

**CALAVERAS COUNTY
RESOURCE CONSERVATION DISTRICT
(CCRCO)**

Issued: December 15, 2021



REQUEST FOR PROPOSALS (RFP)

Contractor to provide RFP related services

For Forest Meadows/Wylderidge Fuels Reduction Project

CAL FIRE Grant 5GG20172

Deadline for Submission of Proposals:

December 27, 2021 at 5:00 PM

SECTION ONE: ACTIVITIES AND TIMELINES

Activity	Date
Release of RFP	December 15, 2021
Deadline for RFP responses	December 27, 2021
Review Committee evaluates and ranks proposals	January 7, 2022
Notice of contract award (tentative)	January 10, 2022
Contract executed and Project Start Date (tentative)	January 17, 2022

SECTION TWO: PROJECT BACKGROUND AND OVERVIEW

In May 2021, the Calaveras County Resource Conservation District (CCRCD) submitted a grant application to CAL FIRE’s 2020 Fire Prevention Grant Program. It was approved for funding by CAL FIRE. The grant was executed in December, 2021.

The project will create a shaded fuel break across contiguous parcels totaling 174 acres. All units are located on the south side of State Highway 4 between Forest Meadows and Hathaway Pines. A project map can be found as an attachment to this proposal. The entire project is on private land, impacting approximately 50 private parcels, with many having habitable structures. The project is part of a larger network of fuel breaks along the Ebbetts Pass Corridor being planned, coordinated, and implemented by several agencies, including CAL FIRE, the US Forest Service, CCRCD, the Calaveras Foothill Fire Safe Council, the Calaveras Amador Forestry Team, Sierra Pacific Industries, Homeowners associations, and private landowners.

Treatments will include the mastication or chipping of hazardous fuels, brush and small diameter hardwood and conifer trees up to 12-inches diameter at breast height to achieve a desired average spacing of 25-35 feet between residual trees with minimal canopy overlap. Treatment will be limited to mechanical and hand mastication.

The CCRCD is seeking proposals from Registered Professional Foresters to conduct work detailed in the SCOPE OF SERVICES. The CCRCD will be the CEQA lead agency for the project.

SECTION THREE: SCOPE OF SERVICES AND PROPOSED SCHEDULE

It is the intent of these specifications, terms and conditions to describe the services sought by the CCRCD. The CCRCD intends to award the contract to the Proposer who best meets the CCRCD’s requirements. Proposals will be evaluated for “best value” not necessarily the lowest price.

CCRCD has identified four tasks to be addressed in responses to this RFP:

- 1. CEQA Process** – Contractor will execute all required steps in the California Environmental Quality Act (CEQA) process:
 - Initial review for Categorical Exemption to determine if project is exempt
 - Field surveys as required:
 - Pre-survey database searches for regulated species known to occur within three miles of the project area.
 - Archeological/historical site identifications, and subsequent required protection measures

- Site surveys for habitat and presence of regulated wildlife and botanical species that may occur in the project areas
- Classification and descriptions in accordance with CA Forest Practices Act and current forest practice rules of all wetlands and stream courses in the project area
- Initial Study (if required)
 - Required consultations with responsible agencies
 - Required surveys and reports (biological, botanical, hydrological, archeological)
 - Notice of Intent
 - Public and Agency Review and Comment
 - If no significant impacts, adopt a Negative Declaration or, if mitigation is required to reduce an impact, a Mitigate Negative Declaration
 - If impacts may be significant, prepare an Environmental Impact Report
- CEQA Reports and Documents
 - Development of a CEQA document that includes a full assessment , recognizable maps of natural resources including silviculture, archeology, biology, soils, air quality, hydrology, and aesthetics for the California State Clearinghouse notice.

