



# THE MCCONNELL FOUNDATION

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REDDING, CALIFORNIA

REQUEST FOR PROPOSALS (RFP) No. 003

TRINITY HAZARD MITIGATION  
ENVIRONMENTAL COMPLIANCE, LANDOWNER OUTREACH,  
SITE ASSESSMENTS AND PROJECT MONITORING

The McConnell Foundation  
800 Shasta View Drive  
Redding, CA 96003

RFP Issuance Date: October 4, 2022

**PROPOSALS Due: November 4, 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 Trinity County along specified corridors. (Referred to as Trinity County Wildfire Mitigation / Hazardous Fuels Reduction Projects".) These activities will be funded by state and federal grants.

TMF has received a Hazard Mitigation Grant Program (HMGP) subgrant from the California Governor's Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA). TMF will also apply for a Prevention Grant funded with anticipated funding by the California Department of Forestry and Fire Protection (Cal Fire). These grants will be used to complete the Trinity County Wildfire Mitigation / Hazardous Fuels Reduction Projects. TMF is seeking proposals from firms for the services described in Exhibit B *Scope of Work*, related to the Trinity 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 six (6) 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 four (4) years and six (6) months. 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.** *Any award of this contract and the exercise of any option thereunder is at TMF's sole discretion. Award of this contract for Phase 1 work does not guarantee TMF will execute an option for Phase 2 work. Regardless of the availability of state and federal funding to complete Phases 1 or 2, TMF retains complete discretion whether to award a contract under this RFP, and whether to execute any option for Phase 2 work under any such contract.*

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 Trinity County Wildfire Mitigation / Hazardous Fuel Reduction Projects (Project). The work is funded with a HMGP subgrant with FEMA providing the 90 percent federal share. TMF will fund the 10 percent match for Phase 1, but plans to apply for a Cal Fire grant providing the non-federal share of 10 percent for Phase 2. This RFP is for **landowner outreach, site assessments, environmental compliance and project monitoring**. This RFP does not include the work to perform the grant management services or 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 a Cal Fire Fire Prevention grant. 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. PERIOD OF PERFORMANCE

A detailed period of performance is provided in **Exhibit C**.

#### VI. 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 4:00 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:	<b>October 04, 2022</b>
Register interest in RFP by:	<b>October 17, 2022 at 5:00 PM</b>
All questions must be submitted by:	<b>October 21, 2022 at 5:00 PM</b>
Responses to questions, if any, issued by:	<b>October 28, 2022 at 5:00 PM</b>
All proposals due on:	<b>November 04, 2022 at 4:00 PM</b>
Anticipated date of award:	<b>November 09, 2022</b>

**All times indicated are in the Pacific time zone.**

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

#### VII. GENERAL INSTRUCTIONS

##### *Submittal Instructions*

Respondents shall submit **one electronic PDF proposal** to Mr. Alex Carter, Director of Land Management at [acarter@mccconnellfoundation.org](mailto: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  
800 Shasta View Drive  
Redding CA 96003  
SUBJ: [RFP No. 003 Environmental Compliance and Project Monitoring, Trinity 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](mailto: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](mailto: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 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. The Respondent may use subcontractors for portions of the work as defined in Exhibit A *Project Description*, Exhibit B *Scope of Work* and Exhibit D *Project Figures and Data*. If a subcontractor(s) is/are used, the Respondent must ensure that the subcontractor(s) will have all necessary licenses, permits, and/or certifications to accomplish its portion of the work. Failure of a subcontractor(s) to have the proper licenses, permits, and/or certifications, may constitute a breach of the written agreement for the work. The necessary licenses, permits or certifications may include, but not be limited to, the following:

- A valid Registered Professional Forestry License, from the California Department of Forestry and Fire Protection.
- A valid Pest Control Advisor License (PCA), issued by the California Department of Pesticide Regulation.
- A valid certification or license to perform biological and archeological surveys to meet CEQA and NEPA requirements (e.g. CDFW approved biologist, professional archeologist)

### ***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 **\$2,000,000** per occurrence and **\$2,000,000** in the aggregate for Phase 1 work and **\$5,000,000** per occurrence and **\$5,000,000** in the aggregate for Phase 2 work. 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 Excess Liability / Umbrella coverage of **\$5,000,000** per occurrence and **\$5,000,000** aggregate for Phase 1 work and **\$10,000,000** per occurrence and **\$10,000,000** in the aggregate for Phase 2 work.

**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. 003 Environmental Compliance and Project Monitoring, Trinity 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@mccconnellfoundation.org](mailto:acarter@mccconnellfoundation.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.

## VIII. PROPOSAL FORMAT AND EVALUATION CRITERIA

### *Proposal Format*

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. There is no page limit, but Respondents are to keep Proposals limited to information required under this RFP. 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 environmental compliance, landowner outreach, site assessments, project monitoring, project management, feasibility studies, preliminary design, environmental surveying, mapping and related services. Include any special expertise which your firm has in working with wildfire mitigation and state or federal agencies including: FEMA, Cal OES, USFS, BLM and/or Cal Fire.
- Provide specific information on your firm's experience performing work similar to that described in Exhibit B *Scope of Work*, Section 2 *Tasks to be performed by Respondent*. Include the locations (state/tribe/territory) where this experience was gained. Such work includes:
  - Gathering Right-of-Entry Agreements and performing Landowner Outreach
  - Site Data Collection and Boundary Identification
  - Environmental Compliance and Permits
  - Developing and implementing a Site-Specific Work Plan
  - Project Monitoring and Landowner Coordination
  - Project Tracking and Data Collection
  - Developing and timely submitting Work Reports
  - Developing and timely submitting Project Monitoring Reports
  - Developing and timely submitting Grant Reports and Requirements
  - Invoicing and Project Closeout
  - Worksite Safety and Procedures
- If the Respondent intends to subcontract any portion of the work, describe what work would be subcontracted and Respondent's plan to ensure subcontractors have the required experience and/or professional license(s) to implement the work.
- Discuss the nature of the wildfire mitigation projects with which your firm has experience. For example, the project name, number of acres included in the projects; and whether any included vegetation management.

- Provide information related to your experience with FEMA and State audits. Provide the number of audits your firm has been involved with, the duration of the audits, the number of findings against the organization that the auditors identified; if the findings were significant and a brief summary of significant audit findings.

## 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 Personnel whom you consider to be essential to the successful performance of the work.
- 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 reporting work funded by Federal or State grants.
- Describe the training that your employees have had regarding environmental compliance, safety protocols, best management practices, and data management related to the scope of work.

## 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 and collecting data on work performed by other TMF contractors performing 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 related to performance of the scope of work will be met.
- Describe your approach to engagement with California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) regulators.

- 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.
- Provide a Project schedule for both Phase 1 and Phase 2 work based on the tasks outlined in Exhibit B *Scope of Work* and timelines provided in Exhibit C *Project Performance Period*.

