

# REQUEST FOR PROPOSAL (RFP)

## Mendocino National Forest Reforestation-- Planting

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*RESOURCE CONSERVATION DISTRICT OF TEHAMA COUNTY (RCBTC)*

RFP Release Date: February 25, 2026

Proposals Due: March 16, 2026

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## REQUEST FOR PROPOSAL (RFP)

### For Contracted Services to

RESOURCE CONSERVATION DISTRICT OF TEHAMA COUNTY (RCDTC)

### TO ACCOMPLISH TREE PLANTING

CONTACT FOR INFORMATION ABOUT THE PROJECT	Seronica Biggs - District Forester Email: <a href="mailto:sbiggs@tehamacountyrcd.org">sbiggs@tehamacountyrcd.org</a> Phone: 530.727.9983
RFP RELEASE DATE	<b>February 25, 2026</b>
PRE-BID MEETING & PROJECT TOUR	<b>A mandatory pre-bid meeting</b> will be held on March 12th, 2026, at <b>10:00 a.m.</b> at <b>39.893574, -122.705879</b> Attendance is required for all prospective bidders.  <b>Maps of treatment areas and meeting location are included in this bid packet as attachment B. An Avenza friendly map can be received upon request.</b>
CONTRACTOR SELECTION	Selection will be based on criteria set forth in this proposal.
Prevailing Wage	This project is subject to California Prevailing Wage and Davis-Bacon Act (40 U.S.C. §3141 et seq.)
Required Licenses	"C-61 & D49" and/or "C49" and/or "C27" License, and current DIR registration.
PROJECT COMMENCEMENT DATE	Work can begin after the contract has been executed and a notice to proceed has been issued on a date agreed upon by RCDTC and the contractor.

Desired Experience	Demonstrated experience performing reforestation projects in a forest setting on either private industrial timber ground or United States Forest Service property.
<b>PROJECT COMPLETION DATE</b>	All Tasks must be completed by March 31, 2027.  All invoices are to be submitted no later than April 10 <sup>th</sup> 2027.

# REQUEST FOR PROPOSAL (RFP)

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The Resource Conservation District of Tehama County (RCDTC) is seeking firm(s)/individual(s) to conduct work detailed in the SCOPE OF WORK. The RCDTC will be the sponsor and manager of the project.

## SECTION ONE: ACTIVITIES AND TIMELINES

Activity	Date
Release of RFP	February 25, 2026
Pre-Proposal Conference & Project Tour	March 12, 2026: 8:30 AM PST
Deadline for Proposals	March 16, 2026 4:00 PM PST
Public reading & announcement of proposal packet	Promptly After Proposal Closing
Selection Committee evaluates and ranks proposals	March 17-March 19, 2026
Notice of contract award	Upon Approval by Board
Contract executed	March 20, 2026 Tentatively
Project Start Date	Upon completion of Contract (Weather dependent)

## SECTION TWO: PROJECT BACKGROUND AND OVERVIEW

In 2024, the Resource Conservation District of Tehama County (RCDTC) received funding from CAL FIRE Forest Health program. The contract and funding agreements have been executed. The overall project must be completed no later than March 31, 2030

### PROJECT DESCRIPTION:

This work is for post-fire reforestation occurring on federal lands. The goal is to reforest the treated areas after they've been removed of hazardous material and the biochar has been broadcasted throughout the units. There are 571 acres included in this project. The 2020 August Complex burned at various rates of intensity throughout the project area. Some areas received high fire intensity with almost 100 percent mortality and others received low intensity fire with isolated torching. Slopes vary throughout the project from 0-40 percent with varying densities of forest material.

## SECTION THREE: SCOPE OF WORK

It is the intent of these specifications, terms, and conditions to describe the services sought by the Resource Conservation District of Tehama County (RCDTC). The RCDTC intends to award a contract for 571 acres located in the Mendocino National Forest to the Contractor who best meets the RCDTC's requirements. Proposals will be evaluated for "best value" not necessarily "lowest price". RCDTC has identified this task to be addressed in response to this RFP:

**TASK 1 REFORESTATION** – The purpose of this task is to reestablish a healthy, diverse, and climate-resilient forest through the planting plug seedlings across approximately 571 acres. 200 acres will be planted in the spring of 2026 and the remaining 371 acres will be planted in the spring of 2027. This work will promote long-term ecosystem recovery, improve watershed health, and protect downstream aquatic resources, water quality, and water availability.

1. Site Preparation
  - a. Contractor shall scalp planting site to expose bare mineral soil at each planting location
  - b. Scalp dimensions and configuration shall be sufficient to remove all competing vegetation (grass, duff, slash, and organic material) from the immediate planting area to ensure proper root-to-soil contact
  - c. Scalp locations shall be positioned to avoid standing water, compacted soils, or large debris that may impede root growth or drainage.
2. Seedling Planting
  - a. Contractor shall plant approximately 35,000 plug seedlings at a 15 x 15 ft spacing (Spring 2026) and approximately 60,000 plug seedlings at 15 x 15 ft (Spring 2027), or as otherwise directed by the RPF.
  - b. Each seedling shall be planted singularly, upright, and firmly in bare mineral soil, ensuring the root collar is level with or slightly below the soil surface
  - c. Air pockets should be eliminated by firming the soil around the plug
  - d. Seedlings should be handled with care to prevent root desiccation, bending, or exposure to direct sunlight prior to planting
3. Species Composition and Spacing
  - a. The contractor shall plant a diverse mix of native and climate-adapted tree species as designated by the RPF
  - b. Planting density and spacing shall be based on the RPF's spacing guidelines to achieve the target of approximately 35,000 seedlings over 200 acres, and approximately 60,000 seedlings over 371 acres (average spacing 15ft between seedlings, unless otherwise directed).
  - c. Planting patterns may vary by topography, soil conditions, and microclimate, subject to RPF approval.
4. Seedling Transportation and Handling
  - a. Contractor shall be responsible for transporting seedlings from the cold storage to the planting site using a covered trailer or equivalent vehicle
5. Performance and Quality
  - a. Contractor shall ensure all planted seedlings are healthy, well-situated, and upright upon completion
  - b. Any improperly planted, damaged, or missing seedlings identified during inspection shall be promptly replaced at the contractor's expense

