

SANTA CLARA VALLEY HABITAT AGENCY

REQUEST FOR PROPOSALS

For

Pacheco Pass Wildlife Crossing

RFP No. 2022-03

Submittal Deadline:

no later than 5:00 PM (PST) on

October 3, 2022

SUBMIT RESPONSES TO:

SANTA CLARA VALLEY HABITAT AGENCY

ATTENTION:

Denise Rosenberger

Accounting

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Habitat Agency RFP No. 2022-03

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1.0 INTRODUCTION

The Santa Clara Valley Habitat Agency (hereafter Habitat Agency) is a joint powers authority that was formed on April 26, 2013 by the County of Santa Clara, and the Cities of San José, Morgan Hill, and Gilroy in accordance with the Joint Exercise of Powers Act (Government Code section 6500 et seq.). The Habitat Agency is the lead agency of this RFP.

The Habitat Agency was formed to implement the Santa Clara Valley Habitat Plan (“Habitat Plan” or “Plan”) and Implementing Agreement for the long-term protection of ecosystems and biodiversity within the eastern and southern portion of the Santa Clara Valley, and to provide incidental take authorization for impacts to specified covered species pursuant to the Endangered Species Act of 1973 (16 U.S.C. sections 1531-1544) and the California Natural Community Conservation Planning Act (Fish and Game Code sections 2800-2835) resulting from certain specified covered activities, including local land use and public infrastructure activities.

The Habitat Plan and other Habitat Agency related information, including the joint powers agreement, may be found at: www.scv-habitatagency.org.

Direct all inquiries regarding this Request for Proposals (RFP) electronically in written form by email to Edmund Sullivan, Edmund.Sullivan@scv-habitatagency.org. The deadline for final questions is provided in Section 2.

If it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if in writing and issued by the Habitat Agency.

All addenda for this RFP will be distributed via the Habitat Agency website: <http://scv-habitatagency.org/296/Request-for-Proposals>

It is the proposer’s sole responsibility to monitor this website for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return signed addenda, when required, may be cause for rejection of his/her proposal.

2.0 TENTATIVE PROJECT SCHEDULE

The following represents the tentative schedule for this project. Any change in the scheduled dates will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

RFP Release	Week of	8/22/2022
Deadline for final Questions		9/5/2022
Question response		9/12/2022
Proposal Submission Deadline		10/3/2022
Evaluation of Proposals	Week of	10/17/2022
Interviews (if required)		10/31/2022
Board Meeting		11/17/2022
Agreement Execution by Habitat Agency		11/24/2022
Project kick-off	Week of	12/5/2022
Scope of Work Completion		3/1/2026

3.0 PROJECT DESCRIPTION

The Santa Clara Valley Habitat Agency (Habitat Agency) is seeking qualified engineering and environmental consultants (consultant) to plan, design, and environmentally clear a wildlife overpass spanning the Pacheco Pass section of State Route (SR) 152, Santa Clara County, California. The consultant will complete an Alternatives Analysis, California Department of Transportation (Caltrans)-required documentation, and environmental compliance documentation. The project is being completed in cooperation with Caltrans and the California High Speed Rail Authority (HSRA).

The Alternatives Analysis will identify suitable locations for a wildlife overpass on SR 152 within the Project Area (Attachment B). The location and design should conform to the following mitigation measure from HSRA’s Final Environmental Impact Report/Statement for the San Jose to Merced section ([link](#)):

BIO-MM#79b: Provide Wildlife Movement between the Diablo Range and Inner Coast Range. Under this measure within the western Pacheco Pass Region, the HSRA will design, permit, and construct a wildlife overcrossing, or will contribute funds to the Habitat Agency for the design, permitting, and construction of a wildlife overcrossing under an agreement with Habitat Agency (i.e., a Mitigation Credit Agreement or another appropriate funding mechanism that would ensure that a wildlife overcrossing is constructed). To facilitate the implementation of this measure, the HSRA will establish a Pacheco Wildlife Movement Working Group, focused on the funding, design, permitting, and construction of a wildlife overcrossing in the region. The wildlife overcrossing would be located and designed through coordination with the working group which will include representatives from Caltrans, wildlife agencies (California Department of Fish and

