REQUEST FOR PROPOSALS

For

CONSTRUCTION QUALITY ASSURANCE SERVICES FOR MODULE 2B
AT THE FOOTHILL SANITARY LANDFILL

For

SOLID WASTE DIVISION
STOCKTON, CALIFORNIA

NOVEMBER 6, 2017

San Joaquin County Department of Public Works
1810 East Hazelton Avenue
Stockton, California 95205
(209) 953-7452 / Fax (209) 468-2999

Solicitation #SJCDPW-RFP-17-05
1.0 INTRODUCTION

The San Joaquin County Department of Public Works (SJCDPW) requests technical proposals from qualified consulting firms to undertake, perform, and complete tasks set forth in the Request for Proposals (SJCDPW-RFP-17-05). In general, the work consists of providing Construction Quality Assurance (CQA) Services and compiling a Final CQA report for the construction of Module 2B at the Foothill Sanitary Landfill (PROJECT).

The intent of the PROJECT is to inspect and document the construction of PROJECT in accordance with the PROJECT’S CQA plan, plans and specifications as required by California Code of Regulations Title 27 Section 20323. The PROJECT’S construction is expected to be for 100 working days. Working days are from Monday to Friday from 7:00 am to 5:00 pm excluding any government holidays.

The Selected CONSULTANT will provide a CQA Certification Report after the completion of the PROJECT for approval from the Regional Water Quality Control Board and CalRecycle. SJCDPW will enter into a consultant services agreement with the Selected CONSULTANT as set forth in this Request for Proposals (RFP).

Estimated CONSULTANT Start Date: March 2018
Estimated CONSULTANT Services Duration: January 30, 2019

PROJECT location: The PROJECT area is at Foothill Sanitary Landfill, 6484 N Waverly Rd, Linden, CA 95236 (See Vicinity Map).

The Selected CONSULTANT shall be required to provide all labor, equipment, tools, and facilities necessary for the completion of the requested professional services for the PROJECT.

2.0 SCOPE OF WORK

SJCDPW’S Preliminary Scope of Work is shown as Exhibit A.

3.0 SERVICES PROVIDED BY SJCDPW AND RESTRICTIONS

SJCDPW will supply:
1. Construction Plans and Specifications for Module 2B
2. CQA Plan for Module 2B
3. Previous Area 2A’s CQA Report for reference
4. Access to all permitting and construction documents

SJCDPW will allow access to all information, data, and maps as currently exist in files necessary for carrying out the requested services to the Selected CONSULTANT and SJCDPW will fully cooperate with
the Selected CONSULTANT to execute the work. SJCDPW'S responsibility to provide information is limited to data of record in SJCDPW files and in the format as recorded. The Selected CONSULTANT shall check and investigate existing information and conditions and notify SJCDPW of any deficiencies.

4.0 TECHNICAL PROPOSAL FORMAT, CONTENT AND ORGANIZATION REQUIREMENTS

The Technical Proposal shall not exceed fifty (50) pages. Each page of the Technical Proposal shall have a footer and be numbered. The 50-page limit applies to all content with the following exceptions:

1. An optional table of contents (not to exceed one page)
2. Any folder, cover or section dividers
3. The required Debarment and Suspension Certification.

The required content for Technical Proposals includes PROJECT Team Capabilities, Executive Summary, Statement of Qualifications, Approach and Work Plan, and Schedule as described below. The proposal shall be organized in the following sections. Sections shall be clearly identified.

4.1 EXECUTIVE SUMMARY – SECTION 1

A. Signing of Proposal and Authorization to Negotiate: The technical proposal, submitted in response to this RFP, shall include a cover letter signed by an official of the CONSULTANT with the authority to negotiate and commit to terms regarding the RFP. The responding CONSULTANT'S authorized representative shall sign the proposal. The responding CONSULTANT shall provide a brief statement that the CONSULTANT and any subconsultants shall be able to comply with the indemnification requirements as outlined in Section 10. “INDEMNIFICATION REQUIREMENTS.” The responding CONSULTANT shall also provide a brief statement that the CONSULTANT shall be able to obtain the required minimum insurance as outlined in Section 11. “INSURANCE REQUIREMENTS” prior to the execution of a Consultant Services Agreement. The CONSULTANT shall provide a brief statement that the proposal terms shall remain in effect for one hundred twenty (120) days following the closing date for the receipt of the technical proposal submittals.

