

**CALIFORNIA DEPARTMENT OF  
FORESTRY & FIRE PROTECTION**

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April 5, 2024

**Request for Proposal – Secondary  
Notice to Prospective Proposers****RFP Number 8CA06779**

You are invited to review and respond to this **Request for Proposal (RFP) Number 8CA06779**, titled **Jackson Demonstration State Forest Management Plan**. In submitting your proposal, you shall comply with the instructions found herein. In addition to those programs and preferences that are specified in this solicitation, Prospective Contractors are encouraged to consider programs and preferences that are available, such as those for the use of small businesses, disadvantaged businesses, disabled veteran businesses, and other businesses covered by State and Federal programs and preferences.

A Disabled Veteran Business Enterprise (DVBE) goal is not required, but DVBE participation is encouraged, and a DVBE incentive may apply to this **RFP**. See **Section D, Special Programs, Item 1**, in this RFP for requirements.

**Note:** All Agreements entered into with the California Department of Forestry and Fire Protection (CAL FIRE) will include, by reference, General Terms and Conditions (GTC 04/2017) and Contract Certification Clauses (CCC 04/2017) that must be downloaded at: [Standard Contract Language \(ca.gov\)](http://Standard Contract Language (ca.gov)).

In the opinion of CAL FIRE, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Janette Galvin, Contracts Analyst  
**California Department of Forestry and Fire Protection**  
Email address: [janette.galvin@fire.ca.gov](mailto:janette.galvin@fire.ca.gov)  
Phone: (916) 894-9831

Please note that no **verbal** information given will be binding upon CAL FIRE unless such information is issued in writing as an official addendum.

Technical questions regarding this solicitation will be addressed, in writing, in accordance with the Questions and Answers portion of this RFP. **See Section C), 3. Questions and Answers** for more details.

Sincerely,

JANETTE GALVIN  
Contracts Analyst

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**A) Purpose and Description of Services**

Refer to the Proposed Form of Agreement, which is attached to this RFP as **Attachment 10, Exhibit A** for a more complete description of services.

**B) Minimum Qualifications for Proposers**

1. The Proposer must be either be an individual or firm currently licensed to do business in California and provide proof of such as required in **Attachment 6, Required Attachment Checklist**.
2. The Proposer must have a business license or incorporation papers for their respective State, showing that their company is in good standing in that state (if the Prime Proposer’s base of operation is located outside the State of California) and provide proof of such as required in **Attachment 6, Required Attachment Checklist**.
3. The Proposer shall demonstrate that at least one (1) member of its team is a current and valid California Registered Professional Forester and provide proof of such as required in **Attachment 6, Required Attachment Checklist**.
4. The Proposer shall provide a Statement of Qualifications demonstrating that the Principal committed to this project has a minimum of five (5) years’ experience in planning and writing forest management plans, as required in **Attachment 6, Required Attachment Checklist**.

**C) Proposal Requirements and Information**

**1. Time Schedule**

It is recognized that time is of the essence. All proposers are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

Event	Date	Time (Pacific Time)
RFP available to prospective proposers	April 5, 2024	
Optional Pre-Proposal Teleconference	May 6, 2024	3:00 p.m.
Written Question Submittal	May 13, 2024	5:00 p.m.
Final Date for Proposal Submission	May 28, 2024	5:00 p.m.
Virtual Oral Interviews ( <i>estimate</i> )	Week of June 10, 2024	
Posting of Notice of Intent to Award ( <i>estimate</i> )	Week of June 24, 2024	
Proposed Agreement Award Date ( <i>estimate</i> )	Week of July 1, 2024	

**2. Optional Pre-Proposal Teleconference**

- A. An optional pre-proposal teleconference will be held at **3:00 p.m. on May 6, 2024** for the purpose of discussing this RFP.

**Teleconference Dial-In Number: (650) 564-3271**

**Participant Code: 836 862 620#**

- B. An authorized representative may attend the optional pre-proposal teleconference on behalf of a potential prime contractor. The representative may only sign-in for one (1) company. Subcontractors may not represent a potential prime contractor at optional pre-proposal conference.

- C. For proposers who need assistance due to a physical impairment, a reasonable accommodation will be provided upon request for the optional pre-proposal conference. The proposer must contact Kevin Conway ([kevin.conway@fire.ca.gov](mailto:kevin.conway@fire.ca.gov) or (530) 339-0286) no later than the fifth (5<sup>th</sup>) working day prior to the scheduled date and time of the optional pre-proposal conference to arrange for a reasonable accommodation.

### 3. Questions and Answers

- A. Questions regarding this RFP must be submitted in writing by **5:00 p.m. on May 13, 2024**. Proposers are encouraged to submit their written questions via e-mail to [janette.galvin@fire.ca.gov](mailto:janette.galvin@fire.ca.gov).
- B. Written questions must include the individual's name, firm name, complete address and must reference **RFP No. 8CA06779**.
- C. Written responses to all questions will be collectively compiled and posted, as an Addendum, to the Cal eProcure website (<https://caleprocure.com/pages/index.aspx>). It is the responsibility of the proposer to access the website for any changes or Addenda that may be posted. Refer to this RFP, **Section C) 1., Time Schedule**, for the schedule of events and dates/times. Proposer can contact the Contract Analyst named above.

### 4. Technical Proposal Requirements

- A. One (1) PDF copy on a thumb drive will be required for the Technical Proposal. Technical Proposal shall contain at a minimum, all required items listed below. Requirement's location must be listed in a Technical Proposal, Table of Contents. Also see RFP **Section C) 9., Submission of Proposal**, for submittal details.
- 1) **Section 1. Introduction and Minimum Qualifications:** Proposer shall:
- a. Introduce its team and summarize the highlights of the proposal.
  - b. Provide the information to demonstrate the minimum qualifications listed in RFP **Section B) Minimum Qualifications for Proposers**.
- 2) **Section 2. Project Management:** Proposer shall:
- a. Designate, by name, the Project Manager to be employed. Project Manager shall be responsible for implementing the Scope of Work, overseeing the activities of the project team, and shall be the single point of contact for this contract. The Project Manager must be available to CAL FIRE as needed to effectively manage this contract. The selected Contractor shall not cause the substitution of the Project Manager without prior written approval of CAL FIRE.
  - b. Explain how the various tasks will be managed and coordinated, and how the project manager's technical expertise will support the effective management and coordination of all activities described in the Scope of Work.
  - c. Provide an organizational flow chart showing the hierarchy of the proposer's team personnel that will be utilized during the term of the Agreement. The chart must show the relationship between the Project Manager and personnel of the proposer's organization and other parties (including subcontractors) to the proposal.

- 3) **Section 3. Personnel:** This Section of the Technical Proposal shall identify the proposed team and key personnel. Key personnel shall have experience with, and in- depth knowledge of, techniques and procedures necessary to accomplish the various tasks listed in **Attachment 10, Proposed Form of Agreement, Exhibit A, Scope of Work.**
- a. Identify all key personnel of the prime contractor who will be working under the Agreement and provide brief (two (2) pages maximum) resumes. Include titles, education, academic degrees, professional licenses, qualifications, proposed roles and responsibilities, summaries of similar work performed and expected level of availability for this Agreement.
  - b. Introduce the proposed subcontractor organizations, if any, and provide qualifications, roles, and responsibilities for the company/organization as a whole. Provide brief (two (2) pages maximum) resumes for each of the subcontractors' key personnel listed to provide services under the Agreement. Include titles, education, academic degrees, professional licenses, qualifications, proposed roles and responsibilities, summaries of similar work performed and expected level of availability for this Agreement. (The cost of the subcontracted work is to be itemized in the Cost Proposal as described below in Cost Proposal Requirements.)
  - c. Proposer shall provide a table in the format provided on **Attachment 2, A.** indicating how many hours each key personnel will be assigned for the Agreements and what task(s) each key personnel will perform. All key personnel of prime contractor and subcontractors assigned to the contract and listed in the Proposer's Technical Proposal must be identified by name, title, and firm name in the table (**Attachment 2, A.**). **Hours listed for key personnel on the table should match hours listed for key personnel in the Cost Proposal.**
  - d. The selected contractor shall not substitute the listed key personnel or subcontractors without prior written approval by the CAL FIRE Contract Manager.
- 4) **Section 4. Qualifications and Experience:** Proposer shall:
- a. Document the project team's qualifications as they apply to performing the tasks described in the Scope of Work. Describe recently completed work as it relates to this scope of work.
  - b. Provide a table or matrix of relevant, previous contracts or projects cross-referenced with the requested services. Indicate the number of years of experience in each area.
  - c. Provide a minimum two (2) and maximum three (3) samples of relevant work experience identified under Task One (1) through Task Three (3) in the Scope of Work (**Attachment 10, Exhibit A, Scope of Work**).

- 5) **Section 5. Work Plan and Work Schedule:** Proposer shall provide a work plan and/or schedule for task completion. Identify each major task, necessary subtasks, and/or specific milestones by which progress can be measured and payments made. Provide a detailed description of the techniques, approaches, and methods to be used in performing the services (tasks and sub-tasks) listed in **Attachment 10, Proposed Form of Agreement, Exhibit A, Scope of Work**. The work plan or schedule shall specify the estimated hours to accomplish each task.
- 6) **Section 6. Facilities and Resources:** This Section shall:
  - a. Identify the location of the prime contractor and subcontractor's headquarters and satellite office(s) and proposed methods of minimizing costs to CAL FIRE.
  - b. Describe the facilities, infrastructure, and resources available to the team.
  - c. Describe organizational flexibility in resource allocation to deal with potential unforeseen issues and circumstances, in the interest of completing the project on time.
  - d. Describe the organizational strategy and tools to facilitate, promote, and maintain effective team work internally, and with clients.
- 7) **Section 7. References:** Proposer shall provide a minimum of two (2) references and a maximum of three (3) references. The references must be clients for whom the proposer has performed similar or related work in the past, preferably within the last five (5) years. Each reference must be in the format listed in **Attachment 2., Section B**.

