



THE MCCONNELL FOUNDATION

REDDING, CALIFORNIA

REQUEST FOR PROPOSALS (RFP) No. 001

HAZARD MITIGATION GRANT MANAGEMENT

The McConnell Foundation
800 Shasta View Drive
Redding, CA 96003

RFP Issuance Date: June 23, 2022

PROPOSALS Due: July 13, 2022

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I. INTRODUCTION

The McConnell Foundation (TMF) is a 501(c)(3) private non-profit that intends to perform wildfire mitigation activities consisting of hazardous fuel reduction (removal of dead and dying trees and brush, and resprouting brush) within Shasta County along specified corridors. (Referred to as Shasta County Wildfire Mitigation / Hazardous Fuels Reduction Projects".) These activities will be funded by state and federal grants.

TMF has received two Fire Prevention Grants funded with Cap-and-Trade auction proceeds appropriated by the California Department of Forestry and Fire Protection (Cal Fire). TMF has also received two Hazard Mitigation Grant Program (HMGP) subgrants from the California Governor's Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA). These grants will be used to complete the Shasta County Wildfire Mitigation / Hazardous Fuels Reduction projects. TMF is seeking proposals from firms for the services described in **Exhibit B**, related to the Shasta County Wildfire Mitigation / Hazardous Fuels Reduction projects.

II. ANTICIPATED AGREEMENT TERM

The contract resulting from this RFP will be implemented in two phases. The initial term of the contract awarded under this RFP shall be from date to date or for a period of up to twelve (12) months (Phase 1). Upon the completion of Phase 1 work, TMF may exercise up to four (4), one-year options, for up to four (4) additional years of Phase 2 work, for a total maximum contract term of five (5) years. This RFP outlines the scope of work under both Phase 1 and Phase 2. The contract resulting from this RFP will contain both the Phase 1 initial term and options, but TMF may exercise its discretion to award and implement only the Phase 1 work. TMF reserves the right to terminate the contract at any time upon 30 days written notice.

III. PROJECT DESCRIPTION

A detailed project description is provided in **Exhibit A**.

The project description outlines specific tasks that will be implemented to complete work under the Shasta County Wildfire Mitigation / Hazardous Fuel Reduction projects (Project). The work is funded with two Cal Fire grants providing the non-federal share of 25 percent and two HMGP subgrants with FEMA providing the 75 percent federal share. This RFP is for grant management, project monitoring and consulting with respect to the state and federal grants that will be used to perform the Project. This RFP does not include the work to perform the fuel reduction under the Project.

IV. SCOPE OF WORK

A detailed scope of work is provided in **Exhibit B**.

It is TMF's intent that the scope of work covered under this RFP will be funded, in whole or in part, by federal grant funding provided by FEMA under Catalog of Federal Domestic Assistance Number 97.039, Hazard Mitigation Grant, and Cal Fire Fire Prevention grants. The Contractor will be required

to comply with all applicable state and federal laws, regulations, executive orders, and Cal Fire, Cal OES, and FEMA requirements. HMGP Funding for the Project is contingent on strict conformance to the guidelines set forth by applicable state and federal guidelines, including regulations found in 2 C.F.R. Part 200.

V. PROPOSAL DEADLINE/DELIVERY

All proposals in response to this RFP must be received by TMF, in accordance with the submission instructions provided herein, on or before 12:00 PM (pacific time) on the due date indicated below. Proposals will be opened immediately following the deadline. It is the sole responsibility of the Respondent to ensure that the Proposal is received on time.

Solicitation release date:	June 23, 2022
Register interest in RFP by:	June 29, 2022 at 5:00 PM
All questions must be submitted by:	June 30, 2022 at 5:00 PM
Responses to questions, if any, issued by:	July 6, 2022 at 5:00 PM
All proposals due on:	July 13, 2022 at 5:00 PM
Anticipated date of award:	July 18, 2022

All times indicated are in the Pacific time zone.

This schedule is subject to change in the sole discretion of TMF.

VI. GENERAL INSTRUCTIONS

Submittal Instructions

Respondents shall submit **one electronic PDF proposal** to Mr. Alex Carter, Director of Land Management at acarter@mccconnellfoundation.org. The first page of the PDF proposal shall indicate the RFP number and title indicated on the cover page of this RFP. The subject line of the e-mail transmitting the PDF should also indicate the RFP number and title. Any requirements in the RFP that cannot be met must be so indicated in the proposal. Respondents must respond to the entire RFP. **If a price proposal form is provided in Microsoft Excel format, Respondent shall return its completed price proposal form in Microsoft Excel format, in addition to the remaining portions of its response to this RFP in PDF format.**

Alternatively, Proposals may be hand delivered to:

The McConnell Foundation
ATTN: Mr. Alex Carter
1131 Lema Road.
Redding CA 96003
SUBJ: [RFP No. 001 Grant Management, Shasta County Hazardous Fuels Reduction]

Costs of proposal preparation, and any other costs incurred to respond to this RFP are the sole responsibility of the Respondent. TMF assumes no responsibility for any such costs incurred by the Respondent. The Respondent also agrees that TMF bears no responsibility for any costs associated with any administrative or judicial proceedings, if any, resulting from the solicitation process.

Timeliness

Respondents may submit their Proposal any time prior to the stated deadline. If more than one e-mail containing a PDF proposal is provided by the same Respondent, the latest received proposal prior to the deadline will be considered the Respondent's final response. It is the sole responsibility of the Respondent to ensure that its proposal arrives within the given timeframe. TMF assumes no responsibility for any Proposal not received, regardless of the reason for the delay. TMF will endeavor to respond to each e-mail submission with a confirmation of receipt as a courtesy, but Respondents are encouraged to call TMF's office to confirm receipt if a courtesy confirmation is not received via e-mail. **Late proposals or proposals submitted in any other form than identified above will be rejected.**

Registration and Questions

Any firms interested in this RFP should register their interest by sending an email to Mr. Alex Carter, Director of Land Management at acarter@mcconnellfoundation.org. Those who register will be notified of any responses to questions and changes to this RFP. All questions should also be submitted electronically to acarter@mcconnellfoundation.org and must be submitted no later than the question deadline listed above. All communications regarding this RFP must include the RFP number and title in the subject line, and the body of the communication must include the individual's name, firm name, and complete address.

TMF is not responsible for responding to any inquiry, substantive or otherwise, received after the inquiry submittal deadline listed above.

No oral interpretations will be made by TMF to any firm as to the requirements of this RFP. Any clarification or interpretation that is not in writing shall not legally bind TMF. Only information supplied by TMF in writing or in this RFP should be considered in preparing Proposals. It is the responsibility of the Respondent(s) prior to submission of any proposal to ensure all RFP documentation has been received.

