



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

REQUEST FOR PROPOSAL
COVER PAGE

RFP Number: 7436-23
RFP Title: **PHASE 1: SAINT VRAIN FOREST HEALTH PARTNERSHIP PROJECT**

Mandatory Pre-Proposal Meeting: **MARCH 8, 2023 at 9:00 A.M.**
Location: Hall Ranch Trailhead
31635 S St Vrain Drive, Lyons, CO 80540
[40.211915, -105.288662](#)

RFP Questions Due: MARCH 14, 2023 – 2:00 P.M.

Submittal Due Date: **MARCH 23, 2023 – 2:00 P.M.**

Email Address: purchasing@bouldercounty.org

Documents included in this package:
Proposal Instructions
Bid Security and Required Bonds
Terms and Conditions
Specifications
Insurance and W-9 Requirements
Submittal Checklist
Proposal Section
Signature Page
Attachments: A-Project Site Map
B-Prescription Appendix
C-Memorandum of Understanding
D-Grant Award Letter / Amendment
E-Purchase Order Terms
F-Sample Contract

Please click on the link below to access the additional files for this project:
<https://www.dropbox.com/scl/fo/5sa5ebu9gkm7vfu6pyovj/h?dl=0&rlkey=4na9axdqk674z42ttxgz37iqj>



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PROPOSAL INSTRUCTIONS

BACKGROUND:

Boulder County Parks and Open Space (BCPOS) is seeking formal proposals from qualified forestry contractors to perform ~ 390 acres of fuels reduction work in the Saint Vrain Watershed. Four (4) of the five (5) projects are located within close vicinity of the Ralph Price Reservoir. The official Project address is Button Rock Preserve 5092 Longmont Dam Rd, Lyons, CO 80540.

The deadline for Work to be completed is December 15, 2023.

Phase 1: Saint Vrain Forest Health Partnership Project is a ~ 390 acre combined project of five (5) strategically placed cross-boundary fuels reduction projects, involving a Partnership which includes the City of Longmont, Boulder Valley Conservation District and Longmont Conservation District, The Watershed Center, and Boulder County. All of these projects will be managed as one combined project, under one (1) contract, administered by Boulder County.

This Project entails both mechanical harvesting and manual 'cut and pile'. In addition, certain areas entail grinding (Eagle Ridge) and mastication (North Shore) of slash and tops. The remaining majority of the Project's slash treatment is proposed as pile and burn. Harvested material that meets extraction standards will be yarded, decked at various landings, then transported to the final destination, 7698 St Vrain Road, Longmont, CO 80503.

CONTRACT LANGUAGE:

The successful proposer will be required to enter into a Contract for Services and meet all insurance requirements as required prior to any work beginning. Work will not commence until the County has issued a Notice to Proceed to the selected Contractor.

All proposers are instructed to thoroughly review all the stated insurance requirements for this Project, the insurance requirements stated are the minimum and standard for Boulder County Government, for this Project. All hired contractors are required to meet the insurance requirements, as stated, for contracted services as part of the Boulder County contracting process. Owner/Sole Proprietors/Officer are not Exempt from the county's insurance

requirements and coverage limits. Please refer to the Insurance Requirements in this RFP. **Only the Primary Contractor is responsible for meeting the insurance requirements listed in this RFP and those listed in the Colorado Strategic Wildfire Action Program Grant. Please refer to additional insurance requirements in the Insurance Requirements section of this RFP.**

In the event the selected contractor is unable to commence work as agreed to, the Boulder County Commissioners may rescind the bid award and proceed to award the contract to another proposer based on the RFP, re-bid the work, or proceed in any lawful manner the County deems necessary.

BOULDER COUNTY BID AWARD:

Boulder County requires the formality of issuing a formal bid award for this Project. The Boulder County Board of County Commissioners are required to approve the Project Bid Award, in a public meeting, prior to processing a contract for services. A period of ten (10) days follows in which the county is required to adhere to the Boulder County Appeals Process.

PROJECT FUNDING REQUIREMENTS:

Funding for this project is supported by a combination of the Department of Natural Resources [Colorado Strategic Wildfire Action Program – Landscape Resilience Investment \(COSWAP-LRI\)](#) CMS Number: 178014 and Encumbrance Number: CTGG1 2023*2161; AMD 1 – CMS Number: 179786 and cash match from the various Partners identified above.

The Project shall be completed in compliance with the Contract documents prepared by the County and with all Federal and State regulations.

The Submittal Checklist gives a complete list of additional documentation required for evaluation of the Proposals in addition to the required General Proposal Documents.

The selected contractor will comply with all state and local licensing requirements, including but not limited to, filing the State of Colorado Statement of Foreign Entity Authority paperwork, if contractor is not a Colorado company.

The selected contractor will be required to be in good standing with the Federal Government, any agency that is not in compliance or in violation of Federal law will not be considered by Boulder County. Boulder County will not conduct business with any entities listed on the Federal Debarment Checklist.

Boulder County is an Equal Opportunity Employer and no otherwise qualified individual and/or company shall be subject to discrimination on the basis of race, color, religion, creed, national origin, ancestry, sex, age, sexual orientation (incl. transgender status), physical or mental disability, marriage to a co-worker and retaliation for engaging in protected activity (opposing a discriminatory practice or participating in an employment discrimination proceeding) in any phase of employment or selection for this Project.

Boulder County and duly authorized officials of the State and Federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Contractors involving transactions related to this local program and contract.

SAM.GOV (System for Award Management) REGISTRATION:

A copy of your business' registration in sam.gov submitted with your PROPOSAL is required.

DUNS NUMBER:

A copy of your business' DUNS number submitted with your PROPOSAL is required.

