



**REQUEST FOR QUALIFICATIONS  
for  
CERTIFIED CALIFORNIA BURN BOSSES  
& PRESCRIBED GRAZING PROFESSIONALS  
In Yolo and Solano Counties**

**PROPOSALS DUE BY  
5:00 p.m. PST, Monday, April 29, 2024**

TECHNICAL QUESTIONS ABOUT THIS RFQ SHOULD BE DIRECTED TO  
Tanya Meyer, BY EMAIL [meyer@yolorcd.org](mailto:meyer@yolorcd.org)

**Yolo County Resource Conservation District  
221 West Court Street, Suite 1  
Woodland, CA 95695  
(530) 661-1688**

**Solano Resource Conservation District  
1170 N Lincoln Street, Suite 120  
Dixon, CA 95620  
(707) 678-1655**

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## SUMMARY

The Yolo County Resource Conservation District (YCRCD) promotes land stewardship and is committed to conserving the natural resources of Yolo County by implementing on-the-ground, community-based projects that address evolving resource concerns. Yolo County RCD provides responsive, non-regulatory service to the community.

Solano Resource Conservation District (SRCD) works with public and private partners across Solano County to restore open space and wildlands, enhance habitat and ecosystems, educate students and stakeholders, and protect watersheds.

YCRCD and SRCD are soliciting Statements of Qualifications (SOQs) from Consultants providing professional services for one or more of the activities specified in the Scope of Services (see Attachment A) for various projects that shall be developed under “As-Needed Agreements,” depending on funding availability, as early as Spring 2024. The RCDs will solicit SOQs on an ongoing basis no less than every five years.

**The Scope of Services is not specific to any one project but rather a collection of the types of services and tasks generally needed within the particular disciplines.** This RFQ is an opportunity for Consultants to indicate what services they are qualified to provide and **is not a binding agreement.**

When the YCRCD or SRCD identifies a project requiring services described in this RFQ, we will contact a qualified Consultant or Consultants of our choice with details on the specific project scope of work, schedule for completion, budget, and payment provisions. 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 projects. All project sites will be located within or adjacent to the County of Yolo and the County of Solano in the State of California.

All work under the As-Needed Agreements would be initiated by YCRCD or SRCD contact. This could occur via telephone conversation, e-mail, or regular mail. Specific details of each work assignment would be determined during project initiation including the specific scope of work, schedule for completion of the specific project, fee response, and payment provisions. The RCD would then prepare a contract to memorialize the agreement reached during project initiation. The contract would be



signed by the RCD and the Consultant prior to the onset of work. Contracts may be awarded for six months to one year and may be extended through the mutual agreement of the Consultant and the RCD.

As-Needed Agreements will be funded by grants, contracts, or donations that YCRCD or SRCD has received or will receive from external funding sources. Only YCRCD or SRCD staff will be authorized to initiate projects or sign work orders under the As-Needed Agreements. Most agreements funded by grants or contracts will be paid after payment is received by the granting or contracting agency, which is usually a four- to six-week process. While funding for our projects comes from various public and private sources, the YCRCD and SRCD are both public agencies.

**DESIRED OUTCOMES:**

YCRCD and SRCD desire to contract with one or more Consultants specializing in prescribed grazing or prescribed fire used for vegetation management and/or fuel reduction projects and having the capacity to quickly execute contracts and efficiently deliver services. A Consultant need not specialize in all services listed in Attachment A. Additionally, the YCRCD and SRCD desires to contract with Consultants that are able to work collaboratively with RCD staff where feasible, rather than always taking on the entirety of a project. Should the YCRCD or SRCD choose to enter into contract with a Consultant, a contract will be executed between YCRCD or SRCD and the selected Consultant.

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

Issue RFQ:	Monday, April 1
<b>Deadline for Written Questions:</b>	<b>5:00 p.m., Local Time, Monday, April 8</b>
Answers to Question Released:	Friday, April 12
<b>Proposal Submittal Deadline:</b>	<b>5:00 p.m. PST, Monday, April 29</b>
Estimated Notification of Placement on List:	Friday, May 3
Contracts executed:	on an as-needed basis

**POINT OF CONTACT**

Written Questions and correspondence regarding this RFQ should be directed to:

**Yolo County Resource Conservation District**  
ATTN: Tanya Meyer  
EMAIL: meyer@yolorcd.org

**Questions and SOQs will be shared between the YCRCD and SRCD.**

## **SUBMISSION REQUIREMENTS**

Responses shall be submitted by email to Tanya Meyer at [meyer@yolorcd.org](mailto:meyer@yolorcd.org), as a single PDF file containing the following required contents. Hard-copy responses will not be accepted.

**1. Cover Letter (no longer than 1 page)**

The cover letter should convey a clear understanding of the requirements and objectives, and why the respondent is uniquely qualified to be awarded a contract.

**2. Respondent's Qualifications**

Responses to the items in the Scope of Services (see Attachment A). Indicate clearly which technical services your firm proposes to provide, using the terminology and numbering listed in Attachment A. Additionally, indicate whether your firm is available to work throughout the entire geographic scope listed, or only in specific counties.