Warranty

Each Respondent shall carefully examine all RFP documents and familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP. Before submitting a Proposal, each Respondent shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and affecting the requirements of this RFP.

The contract documents contain the provisions required for the Project. Information obtained from an officer, agent, or employee of TMF or any other person shall not affect the risks or obligations

assumed by the Respondent/Contractor or relieve the Respondent/Contractor from fulfilling any of the conditions of the contract. All goods and services furnished by Respondent, relating to and pursuant to this RFP, will be warranted to meet or exceed the specifications contained herein. In the event of breach, the Respondent will take all necessary action, at Respondent's expense, to correct such breach in the most expeditious manner possible.

Submission of a Proposal indicates acceptance by the Respondent of the conditions contained in this RFP. Failure to make such investigations and examinations shall not relieve the Respondent from obligation to comply, in every detail, with all provisions and requirements of the RFP.

Basis of Contract Award

The award decision will be based on an evaluation of a Respondent's ability to meet the needs of TMF. TMF reserves the right to make one award or multiple awards. Award(s), if made, will be made to the responsible and responsive Respondent(s) whose Proposal(s) represents, in TMF's sole discretion, the most advantageous Proposal to TMF and best overall value to TMF, price and other factors being considered. **TMF reserves the right to reject all offers or to award the contract to other than the lowest priced offeror.**

Point of Contact

TMF's Director of Land Management will be the primary point of contact for this RFP. Under no circumstances may a Respondent contact any other TMF employee or agent concerning this RFP until after award unless written consent or instruction is provided to do so. Any such contact may result in disqualification.

Cancellation/ Clarification/ Rejection

TMF may cancel this RFP, whole or in part, and reject any Proposal when it is in the best interests of TMF, in TMF's sole discretion and without liability or obligation to any Respondent. Notice of cancellation shall be sent to each Respondent that has expressed interest in this RFP pursuant to the instructions provided herein. The notice shall identify the solicitation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

Through its own investigation and in its sole discretion, TMF may determine the qualifications, experience, and acceptability of any Respondent submitting a proposal in response to this RFP. TMF reserves the right, and has absolute and sole discretion to reject any or all Proposals, select and award any portion of any or all Proposal items, and waive minor informalities and irregularities in any Proposal.

A Proposal may be rejected if it is non-responsive or does not conform to the requirements and instructions in this RFP. A Proposal may be non-responsive for reasons that include, but are not limited to, failure to utilize or complete prescribed forms, conditional Proposals, incomplete Proposals, indefinite or ambiguous Proposals, failure to meet deadlines and improper and/or undated

signatures. Other conditions which may cause rejection of Proposals include evidence of collusion; obvious lack of experience or expertise to perform the required work; submission of more than one Proposal for the same work from an individual, Respondent, or corporation under the same or a different name; and failure to perform or meet financial obligations on previous contracts.

This RFP is being provided by TMF without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Respondent or other party shall have recourse to TMF if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by TMF that any proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

Licenses

Respondent shall be properly licensed for the appropriate work specified in this RFP. All Respondents are requested to submit any required license(s) with their qualifications. License(s) must be effective as of the opening date and must be maintained throughout the Contract Period. Failure to be properly licensed as stated above may result in the rejection of the Proposal as nonresponsive.

Insurance Requirements

The Contractor selected by TMF will be required to maintain the insurance coverages described below throughout the performance of work. **The Respondent must either submit evidence of insurance that meets or exceeds the requirements of this RFP, or a signed certified statement from an official legally authorized to bind the Respondent that commits the Respondent to deliver evidence of the required insurance within seven (7) days of selection, including all required endorsements.**

The following insurance coverages are required:

- Commercial General Liability

The Respondent shall maintain general liability on an occurrence form with limits not less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Respondent's limit of liability.

- Professional Liability Insurance

Respondent shall maintain Professional Liability insurance for errors and omissions with minimum limits of liability of **\$5,000,000** per occurrence and **\$5,000,000** in the aggregate. If coverage is written on a claims-made basis, the retroactive date will need to precede the effective date of the definitive agreement, if any, between TMF and the Respondent, and continuous coverage will need to be maintained or an extended reporting period will need to be exercised/purchased for a period of at least three (3) years from termination or expiration of such agreement.

- Cyber Security

Respondent shall maintain cyber security liability with limits not less than **\$1,000,000**.

- Automobile Liability

Respondent shall maintain motor vehicle liability with limits not less than **\$1,000,000** combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

- Workers' Compensation and Employer's Liability

Respondent shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of **\$1,000,000** are required.

- Excess Liability / Umbrella

Respondent shall maintain **\$2,000,000** per occurrence and **\$2,000,000** aggregate of Excess Liability / Umbrella coverage.

The insurance carrier shall include an additional insured endorsement as follows:

The McConnell Foundation, its officers, directors, agents, and employees shall be included as additional insureds, but only with respect to work performed for The McConnell Foundation under [Contract No. 001 Grant Management, Shasta County Hazardous Fuels Reduction].

The additional insured endorsement must accompany the certificate(s) of insurance.

All subcontractors shall provide the same certificates of insurance and endorsements as the Respondent, providing proof of insurance to the McConnell Foundation prior to starting work.

Property and Confidentiality

All materials submitted in response to this RFP become the property of TMF. TMF has the right to use any and all ideas presented in response to this RFP, whether amended or not, and selection or rejection of a proposal does not affect this right.

All Respondents should be aware that this RFP and any communications with respect to it, including but not limited to submitted Proposals, may be considered within the public domain by virtue of TMF's intent to submit the resulting costs to Cal Fire, Cal OES, and/or FEMA for Federal and/or State reimbursement. Respondents should therefore identify specifically any information contained in their Proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

RFP and Proposal as Part of Agreement

This RFP and the selected Respondent's Proposal will become part of any contract between TMF and the Respondent. If the terms of the RFP and related documents or Proposal conflict with the contract the contract terms shall control.

Affirmative Steps

The Respondent will be the primary service provider and shall be responsible for all work performed and Contract deliverables. If any portion of the Contract is to be let to subcontractors, proposed use of subcontracts should be included in the Respondent's Proposal. Requests for use of subcontractors received subsequent to the solicitation process are subject to review and approval by TMF. As the scope of work under this contract will be funded in whole or in part using federal grant funding, pursuant to 2 C.F.R. § 200.321, if subcontracts are let, the Respondent/Contractor must take the following affirmative steps to solicit disadvantaged firms:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

TMF reserves the right to request and review information in conjunction with its determination regarding a subcontract request. All subcontractors are subject to the same requirements of this solicitation as the awarded contractor.

