

UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

REQUEST FOR QUALIFICATIONS (RFQ No. 24-01)

RESPONSES DUE

by

3:00 p.m.

on

March 15, 2024

via email to

UMRWA

c/o: kkahling.landmark@outlook.com

E-mail Subject Line: "UMRWA RFQ No. 24-01 for Botanical Services"

UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

RFQ No. 24-01 for Forest Project Plan - Phase 1 Botanical Services

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ATTACHMENTS:

- EXHIBIT A** FOREST PROJECTS PLAN – PHASE 1 MAP
- EXHIBIT B** DRAFT CONSULTING SERVICES AGREEMENT

I. BACKGROUND

Under a Master Stewardship Agreement with the US Forest Service, the Upper Mokelumne River Watershed Authority (UMRWA) serves as the lead agency in implementing fuels treatment projects included in the NEPA/CEQA-cleared Forest Projects Plan – Phase 1. The Forest Projects Plan – Phase 1 is a 25,671-acre timber stand and wildlife habitat improvement and protection project located on lands administered by the Eldorado National Forest (ENF), Amador Ranger District, within the upper Mokelumne and South Fork American River watersheds. The project is designed to help prevent high-intensity, large-scale wildfires, improve forest conditions, and protect important wildlife habitat and other resources. Botanical surveys and non-commercial actions to reduce forest ladder fuels and implement other forest management activities are already in progress within portions of the project area.

UMRWA is a Joint Powers Authority comprised of six water agencies and three counties. The water agencies are Amador Water Agency, Calaveras County Water District, Calaveras Public Utility District, East Bay Municipal Utility District, Jackson Valley Irrigation District, and Alpine County Water Agency. Alpine, Amador, and Calaveras are the three counties. UMRWA was formed in 2000 to address then existing and emerging issues related to water quality, water supply, and the environment. The Authority's purposes are enhancing water supply, sustaining ecosystem health, improving wildfire fuels management, protecting water quality, and increasing the region's resilience to climate change. Over its 23-year existence, the Authority has facilitated community supported solutions to water and watershed issues. Since 2011 UMRWA has secured and administered more than \$40MM in state and federal grants for water and forest projects in the Upper Mokelumne watershed.

II. REQUEST FOR QUALIFICATIONS PROCEDURE

A. MINIMUM QUALIFICATIONS

1. Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFQ.
2. Proposer must demonstrate significant prior experience in providing the botanical services described in the Purpose and Work Scope below. Experience delivering those services on National Forest System lands is highly desirable.

B. PURPOSE AND WORK SCOPE

The purpose of this solicitation is to seek and retain one or more consulting firms to provide professional services to complete botanical field surveys, flag and document locations of special status plants and high-risk invasive weeds, compile field survey reports with maps, and potentially other botanical related tasks.

The selected Firm(s) will provide professional services to complete the required botanical field surveys prior to implementation of fuels reduction treatments in compliance with the NEPA Decision Memo for Forest Projects Plan (Phase 1) and Botanical Biological Evaluation for the Forest Projects Plan – Phase 1. The attached Project Area Map (Exhibit A) displays the geographic extent of possible work areas. This larger landscape has been divided into potential

project areas for which the described professional services may be required under one or more consulting services agreements (contracts) arising from this RFQ.

Specific work requirements shall be developed for inclusion in each individual contract. The Authority intends to award a contract(s) to the Proposer(s) it determines best meets the Authority's requirements.

C. CONTRACT TERMS

The draft UMRWA consulting services agreement is provided as Exhibit B to this Request for Qualifications. Firms should review the draft consulting services agreement provided as Exhibit B and identify in their Response any terms requiring clarification or for which the Firm is requesting a modification.

D. PROPOSER RESPONSE

1. Key Dates: Firms submitting proposals are advised of the key dates shown below.

RFQ Release	February 15, 2024
Questions to be Submitted	March 1, 2024
Response to Questions Issued	March 6, 2024
Response Submission	March 15, 2024 by 3:00 PM
Anticipated Initial Contract Award Date	April 26, 2024

2. Questions: Questions should be submitted in writing to kkahling.landmark@outlook.com by 3:00 PM, Friday, March 1, 2024. A Response to Questions will be distributed by March 6 to the interested botanical consulting firms. To receive the Response to Questions, please send an email to kkahling.landmark@outlook.com requesting to be included on the distribution list.

3. Response Submission Requirements: Responses to this RFQ should include all the information specified in this section, succinctly presented in a maximum of 12 pages. Additional information, including resumes not to exceed 3 pages each, should be provided in a separate appendix.

