



**Feather River Resource Conservation District
Plumas Emergency Forest Restoration Project
Reforestation
Request for Proposals
February 7, 2023**

1. PROJECT DESCRIPTION

The purpose of this Request for Proposals is to solicit potential contractor's interest in providing services for planting of conifer crop trees within areas burned by the 2021 Dixie Fire. The work units were mechanically prepared in 2021/2022 via mechanical harvesting, mastication, and/or chipping. Planting units are on private non-industrial lands, representing 31 individual land owners. Feather River RCD will supply seedlings as one-year styro 6 container stock, to be stored at a central location. Contractor will be responsible for transportation of seedlings from storage to planting locations.

This project is in collaboration with and funded by the California Department of Forestry and Fire Prevention (CalFire), and United States Department of Agriculture, therefore will adhere to Federal and State regulation and Best Management Practices that are outlined in the contract and identified in State and Federal environmental compliance documentation.

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

2. PROJECT LOCATION

The project is located on private, non-industrial parcels in Plumas County, California. All properties were burned at high severity and have been mechanically site prepped to remove dead trees and other vegetation. Properties are primarily located in the vicinity of Indian Valley/ Greenville/ Indian Falls/ Chester. Seedlings will be stored for daily pick up at in Crescent Mills. Locations of all units are noted on the bid sheet/ project maps.

Description: Work unit boundaries are virtual in nature and are available via georeferenced PDF maps. It is expected that an onsite foreman will have GPS, tablet or other device that is capable of accessing shapefiles or PDF maps. Boundaries will generally be identifiable features on the ground, such as roads, topographic ridges, drainage buffers, or residual tree line, and within areas mechanically. Flagging may be available in instances where property lines of non- participating parties exist. Excluded portions (non-treatment areas) of units will include riparian buffers, control areas, excluded property boundaries and steep slopes not adequately prepared for planting by mechanical equipment.

Accessibility: All units are accessible via a combination of public (County, State, US Forest Service) or by private roads. If access is needed by private road, Feather River RCD staff has secured permission from landowners and will send a representative during planting. Most roads will be accessible by 2 wheel drive during dry condition but may require 4-wheel drive when wet. All off-road equipment used on this

project shall be washed before moving into the project area so that the equipment is free of soil, seeds, vegetative material, or other debris that could contain or hold seeds of noxious weeds.

3. DEFINITIONS

Acceptable Quality Level (AQL) - The maximum allowable deviation from the Quality Standard established by the District for work performed in this contract before the District will invoke payment deductions. The AQL does not allow a Contractor to knowingly offer or perform defective services below the Quality Standard, but limits reduced payments to circumstances in which defective performance results in a measurable reduction in the value of services received by the District.

Brush - A brush or scrub tree with broad leaves rather than needles. Examples: Manzanita, Deer brush and Gooseberry.

Brushcutting: To sever all competing vegetation within a 5 foot radius around each crop tree based on an approximate spacing designated in the table that is less than or equal to ½-inch in diameter below the root collar or where no definite root collar is present, ½-inch below the original soil level. Vegetation larger than ½-inch in diameter will be severed at no greater than 2 inches above ground level or root collar. The vegetation may be pulled or cut out.

Competing Vegetation: Refers to any of several woody shrubs and hardwoods with broad leaves that are potential competitors for established crop trees which may be encountered in this contract.

Conifer - A cone-bearing tree with needles or leaf scales. Examples: Pine, True-fir, Incense Cedar and Douglas fir.

Cotyledon Scar - Lowest point on stem from which branches will grow. Marked by a distinct ring in the bark of most species of tree seedlings.

Crop Tree - A well growing, healthy, vigorous, planted or comparably sized natural tree that contributes to average spacing requirements and overall count of trees per acre, is superior or equal to the immediately adjacent tree(s) in terms of height, live crown ratio and overall vigor, is free from damage to the bole or terminal leader and the foliage is healthy green and not faded. Crop trees are trees intended to become a component of the future forest stand. A crop tree is determined by both spacing and vigor. Crop trees shall generally be those trees that are of the tallest height, largest crown, straightest stem and fastest growth that are free of damage. If no healthy, undamaged tree exists at the desired spacing, then a tree with minor damage may be selected as a crop tree. Planted trees shall be considered first for selection as crop trees, then natural trees.

Damage - Any injury to the main stem or branches of treated trees from release efforts. Injuries include severing, scraping, stripping, or breaking of any portion of the tree.

Damaged Trees: Any injury or damage caused by the contractor's performance of work exposing the cambium (ie., the bole, cut limbs in the upper 50% of the tree, cut tops) and/or any conifer buried or partially buried by soil, rock, humus, litter, or slash in the top 50% of the crown of the tree caused by the

contractor's performance of work. Potential crop trees which are uprooted are also considered damaged trees.

DBH, Diameter at Breast Height - The measurement of bole width through the center of a tree, taken at four and a half feet above ground line on uphill side.

Dominant Tree - A tree that is noticeably taller, more vigorous, having a fuller crown, and bearing fewer signs of physical damage or disease than adjacent trees.

Drip Line - An imaginary perimeter or circle existing on the ground beneath the outer limbs of an over story tree. It is the area on the ground where rainfall being shed by outermost limbs of a tree would land.

Fertilizer pack: A "teabag" sized packet of controlled release fertilizer to be placed adjacent to the planted tree to assist with growth and vegetative competition.

Foreign Material in Planting Hole: Dry soil, ash, organic matter, rock or any other material other than moist soil that could hinder the growth or survival of the planted seedling.

Former Burn Piles: The blackened earth and ash that exists following the burning of debris piles within planting prior to planting.

Excess Tree: A tree that is left but should have been cut to meet spacing standards or trees-per-acre requirements

Green Vegetation: Includes all living vegetation including but not limited to woody shrubs, grasses and ferns.

Grub Circle- A circle with a specified radius that is centered on planted or native conifers. All vegetation shall be removed from this circle except the selected leave tree(s). The radius is measured on a horizontal plane, NOT slope distance.

Grubbing - The cutting of specified vegetation below its first lateral root or a minimum of six inches below the surface within a specified distance from a selected leave tree.

Hardwood Trees - Trees with broad leaves rather than needles. Example; Oak, Madrone, and Maple.

Hardwood Clumps: Stems of California black oak, live oak, tanoak, maple, and Pacific madrone originating from a common stump or root collar.

