

**CITY OF TEHACHAPI
REQUEST FOR QUALIFICATIONS (RFQ)
ON-CALL ENVIRONMENTAL SERVICES**

Release Date: November 28, 2016

Closing Date: January 4, 2017

Contact Person: Jay Schlosser, P.E., Development Services Director

Qualifications must be received by **5:00 p.m. on Wednesday, January 4, 2017** at the following address:

117 S. Robinson Street
Tehachapi, CA 93561

Introduction

The City of Tehachapi (City) is currently seeking to retain one or more qualified professional firms to provide on-call environmental services. These may include review and preparation of documents in accordance with the California Environmental Quality Act (CEQA) and/or the National Environmental Policy Act (NEPA) or other related environmental documentation for various City projects on an as-needed basis for a three-year period. Due to the as-needed nature of the work, no work is guaranteed on a contract, even if awarded. The scope of work will vary and will be requested on a task order basis as need arises. Services may be required for City-related projects (e.g. infrastructure projects, roadways, various municipal projects, policy documents, etc.) or private development (commercial, residential, industrial, etc.) within the City.

Statements of Qualifications (SOQ) shall be submitted by firms (or conglomerations of firms) that have a capable and demonstrable background in the type of work described under the Scope of Services requested in this notice. In addition, all interested firms shall have sufficient, readily available resources in the form of trained personnel, support services, equipment, specialized consultants and financial resources to carry out the work without delay or shortcomings.

Consultants are urged to submit concise SOQs and to include only the items that are relevant to this specific RFQ. The City reserves the right to reject any or all responses received as a result of this solicitation; to extend the submission due date for; to modify, amend, reissue or rewrite this document; and to procure any or all services by other means.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFQ.

Intent and Selection Process

The intent of this RFQ is to evaluate each interested firm's qualifications submission based on the evaluation criteria outlined in this RFQ, interview the highest scoring firms (up to four), select the firms from those interviewed that best meet the needs of the City based on the City's sole discretion (up to three), and negotiate a final scope of services for the Consultant Agreement for Services. The City reserves the right to forego the interview process and commence with selection based on the SOQs received. All contracts are subject to approval by the Tehachapi City Council, and the City reserves the right to not award any such contract at the discretion of the Council.

Contract Period

The contract period, once awarded by the City Council, will be for three (3) years (expiring December 31, 2019). The City, through the approval of the City Manager, may request and/or grant up to two, one-year extension of terms should the City require it, through an amendment to the Agreement for Services. Projects initiated during the agreement period shall continue until completion regardless of the end date of the agreement.

Schedule

The draft schedule for this RFQ is given below. Please keep in mind that the interview and Council meeting dates are subject to change.

Selection Process Actions	Target Date
RFQ distributed to prospective Consultants	November 28, 2016
Consultant Questions/Clarifications due	December 15, 2016
SOQ submissions due to City of Tehachapi	January 4, 2017
Interviews (Tentative)	January 17, 2017
Consultant(s) selection	January 30, 2017
City Council Meeting	February 6, 2017

RFQ Questions

Direct questions regarding this RFQ, via email, no later than December 15, 2016. All questions relating to the City's goals with answers will be posted.

Jay Schlosser, Development Services Director
Email: jshlosser@tehachapicityhall.com

SCOPE OF SERVICES

The following is a general description of typical duties that will be performed by the selected consultant(s). Duties are not limited to those included herein.

Environmental Services

In general, the successful individuals and/or firms will be expected to provide comprehensive environmental services in accordance with CEQA and/or NEPA. The Consultant's ability to complete the environmental reviews in a timely manner is essential. The environmental firm should have the staffing resources available (either in-house or assembled team) to complete multiple environmental reviews concurrently in an expeditious manner.

The services that the on-call Consultant would provide include, but are not limited to the following:

1. Write accurate, clear, concise and legally defensible environmental documents.
2. Work with City staff planners and personnel.

