

# **REQUEST FOR BID (RFB)**

## **Post Park Wood Management Project**

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*RESOURCE CONSERVATION DISTRICT OF TEHAMA COUNTY (RCDTC)*

**RFB Release Date: November 7<sup>th</sup>, 2025**  
**Proposals Due: November 20<sup>th</sup>, 2025**

**REQUEST FOR BID (RFB)**

For Contracted Services to

**RESOURCE CONSERVATION RCDTC OF TEHAMA  
COUNTY (RCDTC)**

**TO ACCOMPLISH THE REMOVAL OF HAZARD TREES (WOODY  
MATERIAL) DROPPED AS A RESULT OF THE PARK FIRE**

CONTACT FOR INFORMATION ABOUT THE PROJECT	Drew Barnhart  Email: <a href="mailto:dbarnhart@tehamacountyrcd.org">dbarnhart@tehamacountyrcd.org</a>  Phone: 530-727-1294 Ext. 104
RFB RELEASE DATE	<b>November 7<sup>th</sup>, 2025</b>
PRE-BID MEETING & PROJECT TOUR	<p>A <b>mandatory pre-bid meeting</b> will be held on Wednesday November 12<sup>th</sup> 2025, at <b>8:30 a.m.</b> at the <b>Resource Conservation District of Tehama County office, 202 Walnut Street, Red Bluff, CA 96080</b>. Attendance is required for all prospective bidders.</p> <p>Immediately following the meeting, contractors will participate in a <b>project tour of the treatment area</b>. The tour will provide bidders with an overview of site conditions, access considerations, and project requirements. Contractors are responsible for assessing site conditions to inform their proposals.</p> <p><b>Maps of treatment areas and meeting location are included in this bid packet as attachment A.</b></p>
CONTRACTOR SELECTION	Selection will be based on criteria set forth in this proposal.

<p><b>PROJECT COMMENCEMENT DATE</b></p>	<p>Work can begin after the contract has been executed, on a date agreed upon by RCDTC and the contractor. Some aspects of this contract are season-dependent, such as use of heavy equipment in inclement weather or on excessively wet soils, during Red Flag days, or during Limited Operating Periods (LOP).</p>
<p><b>PROJECT COMPLETION DATE</b></p>	<p>All Tasks must be completed by <b>December 31, 2025</b>. <i>(Subject to change if grant extended by Tehama County Public Works)</i></p> <p>All invoices are to be submitted no later than <b>January 10, 2025</b>. <i>(Subject to change if grant extended by Tehama County Public Works)</i></p>

# REQUEST FOR BID (RFB)

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

## SECTION ONE: ACTIVITIES AND TIMELINES

Activity	Date
Release of RFB	November 7 <sup>th</sup> , 2025
Pre Bid Conference & Project Tour	November 12 <sup>th</sup> , 2025
Deadline for Proposals	November 20 <sup>th</sup> , 2025 (5 PM PST)
Selection Committee evaluates and ranks proposals	November 21-22 <sup>nd</sup> , 2025
Notice of contract award	Upon Approval by Board (Board Meeting December 3 <sup>rd</sup> , 2025)
Contract executed	December 4 <sup>th</sup> , 2025 (Tentatively)
Project Start Date	Upon completion of Contract (anticipating December 4 <sup>th</sup> , 2025)

## SECTION TWO: PROJECT BACKGROUND AND OVERVIEW

In 2025, the Resource Conservation RCDTC of Tehama County (RCDTC) received funding from Tehama County Public Works for the removal of Hazard Trees left in the County Easement/Right-of-way as a result of the Park Fire. The contract and funding agreements have been executed. The overall project must be completed no later than December 31<sup>st</sup>, 2025 (*Subject to change if granted grant extension by Tehama County Public Works*).

