

**REQUEST FOR QUALIFICATIONS (RFQ)**  
***TREE REMOVAL/FUELS REDUCTION SERVICES***

**San Bernardino County Flood Control District  
Hazardous Tree Removal Operations Division  
301 S. State Hwy. 173  
Lake Arrowhead, CA 92325-0130**

***April 2010***

# TREE REMOVAL/FUELS REDUCTION SERVICES

## TABLE OF CONTENTS

|  |           |
|--|-----------|
| <b>I. INTRODUCTION</b> .....                                     | <b>3</b>  |
| A. Purpose.....  | 3         |
| B. Process .....   | 3         |
| C. Minimum Applicant Requirements .....                          | 3         |
| D. Correspondence .....  | 4         |
| E. Application Submission Deadline .....                         | 4         |
| F. Questions .....   | 5         |
| G. Application Timeline.....                                     | 5         |
| <b>II. RFQ CONDITIONS</b> .....                                  | <b>5</b>  |
| A. Contingencies .....   | 5         |
| B. Modifications .....   | 6         |
| C. Application Submission .....                                  | 6         |
| D. Participation .....   | 6         |
| E. Incurred Costs .....  | 6         |
| F. Negotiations .....  | 6         |
| G. Acceptance or Rejection of Applications .....                 | 6         |
| H. Award.....  | 6         |
| I. Local Preference.....   | 6         |
| J. Final Authority.....  | 6         |
| <b>III. PARTICIPATION REQUIREMENTS</b> .....                     | <b>6</b>  |
| A. Scope of Work.....  | 6         |
| B. Service Requirements .....                                    | 14        |
| C. Payment Information .....                                     | 15        |
| D. District Reserves the Right .....                             | 16        |
| E. Notice of Cancellation .....                                  | 17        |
| F. Award of Contract .....                                       | 17        |
| <b>IV. APPLICATION SUBMISSION</b> .....                          | <b>18</b> |
| A. Participation .....   | 18        |
| B. Application Format & Presentation .....                       | 18        |
| <b>V. APPLICATION EVALUATION &amp; SELECTION</b> .....           | <b>19</b> |
| A. Evaluation Process.....                                       | 19        |
| B. Evaluation Criteria .....                                     | 19        |
| C. Procedural and Award Disputes .....                           | 20        |
| D. Disqualification or Determination of Non-Responsibility ..... | 20        |
| E. Misrepresentations .....                                      | 20        |
| <b>VI. GENERAL AGREEMENT TERMS</b> .....                         | <b>21</b> |
| A. Contract Requirements .....                                   | 21        |
| <b>VII. APPLICATION PACKAGE</b> .....                            | <b>27</b> |
| ATTACHMENT A1 to A9  |           |
| ATTACHMENT B1 – Emergency Tree Removal Contract Template         |           |
| ATTACHMENT B2 – Block Project Template                           |           |
| ATTACHMENT B3 – Fuels Reduction Project                          |           |

## I. INTRODUCTION

The Hazardous Tree Removal Operations Division of the San Bernardino County Flood Control District (District) is seeking to contract with interested and qualified tree removal providers that are licensed and carry the required insurance for the removal of dead, dying and diseased trees resulting from the bark beetle infestation and fuels reduction. Qualified applicants will be placed on a list of vendors (Vendors) who are willing to bid on specific tree removal/fuels reduction projects.

The District plans to utilize vendors to provide tree and brush removal services on: parcels of private land that surround communities (Fuels Reduction); large parcels of private land (Large Parcel); smaller, individual and or residential parcels organized into blocks (Block); emergency tree removals (ETR); and various tree and brush removal projects yet to be determined, to assist with fire hazard abatement in and adjacent to the San Bernardino National Forest areas.

**A. Purpose.** Hazardous Tree Removal Operations is seeking qualifications from interested companies to provide tree removal/fuels reduction services throughout Agua Fria, Angelus Oaks, Arrowbear, Arrowhead Highlands, Baldwin Lake, Barton Flats, Big Bear City, Blue Jay, City of Big Bear Lake, Cedar Glen, Cedarpines Park, Cedar Ridge Estates, City of San Bernardino, Crest Estates, Crest Forest, Crest Park, Crestline, Deer Lodge Park, Devore, Enchanted Forest, Erwin Lake, Fawnskin, Forest Falls, Fredalba, Grandview, Grass Valley Lake, Green Valley Lake, Lake Gregory, Lake Arrowhead, Lucerne Valley, Lytle Creek, Mountain Home, Mt. Baldy, Oak Glen, Oak Hills, Pinon Mesa, Pioneertown, Rim Forest, Running Springs, Seven Oaks, Sky Forest, Smiley Park, Strawberry Flats, Twin Peaks, Valley of Enchantment, Wrightwood, Yucaipa and the surrounding communities. Vendors capable of providing tree removal/fuels reduction on Fuels Reduction, Large Parcel, Block or ETR projects may participate in this Request for Qualifications (RFQ).

Vendors submitting qualifications in response to this RFQ will hereafter be referred to as Applicants. This RFQ is being released to identify, pre-qualify, and create a list of tree removal/fuels reduction vendors, hereafter referred to as Vendors, that shall be authorized to bid to supply tree and brush removal services to specific sites as jobs are scheduled, or to be called into service as emergencies occur.

The District does not guarantee any minimum amount of work or any work at all.

**B. Process.** The RFQ shall remain open and in effect from April 27, 2010 to May 21, 2013. Applications shall be evaluated and successful Applicants added to the Tree Removal Vendor List according to the schedule noted in the Application Timeline (Section I, G).

It is anticipated that once the initial evaluation process is conducted and a Tree Removal Vendor list is created, applications from vendors not on the list will be received and evaluated in accordance with the schedule noted in the Application Timeline (Section I, G). Once on the Tree Removal Vendor List, Vendors need not submit quarterly applications.

As projects are scheduled to be performed, a Request for Bid will be sent to the Fuels Reduction, Large Parcel and/or Block Vendors on the Tree Removal Vendor List. The successful bidder will be required to enter into a contract with the District. Successful bidders who enter into a contract with the District will hereafter be referred to as Contractors.

The Tree Removal Vendor list will contain those vendors that meet the requirements in Section I, C and perform contract work to the satisfaction of the District per Section III. Contractors are not guaranteed to remain on the Tree Removal Vendor List in the event unsatisfactory work is performed on District tree removal contracts and if insurances or licenses are allowed to lapse.

**C. Minimum Applicant Requirements.** All Applicants must:

1. Have a current, valid qualifying Tree Service license:
  - California Contractor's License C61/D49;
  - Limited Timber Operator B License; and/or

- Timber Operator A License.

Please note that a specific license may be required for a particular project. Contractors must maintain a valid license throughout the term of this RFQ and while work is performed pursuant to a Contract with the District.

2. Have a valid business license in Applicant's name (or other proof of valid business).
3. Have required insurance in force.
4. Have a minimum of 2 years experience performing the work applicable to this RFQ.
5. The successful bidder (Contractor) will be required to furnish a Payment Bond with each bond equal to the following percent of each contract amount:

| Project Total          | (Percentage of Project Total) |
|------------------------|-------------------------------|
| Up to \$25,000         | 0%                            |
| > \$25,000 to \$50,000 | 50%                           |
| > \$50,000             | 100%                          |

The Bond shall be deposited with the District within ten (10) working days of the signing of the bid acceptance. The Bond shall be released upon completion of the project as set forth in the Standard Contract executed by and between Contractor and the District.

Upon approval by District, the Contractor may elect to provide a Letter of Credit or a bank issued Cashier's Check in lieu of a Bond for any project having an original contract price of \$150,000 or less. A Letter of Credit shall conform to the same conditions and criteria as the Bonds. The form and substance of said Letter and/or Bonds must be approved by the District. Emergency work contracts do not require bonding.

6. Have no outstanding or pending complaints filed with the California State Contractor License Board (if applicable), the California State Board of Forestry and Fire Protection (if applicable), the US Forest Service, or not have been debarred or found non-responsible by the District, the County of San Bernardino or any other federal, state, or local governmental agency. If the Applicant, or any principal, partner, officer or responsible managing officer of the Applicant, has been debarred or found non-responsible as described herein, then this provision is applicable.
7. Meet participation requirements listed in this RFQ.

**D. Correspondence.** All correspondence, including responses to the RFQ, is to be submitted to:

**San Bernardino County Flood Control District  
Hazardous Tree Removal Operations Division  
ATTN: Gregory E. Saul, Division Chief  
PO Box 2232, Running Springs, CA 92382-2232**

or

**301 S. State Hwy. 173, Lake Arrowhead, CA 92352  
gsaul@dpw.sbcounty.gov**

**(909) 336-7080 Office (909) 337-1253 Fax**

**E. Application Submission Deadline.** All applications must be received at the address listed above as specified in Section I-G.

Facsimile or electronically transmitted applications will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Applications received after the applicable deadline will not be considered until the subsequent quarterly cycle.