Responsibility, Conflict of Interest, and Lobbying

All Respondents shall complete and submit with their proposal a completed Qualification Questionnaire containing information pertaining to Respondent's responsibility and conflicts of interest, and certifications regarding debarment, suspension, and lobbying on the forms provided herein.

TMF will exclude any Respondent who:

- developed or drafted the specifications, requirements, statements of work, or otherwise participated in the development of this RFP;
- is not in good standing with the California Secretary of State; or
- is debarred or suspended from local, state, or federal programs.

In the event of real or apparent conflicts of interest, TMF reserves the right, in TMF's sole discretion, to reject a proposal outright or to impose additional condition upon Respondents. The Respondent shall accept any reasonable conflict mitigation strategy employed by TMF, including but not limited to the use of an independent subcontractor to perform any portion of work that gives rise to the actual or potential conflict.

Representations by Submittal of Proposals

By submitting a proposal, the Respondent warrants, represents and declares that:

- (1) The person(s) designated as principal(s) of the Respondent is (are) named and that no other person(s) other than the person(s) mentioned has (have) any interest in the proposal or in the resulting contract.
- (2) The proposal is made without connection, coordination, or cooperation with any other persons, company, firm, or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.
- (3) The Respondent understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between TMF and the Respondent.
- (4) Respondent has adequate financial resources to perform the contract, or the ability to obtain them.
- (5) Respondent and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors, or executives thereof are not presently debarred, proposed for debarment, or declared ineligible to bid or participate in any federal, state, or local government agency projects.
- (6) Respondent recognizes and agrees that TMF will not be responsible or liable in any way for any losses that the Respondent may suffer from the disclosure or submittal of proposal information to third parties.
- (7) Respondent acknowledges that any contract that results from this RFP will be funded in whole or in part with federal funds and commits to complying with all applicable federal and state laws, regulations, executive orders, and policy in the performance of the Scope of Work of any contract resulting from this RFP. Respondent acknowledges that all applicable federal terms and provisions required by 2 C.F.R. Part 200 and implementing FEMA guidance will be included in any resulting contract.

Protests

Any award by TMF of the Contract as contemplated by this RFP to a Respondent shall be final and not subject to further challenge or protest.

Withdrawal of Proposal

Any Respondent may withdraw its Proposal at any time up to the date and time that the contract is awarded. A withdrawal must be submitted via email notice to acarter@mcconnellfoundation.org. Absent a full withdrawal, Respondent must certify in the transmittal letter that its Proposal, including the submitted cost proposal and pricing, will be valid for ninety (90) days from the date of transmittal.

VII. PROPOSAL FORMAT AND EVALUATION CRITERIA

Proposal Format

Proposals are to be no longer than 25 pages in length, to include all attachments and resumes. Proposal font size shall not be any less than 12 point, with 1-inch margins, except for tables and charts, but such text must be clearly legible. Proposals shall be signed and submitted by an individual who is legally authorized to bind the proposing firm contractually, and include the following:

1: Respondent's Qualifications

- Provide an overview of the Respondent's history, capability, and business ability relative to TMF's requirements. Include information on organizational structure.
- Describe your firm's qualifications in providing grant monitoring and compliance, management and consulting services. Include any special expertise which your firm has in working with FEMA, Cal OES, and/or Cal Fire.
- Provide specific information on your firm's experience working with FEMA's Hazard Mitigation Grant Program. Include the locations (state/tribe/territory) where this experience was gained.
- Discuss the nature of the grant projects with which your firm has experience. For example, the grant program name, number of project narratives handled; whether any included vegetation management; your firm's involvement in environmental or historic preservation reviews and compliance; your firm's involvement in the subrecipient's procurement activities; your firm's involvement in subrecipient recordkeeping; any special reimbursement issues resolved with the grant- and/or subgrant-making entity; any amounts de-obligated and why; the approximate size (\$) of the grant(s); duration and success of any appeals; and experience with audits.
- Provide information related to your experience with FEMA and State audits. Provide the number of audits your firm has been involved with, the number of findings against the organization that the auditors identified; if the findings were significant and overall what they found and the duration of the audits.

2. Specialized Expertise of Team Members

- Provide a list of key personnel who will be assigned to complete the scope of work and their specific roles. This need not be an exhaustive list of personnel to be assigned, but should demonstrate the availability and qualifications of personnel to manage and lead each component of the services requested. Include summary resumes for each individual to reflect their professional licenses, experience, and education.
- Include an organizational chart to show the project positions and the licenses and qualifications of the individuals responsible for providing the services.
- Provide professional resumes for key project personnel, including but not limited to a project manager, finance, accounting and administration staff, data management professionals, and project assistants.
- Identify the primary contact who will be actively engaged in serving the account and identify the current client workload of this individual.
- Describe the experience your employees have in handling the documentation required for receiving Federal or State grant reimbursement.
- Describe the training that your employees have had regarding FEMA, Cal OES, and/or Cal Fire grant rules and processes.

3. Approach

- Describe the firm's general approach to the scope of work to ensure maximum effectiveness, efficiency, transparency, and positive outcomes to include team organization, staff assignments, schedules, quality assurance, and accountability.
- Respondents are encouraged to provide information about any unique or specialized approaches and capabilities they will bring to the engagement.
- Describe the recommended measurable outcomes/project deliverables to assess completion of the scope of work.
- Describe the approach to monitoring grant compliance by other TMF contractors performing engineering, environmental, site assessment, site monitoring, hazardous fuel reduction and site restoration work, and delivery of other goods and services as needed for TMF to complete the hazardous fuel reduction work.
- Describe your firm's approach to ensure all state and federal documentation and recordkeeping requirements will be met.
- Describe your approach to engagement with Cal Fire, Cal OES, and FEMA.
- If the Respondent intends to subcontract any portion of the work, describe what work would be subcontracted, how subcontracts would be let, and the Respondent's plan for subcontractor oversight.
- Identify any obligations of TMF (e.g. services and operational requirements) upon which the approach is contingent.