## OTHER REQUIREMENTS -

### Watercourse Protection

- Watercourses have been classified into one of the following categories or “classes”:
  - Class I: Domestic Supplies, including springs, onsite and/ or within 100 feet downstream of the operations area and/ or Fish always or seasonally present onsite, including habitat to sustain fish migration and spawning.
  - Class II: Fish always or seasonally present offsite within 1,000 feet downstream and/ or aquatic habitat from non-fish aquatic species.
  - Class III: No aquatic life present, watercourse showing evidence of being capable of sediment transport to class I and II waters under normal high-water flow conditions
- Watercourses shall have the following protection measures by classification:

<b>Water Class</b>	<b>Class I</b>	<b>Class II</b>	<b>Class III</b>
<b>Slope Class (%)</b>	Width in Feet		
<b>&lt;30</b>	75	50	25
<b>30-50</b>	100	75	50
<b>&gt;50</b>	150	100	75

- Watercourse Designation:
  - Class I: Shall be flagged in solid blue flagging at the edge of the WLPZ.
  - Class II: Shall be flagged in solid blue flagging at the edge of the WLPZ.
  - Class III shall be flagged in blue and white candy-striped flagging at centerline of the ELZ.
- Watercourse Lake Protection Zone (WLPZ): Limits equipment from tracking within the established zone except where there is an established road, crossing, or skid trail. Equipment may “reach-in” and treat vegetation within the buffer as long as the tracks remain outside of the WLPZ.
- Equipment Limitation Zone (ELZ): Limits equipment from tracking within the established zone except where there is an established road, crossing, or skid trail. Equipment may “reach-in” and treat vegetation within the buffer as long as the tracks remain outside of the ELZ.
- Watercourse designation will be indicated on a map. Contractor will be given a copy of the map and be made aware of the protection measure prior to the start of operations.

- All areas below the stream and lake transition line will be kept free of slash and debris. Accidental deposits of material in the watercourse, bed bank or channel shall be immediately removed.

#### Endangered or Threatened Species Protections –

- Scoping was used to determine which special status species are known or could potentially occur within each project boundary and assessment area. This methodology provides a reasonable assessment of habitat types, elevations, soils, and vegetative communities that could be present within these areas and is representative of the habitats found in the general landscape. Specific operational mitigation measures are described in the USFSs emergency authority or their NEPA document. RCDTC and/or contracted individuals will also conduct surveys during February – May for raptors, mammals, insects, amphibians, and plants of concern. Although not anticipated, if any of these are discovered within the project areas, EEZs will be established and the appropriate agency will be contacted for consultation.

#### Contractor Responsibilities -

- Contractor will weed wash all equipment prior to mobilization to the project area and schedule an inspection with the proper USFS personnel.
- Contractor will work cooperatively with the RCDTC RPF, RCDTC personnel, CAL FIRE, USFS and its representatives as well as any funding agency representatives to ensure compliance with the guidelines, conditions, and criteria of the grant, and any other environmental documents and/or forms associated with the RFP.
- Contractor will provide an overall work schedule prior to the project start date and will provide updates to the schedule, at least, a week in advance of any work schedule alterations. This may include, but not limited to work stoppages due to equipment failure, employee availability, landowner issues, or accessibility issues.
- Contractor will include enough layout time and supervision time in the proposal to assure public safety and compliance with RCDTC requirements.
- Contractor will retain area/vegetation designated for retention or protection.
- Contractor will be responsible for the crew's safety and sanitation needs.
- Contractor will be responsible for ensuring protection of structures, property improvements, power lines and other utilities.
- The Contractor shall promptly notify RCDTC staff of any changes in site conditions that could affect project performance, compliance, or safety. This includes, but is not limited to:
  - Significant changes in soil conditions (e.g., excessive moisture, instability, or erosion hazards).
  - The discovery of archaeological or cultural resource sites.
  - The presence or discovery of endangered, threatened, or special-status species.

Upon such notification, RCDTC staff will provide guidance regarding necessary adjustments, coordination with regulatory agencies, and compliance with applicable laws. The Contractor shall suspend work in the affected area until authorized to proceed by RCDTC.

- The selected contractor shall be responsible for full compliance with all provisions outlined in the Winter Period Operations Plan (WPOP), which is incorporated as attachment E into this RFP package. This includes, but is not limited to, operational restrictions based on soil conditions, use of masticated material, monitoring and inspection protocols, and contingency measures. Furthermore, the contractor shall ensure that all activities conducted under this contract meet or exceed the minimum standards established by applicable sections of the California Public Resources Code (PRC), including but not limited to those governing soil protection, erosion control, and timber operations during wet weather conditions. Failure to adhere to the WPOP or relevant PRC provisions may result in suspension of operations, withholding of payments, or termination of the contract at the discretion of the RCDTC.
- The Contractor shall be responsible for implementing all required fire risk mitigation measures and shall comply with all applicable fire prevention laws, regulations, and requirements. This includes compliance with **Public Resources Code Sections 4427-4442**, which establish minimum standards for fire tools and equipment to be maintained on-site. The Contractor shall be prohibited from performing work during periods of extreme fire hazard, including **Red Flag Warning** days as designated by the National Weather Service and CAL FIRE, and any other days determined by the Resource Conservation District of Tehama County (RCDTC) to present high fire risk. All equipment used on the project shall be equipped with on-board fire suppression capabilities and shall have readily available fire extinguishers, shovels, and axes.

The Contractor shall complete and comply with all requirements of the **Fire Plan for Construction and Service Contracts**, attached as **Attachment D** to this RFP.

In the event of any inconsistency between proposal forms, exhibits, attachments, or other supporting documents and the provisions of this RFP, the provisions of this RFP shall govern.