CERTIFICATE OF GOOD STANDING:

A copy of your business' State issued certificate submitted with your PROPOSAL is required. Contractor shall be authorized to do business in the State of Colorado and shall provide the county a current Certificate of Good Standing evidencing such authorization. Furthermore, contractor shall be responsible for all applicable sales and employment taxes.

PAYMENT AND INVOICING:

Payment will be based upon work completed, inspected and approved by the County in increments of twenty-five percent (25%) for progress achieved at the time of invoicing. Invoices are paid Net 30 upon acceptance of work by County and submittal of approved invoices.

The County does not have any prevailing wage requirements for this Project.

Final payment of required held retainage will be paid upon satisfaction of the required Notice of Final Settlement. It is anticipated that five percent (5%) will be held on each invoice submitted.

Contractor shall submit, in writing, to Boulder County, a request for payment. Invoices shall be submitted on company letterhead and include, but not limited to, depending on the activity completed, designated project name, date(s), type of work performed and should contain sufficient information detailing all expenses. Additionally, all invoices should contain the current date, invoice number, amount due and current return address. Contractors will also include any assigned Purchase Order numbers issued for the project and this Request for Proposal solicitation number.

Additionally, payment for each Project awarded is subject to the terms and conditions of the Boulder County issued Purchase Order.

BID SECURITY BOND:

A bid bond is required for this Project. Boulder County may require, at its discretion, bid security for construction or public works contracts when the price is expected to exceed \$50,000 and for any other contracts as determined by Boulder County to be in its best interest. Bid security provides assurance to Boulder County that the bidder will, upon award, fulfill its bonding and contracting obligations as required by the instructions to bidders. When bid security is required, as indicated in the instructions to bidders, the following terms apply:

- a. Bid security must be for an amount equal to 5 percent of the amount bid, unless otherwise stipulated in the instructions to bidders.
- b. Bid security must be in the form of a bond, issued by a surety company authorized to do business in Colorado, or a bank cashier's check made payable to Boulder County.
- c. **Bidders should scan and submit a copy of the bid security instrument with their bid submittal AND mail to Boulder County the actual bid security instrument, postmarked no later than the date of the bid deadline; SEE ADDRESS BELOW.**
- d. Bidder noncompliance with bid security requirements requires that the bid be rejected as nonresponsive.
- e. The bid security is submitted as a guarantee that the bid will be maintained in full force and effect for a period of thirty (30) days after the opening of the bids. Accordingly, after bids are opened, they shall be irrevocable for a period of thirty (30) days.
- f. If a bidder is permitted to withdraw his bid before award, at Boulder County's sole discretion, no action shall be had against the bidder or the bid security.
- g. Following award, if a contractor fails to deliver the required performance and payment bonds or refuses to enter into a contract with Boulder County under the terms of its winning bid, the contractor's bid shall be rejected, and its bid security will be enforced by Boulder County to the extent of actual damages.

Address for Bid Security Bonds:

Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302

This office is open Monday through Friday from 8:00 a.m. through 4:30 p.m.

PAYMENT BOND AND PERFORMANCE BOND:

A Payment Bond and a Performance Bond are each required and must equal 100% of the contract amount as outlined in the sample contract. Bidders may include the cost of this bonding into the total proposed cost. The bonds are due once the Bid Award is completed and prior to the execution of the contract.

The selected contractor will be required to submit the actual bonds to the County either in-person or by mail delivery. The contract will not be executed until the submitted bonds are received, verified and approved by the County, in writing.

A five percent (5%) retainage on all approved invoices submitted will be enforced and a Notice of Final Settlement posting will be required for this Project prior to the release of the secured bonds.

TAX EXEMPT:

Boulder County is a governmental entity as established under the laws of the State of Colorado and is exempt from paying sales tax. The County's Colorado tax-exempt number was issued on

January 4, 2002. The selected contractor will be provided the number and employer ID upon written request.

PRE-PROPOSAL MEETING:

A Mandatory, Pre-proposal meeting is scheduled, starting promptly at 9:00 a.m. on **MARCH 8, 2023**. Interested Parties are asked to meet at the Hall Ranch Trailhead located at 31635 S St Vrain Drive, Lyons, CO 80540; 40.211915, -105.288662. This will be an all-day meeting due to the number of projects and associated drive time.

The pre-proposal tour route involves rough 4WD roads with deep snowpack. **FOUR WHEEL DRIVE VEHICLES EQUIPPED WITH ADEQUATE SNOW TIRES AND TIRE CHAINS WILL BE REQUIRED FOR THIS PRE-PROPOSAL MEETING.** The Project Map, located in the attachments, is geo-referenced for mobile apps, i.e. Avenza PDF Maps.

CANCELLATION OF PRE-PROPOSAL MEETING:

IN THE EVENT OF A CANCELLATION, POTENTIAL PROPOSERS WILL BE NOTIFIED, VIA BIDNET, BY 4:00 P.M. ON MARCH 7, 2023. It is the responsibility of the Proposer to confirm whether the Pre-Proposal Meeting will take place.

Boulder County does not accept responsibility under any circumstances for Proposers showing up for the meeting if it has been canceled.

Proposals from firms not represented at the mandatory, pre-proposal meeting, and site visit will not be accepted.

ATTACHMENTS:

The following documents are part of this RFP:

1. Attachment A: Project Site Map
2. Attachment B: Prescription Appendix
3. Attachment C: Memorandum of Understanding Partnership Between Parties
4. Attachment D: Grant Award Letter and Amendment
5. Attachment E: Purchase Order Terms and Conditions
6. Attachment F: Sample Contract

WRITTEN INQUIRIES:

All inquiries regarding this RFP will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before 2:00 p.m. **MARCH 14, 2023**. A response from the county to all inquiries will be posted and sent via email no later than **MARCH 20, 2023**.

Do not contact any other county department or personnel with questions or for information regarding this solicitation.

