Request for Proposals
Baldwin and Kiva Beach Resource Protection Fencing Project
Lake Tahoe Basin Management Unit, CA

Background and Statement of Work: The National Forest Foundation (NFF) and the USDA Forest Service are working together to protect and restore the Lake Tahoe Basin Management Unit (LTBMU) through targeted efforts and a shared vision to enhance the lands around Lake Tahoe. The NFF and LTBMU are collaborating on a number of projects, including the Baldwin and Kiva Beach Wetland Resource Protection Fencing Project located in South Lake Tahoe, CA. The project entails installing two sections of split rail cedar fence totaling 630 linear feet. Approximately 480 feet of fencing will be installed between the Baldwin Beach parking lot and the adjacent wetland habitat. An additional 150 feet of fence will be added to the existing split rail cedar fence at Kiva Beach. The fencing will act as a passive barrier for the general public, while not inhibiting wildlife movement between these areas.

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/ anticipated time of initiation and completion of 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 restoration services related to the construction and installation of split rail cedar fencing. Additional information, requirements, and specifications are provided in the attached appendices.

1. 630 linear feet of split rail cedar fencing. All project activities will adhere to Appendix B. Project Specifications and will be informed by Appendix A. Map.
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 Project will be conducted in two locations. The first, Baldwin Beach, lies approximately 4.5 miles west of the intersection of Highway 50 and Highway 89, in South Lake Tahoe, CA. The second location, Kiva Beach, is approximately 0.5 miles east of Baldwin Beach, at the outlet of Taylor Creek. The Project is located on the Lake Tahoe Basin Management Unit. The project is located in El Dorado County, California.

(c) **Work Schedule** – Work may be conducted between October 1, 2023, and December 31, 2023, or March 1, 2024, and May 15, 2024, as weather permits. The Project must be completed no later than May 31, 2024.

**Other Project Requirements and Specifications**

(a) **Utilities** – In many locations there will be no or limited sanitation, water, electrical, cell service, 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 – Project Map
   - Appendix B – Project Specifications

**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.

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.
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.

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 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.
I. REQUIRED COMPONENTS

Technical Proposal
Please provide a detailed technical approach to the work.

Contractor Qualifications
I. Past Experience – Please provide a brief explanation of previous work experience with land management agencies.
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 per conditions of funding sources.

<table>
<thead>
<tr>
<th>Task/Item</th>
<th>Units</th>
<th>Unit Cost</th>
<th>Extended Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Construction Materials</td>
<td>Lump Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) Fencing Installation (Labor)</td>
<td>Per Foot</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 from the closing of the bid window 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
- Benefits to the local community
- Relationship to local community

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

Mila Bock
National Forest Foundation, California Program Coordinator- Tahoe Area
530.341.6082
mbock@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 mbock@nationalforests.org by September 25, 2023.

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. Project Map
Baldwin and Kiva Beach
Resource Protection Fencing Project

Project Vicinity - East of South Lake Tahoe, California, and West of Emerald Bay. Both sites are located on US Forest Service managed lands. Baldwin Beach is outlined in blue, Kiva Beach is outlined in yellow.

Legend
- New Fence - 630 Feet
- Existing Resource Protection Fencing

Project Summary:
Build two sections of split rail cedar fence. One section shall be approximately 480 feet and located near the parking lot at Baldwin Beach. The other section will add approximately 150 feet to the existing fence at Kiva Beach.

Please Note: Exact fence line locations will be flagged on the ground.
APPENDIX B
SCHEDULE OF ITEMS
AND
SPECIFICATIONS

SCHEDULE OF ITEMS

<table>
<thead>
<tr>
<th>Work Item</th>
<th>Linear Length</th>
<th>Fencing Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baldwin and Kiva Beach Wetland Resource Protection Fencing</td>
<td>Section 1 (Baldwin): 480 feet</td>
<td>Split Rail Cedar ~ 6” x 6”</td>
</tr>
<tr>
<td></td>
<td>Section 2 (Kiva): 150 feet</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total: 630 feet</td>
<td></td>
</tr>
</tbody>
</table>

**Item 1: Baldwin Beach Wetland Resource Protection Fencing**

Contractor shall install two sections of 3’ tall, 6” x 6” split rail cedar fencing; one section will be between the Baldwin Beach Parking Lot and the adjacent wetland habitat, and the other will be a continuation of an existing fence at Kiva beach. Both project sites are located on National Forest Systems lands outside of South Lake Tahoe, CA. Fence is to be built with alternating 2 & 3 rails, beginning with 3 rails and alternating every other bay. Top and bottom rails (3 rail sections) to be bolted through posts (see Figure 1) and built similar to existing 2 and 3-rail cedar fence located near at Kiva Beach, as shown in Figure 2. Cedar posts will be installed at minimum of two feet in depth utilizing aggregate such as gravel to anchor posts and reduce rot. Minimal concrete may be utilized when identified and approved by USFS or NFF representatives. Fencing shall allow unimpeded wildlife movement. Fence shall be constructed to be robust, with a general lifespan of twenty-five years and capable to withstand heavy winter snow.

