

Education, Interpretive Planning and Design within the Lower Yuba River



Request for Proposals

**Mandatory Pre-Submission Meeting:
Thursday, July 19 9am-11:00am**

**Submission Deadline:
Friday August 3 – Noon**

Interviews (if necessary)
Thursday August 9 in the AM.



Introduction

The South Yuba River Citizens League (SYRCL) invites proposals for the development of an interpretive and education plan for the section of the lower Yuba River between the UC Sierra Field Station and Hammon Park. This project would also include design of interpretive signs, a kiosk and educational materials. We are looking for a qualified team to fulfill the requirements listed below.

A key strategy of SYRCL is to restore self-sustaining populations of wild salmon to diverse habitats within the Yuba River watershed. SYRCL's near term goal is to secure a conservation easement and to restore habitat within this segment of the river.

Important messages identified for this segment of the river include Native American use, past impacts from mining, current uses, and future restoration efforts. These messages will be communicated using signage, web pages and a brochure.

Mandatory Pre-submission Meeting

There will be a mandatory pre-submission meeting on July 19, 2012. All submitters must be represented at this meeting.

Questions about the Process, Scope of Work or Proposal

Questions will be addressed about this RFP in three stages. Prior to the pre-submission meeting, questions will be answered via email. All of the e-mail, questions and responses will be provided at the pre-submission meeting. Questions after the pre-submission meeting will be emailed to all submitters one week before the submission deadline. Questions after July 26, 2012 will not be addressed. Please contact Gerald Dion (jerry@syrcl.org) via email with any questions pertaining to this RFP.

Critical Role of Project Manager

SYRCL wishes to have one point of contact with a submitting team and that person should be the project manager. The project manager should have a significant role in all tasks. The project manager's qualifications should be highlighted within the proposal. Ideally, the project manager can attend the pre-submission meeting and the project manager must attend the interview (if required). Once under contract, changes of project manager must be agreed to in writing by SYRCL.

Selection Process

SYRCL will try to select a team with just the submitted written proposal. However, if needed, SYRCL will ask two or three teams to an interview on August 9, 2012 in the morning.

SYRCL anticipates entering into a contract with the awarded team to execute the proposed work. The RFP, however, does not commit SYRCL to award a contract, to pay any costs incurred in the preparation of a proposal, or to contract for goods and/or services offered. SYRCL reserves

the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified Contractors, or to cancel this RFP, if it is in the best interests of SYRCL and the project to do so. The decision of SYRCL shall be final.

After the selection of a Contractor, a period of collaboration will be initiated between SYRCL and the Contractor to better define, elaborate upon, or modify the Contractor's exact and final scope of work.

Key Qualifications

There are several key qualifications we would like to see in a project team. These include: successful completion of other similar projects, including an interpretation/educational plan. Knowledge of salmon issues in the region. Knowledge of gold mining practices and other impacts to the river, and knowledge of the importance and impacts of gravel mining. The area around the kiosk may require some earthwork, so having someone on the team that is a civil engineer or landscape architect would be important.

Total Budget

SYRCL has \$40,000.00 allocated for this contract. There are no additional funds to expand the budget in the future. Cost effectiveness and quality are important to SYRCL. A ten percent contingency is recommended to be included in the Contractor's budget.

Proposal Format (page limits strictly enforced)

0. Cover Letter (signed by authorizing agent).
1. Introduction (1 page)
2. Project Understanding (1 page)
3. Team Qualifications and Experience (focus on key staff, expanded resumes in appendix)
4. Scope of Work (3-5 pages)
5. Budget & Schedule (3-4 pages)
 - a. Provide one budget table that includes hours and rate and totals by staff person and task.
 - b. Provide billing rates per staff and classification.
 - c. Provide schedule by sub task.
6. CVs or resumes of key staff (no limit for key staff, 3 page max for others)
7. Portfolio (up to 15 pages of sample work)

Instructions for Submission

1. Proposals must be received by SYRCL on or before noon of August 3, 2012. Proposals received after this deadline will not be considered.
2. Proposals need to conform to requirements set out in this RFP.
3. Proposals can be submitted via mail, courier, hand delivery, or via email. No facsimile will be accepted. Electronic submittals (via email) must be one file in a pdf format with all necessary signatures. The consultant is responsible for file quality, pdf format, and readability. Electronic submissions must be followed up with a phone call to confirm SYRCL's receipt of the document and that it can be opened.