Herbaceous Vegetation - Any plant that does not develop persistent wood tissue above ground, i.e. grasses, forbs, ferns, mountain rose, and snowberry.

Herbicide: The concentrate before mixing occurs (53.8% Glyphosate active ingredient)

Herbicide mixture: The combination of herbicide, water, surfactant, and dye

Insect Infested or Diseased Trees: **Insect Signs:** A tree pitching sap from the bark in multiple spots on the bole, dead tops, single trees or a group fading from yellow to red. **Disease Signs:** For all conifers, fading, loss of foliage and the presence of conks on the bole are most likely signs of a root disease. Leafless yellow-green mistletoe shoots (approx. 3-8 inches long) and stem cankers appear on trees infected with Dwarf Mistletoe. On ponderosa pine, small to large pear shaped galls on branches or stems is a sign of Western Gall Rust. On sugar pine, stem/branch canker, yellow to red flagging of branches and tops are signs of White Pine Blister Rust.

Interplants - These are stands being planted, but containing various amounts of residual or previously planted seedlings/saplings.

Lateral Root - A root that extends horizontally from the primary root and serves to anchor the plant securely into the soil

Leave Tree - Tree(s) to be left standing and undamaged that comprise the stand following planting operations. May include conifers or hardwoods.

Microsite Planting - The planting of tree seedlings in plantable spots most favorable to seedling survival and growth. Examples of favorable micro site features that provide protection from sun, wind, animals, and other damaging agents are spots located adjacent to the following: down dead logs, log round debris, conifer tree stumps.

Mineral Soil - A soil consisting mostly of, and having its properties determined predominantly by, mineral matter, usually containing less than 20 percent organic matter but sometimes containing an organic surface layer up to 12 inches deep.

Natural - A living conifer seedling that germinated from seed within the treatment area (versus a seedling grown in the nursery and artificially planted within the work unit)

NNIP's - Non-native invasive plants. For the purpose of this contract this refers to, French broom (*Cytisus monspessulanus*), Scotch broom (*Cytisus scoparius*), Spanish broom (*Spartium junceum*), and yellow starthistle (*Centaurea solstitialis*). French broom, Scotch broom, and Spanish broom may be collectively referred to as "broom".

Plantable Spot - An area from which vegetation, ash, duff, snow and debris has been or can be removed and a tree seedling can be planted as specified elsewhere herein.

Quality Standard - The established standard against which all of the Contractor's performance shall be measured.

Release - The removal of competing vegetation and excess trees from a tree selected to become a leave tree. A treatment that aims to increase the growth rate of existing trees. A treatment designed to free young trees from undesirable, usually overtopping, competing vegetation.

Riparian Buffers – Areas within WLPZs where work is restricted to no treatment. These buffers are as follows: If an applicable WLPZ is within a unit it will be noted in the schedule of treatments.

Rocky Ground - Where soil content is greater than 70% coarse rock fragments greater than 1 inch in size.

Root Collar - The point on the stem of the tree seedling where the ground line was when the tree was grown in the nursery. This is usually distinguished on the stem of the seedling by a change in color from green to yellow or brown. In grasses and shrubby vegetation this is usually noted by the presence of roots growing at a point below ground level.

Root Collar: The swelling on the stem of a tree seedling, above the roots and below the needles, indicating the original position of the tree in respect to the ground line.

Root Crown. - The transition zone between stem and root usually located at or below the ground surface.

Root Length - Root length will be measured from the root tips to the cotyledon scar.

Satisfactorily Planted Seedling/tree - A seedling planted in full accordance with all planting specifications set forth in this contract.

Scalp - To remove all ash, duff, sod, crowns of living plants and roots to moist mineral soil. Spacing - The horizontal distance between two adjacent crop trees.

Seed scalp - Removal of duff, litter, and the top 1" of mineral soil where a planting attempt is made. For the purposes of this contract: The planter shall remove up to 3" of mineral soil until moist soil is reached and the seed scalp shall be approximately 17" in diameter at a minimum

Slash - Competing vegetation cut during performance of this contract and any other woody debris in the work area.

Special Aquatic Features – wet meadows, seeps, and ponds.

Stand - The measured area to be planted.

Stem Diameter - Thickness of the stem on brush measured one inch above ground level.

Stump Sprout - Growth originating from a hardwood stump.

Suitable Tree - A tree of good form and vigor which shows no physical damage and which conforms to the size, characteristics, and species specified.

Take Tree: Any tree that is to be cut per the specifications.

Target vegetation: All vegetation except crop trees and other excluded vegetation

Tree bole: The trunk or stem of a tree.

Tree Wall - An existing tree stand along the perimeter of a plantable unit.

Triple rinse: Filling the empty container at least 1/10 full of clean water, replacing the container lid, shaking vigorously for at least 15 seconds, and immediately pouring contents from the container into the batch tank, and repeating this for a total of three times.

Uncut Vegetation: A single piece of green vegetation that is above a single root crown.

Unplantable Spot - An area within the specified spacing limits in which it is not possible to plant a seedling according to specifications. Berms and mounds of soil, as well as standing water, are unplantable spots. Unplantable spots will be recognized as areas of mounds of loose soil subject to unusual drying or erosion, abnormal small depressions subject to filling with soil or debris, rock outcrops, permanent roadways, active stream courses, meadow seeps, areas where snow or slash depth is more than 12 inches in depth, and where greater than 75 percent of the soil profile to a depth of 12 inches is composed of rock greater than ½ inch in diameter.

Unsatisfactorily Planted Seedling/tree - A planted seedling, which fails to meet one or more of the specifications for a satisfactorily planted seedling.

Wasted Seedlings - Seedlings which are lost, damaged, destroyed, or handled contrary to the specifications for care of seedlings. Planted seedlings in excess of the maximum number of seedlings creditable as specified elsewhere herein are also considered to be wasted seedlings.

Weed Wrench - a manually operated tool used for pulling shrubs and other vegetation out of the ground with the roots still intact.

Watercourse and Lake Protection Zones (WLPZ)- a strip of land, along both sides of a watercourse or around the circumference of a lake or spring, where additional practices may be required for protection of the quality and beneficial uses of water, fish and riparian wildlife habitat, other forest resources and for controlling erosion.

