



**EL DORADO RESOURCE CONSERVATION DISTRICT**

**REQUEST FOR PROPOSALS NO. 02-2021**

RELEASE DATE: January 12, 2021

CLOSING DATE: Proposals must be received by February 5, 2021 by 4:00 p.m.

PROJECT TITLE: “FA50 PHB – USFS II CAMINO-POLLOCK PINES UNIT”

CONTACT PERSONS:

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District Manager  
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El Dorado Resource Conservation District  
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Placerville, CA 95667  
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Release of RFP	January 12, 2021
Pre-Proposal Meeting	January 25, 2021
Final RFP Questions Due	January 27, 2021
Pre-Proposal Question Responses Posted	January 27, 2021
Proposal Due Date	February 5, 2021
Review and Evaluations	February 9, 2021
Notice of Intent to Award	February 9, 2021
Contract Award and Notice to Proceed	February 15, 2021

Proposals for the FA50 PHB – USFS II CAMINO-POLLOCK PINES UNIT will be received by the RCD at 100 Forni Road, Suite A, Placerville, CA 95667 until February 5, 2021. Submit proposals to:

Mark Egbert, District Manager  
FA50 PHB – USFS II CAMINO-POLLOCK PINES UNIT  
El Dorado Resource Conservation District  
100 Forni Road, Suite A  
Placerville, CA 95667

The RCD will conduct a non-mandatory pre-proposal meeting at the project area on January 25, 2021 beginning at 11:00 a.m. The meeting will commence at the intersection of Cable Road and the SMUD Transmission Powerline Corridor, Camino, CA 95709. Please contact the District office for details. All interested parties are requested to R.S.V.P to Mr. Mark Egbert by email at [Mark.Egbert@ca.usda.gov](mailto:Mark.Egbert@ca.usda.gov). Questions concerning the RFP need to be submitted no later than January 27, 2021 at 4:00 p.m. in email format to [Mark.Egbert@ca.usda.gov](mailto:Mark.Egbert@ca.usda.gov). Responses to questions from the pre-proposal meeting and questions submitted via email will be posted as an addendum to the RFP at the RCD website ([www.eldoradorcd.org](http://www.eldoradorcd.org)) no later than January 27, 2021 at 5:00 p.m.

All interested and qualified firms are invited to submit a proposal in accordance with the terms and conditions stated in this Request for Proposals which can be accessed at the RCD website ([www.eldoradorcd.org](http://www.eldoradorcd.org)).

## **BACKGROUND**

The RCD is seeking proposals from qualified and experienced contractors to provide all labor, materials and equipment necessary to carry out the FA50 PHB – USFS II CAMINO-POLLOCK PINES UNIT (Project). The RCD retains the right to award to one or more contractors to ensure that the Project is completed within the specified time frame.

Proposers are advised that **this is not a sealed bid or low bid process.** The RCD intends to make an award(s) using the evaluation criteria listed in the specification to determine the proposal with the best value for the RCD.

The respondents are expected to identify the cost to complete the work and provide firm unit costs as identified in the **Schedule of Items/ Cost Proposal Form** for each Item specified. The actual quantities required may fluctuate up or down, the unit prices proposed by each respondent will remain firm and will not be negotiated. All unit prices shall include all necessary overhead and profit. Items not listed in the schedule of values such as preparation and submittal of necessary permits, profit, etc. shall be distributed throughout the respondent's unit costs for the items listed. The respondent must submit pricing as requested in the RFP.

Respondents are advised that the maps, statement of work, and specifications included in this solicitation are intended to be the basis for performance of the Project and for the purpose of establishing a cost proposal for completing the work. The maps, statement of work and specifications were prepared by the RCD and convey the general overall scope and nature of the Project, including descriptions of the environmental mitigation and protection requirements.

## **PROJECT SUMMARY**

The Project is Phase B of the Fire Adapted 50 series of projects identified by the California Department of Forestry and Fire Protection (CAL FIRE), U.S. Forest Service, the El Dorado Resource Conservation District and the Georgetown Divide Resource Conservation District and is consistent with the Fire Adapted Communities component of the National Cohesive Wildland Fire Management Strategy. Fire Adapted 50 was developed to strengthen and expand existing fuel breaks in the Wildland Urban Interface/Intermix (WUI) zone of the SOFAR Watershed and consists of several projects primarily located along the Highway 50 corridor where there have been five large and devastating fires in the last 40 years.

## **PROJECT AREA**

The Project is located near Pollock Pines in central El Dorado County, California at an elevation of approximately 3000 feet MSL.

Slate Mountain USGS 7.5-minute Quadrangles, MDBM. T11N, R12E, Sec. 21, 28, 29, 30.

Pollock Pines USGS 7.5-minute Quadrangles, MDBM. T11N, R12E, Sec. 22, 23, 26, 27.

It is approximately 40 miles east of Sacramento and can be accessed from U.S. Highway 50 via Cable Road and/or Forebay Road. Land uses within and surrounding the Project area include single-family residential and commercial development and public lands. The Project area is entirely within lands of the El Dorado National Forest.

## **PROJECT OBJECTIVES**

The overall objectives of this Project are to return forests and uplands to a more managed, fire resistant condition and to ensure that the community's risk to wildfire has been reduced. This fuel modification treatment strategy has identified the Project as a WUI defense zone where the focus is on protecting life and property. This strategic

fuel management project should help to contain wildfires and facilitate long-term stewardship through practices such as continued mechanical and hand treatment and prescribed fire.

