



**BLUE RIDGE SERVICES, Inc.**

**Request for Qualifications (RFQ)**

**SPECIFICATIONS, TERMS, & CONDITIONS**

**For:**

**Tree Service Contractors LTO's, D49, C61**

The purpose of this RFQ is to pre-qualify a pool of contractors who will bid on individual tree-falling/removal projects that will periodically be offered by Blue Ridge Services. Pre-approval of any contractor is no guarantee of work now or in the future.

There will be no reimbursement for the preparation of any response to this RFQ or to any future projects. Each contractor shall bear the entire cost of preparing and submitting a response to this RFQ and any future bid.

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**RFQ PROPOSALS DUE:**

**Ongoing Recruitment**

**Blue Ridge Services, Inc.**

**5056 Highway 140 Ste. C, #2398**

**Mariposa, CA 95338**

**209.966.7777**

**Info@blueridgeservices.com**

**ATTN: Brenda Lewis**

**[www.blueridgeservices.com/mariposatreemortality](http://www.blueridgeservices.com/mariposatreemortality)**

## **INTRODUCTION/PROGRAM OVERVIEW**

Four years of extreme drought have created cascading effects to the residents of Mariposa County, including massive tree mortality. It is estimated there are over 102 million dead trees in California and this number continues to grow. As a result, the Mariposa County Board of Supervisors proclaimed a Local State of Emergency on September 15<sup>th</sup>, 2015, recognizing the growing problem and potential negative impact on public health and safety, including damage to public infrastructure.

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, who were to begin to take action to prevent negative repercussions to the safety of citizens and public infrastructure.

There were several tools Mariposa County employed in approaching removal of hazard trees that threaten public infrastructure and public safety; Core Planning Team and Tree Mortality Task Force meetings, public outreach and education and contracting with an operations management team to begin the process of dead tree removal.

Mariposa County determined 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).

Due to the complexity, magnitude, and technical subject matter of tree falling/removal, Mariposa County has chosen to contract with Blue Ridge Services, Inc., to function in the capacity of their Tree Mortality Operations Management Team, which encompasses program coordination and oversight. The Blue Ridge Services Project Director, will be responsible for reviewing all responses in regards to this RFQ.

## **II. SCOPE OF WORK**

Tree Service Contractors (TSCs) will perform duties related to the falling and/or removal – or lop and scatter and cut to contour – of dead and dying trees. The minimum qualifications below outline the details of what each 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:

- TSCs must be capable of directionally falling timber away from roads, power lines, buildings, fences and other structures. Some trees may require technical skills. TSCs

must be able to properly assess tools or resources for required task, such as limbing, topping, segmenting, climbing, etc.

- TSCs will be responsible to repair/replace all damage to utilities and private property, including but not limited to: fences, structures, utilities, etc.
- TSCs will create a Service Alert (Call Before You Dig) and notify Mariposa County Road's Department, prior to beginning work on a project.
- TSCs must provide traffic control personnel and signage that meets Mariposa County Road Department specifications.
- TSCs must have dependable and appropriate equipment and personnel capable of working in rural and/or urban settings (i.e., sometimes in close proximity to homes and service infrastructure).
- TSCs must be able to correctly identify Mariposa County's marked trees for falling/removal.
- TSCs must be able to fall, buck, limb, lop & scatter, chip, skid, load and transport all timber products from a project area, when necessary.
- All slash must be treated to standards specified in the California Forest Practice rules and as per specific guidelines to be established by Blue Ridge Services for each individual project.
- If operating in the winter period, TSCs will provide a winter operating plan approved by Blue Ridge Services. This plan should meet Cal-Fire, California Forest Practice Rules and/or United State Forest Service criteria.
- No storage of petroleum products will be allowed on or around project areas, other than portable fuel cans for chain saws or other hand tools. Fuel for larger equipment must be stored in contractor's vehicles and must be removed at the end of every work day. Heavy equipment (ex: Loaders, skidders, etc.) may be stored on-site during the active portion of the project, pending approval of Blue Ridge Services Field Manager. No machines, equipment or supplies may be stored on the jobsite after the job has been completed.
- TSCs will be responsible to secure equipment on jobsite.
- Erosion control devices (ex: straw bales, straw wattles, etc.) will be installed as needed – and as directed by Blue Ridge Services Field Manager – after tree/slash processing is completed.
- Roads used during timber operations will be maintained as needed. Road repair expenses will be at the responsibility of the TSCs, unless waived – in writing – by Blue Ridge Services and Mariposa County prior to the commencement of tree falling/removal operations.
- A pre-work meeting will be conducted with the TSCs and the Blue Ridge Services Field Manager, or his designee prior to the commencement of tree falling/removal operations.
- TSCs will ensure that absolutely no trash is left on jobsite.

