

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

P. O. Box 944246  
SACRAMENTO, CA 94244-2460  
Website: [www.fire.ca.gov](http://www.fire.ca.gov)  
(916) 653-7772



**REQUEST FOR PROPOSAL- Secondary  
Notice to Prospective Proposers**

November 30, 2007

You are invited to review and respond to this Request for Proposal (RFP), entitled \$FP 8CA00010 Scientific Literature Review. In submitting your proposal, you must comply with these instructions.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site [www.ols.dgs.ca.gov/standard+language](http://www.ols.dgs.ca.gov/standard+language). If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the Department of Forestry and Fire Protection (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:

Elizabeth Garcia  
P.O. Box 944246  
Sacramento, CA 94244-2460  
(916) 323-3827

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

Elizabeth Garcia  
Associate Governmental Program Analyst

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## **A) Purpose and Description of Services**

The purpose of this Request For Proposal (RFP 8CA00010) is to provide an independent review of relevant scientific literature concerning riparian exchange functions and to prepare and present a synthesis of this information to the California Department of Forestry and Fire Protection, Board of Forestry, herein referred to as "Board".

The Board has statutory responsibility for a comprehensive set of Forest Practice Rules that govern the planning and conduct of timber operations on private and State-owned timberlands in the State. Specific provisions of the rules, the rules for Protection and Restoration in Watersheds with Threatened or Impaired Values (termed the Threatened or Impaired, or T/I rules, under 14 CCR §§ 916.9, 936.9, and 956.9) are intended to provide protection for anadromous salmonids. The T/I rules have been adopted on an interim basis and are currently scheduled to expire at the end of December, 2008.

Concurrently, as a consequence of the listing of the Coho salmon as a threatened species under the California Endangered Species Act, the California Department of Fish Game in conjunction with the California Department of Forestry and Fire Protection, landowners and scientific experts, has been directed by the Fish and Game Commission to monitor and review existing timber harvesting regulations for the protection of Coho salmon. This situation warrants consideration by the Board of the T/I rules.

The Board also has statutory requirements for review of its regulations. Public Resource Code 4553 requires the Board to continuously review and revise regulations to ensure regulatory effectiveness.

A detailed list of functions is attached as Exhibit A.

A proposer may submit a proposal for any single function or any combinations of functions.

Therefore, the state may elect to issue multiple awards.

### **Problem Statement**

Currently, the State does not have the level of scientific expertise to review the relevant data and requires a contractor to provide this level of expertise to enable the Board to make their decisions.

### **Description of Services**

Contractor to provide independent non-partisan review of scientific literature as listed in Exhibit G. The State recognizes that this list may not be complete and allows the contractor to add up to 10% additional literature, as they may deem appropriate to provide the most complete report possible. Contractor to review the literature, work with the Technical Advisory Committee, answer all questions stated with the literature, and prepare and present a final report to the Board. The review is expected to be completed no later than April 30, 2008 with the presentation to the Board expected to be between May 1-15, 2008.

The Board has appointed a Technical Advisory Committee (TAC) on Riparian Forests to serve as scientific advisors during the literature review and its presentation to the Board. The TAC's primary charge is to organize a literature review of pertinent scientific literature on which to base discussions of riparian forest management rules necessary to protect endangered and threatened species.

There are many widely understood and non-controversial points of understanding that represent the state of knowledge of riparian forest management. The TAC has developed a set of "Primers" for

each riparian function that provide a summary of the general status of knowledge of transfers between the biotic and abiotic factors within streams and their adjacent forests. These Primers are intended to set forth the generally agreed upon scientific understanding of forest management effects on the Riparian Exchange Functions. With the primers accepted as the basis for understanding, the literature review by the Contractor can focus on elements of these topics that are less well studied, explore unresolved questions or management relationships, and present on information that pertains specifically to California forests, streams, and biota. The primers are located in Exhibit G.

The Proposers (here in including Proposer, Proposer's employee, or any subcontractors) are intended to be highly qualified and experienced professional scientists with Doctorate degrees, or equivalent experience, in the fields of watershed sciences, geology, anadromous fish biology, stream ecology or related physical science fields. Typical desired qualifications of the Proposers include employment as 1) a professor at a university, 2) an independent professional consultant, or 3) a consultant employed by a professional firm with forest riparian function expertise. Proposers should have backgrounds that include multiyear of field experiences, published peer reviewed scientific studies in the above fields, and have previous literature review experience. Professional firms employing such individuals are also eligible Proposers.

