



FEATHER RIVER

RESOURCE CONSERVATION DISTRICT

Feather River Resource Conservation District

Request for Proposals: Consulting Services NEPA Planner

Release Date: July 18th, 2022

Closing Date: July 29th, 2022

1. INTRODUCTION

The Feather River Resource Conservation District (FRRCD) is a Special District headquartered in Quincy, California with a district boundary encompassing nearly the entirety of Plumas County. FRRCD hereby gives notice of solicitation of proposals for National Environmental Policy Act (NEPA) consulting services provided by a firm or individual pertaining to activities described herein.

2. PROJECT DESCRIPTION

This Request for Proposals is to solicit proposals for consulting services associated with NEPA laws and regulations to assist with the development of forest health and fuels reduction projects on National Forest System (NFS) Lands.

Background: Feather River Resource Conservation District is providing third party NEPA review for projects on Plumas National Forest, Mt Hough Ranger District. FRRCD is the recipient of grant funding provided to conduct an Environmental Assessment on approximately 9,000 acres of NFS land for forest health and resilience including fuels reduction treatments, road improvements, habitat improvement, and prescribed fire.

3. SPECIFIC WORK REQUIREMENTS

The Consultant will coordinate with FRRCD and Plumas National Forest to conduct an Environmental Assessment for a project that would treat approximately 9,000 acres of fuels reduction, forest health and resiliency. The Consultant is expected to provide expertise, advice, and services, pertaining to NEPA compliance.

Services to be performed include but are not limited to:

- Coordinate and collaborate with FRRCD staff to develop strategy and timelines NEPA decision
- Coordinate and collaborate with Forest Service specialists to determine necessary due diligence for surveys and reporting



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- Communicate with outside agencies including but not limited to CA State Water Board, CA Department of Fish and Wildlife, National Fish and Wildlife Service, Northern Sierra Air Quality Management District, Tribal Entities per AB 52.
- Assist with the development of specialist reports which may include biological evaluation/ assessment, vegetation reports, noxious weeds risk assessments, migratory bird reports, management indicator species report, hydrology and soils reports, and air quality analysis.

4. QUALIFICATIONS

- Experience with NEPA as applied by NFS
- Expertise in NEPA processes timelines and review
- Experience with contract management
- Experience working with NFS specialists
- Familiarity with all laws and regulations pertaining to NEPA review
- Experience with vegetation management/ fuels reduction operations
- Knowledge of natural resource concerns including heritage, wildlife, soils, hydrology, recreation, air quality, botany, fisheries, silviculture, and others.

5. PROJECT LOCATION

The project is located in Plumas County, California near the town of Quincy. Some consultant responsibilities may be done remotely.

6. ESTIMATED CONTRACT START AND TIMING OF WORK

This contract is anticipated to commence August 2022.

Time: The period of performance will be 2 years from the date of issuance of Notice to Proceed. Hours worked will be dependent on FRRCD needs. It is anticipated that consulting services will be needed 8-16 hours/ week.

7. BID PROPOSAL SUBMISSION INSTRUCTIONS

Evaluation Criteria: Please keep bid proposals to a maximum of 6 pages not including references. Prospective bidders are to include the following within their bid:

1. Bid Template for price per unit and per Contract Line Item Number – See EXHIBIT B.
2. Response to Evaluation Factors – All sections completed. See EXHIBIT C



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Bid Date:

The contractor shall provide a bid for the individual bid items no later than July 29th, 2022 at 5:00 pm.

Bids shall be received:

at Feather River Resource Conservation District, PO Box 3562, Quincy, CA 96971,
or emailed to mhall@frrcd.org.

8. PAYMENT

1. Invoices

Contractor shall submit an invoice to the District for compensation and reimbursable expenses incurred. Invoices will be submitted no more frequently than every 30 days, and no less frequently than every 90 days. Each invoice shall be broken down by contract/work items, and included for each item shall be the following information:

- Work item descriptions
- Number of units (i.e. acres) completed per work item this period
- Cost per completed unit by work item this period
- Total cost to each work item this period
- Total invoice amount this period
- Total cost incurred to date

Final invoice shall be marked Final.

2. Invoice Submittal

The Contractor shall send invoices for each payment when due to:

Feather River Resource Conservation District
P.O. Box 3562
Quincy, CA 95971

3. Payment

As full consideration for performance of the Scope of Work, the District will pay Contractor at an established hourly rate per Contract Line Item basis, in accordance with scope of work and deliverables outlined in this contract. This contract amount shall be inclusive of all taxes incurred. The District will pay the contractor for fully acceptable work at the prices bid in the bid template, less deductions for other items as identified in the contract.

Expenses.