SUBMITTAL INSTRUCTIONS:

Submittals are due at the email box only, listed below, for time and date recording on or before **2:00 p.m. Mountain Time on MARCH 23, 2023**. Vendors must answer whether line-item pricing information submitted with a bid is confidential or closely held.

Please note that email responses to this solicitation are limited to a maximum of 50MB capacity.

NO ZIP FILES OR LINKS TO EXTERNAL SITES WILL BE ACCEPTED. THIS INCLUDES GOOGLE DOCS AND SIMILAR SITES. ALL SUBMITTALS MUST BE RECEIVED AS AN ATTACHMENT (E.G. PDF, WORD, EXCEL).

Electronic Submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.

Email purchasing@bouldercounty.org; identified as **RFP # 7436-23** in the subject line.

All RFPs must be received, and time and date recorded by authorized county staff by the above due date and time. Sole responsibility rests with the proposer to see that their RFP response is received on time at the stated location(s). Any responses received after due date and time will be returned to the proposer.

The Board of County Commissioners reserves the right to reject any and all responses, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.

Contractors and their employees, subcontractors, and agents must comply with all federal, state, and local laws, regulations, ordinances, orders, and codes, as well as Boulder County policies, guidelines, and protocols.

AMERICANS WITH DISABILITIES ACT (ADA):

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator or the Human Resources office at (303) 441-3525 at least 48 hours before the scheduled event.



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TERMS AND CONDITIONS

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1. Proposers are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the proposer's risk.
 2. Each proposer will furnish the information required in the Request for Proposals.
 3. The Contract/Purchase Order will be awarded to that responsible proposer whose submittal, conforming to the Request for Proposals, will be most advantageous to the County of Boulder, price and other factors considered.
 4. The County of Boulder reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
 5. No submittal will be withdrawn for a period of thirty (30) days subsequent to the opening of proposals without the consent of the County Purchasing Agent or delegated representative.
 6. A signed purchase order or contract furnished to the successful proposer results in a binding contract without further action by either party.
 7. Late or unsigned proposals will not be accepted or considered. It is the responsibility of proposers to ensure that the proposal arrives at the purchasing email address prior to the time indicated in the "Request for Proposals."
 8. The proposed price will be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
 9. Any interpretation, correction or change of the RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and proposer will not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.

10. Confidential/Proprietary Information: Bids submitted in response to this “Invitation to Bid” and any resulting contract are subject to the provisions of the Colorado Open Records Act, 24-72-201 et seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the bid or resulting contract should be clearly stated in the bid and contract itself. Confidential/proprietary information should be readily identified, marked and/or separated from the rest of the bid. Co-mingling of confidential/proprietary and other information is NOT acceptable. Vendors must answer whether line-item pricing information submitted with a bid is confidential or closely held. Bids that do not identify confidential/proprietary information may be released in their entirety. Pricing totals contained in a bid are not considered confidential.

The Boulder County Attorney’s Office retains sole authority for determining whether the Colorado Open Records Act requires or permits Boulder County to disclose proposal or bid documents, or any information contained therein, pursuant to an open records request.

11. Boulder County promotes the purchase/leasing of energy efficient materials and products with low toxicity levels when availability, quality and budget constraints allow. Proposers are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Proposers are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product but is not excessive.
12. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage will be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel’s website: <http://www.colorado.gov/dpa/>.



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SPECIFICATIONS

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This Project entails both mechanical harvesting and manual 'cut and pile'. In addition, certain areas entail grinding (Eagle Ridge) and mastication (North Shore) of slash and tops. The remaining majority of the project's slash treatment is proposed as pile and burn. Harvested material that meets extraction standards will be yarded, decked at various landings, then transported to the final destination, 7698 St Vrain Road, Longmont, CO 80503.

HALL RANCH OPEN SPACE

The Hall Ranch Open Space Project, ~76 acres, is located on the west edge of the property. The project area borders the City of Longmont Button Rock Preserve to the west and the Roosevelt National Forest to the south. The north end of the Project Area is bordered by an ATV access road and a predominantly east-west oriented drainage. The east boundary is mostly defined by the main 4WD access road. The project area ranges in elevation from 6350' to 6900'. The average aspect is 177°, but varies greatly across the terrain. There is also high variability in slope, ranging from 5-53% with an average of 26.7%. This scope of work will apply to the two (2) units (both 38 acres) that have been designated "East" and "West" units at the far western end of Hall Ranch. Due to inadequate transportation access for harvested material, this is an 8" d.b.h. diameter cut limit 'cut and pile' marked project utilizing both individual 'leave' tree (ITM) and boundary marking. Boundary trees are marked with a vertical orange stripe facing into the unit. Leave trees $\leq 8''$ will be marked with an orange slash at approximately breast height, on the side of approach. All other ponderosa pine that is $\leq 8''$ d.b.h. will be cut and piled into compact slash piles no greater than 12' x 12' in size. Refer to 'Forest Operations and Transportation - Specifications and Considerations' for more specific information. Detailed inventories of each unit were completed prior to treatment and used to develop cutting prescriptions. Current and desired forest conditions are assessed in the context of the Boulder County Comprehensive Plan, Environment Resource Element Updated (2013). The following forest metrics were collected via 43 variable radius plots at randomly generated points using a Basal Area Factor 10 prism.

