



**REQUEST FOR PROPOSALS #01-2021 – Amendment #1 (2/9/2021)
FOR CONTRACTUAL SERVICES - TO THE
GEORGETOWN DIVIDE RESOURCE CONSERVATION DISTRICT**

RELEASE DATE: January 12, 2021

CLOSING DATE: Proposals must be received by ~~February 10, 2021~~ February 15, 2021.

PROJECT TITLE: **“KELSEY FUELS LOAD REDUCTION PROJECT 19 SFA 143981”**

CONTACT PERSONS:

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BACKGROUND

The Georgetown Divide Resource Conservation District (1942) - (RCD) is a local, independent, non-enforcement, non-regulatory, self-governed district organized under Division 9 of the Public Resources Code. The RCD advises and assists individual landowners and public agencies in the planning and implementation of conservation practices for the protection, restoration, or development of land, water, and related natural resources.

The Georgetown Divide Fire Safe Council (FSC) has acquired a grant from the California State Fire Safe Council to conduct roadside fuel treatments along Shoo Fly Road. The goal is to create a shaded fuel break along the 3.5 +/- mile length of Shoo Fly Road approximately 40' +/- wide on each side of the road on private lands and not to exceed 200' on federal lands managed by the Bureau of Land Management (BLM). The RCD is administering the Project on behalf of the FSC.

The RCD is seeking proposals from qualified and experienced contractors to provide all labor, materials and equipment necessary to carry out the “KELSEY FUELS LOAD REDUCTION PROJECT 19 SFA 143981” (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.

The RCD will conduct a non-mandatory pre-proposal meeting of the project area on January 28, 2021 beginning at 9:00 a.m. The meeting will commence at the corner of Spanish Flat Road and Shoo Fly Road, Kelsey, CA. Please contact the RCD 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.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in the Request for Proposals which can be accessed at the RCD website: www.georgetowndividercd.org and the Georgetown Divide FSC website: www.gdfsc.org

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.

Proposers are expected to identify the cost to complete the work and provide firm unit costs as indicated in **Exhibit A: Schedule of Items/ Cost Proposal Form.** The actual quantities required may fluctuate up or down, the proposed unit prices 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 Proposer must submit pricing as requested in the RFP.

Proposers 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. 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 MILESTONES:

Release of RFP:	January 12, 2021
Pre-bid meeting	January 28, 2021
Proposals Due:	February 14, 2021 February 15, 2021
Review and Selection:	February 22, 2021
Agreement Signed:	February 22, 2021
Work Begins After:	February 23, 2021
Contract Ends:	September 1, 2021

PROJECT AREA

Township 11 North, Range 10 East, Sections 12, 13, 24 Mount Diablo Base & Meridian within the USGS 7.5-minute Garden Valley Quadrangle.

Township 11 North, Range 11 East, Section 19 Mount Diablo Base & Meridian within the USGS 7.5-minute Garden Valley Quadrangle.

It is approximately 10 miles north of Placerville, CA and approximately 52 miles east of Sacramento, CA and can be accessed from U.S. Highway 193 via Shoo Fly Road.

The RCD and FSC have identified treatment units adjacent to Shoo Fly Road extending 40' +/- from road edge. See attached map.

RESPONSIBILITIES / SCOPE OF WORK

Signed permission will be obtained from each property owner for this work to be performed.

This Project will NOT include any work for fire safe clearance work required by Public Resources Code 4291 of Government Code 51182 which is the full responsibility of each private property owner.

Roadside vegetation units are intended to create safe ingress and egress for fire personnel and escape routes for residents. Treatments will take place extending from the road edge to a width of 40' on private lands where feasible and 200' from the road edge along federal lands where feasible.

Within the project area a variety of equipment including hand tools, masticators and chippers may be used to do vegetation management treatments. Commercialization of forest products under this project is not allowed. The Project would be limited to slopes equal to or less than 45 percent unless

approved by the supervising forester. Sensitive environmental and ecological resources including pre-historic and historic cultural sites, habitats and occurrences of special status wildlife and plant species, wetlands and riparian zones will be avoided or appropriate mitigation measures to minimize adverse impacts will be implemented.