2. Silviculture

- RPF will conduct a silvicultural survey to develop treatment prescriptions and operational approaches for forest restoration/fuels reduction on the parcels detailed in the attached site map. This study includes a total of 174 acres on 50 parcels owned by 37 private owners.
- RPF will work closely with the Project Manager to map watercourses, stream crossings, skid trails, landings, sensitive sites for avoidance and other features germane to the project
- RPF will work with Project Manager to review the site map, prescriptions and operational approach with each parcel owner.
- RPF will assure that georeferenced PDF files depicting the above features will be available to future forest restoration/fuels reduction contractors during their bidding process and during ground operations.

3. Evaluation and Hiring of Fuels Reduction Contractor

- RPF will be a member of the Selection Committee and will actively participate in the evaluation and selection of the contractor to provide fuels reduction services.

4. Oversight of Field Work

- RPF will conduct site visits during active project operations to ensure resource protection and compliance to prescriptions, contract specifications and government regulations.

Proposed Schedule: CCRCD intends to have the RFP contractor selected and the contract placed no later than January 17, 2022. Our goal is to have CEQA completed by June 15, 2022. The contract issued for this work will terminate on December 31, 2023 or the completion date of the workplan, whichever comes first.

SECTION FOUR: PROPOSAL PACKAGE REQUIREMENTS

A. PROPOSAL FORMAT

Proposals are to be straightforward, clear, concise, and responsive to the information requested. For proposals to be considered complete, proposers must provide all requested information.

Each proposer must submit one original proposal in electronic format (Adobe pdf is preferred) via email to: Laurie Plautz at lsplautz@hotmail.com no later than December 27, 2021 at 5:00 PM.

B. PROPOSAL ELEMENTS

1. Qualifications and Experience

Provide a brief overview of your experience with similar projects and comparable work. Describe your experience coordinating with project managers, state agencies, and lead agencies.

2. References

Include at least 3 references who can speak to your past performance and capability on similar projects.

3. Approach

Describe your approach to providing the Scope of Services described in the RFP in a high quality, cost-effective, environmentally sound manner that will meet the CCRCD's proposed schedule. Demonstrate a thorough conceptual and technical understanding of the purpose and scope of the project. If planning to contract out for any services in the Scope of Services, identify which items and subcontractors.

4. Staff to be Assigned

Provide a staff organization chart or list and identify the qualifications, roles and responsibilities to be fulfilled by each staff member or subcontractor.

5. Cost

Provide project costs broken down by Tasks:

- CEQA Process
- Silviculture
- Evaluation and Hiring of Fuels Reduction Contractor
- Oversight of Field Work

SECTION FIVE: RFP PROCESS

A. SUBMITTAL OF PROPOSALS

Proposals must be sent via email to Laurie Plautz at lsplautz@hotmail.com and received no later than December 27, 2021 at 5:00 PM PST. Adobe PDF files are preferred. Please include yourself as a recipient so that you will have an electronic record of your submittal.

B. COSTS OF DEVELOPING PROPOSALS

Any and all costs incurred in the preparation of a proposal are the responsibility of each proposer and will not be reimbursed by CCRCD, nor will grant funds be used for such reimbursement.

C. PROPOSAL TERMS AND CONDITIONS

It is the responsibility of each proposer to be familiar with all the specifications, terms and conditions of the RFP. By the submission of a proposal, the proposer certifies that if awarded a contract, proposer will make no claim against the CCRCD based upon ignorance of or misunderstanding of the specifications.

Each proposer shall submit its proposal with the understanding that the proposal will become a part of the official file on this matter and shall be subject to disclosure, if requested by a member of the public, following the completion of negotiations.

By submitting a proposal, each proposer certifies that all statements in this proposal are true. This constitutes a warranty, the falsity of which shall include the right, at the CCRCD's option, of declaring any contract made, as a result thereof, null and void. Proposals shall be completed, executed, and submitted in accordance with the instructions of this RFP. If a proposal is not submitted in the format specified in this RFP, it may be rejected, unless the CCRCD determines that the nonconformity is either a minor irregularity or that the defect or variation in the proposal is immaterial or inconsequential. The CCRCD may give the proposer an opportunity to cure any deficiency resulting from a minor irregularity or an immaterial or inconsequential defect, or CCRCD may waive such deficiency, whichever is most advantageous to the CCRCD.