### PROJECT DESCRIPTION:

- **Goal:** Clear debris and roadways for the purpose of public safety and emergency responses in the burned areas. This work is intended to address and mitigate Tehama County's transportation infrastructure damages.
- **Background:** From July – September of 2024 the Park Fire (Fire) burned over 400,000 acres in Tehama County and destroyed over 700 structures. As a result of the Fire, over 15 County Roads were left temporarily closed to the public - due to unsafe burned trees that were in the County Right-of-way. These Hazard Trees were structurally compromised and could fall or drop limbs onto roadways potentially endangering the public or emergency personnel.
  - **Hazard Tree Removal Phase I Project** - All trees and vegetation within the Tehama County ROW and easements, impacted by or showing fire damage were evaluated for protentional hazards by certified arborists. 4704 Hazard trees were identified and dropped along several county roads.

- **County Roads where tree removal was conducted included:** Little Giant Mill Road, Plumb Creek Road, Hogsback Road, Ponderosa Way, Lanes Valley, Inskip Road, Vianet Road, Moulton Loop Road, Paynes Creek Loop, Campbellville Road down to Ponderosa Way and Roads adjacent to/around the Sky Ranch and Canyon View Loop area

## SECTION THREE: SCOPE OF WORK

It is the intent of these specifications, terms, and conditions to describe the services sought by the Resource Conservation RCDTC of Tehama. The RCDTC intends to award a contract for the removal of 2800 tons of woody material located in the Eastern Tehama County ROWs to the Contractor who best meets the RCDTC's requirements. Proposals will be evaluated for "best value" not necessarily "lowest price". RCDTC has identified this task to be addressed in response to this RFB:

### TASK 1 Clearing of Woody Material from Identified County ROW and permitted parcels adjacent to County ROW (See Map – Attachment A).

#### Prescription:

1. Contractor will remove minimally 3840 tons of woody material from County Easement at a max cost of \$125.00 USD /ton not to exceed a total sum cost of \$480,000.00 USD.
2. Wood will be removed as logs and/or chips, and taken to Cogen plant or location of contractor's discretion.
  - Woody material tonnage receipts **MUST** be provided and conducted at certified scale(s).
  - Woody material, chips, and/or logs will **NOT** be merchandised in any manner (no CAL FIRE exemption associated with project). (If taking to Cogen plant, must be left in public pile). (Price of \$125 per ton will need to integrate haul, disposal(if needed) and other ancillary costs).
3. Woody material will only be removed from County Right-of-Way/Easement (*see easement length for roads below*) or on Parcels with acquired "Temporary Entry Permit" and Timberland Owner Form" (highlighted in green on provided map)
  - Trees/woody material outside of County easement without permits will in no circumstance be removed.
  - Trees/woody material left on federal property will under no circumstance be removed.
  - Removal of wood in non-permitted or federal land will be at the complete liability of contractor.
4. CEQA NOE has been completed, County Encroachment Permit Acquired, and Archeological Records Check completed.
5. Location of dropped trees will be provided to contractor via SHP files, however non geo referenced or inventoried trees will also be present.

#### Roads and Easement Length (Measured from centerline)

- Plum Creek Road – 25 Feet
  - Until you get to the school heading South After school it widens to 40 Feet.
- Paynes Creek Loop - 60 Feet
- Little Giant Mill Rd - 50 Feet
- Hogsback Road - 40 Feet

- Lanes Valley Road - 40 Feet
- Tramway Road - 40 Feet
- Ponderosa Way - Sky View Ranch Area 60 Feet
  - Rest of Road heading South away from Sky View Ranch 40 Feet
- Moulton Loop Road - 40 Feet
- Canyon View Loop 60 Feet

## OTHER REQUIREMENTS –

### Licenses –

licenses will be required in order to conduct this project including:

1. C-31 (Traffic Control)
2. C-61 **or** C-49 and/or D-49 License

### Prevailing wage/bonding –

- Project **IS** subject to DIR regulations/prevailing wage and will require the following bonding:
  - Bidder Bond
  - Performance/Payment Bond

### Contractor Responsibilities -

- Contractor will work cooperatively with the RCDTC's Registered Professional Forester (RPF), RCDTC personnel, and Tehama County and its representatives as well a to ensure compliance with the guidelines, conditions, and criteria of the grant.
- Contractor will provide an overall work schedule prior to the project start date and will provide updates to the schedule, at least, a week in advance of any work schedule alterations. This may include, but not limited to work stoppages due to equipment failure, employee availability, landowner issues, or accessibility issues.
- Contractor will include enough layout time and supervision time in the proposal to assure public safety and compliance with RCDTC requirements.
- Contractor will be responsible for the crew's safety and sanitation needs.
- Contractor will be responsible for ensuring protection of fences, structures, property improvements, power lines and other utilities. (If any of aforementioned is damaged, contractor will be liable for repairs or replacement)
- RCDTC Staff will flag riparian buffers of major water courses. However, it is, the contractor's responsibility to understand Forest Practice Rules regarding Water Courses and buffers. (*Any violations will be the contractor's liability to resolve.*)