- a) **Firm's Qualifications and Experience**: Describe your firm and provide a statement of your firm's qualifications for performing the requested services. Provide a summary of your firm's experience in providing these or similar services. If any of the work is to be carried out by subcontractors, identify the subcontractor, and describe its experience in providing these or similar services.
- b) **Project Team**: Provide a summary of the role, qualifications, experience, and geographic location of key team members expected to work on the project. For each, specify which

firm they work for and the length of service with that firm. Identify the Firm Project Manager. Full resumes may be included in an appendix, but are not required.

- c) Cost Information: Provide the hourly rates of all team members, including subcontractors, if any. Also provide information on expenses or other direct costs that you anticipate needing. Please note that all travel costs will be subject to the terms identified in the draft consulting services agreement.
- d) References: Provide a minimum of three (3), and maximum of 5 (five), references for projects or services similar in nature and scope that your Firm's team members have completed in the last seven (7) years. Identify the role and responsibility of proposed team members in those projects. Include brief descriptions of the projects, dates, contact persons' names, email addresses, and telephone numbers.

E. RESPONSE SUBMITTAL

An electronic copy of the Firm's Response to this RFQ should be submitted by email to kkahling.landmark@outlook.com. Responses must be received by 3:00 PM, March 15, 2024.

F. EVALUATION OF RESPONSES

1. Responses to this RFQ will first be reviewed to verify that they meet the minimum qualifications. If a response is missing information, it may not be considered. UMRWA may request supplemental information. Interviews may be conducted.
2. Award of a contract resulting from this RFQ will be determined based on demonstrated competence and professional qualifications. UMRWA will rank the responses based on the following criteria:
 - (a) Demonstrated competence, including the Firm's experience with similar projects; the education and experience of key personnel; the longevity of the Firm and amount of staff turnover; and the nature and quality of the Firm's past completed work.
 - (b) Specialized qualifications for the services to be performed.
 - (c) Previous experience working on projects within US Forest Service jurisdiction. Experience working in the Central Sierra region would be a plus.
3. Following review and evaluation of the Responses, and if applicable, supplemental information and interviews, UMRWA will prepare a ranked list of the best qualified Firms. UMRWA will then attempt to negotiate the Initial Contract with the highest ranked Firm. If UMRWA cannot reach agreement with the highest ranked Firm, negotiation with that Firm will be terminated and negotiations will then proceed in the same manner with the other listed Firms in order of ranking.
4. The selected Firm will be hired under the Initial Contract to UMRWA. The selected Firm's negotiated compensation will be specified in the Firm's consulting services agreement with UMRWA.

5. UMRWA anticipates awarding additional botanical consulting services contracts within the next several years. The ranked list of best qualified Firms (as described in paragraph 3 above) will be utilized in the same manner as above to select a Firm (or Firms) to award a subsequent contract (contracts) to.

G. PROTESTS

Protests must be in writing and received no later than five (5) business days after the date the Authority issues the RFQ Evaluation Notification which will be sent by electronic mail to all Firms that submitted a Response. The Authority will reject the protest as untimely if it is received after this specified time frame. Protests, which shall contain a concise statement of the grounds for the protest, will be accepted from Responders or potential Responders only.

Written protests must be mailed, or hand delivered to UMRWA Secretary, 15083 Camanche Parkway South, Valley Springs, CA 95252. A facsimile or electronic mail submittal of an identical copy of the mailed or hand-delivered protest is allowed for notification purposes only.

H. PUBLIC INFORMATION

California Government Code Sections 6250 et seq., the California Public Records Act, provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure. Be advised that all information submitted in response to this RFQ and any contract that eventually arises from this RFQ is a public record in its entirety. By submitting materials, you are consenting to the release of such materials if requested under the Public Records Act.