Woody Vegetation -Vegetation over one inch in height that has stems and branches that are composed mostly of a hard fibrous substance over one inch in height. Blackberry and raspberry vines are considered as woody vegetation for the purposes of this contract.

Woody Shrubs: also referred to as brush. Species that have woody stems but are not trees examples include manzanitas, bitter cherry, whitethorn, and chinquapin.

4. SPECIFIC WORK REQUIREMENTS

Work Item #1 – Tree Planting – Cluster

- **784** acres of manual planting in units that have been site prepped by salvage logging, chipping, and mastication; (Attachment A). Residual woody debris, included chips, shall be no more than 6” depth. Manual planting will consist of the planting of one-year old container stock in a 3-tree cluster formation at the rate of 100 trees per acre. The three trees in each cluster shall be planted approximately 8 feet apart, with a distance of 24 feet between centers of each cluster. A 25% variance in spacing for suitable microsite applies. Trees can be spaced off of live trees when present, and species should be mixed. See Cluster Plant Diagram, Attachment B.

Work Item #2 – Tree Planting – Row

- **85** acres of manual planting in units that have been site prepped by salvage logging, chipping, and mastication; (Attachment A). Residual woody debris, included chips, shall be no more than 6” depth. Manual planting will consist of the planting of one-year old container stock in a rows at the rate of 194 trees per acre. Planted with 15’ spacing. Trees can be spaced off of live trees when present, and species should be mixed. A 25% variance in spacing for suitable microsite applies.

Note: Planting units range in elevation from 3,200’ – 5,200’. Unit elevation bands are noted in Attachment C: Price Sheet. It is expected that planting may be affected by weather and snowpack. If conditions are unfavorable to planting the District may opt to remove certain units them from the contract.

Seedling Care and Handling

Care of Tree Seedlings: Trees shall be protected at all times from drying, heating, smothering, freezing, crushing, drowning, abrasion, rapid temperature fluctuations or contact with injurious substances. Trees stored in boxes or bags shall not be exposed to direct sunlight. Punctured or torn bags or boxes must be promptly resealed. Containers of trees shall be opened only in full shade. Each box or bag of trees shall be wrapped in a thermal protective blanket or stored in insulated trailers while in the Contractor's possession. Trees shall not be removed from shipping containers until immediately prior to planting. Trees shall be planted without further root or top pruning or culling. If pruning or culling appears necessary, or if mold, dry roots, evidence of injury or drying is seen, the condition shall immediately be reported to the Contracting Officer's Representative (COR) in charge. Trees that are frozen shall not be handled until completely thawed. Trees shall be thawed in full shade. Trees removed from storage shall be field stored in a manner in which the roots are not in contact with water or snow.

Field Handling: Trees in possession of planters shall be handled in accordance with the following:

1. Trees in planting bags shall have only their tops exposed.
2. Trees shall not be removed from planting bag until immediately before planting in a prepared hole.
3. Trees shall be gently removed, one at a time, to prevent root-stripping or other injury, and quickly and gently inserted into the planting hole.

4. Bare root trees shall be dipped in Terra Sorb gel or a similar treatment agreed upon by the COR before being placed into planting bags.
5. Trees carried in planting bags shall not exceed the amount that can be carried and removed without injury, or which can be planted before critical heating or drying occurs. Trees placed in planting bags shall be planted within one hour, unless conditions warrant a shorter time. A longer time period may be agreed to by the COR. Trees placed in bags shall be planted out and not returned to storage. Planting bags shall be kept emptied of accumulated debris and water. All trees handed out shall be planted out before any planter may bag up with additional trees. Planters shall work in unison while planting a work unit and be supervised at all times. Trees left over at the completion of a work unit shall be counted and the tree count shall be given to the Forest Officer in charge.
6. Crews shall work together and not separate nor transport the seedlings away from the immediate planting area.
7. Planters leaving the boundary of the planting unit shall leave all trees in planting bags inside the unit and in the shade.

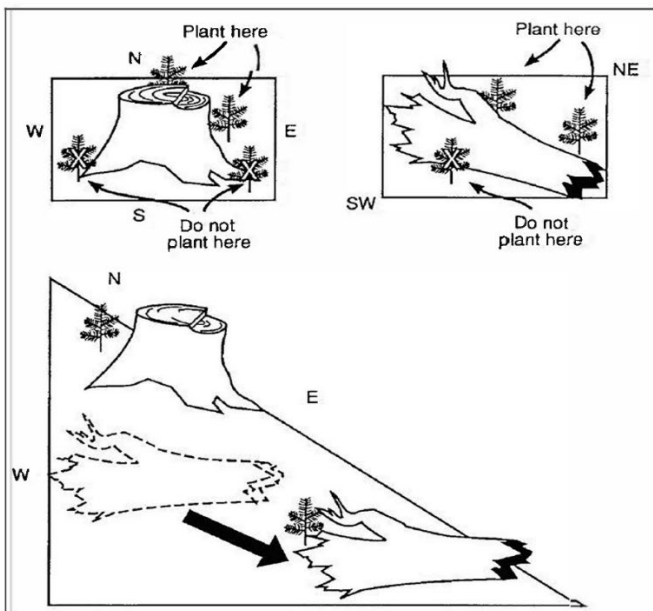
Seedling Containers: Plug seedling boxes and plastic bags, and three-ply bare-root paper bags shall be consolidated for District disposal. Waxed boxes shall be broken down and loaded into District vehicles or returned to the cooler for reuse.

Spacing and Spot Selection

Cluster Planting: Seedlings shall be planted three to a cluster around a center point that is spaced a specified distance from the next center point, see Cluster Formation Diagram in attachments. For this contract, clusters shall be spaced 18 feet, 24 feet, or 30 feet between center points depending on treatment.

Unplantable Spots: When encountering rocky soil, the planter shall make three attempts to open a planting hole. After three unsuccessful attempts, the planter shall disregard spacing limits and plant in the closest suitable spot.

Microsite Planting: Spacing may be varied up to 25 percent to take advantage of shade-providing material and the most favorable planting spots, however the average number of trees planted per acre shall not be increased or decreased from that of the specified spacing. Whenever possible, planting spots shall be prepared where stumps, logs, and terrain provide partial protection from sun, wind, animals, loose debris, and other agents detrimental to seedling survival and growth. When planting next to shade-bearing objects, plant the seedling no closer than 2 inches and no farther than 6 inches away from the shade bearing object on the northeast side. Where seedlings are not planted next to shade-bearing objects, the planter shall place an object of sufficient size to produce shade (no rocks) on the southwest side of the newly planted seedling. Care shall be taken to not crush or damage the seedling by the shade-bearing object, which should be placed 2 to 6 inches away.



