

REQUEST FOR PROPOSAL (RFP)
FOR CEQA SURVEYS, TREATMENT PRESCRIPTION, and MAPPING
CONTRACTED SERVICES TO
TUOLUMNE COUNTY RESOURCE CONSERVATION
DISTRICT (TCRCD)
TO ACCOMPLISH TASKS OF THE
Project Name: Pine Mountain Lake Fuel Reduction Project
Grant: 5GG20174

FOR INFORMATION ABOUT THE PROJECT	Gordon Long Project Manager Email: glong@calaverasrcd.org Cell (209) 791-0286
RFP RELEASE DATE	November 28, 2022
PRE-BID TOUR	The Pre-Bid Tour is optional, however bidders are strongly encouraged to attend. The tour will start on December 9, 2022 at 9 am at Mary Lavaroni Park in Groveland, CA. Contact Gordon Long: glong@calaverasrcd.org to RSVP for the tour. A tour of the Project Area will follow. The location is noted on the Pre-Bid Tour map included in this package. Questions received by the Project Manager before 5 pm December 12, 2022 will be answered and distributed to all bidders by email.
RFP CLOSING DATE	Proposals must be submitted electronically to TCRCD 's Tricia Peller's email @ tricia@tcrd.org by 5 pm on December 14, 2022.
CONTRACTOR SELECTION	Project Contractor will be selected no later than December 21, 2022. All bidders will be notified by email of Contractor selection.
PROJECT COMMENCEMENT DATE	Work can begin after the contract has been executed, on a date agreed upon by TCRCD and contractor. Some facets of this contract are season-dependent, such as botanical and biological surveys.
PROJECT COMPLETION DATE	Tasks 1 & 2 must be completed by May 31, 2023. Task 3 may extend through 2024. All invoices to be submitted no later December 31, 2024.

REQUEST FOR PROPOSALS (RFP)

SECTION ONE: ACTIVITIES AND TIMELINES

Activity	Date
Release of RFP	November 28, 2022
Pre-Bid Tour	December 8, 2022
Deadline for RFP responses	December 12, 2022
Deadline for Proposals	December 14, 2022
Selection Committee evaluates and ranks proposals	Dec 15-20, 2022
Notice of contract award (tentative)	December 21, 2022
Contract executed (tentative)	January 10, 2023
Project Start Date (tentative)	January 20, 2023

SECTION TWO: PROJECT BACKGROUND AND OVERVIEW

In May 2021, the Tuolumne County Resource Conservation District (TCRCD) submitted a grant application to CalFire. The grant was awarded in late 2021 and the contract and funding agreements have been executed. The overall project must be completed no later than March 15, 2025.

PROJECT DESCRIPTION:

The extended drought and bark beetle infestations that have occurred over the last decade in the central Sierra Nevada region has dramatically impacted forest structure and health in the area

Conifer and hardwood mortality in this region, and specifically this project area is substantial. These heightened levels of dry and dense vegetation in a highly populated Wildland Urban Interface (WUI) setting are in close proximity to the town of Groveland and the community of Pine Mountain Lake Association (PMLA). Highway 120 is an important gateway to Yosemite National Park. Both PMLA and Groveland are large economic centers within Tuolumne County. This fuels reduction project will dramatically decrease the wildfire threat to the 2,834 parcels within PMLA, and the approximately 1,250 other parcels within the Groveland Community Service District. This region of Tuolumne County has historically been impacted by large wildfires. This project's intent is to develop a defensible fuel break on the eastern flank of Pine Mountain Lake and Groveland. This project will develop a defensible fuel break of approximately 640 acres, using the anchors of Highway 120 to the south and the rim of the Tuolumne River to the north. Additionally, approximately 300 acres of the mastication footprint has been designated to receive maintenance work through the release of a large goat or sheep herd toward the end of the grant cycle.

The Tuolumne County Resource Conservation District (TCRCD) is seeking proposals from qualified individuals and/or companies to conduct work detailed in the SCOPE OF SERVICES. The TCRCD will be the designated “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 Tuolumne County Resource Conservation District. The TCRCD intends to award contract to the Proposer who best meet the TCRCD’s requirements. Proposals will be evaluated for “best value” not necessarily “lowest price”.

