



TUOLUMNE COUNTY ADMINISTRATOR'S OFFICE

Request for Qualifications (RFQ)

AMENDED MAY 2, 2016

SPECIFICATIONS, TERMS, & CONDITIONS

For:

FY 2016-2017

Licensed Timber Operators & Tree Service Contractors

RFQ PROPOSALS DUE:

Ongoing Recruitment

**Tuolumne County Administrator's Office
2. South Green Street 4th Floor
Sonora, CA 95370**

ATTN: Ethan Billigmeier
RFQ CONTACT INFORMATION

<http://www.tuolumnecounty.ca.gov>
Click on "Business," then "Bids, RFP's & RFQ's"

I. INTRODUCTION/PROGRAM OVERVIEW

California is experiencing the negative effects of a four-year drought which has brought on a multitude of environmental issues, one of which is pervasive tree mortality. It is estimated that there are over 29 million dead trees due to bark beetle infestation in California and that number is expected to increase. Because of the unique conditions brought on by drought and warmer than average winters, the bark beetle population has flourished and has decimated large populations of trees.

The Tuolumne County Board of Supervisors predicted the magnitude of the tree mortality epidemic and took early action by proclaiming a Local State of Emergency on September 15, 2015; recognizing the growing problem and potential negative impact on health and safety, including damage to public infrastructure. Further action of the Board directed staff to begin developing a plan to address the problem. The State also recognized and addressed the epidemic by which Governor Brown issued a Proclamation of a State of Emergency on October 30, 2015. The proclamation delineated specific state and local agencies begin to take action to prevent negative repercussions to the safety of citizens and public infrastructure.

As Tuolumne County began to move forward with a hazard tree removal plan it was realized early on that the County would quickly exhaust its fiscal and labor resources addressing the removal of dead and dying trees. Fortunately, the county was approved for California Disaster Assistance Act (CDAA) funding through the California Office of Emergency Services (Cal OES). CDAA funding requires that the County front 25% of the funding necessary for the project with Cal OES reimbursing up to 75%. With CDAA funding in place the next step was to determine and prioritize the removal of hazard trees which threatened public infrastructure and safety. In doing so, a preliminary budget could be developed and a plan could begin to take shape.

Tuolumne County OES, with the assistance of Cal OES, drafted a Tree Mortality Hazard Tree Removal Plan that was approved and adopted by the Tuolumne County Board of Supervisors and Cal OES on January 5, 2016. The plan outlines the members and duties of the Core Planning Team as well as the broader Tree Mortality Task Force Team. In addition to the core and task force teams, there will be subgroups on an as needed basis to respond to specific instances in the removal of the trees. CDAA requires that all city, county and special districts apply for CDAA independently of the County's CDAA approval; therefore each entity and special district will be required to submit a work plan and budget for their respective tree removal.

Hazard tree removal is addressed in the plan by reiterating the primary concern of public safety and continuity of essential services. The County will focus concerns in the following areas: roads, County facilities, and airports. Any dead and dying tree that is within 200 ft. of a County owned or maintained infrastructure will be marked by a Registered Professional Forester or Certified Arborist for removal. The County roads department, with assistance

from Licensed Professional Foresters (LTO's) and/or Tree Service Contractors, will be prioritizing roads in Tuolumne County for tree removal based on the number and severity of dead trees, and the roads most accessed by traffic.

Due to the complexity, magnitude, and technical subject matter of tree removal, Tuolumne County OES has chosen to contract with Mike Albrecht of Sierra Resource Management, Inc., to function in the capacity of the Tree Mortality Project Manager which encompasses program coordination and oversight. Because of Mike's breadth of knowledge, industry contacts, and years of experience in the timber business his qualifications were a superb match in regards to coordinating this particular subject matter. The Project Manager will be responsible for reviewing all responses in regards to this RFQ.

II. SCOPE OF WORK

LTO's and/or Tree Service Contractors (TSC) will perform duties related to the falling and removal of dead and dying trees due bark beetle infestation. The minimum qualifications below outline the details of what each LTO and/or TSC shall be capable of providing.

Minimum Qualifications

The Applicant is one whose response complies with all requirements of the RFQ based on the following criteria:

- Licensed Timber Operator's (LTO's) and/or Tree Service Contractors (TSC's) need to be capable of directionally falling timber away from roads, power lines, and buildings.
- LTO's and/or TSC's will need to provide traffic control personnel and signage that meets Cal-Trans specifications.
- LTO's and/or TSC's will need to have equipment and personnel capable of working in an urban setting (close proximity to homes and service infrastructure).
- LTO's and/or TSC's must be able to fall, skid, load and transport all timber products from a project area.
- After timber products are removed, all slash must be treated to standards specified in the California Forest Practice rules.
- If operating in the winter period, LTO's and/or TSC's will provide a winter operating plan approved by Cal-Fire and/or United State Forest Service.
- No storage of petroleum products will be allowed on or around the project area.
- Erosion control devices will be installed as needed after tree/slash removal is completed.
- Roads used during timber operations will be maintained as needed. Road repair expenses will be at the responsibility of the LTO and/or TSC, unless waived by Tuolumne County prior to the commencement of timber operations.

