Whitebark Institute 3399 Main Street, Suite W5 Mammoth Lakes, CA 93546



Request for Proposals for the Eastern Sierra Climate & Communities Resilience Project: Reds Meadow II Implementation – 2024 Units

The Whitebark Institute (WI) is seeking timber contractors (Contractors) to implement forest health, fuels reduction, and meadow conifer removal services to support the Eastern Sierra Climate & Communities Resilience Project (ESCCRP): Reds Meadow II — 2024 Units Project (Project) in Mammoth Lakes, CA on Inyo National Forest (INF) and non-federal lands. This Project is a partnership with INF for 961 acres.

Responses to this Request for Proposals (RFP) are due no later than **5:00 PM (PDT) on February 19, 2024,** via email. See Section 2, Proposal Submittal Instructions, for further details.

1 DESCRIPTION OF WORK

1.1 PROJECT BACKGROUND

Whitebark Institute (WI) is a non-profit organization conducting fuels reduction and forest health work in the eastern Sierra Nevada under the authority of the Inyo National Forest (INF) to increase capacity and ability to restore forested landscapes and provide community protection as part of the ESCCRP. The ESCCRP is a 58,000-acre ecological forest restoration project on the Inyo National Forest, surrounding the Town of Mammoth Lakes, CA and further phases of fuels reduction and forest health timber contractor services are anticipated in years to come

1.2 PROJECT LOCATION

Project work is located within the INF lands ranging from approximately 7,000 to 9,000 feet elevation. The Project area can be snow covered and inaccessible from late October until April or May depending on the amount of snow each year. The town of Mammoth Lakes at elevation 7,780 feet receives an average of 93 inches (7.75 feet) of snow per year.

Maps of the Project area are in **Appendix A**. The PDF maps included below are geo-referenced and can be used within the Avenza map application on your smartphone or tablet.

1.3 Scope of work

The purpose of this Project is to reduce potential wildfire severity by reducing stand densities, ladder fuels, and surface fuels in Reds Meadow Valley.



 Table 1: General Unit Descriptions

Unit Type	Specification (detailed specifications can	Contract	Acres				
	be found in Appendix XX)	Type *					
Forest Health (FH) Unit	ts						
Overstory Thinning	Cut and removal of marked trees 12"-30" DBH. Hauling of logs that meet utilization specifications. Piling or chipping of slash material.	Mandatory	250				
Understory Thinning & CWD < 12" Diameter	Cutting of trees < 12" DBH by Prescription by Description. Pilling or chipping of material. Removal of coarse woody debris (CWD) < 12" diameter.	Optional*	250				
Fuels Reduction (FR) U	nits						
Understory Thinning & CWD< 12" Diameter	Cutting of trees < 12" DBH by Prescription by Description. Pilling or chipping of material. Removal of coarse woody debris (CWD) < 12" diameter.	Mandatory	606				
Meadow Restoration (MR) Units							
Thinning	Phase I: Cut and removal of trees 1"-12" DBH based on Prescription by Description. Pilling or chipping of slash material. Phase II: Cut and removal of conifer trees 12.1" - 30" DBH out of the meadows. Trees may be marked or designated to be marked based on prescription by description. Hauling and disposal of logs that meet utilization specifications. Pilling or chipping of slash material.	Optional*	105				
	lachine Pile, and Hazard Tree Removal (> 12" L	DBH) (150 ft fro	m				
infrastructure) Large Woody Debris (LWD)removal and hauling Machine pile Coarse Woody Debris (CWD) Hazard Tree Removal	Large Woody Debris (down woody debris > 20" diameter): skid, haul, and deck this material. Destination of the logs will be determined. Coarse Woody Debris (down woody debris 3" – 20" diameter): Mechanical pile this material for burning at a later date, fine fuels must be included in these piles to aid in pile burning consumption Hazard trees >12" DBH: Cut and remove or pile hazard trees greater than 12" DBH that	Optional*,** Optional*,**	Item will be reimbursed on time and materials basis Item will be reimbursed on time and materials basis Item will be reimbursed on time and materials basis				
	pose a hazard to infrastructure.		time and materials basis Total Acres: 961				



*Optional Contract Types: Contractors must bid on all optional units. Based on bidding/funding, it is optional whether Whitebark will award these units.

** These items will be bid on time and materials, all other units will be bid based on cost/acre.

1.4 SCHEDULE OF WORK

The contract start date can be as soon as possible in 2024, as weather and environmental conditions permit. The Contractor shall maintain communications with the Whitebark contracting officer (CO) about current conditions and expected start dates once the contract is awarded.

Start Date: Summer 2024, depending on snow melt.