Wildlife [CDFW], U.S. Fish and Wildlife Service [USFWS]) and local wildlife movement stakeholders (e.g., Santa Clara Valley Open Space Authority, Habitat Agency, Peninsula Open Space Trust, and The Nature Conservancy). The wildlife overcrossing design and characteristics would be consistent with, and meet the minimum requirements outlined in the Wildlife Crossing Structure Handbook (Clevenger and Huijser 2011), and consistent with guidelines within the Innovative Strategies to Reduce the Costs of Effective Wildlife Overpasses (McGuire et al. 2021), or other published applicable wildlife overcrossing design or construction guidance. To the extent consistent with the coordination and guidance described above, the wildlife overcrossing will be located east of the Pacheco Creek Reserve and west of the Santa Clara County boundary (the HSRA in consultation with wildlife agencies and local wildlife movement stakeholders may adjust the location to the most appropriate location with the region). Preliminary evaluations of suitable and efficient site locations indicate a wildlife overcrossing structure in the region would require a one or two span structure with a length of approximately 200 feet and a width of up to 130 feet. Preliminary evaluations also indicate that a pre-cast concrete arch approach is the least-cost solution, but the design requires additional validation in terms of site requirements and constructability. If a pre-cast arch bridge is infeasible the HSRA assumes a typical reinforced concrete bridge would be used, as described below. Funding for the wildlife overcrossing will come from the HSRA to the extent necessary, however the HSRA will also seek other funding partners and sources, including wildlife movement stakeholders in the region, through other cost sharing agreements (e.g., Caltrans, CDFW), and through other state or local funding sources (e.g., California Wildlife Conservation Board Prop 68 funding, Habitat Agency funding). Additionally, the HSRA will fund an endowment (the amount will be estimated using a PAR [property analysis record] or PAR-like analysis) to address the long-term monitoring and maintenance of the wildlife overcrossing. To the extent feasible, construction of the land bridge will be conducted prior to construction of the Pacheco Pass Subsection or as soon as possible after construction begins. For these reasons the HSRA will either fund and built via a partnership with Habitat Agency, or independently construct, maintain and operate a wildlife overcrossing as follows:

- A pre-cast concrete arch wildlife overcrossing of no more than 130 feet in width and no more than 300 feet in length, utilizing a location that maximizes ease of construction and cost considerations (such as a location with an adequate median width that a bridge can use two arches to span opposing lanes of traffic), and suitable habitat can be connected, or
- A single typical reinforced concrete bridge with one single span no more than 130 feet in width at a location where a bridge of no more than approximately 200 feet in length would span suitable habitats.

The preference is for the wildlife overpass to be within the Caltrans District 4 right-of-way. The Alternatives Analysis will include a habitat assessment that identifies the best locations from a biological perspective and then a further screening based on site analyses and constructability review. The Alternatives Analysis will be used to identify at least 2 and up to 4 feasible locations for a wildlife overpass. The Alternatives Analysis will include a set of conceptual plan drawings.

The Alternatives Analysis will feed into development a report for the Project Initiation Document (PID) Phase. The Habitat Agency will develop a Cooperative Agreement between itself and Caltrans. The agreement will outline responsibilities and obligations such as liability, ownership, right-of-way, utilities, maintenance, etc. Two sites will ultimately be selected (“build alternatives”) for construction that will feed into a Project Study Report-Project Development Support (PSR-PDS) for Caltrans programming. The consultant will develop conceptual design drawings for the wildlife overpass based on California engineering requirements and biological factors.