EXHIBIT A

FOREST PROJECTS PLAN – PHASE 1 MAP

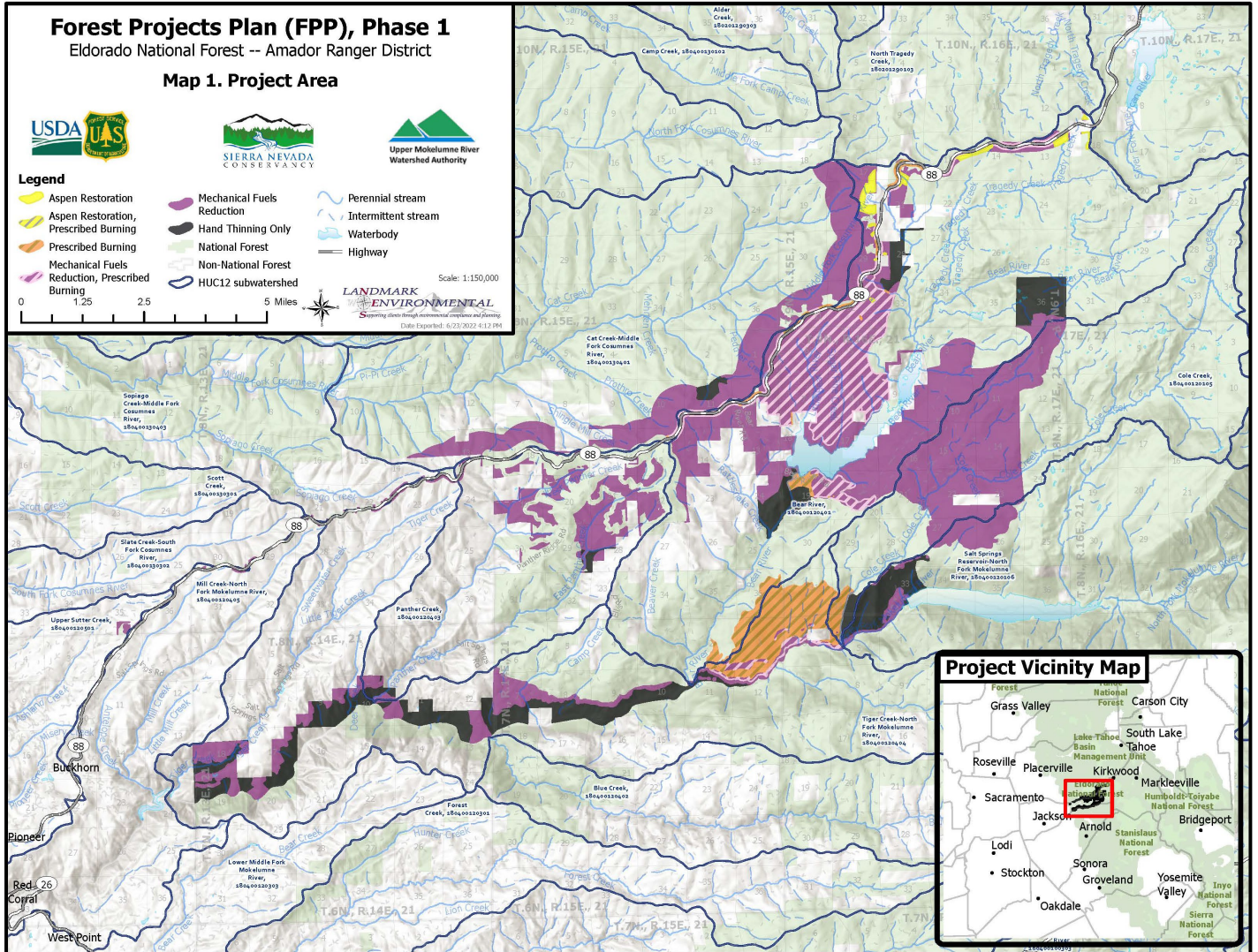


EXHIBIT B

UPPER MOKELUMNE RIVER WATERSHED AUTHORITY DRAFT CONSULTING SERVICES AGREEMENT - Botanical Services -

THIS CONSULTING SERVICES AGREEMENT (“Agreement” or “Contract”) is entered into as of _____, 2024 by and between the UPPER MOKELUMNE RIVER WATERSHED AUTHORITY, a joint powers agency formed pursuant to the laws of the State of California (“Authority”) and _____ (“Contractor”).

RECITALS

A. Authority desires to obtain professional services related to botanical surveys and associated documentation for projects within the Forest Projects Plan – Phase 1 project area located in the Amador Ranger District, Eldorado National Forest.

B. Contractor is in the business of providing professional services related to botanical surveys and associated documentation.

C. Authority desires to engage Contractor, and Contractor desires to be hired by Authority, to perform certain consultation services upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the performance of the covenants herein contained, the parties agree as follows:

1. SERVICES TO BE RENDERED BY CONTRACTOR.

1.1 Contractor shall perform all consulting tasks defined in Exhibit A, Scope of Work and Exhibit B, Budget, attached and incorporated by this reference (the “Work”). All services shall be rendered with the care and skill ordinarily used by members of Contractor’s profession practicing in this geographical region, and shall be in accordance with regulatory requirements of any state or federal agencies having jurisdiction over the subject matter of this Agreement. Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom and Authority shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation unless such deficiency is directly attributable to defects in information furnished by Authority.

