



Request for Proposals



GREAT VALLEY GRASSLANDS RIVER PARK PLANNING PROJECT

Planning and Permitting Services

American Rivers

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AmericanRivers.org

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GENERAL INFORMATION

1.1 DEFINITIONS

Project Management Team: American Rivers, California Department of Parks Recreation (State Parks), River Partners, and Cultiva Central Valley (CCV)

Project Manager: The American Rivers staff person coordinating and managing the Project.

Primary Contact: Patricia Flores, pflores@americanrivers.org, (559) 578-4771

Wildlife Conservation Board: The primary funder for this project, to whom American Rivers must submit regular progress reports and all deliverables within the timeline described in this document.

Request for Proposals (RFP): The formal document used by American Rivers to solicit Proposals from entities or individual(s) for a Scope of Work to be carried out for a Project.

Project: The total undertaking to be accomplished for American Rivers by Contractor, Subcontractors, and collaborators that requires certain qualifications.

Proposal: An offer submitted by a Bidder in response to this RFP.

Bidder: An entity or individual that submits a Proposal to American Rivers in response to this RFP.

Successful Bidder: A Bidder selected by American Rivers to enter into negotiations for a satisfactory agreement.

Contractor: The person or entity that executes a contract to perform the tasks and deliverables outlined in the Scope of Work.

Subcontractor: An individual or entity with whom Contractor chooses to contract with to perform specific tasks or specialized services for the Scope of Work.

Scope of Work: The specific deliverables, tasks, timelines, and activities, as described in this RFP, to be performed by Contractor and any potential Subcontractors and/or collaborators for the Project. The Scope of Work may be divided into phases.

Agreement: The executed, fully integrated, written agreement between American Rivers and Contractor concerning the Scope of Work, to be executed by a Successful Bidder, and which incorporates the RFP and other Project documents specified in the Agreement.

Contract Price: The not-to-exceed amount of money that American Rivers has agreed to pay Contractor for completion of the Scope of Work in accordance with the Agreement.

Contract Times: The number of days or the dates by which Contractor shall achieve and complete the Scope of Work as well as any separate milestones or deadlines under the Scope of Work.

Field Order: A written order, usually issued by the engineer or design firm, which requires clarification or only minor changes in the Scope of Work but does not change the Contract Price or the Contract Times.

Change Order: A document submitted by Contractor requesting a change that constitutes an addition, deletion, or revision in the Scope of Work, or an adjustment in the Contract Price or the Contract Times, to be approved or denied by American Rivers. Approved Change Orders will be followed by an amendment to the Agreement.

1.2 INTRODUCTION

American Rivers seeks one or more qualified Contractors to provide restoration designs, public access designs, compliance, and permitting services for a planning project on approximately 1,083 acres (Project Area) of the 2,826-acre Great Valley Grasslands State Park in Merced County, California. The Great Valley Grasslands River Park Planning Project (Project) is a combined restoration and public access planning project on the conserved lands of Great Valley Grasslands State Park (GVGSP). Few public access opportunities exist at this park, and walking trail, wildlife viewing, and non-motorized boating improvements have the potential to dramatically improve surrounding low-income and historically marginalized communities' ability to access nature and the San Joaquin River. The ecological resilience of the floodplains in the Project Area are threatened by poor river floodplain connectivity, invasive vegetation, and the legacy of damaging land use practices. This Project will complete 65% designs for aquatic habitat restoration and public access improvements, as well as California Environmental Quality Act (CEQA) compliance and permitting activities required to obtain funding to implement a multi-faceted project that improves the ecological resilience of the park and the well-being of disadvantaged communities adjacent to GVGSP, which suffer from a severe lack of access to open-space, nature, and recreation.

American Rivers is issuing this Request for Proposals (RFP) to qualified firms to demonstrate their qualifications, background, pricing, approach, and ability to perform the required work, which includes, but is not limited to, one or more of the following tasks: 1) public access planning and design; 2) restoration planning and design; and 3) environmental compliance and permitting. Project management and coordination for monitoring and long-term management planning services are elements of each of these tasks.

Due to the multidisciplinary nature of the Project, American Rivers reserves the right to award separate contracts for different components of work to multiple Contractors, each selected based on being the most qualified of their respective work component. Bidders may submit Proposals for one or more tasks as defined in the Scope of Work, and American Rivers will be responsible for selecting and assembling the final project team from among the Successful Bidders.