- Must meet all requirements mandated in Blue Ridge Services’ contract with the County of Mariposa attached hereto as Exhibit A.
- Must be willing to execute and perform in accordance with the terms of the “Subcontract for Tree Mortality Operations” contract attached hereto as Exhibit B.

### **III. APPLICATION INSTRUCTIONS:**

Contracts will be awarded under this RFQ on a project by project basis. The design response to 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 last page of this document (page 10)
2. APPLICANT QUALIFICATIONS – Three (3) pages are allowed, not including attachments. Please attach the following information:
  - A copy of your insurance certifications
  - A copy of your licensure/certification
  - Equipment available to successfully complete the scope of work
  - Provide a minimum of three professional/client 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 Blue Ridge Services with this RFQ: responses must be printed, one side only, on white 8 ½ “ x 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).

**Responses are to be addressed as follows:**

**Blue Ridge Services, Inc.  
Tree Service Contractors  
Attention: Brenda Lewis  
Tree Mortality Assistant Project Director  
5056 Highway 140 Ste. C, #2398  
Mariposa, CA 95338**

#### **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. Blue Ridge Services reserves the right to decline a response to any question if, in the Blue Ridge Services assessment, the information cannot be obtained and shared with all potential applicants in a timely manner. Blue Ridge Services will email and post answers to all questions on the Blue Ridge Services website: [www.blueridgeservices.com/mariposatreemortality](http://www.blueridgeservices.com/mariposatreemortality). Questions should be addressed to:

Email: [info@blueridgeservices.com](mailto:info@blueridgeservices.com) or

[Blue Ridge Services, PO Box 2398, Mariposa, CA 95338](mailto:info@blueridgeservices.com)

Responses to the RFQ 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 at the stated address. 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:

Each 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 ability to bid on individual projects will be offered to all pre-approved contractors.
- B. Individual projects may require a mandatory job walk.
- C. The details of each project will be provided to all pre-approved contractors at least 10 days prior to the bid due date for the individual jobs. In an emergency as determined by Blue Ridge Services, at their sole discretion, any contractor may be selected to respond to the emergency without the 10-day notification, and without regard to any other selection criteria.
- D. Blue Ridge Services reserves the right to award a contract for any project to the contractor that presents the proposal which, in the sole judgement of Blue Ridge Services, will best accomplish the desired results, regardless of price or other factor.
- E. The vendor whose proposal is selected will be notified in writing of the selection and of the general assurances and certifications required.

- F. Negotiation: Blue Ridge Services reserves the right to negotiate with any individual, agency, or organization submitting an application. Items that may be negotiable include, but are not limited to: scope of services, activities, and budget.
- G. Blue Ridge Services reserves the right to reject or accept any or all proposals, or part thereof, to accept one or more items of a bid/proposal without obligation as to other items, and to waive any informalities or irregularities.
- H. Responses Not Selected: Applicants whose proposals are not selected will be notified in writing of decision within 30 days.