The build alternatives will be used to initiate preparation of 35% design plans. The consultant will begin preparation of project-specific plans. The build alternatives will include cost estimates, right of way needs, construction phasing and schedules, construction equipment and staffing. The consultant will refine the information in the PID to develop a Project Report. This report, based on an engineering analysis, will contain information about the project’s background, purpose and need, alternatives investigated, and issues encountered in the engineering and environmental investigations. The engineering team will collaborate with the environmental team to prepare the report to ensure stream-lined implementation of technical studies.

Following completion of the PID phase, the consultant will commence and complete the environmental review phase of the project. The Habitat Agency will serve as the California Environmental Quality Act (CEQA)-lead. HSRA will serve as the National Environmental Policy Act (NEPA) lead. The draft environmental phase will proceed with two alternatives and the public comment period will used to select the preferred build alternative. The preferred build alternative will proceed to 65% design.

The Habitat Agency has an established Pacheco Pass Working Group. This group has framed and provided input for the wildlife corridor studies and enhancement projects in the Project Area. A subgroup comprised of the Valley Transportation Authority, Caltrans, HSRA, and Pathways for Wildlife has been meeting monthly. As part of the Project, the Pacheco Pass Working Group will be expanded to include the following entities: Valley Water, State Parks, County Parks, Wildlife Conservation Board (Project funder), Moore Foundation (Project funder), CDFW, Wildlife Conservation Network (Project Funder), Chris Wilmers (UCSC Puma lab), UC Davis Wildlife Health Center (Drs Winston Vickers and Justin Dellinger), and Pathways for Wildlife

4.0 SCOPE OF SERVICES

The following scope of services is based upon the successful completion of the basic project goals and objectives discussed in the project description. This scope of services is presented as tasks that are required to meet project schedule/deadlines, project goals and objectives, and work products that shall be produced.

TASK 1: Project Management

The Consultant shall maintain close communication with the Habitat Agency to ensure all documents are technically correct and are completed within the budget and schedule parameters.

Preparation of contracts, invoicing, financial management, and project data management are included in this task. This task includes attending and arranging all meetings to initiate the project (kick-off) and to discuss issues such as general project coordination.

Deliverables: Project work plan, meeting notes, and monthly status report.

TASK 2. Alternatives Analysis

Consultant will investigate and provide a minimum of two and up to four alternatives. The alternatives will consist of, but are not limited to, alternatives to achieve the most cost-effective solution in providing a wildlife overpass, optimizing use of existing right-of-way, best fit for the land use of the surrounding area (e.g., land less likely to be developed), and landforms that would complement design/construction. Consultant will refine preliminary geometrics for the proposed improvements using current available base mapping and GPS telemetry data (as it becomes available from a concurrent Habitat Agency study). Consultant will analyze the alternatives to quantitatively compare cost, level of delay reduction, traffic operations, safety, design exceptions, environmental impacts, right-of-way and utility relocation requirements. All alternatives should conform to the design and location specified in the HSRA mitigation measure. All alternatives should consider movement for the primary target species (mountain lion, Tule elk, bobcat, and American badger) and optimal locations for those species.

Consultant will present the findings to the Habitat Agency and other stakeholders for review and to reach consensus on project alternatives and scope. This task is anticipated to be an iterative process.

Consultant will determine right-of-way, utility easements, potential environmental impacts, order of magnitude cost estimates and permit requirements for each of the alternatives. Consultant will also prepare required reports to document various studies and design elements for value engineering opportunities, addressing those elements where it may appear that significant cost savings or other advantages can be realized. Consultant's activities and submittals will include, but are not limited to, the following:

Subtask 2.1. Constructability Analysis

The Consultant will conduct a constructability analysis to determine the wildlife overpass opportunities and constraints of the four sites identified by the *Habitat Suitability Modeling and Linkage Analysis Report*. Geotechnical data will inform site selection and a site selection memorandum prepared. Site requirements from a constructability perspective will be assessed and described. The Constructability Analysis will be subject to review by the Habitat Agency, HSRA, Caltrans, and Senior Advisor. The draft will be presented to the stakeholder group.

