

Request for Proposals

Big Sur River In-stream Flow Assessment



ISSUE DATE: January 18, 2010

DEADLINE FOR SUBMISSIONS: January 29, 2010

TABLE OF CONTENTS

Section 1: SCHEDULE..... 1

Section 2: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT 1

2.1. PURPOSE 1

2.2. BACKGROUND 1

Section 3: INSTRUCTIONS, CONDITIONS, AND NOTICES..... 2

3.1 QUESTIONS 2

3.2. AMENDMENTS TO SOLICITATIONS 3

3.3. MINIMUM QUALIFICATIONS 3

3.4. SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF PROPOSALS 3

3.5. PROPOSAL FORMAT AND CONTENT 4

3.6. PROPOSAL EVALUATION 7

3.7. CONTRACT AWARD 8

3.8. SPECIAL CONTRACT AWARD REQUIREMENTS 8

assess seasonal or annual changes in major water quality parameters. Additionally, fish sampling will be conducted using direct observation to assess use of the lagoon by steelhead and other species. The lagoon work is intended to supplement and be coordinated with an instream flow investigation in the mainstem Big Sur River and tributaries being managed by the California Department of Fish and Game.

Timeline: March 1, 2010 – December 11, 2011

Deliverables: Progress reports, final technical report outlining methods, study results, raw data, and data discussion/interpretation of the Big Sur River lagoon assessment activities, other budget and management information as necessary.

Task 2. Steelhead Habitat Suitability Assessment

The contractor will assess steelhead spawning, rearing, and incubation lifestages from a habitat selection standpoint by identifying and documenting the depths, velocities, substrate composition, cover, embeddedness, and other parameters preferred by steelhead lifestages under currently degraded conditions, and as the system recovers (for length of agreement). A study plan will be provided to and approved by the Department prior to starting this task.

Timeline: March 1, 2010 – September 30, 2012

Deliverables: Approved study plan, progress reports, and final summary report outlining methods, raw data, and discussion/interpretation of steelhead habitat suitability assessment task, other budget and management information as necessary.

Section 3: INSTRUCTIONS, CONDITIONS, AND NOTICES

3.1 QUESTIONS

Questions regarding this RFQ shall be submitted in writing to:

Michael Arredondo
205 SE Spokane Street, Suite 100
Portland, OR 97202
Email: michael_arredondo@psmfc.org
Phone: (503) 595-3100
Fax: (503) 595-3444

Robert W. Holmes
California Department of Fish and Game
Water Branch, Instream Flow Program
830 S Street
Sacramento, CA 95811
Email: rholmes@dfg.ca.gov
ph (916) 324-0838
fax (916) 445-1768

3.2. AMENDMENTS TO SOLICITATIONS

- 3.2.1. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Proposers shall acknowledge receipt of any amendment to this solicitation in the cover letter.

3.3. MINIMUM QUALIFICATIONS

- 3.3.1. Proposers must have been in business for a minimum of three years
- 3.3.2. Proposers must have a license to do business in the State of California
- 3.3.3. Field staff must possess the following qualifications: a Master's Degree or higher in Fisheries Biology, at least 20 years minimum specific experience developing habitat suitability models and/or analysis of aquatic habitat use data, and be able to demonstrate familiarity and use of statistically rigorous survey design for direct observation abundance surveys.

3.4. SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF PROPOSALS

- 3.4.1. Deadline for proposals is January 29, 2010.

- 3.4.2. Proposals must be submitted to:

Attn: Michael Arredondo
205 SE Spokane Street, Suite 100
Portland, OR 97202
Email: michael_arredondo@psmfc.org
Phone: (503) 595-3100
Fax: (503) 595-3444

- 3.4.3. Modifications to proposals may be submitted via hardcopy by courier or mail and/or via email in PDF or MS Word format.

- 3.4.4. PSMFC reserves the right to consult with and to consider information from its own sources, including information from state and federal agencies regarding the proposer's prior performance or the status of outstanding investigations or warrants involving the proposer.

- 3.4.5. Proposers are responsible for submitting proposals, and any modification or revisions, so as to reach PSMFC by 4:00 p.m., local time, on January 29, 2010.