TCRCD has identified three tasks to be addressed in response to this RFP:

TASK 1: CEQA Process – Contractor will execute all required steps in the California Environmental Quality Act (CEQA) process:

- Determine CEQA document required, dependent upon results of field studies and research, ie. Categorical Exemption (CE), Negative Declaration (ND), Mitigated Negative Declaration (MND), etc.
- Field surveys as required:
 - Pre-survey database searches for regulated species known to occur within 3 miles of the project areas
 - 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 (CA Forest Practices Act, current forest practice rules) of all wetlands and stream courses in the project area
- Initial Study (if CE is not used)
 - Required consultations with responsible and trustee agencies
 - 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
 - All required surveys and reports (biological, botanical, wetland/stream, archeological)
- CEQA Reports and Documents
 - Development of a CEQA document that includes a full assessment of natural resources including silviculture, archeology, biology, soils, air quality, hydrology, and aesthetics for the California State Clearinghouse notice.
- CalFire has informed Project staff that a Notice of Exemption (NOE) will not suffice for this project, due to the presence of at least one species of concern, the Great Gray Owl

TASK 2: Mapping

Contractor will develop detailed maps of treatment Units. The maps that accompany this RFP define the project footprint. Buffer zones for avoidance regions will be plotted on maps, and acreages of these avoidance buffers will be established. These maps need to be geo-referenced and supported by the Avenza application.

Mapping will take into consideration up to three (3) treatment types: 1. mastication 2. Handwork in critical areas, and 3. prescribed grazing by domestic livestock on approximately 50% of the mastication/handwork footprint. Mapping will be based on the treatment prescriptions developed outside of this contract RFP. The resultant maps will clearly define sizes, shapes, and locations of work areas to be treated and any required avoidance or buffer zones. Seasonal restrictions into consideration, expediting the completion of the project.

Details of these maps will include:

- Access points for heavy machinery
- Traffic control areas
- Watercourses & buffers
- Protected species & buffers
- Archeological sites & buffers

Maps will be provided in an electronic format that includes GIS compatible shape files and Geospatial PDF files for use with Avenza that can be easily accessed and utilized by field contractors and project staff.

TASK 3: Treatment Prescription

A Registered Professional Forester (RPF) is required to design, write, and review fuel hazard reduction, vegetation reduction, and/or removal treatment practices, as defined in PRC §753, that meet the conditions of the California Forest Practices Act and other applicable regulations.

The prescriptions will describe how to effectively remove or redistribute standing vegetation, as well as dead and down material, while spacing the residual overstory to create stand conditions that will serve to impede the movement of a wildfire and provide a strategic location from which to stop the advance of a ground fire.

The RPF will be required to make a minimum of two (2) site visits during and following ground operations to determine if the prescription is properly implemented. Additional visits may be negotiated by TCRCD.

Proposed Schedule: TCRCD intends to have a CEQA/RPF contractor selected and contract executed no later than January, 2023. The goal is to have all tasks (minus periodic site visits) completed by May 31, 2023. This would allow potential field mastication to occur soon thereafter. The contract issued for this work will terminate on March 15, 2025.

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 complete, proposers must provide all requested information.

Each proposer must submit one original proposal in electronic format (Adobe pdf is preferred) via email to proposals@calaverasrcd.org, no later than December 14, 2022

A. PROPOSAL ELEMENTS

1. Cover Sheet to include:

- Title of Proposal
- Name and address of company
- Contact person, phone and email address

2. Qualifications and Experience

Provide an overview of your experience with similar projects and comparable work. Describe your experience coordinating with project managers, state agencies, and lead agencies. Include information pertaining to licenses, permits, etc.

3. References

Include at least three references who can speak to your past performance and capability on similar projects, including at least one reference who has worked with you within the last 18 months.

4. 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 TCRCD'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.

5. 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.

6. Bid Presentation

Bids shall reflect costs for the project broken down by task. TCRCD intends to award only one contract, so bidders must be able to provide solutions for all three tasks. If it is the bidder's intention to subcontract for some services, note that in your bid and identify subcontractors.

Bids for each deliverable task are to be entered in the table on page 13.

SECTION FIVE: RFP PROCESS

A. SUBMITTAL OF PROPOSALS

Proposals must be sent as Adobe PDF documents via email to tricia@tcrccd.org and received no later than 5 p.m PST December 14, 2022. Please include yourself as a recipient so that you will have an electronic record of your submittal.

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 not be accepted.

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 TCRCD, 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 TCRCD 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 public disclosure.

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

D. SUCCESSFUL PROPOSAL AS PART OF CONTRACT SERVICES

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

E. 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 TCRC D's requirements. The following describes the evaluation process and associated components.

