

REQUEST FOR QUALIFICATIONS

Land Management Services

Santa Clara Valley Habitat Agency



Date Issued: November 26, 2018
Due Date: December 28, 2018 by 5:00 p.m.
Contact: Gerry Haas, Principal Planner
Email: gerry.haas@scv-habitatagency.org
Phone: (669) 253-6127
Address: Santa Clara Valley Habitat Agency
535 Alkire Avenue, Suite 100
Morgan Hill, CA 95037

Request for Qualifications (RFQ)

Land Management Services

INTRODUCTION

The Santa Clara Valley Habitat Agency (Agency) is seeking qualified firms or individuals (Consultant) to provide a range of ongoing land management services on land controlled by the Agency for habitat conservation, enhancement and restoration. The Agency intends to establish a list of qualified individuals or firms who will be offered contracts for land management programs or projects on an on-call basis.

BACKGROUND

The Agency is a joint powers authority formed on April 26, 2013 by the County of Santa Clara, and the Cities of San José, Morgan Hill, and Gilroy to implement the Santa Clara Valley Habitat Plan (Habitat Plan). The Santa Clara Valley Transportation Authority and the Santa Clara Valley Water District also were heavily involved in the formation of the Habitat Plan and are represented on the Habitat Agency Implementation Board.

The Habitat Plan guides the long-term protection of ecosystems and biodiversity within Santa Clara County and provides incidental take authorization for impacts to 18 covered species pursuant to the Federal Endangered Species Act (16 U.S.C. sections 1531-1544) and the California Natural Community Conservation Planning Act (Fish and Game Code sections 2800-2835) resulting from covered activities, including local land use and public infrastructure activities. In addition, the Habitat Agency is responsible for the implementation of Regional General Permit #18, which streamlines US Army Corps of Engineers Section 404 permitting for projects that are covered by the Habitat Plan and impact Waters of the US. The Habitat Plan and Habitat Agency information can be found at: www.scv-habitatagency.org.

Over the remaining 45 years of the Habitat Plan permitting term, the Agency will build a Reserve System of protected land that will be approximately 50,000 acres in size and will comprise lands of significant ecological value throughout the County of Santa Clara. The land in the Reserve System will be managed by the Agency for conservation and enhancement of habitat values in perpetuity.

Currently the Agency has enrolled approximately 2,000 acres of land into the Reserve System, and the need for a Consultant list to provide services to the Agency has become evident. This need will continue to grow with each new acquisition. The Consultant(s) will work primarily on Reserve System lands and under the direction of Agency staff. The ideal

candidates should have the experience and ability to provide **one or more** services including, but not limited to, the following:

SERVICES

- Aquatic and upland habitat management
- On-site construction and monitoring activities
- Water conveyance system design, construction and maintenance
- Habitat friendly integrated agriculture
- Mowing, pruning and other vegetation management
- Invasive species control
- On-site water system improvements
- On-site facility, road and fence maintenance
- Other land management services as needed

The Consultant should also meet the following minimum qualifications:

MINIMUM QUALIFICATIONS

- Familiarity with land conservation principals
- Ability to provide proof of professional liability, auto, general liability and worker's compensation insurance in compliance with Habitat Agency and list the Habitat Agency as Additional Insured. If projects are on County of Santa Clara lands, County compliance will also be required.
- Ability to enter into the Habitat Agency's Standard Consultant Services Agreement (**Template Attachment A**)

In addition, please note the following desired qualifications

DESIRED QUALIFICATIONS

- Inform and implement adaptive management or remedial measures
- General Contractor's License

GENERAL TERMS AND CONDITIONS

Selected individuals or firms will be required to execute a Consultant Services Agreement which contains indemnification language and insurance requirements.

HOW TO RESPOND TO THIS REQUEST FOR QUALIFICATIONS (RFQ)

Please submit **three (3) hard copies plus an electronic version on a flash drive** of your qualifications for consideration to:

**Gerry Haas, Principal Planner
Santa Clara Valley Habitat Agency
535 Alkire Avenue, Suite 100
Morgan Hill, CA 95037**

Submittals must include:

Cover letter on your company letterhead with the following information: name, address, phone number of your firm and email address for the contact person during the RFQ process. Please include a bulleted list of the services your firm can provide.