3. Attend Planning Commission and/or City Council meetings and give presentations when requested.
4. Provide typical environmental services such as:
 - Advise the City on environmental compliance strategies and requirements.
 - Preparation of CEQA documents (Categorical Exemptions, Initial Studies, Negative Declarations, Mitigated Negative Declarations, Environmental Impact Reports, etc.)
 - Preparation of NEPA documents (Categorical Exclusions, Environmental Assessments, Finding of No Significant Impacts, Environmental Impact Statements)
 - Traffic Impact Studies
 - Noise Assessments
 - Air Quality Studies
 - Biological Reports
 - Cultural/Historical Resource Reports
 - Water Quality/Water Supply Assessments
 - Caltrans District 9 Environmental Processing
5. Prepare, circulate and file/record environmental documents and notices in accordance with CEQA and within timelines specified by CEQA and the City (shorter timelines may be required for certain projects).
6. Conduct site visits as necessary.
7. Maintain concise and accurate administrative record for the assigned project. The project administrative record will be returned to the City at project completion.
8. Be available during regular business hours to answer questions from City staff, outside agencies, and the public; and
9. Provide brief weekly updates to City Planning staff on the status of the application processing as requested.
10. The selected consultants shall be expected to negotiate fixed schedules for the completion of simple environmental documents as part of the agreement.

Prior to assigning a specific project, the City will provide an introductory overview of a project and the requested scope of services. The Consultant will provide a proposed scope, fee and schedule on a project by project basis that will be reviewed by the City. The City reserves the right to solicit as many selected consultants as desired to provide a proposed scope, fee, and schedule.

STATEMENT OF QUALIFICATIONS FORMAT

The SOQ must include, at a minimum, the following information:

1. **COVER LETTER** - Summarize the firm's qualifications to provide consulting services for the City of Tehachapi. Provide name of contact person, phone number, and email address. A statement indicating that the consultant has read, understands, and agrees to the requirements and terms of the sample contract (Attachment A), including insurance & indemnification requirements is expected in the cover letter. (maximum one page).
2. **RELEVANT QUALIFICATIONS** – Offer short, focused paragraphs in a summary format by topic (maximum one page).
3. **RELEVANT EXPERIENCE** – List projects completed within the last five (3) years by the firm relevant to the City of Tehachapi and scope of services requested. Provide the following information for each project: a) outline the specific scope of services provided; b) identify the role of the firm (e.g., work was performed exclusively by the firm or a joint venture); c) highlight any key team members directly involved in the project who would be part of the City of Tehachapi on-call team; Provide three (3) references from Lead Agencies that can attest to your firms qualifications (maximum three pages).
4. **TECHNICAL ANALYSES** – Identify if your firm has in-house staff to prepare the CEQA/NEPA documents and/or technical studies for the various environmental topic areas including but not limited to traffic, air quality/greenhouse gas, biological resources, cultural resources, water/hydrology and noise. If in-house expertise is not available for a particular area, please identify the team of sub-consultants you would assemble to perform specialized analyses that cannot be completed by in-house staff (maximum two pages).
5. **KEY TEAM MEMBER SUMMARY** – Provide a proposed organization chart to identify key team members of the firm who would be directly involved with the City on-call services. Also include key sub-consultant team members. (maximum one page). Resumes may be included as a separate appendix and won't count against the page maximum.
6. **FIRM'S BILLING STRUCTURE** – Provide an outline of the hourly rate schedule for the key team members, and include associated administrative/technical support fee structure (e.g., administrative fees, mileage, travel time, reproduction costs).

SUBMISSION INSTRUCTIONS AND EVALUATION CRITERIA

Submission Instructions

Four copies of the SOQ are required as follows: three (3) bound copies and one (1) electronic copy in PDF format saved on a USB flash drive or CD. Double-sided printing is required.

All submissions must be sealed in a package and addressed to:

City of Tehachapi
On-call Environmental Services
Statement of Qualifications
117 S. Robinson Street
Tehachapi, CA 93561

Submittal Deadline

All submissions must be received by the City of Tehachapi by **5:00 P.M. on Wednesday, January 4, 2017.**

All respondents who mail or ship their submissions must allow sufficient delivery time to ensure receipt of their submissions by the time specified. Late or incomplete submissions will not be accepted for consideration.

