



REQUEST FOR STATEMENT OF QUALIFICATIONS - ADDENDUM 1

Date: August 31, 2021

Project Title: On-Call Professional Environmental/Biological Technical Support Services

The Request for Statement of Qualifications (RFQ) is modified as set forth in this Addendum. The original RFQ Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFQ.

This Addendum provides clarification and answers to questions received by potential respondents. The following contract changes/modifications, additions, or deletions are hereby incorporated into the original RFQ and final contract documents. The above referenced RFQ is hereby amended and clarified herein.

The following items are part of this addendum:

1. Questions Received and Responses
2. Revisions to RFQ Sections
3. Addenda Acknowledgement Form (to be submitted with proposal)
4. Sample Agreement Changes by the Authority

Please do not hesitate to contact me with any questions regarding this addendum.

Sincerely,

J. Scott Petersen

Water Policy Director

Addendum 1

Dated: August 31, 2021

Questions Received and Responses

Question #1: I have a question about the RFQ. Appendix A, question 6 asks: “[Is the Respondent currently registered with the California Department of Industrial Relations for Public Works Projects?” It appears that proposers will be disqualified if the answer to question 6 is “no.”

Question #1 Response: *Exhibit A appears to indicate that a “No” answer to Question 6 disqualifies a proposer. The Water Authority did not intend to eliminate firms from general qualification for this RFQ based on lacking registration with the California Department of Industrial Relations for Public Works Projects. Immediate disqualification occurs for a “no” answer for Questions 1 and 2 (in Exhibit A), but not Question 6. It is not the Authority’s intent to disqualify firms that lack that registration, but the registration may be required to qualify for some potential task orders. Additional explanation of the disqualification process has been added to the RFQ text revisions (see “Revisions to the RFQ” below).*

Question #2: We have a question regarding the Request for Statement of Qualifications for On-Call Professional Environmental/Biological Technical Support Services issued on August 16, 2021. On page 4 of the RFQ, the “Information Required in RFQ” table refers to the “Initial Requirements for Qualification” as Exhibit B. Are we to assume that we will use Exhibit A?

Question #2 Response: *Yes, the “Initial Requirements for Qualification” identified in the “Information Required in RFQ” table on Page 4 should have referenced Exhibit A, not Exhibit B. This error has been corrected in the RFQ text revisions (see “Revisions to the RFQ” below).*

Question #3: I just received this RFQ yesterday. Just wondering if we could have a little extra time to take a look at the agreement and provide our questions on the potential edits to the agreement next week.

Question #3 Response: *No changes to the RFQ schedule will be allowed, the deadlines remain as previously advertised.*

Question #4: Our question pertains to the Native Plant Horticulturist Qualifications. The description of qualifications mentions experience in native California Plants and familiarity with federal and state threatened and endangered plant species. Plant propagation is not mentioned. Do you envision that being an important facet of this qualification?

Question #4 Response: *Plant propagation experience could be relevant for involvement in the Water Authority’s science programs. However, any direct plant propagation efforts would likely require a contract separate from this program.*

Question #5: Can you elaborate on how evaluation factors are weighed?

Question #5 Response: *The initial evaluation will consist of the evaluation of Exhibit A, with qualified respondents who meet the qualification criteria outlined in Step 1 being advanced to Step 2 for further evaluation. Those respondents will then be evaluated based on experience and qualifications of identified personnel available to the Authority for specific categories, the response of references, and other material outlined in the RFQ. Specific weighting of the items outlined in the “Information Required in the RFQ” table will be specified by the Evaluation Committee at the completion of Step 1.*

Addendum 1

Dated: August 31, 2021

Question #6: How many MSAs has the Authority historically awarded in response to prior RFQs?

Question #6 Response: *This is the first time that the Authority has utilized this process for procuring these types of services. We anticipate awarding a number of MSAs based on qualifications and the number of responses for each service category.*

Question #7: Can the Authority disclose the current and previous contractors?

Question #7 Response: *As mentioned in the response to the previous question, this is the first time the Authority is using this procurement structure for on-call services of this type.*

Question #8: Can the Authority disclose scopes of work conducted by Fisheries Biologists in the past?

Question #8 Response: *Typical previous scopes of work have included drafting of comment letters, review of technical material, participation in scientific and regulatory forums and rulemakings, development and administration of scientific studies, site assessments, amongst other work.*

Revisions to the RFQ, dated August 16, 2021

1. **Page 4, Information Requirement #2** (in the table under “Information Required in the RFQ”) is hereby revised to state: “Completed form “Initial Requirements for Qualification” (**Exhibit A**) with any additional required explanation”.
2. **Bottom of Page 16, Exhibit A “Initial Requirements for Qualification”** (under line stating “Proposer will be immediately disqualified if the answer to any of questions 1,2, or 6 is “No”) is hereby revised to state: “**Proposer will be immediately disqualified if the answer to any of questions 1 or 2 is “No”** (and the number 6 is removed from the text).

