

**UPPER MOKELUMNE RIVER WATERSHED AUTHORITY**

**REQUEST FOR PROPOSAL (RFP)**

For Project Specific Questions, Please Contact:  
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**PROPOSALS DUE**

by

**3:00 p.m.**

on

**August 1, 2022**

via email to

**UMRWA**

c/o: [kkahling.landmark@outlook.com](mailto:kkahling.landmark@outlook.com)

E-mail Subject Line: "UMRWA RFP No. 22-02 FPP Phase 2  
Project Management and Environmental Planning Services"

# UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

RFP No. 22-02

for

Forest Projects Plan Phase 2 – Project Management and Environmental Planning Services

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### ATTACHMENTS:

- EXHIBIT A. RFP RESPONSE PACKET
- EXHIBIT B. INSURANCE REQUIREMENTS
- EXHIBIT C. CONSULTING SERVICES AGREEMENT (Template)
- EXHIBIT D. PRELIMINARY PLANNING AREA MAP

## **I. BACKGROUND**

The Upper Mokelumne River Watershed Authority (UMRWA) has initiated a landscape level planning effort to improve forest health and resilience on National Forest System lands in and adjacent to the Mokelumne River Watershed. UMRWA is partnering with the USDA Forest Service (USFS) and the Amador Calaveras Consensus Group (ACCG) in this effort. UMRWA is a Joint Powers Agency (JPA) comprised of six water agencies and the counties of Amador, Calaveras and Alpine. UMRWA's role in the Forest Projects Plan (FPP) is facilitated under a Master Stewardship Agreement (MSA) between the USFS and UMRWA, signed May 18, 2016. The Forest Service serves as the lead NEPA agency.

The FPP is a landscape-level forest health and hazardous fuel reduction project located primarily within the upper Mokelumne River watershed. The project is designed to help prevent high-intensity, large-scale wildfires, improve forest conditions, and protect important wildlife habitat and other resources. The project is multi-phased: Phase 1 consists of approximately 25,000 acres of non-commercial actions to reduce forest ladder fuels and implement other forest management activities on the Eldorado National Forest, Amador Ranger District; Phase 2 consists of the Phase 1 activities plus additional forest management actions, such as commercial thinning, aimed at improving forest health and resilience on a much larger area, up to 100,000 acres or more, within the Eldorado National Forest, Amador Ranger District and the Stanislaus National Forest, Calaveras Ranger District.

Phase 1 planning is well-underway; the project has completed scoping and anticipates achieving NEPA/CEQA clearance by December 31, 2022. Phase 2 planning has not yet begun, and will require a more comprehensive planning document and take approximately two years to complete.

The purpose of this solicitation is to secure an experienced consultant to provide project management and environmental planning services for Phase 2 planning. UMRWA anticipates utilizing a stage-decision making approach, meaning that the environmental planning process for the entire FPP Phase 2 focus area is expected to be completed in one Environmental Impact Statement (EIS), with separate Record of Decisions prepared for sub-projects within the focus area in a staged manner. This approach will enable field surveys to be completed prior to each decision with the opportunity for review of potential new information and/or changed circumstances that could influence the proposed action and its impacts.

UMRWA has secured funding to complete planning of Phase 1. However, only the initial funding for Phase 2 planning has been secured and thus the project will proceed at a pace allowed for by available funding. The initial contract and scope of work for the consultant services will match available funding but is expected to be subsequently amended as funding is secured to proceed with and complete Phase 2.

## **II. STATEMENT OF WORK**

### **A. PROPOSER QUALIFICATIONS**

The Upper Mokelumne River Watershed Authority seeks a consultant with in-depth knowledge and experience in preparing landscape level forest health and resilience plans and related NEPA/CEQA documentation. The consultant shall possess a strong understanding of forest management and restoration principles, stakeholder and public engagement, NEPA and CEQA

document preparation for forest health and restoration projects, and a minimum of five years of experience performing similar or related activities.

In addition to work under this solicitation, UMRWA seeks a consultant who is interested, willing, able and qualified to potentially carry the project through the full completion of Phase 2 planning as funding is secured and available.