Planting in a microsite in the shade
(Source: *Reforestation Practices in Southwestern Oregon and Northern California*, Oregon State University Forest Research Lab).

Creeks and wet areas: The first planting spot is at the high water mark. Plant all islands within stream courses where conifers were present before the wildfire.

Green islands within units: Groups of green trees that number less than three shall be planted through. Groups numbering more than three shall be skirted and the first and last planting spot shall be at the drip line of the green group.

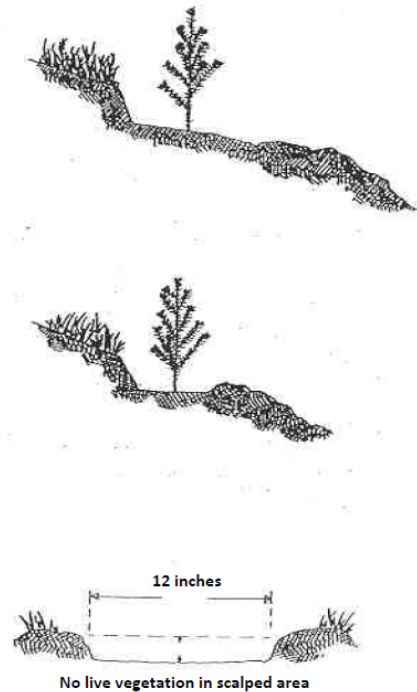
Stake Rows: For monitoring purposes, the District may place wooden or metal stakes adjacent to selected seedling stock at the time of planting. This process may involve the Contractor's assistance in identification of the seed-lot as the trees are planted.

Planting Spot Preparation: The first planting spot is at the unit boundary. Scalps to damp mineral soil shall be 12 inches square and all live vegetation shall be removed below the root collar.

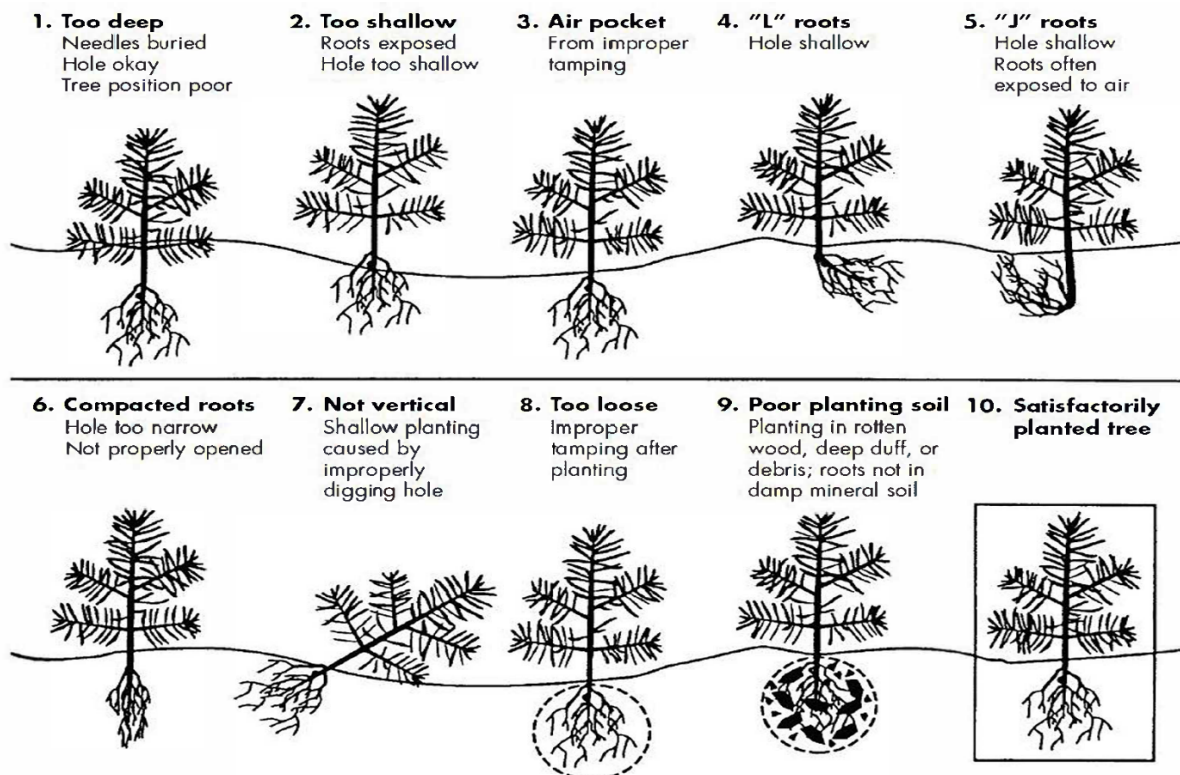
Planting Hole Preparation: Planting holes shall be positioned at an angle between perpendicular to the slope and true vertical. An open hole, large enough to fully accommodate the roots of the trees to be planted is required.

Tree Placement: Planted trees shall be centered within the scalped planting spot. Trees shall be suspended with roots in a natural arrangement at a depth that will, after filling, packing and leveling the soil, come to a point even with the root collar of the seedling. No portion of the roots shall be exposed nor any needles or branches covered with soil. The roots shall not be doubled up, twisted, spiraled, bunched, or cut. The root system shall be aligned with the axis of the planting hole with all roots extending downward in a natural position for their entire length.

Planting Spot Preparation



Filling and Firming: Moist mineral soil shall be filled in and firmed around tree roots. Dry soil or material other than moist mineral soil shall be kept out of holes. Soil shall be filled in and firmed progressively, starting at the bottom of the hole, so no loose soil or air pockets remain and the tree is as firmly planted as soil conditions will allow. The contractor shall not wedge the sides of the holes, and firming the soil around the tree shall be done in a manner that assures the tree and root system are not damaged. After the soil is firmed around the tree, it shall be smoothed out to the level of the surrounding mineral soil surface. After planting, the tree stem shall be erect and be vertical or perpendicular to the ground level of the planting spot. The tree shall not be weighed down with mud or debris. Firmness will be inspected by firmly pulling upward on the stem of the seedling. The soil shall be firm enough around the root system so no movement occurs to the seedling.