<u>Contract Time:</u> 1 field season. Contract time may be extended, in writing from the CO, in coordination with the landowners and as weather allows, but should not exceed a single operating season.

*Meadow Restoration, Phase II Units: <u>It is anticipated that these units would be implemented in after</u> Meadow Restoration Phase I treatments.

1.5 Reds Meadow Road Reconstruction

1.5.1 Reds Meadow Road Reconstruction

Reds Meadow Road has a multi-year reconstruction project that will be ongoing during this project. Contractors will have restricted access and hauling time. Details are listed in **Appendix C**, these details are non-negotiable. If timing is an issue, contractors are encouraged to stay in Reds Meadow (see details below).

1.5.2 Camping and Housing

Campgrounds will be closed to the Public for the Summer 2024 season. Given the limitations on access for Reds Road above and in Appendix C, there are two options for staying in Reds Meadow.

For both options: <u>contractors will not be able to leave at night other than in the event of an emergency</u> (see **Appendix C**). There is cell service at both options below and throughout portions of Reds Meadow, however the contractor is encouraged to bring a cell booster if needed.

Two options for staying in Reds Meadow:

- 1) INF has granted contractors for the use of Agnew Group Campground under the following parameters:
 - Water will be turned on for use (drinking water spigots).
 - Bathrooms will be open, it is being determined if a cleaning service will be hired for the bathrooms once/week. This cost would be paid by the contractor and negotiated prior to an executed contract. Contractors will provide toilet paper.
 - Dumpsters will be open and serviced once/week. Bears are active in Reds, trash cannot be left out at any time.
 - Bear boxes are at each site. All food and scented items will be in a bear box or dumpster at all times
 - Campground is gated, contractor will bring their own lock to daisy chain in. Gate will remain



closed at all times.

- A deposit may be required for contractor use of the INF campground to be reimbursed once campground and bathroom final inspection approves that it is near original condition. This deposit would be paid by the contractor and negotiated prior to an executed contract. Contractors will provide toilet paper.
- Use of additional campgrounds may be granted by INF if there is a need.
- Showers available at contractor cost and coordination at Reds Meadow Pack Station.

2) Reds Meadow Pack Station. Given road constraints on operations at Reds Meadow Pack Station, there is the potential that contractors could pay to stay. Contractors will coordinate with Reds Meadow Pack Station for this option. Website: Reds Meadow – Resort and Pack Station Phone Number, Owner Bobby Tanner: 760-934-2345.

1.6 Pre-Operation & Resource Protection Measures

See **Appendix C** for Pre-Operation & Resource Protection Measures.

1.7 FIRE PLAN

See **Appendix D** for the INF Fire Plan. Please note that Region 5 is currently drafting a new version of the Fire Plan. The final draft is not ready for Contractor review and it is unclear whether it may be required for 2024 implementation projects. The Contractor will follow the Fire Plan required by INF at the time of implementation.

Fire tools and equipment will be inspected by WI and/or INF personnel on the first day of work, prior to project commencement, and will be reinspected throughout the Project at will. Adherence to the Fire Plan is a requirement, violations of the Fire Plan can result in the immediate termination of the Contract at the discretion of the CO.

The limits of the contractor's area of responsibility for fire under the terms of the fire plan is as follows:

Silviculture Projects – 100 meters around the perimeter of the unit being worked in.

1.8 Additional Requirements

1.8.1 Reds Meadow Road Traffic Control

Traffic control will be required for any tree within strike distance of any open road (Reds Meadow Road, Agnew Road) and will be the responsibility of the Contractor. The road will be closed to public in accordance with access provided in **Appendix C**, but Road reconstruction traffic will persist during working hours.

1.8.2 Inspections and Acceptance of Work

Work will be accepted for payment based on the results of the Final Inspection. Final Inspection will determine whether the work has been performed satisfactorily according to the specifications. Details are provided in Appendix B – Technical Specifications.



1.8.3 Licensed Timber Operator

The primary contractor will be required to hold a Licensed Timber Operator (LTO) A license.

1.9 Insurance Requirements

1.9.1 Farm and Labor

For INF units, the contractor is required to be registered with the US Department of Labor as a Farm Labor Contractor. The Contractor will be required provide a current Form WH510 (MSPA Card) or legible copy before beginning work on INF units.

1.9.2 Insurance Requirements

The contractor shall obtain the insurance that will be specified in the RPF and will be required to submit to Whitebark Institute for approval prior to project commencement.

The Contractor shall carry and maintain liability/hazard insurance and other insurance as negotiated in the contract upon award. The insurance policy will be furnished by the Contractor and as will protect Contractor and Whitebark Institute from claims which may arise out of or result from Contractor's negligent or wrongful performance.