**F. Questions.** Questions regarding the contents of this RFQ must be submitted in writing on or before the "Deadline for Written Questions" specified in Section I, G, and must be directed to the individual listed in Section I, D. Questions submitted and the related answers will be posted to the County of San Bernardino website listed below on or before 5:00 PM within one week of the application deadline. Questions will not be accepted after the deadlines for questions for a specific quarter.

[www.sbcounty.gov/purchasing](http://www.sbcounty.gov/purchasing) then click on "Request for Proposals"

As of the issuance of this RFQ, Applicants are specifically directed not to contact District personnel for meetings, conferences or technical discussions outside those scheduled in Section I, G and related to a pending application deadline. Failure to adhere to this policy may result in disqualification of the Applicant.

All questions regarding the RFQ during a particular quarterly cycle can be presented in writing as indicated above.

**G. Application Timeline.** The District reserves the right to change any of these dates. Any changes will be communicated in writing. The RFQ will be open from April 27, 2010 until May 21, 2013. During this time, Vendors will be added to the Tree Removal/Fuels Reduction Vendor List on a quarterly basis.

| 2010 RFQ release date: April 27, 2010 |   |  |   |                          |
|---------------------------------------|---|--|---|--------------------------|
| Quarter                               | Deadline for Written Questions by 5:00 PM | Quarterly Application (deadline 2:00 PM) | Addition to Tree Removal Vendor List (on or before) | Vendor Meeting (if held) |
| 2Q2010                                | May 11, 2010                              | May 25, 2010                             | June 1, 2010  | June 9, 2010             |
| 3Q2010                                | July 27, 2010                             | August 3, 2010                           | August 17, 2010                                     | October 6, 2010          |
| 4Q2010                                | October 26, 2010                          | November 2, 2010                         | November 16, 2010                                   | December 1, 2010         |
| 1Q2011                                | January 27, 2011                          | February 3, 2011                         | February 17, 2011                                   | April 6, 2011            |
| 2Q2011                                | April 26, 2011                            | May 3, 2011                              | May 17, 2011  | June 1, 2011             |
| 3Q2011                                | July 26, 2011                             | August 2, 2011                           | August 16, 2011                                     | October 5, 2011          |
| 4Q2011                                | September 15, 2011                        | November 2, 2011                         | November 16, 2011                                   | December 7, 2011         |
| 1Q2012                                | January 31, 2012                          | February 7, 2012                         | February 21, 2012                                   | April 4, 2012            |
| 2Q2012                                | April 24, 2012                            | May 1, 2012                              | May 15, 2012  | June 6, 2012             |
| 3Q2012                                | July 31, 2012                             | August 7, 2012                           | August 21, 2012                                     | October 3, 2012          |
| 4Q2012                                | October 30, 2012                          | November 6, 2012                         | November 20, 2012                                   | December 5, 2012         |
| 1Q2013                                | January 29, 2013                          | February 5, 2013                         | February 19, 2013                                   | April 3, 2013            |
| 2Q2013                                | April 30, 2013                            | May 7, 2013                              | May 21, 2013  | June 5, 2013             |

Subsequent applications from previously rejected Applicants shall not be accepted for a period of one (1) year from the deadline of the rejected application.

**II. RFQ CONDITIONS**

**A. Contingencies.** This RFQ does not commit the District to add a Vendor to the Tree Removal Vendor List or to award a contract. The District reserves the right to waive any immaterial irregularities in an application.

This RFQ is contingent upon the availability of grant funding. Therefore, this RFQ may be terminated at any time by the District's Board of Directors.

**B. Modifications.** The District reserves the right to issue addenda or amendments to this RFQ.

- C. Application Submission.** To be considered, all applications must be submitted in the manner set forth in this RFQ. It is the Applicant's responsibility to ensure that its application arrives on or before the specified time.
- D. Participation.** Other County Departments, Districts, and other local government agencies may participate in the use of the qualified pool of contractors to be established by this RFQ process. Other local government agencies would enter into independent agreements with the Vendors on the Tree Removal/Fuels Reduction Vendors List.
- E. Incurred Costs.** This RFQ does not commit the District to pay any costs incurred in the preparation of an application in response to this request, and Applicants agree that all costs incurred in developing this application are the Applicant's responsibility.
- F. Negotiations.** The District may require potential Contractors to participate in negotiations including, but not limited to, price, technical, or other matters for discussion required for award.
- G. Acceptance or Rejection of Applications.** The District reserves the right to accept or reject any or all applications if the District determines it is in its own best interest to do so. The District will notify all Applicants, in writing, if an application is rejected.
- H. Award.** The District realizes that conditions other than price are important and reserves the option to make awards based on the bid that best meets the needs of, and is in the best interest of, the District.
- I. Local Preference.** During the bid process, a five percent (5%) preference may be applied to Contractors that can demonstrate that their principal place of business is located within the boundaries of the County of San Bernardino (see Attachment A-7).
- J. Final Authority.** The final authority to award a contract rests solely with the Flood Control Engineer of the Flood Control District.

### III. PARTICIPATION REQUIREMENTS

Participation in this RFQ requires that the work to be performed meet the following requirements.

- A. Scope of Work.** Tree Removal/Fuels Reduction Services, for the purpose of this RFQ, includes the felling, removal and disposal of dead, dying, and diseased trees; live trees greater than 6 inches in diameter, but less than 13 inches in diameter which have been identified as ladder fuels; removal and disposal of brush; pruning of residual trees; and, the placement and or installation of products and materials, as needed, to prevent erosion and/or displacement of sediment.

Services shall be performed on Fuels Reduction, Large Parcel and Block projects. Fuels Reduction and Large Parcel projects require a Timber Operator A license. Block projects may be performed by Vendors with a California Contractor's License C61/D49 or Limited Timber Operator B license, and may require a Licensed Timber Operator A, at the discretion of the District. Emergency tree removals are when an imminent emergency is declared by a San Bernardino County Fire Protection District (County Fire) fire chief and rapid mobilization may be required to remove trees within a 24-hour time period. Emergency tree removals can be performed by Vendors with either the Timber Operator A license, Limited Timber Operator B license, or California Contractor's C61/D49 license. License requirements for other various types of tree removal and fuels reduction projects not yet determined will be listed in the bid announcement. Vendors may subcontract work on Fuels Reduction and Large Parcel projects with contractors that hold a California Contractor's License C61/D49 or Limited Timber Operator B license.

Tree Removal/Fuels Reduction includes, but is not limited to:

1. Tree Felling Operations for Marked Trees.
  - a. Trees identified for felling operations shall be marked, or in some manner designated by the

District.

- b. Felling operations shall be carried out in a safe and professional manner. Such operations shall be performed in conformance, and consistent with, applicable portions of the current California Forest Practice Rules. In the event of a conflict between this specification and the current California Forest Practice Rules, the most stringent criteria shall apply. The Contractor shall obtain all licenses, permits, and approvals required to perform the work.
- c. In areas where equipment access is restricted by the current California Forest Practice Rules, the felling of marked and District approved trees shall occur in such a manner as to orient the boles perpendicular to the contour if the boles are not to be removed.
- d. Trees shall be removed such that the remaining stumps extend no higher than 8 inches above the ground surface, measured on the side adjacent to the highest ground level except where safety, embedded metal, or non-merchantable wood make this impractical.

2. Tree Felling Operations For Non-Marked Trees.

- a. In some designated treatment areas trees to be felled and removed will not be marked by the District. These treatment areas will be designated on the maps and with flagging at the site. Other suitable methods may be used to mark the work area limits and such methods will be noted in the project bid package.
- b. Contractor shall not work or operate outside the work area limits unless written permission from the effected property owner(s) is submitted and accepted by the District. Streamside Management Zones (Watercourse and Lake Protection Zones), riparian areas, and other sensitive or unusual areas will be marked by suitable flagging.

3. Tree Disposal.

- a. Felled and down trees, and substantially damaged vegetation shall be limbed, bucked, or chipped. All woody material resulting from Contractor's operations, except for wood chip mulch, shall be removed from the work area of felling unless otherwise specified.
- b. Disposal of this material shall be in accordance with all applicable rules, regulations, ordinances, and laws. Disposal alternatives or sites may include but are not limited to: sawmills, recycling centers, firewood lots, wood grinding sites, or other locations where the materials will not add to the community fire hazard or serve as brood material for bark beetles. Contractor is responsible for all costs and fees resulting from handling, transporting, and disposing of all removed material. Contractor shall under no circumstances dispose of debris or slash from locations beyond project boundaries onto project location; however, under the direction of the District, Contractor may import mulch material to the project site for purposes of erosion control.
- c. Disposal of all felled and down trees, and substantially damaged vegetation, shall be carried out in a safe and professional manner. This operation shall be performed in conformance, and consistent, with applicable portions of the current California Forest Practice Rules, except as modified herein. Contractor shall obtain all licenses, permits, and approvals required to complete the work.
- d. Unless otherwise specified, Contractor is not required to treat or handle existing materials (existing prior to the Award of the Contract) that have been processed into logs and/or "biscuits", firewood, root wades, chips and/or chip piles or slash piles. Downed material that has started to incorporate into the soil or is in a state of decay so advanced that handling the material is not possible shall be left in place.
- e. Wood chip mulch shall not be spread into or allowed to remain in watercourses where subsequent rainfall and runoff would move the mulch into the receiving watercourse. Wood

chip mulch shall be evenly spread on bare soil areas for erosion control. The depth of wood chip mulch shall be as specified in Section III, A3, I, and based on distance to buildings or structures.