#### 4. Cost of Services to TMF

- Instructions for providing a cost or price proposal are provided in Exhibit E *Price Proposal Form and Project Schedule*. *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.*
- TMF will entertain Proposals based upon on Fixed Unit Prices. The upper level Estimated Range in Units will be the basis for a Not-to-Exceed Ceiling Price per line item and a Not-to-Exceed Ceiling Pricing for Phase 1 and Phase 2. The Not-to-Exceed Price per line item is the upper level Estimated Range in Units multiplied by the Fixed Unit Price for each line item. The Phase 1 and Phase 2 Not-to-Exceed Ceiling Pricing is the total of all Not-to-Exceed Prices for line items identified as Phase 1 or Phase 2.
  - Under the Fixed Price method, the Respondent shall set forth a Fixed Unit Price for each line item. The Respondent’s billing will be based on the Fixed Unit Price for each line item.
  - Proposals shall set forth a guaranteed maximum price for each of the line items set forth on the Exhibit E *Price Proposal Form and Project Schedule*. The Fixed Unit Price will include direct labor charges for the Respondent's employees, 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 Fixed Unit Prices 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 E: Price Proposal Form and Project Schedule
- Exhibit F: Qualification Questionnaire
- Exhibit H: Lobbying Certification and Disclosure Form
- Exhibit I: Certification Regarding Debarment and Suspension

### IX. 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.

**X. 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 six (6) 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 four (4) years and six (6) months, although TMF at its sole discretion may opt not to award Phase 2 options. Fixed Unit Prices shall remain firm for Phase 1 and Phase 2 Contract Periods. Additional items/services related to those described in Exhibit B *Scope of Work* may be added to the resultant Contract, in compliance with applicable State and federal regulations.

The resultant Contract will be based upon on Fixed Unit Prices. The upper level Estimated Range in Units will be the basis for a Not-to-Exceed Ceiling Price per line item and a Not-to-Exceed Ceiling Pricing for Phase 1 and Phase 2. The Not-to-Exceed Price per line item is the upper level Estimated Range in Units multiplied by the Fixed Unit Price for each line item. The Phase 1 and Phase 2 Not-to-Exceed Ceiling Pricing is the total of all Not-to-Exceed Prices for line items identified as Phase 1 or Phase 2.

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 a wildfire mitigation grant by the California Governor's Office of Emergency Services (Cal OES) to manage hazardous vegetation under the Hazard Mitigation Grant Program (HMGP). TMF will also apply for a Fire Prevention Grant funded with Cap-and-Trade auction proceeds appropriated by the California Department of Forestry and Fire Protection (Cal Fire). The work will take place in Trinity 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 Proposal (RFP).

The scope of work to be performed under a contract resulting from this RFP is limited to landowner outreach, site assessments, environmental compliance and project monitoring. Work to implement the hazardous fuel reduction treatments will be solicited through separate 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 a HMGP grants to perform hazardous fuel treatments in two Project Activity Areas of widths varying between 400 and 1,200 feet totaling a combined length of 16 miles and total treatment area of between 2,250 and 4,500 acres.

### Project Elements

The HMPG Project will be implemented over a 32 months period under two phases.

#### Phase 1: (Approximately 6 months)

Grant Management: Contractors (to be awarded following a separate Request for Proposals (RFP)) will provide grant management services.

Task 1A: Under this RFP, the Respondent will provide professional data services (GIS) for site assessments, landowner outreach, gather private property Right-of-Entry Agreements, and perform environmental assessments and surveys and related efforts necessary for environmental compliance. Under this task, Respondent will inform landowners of the Project boundary and Project benefits and conduct the needed preparatory site data collection to achieve environmental compliance. Respondent will coordinate with regulatory and permitting agencies, map Project boundaries and property lines, complete relevant technical studies or surveys and propose the extent of the hazardous fuel reduction treatments to TMF.

Task 1B: Under this RFP, the Respondent will perform environmental compliance. Respondent 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. *THE RESPONDENT WILL BE REQUIRED TO OBTAIN CEQA APPROVAL. FEMA WILL PERFORM THE NEPA REVIEW WITH ENVIRONMENTAL SITE INFORMATION COLLECTED BY THE RESPONDENT.*

*Note: Phase 2 work is subject to FEMA approval. Presuming Phase 2 work is approved, TMF expects a 6 to 12 month project delay between Phase 1 and Phase 2 for agency review. AWARD OF THIS CONTRACT FOR PHASE 1 WORK DOES NOT GUARANTEE TMF WILL EXERCISE AN OPTION FOR PHASE 2 WORK. APPROVAL OF PHASE 2 WORK BY FEMA DOES NOT GUARANTEE TMF WILL EXERCISE AN OPTION FOR PHASE 2 WORK. WHETHER FEMA APPROVES OR DENIES PHASE 2, TMF RETAINS SOLE DISCRETION FOR EXECUTING ANY OPTION FOR PHASE 2.*

Phase 2: (Approximately 26 months)

Grant Management: Contractors (to be awarded through a separate RFP) will provide grant management services.

Task 2A: Under this RFP, the Respondent will perform site assessments, seasonal surveys and site-specific work plans. Respondent will provide landowner consultations to inform hazardous fuel reduction treatment specifications on private property. Respondent will create site-specific work plans and obtain landowner consent for hazardous fuel reduction treatments. Respondent will perform required seasonal environmental surveys and environmental monitoring.

Task 2B: Under this RFP, the Respondent will perform Project monitoring. Respondent 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 through a separate IFB) will apply pre-treatment herbicide for vegetation management.

Task 3A: Hazardous Fuel Reduction. Contractors (to be awarded through 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 through a separate IFB) will provide native grass seeding, soil stabilization, secondary herbicide application and repair any incidental damage.

Grant Closeout: (Approximately 3 months)

Contractors (to be awarded through a separate RFP) will 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 landowner outreach, site assessments, environmental compliance and Project monitoring 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 Trinity County Wildfire Mitigation / Hazardous Fuels Reduction projects.

Qualified firms should have experience with federal and state environmental compliance and monitoring. A description of Respondent's experience in providing similar services as outlined in Exhibit A *Project Description* and this Exhibit B including specific experience with hazardous fuel reduction and vegetation management. It is anticipated that the successful Respondent will be prepared to immediately implement best practices for the described work. The Respondent shall provide all labor, tools, materials, fuel, equipment, personal safety gear, and incidentals necessary to carry out the work described in this RFP and its Exhibits and Appendices. TMF will issue additional invitation for bids, separate from this RFP, relating to the performance of the hazardous fuel reduction work including: mechanical, hand, herbicide treatments and site restoration activities, (collectively "Treatments") which work will be performed by "Treatment Contractor(s)". Collectively all work performed by Treatment Contractors and work described under this RFP performed by the Respondent is referred to as "Project Activities"

### Work to be Performed by Respondent

#### Phase 1 Work:

- 1) Identify the Boundary for Fuel Reduction Treatments  
Work with TMF to identify the extent of the Treatments on private property through data collection.
- 2) Conduct Landowner Outreach  
Work with TMF to provide information to eligible landowners on the purpose for hazardous fuel reduction treatments and vegetation management. Describe the process and timeline for all Project Activities.
- 3) Obtain Right-of-Entry Agreements  
Deliver and obtain Right-of-Entry Agreements from landowners for the Respondent to conduct environmental analysis and surveys and collect site data.
- 4) Obtain Environmental Compliance  
Obtain CEQA and NEPA compliance for Treatments on private property. CAL FIRE is expected be the lead agency for CEQA compliance and FEMA will be the lead agency for NEPA compliance.