B. Affirmative Action Plan: The CONSULTANT shall attest to the CONSULTANT’S affirmative action plan or other policies aimed at eliminating unlawful discrimination and a description of the CONSULTANT’S adoption and compliance with its plan or policy.

C. Conflict of Interest: The CONSULTANT shall disclose any financial, business or other relationships with the County and other entities that may have an impact on the outcome of the PROJECT. A potential conflict of interest may include, but is not limited to, contracts for work related to PROJECTs in the PROJECT area, contracts with County departments, City of Linden, and/or local land developers. The CONSULTANT should also list current clients who may have a financial interest in the outcome of the PROJECT.

Should the CONSULTANT establish or become aware of any financial interest during the course of the PROJECT, the CONSULTANT must inform SJCDPW in writing within ten (10) days. A potential conflict of interest does not automatically disqualify a CONSULTANT from consideration but it will factor into a final award decision.

The CONSULTANT selected for this work will not be allowed to bid as contractor on the construction of Module 2B.

D. Debarment and Suspension Certification: In accordance with the Code of Federal Regulations, Title 49, Part 29, Debarment and Suspension Certification, the CONSULTANT shall certify that
there are currently no suspensions, debarments, voluntary exclusions, or ineligibility determinations by any federal agency. The Debarment and Suspension Certification, Attachment “A”, shall be submitted as part of the proposal; however, it is excluded from the RFP’s maximum allowable length.

E. Emphasize technical approach, work plan and capabilities of the CONSULTANT, subconsultants, and professional personnel.

F. Optional, Additive Scope of Work: The CONSULTANT shall provide a brief statement acknowledging SJCDPW’S option to request optional, additive work. The statement shall further recognize that the CONSULTANT and SJCDPW will execute a Task Order specifying the additional services requested and the negotiated amount of additional compensation. The CONSULTANT may include additional work that, in the CONSULTANT’S opinion, would benefit SJCDPW. The cost for this additional work will be separately identified in the Cost Proposal.

4.2 STATEMENT OF QUALIFICATIONS - SECTION 2

The Statement of Qualifications (SOQ) portion of the proposal requires the following information for the CONSULTANT and all subconsultants:

Provide a summary of the CONSULTANT’S overall capabilities, history, recent and related experience, and expertise. The Proposal should identify the relationships among all proposed key personnel and support staff for the requested SERVICES. Provide information on the CONSULTANT’S most relevant and applicable experience. Provide information on the CONSULTANT’S current workload, facilities, resources, and experience that clearly demonstrate the ability to complete the required SERVICES successfully within the time constraints stated.

4.3 QUALIFICATIONS OF ASSIGNED STAFF - SECTION 3

Provide brief resumes of the CONSULTANT’S PROJECT Manager, CQA Manager and CQA Monitors proposed for the requested services and description of their duties. The CONSULTANT’S CQA Manager and PROJECT Manager must be a Licensed Professional Civil Engineer or Engineering Geologist in the State of California with a minimum of 5 years CQA experience in landfill expansion. CONSULTANT’S CQA monitors shall have minimum of 5 years CQA work experience in landfill expansion. The CONSULTANT must emphasize the experience and abilities relevant to the specific engineering services described in this RFP.

Also, provide resumes of the subconsultant’s key personnel, if any, and the approximate percentage of time to be assigned. Include a statement in the SOQ committing assigned key personnel to a specific level of participation in providing the services described.