Specific goals include:

- 1) resilient landscapes;
- 2) fire adapted communities; and
- 3) safe and effective wildfire response.

The Project area is comprised of approximately 500 +/- acres. The actual area to be treated will depend on topographic, environmental and cultural variables as well as analysis of cost.

### **SCOPE OF WORK**

Treatment prescriptions are determined for a given stand or unit based on stand characteristics, proximity to residences and infrastructure, slope, and the presence of sensitive resources. Treatments may include a combination of thinning and masticating brush and smaller trees. In areas with significant tree mortality (greater than 30 percent of stand basal area), dead trees may be felled. Disposal of biomass may include but is not limited to mastication using a tracked masticator, or chipping with a tracked chipper. Pile burning is not permitted. No commercial harvesting will occur as part of the project. Treatments will generally be implemented as follows:

- Selected live trees less than 12-inches diameter at breast height [DBH] will be removed to achieve a residual tree density of 100 to 150 trees per acre (17 to 21 foot spacing). Thinning will favor tree species diversity and will retain less common tree species within a stand, where feasible.
- Dead trees that are less than 12 inches DBH will be removed concurrently with live trees. Downed trees and slash less than 12 inches DBH will also be removed, chipped, masticated or burned.
- Residual trees will be pruned a minimum of 12 feet from the ground while maintaining a minimum 33 percent live crown.
- No treatments using heavy machinery (e.g., masticators, tractors, or chippers) will be implemented on slopes greater than 45 percent.

Emphasis will be placed on mastication to achieve the desired end result because it is generally the most cost-efficient and effective method available. All treatments with mastication will be conducted in accordance with the project design criteria.

### **PROJECT DESIGN CRITERIA - OPERATIONS**

Mastication is proposed to remove shrubs and trees up to 12 inches DBH through grinding or chipping with a masticating machine. Thinned trees may be felled and processed by the masticator, or hand felled and processed by the masticator. Treated trees will be ground to a depth no greater than three inches with a piece size no longer than 18 inches. All stumps will be cut to no more than six inches above the ground. Masticated brush will be left at a depth of four inches or less above the ground. A combination of track-mounted and drum masticators may be used. Masticators may only operate on slopes less than 45 percent, where accessible by existing roads, and where no design criteria specifications preclude their use.

Where mastication is not feasible or prohibited by design criteria, hand thinning and chipping would be used. Hand treatments include using chainsaws to cut brush and trees and prune residual trees to change the structure of live and dead material in treated stands. Chipping with a track-mounted or tow behind chipper is the preferred method of slash disposal in hand-thinned areas. Pile burning is not permitted.

### **PROJECT DESIGN CRITERIA – ENVIRONMENTAL PROTECTION**

#### General

- All standards and guidelines from the Eldorado National Forest Land and Resource Management Plan (1989), as amended by the 2004 Sierra Nevada Forest Plan Amendment will be followed.
- All Best Management Practices described in the National BMPs for Water Quality will be followed (FS-990a, April 2012).
- If any Threatened or Endangered species is discovered during project implementation a qualified biologist or botanist will be informed and appropriate measures will be implemented to avoid impacts prior to further work.

Specific

Water Bodies

AW1: Mastication equipment exclusion buffers around water bodies for protection of water and aquatic resources are detailed in Table 1 (S&G 92, 110). Masticators are not allowed to operate within 15 feet of streams (perennial, intermittent, or ephemeral), draws, or special aquatic features. Special aquatic features include lakes, ponds, wet meadows, wetlands, springs, fens, and seeps.

Table 1. Equipment exclusion zones

Aquatic Feature	Mastication equipment exclusion <sup>d</sup>	Mastication equipment exclusion within California red-legged frog (CRLF) aquatic breeding habitat or within one-mile of aquatic breeding habitat <sup>f</sup>
Perennial stream <sup>a</sup>	15 feet	300 feet <sup>g</sup>
Intermittent stream <sup>a</sup>	15 feet	150 feet <sup>g</sup>
Ephemeral stream <sup>a</sup>	15 feet	150 feet
Draws <sup>b</sup>	15 feet	N/A
Special aquatic features <sup>c</sup>	15 feet	N/A

a - For streams, distances are as measured from the edge of the channel or riparian vegetation, whichever is greater.

b - For draws, distances are as measured from the bottom of the draw. Draws have a poorly defined channel, and generally do not show evidence of recent flow.

c - For special aquatic features, distances are as measured from edge of wet area or riparian vegetation, whichever is greater. Special aquatic features include lakes, ponds, meadows, wetlands, springs, and seeps.

d - Equipment is permitted to reach into zone with articulating boom mounted masticator.

e - Fire is permitted to back into exclusion zones.

f – Aquatic breeding habitat includes only specifically designated stream reaches and ponds.

g - These buffers will be waived for locations where pre-implementation surveys of potential breeding habitat find no evidence of CRLF breeding.

AW2: No drafting from natural watercourses is permitted.

AW3: No fuel storage shall take place within 300 feet from special aquatic features and perennial streams, and 150 feet from seasonally flowing streams (SNFPA, 2004). Refueling would take place in these zones only where there is no other alternative. (S&G 99, BMP Road-10)

AW4. Tightly woven fiber netting, plastic monofilament, or similar material shall be not used for erosion control or other purposes.