- All traffic control and signs will be the responsibility of the Contractor, as needed.
- Proposed Schedule: RCDTC intends to select a contractor with the ability to commence work upon a fully executed contract. The contract issued will terminate upon the mutually agreed upon date. All work described in this section shall be completed by the date agreed upon within the contract agreement. Appropriate time will be given for the RCDTC to measure acres treated and identify areas that need follow-up treatment to meet the specifications in this Scope of Work section.

## SECTION FOUR: PROPOSAL PACKAGE REQUIREMENTS

### *PROPOSAL FORMAT*

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

#### **Submission Requirements:**

**An electronic submission shall be received no later than 4:00 p.m. PST on March 16, 2026, link to encrypted folder will be shared with contractors who attend the pre-bid meeting:**

## **1. PROPOSAL ELEMENTS**

Cover Sheet to include:

Firm Name, phone, and address

Contact person, phone and email address

## **2. Qualifications and Experience**

Provide an overview of your experience with similar projects and comparable work. Demonstrate your knowledge of understanding the environmental considerations that may lead to project delays and how to overcome the delays to deliver a completed project to RCDTC. Describe your experience coordinating with project managers, USFS, state, and lead agencies. Include information pertaining to all required licenses, permits, etc.

## **3. Project Approach and Technical Understanding**

Describe your approach to providing the Scope of Work described in the RFP in a high quality, cost-effective, environmentally sound manner that will meet the RCDTC's proposed schedule. Demonstrate a thorough conceptual and technical understanding of the purpose and scope of the project. The approach must describe the methods, equipment, and sequencing of operations to be used in hazardous fuels reduction. If planning to contract out for any services in the Scope of Work, identify which items and subcontractors. Include a detailed list of equipment that will be used for the project.

## **4. Timeline**

The contractor needs to demonstrate that they can commence work immediately following an executed contract and notice to proceed which is anticipated in Spring of 2026 and be completed no later than March 31, 2027.

## **5. Cost Proposal**

Notwithstanding the cost scoring methodology or formula described above, the RCDTC reserves the right to determine that a proposal does not represent the best overall value to the District if the proposed cost is determined to be unrealistically low or high, mathematically unbalanced, incomplete, internally inconsistent, or not reasonably aligned with the proposer's technical approach, staffing plan, schedule, or demonstrated understanding of the Scope of Work. The RCDTC may, in its sole discretion, adjust cost scores or remove a proposal from further consideration if cost-related deficiencies materially affect the proposer's ability to successfully perform the work.

Proposers shall submit a complete cost proposal that clearly identifies the cost per acre and total lump sum for all work described in this Request for Proposal. Costs must include all labor, equipment, supervision, mobilization, materials, insurance, bonding, and overhead necessary to complete the project in accordance with the specifications. Proposals must be transparent and free of unauthorized exclusions or hidden charges. The lowest-priced responsive proposal will receive the maximum score for this category, with all other Proposal scored proportionally according to the relative cost formula outlined in the Evaluation Criteria.

## **6. Local Workforce and Community Benefit**

Preference will be given to contractors who demonstrate a commitment to hiring and utilizing a local workforce, subcontractors, and suppliers from Tehama, Shasta, Glenn, or Butte Counties. Proposals should describe how local labor, materials, and services will be incorporated into the project to support regional economic development. Proposers are encouraged to highlight partnerships with local businesses, training opportunities for local workers, and other benefits that strengthen community capacity while ensuring high-quality project delivery.

## **7. References**

Include at least three references who can speak about your past performance and capability on similar projects within the last three (3) years, including at least one reference who has worked with you within the last 18 months. References should be inclusive of name, address, contact information, dates services were performed and values of contracts.

## **8. 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.

## **9. Proposal Presentation**

Proposal shall reflect costs for the project broken down by task. Proposal shall only be prepared using copies of the Proposal Forms included in the Contract Documents. The use of substitute Proposal Forms other than clear and correct photocopies of those provided by the RCDTC will not be permitted. Proposal shall be executed by an authorized signatory. In addition, Proposers shall fill in all blank spaces (including inserting "N/A" where applicable), and initial all interlineations, alterations, or erasures to the Proposal Forms. Proposers shall neither delete, modify, nor supplement the printed matter on the Proposal Forms nor make substitutions thereon. Use of black or blue ink, indelible pencil, or a typewriter is required. Deviations in the Proposal Forms may result in the Proposal being deemed non-responsive.

# Proposal Form – Mendocino Nat. Forest Reforestation

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## Cost Proposal

Cost per acre: \_\_\_\_\_ USD

Total acres: 571

Total lump sum proposal: \_\_\_\_\_ USD

TOTAL AMOUNT (WRITTEN IN WORDS) \_\_\_\_\_

## Contractor Information

(Indicate not applicable (“N/A”) where appropriate.)

NOTE: Where Proposer is a joint venture, pages shall be duplicated, and information provided for all parties within the joint venture.

- Name of Proposer:
- Type if Entity: \_\_\_\_\_
- Proposer Address:

\_\_\_\_\_

\_\_\_\_\_

(Telephone Number)

\_\_\_\_\_

(Email Address)

- General A (prime Contractor only), \_\_\_\_\_
- C61/C49 or D49 License Number: \_\_\_\_\_
- C27 License Number: \_\_\_\_\_

- Other Licenses:  
\_\_\_\_\_
- How many years has Proposer's organization been in business as a Contractor?  
\_\_\_\_\_
- How many years has Proposer's organization been in business under its present name?
  - Under what other or former names has Proposer's organization operated?  
\_\_\_\_\_
- If Proposer's organization is a corporation, answer the following:
  - Date of Incorporation: \_\_\_\_\_
  - State of Incorporation: \_\_\_\_\_
  - President's Name: \_\_\_\_\_
  - Vice President's Name(s): \_\_\_\_\_
  - Secretary's Name: \_\_\_\_\_
  - Treasurer's Name: \_\_\_\_\_
- If an individual or a partnership, answer the following:
  - Date of Organization: \_\_\_\_\_
  - Name and address of all partners (state whether general or limited partnership):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- If other than a corporation or partnership, describe organization and name principals:  
\_\_\_\_\_  
\_\_\_\_\_

- List other states in which Proposer's organization is legally qualified to do business:

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- What type of work does the Proposer normally perform with its own forces?