- f. If the property owner requests that some or all of the boles remain on his or her property, the Contractor, at the direction of the District and in accordance with California Forest Practice Rules, shall designate the location where the specific trees and material will be stacked. Only dead boles free of insect and beetle infestations shall remain on the property. Property owner must submit written request to District before material can remain on property.
- g. Contractor shall inform the District of the planned methods of woody material utilization and disposal. To the extent possible, removed woody material shall be marketed and utilized.
- h. In areas where tractor or other heavy equipment operation is not restricted by the current California Forest Practice Rules, all woody material shall be removed or chipped and spread.
- i. Lop and scatter treatment will only be considered in rare instances where other removal and disposal methods are not practical and only in areas as directed by the District.

Contractor may not dispose of or store slash from another location to the project site for lop and scatter purposes or any other purpose; however, under the direction of the District, Contractor may import mulch material to the project site for purposes of erosion control.

Lop and scatter treatment of felled and down trees shall consist of the bucking, lopping, and scattering of all materials resulting from the Contractor’s logging operation. Boles shall be bucked and oriented perpendicular to the contour. Limbs with a large end diameter greater than 4 inches shall be scattered and bucked such that limbs do not touch boles or other limbs and are oriented perpendicular to the contour. All materials resulting from the Contractor’s lopping operation shall be scattered in such a manner as to create as low a fire risk as possible and shall not be placed under ladder fuels. The scattered materials shall not project higher than 9 inches above the ground. The remaining materials shall conform to fire safety guidelines and be in conformance with all applicable rules, regulations, ordinances, and laws.

- j. All vegetative materials removed from the property may be sold, bartered, traded, converted to firewood, or by any other method, in order for the materials to be generated into an end product. Removal to a County of San Bernardino disposal site should be the last option. For all Fuels Reduction projects on which an end product may be made from the materials removed from the project site, the Notice of Exemption must be prepared by the Contractor’s Registered Professional Forester and submitted to the California Department of Forestry and Fire Protection (CALFIRE) under California Forest Practice Rules section 1038 or 1052. Any and all local, county, state or federal regulations regarding the sale, barter, trade, etc. of wood products must be followed.
- k. District’s Registered Professional Forester (District RPF) or designee will review all phases of the tree removal operation. In addition, CALFIRE will inspect all operations performed on the properties for compliance with the current California Forest Practice Rules.
- l. The Contractor shall minimize the disturbance of the needle and duff layer to reduce erosion potential. Removal of material resulting from the Contractor’s operations shall be as follows:

| Distance between material and closest building / structure | Required Removal & Woodchip Mulch Depths               |
|--|--|
| Up to 10 feet  | All debris needles, leaves, and slash shall be removed |

|                        |  |
|------------------------|--|
| Between 10 and 30 feet | Materials shall be removed except that a layer of duff, needles, leaves, and wood chip mulch shall remain with a thickness of no more than two (2) inches  |
| 30 feet or more        | Materials shall be removed except that a layer of duff, needles, leaves, and wood chip mulch shall remain with a thickness of no more than four (4) inches |

4. Erosion Control Methods.

- a. Erosion control work, including backblading skid trails and landings to remove berms, installation of water bars, and spreading chips must be performed and started immediately after tree removal, and must be completed ahead of any forecasted rainfall. When fall and winter operations are anticipated, erosion control must be performed as skidding progresses.
- b. Adherence to the erosion and sediment control specifications, as follows:

To the greatest extent possible, Contractor shall minimize the disturbance to the needle and duff layers in order to reduce the potential for erosion.

All exposed, bare soil areas as disturbed by the Contractor greater than 10 ft. from the closest building or structure will be treated by the Contractor through the application of wood chip mulching as described in Section III, A3, I. The wood chipper, masticator, woods mower, or flail shall be used close to areas of soil disturbance to create wood chip mulch which can be used to control dust and prevent erosion. Wood chip mulch shall be uniformly distributed over the exposed areas resulting in a 2 to 4 inch thick layer after final placement.

After felling and removal of boles and large limbs, disturbed soil shall be dressed to a reasonably smooth and firm surface. This shall be accomplished using hand rakes, shovels, or an equipment blade to back-drag the area. If the volume of wood chips is not sufficient to cover all exposed areas, certified weed free straw mulch may be substituted. Mulch will be placed to a minimum depth of 2 inches and will then be either crimped by tracked equipment or hand tugged by shovel to a depth of at least 4 inches or covered with biodegradable netting to reduce the chance of wind removal of the mulch.

Skid trails shall be worked across slope (along the contour) to the extent possible in order to avoid creating areas where runoff flow can concentrate. Skid trails, landings, and access roads created or improved by the Contractor while completing the specified work shall be either obliterated or smoothed. Access roads that are to remain after the completion of this work shall be left in a condition that is passable by a two wheel drive pickup truck and shall include water bars as specified in the current California Forest Practice Rules. Access roads that are closed after contract completion shall be treated as a skid trail and mulched with 2 to 4 inches of wood chip mulch. If sufficient wood chip mulch is not available the water bars shall be spaced close enough to prevent erosion.

From October 15th to May 1st, all tractor operations shall only be performed during dry, rainless periods where the soils are not saturated, in compliance with the California Forest Practices Act, Section 895.1.

From October 15th to May 1st, all erosion control structures shall be installed on all skid trails and tractor roads prior to the end of the day if there is a chance of rainfall 30% or greater, prior to shutdown periods.

Waterbars shall be constructed on all skid trails, landings, and closed access roads to control

runoff and prevent erosion.

Waterbar Construction and Maintenance:

- i. Waterbars shall be constructed in a manner that intercepts all flow across the entire exposed slope from the upper cutbank end and extend beyond the lower shoulder end of the skid trail, landing or closed road.
- ii. Waterbars shall be constructed with a diagonal angle from perpendicular to the road of at least 30 degrees on trail gradients of 10 percent or less and at least 45 degrees on gradients greater than 10 percent.
- iii. Waterbars will be graded to achieve an unrestricted, open outlet with an outslope of 3 to 5 percent and an overall height of at least 18 inches from the excavated bottom to the top of the embankment material as directed by the District.
- iv. Waterbars will be cut a minimum of 9 inches into a firm surface and shall have a continuous firm embankment of at least 9 inches in height immediately adjacent to the lower edge of the cut as directed by the District.
- v. Waterbar outlets will discharge onto the downhill side on a stable slope in a manner that dissipates energy by the use of suitable materials such as large rocks, perennial vegetation, or wood debris less than four inches in height.
- vi. Distances between waterbars will not exceed the following:

| Trail/Road Slope Gradient (%) | Distance Between Waterbars (ft) |
|-------------------------------|---------------------------------|
| ≤ 10                          | 100                             |
| 11-25                         | 50                              |
| > 25                          | 25                              |

If any of these specifications increase the potential for erosion, please contact the District RPF for a determination on a conditional waiver of the requirements.

5. Restricted Equipment Operation.

- a. In areas where tractor or other heavy equipment operation is restricted by the current California Forest Practice Rules, all woody material shall be removed or chipped and spread unless the District approves a request by Contractor to allow Lop and Scatter as described in Scope of Work, Section III, A3, i.
- b. To facilitate the removal of woody material, Contractor shall consider using smaller specialized equipment, limiting his trips into and out of the area, strategically placing a small chipper, cable yarding, in-line cabling, cranes, helicopter logging and any other similar method to remove and dispose of felled and down trees.
- c. In the restricted areas, the Contractor shall minimize the disturbance of the needle and duff layer to reduce the erosion potential. The distance and debris thickness requirements as described in Scope of Work, Section III, A3, I, apply within 100 feet of the closest building or structure.
- d. After felling and removal of boles and large limbs, disturbed soil shall be dressed to a reasonably smooth and firm surface as described in Scope of Work, Section III, A4, b.
- e. In the restricted areas, in lieu of the removal of, or the chipping and spreading of the woody material generated, the Contractor may request from the District acceptance of alternative treatments of woody materials. The District will make a site-specific determination to either approve or deny this request after considering the difficulty in removing woody material from

the site and the wildfire threat to adjacent improvements such as buildings, structures, roads, streets, public trails, camp grounds, or similar construction.

6. General Specifications.

- a. Upon notification of award of bid on a Fuels Reduction, or Large Parcel project, Contractor shall submit a site plan to the District within 14 calendar days of bid acceptance. The Contractor shall not commence work until the District has approved the site plan.
- b. The site plan shall be signed by a California licensed Registered Professional Forester (RPF) and show planned ingress and egress, staging areas, roads, logging decks, tractor roads (skid trails), watercourse crossings including number, type and location and other pertinent information on how the work will be accomplished. The RPF shall flag all roads and tractor roads, landings, watercourse crossings and water lake protection zones (WLPZ's) and equipment limitation zones (ELZ's) or other pertinent features.