### ***California Red-Legged Frog***

AW5. Prior to implementation in any specific Treatment Unit a qualified biologist will conduct a visual encounter survey (day and night) for California red-legged frog in any suitable breeding and non-breeding aquatic habitat on National Forest System land in the Unit. Potential breeding habitat on private land will also be surveyed, provided we have appropriate access, or it will be treated as occupied.

AW6. A Limited Operating Period (LOP) will apply within one mile of occupied breeding habitat for California red-legged frog and have the following conditions:

- a. The LOP will start at the first rain event depositing a minimum of 0.25-inch after October 15 and continuing until April 15.
- b. During the LOP, mastication, chipping, and pile burning activities will cease within a one-mile buffer of occupied breeding habitat for 72 hours following a precipitation event (of 0.25-inch or greater) to avoid impacts to the frog in upland habitat. Hand thinning may continue during this time.
- c. The LOP will be waived for locations where pre-implementation surveys of potential breeding habitat find no evidence of CRLF occupancy or breeding.

AW7. Mastication is not permitted (Also specified in Table 1):

- a. Within 300 feet of occupied CRLF aquatic breeding habitat or perennial streams that are within one mile of occupied CRLF breeding habitat.
- b. Within 150 feet of intermittent streams located within one mile of occupied CRLF aquatic breeding habitat.
- c. These buffers will be waived for locations where pre-implementation surveys of potential breeding habitat find no evidence of CRLF breeding.

AW8. Mastication would not be permitted within 150 feet of any ephemeral stream course if the potential CRLF breeding habitat in that unit is confirmed to be occupied.

### ***Botanical Resources***

B1: To protect unique plant communities, lava caps shall be demarcated with flagging, stakes, or similar prior to initiation of work. No mechanical ground-disturbing activities shall occur within the demarcated areas. All project related equipment and vehicles shall remain on existing road corridors within lava caps; including no parking off road, heavy equipment travel, etc.

B2: Botanical surveys will be conducted for special status plant species during the appropriate blooming seasons prior to Project implementation in areas of potential habitat and/or areas with surveys older than 5 years for Forest Service sensitive plants.

B3: Following completion of surveys, Forest Service sensitive plant occurrences shall be flagged. Mastication will not be implemented within flagged areas. Hand felling of trees and shrub removal may be

conducted within occurrences if it is determined effects would be minimal or there will be beneficial effects on the site or habitat conditions.

### ***Terrestrial Wildlife Species***

Forest Service sensitive terrestrial wildlife species that occur or have the potential to occur within the Project area include northern goshawk (foraging only), California spotted owl, pallid bat, Townsend's big-eared bat, fringed myotis, and western bumblebee. With the exception of one observation of a foraging goshawk and California spotted owl, none of these species have recorded occurrences within the Project area. For the bats, potential for occurrence is considered low because there are no mines, structures, caves or old growth forest habitats present in the area. For the western bumblebee, suitable chaparral habitats are small and patchily distributed within the treatment units where they occur; and these habitats comprise a very small portion of the land to be treated. Grassland habitats are present in small, scattered patches within the treatment units, and are only incidentally included within treatment unit boundaries and are not planned for treatment.

No special provisions are required for avoiding impacts on foraging goshawks that may occasionally visit the Project area. The likelihood of goshawk nesting in the area is low to nil due to lack of suitable habitat and elevation range of the Project area. Design criteria B-2 and SR-1 minimize impacts to western bumblebee.

TW1: A limited operating period for California spotted owls (March 1 through August 15) shall prohibit mastication treatments within 0.25 mile of active California spotted owl nests unless surveys confirm that owls are not nesting or it is determined that the activity is unlikely to result in breeding disturbance considering the intensity, duration, timing and specific location of the disturbance (S&G 75, 76, and 77).

TW2: Mastication treatments shall be prohibited within California spotted owl protected activity centers within 500 feet of a California spotted owl nest structure (S&Gs 73 and 74.)

TW3: Dispersed pockets of small trees and understory brush shall be retained during mastication treatments, and follow-up prescribed fire treatments to the extent practicable, to provide cover for wildlife habitat. Downed logs greater than 16 inches in diameter will be retained during mastication treatments to the extent practicable.

TW4: In all treatment areas, prescriptions will be designed to maintain and/or enhance large hardwood trees (greater than 12 inches dbh) where they presently exist.

TW5: In the event that any special status species is discovered or sighted during any phase of the Project, all operations will cease and the supervising forester will take the appropriate action.

### ***Invasive Plants***

IP1: Invasive plants are known to occur in the Project area. Prior to Project implementation, known high-priority infestations will be flagged for avoidance.

IP2: If Project activities cannot be completely avoided within flagged infestations, risk minimization strategies shall be employed, such as working in the infested area last, working in infested areas when propagules are not viable, limiting the number of people or equipment within the infestation, and cleaning mechanical and hand equipment, clothing, boots, etc.

IP3: All off-road equipment will be cleaned to insure it is free of soil, seeds, vegetative matter or other debris before entering the Project area to prevent the introduction or spread of invasive plants. Prior to the start of operations, the supervising forester or other responsible individual will inspect all equipment for such debris.