Hall Ranch Stand Summary

Stand Summary	Mean	Std Dev	n
Elevation (feet)	6586	137.4	43
Aspect (degrees)	177 (South)	131.9	43
Slope (percent)	26.7 (5-53%)	13.6	43
Basal Area (ft ² /acre)	96.5	34.1	43
DBH (inches)	10.3	3.9	415
Height (feet)	37.4	12.9	415
Crown Ratio (percent of total height w/ live crown)	6.4	1.8	415
Canopy Cover (percent closed)	70.6	19.8	43
Kind (unitless, 1=living, 2=dying, 3=dead)	1	0.3	415
Vigor (unitless, 1=dominant to 4=suppressed)	2.3	0.7	415
Dwarf Mistletoe Rating (unitless, 1=minor infestation to 6=fully infested)*	0.02	0.2	415
Age (years before present)	144	73.4	10
Ground Cover (percent ocular estimation from 1/300 acre subplot)			
Grass	22	15.2	43
Forbs	14	9.7	43
Rock	11	15.4	43
Duff	9	10.9	43
Litter	39	19.3	43
Bare	5	10.9	43

ANTELOPE PARK

The ~ 20 acre Antelope Park unit is located south of North St. Vrain Creek on the west side of the Sleepy Lion Trail draw. The northern sections of the management unit are steep and inoperable, while the southern strip is relatively flat and open. The operable acreage is primarily located around a meadow complex bordering Hall Ranch Open Space. The unit is a dense stand with an average basal area of 106.6 ft²/ac and has the highest number of trees per acre of any stand in Button Rock Preserve at 462 TPA. The unit has a relatively high proportion of Douglas-fir and smaller diameter distributions due to its mesic and north-facing site conditions. The unit has not had any historic management treatments. The unit is accessible via Fire Road #1 and a well-established two-track on Hall Ranch Open Space, which connects State Highway 7 to the area of Sleepy Lion Trail. High clearance vehicle, UTV, or ATV access is also possible via Fire Road #2 from Button Rock Dam in Button Rock Preserve. All take trees are marked with blue paint. Exclusion areas (e.g. riparian areas, cultural resources, etc.) are marked with “equipment exclusion zone” or “riparian management zone” tape. The prescription will create clumps, openings, edge habitat, and remove ladder fuels and slash. Where meadows are present, the prescription will combat meadow encroachment. Machine operable acreage should be reduced to target basal area of 20 – 40 ft²/ac. The steep, northern portion of the unit should have a residual basal area of 80 ft²/ac where marked for treatment. Slash will be hand piled into burn piles above the 6,400’ contour per Colorado State Forest Service BMPs. Tree boles will be removed from the site and transported to a log deck on Hall Ranch Open Space via designated routes for distribution as free firewood per an MOU with Boulder County.

Refer to ‘Forest Operations and Transportation - Specifications and Considerations’ for more specific information.

NORTH SHORE PROJECT

The ~22 acre North Shore unit is a relatively less dense, open stand of mostly pure ponderosa pine on the north shore of Ralph Price Reservoir. The unit has an average basal area of 69.9 ft²/ac and 99.4 trees per acre. This stand structure is a result of its site conditions and south-facing aspect as well as multiple thinning entries in 2005, 2006, 2007, and 2011. The unit is accessible via Fire Road #1 in Button Rock Preserve. A well-established two-track allows access into the interior of the unit. All take trees are marked with blue paint. Exclusion areas (e.g. riparian areas, cultural resources, etc.) are marked with “equipment exclusion zone” or “riparian management zone” tape. The prescription will create clumps, openings, edge habitat, and remove ladder fuels and slash. Where meadows are present, the prescription will combat meadow encroachment. The objective is to bring basal area down to 20-40 ft²/ac. Due to proximity to private residences, slash will be masticated on site. Tree boles will be removed from the site and transported to Boulder County’s St. Vrain Sort Yard or other designated site(s).

Refer to ‘Forest Operations and Transportation - Specifications and Considerations’ for more specific information.

COOK MOUNTAIN PROJECT

The Cook Mountain Project is composed of one approximately 132-acre unit located on the north through south facing slopes of Cook Mountain. Various sections of the unit were treated in 2009-2012. The unit features a very broad diameter class distribution, including some very large ponderosa pine (>26” dbh), and a moderate Douglas-fir component. The management unit ranges from relatively dense with an average basal area of 96 ft²/ac and 285.5 trees per acre to relatively low average basal area of 74.3 ft²/ac and 134.6 trees per acre on xeric southerly aspects. All take trees are marked with blue paint. Exclusion areas (e.g. riparian areas, cultural resources, etc.) are marked with “equipment exclusion zone” or “riparian management zone” tape. The prescription will create clumps, openings, edge habitat, and remove ladder fuels and slash. Along the ridgeline, the treatment will build fuel breaks by widening existing openings. The residual basal area for the northern part of the unit should be 40-60 ft²/ac, while the northern border that interfaces with the large meadow should have a residual basal area of 0 – 20 ft²/ac. Residual stands in southern and eastern portions of the unit should have a basal area of 20 – 40 ft²/ac. Fuel breaks along the ridge should have a basal area of 30 ft²/ac. Ponderosa pine should be removed in all size classes except the largest residual trees. All Douglas-fir and juniper should be removed except for a very few large residual Douglas-fir and select juniper in rocky or open terrain. The unit is accessible via Fire Road #1 and Fire Road #3 in Button Rock Preserve. Two well-established two-tracks allow access into the interior of the unit. Slash will be piled into burn piles above the 6,400’ contour per Colorado State Forest Service BMPs. Tree boles will be removed from the site.

Refer to ‘Forest Operations and Transportation - Specifications and Considerations’ for more specific information.