Travel or other expenses may be reimbursed by FRRCD as indicated in “Attachment B: Bid Template”

Maximum Amount



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Bids should specify maximum payments under this agreement. Such amounts shall not be construed as guaranteed sums, compensation will be based on services actually rendered and expenses incurred.

Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, FRRCD shall have the option to either cancel this agreement with no liability occurring to FRRCD or offer an amendment to Consultant to reflect the reduced amount

Contract Release.

Before final payment will be made the Contractor shall sign a release of all claims against the District arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release.

4. Terms of Payment

Payment will be by itemized invoice. All payments will be made to Contractor, subject to District approval, within 30 days. The District shall make checks payable to the (contractor business name) and mail to:

(contractor business name and address)

9. AMENDMENTS

1. Change in Work

The District reserves the right to make such changes in scope of work as may be necessary or desirable, and any difference in scope of work and/or contract price resulting from such changes shall be agreed upon in writing by Contractor.

2. Additional Work

Before proceeding with any work involving possible claims for extra compensation not specified in the Contract, Contractor shall submit in writing to the District with a detailed breakdown and estimated cost of anticipated contract work including extensions and change orders as follows:

- Description of work to be performed including detailed breakdown by identifiable work items.
- Estimated cost of each work item by unit.
- Expected date of completion of each work item.

Contractor shall not proceed with any such additional work prior to receiving written authorization of Change Order by the District.

3. Authorization

No modification or change to this Agreement that is beyond the Scope of Work described herein shall be binding or effective unless expressly set forth in writing and signed by the District's Executive Officer. The staff of either party to this Contract are not authorized to make modifications or changes to this Contract that are beyond the Scope of Work agreed upon. The modification or change is not effective until the District provides written approval. Contractor agrees that all costs for any such modification or change that is performed without prior written approval shall be at Contractor's sole risk and expense.



10. CONTRACTOR INSURANCE REQUIREMENTS

Contractor must hold insurance that meet the following Insurance Requirements:

Prior to rendering services, the contractor and his/her subcontractors shall acquire, and maintain during the term of this Agreement, at Contractor's sole expense: (1) Workers' Compensation Insurance conforming to the statutory requirements of the state in which operations under this agreement are performed; (2) comprehensive general and automobile bodily injury liability insurance written on an "occurrence" basis subject to minimum limits of \$1,000,000.00 each person and \$1,000,000.00 each occurrence; and (3) general property damage insurance subject to a minimum of \$1,000,000.00 with not more than a \$10,000.00 deductible each loss; and All liability insurance coverage shall provide that subcontractors working for the contractor are covered under the terms of contractor's policies. All insurance shall meet the approval of the District and all policies evidencing said insurance shall provide for thirty days' prior written notice to the District before cancellation or material change in the policy. A certificate of Insurance showing evidence of insurance coverage as specified herein shall be furnished to the District prior to commencement of Contractor's operations.

11. EVALUATION CRITERIA

Price, Technical Approach, Availability, Past Performance, and Community Benefit will be considered for the "Best Value" evaluation. The order of importance corresponds with each criteria's preceding order of appearance.

12. AWARD OF CONTRACT

The District has evaluated proposals and awarded the contract resulting from this solicitation to that offeror: (1) whose proposal is technically acceptable and (2) whose technical/price relationship is the most advantageous to the District. Award may not necessarily be made for technical capabilities that would appear to exceed those needed for the successful performance of the work. The District reserves the right to make price/technical trade-offs that are in the best interest and to the advantage of the District. The District may reject any or all offers if such action is determined to be in the best interest of the District.

13. CONTRACT OFFICER

Name: Michael Hall
Telephone Number: (530) 927-5299
Email: mhall@frrcd.org

14. ATTACHMENTS

- ATTACHMENT A: GENERAL CONDITIONS



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- ATTACHMENT B: BID TEMPLATE
- ATTACHMENT C: RESPONSE THE EVALUATION CRITERIA



ATTACHMENT A: GENERAL CONDITIONS

1. GENERAL CONDITIONS

1. Worker's Compensation Clause

Contractor agrees to comply with provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, before commencing the performance of the work under this Contract. Contractor will make its subcontractors aware of this provision and determine that they have complied with it before commencing work on the project. Volunteer laborers are exempt from the worker's compensation provision of the California Labor Code.

2. National Labor Relations Board Clause

In accordance with Public Contract Code Section 10296, Contractor declares under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court which orders Contractor to comply with an order of the National Labor Relations Board.

3. Nondiscrimination Clause

During the performance of this Contract, Contractor, its contractors, and subcontractors shall not deny the Contract's benefit to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40), or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor, its contractor, and subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the regulations promulgated thereunder (California Administrative Code, Title 2 Sections 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Section 11135-11139.5), and the regulations or standards adopted by the awarding State agency to implement such article.

