



Yolo Habitat Conservancy

County of Yolo • City of Davis • City of Winters • City of West Sacramento
City of Woodland • University of California, Davis

Notice of Request for Proposals (RFP) For On-Call Survey, Mapping, and Legal Description Services

Proposal Responses Due:

1:00 PM

December 2, 2024

Submit Proposals to:

Yolo Habitat Conservancy

info@yolohabitatconservancy.org

*This RFP is available on the Yolo Habitat Conservancy's website at
<https://www.yolohabitatconservancy.org/requestforproposals>*

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Attachments:

- Attachment A Surveyor RFP Response Form
- Attachment B Conservancy Insurance Requirements
- Attachment C Sample Master Services Agreement
- Attachment D Sample Task Order
- Attachment E Figure 1 Lucky Land Easement Area Map

SECTION I. INTRODUCTION

A. STATEMENT OF PURPOSE

The Yolo Habitat Conservancy (Conservancy) is responsible for the implementation of the Yolo HCP/NCCP, which includes the creation of a 32,000-acre reserve system to provide habitat for 12 special status species over 50 years. This reserve system will include the establishment of conservation easements as well as a small number of fee title acquisitions. To assist in these efforts the Conservancy is seeking responses from qualified surveyors or surveying firms (Consultants) to perform on-call survey services for the Conservancy such as surveys to identify property boundaries; preparation of survey maps and legal descriptions for conservation easements and access easements; control surveys for design or construction of restoration projects; preparation of record of surveys; and related services that support the Conservancy’s land acquisitions and restoration efforts on an as-needed basis over a period of three years.

Selected Consultant(s) will enter into a Master Services Agreement (Attachment C) with the Conservancy. Specific projects will be assigned by the Conservancy’s Executive Director or their designees to selected Consultant via Task Orders (Attachment D).

More information about the Yolo Habitat Conservancy and the Yolo HCP/NCCP is available at www.yolohabitatconservancy.org.

Proposers who submit a response to this RFP must have the ability to meet the requirements, including terms and conditions outlined in this RFP.

B. SYNONYMOUS TERMS

- 1. a. Firm, Consultant, Surveyor
- b. Contract, Master Services Agreement



- c. Services, Work, Scope, and Project
 - d. Bidder, Offeror, Proposer, Respondent
2. “Conservancy” refers to the Yolo Habitat Conservancy

C. SCOPE OF WORK

1. GENERAL DESCRIPTION

The Conservancy, through the course of implementing the Yolo HCP/NCCP will frequently need to acquire habitat conservation easements on land within Yolo County and a small portion of Solano County located along the Putah Creek riparian corridor. In limited circumstances, the Conservancy may acquire land in fee title. Additionally, the Conservancy will plan and implement habitat restoration projects within portions of the easement sites. The Conservancy will need the services of a Qualified Surveyor to prepare maps and legal descriptions for land acquisitions, conduct control surveys, and stake boundary locations for restoration projects and land acquisitions. All tasks are to be completed by, or under the direct supervision of, a California Licensed Land Surveyor.

The Conservancy proposes to select a Consultant(s) and establish a Master Services Agreement(s) for these services from December 16, 2024 through June 30, 2028. There is no representation as to the number of surveys or related services to be performed during any given time period. These tasks will be assigned on an “as-needed” basis.

2. SERVICES TO BE PROVIDED

Respondents must identify each task for which they are responding to within Section 4 of the Qualified Appraiser RFP Response Form: Lucky Land Easement Survey (Task 1) and On-Call Surveying Services (Task 2). The Conservancy anticipates needing several surveys each year throughout the term of the Master Services Agreement, in addition to the one specified in Task 1.

Task 1 – Survey and Legal Description for Lucky Land Site

The Conservancy intends to acquire a habitat conservation easement on approximately 316-acres (Easement Area) of the Lucky Land Site (APNs 033-210-012 and 033-210-013), located in Yolo County, California (See Attachment 4). The Easement Area will include all portions of these parcels except the area along the western boundary of the property, which is already encumbered by an easement associated with the West Levee. Within the southwest corner of the Easement Area, there will be an approximately 5-acre Development Envelope which is bound by the edges of the Easement Area on the west and south and is defined along the west and north by metal posts located on the property. The Conservancy seeks the services of a qualified surveyor to prepare a survey map and legal description for both the Lucky Land Site Easement Area and the associated Development Envelope. Additionally, the Consultant shall prepare a map or maps that show the Easement Area and Development Envelope superimposed over aerial photography with the lat/long coordinates of the corner points of each surveyed area labeled as an internal document that Conservancy representatives can reference for site monitoring purposes.

Task Order 1 Deliverables:

To be provided as pdf files



- 1) Legal description and survey map for the overall Easement Area (map to show the location of the Development Envelope)
- 2) Legal description and survey map for the Development Envelope (contained within the Easement Area)
- 3) Map or maps showing the Easement Area and Development Envelope superimposed over aerial photography and the lat/long coordinates for the corner points of each survey area labeled in Degrees Decimal Minutes

Task 2 – On-Call Surveying Services

Consultant shall provide on-call services for various Conservancy projects requiring surveys, legal descriptions, or other survey services. The Consultant may also be asked to provide an independent review of surveys or legal descriptions prepared by others or other assistance related to their relative expertise as-needed.