4.4 APPROACH AND WORK PLAN – SECTION 4

A. The technical proposal shall include a brief work plan, which delineates the approach to the requested services. The work plan should demonstrate the CONSULTANT’S understanding of the requested services, refine and/or expand SJCDPW’S Work Scope to reflect the CONSULTANT’S approach and address the CONSULTANT’S capability to deliver the Preliminary Scope of Work within the proposed schedule. The work plan should include the following:
1. Identify the PROJECT Manager, CQA Manager, and CQA Monitors. Detail the specific responsibilities for each. Identify the Person-In-Charge when the PROJECT Manager and CQA manager are not available.

2. List subconsultants that will be providing services to the CONSULTANT for the completion of the Preliminary Scope of Work and describe the roles they will perform. Include the names, addresses, and current telephone numbers of the CONSULTANT and the name of the key representative assigned. Provide a description and an organizational chart of the proposed team structure.

3. Identify who will be performing quality control for all the reports

4. Provide a breakdown and percentage of time that will be devoted by the CONSULTANT in performing this function related to work effort and products.

4.5 REFERENCE PROJECTS - SECTION 5

Provide TWO similar reference PROJECTs that proposed key personnel have completed within the last 10 years. Consultants that have no similar PROJECT’S performance history with SJCDPW are encouraged to submit a proposal. The reference PROJECT information shall include:

- Client name, contact person, and current telephone number (Note: If the contact person or telephone numbers are incorrect, then the CONSULTANT will receive zero points for that reference);
- PROJECT description and location (include lined area size in acres);
- Completion date
- Description of services provided;
- Key personnel involved;
- Subconsultants employed.

The reference PROJECT(s) should demonstrate experience in providing CQA services described in this RFP. Specify the date the reference PROJECT was completed or is expected to be completed.

Indicate the location of the prime CONSULTANT’S office during the reference PROJECT. If the work was shared by other CONSULTANTS or different offices, identify the locations and the work performed by each CONSULTANT or office.

4.6 SCHEDULE AND TASK EFFORT WORKSHEET – SECTION 6

The CONSULTANT shall submit a comprehensive Task Effort Worksheets (Exhibit B) and schedule to reflect the person-hours required for completing tasks of the CONSULTANT’S Work Plan. The Task Effort Worksheets shall include person-hours broken by task, specific position classification, and shall give the total number of person-hours required, include subconsultants, if any.

5.0 TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS

5.1 SJCDPW reserves the right to reject any and all proposals, or to negotiate separately with any source whatsoever, in any manner necessary to serve the best interests of SJCDPW. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the qualifications or the proposals were deficient.
5.2 Costs for developing proposals are entirely the responsibility of the CONSULTANT and shall not be chargeable in any way to SJCDPW. All materials submitted become the property of SJCDPW and may be returned only at SJCDPW’S option.

5.3 **Five (5) copies, one (1) unbound original** and One (1) Portable Document Format (PDF) on a USB flash drive of the proposal, signed by an authorized representative, shall be delivered on or before **4:00 pm on December 8, 2017**, to:

   Nhan Tran  
   San Joaquin County Department of Public Works  
   1810 East Hazelton Avenue  
   Stockton, California 95205

The following information must be placed in the lower left corner of the sealed envelope/package containing the proposal:

   Technical Proposal  
   Construction Quality Assurance Services for Module 2B at the Foothill Sanitary Landfill PROJECT  
   (Name of Submitting CONSULTANT)  
   OPEN BY SJCDPW CONSULTANTS SOLICITATION STAFF ONLY

Technical proposals received later than the above date and time will be rejected and returned to sender unopened. SJCDPW will not accept faxed proposals.