1.2 Contractor is authorized to proceed with Work upon receipt of a Notice to Proceed and as directed by Authority. Upon receipt of the Notice to Proceed, Contractor agrees to commence performance forthwith and to timely complete the Work as mutually agreed and directed by Authority.

2. SERVICES TO BE RENDERED BY AUTHORITY. Authority agrees to make available to Contractor background and other data and information known to Authority and applicable to the Work.

3. CHANGES IN SCOPE OF SERVICES. Only the Authority’s Board of Directors or its designees have the

authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Contractor's or Authority's duties set forth herein. Adjustments in compensation shall be determined through negotiation between the parties to the Agreement. Contractor acknowledges that no Authority staff person or Authority officer other than the Board of Directors or its designees directly authorized to negotiate this Agreement, or any changes thereto have the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Directors or such designee shall be null and void.

4. TERM OF AGREEMENT; TERMINATION. This Agreement shall terminate automatically on successful completion of the Work, or on _____. Authority reserves the right to terminate this Agreement with or without cause on seven (7) days' written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services rendered in accordance with the terms and provisions of this Agreement up to the effective date of termination, up to the maximum fee prescribed for any task.
5. COMPENSATION TO CONTRACTOR. The Contractor shall submit monthly invoices indicating work completed and progress toward completion of each task. Invoices are to be sent electronically, in the form of a PDF file, to kkahling.landmark@outlook.com. Compensation to Contractor shall be paid on a TBD basis for actual acres completed, in performance of the Work. In no event shall compensation for completion of the Work exceed the Total Fee amount as set forth in Exhibit B, Budget, attached and incorporated by this reference. The Contractor may be compensated an Additional Fee for mutually agreed additional survey acres if and as provided in Exhibit B, Budget.
6. SUPERVISION OF THE WORK.
 - 6.1 Contractor shall be solely responsible for all methods, techniques, sequences, and procedures, and shall coordinate all portions of the Work. Authority shall deal only through Contractor, who shall be responsible for the proper execution of the entire Work.
 - 6.2 Contractor shall be responsible to Authority for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.
7. ASSIGNMENTS. Contractor may not assign, subcontract, or transfer its interest in this Agreement without the written consent of Authority.
8. CONTRACTOR NOT EMPLOYEE OF AUTHORITY. It is understood that Contractor is not acting hereunder as an employee of Authority but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of Authority. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in Authority. It is understood by both Contractor and Authority that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
9. LICENSES, ETC. Contractor represents to Authority that it or its principals have all licenses and qualifications, of whatsoever nature, that are legally required for Contractor to practice its profession and to perform the Work. Contractor agrees that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license that is legally required for Contractor or its principals to practice its profession and perform the Work. Contractor further agrees that any subcontractor engaged by Contractor to perform a portion of the Work shall similarly possess all licenses and qualifications of whatsoever nature that are legally required for the subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.

10. INSURANCE.

- 10.1 Contractor shall take out and maintain at all times during the performance of any work to be done under the terms of this Agreement a policy or policies of insurance as follows:
- 10.1.1 General Liability – Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: Premises, personal injury, products and completed operations, blanket contractual and independent contractor's liability.
- 10.1.2 Automobile Liability – Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage is required in the event motor vehicles are used by Contractor in the performance of the Agreement.
- 10.2 Contractor shall furnish a certificate of insurance and policy endorsements satisfactory to the Authority's Executive Officer as evidence that the insurance required above is being maintained. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide prior to said expiration date a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement or for a period of not less than one year.
- 10.3 Certificates of insurance must include the following provisions:
- 10.3.1 The insurer will not cancel the insurance coverage without 30 days prior written notice to the Authority; and
- 10.3.2 The Authority, its officers, officials, and employees are included as additional insured but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies *except* workers' compensation, employer's liability, and professional liability.
- 10.4 Contractor's commercial general and automobile liability insurance coverage shall be primary insurance as respects the Authority, its officers, officials, and employees. Any such insurance or self-insurance maintained by the Authority, its officers, officials, and employees shall be in excess of Contractor's insurance and shall not contribute with it.
- 10.5 Contractor shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Contractor shall also be responsible for payment of any self-insured retention. Any deductible or self-insured retention must be declared to, and approved by, Authority's Executive Officer prior to beginning the Work. In the event any deductible and/or self-insured retention is deemed unacceptable by Authority's Executive Officer, either (i) Contractor's insurer shall reduce or eliminate such deductible or self-insured retention as respects the Authority, its officers, officials, employees, representatives or agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to Authority's Executive Officer, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 10.6 Claims made policies: If any of the required policies provide coverage on a claims-made basis:
- 10.6.1 The retroactive date must be shown and must be before the date of the contract

or the beginning of the contract work.