Contractor, its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provision of this clause in all subcontracts to perform work under the Contract.

Contractor, its contractors, and subcontractors shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency, upon reasonable notice, at any time during the normal business hours, but in no case less than 24-hours' notice, to such of its books, records, accounts, other sources of information, and its facilities as said Department or Agency shall require to ascertain compliance with this clause. The Contractor's signature on this contract shall constitute a certification under the penalty of perjury under the laws of the State of California that the Contractor has,



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unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations Section 8103.

4. Hold Harmless

Contractor agrees to mutually save harmless the District, their agents or employees and to hold the same free and harmless from any and all claims, demands, damages, losses, costs, expenses or liability due or incident to, either in whole or in part, and whether directly or indirectly, related to the project resulting from any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the District in the performance of this contract, except all claims due to willful negligence or fraud.

5. Compliance with Laws, Regulations, Permit Requirements

Contractor shall at all times comply with, and require its contractors and subcontractors to comply with, all applicable federal and State laws, rules and regulations, permit and all applicable local ordinances, specifically including but not limited to environmental, procurement and safety laws, rules, regulations, permits and ordinances.

6. Successors and Assigns

This Contract and all of its provisions shall apply to and bind the successors and assigns of the parties hereto. No assignment or transfer of this Contract or any part hereof, rights hereunder or interest herein by the Contractor shall be valid unless and until it is approved by the Landowners and made subject to such reasonable terms and conditions as the Landowners may impose.

7. Audit Requirement

Pursuant to Government Code Section 10532, the contracting parties shall be subject to the examination and audit of the State and the State Auditor General for a period of three years after final payment under this Contract with respect to all matters connected with the performance of this Contract, including but not limited to the cost of administering this Contract. All records of the Contractor shall be preserved for this purpose for at least three years after completion of the project.

8. Remedies Not Exclusive

The use by either party of any remedy specified herein for the enforcement of this Contract is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

9. Amendments

This Contract may be amended at any time by mutual agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests for amendments must be in writing stating the amendment request and the reason for the request. Amendment agreements will be in writing, signed by the authorized representative of each party, and become an Exhibit of the contract.

10. Waiver of Rights



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It is the intention of the parties hereto that from time to time either party may waive any of its rights under this Contract unless contrary to law. Any waiver by either party hereto of rights arising in connection with this Contract shall not be deemed to be a waiver with respect to any other rights or matters.

11. Warranty/Standard of Professionalism

Contractor warrants to the District that the work under this Contract shall be performed with the degree of skill and care that is required by current, good, and sound professional procedures and practices and in conformance with generally accepted professional standards prevailing at the time the work is performed so as to ensure that the services performed are correct and appropriate for the purposes contemplated in this Contract and related specifications.

12. Delivery and Retention of Records

To the extent that the District does not otherwise specifically request delivery of records or results, Contractor agrees to retain all records and results of work performed under this Contract for a period of not less than two years from the date the final invoice is accepted by the District. At the District's request, Contractor will deliver a copy of any or all original notes, investigative notes, tests, photographs, records, calculations, summaries, reports, and records produced and collected in the course of the work performed under this Contract.

13. Cancellation

The District may cancel this Contract, in part or in whole, for the District's convenience upon 30 days written notice. In the event of cancellation, the District will pay Contractor for services satisfactorily performed prior to the effective date of cancellation. Any reports, drawings, or other documents prepared for the District prior to the effective date of such cancellation shall be delivered to the District by Contractor. The Contractor may cancel this Contract for any reason upon 30 days written notice. Contractor shall not enter into any agreements, commitments, or subcontracts which would incur significant cancellation costs without prior written approval of the District. Such written approval is a condition precedent to the payment of any cancellation charges by the District.

14. Suspension of Work

The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the District.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.



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A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

15. Availability of Information

The District's duly authorized representatives shall have, during the term of the contract and for three (3) years thereafter, access at all reasonable times to all of Contractor's and its subcontractors' personnel, accounts and records of all description, including but not limited to digital and hard-copy files, pertaining to the Contract to verify or review the quantity, quality, work program and progress of the work, reimbursable costs, amounts claimed by Contractor, estimates of cost for fixed rates including those applicable to proposed changes, and for any other reasonable purposes.

This provision shall apply to all contracts except those performed solely on a lump-sum basis. However, where lump-sum and time and materials work (unit price, reimbursable cost, fixed rates, etc.) are performed together, either as a part of this Contract or as separate contracts, then the above audit privilege shall also extend to the District access to all Contractor's records pertaining to all contracts including the lump-sum for assurance that the portions of the work performed on a time and materials basis are not being charged with time, material or other units or cost which are intended to be covered by lump-sum or fixed rates, etc. provided herein, supplement hereto or in such other agreements.