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- Has the Proposer completed reforestation on U.S. Forest Service Property?  
(Check one and provide reference):  Yes  No

### Subcontractor Information (if applicable)

Listed hereinafter are the names and addresses of all Subcontractors who will be employed, if any, and the kind of work each will perform if the contract is awarded to the above signed contractor. I understand that under Public Contract Code Section 4100 et seq. (4104), I must clearly set forth:

- (a) The name, the location of the place of business, and the California contractor license number and DIR number of each subcontractor who will perform work or labor or render services for the prime contractor in or related to the construction of the works or improvements, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed or typical drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total proposal or, in the case of Proposal or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total proposal or ten thousand dollars (\$10,000), whichever is greater.
- (b) The portion of the work which will be done by each Subcontractor under this contract and project. The Prime Contractor shall list only one (1) Subcontractor for each portion defined by the Prime Contractor in his or her proposal, as listed in the eight items tabled above.
- (c) If there are any violations of this Act, the Prime Contractor shall be subject to penalties set forth in Public Contract Code Sections 4110 and 4111.

- (d) The use of any subcontractor not expressly disclosed in the proposal and approved by the RCDTC Board of Directors is strictly prohibited. The Prime Contractor shall not permit any individual, firm, or entity to perform subcontracted work under any title, arrangement, or informal agreement unless that entity has been disclosed and approved in accordance with this section.

Subcontractor Name	Address	DIR Number	C27 License	C61/C49 or D49 License Number	Portion of Work	Estimated Dollar Amount

*[SIGNATURE ON NEXT PAGE]*

I hereby certify under penalty of perjury under the laws of California that all the information submitted in connection with this Proposal and all the representations made herein are true and correct.

Proposer:

Proposer's Business Address:

\_\_\_\_\_  
(Company Name):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By:  
(Signature)

\_\_\_\_\_  
(Type or print name):

\_\_\_\_\_  
(Title):

\_\_\_\_\_  
(Where signed) (City, State):

(Corporate seal)

Dated: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Names and addresses of all partners or joint  
venturers: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Statement of the authority of signatory to bind  
Proposer:

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*[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]*

## PROPOSAL BOND

[Note: Not required when other form of Proposer's security, e.g., cash, certified check, or cashier's check, accompanies Proposal.]

The makers of this bond are,, as Principal, and, as Surety and are held and firmly bound unto the [RCDTC], with its principal place of business at [202 Walnut St. Red Bluff, CA], hereinafter called the RCDTC, in the penal sum of TEN PERCENT (10%) OF THE TOTAL PROPOSAL PRICE of the Principal submitted to the RCDTC for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the principal has submitted the accompanying proposal dated \_\_\_\_\_, 20\_\_\_\_, for [Mendocino National Forest Reforestation--Planting].

If the Principal does not withdraw its Proposal within the time specified in the Contract Documents; and if the principal is awarded the Contract and provides all documents to the RCDTC as required by the Contract Documents; then this obligation shall be invalid. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates, and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents shall affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the RCDTC, and judgment is recovered, Surety shall pay all litigation expenses incurred by the RCDTC in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporation.

(Corporate Seal)

Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety



By \_\_\_\_\_

Attorney-in-Fact

Title \_\_\_\_\_

(Attach Attorney-in-Fact Certificate)

# Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally

Appeared \_\_\_\_\_, who proved to me based on satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

- .. Individual
- .. Corporate Officer

#### DESCRIPTION OF ATTACHED DOCUMENT

	Title(s)		Title or Type of Document
.. Partner(s)	.. Limited		Number of Pages
	.. General		
.. Attorney-In-Fact			Date of Document
.. Trustee(s)			
.. Guardian/Conservator			
.. Other:			
Signer is representing: Name Of Person(s) Or Entity(ies)			
_____			Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

## Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally  
appeared \_\_\_\_\_, who proved to me based on satisfactory.

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- .. Individual
- .. Corporate Officer

	Title(s)	Title or Type of Document
.. Partner(s)	.. Limited .. General	Number of Pages
.. Attorney-In-Fact		Date of Document
.. Trustee(s)		
.. Guardian/Conservator		
.. Other:		
Signer is representing: Name Of Person(s) Or Entity(ies)		
_____		Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PROPOSAL BOND

## Non-Collusion Declaration

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the  
party making the foregoing Proposal.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or a sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or to refrain from bidding. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal Price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal Price, or of that of any other Proposer. All statements contained in the Proposal are true. The Proposer has not, directly or indirectly, submitted his or her Proposal Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [state].

Name of Proposer: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

# PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION



Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to proposal on, be listed in a proposal, or enter a contract to perform public work must be registered with the Department of Industrial Relations. See [http://www.dir.ca.gov/Public- Works/PublicWorks.html](http://www.dir.ca.gov/Public-Works/PublicWorks.html) for additional information.

No proposal will be accepted, nor will any contract be entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Proposer hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Proposer: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

DIR Registration Expiration: \_\_\_\_\_

Name of Proposer: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Contracts Certificate Regarding Workers' Compensation

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Proposer: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

## False Claims Certification

By signing below, the proposer certifies that neither it nor any of its principals have been found liable under the Federal False Claims Act or any similar state law, have knowingly submitted false or fraudulent claims for payment under any government-funded contract, or will submit any false or fraudulent claims under this contract.