B. Page Headers and Page Numbering

All pages of the Technical Proposal, including cover pages, Table of Contents, references, and résumés, shall have the following header and page numbering format in the upper right-hand corner:

**Technical Proposal**  
Date: MM/DD/YYYY  
Agreement: 8CA06779  
**Attachment 2**  
Page # of ##

- C. Brochures, thumb drives, drawings, and other promotional documents being submitted with the Technical Proposals shall be clearly identified as to the name of the proposer and the RFP number.

D. **The budgeted allocation for the resulting agreement is \$750,000.00.**

**5. Cost Proposal Requirements**

- A. Cost Proposal, and only the Cost Proposal, shall list all items that will be charged to CAL FIRE for this Agreement. Cost information of any kind for this Agreement is **not** allowed in the Technical Proposal. Cost Proposal shall include both prime contractor and all subcontractors cost information. Cost Proposals shall follow the format provided in the sample **Cost Proposal Worksheet, Attachment 1**, and shall be submitted along with Technical Proposal in one (1) sealed envelope. The resulting Agreement cannot exceed the budgeted allocation of **\$750,000.00**.

- B. One (1) PDF copy on a thumb drive is required for the Cost Proposal. Cost Proposal shall contain at a minimum, all required items listed below:
- 1) Cover page in the format listed on page 1 of **Attachment 1, Cost Proposal Worksheet**.
  - 2) Prime Contractor's cost breakdown in the format listed on page 2 of **Attachment 1, Cost Proposal Worksheet**.
  - 3) Each subcontractor's cost breakdown (separately) in the format listed on page 3 of **Attachment 1, Cost Proposal Worksheet**.

C. Page Headers and Page Numbering

All pages of the Cost Proposal, including cover pages, Table of Contents shall have the following header and page numbering format in the upper right-hand corner:

**Cost Proposal**  
Date: MM/DD/YYYY  
Agreement No. 8CA06779  
**Attachment 1**  
Page # of ##

## 6. California Civil Rights Laws

Any person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a State agency with respect to any contract in the amount of one hundred thousand dollars (**\$100,000.00**) or more shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, that they satisfy all of the conditions set forth in California Public Contract Code (PCC) §2010 and they shall execute the **California Civil Rights Laws Certification** and submit with bid.

## 7. Darfur Contracting Act

- A. The Darfur Contracting Act (PCC §10475-10481) applies to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in PCC §10475. All bidders shall complete the **Darfur Contracting Act Certification (Attachment 10)** and submit with proposal.
- B. If your company has not, within the previous three (3) years, had any business activities or other operations outside of the United States, you do not need to complete **Darfur Contracting Act Certification (Attachment 10)**.
- C. A scrutinized company is a company doing business in Sudan as defined in PCC §10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services (PCC §10477(a)).
- D. Therefore, PCC §10478(a) requires a company that currently has (or within the previous three (3) years has had) business activities or other operations outside of the United States to certify that it is not a "scrutinized" company when it submits a bid or proposal to a State agency.

- E. A scrutinized company may still, however, submit a bid or proposal for a contract with a state agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in PCC §10477(b).

## **8. Mandatory Organic Waste Recycling**

The Contractor generating organic waste or commercial solid waste shall arrange for the recycling services required by this Section in a manner that is consistent with State and local laws and requirements, including a local ordinance or local jurisdiction's franchise agreement, applicable to the collection, handling, or recycling of organic waste and commercial solid waste. This requirement does not modify, limit, or abrogate the contractor's right to sell or donate its recyclable organic waste materials consistent with the requirements of Public Resources Code (PRC) §42649.8 et seq.

## **9. Submission of Proposal**

- A. Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies, or misstatements may be sufficient cause for rejection of a proposal or reduction in points/score during evaluation.
- B. The original proposal must be single-sided and marked "ORIGINAL COPY". All documents contained in the original proposal package **must have original signatures and must be signed by a person who is authorized to bind the proposing firm**. All additional proposal sets may contain photocopies of the original package.
- C. CAL FIRE does not accept alternate Agreement language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC 04/2017) are not negotiable and may be viewed at: [Standard Contract Language \(ca.gov\)](https://www.ca.gov/standard-contract-language).
- D. No oral understanding or agreement shall be binding on either party.
- E. All proposals shall include the documents identified in this RFP's **Required Attachment Checklist, Attachment 6**. Proposals not including the proper "required attachments" may be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- F. Responses to this RFP shall be submitted in one (1) sealed package/envelope containing both the Technical Proposal (one (1) PDF copy on a thumb drive) and Cost Proposal (one (1) PDF copy on a thumb drive).
- G. Proposals must be submitted no later than **5:00 p.m. on May 28, 2024**, and addressed as follows (reference **Section C) 1., Time Schedule**):
  - 1) Proposals received after this time and date will be rejected and returned unopened.

- 2) The proposal package/envelope must be plainly marked with the RFP number and title, your Firm Name, address, and must be marked with "DO NOT OPEN", as shown in the following example:

Agency/Firm Name  
Address  
RFP Number: 8CA06779  
RFP Title: JDSF Management Plan  
**Do Not Open**

- 3) Proposals not submitted under sealed cover and marked as indicated may be rejected. If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.
- H. Proposals must be submitted for the performance of all services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- I. Proposals (Technical and Cost) must be sealed and labeled (as instructed below). Mail or deliver package to the following location:

**Mailed or Delivered To:**

**California Department of Forestry & Fire Protection**  
Business Services Office (BSO)  
Attention: Janette Galvin  
710 Riverpoint Court  
West Sacramento, CA 95605

In the upper portion of the sealed mailing envelope, label outer package:

RFP Number: 8CA06779  
RFP Title: JDSF Management Plan  
Firm Name: *[Add firm name]*

**DO NOT OPEN**

\*If your proposal is hand-delivered, you must date, and time stamp it immediately upon arrival, ask the security guard to call the Mail Room to have your proposal package picked up by CAL FIRE staff.

- J. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. CAL FIRE may reject a proposal that is not responsive, does not meet the technical standards, or is not from a responsible proposer, or may reject all proposals. CAL FIRE may also waive any immaterial deviation in a proposal. CAL FIRE waiver of immaterial defect shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if the proposer is awarded the Agreement.
- K. Costs for developing proposals and in anticipation of award of the Agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
- L. Only an individual who is authorized to contractually bind the proposing firm shall sign the **Proposal/Proposer Certification Sheet, Attachment 4**. The signature must

indicate the title or position that the individual holds in the firm. The proposer's proposal may be rejected if the Proposal/Proposer Certification Sheet is not signed.

- M. A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline. Proposal modifications offered in any other manner, oral or written, will not be considered.
- N. A proposer may withdraw its proposal by submitting a written withdrawal request to CAL FIRE that is signed by the proposer or an authorized agent. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- O. CAL FIRE may modify the RFP up to the specified time of the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package. All addenda prior to the submission deadline are also posted on Cal eProcure at: [Event Search \(ca.gov\)](#).
- P. CAL FIRE reserves the right to reject all proposals for reasonable cause. CAL FIRE is not required to award an agreement.
- Q. Proposers are cautioned to not rely on CAL FIRE during the evaluation to discover and report to the proposer any defects and errors in the submitted documents. Before submitting their documents, proposers should carefully proof them for errors and adherence to the RFP requirements.
- R. Where applicable, proposer should carefully examine worksites and specifications. Proposer shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of worksites and specifications.
- S. More than one (1) proposal or a proposal that includes various options or alternatives from an individual, firm, partnership, corporation, or association under the same or different names, will be rejected. Reasonable grounds for believing that any proposer has submitted more than one (1) proposal for the work contemplated herein will cause the rejection of all proposals submitted by that proposer. If there is reason for believing that collusion exists among the proposers, none of the participants in such collusion will be considered in this or future procurements.
- T. Proposer must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code (RTC) §18662 and 26131. This form can be found at: [STD 204 - Payee Data Record \(ca.gov\)](#). No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
- U. Proposer must sign and submit to the awarding agency, page one (1) of the Contractor Certification Clauses (CCC), which can be found at: [CCC \(04/2017\) form \(ca.gov\)](#).

**10. Evaluation Process**

A. Format Requirements

- 1) At the time of proposal opening, each proposal will be checked for the presence and/or absence of required information in conformance with the submission requirements of this RFP. Proposals that do not provide requested information may be rejected as non-responsive.
- 2) Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposer, shall be rejected.

B. Evaluation of Proposals

- 1) CAL FIRE will evaluate each proposal to determine its responsiveness to CAL FIRE needs. Proposals meeting the Minimum Qualifications will be further assessed by an evaluation committee. Technical Proposals and Virtual Oral Presentations of Proposers that are determined to be responsive will be rated by the evaluation committee using a consensus process. The Consensus scoring will be based on the scoring method listed below:

$$\begin{array}{l} \text{Evaluation Factor/Sub Factor} \\ \text{Weight} \\ \text{(as stated in the Criteria for} \\ \text{Evaluation)} \end{array} \quad \times \quad \begin{array}{l} \text{Consensus} \\ \text{Rating} \end{array} \quad = \quad \begin{array}{l} \text{Weighted} \\ \text{Score} \end{array}$$

Consensus Rating (Range: 0-4)	Rating Definitions
4	Exceeded All Requirements
3	Partially Exceeded Requirements
2	Met All Requirements
1	Partially Met Requirements
0	Requirements Not Met

Factor/Sub Factor	<b>Example only:</b>	Weight	Consensus Rating	Weighted Score
	↙ Contractor's Approach to Technical Work	2	x 3	= 6

2) Phase 1: Technical Proposal Evaluation

Technical Proposals that are determined to be responsive and meet the proposal submission requirements will be evaluated and scored in accordance with **Criteria for Evaluation of Proposer's Technical Proposal, Attachment 7.**

3) Phase 2: Virtual Oral Presentation and Evaluation

- a) Proposers that meet a minimum Technical Proposal Score will be contacted to schedule a date and time for the Oral Presentation, which will be conducted virtually between CAL FIRE and each proposer team via an online, audio/video-conferencing platform such as Microsoft Teams or Zoom. CAL FIRE will schedule the video conference and provide access information

to proposers. CAL FIRE will contact proposers in advance of the scheduled date and time for the Oral Presentation.

