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## Statement of Work and Request for Proposals

### Shaver West Fuel Break Maintenance and Expansion Project

### Registered Professional Forester and Project Administration Fresno County, California

**Background and Statement of Work:** The National Forest Foundation (NFF) is seeking the services of a Registered Professional Forester (RPF) for administration and oversight of the Shaver West Fuel Break Maintenance and Expansion Project ("Project"). The Project area consists of forested lands owned by numerous different private landowners and totals 405 acres. The primary goal of the Project is to reduce the risk of high severity wildfire in strategic locations to help protect Shaver Lake and adjacent communities in the aftermath of the Creek Fire. The Project will improve forest stand conditions, reduce dead and dying trees, and result in strategically located and reinforced fuel breaks to facilitate future restoration activities and continue to protect the area from wildfire risk.

The successful bidder will manage the Project from start to finish: obtaining the necessary environmental compliance, securing Right of Entry (ROE) agreements with applicable landowners, designing prescriptions, preparing the Project for implementation, and fulfilling the role of forester oversight during the implementation of the Project.

The scope of work will also include the implementation of fuels reduction treatments on 50 acres of the overall 405-acre Project. This item is a mandatory bid item. Implementation may be completed by the bidding organization or via a subcontract. This portion of the overall Project will be awarded at the discretion and desired time of the NFF (i.e., optional). Any acres not awarded to the successful bidder will be implemented by the NFF, though the successful bidder will still perform all other tasks for the Project (obtaining the necessary environmental compliance, securing Right of Entry (ROE) agreements with applicable landowners, designing prescriptions, preparing the Project for implementation, and fulfilling the role of forester oversight during the implementation of the Project).

### Information Requested

If interested in this project, please provide a bid for the above statement of work by providing approach, work experience, and cost. Please also include your capacity for this project and efficiency in forestry consultant and project administration efforts in the past, if any.

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

### General Specifications

- (a) Description of Work – This Request for Proposals is for forestry consultant services related to oversight and administration of the Shaver West Fuel Break Maintenance and Expansion Project, including the following:

1. The Contractor will function as inspection, quality control, and oversight for the implementation and administration of the Shaver West Fuel Break Maintenance and Expansion Project (“Project”).
2. The Contractor will obtain the necessary environmental compliance for each landowner and treatment, secure Right of Entry (ROE) agreements with applicable landowners, design prescriptions, prepare the Project for implementation, and fulfill the role of forester oversight during the implementation of the Project.
3. Before Project start, the Contractor will determine that all prerequisites to contract work are completed, attend pre-operations meeting(s), and identify when the implementation contractor will start operations. Throughout the Project, the Contractor will conduct necessary inspections of the implementation contractor’s equipment, ensure the implementation contractor adheres to the contract requirements, consult regularly with NFF staff on Project progress, and conduct inspections at the time of implementation contractor invoicing. At formal end of Project, the Contractor will ensure that all contractual obligations are met before making a final inspection.
4. At the discretion and desired time of the NFF, the Contractor will perform implementation of fuels reduction treatments, either themselves or via a subcontract, on 50 acres of the 405-acre Project.

The full Scope of Work can be found in APPENDIX 1 – Scope of Work.

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 is in Fresno County, California, near the towns of Auberry and Shaver Lake. It is located along the northwestern side of Highway 168, approximately from its intersection with Auberry Road to Shaver Lake, near the base of Mount Stevenson.
- (c) Work Schedule – Implementation may begin as soon as ground conditions allow and will be completed by December 31, 2025.

### Pricing Schedule

Contractor shall price work according to the schedule below. Contractor may edit or add new rows as necessary. Prevailing wages are required per conditions of funding sources.

Description	Unit	Unit Cost	Quantity	Total Cost
<b>Field Work</b>	Hour			
<b>Office Administration</b>	Hour			
<b>Fuels Reduction Treatment Implementation</b>	Acre		50	
<b>Total Bid</b>		-	-	

## **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 1 – Scope of Work
  - APPENDIX 2 – Project Map

## **Contractor Qualifications**

- (a) References – Please provide three references.
  
- (b) Past Experience – Please provide a brief explanation of previous work experience with land management agencies.
  