Prior to the commencement of any work under Task 2 for future projects, the Conservancy's Executive Director or their designee shall request additional services in writing. Consultant shall prepare a cost estimate of the specific work requested, including all necessary sub-tasks, and provide an estimated completion date. The Conservancy's Executive Director or their designee shall meet with the Consultant to establish the maximum fee, including expenses, for the specific project, and to establish the completion date. The maximum fee shall be based upon the hourly rates set forth in the Master Services Agreement and shall include all expenses. Work shall not start until a Task Order that includes the scope of work, completion date, and maximum fee has been signed by the Conservancy's Executive Director.

3. CONSULTANT QUALIFICATIONS

Consultant must have a valid license as a California Land Surveyor. The response to this RFP should elaborate on experience and provide examples. The individual Consultant or Firm must possess dedicated staff member(s) who have significant education, experience, qualifications, certifications, and/or other demonstrated competency applicable to provide the requested services.

The successful Respondent must demonstrate:

- a. Valid certification as a California Land Surveyor.
- b. Previous experience performing land surveying and preparing legal descriptions for easement and right of way acquisitions.
- c. At least 5 years of experience providing the services described in this RFP.
- d. The method and equipment that will be used for the work to be performed.
- e. The ability to execute Attachment C (Sample Master Services Agreement). Any exceptions to the Sample Master Services Agreement language must be submitted with the proposal or the proposed exceptions will not be considered.
- f. The ability to meet the minimum insurance requirements detailed in Attachment B (Conservancy Insurance Requirements). The selected Consultant(s) or its insurance company shall submit an original certificate of insurance prior to execution of the Master Services Agreement. Certificates of insurance must show evidence that the coverage is in effect and that it meets the Conservancy's minimum requirements.

Minimum technical specifications:

- a. All tasks are to be completed under the direct supervision of a California Licensed Land Surveyor.



- b. The accuracy of all surveys shall meet U.S. National Mapping Standard and be second order or better.
- c. Horizontal location of monuments shall be based on NAD 83 California grid coordinates, Zone II. Corresponding NAD 83 California grid coordinates, Zone II shall be shown on the maps and tables for aerial mapping control points.
- d. Elevations shall be based on NAVD88.
- e. Submittal of electronic versions of all work.

4. DELIVERABLES

All survey maps prepared shall be stamped by a California Licensed Land Surveyor and include the date of the survey. The accuracy of all surveys shall meet U.S. National Mapping Standard and be second order or better. It is anticipated that maps, legal descriptions, and other deliverables will be submitted to the Conservancy electronically as pdf files although alternative deliverable criteria may be specified within the individual Task Orders.

5. AWARDED CONTRACT REQUIREMENTS

- a. **INSURANCE REQUIREMENTS:** The successful Awarded Consultant must supply all insurance requirements as required in Attachment B (Conservancy Insurance Requirements).
- b. **FEES:** The Master Services Agreement will include a not-to-exceed amount. All expenditures must be associated with an executed Task Order which specifies a maximum amount allotted for the Task Order. It is anticipated that under most circumstances the Consultant will be providing services for a specific site(s) on a flat-fee basis that is determined prior to the execution of a Task Order. In circumstances where the Task Order relates to providing advisory or other intermittent services, the Consultant will charge an hourly rate with a not-to-exceed amount identified in the Task Order. Each Task Order will specify if it is to be paid on a flat-fee or hourly rate basis and the timeframe in which the work associated with the specific Task Order is to be completed. Hourly rates shall remain as specified in an Exhibit to the Master Services Agreement.
- c. **CONTRACT TERM:** The term of the Master Services Agreement shall be approximately three and a half (3.5) years. The term of the Master Services Agreement may be extended for one (1) additional twelve (12) month period. The specific amount of time allotted to individual Task Orders will be based on the needs of the individual project and shall not extend beyond the term of the Master Services Agreement.

D. PROPOSAL DEADLINE

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in Section II, RFP Schedule of Events. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

E. SUBMITTING PROPOSALS



The method of submitting your proposal is electronically to info@yolohabitatconservancy.org. Include “**SURVEYING SERVICES RFP RESPONSE**” in the subject line of the email.

It is the sole responsibility of the Proposer to ensure their proposal is submitted to info@yolohabitatconservancy.org before the closing date and time. Each submittal will receive a confirmation of receipt by email. If you have any questions regarding the submittal of this proposal or do not receive a confirmation of receipt within 48 hours of submittal, please contact Chris Alford at chris@yolohabitatconservancy.org or (530) 848-6211.

F. ADDENDA

Any additional information not included in this solicitation which the Conservancy finds necessary and material to responding to the RFP will be posted as an addendum on the Conservancy’s website. Answers to questions submitted through info@yolohabitatconservancy.org prior to 5:00pm (PST) on November 18, 2024 shall be considered addenda to the solicitation documents and both the question and the response will be posted to the Conservancy’s website immediately under the RFP.

SECTION II. RFP SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the Conservancy’s best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m., Pacific Time.

The Conservancy reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be posted to the Conservancy’s website. The Conservancy is not responsible for failure of the prospective Bidders/Offerors to check for any RFP document updates. Failure to periodically check the website will be at the Bidders/Offer’s sole risk.