Accordingly, Bidders who submit a Proposal covering multiple tasks may be selected to perform only one (or some) of those tasks, based on American Rivers' determination of qualifications and overall Project needs. By submitting a Proposal, Bidders acknowledge and accept this possibility and the possibility of participating in a multi-Contractor team environment as coordinated by American Rivers' Project Manager. In addition, performance of the Agreement may require Contractor(s) to work with community groups and government agencies, including but not limited to, State Parks, CCV, and River Partners.

Please note that while American Rivers is open to working with a team of Contractors assigned by task if such a configuration seems uniquely beneficial, our preference remains to establish an Agreement with a single Contractor carrying out all tasks, primarily for administrative efficiency. Therefore, we are most interested in receiving Proposals from individual Bidders that illustrate comprehensive strategies to meet all deliverables, with the understanding that a subset of services may necessitate the inclusion of sub-contractors.

This procurement consists of evaluating Proposals and Interviews in response to this RFP with the intent to award an Agreement to one or more successful, responsive, qualified Contractors (collectively referred to as the "Contractor" for the remainder of this RFP) whose qualifications

conform to the requirements of this RFP and are considered the most qualified by the Project Management Team.

The term of the Agreement(s) resulting from this RFP will not extend beyond September 1, 2026 (the current Agreement end date between American Rivers and the funder). No work may begin prior to the execution by both parties of an Agreement. Any services to be provided by Contractor shall only be performed pursuant to a Scope of Work that provides a detailed description of the services to be performed, specific applicable compliance and conditions, the time for the work to be performed, and the not-to-exceed amount to be charged for the Agreement.

The services described herein are not exclusive, and American Rivers reserves the right to enter into other agreements covering the same or similar services, or to perform the same or similar services itself or through its agents.

American Rivers requires its contractors to provide services that meet or exceed the applicable professional standard(s) of care and produce deliverables of the highest quality within a constrained schedule to meet program commitments. It is acknowledged by Contractor that time is of the essence in the performance of each assigned task. The services, and any defined deliverables, shall be completed and delivered to American Rivers in a prompt and timely manner so as to permit the effective review and deployment of the deliverable(s) to American Rivers during and throughout the performance of any Agreement resulting from this procurement.

1.3 RESPONSE DEADLINE

All Proposals in response to this RFP must be submitted electronically (as PDFs) to Patricia Flores at pflores@americanrivers.org by 5pm PST on Monday, August 11, 2025, with the subject line: "Great Valley Grasslands River Park Planning Project." The designated point of contact for each Respondent will receive an email confirmation of receipt of their Proposal. Any Proposals received after this date and time will be rejected.

1.4 WITHDRAWAL OF PROPOSAL SUBMITTALS

A proposal submittal may be withdrawn at any time prior to the time set for receipt of submittals, provided that a request for withdrawal prepared by the submitter or a duly authorized representative is filed with American Rivers. The withdrawal of a submittal package shall not prejudice the right to resubmit prior to the time set forth herein above.

1.5 REJECTION OF PROPOSAL SUBMITTALS

American Rivers reserves the right to reject any or all submittals received in response to this RFP or to cancel this RFP or to terminate the selection proceedings at any time, if it determines such action is in the best interests of American Rivers.

1.6 PRE-SUBMISSION SITE WALK

American Rivers and State Parks will host an optional pre-submission site walk to view the proposed restoration and public access sites and ask the Project Management Team representatives questions about the Project. The site walk will tentatively take place on Friday, August 1st, 2025, from 11am-1pm PST; any changes in schedule will be announced with as much advanced notice as possible. Additional meeting details will be provided closer to the time of the site walk. Submitters interested in participating in the site walk should email Patricia Flores at their

earliest convenience (pflores@americanrivers.org) to confirm attendance and number of staff attending.

1.7 PROJECTED SCHEDULE FOR SELECTION OF CONTRACTOR

The following schedule has been established for the proposal and selection process. Every effort will be made to adhere to this schedule, but American Rivers reserves the right to adjust the dates as may be required by circumstances. Proposal selection will be decided by the Project Management Team.

