

# REQUEST FOR QUALIFICATIONS

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Manual Fuels Treatment in the Pecwan Watershed

Date Released: Friday, November 8, 2024

Statement of Qualifications Due: Thursday, November 14, 2024

## PURPOSE

The Humboldt County Resource Conservation District (HCRCD) has prepared this Request for Qualifications ("RFQ") to identify a pool of experienced and qualified contractors ("Pool") to perform a range of fuel treatment services on Yurok Tribal lands located in the Pecwan Watershed. From Klamath Glen the site is approximately 30 miles (2 hours) from the Arrow Mills Gate (HWY 169). From Weitchpec - Martin's Ferry Bridge, the site is approximately 20 miles (1-3/4 hours). The proposed activities are part of a grant-funded program to support Tribal stewardship and facilitate future use of low-intensity fire to enhance forest health, reduce the risk of catastrophic wildfire, and promote culturally important species. The HCRCD expects to retain the services of qualified contractors within the Pool over a six-month period and to hire 1 – 3 crews for work immediately, weather dependent. This Request for Qualifications may periodically be reissued during this period. Selection for the Pool does not guarantee a professional services agreement.

## FUNDING DETAILS

Professional services agreements will be negotiated and executed over the life of the project, on an as-needed basis. Contractor selection for any given body of work will be based on a combination of associated qualifications and experience, availability when services are required, and cost control measures. Extended and/or expanded agreements may be possible. Funding for this project is provided by the California Department of Forestry and Fire Protection's Forest Health Grant Programs and other funding sources as determined by the HCRCD. **Please note that payments of the contractor's invoices are subject to the reimbursement schedule dictated by the funding source and may be delayed up to 90 – 120 days from HCRCD's receipt of contractor's invoice and submission of reimbursement request.**

## SCOPE OF SERVICES

Contractor will work in close coordination with the Yurok Tribe. Given the short work window, contractors will be encouraged to maximize daylight hours either commuting to the project site during non-daylight hours or setting up a spike camp. The types of services that may be required to complete this project include the following manual fuels treatments, including either lop and scatter manual thinning and building burn piles from the generated material. Work will continue throughout the winter, weather permitting, until March 31, 2025.

## DESIRED QUALIFICATIONS

The following is a list of the desired qualifications and experience for contractors responding to this RFQ:

- Experience with and ability to successfully complete the activities described in the Scope of Services above.
- Own or have access to the appropriate equipment (e.g., chainsaws, pole saws, etc).
- Experience with and ability to operate all necessary equipment safely, effectively, and efficiently.
- Ability to understand and comply with environmental compliance and other permitting

requirements.

- Experience with and ability to work respectfully and cooperatively with Yurok Tribal members.
- Experience with and ability to compile and submit to HCRCD photo documentation, reporting and invoicing.
- Knowledge of methods to reduce the spread of invasive species associated with fuels reduction activities.
- Knowledge and understanding of project budgeting and cost controls, particularly for grant funded projects.
- Ability and willingness to be flexible and responsive to evolving project needs.
- Possession of, or ability to secure and provide to HCRCD, the required insurance certificates (See Attachment A for the detailed list of insurance requirements).

## SUBMISSION REQUIREMENTS

**Please use Attachment B: Proposal Template to prepare the submission. Complete submissions shall be emailed to Jill Demers, Executive Director at [jill@hcrsd.org](mailto:jill@hcrsd.org). Hard copies will be accepted by appointment. Submissions must be received no later than 5pm, Thursday, November 14, 2024.**

Receipt of the submission will be acknowledged via email. No submittals will be accepted after this deadline. The following items may be submitted as a PDF file or hard copy containing all required content. Hard copy responses may be submitted by appointment only to either HCRCD's Eureka or McKinleyville offices:

1. Cover Page:
  - Contractor name and contact details
  - Statement describing availability (i.e., How long in advance does work need to be scheduled? Can you be available on short notice for batches of work as needed? Do you already know your windows of availability over the next two years? Are you more or less available during any given season?)
  - Confirmation that the required insurance detailed in Attachment A is in place or can be secured and certificates furnished to the HCRCD in a timely manner. Contractors should not purchase additional insurance intended to comply with these requirements until directed by the HCRCD as part of a final professional services agreement negotiation. HCRCD is not responsible for any contractor decisions to obtain additional insurance in anticipation of a potential contract under this RFQ.
2. Statement of Qualifications for **one or more** of the services described in the Scope of Services section:
  - Submit a separate "Statement of Qualifications" form provided in Attachment B for **EACH** of the service types offered.
  - Qualifications for each service type offered, including licenses applicable to the service and examples of completed projects.
  - Detailed descriptions and cost estimates for each service type offered, including:
    - General approach to providing the service (crew type and number of workers, equipment used, specific methods employed, average acres treated per day, etc.)
    - Hourly rate (fully burdened rate) for each personnel role and expected daily hours
    - Daily rate for each piece of necessary equipment