Deliverables: Constructability Analysis Memorandum (draft and final). Final memorandum will be delivered as appendix to the Alternatives Analysis. Virtual presentation to the stakeholder group.

Note: The Habitat Agency is working with Pathways for Wildlife to complete the *Habitat Suitability Modeling and Linkage Analysis Report*. This report will be provided to the consultant upon completion of the draft.

Subtask 2.2. Conceptual Plan Drawings

Consultant will develop conceptual plans for at least two and up to four locations. Alternatives will include cost estimates and right of way needs. The Conceptual Plan Drawings will be subject to review by the Habitat Agency, HSRA, Caltrans, and Senior Advisor. The draft will be presented to the stakeholder group.

Deliverables: Conceptual plans for up to four locations (draft and final). Final Plans will be incorporated as appendix to the Alternatives Analysis. Virtual presentation to the stakeholder group.

Subtask 2.3. Alternatives Analysis

Consultant will conduct an Alternatives Analysis on property ownership and geotechnical constraints and overall constructability. The modeling analysis will inform the availability of sites, and the site-specific analysis will be used to select up to four candidate sites. Consultant will also review each site for suitability as an overcrossing based on connectivity to undeveloped land and documented wildlife corridors. Consultant will prepare a technical report documenting environmental conditions on all four sites to support preparation of the environmental documents, including comparison of project alternatives. Two sites will be advanced to 35% design as the build alternatives for the draft environmental documents. A single site will be advanced to 65% Design. The Alternatives Analysis will be subject to review by the Habitat Agency, HSRA, Caltrans, and Senior Advisor. The draft will be presented to the stakeholder group.

Deliverables: Alternatives Analysis (draft and final). Virtual presentation to the stakeholder group.

TASK 3: Project Initiation Document (PID)

Consultant will develop the necessary documents to support development of a PSR-PDS (Project Initiation Report document). Consultant will prepare PID documents in accordance with Caltrans latest Project Development Procedures Manual (“PDPM”) and Standard Environmental Reference (SER), as relevant. Consultant will prepare a streamlined PSR-PDS to (i) document the need for the project, (ii) prepare and summarize key points from the Preliminary Environmental Analysis Report (“PEAR”), and (iii) summarize the scope, cost and overall impacts to enable an informed decision by the Project stakeholders to proceed toward project approval. The PID will contain Build Alternatives developed from Task 2 – Alternatives Analysis.

The approved PSR-PDS will allow the Project to move into the Project Approval/Environmental Document (PA/ED) phase in the future. Consultant will obtain and review available data and information necessary for planning and designing the Project. Caltrans will verify the required submittals and approach. Consultant’s activities and submittals may include, but is not limited to, the following:

- Review existing data and reports
- Site visit and field review to verify project features

- Develop design alternatives
- Prepare preliminary geometrics
- Identify and document non-standard design features
- Prepare Complete Streets Decision Document (PID Level)
- Prepare Design Checklists (DIB78 and DIB82) as required
- Prepare Intersection Control Evaluation (“ICE”)
- Prepare Traffic Engineering Performance Assessment
- Prepare Preliminary Environmental Analysis Report
- Prepare Preliminary Design Reports
- Prepare Storm Water Data Report (PID Level)
- Prepare preliminary right-of-way requirements and utility matrices
- Prepare PID level cost estimate
- Prepare Draft and Final PSR-PDS including supporting documentation

Consultant will apply and obtain its own Caltrans encroachment permit rider to conduct site investigations of existing conditions, perform field surveys, and collect traffic data. Caltrans will validate PID contents and approach. The PID will be subject to review by the Habitat Agency, HSRA, Caltrans, and Senior Advisor. A high-level summary will be presented to the stakeholder group.