D. SUCCESSFUL PROPOSAL AS PART OF CONTRACT SERVICES

Proposals received in response to this solicitation, at the CCRCD's discretion, may be incorporated into the awarded contract and may serve as basic terms and conditions for the ultimate contract. Therefore, proposers are advised that, if successful, they will be held responsible for levels of services proposed at the funding levels quoted. The CCRCD reserves the right to negotiate modifications or revisions to any awarded contract.

1. Evaluation of Proposals

The objective is to perform a thorough and fair evaluation of submitted proposals and facilitate the selection of a contract that best satisfies the CCRCD's requirements. The following describes the evaluation process and associated components.

2. Selection Process

- a) The CCRCD shall name, for the purpose of evaluating the proposals for this RFP, a Review Committee composed of representatives from the CCRCD. The CCRCD may also elect to include as part of the Review Committee qualified representatives from other agencies or entities.
- b) Proposal documentation requirements set forth in the RFP are designed to provide guidance to proposers concerning the type of information that will be used by the Review Committee. Proposers shall be prepared to respond to requests by the Review Committee for additional items deemed necessary to assist in the evaluation process.

3. Evaluation Criteria and Scoring

- a) The Review Committee shall be responsible for performing the evaluations of each proposal. Best approach determination shall be the evaluation method used when considering criteria other than cost. Each member of the Committee shall rate the proposers separately. The scores of each of the Committee members shall then be averaged to provide a total score for each of the proposers. The proposals shall be evaluated on the following categories and the maximum weight possible for each category is listed below.

A.	Completeness of Proposal	Pass/Fail
B.	Qualifications and Experience	40%
C.	Approach	30%
D.	Cost	30%
E.	Local Workforce – bidders with primary business addresses in the counties of Calaveras, Amador, Alpine or Tuolumne will be awarded 5 additional points.	5 points

E. Award

The award will be made to the qualified proposer whose proposal will be the most advantageous to the CCRCD, with price and all other factors considered. The CCRCD will negotiate with the highest ranked proposer to develop the scope of work and contract for mutual satisfaction.

If the CCRCD cannot successfully negotiate a contract with the highest ranked proposer, the CCRCD will terminate negotiations and begin negotiations with the next highest ranked proposer.

Proposers will receive Award/Non-Award notification(s) via email which will include the name of the proposer to be awarded this contract.

Proposers are advised that the CCRCD reserves the following prerogatives:

- To reject any or all proposals

- To consider historic information and fact, whether gained from the proposer's proposal or any other source, in the evaluation process, and
- The proposer is cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories and the CCRCD is under no obligation to solicit such information if it is not included with the proposal. Failure of the individual or firm to submit such information may cause an adverse impact on the evaluation of the proposal.

F. Other Requirements

In order to contract with the CCRCD, a proposer must meet the following requirements:

- Make available to the CCRCD its federal Tax Identification Number (TIN) or Social Security Number (SSN)
- Comply with all Federal, State and local rules, regulations and policies, including but not limited to insurance coverage to include worker's compensation, general liability, auto liability and professional liability, unless waived by the CCRCD
- Meet the requirements for audit of its expenditures if required in the above documents.

G. Non-Discrimination

The Contractor selected through this RFP shall provide services without discrimination based on race, creed, color, ethnic or linguistic identification, gender or sexual preference, disability or handicap or any other basis prohibited by law.

H. Protest/Appeal Process

The following procedure is provided in the event that a proposer wishes to protest the RFP process or appeal the recommendation to award a contract for the **Forest Meadows/Wylderidge Fuels Reduction Project** once the Notices of Award/Non-Award have been issued.