	EVENT	DATE	TIME
1	Conservancy issues RFP	11/1/2024	
2	Deadline for written questions to be submitted to info@yolohabitatconservancy.org concerning RFP	11/18/2024	5:00 pm (PST)
3	Conservancy issues responses to written questions on Conservancy's webpage	11/20/2024	5:00 pm (PST)
4	Deadline for accepting proposals	12/2/2024	1:00 pm (PST)
5	Phone/teleconference interviews	week of 12/2/24	
6	Anticipated Master Services Agreement start date	12/16/2024	

SECTION III. GENERAL INSTRUCTIONS AND INFORMATION



A. RFP COORDINATOR

The following RFP Coordinator shall be the main point of contract for this RFP:

Yolo Habitat Conservancy
Chris Alford
info@yolohabitatconservancy.org

B. COMMUNICATIONS REGARDING THE RFP

Upon release of this RFP, all communications concerning this procurement must be directed to the RFP Coordinator named above. Questions specific to the content or scope of this RFP should be submitted by email to info@yolohabitatconservancy.org with “**SURVEYING SERVICES RFP QUESTION**” in the subject line no later than the date and time noted above in the Section II. All questions will be posted to the Conservancy’s RFP webpage with a response from the Conservancy by the date noted above in Section II.

The Conservancy is not responsible for failure of the prospective Bidders/Offerers to check for any RFP document updates, changes, or answers to questions posted at the Conservancy’s website at www.yolohabitatconservancy.org/requestforproposals. Failure to periodically check the website will be at the Bidder’s/Offeror’s sole risk.

Any oral communications shall be considered unofficial and nonbinding on the Conservancy. Any irregularities or lack of clarity in the RFP should be brought to the attention of the to the RFP Coordinator for correction or clarification.

C. PROPOSAL PREPARATION COSTS

The Conservancy shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

D. PROPOSAL WITHDRAWAL

To withdraw a proposal, the Respondent must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the Respondent may submit another proposal at any time up to the deadline for submitting proposals.

E. PROPOSAL AMENDMENT

The Conservancy shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless the Conservancy formally requests such in writing.

F. PROPOSAL ERRORS

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

G. PROHIBITION OF PROPOSER TERMS & CONDITIONS

A Proposer may **not** submit the Proposer’s own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the Conservancy, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

H. ASSIGNMENT AND SUBCONTRACTING

The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the Conservancy. The Conservancy must approve each subcontractor in



writing. The substitution of one subcontractor for another may be made only at the discretion of the Conservancy and with prior, written approval from the Conservancy.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a Master Services Agreement under this RFP, shall be the prime contractor and shall be responsible for all work performed. Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverage, or Contractor may insure subcontractors under its own policy.

I. PROPOSAL OF ADDITIONAL SERVICES

If a Proposer indicates an offer of goods or services in addition to those required by and described in this RFP, these additional goods or services may be added to the contract before contract signing at the sole discretion of the Conservancy.

J. INDEPENDENT PRICE DETERMINATION

A proposal shall be disqualified and rejected by the Conservancy if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a Conservancy employee, or any Competitor.

K. INSURANCE

The successful Contractor will be required to provide and maintain insurance as required and listed in Attachment B before commencing work on the contract.

L. LICENSURE

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The Conservancy may require any or all Proposers to submit evidence of proper licensure.

M. RFQ AMENDMENT AND CANCELLATION

The Conservancy reserves the unilateral right to amend this RFP in writing at any time. The Conservancy also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all proposers by email and will be posted on the Conservancy’s website. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

N. RIGHT OF REJECTION

The Conservancy reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State and County laws and regulations. The Conservancy may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

The Conservancy reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the Conservancy. Where the Conservancy waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the proposer from full compliance with the RFP. Notwithstanding any minor variance, the Conservancy may hold any Proposer to strict compliance with the RFP.



O. DISCLOSURE OF PROPOSAL CONTENTS

All proposals become the property of the Conservancy, which is a public agency subject to the disclosure requirements of the California Public Records Act (CPRA, California Government Code §6250 and following). The CPRA contains limited exemptions. If you contend that any documents, as defined by the CPRA, are confidential or proprietary material and exempt from CPRA, these documents shall be clearly marked “Exempt from CPRA.” Proposer shall defend, indemnify and hold the Conservancy harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney’s fees) that may result from denial of a CPRA request. If Proposer does not respond to a CPRA request or agree to do so within five (5) days, the Conservancy may disclose the requested information under the CPRA.”

P. PROPOSAL EVALUATION PROCESS

The evaluation process is designed to award the procurement to the Proposer with the best combination of attributes based upon the evaluation criteria. The Conservancy reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

Q. AWARD OF PROPOSAL

Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. This criterion is not listed in any order of preference. The Conservancy reserves the right to establish weight factors that will be applied to the criteria depending upon the order of importance. The Conservancy shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the Conservancy after all factors have been evaluated.