6.0 **PROPOSAL QUESTIONS**

6.1 General questions regarding the solicitation may be directed to Nhan Tran, Management Analyst II, at (209) 953-7452.

Technical questions that might require a clarification of the RFP should be directed to Nhan Tran at ntran@sjgov.org. Email is preferred, but questions can also be directed to the attention of Nhan Tran at fax number (209) 468-2999, or:

   San Joaquin County  
   Department of Public Works  
   1810 East Hazelton Avenue  
   Stockton, California 95205

6.2 SJCDPW will provide any new information about this RFP, which might affect the quality of submitted proposals, through an established question-and-answer process. The period of open discussion about the PROJECT began with a pre-release RFP announcement posted on the internet. The release of this RFP marked the next step of the process with technical questions now required to be submitted in writing, preferably by email as indicated above.

The schedule for submitting questions about this RFP and the projected release date of SJCDPW’S response are shown below in the Consultant Selection Schedule. SJCDPW will provide responses to questions and the release of an addendum only if SJCDPW considers such information might affect the quality of submitted proposals. Any new information about the RFP, including responses to questions and addenda, will be posted on the San Joaquin County Public Works website: [https://www.sjgov.org/department/pwk/rfps_and_rfqs](https://www.sjgov.org/department/pwk/rfps_and_rfqs)
To receive an emailed notice that additional information and/or an addendum has been released (Notice of Release of Addendum), it is necessary to register at the County Public Works website as a Prospective Consultant Proposer. The Notice will be issued as a Response to Written Questions only if any new information is released.

6.3 No written technical questions regarding this RFP will be considered after the designated date.

7.0 CONSULTANT SELECTION PROCESS

7.1 CONSULTANT Selection Schedule: SJCDPW will follow the CONSULTANT Selection Schedule listed below, but reserves the right to modify the schedule in any manner necessary to serve the best interests of SJCDPW:

- Request for Proposals Released: Monday, November 6, 2017
- Written Questions Submitted by: Thursday, November 30, 2017
- Release Response to Written Questions: Monday, December 1, 2017
- Technical Proposals Due by 4:00 pm: Friday, December 8, 2017 at 4:00 PM
- Notification/Scheduling Oral Interviews: Friday, December 22, 2017
- Technical Proposals Due by 4:00 pm: Friday, December 8, 2017 at 4:00 PM
- Consultant Notification, Selection Ranking: Friday, January 5, 2018
- Scoping Meeting with Highest Ranked CONSULTANT: Wednesday, January 10, 2018
- Conclude Agreement Negotiations: Thursday, January 18, 2018
- Board of Supervisors Execute Agreement: Tuesday, February 20, 2018
- Notice to Proceed: Wednesday, February 21, 2018
- Consultant Starts Work-First Full Week: Monday, February 26, 2018

7.2 Technical Proposal Evaluation: SJCDPW will review the technical proposals for its conciseness, completeness, clarity, and content. SJCDPW will review each proposal and determine if it meets the requirements contained in Section 4. “TECHNICAL PROPOSAL FORMAT, CONTENT AND ORGANIZATION REQUIREMENTS”. Failure to meet the requirements will be cause for rejection of the proposal. SJCDPW may reject any proposal if it is conditional, incomplete or contains irregularities. SJCDPW may waive an immaterial deviation in a proposal. A waiver of an immaterial deviation shall not modify the RFP documents, and it shall not exempt the CONSULTANT from any terms of an executed consultant services agreement, should one be awarded.

The Selection Committee will evaluates and ranks the Statement of Qualifications and the technical proposals. The evaluation of the written qualifications and proposals will be based on the criteria shown in Attachment “B.” The Selection Committee includes members of the public with relevant expertise and interest, including staff from SJCDPW’S Solid Waste Division.

CONSULTANT or their representatives are prohibited from lobbying selection committee members, elected officials, or other agencies or individuals that may have input into the selection process and award of the consultant services agreement. Any such lobbying will be grounds for disqualification.

