

REQUEST FOR QUALIFICATIONS

**VEGETATION MANAGEMENT AND
CONSERVATION PROJECT ASSISTANCE**

PROPOSALS DUE BY
5:00 p.m., Local Time, Monday, November 23, 2020

TECHNICAL QUESTIONS ABOUT THIS RFQ SHOULD BE DIRECTED TO
HEATHER NICHOLS BY EMAIL, nichols@yolorcd.org.

Yolo County Resource Conservation District
221 West Court Street, Suite 1
Woodland, CA 95695
(530) 661-1668

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SUMMARY

The Yolo County Resource Conservation District (YCRCD) is requesting pricing, experience and qualifications from contractors for on-call and as-needed vegetation management and conservation project assistance services, equipment repair, maintenance and small, conservation-related construction projects.

Services that may be requested include planting, seeding, herbicide treatment, mowing, weed whacking, discing, augering, bobcat work, tractor work, chainsaw work, irrigation installation and maintenance, and small construction projects (signs, fencing, habitat structures, etc.). Additional requests may include minor engine and equipment repair, equipment maintenance, and fabrication. Work requests may be distinct projects scheduled in advance or on an as-needed basis for single days, partial days or a series of multiple days. Response times of one week or less are required for as-needed requests. Adverse weather and site conditions may cause scheduled work to be delayed or rescheduled with less than 24 hours' notice. All project sites will be located within or adjacent to the County of Yolo in the State of California.

While funding for our projects comes from various public and private sources, the YCRCD is a public agency and contractors are required to comply with prevailing wage laws.

For this RFQ, we are requesting labor and material cost estimates from contractors for the variety of services listed above and any additional services offered.

Contracts will be awarded for labor and materials based on the rates submitted with a Not-to-Exceed amount ranging from \$500 to \$10,000. Contracts may be awarded for six months to one year and may be extended through the mutual agreement of the contractor and the YCRCD.



CALENDAR OF EVENTS *(This schedule is subject to change as necessary)*

Issue RFQ	Monday, November 9, 2020
Deadline for Written Questions	5:00 p.m., Local Time, Monday, Nov. 16, 2020
Proposal Submittal Deadline	5:00 p.m., Local Time, Monday, Nov. 23, 2020
Estimated Notification of Selection	Friday, November 27, 2020
Estimated AGREEMENT Date	December 11, 2020
Estimated Start of Work	December 14, 2020

YCRCD POINT OF CONTACT

Questions and correspondence regarding this RFQ should be directed to:

Yolo County Resource Conservation District
ATTN: Heather Nichols, Executive Director
EMAIL: nichols@yolorcd.org

SUBMISSION REQUIREMENTS

Applicants must include the following items with their proposal:

- Sample Draft Independent Contractor Agreement (Attachment A)
- Cover page (Attachment B)
- Pricing & experience (Attachment C)
- References (Attachment D)
- Staff resumes & work products/outcomes for similar projects

SCOPE OF WORK for selected contractor (CONTRACTOR), to be included in subcontract (AGREEMENT) will provide a list of services that may include:

- Equipment operation on conservation projects including the use of weed whackers, mowers, chainsaws, irrigation pumps, tractors, etc.
- Herbicide treatments of noxious invasive plant species in sensitive habitats
- Discing, seeding and mowing native perennial grassland sites
- Minor equipment repair of trailers, ATVs, irrigation pumps, mowers
- Small construction projects and equipment maintenance.



LANDOWNER COORDINATION/ACCESS

YCRCD will hold on file all necessary copies of applicable landowner or cooperator access agreements needed for CONTRACTOR. CONTRACTOR will receive and be expected to adhere to these agreement terms for the properties on which work is performed. CONTRACTOR may need to coordinate with farm managers or other personnel to gain access through gates, access water, etc.

PERMIT & LICENSE REQUIREMENTS

Eligible CONTRACTORs must possess a Pest Control Business License and a Qualified Applicator License for categories of C (Right-of-Way) and F (Aquatic) issued by the California Department of Pesticide Regulation. They must also have a permit to use herbicides and an operator identification number issued by the County of Yolo Agricultural Commissioner pursuant to the California Food and Agricultural Code Section 11732. CONTRACTOR will maintain all required certification and licensing throughout the term of the AGREEMENT. CONTRACTORs must be registered with the Department of Industrial Relations.

CONTRACTOR shall be responsible for application of pesticides according to the label. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable federal, state and local laws and regulations.