Award Evaluation Criteria:

- 1) Reasonableness of Costs
- 2) Qualifications and Experience
- 3) Delivery Schedule
- 4) Demonstrated Competence
- 5) Input from References
- 6) Quality and Completeness of Submitted Proposal
- 7) Proposer’s Concept & Understanding of the Conservancy’s goals and intent for the design and function of the project

R. AWARD PROCESS

The Conservancy reserves the right to make an award(s) without further discussion of any proposal submitted. Each proposal should be initially submitted on the most favorable terms the proposer can offer. The Conservancy reserves the right to negotiate and/or include a best and final offer stage to the process. Notwithstanding, the Conservancy reserves the right to add terms and conditions, deemed to be in the best interest of the Conservancy, during final negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations and will be incorporated in a Master Services Agreement or subsequent Task Order.

At the Conservancy’s sole discretion, the Conservancy may award a single Master Services Agreement or award multiple Master Services Agreements and allocate specific Task Orders to



Qualified Surveyors based on their individual expertise relative to the scope of work associated with each individual Task Order.

S. GROUND FOR DISQUALIFICATION

Any false, incomplete or otherwise unresponsive statements, documents or information provided to the Conservancy may be cause for disqualification of the firm or individual contractor if, in the Conservancy’s judgment, it is material. The Conservancy’s decision to disqualify a firm or individual contractor shall be final.

T. RESERVATIONS

The Conservancy reserves the right to do the following at any time:

- Reject any response to the RFP, without announcing the reason for such rejection.
- Waive or correct any minor or inadvertent defect, irregularity, or technical error in the RFP, a response to the RFP, or as part of any subsequent contract negotiation.
- Request that a firm or individual consultant supplement or modify all or certain aspects of their response to this RFP or other documents or materials submitted either individually or collectively.
- Terminate this RFP and issue a new RFP.
- Extend the deadline for accepting responses to this RFP.
- Negotiate with any or none of the firms or individual contractors that respond to this RFP.
- Make multiple awards resulting from this RFP process.
- Modify in the final contract any terms described in this RFP.
- Disqualify any proposer on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the response to the RFP or other data available to the Conservancy.

SECTION IV. TERMS AND CONDITIONS

A. QUALIFICATIONS/INSPECTION

Proposals will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The Conservancy reserves the right to contact references at any time, or take any other action necessary to determine Proposer’s ability to perform. The RFP Coordinator reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

B. NON-WAIVER

The Conservancy’s failure to address errors or omissions in the proposals shall not constitute a waiver of any requirement of this RFP by the Conservancy.

C. FEDERAL, STATE, AND LOCAL LAWS

The successful proposer must operate in conformity with all applicable, federal, state, and local laws, ordinances, orders, rules, and regulations pertaining to work. It is the responsibility of the awarded proposer to ensure that all permits and/or licensees required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to another qualified, responsive, responsible proposer.



D. GOVERNING LAW

If an award is made, the contract will be made in the County of Yolo and shall be governed and construed in accordance with the laws of the State of California. Any action relating to the Contract shall be instituted and prosecuted in the courts of Yolo County, California.

E. NON-DISCRIMINATION

There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under any resulting contract.

F. PUBLIC AGENCY

It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this RFQ with the same terms and conditions specified, including pricing. The Conservancy shall incur no financial responsibility in connection with a purchase order or contract from another public agency.

G. ASSIGNMENT/TRANSFER/SUBCONTRACTING

Awarded Contractor shall not assign, transfer, or subcontract any portion of the contract without the express written consent of the department. Any award issued pursuant to this RFP, and the monies, which may become due hereunder, are not assignable without the prior written approval of the Conservancy.

H. PROTESTS

The Conservancy encourages Consultants to resolve issues regarding requirements or the procurement process through written correspondence and discussions. The Conservancy is committed to fostering relationships with its Consultants to encourage an ongoing pursuit to fulfill requirements.

1) Protest Procedures:

All protests shall be typed under the protester’s letterhead and submitted in accordance with the provisions stated herein. Protests may be submitted by mail or by electronic mail. Protests submitted by facsimile will not be accepted. All protests must be addressed and submitted to the RFP Coordinator of this solicitation. All protests shall include at a minimum the following information:

- a. The name, address, and telephone number of the Protester;
- b. The signature of the Protester or Protester’s representative;
- c. The solicitation title and due date;
- d. Identification of the statute or procedure that is alleged to have been violated;
- e. A detailed statement identifying the legal and/or factual grounds of the protest and all documentation supporting the vendor’s position;
- f. The form of relief requested.
- g. Protester’s failure to comply with these procedures shall constitute a waiver of any right to further the RFP Protest and shall constitute a failure to exhaust administrative remedies.
- h. If it is determined the protest is frivolous, the party originating the protest may be determined to be irresponsible and may be ineligible for future contracts.

2) Protest of RFP Specifications/Requirements/Terms & Conditions:

Consultants who are concerned regarding irregularities or lack of clarity in specifications, requirements, terms and/or conditions of a solicitation should be brought to the attention of the Conservancy. Notice shall be provided prior to the closing date and time of the designated



“question and answer period” of the proposal noted above in the Section II. Schedule of Events Chart, item#3 Deadline for Written Comments Posted on the Conservancy’s website. Notice must be clearly marked “**Notice of Protest of Specifications/Requirements/Terms & Conditions**”. No requests for protests of solicitation specifications, requirements, terms and/or conditions shall be considered after the deadline stated above.