- 3.4.6. Late Proposals

- 3.4.6.1. Any proposal, modification, or revision received at the PSMFC office designated in the solicitation after the exact time specified for receipt to offers is "late" and will not be considered unless it is received before award is made, the PSMFC Fiscal Manager determines that accepting the late offer would not unduly delay the acquisition; and

- 3.4.6.2. There is acceptable evidence to establish that it was received at the PSMFC

installation designation for receipt of offers and was under the PSMFC's control prior to the time set for receipt to offers; or

- 3.4.6.3. It is the only proposal received.
- 3.4.6.4. However, a late modification of an otherwise successful proposal that makes its terms more favorable to the PSMFC, will be considered at any time it is received and may be accepted.
- 3.4.6.5. Acceptable evidence to establish time of receipt at the PSMFC installation includes the time/date stamp of that installation on the proposal's wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of PSMFC personnel.
- 3.4.6.6. If an emergency or unanticipated event interrupts normal PSMFC processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent PSMFC requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal PSMFC processes resume.
- 3.4.6.7. Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn via facsimile received at any time before the award.
- 3.4.7. Proposers shall submit proposals in response to this solicitation in English and in U.S. dollars.
- 3.4.8. Proposers may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- 3.4.9. Proposers may submit revised proposals only if requested or allowed by PSMFC.
- 3.4.10. Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Grants/Contracts Specialist.

3.5. PROPOSAL FORMAT AND CONTENT

3.5.1 General

Proposals must be limited to 15 pages, not including resumes. Proposals must be submitted in 8^{1/2}" x 11" size, typed and, if submitted in paper form, bound with a simple form of fastening, allowing the document to be easily unbound for photocopying purposes. Hard copy proposals must be submitted in a sealed envelope marked "PSMFC Big Sur In-Stream Flow Modeling RFP". If submitting a paper proposal, the Proposer must include one (1) original and two (2) copies.

Proposals may also be submitted as a file attached to an email message and sent to michael_arredondo@psmfc.org with the following inserted in the "subject" line of the email:

“PSMFC Big Sur In-Stream Flow Modeling RFP”. Emailed proposals must be received by the specified deadline according to the internal clock of PSMFC’s server.

Responses must address the items below in the order listed. Proposers should use the following outline in organizing the content of their proposals:

3.5.2. Cover Letter

The letter of transmittal shall, at a minimum, contain the following:

- Identification of the Proposer, including business name, address, and telephone number;
- Name, title, address, telephone number, fax number, and email address of a contact person during the period of proposal evaluation;
- A statement that the proposal shall remain valid for a period not fewer than ninety (90) days from the due date of proposals;
- Identification of any information contained in the proposal that the Proposer deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others under the US Freedom of Information Act. A blanket statement that all contents of the proposal are confidential or proprietary will not be honored by PSMFC); and
- The signature and typed name of the person authorized to bind the offering firm to the terms of the proposal

3.5.3 Firm Information (Informational purposes only)

3.5.3.1. Provide a brief synopsis of the firm’s history and structure.

3.5.4 Firm Qualifications, Experience (35 points)

3.5.4.1 Overview: This section should establish the ability of the Proposer to satisfactorily perform the work described in the Scope of Work (Section 2.3 of this RFP) by reasons of: demonstrated competence in the services to be provided; the nature and relevance of similar work currently being performed or recently completed; record of meeting schedules and deadlines of other clients; competitive advantages over other firms in the same industry; strength and stability as a business concern; and supportive client references. Information should be furnished for both the Proposer and any subcontractors included in the offer.

3.5.4.2 Furnish background information about your firm, including date of founding, legal form (i.e. sole proprietorship, LLC, corporation/state of incorporation), number and location of offices, principle lines of business, number of employees, day/hours of operation and other pertinent data. Disclose any conditions (e.g. bankruptcy or other financial problems, pending litigation, planned office closures, impending mergers) that may affect the Proposer’s ability to perform in accordance with a resulting contract. Certify that the firm is not debarred, suspended or otherwise declared ineligible to contract by any federal, state, or local public agency.