Schedule:

Monday, July 21, 2025	Request for Proposals released
Monday, July 28, 2025	Deadline for questions
Thursday, July 31, 2025	Q&A Digest distributed via e-mail, as requested
Friday, August 15, 2025	Due date for Proposals
Monday, August 18, 2025	Successful Contractor selection

1.8 AWARD

The Successful Bidder(s) shall be required to execute an Agreement issued by American Rivers. Successful Bidder shall be selected and designated to perform the tasks and deliverables requested in the Scope of Work for the Project for a term not to extend beyond September 1, 2026, unless a Change Order is authorized by American Rivers and issued in the form of an amendment to the Agreement. American Rivers does not guarantee that an Agreement will be written from this RFP or that a Successful Bidder will be selected.

2 SCOPE OF WORK

2.1 DESCRIPTION

American Rivers has prepared this RFP for the purpose of soliciting Proposals from qualified Bidders to provide the tasks and deliverables requested in the following Scope of Work. All RFP information shall be carefully reviewed by all Bidders. Bidder shall be familiar, and capable of complying, with all laws and regulations that may affect cost, progress, and performance of the Project.

Bidders may, as mentioned above, choose to submit Proposals to one or more tasks as outlined in Project Objectives. Because American Rivers will evaluate qualifications and make selections on a task-by-task basis, each task must be addressed separately within the Proposal. Specifically, Bidders are expected to provide distinct and clearly labeled information for each task they propose to undertake, including, but not limited to:

- A task-specific approach and methodology
- Deliverables
- Timeline
- Cost breakdown for each task

Proposals that only include a consolidated or generalized cost table across multiple tasks may be considered non-responsive.



Photo 2. View to northeast of Great Valley Grasslands State Park showing landscape typical of the area proposed for public recreational access improvements like land and water trails and river access and nature/fishing viewing platforms. Note adjacent farmland, lack of mature riparian forest cover along channel banks, and floodplain channel disconnected from the San Joaquin River.



Photo 3. Looking southeastward along San Joaquin River at Great Valley Grasslands State Park shows a river reach typical of the area proposed for a water trail. The levee extending along right-hand side of photo will be strategically breached in 2025 to restore floodplain functions. Additional examples of stream bank with no riparian cover are shown along north bank of San Joaquin River.

Questions: American Rivers will not respond to telephone questions about this RFP. Questions concerning this RFP must be received via email (pflores@americanrivers.org) by 5pm (PST) on Monday, July 28th, 2025. Questions should have the subject line: “Great Valley Grasslands River Park Planning Project - RFP Questions” to be considered. Respondents wishing to obtain a digest version of all questions and answers should send their email address to Patricia Flores (pflores@americanrivers.org) subject line: “Great Valley Grasslands River Park Planning Project – Q&A Digest” by 5pm (PST) on Monday, July 28th, 2025. American Rivers shall distribute the Q&A Digest via email by 5pm (PST) Thursday, July 31st, 2025.

2.2 TASKS AND DELIVERABLES

Task 1: Project Management: Contractor shall track task progress, submit monthly or quarterly progress reports with invoice, attend monthly virtual meetings, and be available for phone calls as necessary to coordinate with American Rivers, River Partners, and other Project Management Team members for the Project. **Contractor should incorporate Project Management (i.e., Task 1) into Tasks 2, 3, and 4, separately, and not include project management as a stand-alone undertaking.**

Task 2: Public Access Planning and Design: Contractor shall work with the Project Management Team and communities of interest to build on the conceptual alternatives developed by State Parks as part of the ongoing GVGSP General Plan planning process (https://www.parks.ca.gov/?page_id=31539) to advance designs for public access opportunities within GVGSP. Contractor will also coordinate with the Project Management Team to finalize a Public Access Scoping Report.

Subtask 2.1: Community Engagement: Contractor shall work with the Project Management Team to organize and engage in local public engagement events and focused discussions with key communities of interest to support development of the public access and habitat restoration designs (completed as part of Task 3) and Public Access Scoping Report.

Subtask 2.2: Public Access Scoping Report and Public Access Designs:

2.2a: Public Access Scoping Report: Contractor shall coordinate with the Project Management Team to finalize a Public Access Scoping Report, which will summarize conceptual alternatives and identify and recommend current and potential future areas to advance designs for public access amenities such as fishing, nature observation, water recreation, and trails. The Report will be guided by the GVGSP General Plan, local community input, existing reports and resources, and informed by research into best practices in the region for balancing providing public access and protecting sensitive habitat.