A detailed scope of work is attached as Exhibit A.

## **B) Minimum Qualifications for Proposers**

1. Provide a copy of your current business license or driver's license.
2. Provide a copy of general or commercial liability insurance and automobile insurance.

## **C) Proposal Requirements and Information**

### **1) Key Action Dates**

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.

<u>Event</u>	<u>Date</u>	<u>Time*</u>
RFP available to prospective proposers	Dec 3, 2007	10:00 AM
Final Date for Proposal Submission	Dec 20, 2007	2:00 PM
Proposal Evaluation Process	Jan 2-10, 2008	
Notice of Intent to Award	Jan 14, 2008	3:00 PM
Proposal Award Date	Jan 23, 2008	3:00 PM
Estimated Contract Effective Date	February 15, 2008	

### **2) Work Plan and Work Schedule Requirements**

The proposer shall develop a work plan or schedule for task completion. Identify each major task, necessary subtask, and/or specific milestones by which progress can be measured and payments made.

The specific tasks are identified in Exhibit A, Attachment 1, Detailed Scope of Work. All Tasks (except Task 4.3) are expected to be completed no later than May 15, 2008. Proposer to provide a schedule of completion for each task, and identify the specific riparian function.

a) Project Personnel

Proposer to provide a list all personnel who will be working on the project and their titles.

b) Facilities and Resources

If services will not be performed at proposer's place of business, explain where the services will be provided.

**3) Cost Detail Format and Requirements**

The proposed work should be broken down into each riparian function as stated In Exhibit A. The State will only pay for hours actually worked at the rates submitted in the "Cost Proposal" (Attachment 3) and for actual expenses incurred, even if the amount of the charges is less than the total proposal amount.

The amount to be paid to the Contractor under the awarded Agreement includes all costs such as: direct labor and operating overhead; out of pocket expenses for travel and subsistence; subcontracting services; and all taxes, fees, bonds and insurance. The Contractor shall not receive additional compensation for reimbursement of such costs and shall not decrease work to compensate therefore.

**4) 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 will be sufficient cause for rejection of a proposal.
- b) The proposal package should be prepared in the least expensive method.
- c) All proposals must be submitted under **sealed** cover and sent to Department of Forestry and Fire Protection by dates and times shown in Section C, Proposal Requirements and Information, Item 1) Key Action Dates. Proposals received after this date and time will not be considered.
- d) A minimum of 4 paper copies and 1 CD as a Word document of the proposal must be submitted.
- e) The original proposal must be 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.
- f) The proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

RFP Number 8CA00010  
Scientific Literature Review  
Department of Forestry and Fire Protection  
P.O. Box 944246  
Sacramento, CA 94244-2460

DO NOT OPEN

If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.

Proposals not submitted under sealed cover and marked as indicated may be rejected.

- g) All proposals shall include the documents identified in Section E, Required Attachment Checklist, (see page 11). Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- h) Mail or deliver proposals to the following address

U.S. Postal Service Deliveries

Hand Deliveries  
(UPS, Express Mail, Federal Express)

Department of Forestry and Fire Protection  
Business Services, Contract Office  
P.O. Box 944246  
Sacramento, CA 94244-2460

Department of Forestry and Fire Protection  
Business Services, Contract Office  
1300 U Street  
Sacramento, CA 95818-1415

- i) Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- 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. The State may reject any or all proposals and may waive any immaterial deviation in a proposal. The State's waiver of immaterial deviation shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.
- k) Costs incurred 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) An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 2, Proposal/Proposer Certification Sheet, see page 12. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- 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 as set forth in the Key Action Dates. 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 the State, signed by the proposer or an authorized agent in accordance with l) above. 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) The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- p) The awarding agency reserves the right to reject all proposals. The agency is not required to award an agreement.