4. There is a mandatory pre-submittal meeting July 19, 2012 from 9am to 11am. Meet under the Hwy 20 Bridge on the south side of the Yuba River. Timbucktoo Road leads from Hwy 20 to under the bridge.
5. Proposals must state that they are valid for a period of at least 30 days from the closing deadline.
6. SYRCL reserves the right to waive irregularities and to reject any or all bids and discontinue this RFP process without obligation or liability at its sole discretion.
7. SYRCL reserves the right to negotiate with the selected consultant on the final scope of work.
8. The submission of a proposal implies an acceptance of the process as described in this RFP.
9. The submission of a proposal implies a general acceptance of the draft contract attached (see attached sample contract.)

Schedule

<u>Event</u>	<u>Date</u>
1. RFP Distributed to Bidders	July 11
2. Pre-Submission Meeting Onsite	July 19
3. Bid Proposal Due	August 3
4. Interviews (if necessary)	August 9
5. Anticipated Date for Contractor Selection	August 10
6. Anticipated Date for Contract Execution	TBD*
7. Anticipated Date for Start of Work	TBD*
8. Anticipated Date for Completion of Work	5 to 9 months after start of work

*Contract execution is dependent on SYRCL finalizing the conservation and trail easement between a private landowner and a local land trust. This may take between 60 and 100 days.

Equal Opportunity Employer

SYRCL does not discriminate based on race, gender, or ethnicity. All parties are welcome to submit a proposal.

Project Description

The larger project includes the permanent protection by conservation easement of about three miles of the lower Yuba River downstream of the Highway 20 Bridge. Another easement will provide hiking and fishing access in the same area. In conjunction with these easements, SYRCL is seeking proposals for educational and interpretive signage services along the river between the UC Sierra Field Station and Hammon County Park. It is envisioned that there would be one large kiosk near the Highway 20 Bridge and several smaller interpretive panels. Educational materials for a downloadable brochure and a website would likely focus on the same topics/themes.

The first task is to develop a short educational and interpretative plan document describing the locations and themes for each sign and for the educational material. This planning level document should also consider placing signs within Hammon Park and/or the UC Sierra Field Station.

Following approval of the plan document, the signs would be designed (draft and final versions), the kiosk and surrounding area would be designed and the brochure and website story boards will be generated. A Quick Response Code (QR code) will be part of each sign to allow readers to connect to relevant web pages using a smart phone. As part of the project, key SYRCL staff will be available for a workshop (in Nevada City or on-site) to assist in development of themes and messages.