IP4: Slash will be chipped into flagged infestation areas, if available nearby the work area, to avoid spreading invasive plant propagules into non-infested areas and in order to create a mulch layer that will discourage the regrowth of existing infestations.

IP5: Straw or mulch used for erosion control will be certified weed-free. A certificate from the county of origin stating the material was inspected is required. On-site material also may be used if it comes from a weed-free area. Any seed used for erosion control or restoration will be from a locally collected source.

### ***Soil Resources and Water Quality***

SR1: The Project may be conducted during the winter period. The Winter Operating Plan applies to the period November 15 to April 15. Heavy equipment cannot be used under saturated soil conditions as directed by the Supervising Forester. Saturated soil conditions may be indicated by potential for significant sediment discharge or equipment inoperability under its own power.

SR2: Mechanized mastication equipment operations shall generally be prohibited on slopes exceeding 45 percent.

SR4: If required, water bars will be installed at spacing prescribed by USFS standards or the Forest Practice Rules on any areas that are compacted due to equipment operations.

SR5: The contractor is required to remove processed material from roadside ditches or any water conveyance systems where it impedes flow.

### ***Cultural Resources***

CR1: Historic properties within the area of potential effects (APE) shall be protected from adverse effect through the application of the Approved Standard Protection Measures detailed in Appendix E of the "Programmatic Agreement among the USDA, Forest Service, Pacific Southwest Region (Region 5), the California State Historic Preservation Officer, the Nevada State Historic Preservation Officer, and the Advisory Council on Historic Preservation Regarding Processes for Compliance with Section 106 of the National Historic Preservation Act for Management of Historic Properties by the National Forests of the Pacific Southwest Region (Regional PA, 2013)." Specific protection measures for each site are documented in the Cultural Resource Management Report, Camino to Pollock Pines Fuels Reduction Project. R2019-0503-56007..

CR2: All resources at risk (RAR) within the APE shall be identified with flagging and/or on maps prior to initiating project activities. Exclusion zones shall be flagged in areas in which activities will occur within the APE and areas in which the archaeological survey has been deferred, per Appendix H of the Regional PA (2013), unless reviewed by the Archaeologist on a case-by-case basis.

CR3: Should any previously unrecorded cultural resources be encountered during implementation of this Project, all work in that area shall cease as soon as practicable and an archeologist shall be notified. Work may resume if approved by an archeologist subject to implementation of additional protection measures, as necessary to meet provisions in the Regional PA (2013). Should any cultural resources become damaged in unanticipated ways by activities proposed in this Project, the steps described in the Regional PA, 2013 for inadvertent effects shall be followed. Any known cultural resource sites found within the Project area will be flagged in advance of operations and avoided during implementation.

### ***Public Safety, Residences, and Recreation Sites***

PS1: Operations will be limited to the hours of 7 a.m. to 6 p.m. to minimize the potential for noise impacts on residences and recreation sites near and within the Project area.

PS2: All equipment will meet or exceed State standards for noise control.

PS3: To the degree possible, stationary noise producing equipment will be located as far as possible from sensitive receptors.

PS4: Warning signs shall be posted in work areas to alert oncoming traffic and recreational users to safety hazards associated with the Project.

PS5: Dust abatement measures including watering will be implemented at the direction of the Supervising Forester. No dust suppressing chemicals are permitted.

PS6: Vehicle speeds will be limited to 15 miles/hour on dirt roads and surfaces.

PS7: No visible dust transport will be permitted outside of Project boundaries. Operations will be suspended at the direction of the supervising forester if that occurs.

PS8: All equipment will conform to California emission standards.

### ***Transportation and Traffic***

TT1: Movement of equipment to and from the Project area will be subject to restrictions on timing and traffic controls to avoid congestion. Contractor will be responsible for any traffic control. Certified flaggers are not required. Traffic control measures should conform to CalTrans standard specifications for roads and intersections.

TT2: Warning signs shall be posted in work areas to alert oncoming traffic and recreational users (roads and trails) to the safety hazards associated with the operation.

TT3: To the degree possible, the locations and timing of Project activities will be coordinated with landowners to avoid simultaneous impacts on noise, air quality and traffic. The Supervising Forester will advise the contractor if any limitations on operations are imposed to avoid cumulative impacts.

### ***Other Issues***

OI1: Contractor will be responsible for ensuring protection of structures, property improvements, recreational facilities, fences, power lines and other utilities. Residual trees will be protected from damage.

OI2: Contractor will be responsible for ensuring protection of any underground water lines, - underground power lines or communication lines, septic systems and drainage structures. The Supervising Forester will provide location information prior to operations and provide protection measures if necessary. In the event that underground utility or water lines are suspected in an area where there will be equipment operations the contractor should contact 811 to have the lines located.

## **I. GENERAL PROVISIONS**

1. It is not the intent of the specifications to cover each and every detail. Any problems that may arise must be promptly reported to the RCD, and will be subject to the decision of the RCD. The Proposer is expected to carefully examine the size and scope of the proposed work prior to submitting its proposal. The Proposer certifies it has checked carefully all the quantities, specifications, maps and figures, and understands that the RCD will not be responsible for any errors or omissions on the part of the Proposer in compiling and submitting this proposal.