EAGLE RIDGE PROJECT

Eagle Ridge is a forest restoration project north of Lyons, CO and just south of the Larimer County line. The project is 130 acres in total, and the forest type is ponderosa pine dominant at 6,500 ft in elevation. The site conditions consist of an ecosystem that has departed from its historical range of variability as a direct result of fire suppression in the west. The forest at Eagle Ridge is densely stocked, with interlocking canopies consisting of small, suppressed, pole-sized ponderosa trees surrounding large diameter mature ponderosa trees. A forest inventory and analysis has shown that if wildfire should reach Eagle Ridge, it will result in a high severity and high tree mortality event with potential to damage local water supplies, infrastructure, and the surrounding forest. After the prescription is implemented, fire behavior is projected to be a low severity ground fire in up to 90th percentile fire weather conditions, making it easier and safer for wildland firefighters to manage. All management actions are aligned with NRCS practice standards, as well as desired future conditions as described in the GTR-373 "Principles and practices for the restoration of ponderosa pine and dry mixed-conifer forests of the Colorado Front Range." This is a 'leave tree' marked unit. All leave trees are marked with blue tape. All other unmarked ponderosa pine within the unit boundary are designated take.

Refer to 'Forest Operations and Transportation - Specifications and Considerations' for more specific information.

GOALS AND OBJECTIVES

- Goal: Reduce crown fire hazard and increase post-fire resiliency
- Objective: Reduce density of overstory trees such that active crown fire potential is reduced in up to or beyond 90th percentile weather conditions

- Goal: Recreate historical forest stand conditions consistent with local ecology on all operable acres
- Objective 1: Increase the complexity of forest structure by creating variably sized (up to two acres) and shaped treeless openings
- Objective 2: Retain a diversity of species and age-classes consistent with the historical range of variability for lower montane forests and in an arrangement that reflects the biophysical site conditions (residual tree groups will be ponderosa pine of a single age-class, with no more than 12 trees per group)
- Objective 3: Reduce basal area to an average of 30 square feet per acre across the project area.

Current Conditions

Trees per Acre (Overstory)	387
Trees per Acre (Understory)	742
Basal Area (Overstory)	142 ft ² / acre
Basal Area (Understory)	20 ft ² / acre

Desired Future Conditions

Trees per Acre (Overstory)	41
Trees per Acre (Understory)	20
Basal Area (Overstory)	< 35 ft ² / acre
Basal Area (Understory)	<10 ft ² / acre

Forest Operations and Transportation - Specifications and Considerations – ALL PROJECTS

The harvesting method for this project is tree-length log, processed at the stump. Felling may be accomplished by chainsaw or mechanical harvester. Yarding methods may include ground-based or aerial but must provide, at a minimum, front-end suspension of yarded stems. De-limbed logs will be yarded to the designated landing area and neatly decked. Specified material must be de-limbed, slash piled, and yarded to the landing within two (2) weeks of felling, except as allowed by the Project Manager. Final destination for material removed from the project is the St. Vrain Forestry Yard, 7698 St Vrain Road, Longmont, Colorado 80503.

1. Operational Specifications-Harvesting/Yarding

This is a fully marked project utilizing individual tree mark (ITM). Tree marking varies with the various Partners projects. Cook Mountain, North Shore, and Antelope Park projects are marked blue take tree. Hall Ranch is marked orange leave tree. Eagle Ridge is leave tree mark with blue flagging. All leave, take, and boundary trees will be marked at approximately breast height, on the side of anticipated approach.

All material $\geq 5''$ diameter will be de-limbed, yarded, and decked to the pre-designated landing area(s).

Stump height for felled trees will not exceed 6'' on the uphill side. If this is not attainable with fully mechanized harvesting, a chainsaw may be used to lower the stump to specs. The stump height standard will be enforced.

Slash, tops, and material $\leq 5''$ diameter will be placed in burn piles, free of dirt and debris, compact construction, and not to exceed 12' x 12' in total size. Hall Ranch Project: all cut material $\leq 8''$ diameter will be placed in burn piles. These piles should be evenly distributed throughout the project area in suitable openings. Slash must be piled directly off of the processor head or

hand piled. Dozer/decking blade slash piling is not permitted. Slash piles must be situated away from residual live overstory and sensitive plant communities to avoid future scorching.

Pre-existing dead/down material will not be yarded or processed and may remain in place.

Skidder/forwarder trails for yarding operations will be approved by mutual agreement between the Contractor and Project Manager.

All machinery, other than mechanical harvesters, will be restricted to operation on the pre-designated landings, established skid/forwarding trails, and haul roads.

2. Operational Considerations-Harvesting/Yarding

All equipment must be maintained and in good working order. Continuous and/or excessive oil, hydraulic, coolant, or fuel leakage will not be tolerated and will be reason to have the machinery removed immediately from the site. The Contractor will be held liable for any site contamination, including removal of any contaminated soil by the Contractor.

All bulk fuel storage/transfer tanks shall either be contained in a vehicle or, if stationary on-site, placed within a lined catchment basin or tank.

All equipment used on site shall be cleaned prior to arrival to ensure that noxious/invasive weed seed is not present. Machinery used will be subject to inspection by the Project Manager before unloading.

Any equipment maintenance and repair performed on site shall be done in a responsible manner with proper prevention/mitigation measures taken to alleviate any site contamination. Welding, outside of County burn bans, may only take place over bare mineral soil with a minimum of a 5# fire extinguisher and shovel within easy reach.

Mechanical harvesting and yarding operations will only be conducted when surface conditions are dry (below the plastic limit), frozen, or at least 1' solid snowpack is present. All reasonable measures will be taken to avoid rutting and excessive tracking/soil compaction. Significant and unnecessary site damage, as deemed by the Project Manager, will be the responsibility of the Contractor to rehabilitate at the direction of the Project Manager or their designee.

Excessive site damage and rub trees will not be tolerated.

Standard forestry "Best Management Practices" (BMPs') as outlined by the CSFS, are to be adhered to for all harvesting/treatment activities. Contractor is responsible for a thorough working knowledge of the current updated [2010 BMP Standards for the State of Colorado](#). All exclusion areas for wildlife, riparian areas, etc. will be clearly marked by the Project Manager.