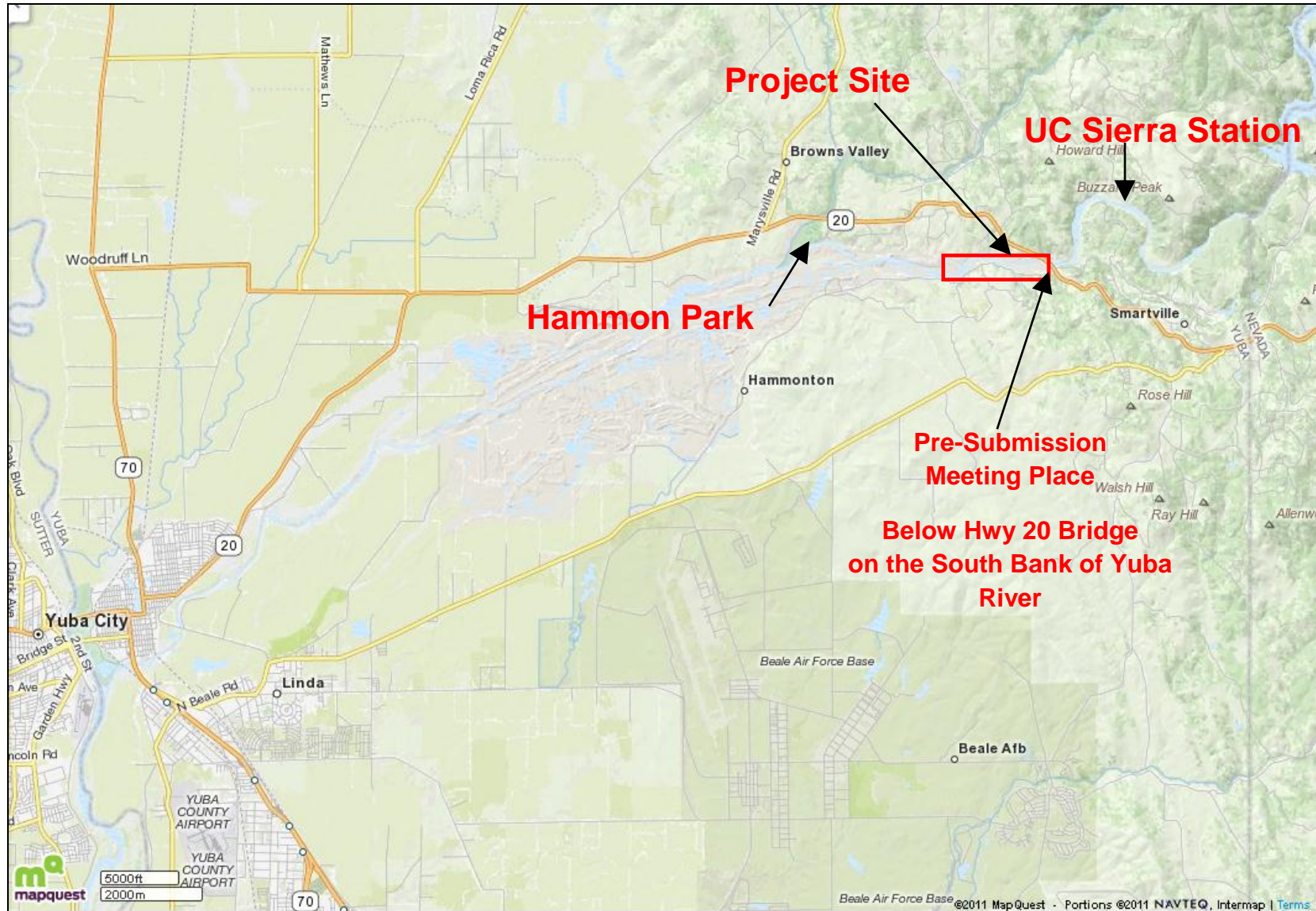
Deliverables for this project include:

- A. Draft and final Education and Interpretive Plan (in the range of 9-10 pages)
- B. Draft and final design of the interpretive panels. The consultant will be responsible for working with a selected manufacturer to provide the correct files.
- C. Design of the kiosk of sufficient detail that it can be manufactured.
- D. Landscape or earthwork design related to kiosk areas (this may require either an engineering stamp or landscape architecture stamp).
- E. One trifold brochure in pdf form.
- F. Website storyboards with final written copy (note: webpage authoring will be done by SYRCL contractor).