2. The Proposer agrees that they will provide the materials and/or perform the work herein under the terms and conditions set forth in the awarded contract and/or purchase order; and shall furnish and be responsible for all the labor, materials, tools, equipment, transportation, insurance, notifications, licenses, permits, and all other services and facilities necessary, including all incidental work and appurtenances as may be reasonably implied and as described in the specifications and other Contract documents. All costs incidental to these requirements will not be paid for separately but shall be included in the work, including testing, if needed. Proposer shall be responsible to pay all costs for permits, licenses, fees and insurance which may be required to perform the work required.

3. Proposer will obtain and maintain in full force and effect throughout the term of this Project, and thereafter as to matters occurring during the term of this Project, the following insurance coverage:

(a) Workers' Compensation insurance. If and to the extent required by law during the term of this Project, Proposer shall provide workers' compensation insurance for the performance of any of contractor's duties; including but not limited to, coverage for workers' compensation and disability, and shall provide RCD with certification of all such coverage's upon request by RCD.



b) Liability insurance. Proposer shall obtain and maintain in full force and effect during the term of this Project the following liability insurance coverages, issued by a company licensed (admitted) to transact business in the State of California and/or having a A.M. Best rating of A VII or better:

(1) General Liability. Commercial or comprehensive general liability [CGL] insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Proposer or any officer, agent, or employee of Proposer under this Project. CGL insurance shall name and include RCD its board members, officers, directors, employees, agents, landowners, consultants, successors and assigns (hereinafter RCD) as Additional Insured using ISO additional insured endorsement CG 20 10 04 13 or its equivalent.

(2) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Proposer's business of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence.

(3) Loggers Broad Form Property Damage (LBFPD). LBFPD insurance with minimum limits of TWO MILLION DOLLARS (\$2,000,000) each occurrence. Such LBFPD insurance shall name and include RCD as Additional Insured using ISO additional insured endorsement CG 20 10 04 13 or its equivalent, which endorsement shall include coverage for the Additional Insured with respect to liability arising out of the completed operations of Proposer, and which coverage shall be maintained for the benefit of the Additional Insured for a period of one year following completion of the Work specified contemplated hereunder. Additional insured coverage as required in this paragraph shall apply as primary insurance with respect to any other insurance or self-insurance program available to the any of the Additional Insured.

(c) Certificates. All insurance coverage's referenced above shall be evidenced by one or more certificates of coverage which shall be filed by Proposer with the RCD prior to commencement of performance of any of Proposer duties; shall be kept current during the term of this Project; shall provide that RCD shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the insurance coverages referenced above, the certificate of insurance or endorsements attached thereto shall also name RCD as additional insured; shall provide that if the same policy applies to activities of Proposer not covered by the awarded Agreement then the limits in the applicable certificate relating to the additional insured coverage of RCD shall pertain only to liability for activities of Proposer under this Project; and shall provide that the insurance provided is primary coverage to RCD with respect to any insurance or self-insurance programs maintained by RCD. Upon request of RCD, Proposer shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be approved by, RCD. At the option of and upon request by RCD, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects RCD, its officers, employees, agents and volunteers or Proposer shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) All policies and coverage procured by Proposer as required herein (collectively, "Policies") shall include a separation of insureds clause. The Policies shall not include a deductible in excess of \$10,000 per loss

without RCD's written approval. The Policies shall be endorsed to include (i) a waiver of subrogation and (ii) a provision that specifies the Policies are primary and that any insurance maintained by RCD shall not contribute with it and (iii) that the waiver of subrogation shall not affect the RCD's right, or any additional insured's right, to recover under such insurance policy. Proposer shall provide Proposer's insurance agent or broker with a complete copy of all insurance requirements set forth in this Section.

(f) All Policies described shall be procured to the satisfaction of RCD and shall be underwritten by an insurer acceptable to RCD (must be rated A-: VII or better in the A.M. Best's Key Rating Guide and licensed to do business in the state in which the Property is located or issued as a surplus line by a surplus line broker in the state in which the Property is located). Prior to entering the Project Area, Proposer shall furnish RCD with certificates of insurance and endorsements of all required insurance for Proposer. At RCD's election, RCD shall be entitled to inspect original Policies or require complete certified copies of Policies at any time. Such certificate of insurance shall provide that the coverage required herein shall not be cancelled or reduced except by written notice to RCD, giving at least thirty (30) days prior to the effective date of such cancellation or reduction. In the event the coverage evidenced by any such certificate is cancelled or reduced, Proposer shall procure and furnish to RCD, before the effective date of such cancellation or reduction, a new certificate conforming to the above requirements. If Proposer has failed for any reason to secure the Policies to the satisfaction of RCD upon execution of this Agreement, or if RCD has not been furnished a certificate of insurance as aforesaid within twenty (20) days from the Effective Date, then RCD shall have the right, in addition to any other remedy available to it, to (i) immediately terminate this Agreement on oral notice to Proposer or (ii) secure any or all of said Policies and pay for same from amounts payable or to become payable to Proposer.

(g) Proposer shall require its subcontractors to maintain in full force and effect commercially reasonable insurance coverage substantially similar in form and substance to the insurance coverage required of Proposer in this Section, as appropriate to the nature of subcontractors' operations, each with minimum limits of no less than TWO MILLION DOLLARS (\$2,000,000) each occurrence and/or general aggregate, as applicable, unless otherwise agreed to by RCD in writing. Proposer shall be solely responsible for monitoring compliance by such subcontractors with the aforementioned insurance requirements.