Deliverables: The required deliverables will be identified in collaboration with Caltrans. It is anticipated that the following may be required. Complete Streets Decision Document (PID Level), Design Checklists (DIB78 and DIB82, if required), Intersection Control Evaluation (if required), Traffic Engineering Performance Assessment, Preliminary Environmental Analysis Report, Preliminary Design Reports, Storm Water Data Report (PID Level), preliminary right-of-way requirements and utility matrices, PID level cost estimate, Draft and Final PSR-PDS including supporting documentation. Virtual presentation to the stakeholder group.

TASK 4: Project Approval/Environmental Document (PA/ED)

Subtask 4.1. Project Report

The Project Report (“PR”) shall be in accordance with Caltrans guidelines. Caltrans will validate all PA/ED related documents and their approach. The PR activities and deliverables shall consist of, but are not limited to, the following:

- Preliminary Right-of-Way Requirements
- Preliminary Utility Coordination/Encroachment Policy Variance
- Preliminary Geometrics
- Design Standards Decision Document (PA/ED Level)
- Complete Streets Decision Document (PA/ED Level)
- Preliminary Stage Construction / Traffic Handling
- Transportation Management Plan
- Storm Water Data Report (PA/ED Level)
- Hydro-Modification and Drainage Report
- Location Hydraulics Study
- Preliminary Geotechnical Report

- Preliminary Construction Cost Estimate
- Preliminary Construction Schedule
- Highway Plan Sheets
- Landscape Concept Plans
- Value Analysis Support
- Life Cycle Cost Analysis
- Draft and Final PR

Deliverables: Draft and Final PR with supporting deliverables as specified above. Consultant may provide a revised deliverable list based on their project understanding as part of their RFP response.

Subtask 4.2. Environmental Document

The Project shall be environmentally approved under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). The working assumption is that an Initial Study (IS)/Mitigated Negative Declaration (MND) and Environmental Assessment (EA) will be required. Project impacts to environmental resources shall be analyzed and technical studies shall be prepared, as needed. The environmental document activities and deliverables shall consist of, but are not limited to, the following:

- Draft, Public, and Final Environmental Document
- Draft, Public, and Final Technical Studies
- Open House/Community Meetings

Consultant shall complete required public noticing and organize and facilitate public meetings.

The environmental document should include a robust post-construction monitoring approach to determine the effectiveness of the wildlife crossing. In addition to the Habitat Agency, the following agencies will review the draft environmental documents.

- Wildlife Conservation Board, Caltrans, and HSRA will review NEPA and CEQA
- CDFW and USFWS will review CEQA and NEPA, respectively.

Deliverables: Draft, Administrative Draft, Public, and Final Environmental Documents and technical studies. Separate Caltrans-specific technical studies, like a Natural Environment Study (NES), may be required. Consultant shall provide a revised deliverable list based on their project understanding as part of their RFP response.

TASK 5: Design

Consultant will develop the 35% and 65% design services include the preparation of the Plans, Specifications and Estimates (“PS&E”) deliverables. The draft environmental phase will proceed with two 35% alternatives and the public comment period will be used to select the preferred build alternative. The preferred build alternative will proceed to 65% design. The design should conform to HSRA mitigation measure BIO-MM#79b and Caltrans design standards. This task is comprised of preparing PS&E, reports, and other deliverables for the following submittals:

- 35% PS&E for two build alternatives

- 65% PS&E for the preferred build alternative

5.0 ASSURANCE OF DESIGNATED PROJECT TEAM

Consultant shall assure that the designated individuals specified as the project team, are used for this project. Departure or reassignment of, or substitution for, any member of the designated project team shall not be made without the prior written approval of the Habitat Agency.

6.0 GENERAL TERMS & CONDITIONS

- 6.1 **Standard Agreement.** Upon completion of the evaluation and recommendation for award, the selected firm will be required to execute a Consultant services agreement, the general form of which is included as **Attachment A**.
- 6.2 **Independent Consultant/Consultant.** At all times the Consultant/Consultant shall represent himself/herself to be an independent Consultant offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the Habitat Agency. Therefore, the Consultant/Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the Habitat Agency its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.
- 6.3 **Publicity Clause.** Respondent must obtain prior written approval from the Habitat Agency for use of information relating to the Habitat Agency or this Agreement in advertisements, brochures, promotional materials, or media, press releases or other informational avenues.
- 6.4 **Non-Appropriation.** The Habitat Agency may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.
- Conflict of Interest.** The Consultant/Consultant shall warrant that no official or employee of the Habitat Agency has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the Habitat Agency.
- 6.5 **Non-Collusion.** Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary Consultant and the associated sub-Consultants.