The site plan shall include the location and methods used to minimize ground disturbance by wheel or track equipment at watercourse crossings, along with a count of all trees to be cut that exceed 6 inches in diameter. Wheel and track equipment shall cross drains on the contour and shall lift and carry the leading end of large boles across the watercourse. Wheel and track equipment shall not travel up or down watercourses or enter sensitive or unusual areas, such as Streamside Management Zones (Watercourse or Lake Protection Zones), riparian areas, etc., except as stated in the approved plan.

The site plan shall include methods to be used for tree felling and removal in Streamside Management Zones (Watercourse or Lake Protection Zones), riparian, sensitive and unusual areas as well as methods for tree felling and removal around the different type structures, utilities, and roadways that will be encountered.

Contractor is required to submit an amended site plan in the event of a change due to environmental factors or unforeseen events. Site plan changes require a RPF signature on the amended site plan and an immediate submittal to the District for approval. No contract adjustments will be considered until after an amended site plan is submitted to and approved by the District.

- c. On all projects, trees shall not be cut to fall on another parcel of property, except where damage to improvements could occur by falling trees inside the property and where written authorization is received from the affected property owner to enter the adjoining property.
- d. Property corners, brass caps and other survey markers must be protected. Utility corridors including power lines, gas lines, water lines and sewer lines must be protected. These corridors must be clearly marked before felling starts. The District will not be liable for damage to any utility owned improvements damaged by the Contractor.
- e. The Licensed Timber Operator (LTO) is responsible for avoiding impacts to cultural resources, according to California Forest Practices Rules.

The LTO or a designated representative may review the available data for this site by contacting the District RPF. During the performance of work under this contract, if previously unidentified archeological or historic sites are encountered, the Contractor shall discontinue work in the general area of the discovered sites and notify the District RPF immediately. Work shall be suspended in that area until appropriate action has been completed by the District RPF.

- f. The LTO is responsible for avoiding impacts to threatened and endangered species and species of concern, according to California Forest Practice Rules.

The LTO will consult with the District RPF for actions to be taken or avoided if such a species is encountered during completion of work under this contract.

- g. All coniferous stumps 12 inches in diameter and greater resulting from falling operations shall be treated with a Sporax product licensed with the California Department of Pesticide Regulations and in compliance with labeled direction within four hours of creating the stump for the purpose of controlling the spread of annosus root disease. Dead trees that have lost all their needles at the time of falling will not require the application of Sporax. Treatment will not be used within 25 feet of lakes, Class I or Class II watercourses as defined in the California Forest Practice Rules, or other areas where surface water is present. Sporax will not be applied in areas in which it might injure threatened or endangered species, as identified by the Contract Compliance Officer or District RPF.
- h. All skid trail locations shall be clearly designated ahead of falling operations. All trees then must be felled to the proper lead so that logs can be lined out without turning and damaging the ground and residual trees. In area of concentrated dead timber, stage felling may be required.
- i. Timber must be felled away from watercourses and lakes. Stump heights must be 8 inches or less on the high side, except where defect or embedded metal dictate otherwise for safety reasons. All timber felling must be confined to the contracted property unless written permission is obtained from the effected property owner to fell and skid timber on an adjoining property.
- j. District requires non-ground based harvesting on parcels where the slopes exceed 50%.  
No tractor roads will be permitted on slopes greater than 40%. All cable yarding operations shall be performed in compliance with the California Forest Practice Rules, Section 954.3.
- k. Bucking and limbing will normally be done before skidding in order to protect the residual stand. Standard product lengths should be the norm for bucking, and this must be accomplished before skidding.
- l. Skidding logs, tops, and slash must be accomplished with minimal damage to the residual stand. The slash and other unusable material may be chipped in place and scattered over the area.
- m. Pursuant to the California Forest Practice Rules for the High Use Southern District, slash treatment must be done concurrently with logging or road construction. Slash shall be treated by chipping or removal. The primary objective is fire hazard reduction therefore, the option to lop and scatter, must be approved by the District RPF. Slash treatment shall be 100 % complete within 200 feet of structures used for habitation and within 200 feet of the edge of any road accessible to the public and within 100 feet of trails established for and used by the public.
- n. The District RPF or designee will mark damaged green trees concurrently as the operation progresses. Damaged trees may include broken tops, skinups, and trees otherwise damaged to a point where removal is the best option. Removal of trees so marked must be accomplished before erosion control work would be compromised by this removal step.

## 7. Emergency Tree Removal

Emergency Tree Removal (ETR) is the cutting and removal of a tree that is deemed an immediate hazard to property and/or the public. An Emergency Tree is a tree(s) that is deemed an immediate hazard to property or the public. A Priority Tree is a tree which is not deemed an immediate threat but is too unstable to wait until the tree can be grouped into a Block Project for

removal.

**Emergency Tree:** When County Fire determines that a tree is an Emergency Tree, District shall send out a notification to bid on an ETR to three contractors (whenever possible) on the ETR list. A contractor who responds to an Emergency Tree shall respond within an hour and a half to the ETR notification. District reserves the right to accept the first vendor to respond to an ETR if the situation warrants an immediate response. The Contractor that is the lowest responding bidder to respond to the ETR request for bid will be given the work. The contractor who is awarded a contract shall have his work crew and equipment mobilized with three (3) hours of the authorization to proceed. The hazardous tree(s) shall be cut down or stabilized immediately and operations shall be completed within 48 hours unless special circumstances require additional time to remove the tree(s). Special circumstances for delay may be weather or equipment related and shall be approved by the District Contract Compliance Officer or District RPF.

**Priority Tree:** When County Fire determines a tree is a priority tree, the District will notify at a minimum of three contractors listed on the ETR list. The Contractors will have one day to respond to the Contract Compliance Officer or District RPF's call for a bid. The Contractor that is the lowest responding bidder to respond to the ETR request for bid will be given the work. The District reserves the right to extend the response period beyond one day if it is in the best interest of the District to do so. The selected Contractor will be required to be mobilized at the project location within three (3) hours of the notice to proceed and shall complete the mitigation of the hazard with 72 hours after given approval to proceed unless special circumstances require additional time to remove the tree(s). Special circumstances for delay may be weather or equipment related and shall be approved by the District Contract Compliance Officer or District RPF in advance. The priority trees shall be categorized in the following manner to make it easier for the Contractors to give the District a bid in a timely manner:

**Tree Type:**

- Category P: Pine Tree
- Category C: Cedar
- Category F: Fir
- Category O: Oak

**Diameter:**

- Category A: Trees with a breast height diameter of 0" to 24"
- Category B: Trees with a breast height diameter of 24" to 36"
- Category C: Trees with a breast height diameter of 36" or greater

**Access to property:**

- Category 1: Easy access to the property
- Category 2: Moderately difficult access to the property
- Category 3: Difficult access to the property
- Category 4: Special access problems on the property, making removal difficult

**Distance from structure or roadway:**

- Category 1: Tree is within 0' to 20' of a structure.
- Category 2: Tree is within 20-50' of a structure.
- Category 3: Tree is within 50'-80' of a structure.
- Category 4: tree is within 80' or greater from a structure.

**Sample of tree designation:** "C-A-2-2" this would be a Cedar tree that has a breast height from 0" to 24" with moderately difficult access and a structure within 10'-20'. The Contractor would bid accordingly. Contractors will also be given the location of the Priority Tree so the

contractor may assess the tree prior to the preparation of the bid.

If the Contractor designated as the apparent low bidder, and while in the field evaluating the ETR, if the Contractor chooses to opt out of the bid, then the next available Contractor shall be notified.

8. Contract Period and Liquidated Damages

Once a contract has been signed by all parties, a Notice to Proceed shall be presented to the Contractor, notifying the Contractor that work may begin on the project. The Contractor shall begin work within 10 working days after the Notice to Proceed. The first Working Day Designated will be the date of the Notice to Proceed or the date of the beginning work, whichever is later. In no case will the First Working Day Designated be later than 10 working days after the Notice to Proceed. The Contractor shall diligently prosecute the work to completion before the expiration of the designated Working Days as, specified in the Bid Documents, after the First Working Day Designated.

The Contractor shall pay the District a sum of money as specified in the Bid Document for each and every calendar day's delay in finishing the work in excess of the number or working days prescribed in the contract. The Contractor may receive a written waiver from the District if the delay is beyond the Contractors control.

9. Subcontracting

The Contractor shall provide a list of all Subcontractors to be used on the attached form (Attachment A-4). In addition, upon submission of a bid packet for any project put forth by the District, Contractor shall name all Subcontractors on the form provided with the bid packet and provide an updated copy of all proof of insurance coverage documents required by Section VI, B, "Indemnification and Insurance Requirements". No Subcontractor may be substituted without the written approval of District.