7.3 Oral Presentation and Interview Selection Process: An oral presentation and interview will be conducted with at most three (3) CONSULTANTS that are ranked the highest based upon written qualifications and proposals. SJCDPW may choose to increase or decrease the number of
CONSULTANTS interviewed. Those CONSULTANTS invited to interviews will be notified of the dates and times of their interviews. SJCDPW anticipates that oral interviews will be arranged according to the schedule on Section 7.1, Consultant Selection Schedule. Consultants will also be notified of additional information, if any, to be submitted at the oral presentation and interview. Failure to appear at the oral presentation and interview will be considered nonresponsive and the CONSULTANT will be eliminated from further consideration. Oral presentations and interviews will be evaluated using the criteria shown in Attachment “B”.

7.4 Oral Interviews and Cost Proposals: Consultants selected to appear for an oral presentation and interview shall submit a cost proposal, in a sealed envelope, at the time of their presentation. The sealed cost proposal will be used as a starting point for consultant services agreement negotiations with the highest ranked consultant. The Selection Committee will select the highest ranked consultant is selected based on its qualifications, written proposal, oral presentation, and interview scores.

The method of compensation for the PROJECT will be actual cost plus a fixed fee. SJCDPW anticipates the risk for the PROJECT is minimum. The cost proposal will consist of a "not-to-exceed" price quotation along with current fee schedules, task hours, personnel wage rate sheets, and other costs. The CONSULTANT shall provide specific hourly, daily, or monthly rates for each class of employee or piece of equipment. Such specific rates of compensation are to include an hourly breakdown, direct salary costs, salary additives, indirect costs, and fee (profit). Other direct costs may be set forth as independent cost items with supporting cost documentation. Please note, SJCDPW policy and standard business practice do not allow “cost plus” agreements. The CONSULTANT’S actual cost plus fee (profit) estimate quotation will be based upon specific rates of compensation and shall include supporting statements and schedules sufficient to allow determination of the itemized hours per task, cost per task, and levels of effort allotted to each task by the CONSULTANT as well as subconsultants. The cost proposal shall include a separate itemization for each major task and milestone and a summary cost proposal of all costs.

The cost proposal shall follow the format provided in EXHIBIT “C”. Detailed cost proposals shall also be required for all proposed subconsultants in the required format. SJCDPW does not take any responsibility for mathematical correctness of EXHIBIT “C” and it is the CONSULTANT’S responsibility to assure the mathematical correctness of their submittal.

7.5 Selection: SJCDPW will tabulate qualifications, written proposal, oral presentation, and interview final scores to be used as the basis for selection, and CONSULTANTS will be ranked for consultant services agreement negotiations. SJCDPW will open the sealed cost proposal of the highest ranked consultant after the CONSULTANTS have been ranked for consultant services agreement negotiation.

The sealed cost proposal will be used as a starting point for agreement negotiations with the highest ranked CONSULTANT selected on the basis of its qualifications and proposal. SJCDPW will then negotiate a consultant services agreement with the top ranked CONSULTANT. If SJCDPW cannot reach an agreement with the highest ranked CONSULTANT after a reasonable time, as determined by SJCDPW, then SJCDPW will terminate negotiations with the number one ranked CONSULTANT and SJCDPW will negotiate the second ranking CONSULTANT. The compensation discussed with one prospective CONSULTANT will not be disclosed or discussed with another CONSULTANT. Cost proposals from CONSULTANTS not selected for consultant services agreement negotiations will be returned in their original sealed envelopes.
The selected CONSULTANT will be the highest-ranking CONSULTANT that has successfully negotiated the terms for award of the consultant services agreement. The selected CONSULTANT will be requested to enter into a consultant services agreement with San Joaquin County. SJCDPW's consultant services boilerplate agreement is shown as EXHIBIT "D". The prospective CONSULTANT is advised that SJCDPW's consultant services boilerplate agreement reflects the COUNTY and SJCDPW'S standard business practices, which are set and not normally subject to substantive change. The prospective CONSULTANT is also advised that the agreement will not be in force until it is approved and fully executed by the San Joaquin County Board of Supervisors. The CONSULTANT will be required to satisfy all insurance certification requirements before SJCDPW issues a Notice to Proceed.