This Project entails removing small-diameter trees and brush to create safe ingress and egress within the community along Shoo Fly Road. No ground disturbing equipment (i.e. bulldozer or excavator pushing soil) will be utilized. Treatments may be implemented with a combination of treatments to include mechanical and hand crews utilizing hand tools. The type of treatment will depend on topographic variables, vegetation cover, and abilities of contractor. Prescription/ treatment methods are summarized below. The objective of the treatment is to reduce surface and ladder fuels and to minimize impacts on resources and human assets due to a wildfire.

PRESCRIPTION/TREATMENT

Mastication: Contractor may use rubber tired or tracked vehicles to cut, chip, and scatter all shrubs and small trees up to 12" dbh (diameter at breast height, 4 1/2 feet above the ground on the uphill side) on site. Retained trees should be spaced approximately 20' apart where feasible. All trees not removed will be limbed at 10' above the ground surface while retaining a minimum of 33 percent live crown. All trees immediately adjacent to and hanging over the road will be limbed to 16' above the ground (*not to exceed 1/3 of the tree height*) to accommodate responding emergency equipment. Retention of selected hardwood trees (oaks, madrone, big-leaf maple) shall be maintained where feasible.

Brush cover should be reduced by creating a mosaic of treated and untreated shrubs. A minimum 90% of the shrubs should be removed. Brush that is treated should be cut to the maximum of 4" in height. No individual pieces of cut material should be greater than 18" long. All masticated stumps should be cut to within 4" of the ground. No debris should average more than 4" in depth over the entire project area. All cut vegetation will be kept within the unit boundaries. Any cut vegetation falling into ditches, roads, road banks, trails, or adjacent units will be removed within 24-hours.

Hand Thin and Chipping: Hand thinning and chipping should be accomplished using a hand crew with chainsaws. Contractor may use hand-thinning techniques to cut and chip all shrubs and small trees up to 12" dbh on site. Retained trees should be spaced approximately 20' apart where feasible. All trees not removed will be limbed at 10' above the ground surface while retaining a minimum of 33 percent live crown. All trees immediately adjacent to and hanging over the road will be limbed to 16' above the ground (*not to exceed 1/3 of the tree height*) to accommodate responding emergency equipment. Retention of selected hardwood trees (oaks, madrone, big-leaf maple) shall be maintained where feasible.

Brush cover should be reduced by creating a mosaic of treated and untreated shrubs. A minimum 90% of the shrubs should be removed. Brush that is treated should be cut to the maximum of 4" in height. No individual pieces of cut material should be greater than 18" long. All hand cut stumps should be cut to within 4" of the ground. No debris should average more than 4" in depth over the entire project area. All cut vegetation will be kept within the unit boundaries. Any cut vegetation falling into ditches, roads, road banks, trails, or adjacent units will be removed within 24-hours.

Piling and Pile Burning: Not allowed.

TRAFFIC CONTROL

The contractor will need to provide traffic control on all roadways. Traffic control shall be included in the cost estimate for the project. The contractor will assure that each roadway is passable to local traffic and efforts will be made to allow vehicles to pass as quickly as possible. Certified flaggers are not required but all traffic control should be consistent with standard CalTrans specifications for roads and intersections.

Please prepare bids for the project based on a lump sum total cost for the entirety of the area to be treated.