2.2b: 30% and 65% Public Access Designs: Contractor will develop 30% and 65% designs for the conceptual alternatives recommended in the Public Access Scoping Report, along with an estimate of probable construction costs based on the 30% or

65% designs. American Rivers anticipates that the Contractor will continue to complete 90-100% designs, in addition to overseeing construction, once implementation funding is secured; Bidder should briefly describe qualifications and approach for this work in its Proposal.

Task 3: Restoration Planning and Design: Contractor, under guidance from the Project Management Team, shall develop restoration designs for aquatic habitats on approximately 1,000-acres on the northern bank of the San Joaquin River, prioritizing a 487-acre Project Area to the west of State Route 165. Restoration designs will be built on the *Conceptual Habitat Restoration Plan for Great Valley Grasslands State Park* (River Partners, September 2018). The Contractor shall complete designs and a Basis of Design Report for side channel and floodplain areas, in addition to a hydraulic analysis of the project area, while River Partners develops a Restoration Implementation Plan and Planting Plan for riparian and upland areas.

Subtask 3.1: Aquatic Habitat Restoration Designs and Basis of Design Report: Contractor, under guidance from the Project Management Team shall refine aquatic habitat restoration objectives in the Conceptual Habitat Restoration Plan, develop aquatic habitat restoration concepts (such as a side channel and/or floodplain restoration), evaluate concepts, and complete 30% and 65% designs for a preferred alternative. Contractor shall summarize the design process in a Basis of Design Report and develop an estimate of probable construction costs based on the 30% or 65% designs. American Rivers anticipates that the Contractor will continue on to complete 90-100% designs, in addition to overseeing construction, once implementation funding is secured; Bidder should briefly describe qualifications and approach for this work in its Proposal.

Subtask 3.2: Hydraulic Analysis: Contractor shall conduct a hydraulic analysis to provide technical engineering design and evaluation for an excavated floodplain. The analysis shall model historical river flows at the project area in order to determine the elevation which would inundate during the rainy season, for the any inputted duration and frequency.

Task 4: Environmental Compliance and Permitting: Contractor shall work with the Project Management Team to complete environmental compliance and permitting needs for the 65% habitat restoration designs and 65% public access designs. Contractor, in collaboration with the Project Management Team, shall prepare environmental compliance documents for the California Environmental Quality Act (CEQA) for the proposed actions described in the 65% restoration designs. American Rivers anticipates that the Contractor will continue to support final compliance and permitting once 90-100% designs are complete and once implementation funding is secured Bidder should briefly describe qualifications and approach for this work in its Proposal. Such future work would not be included in the current Contract but, if applicable, maybe incorporated through an Amendment.

Subtask 4.1: Biological Resources Evaluation

Contractor shall prepare a Biological Resources Evaluation and an Opportunities and Constraints Technical Memorandum to assess and describe existing conditions on the Project site to provide necessary site and resource information for both restoration design work (Task 3) and environmental compliance and permitting needs. River Partners will support development of the Biological Resources Evaluation Report through completion of surveys on the project site targeting both sensitive and common native species, as well as invasive plant populations. Contractor shall summarize the results of the surveys in the Biological Resources Evaluation Report. Survey results will also be documented via photo and geospatial data. River Partners will also contribute information and analyses to support development of the Opportunities and Constraints Technical Memorandum. Analysis of conditions on the project site will inform restoration opportunities and include the soil assessment to the degree that the budget allows.

Subtask 4.2: Wetland Delineation: Contractor (or sub-contractor) shall complete a wetland delineation for approximately 1,000 acres on the northern bank of the San Joaquin River to support restoration design development and project permitting.

Subtask 4.3: CEQA Compliance: Contractor shall prepare a CEQA Document, a Notice of Determination or Exemption, and a Mitigation Monitoring and Reporting Plan for the habitat restoration designs, including draft and final versions and all required public outreach. **The CEQA analysis will be limited to restoration activities** and does not include development of public access infrastructure, which will be developed in a later phase. Contractor shall conduct (or hire a sub-contractor to conduct) a cultural/archaeological site assessment, including components needed for CEQA and permitting (see Subtask 4.4).