- b) If using visual aids, such as a PowerPoint presentation, Proposers must email a PDF of their presentation to the email provided in the Oral Presentation invitation letter at least 24 hours prior to oral presentation. The PDF will be distributed to the evaluation committee on the day of the Oral Presentation prior to the starting time.
  - c) If, for any reason, during the virtual Oral Presentation session, technological problems arise that prevent the delivery and completion of the Oral Presentation in a satisfactory manner, in the opinion of CAL FIRE, then the Oral Presentation will be re-scheduled and conducted again. CAL FIRE may deem a proposal non-responsive due to the persistence of Proposer's technological problems, in the opinion of CAL FIRE, such as, inter-connection and/or software compatibility during the Oral Presentation.
  - d) The Oral Presentations will be evaluated and scored in accordance with Criteria for Evaluation of **Proposer's Virtual Oral Presentation, Attachment 8**. While the ability of the Contractor to competently work with online video-conferencing platforms is highly relevant to performance under this contract, the evaluations and scoring of the Oral Presentations for the purposes of this RFP will be based on the content of the presentation.
- 4) Cost Proposal Evaluation
- Cost Proposals that meet the proposal submission requirements will be evaluated and scored in accordance with **Criteria for Evaluation of Proposer's Cost Proposal, Attachment 9**.
- 5) The final proposal score will be the combined evaluation scores from the Technical Proposal, Virtual Oral Presentation and Cost Proposal. The Agreement will be awarded to the Proposer with the highest combined score who meets the requirements outlined in this RFP, pending approval of proposal's satisfactory compliance of DVBE requirements, and approval of any applicable Preference and Incentive Programs set forth in this RFP.

C. Miscellaneous Award Issues

- 1) CAL FIRE does not negotiate rates and/or costs listed on any Cost Proposal submitted for the RFP.
- 2) If no proposals are received containing bids offering a price, which in the opinion of CAL FIRE is a reasonable price, CAL FIRE is not required to award an Agreement (PCC §10344 [d]).
- 3) The proposer is advised that should this RFP result in an award of an Agreement, the Agreement will not be in force and no work shall be performed until the Agreement is fully approved by CAL FIRE and the proposer is notified by the Contract Manager to begin work.
- 4) In the event of a precise tie, lots will be drawn to determine the successful proposer, or if applicable, the tie will be broken in accordance with Government Code (GOV) §14838(f).

D. NOTE: There will be no individual sheets, no written scores, and no written notes.

## 11. Audit

- A. Contractor agrees that CAL FIRE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement (GOV §8546.7, PCC §10115 et seq., CCR Title 2, §1896). Contractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC §10115.10.
- B. Link to Electronic Code of Federal Regulations Title 48 Chapter 1 Subchapter E Part 31: [eCFR: Contract Cost Principles and Procedures \(ecfr.gov\)](http://www.ecfr.gov).

## 12. Award and Protest

- A. Notice of Intent to Award shall be posted on the Cal eProcure website ([Event Search \(ca.gov\)](http://www.calprocure.ca.gov)) for five (5) working days prior to awarding the Agreement.
- B. Proposers have the right to protest the award of CAL FIRE Agreements subject to the following grounds, processes, and procedures.
- 1) If any proposer, prior to the award of Agreement, files a protest with the DGS, Office of Legal Services, on the grounds that the (protesting) proposer would have been awarded the Agreement had the Agency correctly applied the evaluation standard in the RFP, or if the Agency followed the evaluation and scoring methods in the RFP, the Agreement shall not be awarded until either the protest has been withdrawn or the State has decided the matter. It is suggested that you submit any protest by certified or registered mail to:

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**California Department of General Services**

Office of Legal Services  
Attention: Bid Protest Coordinator  
707 Third Street, 7th Floor, Suite 7-330  
West Sacramento, CA 95605  
Phone Number: (916) 376-5098  
Email: [OLSProtests@dgs.ca.gov](mailto:OLSProtests@dgs.ca.gov)

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- 2) Within five (5) days after filing the initial protest, the protesting proposer shall file with the Department of General Services and the awarding agency a detailed written statement specifying the grounds for the protest. A copy of the detailed written statement should be mailed to CAL FIRE. It is suggested that you submit any protest by certified or registered mail.

### **13. Disposition of Proposals**

Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California and will be regarded as public records under the California Public Records Act (GOV §6250 et seq.) and subject to review by the public. The State cannot prevent the disclosure of public documents. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a proposer's proposal, shall be held in the strictest confidence until the "Notice of Intent to Award" is posted. We recommend that you register the copyright for any proprietary material submitted.

### **14. Standard Conditions of Service**

- A. Service shall be available no sooner than the express date set by CAL FIRE and the proposer, after all approvals have been obtained and the Agreement is fully executed. Should the proposer fail to commence work at the agreed upon time, CAL FIRE, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the proposer shall be liable to the State for the difference between proposer's proposal price and the actual cost of performing work by the second lowest proposer or by another Contractor.
- B. All performance under the Agreement shall be completed on or before the termination date of the Agreement.
- C. Antitrust Provisions
  - 1) In submitting a bid to a public purchasing body, the proposer offers and agrees that if the proposal is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under §4 of the Clayton Act (15 USC §15) or under the Cartwright Act, Chapter 2, commencing with §16700, of Part 2 of Division 7 of the Business and Professions Code (BPC), arising from purchases of goods, materials, or services by the proposer for sale to the purchasing body pursuant to the proposal. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the proposer (See GOV §4552).
  - 2) If the awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid.
  - 3) Upon demand in writing by the assignor, the assignee shall, within one (1) year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action (See GOV §4554).
- D. Loss Leader usage is prohibited in this solicitation: It is unlawful for any person engaged in business within this State to sell or use any article or product as a "loss leader" as defined in BPC §17030 of. "Loss Leader" means any article or product sold at less than cost: a) where the purpose is to induce, promote or encourage the purchase of other merchandise; or b) where the effect is a tendency or capacity to

mislead or deceive purchasers of prospective purchasers; or c) where the effect is to divert trade from or otherwise injure competitors.

- E. No oral understanding or agreement shall be binding on either party.
- F. If the proposer is awarded the Agreement and refuses to sign the Agreement presented for signature within the time and manner required, the proposer will be liable to CAL FIRE for actual damages resulting to CAL FIRE therefrom or ten percent (10%) of the amount proposed, whichever is less.

#### **D) Special Program(s)**

##### **CAL FIRE Advocates**

CAL FIRE Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Advocates are available to answer questions regarding the SB/DVBE Programs and Incentives and to help identify possible SB/DVBE vendors.

CAL FIRE ADVOCATES: [sbdvbe.advocate@fire.ca.gov](mailto:sbdvbe.advocate@fire.ca.gov)

The following Special Program(s) are applicable to this RFP.

#### **1. Disabled Veteran Business Enterprise (DVBE) Participation Requirements**

##### **A. DVBE Participation Program with **NO** Goals**

A DVBE goal is not required, but DVBE participation is encouraged, and a DVBE incentive may apply to this RFP. See **Section D, Item 2, Paragraph B**, in this RFP for requirements.

##### **B. DVBE Incentive Program**

- 1) The DVBE Incentive Program applies to this solicitation. It is separate from the DVBE Participation Program and was established in Military and Veterans Code (MVC) §999 et seq., and 2 CCR §1896.99 et seq., to encourage proposers to partner with DVBE subcontractors. The incentive is used only for evaluation purposes to arrive at the successful bidder and does not alter the amounts of the actual bid. Any responsive and responsible proposer with the confirmed DVBE participation per the Tables in **paragraph 3)** below is eligible to receive the incentive. Proposers who are not responsive and responsible regardless of the amount of DVBE participation are not eligible to receive the incentive.
- 2) CAL FIRE will apply an incentive to proposals proposing the utilization of DGS Certified DVBE firms identified on the Bidder Declaration, GSPD-05-105. Information provided on the Bidder Declaration, GSPD-05-105 shall be verified by CAL FIRE prior to the award of the contract. The incentive points are equal to a percentage of the total possible points based on the amount of DVBE participation in the proposal being evaluated per the Tables below.

3) Tables for RFP

**Goal Not Required**

Verified DVBE Participation	DVBE Incentive Amount
5% or more	5%
4% - 4.99%	4%
3% - 3.99%	3%
2% - 2.99%	2%
0.1% - 1.99%	1%

4) When applying the DVBE incentive a Non-SB shall not displace an award to a California Certified Small Business. Nor shall the DVBE incentive exceed five percent (5%) of the total possible available points.

5) Additional information: [DGS Contracting Commitment with SBs, DVBEs \(ca.gov\)](#).