Common planting mistakes (Source: *Reforestation Practices in Southwestern Oregon and Northern California*, Oregon State University Forest Research Lab).

Seedling Protection: Conifer seedlings within the grub circles shall not be grubbed or damaged in the process of cutting undesirable vegetation, and all efforts shall be made to protect those conifer seedlings. Damage includes any injury to the living crown, candle, bole, or roots of the seedlings. Any intentional grubbing of conifer seedlings will result in contractual action taken by the District.

Staked Rows: For monitoring purposes, some seedlings may be marked with a wooden or metal stake. These seedlings will be treated the same as any other seedling when grubbing. If it is necessary to remove a stake, it will be replaced in the same exact spot and position as it was before it was removed.

Naturals: Naturally regenerated conifers within the work units shall only be treated if a planted tree is not present and the naturally regenerated conifer is located within the standard spacing of 18 to 30 feet from other conifers. If neither a live nor natural conifer seedling exists in this spacing the "best available" natural seedling shall be selected for treatment. Natural conifer seedlings greater than four inches but less than three feet in height shall be treated. If a naturally regenerated seedling is present within the grub circle it will be left within the circle and not disturbed.

Contractor-Furnished Critical Items

Non-Planting Foreman: The Contractor shall at all times have a non-planting foreman with each crew whose purpose is to personally supervise all facets of the crew's work and self-inspection. The Contractor's foreman shall be fluent in the English language. The Contractor's foreman may serve as both the Quality Control Inspector and the Safety Officer if there is only one Contractor crew working.

Transportation: The Contractor shall be responsible for loading and transporting seedlings from the tree cooler storage facility to the planting site. Cooler storage locations will be located with 45 minutes drive

from planting sites at either Mt. Hough Ranger Station in Quincy, Crescent Mills facility in Crescent Mills, or Almanor Ranger Station in Chester. Transportation of seedlings shall be in either insulated trailers or insulated enclosed pickup canopies, both of which shall insulate seedlings from wind, cold, heat, and precipitation. Trailer or pickup trucks with canopies shall be free of contaminants that might injure or kill the trees, such as oil or gasoline. Floors of trailers or pickup truck beds must have wood or insulated floors to prevent heating of the seedlings during transport. Trees shall not be transported in heated areas of vehicles. A system of loading the seedlings shall be used to prevent crushing the seedling bags/boxes and allow air circulation while inside transport vehicles. Vehicles or trailers with trees shall be parked in shaded areas away from dead snags.

Planting Tools: Planting tools shall be capable of making a planting hole the width and depth needed to satisfactorily plant the seedlings furnished by the District. Hoedads shall have a minimum blade length of 11 inches as measured from the tip of the blade to the nearest edge of the handle and a minimum blade width of four inches. Shovels shall be heavy duty planting shovels designed for that purpose.

Planting Bags: Bags shall be a light color, shall have a minimum depth of 15 inches and be free of defects.

Hand Tools: Any hand-held tool is authorized under this contract providing it meets the fire provisions of this contract and can adequately meet the release standards listed in this contract. Utilization of Material to Provide Shade

Whenever possible (keeping in mind the 25 percent spacing variability specified above), planting spots shall be prepared where stumps, logs, and terrain provide partial protection from sun, wind, animals, loose debris, and other agents detrimental to seedling survival and growth. When planting next to shade-bearing objects, plant the seedling no closer than 2 inches and no farther than 6 inches away. See Exhibit A. Where seedlings are not planted next to shade-bearing objects, the planter shall place an object of sufficient size to produce shade (no rocks) on the southwest side of the newly planted seedling. Care shall be taken to not crush or damage the seedling by the shade-bearing object, which should be placed 2 to 6 inches away.

Stake Rows: For monitoring purposes, the District will place wooden or metal stakes adjacent to selected seedling stock at the time of planting. This process may involve the Contractor's assistance in identification of the seed-lot as the trees are planted.

5. INSPECTION AND ACCEPTANCE

5.1 Inspection Procedures –

Criteria: At least one percent of each treatment area will be sampled by a random series of plots distributed over the entire area. Plot size will be 1/50 acre (16.7 feet radius).

The District will conduct informal compliance inspections in addition to formal inspection by plot sampling to determine compliance with the contract and Quality Standard. The formal inspections will be a systematic random sampling across the treated area, and will measure both quantity (spacing for planting) and the quality of work (above and below ground for planting). All plots sampled will represent the final result in meeting the Quality Standard or Acceptable Quality Level (AQL). Units may be

sampled in entirety or partially, as work progresses, for final acceptance of the unit. Therefore, the inspection process may inspect only part of a unit, but once that part has been inspected and meets the Quality Standard the area inspected will be deemed to be acceptable. However, full acceptance and payment of a unit is reserved until the entire unit is completed, the final inspection of treated area is complete, and all inspections for the unit have passed. Inspection results will be averaged per unit and payment calculated on a per unit basis.

Evaluation: Work on this contract will be deemed acceptable when the District's final inspection meets the Quality Standard or Acceptable Quality Level without dispute by the Contractor, or when the Contractor accepts the District's final inspection at a lesser AQL as specified below.

Quality Standard: Work with a quality of 90% or greater, as determined by District inspections, will be accepted at full payment, less any deductions for wasted trees.

Acceptable Quality Level: Units that have a District inspection quality of 80-90% may be reworked at the Contractor's expense. If inspection results are below 90 percent, a deduction will be made equal to 2 percent for every 1 percent below 90. For example, if inspection results are 87 percent, the bid price would be reduced by 6 percent.

Minimum Quality Level: Quality below 80% on any unit within an item is not acceptable, and may not be paid for, or shall require rework at the Contractor's expense.

Remeasurement: The contractor may request remeasurement of any quality or quantities, when the units are acres or any linear measurement. The request must be made in writing and must be made within 10 calendar days of completing work on the unit in question. If remeasurement indicates a variance of five percent or less from the stated quality or quantity, the Contractor shall pay for the actual cost of remeasurement and no adjustment will be made in the quality or quantity. If remeasurement indicates a variance more than five percent from the stated quantity, payment will be based on the remeasured quality or quantity, and the Contractor will not be liable for the costs of remeasurement. All remeasurements will be done by the District. Remeasurement of acreage will be done with two people using a hand compass and ground measurement or by means of a Global Positioning System. This clause is not applicable to quantities listed as estimated quantities.