## Acknowledgment

The undersigned, having carefully examined all of the contract documents, permit requirements by jurisdictional regulatory agencies, contract, contract addenda, proposal requirements and conditions, special provisions, scope of work, and all other information provided by the RCDTC for the RFP listed above in and for the RCDTC, is familiar with the conditions, having personally visited the site of the work, and hereby proposes to furnish all labor, materials and equipment, and all incidental work necessary to deliver the scope of work, in place and in strict conformity with the contract documents, for the unit prices named in the RFP.

## Authorization of Submission

Submitting Proposer Name: \_\_\_\_\_

Submitting Proposer Address: \_\_\_\_\_

Authorized Representative Name: \_\_\_\_\_

Signature (Notarized): \_\_\_\_\_

Date: \_\_\_\_\_

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## SECTION FIVE: RFP PROCESS

### A. SUBMITTAL OF PROPOSALS

**An electronic submission shall be received no later than 4:00 p.m. PST on March 16, 2026, link to encrypted folder will be shared with contractors who attend the pre-bid meeting:**

Responsive proposers submit proposals that are complete, accurate, and submitted in accordance with the instructions provided in this solicitation. Proposer meets qualifications, licensing, etc. Proposer acknowledges all addenda. Submitted proposals that will be considered non-responsive include failure to address or not clearly respond to the scope of work or deliverables. Incomplete or missing signatures, forms, certifications, or attachments. Proposal includes additional services or costs not requested in the solicitation. Proposal is received after the stated deadline. Proposer does not meet the required experience, licensing, or other qualifications. Each proposer shall submit its Proposal in strict conformity with the requirements of this solicitation. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions, or provisions attached to a Proposal. Failure to include or incomplete cost per acre and lump sum. Unsolicited additive Proposal, defined as proposals that include additional services, features, or costs not specifically requested by the issuing agency, are not permitted and may be deemed non-responsive.

The issuing agency reserves the right to reject any proposal that includes unsolicited additions, modifications, or enhancements that alter the scope, budget, or timeline of the project as originally defined.

In addition to responsiveness, proposers must demonstrate responsibility. The issuing agency reserves the right to reject any proposal from a proposer who has:

- A history of poor performance on previous contracts.
- Demonstrated a lack of integrity, honesty, or ethical conduct.
- Been involved in violations of labor, environmental, or safety laws.
- Been suspended or debarred from public contracting.
- Failed to comply with the terms and conditions of prior agreements.

Determination of non-responsibility may be based on documented evidence, references, or publicly available records.

It is the sole responsibility of the proposer to deliver its proposal so that it is received by the time and date required. Any proposal received after the specified deadline cannot be considered and will be considered non-responsive.

### 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 RCDTC, nor will grant funds be used for such reimbursement.

### C. LICENSING AND LABOR COMPLIANCE REQUIREMENTS

In accordance with Business and Professions Code Sections 7028.15 and 7028.5, and Public Contract Code Section 3300, all proposers must hold the appropriate and active California contractor license(s) required to perform the scope of work outlined in this contract.

Subcontractors must also possess valid and appropriate license classifications for each specialty they are contracted to perform.

Any proposal submitted by a proposer who does not hold the required license(s) at the time of proposal submission will be deemed non-responsive and rejected. The Resource Conservation District of Tehama County (RCDTC) reserves the right to request proof of valid licensing from the proposer and all listed subcontractors. This documentation must be provided within ten (10) calendar days of request and must demonstrate compliance with all licensing requirements for the duration of the contract.

As this project is a non-merchantable project, the Prime Contractor must hold a valid California contractor license classification appropriate for the type of work to be performed or subcontracted. For work involving tree removal, mastication, stump grinding, pruning, or other vegetation-management activities, contractors must hold a valid **C-61/D-49 (Tree Service)** or other applicable classification authorized by the California Contractors State License Board (CSLB) for the specific work proposed. Please see CAL FIRE's TIMBER HARVESTING DOCUMENTS, TIMBER OPERATIONS ON TIMBERLAND, LICENSED TIMBER OPERATORS, AND GRANT-FUNDED PROJECTS on contractor license here:

[https://www.tehamacountyrcd.org/files/40607f670/HDs+Grants+Memo\\_Final.docx.pdf](https://www.tehamacountyrcd.org/files/40607f670/HDs+Grants+Memo_Final.docx.pdf)

This project is funded by the State of California and will be performed on federal lands. Therefore, it is subject to both:

- **California Public Works/Prevailing Wage requirements, and**
- **The federal Davis-Bacon Act (40 U.S.C. §3141 et seq.)**

All contractors and subcontractors must comply with both sets of labor standards. Key requirements include:

- **Wage Rates:** Workers must be paid no less than the higher of the California DIR prevailing wage determination or the U.S. Department of Labor Davis-Bacon wage determination for the applicable craft or classification.
- **Posting:** Both wage determinations must be posted at the job site in a prominent and accessible location.
- **Certified Payrolls:** Weekly certified payrolls must be submitted using DIR electronic reporting and U.S. Department of Labor Form WH-347 (or equivalent), in compliance with California Labor Code §1776 and federal regulations.
- **Subcontractor Compliance:** Prime contractors are responsible for ensuring all subcontractors comply with both California and federal requirements. Noncompliance may result in penalties, payment withholding, contract termination, suspension, or debarment.
- **Apprenticeships:** Apprentices must be registered in programs approved by both the California Division of Apprenticeship Standards and the U.S. Department of Labor, and must be employed according to applicable ratios and wage regulations.
- **Enforcement:** Violations of these requirements may result in civil and/or criminal penalties under state and federal law.

By submitting a proposal, proposers acknowledge full responsibility for compliance with all applicable California and federal labor laws and agree to follow the higher wage determination for each trade classification.

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors who wish to proposal on, be listed in a proposal, or enter into a contract to perform public work must be registered with the California Department of Industrial Relations (DIR).

No proposal will be accepted, nor will any contract be awarded, without proof of current DIR registration for both the contractor and all listed subcontractors. If awarded a contract, the successful proposer and all subcontractors of any tier must maintain active DIR registration for the duration of the project.