Consultants who fail to do so forfeit all rights to protest a solicitation or any subsequent award based on the specifications, requirements, terms or conditions of this solicitation. In the event of the protest for specifications, requirements, terms and/or conditions is denied and the protester wishes to continue in the solicitation process they must still submit a bid/proposal prior to the close of the solicitation.

3) Protest of Disqualification:

Initial evaluations will determine if proposals have met the minimal requirements as indicated in this RFP. Notices will be sent to all Respondents who have been disqualified for not meeting the minimal requirements. Should a Respondent disagree with the determination, notice of disagreement must be received within five (5) working days of date of notice identifying areas that are in question and how the Respondent met the minimal requirements. Notice must be clearly marked “**Notice of Disagreement**”. Respondents who fail to do so forfeit all rights in the protest process. It is at the Conservancy’s discretion to make final determinations for all disqualified protests.

4) Protest of Award of Contract:

In protests related to the award of a contract, the protest must be received by e-mail or hard copy no later than 4:00 PM Pacific Time five (5) business days after the notice of the proposed contract. Notice must be clearly marked “**Notice of Protest of Award of Contract**”. A review may be granted if the protest is received within the specified time and the firm/person submitting the protest is a Bidder/Offeror.

Throughout the review process, the Conservancy has no obligation to delay or otherwise postpone an award of a contract based on a protest.

SECTION V. INSTRUCTIONS FOR COMPLETION OF PROPOSAL

A. SUBMITTING PROPOSALS

It is the sole responsibility of the proposer to ensure their proposal is submitted via email to info@yolohabitatconservancy.org before the closing date and time. Include “**SURVEYING SERVICES RFP RESPONSE**” in the subject line of the email. If you have any questions regarding the submittal of this proposal, please contact Chris Alford at (530) 848-6211. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

B. REQUIRED PROPOSAL SUBMITTALS

The following exhibits shall constitute the “proposal” in response to this RFP and shall be submitted to info@yolohabitatconservancy.org as attachments to an email as either Word or pdf files. Failure to include all three exhibits may be cause for rejection of your proposal.



- 1) **Exhibit A** **Surveying Services RFP Response Document**
[Attachment A of this RFP identifies the required content for this document]
- 2) **Exhibit B** **Resume or CV of Surveyor(s)**
- 3) **Exhibit C** **Consultant’s Rate/Fee Sheet**



EXHIBIT A

Surveying Services RFP Response Form

***Respondents can either use this Word document or prepare their own document that includes the information requested in the order in which it appears on this document. Response document shall not exceed 10 pages.**

Name of Surveying Firm:

Primary Contact Name and Title:

Phone:

Email:

Mailing Address:

1. Organizational summary and qualifications. A description of the firm, including the names, qualifications, and experience of the proposed project team, longevity, client base, areas of specialization and expertise and any other pertinent information in such a manner that proposal evaluators may reasonably formulate an opinion about the stability of the organization. Identify specific individuals that have a valid license as a California Land Surveyor. Provide resumes or CVs as Exhibit B.

2. Experience. Check all that apply:

- Experience preparing legal descriptions for new easements
- Experience conducting legal description review and analysis
- Experience conducting title report review and analysis
- Experience with construction and boundary staking
- Experience preparing lot line adjustment documents
- Experience conducting ALTA/ACSM Land Title Surveys
- Experience preparing Record of Survey maps
- Experience preparing topographic maps

3. References. Provide at least three references for whom the firm has provided similar services of similar scope or for which the reference has direct experience reviewing the work of the firm. Include the organization name, contact person's name, email address, telephone number, and a brief description of the services performed for the reference or reviewed by the reference.

Reference 1:

Organization:

Contact person's name and title:

Email:

Phone:

Reason for listing as a reference:

Reference 2:

Organization:

Contact person's name and title:

Email:

Phone:

Reason for listing as a reference:

Reference 3:

Organization:

Contact person's name and title:

Email:

Phone:

Reason for listing as a reference:

- 4. Task Proposals.** Check the box next to each task for which you are proposing to provide services for. Provide hourly rates and all other information about service fees or other billable costs as Exhibit C. These rates will be included as an Exhibit to the Master Services Agreement, if awarded. Include a cost and estimated completion date or timeframe for Task 1 if you have checked that task. Assume that the Master Services Agreement and Task Orders are executed on or before December 16, 2024 when proposing the completion date or timeframe.

- Task 1: Survey and Legal Descriptions for the Lucky Land Site

Proposed Cost:

Proposed Completion Date / Timeframe:

- Task 2: On-Call Surveying Services (Include rate sheet/fee schedule as Exhibit C)

5. Master Services Agreement and Insurance Requirements.

- By checking this box, the submitter confirms that the Conservancy's insurance requirements and Sample Master Services Agreement (Attachments B and C of the

Qualified Appraisers RFP) have been reviewed by the appropriate personnel.