## B. SCOPE

It is the intent of these specifications, terms, and conditions to describe the services UMRWA is seeking. The Upper Mokelumne River Watershed Authority intends to award a contract to the Proposer(s) who best meets the stated requirements. The term of the contract shall begin on the date the contract is executed by UMRWA and terminate on December 31, 2023. Contract amendments coinciding with additional secured funding are anticipated.

The initial contract for this solicitation is not to exceed \$50,000, however, additional funding is expected resulting in a total future contract of substantially greater value.

### 1. Planning Area Location

The FPP Phase 2 planning areas has been preliminarily identified as shown in the maps located in Exhibit D. The area falls within Alpine, Amador, Calaveras and El Dorado Counties, and includes lands administered by the Eldorado National Forest, Amador Ranger District and Stanislaus National Forest, Calaveras Ranger District generally within the Mokelumne River water and extending north and south to include the next nearest adjacent Potential Operational Delineation (POD) unit.

### 2. Specific Work Requirement

The scope of work for Phase 2, covered by this contract, includes the following:

#### a. Prepare Draft Work Plan

Establish a project work plan that includes a) description of the project, including primary goals and objectives, b) a description of the tasks necessary to complete the FPP Phase 2 and related NEPA/CEQA documents, c) a preliminary budget and schedule.

#### b. Outreach and Communications Plan

Establish a plan to develop and implement collaboration and public involvement. Consultant shall take into account the ACCG's [Project Development and Support Process](#). This plan needs to include local tribal engagement.

#### c. Fundraising Strategy

Based upon the Work Plan and the Outreach and Communications Plan, establish a fundraising plan that identifies the potential sources, amounts and

timing of funding. Include a prioritized list of actions to initiate fundraising and suggested approach.

d. Meeting Organization and Facilitation

Organize and facilitate monthly team meetings with the USFS and UMRWA to provide project updates, address questions, identify and resolve issues, and track project budget, schedule and progress. Meetings may be a combination of virtual, phone and in-person (Calaveras or Amador Counties).

Assist UMRWA in creating the Technical Advisory Committee (TAC). Organize and facilitate the first two virtual meetings with the TAC to gather technical input on the planning approach, preliminary proposed action and purpose and need, and analysis and reports, among possible other things.

Assist UMRWA in establishing a stakeholder group. Organize and facilitate the first two virtual meetings.

Present brief monthly project status updates to the ACCG, and provide up to two one-hour talks presenting the preliminary purpose and need and proposed action as well as the maps illustrating the scope and magnitude of the analysis.

e. Project File

Establish and maintain an electronic project file which ensures analysis decisions and meetings are documented in writing and organized by public involvement, internal process, maps, references, and field surveys/reports.

f. Support for Other Specialists

At the request of UMRWA, assist UMRWA in identifying, selecting and overseeing other consultant specialists as necessary to advance NEPA/CEQA planning, using UMRWA's established procurement procedures.

3. Potential Future Work Requirements

Subject to securing additional funding, UMRWA and the USFS intend to complete a comprehensive forest health and resilience plan (FPP Phase 2) and the necessary NEPA and CEQA documents required for its implementation. The consultant selected for the work identified in Section 2 above is anticipated to be asked to conduct additional work as needed to execute the work plan prepared per Section 2. This would be done via subsequent contract amendments phased with available funding.

4. Maps

Maps showing the general vicinity and preliminary Phase 2 planning areas are included in Exhibit D.

5. Estimated Start Date & Contract Time (to complete the above Specific Work Requirements)

Start: 14 October 2022

End: 31 December 2023

6. Consultant Responsibilities

The Consultant shall provide everything--including, but not limited to, all labor, equipment, supplies, transportation, and supervision--necessary to complete the project, except for that which the contract clearly states is to be furnished by UMRWA and the USFS.