The Contractor agrees to require all parties or Subcontractors, including others it hires or contracts with related to the performance of its contracts with the District to provide insurance covering the contracted operation with the basic requirements and the insurance specifications for all contracts as delineated herein, (including waiver of subrogation rights) and naming the District as additional insured. The Contractor agrees to monitor and review all such coverage and assume all responsibility ensuring that such coverage is provided as required in Section VI, B, "Indemnification and Insurance Requirements".

10. Weekly Certified Payroll

Certified payroll records may be required to be submitted weekly to the program officer during the term of the project. Payroll violations are required to be reported to the state and/or federal government.

**B. Service Requirements.**

1. The price bid on a Request for Bid, **at the time the job is scheduled for performance**, shall include all labor, equipment, services, materials and supplies, licenses and permits required to perform Contractor obligations under an accepted job assignment.
2. All equipment shall be of good commercial quality, in good working order, and meet CAL-OSHA safety, and insurance certification requirements; Vehicle Code and air quality regulations, and is subject to District approval.
3. All equipment shall arrive at the jobsite, safety inspected, in good working order and ready to perform.
4. All tree removal equipment and vehicles must be serviced in areas where the waste products can

be transferred to containers and disposed of in accordance with all standard operating procedures. Filters and waste oil must be disposed of at appropriate disposal sites. All garbage and litter must be cleaned up and taken to a disposal site.

5. Contractor's employees, agents, or representatives, charged with performing Contractor obligations under an accepted job assignment:
  - a. Must be trained in their assigned tasks and in the operation and safe handling of the required equipment.
  - b. Must wear safety and protective gear according to CAL-OSHA standards and any applicable laws.
  - c. Shall comply with the California Public Resources Code, including, but not limited to, Sections 4427, 4428, 4442, and 4443 safety requirements related to spark arrestors and firefighting equipment.
  - d. Must restrict smoking to roads and landings.
6. Contractor shall obtain and maintain at all times during the performance of services, all permits and licenses applicable to the work being performed. Work performed for the District shall be in a good and professional manner, subject to the reasonable satisfaction of the District, and subject to the provisions herein.
7. Contractors shall be responsible for all required traffic control, including, but not limited to: signs; flagging; arrow/message boards; equipment crossings; and supervision of Contractor's personnel.
8. Contractor shall submit all necessary daily road closure permits to the Hazardous Tree Removal Operations office.
9. Contractors in default or not in good standing of their Contract or an accepted job assignment, as determined by the District, may:
  - a. Be disallowed from bidding on subsequent job assignments for a period of time.
  - b. Have award of other accepted job assignments revoked.
  - c. Have the Tree Removal Contract cancelled.
  - d. Be removed from the Tree Removal/Fuels Reduction Vendors List.

- C. Payment Information.** Applicants must complete and sign the Tree Removal/Fuels Reduction Service Schedule form (ATTACHMENT A2 and A3), designating the types of service and areas for which service will be provided for the term of the RFQ.

At the time a job is scheduled for performance, notification of a Request for Bid will be sent via fax to the applicable Vendors on the Tree Removal/Fuels Reduction Vendors List for the service. At that time, the bid package (including maps) will be available for pick up at the Hazardous Tree Removal Operations office, job walks shall be scheduled as needed, and service pricing requested for the specific project. The successful bidder will be awarded a contract.

1. Payments. Standard payment terms shall be a minimum of Net 30 days, upon receipt of invoice, however prompt payment cash discount terms will be accepted and evaluated. Applicant shall indicate any prompt payment cash discounts on the Tree Removal/Fuels Reduction Service Schedule (ATTACHMENT A2 and A3). **No late penalties will be charged or paid on payments that exceed this 30-day minimum.**

The District reserves the right to hold in retention up to 20% of the total value of work performed. The actual required retention amount shall be established at the time of contract award.

Ten percent of the contract amount will be held for 35 days following completion of the project. Contractor shall invoice District for release of the retained amount.

The District shall not retain any monies due the Contractor if unconditional releases and waivers from all subcontractors and a certification from the Contractor stating that said subcontractors are the only subcontractors performing work on the project are submitted upon invoice.

The District provides for direct deposit of funds for Vendor payments. In order to participate, a Direct Deposit Agreement must be completed and forwarded to the District's Auditor/Controller-Recorder Department (see Attachment A – 8 for instructions and form).

2. Beginning of work and time of completion. The Contractor shall begin work within the timeframe specified on the Request for Bid and shall diligently prosecute the work to completion before the expiration of the time limit specified after the first working day in the Request for Bid.
3. Contractor is responsible for developing an inventory and assessment of the number of dead, dying and diseased trees within the bid project area. The total number of trees removed must be reported and stated on the invoice submitted to the District along with photographic documentation.
4. Contractor is responsible for developing an assessment of the number of the acres treated within the bid project area. The total percentage of acres treated must be reported and stated on each invoice submitted to the District.
5. Contractor is responsible for reporting the number of employees hours worked. At minimum the report shall include the employee name, employment status (full time, part time, temporary), job title, nature of work performed, days works, hours per day and total hours compensated. Reporting is for Contractor and any Subcontractor performing work on a contracted project.
6. Progress payments are permissible on Fuels Reduction and Large Parcel projects. Contractor shall request a progress inspection with District RPF or Contract Compliance Officer assigned to the project. If the District approves of the work to date, a progress invoice may be submitted for payment. Inspection requests are due by the first (1<sup>st</sup>) of the month and subsequent invoices are due by the tenth (10<sup>th</sup>) of the month.
7. Contractor shall provide to the District upon invoice:
  - a. Unconditional release and waivers upon final payment (or conditional release and waivers upon progress payments) from all subcontractors on an accepted job assignment.
  - b. Before and after photographs of an accepted job assignment, which includes the time and date the pictures were taken, and property address of Assessor's parcel number represented. Photographs become the property of the District upon submission.
  - c. Tree counts of trees felled on project site minus the total tree count for project on progress invoices with a completed total for the final invoice.
  - d. Completion and submission of report of employee hours worked for Contractor and Subcontractor.

**D. District Reserves the Right:**

1. To terminate this agreement with or without cause as provided in the attached contract templates (Attachments B1 to B3).
2. To invoice Contractor for all costs incurred by the District, including assessed fines and or penalties, for Contractor's incorrect or late performance, or non-performance of obligations, under an accepted job assignment. These costs may be offset from any amounts due the Contractor under this Agreement or otherwise.

3. To select another bidder should the original award winner, for any reason, be unable to perform on, or is dismissed from, an existing accepted job assignment.
4. To shut down tree removal operations if the District's Contract Compliance Officer or District RPF determines that fire conditions or the ability to respond to fires is degraded.
5. To shut down tree removal operations in the event of a safety violation, including unauthorized persons entering the work area.
6. To require payment of prevailing wages if required by law.
7. To require the provision of certified payroll upon invoice.
8. To apply a five percent (5%) local preference when awarding contracts.
9. To require Contractor to agree to indemnify, defend and hold harmless the Property Owner from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement; and to add Property Owner as an additional named insured on all Contractor's insurance, except for the Workers' Compensation, and Errors and Omissions and Professional Liability, policies.
10. To reject any and all bids.

**E. Notice of Cancellation.** The District reserves the right to disqualify Vendors from bidding, thereby removing them from the Tree Removal Vendor List in the event the Contractor does not start assigned jobs within a reasonable time, takes excessive time to complete a job, does not perform services on any particular job in compliance with California Forest Practice Rules or the approved site plan, fails to maintain coverage of required insurances, fails to maintain required licensure, and/or fails to comply with any other term(s) of this RFQ.

**F. Award of Contract.** While cost is significant, award of contract will be based upon meeting the needs of the District. At a minimum, award will be based upon the following criteria:

1. Bid Price.
2. Local Preference.
3. Ability to meet bonding and insurance requirements.
4. Performance on all active and completed projects.
5. Inclusion of all proposed subcontractors in the bid forms.
6. Familiarity with project location.
7. Ability to start and finish the work in a timely manner.

The Contractor's ability to start and finish work in a timely manner is also a factor in bid evaluation and subsequent award.

The District will require a Work Management Plan be submitted by the apparent lowest responsive bidder when said Bidder has:

- Two (2) or more active projects that are less than 90% complete, or
- Outstanding work totaling more than \$250,000.

The Work Management Plan shall be submitted by the Contractor within five (5) working days of being notified that they are the apparent low bidder and shall include the following:

- i. Project statuses.
- ii. Details of outstanding and planned work, including start and completion dates and planned coordination of company's work crews.
- iii. Planned use of subcontractors.

- iv. Pertinent time related issues beyond the control of Contractor, e.g., delays due to weather and property owner coordination and limited operating period (LOP).
- v. Any special circumstances and/or controlling items of work.

The District shall then review the plan for soundness and accept or reject the plan as sufficient evidence that the Contractor can complete the work in a timely manner.

NOTE: The Work Management Plan shall also be used to evaluate Contractor's performance and may be an evaluation factor in the award of future contracts.