List of any requested exceptions or changes to the insurance requirements. State "Not Applicable" if there are none:

List of any requested exceptions or changes to the Master Services Agreement. State "Not Applicable" if there are none:

6. **Potential Conflict of Interest.** Identify any potential organizational or professional conflicts of interest, including all relevant facts concerning any past, present or currently planned interests, which may present a conflict of interest. State "Not Applicable" if there are none.
7. **Authorized Signature.** Name, title, and signature of representative authorized to sign contracts on behalf of the firm or individual contractor:

Name:

Title:

Signature: _____

8. **ADDITIONAL EXHIBITS TO INCLUDE AS PART OF THE RFP RESPONSE PACKAGE:**

(These Exhibits do not count towards the 10 page limit)

- Exhibit B: Resume or CV of Qualified Surveyor(s)**
- Exhibit C: Rate Sheet / Fee Schedule**

SURVEYING SERVICES RFP - ATTACHMENT B

STANDARD INSURANCE REQUIREMENTS

A. During the term of this Agreement, Consultant shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages. Insurance coverage shall be with limits not less than the following:

- a. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate.
- b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles).
- c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate.
- d. **Workers' Compensation – Statutory Limits/Employers' Liability** - \$1,000,000/accident for bodily injury or disease.

The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Conservancy before the Conservancy's own insurance or self insurance shall be called upon to protect it as a named insured.

2. The Conservancy, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. (Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.) 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. Further, 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. The additional insured coverage under the Consultant's policy shall be primary and non-contributory, and will not seek contribution from the Conservancy's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the Conservancy Risk Manager specifically consents in writing to a "claims made" basis. For all

APPRAISAL RFP - ATTACHMENT B

“claims made” coverage, in the event that the Consultant changes insurance carriers Consultant shall purchase “tail” coverage covering the term of this Agreement and not less than three years thereafter. Proof of such “tail” coverage shall be required at any time that the Consultant changes to a new carrier prior to receipt of any payments due.

4. The Consultant shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the Conservancy’s Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the Conservancy’s Risk Manager, and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the Conservancy.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise approved by the Conservancy Risk Manager.

8. The policies shall cover all activities of Consultant, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. The Consultant shall waive all rights of subrogation against the Conservancy, its officers, employees, agents and volunteers.

B. Prior to commencing services pursuant to this Agreement, Consultant shall furnish the Conservancy with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the Conservancy Risk Manager before work commences. Upon the Conservancy’s request, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Consultant shall furnish the

APPRAISAL RFP - ATTACHMENT B

Conservancy with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon the Conservancy's request, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

SURVEYING SERVICES RFP - ATTACHMENT C

AGREEMENT NO. _____

THIS AGREEMENT is made this __ this day of _____ 202_, by and between the Yolo Habitat Conservancy (referred to hereinafter as the “Conservancy”), and _____ (“Consultant”), who agree as follows:

AGREEMENT

1. Consultant shall provide on-call surveying services. Specific services to be performed will be identified by written task orders provided to the Consultant by the Conservancy on an as-needed basis. Task orders may include any of the services described in **Attachment A** hereto.
2. Consultant shall perform said services between _____, 202_ and _____, 202_. Either party may terminate this Agreement for any reason by providing thirty (30) days advance written notice of termination to the other party. In addition, the Conservancy may suspend work under this Agreement at any time by providing written notice to Consultant, who shall cease all work immediately upon receipt thereof until otherwise directed by the Conservancy.
3. Total compensation to Consultant shall not exceed \$ __,000. Hourly rates shall not increase during the term of this Agreement.
4. During the term of this Agreement, Consultant shall maintain the insurance described in **Attachment B** hereto at its sole cost and expense.
5. Consultant shall be paid on a per assignment basis in accordance with its then-current rates, including any discounts provided to similar government agencies. Consultant may request a deposit upon acceptance of a task order of no more than 50% of the rate for the requested service(s). The remaining balance owed by Conservancy shall be provided at the completion of services under a task order. All payments shall be handled in the manner and timeframe described below. To the extent the Conservancy determines that the deposit and final payment approach described in this paragraph conflicts with the requirements of a grant that is available to reimburse the services provided by Consultant, the requirements of the grant shall control if Consultant accepts a task order for such work.

If requested by the Conservancy, Consultant shall provide any further documentation to verify the compensation and reimbursement sought by Consultant. All services provided by Consultant which may be eligible for grant reimbursement shall be invoiced in a manner (generally, by grant and task) that meets applicable requirements for reimbursement from available grant funds. At the option of the Conservancy, this may include using a billing template for time entries.

Within fifteen (15) calendar days of the receipt of Consultant’s detailed invoice, the Conservancy shall either authorize payment for the initial deposit or for services performed to its reasonable satisfaction, or advise Consultant in writing of any concerns that the Conservancy has with the invoice and any need for further documentation. The Conservancy shall use reasonable efforts to ensure that the County Auditor-Controller processes payment of each invoice with forty-five (45) calendar days after the Conservancy approves payment.

There shall be no penalty for late payments.

6. With the exception that this section shall in no event be construed to require indemnification by Consultant to a greater extent than permitted under the public policy of the State of California, Consultant shall indemnify, defend and hold harmless the County of Yolo, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the Consultant or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of

whether or not it is caused in part by a party indemnified hereunder. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. In providing any defense under this section, Consultant shall use counsel reasonably acceptable to the County Counsel.