7.6 Pre-Award Audit: Concurrent with consultant services agreement negotiations, a pre-award audit evaluation may be required, examining the CONSULTANT'S accounting, estimating, administrative systems, proposed costs, financial condition, and proposed contract language. An audit would be designed to meet the objectives and scope of the Caltrans “Standard Audit Program Procedures.”

The CONSULTANT’S cost proposal for the prime and all proposed Subcontractors must contain a breakdown of all components of cost to include: labor base, rate, other direct costs, overhead, and fee. If a pre-award audit is required, SJCDPW would expect the CONSULTANT to cooperate with the auditors, and the agreement will be awarded only after the “Audit Disposition” has been completed and any issues have been resolved.

8.0 PROJECT REQUIREMENTS AND STANDARDS

All PROJECT work must meet the following requirements and standards:

8.1 The selected CONSULTANT will work closely with SJCDPW and other affected agencies involved in the PROJECT. SJCDPW's Solid Waste Division will manage and administer the CONSULTANT'S work effort. SJCDPW will exercise review and approval functions through SJCDPW's Engineer, or designated representative, during the PROJECT. The selected CONSULTANT will present all memoranda, reports, plans, drawings, and other documentation and deliverables in the general form agreed to by SJCDPW. All work products will be the property of SJCDPW.

8.2 The selected CONSULTANT will be solely responsible for the accuracy and completeness of all data contained in memorandum, working papers, CQA report, plans and drawings. SJCDPW's Engineer will exercise review and approval functions at key points and milestones during the PROJECT and conduct PROJECT status reports and meetings with the Selected CONSULTANT.

8.3 The Selected CONSULTANT will implement and maintain quality control procedures during the preparation of memoranda, working papers, reports, plans and drawings for the PROJECT. The quality control procedures will be in effect during the entire time the work is being performed for the PROJECT. The quality control procedures will establish a process whereby any calculations are independently checked, plans are checked and corrected, and all PROJECT-related memoranda, working papers, and reports are routed and received by the affected persons and then bound in appropriate files. All work products submitted to SJCDPW’s Engineer for review are required to be marked clearly as fully checked and that the preparation of the material followed the established quality control procedures.

8.4 The CONSULTANT shall complete the Scope of Work within the term specified in the Schedule, from the time the CONSULTANT is issued the Notice to Proceed by SJCDPW. The CONSULTANT
shall indicate in the proposal whether the completion of the PROJECT can be realistically completed in more or less time.

8.5 The selected CONSULTANT will use Microsoft PROJECT Schedule software, or compatible software approved by SJCDPW, in preparing the PROJECT schedule showing work tasks, phases, durations, milestones, assignments, critical path, and other relevant data. The selected CONSULTANT shall update the schedule throughout the PROJECT with each progress billing and supply to SJCDPW’s Engineer. The PROJECT schedule will be immediately revised by the selected CONSULTANT should it become apparent that a task or milestone has not been or will not be achieved. SJCDPW shall expect the selected CONSULTANT to take active measures to place the PROJECT back on schedule if a delay is expected or occurs.

8.6 The selected CONSULTANT will prepare and submit to SJCDPW's Engineer for review a monthly status report including a PROJECT schedule critical path review and update, budget status, budget drawdown schedule, tasks completed, tasks percent completed, outstanding correspondence, and unresolved issues.

8.7 If the selected CONSULTANT fails to provide the services as developed and set forth in a consultant services agreement, then SJCDPW will have the right to withhold payment and terminate the agreement at any time prior to completion upon receipt of written notice.

9.0 PROJECT SCHEDULE / PROGRESS PAYMENTS

9.1 The timely completion of the various tasks outlined in this RFP is essential to assure the successful advancement of the PROJECT and assure local program delivery and PROJECT development. At the beginning of the work effort for the requested SERVICES, the Selected CONSULTANT shall prepare a progress schedule showing clearly the various work tasks and the estimated time required for completion of each task (See Exhibit A). The schedule shall also show how the various tasks and activities relate to each other in terms of interdependence to allow determining a critical path. The progress schedule shall also indicate major milestones, review stages, and other items critical to complete the PROJECT.

