is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216.

II. REQUIRED COMPONENTS

Technical Proposal

Please provide a detailed technical approach to the work. Technical approach should include:

- I. Timeline/schedule of operations – detailed timetable for project operations, including proposed start date, completion date, and how key milestones will be met. Timeline can be represented as a Gantt Chart, narrative or other format that accurately depicts operational schedule.
- II. Harvesting plan - detailed description of proposed harvesting plan, including harvesting methods, equipment to be used, and any innovative approaches to minimize environmental impact and increase production. Include proposed treatment for Contractor Determination Units 44 and 136.
- III. Environmental considerations - outline approach to environmental protection and mitigation measures, such as erosion control, protection of sensitive habitats/resources, and adherence to applicable regulations like the Endangered Species Act.
- IV. Road reconstruction and maintenance - information on the reconstruction and maintenance of access roads necessary for timber and biomass extraction. This should cover road design, maintenance schedules, erosion control measures, and necessary permits.

Contractor Qualifications

- I. Past Experience – Please provide a brief explanation of previous work experience with land management agencies. Include any experience pertaining to federal timber sales and steep slope thinning operations.
- II. References – Please provide three professional references that can speak to past performance.

Pricing Schedule

Contractor shall price work according to the schedule below. Prevailing wages are required for a portion of the work per conditions of funding sources and indicated below. The selected vendor is responsible for determining the correct wage classifications and prevailing wage for each category.

For the Graveyard Project in the state of California, federal prevailing wages **ARE NOT** applicable to the following tasks:

Graveyard Project – Service Work Items					
Item #	Description	Unit of Measure	Quantity	Unit Cost (\$)	Extended Cost (\$)
01	Commercial Thinning (includes 15.39 miles of road maintenance)	Acre	2,032.03		
a.	Tractor	Acre	1559.86		
b.	Aerial	Acre	445.07		
c.	Contractor Determination - Unit 44	Acre	7.2		
d.	Contractor Determination - Unit 136	Acre	19.9		
02	Small Tree Thinning	Acre	977.35		
a.	Hand Cut and/or Machine Cut/Remove to Landing	Acre	611.65		
b.	Hand Cut/Hand Pile	Acre	219.13		
c.	Hand Cut and/or Machine Cut/Machine Pile	Acre	146.57		
03	Wood Product Processing and Transportation	GT	239,907.6		
a.	Saw Timber	GT	164,365.5		
b.	Non-saw Timber	GT	17,814.7		
c.	Biomass (tops/limbs/slash/small tree)	GT	57,727.4		
				Subtotal	

Optional Service Work Items					
05	Mortality Tree Treatment	Acre	100		
06	Borate Stump Treatment	Acre	2,032.03		
				Subtotal	

For the Graveyard Project in the state of California, federal prevailing wages **ARE** applicable to the following tasks:

Item 4 – Road Reconstruction				
Item #	Description	Unit of Measure	Quantity	
04	Road Reconstruction	Mile	8.213	
	Road Segment		Approximate Distance (Miles)	Segment Price (\$)
	64-01		0.13	
	180-05		0.353	

180-05-1	0.77	
180-06	1.00	
180-09	0.45	
293-04 SEG I	1.49	
293-04 SEG II	0.75	
293-04-8	0.2	
293-10	1.01	
293-14 SEG I	0.45	
293-14 SEG II	0.6	
293-19	0.93	
293-20-1	0.08	
TOTAL	8.213	

Total Bid

Service Work Items	
Optional Service Work Items	
Item 4 – Road Reconstruction	
<i>Grand Total</i>	

For additional information, please review the Graveyard Road Package provided at the file link. Any costs associated with road maintenance should be included in commercial thinning item 1.

III. SUBMISSION, EVALUATION, AND CONTACTS

Contractor Selection Process

This is a request for proposals only and bids furnished are not offers from the National Forest Foundation. This request does not commit the National Forest Foundation to pay any costs incurred in the preparation or submission of the proposal or to contract for supplies or services.