What the consultant is not responsible for:

1. Manufacture of kiosk
2. Installation of kiosks or signs
3. Any trail construction or earthwork associated with kiosk location
4. Manufacture of signs
5. Web page authoring

Figure 1. Project Location



Request for Proposals: Lower Yuba River Interpretation

Sample Contract

South Yuba River Citizens League

CONTRACTOR AGREEMENT

This Contractor Agreement is executed on [date] by and between [insert] (herein “Contractor”) and the South Yuba River Citizens League (herein “SYRCL”), a California non-profit benefit corporation, and is based upon the following facts:

- A. SYRCL is a California Non-profit Benefit Corporation, duly authorized by the State of California, whose mission is to protect, defend and restore the Yuba River in California and its environs.
- B. In furtherance of this mission SYRCL has received a commitment for funding of a [insert] project name, summary, funding – see example: *habitat enhancement project on the lower Yuba River known as the Hammon Bar Riparian Enhancement Pilot Project which is designed to be a pilot for subsequent river rehabilitation efforts. This project is to be funded by the US Fish and Wildlife Service Anadromous Fish Restoration Program in concert with landowner, Western Aggregates Inc., and the United States Bureau of Land Management*].
- C. [Insert] additional description if needed – see example: *The Hammon Bar Riparian Enhancement Pilot Project is to be completed in five distinctive phases which are more fully described in that certain Request for Proposals for Donor Plant Harvest, Planting and Piezometer Installation at Hammond Bar, Yuba River which document is incorporated herein by this reference*].
- D. This Agreement between SYRCL and Contractor is for the purpose of engaging Contractor as Project Manager for [Insert] project name – see: *Phase One of the Hammon Bar Riparian Enhancement Pilot Project only*].

In light of the foregoing, the recital of which is incorporated in the agreement of the parties set forth below as though fully set forth therein, and of the mutual conditions, covenants and promises set forth below, the parties agree as follows:

1. Engagement. SYRCL engages Contractor and Contractor accepts engagement by SYRCL to perform those services (“Services”) described in Exhibit A, Scope of Work. Contractor agrees to undertake, perform and complete services in a thoroughly, good and professional manner.

2. Compensation. Compensation for all services, materials and expenses provided by contractor shall be based on a set contract amount of \$[insert], unless and until altered by subsequent amendments or

agreements. Contractor shall receive an initial payment of [insert amount] upon execution of this agreement and the further sum of [insert] if applicable – ex: \$2500 at the end of each two week period of this contract].

3. Term. The term of this agreement shall commence on execution of this contract and shall continue through [insert] or until completion by Contractor of the Services described in Exhibit A, or until terminated as set forth below, or by subsequent amendment or agreement.

4. Time Is of the Essence. The parties acknowledge and agree that time is of the essence.

5. Relationship of Parties. SYRCL and Contractor intend and agree that Contractor, in performing Services, shall be and shall act as an independent contractor, and shall have full and complete control of Contractor's work and the manner in which it is performed. Contractor shall be and is free to contract or perform similar duties for others during the term of this agreement, so long as such does not interfere with Contractor's performance of the Services in the manner and at the times specified on the attached Exhibit A, Scope of Work. Contractor is not and shall not be deemed an agent or employee of SYRCL. Contractor may, at Contractor's expense, use employees or other subcontractors to perform the services. Contractor shall be responsible for the professional performance of the services contracted for hereunder; however, this contract shall be supervised by SYRCL as to quality, timeliness and conformance to the Exhibit A, Scope of Work. Under no circumstances shall Contractor look to SYRCL as Contractor's employer or as a partner, agent or principal. Contractor shall not be entitled to any benefits accorded to SYRCL employees including, without limitation, health benefits, workers compensation coverage, disability insurance, vacation or sick pay. Contractor is responsible for payment of all State, Federal, or Local taxes, including income tax, withholding tax, social security tax, or pension contributions, on the funds distributed by SYRCL. SYRCL is not responsible for payment of taxes or penalties applicable to nonpayment or underpayment of taxes.