SELECTION CRITERIA

The selection criteria include, but are not limited to, the following:

1. Cost estimate for the work, as supported by the Pricing and Experience section (Attachment G)
2. Proof of all licensing and permit possession requirements listed above
3. Relevant job experience
4. References (at least three) from prior or current work

This RFQ is not intended to be for an exclusive services agreement. YCRCD retains the right, at its sole discretion, to award multiple CONTRACTOR(s) and add qualified CONTRACTOR(s) any time for selection and execution of a contract, provided they meet the minimum requirements of YCRCD.

AGREEMENT TERMS AND CONDITIONS

The CONTRACTOR selected through the solicitation process will be expected to execute a formal agreement with YCRCD for the provision of the requested services. Please see the sample agreement form (Attachment A) that follows for details regarding standard terms and conditions to be included in the Agreement.

AGREEMENT will be approximately six months in length and may be for approximately \$500-\$10,000.



ATTACHMENT A: SAMPLE DRAFT INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT NO. _____

THIS AGREEMENT is made this _____ day of _____, _____, by and between the Yolo County Resource Conservation District (“YCRCD”), and _____ (“CONTRACTOR”), who agree as follows:

TERMS

1. CONTRACTOR shall perform the following professional services: _____
2. CONTRACTOR shall perform said services between _____, _____, and _____, _____.
3. The complete contract shall include the following Exhibits attached hereto and incorporated herein: Exhibit A: Insurance Requirements, Exhibit B: Scope of Work _____.
4. Subject to CONTRACTOR’S satisfactory and complete performance of all the terms and conditions of this Agreement, and upon CONTRACTOR’S submission of an appropriate claim, YCRCD shall pay CONTRACTOR no more than a total amount of \$_____, as identified in _____.
5. CONTRACTOR, at his sole cost and expense, shall obtain and maintain throughout the entire term of this Contract, the insurance set forth in Exhibit A attached hereto.
6. To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify, and hold harmless the YCRCD, its officers, officials, employees and agents from any and all claims, demands, liability, damages, cost or expenses (including but not limited to attorney fees) in law or equity that may at any time arise or be asserted based in whole or in part upon any negligent or other wrongful act or omission of the CONTRACTOR, it’s officers, agents, or employees. CONTRACTOR responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
7. The services and obligations required of CONTRACTOR under this Agreement are not assignable in whole or in part. In addition, CONTRACTOR shall not subcontract any portion of the services required of CONTRACTOR by this Agreement without the express written consent of YCRCD. If any portion of the services required of CONTRACTOR are subcontracted, the subcontractor(s) shall maintain the same insurance as required of CONTRACTOR by this Agreement and CONTRACTOR shall be fully responsible to YCRCD for all work undertaken by subcontractors. Any SUBCONTRACTOR agrees to be bound to CONTRACTOR and YCRCD in the same manner and to the same extent as CONTRACTOR is bound to YCRCD under the Contract Documents. A copy of the YCRCD’s Contract Document Indemnity and Insurance provisions will be furnished to the SUBCONTRACTOR upon request.
8. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, medical condition, marital status, age (over 40) or denial of family-care leave, medical-care leave, or pregnancy disability leave. CONTRACTOR shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.) and the applicable regulations (Cal. Code Regs., tit. 2, § 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the

California Code of Regulations) are incorporated into this Agreement. CONTRACTOR shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all subcontracts entered into to perform work under this Agreement.

9. CONTRACTOR shall comply with all applicable laws and regulations, including but not limited to any, which are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. CONTRACTOR shall defend YCRCDC and reimburse it for any fines, damages or costs (including attorney fees) that might be incurred or assessed based upon a claim or determination that CONTRACTOR has violated any applicable law or regulation.

10. This Agreement is subject to the YCRCDC, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the YCRCDC's adopted budget and/or its receipts from California and the United States do not contain sufficient funds for this Agreement, YCRCDC may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which even YCRCDC shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services under this Agreement.

11. If CONTRACTOR fails to perform any part of this Agreement, YCRCDC may notify the CONTRACTOR of the default and CONTRACTOR shall remedy the default. If CONTRACTOR fails to do so, then, in addition to any other remedy that YCRCDC may have, YCRCDC may terminate this Agreement and withhold any or all payments otherwise owed to CONTRACTOR pursuant to this Agreement.