- The Contractor shall promptly notify RCDTC staff of any changes in site conditions that could affect project performance, compliance, or safety. This includes, but is not limited to:
  - Significant changes in soil conditions (e.g., excessive moisture, instability, or erosion hazards).
  - The discovery of archaeological or cultural resource sites.
  - The presence or discovery of endangered, threatened, or special-status species.

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

- All traffic control and signs will be the responsibility of the Contractor. (Traffic control also subject to prevailing wage). It is the contractor’s responsibility to abide by all Tehama County Traffic Control requirements and regulations.

## **SECTION FOUR: PROPOSAL PACKAGE REQUIREMENTS**

### ***PROPOSAL FORMAT***

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

Each proposer must submit one original proposal in electronic format (Adobe pdf only) via email to [dbarnhart@tehamacountyrcd.org](mailto:dbarnhart@tehamacountyrcd.org) no later than 5:00 PM PST November 20<sup>th</sup>, 2025.

#### **1. PROPOSAL ELEMENTS**

Cover Sheet to include:

Firm Name, phone, and address

Contact person, phone and email address

#### **2. Qualifications and Experience**

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

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

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

#### **4. Timeline**

The contractor needs to demonstrate that they can commence work immediately following an executed contract and notice to proceed which is anticipated in Mid-November of 2025 and be completed by the end of the grant period on December 31<sup>st</sup> 2025.

## **Cost Proposal**

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

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

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

### **6. References**

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

### **7. Staff to be Assigned**

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

### **8. Bid Presentation**

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

# Bid Form – Post Park Wood Management Project

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## Cost Proposal

**Removal & Haul** - Cost per Ton \$ \_\_\_\_\_ USD (*Not to exceed \$125.00/Ton*)

Total Tons (minimum): 3840

**Total lump sum bid** (*Cost per Ton x Total Tons*): \$ \_\_\_\_\_ USD (*Not to exceed \$480,000.00 total*)

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

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## Contractor Information

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Email Address)

- California Department of Industrial Relations (DIR) License Number: \_\_\_\_\_
- C61/C49 or D49 License Number: \_\_\_\_\_
- General A License Number (if subcontracting): \_\_\_\_\_

- C-31 License Number : \_\_\_\_\_

- How many years has Bidder's organization been in business as a Contractor

\_\_\_\_\_

- How many years has Bidder's organization been in business under its present name? \_\_\_\_\_

- Under what other or former names has Bidder's organization operated?

\_\_\_\_\_

- If Bidder's organization is a corporation, answer the following:

- Date of Incorporation: ☐ \_\_\_\_\_

- State of Incorporation: ☐ \_\_\_\_\_

- President's Name: \_\_\_\_\_

- Vice President's Name(s): ☐ \_\_\_\_\_

- Secretary's Name: ☐ \_\_\_\_\_

- Treasurer's Name: ☐ \_\_\_\_\_

- If an individual or a partnership, answer the following:

- Date of Organization: ☐ \_\_\_\_\_

- Name and address of all partners (state whether general or limited partnership):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- If other than a corporation or partnership, describe organization and name principals:

\_\_\_\_\_

\_\_\_\_\_

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

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

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**Subcontractor Information (if applicable)**

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

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

Subcontractor Name	Address	DIR License Number	C61/C49 or D49 License Number	C-31 License	Est. Dollar Amount

**SIGNATURE PAGE**

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

Bidder:

Bidder's Business Address:

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

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

By:  
(Signature)

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

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

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

(Corporate seal)

Dated:

State of Incorporation:

Names and addresses of all partners or joint venturers:

Statement of the authority of signatory to bind Bidder:

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*[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]*

**BID BOND**

[Note: Not required when other form of Bidder’s security, e.g., cash, certified check, or cashier’s check, accompanies Bid.]