**2. Small Business (SB) Enterprise or Microbusiness (MB) Preference**

- A. Government Code §14835 et seq. requires that a five percent (5%) preference be given to proposals who qualify as a Certified SB or MB. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in 2 CCR §1896 et seq.
- B. To claim the SB or MB preference, your firm must have its principal place of business located in California and be certified by the DGS, Office of Small Business and Disabled Veteran Business Services (OSDS). If proposer is claiming the five percent (5%) certified SB or MB preference, complete the **Proposal/Proposer Certification Sheet, Section 16, Attachment 4** and attach a copy of your certification.
- C. Pursuant to GOV §14838 and 2 CCR §1896, if a proposer is not a certified SB but wishes to be eligible for the five percent (5%) "non-SB" preference, the proposer must subcontract at least twenty five percent (25%) of its net proposed price to one or more certified small businesses. If proposer is claiming the five percent (5%) "non-SB" preference, complete the **Proposal/Proposer Certification Sheet, Section 17, Attachment 4**, and complete Bidder Declaration form, GSPD-05-105, with the names of all certified SB firms being claimed for credit. Attach a copy of the subcontractor's Certified SB certificate for each SB subcontractor and a copy of all SB subcontractor's quote to the Bidder Declaration form, GSPD-05-105.
- D. Certified SB and MB bidder(s) shall have precedence over "Non-SB" proposers in the application of SB preference(s).
- E. SB Preferences may not be applied to any proposal deemed non-responsive with the solicitation instructions or from a responsible proposer.
- F. Questions regarding the certification approval process or SB program should be directed to DGS, OSDS at (800) 559-5529. For the 24-hour recording call (916) 375-4940, or submit E-mail requests to: [OSDSHelp@dgs.ca.gov](mailto:OSDSHelp@dgs.ca.gov)

Additional References: [DGS Contracting Commitment with SBs, DVBEs \(ca.gov\)](#).

- G. SB or MB proposers or proposers using the “Non-Small Business” preference shall be granted a preference consisting of five percent (5%) of the highest responsible proposer’s total score if the highest scored proposal is from a non-certified SB or MB.

**Attachment 1**  
**Sample Cost Proposal Worksheet**

Cover Page

**Table 1** Total Costs\* Per Task

Total Costs for Task 1	\$
Total Costs for Task 2	\$
Total Costs for Task 3	\$
<b>* Grand Total for this Agreement</b>	<b>\$</b>

**Notes:**

\*Total Costs for Table 1 shall include Prime Contractor and all Subcontractors costs.

**Table 2** Total Costs for Prime and Each Subcontractor

Prime Contractor (Firm Name) Total Costs (for this Agreement)	\$
Subcontractor 1 (Firm Name) Total Costs (for this Agreement)	\$
Subcontractor 2 (Firm Name) Total Costs (for this Agreement)	\$
Subcontractor 3 (Firm Name) Total Costs (for this Agreement)	\$
<b>* Grand Total for this Agreement</b>	<b>\$</b>

**Notes:**

\*Grand Total in Table 1 and Table 2 should match.

**Attachment 1**

Cost Breakdown for Task 1

Prime Contractor: (Firm Name)

Direct Labor Cost			
Personnel (Name and Title)	Hours	Rate* (per hour)	Total (Hours x Rate)
Staff Name: Project Manager	_____ hrs. @	\$_____	\$_____
Staff Name: Clerical	_____ hrs. @	\$_____	\$_____
Staff Name: Title	_____ hrs. @	\$_____	\$_____
Staff Name: Title	_____ hrs. @	\$_____	\$_____
<b>Sub Total – Labor Cost</b>	_____ hrs.	<b>N/A</b>	<b>\$_____</b>

Other Direct Costs (except labor)	
Research	\$_____
Supplies	\$_____
Travel	\$_____
Other Direct Costs (itemize)	\$_____
<b>Sub Total – Other Direct Costs (except labor)</b>	<b>\$_____</b>

<b>Prime Contractor (Firm Name) Total Cost for Task 1</b>	<b>\$_____</b>
---	----------------

**Notes:**

Labor Rates shall include indirect costs (such as overhead, fringe, and any other items), fee/profit, and any other applicable costs to be charged to CAL FIRE for this agreement. Rate should be rounded to the second decimal point prior to calculating the Total.

Travel, transportation, and subsistence costs shall not exceed rates authorized to be paid to non-represented State employees under current California Department of Human Resources (CalHR) rules.

Attach additional Cost Proposal Worksheets in this format for Prime Contractor's costs for each additional Task (i.e. Tasks 1 through 3).

**Attachment 1**

Cost Breakdown for Task 1

Subcontractor 1: (Firm Name)

<b>Direct Labor Cost</b>			
Personnel (name and title)	Hours	Rate* (per hour)	Total (Hours x Rate)
Staff Name – Project Manager	_____ hrs. @	\$_____	\$_____
Staff Name – Clerical	_____ hrs. @	\$_____	\$_____
Staff Name – Title	_____ hrs. @	\$_____	\$_____
Staff Name – Title	_____ hrs. @	\$_____	\$_____
<b>Sub Total–Labor Cost</b>	_____ hrs.	<b>N/A</b>	<b>\$_____</b>

<b>Other Direct Costs (except labor)</b>	
Research	\$_____
Supplies	\$_____
Travel	\$_____
Other Direct Costs (itemize)	\$_____
<b>Sub Total–Other Direct Costs (except labor)</b>	<b>\$_____</b>

<b>Subcontractor 1 (Firm Name) Total Cost for Task 1</b>	<b>\$_____</b>
--	----------------

**Notes:**

Labor Rates shall include indirect costs (such as overhead, fringe, and any other items), fee/profit, and any other applicable costs to be charged to CAL FIRE for this agreement. Rate should be rounded to the second decimal point prior to calculating the Total.

Travel, transportation, and subsistence costs shall not exceed rates authorized to be paid to non-represented State employees under current California Department of Human Resources (CalHR) rules.

Attach additional Cost Proposal Worksheets in this format, as applicable, for each subcontractor's costs for each additional Task (i.e. Tasks 1 through 3).

**Attachment 2**

**Sample Key Personnel Hours Table**

The Key Personnel Hours Table must be submitted with Technical Proposal (Refer to RFP, **Section C) 3., Technical Proposal Requirements, Item A) 3., Personnel**).

1. Personnel: All Key Personnel of Prime Contractor and all Subcontractors assigned to the contract and listed in the Proposer's Technical Proposal must be identified by **name, title, and Firm Name** in the table below.
2. Proposer shall provide hours **assigned to key personnel (including key personnel of subcontractors) in format provided in the table below. Hours listed for key personnel on the table should be hours listed for key personnel in the Cost Proposal.** Providing other units of measure does not satisfy this requirement. Failure to provide hours assigned to key personnel (including key personnel of subcontractors) per task may be sufficient cause for rejection of proposal.
3. **Proposer may add/delete rows and columns as needed to the table below.**

Key Personnel	Task 1	Task 2	Task 3	Total
Personnel Name, Title, Firm Name	____ hrs.	____ hrs.	____ hrs.	____ hrs.
Personnel Name, Title, Firm Name	____ hrs.	____ hrs.	____ hrs.	____ hrs.
Personnel Name, Title, Firm Name	____ hrs.	____ hrs.	____ hrs.	____ hrs.
Personnel Name, Title, Firm Name	____ hrs.	____ hrs.	____ hrs.	____ hrs.
<b>Total</b>	____ hrs.	____ hrs.	____ hrs.	____ hrs.

**Attachment 3**

**Sample Reference Form**

**Each reference shall include the following information:**

Name of firm/organization (Prime Contractor) that provided services:

Client firm/organization name and address:

Contact

Name:

Title:

Email

Address:

Phone

Number:

Street

Address:

Brief description of the project, including services and deliverables:

Agreement term

(dates):

Agreement value/cost:

Highlights relevant and applicable to this RFP:

**Attachment 4**

**Proposal/Proposer Certification Sheet**

Only an individual who is authorized to bind the proposing firm contractually shall sign the **Proposal/Proposer Certification Sheet**. The signature must indicate the title or position that the individual holds in the firm. This Proposal/Proposer Certification Sheet must be signed and returned along with all "required attachments" as an entire package with **original signatures**. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

- A. Our all-inclusive proposal is submitted in a sealed envelope marked “**Cost Proposal–Do Not Open**”.
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.
- D. The signature and date affixed hereon certifies that this proposal is a firm offer for a 90-day period.

**An Unsigned Proposal/Proposer Certification Sheet May Be Cause for Rejection**

1. Company Name	2. Telephone (    )	2a. Fax Number (    )
3. Address		
E-mail Address:		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	
6. <input type="checkbox"/> Corporation	6a. <input type="checkbox"/> L.L.C. Limited Liability Corporation	
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN):	8. California Corporation No.:	
9. Indicate applicable license and/or certification information:		
10. Proposer’s Name (Print)	11. Title	
12. <b>Signature</b>	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business and DVBE Certification as:		
a. California Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number:  _____	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number:  _____	
<b>NOTE:</b> A copy of your Certification is required to be included if either of the above items is checked Date application was submitted to OSBCR, if an application is pending:		

**Attachment 4**

**Completion Instructions for Proposal/Proposer Certification Sheet**

Complete the numbered items on the Proposal/Proposer Certification Sheet by following the instructions below.