3.5.4.3 Describe your firm’s most noteworthy qualifications for providing the required services to PSMFC, including years of experience providing like services. Specifically highlight those qualifications that distinguish you from others.

- 3.5.4.4 Complete the Reference Form (Attachment 1). Identify at least three (3) current or former clients that PSMFC may contact as references and who can independently evaluate the Proposer's expertise in this area. Describe the work performed for the client and include the name, job title, address, and phone number of a contact person for each reference.
- 3.5.4.5 Describe other lines of business in which your firm is engaged.
- 3.5.4.6 If your organization is a subsidiary or division of a parent firm, provide similar background information on the parent company and identify any other affiliated companies.
- 3.5.4.7 Disclose any existing or potential conflicts of interest between the scope of work required by PSMFC and your firm's other business activity.

3.5.5 Staffing and Project Organization (25 points)

- 3.5.5.1 Overview: This section should discuss the staff who would be assigned to this project, their projected levels of work and their reporting relationships.
- 3.5.5.2 Identify the key personnel from your firm who would be assigned to this project. Include a brief description of their qualifications, current job functions, proposed roles on the project, and office location(s). Designate a principal investigator who would be ultimately responsible for the project. Furnish brief resumes (not more than two pages long) for all key personnel; include these as an appendix, not in the body of the proposal.
- 3.5.5.3 Estimate the number of hours to be devoted to this project by each key personnel member.

3.5.6 Work Plan / Technical Approach (20 points)

- 3.5.6.1 This section should demonstrate that the Proposer understands PSMFC's objectives and requirements, demonstrate the proposer's ability to meet those requirements and outline clearly and concisely the plan for accomplishing the specified work.
- 3.5.6.2 Describe succinctly how your firm would accomplish the work and satisfy PSMFC's objectives as described in this RFP. If appropriate, divide the work into segments or tasks to represent milestones for measuring progress.

3.5.7 Fee (20 points)

- 3.5.7.1 Supply billing rates for each staff member that will be assigned to this project.
- 3.5.7.2 Provide any additional rates for optional consulting hours that may be required for special projects/consulting work.
- 3.5.7.3 Include any additional costs that would be required for this project.
- 3.5.7.4 State your preference for how payments should be made (e.g. monthly, quarterly, semi-annually).

3.5.8 Exceptions / Deviations

State any exceptions or deviations from the requirements stated in this RFP. If your firm wishes to present alternative approaches to meet PSMFC's work requirements, these should be thoroughly explained.

3.5.9 Appendices

3.5.9.1 Furnish as appendices those supporting documents (e.g. staff resumes) requested in the preceding instructions.

3.5.9.2 Include any additional information you deem essential to proper evaluation of your proposal and which is not solicited in any of the preceding sections.

3.6. PROPOSAL EVALUATION

3.6.1 General. All proposals received in accordance with these RFP instructions will be evaluated to determine if they are complete and meet the requirements specified in this RFP. An award will be made to the Proposer whose offer is judged to be the most advantageous to PSMFC. PSMFC expressly reserves the right to reject all proposals and make no award under this RFP.

3.6.2 Process. All Proposals received in accordance with these RFP instructions will be reviewed, analyzed, evaluated and scored in accordance with the criteria described below. If needed, additional information may be requested from one or more Proposers. Interviews will be conducted with the five (5) top scoring Proposers. The evaluators will then select a Proposer for award.

3.6.3 Request for additional information. During the evaluation period, PSMFC may request additional information in order to fairly evaluate a Proposer's offer. If such information is required, the Proposer will be notified in writing (or by email) and will be permitted a reasonable period of time to respond.