Subtask 4.4: Regulatory Permitting: Contractor shall lead completion of regulatory permit applications with assistance from the Project Management Team for the following permits:

1. Pre-Construction Notification with the US Army Corps of Engineers (USACE)
2. 401 permit application with the Central Valley Regional Water Quality Control Board
3. Lake and Streambed Alteration Agreement (LSAA) permit application with California Department of Fish and Wildlife
4. Encroachment permit application with the Central Valley Flood Protection Board (CVFPB)

Task 5: Monitoring and Long-Term Management: Contractor shall coordinate and provide regular updates with River Partners, to assist in the development and implementation of a Monitoring and Long-Term Management Plan. The Plan will incorporate long-term management planning that builds off and integrates with existing long-term vegetation management policies and practices at GVGSP and will be executed by State Parks. River Partners, in turn, will provide relevant data and information generated through their deliverables, including the Pre-Project Monitoring Report and any geographic data, to American Rivers and the Contractor, to inform work on the other Tasks in this Scope of Work. **Contractor should incorporate Monitoring and Long-Term Management**

(i.e., Task 5) into Tasks 2, 3, and 4, separately, and not include monitoring and long-term management as a stand-alone undertaking.

Task/Deliverables Timeline: While September 1st, 2026 is the final grant deadline for this project, American Rivers is seeking an extension. American Rivers requests that Bidders develop their Task timeline based on the September 1, 2026 completion date and include in their proposal a timeline for completion for each of the following deliverables. We encourage Bidders to submit Proposals reflecting interconnected and concurrent strategies for approaching these tasks, such that each component appropriately informs each other—for example, restoration designs should take into account cultural resources such as Indigenous cultural sites documented in the Environmental Compliance and Permitting task, and restoration design and cultural resources should be taken into account during Public Access Planning to protect sensitive areas. The Project Management Team will collectively decide upon a final timeline at the Project Kickoff meeting. Please feel free to reach out to Patricia Flores (pflores@americanrivers.org) with any questions regarding the deliverables timeline.

The following are the key deliverables for which the Contractor will be responsible under each project task:

- Task 2: Public Access Planning
 - Subtask 2.1: Community Engagement
 - Subtask 2.2: Public Access Scoping Report
 - 30% Design Public Access Amenities
 - 65% Design Public Access Amenities & Construction Cost Estimate
- Task 3: Restoration Design
 - Subtask 3.1: Aquatic Habitat Basis of Design Report
 - Aquatic Habitat 30% Design Plans
 - Aquatic Habitat 65% Design Plans
 - Basis of Design Report
 - Hydraulic Analysis
 - Aquatic Habitat Construction Cost Estimate
- Task 4: Environmental Compliance and Permitting
 - Subtask 4.1: Biological Resources Evaluation
 - Subtask 4.2: Final Wetland Delineation Report
 - Subtask 4.3: CEQA Compliance
 - Final CEQA Document and Notice of Determination or Exemption
 - Mitigation and Monitoring Reporting Plan
 - Subtask 4.4: Regulatory Permitting
 - USACE Pre-Construction Notification
 - 401 Permit Application
 - LSAA Permit Application
 - CVFPB Encroachment Permit Application

2.3 COLLABORATOR ROLES AND RESPONSIBILITIES

The table below outlines the major tasks and responsibilities for Project collaborators to provide a better understanding of how Project tasks and responsibilities are allocated.

Collaborator	Tasks and Responsibilities
American Rivers	<p><i>Project management</i> – American Rivers will manage all activity reporting and invoicing to the project funder, and all project materials will be submitted to American Rivers for final approval.</p> <p><i>Administration</i> – Contracts will be drafted, managed, and executed by American Rivers, and all invoices will be sent to American Rivers for disbursement.</p> <p><i>Restoration and public access design input</i> – American Rivers will work with Contractor to give input and guidance on restoration and public access design, and will assist in community outreach to ensure community needs are reflected in the final design.</p> <p><i>Management and monitoring</i> – Long-term management and monitoring planning will be led by American Rivers in collaboration with River Partners.</p>
California Department of Parks and Recreation (“State Parks”)	Landowner for the project site. State Parks will give final approval for all plans. State Parks is simultaneously creating their General Plan for Great Valley Grasslands and would like this Project to integrate priorities and data from the General Plan into the Public Access and Restoration designs.
Cultiva Central Valley (“CCV”)	CCV is a local non-profit, community-based organization dedicated to creating health equity in the Central Valley. CCV will help coordinate community outreach efforts and give key input and guidance for the Public Access Plan.
River Partners	River Partners, under guidance from the Project Management Team, will develop the Long-Term Management and Monitoring Plan for the project. River Partners will also develop the Final Riparian and Upland Restoration Implementation Plan, including a Planting Plan and Cost Estimate