All equipment operators shall have the experience and skills to operate the machinery in a responsible, safe, and efficient manner while being conscientious of natural resource and public values.

The Contractor will maintain a clean operation. All trash, refuse, and waste will be disposed of properly and hauled off site by the Contractor. The Contractor must provide on-site portable toilet facilities for their staff.

Fires are not permitted for any reason.

3. Site Rehabilitation – Landings and Skid/Forwarding Trails

The Contractor will be responsible for mitigating and repairing adverse equipment impacts and soil compaction at the project site. This will also include the landings/loading areas and the main access road located on the property.

The Contractor is responsible for removing all residual slash and debris from the landing/processing areas.

Landing and on-site haul road/skid trail rehabilitation will be the responsibility of the Contractor. This will include ripping and seeding. The landing and on-site haul road/skid trails will be inspected by the Project Manager upon project completion. Rehabilitation actions will be determined at that time.

The Contractor will be responsible for negative impacts and soil compaction to skid/forwarding trails within the units. The Project Manager and/or designee will inspect the forwarding/yarding trails and rehabilitation actions will be determined at that time. Most likely this will involve ripping and seeding.

BCPOS will provide the required seed mix.

Contractor will be held responsible for any unnecessary damage to public roads sustained during the project.

4. Safety and Conduct

The Contractor and employees, as well as any sub-Contractors, are expected to maintain a high degree of professionalism, situational awareness, and safety while being present on Boulder County property. The units being treated are on public land; therefore, it is highly likely that the Contractor will encounter public citizens utilizing trails and other available resources. In areas within the management unit that have established trail corridors, Boulder County will supply safety signs to be placed along appropriate trail corridors. It is the Contractor's responsibility to maintain adequate safety zones with regard to all components of its operation. Aspects of safety and conduct include, but are not limited to:

- A. All personnel associated with the Contractor will wear O.S.H.A. approved P.P.E. appropriate for their current duties.
- B. First aid equipment/supplies will be readily available for all workers, as well as reliable means of communication in the event of an emergency situation.
- C. Equipment operators will be responsible for maintaining an awareness of the safety zone surrounding their particular application/operation.
- D. One (1) 5# fire extinguisher will be in place on all operational machinery as well as trucks.
- E. One (1) hand tool (shovel, Pulaski, etc.) will be readily available for each employee currently on site for fire suppression, if needed.
- F. Unlawful, rude, or aggressive behavior will not be tolerated.

5. Transportation of Harvested Forest Products - Specifications & Considerations

In order to facilitate efficient and cost-effective transportation of the harvested material, **the contractor will be required to transport and deck all harvested material designated for removal** as outlined in the Forest Management Operational Specifications. Final destination for material removed from the project is the St. Vrain Forestry Yard, 7698 St Vrain Road, Longmont, Colorado 80503.

Contractor will have the sole responsibility for all resources and personnel needed to load, transport, and unload the material. No equipment or operational support will be provided by Boulder County. A loader may be staged at the final destination area if the contractor desires to do so. Self-loader trucks may be used as the primary means of product transportation, negating the need for an additional loader.

Decking areas at the final destination, 7698 St Vrain Road, Longmont, Colorado 80503 will be clearly identified by the Project Manager.

All truck drivers, whether employees or sub-contractors, will be fully licensed and experienced CDL drivers. Drivers must be experienced with driving in adverse conditions, on unimproved roads, that include steep/rough terrain. All transport equipment must be in fully operable condition as set forth by CDOT regulations.

The project areas and primary haul routes are located within Boulder County's most heavily visited parks. Several of the project units and haul routes are bisected by various trails. Safety and positive public relations are paramount for this operation, and should be treated as primary considerations for this project. Park users, by default, will always have the right-of-way.

If conflicts or safety issues arise, Parks and Open Space Resource Protection Staff, Longmont Resource Protection Staff and/or Boulder County Sheriff deputies will provide support, as needed.

Hauling will not be permitted on Saturday, Sunday or major Holidays (Memorial Day, Independence Day, Labor Day, etc.)

Due to the nature of the road and its surface material, the primary haul routes, within the boundaries of Hall Ranch and Button Rock Preserve, as well as Eagle Ridge, may be unsuitable for product transportation due to adverse weather and surface conditions. **Hauling will not be allowed when significant, avoidable damage (rutting) would occur as a result of unsuitable surface conditions/weather. If the contractor causes excessive damage to the road surface by hauling during restricted conditions/inclement weather, the contractor will be liable for fixing the damage, at contractor's expense.**

COUNTY RESPONSIBILITIES:

Provide contract oversight and provide clarification as needed.

CONTRACTOR RESPONSIBILITIES:

Perform forestry operational services per specifications.

AERIAL OPERATIONS:

Aerial operations are not a requirement of this Project, however, if a contractor does propose to utilize this method of operations in the Project, contractors will explain, in detail, their proposal and how they will manage for safety in all elements of the aerial harvesting operation.

- A. The contractor will provide pilots that are commercially certified by the FAA to fly aircraft appropriate to fulfill the requirements as described.
- B. Contractor will submit an Aviation Safety Plan.
- C. The contractor will submit a safety plan that includes a discussion of safety for public and staff. All authorized persons in the operational areas should have radio communications with the contractors designated project leader. The authorized persons in the staging/landing areas, or the treatment areas, should be wearing hardhats, hearing protection, and highly visible clothing (e.g. blaze orange).
- D. Contractor will adhere to all FAA, and other applicable agency regulations, as they relate to fire suppression for aerial operations, including fuel storage/staging.
- E. Contractor will be required to assure that it is operating within the constraints of the equipment being used, the given load, weather conditions, etc.
- F. Dust abatement will be required at staging/landing areas, when necessary.

- G. Contractor will provide personnel to control local traffic, in compliance with Federal, State and County regulations, during operations. Warning signs on roads leading to the operations shall be installed.