The CONSULTANT shall update the progress schedule throughout the course of the PROJECT and shall show both the original schedule and the current actual schedule achieved so that relative progress may be compared to the original baseline schedule. The selected CONSULTANT shall review the progress schedule to identify any potential scheduling problems and shall take steps to maintain the schedule if a delay is anticipated or occurs.

9.2 The selected CONSULTANT shall submit payment requests monthly. A retention clause is included in the SJCDPW’s consultant services boilerplate agreement and the usual retained amount is five percent (5%). The selected CONSULTANT shall submit monthly payment requests, which shall include a detailed invoice of the costs incurred and an updated progress schedule. The progress payment invoice and updated progress schedule shall contain sufficient detail to define the amount of work being billed for, and to allow an evaluation of the percentage of work accomplished with respect to the extent of budget expenditures made to date.

10.0 INDEMNIFICATION REQUIREMENTS

The selected CONSULTANT shall be required to be able to comply with SJCDPW’s hold harmless and indemnification requirements referenced below as part of the SJCDPW’s standard consultant services agreement.
A. The CONSULTANT shall, at its expense, defend, indemnify and hold harmless the County of San Joaquin and its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees including without limitation reasonable attorneys’ fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the negligence, or willful misconduct of Consultant, its employees, officers, agents or subconsultants.

B. The duty of CONSULTANT to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at CONSULTANT’s own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code and as limited in section 2782.8 of the California Civil Code. This duty to defend arises when such claim is made and shall be independent of any finding of negligence. CONSULTANT shall provide legal counsel reasonably acceptable to the COUNTY.

11.0 INSURANCE REQUIREMENTS

11.1 The selected CONSULTANT shall be required to obtain the minimum insurance required under this section and no work will be allowed until such insurance certificates evidencing the required coverage shall be furnished to SJCDPW. Certificates of insurance must indicate that the coverage cannot be reduced or canceled until thirty days' written notice has been furnished to SJCDPW. SJCDPW's minimum insurance requirements will not be subject to negotiation.

A. The Selected CONSULTANT shall obtain and keep in full force and effect during the life of the consultant services agreement, at CONSULTANT’S own expense, General Liability Insurance on an occurrence-based policy, including contractual liability with a combined single limit in the minimum amount of Five Million Dollars ($5,000,000), and automobile liability insurance with a combined single limit in the minimum amount of Two Million Dollars ($2,000,000). Such insurance shall be primary, shall name County as additional insured, and shall expressly indicate that such insurance is related to the CONSULTANT’S activities under the agreement.

B. The selected CONSULTANT shall obtain, at CONSULTANT’S own expense, and provide evidence of Professional Liability Insurance on an occurrence-based policy with an aggregate limit in an amount no less than Two Million Dollars ($2,000,000).

C. Workers’ Compensation Insurance: The selected CONSULTANT shall take out and maintain, during the life of the agreement, workers' compensation insurance for all of the CONSULTANT’S employees employed for the PROJECT and, in case any work is sublet, the CONSULTANT shall require subconsultants to similarly provide workers’ compensation insurance for all of the latter's employees. If any class of employees engaged in hazardous work for the PROJECT is not protected under the Workers' Compensation Statute, then the selected CONSULTANT shall provide and shall cause any Subconsultant to provide insurance for the protection of employees engaged in hazardous work.

11.2 The selected CONSULTANT shall furnish a Certificate of Insurance to SJCDPW upon execution of the consultant services agreement and prior to issuance of the Notice to Proceed, indicating that the CONSULTANT, at its expense, has purchased and is maintaining insurance from an insurer admitted to the State of California and satisfactory to County. Such certificates shall state that COUNTY shall be notified at least thirty (30) days before cancellation of the policy or any material change thereof. The above insurance shall be of the broad form coverage type, affording coverage
on property in the care, custody and control of the CONSULTANT. Adequate proof of insurance in compliance with the above requirements shall be furnished to the COUNTY. An additional insured endorsement to the CONSULTANT'S liability insurance policy naming the County, their officers and employees as additional insured shall be furnished to the County. Notwithstanding the above, the CONSULTANT'S liability insurance policy shall be endorsed as primary insurance.