3 RESPONDING TO THIS RFP

3.1 MINIMUM PROPOSAL REQUIREMENTS

Please submit a Proposal that includes, at a minimum, the following elements:

3.1.1 Bidder Qualifications and References

- i. Bidder should provide details regarding demonstrated and specialized experience that is responsive to the selection criteria in Section 3.2, and the names of at least two clients that are willing to provide references for similar work completed, if possible.
- ii. Bidder should include a previously completed basis of design document for a similar project type for reference and evaluation. This document will not count against the 20-page Proposal limit (see below) and, if submitting electronically, may be submitted as a separate file.

3.1.2 Approach

- i. For each task proposed, Bidder should provide narrative discussion of the approach proposed for successfully completing the Scope of Work and a risk management strategy for avoiding unexpected delays and complications.

3.1.3 Cost Estimate

- i. For each task proposed, Bidder should provide a comprehensive budget for the Scope of Work, including profit listed as a separate element.
- ii. As part of the budget, Contractor should provide a schedule of fees. The schedule of fees shall include but is not limited to: (a) a list of Bidder's staff by title with hourly billing rates; (b, whether support services are billed as direct costs or are included in overhead; and (c) if handling charges or profit are added to other direct costs (e.g., Subcontractor's costs, reimbursables).

3.1.4 Staff Experience

- i. Bidder should include brief bios and resumes for key staff detailing relevant qualifications.
- ii. Bidder should include up to two project descriptions for similar work with dates, budget, deliverables, and client contact information.

Please limit the Proposal to 20 pages in total, including all the above elements except for the design document referenced in 3.1.1(ii). Cover letters, table of contents, letters of transmittal, cover pages, and page dividers are excluded from the page count. Resumes are included in the page count. If Proposal includes Subcontractors, each Subcontractor increases the page length limit by 5 pages per Subcontractor so that each Subcontractor may provide a firm profile, relevant project experience, and key staff resumes.

Disclaimer: This RFP does not commit American Rivers to award a contract or to pay any costs incurred during the preparation of the proposal. American Rivers reserves the right to reject any or all of the Proposals for completing this work. American Rivers also reserves the right to eliminate the need for the Successful Contractor to complete one or more tasks, pending the outcome of preceding related tasks or issues, and/or the availability of collaborators to complete that task. All submittals become the property of American Rivers upon receipt and will not be returned to Bidders.

3.2 SELECTION CRITERIA

The Project Management Team will evaluate proposals using the following criteria:

	SELECTION CRITERIA	MAXIMUM POINTS
1.	Professional experience of the Bidder and the collective professional experience of its team in performing services of similar size and scope.	20
2.	Effectiveness, efficiency, and merit of technical approach presented.	20
3.	Quality and relevance of recently completed or ongoing work and associated references.	20
4.	Cost effectiveness of the Proposal.	15
5.	Expertise, experience, education, and certifications/licenses of key personnel to be assigned.	15
6.	Reliability and individual excellence of Bidder.	10
	Total Possible Points	100

3.3 EVALUATION AND SELECTION PROCESS

The Project Management Team will review, evaluate, and score each Proposal based on the above selection criteria. For Proposals that include multiple tasks, each task will be evaluated and scored independently based on the qualifications and information provided for that specific task. The factors listed in selection criteria shall be weighed according to the nature of the proposed project, the complexity and special requirements of the specific services, and the needs of the Project Management Team. All Proposals received will be evaluated to determine the extent to which they comply with solicitation document requirements. If a Proposal fails to meet a solicitation document requirement, the Proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with solicitation document requirements. Immaterial deviations may cause a Proposal to be rejected if not corrected upon request.

During the evaluation process, the Project Management Team may require a Bidder to answer questions about the Bidder's Proposal. Failure of Bidder to demonstrate that the claims made in its Proposal are in fact true may be sufficient cause to reject the Proposal as non-responsive.

Bidders will be notified of the Project Management Team's selection.