12. This Agreement may be terminated by CONTRACTOR only for good cause shown and upon at least 30 days advance written notice to YCRCDC. Upon such termination, YCRCDC is entitled to withhold and will be liable for no further payment of any compensation that has not been paid to CONTRACTOR prior to the receipt of that notice, unless the affirmative acts of YCRCDC have led to the justifiable termination by CONTRACTOR. Upon such termination, YCRCDC is entitled to recover from CONTRACTOR any paid compensation that has not been earned by CONTRACTOR, as well as any other costs and damages that YCRCDC may sustain if the termination is finally determined not to have been justified. This Agreement may be terminated by YCRCDC at any time, with or without good cause, but CONTRACTOR will be entitled to recover from YCRCDC any damages that it may suffer if such termination by YCRCDC is found to be without good cause.

13. Attached are licenses &/or certificates required by CONTRACTOR's profession (Indicating type; No.; State; & Expiration date), and CONTRACTOR certifies that he/she/it shall maintain them throughout this Agreement, and that CONTRACTOR's performance will meet the standards of licensure/certification.

14. CONTRACTOR understands that he/she is not an employee of YCRCDC and is not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave.

15. CONTRACTOR will hold in confidence all information disclosed to or obtained by CONTRACTOR which relates to activities under this Agreement and/or to YCRCDC's plans or activities. All documents and information developed under this Agreement and all work products, reports, and related data and materials shall become the property of YCRCDC. CONTRACTOR shall deliver all of the foregoing to YCRCDC upon completion of the services hereunder, or upon earlier termination of this Agreement. In addition, CONTRACTOR shall retain all of its own records regarding this Agreement and the services provided hereunder for a period of not less than four (4) years, and shall make them available to YCRCDC for audit and discovery purposes.

16. All communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at its respective address, as follows:



YCRCD
 Yolo County Resource Conservation District
 Attn: Heather Nichols, Executive Director
 221 W. Court Street, Suite 1
 Woodland, CA 95695

CONTRACTOR
 Name, Title
 Address
 City, State Zip

17. This Agreement constitutes the entire agreement of the parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. This Agreement may only be amended in writing signed by both parties, and any other purported amendment shall be of no force or effect. This Agreement, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act.

18. This Agreement may be executed in counterparts and a digital and/or electronic signature provided by either party shall be deemed the equivalent of an original signature and may be transmitted by one party to the other via electronic mail or facsimile, which taken together shall constitute one in the same agreement, each bearing original signatures, and shall be effective as of the date of the last signature appearing thereon by any electronic, digital, or facsimile signatures.

19. If any part of this Agreement is unenforceable or held to be unenforceable or invalid for any reason, all other enforceable and valid terms and conditions remain in effect.

20. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by affixing their signatures hereafter.

CONTRACTOR:

YCRCD:

 Contractor Signature

 Executive Director

 Printed Name

 Street Address/PO Box

 City/State/Zip

 Phone

CERTIFICATION: I hereby certify under the penalty of perjury that all statements made in or incorporated into this Agreement are true and complete to the best of my knowledge. I understand and agree that YCRCD may, in its sole discretion, terminate this Agreement if any such statements are false, incomplete, or incorrect.

 Contractor Signature

EXHIBIT A

SERVICE CONTRACT INSURANCE REQUIREMENTS

- A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.
1. Minimum Coverages (as applicable) - Insurance coverage shall be with limits not less than the following:
 - a. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate
 - b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) [include coverage for Hired and Non-owned vehicles.]
 - c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under an agreement, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
 - d. **Workers’ Compensation** – Statutory Limits/**Employers’ Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)
 2. YCRCD, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers’ compensation and professional liability coverages. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.
 - a. The Additional Insured coverage under the Contractor’s policy shall be “primary and non-contributory” and will not seek contribution from YCRCD’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
 - b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of YCRCD (if agreed to in a written contract or agreement) before YCRCD’s own Insurance or self-insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a “per occurrence” basis unless YCRCDC specifically consents in writing to a “claims made” basis. For all “claims made” coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase “tail” coverage covering the term of this Agreement and not less than three years thereafter. Proof of such “tail” coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
 4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and YCRCDC reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
 5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of YCRCDC. All self-insured retentions (SIR) must be disclosed to YCRCDC for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or YCRCDC.
 6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to YCRCDC (ten (10) days for delinquent insurance premium payments).
 7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by YCRCDC.
 8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
 9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects YCRCDC, its officers, agents, employees and volunteers. Any insurance maintained by YCRCDC shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.
 10. The insurer shall waive all rights of subrogation against YCRCDC, its officers, employees, agents and volunteers.
- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish YCRCDC with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, YCRCDC before work commences. Upon YCRCDC’s request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C.** During the term of this Agreement, Contractor shall furnish YCRCDC with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the

maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon YCRCDD's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. YCRCDD reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

- D.** Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and YCRCDD in the same manner and to the same extent as Contractor is bound to YCRCDD under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Contractor will provide proof of compliance to YCRCDD.