THIS SPACE IS INTENTIONALLY BLANK.

Addenda Acknowledgment Form

The Respondent shall initial below that it has received the appropriate addenda and has incorporated the addenda into its submittal for the RFQ.

Addenda Received and Acknowledged

No. 1 _____

No. 2 _____

No. 3 _____

Sample Agreement Changes Accepted by the Authority

The following revisions are being made to the Sample Agreement and Exhibits, shown in redline.

AGREEMENT FOR PROFESSIONAL SERVICES

EXHIBIT B- GENERAL TERMS AND CONDITIONS

ARTICLE 2. SCHEDULE

B. Any delays in or failure of performance by either party under this Agreement (except payment of compensation under Article 6) shall not constitute default hereunder and neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by or results from force majeure which shall be defined to be causes or occurrences beyond the control of the party affected, including, but not limited to, acts of governmental authority, acts of God, strikes or other concerted acts of workmen, unavailability of labor or materials and operating equipment, fires, floods, explosions, **pandemics, epidemics**, riots, war, rebellion, insurrection and sabotage; provided, however, that the party whose performance is delayed shall have given notice and full description of the cause of the delay in writing to the other party as soon as possible after the occurrence of the cause relied on by it.

ARTICLE 7. SLDMWA'S OBLIGATIONS

SLDMWA shall cooperate with Consultant to facilitate the conduct of Consultant's performance of its services under this Agreement, including for purposes of the exchange of information and consultation, as well as to provide access as required to any SLDMWA facilities that are the subject of the services. Consultant's primary source of contact with the SLDMWA shall be the contact designated in the Agreement. **SLDMWA shall furnish all information and technical data in its possession or under its control reasonably required for Consultant's proper performance of the services prior to Consultant's commencement of the services and at such other times as SLDMWA and Consultant mutually agree. Consultant is entitled to reasonably rely upon the accuracy and completeness of information and data provided by SLDMWA.**

ARTICLE 8. CONFIDENTIAL INFORMATION

B. Consultant will retain the Confidential Information only so long as it is necessary to perform Consultant's tasks under this Agreement, and after such time, the Confidential Information will be returned to SLDMWA (or at SLDMWA's written option, destroyed), and Consultant will retain no copies of the Confidential Information **other than one file copy for corporate document retention and archival purposes, which copy shall be kept confidential by Consultant in accordance with this Agreement and destroyed in accordance with Consultant's document retention policy.**

ARTICLE 9. INSURANCE

B. Additional Terms:

1. All general liability policies shall **name include** SLDMWA, its elected or appointed officers, officials, agents, authorized volunteers and employees as additional insureds (“Additional Insureds”), include a severability of interest provision, and shall provide that such policy is primary and not contributory with any insurance carried by SLDMWA or its Members.

ARTICLE 11. INTELLECTUAL PROPERTY INFRINGEMENT

Consultant shall defend, indemnify and hold SLDMWA free and harmless from and against, any loss, cost and expense that SLDMWA incurs because of a claim that any deliverables, materials or equipment (hereinafter "Product") provided pursuant to this Agreement infringes on the intellectual property right of others **except to the extent such infringement or violation is based on the willful or indirect infringement by SLDMWA or the combination of any deliverable provided by Consultant under a task order with any method, step, process, product, apparatus, system, technology, or intellectual property not provided by Consultant pursuant to the applicable task order.**

ARTICLE 18. ADDITIONAL PROVISIONS FOR TASK ORDER CONTRACTS

A. SLDMWA will have the right to terminate Consultant's services under any specific Task Order at any time by giving notice in writing to Consultant. Consultant will not be entitled to payment for any cost related to the terminated part of services covered by the Task Order and incurred after the effective date of termination except for costs directly related to work performed by Consultant in terminating; provided that such work is authorized in advance by SLDMWA's representatives under such Task Order. SLDMWA also will reimburse Consultant for all expenses incurred by Consultant in satisfying commitments for materials, equipment and services for use in the terminated work which were made by Consultant prior to such termination. Such expenses may include the cost of returning or disposing of unused materials and equipment and terminating agreements for services by third parties. Consultant, however, will use its best efforts to minimize such costs. This paragraph provides the full and exclusive compensation to Consultant in the event of a terminated Task **Order by SLDMWA** or termination of a Task Order Contract **by SLDMWA.**