- (c) Requirements – A prospective bidder must meet the following requirements to be considered for the award:
  - i. Is a public government agency, fire protection district, 501(c)(3) nonprofit or fire safe council, or a similar entity.
  - ii. Has a qualified Registered Professional Forester on staff, or an ability to contract with a Registered Professional Forester, to oversee project operations.

## **Insurance Requirements**

Upon selection of the winning bid, chosen contractor will be asked to affirm that it has and shall maintain State minimum workers' compensation insurance coverage for its employees, if any. The selected contractor shall also maintain 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 documentation evidencing such coverages.

## **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.

## **Performance Security**

Chosen 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 in the amount of 5% of the amount due to contractor, not to exceed \$250,000 dollars, to assure completion of the work required under this 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. As work is completed in integrated

component parts, inspected, approved and, if applicable, conveyed to NFF, the Performance Security shall be released in a proportional amount, unless a lesser amount of release is necessary to maintain 5% Performance Security.

**Bid Submission**

Submit bids via email to [svaughan@nationalforests.org](mailto:svaughan@nationalforests.org) by 5 PM PST on January 24, 2023.

**Contractor Selection Process**

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 by January 31, 2023 and will prepare a separate contract document.

**Point of Contact**

For questions about the details of producing the bid, please contact:

Sara Vaughan  
National Forest Foundation, Southern Sierra Program Manager  
406.499.8047  
[svaughan@nationalforests.org](mailto:svaughan@nationalforests.org)

**Evaluation Factors and Relative Importance**

Level 3 Criteria

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

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

**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 1 – Statement of Work**

### **Description of Work:**

This agreement is for forest-health project development, oversight, and management services. Specifically, the Contractor will assist the NFF with approximately 405 acres of mechanical and manual forest health treatments. The Contractor will provide expert services for all operations and facets of a large and complex forest-health project, from start to finish. The Contractor will ensure all necessary environmental prerequisites are met and that all project documentation, preparation, and layout is completed. The contractor will coordinate with the necessary landowners prior to and during treatment activities. The Contractor will provide oversight and inspection services for the project. The Shaver West Fuel Break Maintenance and Expansion Project will require approximately 1,600 hours of work.

The primary goal of the project is to reduce the risk of high severity wildfire in strategic locations to help protect Shaver Lake and adjacent communities. Dead/dying material, Ponderosa pine, and mixed conifer stands will be thinned to the appropriate Basal Area (BA) based on relevant targets identified by the California Environmental Quality Act (CEQA) environmental guidelines and clearances. Fuels reduction will occur on a total of 405 acres, including: (1) completion of 300 acres of fuels reduction via maintenance on existing fuel breaks through the felling of new overstory mortality and fuels reduction treatments targeting large surface fuel and regrowth of understory brush and vegetation (ex. machine piling, mastication, etc.); and (2) completion of 105 acres of fuels reduction via fuel break expansion through a combination of timber harvesting, felling, mastication, machine piling, and hand crew work.

### **Before Treatment Start:**

1. The Contractor will perform outreach and coordinate with all landowners within the project area to determine desire to participate in the project. For landowners interested in participating in the Project, the Contractor will work with landowners to obtain a Right of Entry (ROE) Agreement. The ROE Agreement will be provided by the National Forest Foundation (NFF) and will be between the NFF and the Landowner.
2. The Contractor will develop all project information such as the planning decision document and all paperwork necessary for implementation of a vegetation management project. The Contractor determines that all prerequisites to contract work are completed, such as, but not limited to, environmental protection measures, mapping and spatial data, operating schedules, road maintenance/erosion control, logging plan preparations, treatment specifications, and best management practices/resource protection measures. The Contractor will ensure that all CEQA requirements and documentation are completed prior to operations and/or remain current during project implementation.
3. The Contractor will ensure that all units have been accurately delineated and boundaryed, that any necessary timber marking has been performed, and that all features of concern have been appropriately identified and flagged.
4. The Contractor will attend pre-operations meeting(s) and identify when the implementation contractor will start operations. The Contractor will review plans and schedules with implementation contractors to assure common understanding of conditions and responsibilities.