- q) Before submitting a response to this solicitation, proposers should review, correct all errors and confirm compliance with the RFP requirements.
- r) Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications
- s) More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.
- t) The State does not accept alternate contract 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) are not negotiable.
- u) No oral understanding or agreement shall be binding on either party.
- v) Contractor 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 Sections 18662 and 26131. This form can be found on the Internet at [www.osp.dgs.ca.gov](http://www.osp.dgs.ca.gov) under the heading STANDARD FORMS; select "Forms Search", and enter the form number "204". No payment shall be made unless a completed STD 204 has been returned to the awarding agency
- w) Contractor must sign and submit to the awarding agency, *page one (1)* of the Contractor Certification Clauses (CCC) that can be found on the Internet at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts).

## 5) Evaluation Process

- a) At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
- b) Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposer, may be rejected.
- c) Award, if made, will be to the highest scored responsible proposal.
- d) Proposal Evaluation

The voting members used in the selection process shall be from CAL FIRE. The evaluation team shall determine a consensus scoring for each item, based on the team's verbal discussion of each proposer's responses. To determine the consensus scoring, evaluators will carefully review and discuss the completeness of the proposer's response, as well as clarity of documentation presented in the proposals submitted in response to this RFP

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

The proposals that meet the minimum qualifications will be evaluated and scored according to the criteria indicated below. The total points possible are 100, allocated between technical and cost. The total technical points possible are 70 and the total cost points possible are 30. A minimum of 50 points must be achieved on technical aspects to be considered responsive. (A responsive proposal is one, which meets or exceeds the requirements stated in this RFP.) The total of technical points and cost points equals the total score for each proposer.

e) Evaluation criteria

**Rating/Scoring Criteria** **Maximum Possible Points**

**A. Task Completion**

**Maximum Points Possible 10**

CAL FIRE is requiring that all Tasks (accept 4.3) be completed by no later than May 15, 2008, unless mutually agreed by both parties. Do you or your company have the staff and capacity or have the ability to bring in the desired individuals to do the work delineated in the above period?

YES \_\_\_\_\_

No \_\_\_\_\_

Points scored \_\_\_\_\_

**B. Proposer Qualifications**

**Maximum Points Possible 30**

1. Provide a list of written material, which is either published with peer-review or other unpublished work, in the selected (or general) riparian function area (e.g. wood riparian function or general riparian issues).

Points awarded based on relevance of articles on the specific riparian functions listed in Exhibit A.

Points Scored \_\_\_\_\_

2. Provide a copy of completed research/scholarly work in California's forested regions or work in other locations relevant to California's forested regions.

Points awarded based on relevance of articles on the specific riparian functions listed in Exhibit A.

Points Scored \_\_\_\_\_

3. Provide a copy of the resume for each staff person assigned to this project. Resumes submitted from the successful proposer will be incorporated as Exhibit F.

Points awarded based on the proportion time allocated to Task 2 and 3 by staff with doctorate degrees.

Points Scored \_\_\_\_\_

**C. Experience**

**Maximum Points Possible 30**

1. Provide proof of experience with existing/historical scientific literature and research on forest management effects related to each riparian function that impacts anadromous salmonid fisheries in California.

Points awarded based on the most experience.

Points scored \_\_\_\_\_

2. Provide proof of familiarity with forestry operations in California and /or other western states.

Points awarded based on the most experience

Points scored \_\_\_\_\_

3. Provide proof of familiarity with anadromous salmonid life cycle requirements.  
Points awarded based on the most experience

Points scored \_\_\_\_\_

**Total technical points possible 70**

**Total Technical points scored \_\_\_\_\_**

**7. Bid Amount**

**Maximum Points Possible 30**

Lowest cost proposal is awarded the maximum cost points. Other proposals are awarded cost points based on the following calculation:

Lowest Proposer's Cost = (factor) X maximum cost points = cost points for other proposers

EXAMPLE:	Lowest cost Proposal	A = \$ 50,000.00
	Other Cost proposals	B = \$100,000.00
		C = \$150,000.00

Proposer A = 30 points

Proposer B = 15 points  
 $50,000/100,000 = .5 \times 30 \text{ points} = 15 \text{ points}$

Proposer C = 9.9 points  
 $50,000/150,000 = .33 \times 30 \text{ points} = 9.9 \text{ points}$

The total of technical points and cost points equals the total score for each proposer.