4. Cost of Services to TMF

- Instructions for providing a cost or price proposal are provided in **Exhibit C**, Price Proposal Form. *Cost-plus-a-percentage-of-cost contracts are not permitted under Federal regulations (e.g., cost + 20%) and thus will not be accepted by TMF.*
- Provide examples (if any) where you have recovered all or part of your fees from FEMA or another grant-making entity.
- TMF will entertain Proposals based upon on a Time-and-Materials (T&M) price.
 - T&M Proposals must include a not to exceed amount that will serve as a ceiling price that the contractor exceeds at its own risk.
 - T&M Proposals shall set forth a guaranteed maximum price for each of the line items set forth on Exhibit C *Price Proposal Form*. Under the T&Ms Price method, the Respondent shall set forth fixed hourly rates for direct labor charges for the Respondent's employees, an estimate of any travel, lodging, per diem, materials and/or other costs payable to third parties by unit, item or task (together with any mark-up the Respondent intends to apply to such costs), and a guaranteed maximum price for each line item. The guaranteed maximum price shall apply to each line item in the aggregate. The fixed hourly rates shall reflect all wages, benefits, general and administrative expenses, indirect costs, overhead and profit of the Respondent. The Respondent will be required to provide appropriate supporting documents and records with each billing.

5. Respondent Experience, References, and Financial Capacity

Describe the history and experience of the firm as it relates to the proposed scope of work. Describe the Respondent's experience with projects of similar size and approximate value of that identified in this RFP. Respondent should describe its demonstrated capability to provide the staffing with the qualifications required in this RFP through the term of the expected contract.

Respondent must submit three (3) references from clients whose projects are of a similar nature to those requested in this RFP. References that can speak to Respondent's experience and skill with grant programs, and FEMA's Hazard Mitigation Grant Program in particular, are preferred. Information provided for each client shall include the following:

- Client name and address.
- Client contact reference name, title, e-mail address, and current telephone number.
- Description of services provided, and time period of the project, and how it relates to the scope of work under this RFP.
- Information regarding the project that would demonstrate successful experiences by the client. This may include performance metrics and improvements.

Respondents are encouraged to provide up to two (2) references for identified subcontractors.

6. Acceptance of Conditions

Indicate any exceptions to the terms and conditions of the RFP to include insurance requirements, or any other requirements listed in this RFP. If no exceptions are indicated it will be understood that no exceptions will be considered after the award, or if applicable, during negotiations. Exceptions taken by a Respondent may negatively impact the evaluation and rank of the Proposal at the sole discretion of TMF.

7. Required Forms

- Exhibit C: Price Proposal Form
- Exhibit D: Qualification Questionnaire
- Exhibit E: Lobbying Certification and Disclosure Form
- Exhibit F: Certification Regarding Debarment and Suspension

VIII. SELECTION

TMF will first screen proposals for completeness and adherence to the requirements of this RFP. Proposals that are incomplete or otherwise fail to comply with the requirements of this RFP may be disqualified. Next, TMF will evaluate and rank the most advantageous proposals and make a selection for contract negotiation and award. The selected Respondent will be notified in writing with an intent to award letter.

Upon selecting the Respondent whose Proposal represents the best value for the Project, TMF will enter into a written contract with that Respondent for the work. TMF will not engage in face-to-face negotiations. **PROPOSING PARTIES UNDERSTAND, AND AGREE BY THEIR SUBMITTAL OF A PROPOSAL IN RESPONSE TO THIS RFP, THAT THERE ARE AND WILL BE NO BINDING OBLIGATIONS BETWEEN TMF AND ANY RESPONDENT RELATING TO THE WORK DESCRIBED IN THIS RFP UNLESS AND UNTIL A FORMAL WRITTEN AGREEMENT FOR SUCH WORK IS EXECUTED AND DELIVERED BY BOTH PARTIES.**

Evaluation

Each proposal timely received will be evaluated individually and in the context of all other proposals. Proposals must demonstrate that the Respondent meets the minimum qualifications and must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by TMF through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified.

The ranking of proposals shall be based upon the points awarded in the scoring process utilizing the evaluation criteria in this RFP. Although TMF may engage in independent inquiry regarding the Respondent, TMF will not discuss or clarify any points with bidders after bids have been submitted and will not engage in face-to-face negotiations.

There is no obligation on the part of TMF to award the proposal to the lowest priced Respondent, and TMF reserves the right to award the contract to the Respondent submitting the best overall

responsive proposal which is most advantageous to and in the best interest of TMF consistent with the evaluation criteria. TMF shall be the sole judge of what is in TMF's best interest. Although it is TMF's intention to negotiate and enter into a single contract for the subject work, TMF reserves the right to negotiate and enter into multiple contracts for separate portions of the work.

Evaluation Criteria and Scoring

In order to identify the Proposal providing the best value, the following Price and non-Price factors and subfactors will be evaluated:

Factor 1 – Technical Approach (0-30)

The evaluation of the Respondent's Proposal will be based on the Respondent's feasibility of approach and timeline, understanding of the requirements, and completeness. The Technical Approach Subfactors will each be accorded equal importance in the evaluation.

Subfactor 1 – Feasibility of Approach (0-10)

The Proposal will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable. The Proposal will be evaluated to determine the level of confidence provided to TMF with respect to the Respondent's methods and approach in successfully meeting the Scope of Work. The evaluation of this Subfactor 1 will include, among other things, the qualifications and experience of the Respondent and its personnel and extent to which the proposal demonstrates knowledge, skills, and abilities relevant to the Scope of Work, and whether any actual or potential conflicts of interest may be avoided or mitigated.

Subfactor 2 – Understanding of the Requirements (0-10)

The Proposal will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in fulfilling the requirements in the Scope of Work and meeting and/or exceeding the requirements presented in the solicitation. The evaluation of this Subfactor 2 will include, among other things, the Respondent's description of the processes that will be implemented in order to meet the Project's data collection, project tracking, recordkeeping, and reporting requirements.

Subfactor 3 – Completeness (0-10)

The Proposal will be evaluated to determine whether the Respondent's methods and approach have adequately and completely considered and satisfied the requirements specified in the solicitation.

Factor 2 – Price (0-40)

For this factor, all proposed unit prices, or time and materials prices with guaranteed maximum prices, will be evaluated to determine whether the proposed prices are fair and reasonable.

Factor 3 – Past Performance (0-30)

Past performance will be evaluated to determine whether it demonstrates a likelihood of successful performance in providing requirements similar in size, scope, and complexity to this solicitation. TMF will consider whether each reference is relevant (based on size, scope, and complexity) to this

requirement, recent (ongoing projects or those completed in the last three years), and reflects performance that is satisfactory or better. TMF will evaluate information received from the Respondent and from its references including the Respondent's a record of:

1. having the necessary organization, accounting, and operational controls;
2. conforming to requirements and standards of good workmanship;
3. forecasting and controlling costs and showing appropriate budgetary controls;
4. adherence to schedules, including the administrative aspects of performance;
5. reasonable and cooperative behavior and commitment to customer satisfaction;
6. business-like concern for the interest of the customer; and
7. meeting quality requirements.