Each proposer must submit a signed Public Works Contractor DIR Registration Certification with their proposal, attesting to the validity of their registration. Failure to submit this form may render the proposal non-responsive. Additionally, each proposer must provide the DIR registration number for each listed subcontractor in the Designation of Subcontractors form.

The RCDTC has obtained the general prevailing rate of per diem wages for each craft or type of worker needed to execute the contract. These rates are available at the RCDTC office or online at [www.dir.ca.gov](http://www.dir.ca.gov). A copy of these rates must be posted by the successful proposer at the job site.

#### ***D. FEDERAL DAVIS-BACON ACT (40 U.S.C. §3141 et seq.)***

Although this project is funded by the State of California, it is being performed on federal land within the Mendocino National Forest. Therefore, under U.S. Forest Service requirements and 40 U.S.C. § 3141 et seq., the federal Davis-Bacon Act wage and labor standards apply to all on-site construction, alteration, and repair work performed under this contract.

The Contractor and all subcontractors of any tier shall comply with all Davis-Bacon labor standards requirements, including but not limited to prevailing wage obligations, certified payroll reporting, posting requirements, and cooperation with labor standard enforcement.

##### **1. Applicable Federal Wage Determination**

Federal prevailing wage rates applicable to this project are those published by the U.S. Department of Labor (DOL) for the appropriate construction type (e.g., Heavy/Highway or Building).

The applicable wage determination will be provided as part of the contract package and is binding on the Contractor and all subcontractors.

The Contractor shall:

- Use the most current DOL wage determination applicable on the date of contract execution.
- Post the complete wage determination at the jobsite in a readily accessible location.
- Ensure that all subcontractors receive and comply with the wage determination.

##### **2. Rate of Pay**

All laborers and mechanics must be paid not less than the higher of:

- The U.S. Department of Labor Davis-Bacon prevailing wage rate, or
- The California DIR prevailing wage rate for the same craft/classification.

Where the two wage schedules conflict, the higher wage, benefit, and overtime standard shall apply.

### 3. Certified Payroll Requirements

The Contractor must submit weekly certified payrolls for itself and every subcontractor of any tier.

Required submission includes:

- DOL Form WH-347 or equivalent, signed with the Statement of Compliance
- California DIR electronic certified payroll reporting
- Full employee information including classifications, hours, rates, fringe benefits, gross/net pay, and deductions

Certified payrolls must be submitted weekly to both:

- The RCDTC Contract Manager
- The California DIR electronic reporting system (as required by Labor Code §1776)

Failure to submit complete and timely certified payrolls will result in withheld payments until deficiencies are corrected.

### 4. Jobsite Posting Requirements

The Contractor must post the following at a clearly visible location on the worksite:

- U.S. Department of Labor Wage Determination
- WH-1321 "Employee Rights Under the Davis-Bacon Act" poster
- California DIR Prevailing Wage Rates notice
- Any additional notices required by USFS or DOL

### 5. Subcontractor Requirements

All subcontractors, regardless of tier, must comply with Davis-Bacon requirements. The Contractor shall:

- Insert the full Davis-Bacon language and applicable wage determinations into all subcontracts
- Ensure subcontractors are properly licensed
- Ensure that subcontractors pay correct wage rates and submit certified payroll
- Remain responsible for any subcontractor noncompliance

Noncompliance by subcontractors may be treated as noncompliance by the prime contractor.

### 6. Overtime and Work Hours

Under the Contract Work Hours and Safety Standards Act (CWHSSA):

- Hours worked over 40 per week must be compensated at not less than 1.5× the basic hourly rate.
- Violations may result in back-wages and liquidated damages assessed by the federal government.

### 7. Compliance Monitoring

The U.S. Forest Service, the RCDTC, or the U.S. Department of Labor may conduct:

- Worker interviews
- Jobsite inspections
- Payroll audits

- Equipment and operation reviews

The Contractor must provide full access to records, employees, and the jobsite when requested.

#### 8. Enforcement and Penalties

Violations of Davis-Bacon requirements may result in:

- Withholding of progress payments
- Withholding of final payment
- Contract suspension or termination
- Assessment of back wages
- Liquidated damages under CWHSSA

Issuance of this RFP does not commit the RCDTC to award a contract, pay any costs incurred in the preparation of a proposal, or procure or contract for any services. The RCDTC reserves the right to cancel this RFP in whole or in part, at any time, if it is determined to be in the best interest of the District.

- Debarment from federal contracts
- Civil or criminal penalties for falsified payrolls

#### 9. Questions and Clarifications

Contractors are responsible for determining correct classifications and wage rates. Requests for clarification must be submitted in writing to RCDTC prior to proposal submission. Classification questions may be forwarded to USFS or the U.S. Department of Labor as needed.

### ***E. 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, the proposer will make no claim against the RCDTC based upon ignorance of or misunderstanding of the specifications.

Prior to commencing any Work and after receipt of the Notice of Award, the Contractor shall submit or cause to be submitted all certificates of insurance and endorsements, showing that the Contractor has the required insurance, to the attention of the RCDTC. Such insurance is to be provided at the sole cost and expense of the Contractor. No Work shall be performed until all the required insurance has been received and approved. Insurance requirements shall be maintained as set forth in the contract.

The RCDTC reserves the right to revise the Contract Documents prior to the proposal receipt date. Revisions, if any, shall be made with written addenda. All addenda issued by the RCDTC shall be made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the RCDTC issues an addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of Proposal, the RCDTC will extend the deadline for submission of Proposal. The RCDTC may determine, in its sole discretion, whether an addendum warrants postponement of the Proposal submission date. Each prospective Proposer shall provide the RCDTC with a name, address, and email address to which addenda may be sent, and a telephone number by which the RCDTC can contact the Proposer. Copies of addenda will be furnished by email, first class mail, express mail, or other proper means of delivery without charge to all parties who have obtained a

copy of the Contract Documents and provided such current information. Please Note: Proposers are responsible for ensuring they have received all addenda. To this end, each Proposer should contact the RCDTC to verify that it has received all addenda issued, if any, prior to the Proposal closure. The Proposer shall indicate the addenda received prior to proposal submission in the space provided in the Proposal Forms. Failure to indicate all Addenda may be sufficient cause for rejecting the Proposal.