#### IV. APPLICATION SUBMISSION

- A. Participation.** All interested and qualified tree removal providers are invited to participate in this RFQ. Submission of an application serves as agreement that the Applicant has read and understands this entire RFQ, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFQ have been satisfied.
- B. Application Format and Presentation.** Applications must be submitted in the format described in this RFQ and prepared in such a way as to provide a straightforward, concise description of ability to satisfy the requirements of this RFQ. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.
  - 1. Complete. Applications must be complete in all respects as required in this section. An application may not be considered if it is conditional or incomplete.
  - 2. Property of District. All applications and materials submitted become the property of the District and are subject to the "California Public Records Act".
  - 3. Deadline. In order to be qualified for the initial contract list, applications must be received no later than **2:00 PM** on May 11, 2010, for any submittals thereafter the **deadlines are as specified in Section I, G.** Applications must be delivered to:

**San Bernardino County Flood Control District  
Hazardous Tree Removal Operations Division  
ATTN: Gregory E. Saul, Division Chief  
PO Box 2232, Running Springs, CA 92382-2232  
or  
301 S. State Hwy. 173, Lake Arrowhead, CA 92352**

- 4. Presentation.
  - a. An original and five (5) bound copies of the written application are required.
  - b. The package containing the original and copies must be sealed and marked with the Applicant's name, address, and marked "CONFIDENTIAL – RFQ TREE REMOVAL/FUELS REDUCTION SERVICES".
  - c. Applications must be in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by person signing the application. **Please identify all attachments, literature and samples, etc., with your firm name and RFQ Tree Removal/ Fuels Reduction Services.**
  - d. Applications must be verified before submission as they cannot be withdrawn or corrected after being opened. The District will not be responsible for errors or omissions on the part of Applicants in preparing their applications. A responsible officer or employee must sign applications.

5. **Format.** Response to this RFQ (Applications) must be submitted in the following format (please see Section VII, Application Package Checklist):
  - a. **Cover Page** The cover page should be a letter, on company letterhead, signed by a duly authorized officer, employee, or agent of the organization/firm submitting the application that must include the following information:
    - i. A statement that the application is submitted in response to the RFQ Tree Removal/Fuels Reduction Services.
    - ii. A statement indicating which individuals, by name, title, address, and telephone number are authorized to pick up and submit bids, and to negotiate and sign contracts with the District on behalf of the organization/firm.
    - iii. The names, addresses, and telephone numbers of 3 business references (those for whom you have performed work).
    - iv. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit applications and sign contracts on behalf of the organization/firm.
    - v. A copy of a valid business license (or other proof of valid business) in the name of the Applicant.
    - vi. A copy of the Tree Service License in the name of the operator as employee with the company.
  - b. **Tree Removal/Fuels Reduction Service Application Package** cover page (ATTACHMENT A1).
  - c. **Tree Removal/Fuels Reduction Service Schedule** (ATTACHMENT A2 and A3), completed and signed.
    - 1) Applicants must explain any assumptions and/or constraints.
    - 2) Applicants must explain any additional charges and/or fees in the application.
    - 3) Applicants must explain any prompt payment cash discounts.
  - d. **Subcontractor list** (Attachment A-4)
  - e. **List of Former County/District Officials** (Attachment A-5)
  - f. **County Advisory** (Attachment A-6)
  - g. **Local Preference** (Attachment A-7)
  - h. **Vendor Direct Deposit** (Attachment A-8)

## V. APPLICATION EVALUATION AND SELECTION

**A. Evaluation Process.** All applications will be subject to a standard review process developed by the District. A primary consideration shall be the effectiveness of the Applicant in the delivery of comparable or related services based on demonstrated performance as determined by reference checks and other information in the possession of or accessible to the District. The evaluation will be based on the written application as submitted, but may include a site visit to the Applicant.

### B. Evaluation Criteria.

1. **Initial Review.** All applications will be initially evaluated to determine if they meet the following requirements:
  - a. Minimum Applicant Requirements as outlined in Section I, C of this RFQ.
  - b. Complete application, compliant with all the requirements of Section IV, B of this RFQ.Failure to meet all of these requirements may result in a rejected application. No application shall be

rejected, however, if it contains a minor irregularity, defect or variation, or if the irregularity, defect or variation is considered by the District to be immaterial or inconsequential. In such cases, the Applicant will be notified of the deficiency in the application and given an opportunity to correct the irregularity, defect or variation or the District may elect to waive the deficiency and accept the application.

2. Technical Review. Applications meeting the above requirements will be evaluated on the basis of the following criteria:
  - a. Ability to provide services noted in the Tree Removal/Fuels Reduction Service Schedule (ATTACHMENT A2 and A3) to a wide area and in a timely manner. This includes, but is not limited to, providing sufficient personnel, required licenses, permits, and equipment.
  - b. Services must meet specifications identified in Section III of this RFQ and on the Tree Removal/Fuels Reduction Service Schedule (ATTACHMENT A2 and A3).
3. Award of Contract. Applicants found to have met the requirements in the Initial Review and Technical Review process will be placed on the "List of Vendors" to provide the services described in this RFQ. Award of a Contract will be based on a competitive selection of responsive, responsible bids received in response to a Request for Bid and may or may not be on an all or nothing basis. The District reserves the option to make award(s) as it deems to be in the best interest of the District.

The contents of the application and Request for Bid response of the successful Vendor will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

- C. **Procedural and Award Disputes**. In the event a dispute arises concerning the application process prior to award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Flood Control Engineer or designee, within ten (10) calendar days of notification of non-selection on the "List of Vendors".

Grounds for a protest are that the District failed to follow the selection procedures and adhere to requirements specified in the RFQ or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Protests will not be accepted on any other grounds.

The Flood Control Engineer or designee shall consider the request and respond in writing within ten (10) calendar days of receipt of request, or as soon thereafter as such response can be developed, advising of the decision with regard to the protest and the basis for the decision.

All protests must be submitted to:

**San Bernardino County Flood Control District**  
**ATTN: Flood Control Engineer**  
**RFQ Tree Removal Services**  
**825 East Third Street**  
**San Bernardino, California 92415-0835**

- D. **Disqualification or Determination of Non-Responsibility**. In the event District staff determines an Applicant or a Contractor is non-responsible or should be disqualified from performing tree removal services for the District, the Flood Control Engineer will appoint a panel to provide an informal hearing to the Applicant or Contractor. The panel will hear testimony and review documents, make findings of fact and recommendation(s) to the Flood Control Engineer regarding the disqualification or non-responsibility of the Applicant or Contractor. The Flood Control Engineer

may accept, reject or modify the findings of the panel and take appropriate action with respect to the Applicant or Contractor and its status.

- E. Misrepresentations.** If in the course of the RFQ process or in the administration of a resulting Contract, the District determines that Vendor or Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the District, Applicant may be terminated from the RFQ process or, in the event a contract has been awarded, the Contract may be immediately terminated, and Vendor removed from the Tree Removal/Fuels Reduction Vendors List.

In the event of a termination under this provision, the District is entitled to pursue any available legal remedies.

## **VI. GENERAL AGREEMENT TERMS**

### **A. Contract Requirements**

1. See attached Block, Fuels Reduction, and Emergency Tree Removal contract templates to review all contract requirements (See Attachments B1 to B3). In particular, please note the following grant requirements:

- a. Compliance with Applicable Grant Terms and Conditions. Contractor recognizes that the work described in the RFQ and the agreement is paid, in whole or in part, from funds awarded to County Fire by the United States. Contractor agrees to comply with all applicable terms and conditions imposed by the United States on Contractor as result of the award of funds. Copies of award documents are on file at the District address noted in Section I., Paragraph D. of the RFQ.

- b. AMERICAN RECOVERY AND REINVESTMENT ACT FUNDING (ARRA)

Use of ARRA Funds and Requirements. This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the District for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact the District contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the District may fulfill any reporting requirements it

has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the District pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract. Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Contractor must contact the District with any questions regarding registration requirements.

Schedule of Expenditure of Federal Awards. In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c). In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds. Contractor may be required to provide detailed information regarding expenditures so that the District may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the District pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

2. The provisions identified below are also applicable to Proposer's participation in this RFQ:
  - a. Conflict of Interest. Proposer shall make all reasonable efforts to ensure that no District officer or employee, whose position in the District enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Proposer or officer or employee of the Proposer.
  - b. Former County/District Officials. Contractor must provide information on former County of San Bernardino/District Administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former County/District Administrative Officials who terminated County/District employment within the last five years and who are now officers, principals, partners, associates or members of the business. This information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "County/District Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.  
  
Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.
  - c. Inaccuracies or Misrepresentations. If in the course of the RFQ process or in the administration of a resulting Contract, the District determines that Contractor has made

a material misstatement or misrepresentation or that materially inaccurate information has been provided to the District, Contractor may be terminated from the RFQ process or in the event a Agreement has been awarded, the Agreement may be immediately terminated and the Vendor removed from the Vendor List.

In the event of a termination under this provision, the District is entitled to pursue any available legal remedies.