10.6.2 Insurance must be maintained, and evidence of insurance must be provided for at least four (4) years after completion of the contract of work, provided such insurance is available in the marketplace and is economically feasible.

10.6.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of four (4) years after completion of contract work.

11. WORKERS’ COMPENSATION INSURANCE. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers’ Compensation Insurance. Contractor is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers’ compensation or to permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement.
12. OWNERSHIP OF DOCUMENTS. Contractor agrees to maintain in confidence and not disclose to any person or entity, without Authority’s prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of Authority. Contractor further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained hereunder by Contractor during the term of this Agreement, except as directed by Authority. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.
13. RETENTION OF RECORDS. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of Authority or as part of any audit of Authority for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.
14. INDEMNIFICATION. Contractor agrees to indemnify, defend (upon request of Authority) and hold harmless Authority and Authority’s agents, board members, elected and appointed officials and officers, employees, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney’s fees of Authority Counsel and counsel retained by Authority, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively “Claims”), to the extent caused or alleged to be caused by any negligent or willful error, act or omission of Contractor or Contractor’s officers, agents, employees, independent contractors, subcontractors, or authorized representatives, unless such Claim arises out of the negligence or willful misconduct of Authority or its agents or employees.
15. NON-DISCRIMINATION. Contractor agrees that, in the performance of services under this Agreement, Contractor will not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, sex, or national origin in any manner prohibited by Title VI of the Civil Rights Act of 1964 or any applicable State enactments, as said regulations may be amended.

16. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Contractor: TBD Botanical Consultants

To Authority: Upper Mokelumne River Watershed Authority
Richard Sykes, Executive Officer
15083 Camanche Parkway South
Valley Springs, CA 95252

With a copy to:

Gregory Gillott, Authority Counsel
810 Court Street
Jackson, CA 95642

The address to which notice shall or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party or the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

17. PROJECT PERSONNEL. Contractor shall not change key project personnel without advising the Authority.
18. CONFLICT OF INTEREST. Contractor represents that it presently has no interest and covenants that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of the Work. Contractor further agrees that in the event the Contractor hires anyone with a conflict during the performance of this Agreement proper precautions will be taken to segregate the work so that the person with the conflict has no knowledge of or influence over the performance of the work under our contract.
19. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
20. CONSTRUED PURSUANT TO CALIFORNIA LAW. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California.
21. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.
22. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
23. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. INFORMATION PROVIDED BY CONTRACTOR. Contractor shall be entitled to reasonably rely upon the information provided by Authority, Authority's representatives, or from generally accepted sources without independent verification except to the extent such verification is expressly included in the scope of services;

provided, however, that Authority reserves the right to require verification if Authority has good cause to believe that Contractor's sources are incorrect.

25. INVOICING AND PAYMENT. Contractor shall submit, as noted in paragraph 5 above, monthly invoices for work performed. With each invoice the Contractor will submit a Progress Report that indicates the budget status of each task. No retention shall be required. Payment of all undisputed charges shall be made by the Authority within 30 days of receipt of the invoice. Disputed charges, along with supporting documentation that demonstrates the reasonableness of the dispute, must be communicated to the Contractor within 30 days of receipt of the invoice. In the event payment for undisputed charges has not been made within 30 calendar days from the date of the invoice, Contractor may, giving 7 calendar days written notice and without penalty or liability of any nature, and without waiving any claim against Authority, suspend all or part of the services. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of 1.5 percent per month, not to exceed the maximum rate allowed by law, may be added to the unpaid balance of each invoice, after 90 calendar days from the date of the invoice.
26. EXECUTIVE ORDER N-6-22. Contractor agrees to comply with the Governor's Executive Order regarding economic sanctions imposed in response to Russia's actions in Ukraine. These include, but are not limited to, the federal executive orders identified in Executive Order N-6-22 and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions>).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

UPPER MOKELUMNE RIVER WATERSHED
AUTHORITY:

BY: _____
Richard Sykes, Executive Officer

CONTRACTOR:
TBD Botanical Consultants

BY: _____
Federal Tax I.D. No.:

Consulting Services Agreement

Botanical FPP-1

Typical Exhibits

Exhibit A – Scope of Work and Schedule

Exhibit B – Budget

Exhibit C – Project Maps

Exhibit D – Plant Lists (per USFS)

Exhibit E – Plant Occurrence Form

Exhibit F – Final Report Template