



**Feather River Resource Conservation District
Plumas Emergency Forest Restoration Project
Herbicide Application
Request for Proposals
June 1, 2026**

1. PROJECT DESCRIPTION

The purpose of this Request for Proposals is to solicit potential contractor's interest in providing services for the application of herbicide and planting of conifer seedlings within areas burned by the 2021 Dixie Fire and 2021 Beckwourth Complex. A network of non-industrial private parcels have been developed as reforestation units following devastating wildfire.

700 acres will be contracted for herbicide application. Work units were mechanically prepared in 2024/2025 via mechanical harvesting, mastication, and/or chipping. Some units were planted with conifer seedlings in the spring and fall of 2025. These units represent 40 individual land owners. Herbicide will be applied around planted seedlings to reduce brush competition for conifer seedlings. We request that herbicide application occur in the late summer.

800 acres of conifer planting and interplanting. Work units were mechanically prepared in 2024 and 2025 via mechanical harvesting, hand piling, chipping, and pile burning. The majority of planting units will be planted for the first time, while some will be interplanted at a low density. This will occur in the fall planting window, likely October.

Statement of Work:

The selected contractor will apply herbicide to 680 acres of mechanically prepared and planted units within the Feather River Resource Conservation Districts boundary.

Project Details:

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 moderate to 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/ Chester/ Beckwourth. Locations of all units are noted on the project maps.

Project Boundaries:

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 be flagged with hi-lighter pink or orange.** 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. SPECIFIC WORK REQUIREMENTS

Work Item #1- Herbicide Application – Targeted release

- The contractor shall provide the labor, equipment, herbicide, and adjuvants to complete ground based foliar backpack sprayer application to areas shown on the project maps included in attachment A.
- Total area for herbicide application is +/- 700 acres.
- Within treatment areas, herbicide will be applied to non-conifer competing vegetation for release of planted and natural conifer regeneration.
- No herbicide shall be applied within 50-100' of any class II watercourse or within 25-50' of any class III watercourse. These buffers will be flagged on the ground by the project forester prior to herbicide application.
- The contractor must possess a valid QAL/QAC and be a PCB registered with Plumas county. All herbicide application shall be consistent with the PCA recommendation provided by the District in Attachment C. Equipment to be provided by the contractor is outlined below under **Contractor Furnished Items.**
- The RCD has contracted a PCA who will provide all chemical required. Upon the beginning of work the contractor selected will be responsible for the safe storage and transport of chemicals. **The price for application should include labor costs and application equipment costs only.**
- To avoid and minimize adverse effects on human health and safety, soils, water, and non-target species:
 - Herbicide will be mixed with a methylated seed oil surfactant and a short-lasting colorant as an indicator of sprayed areas. Herbicide will be mixed to label and prescription specifications. Herbicide application will be restricted to foliar application using backpack sprayers.

- All herbicide applications will be conducted and/or supervised by a licensed applicator registered with the State of California.
- Herbicide applications will occur in the late summer months (after July 15th, before September 1st) to increase likelihood of initial success.
- The herbicide transportation, handling, and emergency spill response kit will be on-site when treatment occurs. This documentation will include reporting procedures, project safety planning, methods of clean up of accidental spills, and information including spill kit contents and location.
- Herbicide will not be applied to the following species under any circumstance:
 - Black Oak
 - Quaking Aspen
 - Cottonwood
 - Any and all conifers present
 - Any flowering plant actively in bloom

Work Item #1 – Fall Tree Planting – Row

- **800** 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 125 trees per acre. Planted with 17’x17’ 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.
- 100,000 conifer seedlings will be stored on site. RCD expects all trees to be planted out within units.
- Conifers will be planted in the fall planting window, typically in the month of October. The chosen Contractor needs to be flexible to accommodate ideal planting windows.
- Trees will be stored within a 30 minute drive of the planting units using a reefer cooler. Contractor is responsible for providing transportation of seedlings from on site cooler to actual planting units.

Note: Planting units range in elevation from 4,500’ – 6,000’. 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 from the contract.

Contractor-Furnished Critical Items

Non-Applying 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 safely transporting all chemicals required for herbicide application. Transportation will include a locked truck or trailer where chemical can be properly locked and stored.

4. 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). Plots will be conducted on a regular basis by RCD employees for both herbicide application and planting units.

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. The RCD reserves the right to fire individual crew members or entire crews due to violations of acceptable herbicide application or planting quality standards.

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.

4.2 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.

4.3 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.

5. ESTIMATED CONTRACT START AND TIMING OF WORK

Item 1: Herbicide

This contract is anticipated to commence in the late summer season of 2026, depending on weather. The duration of work under this contract is estimated as such (approximating 50 acres/ day):

- **Estimated 14 days of herbicide application**

Item 2: Fall Conifer Planting

This work item is anticipated to commence in the late fall of 2026, dependent on weather. The duration of work under this contract is estimated as such:

- **Est 12 days of planting**

6. 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 September 1, 2026.

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.

7. 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.

8. 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.

9. 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.

10. 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 30 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.

11. 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.

12. 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.

13. 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: hsavin@frrcd.org

Mail: Feather River Resource Conservation District

422 North Mill Creek Quincy CA, 95971

ATTN: Hannah Savin, Project Manager

14. 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 to include price per acre.
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 (what type of seedling protection will be utilized to ensure they do not come in contact with herbicide, approach to ensuring adequate chemical application, policies for maintaining planting standards etc.)
4. Experience in release, planting, 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 **July 8, 2026** at 5:00 pm.

Bids shall be received:

Emailed to hsavin@frrcd.org.

or mailed to Feather River Resource Conservation District, 422 North Mill Creek, Quincy, CA 96971

15. 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.

16. CONTRACTING OFFICER

Name: Hannah Savin
Telephone Number: (530) 927-5299
Email: hsavin@frrcd.org

17. 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) Contractor Furnished Supplies	List of supplies expected to be provided by contractor
C) Price Sheet/ Unit Information	Unit Information and Acreage

D) Planting Guidelines and Requirements	Expected considerations for planting
E) Contract Definitions	Terminology to be used in project
F) DRAFT PCA Recommendation	Chemicals that will be provided by the contracted PCA and applied at listed rates by contractor crew