5) Environmental Surveys and Site Analysis

Conduct required pedestrian surveys (e.g. archeological, biological) and site analysis (e.g. watercourse boundary identification) and flag the boundaries where any work under the Project may be excluded or limited. Provide in detail what portion of environmental monitoring, survey and site analysis work may be required seasonally or is expected to be performed under Phase 1 or Phase 2.

6) Provide or Obtain Licensed Environmental Professionals

Licensed professionals may include but are not limited to Registered Professional Foresters, Certified Biologists, Archeologists, Land Surveyors, and Pest Control Advisors that may be required under Phase 1 and Phase 2 for environmental compliance.

Phase 2 Work:

1) Site-Specific Work Plan

Provide experienced professionals to conduct on-site consultations with each landowner detailing Treatment specifications and Treatment locations. Treatment locations and specifications will be provided to landowners for their approval and written authorization in the form of a written Site-Specific Work Plan.

2) Environmental Surveys, Seasonal Monitoring, and Ongoing Site Analysis.

Conduct and coordinate any required environmental, Tribal, or Project monitoring and/or seasonal surveys required for environmental compliance. Provide in detail what portion of environmental monitoring, survey and site analysis work may be required seasonally or is expected to be performed under Phase 1 or Phase 2.

3) Project Monitoring and Worksite Safety

Monitor the performance of the Treatment Contractor(s) and collect ongoing data to ensure that Treatments are performed to Treatment specifications and Site-Specific Work Plans. Ensure Respondents employees / subcontractor(s) and the Treatment Contractor(s) are in compliance with federal, state and local regulations (e.g. environmental, worksite safety and fire safety regulations).

**Tasks to be Performed by Respondent**

The McConnell Foundation has outlined the preliminary GIS locations of the Project area, further described in Exhibit A *Project Description* and Exhibit D *Project Figures and Data*. This GIS information includes the approximate number of eligible parcels, approximate number of landowners and approximate acreage where private property is eligible for Phase 1 and Phase 2 Project Activities. Following execution of Contract between the Respondent and TMF, the Respondent shall deliver to TMF “Task Orders” outlining the specific services, the deliverables for such services and the timeframe for which deliverables should be completed for acceptance and approval by TMF.

Phase 1 Tasks:

Right-of-Entry Agreements and Landowner Outreach

- 1) Identify ownership and contact information for each parcel within the proposed Project area.
- 2) Work with TMF to provide information to eligible landowners on the purpose for hazardous fuel reduction treatments. Describe the process and timeline for environmental compliance and vegetation Treatments. Conduct at least two outreach events at a central community location where the treatments will occur in the form of a “town hall meeting”.
- 3) Distribute Right-of-Entry Agreements to landowners for written authorization to access their properties to collect site data and perform environmental surveys. The Right-of-Entry Agreement shall be mailed, emailed or physically distributed to landowners for review, approval and written authorization to enable access to their properties to perform Project Activities.
- 4) The Respondent shall keep written or digital records of conversations and interactions with each landowner involved in the Project.

#### Site Data Collection and Boundary Identification

- 1) Identify locations where Treatments need to be excluded. These sites include but are not limited to: Archeological Sites, sites with Water Resources, sites with Biological Resources and slopes greater than 65%.
- 2) Identify locations where Treatments have limitations, restrictions or are considered Special Treatment Zones (STZ) due to environmental constraints. These sites include but are not limited to: historical sites, archeological sites, sites with water resources, sites with biological resources, mine tailings, and any other site with an environmental constraint. The Respondent shall perform archeological and biological surveys as required for environmental and historical compliance.
- 3) Identify locations that do not require Treatments. This may be due to the location having no hazardous fuels or the location has already received Treatments by another party (e.g. landowners, utilities, governmental entities, etc.).
- 4) Identify slope and access constraints: Locations that require mechanical vs hand work due to slope. Identify locations with access constraints (e.g. environmental or geographical barriers limiting or prohibiting site access). These locations may have limitations to Treatments or need to be excluded from Treatments. Slopes less than 65% are expected to receive Treatments.
- 5) Identify erosion potential and the need to implement erosion control or site restoration activities due to erosive soils or other site characteristics. These locations may have limitations to Treatments or need to be excluded from Treatments.
- 6) Identify Timberland areas and mine tailings that may need to follow specific Forest Practice Rules under (PRC) 4511-4630.2.
- 7) Identify locations that have received some level of Treatment by another party. (e.g., landowners, utilities, governmental entities, etc.). If the will need to perform additional Treatments in these locations, a comprehensive description of the prior Treatments and GIS location shall be provided in the GIS data. The Respondent shall give justification for additional

Treatments at these locations in the GIS data. These locations may not require Treatments or only require limited Treatments.

- 8) Identify any other constraint or site characteristics that present limitations or restrictions to Treatments and notify TMF of the conditions.
- 9) Identify Project boundaries and locations with limitations or restrictions to Treatments using industry standard flagging or marking and provide GIS coordinates for each location.

Environmental Compliance and Permits:

- 1) The Respondent shall consult with any required regulators, acquire any special permits, regulatory permissions or clearances in order for Treatments to be implemented on private property (e.g., a) CEQA and NEPA environmental compliance, b) encroachment permit to access private property from public roads, c) permits or agreements with landowners or other entities to conduct the Treatments and/or to utilize property as staging areas, and c) 1052 exemption for Treatments in Timberland areas.
- 2) The Respondent will provide the Project location, Project description, best management practices, environmental documentation, site information and Project data to the required regulators for CEQA and NEPA compliance. Documents will be prepared in accordance with current CEQA Statutes (Public Resource Code §21000 *et seq.*) and current CEQA Guidelines (California Code of Regulation §15000 *et seq.*), required NEPA regulations and any other CEQA or NEPA guidelines.
- 3) The Respondent shall provide operational Best Management Practices (BMPs) that meet Cal Fire, Cal OSHA and OSHA requirements and ensure compliance with worksite safety, fire safety and environmental regulations.
- 4) The Project will require environmental surveys (e.g. biological, botanical and archeological). The Respondent must perform the surveys under a valid certification or license (e.g. CDFW approved biologist, professional archeologist, and/or Secretary of the Interior’s Professional Qualifications Standards for archaeology (36 CFR 61).) Ongoing monitoring and seasonal surveys may be required during Phase 2. The Respondent must provide in detail what portion of environmental monitoring, survey and site analysis work may be required seasonally or is expected to be performed under Phase 1 or Phase 2.
- 5) Projects proposed on a “forested landscape” will require a Registered Professional Forester (RPF) licensed by the California Department of Forestry and Fire Protection to design and oversee any hazardous vegetation removal. The RPF will conduct the required site visits during active Project operations to ensure vegetation removal is being conducted in compliance with existing regulations. An RPF is not required to provide general site data and Project information, but the Respondent must obtain CEQA/NEPA compliance, including RPF consultation during Phase I and a description of any required RPF involvement during Phase 2.
- 6) The Project recommends the use of herbicides for vegetation management and will require a Pest Control Advisor (PCA) licensed by the California Department of Pesticide Regulation (DPR). The PCA will make pesticide recommendations and conduct the required site visits during active Project operations to ensure vegetation removal is being conducted in compliance with existing regulations. A PCA is not required to provide general site data and Project information,