Contractor's and its subcontractors' accounts shall be kept in accordance with generally accepted accounting principles in the particular industry and shall be kept in such a manner and in sufficient detail to clearly disclose the nature and amounts of the different items of service and cost pertaining to the Contract and the basis for charges or allocations to the Contract.

Contractor agrees to maintain records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Per requirements of the state grant funding for this project, Contractor agrees to allow the District, or their designated representative, the right to review and to copy any records and supporting documentation pertaining to the performance of this contract. Further, Contractor shall allow the State to audit records and interview staff related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code, CCR Title 2, Section 1896).

16. Compliance with Tax Reform Act of 1986

Contractor represents and warrants that it will withhold all taxes, if any, which are required to be withheld under applicable law with respect to payments to persons hired by Contractor who perform services for the District. Contractor shall indemnify and hold the District harmless, on an after-tax basis, for any liability incurred by the District as a result of Contractor's failure to institute any such required withholding.

17. Choice of Laws



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This Contract shall be construed and interpreted in accordance with the laws of the State of California excluding any choice of law rules which may direct the application of the laws of another jurisdiction.

18. Nonwaiver

The waiver by either party of any breach of any term, covenant, or condition contained in this Contract or any default in the performance of any obligations under this Contract shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation. Nor shall any waiver of any incident of breach or default constitute a continuing waiver of same.

19. Enforceability

In the event that any of the provisions or the application of any of the provisions of this Contract are held to be illegal or invalid by a court of competent jurisdiction, District and Contractor shall negotiate an equitable adjustment in the provisions of this Contract with a view toward effectuating the purpose of this Contract. The illegality or invalidity of any of the provisions or the application of any of the provisions of this Contract shall not affect the legality or enforceability of the remaining provisions of the Contract.

20. Incidental and Consequential Damages

The District shall not be liable for incidental or consequential damages including, but not limited to, loss of profits, commitments to subcontractors, rental or lease agreement(s), and personal services contracts unless expressly authorized in writing by the District.

21. Prior Work

Services performed by Contractor pursuant to the District's authorization, but before the execution of this Contract, shall be considered as having been performed subject to the provisions of this Contract.

22. Force Majeure

Neither the District nor Contractor shall be considered in default in the performance of its obligations under this Contract, except obligations to make payments hereunder, for work previously performed to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party. In the event either party claims that performance of its obligations was prevented or delayed by any such cause, that party shall promptly notify the other parties of that fact and of the circumstances preventing or delaying performance. Such party so claiming a cause-delayed performance shall endeavor, to the extent reasonable, to remove the obstacles which preclude performance.

23. Integration

This Contract contains the entire agreement and understanding between the parties as to the subject matter of the Contract. It merges and supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between District and Contractor, whether oral or written, and has been induced by no representations, statements, or agreements other than those



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expressed herein. Neither party shall be bound by any prior or contemporaneous obligations, conditions, warranties, or representations with respect to the subject matter of this Contract.



ATTACHMENT B: BID TEMPLATE

Feather River Resource Conservation District understands that successfully implementing the deliverables outlined in this scope of work will likely require a large investment of time and effort from the Consultant. This contract will be structured as a time and materials, not-to-exceed contract. Estimates for hours on this project range from 416- 832 hours.

If additional work is required, additional services must be authorized by FRRCD in writing and shall be paid at the hourly rates as the position provided below

Item 1: Consulting Services

Name	Rate	Unit	Total

Item 2: Operating Expenses (optional)

Item	Rate	Unit	Total

Item 3: Additional Costs (optional)

Item	Rate	Unit	Total



ATTACHMENT C: RESPONSE TO EVALUATION CRITERIA

Name of the firm:

Business address:

Name of person completing form:

Experience of the Firm

What contracts has your firm performed which are similar in scope, magnitude, and complexity to this project? (You need not list more than 5.)

Name of Project	Type of Project	Scope/magnitude	Work performed for	Completion Date

What other contracts has your firm performed in the past three years that would show your firm's capability to undertake this project?

Name of Project	Type of Project	Scope/magnitude	Work performed for	Completion Date



Understanding of the Work

a) What average production rate do you expect to achieve over the course of this project? (This rate should be reflected in your price breakdown as well.)

b) What sequence of work are you planning to ensure timely completion of the project? (*i.e.*, *what areas or work processes will be done first? next? last?*)

c) What contracts do you currently have scheduled to which you will need to commit resources during the period for the performance of this project?

Name of Project	Type of Project	Scope/magnitude	Work performed for	Phone	Completion Date



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d) How do you plan to address quality control (meeting all contract specification requirements), and ensuring work is completed satisfactorily, on schedule, and within budget?