3.6.4 Evaluation Criteria. By use of numerical and narrative scoring techniques, proposals will be evaluated by PSMFC against the factors specified below. The relative weights of the criteria – based on a 100 point scale – are shown in parentheses. Within each evaluation criterion listed, the sub-criteria are those described in Section 3.4, "Proposal Format and Content". The evaluation criteria are:

3.6.4.1. Firm Qualifications, Experience (35 points);

3.6.4.2. Staffing, Project Organization (25 points);

3.6.4.3. Work Plan/Technical Approach (20 points);

3.6.4.4. Fee (20 points)

3.7. CONTRACT AWARD

- 3.7.1. The PSMFC intends to award a contract or contracts resulting from this solicitation to the responsible Proposer(s) whose proposal(s) represent the best value after evaluating in accordance with the factors and sub-factors in the solicitation.
- 3.7.3. The PSMFC may reject any or all of the proposals if such action is in the PSMFC's interest.
- 3.7.4. The PSMFC may waive informalities and minor irregularities in proposals received.
- 3.7.6. The PSMFC reserves the right to make an award on any item for a quantity less than a quantity offered, at the unit cost or price offered, unless the offer specifies otherwise in the proposal.
- 3.7.7. The PSMFC reserves the right to make multiple awards if, after considering the additional administrative cost, it is in the PSMFC's best interest to do so.
- 3.7.8. Exchanges with proposer's after receipt of a proposal do not constitute a rejection or counteroffer by the PSMFC.
- 3.7.9. The PSMFC may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced prices exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the PSMFC Fiscal Manager determines that the lack of balances poses an unacceptable risk to the PSMFC.
- 3.7.10. If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- 3.7.12. The PSMFC may disclose the following information in post award debriefings to other proposers:
 - 3.7.12.1. The overall evaluated cost of price and technical rating of the successful proposer;
 - 3.7.12.2. The overall ranking of all proposers, when any ranking was developed by the agency during source selection; and
 - 3.7.13.3. A summary of the rationale for award.

3.8. SPECIAL CONTRACT AWARD REQUIREMENTS

3.8.1. Conflict of Interest

The Proposer warrants that, to the best of the Proposer's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Proposer has disclosed all such relevant information.

The Proposer agrees that if an actual or potential organizational conflict of interest is discovered after award, the Proposer will make full disclosure in writing to the PSMFC Fiscal

Manager. This disclosure shall include a description of actions that the Proposer has taken or proposes to take, after consultation with the PSMFC Fiscal Manager, to avoid, mitigate, or neutralize the actual or potential conflict.

Remedies – The PSMFC Fiscal Manager may terminate the contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Proposer was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the PSMFC Fiscal Manager, PSMFC may terminate the contract for default, debar the Proposer from PSMFC contracting, or pursue such other remedies as may be permitted by law.

The Proposer further agrees to insert provisions that shall conform substantially to the language of this clause, including this paragraph, in any subcontract, personnel agreement, or consultant agreement hereunder.

3.8.2. Indemnification

Contractor shall indemnify and hold harmless PSMFC and its officers, agents, employees, boards and commissions, against any and all loss, damages, liability, claims, suits, costs and expense whatsoever, including reasonable attorneys fees, regardless of the merits or outcome of any such claim or suit arising from or in any manner connected to Proposer's negligent performance of services provided or work conducted as a result of this RFP.

3.8.3. Insurance

Minimum Coverages Required. The Contractor selected for this project will be required to present evidence to show, at a minimum, the amounts of insurance coverage indicated below. Contractor is also responsible for its Subcontractors maintaining sufficient limits of the same coverage required by Contractor and the Contractor is responsible for collecting Certificates of subcontractors, as per below:

- Workers' Compensation and Employer's Liability –All employers, including Contractor, that employ subject workers who work under this contract shall comply with State Worker's Compensation laws applicable to the State where the work is performed. Contractor shall ensure that each of its sub-contractors complies with these requirements.
- Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts of the Contractor, its sub-contractors, agents, officers, or employees' performance under this Contract. Combined single limit per occurrence shall not be less than \$500,000. Annual aggregate limit shall not be less than \$1,000,000.
- Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$ 500,000. Use of personal automobile insurance instead of commercial business automobile insurance may be substituted for sole proprietorships. Note: The sole proprietor must either carry a Business Use Endorsement or insure that business use is covered under their personal auto policy.