\_\_\_\_\_

\_\_\_\_\_

**6) Award and Protest**

- a. In the event of a tie score, the award will be determined by a coin toss. The coin toss will be held in the State Agency's headquarters area office. This is a public event, which the proposers will be invited to attend. The selection of the Contractor will be at the sole discretion of the State.
- b. Notice of the proposed award shall be posted in a public place in the office of Department of Forestry and Fire Protection, 1300 U Street (or address indicated if different), Sacramento, California for five (5) working days prior to awarding the agreement.
- c. If any proposer, prior to the award of agreement, files a protest with the Department of Forestry and Fire Protection and the Department of General Services, Office of Legal Services, 707 Third Street, 7<sup>th</sup> Floor, Suite 7-330, West Sacramento, CA 95605, on the

grounds that the (protesting) proposer would have been awarded the contract 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 Department of General Services has decided the matter. It is suggested that you submit any protest by certified or registered mail.

- d. Within five (5) days after filing the initial protest, the protesting proposer shall file with the Department of General Services, Office of Legal Services and the California Children and Families Commission a detailed statement specifying the grounds for the protest.

## **7) Disposition of Proposals**

- a) 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 (Government Code Section 6250 et seq.) and subject to review by the public.
- b) Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the awarding agency.

## **8) Agreement Execution and Performance**

- a) Performance shall start not later than 5 days, or on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by another contractor.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.

## **D)Preference Programs**

**The Standard Agreement language for the preference programs can be found at the Internet web sites listed below:**

- 1) Small Business Preference  
[www.pd.dgs.ca.gov/smbus/sbcert.htm](http://www.pd.dgs.ca.gov/smbus/sbcert.htm)
- 2) Target Area Contract Preference Act (TACPA)  
[www.pd.dgs.ca.gov/edip/tacpa.htm](http://www.pd.dgs.ca.gov/edip/tacpa.htm)
- 3) Local Agency Military Base Recovery Area (LAMBRA) Act  
[www.pd.dgs.ca.gov/edip/lambra.htm](http://www.pd.dgs.ca.gov/edip/lambra.htm)

- 4) Enterprise Zone Act (EZA)  
[www.pd.dgs.ca.gov/edip/eza.htm](http://www.pd.dgs.ca.gov/edip/eza.htm)

#### **E)Required Attachments**

An explanation of the Disabled Veteran Enterprise Program (DVBE) requirements can be found at the Internet web site [www.pd.dgs.ca.gov/dvbe/default.htm](http://www.pd.dgs.ca.gov/dvbe/default.htm). Select "Publications and Forms", then "Documentation of Disabled Veteran Business Enterprise Program Requirements Forms STD 840 and STD 840A" and "DVBE Resource Packet".

The form GSPD-05-105 Bidder Declaration, referenced on the Form STD 840, can be found at the DGS web site <http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>.

It is the intent of the California Legislature that every State procurement authority honor California's disabled veterans by taking all practical actions necessary to meet or exceed the disabled veteran business enterprise participation goal of a minimum of 3 percent of total contract value. The DVBE was created for this purpose. Under Senate Bill 115, Section 999.5, an incentive program was established. All bidders for this RFP must meet a minimum of **3%** of the bid amount with a DVBE or provide documentation of a "Good Faith Effort" as defined under the DVBE Resource Packet to be considered responsive for this RFP. If the bidder does not respond to the DVBE requirements, the bid will be considered non-responsive and ineligible for award.

A 5% incentive will be applied for those companies that meet the 3% participation goal. The incentive will not be applied for meeting the Good faith Effort. For awards based on high score, the incentive shall not exceed 5 percent, or be less than 1 percent of total possible available points, not including points for socioeconomic incentives. The computation is for evaluation purposes only. Application of the incentive shall not displace an award to a small business with a non-small business.

An explanation of the Disabled Veteran Enterprise Program (DVBE) Incentive can be found at the Internet web site <http://www.pd.dgs.ca.gov/dvbe/dvbeincentive>.

ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

A complete proposal or proposal package will consist of the items identified below. Complete this checklist to confirm the items are in your proposal. Indicate the page number(s) or place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. Return this checklist with your proposal package.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Proposal/Proposer Certification Sheet
_____ Attachment 3	Cost Sheet
_____ Attachment 4	Proposer References
_____ Attachment 5	Disabled Veteran Business Enterprise Participation Forms and Instructions *
	Std. 840 Disabled Veteran Business Enterprise Participation Summary (page 1).
	Good Faith Effort Documentation – Exhibit A (3 pages)
_____ Attachment 6	Payee Data Record (STD 204) The form may be found on the Internet at <a href="http://www.osp.dgs.ca.gov">www.osp.dgs.ca.gov</a>
_____ Attachment 7	Contractor Certification Clauses (CCC 307) The CCC can be found on the Internet at <a href="http://www.ols.dgs.ca.gov/Standard+Language">www.ols.dgs.ca.gov/Standard+Language</a> .
_____ Attachment 8	Target Area Contract Preference Act (TACPA) *
_____ Attachment 9	Enterprise Zone Act (EZA) *
_____ Attachment 10	Local Agency Military Base Recovery Area (LAMBRA) Act*

**\*If applicable**

ATTACHMENT 2

PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

**Do not return Section C, Proposal Requirements and Information, pages 4 through 10, nor the "Sample Agreement" at the end of this RFP.**

**For RFP Secondary Only**

- A. Place all required attachments behind this certification sheet, after attachment 1.
- B. I have read and understand the DVBE Participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- 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.

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

1. Company Name	2. Telephone Number ( )	2a. Fax Number ( )
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> 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"/> _____ _____	
<b>NOTE:</b> A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSBCR, if an application is pending:		

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

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

Item Numbers	Instructions
<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 the Office of Small Business and DVBE Certification.

ATTACHMENT 3

COST PROPOSAL WORK SHEET

Complete a cost proposal worksheet for each Riparian Function being included in the proposal (e.g. a cost proposal for Biotic Riparian Function Literature Review, cost proposal for Heat Exchange Riparian Function etc.).

Riparian Exchange Function Name: \_\_\_\_\_

Staff Number of Staff	HOURS	RATE	TOTAL
_____ Professional Science Expert	_____ @	_____	_____
_____ Staff Assistant	_____ @	_____	_____
_____ Technician	_____ @	_____	_____
_____ Clerical	_____ @	_____	_____
<b>Sub Total for Staff</b>			\$ _____
Other Costs (Itemize below)			
_____			
_____			
<b>Sub Total for Other Costs</b>			\$ _____
<b>TOTAL BID AMOUNT FOR FUNCTION LISTED ABOVE</b>			\$ _____

ATTACHMENT 4

**PROPOSER REFERENCES**

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed non-responsive.

List below three references of similar types of services performed within the last five years. If three references cannot be provided, please explain why on an attached sheet of paper.

<b>REFERENCE 1</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

<b>REFERENCE 2</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

<b>REFERENCE 3</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

**Note to Bidders:**

**The following 9 pages represent a sample of the contract that will be awarded, if any, from this RFP. Please review it carefully and present any questions in writing to the contact person identified on the cover letter for this RFP.**

**STANDARD AGREEMENT**

STD. 213 (NEW 02/98)

AGREEMENT NUMBER
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

CONTRACTOR'S NAME

2. The term of this Agreement is: Upon approval through September 30, 2008

3. The maximum amount of this Agreement is: \$ \_\_\_\_\_

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:

- |  |            |
|--|------------|
| Exhibit A – Scope of Work  | XX Page(s) |
| Attachment 1 Detailed Scope of Work  |            |
| Exhibit B – Budget Detail and Payment Provisions                                     | XX Page(s) |
| Exhibit C* – General Terms and Conditions  | _____      |
| :  |            |
| Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement) | XX Page(s) |
| Exhibit E Additional provisions  |            |
| Exhibit F – Resumes  | XX Page(s) |
| Exhibit G Appendices   |            |

\*View at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts)

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>	<b>CALIFORNIA Department of General Services Use Only</b>
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)	
BY (Authorized Signature) —	DATE SIGNED)
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	
<b>STATE OF CALIFORNIA</b>	
AGENCY NAME	
BY (Authorized Signature) —	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	
<input type="checkbox"/> Exempt per _____	