<b>Item Numbers</b>	<b>Instructions</b>
<b>1, 2, 2a, 3</b>	Must be completed. These items are self-explanatory.
<b>4</b>	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
<b>5</b>	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
<b>6</b>	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
<b>7</b>	Enter your federal employee tax identification number.
<b>8</b>	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
<b>9</b>	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
<b>10, 11, 12, 13</b>	Must be completed. These items are self-explanatory.
<b>14</b>	If certified as a California Small Business, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

## Attachment 5

### REQUIRED ATTACHMENT CHECKLIST

A complete proposal package will consist of the items identified below. Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. All attachments identified below are applicable to this RFP and must be returned, as instructed, or your proposal may be considered non-responsive. **Return this checklist with your Technical Proposal package.**

#### Technical Proposal and Attachments:

<u>Attachments</u>	<u>Attachment Name/Description</u>
_____	<b>Technical Proposal</b> as stated in this RFP. This shall be incorporated into the contract as <b>Attachment 2</b> .
_____	Contractor Certification Clauses (CCC 04/2017) The CCC 04/2017 must be downloaded at: <a href="#">CCC (04/20217) form</a> . Page one must be signed and submitted prior to the award of the Agreement.
_____	California Civil Rights Laws Certification. <a href="#">DGS CA Civil Rights Laws Attachment (ca.gov)</a>
_____	Darfur Contracting Act Certification ( <b>RFP Attachment 10</b> )
_____	Required Attachment Checklist
_____	Additional Requirements: <ol style="list-style-type: none"><li>1. The Proposer must either be an individual or firm currently licensed to do business in California and provide proof of such.</li><li>2. The Proposer must have a business license or incorporation papers for their respective State, showing that their company is in good standing in that State (if the Proposer's base of operation is located outside the State of California) and provide proof of such.</li><li>3. Demonstrate that at least one (1) member of its team is a current and valid California Registered Professional Forester and provide proof of such.</li><li>4. Provide a Statement of Qualifications demonstrating that the Principal committed to this project has a minimum of five (5) years' experience in planning and writing forest management plans.</li></ol>

### Attachment 5

A complete proposal package will consist of the items identified below. Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. All attachments identified below are applicable to this RFP and must be returned, as instructed, or your proposal may be considered non-responsive. **Return this checklist with your Cost Proposal package.**

#### Cost Proposal and Attachments:

<u>Attachments</u>	<u>Attachment Name/Description</u>
_____	Cost Proposal as stated in this RFP ( <b>RFP Attachment 9</b> )
_____	Bidder Declaration, GSPD-05-105. <a href="#">Bidder Declaration (ca.gov)</a>
_____	Disabled Veteran Business Enterprise Declarations, DGS PD 843 <a href="#">DGS PD 843 (Rev. 9/2019) (ca.gov)</a>
_____	Quotes from SB/DVBE Subcontractors ( <b>RFP Attachment 5</b> )
_____	Proposal/Proposer Certification Sheet ( <b>RFP Attachment 4</b> )
_____	Payee Data Record (STD 204) <a href="#">STD 204 - Payee Data Record (ca.gov)</a>
_____	Required Attachment Checklist ( <b>RFP Attachment 6</b> )

**Attachment 6**  
**Criteria for Evaluation of Consultant – Technical Proposal**

Technical Evaluation: (Contractor Name)	Weight	Consensus Rating (0-4)	Weighted Score	Comments
<b>Section 1. Introduction and Minimum Qualifications (20)</b>				
Introduction of Team	1			
Summary of proposal	1			
Demonstrate minimum qualifications listed in RFP Section B	3			
<b>Section 2. Project Management (60)</b>				
Designate Project Manager	3			
Explain how tasks will be managed and coordinated	10			
Provide organizational flow chart	2			
<b>Section 3. Personnel (60)</b>				
Introduce key personnel and proposed roles and responsibilities	10			
Provide a table indicating proposed hours by personnel and task	5			
<b>Section 4. Qualifications and Experience (60)</b>				
Document project team's qualifications and recent work	9			
Provide previous contracts or projects for similar work	3			
Provide 2-3 samples of relevant work experience for each task in the Scope of Work	3			
<b>Section 5. Work Plan and Work Schedule (120)</b>				
Provide a Work Plan and/or schedule for task completion	5			
Identify major tasks, subtasks, and/or specific milestones by which progress can be measured	10			

**Attachment 6**

**Criteria for Evaluation of Consultant – Technical Proposal**

<b>Technical Evaluation: (Contractor Name)</b>	<b>Weight</b>	<b>Consensus Rating (0-4)</b>	<b>Weighted Score</b>	<b>Comments</b>
Provide a description of techniques, approaches, and methods to be used in completing tasks	10			
Specify the estimated hours to accomplish each task	5			
<b>Section 6. Facilities and Resources (20)</b>				
Describe facilities, infrastructure, and resources available to team.	1			
Describe organizational flexibility to complete project on time	3			
Describe organizational strategy and tools	1			
<b>Section 7. References (20)</b>				
Provide 2-3 references	5			
<b>Section 8. Overall Quality of Technical Proposal (40)</b>				
Provided in logical layout, format, and flow	3			
Demonstrates high quality writing ability	3			
Approach to Scope of Work is logical and feasible	4			
<b>Total Possible Points</b>	<b>400</b>			

**Attachment 7**

**Criteria for Evaluation of Consultant – Virtual Oral Presentation**

Oral Presentation Evaluation: (Contractor Name)	Weight	Consensus Rating (0-4)	Weighted Score	Comments
<b>I. Experience and Expertise (100)</b>				
Key personnel demonstrate professional experience, knowledge, and expertise to perform tasks	10			
Competency in multi-use forest management, conservation, restoration, research, and recreation.	15			
<b>II. Approach to Scope of Work (200)</b>				
Approach is logical and feasible	15			
Identifies key milestones and how each will be achieved	15			
Demonstrates ability to respectfully work with indigenous tribes	10			
Demonstrates ability for impartial and effective meeting facilitation	10			
<b>III. Overall Quality of Oral Presentation (100)</b>				
Presentation is provided in logical layout, format, and flow	8			
Demonstrates ability to develop high quality presentations	9			
Information is clear, easily understandable, and supported by graphics when appropriate	8			
<b>Total Possible Points</b>	<b>400</b>			

**Passing Score: 200 Points**

**Attachment 8**

**Criteria for Evaluation of Consultant – Cost Proposal**

<b>Cost Proposal Evaluation:</b>	<b>Maximum Possible Score</b>	<b>Total Points Awarded</b>
<b>Cost Points Calculation</b>	<b>400</b>	

Lowest cost proposal will be awarded the maximum points. Other proposals will be awarded cost points based on the following calculation:

$$\text{Points for Other Proposer} = \frac{\text{Lowest Proposer's Cost} \times \text{Maximum Possible Points}}{\text{Other Proposer's Cost}}$$

<b>Total Possible (Cost Evaluation)</b>	<b>400 Points</b>
<b>Total Actual (Cost Evaluation)</b>	<b>xxx</b>
<b>Total Possible (Technical Evaluation)</b>	<b>400 Points</b>
<b>Total Actual (Technical Evaluation)</b>	<b>xxx</b>
<b>Total Possible (Virtual Oral Presentation)</b>	<b>400 Points</b>
<b>Total Actual (Virtual Oral Presentation)</b>	<b>xxx</b>
<b>Grand Total Possible (Cost + Technical + Oral)</b>	<b>1,200 Points</b>
<b>Grand Actual Total (Cost + Technical + Oral)</b>	<b>xxx</b>



STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY  
DEPARTMENT OF FORESTRY AND FIRE PROTECTION  
**DARFUR CONTRACTING ACT VENDOR CERTIFICATION**  
CAL FIRE-720 (REV. 08/21)

**DARFUR CONTRACTING ACT VENDOR CERTIFICATION**

Pursuant to Public Contract Code Section 10475-10481, if a bidder or proposer currently, or within the previous three years, has had business activities or other operations outside of the United States, it must certify that it is not a **“scrutinized company”** as defined in Public Contract Code Section 10476 (**see attached definition**).

Therefore, to be eligible to submit a bid or proposal, please complete the company/vendor information and one of the three following clauses (**NOTE: Clause #1 requires initials only; Clause #2 requires initials only; Clause #3 requires initials and a certification signature**):

DATE	FEDERAL ID NUMBER
PRINTED COMPANY / VENDOR NAME	
PRINTED NAME <u>AND</u> TITLE OF AUTHORIZED PERSON INITIALING AN OPTION BELOW	

**Complete ONLY ONE of the following:**

1. \_\_\_\_\_ We do not currently have, and have not had within the previous three (3) years, business activities or other operations outside of the United States.  
Initials only

**OR**

2. \_\_\_\_\_ We are a *scrutinized company* as defined in Public Contract Code Section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code Section 10477(b). **A copy of the written permission from DGS is included with our bid or proposal.**  
Initials only

**OR**

3. \_\_\_\_\_ We currently have, or we have had within the previous three (3) years, business activities or other operations outside of the United States, but we certify below that we are not a *scrutinized company* as defined in Public Contract Code Section 10476.  
Initials only  
**+  
certification  
below**

**CERTIFICATION for #3**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in #3. This certification is made under the laws of the State of California.

BY (AUTHORIZED SIGNATURE)	
PRINTED NAME <u>AND</u> TITLE OF AUTHORIZED PERSON SIGNING	
DATE EXECUTED	EXECUTED IN THE COUNTY AND STATE OF



STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY  
DEPARTMENT OF FORESTRY AND FIRE PROTECTION  
**DARFUR CONTRACTING ACT VENDOR CERTIFICATION**  
CAL FIRE-720 (REV. 08/21)

Page 2 of 2

**DEFINITION of SCRUTINIZED COMPANY**  
**PUBLIC CONTRACT CODE SECTION 10476**

**10476.** *As used in this article, the following definition applies:*

**"Scrutinized company"** means a company in Sudan that is involved in power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, but **excludes a company that can demonstrate any of the following:**

- (a) *Its business operations are conducted under contract directly and exclusively with the regional government of southern Sudan.*
- (b) *Its business operations are conducted under a license from the Office of Foreign Assets Control or are expressly exempted under federal law from the requirement to be conducted under such a license.*
- (c) *Its business operations consist of providing goods or services to marginalized populations of Sudan.*
- (d) *Its business operations exclusively consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization.*
- (e) *Its business operations consist of providing goods or services that are used only to promote health or education.*
- (f) *Its business operations with the Government of Sudan will be voluntarily suspended for the entire duration of the contract for goods or services for which they have bid on, or submitted a proposal for, a contract with a state agency.*
- (g) *It has adopted, publicized, and is implementing a formal plan to cease business operations within one year and to refrain from conducting any new business operations.*