- Expected travel expenses including mileage per trip from base of operations to Salmon Creek at current federal rate of \$0.67/mi and number of vehicles necessary for the given service as well as expected per diem expenses, if necessary
  - Description of familiarity to working in North Coast vegetation and avoiding special status plants, animals or cultural resources
  - Explanation of other expected expenses
3. Two references and brief explanation of the relationship to contractor.
  4. Provide three examples of before/after photos for other similar types of projects completed by the contractor.

Please note, documents submitted in response to this Request for Qualifications may be subject to the California Public Records Act (PRA).

### EVALUATION AND SELECTION PROCESS

HCRCDC will evaluate each proposal to determine the proposer's qualifications. For this project the following evaluation criteria will be considered:

#### **Budget (30%)**

HCRCDC seeks the lowest responsible proposal that implies a realistic and achievable budget without burden to either party.

#### **Prior Experience and Past Performance (30%)**

HCRCDC requires evidence that the contractor has the ability and capacity to successfully perform the Scope of Services. HCRCDC will examine whether the firms have done similar work before, and how well they have performed that work. HCRCDC considers each firm's performance records to help ensure that project dollars go to reliable and capable contractors. HCRCDC will contact references for feedback on contractor's performance and will evaluate the contractor's quality and responsiveness to the RFQ guidelines.

#### **Environmental and community benefit (40%)**

Proposals that include local contractors and who employ or are willing to employ Yurok Tribal members and/ or local residents are an important consideration for this work. The HCRCDC highly values sustainable environmental practices, so consideration of the contractor's impact throughout this project is important, such as reducing greenhouse gas emissions by not traveling long distances or carpooling when possible. Preferably the contractor or the contractor's employees reside within 50 miles of either Klamath or Weitchpec, however contractors travelling further distances will be considered. Contractor will be asked to avoid culturally sensitive species and areas. Contractors who have worked with Tribes, Tribal communities, and North Coast vegetation will be prioritized.

Submissions will be ranked based on the specific criteria in the table below (maximum of 100 points). The precise scope of services and the associated cost of those services will be incorporated into professional services agreements which will be the subject of negotiation between the HCRCDC and the successful respondent(s) on an as-needed basis.

### SCORING/SELECTION CRITERIA

Criteria	Points
<b>Budget (30%)</b>	
Reasonable contractor rate and expenses	25
Willingness to maximize working hours by carpooling or spike camp	5
<b>Prior Experience and Past Performance (30%)</b>	
Demonstrated competence in the desired qualifications and experience outlined in this RFQ	15
Thoroughness, quality, and responsiveness of submission	5
Quality and relevance of references	10
<b>Social, Environmental, and Community Benefit (40%)</b>	
Distance to Klamath or Weitchpec (higher ranking for closer proximity)	15
Tribal workforce/personnel	15
Knowledge of North Coast Vegetation	10

## SCHEDULE

The following schedule of events represents the HCRCD's best estimate of the schedule that will be followed with regard to this RFQ process. HCRCD reserves the right to modify this tentative schedule as it deems necessary, including extending the deadline for submission of Statements of Qualifications.

Date	Event
Friday, November 8, 2024	RFQ Issued
<b>Thursday, November 14, 2024</b> (by 5:00 PM)	Completed submissions due to HCRCD: submitted to Jill Demers, Executive Director, <a href="mailto:jill@hcrccd.org">jill@hcrccd.org</a>
November 15-18, 2024	Evaluation Process (interviews may be conducted as needed)
Tuesday, November 19, 2024	Completion of the evaluation process and successful respondents notified of their inclusion in the Pool.

NOTE: Professional services agreements will be negotiated with contractors from the Pool on an as- needed basis over the term of this project. Selection for the Pool does not guarantee a professional services agreement.

## QUESTIONS?

Contact Jill Demers, Executive Director, [jill@hcrccd.org](mailto:jill@hcrccd.org)

## ATTACHMENTS

- Attachment A: Insurance Requirements
- Attachment B: Proposal Template (Download Microsoft Word template)

## ATTACHMENT A: INSURANCE REQUIREMENTS

### HCRCD INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES AGREEMENTS

#### INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify HCRCD, the Yurok Tribe, and their agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's performance of, or failure to comply with, any of the duties and/or obligations contained herein, including the performance or nonperformance of any of CONTRACTOR's agents, officers, directors, employees, assignees, or subcontractors.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

#### INSURANCE REQUIREMENTS:

This Agreement shall not be executed by HCRCD, and CONTRACTOR shall not be entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the HCRCD.

