

**Klamath River Renewal Project
Request for Qualifications and Proposals for Native Seed Collection and Related Services**

7/12/2018

Log of Proposer Questions and Responses

No.	Question	Response
1	<p>Section 4 - 4.2.11 last sentence "but will have a right of first refusal to purchase any excess seed at the unit prices set forth in the Service Agreement until December 31, 2022." Could that be changed to read "until December 31, 2018 or December 31st of the year in which it is collected."</p> <p>Also, could it be included that "should KRRC wish to purchase excess seed they will contact the contractor in writing and the seed shall be paid consistent with the established billing process" ?</p>	<p>KRRC will provide written notice of any requisition of available excess seed, and it shall be paid consistent with the terms of the contract and the established billing process.</p> <p>KRRC will adjust second sentence of 4.2.11 to read: "The KRRC will have no obligation to purchase excess seeds but will have a right of first refusal to purchase any excess seed at the unit prices set forth in the Services Agreement until December 31, 2019 or after this date, December 31 of the year in which it is collected."</p>
2	<p>Services Agreement Section 3.8 (D) - Can you confirm that the (D) Project Site Access and the Site Access Agreement (Transaction Form A) are one and the same agreement and thus is included in Section 5.2 Property and Payment Rights upon Termination and other related sections?</p>	<p>Per Section 3.8(D) of the Services Agreement, KRRC will be responsible for arranging the Contractor's access to relevant parts of the Project Site, which may be owned by or in the possession of different private and public parties. The Contractor must comply with the requirements of the applicable parties, which may include signing certain agreements or submitting certain other documents.</p> <p>A proposer may be selected to perform the Contract Services on property owned by PacifiCorp. If so, the proposer will be required to sign a Site Access Agreement, a form of which is attached to the Services Agreement as Transaction Form A for reference.</p> <p>Section 5.2 of the Services Agreement does not relate directly to property access. Rather, it addresses rights of KRRC and the Contractor with respect to certain project documents and other materials and payments upon early termination of the Services Agreement, whether for convenience or default.</p>
3	<p>Section 4.2 - Could it listed that KRRC will review and respond or approve invoices within 10 days of submittal by Contractor?</p>	<p>KRRC will endeavor to review and respond or approve invoices as promptly as practicable, and will adjust section 4.2 of the Services Agreement accordingly.</p>
4	<p>Section 5.4 – Dispute Resolution: While we do not anticipate any challenges in regard this item, is there a way that both parties could be covered financially should there be significant dispute? Could there be reasonable a "progress payments or some other way to help us to keep working while maintaining KRRC's value while we settle any dispute? Other ideas?</p>	<p>KRRC endeavors to make timely payment of all undisputed amounts due under the Services Agreement. KRRC is unable to make payments for amounts that have not been approved. However, KRRC will endeavor to dispute any compensation related matters in good faith, and per section 5.4 of the Services Agreement, KRRC will make a good faith effort to resolve disputes.</p>
5	<p>Section 7.1 – Could it be added to this section that: KRRC shall allow contractor reasonable ability to list their experience performing this job on future proposals for work?</p>	<p>Section 7.1 of the Services Agreement addresses use of proprietary documents and other materials developed or used in connection with the performance of the Contract Services. It is not intended to limit inclusion of generic descriptions of work experience in proposals submitted by the Contractor for other projects.</p>
6	<p>Section 02950 – 1.29 Processed seed samples: Will contractor be able to bill for seed samples over and above the amounts listed and billed in the Price Proposal?</p>	<p>Contractor shall provide seed samples at no additional cost only to the extent required by the Contract.</p>
7	<p>Section 02950 – 2.1.1.3 Does this section say that the contractor may collect up to 2 X the Max Seed amount at their discretion. If the contractor desires to collect 4 X the Max Amount they are to confirm that activity with KRRC representatives?</p>	<p>KRRC will adjust the last sentence of Section 02950 clause 2.1.1.3 to read: "Confirm with KRRC Representative before proceeding with any additional amounts collection over the minimums indicated in Table 1."</p>

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8	Section 02950 - 2.1.1.4 Change 2022 to 2018 and add language for Section 3 -4.2.11.	KRRC will adjust 2.1.1.4 to read: "The KRRC will purchase seed as indicated in Table 1 below at the contract unit price based on PLS weight, and shall have the first right of refusal of the surplus seed at the contract prices until December 31, 2019 or after this date, December 31 of the year in which it is collected, beyond which dates the collector will own the seed."
9	Section 02950 - 2.1.3 No germination rates are listed. Since we are working with PLS rates can we delete germination % from this sentence?	Germination rates are indicated in Section 02950 2.1.2.
10	Section 02950 - 3.1.3 Would be acceptable to cut the seed heads directly below the lowest seed on Eriamerica nauseosa var. leiosperum?	This is acceptable.
11	Section 02950 - 3.1.4.1 and .2 Can we assume that all seed from the sample species collected within a 10 mile radius can be included in a single lot?	KRRC will amend 3.1.1 to read: "Seed Separation: Separate seed collected into separate lots by the following: 3.1.4.1 seed species 3.1.4.2 seed collection area (at least one per property owner/operator) 3.1.4.3 elevational ranges (at least three: (i) Iron Gate 1,800 to 2,700ft, (ii) Copco 2,700 to 3,500 ft, (iii) JC Boyle range 3,500 to 4,300 ft."
12	It clearly states that we need not apply to the full scope. Is it possible to only propose to complete a seed collection component? And if so, is it possible to submit a budget based on time worked rather than on pounds of seed?	Partial proposals will be accepted and evaluated. Proposals that are submitted based on time worked rather than pounds of seed will be considered non-compliant and will be excluded from evaluation.
13	Some of the species you have listed have already dropped their seeds making collection this season impossible.	Please identify in your proposal any species that you consider will be unavailable for collection in 2018 at the time the collection work is proposed to proceed.
14	We are unsure if the quantities you are seeking are feasible to collect in a single season while being sensitive not to deplete wild seed resources.	Proposed collection areas under this scope include large areas of property, in which many species are very abundant. However, KRRC shares concerns about the need to avoid depletion of wild seed resources and will work closely with successful proposer(s) to avoid this possibility.
15	With the Klamath on fire nearby, it may be impossible to access some of the seed collection areas.	We plan on collecting from a variety of locations, many of which we expect will not be impacted by the current wildfires. Most are situated to the East of the current burn area.