Other responsibilities of the Contractor include:

1. Contractor will work with the Supervising Forester, RCD and FSC to insure compliance with the guidelines, conditions, and criteria of the Project.
2. Contractor will include enough layout time and supervision time in bid to assure public safety and compliance with El Dorado County (roadway property owner) and RCD, FSC requirements.
4. Contractor will be responsible for crew's safety and sanitation needs.
5. Any work which falls under the provisions of the OSHA Standard 29 CFR 1910.269 applicable to line-clearance tree-trimming operations will be required.
6. Contractor shall comply with all established administrative processes of the RCD (monthly contractor's reports and invoicing).
7. Contractor will protect any areas from disturbance that have been identified as an archaeological site, endangered plant or animal habitat, or watercourses. These areas, if any, will be discussed at the pre-operations meeting and will be considered equipment exclusion zones.
8. Contractor will be responsible for ensuring protection of structures, property improvements, survey monuments and property corners, power lines and other utilities.
9. Residual trees will be protected from skin ups and damage.
10. Contractor will ensure that any surface or other property disturbance in gaining access to and from the treatment area will be restored to original condition at the conclusion of work.
11. Contractor will ensure that no equipment, materials, or trash is left in the project area or any access way used to get to and from the project area on project completion.
12. Contractor must ensure that any erosion control measures required by the Supervising Forester to prevent sediment delivery to watercourses are implemented.
13. The Forest Service Project Activity Level (PAL) will be used as a guide to prevent any fire starts by the contractor. The contractor shall take all steps necessary to prevent his/her employees, subcontractors, and their employees from igniting any fires. The contractor will also abide by any fire prevention shut downs requested by CALFIRE or El Dorado County Fire. The Contractor will adhere to the Fire Plan Exhibit to the Agreement to perform the work.
14. Slash will be disposed of within seven (7) days of being created, by chipping, hauling off site or a combination of disposal methods.

Identification of Protected Species or Other Critical Resources:

The RCD has identified environmentally sensitive sites e.g., cultural resources, biological resources, steep slopes, etc. within the project areas and these have been flagged for avoidance. If during the course of the project additional sensitive resources are discovered, work will stop until the Supervising Forester can assess the situation and determine an appropriate course of action.

Winter Operating Plan

The project may be conducted during the winter period. The Winter Operating Plan applies to the period November 15 to April 15. Heavy equipment shall not 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.

State Inspections

RCD inspections will ensure that the services are acceptable, and do not relieve the contractor of the responsibility for maintaining quality control. Compliance inspections will be made on an "as-needed" basis. Such inspections are not final, and do not constitute acceptance by the RCD. Final

inspections for payment will be made on completed items only. The Contractor is encouraged to break the job out into logical measurable units.

I. Best Management Practices (Standard Operating Procedures)

Exposure to Smoke, Dust and Fumes:

- If required, contractor may have to prepare storm water erosion control plan(s) and obtain any permits for staging areas, debris management sites, or any other activity associated with this contract.
- Dust abatement measures including watering will be implemented at the direction of the Supervising Forester. No dust suppressing chemicals are permitted.
- 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.
- All equipment will conform to California emission standards.

Impacts on Special Status Species:

- All known locations of Special Status Species will be flagged or otherwise delineated, along with buffer areas as required. No equipment operations are permitted within the boundaries of flagged or otherwise delineated areas.
- Surveys will be conducted to determine if any additional special status wildlife or plant species are present in treatment areas.
- If special status species occur or potentially occur in any treatment area, take or harassment will be avoided through implementation of buffers and/or limits on location and timing of operations as recommended by the Department of Fish and Wildlife or U.S. Fish and Wildlife Service.
- In the event that a 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.

Impacts on Cultural Resources:

- Surveys have been conducted to determine if cultural resources are located within proposed treatment areas. Survey results are confidential.
- Any and all cultural resources will be designated on the ground and avoided. If operations discover previously unknown sites, operations will cease within 100 feet of the site at the direction of the Supervising Forester and consultation with appropriate tribal representatives will be initiated to inform them of the findings.