Tab A: Consultant's Qualifications

Describe and provide an overview of the Consultant's qualifications, size of firm(s), and capabilities in delivering similar services and the name(s), qualifications and services of sub-consultants/contractors, if any, you propose to use.

Tab B: Experience and References

Provide a summary of Consultant's experience in providing any one of these or similar services and a minimum of three references for related projects or service agreements, including dates, contact person, phone number, email address, and a brief description of the project or agreement.

Tab C: Qualifications of Individual Team Members

Provide a brief summary of the qualifications and experience of each member of Consultant's team, including length of service with the firm, résumé and the qualifications/experience of any sub-consultant/contractor staff on your project team.

Tab D: Rate Schedule

Provide your rate schedule, including expense and subcontractor mark-ups. Provide an annual adjustment, if applicable.

Tab E: Information to Demonstrate Compliance with Minimum Qualifications

Provide the following.

- Copy of the Consultant's General Contractor's License (if applicable)
- Sample of Consultant's insurance certificates for general liability, professional liability, automobile liability, Workers Compensation demonstrating sufficient coverage as required in the *Agreement for Consultant Services*, the sample form of which will be sent as Addendum to this RFP.

- A letter from an authorized signatory certifying that Consultant has the ability to enter into the Habitat Agency's Agreement for Consultant Services (Attachment A).

THE RFQ EVALUATION PROCESS

Submittals will be evaluated on qualifications and experience. Individuals or firms may be invited to interview. Selected individuals or firms will be placed on an on-call list for future assignments. It is anticipated that the list will remain active for at least five (5) years.

TENTATIVE SCHEDULE

Release of RFQ	November 26, 2018
Qualifications due	December 28, 2018
Habitat Agency review	January 11, 2019
Interviews (if necessary)	January 16, 2019
Notify selected firms	January 25, 2019

For additional information or questions, please contact:
Gerry Haas at (669) 253-6127 or gerry.haas@scv-habitatagency.org

ATTACHMENT A

**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
SANTA CLARA VALLEY HABITAT AGENCY
AND
-----**

THIS AGREEMENT dated _____, is by and between the SANTA CLARA VALLEY HABITAT AGENCY, a joint powers authority (hereinafter "AGENCY"), and _____, a _____ (hereinafter "CONSULTANT").

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES.

CONSULTANT shall perform those _____ (*type*) services specified in detail in EXHIBIT A, entitled "SCOPE OF SERVICES", which is attached and incorporated.

SECTION 2. TERM OF AGREEMENT.

The term of this AGREEMENT shall be from _____ to _____, inclusive, subject to the provisions of SECTION 11 of this AGREEMENT.

SECTION 3. SCHEDULE OF PERFORMANCE.

The services of CONSULTANT are to be completed according to the schedule set out in EXHIBIT B, entitled "SCHEDULE OF PERFORMANCE", which is attached and incorporated. Time is of the essence in this AGREEMENT.

SECTION 4. COMPENSATION.

The compensation to be paid to CONSULTANT, including both payment for professional services and reimbursable expenses, shall not exceed _____ Dollars (\$_____). The rate and schedule of payment is set out in EXHIBIT C, entitled "COMPENSATION," which is attached and incorporated.

SECTION 5. METHOD OF PAYMENT.

Each month, CONSULTANT shall furnish to the AGENCY a statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

SECTION 6. INDEPENDENT CONTRACTOR.

It is understood and agreed that CONSULTANT, in the performance of the work and services agreed to be performed by CONSULTANT, shall act as and be an independent contractor and not an agent or employee of AGENCY.

SECTION 7. ASSIGNABILITY.

The parties agree that the expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CONSULTANT shall not assign or transfer any interest in this AGREEMENT nor the performance of any of CONSULTANT's obligations hereunder, without the prior written consent of AGENCY, and any attempt by CONSULTANT to so assign this AGREEMENT or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION.

CONSULTANT shall defend, indemnify and hold harmless AGENCY, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under this AGREEMENT due to the willful or negligent acts (active or passive) or omissions by CONSULTANT's officers, employees or agents. The acceptance of services and duties by AGENCY shall not operate as a waiver of such right of indemnification.