4 ADMINISTRATIVE PROCESS AND REQUIREMENTS

4.1 AGREEMENT FOR SERVICES

The selected Contractor shall be notified that it has been selected via email. Negotiations will follow, at which time selected Contractor will be asked to submit a final comprehensive budget for the Scope of Work.

American Rivers will attempt to enter into negotiations with the selected Successful Contractor for a satisfactory Agreement and budget.

If a satisfactory Agreement cannot be reached between American Rivers and the Successful Bidder, American Rivers reserves the right to terminate negotiations with the Bidder and to attempt to reach a satisfactory Agreement with the remaining qualified Bidders in order of their ranking.

The Successful Bidder, with which American Rivers successfully negotiates, shall be required to execute an Agreement, which shall include the terms and conditions of this RFP. American Rivers reserves the right to modify or update the Agreement in the interest of American Rivers and the Project Management Team, in whole or in part, at any time up to and including during the negotiation of the Agreement with Successful Bidder. By submitting a Proposal in response to this RFP, the Bidder and its key Subcontractors acknowledge that they will provide the services required in the Agreement.

4.2 AGREEMENT REQUIREMENTS

American Rivers shall provide the Successful Bidder with a draft Agreement. In developing Proposals, Bidders should be aware that the executed Agreement between American Rivers and Contractor will include the following provisions as required by American Rivers, the Project Management Team, or the Wildlife Conservation Board.

4.2.1 Insurance

Contractor shall obtain and maintain for the term of the Agreement, usual and customary policies of insurance, including Workers' Compensation insurance in the maximum amounts required by law; Professional Errors and Omissions insurance in the amount of \$2,000,000 or greater; Automobile Liability with bodily injury limits of at least \$1,000,000 per accident; and Commercial General Liability (CGL) insurance in the amount of \$2,000,000 Aggregate, with reputable insurers with an AM Best Co. rating no lower than A-. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized to do business in Location of Project. Contractor shall also maintain Commercial Excess Liability or Umbrella coverage with a limit of \$3,000,000 or greater. Contractor shall provide a Waiver of Subrogation endorsement on the CGL and Workers Compensation policies.

Contractor shall include American Rivers, California Department of Parks and Recreation, and California Wildlife Conservation Board as additional insureds on a primary and noncontributing basis on its policies and shall provide American Rivers with Certificates of Insurance. Delivery of these Certificates to American Rivers shall be a condition precedent to the first payment to Contractor. The insurance policies shall also contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days written notice to American Rivers.

4.2.2 Payments

Payments for work under this Agreement shall likely be made quarterly, but no more frequent than monthly. Payments shall be based on invoices provided by Contractor covering work completed

and are subject to American Rivers' approval. Payments shall be made to Contractor within sixty (60) days of receipt of invoice.

4.2.3 Compliance

Audit

Contractor agrees that American Rivers and the State, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or the close-out of all pending matters or audits related to this Agreement, whichever is later, unless a longer period of records retention is stipulated. Contractor agrees to allow the 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. Contractor agrees to maintain records that demonstrate its compliance with federal statutory and regulatory requirements and that it is meeting the goals of this Project.

Further, Contractor agrees to include a similar right of these entities to audit records and interview staff in any subcontract related to performance of this Agreement. American Rivers shall notify Contractor if any litigation, claim or audit takes place so as to extend the retention period. If applicable, Contractor must retain detailed time records for contributed services and original receipts and appraisal of real property and comparable rentals for other contributed property at its place of business in the event of an audit. Also see (Gov. Code §8546.7, Pub. Contract Code, CCR Title 2, Section 1896).

Business and Professions Code

Contractor and its subcontractors (if applicable) must comply with the Business and Professions Code, including but not limited to section 6700 et seq. (Professional Engineers Act) or section 7800 et seq. (Geologists and Geophysicists Act). General contractor classification statutes are in California Business and Professions Code sections 7056-7059. Contractor shall be a Class "A" — General Engineering Contractor, one whose principal business is in connection with fixed works requiring specialized engineering knowledge and skill. Contractor shall also be a C-27 Landscaping Contractor. Class A General Engineering Contractors that are self-performing all work under this Agreement do not need to satisfy the C-27 Landscaping Contractor's License requirement.