- Any protest must be submitted in writing to CCRDC's office at 423 East St. Charles Street, San Andreas, CA 95249 or mailed to PO Box 1041, San Andreas, CA 95249, Attention: Gordon Long.
- The protest must be submitted or postmarked before 5:00 PM on the 20th calendar day following the date of the Notice of Award.
- The protest must contain a complete statement of the basis for the protest. The protest must include the name, address, telephone number and e-mail address of the person representing the protesting party.
- The procedure and time limits are mandatory and are the proposer's sole and exclusive remedy in the event of a bid protest.

Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a claim or legal proceedings.

Upon receipt of written protest/appeal, the CCRCD will review and provide an opportunity to settle the protest/appeal by mutual agreement, will schedule a meeting to discuss or issue a

written response to advise of an appeal/protest decision within 10 business days of receipt of the appeal/protest.

I. Public Records Access

Proposers should be aware that submitted proposals are subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the proposers to clearly identify information in their proposals that they consider to be confidential under the California Public Records Act. To the extent that the CCRCD agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

All information regarding the proposals will be held as confidential until such time as the Review Committee has completed its evaluation and, or if, contract negotiations are completed.

SECTION SIX: CONTRACT INFORMATION

A. Term/Termination

The term of the initial contract awarded under this RFP will last between January 2022 through December 2023. By mutual agreement, this contract may be extended by up to three (3) sixty (60) day increments, under the following circumstances:

- The Contractor is unable to complete the required deliverables due to circumstances beyond Contractor's control such as inclement weather, lack of timely fund advances from CAL FIRE, or administrative delays on the part of responsible and trustee agencies.
- The CCRCD continues to need the services purchased under this RFP
- The Contractor is willing and able to modify the services provided to best meet the needs of the program as determined by the CCRCD

The contract will be subject to termination by either party upon 30 days advance, written notice of intent to terminate. The CCRCD may terminate the contract at any time, without written notice upon a material breach of contract by the Contractor.

B. Funding Availability

It is mutually agreed that if the CAL FIRE budget for the current and/or any subsequent years covered by this agreement does not appropriate sufficient funds for the project, the Agreement shall be of no further force and effect. In this event, the CCRCD shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provision of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

If funding for any fiscal year is reduced or deleted by the CAL FIRE budget for purposes of this project, the CCRCD shall have the option to either cancel this Agreement or to offer an Agreement amendment to Contractor to reflect the reduced amount.

C. Insurance

The Contractor shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the CCRCD. The Contractor's insurance policies shall be placed with insurer(s) with acceptable Best's rating of A:VII. The Contractor shall provide notice to the CCRCD by registered mail thirty (30) days prior to cancellation or material change for all the following stated insurance policies:

- **Workers/Compensation Coverage** – Worker's Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized subcontractor to obtain such insurance for its employees).
- **General Liability Coverage** – Commercial general liability insurance with a minimum liability limit per occurrence of not less than one million dollars (\$1,000,000) per occurrence. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed in this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations, and broad form contractual.
- **Automobile Liability Insurance** -- with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned, hired, and non-owned vehicles.

Deductibles and Self-Insured Retentions: Any deductibles for self-insured retentions must be declared to and approved by the CCRCD. At the CCRCD's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

Unsatisfactory Policies: If at any time any of the policies or endorsements be unsatisfactory as to form or substance, or if an issuing company shall be unsatisfactory to the CCRCD, a new policy or endorsement shall be promptly obtained and evidence submitted to the CCRCD for approval.

Failure to Comply: Upon failure to comply with any of these insurance requirements, this Agreement may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.

D. Hold Harmless

Contractor shall indemnify, defend, save, protect and hold harmless the CCRCD, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "CCRCD") from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, consultants, or any person under its direction or control and shall make good to and reimburse