5.2 Final inspection

Work on individual units may be accepted following the final inspection by the CO or their Representative. Work with a quality of equal to or greater than the AQL will be accepted at full payment, less deductions for other items as identified in the contract.

5.3 Quality Control Inspector

This contract requires a full time Quality Control Inspector/Safety Officer for each crew. It is the duty of the Quality Control Inspector to closely monitor the planting quality of his crew and notify the foreman and planters of any issues regarding planting quality, so that deficient trends may be remedied before becoming a detriment to the overall unit quality. The Quality Control Inspector shall keep written records of his crew's planting quality and provide the record to the COR as each planting unit is completed.

6. ESTIMATED CONTRACT START AND TIMING OF WORK

This contract is anticipated to commence at the end of March, beginning of April 2023, depending on weather and snowpack. The duration of work under this contract is estimated as such (approximating 50 acres/ day):

- 16 days of planting (total 784 acres planted at 100 trees per acre)
- 2 days of planting (total of 85 acres at 194 trees per acre)

7. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

The Contractor shall be required to (a) commence work under this contract within three (3) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than June 30, 2023.

Pre-work conference - Before work begins on service contracts, a pre-work conference is held to discuss the contract--especially the specifications, labor provisions, plan of work, and selected standard clauses. The pre-work meeting should be attended by an officer of the firm or someone designated in writing to act on behalf of the firm. The pre-work meeting may be waived at the discretion of the Contracting Officer.

The length of workday shall not exceed 10 hours per day and no later than 5:00 p.m. with no work on Sundays or holidays unless agreed upon by the Contracting Officer.

8. DISTRICT FURNISHED PROPERTY

The District will deliver to the Contractor the following listed materials, supplies, property, and/or services (hereinafter referred to as "District-furnished property"). The Contractor shall be liable for all loss or damage of such District-furnished property until completion and final acceptance of all work required under the contract. The Contractor shall sign a Transfer of District property receipt upon acceptance of District-furnished property.

All seedlings for Work Items 1 and 2 of this task order will be one-year styro-6 container stock, available for daily pickup at the storage facility no earlier than 5:30 a.m. Monday through Saturday. At end of each day, the Contractor shall request the number of seedlings for each crew for the next day's planting.

9. SAFETY

In addition to the inherently hazardous conditions associated with working in the woods, e.g.: sharing the road with log trucks, private and District vehicles; ticks, snakes, and bees; the planting blocks burned by wildfire contain standing dead trees that are susceptible to wind throw which could lead to serious injury or loss of life. District employees will not be allowed to work in the field when the Contracting Officer (or her designated representative) has determined that hazardous conditions make fieldwork an unacceptable risk. The Contractor shall provide a full time Project Safety Officer and non-planting Crew Safety Officer who shall be responsible for enforcing the Contractor's safety plan. If there is only one

crew working on the project, the Project Safety Officer and Crew Safety Officer requirement may be served by one individual. The Project Safety Officer is responsible to get input from the Crew Safety Officers and the District's Inspectors and to consult with the Contracting Officer's Representative on any and all issues related to safety. The Project Safety Officer shall remove the Contractor personnel from the field when conditions are unsafe.

10. GENERAL CONDITIONS

A. Worker's Compensation Clause

Contractor agrees to comply with provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, before commencing the performance of the work under this Contract. Contractor will make its subcontractors aware of this provision and determine that they have complied with it before commencing work on the project. Volunteer laborers are exempt from the worker's compensation provision of the California Labor Code.

B. National Labor Relations Board Clause

In accordance with Public Contract Code Section 10296, Contractor declares under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court which orders Contractor to comply with an order of the National Labor Relations Board.

C. Nondiscrimination Clause

During the performance of this Contract, Contractor, its contractors, and subcontractors shall not deny the Contract's benefit to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40), or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor, its contractor, and subcontractor shall comply with the provisions of the Fair Employment and Housing Act (District Code Section 12900 et seq.) and the regulations promulgated thereunder (California Administrative Code, Title 2 Sections 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the District Code (District Code Section 11135-11139.5), and the regulations or standards adopted by the awarding State agency to implement such article.

Contractor, its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provision of this clause in all subcontracts to perform work under the Contract.

Contractor, its contractors, and subcontractors shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency, upon reasonable notice, at any time during the normal business hours, but in no case less than 24-hours' notice, to such of its books, records, accounts, other sources of information, and its facilities as said Department or Agency shall require to

ascertain compliance with this clause. The Contractor's signature on this contract shall constitute a certification under the penalty of perjury under the laws of the State of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of District Code Section 12990 and Title 2, California Code of Regulations Section 8103.

D. Hold Harmless

Contractor agrees to mutually save harmless the District, their agents or employees and to hold the same free and harmless from any and all claims, demands, damages, losses, costs, expenses or liability due or incident to, either in whole or in part, and whether directly or indirectly, related to the project resulting from any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the District in the performance of this contract, except all claims due to willful negligence or fraud.

E. Compliance With Laws, Regulations, Permit Requirements

Contractor shall at all times comply with, and require its contractors and subcontractors to comply with, all applicable federal and State laws, rules and regulations, permit and all applicable local ordinances, specifically including but not limited to environmental, procurement and safety laws, rules, regulations, permits and ordinances.

F. Successors and Assigns

This Contract and all of its provisions shall apply to and bind the successors and assigns of the parties hereto. No assignment or transfer of this Contract or any part hereof, rights hereunder or interest herein by the Contractor shall be valid unless and until it is approved by the Landowners and made subject to such reasonable terms and conditions as the Landowners may impose.

G. Audit Requirement

Pursuant to District Code Section 10532, the contracting parties shall be subject to the examination and audit of the State and the State Auditor General for a period of three years after final payment under this Contract with respect to all matters connected with the performance of this Contract, including but not limited to the cost of administering this Contract. All records of the Contractor shall be preserved for this purpose for at least three years after completion of the project.