The makers of this bond are, \_\_\_\_\_,  
as Principal, and \_\_\_\_\_

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the principal has submitted the accompanying bid dated \_\_\_\_, 20\_\_\_\_, for [*Post Park Wood Management Project*].

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

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

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

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

(Corporate Seal)

Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_

(Corporate Seal)

Surety

By \_\_\_\_\_  
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title\_\_\_\_\_

# Notary Acknowledgment

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

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

On <sup>(OBJ)</sup> 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally  
 appeared \_\_\_\_\_, who proved to me based on satisfactory.

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

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

WITNESS my hand and official seal.

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

## OPTIONAL

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

### CAPACITY CLAIMED BY SIGNER

### DESCRIPTION OF ATTACHED DOCUMENT

- .. Individual
- .. Corporate Officer

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

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

# Notary Acknowledgment

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

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

On 06, 2007, before me, \_\_\_\_\_, Notary Public, personally  
appeared \_\_\_\_\_, who proved to me based on satisfactory.

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

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

WITNESS my hand and official seal.

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

## OPTIONAL

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

### CAPACITY CLAIMED BY SIGNER

### DESCRIPTION OF ATTACHED DOCUMENT

- .. Individual
- .. Corporate Officer

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
.. Partner(s)	.. Limited	_____
.. Attorney-In-Fact	.. General	_____
.. Trustee(s)		Number of Pages
.. Guardian/Conservator		_____
.. Other:		Date of Document
Signer is representing:		
Name Of Person(s) Or Entity(ies)		
		_____
		Signer(s) Other Than Named Above

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

**END OF BID BOND**

# Non-Collusion Declaration

The undersigned declares:

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

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

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

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

Name of Bidder: \_\_\_\_\_

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

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

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

## PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

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

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

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

Name of Bidder: ☐ \_\_\_\_\_

DIR Registration Number: ☐ \_\_\_\_\_

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

Small Project Exemption: Yes \_\_\_\_\_ or No \_\_\_\_\_

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. The bidder shall maintain a current DIR registration for the project's duration.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder: \_\_\_\_\_

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

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

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

## Contracts Certificate Regarding Workers' Compensation

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

Name of Bidder: \_\_\_\_\_

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

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

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

## False Claims Certification

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

## Acknowledgment

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

## Authorization of Submission

Submitting Bidder Name: \_\_\_\_\_

Submitting Bidder Address: \_\_\_\_\_

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

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

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

## SECTION FIVE: RFB PROCESS

### ***1. SUBMITTAL OF PROPOSALS***

Proposals must be sent as Adobe PDF documents via email to [dbarnahrt@tehamacountyrcd.org](mailto:dbarnahrt@tehamacountyrcd.org) and received no later than 5:00 p.m. PST November 20<sup>th</sup>, 2025. Please include yourself as a recipient so that you will have an electronic record of your submission.

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

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

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

- A history of poor performance on previous contracts.
- Demonstrated a lack of integrity, honesty, or ethical conduct.
- Been involved in violations of labor, environmental, or safety laws.

- Been suspended or debarred from public contracting.
- Failed to comply with the terms and conditions of prior agreements.

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

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

## **2. COSTS OF DEVELOPING PROPOSALS**

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

## **3. PROPOSAL TERMS AND CONDITIONS**

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

Pursuant to Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, all Proposers must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Business and Professions Code Section 7028.5, the RCDTC shall consider any Bid submitted by a Proposer not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the RCDTC shall reject the Bid. The RCDTC shall have the right to request, and Proposers shall provide within ten (10) calendar days, evidence satisfactory to the RCDTC of all valid license(s) currently held by that Proposer and each of the Proposer's subcontractors, before awarding the Contract. Proposer must also hold the classification(s) throughout the for the duration of the Contract

This project is funded by Tehama County and will be State and/or County Property ROW. As such, the project is subject to both California Public Works/Prevailing Wage requirements. All contractors and subcontractors performing work on this project are required to comply with DIR sets of labor standards.