- d. Improper Consideration. Applicant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the District in an attempt to secure favorable treatment regarding the award of this proposal.

The District, by written notice, may immediately terminate any Contract resulting from this proposal process if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the District with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Applicant shall immediately report any attempt by a District officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Applicant. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the District is entitled to pursue any available legal remedies.

- e. Disclosure of Criminal and Civil Proceedings. The District reserves the right to request the information described herein from the Applicant selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Applicant. The District also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Applicant also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award or contract.

The selected applicant may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Applicant will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Applicant may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Applicant will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision, "key employees" includes any individuals providing direct service to the District. "Key employees" do not include clerical personnel providing service at the firm's office or locations.

- f. Environmental Requirements. In accordance with County Policy 11-10, the District prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The District requires Contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the District. The policy also requires Contractors to use both sides of paper sheets for reports submitted to the District whenever practicable. Although the District has not committed to allowing a cost preference, if two products are equivalent and the cost is feasible the environmentally preferable product would be selected. The intent is to utilize Contractors that reduce environmental impacts in their production and distribution systems whenever fiscally practicable. To assist the District in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB939), Contractor must be able to annually report the District's environmentally preferable purchases using ATTACHMENT A-9. Service providers are also asked to report on environmentally preferable goods and materials used in the provision of their service to the District.

**VII. APPLICATION PACKAGE**

| <b>Item</b> | <b>APPLICATION Checklist Description</b> as per Sec. IV, B, 5a, Page 16 | <b>Included</b> |
|-------------|---|-----------------|
| 1           | Cover Page with copy of Business License and Insurance Certificates     |                 |
| 2           | Tree Removal Service Application Package cover page (ATTACHMENT A-1)    |                 |
| 3           | Tree Removal Service Schedule (ATTACHMENT A-2 and A-3)                  |                 |
| 4           | Subcontractor list (ATTACHMENT A-4)                                     |                 |
| 5           | List of Former County/District Officials (ATTACHMENT A-5)               |                 |
| 6           | District Vendor Advisory (ATTACHMENT A-6)                               |                 |
| 7           | Local Preference (ATTACHMENT A-7)                                       |                 |
| 8           | Vendor Direct Deposit (ATTACHMENT A-8)                                  |                 |
| 9           | Environmentally Preferable Purchases (ATTACHMENT A-9)                   |                 |

Applicant must submit an original and five (5) bound copies of the response to the request for qualifications (as per Sec. IV, B, 4a).

**\*\*\* END OF THIS SECTION \*\*\***



# TREE REMOVAL/FUELS REDUCTION SERVICE SCHEDULE

Type or write "X" in the applicable boxes specifying the services and areas for which Vendor is willing to bid as jobs are scheduled.

|                       | <b>Fuels Reduction &amp; Large Parcels</b><br>Minimum License Required:<br>LTO A        | <b>Residential Blocks</b><br>Minimum License Required:<br>California Contractor's License<br>C61/D49, Limited TO B | <b>Emergency 24-Hour Removals</b><br>Either LTO A, Limited Timber Operator B, or California Contractor's License C61/D49 |
|-----------------------|---|--|--|
| A<br>R<br>E<br>A<br>S | <b>Big Bear</b><br>(City of Big Bear Lake, Fawnskin, Sugar Loaf, Erwin Lake, Moonridge) |  |  |
|                       | <b>Crestline</b><br>(Lake Gregory, San Moritz, Valley of Enchantment)                   |  |  |
|                       | <b>Forest Falls / Angeles Oaks</b>  |  |  |
|                       | <b>Front Country</b>  |  |  |
|                       | <b>Lake Arrowhead</b><br>(Twin Peaks, Rim Forest, Agua Fria)                            |  |  |
|                       | <b>Lytle Creek</b>  |  |  |
|                       | <b>Mt. Baldy</b>  |  |  |
|                       | <b>Pinon Mesa / Oak Hills / Lucerne Valley</b>  |  |  |
|                       | <b>Oak Glen</b>   |  |  |
|                       | <b>Running Springs</b><br>(Arrowbear, Green Valley Lake, Fredalba, Smiley Park)         |  |  |
| <b>Wrightwood</b>     |   |  |  |

**Explanations:**

*Authorized Signature*

*Print Name*

*Date*

# TREE REMOVAL/FUELS REDUCTION SERVICE SCHEDULE

Type or write current rates charged in whole dollar amounts in the applicable boxes specifying the services and equipment owned by Vendor that Vendor owns/has available for bid projects, as well as for an on-call emergency basis.

|  |  | Regular | On-Call |  |  | Explanations |
|--|--|---------|---------|--|--|--------------|
| <b>S<br/>E<br/>R<br/>V<br/>I<br/>C<br/>E<br/>S</b> | Regular Size Skidder w/out Operator                      | \$      | \$      |  |  |              |
|  | Skid Steer/Mini Skidder w/out Operator                   | \$      | \$      |  |  |              |
|  | Skid Steer/Mini Skidder w/Brush Rake w/out Operator      | \$      | \$      |  |  |              |
|  | Skid Steer/Mini Skidder w/Masticator Head w/out Operator | \$      | \$      |  |  |              |
|  | Roll Off Truck w/Driver                                  | \$      | \$      |  |  |              |
|  | Log Truck w/Driver                                       | \$      | \$      |  |  |              |
|  | Crane  | \$      | \$      |  |  |              |
|  | Timber Faller w/Saw                                      | \$      | \$      |  |  |              |
|  | Climber w/Gear   | \$      | \$      |  |  |              |
|  | Laborer  | \$      | \$      |  |  |              |
|  | Chipper  | \$      | \$      |  |  |              |
|  | Whole Log Chipper – 8” to 11.9”                          | \$      | \$      |  |  |              |
|  | Whole Log Chipper – 12” to 14.9”                         | \$      | \$      |  |  |              |
|  | Whole Log Chipper – 15” to 20”                           | \$      | \$      |  |  |              |

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

# TREE REMOVAL/FUELS REDUCTION SERVICE SCHEDULE

Please complete this form, attaching documentation and additional sheets, as needed.

1. Please list certifications related to the work required for this RFQ and maintained by your company. Include a copy of a current State Contractor's License and or Tree Service License (Sec. I, C1), as applicable to the service provided.
2. Please give up to 3 significant incident histories of work, similar to that required for this RFQ, performed by your company, include incident locations, circumstances, dates and times, remedies, and costs.
3. Please list available personnel able to perform work required for this RFQ, include applicable training, licensing, and certifications.
4. Please provide information regarding the bonding of your company, including the bonding company and applicable limits.

---

*Authorized Signer*

---

*Print Name*

---

*Date*

# SUBCONTRACTOR LIST

Name: \*\* \_\_\_\_\_ Fed. ID: \_\_\_\_\_ Item(s) #: \_\_\_\_\_

Business Location: \*\* \_\_\_\_\_ % (s): \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Amount: \$ \_\_\_\_\_

License #: \_\_\_\_\_ Description of Work: \_\_\_\_\_

---

Name: \*\* \_\_\_\_\_ Fed. ID: \_\_\_\_\_ Item(s) #: \_\_\_\_\_

Business Location: \*\* \_\_\_\_\_ % (s): \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Amount: \$ \_\_\_\_\_

License #: \_\_\_\_\_ Description of Work: \_\_\_\_\_

---

Name: \*\* \_\_\_\_\_ Fed. ID: \_\_\_\_\_ Item(s) #: \_\_\_\_\_

Business Location: \*\* \_\_\_\_\_ % (s): \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Amount: \$ \_\_\_\_\_

License #: \_\_\_\_\_ Description of Work: \_\_\_\_\_

---

Name: \*\* \_\_\_\_\_ Fed. ID: \_\_\_\_\_ Item(s) #: \_\_\_\_\_

Business Location: \*\* \_\_\_\_\_ % (s): \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Amount: \$ \_\_\_\_\_

License #: \_\_\_\_\_ Description of Work: \_\_\_\_\_

---

Name: \*\* \_\_\_\_\_ Fed. ID: \_\_\_\_\_ Item(s) #: \_\_\_\_\_

Business Location: \*\* \_\_\_\_\_ % (s): \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Amount: \$ \_\_\_\_\_

License #: \_\_\_\_\_ Description of Work: \_\_\_\_\_

---

**\*\* Name and Business Location are required.**

(Make additional copies of this form if needed)

# LIST OF FORMER COUNTY/DISTRICT OFFICIALS

**INSTRUCTIONS:** List the full name of the former County/District Administrative Official, the title/description of the Official's last position with the County/District, the date the Official terminated County/District employment, the Official's current employment and/or representative capacity with the Contractor, the date the Official entered Contractor's employment and/or representation.