1. Selection Process

- a) The TCRC D shall name, for the purpose of evaluating the proposals for this RFP, a Selection Committee composed of representatives from the TCRC D. The TCRC D reserves the right to include as part of the Selection 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 Selection Committee. Proposers shall be prepared to respond to requests by the Selection Committee for additional items deemed necessary to assist in the evaluation process.

2. Evaluation Criteria and Scoring

- a) The Selection 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 merely cost. Each member of the Committee shall rate the proposers separately. The scores of each of the Committee 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.

	Completeness of Proposal	
	All Required Licensing and Certifications	

	Within Budget	
	Approach	
	Qualifications and Experience	
	Attendance to Bid Tour	
	Cost	

	<p>Local Workforce – bidders with primary business addresses in the counties of Tuolumne, Amador, Calaveras, or Mariposa will be awarded 10 points.</p>	
	<p>Total</p>	

3. Contract Award

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

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

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

Proposers are advised that the TCRCD 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 TCRCD 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 TCRCD, a proposer must meet the following requirements:

- Make available to the TCRCD 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 TCRCD
- Meet the requirements for audit of its expenditures if required in the above documents.

A. 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.

B. 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 for the Pine Mountain Lake Fuel Reduction Project once the Notices of Award/Non-Award have been issued.

- Any protest must be submitted in writing to TCRDC's office at 77 North Washington Stree, Sonora, CA 95370 or mailed to the same address presented above. Attention: Lindsay Mattos. TCRCD District Manager
- The protest must be submitted or postmarked before 6:00 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 TCRCD 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.

C. 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

TCRCD 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 Selection 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 terminate on December 31, 2024. 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 CALFIRE, or administrative delays on the part of responsible and trustee agencies.
- The TCRCD 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 TCRCD

The contract will be subject to termination by either party upon 30 days advance, written notice of intent to terminate. The TCRCD 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 CALFIRE 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 TCRCD 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 CALFIRE budget for purposes of this project, the TCRCD 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 TCRCD. The Contractor's insurance policies shall be placed with insurer(s) with acceptable Best's rating of A. The Contractor shall provide notice to the TCRCD 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). This coverage is unnecessary if Contractor employs no staff.
- **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 and not less than two million dollars (\$2,000,000) aggregate. 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.

Policy Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific provisions:

- The TCRCDC, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds (“TCRCDC additional insureds”).
- This policy shall be considered and include a provision it is primary as respects the TCRCDC additional insureds and shall not include any special limitations to coverage provided to the TCRCDC additional insureds. Any insurance maintained by the TCRCDC, including any self-insured retention of TCRCDC, shall be considered excess insurance only and shall not contribute with it.
- This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- The insurer waives all rights of subrogation against the TCRCDC additional insureds.
- Any failure to comply with reporting provision of the policies shall not affect coverage provided to the TCRCDC additional insureds.

Deductibles and Self-Insured Retentions: Any deductibles for self-insured retentions must be declared to and approved by the TCRCDC. At the TCRCDC’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 TCRCDC, a new policy or endorsement shall be promptly obtained and evidence submitted to the TCRCDC 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 TCRCD, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "TCRCD") 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 TCRCD for any expenditures, including reasonable attorney's fees, the TCRCD may make by reason of such matters and, if requested by TCRCD, 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 TCRCD or any other person; provided, however, that Contractor shall not be required to indemnify TCRCD for the proportion of Liability a court determines is attributable to the negligence of willful misconduct of the TCRCD.

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

COST PROPOSAL

It is the intent of TCRCD to award only one contract for this work. If your bid includes work to be performed by subcontractors, identify the tasks and subcontractors below.

MANDATORY TASKS	BIDS
TASK 1: CEQA PROCESS	\$
TASK 2: MAPPING	\$
TASK 3: TREATMENT PRESCRIPTION	\$
TOTAL BID:	\$

If the above bids assume use of subcontractors, please provide information below:

PROPOSED USE OF SUBCONTRACTORS
TASK 1: CEQA PROCESS
Subcontractor: What aspects of this task will subcontractor be responsible for? Have you worked with this subcontractor before? If so, provide details.
TASK 2: MAPPING
Subcontractor: What aspects of this task will subcontractor be responsible for? Have you worked with this subcontractor before? If so, provide details.
TASK 3: TREATMENT PRESCRIPTION DEVELOPMENT BY AN RPF
Subcontractor: What aspects of this task will subcontractor be responsible for? Have you worked with this subcontractor before? If so, provide details.

ADDENDUMS

- Project maps