- A pre-work meeting will be conducted with the LTO and/or TSC and the County Project Manager, or his designee prior to the commencement of timber operations.
- Pro Logger certification by the Associated California Loggers (ACL) is preferred for LTO's responding to this RFQ.

III. APPLICATION INSTRUCTIONS:

Contracts will be awarded under this RFQ on a project by project basis. The design of this RFQ response is at the discretion of the applicant, but must include the information listed below.

1. COVER PAGE – print, complete and sign cover page found on the last page of this document (page 9).
2. APPLICANT QUALIFICATIONS – Three (3) pages are allowed, not including attachments. Please include the following information:
 - A copy of your insurance certification
 - A copy of your licensure/certification
 - Equipment available to successfully complete the scope of work
 - Provide a minimum of three professional references
3. FORMAT INSTRUCTIONS:
 - Responses are to be straightforward, clear, concise and responsive to the information requested.
 - In order for proposals to be considered complete, respondents must provide all information requested in the Application Instructions.
 - Responses must be prepared in the format provided by the County with this RFQ: responses must be printed, one side only, on white 8 ½” by 11” paper. The response to each section of the RFQ Response Package must be limited to the number of pages specified. The space limitations indicated will be strictly enforced.
 - Each respondent must submit one original proposal with an original signature on the COVER LETTER (page 10 of RFQ) and TWO (2) additional copies of the signed proposal. The original must be clearly marked “ORIGINAL.”

Responses are to be addressed as follows:

**Tuolumne County Administrator's Office
Licensed Timber Operators & Tree Service Contractors
Attention: Ethan Billigmeier
2. South Green Street 4th
Sonora, CA 95370**

IV. SUBMITTERS' QUESTIONS

Questions regarding the RFQ must be submitted in writing (email acceptable). Questions will not be accepted by telephone, facsimile (Fax) or orally. The County reserves the right to decline a response to any question if, in the County's assessment, the information cannot be obtained and shared with all potential applicants in a timely manner. The County will email and post answers to all questions on the Tuolumne County website: <http://www.tuolumnecounty.ca.gov>. Once at the Tuolumne County website click on "Business" then "Bids, RFP's & RFQ's." Questions should be addressed to:

**Licensed Timber Operators & Tree Service Contractors
2016/2017 RFQ
Tuolumne County Administrator's Office
Attn: Ethan Billigmeier
2. South Green Street 4th Floor
Sonora, CA 95370**

Or by email at: ebilligmeier@co.tuolumne.ca.us

Responses will be received only at the address shown above. No telegraphic, e-mailed, or facsimile (fax) proposals will be considered. All proposals, whether delivered by an employee of the applicant, U.S. Postal Service, courier or package delivery service must be received and time stamped at the stated address on or before the time designated. A time stamp shall be considered the official timepiece for the purpose of establishing the actual receipt of proposals.

VI. GENERAL CRITERIA FOR ACCEPTANCE OF PROPOSAL:

Non-Discrimination and Confidentiality of Data Requirements:

The prospective contractor shall assure that there will be no discrimination in hiring or the delivery of services on the basis of race, color, religion, national origin, sex, age, marital status, disability, sexual orientation, or political affiliation. The contractor shall further assure the safeguarding of confidentiality of information in accordance with 45 CFR Part 164, Security and Privacy and Section 10850 of the Welfare and Institutions Code.

VII. SELECTION PROCESS:

- A. The County reserves the right to award a contract to the vendor or individual that presents the proposal which, in the sole judgment of the County, best accomplished the desired results.
- B. The vendor whose proposal is selected will be notified in writing of the selection and of the general assurances and certifications required.
- C. Negotiation: The County reserves the right to negotiate with any individual, agency or organization submitting an application. Items that may be negotiable include: scope of services, activities, and budget.
- D. Responses Not Selected: Applicants whose proposals are not selected will be notified in writing of the decision.

VIII. INSURANCE REQUIREMENTS

Prospective vendor must submit the following items to the County within 15 days of receipt of notification. The County reserves the option to modify the insurance requirements in the final contract with the respondent:

- A. The Contractor shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance by a Certificate of Insurance provided to the County as may be required by the Risk Manager of the County, prior to the start of work. The Contractor's insurance policy(ies) shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the Risk Manager. Certificate of Insurance shall note that 30 days cancellation notice will be delivered to the County.
 - i. Workers' Compensation Coverage – Workers' Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized subcontractor to obtain such insurance for its employees).
 - ii. General Liability Coverage - Commercial general liability insurance (including Logger's Broad Form Property Damage) with a minimum liability limit per occurrence of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate. Coverage shall be included for premises, operations, and broad form contractual.
 - iii. Automobile Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 combined for bodily injury and property damage.