7. UMRWA and USFS Responsibilities

- a. UMRWA and USFS will work as a team with the consultant to ensure efficiency and clear lines of communication. The team will meet on a minimum of a monthly basis to address questions, discuss and resolve issues and track project progress. Meetings will be mostly virtual but may occasionally held by phone or in-person.
- b. The TAC will meet quarterly with the consultant to provide technical input on the planning approach, analysis, surveys, and reports, and planned forest management actions, among possible other things.
- c. The USFS will assist the consultant by outlining the types of information required for the environmental analysis and providing templates or example documents.
- d. UMRWA and USFS will provide written feedback for all of the consultant's deliverables submitted via marked up copies or "track changes mode" for simple changes and/or a set of written comments, by page number, describing whether a change is required or suggested. Written changes should be considered deliberative documents that are not part of the project record. UMRWA and USFS will provide feedback and work collaboratively to resolve issues, as needed, in a timely manner, to keep completion of the deliverables and initial planning analysis on schedule.

C. COVID-19

Contractor shall make all reasonable efforts to protect its employees and others as it pertains to this project by following the Interim Guidance for Businesses and Employers to Plan and Respond to Coronavirus Disease 2019 (COVID-19) as published and periodically updated by the Centers for Disease Control ([www.cdc.gov](http://www.cdc.gov)) Contractor shall also follow all other requirements and guidance for prevention COVID-19 as provided by the Occupational Safety and Health Administration ([www.osha.gov](http://www.osha.gov)), by the state of California and by Alpine, Amador, Calaveras

and El Dorado Counties.

### III. UMRWA PROCEDURES, TERMS, AND CONDITIONS

#### A. RFP ACCEPTANCE AND AWARD

1. RFP responses will be evaluated by an UMRWA/USFS committee and will be scored/ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
2. The committee will recommend award to the Proposer who, in its opinion, is best qualified to perform the work described in this RFP. Award may not necessarily be made to the Proposer with the cost.
3. UMRWA reserves the right to award to a single or to multiple Proposers, dependent upon what is in the best interest of UMRWA.
4. UMRWA has the right to decline to award this contract or any part of it for any reason.
5. Any specifications, terms, or conditions issued by UMRWA, or those included in the Proposer's submission, in relation to this RFP, may be incorporated into any contract that may be awarded as a result of this RFP.
6. The right is reserved to reject any or all proposals, or to accept one part of a proposal and reject the other, unless the bidder stipulates to the contrary, and to waive technical defects, as the interest of UMRWA may require.

#### B. EVALUATION CRITERIA/SELECTION COMMITTEE

All proposals will be evaluated by the Selection Committee (SC). The SC may be composed of UMRWA and USFS staff and other individuals who have expertise or experience in this type of procurement. The SC will select/recommend a Proposer in accordance with the evaluation criteria set forth in this RFP. The evaluation of the RFP responses shall be within the sole judgment and discretion of the SC.

RFP responses will be evaluated and scored by the SC according to each Evaluation Criteria below, and scored according to the scoring worksheet shown below. The scores for each Evaluation Criteria will be added to arrive at the weighted score for each RFP response. An RFP response with a high weighted total will be deemed of higher quality than one with a lesser-weighted total.

	<b>Evaluation Criteria:</b> Each Proposer's project approach will be evaluated based on the entire set of factors listed below in A through D.
<b>A.</b>	<b>Approach and Technical Criteria:</b> 1. <b>Approach:</b> Has the Proposer demonstrated a thorough understanding of the purpose and scope of the project?

	<p>2. <b>Technical Criteria:</b> Does the proposer demonstrate the knowledge of key steps involved in completing a comprehensive forest health plan and the steps needed prior to implementation? Does the proposer understand the potential challenges and hurdles to completing the work in a timely manner?</p>
<b>B.</b>	<p><b>Cost:</b> The consultant contract will be on a time and material basis subject to a maximum contract cost ceiling. UMRWA wants to ensure that key deliverables are achieved in this contract including completion of the Draft Work Plan, initiation of the TAC and Stakeholder Group and holding at least two meetings for each. Cost will be evaluated based on the consultants' rates and charges for key personnel, and on the estimated cost for complete the Draft Work Plan and initiate and hold the first two meetings of the TAC and Stakeholder Group.</p>
<b>C.</b>	<p><b>Relevant Experience:</b></p> <p>1. <b>Proposer Experience:</b> To what extent does Proposer have prior experience with similar projects and comparable work? Does the Proposer have experience effectively leading and guiding multi-stakeholder teams? What experience does the Proposer have working with community-based collaborative groups? How might the Proposer identify and address controversial planning issues?</p> <p>2. <b>Key Personnel and Quality Control Plan:</b> Do the individuals and Supervising Staff assigned to the project have experience on similar projects and how extensive is their experience with large-scale NEPA/CEQA planning on National Forest System lands? What experience do the individuals and Supervising Staff assigned to the project have working with and helping to oversee other consulting specialists?</p>
<b>D.</b>	<p><b>References (See Exhibit A – RFP Response Packet):</b> If a short list process is used for a solicitation, references are only performed on the shortlisted Proposers and the score for reference checks is not included in the preliminary short list score.</p>