but the Respondent must obtain CEQA/NEPA compliance, including PCA consultation during Phase 1 and a description of any required PCA involvement during Phase 2. The Respondent must provide landowners any required notice of pesticide application (e.g. DPR and Proposition 65 notice requirements).

- 7) The Respondent or designated archeological subcontractor may be required to set up and convene an initial Tribal Consultation meeting with both federally and non-federally recognized tribes to provide an overview of operations and ability to coordinate any required Tribal monitoring.
- 8) The Respondent shall keep written or digital records of conversations and interactions with each Tribe, regulator or agency involved in the Project.

Phase 2 Tasks (Identify any survey work to be completed under Phase 1):

Environmental Surveys, Seasonal Monitoring, and Ongoing Site Analysis

The Respondent shall conduct and coordinate any required environmental, Tribal, or Project monitoring and/or seasonal surveys required for environmental compliance. Provide in detail what portion of environmental monitoring, survey and site analysis work may be required seasonally or is expected to be performed under Phase 1 or Phase 2.

- 1) Conduct environmental surveys (e.g. archeological, botanical, biological) by licensed professionals, as required. Flag environmental sites on each parcel.
- 2) Conduct pedestrian surveys (e.g. watercourses and slope) to identify environmental or physical constraints. Flag treatment boundaries.
- 3) Provide on-site monitors to ensure all work is performed in compliance with environmental regulations and ensure environmental sites are not disturbed.

Site-Specific Work Plan

The Respondent shall develop and provide each landowner a Site-Specific Work Plan detailing Treatment specifications and Treatment locations on parcels owned by the landowner. The Site-Specific Work Plan will detail the type and location of Treatments for landowner's authorization and written approval.

- 1) Develop Treatment locations and specification for the entire Project area that will be condensed into Site-Specific Work Plans for each landowner.
- 2) Flag treatment boundaries on each parcel.
- 3) Provide consultations with landowners for their review and written approval of the Site-Specific Work Plan.

Project Monitoring and Landowner Coordination

The Respondent shall provide ongoing coordination with each private property landowner, monitor the work performed by Treatment Contractor(s) and collect data to ensure that Treatment Contractor(s) perform the work according to Treatment specifications and Site-Specific Work Plans and federal, state and local regulations.

- 1) Provide on-site monitors for landowner coordination.

- 2) Develop BMPs and plans to ensure Respondent's employees / subcontractor(s) and the Treatment Contractor(s) / subcontractor(s) are in compliance with federal, state and local regulations (e.g. environmental, worksite safety and fire safety regulations, including but not limited to creation of Operational BMPs, Fire Prevention Plan and Worksite Safety Plan). Respondent shall monitor Respondent's employees / subcontractor(s) and Treatment Contractor(s) / subcontractor(s) to ensure compliance.
- 3) Provide on-site monitors to ensure Respondent's employees / subcontractor(s) and Treatment Contractor(s) / subcontractor(s) are performing work based on Treatment specifications and Site-Specific Work Plans and ensure compliance with environmental regulations, worksite safety and fire safety.
- 4) Provide on-site monitors able to identify corrective actions for Treatment Contractor(s) and develop a system to implement corrective actions.

Project Tracking and Data Collection:

- 1) Document and collect GIS data in the field on a mobile device or tablet, including Project boundary information and sites where Treatments have restrictions or limitation and identify Treatment locations, estimated biomass to be removed for the site, and type of Treatment (e.g. hand, mechanical, herbicide, site restoration).
- 2) Monitor performance of Treatment Contractor(s) by documenting work performed and collecting GIS data in the field on a mobile device or tablet to ensure that Treatment Contractor(s) performed work based on Project BMPs, Treatment specifications and Site-Specific Work Plans. This documentation and data will include Project boundary information and sites where Treatments have occurred. (e.g. hand, mechanical, herbicide, site restoration) and provide detail where Treatment Contractor(s) need to perform corrective actions.
- 3) GIS data will include the development of a parcel map for viewing by Treatment Contractor(s) and field crews to assist in locating parcel and Treatment boundaries and sites to ensure location accuracy. This includes functionality to download maps for offline use in areas of poor cell reception. Where location inconsistencies exist between the GIS data (e.g. location of water resources) obtained by sources and the Respondent's site analysis, the Respondent shall revise the location boundaries as necessary. Data collection should be compatible with Collector maps (or equivalent technology) and the Respondent shall provide updated location information in GIS format UTM Nad 83 Zone 10.
- 4) Documentation and data collection shall include all documents and data necessary to (a) substantiate and enable TMF to properly evaluate all invoices submitted by the Respondent and (b) substantiate the quantities and values included in Exhibit E *Price Proposal Form and Project Schedule* under this RFP.
- 5) Respondent shall review invoices submitted to TMF by Treatment Contractor(s) and substantiate the quantities and values included in the Treatment Contractor(s) invoices with the Respondent's data collection in the field.
- 6) Respondent shall obtain conditional and unconditional mechanics lien releases from Treatment Contractor(s) / subcontractor(s) as may be requested by TMF.
- 7) The Respondent shall keep written or digital records of each conversation or interaction with each landowner, regulator or agency involved in the Project.

- 8) The Respondent shall meet with TMF staff weekly, or as required by TMF, to review the data and discuss the Project.
- 9) The Respondent shall meet with Treatment Contractor(s) as required to monitor their performance.
- 10) GIS data will need to be uploaded to a web based platform for use by TMF, regulators and Treatment Contractor(s). The Respondent will need to provide summary GIS data to inform the community where Treatments are likely to occur or have occurred.

Respondent's Work Report:

Upon submittal of each invoice the Respondent shall provide a Work Report detailing the work the Respondent performed under the invoice. The Work Report shall include, but is not limited to:

- 1) A narrative describing all Project Activities performed in the invoice period, including a description of completed tasks and quantities. The narrative will support GIS data, photographic and information tables to demonstrate the progress or completion of the task.
- 2) Where tasks occur on property, the GIS data and map shall accompany the Work Report and identify the locations and quantity of work completed during the period covered by the invoice (e.g., Project boundaries, archeological sites, water resources and biological sites located and flagged on XX acres on APNs XXX, XXX..., as identified "Completed Site Survey", Invoice 6" with corresponding GIS data included.)