**Attachment 10**

**Note to Bidders:** The following pages represent a sample of the Agreement that will be awarded, if any, from this **RFP**. Please review it carefully and present any questions in writing to the contact identified for this **RFP**.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>8CA06779</b>	PURCHASING AUTHORITY NUMBER (If Applicable)
-------------------------------------	---

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME  
California Department of Forestry and Fire Protection (CAL FIRE)

CONTRACTOR NAME  
TBD

2. The term of this Agreement is:

START DATE  
July 1, 2024 (estimated), or upon approval by the California Department of General Services (DGS)

THROUGH END DATE  
June 30, 2027 (estimated)

3. The maximum amount of this Agreement is:

TBD

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions (04/2017)	-
+ - Exhibit D	Special Terms and Conditions	3
+ - Exhibit E	Additional Provisions	3
+ - Exhibit F	Camp Access	2
+ - Attachment 1	Cost Proposal (to be attached upon award)	1
+ - Attachment 2	Technical Proposal (to be attached upon award)	1
+ - Attachment 3	Bidder Declaration (GSPD-05-105) (to be attached upon award)	1

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)  
TBD

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
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PRINTED NAME OF PERSON SIGNING	TITLE
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CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 8CA06779	PURCHASING AUTHORITY NUMBER (If Applicable)
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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Forestry and Fire Protection (CAL FIRE)

CONTRACTING AGENCY ADDRESS

P.O. Box 944246

CITY

Sacramento

STATE

CA

ZIP

94244

PRINTED NAME OF PERSON SIGNING

XXXXX

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**EXHIBIT A  
 (Scope of Work)**

**SCOPE OF WORK**

1. Contractor agrees to provide to the California Department of Forestry and Fire Protection (CAL FIRE) Consulting Services, as described herein:

Contractor shall provide all materials, labor, equipment, tools, permits, taxes, transportation, and fees to manage public review of the Jackson Demonstration State Forest (JDSF) Management Plan and guide the development of a revised/new Forest Management Plan for the next ten (10) year period.

2. The Agreement may be amended to increase services at the rate(s) specified in **Attachment 1, Rate Sheet**.
3. Subcontracting is permitted under this Agreement if subcontractors are included on the **Bidder Declaration (GSPD-05-105), Attachment 3**.
4. The services shall be performed primarily at the Contractor’s office(s). However, services may also be performed during site visits throughout Mendocino County, at the Board of Forestry and Fire Protection’s offices in Sacramento, California, and elsewhere throughout the State.
5. Any reference to CAL FIRE Project Representative shall also include their designee.
7. This Agreement commence on **July 1, 2024 (estimated)** or upon approval by the California Department of General Services (DGS), whichever is later, and no work shall begin before that time. This Agreement is of no effect unless approved by DGS. Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by CAL FIRE Project Representative. This Agreement will expire on **June 30, 2027 (estimated)** The services shall be provided primarily during normal working hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., except State holidays. Evening or weekend hours may be required for public meeting. Meeting times outside normal working hours will be determined by agreement between CAL FIRE and Contractor The parties may amend this Agreement as permitted by law.
6. The Project Representatives during the term of this agreement will be:

California Department of Forestry and Fire Protection (CAL FIRE)	Contractor: TBD
Name:	Project Representative:
Address: (Street Address, City State, Zip Code)	Address: (Street Address, City State, Zip Code)
Phone:	Phone:
Email:	Email:

**7. Project Purpose and Background**

**A. Project Purpose**

CAL FIRE seeks an experienced and qualified consulting firm to manage public review of the JDSF Management Plan and guide the development of a revised/new Forest Management Plan for the next ten (10) year period. Services to be provided under this Agreement include technical support services, preparation of a Forest Management Plan, and support during Board of Forestry and Fire Protection (the Board) and Jackson Advisory Group (JAG) Forest Management Plan review meetings.

**B. Project Background**

- 1) CAL FIRE operates 14 Demonstration State Forests totaling approximately 85,000 acres. Jackson Demonstration State Forest (JDSF), a 48,652-acre redwood/Douglas-fir Forest located in Mendocino County between Fort Bragg and Willits, is the largest. The forests provide research and demonstration opportunities for natural resource management, while providing public recreation opportunities, fish and wildlife habitat, and watershed protection.
- 2) CAL FIRE manages the forest according to policy and management plans approved by the Board. CAL FIRE also receives ongoing advice regarding implementation of the Forest Management Plan by JAG, a ten (10) member public committee that meets four (4) to six (6) times per year pursuant to the Bagley-Keene Open Meeting Act (Government Code (GOV) §11120 – 11132).

**EXHIBIT A**  
**(Scope of Work)**

- 3) The Forest Management Plan synthesizes the knowledge of current resource conditions on JDSF, articulates the desired future structure of the Forest, provides guidance on developing that future condition, and establishes abundant opportunities for future research and demonstration activities. It guides forest management in a number of key areas, including research and demonstration, sustainable forestry operations, monitoring and research, road management, recreational opportunities, and protection and restoration of wildlife habitat.
- 4) The current Forest Management Plan was last reviewed and approved by the Board in 2016 and valid for a ten (10) year period. On May 2, 2022, CAL FIRE and the Board requested this review be accelerated. On August 19, 2022, the California Natural Resource Agency and CAL FIRE provided a new, updated vision for management of JDSF (New Vision) to guide review and revision of the Forest Management Plan. This New Vision was developed with significant input from Tribal Leaders, redwood conservation biologists, and public stakeholders. The primary objectives of JDSF are sustainable forest management, including accelerated forest restoration; research and demonstration; public recreation; and Tribal access and co-management.
- 5) Statutes, Regulations, and Policies that govern the management of JDSF include:
  - a) Public Resources Code (PRC) §4631 et seq
  - b) Title 14, California Code of Regulations §1400 et seq
  - c) Board of Forestry Policy 0350 et seq
- 6) Significant documents that guide the management of JDSF include the following:
  - a) January 15, 2011 [JAG report](#): "A Vision for the Future: the report of the JDSF Advisory Group"
  - b) 2016 JDSF [Forest Management Plan](#)
  - c) 2016 Maximum Sustainable Production [Option A](#)
  - d) New, [updated vision](#) for management of JDSF (8/19/2022)
  - e) JAG [Tribal Relations Subgroup](#) Management Plan Review and Recommendations (4/29/2022)
- 7) Significant statewide policies and documents include the following:
  - a) [Statement of Administration Policy](#): Native American Ancestral Lands (2020)
  - b) Executive Order [N-15-19](#) (2019)
  - c) Executive Order [B-10-11](#) (2011)
  - d) [California's Natural and Working Lands Climate Smart Strategy](#) (2022)
  - e) [Pathways to 30 x 30](#): Accelerating Conservation of California's Nature (2022)
  - f) California's Wildfire and Forest Resilience [Action Plan](#) (2021)
  - g) [Outdoors for All Strategy](#) (2023)
  - h) [California Forest Carbon Plan](#) (2018)

**8. Detailed Scope of Work**

The project scope is to manage public review of the Forest Management Plan and the development of a revised/new Forest Management Plan that will guide management of JDSF for the next ten (10) year period. Contractor shall provide the following required services:

**A. Task One (1): Technical Support Services**

- 1) Compiling and reviewing existing data, information, and goals including the significant documents and statewide policies listed above and other relevant assessments available at JDSF.
- 2) Preparing exhibits for, and making presentations at, 15 public meetings organized by the consultant with an impartial meeting facilitator to solicit community and stakeholder input regarding the management of forest

**EXHIBIT A**  
**(Scope of Work)**

resources. Meetings will be held in the Fort Bragg, Ukiah/Willits, and Sacramento areas and include opportunities for remote participation. A subset of the meetings will be focused on individual resources (e.g., wildlife, carbon, or other topics) or individual activities (e.g. sustainable forestry, research, etc.). At least five (5) of these meetings will occur after a Draft Forest Management Plan has been released. Expenses for meetings will be covered by Contractor. Contractor will capture public comments and summarize the discussion of each meeting. The State's Project Manager will provide direction as to subject matter expert to invite to each meeting as required. Contractor shall submit a list of potential meeting venues to the State Representative, for selection and approval before the meeting is scheduled.

- 3) Facilitating six (6) meetings at local tribal administrative offices to solicit input from local tribes on tribal trust resources, opportunities for co-management, and effective consultation. Meetings will be held in the Fort Bragg, Ukiah, Willits, Covelo, Laytonville, or surrounding areas. At least three (3) of these meetings will occur after a Draft Forest Management Plan has been released. Expenses for meetings will be covered by Contractor. Contractor will capture tribal comments and summarize the discussion of each meeting.
- 4) Regular coordination and communication with CAL FIRE during the Management Plan Review process.

**B. Task Two (2): Forest Management Plan Review and Development**

- 1) Review existing Forest Management Plan with CAL FIRE, JAG, and public. Identify subject areas with consensus for carrying forward or removing, and subject areas requiring further discussion and development.
- 2) Provide recommendations on a simplified and streamlined structure to make the revised Management Plan easier to read and understand by the public, the JAG, and Forest Managers.
- 3) Develop an easily accessible, understandable, and revisable Forest Management Plan which describes the long-term goals, objectives, and desired future conditions related to the management of forest resources within JDSF and presents a general "road map" for achieving such goals and objectives by identifying, discussing and/or addressing all the following issues:
  - a) How silviculture; fire risk reduction; wildlife habitat restoration; aesthetics; carbon sequestration, storage, durability, and resilience; and adaptive management techniques may be utilized.
  - b) How proposed forest management goals and objectives may be integrated with other management goals such as research, tribal cultural uses, public access, and recreation.
  - c) How the proposed management approach is consistent with the significant documents and statewide policies listed above.
  - d) How proposed forest management may minimize impacts relevant to climate change, greenhouse gasses, and climate resilience.
- 4) A Draft Forest Management Plan will be developed within one (1) year and made available for public comment. A Final Draft Forest Management Plan will be produced for submittal to the Board within six (6) months of release of the Draft Forest Management Plan.
- 5) Respond to public comments submitted orally or in writing during Forest Management Plan development. This will be done once for the Draft Forest Management Plan and once for the Final Draft Forest Management Plan. Comments may be aggregated by topic for response.
- 6) The Draft Forest Management Plan will be provided to the Science Advisory Committee of the Forest and Wildfire Resilience Task Force for scientific review. The purpose of this review is to provide quality control, ensure scientific discussions are comprehensive and inclusive, and that conclusions are supported by cited articles. Respond to incorporate comments from this review into the Final Draft Forest Management Plan.
- 7) The Board is the responsible entity for approving Forest Management Plans (PRC §4645). The Board has provided guidance to CAL FIRE that the Forest Management Plan should be informational and provide guidance for actions which have not yet been approved, adopted, or funded (14 CCR §1153). Contractor will use the California Environmental Quality Act (CEQA) guidance thresholds during plan design to evaluate if the Final Draft Forest Management Plan fits under Board regulations.