### **Key Requirements:**

- Wage Rates: Contractors and subcontractors must pay workers not less than the California DIR prevailing wage determination.
- the California prevailing wage determinations must be posted at the job site in a prominent and accessible location.
- Certified Payrolls: Contractors must submit weekly certified payrolls. Payrolls must comply with the California Labor Code (§1776) using DIR electronic reporting and U.S. Department of Labor Form WH-347 (or equivalent) as required.
- Subcontractor Compliance: Prime contractors are responsible for ensuring all subcontractors comply with both California and federal requirements. Violations may result in penalties, withholding of contract payments, termination of the contract, suspension, or debarment.

- Apprenticeships: Apprentices must be registered in programs approved by both the California Division of Apprenticeship Standards and the U.S. Department of Labor, and must be employed in accordance with state and federal ratios and wage regulations.
- Enforcement: Failure to comply with these requirements may result in civil and/or criminal penalties under state and federal law.

By submitting a proposal, bidders acknowledge that they are responsible for full compliance with all applicable California Prevailing Wage and Public Works Contract requirements and the federal Davis-Bacon Act and must follow whichever wage determination is higher for each trade classification.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter a contract to perform public work must be registered with the Department of Industrial Relations. No Bid will be accepted, nor will any Contract be entered without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the successful Proposer, and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the Project. To this end, the Proposer shall sign and submit with its Bid the Public Works Contractor DIR (Department of Industrial Relations) Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Proposer shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors form.

The RCDTC has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are available at the RCDTC or may be obtained online at <http://www.dir.ca.gov>. Proposers are advised that a copy of these rates must be posted by the successful Proposer(s) at the job site(s).

Prior to commencing any Work but no later than ten (10) Days after receipt of the Notice of Award, the Contractor shall submit or cause to be submitted all certificates of insurance and endorsements, showing that the Contractor has the required insurance, to the attention of the RCDTC. Such insurance is to be provided at the sole cost and expense of the Contractor. No Work shall be performed until all the required insurance has been received and approved. Insurance requirements shall be maintained as set forth in the contract.

The RCDTC reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made with written addenda. All addenda issued by the RCDTC shall be made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the RCDTC issues an addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of Bids, the RCDTC will extend the deadline for submission of Bids. The RCDTC may determine, in its sole discretion, whether an addendum warrants postponement of the Bid submission date. Each prospective Proposer shall provide the RCDTC with a name, address, and email address to which addenda may be sent, and a telephone number by which the RCDTC can contact the Proposer. Copies of addenda will be furnished by email, first class mail, express mail, or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information. Please Note: Proposers are responsible for ensuring they have received all addenda. To this end, each Proposer should contact the RCDTC to verify that it has received all addenda issued, if any, prior to the Bid

closure. The Proposer shall indicate the addenda received prior to bidding in the space provided in the Bid Forms. Failure to indicate all Addenda may be sufficient cause for rejecting the Bid.

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

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

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

Each proposer shall submit its proposal with the understanding that the proposal will become a part of the official file on this matter and shall be subject to public disclosure.

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

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

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

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

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

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

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

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

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

#### **5. EVALUATION OF PROPOSALS**

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

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

- a) The RCDTC shall name, for the purpose of evaluating the proposals for this RFP, a Selection Evaluation Team composed of members of the RCDTC and the RCDTC Board of Directors appointed to assess submitted qualifications. The RCDTC reserves the right to include as part of the Selection Evaluation Team any qualified representatives from other agencies or entities.
- b) Proposal documentation requirements set forth in the RFB are designed to provide guidance to proposers concerning the type of information that will be used by the Selection Committee. Proposers shall be prepared to respond to requests by the Selection Evaluation Team for additional items deemed necessary to assist in the evaluation process.