Evaluation Criteria

The qualifications package submitted in response to this RFQ, together with the consultants' interview (if applicable), will be used as the basis for establishing the on-call list of pre-qualified consulting firms.

Firms will be ranked according to the evaluation criteria listed below. The highest scoring firms (up to four) will be invited for an interview. The City may elect to interview fewer than four firms based on the number and quality of submissions.

The City's On-Call Consultant list will be established from the firms that best meet the needs of the City. The City may choose to select all or only some of the interviewed firms for the On-Call List at the City's sole discretion.

1. Statement of Qualifications Submittal (up to 25 pts.)

Points will be awarded based on the firm's or team's ability to perform the work; demonstrated knowledge of the applicable policies, rules and regulations pertaining CEQA/NEPA and including the City's General Plan and zoning, specific plans and policies, City standards and guidelines and local environmental issues; and the responsiveness to this RFQ.

2. Relevant Experience (up to 20 pts.)

Demonstrated experience with projects relevant to the City of Tehachapi will be awarded up to 20 points.

3. References (up to 20 pts.)

References provided for the projects listed under Relevant Experience will be contacted regarding your work. Consideration will also be given to past performance history with the City of Tehachapi, if applicable.

4. Key Team Members (up to 15 pts.)

Up to 15 points will be awarded based on the key team members identified for the City of Tehachapi on-call team. Please note that because your submittals are being evaluated, in part, on the basis of the key team members as submitted, any substitution of key team members will be subject to approval in writing by the City.

5. Ability to Meet Project Budget and Schedule (up to 20 pts.)

Demonstrated ability to keep projects on time and within budget will be awarded up to 10 points. Ability to respond to unexpected and regularly scheduled requests for services with minimal delay will also be considered, as well as the firm's ability to identify cost-saving opportunities for the client in the management and fulfillment of their contracts.

6. Communication/Presentation of Material (up to 10 pts.)

Demonstrated ability to communicate and work effectively and efficiently with the public, applicant/developers, staff, policy and review bodies will be awarded up to 10 points.

Acceptance or Rejection of Proposals

The City reserves the right to accept or reject any and all proposals. The City also reserves the right to waive any informality or irregularity in any SOQ. Additionally, the City may, for any reason, decide not to award an agreement as a result of this RFQ or cancel the RFQ process. The City shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made this ___ day of _____, 20___, by and between the CITY OF TEHACHAPI, a municipal corporation (the "City"), and _____ (the "Consultant").

W I T N E S S E T H :

WHEREAS, City wishes to contract with Consultant to provide certain professional services pursuant to the _____ provided by the Consultant on _____ that may be required by the City from time to time under the terms and conditions described hereinafter and Consultant is agreeable thereto.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the parties agree as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.

2. During the term of this Agreement, Consultant shall serve at the pleasure of the City Manager or his designee. Consultant shall perform those services requested by the City Manager or his designee by written or email direction to Consultant and within the time frames and any other terms and conditions of same described therein. In that regard, whenever a project is requested, Consultant shall submit a scope of work and cost proposal for same and City and Consultant shall negotiate, where necessary, over the terms of same. Notwithstanding any other provision to this Agreement, City may contract with any other Consultants to perform any services otherwise described herein and shall have no obligation or responsibility to utilize Consultant for any such services.

3. Consultant shall receive payment for all services performed by Consultant hereunder based on Time and Materials. As used in this Agreement, "Time and Materials" shall mean the number of hours devoted by Consultant to such services charged at the rate set forth in the Consultant's Rate Schedule attached hereto as Exhibit "A" and by this reference made a part hereof and including all reasonable costs incurred by Consultant. The Consultant's Rate Schedule shall remain unchanged for two (2) years from the date of this Agreement subject to changes in prevailing wage as they apply to employees who receive prevailing wage.

4. Consultant shall bill City no more often than monthly by invoice for the services provided. City Manager shall have the right to reasonable review of each invoice and, at the conclusion of the review, City Manager shall place the matter on the agenda for the next available City Council meeting for consideration by the City Council. Upon approval of the invoice, same shall be paid in the regular cycle of payments made by City

for other bills and claims.