### Proposal Scoring Worksheet (100-point maximum score)

Score Weighting	%
A. Approach and Technical Criteria	30
B. Cost	20
C. Relevant Experience	35
D. References	15
Sum Total Score	100
Add 5% - Local Service Provider (LSP) preference	Up to 5 points

A five percent (5%) preference will be applied to the scoring evaluation of proposals submitted by qualified LSPs: the initial Sum Total Score will be adjusted upward by 5% (for example, an LSP proposal evaluation score of 80 would be increased 5% to 84%).

In order to qualify for consideration with this preference, a business enterprise must submit a completed Declaration of Local Service Provider and meet the following criteria:

1. Where available, a valid business license issued from Amador, Calaveras or Alpine County or a political subdivision within these counties; and
2. Its principal business office, or a satellite office from which the business enterprise operates or performs business on a day-to-day-basis, physically located within Amador, Calaveras or Alpine County.

#### C. PRICING

1. Prices quoted shall be firm for the term of any contract that may be awarded pursuant to this RFP. However, appropriate price increases may be considered for any amendments to the initial contract awarded under this RFP as detailed in paragraph 5 below.
2. All prices quoted shall be in United States dollars.
3. Pricing for activities under this solicitation shall be on a time-and-materials basis for hours actually spent in performance of the Work plus direct costs. Proposer shall provide unit (hourly) costs for key personnel expected to perform work under this solicitation. In no event shall compensation for completion of the Work exceed the Total Fee amount.
4. Proposers are advised that in the evaluation of cost, if applicable, it will be assumed that the budget category (personnel, travel, equipment/supplies, contractual, and other) cost quoted is correct in the case of a discrepancy between the budget category price and Total Fee amount.
5. The scope of services and pricing for potential future subsequent planning stages will be negotiated separately based on UMRWA's available budget, Consultant's bid and Consultant's capacity to perform additional planning services.

#### D. QUESTIONS

Questions concerning this RFP must be submitted via email to [kkahling.landmark@outlook.com](mailto:kkahling.landmark@outlook.com) by July 12, 2022 at 5pm with the email subject line: "UMRWA RFP No. 22-02 FPP Phase 2 Environmental Planning Services Question." A summary of all the questions and corresponding answers will be emailed to all applicants no later than July 19, 2021. Any information obtained by speaking with UMRWA or USFS staff is not considered an official response for the purpose of this solicitation.

#### E. PROTESTS

Protests must be in writing and received no later than five (5) business days after UMRWA issues the Notice of Intent to Award, which is sent by electronic mail to all entities who submitted a proposal. UMRWA will reject the protest as untimely if it is received after this specified time frame. Protests will be accepted from proposers or potential proposers only.

Protests must be mailed or hand delivered to UMRWA Secretary, 15083 Camanche Parkway South, Valley Springs, CA 95252. Facsimile and electronic mail protests must be followed by a mailed or hand delivered identical copy of the protest and must arrive within the five-day time limit.

The UMRWA Executive Officer (EO), in consultation with UMRWA Counsel, will investigate the protest and if determined to be valid the EO may reject and re-bid or not re-bid the work, or recommend award to the remaining best qualified proposer. Their determination regarding any protest shall be final; there will be no public hearing. Affected proposers will be notified by electronic mail within 7 business days of the action taken.

F. INVOICING

Invoicing and payment terms are described in the template Consulting Services Agreement (see the attached Exhibit C).

**IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION**

A. UMRWA CONTACTS

All contact during the RFP solicitation and review process is to be through the contact person listed on the first page of this RFP.