This insurance shall cover for bodily injury and property damage, owned, hired and non-owned vehicles.

- B. Policy Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific provisions:
- i. The County, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds (“County additional insureds”).
 - ii. This policy shall be considered, and include a provision it is, primary as respects the County additional insureds, and shall not include any special limitations to coverage provided to the County additional insureds. Any insurance maintained by the County, including any self-insured retention the County may have shall be considered excess insurance only and shall not contribute with it.
 - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - iv. The insurer waives all rights of subrogation against the County additional insureds.
 - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County additional insureds.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the County’s option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- D. Unsatisfactory Policies: If at any time any of the policies or endorsements be unsatisfactory as to form or substance, or if an issuing company shall be unsatisfactory, to the Risk Manager, a new policy or endorsement shall be promptly obtained and evidence submitted to the Risk Manager for approval.
- E. Failure to Comply: Upon failure to comply with any of these insurance requirements, this Agreement may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.

IX. CONTRACT AWARD APPEAL PROCEDURES

The following procedure is provided in the event that an applicant wishes to protest the process or appeal the recommendation to award a contract for this project once the Notices of Award/Non-Award have been issued.

- **Any proposal protest must be submitted in writing to County Administrator's Office, 2. South Green Street 4th Floor, Sonora, CA 95370, Attention: Ethan Billigmeier**
- The protest must be submitted before 5:00 p.m. within five (5) business days following the date of the Notice of Award (**ongoing**)
- The protest must contain a complete statement of the basis for the protest.
- The protest must include the name, address, telephone number and e-mail address of the person representing the protesting party.
- The procedure and time limits are mandatory and are the applicant's sole and exclusive remedy in the event of a Protest.
 1. Applicant's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Protest, including filing a Government Code claim or legal proceedings.

Upon receipt of written protest/appeal the County Administrator will review and provide an opportunity to settle the protest/appeal by mutual agreement, will schedule a meeting to discuss or issue a written response to advise an appeal/protest decision within five (5) working days of the hearing date.

X. EVALUATION CRITERIA FOR PROPOSALS

The County Administrator's Office and Project Manager will evaluate the submitted responses to determine each Applicant's responsibility and responsiveness. A responsible Applicant is one whose response substantially complies with all requirements of the RFQ. Response shall be ranked on a point scale of 100 and shall be evaluated according to the following criteria:

- A. Completeness of Response (RFQ) (pass/fail)
 - a. Certificate of Insurance Provided
 - b. Licensure/Certification

- c. 3 Professional References
- d. Equipment List
- B. Certification (40 points)
- C. Experience (40 points)
 - a. Quality Control
 - b. Contract Manager and On-the-ground Supervisor(s)
 - c. Equipment
 - d. Subcontractors
 - e. Utilization of Local Workforce
- D. References (20 points)

XI. INTERVIEWS

Applicants may be subject to interviews for further clarification of responses.

XII. FINAL CONTRACT

Immediately after the Project Coordinator has selected the Consultant(s), the Consultant(s) and County will negotiate a Scope of Work, Schedule and Budget along with terms and conditions of the Agreement. The Agreement contains standardized clauses based on County Policies which address standard issues such as but not limited to: independent contractor, insurance requirements, non-assignment, hold harmless clauses, and progress payments.

XIII. PROPOSED REVIEW ACTIVITIES AND TIMELINES

<u>Activity</u>	<u>Date</u>
Release of Amended RFQ	May 2, 2016
Deadline for all Questions	Ongoing
Deadline for RFQ Responses to County	Ongoing

Applicant interviews	Ongoing
Completion of the selection Process	Ongoing
Deadline for Appeals	Ongoing

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Licensed Timber Operator & Tree Service Contractors

Each respondent must submit one original proposal with an original signature on the COVER LETTER and TWO (2) additional copies of the signed proposal. The original must be clearly marked "ORIGINAL."

This proposal is submitted for consideration of award for future Tuolumne County Tree Mortality removal contracts.

I accept the terms and conditions contained in the Request for Qualifications (RFQ) package.

I certify that all statements in this proposal are true.

Typed or Printed Name:		Date:
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AUTHORIZED SIGNATORY			
Name		Specialty	
License #			
Signature		Date	
Address			
Phone		Fax	
E Mail Address			

As the Authorized Signatory, you will be named to receive payments. You will also retain primary financial and legal responsibility for contract.