5. Consultant shall not provide consulting services for projects within City to any entity or individual other than City without the prior written consent of the City.

6. Information, data, plans, specifications, Consultant's estimates, and all other project documents drafted or created by Consultant or on behalf of Consultant for City shall belong to City and Consultant hereby assigns all of its copyright interests therein to City, irrevocably and forever and agrees that City shall be the owner of all such copyrights. All of the foregoing documents hereafter prepared by Consultant for City or on behalf of Consultant for City shall be retained and maintained for City by Consultant in its offices at no additional cost to City. Consultant shall release all such files and documents as instructed by City from time to time, and all such files and documents shall belong to City. Consultant shall not be liable for use of any such files or documents for purposes other than their original intended purpose.

7. Consultant hereby agrees to indemnify, defend, and hold harmless City, its agents, officers, Councilmembers, employees, and representatives from any and all claims, liabilities, expenses, and damages, including, without limitation, attorneys' fees, for injury to or death of any person, and for damage to any property, arising out of or in any way related to any negligent or intentional act, error, or omission by or on behalf of Consultant in performance of services under this contract.

8. The term of this Agreement shall continue for a term of three (3) years beginning January 1, 2017. The City, at its' sole discretion, may extend the contract for up to two (2) additional years. Either party may terminate this Agreement at any time upon 30 days prior written notice to the other party. In the event of termination, Consultant shall be entitled to payment under the terms of this Agreement for the work completed by Consultant prior to the date of termination minus the expenses incurred by the City to find a replacement Consultant.

9. All notices required to be given under this Agreement or by law shall be in writing and shall be deemed served if personally delivered or if sent by confirmed facsimile or electronic mail ("Email") or by United States mail, certified, return receipt requested, with date of signing the return receipt (or refusal to sign) as the date of service as follows: if to City - City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax - (661) 822-8559, Email - jschlosser@tehachapicityhall.com, or if to Consultant, _____, _____, _____, _____, Fax - _____, Email - _____. Any party may change any of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein

10. Time is of the essence with regard to each covenant, condition and provision of this Agreement.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

12. This Agreement and the projects arising hereunder constitute the entire agreement between the parties with regard to the subject matter herein and supersede all prior oral and written agreements and understandings between the parties with respect thereto.

13. This Agreement may not be altered, amended, or modified except by a writing executed by duly authorized representatives of all parties. This Agreement or any amendment to same may be executed in counterparts.

14. In the event any action or proceeding is instituted arising out of or relating to this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and actual costs.

15. Waiver by a party of any provision of this Agreement shall not be considered a continuing waiver or a waiver of any other provision, including the time for performance of any such provision.

16. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns. Notwithstanding the foregoing, Consultant shall not, under any conditions, assign this Agreement or any part thereof to any other entity or individual.

17. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and not be affected, impaired, or invalidated thereby.

18. City and Consultant acknowledge that each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

19. Without limiting Consultant's obligations under Paragraph 7 of this Agreement, Consultant shall obtain and maintain during the life of this Agreement:

(a) Comprehensive general liability insurance coverage in an amount not less than \$1 million per occurrence and automobile liability for owned, hired, and non-owned vehicles;

(b) Professional/negligent acts, errors and omissions insurance satisfactory to City in an amount not less than \$1 million per claim; and

(c) Such workers compensation insurance as required by statute.

Consultant shall provide City with appropriate certificates of insurance and endorsements for the comprehensive general liability insurance coverage in which City, its officers, Councilpersons, employees, and agents shall be named as additional insureds and specifically designating all such insurance as "primary," and providing further that same shall not be terminated nor coverage reduced without ten days prior written notice to City.

20. Consultant is an independent Consultant under this Agreement and is not an agent or employee of City. As such, Consultant is not entitled to participate in any plans, arrangements, or distributions that City may now or hereafter have, including, without limitation, retirement plans, health care or similar benefits for regular employees.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

_____, Mayor, City of
Tehachapi, California

"Consultant"