SECTION 9. INSURANCE REQUIREMENTS.

CONSULTANT agrees to have and maintain the policies set forth in EXHIBIT D, entitled "INSURANCE," which is attached and incorporated. All policies, endorsements, certificates and/or binders shall be subject to approval by the Agency as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Agency. CONSULTANT agrees to provide AGENCY with a copy of the policies, certificates and/or endorsements before work commences under this AGREEMENT.

SECTION 10. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this AGREEMENT.

SECTION 11. TERMINATION.

- A. Either party shall have the right to terminate this AGREEMENT, without cause, by giving not less than seven (7) days' written notice of termination.

- B. If CONSULTANT fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, AGENCY may terminate this AGREEMENT immediately upon written notice.

- C. AGENCY's Executive Officer is empowered to terminate this AGREEMENT on behalf of AGENCY.

- D. In the event of termination, CONSULTANT shall deliver to AGENCY copies of all reports, documents, and other work performed by CONSULTANT under this AGREEMENT, and upon receipt thereof, AGENCY shall pay CONSULTANT for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. STANDARD OF PRACTICE.

CONSULTANT shall exercise the degree of care and skill ordinarily exercised by companies in the same business performing the same or similar services at the same time and in the same geographic area. CONSULTANT makes no warranty, either expressed or implied, as to the Services, except that the Services were performed pursuant to the standard of practice described.

SECTION 13. GOVERNING LAW.

AGENCY and CONSULTANT agree that the law governing this AGREEMENT shall be that of the State of California.

SECTION 14. COMPLIANCE WITH LAWS.

CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 15. CONFIDENTIAL INFORMATION.

All data, documents, discussions or other information developed or received by or for CONSULTANT in performance of this AGREEMENT are confidential and not to be disclosed to any person except as authorized by AGENCY, or as required by law.

SECTION 16. OWNERSHIP OF MATERIALS.

All reports, documents or other materials developed or discovered by CONSULTANT or any other person engaged directly or indirectly by CONSULTANT to perform the services required hereunder shall be and remain the property of AGENCY without restriction or limitation upon their use. It is understood by both parties that materials will be subject to the Public Records Act.

SECTION 17. WAIVER.

CONSULTANT agrees that waiver by AGENCY of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by AGENCY of the performance of any work or services by CONSULTANT shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

SECTION 18. CONSULTANT'S BOOKS AND RECORDS.

- A. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to AGENCY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT pursuant to this AGREEMENT.

- B. CONSULTANT shall maintain all documents and records which demonstrate performance under this AGREEMENT for a minimum period of three (3) years, or for any

longer period required by law, from the date of termination or completion of this AGREEMENT.

- C. Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit at no cost to AGENCY, at any time during regular business hours, upon written request by the Executive Officer, Finance Officer, General Counsel, or a designated representative of any of these officers. Copies of such documents shall be provided to AGENCY for inspection. Unless an alternative is mutually agreed upon, the records shall be available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

- D. Where AGENCY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of CONSULTANT's business, AGENCY may, by written request by any of the above-named officers, require that custody of the records be given to AGENCY. Access to such records and documents shall be granted to any party authorized by CONSULTANT, CONSULTANT's representatives, or CONSULTANT's successor-in-interest.

SECTION 19. SPECIAL PROVISIONS.

Special provisions, if any, to this AGREEMENT are specified in EXHIBIT E, entitled, "SPECIAL PROVISIONS", which is attached and incorporated.

SECTION 20. NOTICES.

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To AGENCY:

Santa Clara Valley Habitat Agency
Attn: Executive Officer
535 Alkire Avenue, Suite 100
Morgan Hill, CA 95037

To CONSULTANT:

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

SECTION 21. VENUE.

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

SECTION 22. INTERPRETATION, PRIOR AGREEMENTS AND AMENDMENTS.

This AGREEMENT, including all Exhibits attached, represents the entire understanding of the parties as to those matters contained herein. In the event that the terms specified in any of the Exhibits attached conflict with any of the terms specified in the body of this AGREEMENT, the terms specified in the body of this AGREEMENT shall control. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may be modified only by a written amendment duly executed by the parties to this AGREEMENT.