7. Consultant shall comply with all applicable laws and regulations, including but not limited to any that are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. Consultant shall defend the Conservancy and reimburse it for any fines, damages or costs (including attorneys' fees) that might be incurred or assessed based upon a claim or determination that Consultant has violated any applicable law or regulation.

8. This Agreement is subject to the Conservancy, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the Conservancy's adopted budget and/or its receipts from California and the United States do not contain sufficient funds for this Agreement, the Conservancy may terminate this Agreement by giving ten (10) days advance written notice thereof to the Consultant, in which even the Conservancy shall have no obligation to pay the Consultant any further funds or provide other consideration and the Consultant shall have no obligation to provide any further services under this Agreement.

9. If Consultant fails to perform any part of this Agreement, the Conservancy may notify the Consultant of the default and Consultant shall remedy the default. If Consultant fails to do so, then, in addition to any other remedy that Conservancy may have, Conservancy may terminate this Agreement and withhold any or all payments otherwise owed to Consultant pursuant to this Agreement.

10. Consultant understands that he/she is not an employee of the Conservancy and is not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave.

11. All documents and information developed under this Agreement and all work products, reports, and related data and materials shall become the property of the Conservancy. Consultant shall deliver all of the foregoing to the Conservancy upon completion of the services hereunder, or upon earlier termination of this Agreement. In addition, Consultant shall retain all of its own records regarding this Agreement and the services provided hereunder for a period of not less than four (4) years, and shall make them available to the Conservancy for audit and discovery purposes.

12. This Agreement constitutes the entire agreement of the parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. This Agreement may only be amended in writing signed by both parties, and any other purported amendment shall be of no force or effect. This Agreement, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act. In the event of any conflict between the provisions of this Agreement and either of the attachments hereto, the provision requiring the higher level of performance from Consultant shall govern.

13. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State Court located in Woodland, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by affixing their signatures hereafter.

Consultant

Conservancy

Consultant's Signature

_____, Board Chair

[insert printed name]
[insert name of company]
[insert address]
[insert phone number]

By: _____
Philip J. Pogledich, County Counsel
Counsel to the Yolo Habitat Conservancy

ATTACHMENT A

SCOPE OF SERVICES

Contract Services

_____ (“Consultant”) shall provide _____ services to Yolo Habitat Conservancy (“Conservancy”) staff and representatives on an as-needed basis. Specific services to be performed will be identified by written task orders provided to the Consultant by the Conservancy. Task orders may include the following services:

1. [insert description]
2. [insert description]
3. [insert description]

Task Orders and Rates

The Consultant shall only invoice for specific tasks associated with this Agreement that are specified in an executed Task Order. When services are needed by the Conservancy, the Consultant will be asked to provide a cost and estimated timeframe for specific services at specific location(s). Each request for services sent to the Consultant by the Conservancy will specify the work to be done and any applicable standards or grant funding requirements. The Consultant shall provide a response to a request for services that includes:

- Detailed description of work to be performed
- Not to exceed total cost to accomplish the specified work
- Timeframe for starting specified work and duration of work from start to completion

The Conservancy will send the Consultant requests for services on an as-needed basis. The Conservancy reserves the right to select from the qualified list of Consultants that is responsive to the request based on a variety of factors such as expertise in a specific type of task and ability to provide requested deliverables within a needed timeframe. If the Consultant is selected for a specific project, the Conservancy will issue a Task Order that provides a description of the project, the cost for the specified work, and timeframe for the project.

Under most circumstances the Consultant will be providing services for a specific site on a flat-fee basis that is determined prior to the execution of a Task Order. In circumstances where the Task Order relates to providing advisory or other intermittent advisory services, the Consultant will charge based on the rates identified in Attachment C. Each Task Order will specify if it is to be paid on a flat-fee or hourly rate basis.

ATTACHMENT B

STANDARD INSURANCE REQUIREMENTS

A. During the term of this Agreement, Consultant shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages. Insurance coverage shall be with limits not less than the following:
 - a. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate.
 - b. **Automobile Liability** – \$500,000/occurrence (general) and \$100,000 /occurrence (property) (include coverage for Hired and Non-owned vehicles).

The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Yolo Habitat Conservancy before the Yolo Habitat Conservancy's own insurance or self insurance shall be called upon to protect it as a named insured.

2. The Yolo Habitat Conservancy, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. (Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.) 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. Further, 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. The additional insured coverage under the Consultant's policy shall be primary and non-contributory, and will not seek contribution from the Yolo Habitat Conservancy's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the Yolo Habitat Conservancy Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Consultant changes insurance carriers Consultant shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Consultant changes to a new carrier prior to receipt of any payments due.

4. The Consultant shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the Yolo Habitat Conservancy's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the Yolo Habitat Conservancy Risk Manager, and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the Yolo Habitat Conservancy.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the Yolo Habitat Conservancy Risk Manager.

8. The policies shall cover all activities of Consultant, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. The Consultant shall waive all rights of subrogation against the Yolo Habitat Conservancy, its officers, employees, agents and volunteers.