H. Remedies Not Exclusive

The use by either party of any remedy specified herein for the enforcement of this Contract is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

I. Amendments

This Contract may be amended at any time by mutual agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests for amendments must be in writing stating the amendment request and the reason for the request. Amendment agreements will be in writing, signed by the authorized representative of each party, and become an Exhibit of the contract.

J. Waiver of Rights

It is the intention of the parties hereto that from time to time either party may waive any of its rights under this Contract unless contrary to law. Any waiver by either party hereto of rights arising in connection with this Contract shall not be deemed to be a waiver with respect to any other rights or matters.

K. Warranty/Standard of Professionalism

Contractor warrants to the District that the work under this Contract shall be performed with the degree of skill and care that is required by current, good, and sound professional procedures and practices and in conformance with generally accepted professional standards prevailing at the time the work is performed so as to ensure that the services performed are correct and appropriate for the purposes contemplated in this Contract and related specifications.

L. Delivery and Retention of Records

To the extent that the District does not otherwise specifically request delivery of records or results, Contractor agrees to retain all records and results of work performed under this Contract for a period of not less than two years from the date the final invoice is accepted by the District. At the District's request, Contractor will deliver a copy of any or all original notes, investigative notes, tests, photographs, records, calculations, summaries, reports, and records produced and collected in the course of the work performed under this Contract.

M. Cancellation

The District may cancel this Contract, in part or in whole, for the Districts convenience upon 30 days written notice. In the event of cancellation, the District will pay Contractor for services satisfactorily performed prior to the effective date of cancellation. Any reports, drawings, or other documents prepared for the District prior to the effective date of such cancellation shall be delivered to the District by Contractor. The Contractor may cancel this Contract for any reason upon 30 days written notice. Contractor shall not enter into any agreements, commitments, or subcontracts which would incur significant cancellation costs without prior written approval of the District. Such written approval is a condition precedent to the payment of any cancellation charges by the District.

N. Availability of Information

The District's duly authorized representatives shall have, during the term of the contract and for three (3) years thereafter, access at all reasonable times to all of Contractor's and its subcontractors' personnel, accounts and records of all description, including but not limited to digital and hard-copy files, pertaining to the Contract to verify or review the quantity, quality, work program and progress of the work, reimbursable costs, amounts claimed by Contractor, estimates of cost for fixed rates including those applicable to proposed changes, and for any other reasonable purposes.

This provision shall apply to all contracts except those performed solely on a lump-sum basis. However, where lump-sum and time and materials work (unit price, reimbursable cost, fixed rates, etc.) are performed together, either as a part of this Contract or as separate contracts, then the above audit privilege shall also extend to the District access to all Contractor's records pertaining to all contracts including the lump-sum for assurance that the portions of the work performed on a time and materials basis are not being charged with time, material or other units or cost which are intended to be covered by lump-sum or fixed rates, etc. provided herein, supplement hereto or in such other agreements.

Contractor's and its subcontractors' accounts shall be kept in accordance with generally accepted accounting principles in the particular industry and shall be kept in such a manner and in sufficient detail

to clearly disclose the nature and amounts of the different items of service and cost pertaining to the Contract and the basis for charges or allocations to the Contract.

Contractor agrees to maintain records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Per requirements of the state grant funding for this project, Contractor agrees to allow the District, or their designated representative, the right to review and to copy any records and supporting documentation pertaining to the performance of this contract. Further, Contractor shall allow the State to audit records and interview staff related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code, CCR Title 2, Section 1896).

O. Compliance with Tax Reform Act of 1986

Contractor represents and warrants that it will withhold all taxes, if any, which are required to be withheld under applicable law with respect to payments to persons hired by Contractor who perform services for the District. Contractor shall indemnify and hold the District harmless, on an after-tax basis, for any liability incurred by the District as a result of Contractor's failure to institute any such required withholding.

P. Choice of Laws

This Contract shall be construed and interpreted in accordance with the laws of the State of California excluding any choice of law rules which may direct the application of the laws of another jurisdiction.

Q. Nonwaiver

The waiver by either party of any breach of any term, covenant, or condition contained in this Contract or any default in the performance of any obligations under this Contract shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation. Nor shall any waiver of any incident of breach or default constitute a continuing waiver of same.

R. Enforceability

In the event that any of the provisions or the application of any of the provisions of this Contract are held to be illegal or invalid by a court of competent jurisdiction, District and Contractor shall negotiate an equitable adjustment in the provisions of this Contract with a view toward effectuating the purpose of this Contract. The illegality or invalidity of any of the provisions or the application of any of the provisions of this Contract shall not affect the legality or enforceability of the remaining provisions of the Contract.

S. Incidental and Consequential Damages

The District shall not be liable for incidental or consequential damages including, but not limited to, loss of profits, commitments to subcontractors, rental or lease agreement(s), and personal services contracts unless expressly authorized in writing by the District.

T. Prior Work

Services performed by Contractor pursuant to the District's authorization, but before the execution of this Contract, shall be considered as having been performed subject to the provisions of this Contract.

U. Force Majeure

Neither the District nor Contractor shall be considered in default in the performance of its obligations under this Contract, except obligations to make payments hereunder, for work previously performed to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party. In the event either party claims that performance of its obligations was prevented or delayed by any such cause, that party shall promptly notify the other parties of that fact and of the circumstances preventing or delaying performance. Such party so claiming a cause-delayed performance shall endeavor, to the extent reasonable, to remove the obstacles which preclude performance.

V. Integration

This Contract contains the entire agreement and understanding between the parties as to the subject matter of the Contract. It merges and supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between District and Contractor, whether oral or written, and has been induced by no representations, statements, or agreements other than those expressed herein. Neither party shall be bound by any prior or contemporaneous obligations, conditions, warranties, or representations with respect to the subject matter of this Contract.

11. PAYMENT

A. Invoices

Contractor shall submit an invoice to the District for compensation and reimbursable expenses incurred. Invoices will be submitted no more frequently than every 30 days, and no less frequently than every 90 days. Each invoice shall be broken down by contract/work items, and included for each item shall be the following information:

- Work item descriptions
- Number of units (i.e. acres) completed per work item this period
- Cost per completed unit by work item this period
- Total cost to each work item this period
- Total invoice amount this period
- Total cost incurred to date

Final invoice shall be marked Final.