WITNESS THE EXECUTION HEREOF on the day and year first written above.

“AGENCY”

APPROVED AS TO FORM:

SANTA CLARA VALLEY HABITAT AGENCY,
a joint powers authority

VALERIE J. ARMENTO
General Counsel

By _____
EDMUND SULLIVAN
Executive Officer

“CONSULTANT”

_____, a _____

By _____
Name:
Title:

EXHIBIT A
SCOPE OF SERVICES

CONSULTANT shall perform the following services:

[INSERT DETAILED, CLEAR DESCRIPTION OF SERVICES THAT CONSULTANT WILL PERFORM. USE ACTIVE RATHER THAN PASSIVE VOICE. INCLUDE CLEAR DESCRIPTION OF DELIVERABLES.]

EXHIBIT B

SCHEDULE OF PERFORMANCE

[INSERT APPLICABLE SCHEDULE. THE FOLLOWING IS ONLY ONE EXAMPLE OF A VERY GENERAL SCHEDULE. MORE SPECIFICS MAY BE NEEDED.]

Work shall commence immediately upon execution of this AGREEMENT. The estimated time for completion is _____.

EXHIBIT C
COMPENSATION

[INSERT APPLICABLE COMPENSATION PROVISIONS. THE FOLLOWING IS ONLY ONE EXAMPLE OF VERY GENERAL COMPENSATION PROVISIONS. MORE SPECIFICS MAY BE NEEDED.]

AGENCY agrees to compensate CONSULTANT at the hourly rate of _____ Dollars (\$_____) for professional services performed in accordance with the terms and conditions of this AGREEMENT.

The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT, including both payment for professional services and reimbursable expenses, shall not exceed _____ Dollars (\$____). Any hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to AGENCY.

Reimbursable expenses shall include:

EXHIBIT D
INSURANCE

CONSULTANT, at CONSULTANT's sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by CONSULTANT, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors & Omissions for all professional services.

There shall be no endorsement reducing the scope of coverage required above unless approved by the Agency Counsel.

B. Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors & Omissions \$1,000,000 per occurrence/ aggregate limit.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by Agency Counsel. At the option of AGENCY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects AGENCY, its officers, employees, agents and contractors; or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the Agency Counsel.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

a. The Santa Clara Valley Habitat Agency, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, CONSULTANT; products and completed operations of CONSULTANT; premises owned, leased or used by CONSULTANT; and automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to AGENCY, its officers, employees, agents and contractors.

b. CONSULTANT's insurance coverage shall be primary insurance as respects AGENCY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by AGENCY, its officers, employees, agents or contractors shall be excess of CONSULTANT's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by CONSULTANT shall not affect coverage provided AGENCY, its officers, employees, agents, or contractors.

d. Coverage shall state that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Coverage shall contain a waiver of subrogation in favor of the AGENCY, its officers, employees, agents and contractors.

2. Workers' Compensation and Employers' Liability

Coverage shall contain waiver of subrogation in favor of the AGENCY, its officers, employees, agents and contractors.

3. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty

(30) days' prior written notice has been given to AGENCY, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to Agency.

F. Verification of Coverage

CONSULTANT shall furnish AGENCY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following postal address or any subsequent address as may be directed in writing by the Agency:

Santa Clara Valley Habitat Agency
535 Alkire Avenue, Suite 100
Morgan Hill, CA 95037

G. Subcontractors

CONSULTANT shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

EXHIBIT E

SPECIAL PROVISIONS

[INSERT ANY SPECIAL PROVISIONS REQUIRED. THE FOLLOWING LANGUAGE CAN BE USED WHEN REQUIRED, BUT SHOULD NOT BE USED ROUTINELY.]

Retroactive Services.

It is understood and agreed that CONSULTANT has provided services prior to the execution of this AGREEMENT in anticipation of its execution. If AGENCY accepts and approves the services provided by CONSULTANT prior to the date of this AGREEMENT, AGENCY agrees to compensate CONSULTANT for those services in accordance with the terms of this AGREEMENT. However, in no event shall CONSULTANT be compensated for work performed for AGENCY prior to _____.