B. SUBMITTAL OF RFP RESPONSE

1. Late responses will not be accepted.
2. RFP responses will be received by electronic mail (“e-mail”) only at the address listed below by 3pm on the due date specified above:  
  
[kkahling.landmark@outlook.com](mailto:kkahling.landmark@outlook.com)
3. Any RFP response received after that time or date, or at a place other than the stated address cannot be considered. All RFP responses must be received and time stamped at the stated email address by the time designated. UMRWA’s timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of RFP responses. UMRWA will reply to the Proposer’s e-mail submission upon receipt of an RFP response.
4. The email subject line must contain “UMRWA RFP No. 22-02 FPP Phase 2 Preliminary Environmental Planning Services.”
5. Proposers are to submit one (1) original electronic RFP response (Exhibit A – RFP Response Packet, including all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A). RFP responses are to be sent as one (1) combined .pdf file.

6. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
7. Proposer expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), UMRWA will be entitled to civil remedies set forth in the California False Claim Act.
8. The RFP response shall remain open to acceptance and is irrevocable for a period of 90 days, unless otherwise specified in the RFP documents.
9. It is understood that UMRWA reserves the right to reject any or all RFP responses.
10. Interviews, if appropriate, will be conducted virtually Monday, August 8, 2022 or another date as selected by UMRWA in coordination with firms/individuals selected for an interview.

C. RESPONSE FORMAT

1. **Proposers shall not modify any part of Exhibits A, B, or C, or qualify their RFP responses. Proposers shall not submit to UMRWA a re-typed or otherwise re-created version of these documents or any other UMRWA-provided document.**
2. RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The Upper Mokelumne River Watershed Authority may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The Upper Mokelumne River Watershed Authority shall not be liable in any way for disclosure of any such records.

**EXHIBIT A**  
**RFP RESPONSE PACKET**  
**RFP No. 22-02: FPP Phase 2 Preliminary Environmental Planning Services**

To: Upper Mokelumne River Watershed Authority (“UMRWA”)

From: \_\_\_\_\_  
(Name and Official Title of Proposer)

Preferred electronic mail (email) address: \_\_\_\_\_

**RFP RESPONSE PACKET GUIDELINES**

- **AS DESCRIBED IN SECTION IV- RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION, PROPOSERS ARE TO SUBMIT ONE (1) ELECTRONIC COPY (in PDF format) CONTAINING THE FOLLOWING, IN THEIR ENTIRETY:**
  - **EXHIBIT A – RFP RESPONSE PACKET, INCLUDING ALL ADDITIONAL REQUIRED DOCUMENTATION AS DESCRIBED IN EXHIBIT A- REQUIRED DOCUMENTATION AND SUBMITTALS**
  
- **PROPOSERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFP RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFP RESPONSE REJECTED IN TOTAL.**
  
- **IF PROPOSERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFP RESPONSE PACKET. UMRWA, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFP RESPONSE DISQUALIFIED.**

## PROPOSER INFORMATION AND ACCEPTANCE

1. The undersigned declares that all RFP documents, including, without limitation, the RFP, Addenda, and Exhibits, have been read and that the terms, conditions, certifications, and requirements are agreed to.
2. The undersigned is authorized to offer, and agrees to furnish, the articles and services specified in accordance with the RFP documents of RFP No. 22-02.
3. The undersigned acknowledges acceptance of all addenda related to this RFP. List Addenda for this RFP on the line below:

Addendum #	Date

4. The undersigned hereby certifies to UMRWA that all representations, certifications, and statements made by the Proposer, as set forth in this RFP Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
5. The undersigned acknowledges that the Proposer is, and will be, in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated RFP documents.
6. It is the responsibility of each Proposer to be familiar with all of the specifications, terms, and conditions, and the site condition. By the submission of an RFP response, the Proposer certifies that if awarded a contract it will make no claim against UMRWA based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: General or Professional Service Providers who do business with UMRWA shall hold UMRWA, its Directors, officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
8. Proposer's W-9 and insurance certificates are not required at the time of submission. However, by signing Exhibit A – RFP Response Packet, the Proposer agrees to provide its W-9 and meet the minimum insurance requirements stated in the RFP. This documentation must be provided to UMRWA prior to execution of an agreement by UMRWA, and shall include an insurance certificate which meets the minimum insurance requirements, as stated in the RFP.
9. The undersigned Proposer hereby submits this RFP response and binds itself to UMRWA. The RFP, subsequent Addenda, Proposers Response Packet, and any attachments, shall be used to form the basis of a Contract, which once executed shall take precedence.