**EXHIBIT A  
(Standard Agreement)**

**SCOPE OF WORK**

1 Contractor agrees to provide to Department of Forestry and Fire Protection (CAL FIRE) a scientific literature review, analysis and presentation related to forest management effects on five different Riparian Exchange Functions in riparian zones that support anadromous salmonids in California. The five Riparian Exchange Functions are the following:

- Biotic and Nutrient Riparian Exchange Function
- Coarse Woody Debris Riparian Exchange Function
- Heat Riparian Exchange Function
- Sediment Riparian Exchange Function
- Water Riparian Exchange Function

2. The services shall be performed at Contractors location with the presentation to the Board at CAL FIRE headquarters, 1416 9<sup>th</sup> Street, Sacramento, CA 95818.

3 .The services shall be provided during regular business hours, Monday through Friday, except holidays.

4. The project representatives during the term of this agreement will be:

State Agency:	Contractor:
Name:	Name:
Phone:	Phone:
Fax:	Fax:

Direct all inquiries to:

State Agency Department of Forestry and Fire Protection	Contractor:
Section/Unit: Business Services Office	Section/Unit:
Attention Elizabeth Garcia	Attention:
Address: P.O. Box 944246, Sacramento, CA 94244	Address:
Phone: (916) 323-3827	Phone:
Fax: (916) 323-1888	Fax:
Email: Elizabeth.Garcia@fire.ca.gov	

5. Contractor Agrees to provide services in the manner specified herein and as detailed in Attachment 1, titled Detailed Scope of Work.

**EXHIBIT A  
(Standard Agreement)**

Detailed Scope of Work

The Contractor shall perform the following tasks:

**Administrative**

Meet with Board representatives by phone or in person periodically during the contract at an estimated rate of two times per month for purposes of Project coordination, progress check, and quality control. Meet with Board representative at approximately the half waypoint of completion of the initial riparian function literature review conducted by the Entity.

The principal scientific expert(s) (Proposer, Proposer's employee, or any subcontractors) are required to complete at least 90% of the following Tasks. Proposal should clearly indicate that expert will be assigned time to complete at least 90% of the Tasks.

- Task 1.1 and 1.2 Review of Primer and assess preliminary list of literature
- Task 1.3 Identify additional literature
- Task 2 Conduct literature review
- Task 3 Provide a synthesis of literature reviewed
- Task 4. Present final project and participate in technical forum.

**Task 1. Identify and obtain relevant literature to be reviewed.**

The Board intends to include a wide breadth of literature as part of the review. This includes peer reviewed, non-peer reviewed (certain gray literature including monitoring results, pilot projects, resource assessments, and conference proceeding etc.), and master's and doctoral research.

- Task 1.1 Review the Primer in the Appendices for the respective riparian function. Provide suggestions for edits that clarify, refute, or add relevant information contained in the Primer. Upon approval by the Project Representative, revise the Primer to reflect changes.
- Task 1.2 Prepare a written assessment of the preliminary lists of literature compiled by the Board for each Riparian Exchange Function in Appendices A-E. The assessment shall address completeness, relevance and adequacy towards meeting the goal of the Project, and contribution towards answering the Key Questions. Identify any listed literature in Appendix A- E that is not relevant to the Project Goal. Use Appendix F: Literature Screening Criteria, for selecting articles and provide written documentation of criteria used for inclusion or exclusion of articles. The assessment should use the revised Primer as a basis for addressing the completeness of the list.
- Task 1.3 Provide any additional literature up to 10% above those listed in Appendices A-E.
- Task 1.4 Meet with TAC to finalize list of literature to be reviewed.

**Task 2. Perform review of scientific literature**

- Task 2.1 Review the literature for each article listed in the final list of articles and document the review as shown in Appendix G: Literature Review Format. Focus on providing answers and information for the Key Questions for each riparian function.

**EXHIBIT A  
(Standard Agreement)**

Task 2.2 Provide a compilation of all Appendix G literature reviews in written and CD format.

**Task 3: Provide a synthesis of literature reviewed for each Key Question.**

Task 3.1 Provide all findings and conclusions from articles reviewed for each Key Question. Include the contractor's statement, perspective and conclusions, supported by the literature reviews in this project, on the status of scientific knowledge for the Key Question. Such conclusion would include appropriate management action for riparian buffers widths necessary to ensure proper function and other management actions valuable to sustaining riparian functions.