Non-Discrimination Clause

During the performance of this agreement, Contractor shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., Cancer), age (over 40), marital status, and denial of family care leave. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission

implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made part hereof as if set forth in full. Contractor shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other Agreement. If subcontracting, Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

Rights in Data

Contractor agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement, are subject to the rights of American Rivers and the funding entities supporting this Project: the State of California and the Wildlife Conservation Board. These parties shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, Contractor may copyright the same, except that, as to any work which is copyrighted by Contractor, American Rivers and the State of California, reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

Confidentiality

As applicable, Contractor shall prevent from disclosure all information made available to it that is deemed confidential. Contractor shall not be required to keep confidential any data or information which is publicly available, independently developed by Contractor, or lawfully obtained from third parties. Written consent of American Rivers must be obtained prior to disclosing information about this Agreement. Contractor must not require their employees, or subcontractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such individuals from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

Data Reporting

Contractor will assist American Rivers, as needed, with data reporting to the California Department of Fish and Wildlife. Contractor agrees that data collected as part of the Project will be collected using peer-reviewed methods, undergo a quality control and accuracy assessment process, include metadata that meets the California Department of Fish and Wildlife's minimum standards (<https://www.wildlife.ca.gov/Data/BIOS/Metadata>), and include documentation of the methods and quality assessments utilized, and are properly stored and protected until the Project has been completed and data have been delivered as required under this Agreement.

Informational Products

Public information may include, but is not limited to, technical designs, feasibility studies, reports, and data gathered during any phase of development, including planning, design, construction, operation, and monitoring.

All informational products (e.g. data, studies, findings, management plans, manuals, photos etc.) relating to California's natural environment and produced with the use of public funds shall be provided to American Rivers for cataloging in the California Geoportal (<http://portal.gis.ca.gov/geoportal/catalog/main/home.page>), maintained by the California Department of Technology.

Travel and Per Diem

Contractor agrees to pay reasonable travel expenses and per diem to its employees, agents, and subcontractors under this Agreement. The reimbursement rates shall not exceed those amounts identified in the California Department of Human Resources travel reimbursement guidelines. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from American Rivers.

Drug-Free Workplace Certification

By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - a) the dangers of drug abuse in the workplace;
 - b) the person's or organization's policy of maintaining a drug-free workplace;
 - c) any available counseling, rehabilitation and employee assistance programs; and,
 - d) penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:
 - a) will receive a copy of the company's drug-free policy statement; and,
 - b) will agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of disbursements under this Agreement or termination of the Agreement or both.

- 4) In compliance with federal regulations for a Drug-Free Workplace (2 CFR PART 1401, 41 U.S.C. 701-707, as amended), Contractor must:

- a) make a good faith effort, on a continuing basis, to maintain a drug-free workplace, and
- b) take actions concerning employees who are convicted of violating drug statutes in the workplace (see Sections 1401.325-1401.401).

Failure to comply with these requirements may result in suspension of disbursements under this Agreement or termination of the Agreement or both.

Labor Code Requirements: Prevailing Wage

Contractor shall pay prevailing wage to all persons employed in the performance of any part of the Project if required to do so in compliance with Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the California Labor Code, except where exempted by California Fish and Game Code Section 1501.5.. For more details, please refer to the DIR website at <http://www.dir.ca.gov>.

Union Organizing

By signing this Agreement, Contractor hereby acknowledges the applicability to this Agreement of Government Code Sections 16645 through 16649, and certifies that:

- a) No state funds disbursed by this grant will be used to assist, promote or deter union organizing;
- b) Contractor shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure;
- c) Contractor shall, where state funds are not designated as described in b) above, allocate, on a pro-rata basis, all disbursements that support the grant program; and
- d) If Contractor makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no state funds were used for those expenditures, and that Contractor shall provide those records to the American Rivers and the California Attorney General upon request.

Disclosure Agreement

Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through support from State funding. Contractor shall coordinate with American Rivers in fulfilling this requirement.

Corporate Qualifications to Do Business In California

When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that Contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

Expatriate Corporation

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1 and is eligible to contract with the State of California.

Executive Order N-6-22 – Russia Sanctions

Contractor shall follow Executive Order No. N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate grants with, and to refrain from entering any new grants with, individuals or entities that are determined to be a target of Economic Sanctions.

Accordingly, should the American Rivers be informed by the State that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. American Rivers shall provide advance written notice of such termination, allowing Contractor at least 15 calendar days to provide a written response. Termination shall be at the sole discretion of American Rivers.