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**Figure 1.** Diagram of alternating three and two rail fence.

**Figure 2.** Example split rail cedar fencing along Kiva Beach.
Management Specifications

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 NFF.

Accessibility:

Project sites are accessible with a 2-wheel drive vehicle. NFF assumes no liability to perform special road maintenance to keep roads open to the project area.

Contractor-Furnished Equipment:

Equipment shall be furnished on a fully operational basis, of modern design, and in good operating condition, with a competent, fully qualified operator. The Contractor shall furnish all fuel, lubricants, and personnel necessary for the operation of the equipment. All repairs, service and replacements are the responsibility of the Contractor and shall be at the Contractor's expense. If, during the contract period, the equipment requires repairs before operations can continue, it shall be the responsibility of the Contractor to complete such repairs.

Public Safety

The contractor shall provide for public safety when operating equipment within 200 feet of open roadways and designated trails by posting cautionary signs warning of hazardous work ahead. **Warning signs (at least two, one for each direction) shall be posted on roads and trails to Kiva Beach and around Baldwin parking lot. Signs shall be posted whenever working to alert the general public of the safety hazards associated with operations. Any trails in the project area must also be signed. Signs shall include phrases similar to “Caution, construction stay back 200 feet” and be no less than 2 feet X 2 feet in size. Lettering shall be at least 5 inches in height.**

Project Boundary Description:

The wetland resource protection fencing location will be identified on-the-ground with flagging. The project map is intended to show the general shape and location of the fence line. The map (Appendix A) is not intended to be accurate as to precise location and dimension. If the map and field boundaries conflict, the field boundaries shall govern. Positions of streams and topographic features, when shown, also may be approximate.

Applicable Management Requirements

1. All equipment and vehicles used for project implementation must be free of invasive plant material before moving into the project area. Equipment will be considered clean when visual inspection does not reveal soil, seeds, plant material or other such debris.
Cleaning shall occur at a vehicle washing station or steam-cleaning facility before the equipment and vehicles enter the project area. Equipment used during emergency work or used exclusively on paved surfaces is exempt from the cleaning requirement. When working in known invasive plant infestations, equipment shall be cleaned before moving to other National Forest Service system lands.

2. **Survey monuments, recreation signage, and bearing trees** shall be protected and not damaged in any way.

3. **All specified roads and recreational trails** shall be left in the original condition existing prior to the commencement of work on this contract. Any water bars or recreation resources disturbed by the Contractor's operations shall be restored to the condition prior to damage at the Contractor's expense. **Work area shall be cleaned and organized at the end of each working day.**

4. In case of a HAZMAT spill, the material shall be immediately contained and NFF shall be immediately notified.

5. The NFF may exclude non-work areas such as: rocky areas, wildlife areas, and other special areas. The Contracting Officer’s Representative will designate non-work areas.

**Restrictions on Work:**

Work may be performed at any time during the period of the contract, except as outlined here. Restrictions are as follows:

1. When the Contracting Officer (or designated representative) determines that adverse weather has made access too dangerous or that continued vehicular travel will cause unacceptable damage to the project site.
2. When the Contracting Officer (or designated representative) determines that continued operation may be injurious to wetland resources.

**Inspection:**

One hundred percent of constructed fencing will be inspected to ensure finished product meets all expectation and specifications.

1. **Specific Inspection Procedures.** All fencing will be walked and visually inspected by NFF and USFS staff to determine:

   A. **Structural Integrity.** Fence will be robust and anchored by aggregate such as gravel at each post. Concrete may be utilized when identified and approved by USFS and NFF representatives. If fence line is not deemed robust, fencing will fail inspection.

   B. **Materials.** If fence does not meet specifications as outlined in Appendix B, the fence fails.
C. Fence shall meet specifications as outlined in Appendix B. If fence does not meet specifications as outlined in Appendix B, the fence fails.

Work will be accepted for payment on the basis of final inspection and passage of specification. USFS and NFF will inspect for compliance of specifications.

2. Acceptance. Work on this contract will be deemed acceptable when 98 percent or more of the fencing meets specifications. The fencing may be reworked ONCE and then re-inspected. This re-inspection will be the final result for payment for the work invoiced. The Contractor will be notified of inspection results that are not satisfactory as they are found.

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

The NFF project manager or USFS designated inspector will conduct all inspections. The Contractor (or designated representative) is encouraged to be present to observe inspections.

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

Final Inspections. Final (formal) inspections for payment will be made at project completion only. Contractor shall request final inspections in writing and give NFF at least four working days advanced notice. Inspections will be completed within five working days after the notice is received.

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

The same inspection procedures will be used, but new samples will be taken.

Re-inspection 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. Re-inspection 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 re-inspection at the time specified by the Contractor will not be re-inspected, and the results of the first inspection will be final.