Official Name of Proposer (exactly as it appears on Proposer's corporate seal and invoice): \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

Street Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Webpage: \_\_\_\_\_

Type of Entity / Organizational Structure (check one):

- |  |  |
|--|--|
| <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Joint Venture       |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Partnership         |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Non-Profit / Church |
| <input type="checkbox"/> Other: _____                  |  |

Jurisdiction of Organization Structure: \_\_\_\_\_

Date of Organization Structure: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Primary Contact Information:

Name / Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

Name and Title of Signer (printed): \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

## PROPOSAL

Cost shall be submitted on this Proposal Form as is. The prices quoted shall not include Sales Tax or Use Tax; said tax, wherever applicable, will be paid by UMRWA to the General or Professional Service Provider, if licensed to collect, or otherwise directly to the State.

### 1) Approach and Technical Criteria:

- a) **Approach:** RFP response shall demonstrate a thorough understanding of the purpose and scope of the project.
- b) **Technical Criteria:** Response will demonstrate the knowledge of key steps involved in completing a comprehensive forest health plan and the steps needed prior to implementation? Proposer will demonstrate an understanding of the potential challenges and hurdles to completing the work in a timely manner.

### 2) Relevant Experience:

- a) **Proposer Experience:** To what extent does Proposer have prior experience with similar projects and comparable work? Does the Proposer have experience effectively leading and guiding multi-stakeholder teams? What experience does the Proposer have working with community-based collaborative groups? How might the Proposer identify and address controversial planning issues?
- b) **Key Personnel and Quality Control Plan:** Do the individuals and Supervising Staff assigned to the project have experience on similar projects and how extensive is their experience with large-scale NEPA/CEQA planning on National Forest System lands? What experience do the individuals and Supervising Staff assigned to the project have working with and helping to oversee other consulting specialists?

3) **References:** The RFP response shall include a description of relevant experience of Proposer's key personnel who will be working on this contract. References MUST demonstrate the successful execution of work on similarly related projects as that which is described in this RFP.

- a) Proposers must use the templates in the "References" section of this Exhibit A – RFP Response Packet to provide references.
- b) References should have similar scope, deliverables, and requirements to those outlined in these specifications, terms, and conditions.
  - (1) Proposers must verify the contact information for all references provided is current and valid.
  - (2) Proposers are strongly encouraged to notify all references that UMRWA may be contacting them to obtain a reference.
- c) The Upper Mokelumne River Watershed Authority may contact some or all of the references provided in order to determine Proposer's performance record on work similar to that described in this RFP. The Upper Mokelumne River Watershed Authority reserves the right to contact references other than those provided in the RFP response and to use the information gained from them in the evaluation process.

### 4) Exceptions, Clarifications, Amendments:

- a) The RFP response shall include a separate section calling out all clarifications, exceptions, amendments, and concerns with specifications affecting bid, if any, to the RFP and associated RFP

documents, which shall be submitted with the proposer's RFP response using the template in the "Exceptions, Clarifications, Amendments" section of this Exhibit A – RFP Response Packet.

**b) UMRWA IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFP RESPONSE DISQUALIFICATION.**

- 5) Pricing:** The RFP response shall include a completed budget listing the Total Fee amount and a breakdown of specific work tasks and deliverables outlined in the above Statement of Work. Costs shall be categorized by personnel, travel, equipment/supplies, contractual, and any other relevant categories. Proposer shall also provide unit (hourly) costs for key personnel expected to perform work under this solicitation. For the purposes of this RFP the proposer shall assume the primary deliverables to be 1) the draft work plan and 2) the initiation of the TAC and Stakeholder Group and holding two meetings for each.

**DECLARATION OF LOCAL SERVICE PROVIDER**

**RFP No. 22-02: FPP Phase 2 Preliminary Environmental Planning Services**

The Upper Mokelumne River Watershed Authority (UMRWA) may give local business enterprises a preference when awarding general service agreements as set forth in UMRWA’s Procurement Policy.