Task 3.2 Extent to which literature findings lead to a uniform conclusion, and are consistent or inconsistent with each other.

Task 3.3 Extent to which aggregate literature findings are generally reliable and specifically applicable to the Key Question.

Task 3.4 Topics or answers to Key Questions for which additional research is needed to better answer questions or achieve Goal of Project.

Task 3.5 Provide a compilation of all Appendix G literature reviews in written and CD format.

**Task 4. Prepare and present final submission of all Project Tasks**

Task 4.1 Upon completion of the Project, provide two printed copies and CDs of the entire project deliverables. The completed project report shall have and be organized with a cover, table of contents, Executive Summary and all other required deliverables.

Task 4.2 Upon completion of the Project, report in person, as assigned, on the outcome of the Project. The oral presentation shall include a written Executive Summary of the entire Project; overview of the methodology used by the Proposer, summary of Task 3.

Task 4.3 Appear in person, be available to respond to questions, and participate in the Board's "Technical Specialist Forum". Attendance at the Forum will be limited to an 8-hour period.

**EXHIBIT B  
(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in Attachment 3 Cost Proposal in the amount of \$ \_\_\_\_\_.
- B. Invoices shall include the Agreement Number, the specific riparian function, the tasks completed with sufficient detail to define the actual work performed, and shall be submitted in duplicate not more frequently than monthly in arrears to:

California Department of Forestry and Fire Protection  
P.O. Box 944246  
Sacramento, CA 94244-2460

**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**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

In the event of an emergency, as defined in section 927.11, late payment penalties may not apply. Specific to California Department of Forestry and Fire Protection (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.

**EXHIBIT D  
(Standard Agreement)**

**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**

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

Department of Forestry and Fire Protection  
Attention: Contracts Manager  
P.O. Box 944246  
Sacramento, CA 94244-2460

Within ten (10) days of CDF receiving contractor's notice, the contracts manager or designee shall advise contractor of the findings and recommend a method to resolve the dispute. Decision of the contracts manager or designee shall be final.

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 (SCM 7.85)**

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.

However, the agreement can be immediately terminated for cause. (Refer to GTC, Exhibit C, Item 7. Termination for Cause)

4. **Potential Subcontractors**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State 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 the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

5. **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 Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

**EXHIBIT D  
(Standard Agreement)**

**6. 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.

**7. 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.

**EXHIBIT G  
(Standard Agreement)**

**ADDITIONAL PROVISIONS**

1. Consultant - Staff Expenses

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any governmental entity.

2. Conflict of Interest

Contractor is required to report any potential or actual conflicts of interest to the State. Contractor is responsible for discovering and reporting any conflicts of interest that may or do reside with their subcontractors. Notwithstanding the foregoing, the State reserves the right to determine, at its sole discretion, whether information received from any source indicates the existence of an actual or potential conflict of interest. If the State determines, that a conflict of interest exists or that there is an unavoidable appearance of a conflict of interest which cannot be resolved to the satisfaction of the State such determination shall be grounds for termination of the Agreement immediately.

**EXHIBIT G**  
**(Standard Agreement)**

Resumes

(To be added upon award of the contract)

**EXHIBIT G  
(Standard Agreement)**

See Web site: [http://www.bof.fire.ca.gov/board/board\\_proposed\\_rule\\_packages.aspx](http://www.bof.fire.ca.gov/board/board_proposed_rule_packages.aspx)  
See - **Threatened or Impaired Watersheds (T/I) Literature Review**

**Appendix A: Biotic and Nutrient Riparian Exchange Function**

Primer, Key Questions and Initial List of Literature to be reviewed.

**Appendix B: Wood Riparian Exchange Function**

Primer, Key Questions and Initial List of Literature to be reviewed.

**Appendix C: Heat Riparian Exchange Function**

Primer, Key Questions and Initial List of Literature to be reviewed.

**Appendix D: Sediment Riparian Exchange Function**

Primer, Key Questions and Initial List of Literature to be reviewed.

**Appendix E: Water Riparian Exchange Function**

Primer, Key Questions and Initial List of Literature to be reviewed.

**Appendix F: Literature review screening criteria**

**Appendix G: Literature review documentation form**