Contractor/Sub-Contractors shall procure and maintain insurance on all of its operations during the term of the contract, with insurance companies for the minimum insurance coverage naming Whitebark Institute and Inyo National Forest as additional insured:

- 1) Workers' Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; and (3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits. Property Damage Liability. Combined of \$1,000,000 in excess of single limits defined above.
- Loggers Broad form. If wildfire exclusions are stated in policies listed above, Whitebark will request that contractors carry a supplemental Loggers broadform policy in the amount of \$1,000,000 to protect the contractor and Whitebark from claims against inadvertent wildfire ignitions.
- 3) Addiiotnal Insured. Whitebark and INF, together with their officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.



2 Further Information & Contractor Selection Process

2.1 CONTRACTOR SELECTION PROCESS SCHEDULE OF WORK

See **Table 2** below for the Contractor selection process schedule of work.

Table 2: Contractor Selection Process Schedule of Work

Description	Completion Date		
Advertisement of RFP	January 29, 2024		
Candidate RFP Questions Due (via	February 6, 2024		
email)			
Responses to RFP Questions	February 12, 2024		
Distributed (via email)			
Proposals Due	February 19, 2024		
Evaluation and Selection	March 10, 2024		

2.2 SITE VISIT

Site visits were conducted with prospective Contractors in October 2023 as part of the Pre-Request for Proposals for this Project. Reds meadow is inaccessible during the winter.

2.3 INFORMATION AND INQUIRIES

Any prospective candidate desiring an explanation must request it <u>via email</u> (no phone calls) from the contact below by **5:00 pm on February 6, 2024**. Oral explanations or instructions given before the award of a contract will not be binding. Questions received after this deadline may not be answered.

Questions should be emailed to ESCCRP Project Manager Sarah Hoff-Phillips, Sarah@WhitebarkInstitute.org.

Responses to all questions received will be emailed to all candidates by 5:00 pm February 12, 2024.

2.4 PROPOSAL FORMAT

In response to this RFP, please be sure to include the following information:

- Technical approach including operating plan:
 - how work will be accomplished
 - number of days by unit
 - subcontractors utilized
 - equipment list
 - biomass disposal plan
 - timber removal plan (a proposed plan for logs from FH units)
 - safety plan (California specific), to include hazardous materials spill plan
- Qualifications and experience of contractor, employees, subcontractors, etc.
- Past performance on similar projects with references
- Appendix H: Contractor Bid Sheet (excel format)



• Utilization description of local and small businesses or underserved populations

2.5 Proposal Submittal Instructions

Proposals must be submitted via email no later than **5:00 PM (PDT) on February 19, 2024**. Proposals must be submitted via email to: ESCCRP Project Manager <u>Sarah@WhitebarkInstitute.org</u>.

Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties experienced. If all required information is not provided, a proposal may be considered nonresponsive and rejected without further evaluations.

Whitebark Institute shall not, in any event, be liable for any pre-contractual expenses incurred by the candidate in the preparation of its proposal and candidates shall not include any such expenses as part of the proposal.

2.6 SELECTION CRITERIA

Proposals will be reviewed by WI and INF. There may be interviews with the top qualified candidates. Candidates will be scored on each of the following criteria using a scale of 0-5 which will be multiplied by the weighted values, with 0 being below average and 5 being exceptional, as seen in the following table.

		Weight	Rating	
Scoring Criteria		Factor	(0-5)	Weighted Rating
A.	Technical proposal/proposed approach to the	15		
	project/equipment proposed/operational approach			
В.	Price / cost	15		
C. Past performance and references		15		
D. Overall ability to meet project goals and grant needs,		10		
	requirements, and timelines			
E.	Benefits/Relationship to the local community	5		
F.	Relationship to local tribal entities	5		
Total Score:				

2.7 SELECTION NOTIFICATION

WI will notify successful and unsuccessful bidders by **March 10, 2024** and will prepare a separate contract document for the successful bidder.

3 APPENDICES

Appendix A – Maps

Appendix B – Technical Specifications & Inspections and Acceptance of Work

B-1: Reds II – Forest Health Units Technical Specifications

B-2: Reds II – Fuels Reduction Units Technical Specifications



B-3: Reds II – Meadow Restoration Units Technical Specifications

B-4: Reds II – Large and Coarse Woody Debris & Hazard Trees > 12" DBH Technical Specifications

Appendix C – Pre-Operation & Resource Protection Measures

Appendix D – INF 2012 Fire Plan

Appendix E – Definitions

Appendix F – Timber Removal and Road Specifications

Appendix G – Stewardship Agreement Guidelines on operations

Appendix H – Contractor Bid Sheet