6.6 **Indemnification & Insurance Requirements.** The Habitat Agency's standard indemnification and insurance requirements are provided in the form consultant services agreement, **Attachment A**. All costs of complying with the insurance requirements shall be included in your pricing. The selected firm shall provide complete and valid insurance certificates within ten (10) days of the Habitat Agency's written request. Failure to provide the documents within the time stated may result in the rejection of the firm's proposal.

6.7 **Protests and Appeals.** In accordance with the Habitat Agency's procedures, any actual or prospective proposer, offeror, or Consultant who is aggrieved in connection with the solicitation or award of a contract may appeal to the Habitat Agency's Executive Officer. The protest shall be submitted in writing within seven (7) calendar days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.

7.0 PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided but should be succinct and relevant to the goals of this RFP. Excessive information will not be considered favorably.

7.1 **Cover Letter** with the following information:

- Title and number of this RFP.
- Name and mailing address of firm (include physical location if mailing address is a PO Box).
- Contact person, Email address, and telephone number.
- The Habitat Agency will use email to notify respondents of critical developments such as interview schedules, notification of selection/non-selection, etc. Therefore, it is essential that you identify one or more contact persons who has frequent access to email. The Habitat Agency will not be responsible for delivery failure of email due to firewalls, spam filters, or individuals' failure to retrieve email messages. The Habitat Agency will not attempt to re-deliver any messages which fail due to no fault of the Habitat Agency.

7.2 **Signature Requirements** – The Cover Letter must be signed by an officer empowered by the Consultant/Consultant to sign such material and thereby commit the Consultant/Consultant to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter a binding contract.

- Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
- Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- Proposals which are submitted by an Individual doing business under a firm name (“dba”) shall be signed in the name of the individual doing business under the proper firm’s name.

7.3 **TAB A: Firm’s Qualifications** – Describe the firm and provide a statement of the firm's qualifications for performing requested services. Identify the services which would be completed by the firm's staff and those that would be provided by sub-Consultants, if any. Identify any sub-Consultants you propose to utilize to supplement your firm’s staff. Include the firm’s organizational chart, including its constituent parts, and size variation of staffing levels in the past five years.

7.4 **TAB B: Experience and References** – Provide a summary of the firm’s experience in providing these or similar services. Provide a minimum of three references for related projects or service agreements, including dates, contact person and phone number, and a brief description of the project or agreement. Public sector references are preferred.

7.5 **TAB C: Qualifications of Team** – Provide a summary of the qualifications and experience of each team member assigned to this project, including length of service with the firm and résumé, and the qualifications/experience of any sub-Consultant staff on your project team. Include a list of the staff available for this project and the designated project manager/lead for each applicable category.

7.6 **TAB D: Project Plan** – Provide a detailed discussion of your firm’s approach to the successful implementation of each project the Consultant is bidding on. Include a proposed work schedule to accomplish all of the required tasks within the desired timeline. Identify the staff who would be assigned to each task, including sub-Consultants. Schedule should be sensitive to the schedule shown in **Section 2.0**.

- A. A statement that the submitting firm will perform the services and adhere to the requirements described in this RFP, including any addenda (*reference the addenda by date and/or number*).
- B. Subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act. Proposers shall include a

statement that describes any specific portion(s) of their submittal that are considered proprietary and should not be releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge.