B. Prior to commencing services pursuant to this Agreement, Consultant shall furnish the Yolo Habitat Conservancy with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the Yolo Habitat Conservancy Risk Manager before work commences. Upon Yolo Habitat Conservancy's request, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Consultant shall furnish the Yolo Habitat Conservancy with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon Yolo Habitat Conservancy's request, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

ATTACHMENT C

FEE SCHEDULE

[insert fee schedule]

SAMPLE TEMPLATE
Task Order
for Agreement with _____ Relating to _____ Services

This Task Order is issued pursuant to the terms and conditions of that certain Agreement for on-call _____ services established December 16, 2024 by and between the Yolo Habitat Conservancy (“Conservancy”) and _____ (“Consultant”).

Project Title: _____

Project Description

[Insert description of task]

Scope of Work

[Insert scope of work]

Project Deliverables

[Describe or list project deliverables]

Schedule

[Identify task completion date. Include anticipated timing of interim steps if appropriate.]

Compensation

[Describe compensation]

Invoicing

Invoices shall be submitted as described in Section 5 of the Agreement. Funding for the project is provided by _____. The Contractor shall clearly identify all expenses for work associated with this Task Order in invoices submitted to the Conservancy by classifying the Task Order ___ and referencing _____.

Signatures

By the signatures below, the parties hereto agree that all terms and conditions of the Task Order Shall be in full force and effect.

CONTRACTOR

CONSERVANCY

By: _____

By: _____

Name, Title

Name, Title

Date

Date

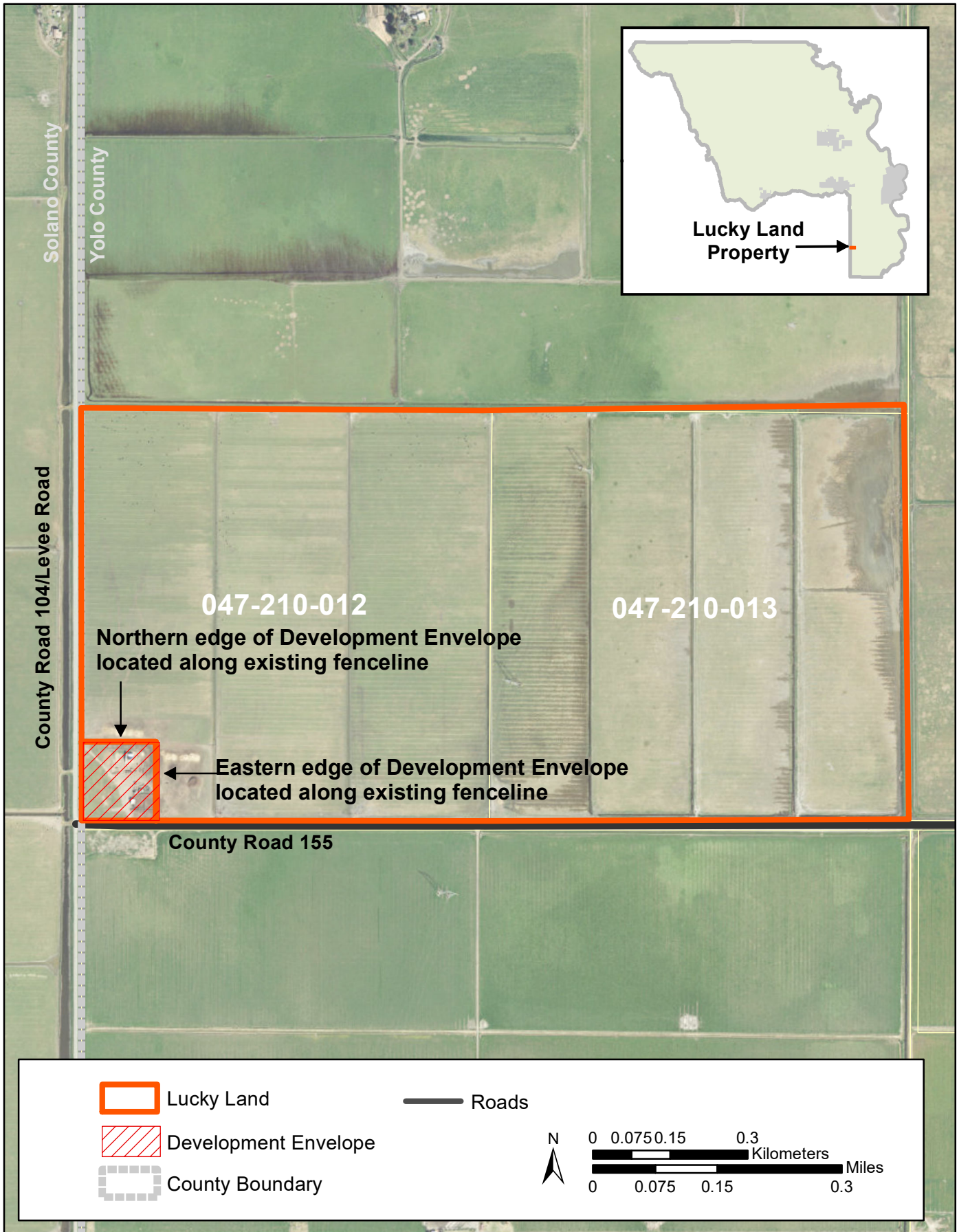


Figure 1: Lucky Land Property (APN 047-210-012, and -013)