In order to qualify for consideration with this preference, a business enterprise must meet the following criteria:

- Where available, possess a valid business license issued from Amador, Calaveras or Alpine County or a political subdivision within these counties; and
- Its principal business office, or a satellite office from which the business enterprise operates or performs business on a day-to-day-basis, is physically located within Amador, Calaveras or Alpine County.

All information submitted is subject to investigation, as well as disclosure to third parties under the California Public Records Act. Incomplete, unclear, or incomprehensible responses to the following may result in the Proposer not being considered as a Local Service Provider under this policy.

1. Legal name of business: \_\_\_\_\_
2. Physical address of principal place of business or bona-fide satellite office (e.g., with daily operations; or at least one regular employee, etc.):  
\_\_\_\_\_  
\_\_\_\_\_
3. Business license, IF AVAILABLE, issued by City of \_\_\_\_\_, or County of \_\_\_\_\_.  
License Number: \_\_\_\_\_

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

Date: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

**REFERENCES**

**RFP No. 22-02: FPP Phase 2 Preliminary Environmental Planning Services**

**Proposer Name:** \_\_\_\_\_

**Proposer must provide a minimum of 3 references.**

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

## **EXHIBIT B**

### **INSURANCE REQUIREMENTS**

#### **RFP No. 22-02: FPP Phase 2 Preliminary Environmental Planning Services**

Insurance requirements are described in the template Consulting Services Agreement (Exhibit C). Insurance certificates are not required at the time of proposal submission. However, by signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum insurance requirements specified in section 10 of the template Consulting Services Agreement (Exhibit C). Required insurance documentation must be provided by the selected contractor to UMRWA prior to contract execution.

## **EXHIBIT C**

### **CONSULTING SERVICES AGREEMENT (Template)**

**RFP No. 22-02: FPP Phase 2 Preliminary Environmental Planning Services**

**Forest Projects Plan (Phase 2) Environmental Planning Services**

THIS CONSULTING SERVICES AGREEMENT (“Agreement”) is entered into as of \_\_\_\_\_, 2022 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 environmental planning services for projects within the Forest Projects Plan (Phase 2) and located in the Amador Ranger District, Eldorado National Forest and the Calaveras Ranger District, Stanislaus National Forest.

B. Contractor is in the business of providing professional services related to environmental planning (NEPA/CEQA) 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 described in Exhibit A, Scope of Work and 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 hours of work expended and progress toward completion of each task. Invoices are to be sent electronically, in the form of a PDF file, to \_\_\_\_\_. Compensation to Contractor shall be paid on a time-and-materials basis for hours actually spent in performance of the Work plus direct costs. In no event shall compensation for completion of the Work exceed the Total Fee amount of \$\_\_\_\_\_ as set forth in Exhibit B, Budget, attached and incorporated by this reference.
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:
- 10.6.2 The retroactive date must be shown and must be before the date of the contract or the beginning of the contract work.
- 10.6.3 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.
- 10.6.4 If coverage is cancelled 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.

12.1 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: Contractor name  
Title  
Address

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 and expenses incurred during the preceding two-month period. With each invoice the Contractor will submit a progress report that indicates the budget status of each task, and describes for each individual who performed work the tasks performed and the date and time spent on each task during the billing period. 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: XXXXXXXXXXXXX  BY: _____  <u>Federal Tax I.D. No.:</u>
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**Exhibit A**  
**Scope of Work**

**and**

**Exhibit B**  
**Budget**

## EXHIBIT D

### PRELIMINARY PLANNING AREA MAP

The georeferenced preliminary planning area map is available at UMRWA.org, and may be accessed through the following link:

[http://www.umarwa.org/uploads/Map%201.%20FPP%20Phase%202%20\(v.06.24.2022\).pdf](http://www.umarwa.org/uploads/Map%201.%20FPP%20Phase%202%20(v.06.24.2022).pdf)

Alternatively, you may visit the UMRWA website at UMRWA.org, go to the Documents section, and select the RFP/ITB tab. The georeferenced map file is located under the RFP 22-02: Forest Projects Plan, Phase 2 – Environmental Planning Services heading.