- C. Include a statement of assurance that Consultant will not substitute members of their designated team without approval by the Habitat Agency staff.
- D. Include a statement which declares there is no Conflict of Interest (per **Section 6.5**).
- E. Provide a statement attesting there has been no Collusion (see **Section 6.6**).
- F. Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the form contract (**Section 6.7**). (Please note that actual Certificates of Insurance are not required as part of your submittal.)
- G. Consultant and all subconsultants shall comply with State of California prevailing wage requirements applicable to any and all such work.
- H. Consultant shall always comply with the City / County ordinances, rules, policies, and guidelines in relation to any and all work or activities on, in or about the property.

7.7 **TAB F: Exceptions** – Describe all proposed exceptions, alterations, or amendments to the Scope of Services or other requirements of this RFP, including the Standard Agreement Attachment A. The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the Habitat Agency’s determination of whether it is possible to successfully negotiate a contract with your firm/individual.

7.8 **Cost Proposal** – Provide a total cost for the proposal with a breakdown of costs delineated by tasks as described in your project plan.

7.9 **Rate Schedule** – Include a schedule of hourly rates for all proposed staff and the amount of time each person will be devoted to this project. Define any reimbursable expenses requested to be paid by the Habitat Agency.

All cost proposals shall be signed and dated per Section 7.2 above

8.0 SUBMITTAL INSTRUCTIONS

8.1 We require your submittal package be submitted by email.

BY EMAIL: One (1) proposal and cost proposal in PDF form, please include a cover letter as detailed in section 7.1.

8.2 Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP.

8.3 Proposals are due to the Santa Clara Valley Habitat Agency by 5:00 pm on the date specified in Section 2.

SANTA CLARA VALLEY HABITAT AGENCY
Attention: Denise Rosenberger
535 Alkire Avenue, Suite 100
Morgan Hill, CA 95037
denise.rosenberger@scv-habitatagency.org

8.4 Electronically submitted proposals by email will be accepted.

8.5 The Habitat Agency shall not be responsible for proposals delivered to a person or location other than that specified herein.

8.6 Late submittals shall not be accepted or considered.

8.7 All submittals, whether selected or rejected, shall become the property of Habitat Agency, and will not be returned.

8.8 All costs associated with proposal preparation shall be borne by the proposer. RFP does not commit the Habitat Agency to award a contract, nor does it commit the Habitat Agency to pay any costs incurred with the submission of the proposals or the participation of any of the proposers in the RFP process including but not limited to travel expenses, any necessary studies or designs for the proposal preparation or interview. All costs associated with the proposal preparation, interview preparation and attendance are the sole responsibility and expense of the submitting and participating Proposers.

8.9 All proposals shall remain firm for one hundred twenty (120) days following the closing date for the receipt of proposals.

9.0 EVALUATION CRITERIA

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s).

Evaluation Criteria	Maximum Points Possible
A. Experience and qualifications of firm (per Sections 7.3 and 7.4)	25
B. Experience and qualifications of proposed staff (per Section 7.5)	30
C. Understanding of the project – Proposed Project Plan (per Section 7.6). This includes general design and purpose.	25
D. Proposed Cost (per Section 7.9)	20
Total Possible Points	100

10.0 SELECTION PROCEDURE

- 10.1 Submittals will be reviewed for responsiveness, and responsive submittals will further be screened by the Senior Real Estate Agent and Executive Officer in accordance with the above criteria.
- 10.2 The Habitat Agency reserves the right to make an award without further discussion of the submittal with the proposer. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual might propose.
- 10.3 The Habitat Agency reserves the right to award a contract to the firm(s) that presents the best qualifications and whose proposal best accomplishes the desired results.
- 10.4 The Habitat Agency reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate with the successful firm(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.
- 10.5 The Habitat Agency will notify all proposers whether or not they are selected for the subject work. **Email is the Habitat Agency’s preferred method of communication for all stages of the RFP process.**

Attachment A

Standard Agreement (includes Indemnification & Insurance Requirements)

**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 Ave, 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 ____ .

Attachment B
Project Location

Figure 1: Location Map