(h) Notwithstanding any other provision of this Project, and separate and apart from any obligation of Proposer to indemnify, if Proposer's insurance carrier fails or refuses to defend or indemnify pursuant to an additional insured endorsement because of a failure to obtain an additional insured endorsement, policy deductible, self-insured retention or unauthorized coverage deletion, Proposer shall stand in the place of its insurer and defend and indemnify to the same extent that an insurer issuing the coverage as required herein would under California law.

(i) All insurance certificates or other evidence of coverage required to be submitted to RCD pursuant to this Section 7 shall be sent to:

*EL DORADO RESOURCE CONSERVATION DISTRICT  
100 Forni Road, Suite A  
Placerville, CA 95667  
Attn: District Manager*

#### 4. Hold Harmless/Defense/Indemnification.

##### (a) In General

Proposer shall protect, defend, indemnify and hold harmless RCD, its board members, officers, directors, employees, agents, landowners, consultants, successors and assigns (hereinafter RCD) from and against all claims, demands, liabilities, causes of action, suits, legal or administrative proceedings for actual damages (including but not limited to special and consequential damages), natural resource damages, restitution, injuries, costs, response costs, remediation and removal costs, losses, debts, liens, interests, fines, penalties, charges and expenses (including but not limited to attorney's and expert witnesses fees and costs incurred in connection with

defending against any of the foregoing or in enforcing this indemnity provision) of any kind whatsoever paid, incurred, suffered by, or asserted against the RCD which are claimed to or in any way arise out of or result from the Proposer's services, operations, or performance of the awarded Agreement except for the sole or active negligence of the RCD. This provision shall survive the termination of any other agreement between the parties. The foregoing indemnity shall not have any dollar limitation. The foregoing indemnity is for the exclusive benefit of the RCD and in no event shall the indemnity rights hereunder inure to the benefit of any third party.

(b) Notwithstanding anything to the contrary in (a), Proposer shall defend and indemnify RCD, from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of Proposer to conduct the investigation or its failure after the investigation to not reasonably disallow an employee from having personal contact or providing personal service.

5. Compliance with Laws. Proposer shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Proposer expressly understands and agrees that Proposer is responsible for abiding by and complying with all federal, state, county and local laws, rules, regulations and ordinances, including, but not limited to, all "Hazardous Materials Laws" (as defined below) and all other laws related to forestry, logging and log hauling (if applicable); endangered species; wages and hours worked, including, but not limited to, the Fair Labor Standards Act of 1938, 29 U.S.C. § 201, et seq.; State Forest Practice Regulations; social security; unemployment insurance; workers' compensation; executive orders; OSHA; Cal/OSHA; labor code laws; migrant workers; seasonal workers; safety; environmental protection; and any other requirements set forth in this Agreement.

(b) For the purposes of this Agreement, "Hazardous Material Laws" shall include any and all federal, state and local laws, regulations, ordinances, codes and policies relating to substances, chemicals, wastes, sewage or other materials that are regulated, controlled or prohibited; or relating to pollution or protection of the environment, of natural resources or of public health and safety, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; the California Hazardous Waste Control Act, Cal. Health & Saf. Code § 25300, et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Cal. Health & Saf. Code § 25249.8, et seq.; and the California Porter-Cologne Water Quality Control Act, Cal. Water Code § 13000, et seq.

(c) Proposer represents and warrants that it and all its employees, including, but not limited to, its supervisors, foremen, labor recruiters and haulers, are, and at all times shall remain, in complete compliance with the Migrant and Seasonal Agricultural Worker Protection Act ("MSPA"), 29 U.S.C. § 1801, et seq. and the California Farm Labor Contractor Act ("CFLCA"), Cal. Labor Code § 1682, et. seq., and any and all other applicable federal, state and local laws regulations and procedures governing employers, including, but not limited to, agricultural employers/farm labor and migrant or seasonal agricultural workers, including all wage, overtime and deduction laws and regulations, health and safety laws and regulations, and bookkeeping and record-keeping requirements. Failure to comply with any of the laws, regulations or requirements described in Sections 9(c) and 9(d) shall be grounds for RCD to immediately terminate the Agreement upon oral notice to Proposer and without liability or further obligation of RCD.

(d) If Proposer is subject to the requirements of MSPA and/or the CFLCA, Proposer shall comply with all applicable requirements of both the MSPA and the CFLCA, such requirements are generally listed herein but not specifically limited to the following: Proposer shall at all times be registered as a Farm Labor Contractor with the applicable MSPA authorizations (housing, driving and/or transportation); Proposer shall retain all

payroll records relating to the Work for three (3) years following the completion of the performance of the Work (and Proposer acknowledges that RCD reserves the right to review such Proposer payroll records at RCD's sole discretion); Proposer shall make the required pre-employment disclosures to its employees; any Proposer-provided housing and/or transportation must be in compliance; and Proposer must provide adequate sanitary facilities and water on site.