**OFFICIAL'S NAME:**

**REQUIRED INFORMATION**

*Authorized*  
*Signer* \_\_\_\_\_ *Date* \_\_\_\_\_  
*Print*  
*Name* \_\_\_\_\_

# DEPARTMENT OF PUBLIC WORKS

HAZARDOUS TREE REMOVAL OPERATIONS

COUNTY OF SAN BERNARDINO  
PUBLIC AND SUPPORT  
SERVICES GROUP



Physical Address: 301 S. State Hwy 173 • Lake Arrowhead, CA  
Mailing Address: PO Box 2232 • Running Springs, CA 92382-2232  
Phone: (909) 336-7080 • Fax: (909) 337-1253

GRANVILLE M. "BOW" BOWMAN, P.E.  
Director of Public Works



ATTACHMENT A – 6

*INTENTIONALLY OMITTED*

## LOCAL PREFERENCE

The County of San Bernardino has adopted a preference for vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods or supplies.

For purposes of the application of the local preference policy (County Policy 11-12), “principal place of business” is defined as the vendor’s main office (or headquarters) or a major regional office. A “major regional office” is defined as a business location apart from the vendor’s main office (or headquarters) which:

- Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an RFP/RFQ/Quote for any contract, agreement, or purchase order to which it responds; and
- Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six months; and
- Has a minimum of twenty-five percent (25%) of the vendor’s full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County’s Local Preference Policy means for example, if two Vendors are responding to this RFQ and if quality, service and ability to meet the District’s needs are equal, District staff must determine if one of the Vendors is a local vendor. If one of the Vendors is a local vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other vendor’s quoted price or cost, unless it is determined that an exemption applies, staff may recommend the local vendor for the contract award.

Please complete the following information so that we may determine your status within the County:

Is the business address listed in this RFQ your principal place of business (i.e. your company’s main office)?

Yes  No

Is this address for a regional office? Yes  No

If yes, what percentage of your company’s overall work is performed at your regional office? \_\_\_\_\_ %

How long has your company maintained an office in San Bernardino County?

Since \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

VENDOR DIRECT DEPOSIT AGREEMENT  
FORM INSTRUCTIONS



COUNTY OF SAN BERNARDINO

Purpose of Form

This form will register your organization for automated electronic payments. Instead of creating a paper warrant, the County will make direct deposits to your organization's designated checking account (saving accounts cannot be used). Please note that the e-mailed payment information (remittance advice) will be sent out separately from the electronic payment and in most instances will arrive ahead of the direct deposit.

Effective Aug. 1, 2007, vendors who have new or amended County contracts are required to accept all payments from the County via electronic funds transfer (EFT.)

For direct deposits from the County of San Bernardino, your organization or the person authorized by your organization must have an e-mail address where remittance advice information will be sent. County contractors must maintain continued enrollment in order to remain eligible. Vendors without contracts may cancel direct deposit authorization at any time by providing written notification to the County at the address below.

Auditor/Controller-Recorder's Office  
Accounts Payable  
222 Hospitality Lane, 4<sup>th</sup> Floor  
San Bernardino, CA 92415-0018

Instructions for Vendor Direct Deposit Agreement (form on next page)

1. Enter the e-mail address(es) where remittance advice information can be sent. Organizations receiving automated payments from San Bernardino County must have an e-mail address.
2. Fill in requested information (i.e. correct billing address, federal tax identification number, and banking data). The financial institution's ABA or routing number can be found on the bottom left section of your checks between these symbols  $\Psi$ : \_ \_ \_ \_ - \_ \_ \_ \_ \_  $\Psi$ : The bank account number can normally be found at the bottom of checks in the section on the right.
3. Enter the name and telephone number of someone in your organization that the County can call if we have questions about the information contained on the *Direct Deposit Agreement* form.
4. Tape a voided check on the account listed in the space provided. If one cannot be provided, banking information must be substantiated on the vendor's letterhead, signed by an individual of appropriate authority.
5. Complete the authorization section. A person authorized by the organization to approve deposits (credits), and/or corrections to the previous credits for the listed account must sign the "*Vendor Direct Deposit Agreement*" before direct deposits may begin.
6. For purposes of this RFQ, return original form with the Application. All subsequent correspondence should be forwarded to San Bernardino County Auditor-Controller/Recorder's Office Accounts Payable section at the address above.

Please inform the County of any changes in your banking information or e-mail address. Updates are essential to ensuring timely deposits and e-mail notifications.

If you have any questions about this form or our direct deposit system, please call us at 909-386-8803.



**County of San Bernardino  
FAS VENDOR DIRECT DEPOSIT AGREEMENT**

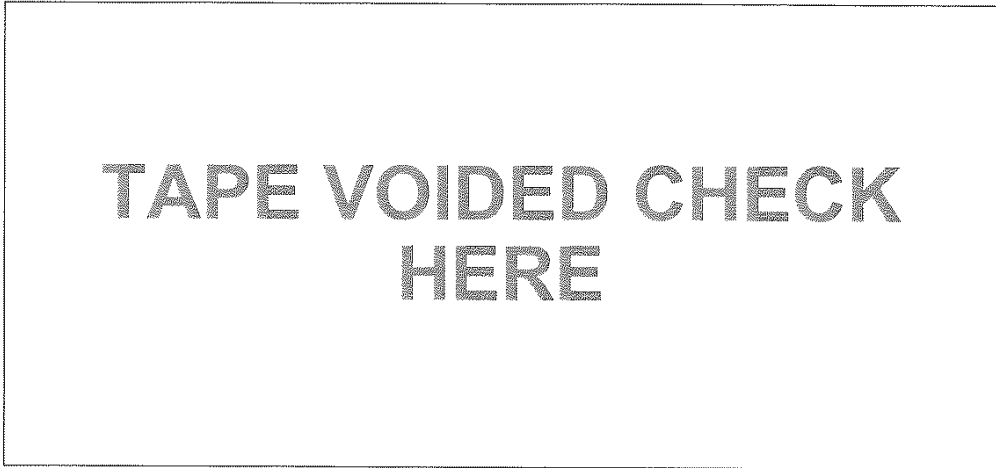
CHECK ONE:  New  Amended  Cancel

|                                |
|--------------------------------|
| E-mail Address(es) (MANDATORY) |
|--------------------------------|

| REMITTANCE ADDRESS                |       |     |
|-----------------------------------|-------|-----|
| Name                              |       |     |
| Address Line 1                    |       |     |
| Address Line 2                    |       |     |
| City                              | State | Zip |
| Federal Tax ID/ Social Security # |       |     |

| CHECKING ACCOUNT INFORMATION |                        |     |
|------------------------------|------------------------|-----|
| Bank Name                    | Acct Name (as on stmt) |     |
| Bank Address1                |                        |     |
| Bank Address2                |                        |     |
| City                         | State                  | Zip |
| ABA (Routing #)              | Account Number         |     |

|              |                     |
|--------------|---------------------|
| Contact Name | Telephone<br>(    ) |
|--------------|---------------------|



I am authorized by the organization listed above to approve deposits (credits) and/or corrections to the previous credits to the organization's account listed above. I hereby authorize the County of San Bernardino to initiate deposits (credits) and/or corrections to the previous credits to the financial institution indicated herein. The financial institution is authorized to credit and/or correct the amounts to this organization's account. This authority will remain in full force and effect until the County has received written notification from our organization in the form of a new Agreement, canceling this Agreement in such time and such manner as to afford the County and the depositor a reasonable opportunity to act on it. *(No mark outs or alterations to this paragraph will be accepted.)*

|              |         |                     |
|--------------|---------|---------------------|
| Name (Print) | Title   | Telephone<br>(    ) |
| Signature    | Company | Date                |

|             |
|-------------|
| Vendor Code |
|-------------|

Mail to: Auditor/Controller-Recorder  
Accounts Payable Section  
222 West Hospitality Lane  
San Bernardino, CA 92415-0018

| Office Use Only |      |          |      |
|-----------------|------|----------|------|
| Reviewed By     | Date | Keyed By | Date |
|                 |      |          |      |



| EXAMPLES OF GREEN ATTRIBUTES                | EXAMPLES OF CERTIFICATION AND/OR ACCREDITATION                   |
|---|--|
| Biobased                                    | Certified Approved Product (AP) Non-Toxic                        |
| Biodegradable                               | Ecologo Certified  |
| Carcinogen-free                             | Energy Star  |
| Chlorofluorocarbon (CFC)-free               | Electronic Product Environmental Assessment Tool (EPEAT) program |
| Compostable                                 | Forest Stewardship Council Certified                             |
| Energy efficiency                           | Green Seal Certified   |
| Lead-free                                   | Greenguard Certified   |
| Less hazardous                              | Scientific Certification Systems (SCS)                           |
| Low toxicity                                |  |
| Mercury-free                                |  |
| Persistent bioaccumulative toxin (PBT)-free |  |
| Rapidly renewable                           |  |
| Rechargeable                                |  |
| Recyclable                                  |  |
| Recycled content                            |  |
| Reduced greenhouse gas emissions            |  |
| Reduced packaging                           |  |
| Refill/refillable                           |  |
| Remanufactured/refurbished                  |  |
| Renewable materials                         |  |
| Responsible forestry                        |  |
| Upgradeable                                 |  |
| Water efficiency                            |  |