As a part of the Past Performance evaluation, TMF will also consider the Respondent's responsibility, integrity, compliance, and resources as reported in the Qualification Questionnaire and any additional independent inquiry by TMF.

IX. AGREEMENT

The successful firm shall be prepared to immediately enter into contract negotiations with TMF, and must at that time deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by TMF before the successful Respondent may proceed with the work.

TMF's intent is to negotiate an agreement with the successful firm for a term of up to twelve (12) months (Phase 1) followed by four (4), one-year options to perform Phase 2 work. The total maximum term of the contract with all options included is five (5) years, although TMF at its sole discretion may opt not to award Phase 2 options. Prices shall remain firm for Phase 1 and Phase 2 Contract Periods subject only to annual Cost-Of-Living Adjustment (COLA) price escalations as determined by the Social Security Administration. Additional items/services related to those described in Exhibit B may be added to the resultant Contract, in compliance with applicable State and federal regulations.

The resultant Contract will be based on a T&M price. A T&M cost is a) the sum of the actual costs of materials; b) direct labor hours charged at fixed hour rates that reflect wages, benefits, general and administrative expenses, indirect costs, overhead, and profit; and c) a not to exceed ceiling price that the Contractor exceeds at its own risk.

The Contract will contain the provisions required by 2 C.F.R. § 200.327 and FEMA guidance and must abide by the *Cost Principals* found in 2 C.F.R. Part 200, Subpart E to ensure that all costs are reasonable.

Exhibit A: Project Description

Background

The McConnell Foundation (TMF) has been awarded two Fire Prevention Grants funded with Cap-and-Trade auction proceeds appropriated by the California Department of Forestry and Fire Protection (Cal Fire) and two wildfire mitigation grants by the California Governor's Office of Emergency Services (Cal OES) to manage hazardous vegetation under the Hazard Mitigation Grant Program (HMGP). The work will take place in Shasta County on private property in the Wildland Urban Interface (WUI). The McConnell Foundation will implement this work following Cal OES and Federal Emergency Management Agency (FEMA) requirements under the HMGP as outlined in this Request for Proposals (RFP).

The scope of work to be performed under a contract resulting from this RFP is limited to grant management, including project monitoring and consulting. Work to implement the hazardous fuel reduction treatments, including environmental compliance and debris monitoring, will be solicited through separate Request for Proposals (RFP) and/or Invitation for Bids (IFB).

The grants to TMF from Cal OES are awarded in Phases. Cal OES will award Phase 2 after TMF's successful completion of Phase 1. Accordingly, this RFP outlines the Scope of Work in two Phases with the Respondent aware that the initial term shall only include Phase 1 work; with Phase 2 work following in options that may be awarded and implemented at TMF's sole discretion.

Project

The McConnell Foundation is the subrecipient of two HMGP projects to perform hazardous fuel treatments in eighteen Project Activity Areas on corridors at widths varying between 100 and 400 feet for a combined treatment length of approximately 100 miles and total treatment area of approximately 2,000 and 4,000 acres.

TMF also received two Fire Prevention grants from Cal Fire to perform hazardous fuel treatments in five Project Activity Areas on corridors at widths varying between 100 and 400 feet for a combined treatment length of approximately 40 miles and total treatment area of approximately 1,000 and 2,000 acres.

The Respondent will provide grant management services for all four grants.

Project Tasks

The HMPG projects will be implemented over a 36 month period under two phases.

Phase 1: (Approximately 6-8 months)

Grant Management: Under this RFP the Respondent will provide grant management services.

Task 1A: Landowner Outreach, Right-of-Entry and Site Data Collection. Contractors (to be awarded following a separate RFP or IFB) will provide professional data management services (GIS), landowner outreach, private property right-of-entry agreements, environmental assessments and surveys and related efforts necessary for the hazardous fuel reduction treatments to be

implemented. Under this task, contractors will inform landowners of the project boundary and project benefits and conduct the needed preparatory site data collection to achieve environmental compliance. Contractors will coordinate with regulatory and permitting agencies, map project boundaries and property lines, complete relevant technical studies or surveys and determine the extent of the hazardous fuel reduction treatments.

Task 1B: Environmental Compliance. Contractors (to be awarded following a separate RFP or IFB) will perform field studies, pedestrian surveys (i.e. archeological and biological) and provide project documentation to obtain CEQA and NEPA compliance. The required services include the coordination, documentation, and related efforts necessary to report project information to CAL FIRE, Cal OES and FEMA and obtain CEQA and NEPA compliance with State and Federal agencies.

Note: Phase 2 work is subject to successful completion of Phase 1 work and Cal OES advises a 6 to 12 month project delay between the completion of Phase 1 and the beginning of Phase 2. TMF expects a significant reduction in grant management work between Phases 1 and 2.

Phase 2: (Approximately 24-26 months)

Grant Management: Under this RFP the Respondent will provide grant management services.

Task 2A: Site Assessments, Seasonal Surveys and Site-Specific Work Plans. Contractors (to be awarded following a separate RFP or IFB) will provide landowner consultations to determine hazardous fuel reduction treatments specifications on private property. Contractors will create site-specific work plans and obtain landowner consent to for hazardous fuel reduction treatments. Contractors will perform required seasonal environmental surveys and environmental monitoring.

Task 2B: Construction Monitoring. Contractors (to be awarded following a separate RFP or IFB) will monitor the work of hazardous fuel reduction contractors, collect GIS data, and document performance data on the successful implementation and completion of hazardous fuel reduction treatments.

Task 2C: Pre-Treatments. Contractors (to be awarded following a separate IFB) will apply pre-treatment herbicide for vegetation management.

Task 3A: Hazardous Fuel Reduction. Contractors (to be awarded following a separate IFB) will manage vegetation and reduce hazardous fuels on eligible property with hand and mechanical treatments, including removal and disposal of biomass.

Task 3B: Site Restoration. As necessary, contractors (to be awarded following a separate IFB) will provide native grass seeding, soil stabilization, secondary herbicide application and repair any incidental damage.

Grant Closeout: Respondent to develop an operations and maintenance plan and provide records and data for project closeout.

Exhibit B: Scope of Work

Brief Description of Purchase

TMF is requesting proposals for a qualified firm or team to provide hazard mitigation grant management, project monitoring, and consulting services in compliance with federal and State of California requirements. The successful Respondent will support TMF in TMF's role as FEMA Hazard Mitigation Grant Program (HMGP) subrecipient, and Cal Fire Fire Prevention Grant recipient, of grant funds for completion of the Shasta County Wildfire Mitigation / Hazardous Fuels Reduction projects.

Qualified firms should have experience with federal and state grant management procedures, particularly with respect to the HMGP. It is anticipated that the successful respondent will be prepared to immediately implement best practices for grant management services.