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, and its subcontractors hereunder, shall take out and maintain, throughout the term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, all of the activities of CONTRACTOR and its agents, officers, directors, employees, assignees or subcontractors:
  - 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of One Million Dollars (\$1,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
  - 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles and be at least as broad as Insurance Service Offices Form Code 1 (any auto).

3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that HCRCD, the Yurok Tribe, and their agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to HCRCD, Partners, or their agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
  - a. Includes contractual liability.
  - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
  - c. Is the primary insurance with regard to HCRCD and the Yurok Tribe.
  - d. Does not contain a pro-rata, excess only and/or escape clause.
  - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to HCRCD in accordance with the notice requirements set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until HCRCD receives adequate proof that equal or better insurance has been secured.
3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to HCRCD and the Yurok Tribe, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to HCRCD, the Yurok Tribe, or their agents, officers, officials, employees and volunteers.
6. CONTRACTOR shall furnish HCRCD with certificates and original endorsements affecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the HCRCD. Any deductible or self-insured retention over Fifty Thousand Dollars (\$50,000.00) shall be disclosed to, and approved by, HCRCD. If CONTRACTOR does not keep all required policies in full force and effect, HCRCD may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
7. HCRCD is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

- C. Insurance Notices. Any and all insurance notices required thereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

HCRCDC: Humboldt County Resource Conservation District  
Attention: Jill Demers, Executive Director  
5630 S Broadway St.  
Eureka, CA 95503

Contractor: (Name of Contractor)  
Attention: (Name of Contact Person), (Job Title)  
(Street Address)  
(City), (State) (Zip Code)

**ATTACHMENT B: PROPOSAL TEMPLATE  
COVER SHEET**

RFQ Name: Manual Fuels Treatment in the Pecwan Watershed  
Submission Deadline: Thursday, November 14, 2024 (by 5:00 PM)  
Email submission as a PDF or submit hardcopy: Jill Demers, Executive Director ([jill@hcrd.org](mailto:jill@hcrd.org))

Contractor Name:  
Contractor Address:  
Contact Person:  
Contact Phone Number:  
Contact Email Address:

Statement of Availability:

Certification:

I/We have reviewed the Request for Qualifications, and I/We can provide insurance certificates that meet the requirements listed in Attachment A prior to execution of a professional services agreement.

Signature: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_



## ATTACHMENT B: PROPOSAL TEMPLATE STATEMENT OF QUALIFICATIONS

PLEASE ATTACH ADDITIONAL PAGES IF NECESSARY

1. Summary of Qualifications (include if Tribally owned):
  
2. Description of general approach (including hiring Yurok Tribal members / a local crew, spiking out, carpooling or other cost control measures):
  
3. Approximate number of crew members and roles:
  
4. Number of anticipated working hours per day, without commuting:
  
5. Ability to work during winter work windows, weather permitting (including access to ATVs or UTVs):
  
6. Description of experience or familiarity with working with Tribes, Tribal communities, and culturally sensitive species and areas:
  
7. Hourly cost estimate (add rows as needed). The costs provided should reflect the best available information at the time of the RFQ and will be the basis of negotiation if a professional services agreement is offered. Hourly rates should be based on personnel time working and should not include hours commuting or repairing equipment. Contractors are encouraged to incorporate the costs for those activities and equipment operating costs into the hourly rate.

Hourly Cost Estimate			
<i>Personnel* roles:</i>	Quantity	Hourly Rate	Cost
<i>Other Expenses (i.e., transportation; spike camp):</i>	Quantity	Rate (per mile, hour, or day)	Cost
		Grand Total:	\$

**ATTACHMENT B: PROPOSAL TEMPLATE**  
**REFERENCES & PHOTO ATTACHMENTS**

PLEASE ATTACH ADDITIONAL PAGES IF NECESSARY

<b>Reference 1</b>	
Name, Title & Affiliation	
Contact Phone	
Contact Email	
Brief explanation of relationship	
<b>Reference 2</b>	
Name, Title & Affiliation	
Contact Phone	
Contact Email	
Brief explanation of relationship	

**Fuels Reduction Photos**

If proposing fuels reduction services, provide three examples of before/after photos.

Before	After
Before	After

Before

After