Respondent's Project Monitoring Report:

Upon submittal of each invoice from the Treatment Contractor(s) the Respondent shall provide a Monitoring Report detailing the work the Treatment Contractor(s) performed under the Treatment Contractor(s) invoice. The Monitoring Report shall include, but is not limited to:

- 1) A narrative describing all Project Activities performed in the invoice period, including a description of completed tasks and quantities. The narrative will support GIS data, photographic and information tables to demonstrate the progress or completion of the task.
- 2) Where tasks occur on property, the GIS data shall accompany the Monitoring Report and identify the locations and quantity of work completed during the period covered by the invoice (e.g., identification where Treatments occurred, classified by Treatment type and unit quantity (e.g. manual treatment completed on XX acres on APNs XXX, XXX..., as identified "Completed Manual Treatments by Contractor XX", Invoice 6" with corresponding GIS data maps included.)
- 3) Where corrective actions took place or are required, provide detail in the Monitoring Report following a developed system to ensure Treatment Contractor(s) perform required corrective actions.

Grant Reports and Requirements:

- 1) Provide documentation and data (summary reports) to TMF on all work performed under this Project for Cal OES, FEMA or CAL FIRE reporting requirements. This documentation and data may include but not be limited to Project narratives, Respondent's Work Reports,

Respondent's Monitoring Reports, invoices, GIS data, maps, payroll information and environmental data and information.

Invoicing and Project Closeout:

- 1) Provide invoices that are consistent with this Exhibit B: Scope of Work and Work Reports including data collection, photographic record and Project progress tracking. The invoices need to be consistent with the Respondent's fixed unit prices on Exhibit E *Price Proposal Form and Project Schedule*. Invoices will be paid for tasks identified as a line item on the Respondent's proposal with completed progress recorded on the Work Report. The Respondent shall submit invoices every 30 days and will be paid within thirty (30) days following receipt and approval of the Work Report and invoice. TMF or its representatives will conduct inspections of the Project area to confirm accuracy of the Work Reports, data collection and invoicing. Project expense records shall be kept in a manner that allows for a full audit trail of any amount invoiced and the Respondent shall also be available to meet, answer questions, and provide records requested by third party auditors.
- 2) Upon conclusion of all tasks in the Project area the Respondent shall issue a Final Report detailing all Project Activities in the Project area (Project Closeout Report).

Worksite Safety and Procedures:

- 1) Prior to conducting any Project Activities on site, the Respondent shall conduct adequate work planning, health and safety evaluation of the proposed work scope and safety planning. This planning shall include the preparation of a health and safety plan that is in compliance with all state and federal Occupational Safety and Health Administration (Cal OSHA and OSHA) requirements.
- 2) The Respondent will give 24-hour advance notice to landowners before accessing private property, ensure site access authorization has been obtained with a Right-of-Entry Agreement, all field crews have vehicles and uniforms that are clearly labeled, and personnel is able to present identification and act in a professional manor.

Fire Safety and Procedures:

- 1) Prior to commencement of Treatments by the Treatment Contractor(s), the Respondent will prepare a detailed Fire Prevention Plan applicable to the Treatment Work.
- 2) Such Fire Prevention Plan shall include all BMPs, equipment, resources, materials, personnel, and measures necessary to prevent and suppress fires in connection with the Treatment Work, shall comply with all Applicable Laws, and shall address such matters as mandatory or appropriate fire prevention and suppression equipment and personnel, hours and days of operation, fire patrols, fuel stick and relative humidity measurements, and other appropriate matters. Respondent shall obtain such approvals of the Fire Prevention Plan as may be necessary to complete the Treatment Work, including but not limited to, the approval of Cal Fire.

### Exhibit C: Period of Performance

The McConnell Foundation (TMF) has been awarded a wildfire mitigation grant by the California Governor’s Office of Emergency Services (Cal OES) to manage hazardous vegetation under the Hazard Mitigation Grant Program (HMGP). TMF will also apply for a Fire Prevention Grant funded with Cap-and-Trade auction proceeds appropriated by the California Department of Forestry and Fire Protection (Cal Fire). The work will take place in Trinity 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, including schedule and Period of Performance requirements.

The Period of Performance under the HMGP subgrant is for a period of thirty five (35) months, including Phase 1 and Phase 2 Period of Performance Periods including a three (3) month Grant Closeout Period.

The Phase 1 Period of Performance is approximately six (6) months and terminates on May 09, 2023.

The Phase 2 Period of Performance will be established after successful completion of Phase 1 and after FEMA’s review of Phase 1 (between 6 to 12 month reviews). The Phase 2 Period of Performance is expected to be twenty-six (26) months with an approximate start between October 31, 2023 and April 30, 2024 and terminate between December 31, 2025 and June 30, 2026.

The Grant Closeout Period is for three (3) months following completion of Phase 2 work.

*The Respondent shall notify TMF of any required Phase 1 time extension two months prior to the termination of Phase 1 Period of Performance. Any Phase 1 time extension will correspond with an equal reduction of the Phase 2 Period of Performance. (e.g. a two month time extension for total eight (8) month Phase 1 Period of Performance will result in a two month reduction in Phase 2 Period of Performance with a total Phase 2 Period of Performance of twenty-four (24) months.) The combined Period of Performance for Phase 1 and Phase 2 is approximately equal to thirty-two (32) months.*

*The Respondent shall provide a Project Schedule with any required Phase 1 time extension within their proposal. Refer to Exhibit E: Price Proposal Form and Project Schedule.*

**DR-4558 Performance Period**

Phase	Phase 1 Period	Ph. 1 Extension	Fema Review	Phase 2 Period	Ph. 2 Reduction
	6 months	( )	6 to 12 months	≤ 26 Months	( )
Phase 1 Tasks					
Phase 2 Tasks					
Ph.1 & 2 Period					