In accordance with the Labor Code, contractors or subcontractors may not work on a public works project with a subcontractor ineligible to do so pursuant to Labor Code Sections 1777.1 or 1777.7. Any contract on a public works project entered between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money paid to a debarred subcontractor by the Contractor for the Project shall be returned to the RCDTC. The Contractor shall be responsible for paying wages to workers of a debarred subcontractor allowed to work on the Project.

Contractors and subcontractors shall submit weekly certified payroll records as required under California Labor Code §1776 and the federal Davis-Bacon Act. Payrolls shall be submitted electronically to the California DIR system and, where required, on U.S. Department of Labor Form WH-347 (Certified Payroll Report) or an equivalent form.

Pursuant to Labor Code section 1735 and other applicable provisions of law, the Contractor and its Subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law on this Project. The Contractor will take affirmative action to ensure that employees are treated during employment or training without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law.

Each proposer shall submit its proposal with the understanding that proposals shall be treated as confidential until formal award by the RCDTC Board of Directors and thereafter subject to disclosure in accordance with the California Public Records Act.

No Proposer shall be allowed to make, file or be interested in more than one Proposal for the same work unless alternate Proposal are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a Proposer, or that has quoted prices of materials to a Proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Proposers or from simultaneously submitting its own Proposal as a prime contractor.

Proposers on all public works contracts are required to submit a declaration of Non collusion with their Proposal. This form is included with the Proposal Forms and must be signed and dated under penalty of perjury.

Any Proposal may be withdrawn either personally or by written request, incurring no penalty, at any time prior to the scheduled closing time for receipt of Proposal. Requests to withdraw Proposal shall be worded so as not to reveal the amount of the original Proposal. Withdrawn Proposal may be resubmitted until the time and day set for the receipt of Proposal, provided that resubmitted Proposal are in conformance with the instructions herein.

Proposal may be withdrawn after proposal receipt only by providing written notice to the RCDTC within five (5) working days of the Proposal opening and in compliance with Public Contract Code section 5100 et seq., or as otherwise may be allowed with the consent of the RCDTC.

Please refer to article 13 in the contract for insurance requirements.

Please refer to article 4 and Exhibit B in the contract for payment terms and conditions.

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 RCDTC'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 RCDTC determines that the nonconformity is either a minor irregularity or that the defect or variation in the proposal is immaterial or inconsequential. The RCDTC may give the proposer an opportunity to cure any deficiency resulting from a minor irregularity or an immaterial or inconsequential defect, or RCDTC may waive such deficiency, whichever is most advantageous to the RCDTC.

#### ***F. SUCCESSFUL PROPOSAL AS PART OF CONTRACT SERVICES***

Proposals received in response to this solicitation, at the RCDTC'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 RCDTC reserves the right to negotiate modifications or revisions to any awarded contract.

#### ***G. 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 RCDTC's requirements. The following describes the evaluation process and associated components.

##### **1. Selection Process**

- a) The RCDTC shall name, for the purpose of evaluating the proposals for this RFP, a Selection Evaluation Team composed of members of the RCDTC and/or RCDTC Board of Directors appointed to assess submitted qualifications. The RCDTC reserves the right to include as part of the Selection Evaluation Team any qualified representatives from other agencies or entities.
- b) The RCDTC reserves the right, in its sole discretion, to conduct negotiations with one or more proposers determined to be within a competitive range, or with the highest-ranked proposer only. The RCDTC may terminate negotiations at any time, with or without cause, and may initiate negotiations with the next highest-ranked proposer or re-solicit proposals. Negotiations may include, but are not limited to, scope of work, project schedule, staffing, deliverables, contract terms, pricing structure, or total compensation, provided that any final contract remains within the overall project budget and complies with applicable law.
- c) 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 Selection Committee. Proposers shall be prepared to respond to

requests by the Selection Evaluation Team for additional items deemed necessary to assist in the evaluation process.

## 2. Evaluation Criteria and Scoring

- a) The Selection Evaluation Team shall be responsible for performing the evaluations of each proposal. Best approach determination shall be the evaluation method used when considering criteria other than merely cost. Each member of the team shall rate the proposers separately. The scores of each of the team members shall then be combined 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.

1.	Ability to Meet Project Objective	Clear methodology for meeting the objective of scope of work.	Pass/Fail
2.	Total Pricing	<ul style="list-style-type: none"> <li>• The proposer’s total proposal amount must comply with the District’s established maximum project budget.</li> <li>Pass criteria: <ul style="list-style-type: none"> <li>• Total pricing is at or below the maximum allowable amount</li> <li>• Pricing is submitted on all required forms</li> <li>• No unauthorized exclusions, omissions, or errors</li> <li>• Pricing is internally consistent and mathematically correct</li> </ul> </li> <li>Fail criteria: <ul style="list-style-type: none"> <li>• Total pricing exceeds the maximum allowable amount</li> <li>• Missing pricing forms or incomplete totals</li> <li>• Unbalanced, irregular, or non-compliant pricing</li> </ul> </li> </ul>	Pass/Fail
2.	Licensing, Certifications, and DIR Registration	Valid and current California contractor licenses, DIR registration LTO License, and subcontractor compliance provided	Pass/Fail
3.	Experience and Qualifications	Demonstrated experience with similar reforestation projects at the project’s landscape scale.. Relevant references and staff qualifications included	Pass/Fail
4.	Completeness and Responsiveness	Proposal format, clarity, and inclusion of all required documents.	25 Points
5.	Project Approach and Technical Understanding	Clear methodology for scope of work, understanding of environmental/regulatory requirements, and safety measures. Realistic project schedule, staffing plan, and equipment resources. Flexibility to accommodate weather, access, and environmental restrictions.	30 points