**EXHIBIT A**  
**(Scope of Work)**

**C. Task Three (3): Support for JAG and Board Meetings**

- 1) Regularly attend all scheduled JAG meetings or provide written progress reports on the Management Plan review process. Participation in a special JAG meeting focused on Management Plan review will satisfy one of the public meetings required in **Task 1, Item 2**, above. The JAG currently meets four (4) to six (6) times per year in either the Fort Bragg or Willits area. It is estimated this will require attendance at up to eight (8) JAG meetings for between one (1) to four (4) hours each. Participation may be remote if Management Plan is not on the meeting agenda.
- 2) Attend all Board Management Plan review meetings. Develop presentations and written material to facilitate the Board's review of the Management Plan including a summary of the public processes and significant changes, if any, between the current Management Plan and proposed revised Management Plan. It is estimated this will require attendance at up to four (4) Management Committee meetings, and one (1) full Board meeting. At least one (1) meeting is expected to occur in the Fort Bragg/Ukiah area and will be a three (3) day meeting including a Management Committee meeting, full day field trip to JDSF, and full Board Meeting. All other meetings are expected to occur in Sacramento.
- 3) Provide a Final Forest Management Plan incorporating changes, if any, provided by the Board.

**D. Performance Period**

- 1) The anticipated duration of this project if awarded is 24 months from written notice to proceed. Twelve (12) months for the Draft Forest Management Plan, six (6) months for the Final Forest Management Plan, and up to six (6) months for the Board review and approval.
- 2) Performance shall start no later than 30 days after approvals have been obtained and contract is fully executed.

**E. Deliverables**

- 1) Administrative Meetings: The Contractor's Project Manager will meet in-person at JDSF with CAL FIRE Representatives no fewer than five (5) times including the project kick-off meeting and final meeting. Additionally, the Contractor's Project Manager will provide project status reports approximately every four (4) weeks during the duration of the contract. The status report meetings will be scheduled in advance, and may be conducted in person, by teleconference, or telephone. Outside these meetings routine communication may be conducted by e-mail, mail, and telephone.
- 2) Public Meetings  

During the course of the project, Contractor will conduct at least 15 facilitated, pre-scheduled public meetings. Expenses for meetings will be covered by Contractor. Contractor will capture public comments and summarize the discussion of each meeting. CAL FIRE's Project Manager will provide direction as to subject matter expert to invite to each meeting as required. Contractor shall submit a list of potential meeting venues to the State Representative, for selection and approval before the meeting is scheduled.
- 3) Tribal Meetings  

During the course of the project, Contractor will conduct at least six (6) facilitated, pre-scheduled tribal meetings. Expenses for meetings will be covered by Contractor. Contractor will capture tribal comments and summarize the discussion of each meeting. CAL FIRE's Project Manager will provide direction as to subject matter expert to invite to each meeting as required. Meetings are scheduled to occur at tribal administrative facilities by invitation of the tribes.
- 4) A Draft Forest Management Plan will be prepared within 12 months for public review and scientific review by the Science Advisory Committee of the Forest and Wildfire Resilience Task Force. This will be provided as both an editable and non-editable electronic document on software agreed upon by Contractor and CAL FIRE (e.g., Microsoft Word (editable) and Adobe PDF (non-editable)).

**EXHIBIT A**  
**(Scope of Work)**

- 5) A Final Draft Forest Management Plan will be prepared within six (6) months of release of the Draft Forest Management Plan.
- 6) A Final Forest Management Plan will be prepared within six (6) months (estimated) of submittal of the Final Draft Forest Management Plan to the Board.
- 7) Response to public comments submitted orally or in writing during Forest Management Plan development. This will be done once for the Draft Forest Management Plan and once for the Final Draft Forest Management Plan. Comments may be aggregated by topic for response.

**EXHIBIT B**  
**(Budget Detail and Payment Provisions)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily completed in accordance with the terms and conditions stated herein, and upon receipt and approval of the invoice(s), the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates attached hereto as **Attachment 1, Rate Sheet** and made a part of this Agreement.
- B. Contractor shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to CAL FIRE for cost incurred pursuant to the agreement.
- C. Each Invoice shall include:
  - 1) The agreement number: **8CA06779**.
  - 2) The dates or time-period which the invoiced costs were incurred.
  - 3) Description of service, quantity, rate, and total for the current invoice.
  - 4) Certified Small Business or DVBE #, if applicable.
- D. Invoice(s) shall be submitted to:

California Department of Forestry and Fire Protection  
Attention: **TBD**  
Street Address/P.O. Box  
City, State, Zip  
Phone Number  
Email

- E. Contractor shall submit a copy of the Prime Contractor's [DVBE Subcontracting Report form \(STD 817\)](#) for verification by CAL FIRE Project Representative with each invoice submitted at Fiscal Year End (June 30<sup>th</sup>) and with final invoice.
- F. Contractor agrees to certify on Prime Contractor's Certification DVBE Subcontractor Report, **Form STD 817**, that DVBE subcontractor participation under this Agreement is in compliance with the goals specified at the time of award of contract or with any subsequent amendment. If for this Contract the Contractor made a commitment to achieve the DVBE participation goal, CAL FIRE will withhold ten thousand dollars (**\$10,000.00**) from the final payment, or the full final payment if less than ten thousand dollars (**\$10,000.00**), until Contractor complies with the certification requirements of Military and Veterans Code (MVC) §999.5. A contractor that fails to comply with the certification requirement shall, after notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least fifteen (15) calendar days but not more than thirty (30) calendar days from the date of notice, the Prime Contractor refuses to comply with the certification requirements, CAL FIRE shall permanently deduct ten thousand dollars (**\$10,000.00**) from the final payment, or the full payment if less than ten thousand dollars (**\$10,000.00**). Contractor shall provide proof of payment for the work performed by the DVBE subcontractor(s) upon CAL FIRE's request.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

- A. Payment will be made in accordance with, and within the time specified in, GOV Chapter 4.5, commencing with §927. In the event of an emergency, as defined in §927.11, late payment penalties may not apply. Specific to

**EXHIBIT B**  
**(Budget Detail and Payment Provisions)**

CAL FIRE, if an invoice from a business under contract with CAL FIRE becomes subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend thirty (30) calendar days beyond the initial forty-five (45) day period, except in the case of a contract with a certified SB, a certified DVBE, a non-profit organization, or a non-profit public benefit corporation.

- B. Pursuant to Public Contract Code (PCC) §10262, Contractor shall pay its Subcontractor(s) within seven (7) calendar days from receipt of each payment made to Contractor by CAL FIRE.
- C. Failure of Contractor adhering to PCC §10262 may result in termination of this Agreement per PCC §10253 and disciplinary action by the Contractors State License Board may be implemented.
- D. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

**4. Cost Limitation**

- A. Total amount of this Agreement shall not exceed **\$750,000.00**.
- B. It is understood and agreed that this total is an estimate, and that CAL FIRE will pay only for those services actually rendered as authorized by CAL FIRE Project Representative up to the total amount set forth in **Section 4. A.**, above.

**5. Costs Included in Bid Rates**

The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments including sales and use taxes required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.

**EXHIBIT D**  
**(Special Terms and Conditions)**

**SPECIAL TERMS AND CONDITIONS**

**1. Excise Tax**

The State of California is exempt from Federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

**2. Settlement of Disputes**

A. In the event of a dispute, within ten (10) days of discovery of the problem, Contractor shall file a "Notice of Dispute" with:

California Department of Forestry and Fire Protection  
Attention: CAL FIRE Project Representative  
P.O. Box 944246  
Sacramento, CA 94244-2460

B. Within ten (10) days of CAL FIRE receiving Contractor's notice, the Contracts Representative or designee shall advise Contractor of the findings and recommend a method to resolve the dispute. Decision of the Contracts Representative or designee shall be final.

C. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

**3. Right to Terminate**

A. Termination for Cause

The Agreement can be immediately terminated for cause (refer to **GTC, Exhibit C, Item 7. Termination for Cause: [Standard Contract Language \(ca.gov\)](http://Standard Contract Language (ca.gov))**).

B. Termination without Cause

The State reserves the right to terminate this Agreement subject to thirty (30) days written notice to the Contractor. Contractor may submit a written request to terminate this Agreement only if the State should substantially fail to perform its responsibilities as provided herein.

**4. Retention of Records/Audits**

A. Contractor agrees that the awarding department, the DGS, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement (GOV §8546.7, PCC §10115 et seq., 2 CCR §1896). Contractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC §10115.10.

B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

**5. Subcontractors**

A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between CAL FIRE and any Subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to CAL FIRE for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its Subcontractors is an independent obligation from CAL FIRE obligation to make payments to Contractor.