**At Treatment Start:**

1. As necessary, the Contractor will conduct an inspection of the implementation contractor's equipment to ensure that it is weed-free.
2. The Contractor will have a regular presence on-site during the first week of operations.
3. The Contractor will inspect any falling and skidding at project start to ensure specifications are met.

**Throughout Treatments:**

1. The Contractor will ensure the implementation contractor adheres to the requirements in the contract and planning decision documents.
2. The Contractor will coordinate with landowners during implementation on behalf of the NFF. The Contractor will alert landowners to implementation schedules and set expectations for the impacts of treatment (visual, noise, etc.).
3. The Contractor will document all findings for the project record in "Daily Journal" forms to be provided by NFF. They consult with NFF personnel regularly to report progress and any deficiencies. The Contractor will work with the implementation contractor to identify upcoming work that will be occurring over the next five business days. The Contractor will document this upcoming work plan in the "Upcoming Work Schedule" section of the "Daily Journal" form.
4. The Contractor will advise implementation contractor's field representatives of adequacy or inadequacy of operations and achieve compliance with contract terms, including safety and employment requirements. They take appropriate action to correct deficiencies and will advise NFF to implement a "Stop Work Order," if needed.
5. Contractor duties include but are not limited to administering the sale of timber. The Contractor will check that load tickets are accounted for and properly filled out, punched, and attached.
6. The Contractor is responsible for continuing field inspection and control of contractor's operations such as service work items, timber falling, skidding and yarding, decking, loading, hauling, and all log accountability requirements. They will determine if utilization, slash disposal, and road maintenance/erosion control are adequate. The Contractor will identify, inspect, and approve potential landing sites, skid trails, and mark add volume and hazard trees as necessary.
7. The Contractor is responsible for conducting formal field inspections at time of implementation contractor invoicing. The Contractor will ensure that all contractual obligations are met on a per-unit basis in coordination with NFF before payment is provided to implementation contractor.

**End of Treatments:**

1. The Contractor will pay special attention to landing clean up and ensure that all roads are left to specification. The Contractor will ensure project winterization procedures have been completed prior to the end of each field season. At formal end of project, the Contractor will ensure that all contractual obligations are met before making a final inspection. The Contractor will return any borrowed equipment (paint, flagging, etc.) at the end of each field season and upon project completion.
2. The Contractor will notify any applicable landowners of treatment completion.

**Fuels Reduction Treatment Implementation (OPTIONAL; AWARDED AT THE DISCRETION OF THE NFF)****Description of Work:**

At the discretion and desired timing of the NFF, the NFF may request the Contractor to administer the implementation of 50 acres of fuel break maintenance or fuel break expansion treatments. This may be performed by the Contractor, or through a sub-contract. If implementing via a sub-contract, the Contractor would perform procurement of a sub-contractor and coordinate related agreement activities on behalf of the NFF including invoicing, contract development/modifications, and similar activities for specific, designated locations within the project. None of the scope of work described below is included in this agreement unless awarded by the NFF. The scope of work described below is "in addition to" and does not replace or remove any of the responsibilities listed hereinbefore.

**Before Treatment Start:**

1. The Contractor may perform procurement of, and enter into an agreement with, a subcontractor(s) to conduct the implementation of vegetation management treatments on the Project. Any Procurement must be conducted in a fair and competitive manner and in accordance with the laws and regulations of the State of California.

**At Treatment Start:**

1. The Contractor will ensure that the appropriate mechanisms and procedures are in place for timely approval and payment of invoices from the subcontractor(s). The Contractor will review all agreement documentation and procedures with the subcontractor(s) prior to treatment initiation.

**Throughout Treatments:**

1. The Contractor will manage all subcontracts for all needed services and operations. Directly oversee and manage all contracts, agreements, contract/agreement modifications, accounting, and invoicing.



**End of Treatment:**

1. Once completion of all work contained in the contract(s) and/or agreement(s) has been completed and verified, close out agreement with subcontractor(s).

# Shaver West Fuel Break Maintenance and Expansion Project



## Treatment Type

-  Fuel Break Maintenance
-  Fuel Break Expansion