Impacts on Soil Resources and Water Quality:

- No drafting of water from natural watercourses is permitted.
- All streams and riparian vegetation will be protected through implementation of Watercourse and Lake Protection Zones (WLPZ) as specified by the Forest Practice Regulations. No equipment operations will be permitted within these zones.
- No equipment operations will be permitted on slopes greater than 45 degrees or less if erosion hazard rating is high or extreme unless approved by the Supervising Forester.
- No equipment operations will be permitted on slopes of 45 degrees or greater if the slope is continuous to a watercourse unless approved by the Supervising Forester.
- No equipment operations are permitted on saturated soils, as determined by the Supervising Forester.
- Water breaks will be installed at spacing specified by the Forest Practice Rules on any areas that are compacted due to equipment operations.
- The contractor is required to remove processed material from roadside ditches or any water conveyance systems where it impedes flow.

Noise:

- Hours of operation 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.
- All equipment used in site preparation will meet or exceed State standards for noise control.
- If necessary, equipment operations around occupied wildlife habitats such as nest sites will be subject to restrictions on timing and location.
- To the degree possible, stationary noise producing equipment will be located as far as possible from sensitive receptors.

Transportation and Traffic:

- Movement of equipment to and from the project area will be subject to restrictions on timing and traffic controls to avoid congestion.
- 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.
- The contractor will need to provide traffic control when working adjacent to any roadway. Traffic control shall be included in the cost estimate for the project. The contractor will assure that each roadway is passable to local traffic at least once every 15 minutes and efforts will be made to allow vehicles to pass as quickly as possible.

Cumulative Impacts:

- To the degree possible, the RCD will coordinate with other entities conducting projects in the area to avoid simultaneous impacts on noise, air quality and traffic. The Supervising Forester will advise the contractor on any limitations on operations to avoid cumulative impacts.

Other Issues:

- Existing invasive plant infestations may be treated to reduce their extent or potential for spread. Preventative measures including cleaning of equipment prior to entering a weed-free site and worker education will be implemented to minimize the probability of new infestations.
- Ensure protection of any underground water-underground power-septic systems-drainage structures. The Supervising Forester and RCD staff 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.

II. GENERAL

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 their 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.

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 its duties; including but not limited to, coverage for workers' compensation and disability, and shall provide RCD with certification of all such coverage 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 and the El Dorado County Fire Safe Council (FSC), and their officers, directors, agents and employees, as Additional Insureds 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.

(c) Certificates. All insurance coverage's referenced in 7(b-e), 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 coverage referenced in 7(b)(1), the certificate of insurance or endorsements attached thereto shall also name RCD, FSC, its officers, employees, agents and volunteers as additional insured's; 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, FSC shall pertain only to liability for activities of Proposer under this Project; and shall provide that the insurance provided is primary coverage to RCD, FSC with respect to any insurance or self-insurance programs maintained by RCD, FSC. 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:

*GEORGETOWN DIVIDE 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, El Dorado County Fire Safe Council (FSC), its board members, officers, directors, employees, agents, landowners, consultants, successors and assigns (hereinafter RCD and FSC) 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, FSC 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, FSC. 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, FSC 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, FSC, and each of its officers, agents, landowners and employees, 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 Proposer 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 by Proposer 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. The 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. 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 work day, 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 **\$67,316.00**. 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 10, 2021~~ **February 15, 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 10, 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 ten (10) 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 ten (10) 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 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 felt necessary to demonstrate the Proposer'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 **lump sum** costs to complete the entirety of the project 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 coverages referenced in 3(b-e).

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

<u>Evaluation Criteria</u>	<u>Points</u>
Project understanding and approach	50
Experience and qualifications	50
Cost Proposal	75
Proof of Insurance	Y/N
Proof of California Contractors License	Y/N

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 (5th) 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 RFP shall be submitted in writing to the following address:

Georgetown Divide 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 29, 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 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	DESCRIPTION (Vegetation Treatment Prescription)	UNIT (MILES +/-)	UNIT COST
Shoo Fly Road	West Roadside Vegetation Treatments	2.15	
Shoo Fly Road	East Roadside Vegetation Treatments	2.6	
TOTAL BID COST:			

EXHIBIT B – Project Area Maps

EXHIBIT C – Fire Policy

EXHIBIT D – Agreement Template.