6. Contractor's Representation and Indemnities. Contractor represents that Contractor has the qualifications and ability to perform the services in a thorough, good and professional manner, without the advice, control or supervision of SYRCL. Contractor hereby indemnifies SYRCL for any claims, losses, costs, fees, including attorney's fees reasonably incurred by SYRCL in enforcing this agreement, liabilities, damages or injuries suffered by SYRCL arising out of Contractor's breach of this agreement. The parties agree that the scope of this contract and the services herein to be performed will not cause contractor to incur vicarious liability or responsibility for the acts of third parties, construction contractors supervised or any other acts otherwise incurring such vicarious liability.

7. Rights in Data. Data obtained by the Contractor from SYRCL or during the performance of this contract shall not be shared or distributed to any third parties for any purpose other than the fulfillment of this contract. All data delivered to contractor by SYRCL shall remain the intellectual property of SYRCL. Prior of delivery of any such data to subcontractors, contractor shall assure that such delivery does not jeopardize SYRCL's ownership rights in such data.

8. Termination. This contract may be terminated by SYRCL upon 14 days' written notice to Contractor. Otherwise, termination is by mutual agreement with 30 days' written notice or immediately upon breach of this Agreement. A breach of this Agreement includes but is not limited to a violation of the

policies and rules of SYRCL, by the making of a misrepresentation or false statement by the Contractor, nonperformance of any of the Contractor's duties as outlined in the Scope of Work, death of the party or parties, or upon the occurrence of a conflict of interest between the Contractor and SYRCL.

9. Assignment. Contractor shall not assign rights or duties under this contract without prior written consent of SYRCL.

10. Interpretation of Agreement.

a. Contract. This agreement and the exhibits attached hereto constitute a complete integration of the agreement between SYRCL and Contractor, and supersede all prior discussion, negotiations and agreements, whether oral or written. Any amendment to this Contract, including any oral modification supported by new consideration, must be reduced to writing and signed by authorized representatives of both parties before it will be effective.

b. Counterparts. This Contract and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

c. Binding on successors. This agreement inures to the benefit of, and is binding on, the parties and, except as limited by section 10 below, the respective heirs, personal representatives, successors and assigns.

11. Amendments. By mutual agreement, the Contractor and SYRCL may amend this agreement. Contractor shall submit a written request for amendment to SYRCL. The amendment is not effective until SYRCL provides written approval of the amendment, its terms and conditions.

12. Breach. Should either party default in the performance of this agreement or materially breach any of its provisions, the non-breaching party may terminate this agreement by giving written notification to the breaching party. Termination shall be effective immediately on receipt of said written notification, or five days after mailing of said notification, whichever occurs first. For purposes of this section, material breach of this agreement shall include, but not be limited to, the following:

- a. Failure of contractor to perform the services in the manner and at the times required as set forth on the attached Exhibit A, Scope of Work.
- b. Death of Contractor; nonpayment of compensation by SYRCL in the manner required, or, bankruptcy or insolvency of either party.

13. Liquidated Damages. Contractor understands that time is of the essence, and agrees to perform consistent with the terms of this engagement (described *supra* in Section 1 and *infra* in Attachment A). In the event of a determination that Contractor is in material breach of this agreement, Contractor agrees to:

- a) disgorge any payments made by SYRCL to Contractor associated with this engagement;
- b) forfeit any claim for further payment to SYRCL to Contractor associated with this engagement;

c) forfeit to SYRCL any work product generated as a result of this engagement forthwith in the medium or media requested by SYRCL at the outset of this engagement;

d) divest of any property interest in the work product generated as a result of this engagement

14. Captions and Controlling Law. The captions heading the various sections of this agreement are for convenience and shall not be considered to limit, expand or define the contents of the respective sections. Masculine, feminine, or neutral gender, and the singular and plural number shall each be considered to include the other whenever the context so requires. This agreement shall be interpreted under California law and according to its fair meaning and not in favor or against any party.

South Yuba River Citizens League

By: _____

Date: [insert]

Caleb Dardick

Executive Director

CONTRACTOR, [name]

Date: [insert]

SS# [insert]

[insert address]

SAMPLE: Exhibit “A”

SCOPE OF WORK: