

City of Sebastopol

REQUEST FOR STATEMENT OF QUALIFICATIONS / REQUEST FOR PROPOSALS
FOR ON-CALL PLANNING CONSULTING SERVICES

PRE-QUALIFIED CONSULTANTS LIST

Statement of Qualifications / Proposals
Initial List Due Date: March 1, 2019



PLANNING DEPARTMENT
7120 BODEGA AVENUE
SEBASTOPOL, CA 95472

Phone: 707-823-6167
Fax: 707-823-1135

I) BACKGROUND

The City of Sebastopol is soliciting qualified consultants interested in being included in our Pre-Qualified Consultants (PQC) List for Environmental Consulting services as well as Telecommunication Consulting services.

The Planning Department is establishing a list of pre pre-qualified consulting firms available to perform a variety of consulting services related to environmental planning services and telecommunications consulting services. The City seeks consultants with demonstrated expertise and experience performing studies and consulting services for public agencies in one or more of the following disciplines:

- A) Environmental Consulting, including but not limited to:
 - CEQA consulting services (Initial Studies, Mitigated Negative Declarations, EIRs, and technical studies that may be required for CEQA review)
 - Environmental and Scenic Open Space studies (biological assessment, wetlands determination, visual assessment, etc.)
- B) Telecommunications consultant (technical review of telecommunication applications and associated assistance to the City)

Firms will be selected for inclusion in the Pre-Qualified Consultants List based on the quality, diversity and responsiveness of the proposals received. The application and qualification period is open-ended until further notice. Consultants may be added to the list by approval of the City Council on a quarterly or semi-annual basis depending on the timing and number of applications received.

The qualified firms selected for the Pre-Qualified Consultants List may be invited to provide consulting services on an “as-needed” basis for projects to be determined during the term of a Master Agreement, whose initial term will be for three (3) years. Upon execution of the Master Agreement, the City may elect to solicit proposals from any or all selected consultants. Individual project contracts will be awarded by contract amendment concurrent with the term of the master contract. Only those consultants with fully-executed Master Agreements will be eligible to respond to Requests for Proposals.

The City will award contract amendments for projects based upon a scope of services, work schedule, and fee proposal submitted to the City on request. For work being performed directly for City projects, these contract amendments shall be subject to approval by the City Council. For work being done at the request of the Planning Department for private development projects, the contract shall be authorized by the City Manager.

For any given project, the City may elect to contract with more than one consultant based upon their field of expertise. Consultants are also encouraged to team with other pre-qualified consultants on project proposals where multiple disciplines are required.

To be included in the Pre-Qualified Consultants List, your firm must demonstrate successful completion of projects for which you have contracted directly with a public agency located in Northern California within the last five (5) years. Following are additional details about the scope of services anticipated by the City and instructions for preparing your Statement of Qualifications and Proposal.

II) SCHEDULE

This Request for Statement of Qualifications (RFQ) was released effective December 20, 2018. Responses to this RFQ are due March 1, 2019.

It is the City's intent that this solicitation will be open-ended until further notice. Evaluation of proposals by the City will commence within thirty (30) days of receipt. The City reserves the right to conduct follow-up interviews with applicants.

Qualifying consultants will be requested to enter into Master Agreements with the City. These Master Agreements will be presented to the City Council for approval quarterly, or upon a lesser frequency as determined by the City staff, depending upon the volume and timing of applications received in response.

III) SCOPE OF WORK

In general, consultants will be sought to perform planning services on an "on-call, as-needed" basis for various projects assigned by the City. The scope of work for any one project may involve all phases of project development, including but not necessarily limited to the following:

- A) Environmental Consulting - Environmental and CEQA** - Prepare Environmental and Scenic Open Space reports pursuant to requirements of the Zoning Ordinance. This report must be prepared by a biologist and include the specific analysis conforming to each element of required study, as set forth in Municipal Code Section 17.46. (a copy of the ESOS regulations is attached). Consultants should review the ESOS chapter of the Zoning Ordinance carefully to become familiar with its criteria, study requirements, and procedures so that these requirements are appropriately reflected in proposals.

Prepare CEQA documents, including but not limited to Initial Studies, Negative Declarations, Mitigated Negative Declarations, Environmental Impact Reports (including Amendments or Addendums), and technical studies in support of these. This scope could be limited to support of the City's preparation of above and could also include technical studies in support of City Staff's preparation of the above.

- B) Telecommunications Consulting** – Technical review of Applications for new or modifications to Telecommunications facilities, including review of technical materials submitted including, but not limited to, those required under this section and in those cases where a technical demonstration of unavoidable need or unavailability of alternatives is required. The applicant shall pay all the costs of said review, including any administrative costs incurred by the City. Any proprietary information disclosed to the City or the expert hired shall remain confidential and shall not be disclosed to any third party.

IV) CITY'S RESPONSIBILITIES

The City will prepare a Request for Proposals for each project, including a scope of work and other information about the project. City will make available all application materials (for private projects) including project descriptions, plans and details, background information and analysis in relation to application requirements, and Zoning and General Plan analysis, and coordination with the applicant if additional information is required. City will also furnish copies of any existing City plans, base maps, and other background materials for consultant's use as needed.

V) GUIDELINES FOR PROPOSALS

- A)** Proposals shall be accompanied by the completed **Application Form (Appendix A)**.
- B)** Proposals should not exceed 20 pages in length.
- C)** Proposals must be signed by the individual who is authorized to execute the Master Agreement, should your firm be selected for the Pre-Qualified Consultants List.
- D)** Proposals shall include pre-qualification documentation demonstrating that the firm has contracted directly with public agencies located in Northern California within the last five (5) years and successfully completed a minimum of four (4) projects in each of the categories listed in the BACKGROUND section above for which the consultant wishes to be considered.
- E)** Documentation for each referenced project in each category included in your proposal shall include information in the format shown below:
 - 1)** Client Name
 - 2)** Project Name and Description
 - 3)** Project Start and End Dates
 - 4)** Client Project Manager Name, Phone Number, and Address
 - 5)** Consultant Staff Project Manager
- F)** Proposals shall include a summary section describing your understanding of the pre-qualification list and potential project assignments.
- G)** Statement of Qualifications: The information requested in this section should describe the qualifications of the firm, key staff and subcontractors performing projects within the past five (5) years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
 - 1)** Names of key staff that participated on named projects and their specific responsibilities with respect to this work.
 - 2)** A summary of your firm's demonstrated capability, including length of time in business.
- H)** Proposals shall include your firm's general billing information as follows:
 - 1)** Schedule of hourly rates, including any special rates offered to public agencies.
 - 2)** Travel-time charge-out policy.
 - 3)** Vehicle or equipment charge-out policy.
 - 4)** Percentage markup for reimbursable expenses.

PROCESS FOR SUBMITTING PROPOSALS

- I)** Proposals should focus on information requested above; brochures and promotional materials may be submitted with your application but shall be bound separately from the proposal.
- J)** Submit three (3) paper copies of proposal, one of which is unbound, plus a CD or thumb-drive containing a PDF version of the complete proposal in a sealed envelope addressed to:

Kari Svanstrom, Planning Director
City of Sebastopol, Planning Department
7120 Bodega Avenue
Sebastopol, CA 95472
RE: SOQ FOR PRE-QUALIFIED CONSULTANTS LIST

Proposals shall be submitted in person or by mail or delivery service. Faxed or emailed proposals will not be accepted.

VI) QUESTIONS

Questions regarding this SOQ, its requirements, or the Pre-Qualified Consultant List in general may be submitted in writing only, and preferably by email, to Kari Svanstrom, Planning Director, at ksvanstrom@cityofsebastopol.org.

Responses to individual's questions will be via email. Questions and answers will be compiled and posted from time to time on the Planning Department's web page (<https://www.ci.sebastopol.ca.us/City-Government/Departments-Services/Planning>).

Prior to submitting proposals, consultants should not contact any other City personnel, elected or appointed officials other than the Planning Director. The City reserves the right to reject any proposal for violation of this provision.

VII) EVALUATION CRITERIA

The City's consultant evaluation and selection process is based upon "Qualifications Based Selection" (QBS) for professional services. The following criteria will be used in evaluating the proposals:

- A)** Responsiveness to solicitation and understanding of project.
- B)** Pre-qualification project documentation and demonstration of relevant experience.
- C)** General qualifications and experience of the firm, project manager, and other key individuals assigned to projects.
- D)** Clarity of proposal.
- E)** Information obtained from reference checks.

The City may also contact responding firms to clarify information in proposals or to seek and review additional information deemed pertinent to the evaluation process. The evaluation

committee shall determine the final Pre-Qualified Consultants List in consideration of the best interests of the City.

After written proposals have been reviewed, telephone or in-person interviews with prospective firms may or may not be conducted by the City. If scheduled, oral interviews will be in an informal question/answer format for the purpose of clarifying the proposal. The individuals who represent your firm in any scheduled interview must include the person who would be directly responsible for carrying out the contract.

A Notification of Intent to Award will be sent to the consultant(s) selected. Award is contingent upon the successful negotiation of final contract terms contained in the Master Agreement and subject to approval by the City Council.

Negotiations shall be confidential and not subject to disclosure to competing consulting firms unless an agreement is reached. The City will place all consultants with whom a Master Agreement is executed on our Pre-Qualified Consultants List.

VIII) STANDARD TERMS AND CONDITIONS

- A) This RFQ/RFP does not commit the City to award a contract or to pay any costs incurred for any services.
- B) The City, at its sole discretion, reserves the sole right to determine which consultants are ultimately included in the Pre-Qualified Consultants List.
- C) All proposals will become the property of the City of Sebastopol. Any proprietary information contained in the proposal should be clearly identified as such.
- D) The City reserves the right to amend this RFQ/RFP from time to time. The current version will be posted on the City website (<https://www.ci.sebastopol.ca.us/City-Government/Departments-Services/Planning>).
- E) The cost for developing the proposal is the sole responsibility of the proposer. All proposals submitted become the property of the City.
- F) Prior to award, the apparent successful firm(s) may be required to enter into discussions with the City to resolve any contractual differences. If no resolution is reached, the proposal may be rejected.
- G) Proposals are subject to the Freedom of Information Act. The City cannot protect proprietary data submitted in proposals.
- H) Insurance Requirements: Successful proposers, who are invited to be included on the Pre-Qualified Consultants List, must furnish the City with the Certificates of Insurance proving coverage as specified in **Appendix C, Insurance Requirements for Consultants (REMIF)**, prior to City approval of the Master Agreement. No exceptions will be made to this requirement.

It is the proposer's responsibility to review these requirements carefully prior to submitting a proposal in response to this solicitation. Your response must indicate your familiarity with the insurance requirements and your willingness to comply with them as they are written. If you take any exceptions to the terms of the contract, these must be included in your proposal in writing. The City will consider this in determining responsiveness to the Request for Proposals.

APPENDIX A

APPLICATION FORM
FOR CITY OF SEBASTOPOL PRE-QUALIFIED CONSULTANTS LIST
APPLICANT

Business Name: _____
Contact Person for Agreement: _____
Business Mailing Address: _____
City, State, Zip: _____
Email: _____
Phone: _____ **Fax:** _____
Contact Person for Proposal: _____
Title: _____ **Email:** _____
Phone: _____ **Fax:** _____

Current City of Sebastopol Business License: Yes: _____ **Expires:** _____ **No:** _____

Please indicate whether you currently have a City of Sebastopol Business License. Note: Consultants are not required to maintain a current City Business License, except when actively working on a project under an executed Amendment to the Master Agreement.

SERVICES OFFERED IN RESPONSE TO THIS REQUEST FOR PROPOSALS

Please list all types of work for which you wish to be considered. Consultants will be ineligible to respond to Requests for Proposals for types of work not specifically included in your application and SOQ. If you provide other types of services than those listed in the SOQ, please list them here as well.

By signing this application and proposal, the undersigned confirms that I have read this solicitation in its entirety and understand the information and requirements described herein, including general contract terms and insurance requirements, and I agree to comply with these should my firm be selected, except as I have otherwise noted in my Proposal.

Authorized Signature: _____ **Date:** _____

APPENDIX B

**DRAFT MASTER AGREEMENT
FOR ON-CALL PLANNING CONSULTING SERVICES**

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ by and between the City of Sebastopol, a municipal corporation located in the County of Sonoma, State of California, hereinafter referred collectively to as "CITY" and _____, a _____ with principal offices at _____ CA, hereinafter referred to as "CONSULTANT",

WITNESSETH

WHEREAS, CITY has the need for services performed by qualified consultants from time to time; and

WHEREAS, CITY desires to contract for such services with a private consultant; and

WHEREAS, CONSULTANT is experienced in providing such services for municipal corporations and is able to provide personnel with the proper experience and background to carry out the duties involved; and

WHEREAS CITY wishes to retain CONSULTANT for the performance of said services; NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree as follows:

CITY, pursuant to the authority set forth at Government Code Section 36505, does hereby appoint CONSULTANT, in a contractual capacity, to perform the following services on an “on-call, as-needed” basis in accordance with the terms and conditions hereinafter set forth;

The type of consulting services to be provided include:

[TBD based on proposal, May include Item 1 or 2 or both]

- 1) **ENVIRONMENTAL STUDIES** - As assigned, pursuant to approval of scope of work and fee proposal by the City Manager, perform services which may include but are not necessarily limited to the following:
 - a) Preparation of Environmental and Scenic Open Space reports, pursuant to requirements of the Zoning Ordinance Section 17.46. Such reports shall be prepared by, or in consultation with, a qualified biologist as required by this Section.
 - b) Environmental Review Document preparation in relation to California Environmental Quality Act (CEQA) review, including but not limited to Environmental Impact Reports, Initial Studies, Negative Declarations, and Mitigated Negative Declaration report documents. Such reports could encompass development of technical studies; mitigations and development of mitigation monitoring and reporting programs (MMRPs); and findings of fact.

- c) Technical environmental studies. Such technical studies may include: biological resource assessments (BRA); botanical surveys; wildlife species surveys; wetland delineations.
- d) Documentation in support of environmental compliance of public or private development projects. Such documentation may include: preservation and resource management plans as required for applications affecting sensitive resources and habitats.

TELECOMMUNICATIONS SERVICES – Technical review and evaluation of applications for new, or modifications to, Telecommunications facilities. Review may include analysis of any or all of the following: permit application completeness and/or accuracy; pre-construction planned compliance with applicable regulations for human exposure to RF emissions; post-construction actual compliance with applicable regulations for human exposure to RF emissions; whether and to what extent a proposed project will address a gap in the applicant’s wireless services; technically feasible of proposed alternative sites or concealment techniques proposed; applicability, reliability and/or sufficiency of any information, analyses or methodologies used by the applicant to reach any conclusions about any issue with the City’s discretion to review; other technical studies; and, any other issue identified by the Director that requires expert or specialized knowledge.

2) OTHER MISCELLANEOUS SERVICES - CITY may from time to time have the need for other services not specifically listed in this agreement for which CONSULTANT has the necessary experience and capabilities to provide. CITY may authorize CONSULTANT to perform such selected services on an as-needed basis.

3) PROJECT ASSIGNMENTS

- a) The CITY may, from time to time during the term of this agreement, solicit proposals from CONSULTANT for various CITY projects. Individual project assignments will be awarded by amendments to this agreement concurrent with the term of the master contract.
- b) The CITY will award contract amendments for each project based upon a scope of services, work schedule, and fee proposal submitted to the CITY on request and subject to approval by the City Council. For any given project, the CITY may elect to contract with more than one consultant based upon their field of expertise.
- c) Consultants are also encouraged to team with other pre-qualified consultants on project proposals where multiple disciplines are required.