##### **2. Evaluation Criteria and Scoring**

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

1.	Ability to Meet Project Objective	Clear methodology for meeting the objective of scope of work.	Pass/Fail
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2.	Licensing, Certifications, and DIR Registration	Valid California contractor licenses, DIR registration, and subcontractor compliance provided	Pass/Fail
3.	Completeness and Responsiveness	Proposal format, clarity, and inclusion of all required documents.	10 Points
4.	Experience and Qualifications	Demonstrated experience with similar public works. Relevant references and staff qualifications included	25 Points
5.	Project Approach and Technical Understanding	Clear methodology for scope of work, understanding of environmental/regulatory requirements, and safety/fire prevention measures. Realistic project schedule, staffing plan, and equipment resources. Flexibility to accommodate weather, access, and environmental restrictions.	25 points
6.	Timeline and work plan	Most efficient and realistic project timeline	15 points
7.	Cost Proposal*	<ul style="list-style-type: none"> <li>The Cost Proposal will be evaluated relative to the lowest responsive bid received. A maximum of <b>20 points</b> may be awarded for cost.</li> <li>Cost scores will be calculated using the following formula:</li> </ul> <div style="text-align: center; background-color: #333; color: white; padding: 10px; margin: 10px 0;"> <math display="block">\text{Cost Score} = \left( \frac{\text{Lowest Responsive Bid}}{\text{Bid Under Evaluation}} \right) \times 20</math> </div> <ul style="list-style-type: none"> <li>The <b>lowest responsive and responsible bid</b> shall receive the full 20 points.</li> <li>All other bids shall receive proportionately lower scores based on the formula above.</li> <li>Bids that are non-responsive, unbalanced, or that include unauthorized exclusions will not be scored.</li> <li>The District reserves the right to reject any bid that is deemed unreasonably low or high in relation to the overall project scope and budget.</li> </ul>	20 points
8.	Local Workforce and Community Benefit	Proposers with primary business addresses in the counties of Tehama, Shasta, Glenn, Butte counties. Partnerships with local businesses, training opportunities, or other measures that provide direct community benefit.	5 points
	Total		100 Points

### 3. Contract Award

Award will be made 7 days from bid opening to those qualified proposer(s) whose proposal(s) will be the most advantageous to the RCDTC, with cost and all other factors considered. The award period shall be subject to extension for such further period as may be agreed upon in writing between the RCDTC and the proper(s) concerned.

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

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

Once the RCDTC notifies the proposer of the award, they will have ten (10) calendar days not including Saturdays, Sundays and legal holidays from the date of this notification to execute the Contract and supply the RCDTC with all required documents and certifications. Once the RCDTC receives all the properly drafted and executed documents and certifications from the proposer, it will issue a Notice to Proceed to that proposer.

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

Proposers are advised that the RCDTC reserves the following prerogatives:

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

- n. Require proposer to provide proof as to the equality, substitutability, and compatibility of any items proposed as alternates or equals.
- o. Determine, at the RCDTC's sole discretion, the equality, substitutability, and compatibility of any items proposed as alternates or equals.
- p. Exercise any other rights under the RCDTC's charter or municipal code. The RCDTC has no obligation to consider any bid unless it is responsive to this RFB and conforming in all respects to the form of contract. This RFB does not commit the RCDTC to enter into a contract.
- q. To consider historic information and fact, whether gained from the proposer's proposal or any other source, in the evaluation process, and
- r. The proposer is cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories and the RCDTC is under no obligation to solicit such information if it is not included with the proposal. Failure of the individual or firm to submit such information may cause an adverse impact on the evaluation of the proposal.

## **6. OTHER REQUIREMENTS**

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

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

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

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

- Any protest must be submitted in writing to the RCDTC mailing address **PO box 1232, Red Bluff, CA 96080**. Attention: **Jon Barrett, RCDTC District Manager**
- The protest must be submitted before 5:00 PM on the 5<sup>th</sup> calendar day following the date of the Notice of Award.
- The protest must contain a complete statement of the basis for the protest. The protest must include the name, address, telephone number and e-mail address of the person representing the protesting party.
- The procedure and time limits are mandatory and are the proposer's sole and exclusive remedy in the event of a bid protest.

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

Upon receipt of written protest/appeal, the RCDTC will review and provide an opportunity to settle the protest/appeal by mutual agreement, will schedule a meeting to discuss or issue a written response to advise of an appeal/protest decision within 20 business days of receipt of the appeal/protest.

## **2. Public Records Access**

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

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

## **SECTION SIX: ATTACHMENTS**

Attachment A – Maps

Attachment B – Sample Contract

Attachment C – Prevailing Wage Determinations