### Exhibit D: Project Data and Figures

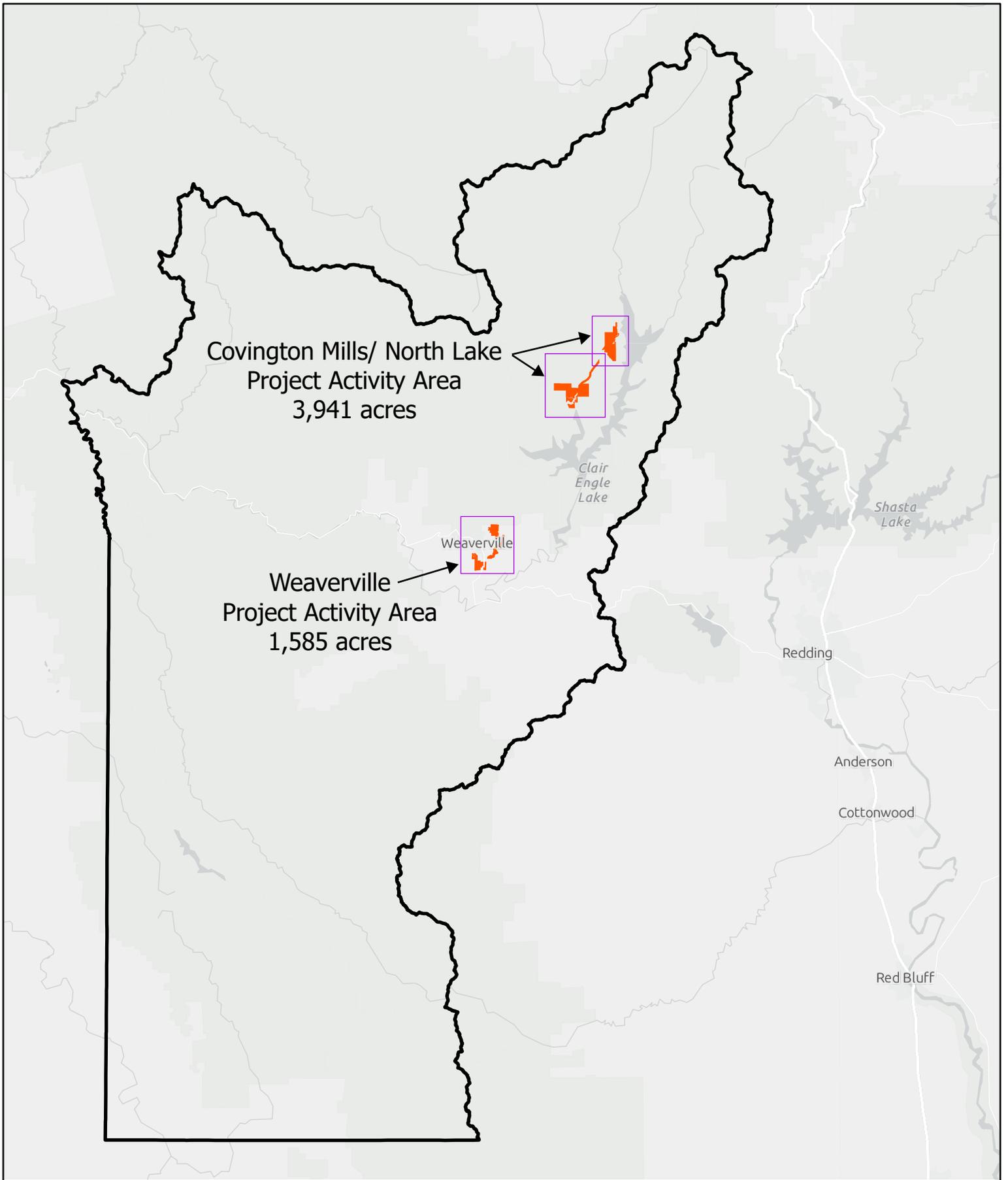
The McConnell Foundation identified two (2) Project Activity Areas (PAA) where property is within the boundary for hazardous fuel reduction treatments under the Project. The PAA boundaries, number of acres proposed for treatment, and number of landowners are approximate and will need to be adjusted based on Respondent’s collection of site data, site analysis, site visits, landowner participation and environmental, operational or physical constraints. The number of acres that will receive treatment and number of participating landowners will be less than the maximum extent of the PAA.

Exhibit D *Project Data and Figures* is provided to establish the maximum potential units under the Project. The actual eligible acres or eligible landowners will be less than the maximum potential under the Project. The total number of landowner and acreage units that receive work will be determined by The McConnell Foundation based on information collected by Respondent outlined in Exhibit B *Scope of Work* and acres will be excluded from treatment where landowners have not executed a Right-of-Entry Agreement or areas that are subject to environmental, operational or physical constraints. The Respondent will provide a fixed unit price for each line item in Exhibit E *Price Proposal Form and Project Schedule*. The purpose of Exhibit D *Project Data and Figures* is to provide summary information on the scope and scale of the Project. While the Respondent can use Exhibit D *Project Data and Figures*, to estimate the potential scope and scale, the Respondent will be paid the fixed unit price only for the unit quantities where actual work was performed. The McConnell Foundation will have the right to reduce the acreages treated to account for any revocations of a landowner's Right-of-Entry, work already performed by others, budget constraints and other factors. The actual number of participating landowners or acres eligible for treatment will be highly variable and may be as low as 30% or as high as 70% in each PAA. The Project anticipates performing hazardous fuel reduction treatments on between 2,250 and 4,500 acres after the Project has been adjusted for landowner participation and environmental, operational or physical constraints.

*\*All data and figures are approximate\**

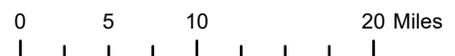
4558 Project Number 0720 Project Activity Areas:

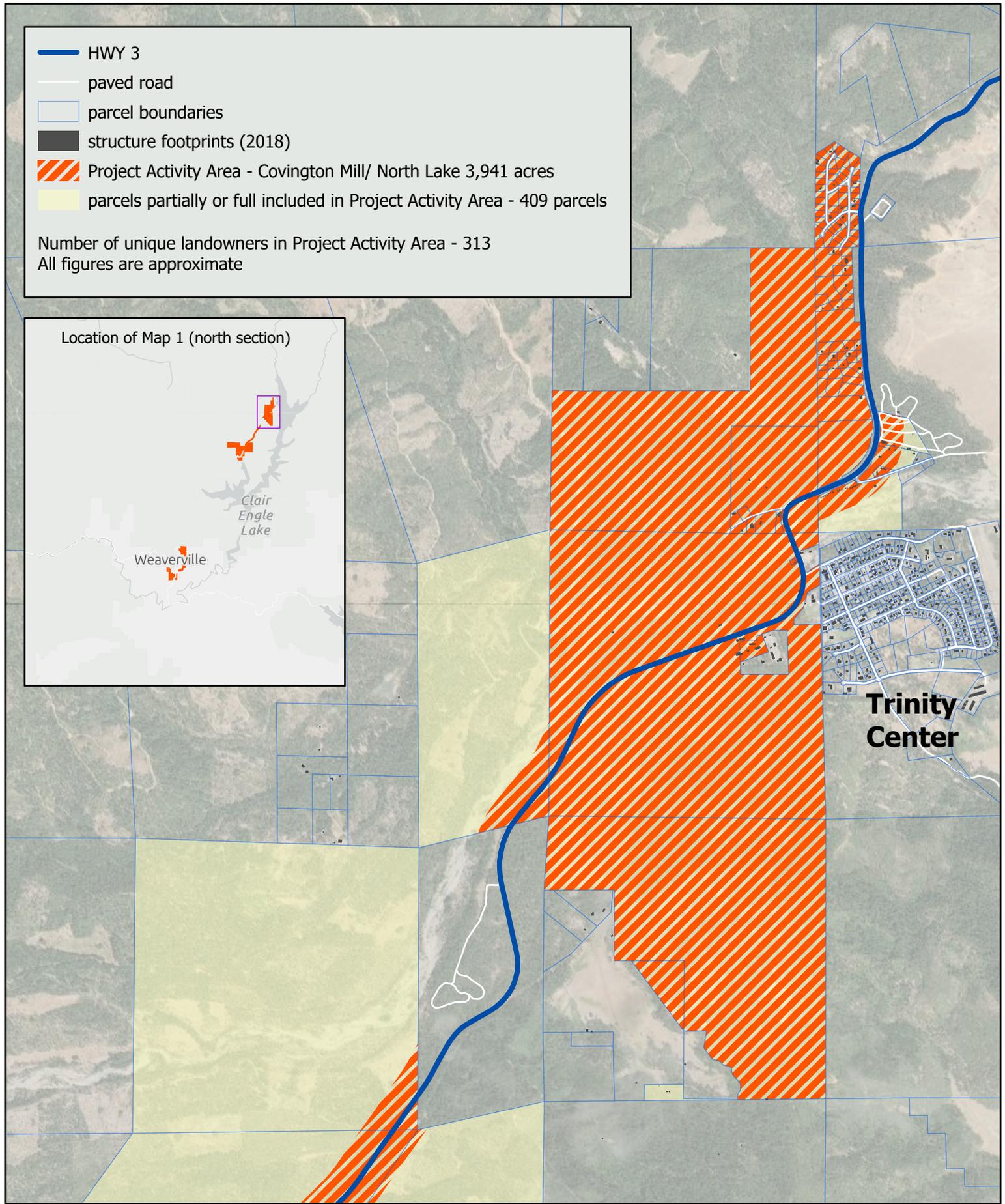
Project Activity Area	Maximum Potential Acres	Maximum Number of Parcels	Maximum Number of Landowners
Weaverville	1,585	83	66
Covington Mill / North Lake	3,941	409	313
<b>Total</b>	<b>5,526</b>	<b>492</b>	<b>379</b>