4) RECORDS - All records produced by CONSULTANT during the course of your work under this agreement are, and at all times shall remain, the property of the CITY. CONSULTANT shall assemble these records in an orderly fashion and store same for at least three (3) years in a mutually agreed upon location so that they may be reasonably available to the public or to the officials of CITY as required. Copies of records shall be provided to the CITY from time to time as requested. Any proprietary information disclosed to the CITY or the CONSULTANT hired shall remain confidential and shall not be disclosed to any third party.

5) **TERMINATION** - This Master Agreement may be terminated at will by either party with or without cause upon thirty (30) days' written notice.

6) **GENERAL CONDITIONS**

- a) CITY shall not be called upon to assume any liability for the direct payment of any salary, wage or other compensation to any person employed by CONSULTANT performing services hereunder for CITY.
- b) All documents, including but not limited to plans and specifications, prepared by CONSULTANT are instruments of services only. They are not intended nor represented to be suitable for reuse on extensions of this project or any other project. Any reuse without specific permission by CONSULTANT shall be at the user's sole risk. CITY hereto agrees to save, keep and hold harmless CONSULTANT from all damages, costs or expenses in law and equity, including costs of suit and attorney's fees resulting from such reuse.
- c) CONSULTANT agrees to save, keep, hold harmless and indemnify CITY and its officers, and employees from all damages in law and equity caused by any negligent act or omission to act on the part of CONSULTANT or any of its officers, employees or subcontractors. CITY shall save, keep, hold harmless and indemnify CONSULTANT from all damages suffered in the performance of the authorized by this Agreement that are not the result of wrongful acts of the CONSULTANT, its officers, employees or subcontractors.
- d) CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, or employees. Refer to **Appendix C, Insurance Requirements for Consultants (REMIF)**, attached hereto and thereby made a part of this contract.

7) **NOTICES** - For purposes hereof, unless otherwise provided in writing by the parties hereto, the address of the CITY and the proper person to receive any notice on the CITY'S behalf is:

City Manager
City of Sebastopol
7120 Bodega Avenue
Sebastopol, CA 95472

For the purposes hereto, unless otherwise provided in writing by the parties hereto, the address of CONSULTANT and the proper person to receive any notice on the CONSULTANT'S behalf is:

[CONSULTANT CONTACT INFORMATION AND ADDRESS]

8) **ARBITRATION** - All claims, disputes, and other matters in question between the parties to this AGREEMENT, or breach thereof, may be decided by arbitration in accordance with the then-most current rules of the American Arbitration Association, if the parties mutually agree.

9) **MISCELLANEOUS**

- a) The titles used in this agreement are for general reference only and are not a part of the Agreement.
- b) This Agreement shall be interpreted as though prepared by both parties.
- c) Any provision of this agreement held to violate any law shall not invalidate the remainder of this Agreement.
- d) This Agreement shall be interpreted under the laws of the State of California.

10) **TERM OF AGREEMENT** - This Agreement shall remain in effect for an initial term of three (3) years. Extensions of the agreement may be made upon mutual agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized officers the day and year first above written in this Agreement.

CITY OF SEBASTOPOL

CONSULTANT

Larry McLaughlin
City Manager

Principal

Approved as to Form:



City Attorney

APPENDIX C

INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1187) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage **including operations, products and completed operations, as applicable**. If Commercial General 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.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions liability: \$2,000,000 per occurrence.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees and volunteers** are to be covered as insureds as respects liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. The Workers Compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its

officers, officials, employees and volunteers for losses paid under terms of this policy which arise from the work performed by the named insured.

4. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- 6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.**

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All original, signed certificates and endorsements are to be received and approved by the City prior to City's approval of the contract and commencement of work. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subconsultants

Consultant agrees to include with all subconsultants in their subcontract the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subconsultant's work. Subconsultants hired by Consultant agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under the Contract Documents. Subconsultant further agrees to include these same provisions with any Sub-subconsultant. A copy of the contract indemnity and insurance provisions will be furnished to the Subconsultant upon request. The Consultant shall require all sub-consultant to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Consultant will provide proof of compliance to the City.