- H. Contractor will comply with the insurance requirements for aircraft liability as stated in the Insurance section of this RFP.

PERMITS, LICENSES, LOCATES AND CODES:

The selected Contractor shall have full responsibility for identifying and obtaining, prior to the start of work, and for maintaining throughout the term of the Project, any permits and licenses which may be required in order to carry out the work. The Contractor shall also be responsible for following all State and County codes, which may be required in order to carry out the Project. The Contractor shall also be responsible for all "locates" of all public utilities related to performing work under the terms of this Contract. The Contractor shall also be responsible for insuring that any of its subcontractors performing work on the Project satisfy the provisions of this paragraph.

Contractor is responsible to contact and coordinate with utility companies regarding protection of existing utilities and special requirements at utility crossing locations, as well as, other conditions where work is nearby existing utilities. Contractor shall be responsible for all costs of coordination with utilities including, but not limited to, outages, protection or support and any fees for costs from the utility.

CONTRACTOR LICENSING:

It is the responsibility of the selected Contractor to apply for and ensure the appropriate Contractor's license is obtained.

General contractors, HVAC contractors, and roofing contractors require licensing through the Boulder County Community Planning and Permitting Department. Electricians and plumbers are required to be licensed through the State of Colorado and registered with the Boulder County Community Planning and Permitting Department. Furthermore, it is required for all Architects, Professional Engineers and Professional Land Surveyors to be fully-licensed through the State of Colorado.

SUBCONTRACTORS:

Contractor is required to disclose to County the complete business name(s) of all potential subcontractors that will be assigned to this Project, should the Contractor be selected. Contractor acknowledges that it is completely responsible for the actions or inactions of its subcontractors. Contractor shall be responsible for the compliance of all subcontracting parties with the terms of the Contract and with any applicable local, state or federal laws or regulations. Contractor shall be solely responsible for timely payment of its subcontractors.

PROJECT COMPLETION SCHEDULE:

The date of completion will be on or by **DECEMBER 15, 2023**.

CONFLICT OF INTEREST:

Any party that has developed, designed or drafted specifications, requirements, statements of work and/or has participated in planning activities for this Project may be excluded from consideration for the award of this Project.

CHANGE ORDERS:

Any unplanned, change orders, modifications or additional services to this Project, shall be submitted by the Contractor, in a separate, written document, including a fee schedule and completion schedule and presented to the County for review. Approval from the County, in writing, must accompany all change order requests.

OVERNIGHT CAMPING:

Boulder County prohibits any overnight camping; all operational staff, including designated security staff, are not authorized to be present at Project site from sunset to sunrise, the open space property will remain closed during these hours to the contractor and its subcontractors and/or designated representatives and/or agents, unless specifically authorized by a BCPOS representative.

HOURS OF OPERATION:

Contractor work hours shall be designated as **Monday through Friday, 6:00 a.m. to 6:00 p.m.** Work on Saturdays and Sundays, nights, and designated Federal Holidays shall not be allowed unless approved, in writing, by the County.

OWNERSHIP OF WORK PRODUCT:

All work product, property, data, documentation, information or materials conceived, discovered, developed or created by the selected Contractor pursuant to this bid and subsequent Contract will be owned exclusively by the County. To the extent possible, any Work Product will be deemed to be a work made for hire. The selected Contractor unconditionally and irrevocably transfers and assigns to the County all right, title and interest in and to any Work Product.

The selected Contractor will agree to keep confidential all County Data, and will agree not to sell, copy, modify, reproduce, republish, assign, distribute, data mine, search or disclose any such confidential information to any other person or entity without the County's written permission, including metadata (e.g. aggregations of county data or analysis of county data content).

The Contractor shall not access County accounts or County Data, except in the event as required by the express terms of a written contract between the mutual Parties and/or at the express written request of the County. All data obtained by the Contractor in the performance of this solicitation resulting in a contract shall become and remain the property of the County. The Contractor shall not use any information collected in connection with the service issued from this solicitation for any purpose other than fulfilling a County contract for this RFP.



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

INSURANCE AND W-9 REQUIREMENTS

*Contractors are advised all funding participants are required to be listed as an Additional Insured for this Project. The participants are as follows:

- a. Boulder County
- b. City of Longmont
- c. Boulder Valley Conservation District
- d. Longmont Conservation District

INSURANCE REQUIREMENTS:

Commercial

General Liability

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products Completed Operations Aggregate
3 years Products/Completed Operations

Excess or Umbrella

Umbrella/Excess Liability insurance in the amount \$1,000,000.00, following form.

Automobile Liability

\$1,000,000 Each Accident
*Including Hired & Non-Owned Auto

Worker's Compensation and Employer's Liability

Statutory limits

Pollution Liability

\$1,000,000 Per Loss
\$1,000,000 Aggregate
Coverage maintained or extended discovery period for 3 years

REQUIRED FOR ANY AERIAL OPERATIONS:

Aviation Liability

On an "occurrence" basis, including products and completed operations, property damage, bodily injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

***In regards to General Liability, Umbrella/Excess Liability, and Pollution Liability:**

If any or all of these coverages are required above, additional insured status will be required at the time a contract is executed.

Note that the above insurance amounts are the minimum required for this project. Proof of current insurance must be provided with your proposal in the form of a sample certificate. You are NOT required to include additional insured status until the time a contract is executed.

If you require a waiver of insurance requirements, you may request one in your response with an explanation.

W-9 REQUIREMENT:

Provide a copy of your business's W-9 with your proposal.