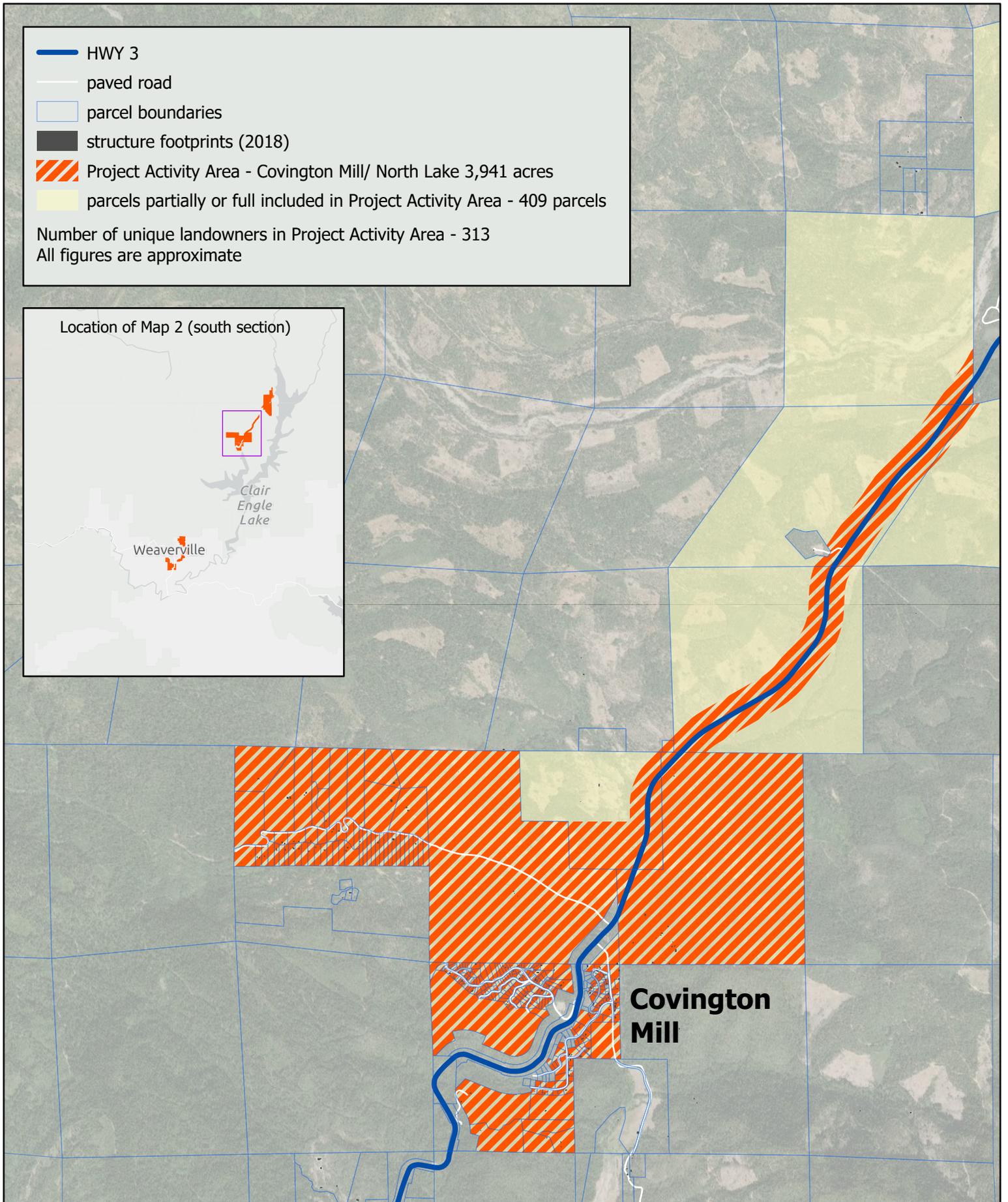


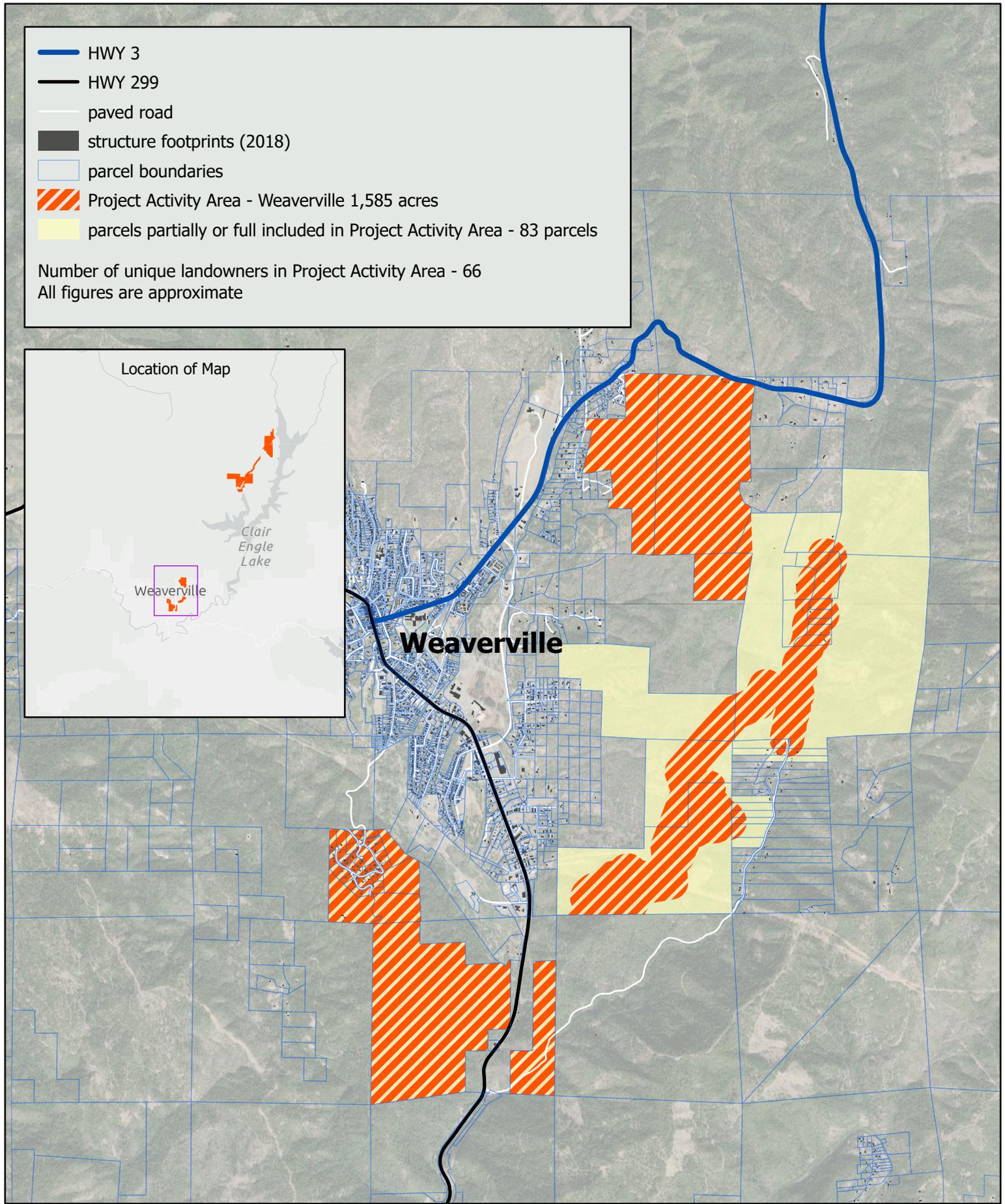
Trinity County FEMA Hazard Mitigation Grant Program #4558 Base Map  
October 2022

 county boundary









### Exhibit E: Price Proposal Form and Project Schedule

In each Project Activity Area (PAA) identified in Exhibit D *Project Data and Figures*, the total number of landowner and acreage units that receive work will be determined by The McConnell Foundation based on information collected by Respondent outlined in Exhibit B *Scope of Work*. While the Respondent can use Exhibit D *Project Data and Figures* to estimate the potential scope and scale of the project, the Respondent will be paid the Fixed Unit Price only for the unit quantities where actual work was performed (e.g. The Respondent may provide landowner outreach and deliver Right-of-Entry Agreements to the maximum potential landowners, but the Respondent will only be paid for the number of site-specific work plans created where property is eligible for hazardous fuel reduction treatments and where landowners have executed a Right-of-Entry Agreement). The McConnell Foundation will have the right to reduce the acreages treated to account for any revocations of a landowner's Right-of-Entry, work already performed by others, budget constraints and other factors. The Project anticipates performing hazardous fuel reduction treatments on between 2,250 and 4,500 acres after the Project has been adjusted for landowner participation and environmental, operational or physical constraints. 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.

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.

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

Respondent must provide a Fixed Unit Price for each line item, a Not-to-Exceed Ceiling Price per line item and a Not-to-Exceed Ceiling Pricing for Phase 1 and Phase 2. The Not-to-Exceed Price per line item is the upper level Estimated Range in Units multiplied by the Fixed Unit Price for each line item. The Phase 1 and Phase 2 Not-to-Exceed Ceiling Pricing is the total of all Not-to-Exceed Prices for line items identified as Phase 1 or Phase 2.

Not-to-Exceed Ceiling Pricing:

Phase 1: \$ \_\_\_\_\_

Phase 2: \$ \_\_\_\_\_

**Price Proposal Sheet Phase 1**

Task to be Performed	Unit Basis	Fixed Unit Price	Estimated Range in Units <i>*Highly variable and subject to downward adjustment by The McConnell Foundation*</i>	Not-to-Exceed Ceiling Price <i>*Based on the upper level Estimated Range in Units*</i>