**EXHIBIT D  
(Special Terms and Conditions)**

- B. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted, except for Subcontractors listed on **the Bidder Declaration (GSPD-05-105), Attachment 3.**
- C. Any substitution of Subcontractors shall comply with the requirements of PCC §4100 et seq. and must be approved in writing by CAL FIRE Project Representative in advance of assigning work to a substitute Subcontractor.

**6. DVBE Participation (Without Goals)**

CAL FIRE has established no goals for the DVBE participation for this Agreement. However, Contractor shall be fully informed respecting PCC §10115 et seq., which is incorporated by reference. Contractor is urged to obtain DVBE Subcontractor participation should clearly defined portions of the work become available.

**7. Equipment Indemnification**

- A. Contractor shall indemnify CAL FIRE for any claims against CAL FIRE for loss or damage to Contractor's property or equipment during its use under this Agreement and shall, at Contractor's own expense, maintain such fire, theft, liability, or other insurance as deemed necessary for this protection. Contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this Agreement or by operations of Contractor or Contractor's employees under this Agreement.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

**8. Evaluation of Contractor**

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4) and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the DGS, Office of Legal Services, if it is negative and over **\$5,000.00.**

**9. Agency Liability**

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**10. Force Majeure**

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failures of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

**11. Employment of Undocumented Workers**

By signing this Agreement, Contractor swears or affirms that it has not, in the preceding five (5) years, been convicted of violating a State or Federal law relative to the employment of undocumented workers.

**12. Contractor Name Change**

Contractor shall provide a written notice to the State at least thirty (30) days prior to any changes to the Contractor's current legal name.

**13. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards**

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental

**EXHIBIT D  
(Special Terms and Conditions)**

health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind, or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless CAL FIRE, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of CAL FIRE, the State of California, and/or any of their officers, agents and/or employees.

**14. Mandatory Organic Waste Recycling**

It is understood and agreed that pursuant to PRC §42649.8 et seq., if Contractor generates four (4) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from CAL FIRE.

**15. Health and Safety**

- A. Contractor and all subcontractors shall abide by all health and safety mandates issued by Federal, State, and local governments and/or public health officers as well as those issued by CAL FIRE, and worksite specific mandates. If multiple mandates exist, the Contractor and subcontractors shall abide by the most restrictive mandate. The term "employee", "worker", "state worker" or "state employee" in health and safety mandates includes contractor and subcontractor personnel.
- B. Costs associated with adhering to health and safety mandates are the responsibility of the Contractor. Contractor is responsible for the tracking and compliance of health and safety mandates and may be audited upon request.

**16. Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**EXHIBIT E**  
**(Additional Provisions)**

**ADDITIONAL PROVISIONS**

**1. Insurance Requirements**

**A. General Provisions Applying to All Policies**

1) Deductible and Premiums

- a) Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- b) The Department will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.

2) Coverage Term and Policy Cancellation or Termination

- a) Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by CAL FIRE project representative at least ten (10) days prior to the expiration of the insurance. Any new insurance must continue to comply with the original terms of this Agreement.
- b) Contractor shall provide, to CAL FIRE project representative within five (5) business days, following receipt by Contractor, a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Contractor fails to keep, in effect at all times, the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.

3) Primary Clause

Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.

4) Endorsements

Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

5) The Department will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.

6) Insurance Carrier Required Rating

All insurance companies must carry a rating acceptable to the DGS, Office of Risk and Insurance Management (ORIM) (<https://www.dgs.ca.gov/ORIM>). If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

7) When Contractor submits a signed contract to the State, Contractor shall furnish to the State a certificate of insurance stating that all required insurance is in effect for the Contractor.

**B. General and Commercial Liability Insurance**

1) Contractor shall provide Commercial General Liability Insurance of not less than **\$1,000,000.00** per occurrence for bodily injury and property damage liability combined in effect for the Contractor.

2) 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 Contractor's limit of liability.

3) The certificate of insurance will include the following provision in its entirety:

**That the State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this contract are concerned.**

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

**EXHIBIT E**  
**(Additional Provisions)**

5) This endorsement must be supplied under form acceptable to the DGS-ORIM.

C. Worker's Compensation Insurance

Contractor shall provide Worker's Compensation Insurance with Waiver of Subrogation in favor of the State of California. Employer's liability shall be not less than **\$1,000,000.00**. The following clause should be included: "Waiver of Subrogation in favor of the State of California or in favor of CAL FIRE:"

By signing this Agreement, the Contractor hereby warrants that it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this Agreement. If Staff provided by the Contractor is defined as independent contractors, this clause does not apply.

D. Commercial Automobile Insurance on Owned, Hired, and Non-Owned Vehicles

Contractor shall provide Commercial Automobile Insurance on Owned, Hired, and Non-Owned Vehicles of not less than **\$1,000,000.00** policy. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

E. Available Coverages/Limits

In the event the insurance coverages obtained by Contractor is broader in scope than, and/or the limits are higher than, those required under the contract, all such broader coverage and/or higher limits available to Contractor shall also be available and applicable to the State.

**2. Regulations**

- A. Contractor shall observe and comply with all federal, state, city, and county laws, rules or regulations affecting the work. Any work done that does not comply with any laws, rules, or regulations will be remedied at the Contractor's expense.
- B. Contractor shall cooperate with the CAL FIRE authorities and shall observe and comply with all regulations presently in force on CAL FIRE grounds.

**3. Americans with Disabilities Act**

By signing this Contract, Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 USC §12101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

**4. License and Permits**

- A. Contractor shall have at least one (1) member of its team with a current and valid California Registered Professional Forester certification issued by the California Board of Forestry and Fire Protection ([RPF/CRM Registration and Renewal \(ca.gov\)](https://www.cfbffp.ca.gov/)).
- B. The Contractor shall be an individual or firm currently licensed to do business in California and shall obtain at their expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this contract. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.
- C. If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the CAL FIRE Contracts Unit a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that state.
- D. If Contractor is a California or foreign corporation, Contractor must be registered and active/in good standing with the California Secretary of State.
- E. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide CAL FIRE Project Representative a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event Contractor fails to keep in effect at all times all required

**EXHIBIT E**  
**(Additional Provisions)**

license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

**5. Tax Delinquencies Contract Ban**

Public Contract Code §10295.4 provides that a state agency shall not enter into any contract for goods or services with a contractor whose name appears on either list of the 500 largest tax delinquencies pursuant to §7063 or 19195 of the Revenue and Taxation Code. This prohibition applies to contracts executed on or after July 1, 2012. The Franchise Tax Board (FTB) and Board of Equalization (BOE) will post and periodically update lists of the 500 largest tax delinquencies on their websites as required by law. Starting July 1, 2012, prior to executing contracts, state agencies must check the FTB and BOE lists to ensure the proposed awardee/vendor is not on either list.

**6. Debarment and Suspension Certification**

- A. Contractor's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that Contractor or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
- 1) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
  - 2) has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three (3) years;
  - 3) does not have a proposed debarment pending; and
  - 4) has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to CAL FIRE. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining bidder responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

**7. Small Business or Disabled Veteran Business Enterprise Certification**

Contractor and/or Subcontractor(s) shall maintain its status as a DGS certified SB/MB or DVBE, as applicable, throughout the term of this Agreement.

**EXHIBIT F  
(Camp Access)**

**CAMP ACCESS INSTRUCTIONS**

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR) or the California Department of Forestry and Fire Protection (CAL FIRE), but who are working in and around inmates who are incarcerated within California's camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates.

By signing this contract, the Contractor agrees that if the provisions of the contract require the Contractor to enter a camp, the Contractor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates:

1. Contractor, contractor's employee(s) and/or subcontractor(s) shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
2. Contractor and contractor's employee(s), and/or subcontractor(s) must complete and submit a Camp Access Clearance Form prior to providing services. This form must be completed for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. Information may be submitted to the Contract Manager or their designee. Form may be subject to a CDCR California Law Enforcement Telecommunications System (CLETS) check. This check will include Department of Motor Vehicles, Wants and Warrants, and Criminal History checks.
3. All persons entering the facility must have a valid state driver's license or photo identification card on their person.
4. All persons entering into a camp consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.
5. It is illegal for an individual who has been previously convicted of a felony offense to enter into camps without the prior approval of the Warden. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.
6. Encouraging and/or assisting prison inmates to escape are a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on camp premises. It is illegal to give prison inmates firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana.
7. It is also illegal to give or take letters from inmates without the authorization of the Warden. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates.
8. In an emergency situation the visiting program and other program activities may be suspended.
9. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, visitors, and employees shall be made aware of this.
10. For security reasons, while on camp grounds, Contractor, contractor's employee(s) and/or subcontractor(s) shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the camp. Visitors must not wear clothing that in any way resembles state issued prison inmate clothing. Specifically orange, red, yellow, white, chartreuse jumpsuits, and/or yellow rainwear shall not be worn onto camp grounds, as this is inmate attire.
11. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the contractor, contractor's employee(s) and/or subcontractor(s) shall enter the camp through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
12. Gate clearance may be denied for the following reasons: Individual's presence in the camp presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified their identity.

**EXHIBIT F  
(Camp Access)**

**CAMP ACCESS CLEARANCE FORM**

The following information is required of all contractor employees who will be on the property of a CDCR/CAL FIRE Conservation Camp. All applications will be processed for approval.

<b>Name of Company</b>	
<b>Employee</b>	
<b>Date of Birth</b>	
<b>Birth Location &amp; State</b>	
<b>Employee Driver's License</b>	
<b>Social Security Number</b>	
<b>Signature</b>	
<b>Date</b>	

**Attachment 1  
(Cost Proposal)**

To be attached upon award.

**Attachment 2  
(Technical Proposal)**

To be attached upon award.

**Attachment 3**  
**(Bidder Declaration (GSPD-05-105))**

To be attached upon award.