### **VIII. INSURANCE REQUIREMENTS**

Each prospective vendor must submit the following items to Blue Ridge Services within 10 days of receipt of notification of acceptance into the pool of pre-qualified contractors – and within 3 days of notice to award individual projects. Blue Ridge Services, at their sole discretion, 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 Blue Ridge Services, 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” or better. Certificate of Insurance shall note that 30 days cancellation notice will be delivered to Blue Ridge Services.
  - i. Workers’ Compensation Coverage – Workers’ Compensation Insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000), 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 two million dollars (\$2,000,000) and three million dollars (\$3,000,000) 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 one million dollars (\$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. Blue Ridge Services and Mariposa County, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds.

- ii. This policy shall be considered, and include a provision it is, primary as respects the Blue Ridge Services and Mariposa County additional insureds, and shall not include any special limitations to coverage provided to Blue Ridge Services and Mariposa County additional insureds. Any insurance maintained by Blue Ridge Services and Mariposa County, including any self-insured retention Blue Ridge Services and Mariposa 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 the respect to the limits of liability of the insuring company.
  - iv. The insurer waives all rights of subrogation against Blue Ridge Services and Mariposa County, additional insureds.
  - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Blue Ridge Services and Mariposa County, additional insureds.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by Blue Ridge Services. At Blue Ridge Services 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 shall be unsatisfactory as to form or substance, or if an issuing company shall be unsatisfactory, to Blue Ridge Services, a new policy or endorsement shall be promptly obtained and evidence submitted to Blue Ridge Services 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 any project identified and offered in conjunction with this RFQ once the Notices of Award/Non-Award have been issued.

- **Any proposal protest must be submitted in writing to Blue Ridge Services, PO Box 2398, Mariposa, CA 95338, Attention: Brenda Lewis**
- The protest must be submitted before 5:00 p.m., within five (5) business days following the date of the any Notice of Award of any project.
- 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 protest 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 Blue Ridge Services, Project Director, 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 a timely and properly submitted protest.

## **X. EVALUATION CRITERIA FOR PROPOSALS**

Blue Ridge Services, Project Director – in association with selected Blue Ridge Services staff, 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. Responses 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. License/Certification
  - c. Has a current IIPP in-place, with content to be approved at sole discretion of Blue Ridge Services.
  - d. 3 Professional References
  - e. Equipment List (i.e., Support trucks, heavy equipment, saws, climbing and flagging equipment.)
- B. Certification (40 points)
- C. Experience (40 points)
  - a. Quality Control
  - b. Years of Experience of the Contract Manager and On-the-ground Supervisor(s)
  - c. Equipment
  - d. Subcontractors
  - e. Utilization of Local Workforce
  - f. Years in business
  - g. No. of Full-time Employees
  - h. Average Years of experience of employees, that will be assigned to this work.



D. References (20 points)

**XI. INTERVIEWS**

At the discretion of Blue Ridge Services staff, Applicants may be subjected to interviews for further clarification of responses.

**XII. FINAL CONTRACT**

Contractors must be pre-qualified in order to bid on future tree-removal projects.

There will be separate contracts for every individual project. The individual contract(s) will contain specific language defining the scope, timeline and contractor’s cost for each individual contract. Every contract will also contain standardized clauses based on Mariposa County and Blue Ridge Services 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.**

<b><u>Activity</u></b>	<b><u>Date</u></b>
Release of RFQ	May 25, 2017
Deadline for all Questions	Ongoing
Deadline for RFQ Responses	Ongoing
Applicant Interviews	Ongoing
Completion of the selection Process	Ongoing
Deadline for Appeals for RFQ Pre-qualification	Ongoing + 5 days after RFQ closes
Deadline for Appeals for Individual Project Award	5 days after close of project bid

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**Tree Service Contractors**

*Each respondent must submit one original response to the RFQ with an original signature on the COVER LETTER and **ONE (1) additional copy of the signed response. The original must be clearly marked "ORIGINAL."***

This response is submitted for consideration of pre-qualification for future Tree Mortality removal contracts which may be released by Blue Ridge Services.

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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<b>AUTHORIZED SIGNATORY</b>			
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.**