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SUBMITTAL CHECKLIST

The proposer’s attention is especially called to the items listed below, which must be submitted in full as part of the PROPOSAL. Failure to submit any of the documents listed below as a part of your PROPOSAL, or failure to acknowledge any addendum in writing with your PROPOSAL, or submitting a proposal on any condition, limitation or provision not officially invited in this Request for Proposal (RFP) may be cause for rejection of the PROPOSAL.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL PACKAGE: Proposer will check each box indicating compliance:

INCLUDED	ITEM
	Name and Address of firm/Organization
	Telephone and Email address
	Name and Address of the Partners and Subcontractors – IF APPLICABLE
	A detailed project schedule with an all-inclusive total cost include Contractor’s ability to meet Project Completion Schedule
	Information on the relevant experience of key personnel
	State compliance with the Terms and Conditions in the Sample Contract Specifically list any deviations and provide justification for each deviation.
	State compliance with the Terms and Conditions in the Grant Agreement.
	Submit three (3) references for similar projects your firm has completed within the last three (3) years and contact information
	Contractor’s Duns Number
	Certificate of Good Standing
	SAM.Gov registration
	Proposal section (3-pages)
	Insurance Certificate – Proof of Insurance - SAMPLE
	Copies of Professional certifications and/or license - IF APPLICABLE
	If applicable, all information requested in the Aerial Operations section
	Bid Security Bond
	Payment bond and Performance Bond – State ability to meet requirement
	W-9 from current year
	Signature Page
	Line Item Pricing Question Response with Signature
	Addendum Acknowledgement(s)

THIS QUESTION MUST BE ANSWERED AS PART OF YOUR PROPOSAL PACKAGE: Bidder will answer Yes or No indicating compliance and complete signature block below:

YES OR NO	ITEM
	Do you customarily keep line-item pricing information, such as the information being submitted with this proposal, confidential or closely-held?

Company Name

Name of person and title submitting BID (PLEASE PRINT)

Signature of Bidder

Date



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EVALUATION CRITERIA

The proposals will be reviewed by a selection committee. The committee may request additional information from vendors or request interviews with one or more vendors. Final evaluation and selection may be based on, but not limited to, any or all of the following:

- A. Quality and completeness of proposal
- B. Qualifications and experience of the contractor
- C. Total cost
- D. Proposed project completion timeline

A scoring matrix with the order and priority of criteria to be used by the county in its evaluation and selection process is shown below:

Description	Points
Quality and completeness of proposal	30
Qualifications and experience of the contractor	30
Total cost	20
Proposed project completion timeline	20
Total Possible	100



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PROPOSAL SECTION

<u>Item Number</u>	<u>Item Description</u>	<u>Cost</u>	
1.	<u>Mobilization</u>		
	Hall Ranch	\$ _____	
	Antelope Park	\$ _____	
	North Shore	\$ _____	
	Cook Mountain	\$ _____	
	Eagle Ridge	\$ _____	
			<u>Total - Mobilization</u>
			\$ _____
2.	<u>Felling/Processing</u>		
	Hall Ranch	\$ _____	
	Antelope Park	\$ _____	
	North Shore	\$ _____	
	Cook Mountain	\$ _____	
	Eagle Ridge	\$ _____	
			<u>Total – Felling/Processing</u>
			\$ _____
3.	<u>Yarding</u>		
	Hall Ranch	\$ _____	
	Antelope Park	\$ _____	
	North Shore	\$ _____	
	Cook Mountain	\$ _____	
	Eagle Ridge	\$ _____	
			<u>Total – Yarding</u>
			\$ _____

4. Slash Piling

Hall Ranch	\$ _____
Antelope Park	\$ _____
North Shore	\$ _____
Cook Mountain	\$ _____
Eagle Ridge	\$ _____

Total – Slash Piling

\$ _____

5. Landing Operations

Hall Ranch	\$ _____
Antelope Park	\$ _____
North Shore	\$ _____
Cook Mountain	\$ _____
Eagle Ridge	\$ _____

Total – Landing Operations

\$ _____

6. Mastication

Hall Ranch	\$ <u> N/A </u>
Antelope Park	\$ <u> N/A </u>
North Shore	\$ _____
Cook Mountain	\$ <u> N/A </u>
Eagle Ridge	\$ _____

Total – Mastication

\$ _____

7. Grinding

Hall Ranch	\$ <u> N/A </u>
Antelope Park	\$ <u> N/A </u>
North Shore	\$ <u> N/A </u>
Cook Mountain	\$ <u> N/A </u>
Eagle Ridge	\$ _____

Total – Grinding

\$ _____

8. Log Transportation to 7698 St Vrain Road, Longmont, CO 80503

Hall Ranch \$ N/A
Antelope Park \$ N/A
North Shore \$
Cook Mountain \$
Eagle Ridge \$

Total – Log Transportation

\$

9. Site Rehabilitation

Hall Ranch \$
Antelope Park \$
North Shore \$
Cook Mountain \$
Eagle Ridge \$

Total – Site Rehabilitation

\$

TOTAL \$

Company Name

Name of person and title submitting PROPOSAL (PLEASE PRINT)

Signature of Bidder

Date



Boulder County Purchasing
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Boulder, CO 80302
purchasing@bouldercounty.org

SIGNATURE PAGE

Contact Information	Response
Company Name including DBA	
List Type of Organization (Corporation, Partnership, etc.)	
Name, Title, and Email Address of Person Authorized to Contract with Boulder County	
Company Address	
Company Phone Number	
Company Website	

By signing below, I certify that:

- I am authorized to bid on my company's behalf.
- I am not currently an employee of Boulder County.
- None of my employees or agents is currently an employee of Boulder County.
- I am not related to any Boulder County employee or Elected Official.
- (Sole Proprietorships Only) I am not a Public Employees' Retirement Association (PERA) retiree.

**Signature of Person Authorized to Bid on
 Company's Behalf**

Date

Note: If you cannot certify the above statements, please explain in a statement of explanation.