Detailed Scope of Work

The successful Respondent will assume responsibility as an independent contractor for the administration and management of TMF's HMGP and Fire Prevention grants and subgrants. Selected contractor(s) will be required to follow the code of Federal Regulations, as it relates to procurement and scope of services, as well as the terms of applicable grant and subgrant agreements. Performance of the Scope of Work will include working with federal agencies, state agencies, and various individuals within TMF. Some of the services the successful Respondents may be asked to perform include, but are not limited to the following:

1. If needed, assist in the development and/or modification of the Statement of Work for the HMGP and/or Fire Prevention grant projects.
2. Monitor and evaluate the progress of the mitigation activity in accordance with the Approved Statement of Work of the subgrant and budget, administrative requirements of 2 C.F.R. Part 200, and applicable State requirements.
3. Ensure the subrecipient's timely and proper administration of the subgrant in accordance with Part VI, sections D, E, and F of [FEMA's Hazard Mitigation Assistance Guide](#) (February 27, 2015, and any subsequent amendments thereto that are applicable to the TMF subaward), including but not limited to the timely and accurate filing of all required reports and documentation through and including award closeout.
4. Ensure TMF's compliance with the [Fire Prevention Grants Program Procedural Guide](#) FY2019-2020 (Sept. 25, 2019), and any subsequent amendments thereto that are applicable to the TMF award, including but not limited to filing pictures and a quarterly progress report to the Cal Fire Unit Project Manager within 30 days at the end of every calendar quarter.
5. Project Documentation:
 - a) Review and draft RFP and IFBs and contracts for goods and services needed to complete the work described in Exhibit A, Project Description, under the HMGP subgrants and Fire Prevention grants, and advise on the scope of work development for said contracts.

- b) Collect, develop, draft, edit, circulate for signatory authorization, manage, organize, maintain, and store all project contracts, invoices, and other pertinent documentation, which may be required by FEMA, Cal FIRE, and/or Cal OES in support of project expense reimbursement (Project Documentation). Examples of Project Documentation include, but are not limited to, work orders, change orders, invoices and related supporting information, contractor reports, electronic mail, meeting minutes, project descriptions, data, photographs, videos, and all other contract related decisions.
 - c) Ensure TMF has all financial records, supporting documents, statistical records, and all other subrecipient records pertinent to the awards and subawards, in an easily accessible and recoverable format such that TMF may comply with the record retention requirements in 2 C.F.R. sections 200.334 through 200.338. With certain exceptions, TMF is required to retain such records for a period of 3 years from the date of submission of the financial expenditure report.
 - d) Establish, organize, and maintain an information management system for ultimate use and ownership by TMF to manage and maintain all Project Documents and data including but not limited to signed Right of Entry permits, and documents and data from and between assessment and environmental contractors, construction monitors, and hazardous fuel reduction contractors, Cal OES, Cal FIRE and TMF staff or their designated representatives. Document full implementation of the approved Statement of Work, liquidation of obligated funds consistent with the approved Statement of Work, implementation and documentation of all environmental and historic preservation compliance grant conditions; and documentation demonstrating that the project was implemented in a manner consistent with the Federal subaward agreement and Cal Fire Fire Prevention Grant agreement.
 - e) Compile, organize, maintain, and archive a complete administrative record for the Shasta County Wildfire Mitigation / Hazard Fuel Reduction projects that shall be the ultimate property of TMF.
 - f) Compile any required supporting documentation that must accompany grant progress reports and grant closeout reports. Prepare progress reports and grant closeout reports.
6. Cost Validation:
- a) Provide validation and verification of all costs claimed on all invoices submitted to TMF by project contractors. Cost validation shall include establishing a cost tracking management database for ownership and use by TMF which compares and reconciles invoice amounts against the supporting construction monitoring data collection and reports issued by the assessment and monitoring contractor, for the hazard fuel reduction contractors, and other supporting documentation.
 - b) If any submitted costs are denied by the granting entity, ensure that TMF is promptly notified and understands why the costs were denied, in sufficient time to appeal.
 - c) Provide copies of all documentation transacted for reimbursement on behalf of TMF. Offer TMF any project management design and/or coordination ideas that may result in cost savings, efficiencies, or increased reimbursement.

- d) The cost documentation submitted for reimbursement must withstand a FEMA or Federal or State audit, including work performed by Respondent to assist TMF.

7. Budget Tracking and Reporting:

- a) For each separate contractor implementing project work, independently collect, manage and track invoice payment amounts, payments made by TMF, work order numbers, change order numbers, retention amounts, projected remaining budget amounts, other relevant invoice information, and maintain all invoice documentation, cost tracking, budget analyses, and budget projections. The Respondent shall provide the following items:

- Weekly Budget Status Reports for each separate contractor. The weekly budget status report shall include tallies, costs, projections, invoice progress reports, and evaluation and integrity controls and recommendations for each separate contractor.
- Monthly Budget Status Reports, due at the first of each month, which summarizes the previous months' weekly status reports and make budget projections through the end of each of the separate contractors contract terms.
- Provide the ability for TMF or their designee(s) to create on-demand budget reports based on data collected by the Respondent.

- b) The Respondent shall include a monthly report containing the following information:

- Staffing: A description of significant anticipate changes to Respondent's staffing plan as it relates to TMF.
- Summary of Work Performed by the Respondent: A brief description of the work performed in the preceding four (4) weeks, including a list of open projects and their progress as compared to the previous report.
- List of Meetings: A list of meetings the Respondent held in the preceding four (4) weeks with third parties (i.e. state agencies or other contractors), including a description of the discussion and the result of the discussion or action items.
- Needs List: A numbered list of work items, information, or decision points that the Respondent requires from TMF for the upcoming reporting period.

- c) Develop and maintain a system that is able to provide project information and financial reports, at the direction of TMF staff that includes total costs incurred under the projects and information for each individual contract under the project. The system will need to track and separate costs by each individual Cal Fire or HMPG grant. The acceptable level of detail in financial reports includes itemized expenses incurred, timeframe in which the work occurred, and related supporting documents, for each identified segment where project work was performed. Reports shall be capable of being itemized for each separate contract and each separate grant and have a level of detail that identifies what work was performed on each private property (Assessor's Parcel Number – APN). The reports shall be organized in a manner readily available usable to multiple audiences including, but not limited to: private property owners, TMF, Cal Fire, Cal OES, and FEMA, and any other regulatory agency, as required.