(e) During the performance of this Agreement, Proposer certifies that it will not discriminate against any employee or applicant because of race, color, religion, sex, national origin, veteran or disability status and to comply with equal employment opportunity and non-discriminatory practices as cited under the Equal Employment Opportunity Clause of Executive Order 11246 and related regulations under 41 CFR 60-1.4. In addition, Proposer and any subcontractors shall abide by the requirements of 41 CFR 60-250.5(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) which prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and requires affirmative action by covered prime Proposer and subcontractors to employ and advance in employment qualified protected veterans and qualified protected individuals with disabilities. The anti-discrimination and human rights statutes of the State of California are all incorporated by reference into this Agreement. Proposer and its subcontractors shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. Proposer shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment as cited under the Equal Employment Opportunity Clause of Executive Order 11246 and related regulations under 41 CFR 60-1.4. In addition, Proposer and any subcontractors shall abide by the requirements of 41 CFR 60-250.5(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) which prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and requires affirmative action by covered prime Contractor and subcontractors to employ and advance in employment qualified protected veterans and qualified protected individuals with disabilities. The anti-discrimination and human rights statutes of the State of California are all incorporated by reference into this Agreement. In addition to the foregoing general obligations, Proposer shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated there under (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent the awarded Agreement subcontracts to Proposer services or works required of RCD by the State of California pursuant to agreement between RCD and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and Proposer and any of its subcontractors shall give written notice of their obligations there under to labor organizations with which they have collective bargaining or other agreements.

(f) Proposer shall strictly enforce with all its agents and employees "No Smoking" regulations throughout the entire time Proposer is performing the Work or any task related thereto. No smoking shall be permitted on the Project Area during the fire hazard season. Proposer shall comply with all other regulations related to fire prevention, including, but not limited to, the location of fire tool caches and any other equipment that may be required by the United States Forest Service or California Department of Forestry and Fire Protection.

(g) Proposer shall comply with RCD's Fire Policy as described in "Exhibit C".

(h) Documentation of Right to Work. Proposer agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of Proposer performing any services

under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. Proposer shall make the required documentation available upon request to RCD for inspection.

(i) Inclusion in Subcontracts. To the extent any of the services required of Proposer under the awarded Agreement are subcontracted to a third party, Proposer shall include all of the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

6. The Proposer certifies by signing and submitting his or her proposal that to the best of his or her knowledge and belief that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(c) The Proposer also agrees by submitting proposal that the required language of this certification will be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

7. Boundary and/ or cross fences must not be damaged and chips or debris must not be propelled onto the neighboring lands. No woody material is to be left on or piled up against fences. Work may need to be completed by hand near property boundaries in order to meet this standard.

8. Roads, trails, and other improvements, including but not limited to gates, fences, culverts and/or drainage structures, or signs damaged by Proposer will be repaired to a like or better condition as that found prior to the start of work. Repairs may include repairing or replacing drainage control features. Significant damage to existing roads, trails or other improvements, caused by Proposer, must be repaired at their expense within ten (10) working days of notification by the RCD.

9. Proposer will obtain any and all permits required for transporting and hauling activities on state and county roads. Haul routes must be planned, prior to proposing, observing load limits on bridges or roadways, existing roadway conditions, and Federal, State and local governmental regulations regarding truck traffic and truck routes. Proposer shall comply with all legal load restrictions in hauling of materials on public roads. Permits as required must be obtained by the Proposer at its cost. Permits will not relieve the Proposer of liability for damage which may result from moving equipment. The operation of equipment of such weight or so loaded as

to cause damage to roadways or to structures or to any type of construction will not be permitted. Hauling of materials over unpaved roads shall be only as directed by the RCD. The Proposer shall be responsible for all damage done by his hauling equipment.

10. Soil disturbance will be as minimal as possible. At the direction of the Supervising Forester, operations will cease before causing damage which will result in soil erosion or compaction.

11. The work site should be left in a safe manner at the end of every workday, and the Proposer will take all reasonable precautions to avoid injury to the public.

12. Before daily acceptance, all areas occupied by the Proposer in connection with the work shall be cleaned of all Proposer's garbage, excess materials, temporary structures, and equipment, and all parts of the work area shall be left in a neat and presentable condition.

13. Coordinate all work as necessary to complete the project, avoid damages to utilities and maintain utility service with each affected utility company.

### **AVAILABLE FUNDS**

The maximum funding available for contracting services in this grant is **\$1,000,000.00**. Proposers must acknowledge and affirmatively indicate that they can provide such services within this amount.

### **AWARD OF CONTRACT**

The RCD may reject any and all proposals and re-issue this RFP. The RCD may choose to award one or more contracts to service any portion of the Project. The RCD may waive any minor irregularities or immaterial defects in a proposal. The RCD reserves the right to request additional written or oral information from Proposers to obtain clarification on their proposals. All proposals become the property of the RCD. All costs associated with development of the proposal in response to the RFP shall be the sole responsibility of the Proposers and shall not be charged in any manner to the RCD.

A recommendation to the RCD Board of Directors for the selected proposal will be made within five (5) working days after the proposal due date.

### **PROPOSAL SUBMISSION:**

One original and two copies of Proposal must be received no later than 4:00 p.m. by February 5, 2021 at the RCD office at 100 Forni Road, Suite A. Placerville, CA 95667. One electronic copy of the Proposal, in PDF format, may also be delivered as an alternative means, via email no later than 4:00 p.m., local time, on February 5, 2021 to Mark Egbert, District Manager (Mark.Egbert@ca.usda.gov). Please copy yourself as verification of submittal. Please note the RCD email server can only accept document sizes 10 MB or less. Faxed or late proposals will not be accepted. It is the responsibility of the Proposer to assure that the Proposal is received prior to the deadline date and time. Proposals received after the submission deadline will not be accepted and will be returned unopened.