- E.** Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, YCRCDD at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.



ATTACHMENT B: COVER PAGE

Yolo County Resource Conservation District
221 West Court St. Suite 1, Woodland, CA 95695

RFQ # **2020-02**
ISSUE DATE: November 9, 2020

RFQ TITLE: VEGETATION MANAGEMENT AND CONSERVATION PROJECT ASSISTANCE

Proposals should be emailed to Heather Nichols by 5:00 P.M., LOCAL TIME, ON MONDAY November 23, 2020 at nichols@yolorcd.org.

The following must be included in a Cover Page with your submittal in order to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.

PROPONENTS MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Bids package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: _____ Date: _____

Signature: _____ Phone: _____ Fax: _____

Printed Name: _____ Title: _____ E-mail: _____

Street Address/PO Box: _____

City: _____ State _____ ZIP: _____

License No. (if applicable): _____ License Classification (if applicable): _____



ATTACHMENT C: PRICING & EXPERIENCE

Please attach additional pages if you would like to elaborate on any of the questions below.

Section 1: General Information

Name of Company: _____

Contact Person: _____

Email: _____

Phone: _____

Fax: _____

Address: _____

Business type (circle one): Individual Corporation Partnership

Federal Identification Number: _____

California Small Business Certification number: _____

Expiration date: _____

Section 2: Experience

2.1. Please describe your experience treating noxious weeds through mechanical or chemical methods. Include in your description the kinds of weed species treated, the location and environment you were working in, and methods and equipment used. Describe your weed identification capabilities and experience. (1-3 paragraphs)

2.2. Please describe your experience planting and maintaining native grasslands, riparian and on-farm hedgerow plantings. Include in your description the kinds of projects you have worked on, the location and environment you were working in, and methods and equipment used and the native plant species you have worked with. (1-3 paragraphs)

2.3. Please describe your experience working in sensitive environments. Have you worked in or near habitat for listed plant or animal species? Have you had to observe no-disturbance buffers or other avoidance measures? (1-3 paragraphs)

2.4. Please describe your experience operating and repairing heavy equipment, experience with irrigation installation and maintenance issues on irrigation systems used in habitat restoration and on-farm habitat improvements. (1-3 paragraphs)

Section 3: Materials and Rates

The selected contractor must establish an acceptable billing structure that includes rates for staff, equipment and materials. On Table 3.1, please fill in staff positions and associated hourly rates for each activity. Activities may include mowing, discing, spraying, seeding, planting, irrigation management and maintenance, weed-whacking, equipment operation, equipment repair, and/or equipment acquisition.



In addition, I indicate my concurrence with the following with my initials:

_____ My company and crew will work with the YCRCD management to assure that safety requirements are adhered to according to YCRCD policy.

_____ My company and crew will work with the YCRCD project manager and field biologists to assure that permit requirements are fulfilled if applicable.

_____ My company and crew will work with the YCRCD project manager and field biologists to assure that work is occurring in an effective and efficient manner.

_____ My company and crew will be respectful of the property where work will take place, and work courteously with farm managers and landowners as needed.

_____ My company will immediately inform the YCRCD project manager of any changes in ability to complete the work as agreed upon, in terms of scope or schedule.

ATTACHMENT D – REFERENCES

Provide a list of at least three (3) customers for whom you have recently provided similar services (preferably California State or local government agencies) and a brief description of these services. Be sure to include addresses and phone numbers. Attach additional pages as needed.

Reference Name: _____ City: _____
 Contact _____ Phone No.: () _____
 Date: _____
 Service Provided: _____

Reference Name: _____ City: _____
 Contact _____ Phone No.: () _____
 Date: _____
 Service Provided: _____

Reference Name: _____ City: _____
 Contact _____ Phone No.: () _____
 Date: _____
 Service Provided: _____