6.	Timeline and work plan	Most efficient and realistic project timeline	15 points
7.	Cost Proposal	<ul style="list-style-type: none"> <li>The Cost Proposal will be evaluated relative to the lowest-priced responsive proposal received. A maximum of 20 points may be awarded for cost.</li> <li>Cost scores will be calculated using the following formula:</li> </ul> <div style="background-color: #333; color: white; padding: 10px; text-align: center; margin: 10px 0;"> <math display="block">\text{Cost Score} = \left( \frac{\text{Lowest Responsive Bid}}{\text{Bid Under Evaluation}} \right) \times 20</math> </div> <ul style="list-style-type: none"> <li>The lowest-priced responsive proposal shall receive the full 20 points.</li> <li>All other Proposal shall receive proportionately lower scores based on the formula above.</li> <li>Proposal that are non-responsive, unbalanced, or that include unauthorized exclusions will not be scored.</li> <li>The District reserves the right to reject any proposal that is deemed unreasonably low or high in relation to the overall project scope and budget.</li> </ul>	20 points
8.	Local Workforce and Community Benefit	Proposers with primary business addresses in the counties of Tehama, Shasta, Glenn, Butte counties. Partnerships with local businesses, training opportunities, or other measures that provide direct community benefit.	10 points
	Total		100 Points

### 3. Contract Award

Award will be made to the qualified proposer(s) whose proposal(s) are determined to be most advantageous to the Resource Conservation District of Tehama County (RCDTC), considering cost and all other evaluation factors. Notice of intent to award will be issued following a public meeting of the RCDTC Board of Directors, during which the recommended contractor selection is presented as an item on the publicly posted agenda.

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

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

Once the RCDTC notifies the proposer of the intent to award, the proposer shall have ten (10) calendar days, excluding Saturdays, Sundays, and legal holidays, to

submit all required documents and certifications. For proposers who have not previously been bonded and require additional time to obtain bonding, a reasonable extension may be granted at the discretion of the RCDTC upon written request. The contract shall not be executed until all required documents and certifications have been received and verified by the RCDTC. Upon receipt and acceptance of all properly completed and executed materials, the RCDTC will execute the contract and issue a formal Notice to Proceed.

Failure of the lowest responsive and responsible proposer to execute the contract and file acceptable insurance certificates and any required bonds as provided herein within ten (10) calendar days of award of the contract, not including Saturdays, Sundays and legal holidays, shall be just cause for the forfeiture of the proposal bond unless an approval of extension has been granted. The successful proposer may file with the soliciting entity a written notice, signed by the proposer or his authorized representative, specifying that the proposer will refuse to execute the contract if presented to him. The filing of such notice shall have the same force and effect as the failure of the proposer to execute the contract and furnish acceptable certificates of insurance and bonds within the time herein before prescribed.

Proposers are advised that the RCDTC reserves the following prerogatives:

- a. Reject any Proposal, at its discretion, including Proposal found to be conditional or incomplete, contain irregularities, contain any interlineations or alterations, or found to be not responsive to this RFP.
- b. Waive any errors or informalities in any proposal to the extent permitted by law.
- c. Disqualify any proposer in accordance with the instructions herein.
- d. Investigate the qualifications of any proposer under consideration.
- e. Require confirmation or clarification of information furnished by the proposer.
- f. Require additional evidence of proposer's ability to perform the Work described in these proposal documents.
- g. Contact the submitted references to confirm information provided in the proposal.
- h. Postpone or cancel the entire RFP or a portion thereof.
- i. Postpone the proposal receipt or award for its own convenience.
- j. Award a contract in part or in combination of items.
- k. Issue subsequent RFP's.
- l. Seek the assistance of outside technical experts to review the Proposal.
- m. Disqualify a proposal upon evidence of collusion, with intent to defraud, or other illegal practices on the part of the proposer.
- n. Require proposer to provide proof as to the equality, substitutability, and compatibility of any items proposed as alternates or equals.

- o. Determine, at the RCDTC's sole discretion, the equality, substitutability, and compatibility of any items proposed as alternates or equals.
- p. Exercise any other rights under the RCDTC's charter or municipal code. The RCDTC has no obligation to consider any proposal unless it is responsive to this RFP and conforming in all respects to the form of contract. This RFP does not commit the RCDTC to enter into a contract.
- q. To consider historic information and fact, whether gained from the proposer's proposal or any other source, in the evaluation process, and
- r. The proposer is cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories and the RCDTC 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.

#### **H. OTHER REQUIREMENTS**

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

- a. Make available to the RCDTC its federal Tax Identification Number (TIN) or Social Security Number (SSN)
- b. 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 RCDTC, prevailing wage etc.
- c. Meet the requirements for audit of its expenditures if required in the above documents.

#### **1. Protest/Appeal Process**

The following procedure is provided in the event that a proposer wishes to protest the RFP evaluation and selection process or appeal the recommendation to award a contract once the Notices of Award/Non-Award have been issued.

- Any protest must be submitted in writing to the RCDTC mailing address PO box 1232, Red Bluff, CA 96080. Attention: Jon Barrett. RCDTC District Manager
- The protest must be submitted before 5:00 PM on the 5<sup>th</sup> 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 proposal 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 RCDTC 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 20 business days of receipt of the appeal/protest.

## **2. 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.

All proposals submitted in response to this RFP shall be treated as confidential records until such time as the RCDTC Board of Directors has taken formal action to award a contract. Following Board award, proposals shall become subject to disclosure in accordance with the California Public Records Act, except for those portions of proposals that are exempt from disclosure under applicable law.

## **SECTION SIX: ATTACHMENTS**

Attachment A – Prevailing Wage Determinations

Attachment B – Maps

Attachment C – Sample Contract

Attachment D – Fire Plan for Construction and Service Contract

Attachment E – Winter Period Operations Plan

Attachment F – Labor and Performance Bond Samples

Attachment G – Payment Schedule Sample

Attachment H – Existing Grant Agreement