The NFF will use the Evaluation Factors below to review each submitted bid. Based on the outcomes of that selection process, the NFF will notify successful and unsuccessful bidders within 10 business days of bid closing date and will prepare a separate contract document.

Evaluation Factors and Relative Importance

The following criteria will be used in the evaluation of submitted proposals, ordered from highest weighting (level 3) to lowest weighting (level 1).

Level 3 Criteria

- Price / cost
- Equipment and contractor capability
- Timing of when contractor can begin and/or finish the project
- Past performance, references, and USFS feedback

Level 2 Criteria

- Technical proposal / proposed approach to project
- Overall strategic benefits to meeting NFF goals and grant needs, requirements, and timelines

Level 1 Criteria

- Relationship and benefits to local community

Point of Contact

Please submit any questions about the project in writing to the Point of Contact.

Heidi Goodrich
National Forest Foundation California Program Coordinator Lake Tahoe – Yuba Area
hgoodrich@nationalforests.org

Responses will be shared with known interested parties by email or otherwise posted at <https://www.nationalforests.org/rfp>.

Bid Submission

Submit bids via email to hgoodrich@nationalforests.org by June 3, 2024.

Project Tour

NFF and USFS will host a project tour to help interested contractors better understand the project and field any questions. This tour is scheduled to be conducted on May 13, 2024. Bidders will be notified of a change to this date should it occur. Plan to meet at the Yuba River Ranger District office (15924 CA-49, Camptonville, CA 95922) at 10am. Please send an email to hgoodrich@nationalforests.org before May 10, 2024 if you would like to participate in the tour. Though not required, attending the tour is strongly recommended if you plan to submit a proposal.

Equal Opportunity Provider

In accordance with Federal law and U.S. Department of Agriculture policy, the National Forest Foundation is prohibited from discriminating on the basis of race, color, national origin, sex, age, religion, political beliefs, or disability.

Appendix A.1

NFF Funding Code: 1593054

NFF Funding Name: SA SPA North Yuba Forest Partnership

Funder Agreement ID: 21-SA-11051700-045

Flowdown Provisions

U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA.

Award Recipient or Contractor shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

COPYRIGHTING.

Award Recipient or Contractor is granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement. No original text or graphics produced and submitted by the U.S. Forest Service must be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Federal Government purposes. This right must be transferred to any sub-agreements or subcontracts.

This provision includes:

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- Any right of copyright to which Award Recipient or Contractor purchase(s) ownership with any Federal contributions.

Appendix A.2

NFF Funding Code: 1596044

NFF Funding Name: SA SPA North Yuba Landscape

Funder Agreement ID: 22-SA-11051700-022

Flowdown Provisions

BUILD AMERICA, BUY AMERICA (OMB Memo M-22-11).

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States this means all manufacturing processes for the construction material occurred in the United States. This excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

The Buy America preference only applies to articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding brought to the construction site and removed at or before completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, or portable computer equipment used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

(a) When the U.S. Forest Service determines that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference is inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The U.S. Forest Service will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver.

Definitions

“Construction materials” include an article, material or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that is or consists primarily of: non-ferrous metals;

- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

DAVIS BACON WAGES FOR CONSTRUCTION.

Following the requirement in Section 41101 of the Bipartisan Infrastructure Law, P.L. 117-58, Davis-Bacon wage rates must be applied for all laborers and mechanics employed by contractors or subcontractors in the performance of construction, alteration, or repair work on a project assisted in whole or in part by funding made available under this Act. Laborers and mechanics shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly referred to as the “Davis-Bacon Act”).

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Appendix A.3

NFF Funding Code: 1596051

NFF Funding Name: SA SPA North Yuba Landscape Resilience Project (Inflation Reduction Act Funds)

Funder Agreement ID: 20-SA-11051700-020

Flowdown Provisions

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