Subrogation Waiver Provision. Contractor agrees that in the event of loss due to any of the perils for which Contractor is required to provide or perils insured under State Act

Workers' Compensation or Commercial Business Automobile Liability Insurance, Contractor shall look solely to its insurance for recovery. Contractor shall hereby grant to PSMFC, its officers, agents, employees, boards, commissions, on behalf of any insurer providing Business Auto Liability, State Act Workers' Compensation, or equivalent Policy coverage to either Contractor or PSMFC with respects to the services of Contractor herein, a waiver of any right to subrogate which any such insurer of said contractor may acquire against PSMFC, its officers, agents, employees, boards, and commissions by virtue of the payment of any loss under such insurances.

Evidence of Insurance Provision. Before the final execution of this contract, Contractor and any Subcontractors shall produce a standard Accord form Certificates of Insurance with Insurance Carriers acceptable to the PSMFC, evidencing all required insurances. The Certificate shall also comply with the Additional Insured Provision, Subrogation Waiver Provision and forward actual endorsements from the Contractor's insurance carriers evidencing required coverage amendments.

Renewal/Cancellation. The respective Insurance Carriers and the Certificate of Insurance shall allow for a minimum of 30 day written notice of cancellation, non-renewal or reduction of required coverages before the expiration date thereof and the Certificate shall delete the word(s) "endeavor" and the last two lines of a standard Accord Certificate ("But failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives"). Renewal Certificates evidencing the same shall be received 10 days prior to the expiration of the coverages so evidenced. The Certificate evidencing all requirements herein and any reduction of required coverages or cancellation shall be sent to PSMFC Attn: Rick Masters, 205 SE Spokane Suite 100, Portland, OR 97202. Upon request, Contractor shall furnish PSMFC or the appointed Broker the same evidence of insurance for its subcontractors as PSMFC requires of the Contractor.

Approval of the insurances evidenced or the Accord Certificate by PSMFC shall not relieve or decrease the extent to which the Contractor or subcontractor of any tier may be held responsible for payment or any and all damages resulting from its operations. Contractor shall be responsible for all losses not covered by the policy irrespective of no Certificates Filed, expired Certificates, Approved Certificates or for any reason whatsoever.

Sufficiency of Insurance. The insurance limits or coverages required by PSMFC are not represented as being sufficient to fully protect the Contractor. Contractor is advised and responsible to determine its own adequate coverage or limits for the Contractor/subcontractor.

Qualifications. Insurance companies shall be legally authorized to engage in the business of furnishing insurance in the State of the exposure. All insurance companies shall have a current A.M. Best Rating not less than "A-" and shall be satisfactory to PSMFC.

Modify Insurance Requirements. PSMFC reserves the option, at any time, to require additional Insurance to be provided by Contractor or subcontractor or to otherwise revise the requirements for provided insurance. Any such action shall be deemed a directed change entitling the Contractor/Subcontractor to an increase for the costs incurred due to such change. Contractor/Subcontractor shall provide all such information or records as may be required or helpful in determining additional costs.

If Contractor cannot meet the insurance terms/condition herein, would like to exclude the insurance costs from their bid, and would like to employ the use of direct brokerage services, Contractor may request PSMFC to assign an insurance broker that is ready to meet the insurance requirements herein. The appointment of an insurance broker shall not relieve Contractor of any duties or liabilities under the contract.

ATTACHMENT 1

REFERENCE FORM

Proposing Firm Name

Proposer must submit a minimum of three (3) client references from different sources of work performed that are similar in size and scope of this RFP. It is the responsibility of the Proposer to verify correct/working contact information for each reference and verify that the reference is willing to respond to PSMFC. The reference information shall include the following:

Reference #1

Name of Firm:	
Project Title:	
Project Description:	
Project Duration:	
Name of Contact Person:	
Title of Contact Person:	
Address:	
Phone #:	
Email Address:	

Reference #2

Name of Firm:	
Project Title:	
Project Description:	
Project Duration:	
Name of Contact Person:	
Title of Contact Person:	
Address:	
Phone #:	
Email Address:	

Reference #3

Name of Firm:	
Project Title:	
Project Description:	
Project Duration:	
Name of Contact Person:	
Title of Contact Person:	
Address:	
Phone #:	
Email Address:	