Landowner Outreach (Phase 1)	Events		2 to 3	
Right-of-Entry Agreement (Phase 1)	Landowners		300 to 400	
Site Data Collection (Phase 1)	Acres		3,500 to 6,000	
Environmental Compliance (Phase 1)	Acres		3,500 to 6,000	
Environmental Surveys (Phase 1)	Acres		3,500 to 6,000	
Respondent’s Work Report (Phase 1)	Number of Reports		5 to 6	

**Phase 1 Project Schedule:**

Respondent shall provide, in the format of their choice, a Project schedule with written key performance metrics within the Proposal that clearly indicate Project milestones and deliverables based on Tasks listed in Exhibit B *Scope of Work* and timelines provided in Exhibit C *Period of Performance*.

**Price Proposal Sheet Phase 2**

Task to be Performed	Unit Basis	Fixed Unit Price	Estimated Range in Units <i>*Highly variable and subject to downward adjustment by The McConnell Foundation*</i>	Not-to-Exceed Ceiling Price <i>*Based on the upper level Estimated Range in Units*</i>
Environmental Surveys (Phase 2)	Acres		2,250 to 4,500	
Site-Specific Work Plans (Phase 2)	Landowners		250 to 400	
Project Monitoring / Landowner Coordination (Phase 2)	Acres		2,250 to 4,500	
Project Tracking and Data Collection (Phase 2)	Acres		2,250 to 4,500	
Respondent’s Work Report (Phase 2)	Number of Reports		26 to 28	
Respondent’s Monitoring Report (Phase 2)	Number of Reports		26 to 28	

**Phase 2 Project Schedule:**

Respondent shall provide, in the format of their choice, a Project schedule with written key performance metrics within the Proposal that clearly indicate Project milestones and deliverables based on Tasks listed in Exhibit B *Scope of Work* and timelines provided in Exhibit C *Period of Performance*.

### Exhibit F: 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 <sup>1</sup> |

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.

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**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.

---

<sup>1</sup> 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 G: 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.

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Contractor Name

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RFP/ITB/Contract Number

---

Name

---

Title

---

Signature

---

Date

### Exhibit H: 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