B. Invoice Submittal

The Contractor shall send invoices for each payment when due to:

Feather River Resource Conservation District
P.O. Box 3562
Quincy, CA 95971

C. Payment

As full consideration for performance of the Scope of Work, the District will pay Contractor on a unit per work item basis, in accordance with scope of work and deliverables outlined in this contract. This contract amount shall be inclusive of all taxes incurred. The District will pay the contractor for fully acceptable work at the prices bid in the bid template, less deductions for other items as identified in the contract.

D. Terms of Payment

Payment will be by itemized invoice. All payments will be made to Contractor, subject to District approval, within 90 days. The District shall make checks payable to the (contractor business name) and mail to:

(contractor business name and address)

E. Liquidated Damages

Liquidated damages may be assessed for wasted trees at the rate of \$5.00 per seedling. See “Wasted Seedlings” definition in Section 3 – Definitions of this contract.

12. AMENDMENTS

A. Change in Work

The District reserves the right to make such changes in scope of work as may be necessary or desirable, and any difference in scope of work and/or contract price resulting from such changes shall be agreed upon in writing by Contractor.

B. Additional Work

Before proceeding with any work involving possible claims for extra compensation not specified in the Contract, Contractor shall submit in writing to the District with a detailed breakdown and estimated cost of anticipated contract work including extensions and change orders as follows:

- Description of work to be performed including detailed breakdown by identifiable work items.
- Estimated cost of each work item by unit.
- Expected date of completion of each work item.

Contractor shall not proceed with any such additional work prior to receiving written authorization of Change Order by the District.

C. Authorization

No modification or change to this Agreement that is beyond the Scope of Work described herein shall be binding or effective unless expressly set forth in writing and signed by the District’s Executive Officer. The staff of either party to this Contract are not authorized to make modifications or changes to this Contract that are beyond the Scope of Work agreed upon. The modification or change is not effective until the District provides written approval. Contractor agrees that all costs for any such modification or change that is performed without prior written approval shall be at Contractor’s sole risk and expense.

13. CONTRACTOR INSURANCE REQUIREMENTS

Contractor must hold insurance that meet the following Insurance Requirements:

Prior to rendering services, the contractor and his/her subcontractors shall acquire, and maintain during the term of this Agreement, at Contractor's sole expense: (1) Workers' Compensation Insurance conforming to the statutory requirements of the state in which operations under this agreement are performed; (2) comprehensive general and automobile bodily injury liability insurance written on an "occurrence" basis subject to minimum limits of \$1,000,000.00 each person and \$1,000,000.00 each occurrence; and (3) general property damage insurance subject to a minimum of \$1,000,000.00 with not more than a \$10,000.00 deductible each loss; and All liability insurance coverage shall provide that subcontractors working for the contractor are covered under the terms of contractor's policies. All insurance shall meet the approval of the District and all policies evidencing said insurance shall provide for thirty days' prior written notice to the District before cancellation or material change in the policy. A certificate of Insurance showing evidence of insurance coverage as specified herein shall be furnished to the District prior to commencement of Contractor's operations.

14. EVALUATION CRITERIA

Price, Technical Approach, Availability, Past Performance, and Community Benefit will be considered for the "Best Value" evaluation. The order of importance corresponds with each criteria's preceding order of appearance.

PROTEST PROCEDURE

Any protest concerning the rating of any proposal or award of the contract hereunder must be submitted in writing to the RCD's District Manager at 422 North Mill Creek Quincy CA, 95971 on or before 4:00 p.m. of the fifth (5th) calendar day following the RCD's posting the Notice of Intent to Award the contract at the entry to the RCD's main office at the aforementioned address. The procedure and time limit set forth in this paragraph are mandatory and are the proposer's sole and exclusive remedy in the event of a protest of the rating of its proposal or award of the contract and failure to pursue said remedy shall constitute a waiver of any right to further pursue said protest, including filing a Government Code claim or legal proceedings.

QUESTIONS/ ADDENDA

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

Email: mhall@frrcd.org

Mail: Feather River Resource Conservation District

422 North Mill Creek Quincy CA, 95971

ATTN: Michael Hall, District Manager

15. BIDDING REQUIREMENTS

Evaluation Criteria: Please keep bid proposals to a maximum of 5 pages not including references. Prospective bidders are to include the following within their bid:

1. Bid template for price per acre and per work item (4 items total) of two planting items, herbicide release, and manual release.
2. Business address.
3. Technical approach to each work item including:

- a. work method (approach to efficient completion of the work, ensuring all areas of work units are planted/treated, crew size, crew organizational structure and leadership, etc.)
 - b. schedule of items (projected pace - expected acres per day completed, and expected number of days from work commencement to completion)
 - c. approach to quality control (planting spot preparation is a full scalp as described in the contract, what type of seedling protection will be utilized to ensure they do not come in contact with herbicide, compliance with tree spacing and planting specifications, etc.)
4. Experience in planting, release, and other related projects with reference contact information.
 5. Safety record, training, and plan. The safety plan shall address, among other things, a communications plan, egress of injured workers, a traffic control plan for roads, and protection of the public, District, and District personnel.

Contractor awarded bid items must certify, in writing, that all employees working on the “Plumas Emergency Forest Restoration Project” are eligible to legally work in the United States.

Bid Date:

The contractor shall provide a bid for the individual bid items no later than **March 3, 2023** at 5:00 pm.

Bids shall be received:

at Feather River Resource Conservation District, PO Box 3562, Quincy, CA 96971,
or emailed to mhall@frrcd.org.

16. AWARD OF CONTRACT

The District will award the contract resulting from this solicitation to that offeror: (1) whose proposal is technically acceptable and (2) whose technical/price relationship is the most advantageous to the District. Award may not necessarily be made for technical capabilities that would appear to exceed those needed for the successful performance of the work. The District reserves the right to make price/technical trade-offs that are in the best interest and to the advantage of the District. The District may reject any or all offers if such action is determined to be in the best interest of the District.

17. CONTRACTING OFFICER

Name: Michael Hall
Telephone Number: (530) 927-5299
Email: mhall@frrcd.org

18. LIST OF ATTACHMENTS

The following attachments are made a part of this solicitation and any resultant contract.

TITLE		DESCRIPTION
A)	Maps	Vicinity Map, Work Area Maps
B)	Cluster Plant Diagram	Cluster Plant Diagram
C)	Price Sheet/ Unit Information	Unit Information and Acreage