Any changes to this RFP are invalid unless specifically modified by the RCD and issued as a separate addendum document. Should there be any question as to changes to the content of this document, the RCD's copy shall prevail.

### **PROPOSAL FORMAT**

The proposals must be in an 8 ½ X 11 format, may be no more than a total of fifteen (15) pages (sheets of paper, double sided is acceptable). NOTE: A single sheet cover letter, dividers, any attachments included in this RFP which are required to be submitted with the proposal, cost proposal, insurance, licensing documents, and Addenda acknowledgments do NOT count toward the fifteen (15) page limit.

Proposals that do not furnish information organized according to the format or do not include the content specified in this RFP may be rejected as non-responsive.

Proposers shall describe the methodology to be used to accomplish the tasks required for the scope of services. The RCD relies on the professional expertise and competence of the selected contractor and expects the contractor to be knowledgeable of the specific services identified in the scope of work and to include in its proposal all tasks required to implement the scope of services.

**Project Understanding and Approach:** Provide an overview of your understanding of the services to be provided and your approach to the work, including but not limited to equipment to be utilized, staffing requirement expectations, outside agency coordination required, and any other items the firm feels necessary to demonstrate the firm’s proposed strategy to complete the project. The approach shall include the proposed work plan and schedule for accomplishing the work.

**Experience and Qualifications:** Provide a general description of the Proposer’s experience and qualifications related to fuel treatment projects of similar scope and complexity for local agencies. Provide an organizational chart and concise resumes of key staff and subcontractors indicating the names and roles of staff and subcontractors and their experience.

**Cost Proposal:** The Cost Proposal will be submitted. Cost proposals must identify the costs per unit type as described above. Estimated quantities are based upon the best available information at the time of advertisement of the RFP.

**Certificates:** Provide copies of all insurance coverage’s referenced in 3(b-e).

**Licenses:** Provide proof of California Licensed Timber Operator (A) license.

### **EVALUATION PROCESS**

An evaluation committee will evaluate all proposals received for completeness and the Proposer’s ability to meet all specifications as outlined in this RFP. The following evaluation criteria and weight of importance will be used in evaluating and selecting a contractor. Cost proposal criteria points will be awarded on a relative scale as described below.

<b><u>Evaluation Criteria</u></b>	<b><u>Points</u></b>
<b>Scope of services understanding and approach</b>	<b>50</b>
<b>Staff and firm experience and qualifications</b>	<b>50</b>
<b>Cost Proposal</b>	<b>50</b>
<b>Proof of Insurance</b>	<b>Y/N</b>
<b>Proof of California Licensed Timber Operator (A) license</b>	<b>Y/N</b>

### **PROTEST PROCEDURE**

Any protest concerning the rating of any proposal or award of the contract hereunder must be submitted in writing to the RCD’s District Manager at 100 Forni Road, Suite A. Placerville, CA 95667 on or before 4:00 p.m. of the fifth (5<sup>th</sup>) calendar day following the RCD’s posting the Notice of Intent to Award the professional services contract at the entry to the RCD’s main office at the aforementioned address. The procedure and time limit set forth in this paragraph are mandatory and are the proposer’s sole and exclusive remedy in the event of a protest of the rating of its proposal or award of the contract and failure to pursue said remedy shall constitute a waiver of any right to further pursue said protest, including filing a Government Code claim or legal proceedings.

## **QUESTIONS/ ADDENDA**

Any questions about this Consultant Bid shall be submitted in writing to the following address:

El Dorado Resource Conservation District  
100 Forni Road, Suite A. Placerville, CA 95667  
Attn: Mark Egbert, District Manager

To be considered, questions must be received by the RCD no later than 4:00 p.m. on January 27, 2021. The RCD may, if deemed necessary, respond to questions by issuance of formal addenda, interpreting or clarifying the requirements of this RFP. Any addenda processed shall be made part of this RFP request and binding upon each proposer. All addenda will be posted on the RCD's web-site. Each bidder is solely responsible for obtaining all addenda posted on the RCD's web-site. The RCD may also direct attention to specific provisions of the RFP which cover the subject of the inquiry.

### **ATTACHMENTS:**

- EXHIBIT A – Schedule of Items/ Cost Proposal Form
- EXHIBIT B – Project Area Maps
- EXHIBIT C – Fire Policy
- EXHIBIT D – Agreement between the RCD and CALFIRE.
- EXHIBIT E – Agreement Template.

### **NONDISCRIMINATION:**

The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and American's With Disabilities Act of 1990.



EXHIBIT A – Schedule of Items/ Cost Proposal Form

ITEM NO.	DESCRIPTION (Vegetation Treatment Prescription)	UNIT (ACRES +/-)	UNIT PRICE (\$/ac)	TOTAL PRICE
<b>USFS Unit II</b>				
			Total Cost:	

EXHIBIT B – Project Area Maps

EXHIBIT C – Fire Policy

EXHIBIT D – Agreement between the RCD and CALFIRE.

EXHIBIT E – Agreement Template.