8. Cal OES, Cal Fire and FEMA Deliverables:

- a) Enable maximum reimbursement from Cal OES, Cal Fire and FEMA for each separate contractor working in the project submitted to and paid by TMF, including facilitating the submission of reimbursement and information request(s) on behalf of TMF to Cal OES, Cal Fire and FEMA. Meet all stated deadlines to meet FEMA and the State’s required timelines to recover full reimbursement.
 - b) Ensure all project extensions are requested timely, as required.
 - c) Provide grant administration and management support to ensure timely closeout of the subaward in accordance with 2 C.F.R. sections 200.344 and 200.345
 - d) Verify project compliance with applicable federal, state, and local environmental and historic preservation requirements, including but not limited to local flood plain regulations, and provide recommendations.
 - e) Meet with FEMA, Cal OES, and Cal Fire representatives as needed to support full reimbursement and or grant funding.
9. Integrity Controls: Develop and implement recommended integrity controls including, fraud prevention and detection measures and protocols, identify and prevent potential conflicts of interests, for each contractor and/or the Respondent.
 10. Work with appropriate TMF staff to assist the Federal or State Agency in providing the necessary information, e.g. insurance policies, personnel policies, as requested by those or other agencies to complete necessary documentation for reimbursement. Research as necessary to complete all forms.
 11. The Respondent shall be available to participate in progress meetings, facilitated by TMF, Cal Fire, Cal OES or FEMA and provide information to summarize the project with consultants, contractors, and stakeholders. The Respondent shall evaluate the overall project and recommend improvement to the means and methods of the project, as requested. The progress meetings may need to address key findings and recommendations made in a summary report including a review of the *Monthly Budget Status Reports*. The Contractor shall also be available to meet, answer questions, and must be available to assist with any requests for audit information by any source.
 12. Provide state and federal grant technical assistance in the form of expertise, instruction, skills training, transmission of working knowledge, and the transfer of technical data.
 13. Provide miscellaneous services not otherwise described, but which TMF may require during the course of the Agreement, or any other tasks associated with grant management or project monitoring as requested by TMF.

Exhibit C: Price Proposal Form

Respondent may offer a Time-and-Materials (T&M) price. A T&M cost is a) the sum of the actual costs of materials; b) direct labor hours charged at fixed hour rates that reflect wages, general and administrative expenses, and profit; and c) a not to exceed ceiling price that the Contractor exceeds at its own risk. The Contract will contain the provisions required by 2 C.F.R. § 200.327 and FEMA guidance and must abide by the *Cost Principals* found in 2 C.F.R. Part 200, Subpart E to ensure that all costs are reasonable. The award may be made to other than the lowest priced offeror.

Respondent shall establish Key Performance Metrics within the Proposal that clearly indicate project milestones and deliverables tied to an overall project schedule.

All amounts provided below must be exact change (i.e. \$12.00 instead of \$12).

Not-to-Exceed T&M Ceiling Pricing:

Phase 1: \$ _____

Phase 2 (Subject to COLA increase): \$ _____

Using T&M pricing, Respondent must provide a Fixed Hourly Rate Schedule (Respondents must provide and will be evaluated on the following job titles but may submit additional job titles and associated pricing that the client may review and accept during contract negotiation.):

Job Title <i>(examples provided)</i>	Hourly Rate	Estimated No. of Employees in Role	Estimated No. of Hours Per Week Per Employee
Project Executive			
Project Manager			
Project Consultant			
Project Writer			
Project Accountant			
Data Manager			
Subject Matter Expert			
Closeout Specialist			
Research Assistant			

If Respondent envisions certain costs or expenses that are not specifically identified by this RFP, specify the nature of these costs or expenses, whether each proposal includes them, and provide an estimated annual dollar value that contractor reasonably expects to be incurred.

Exhibit D: Qualification Questionnaire

All questions on this questionnaire must be answered; do not leave blanks—where appropriate, state “None” or “Not Applicable” (N/A). If additional space is required to fully respond to any questions, please add sheets to this questionnaire and reference the questions/answers appropriately. TMF reserves the right to inquire further with respect to any matter in this questionnaire or otherwise to determine the suitability of a contractor to receive an award of a contract.

Identity of Contractor

- A. Contractor’s full legal name: _____
- B. Tax ID Number (“TIN”), Employer Identification Number (“EIN”), and Social Security Number (“SSN”), as applicable: _____
- C. Contractor’s form of legal entity (corporation, joint venture, sole proprietorship, etc.): _____

If the Contractor is a Joint Venture or Partnership, please list all partner firms and/or parties to the Joint Venture below. All partners and/or parties listed are also required to individually complete a separate Qualification Questionnaire.

(1) Partner/Party Name: _____

TIN, EIN, or SSN: _____

DUNS #: _____

Percentage of Ownership: _____

(2) Partner/Party Name: _____

TIN, EIN, or SSN: _____

DUNS #: _____

Percentage of Ownership: _____

- D. State or country under whose laws the Contractor is organized and year organized: _____

E. Number of Employees: Company-wide _____ Local office _____

F. Does the Contractor now use or, in the past ten (10) years has it used, TIN, EIN, doing business as or “DBA”, name, trade name or abbreviation other than the Contractor’s name or TIN or EIN listed in Part I.B., above? If so, provide the prior identifying information. _____

G. Contractor's mailing address: _____

H. Contractor's street address (complete only if different than Part I.G.): _____

I. Has the Contractor changed in address in the past five (5) years and, if so, what was the firm's prior address(es)? _____

J. Contractor's telephone number: _____

E-mail address: _____

K. List each person or legal entity which has a 10% or more ownership or control interest in Contractor.

L. List the name and title of each director and principal officer of Contractor:

Identify of Person Completing this Questionnaire

A. Name: _____

B. Employer/Title: _____

C. Telephone number: _____ Fax number: _____

D. E-mail address: _____ Mobile number: _____

Contractor Representations

If for any reason a representation on this questionnaire is not accurate and complete as of the time the Contractor signs this form, the Contractor must identify the provision and explain the reason in detail on a separate sheet. Absent such an explanation, the Contractor represents that the following statements are complete and accurate.

The following questions apply to (i) Contractor, Contractor’s parent, subsidiaries, and affiliates (if any); (ii) any joint venture (including its individual members) and any other form of partnership (including its individual members) which includes Contractor or Contractor’s parent, subsidiaries, or affiliates; (iii) Contractor’s directors, officers, principals, managerial employees, and any person or entity with a 10% or more interest in Contractor; (iv) any legal entity, controlled, or 10% or more of which is owned, by Contractor, or by any director, officer, principal, managerial employee of Contractor, or by any person or entity with a 10% or more interest in Contractor. (If the answer to any question is “YES,” Contractor must provide all relevant information on a separate sheet attached hereto.)