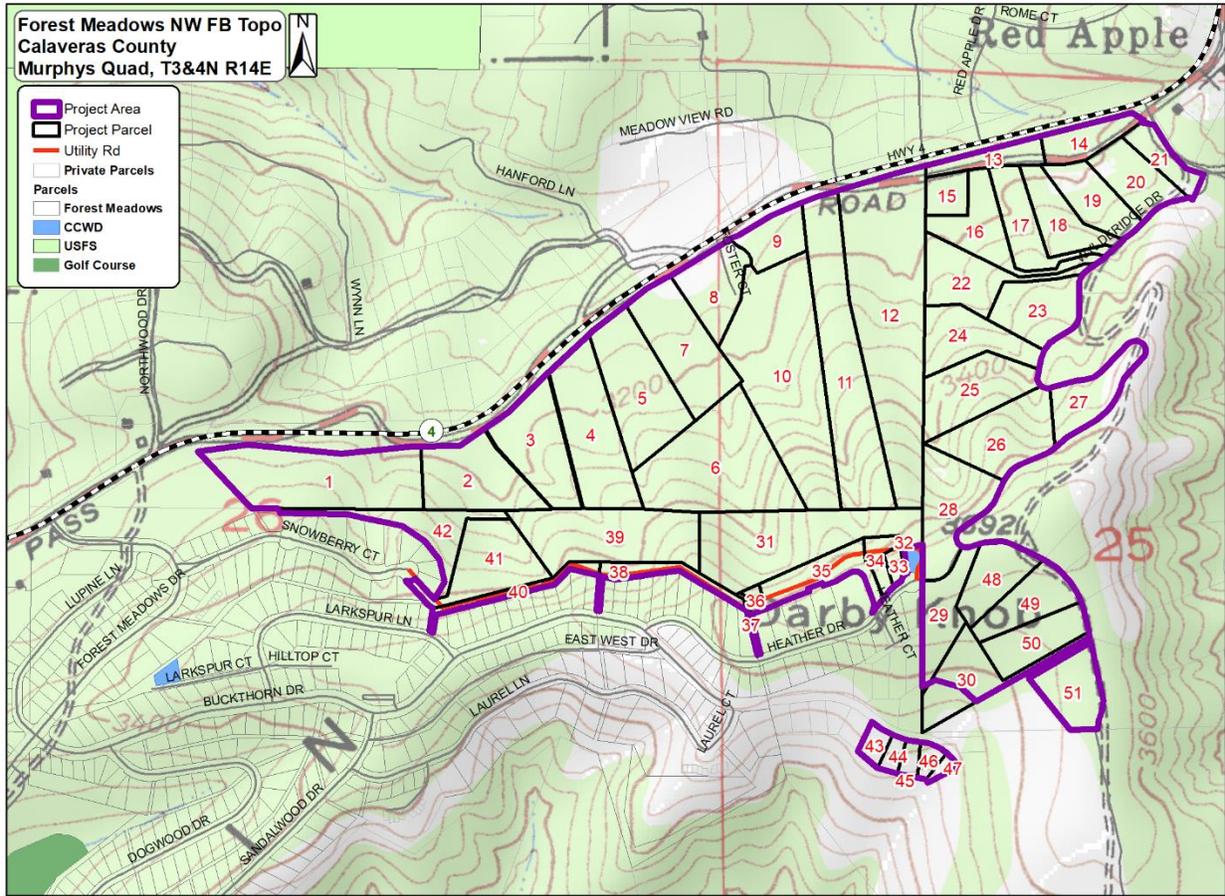
CCRCD for any expenditures, including reasonable attorney’s fees, the CCRCD may make by reason of such matters and, if requested by CCRCD, shall defend any such suits at the sole cost and expense of Contractor. Contractor’s obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the CCRCD or any other person; provided, however, that Contractor shall not be required to indemnify CCRCD for the proportion of Liability a court determines is attributable to the negligence of willful misconduct of the CCRCD.

If such indemnification becomes necessary, Counsel for the CCRCD shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the CCRCD. This indemnification clause shall survive the termination or expiration of this Agreement.

COST PROPOSAL

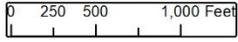
Tasks:	Bid
CEQA Process	
Silviculture	
Participation in Selection of Fuels Reduction Contractor	
Supervision of Field Work	
TOTAL COST:	

ATTACHMENT: PROJECT MAP



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Map by CalAm, 11-May-21