**3. Proposed Respondent Team**

Please include the qualifications, training, and certifications of the project manager, and all other staff who will perform the services outlined herein. Include a resume for each listing: education, experience, and expertise in this type of work.

**4. Fee Schedule**

This section should identify the billing rates for listed personnel, as well as other expenses that would be charged in conjunction with the work. As much as possible provide other expenses as per hour, day or per unit costs.

**5. Conflicts**

This section should identify whether respondent anticipates they would need to obtain conflict waivers from any existing clients and how respondent anticipates addressing any potential conflicts with respect to any member agencies.

**6. References**

The names, addresses, and telephone numbers of up to three (3) public agency clients who have contracted with the respondent for services similar to those described in this RFQ within the last five years.

**7. Debarment or other Disqualification:**

Respondent must disclose any debarment or other disqualification as a supplier or vendor for any federal, state or local entities. Respondent must describe the nature of the debarment/disqualification, including where and how to find such detailed information.

## **ADDITIONAL INFORMATION**

### **Permit, Certification and License Requirements**

CONSULTANTS interested in being considered eligible to provide prescribed fire planning must possess a Prescribed-Fire Burn Boss state certification for prescribed fire projects.

CONSULTANTS interested in being considered eligible to provide rangeland management services must possess a Certified Rangeland Manager certification from the California-Pacific Section of the Society for Range Management for prescribed grazing projects.

CONSULTANT will maintain all required certification and licensing throughout the term of the AGREEMENT.

### **SELECTION CRITERIA**

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

1. Experience and demonstrated competence of the identified key areas of service
2. Reference recommendations
3. Verification of all licensing and permit possession requirements listed above
4. Comprehensive consultant fee schedule
5. Thoroughness of submission

*The YCRCD and SRCD reserve the right to award a contract based on written responses only, however oral presentations and written questions for further clarifications may be required of some or all of the respondents.*

#### **RIGHT TO REJECT PROPOSALS:**

*Submission of a proposal indicates acceptance by the respondent of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between the RCD and the firm selected. The RCDs reserve the right without prejudice to reject any or all proposals.*

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

### **AGREEMENT TERMS AND CONDITIONS**

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

## ATTACHMENT A: SCOPE OF SERVICES

### GEOGRAPHIC SCOPE:

Work may take place within Yolo County and/or Solano County, California and surrounding areas.

### TECHNICAL SCOPE:

Work may require reviewing and approving plans written by Yolo County RCD or Solano RCD staff, and may require **one or more** of the following services for a specific project:

1. **Prescribed Grazing Plan Certification** Working with Solano and Yolo County Resource Conservation District technical staff – develop and/or review initial plan drafts, provide necessary feedback, and when complete, certify individual prescribed grazing plans for fuels management in high-fire areas of their perspective counties. Site visits may be required.
2. **Prescribed Burning Plan Certification** - working with Solano and Yolo County Resource Conservation District technical staff, develop and/or review initial plan drafts, provide necessary feedback, and when complete, certify individual prescribed burn plans for fuels management in high-fire areas of their perspective counties. Site visits may be required. If requested:
  - a. Supervise and coordinate prescribed burning projects to ensure burns are conducted safely and within prescription.
  - b. Conduct after-action review.



**ATTACHMENT B: SAMPLE YCRCD AGREEMENT AND INSURANCE REQUIREMENTS**

AGREEMENT NO. \_\_\_\_\_

THIS AGREEMENT (“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. This Agreement 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 its sole cost and expense, shall obtain and maintain throughout the entire term of this Agreement, the insurance set forth in Exhibit A: Insurance Requirements attached hereto.
6. To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify, and hold harmless 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 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 required by 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 this Agreement. A copy of this Agreement will be furnished to any 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 YCRCDC, the State of California and the United States appropriating and approving sufficient funds for the activities required of CONTRACTOR pursuant to this Agreement. If 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 CONTRACTOR, in which YCRCDC shall have no obligation to pay CONTRACTOR any further funds or provide other consideration and CONTRACTOR shall have no obligation to provide any further services under this Agreement. The determination of whether YCRCDC's adopted budget contains sufficient funds for this Agreement is in the sole discretion of YCRCDC.

11. If CONTRACTOR fails to perform any part of this Agreement, YCRCDC may notify 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 thirty (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 determined not to have been justified. This Agreement may be terminated by YCRCDC at any time, with or without good cause, by giving at least thirty (30) days advance written notice to CONTRACTOR.

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

14. CONTRACTOR understands that it, and its employees, are not employees of YCRCDC and are not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave from YCRCDC.

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:

YCRCDC  
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, may 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 the Superior Court of the State of California in and for the County of Yolo 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:

YCRCDC:

\_\_\_\_\_  
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 YCRCDC's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. YCRCDC 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 YCRCDC in the same manner and to the same extent as Contractor is bound to YCRCDC 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 YCRCDC.
- 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, YCRCDC at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.