Please check this box if a separate sheet is attached:

(1) Within the past five (5) years, has Contractor been declared not responsible to receive a public or private contract?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(2) Has Contractor been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(3) Is there a proceeding pending relating to Contractor’s responsibility, debarment, suspension, or qualification to receive a public or private contract?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(4) Within the past five (5) years, has Contractor defaulted on a contract or been terminated for cause on a public or private contract?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(5) Has a public or private entity requested or required enforcement of any of its rights under a surety agreement on the basis of Contractor’s default or in lieu of declaring Contractor in default?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(6) Within the past five (5) years, has the Contractor been required to engage the services of an Integrity Monitor in connection with the award of or in order to complete any public or private contract?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(7) Within the past (5) years, have Contractor’s safety practices/procedures been evaluated and ruled as less than satisfactory by a public or private entity?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(8) Has Contractor’s Workers’ Compensation Experience Rating (also known as the Experience Modification Rate or EMR) been 1.2 or greater at any time in the last five (5) years? If yes, please explain.	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(9) Within the past five (5) years, has the Contractor been accused of violating equal opportunity or nondiscrimination laws?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(10) Within the past five (5) years, has the Contractor been accused of violating prevailing wage laws, regulations, or executive orders?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(11) Within the past ten (10) years, has any of the Contractor’s directors, officers principals or employees who will be directly involved with implementing the project been the subject of disciplinary proceedings by any federal, state or local licensing authority?	<input type="checkbox"/> No	<input type="checkbox"/> Yes

Questions Which Must Be Answered by “Yes” or “No”

To the best of your knowledge after diligent inquiry, in connection with the business of Contractor or any other firm which is related to Contractor by any degree of common ownership, control, or otherwise, do any of the following statements apply to: (i) Contractor, Contractor’s parent, subsidiaries, and affiliates (if any); (ii) any joint venture (including its individual members) and any other form of partnership (including its individual members) which includes Contractor or Contractor’s parent, subsidiaries, or affiliates; (iii) Contractor’s directors, officers, principals, managerial employees, and any person or entity with a 10% or more interest in Contractor; (iv) any legal entity, controlled, or 10% or more of which is owned, by Contractor, or by any director, officer, principal, managerial employee of Contractor, or by any person or entity with a 10% or more interest in Contractor? (If the answer to any question is “YES,” Contractor must provide all relevant information on a separate sheet attached hereto.)

(1) Within the past ten (10) years has been convicted of or pleaded nolo contendere to (i) any felony or (ii) a misdemeanor related to truthfulness in connection with business conduct.	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(2) Is currently disqualified from selling or submitting bids/proposals to or receiving awards from or entering into any contract with any federal, state, or local government agency, any public authority or any other public entity.	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(3) Has within a ten (10) year period preceding the date of this Questionnaire been convicted of or had a civil judgment rendered against it for or in relation to: (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; (ii) collusion with another person or entity in connection with the submission of bids/proposals; (iii) violation of federal or state antitrust statutes or False Claims Acts; or (iv) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.	<input type="checkbox"/> No	<input type="checkbox"/> Yes
In the past ten (10) years, has Contractor entered into a consent decree, deferred prosecution agreement or a non-prosecution agreement?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
In the past seven (7) years, have any bankruptcy proceedings been initiated by or against the Contractor (whether or not closed) or is any bankruptcy proceeding pending by or against the Contractor regardless of the date of filing?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
In the past five (5) years, have there been any judgments or tax liens of \$100,000 or more, including but not limited to judgments based on taxes owed, fines and penalties assessed by a government agency against Contractor at any time?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
During the past five (5) years, has the Contractor failed to file any applicable federal, state, or local tax return?	<input type="checkbox"/> No	<input type="checkbox"/> Yes

Background

A. Indicate if your business qualifies as one of the following:

- | | |
|---|---|
| <input type="checkbox"/> Small Business Enterprise | <input type="checkbox"/> Women’s Business Enterprise |
| <input type="checkbox"/> Minority Business Enterprise | <input type="checkbox"/> Labor Surplus Area Firm ¹ |

B. List all licenses held by your company or any of its directors, officers principals or employees, **that are necessary or relevant to the performance of work on this project.** Attach a separate sheet if necessary.

Insurance Information

A. Worker’s Compensation Carrier: _____

Policy Expiration Date: _____

B. CGL Carrier: _____

Policy Expiration Date: _____

Address: _____

Telephone: _____ Contact Name: _____

C. Other Carrier: _____

Coverages: _____

Policy Expiration Date: _____

Address: _____

Telephone: _____ Contact Name: _____

CHECK ONE

[] To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this Project, and a recommended avoidance or mitigation strategy.

¹ A list of labor surplus areas is available at <https://www.doleta.gov/programs/lisa.cfm>.

Affidavit and Acknowledgement

STATE OF _____)

COUNTY OF _____)

On the _____ day of 20____, before me personally came and appeared _____

by me known to be said person, who swore under oath as follows:

1. I am _____ (print name), _____ (print title)
of _____ (print name of firm).
2. I am duly authorized to sign this Qualification Questionnaire on behalf of said firm and duly signed this document pursuant to said authorization.
3. The answers to the questions set forth in the Qualification Questionnaire and the representations set forth in this questionnaire, including any attachments, are true, accurate, and complete. I authorize TMF to verify any such information and to conduct any background checks it deems appropriate.
4. I acknowledge and understand that the Qualification Questionnaire includes provisions which are deemed included in the contract if awarded to the firm.

Signature

Sworn to and subscribed to before me

this ____ day of _____, 20____

(Notary Public)

Notary Public _____ County

My commissions expires: _____

Exhibit E: Lobbying Certification and Disclosure Form

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Contractor Name

RFP/ITB/Contract Number

Name

Title

Signature

Date

Exhibit F: Certification Regarding Debarment and Suspension

Suspension and Debarment

This RFP is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Respondent is required to verify that the Respondent, its principals (defined at 2C.F.R. section 180.995), or its affiliates (defined at 2 C.F.R. section 180.905) are excluded (defined at 2 C.F.R. section 180.940) or disqualified (defined at 2 C.F.R. section 180.935).

The Respondent must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by The McConnell Foundation. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to The McConnell Foundation and Cal OES, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Respondent agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The Respondent further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1. By signing below and submitting this proposal or agreement, Contractor certifies that
 - a. neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and
 - b. If selected, Contractor will not make any subaward or enter into any contract greater than \$25,000, with parties that are debarred, suspended, or otherwise excluded or ineligible for participation in federal programs or activities.
2. If Contractor is unable to certify to any of the statements in this certification, it shall attach an explanation.

Contractor Name

Contract Number

Name

Title

Signature

Date