12.0 CONSULTANT PROVISIONS

12.1 Funding Requirements: The consultant services agreement may be written and will be valid and enforceable provided sufficient funds are made available to SJCDPW. In addition, the consultant services agreement may be subject to any additional restrictions, limitations, or conditions required in accordance with Federal, State, and Local requirements that may affect the provisions, terms or funding of the agreement in any manner. If sufficient funds are not appropriated for the PROJECT, the agreement shall be amended to reflect any reductions in funds. SJCDPW shall have the option to void the agreement under a thirty-day cancellation clause or to amend the agreement to reflect any reduction of funds.

12.2 Ownership of Data and Patent Rights: all work performed under the executed consultant services boilerplate agreement, ownership and title to all reports, documents, plans, specifications, and work product materials as part of the agreement will automatically be vested in SJCDPW and no further agreement will be necessary to transfer ownership to SJCDPW. The selected CONSULTANT shall furnish all necessary copies of documentation needed to complete the PROJECT in performance of the agreement.

SJCDPW shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, such documents. In addition, no material prepared in connection with the consultant services agreement shall be subject to copyright in the United States or any other country. Each subconsultant services agreement shall contain provisions similar to the foregoing related to the ownership of data and the patent rights of the same.

12.3 Confidentiality of Data: All financial, statistical, personal, technical or other information relative to the operation of SJCDPW, which is designated confidential by SJCDPW, and made available to the CONSULTANT in order to carry out the agreement, shall be protected by the CONSULTANT from unauthorized use and disclosure. Permission granted by SJCDPW's Engineer to disclose information on one occasion relating to the agreement shall not authorize the CONSULTANT to further disclose such information or disseminate the same on any other occasion. All information related to the construction estimate is confidential and shall not be disclosed by the CONSULTANT to any entity other than SJCDPW.

The selected CONSULTANT shall not comment publicly to the press or any other media regarding the executed consultant service agreement, or the actions of SJCDPW on the same, except to staff from SJCDPW, or the CONSULTANT'S own personnel involved in the performance of the agreement, or at public hearings, or in response to questions from a legislative committee. Each subconsultant service agreement shall contain provisions similar to the foregoing related to the confidentiality of data and nondisclosure of the same.

12.4 Notice to Proposers Disadvantaged Business Enterprise Information: SJCDPW has not established a Disadvantaged Business Enterprises (DBE) Availability Advisory Percentage for this Agreement. Meeting a DBE Availability Advisory Percentage is not a condition for being eligible for award of a consultant service agreement; however, CONSULTANTS responding to this RFP are encouraged to obtain DBE participation.
DBEs and other small businesses are strongly encouraged to participate in the performance of agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”).

The CONSULTANT should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. CONSULTANTS responding to this RFP are also encouraged to use services offered by financial institutions owned and controlled by DBEs.

13.0 GENERAL INFORMATION

13.1 SOQ and Proposal Confidentiality: Prior to the San Joaquin County Board of Supervisors executing the consultant services agreement, all CONSULTANT’S SOQs, proposals and solicitation documentation will be designated confidential to the extent permitted under the California Public Records Act. After the consultant services agreement has been executed, or if the agreement is not to be executed and all proposals have been rejected, all responses will be regarded as public records and will be subject to review by the public upon request. Any language provided by a CONSULTANT purporting to render all or portions of the SOQ and/or proposals confidential shall be considered non-effective and shall be disregarded.

13.2 SJCDPW Rights: SOQ’s and technical proposals received within the prescribed deadline become the property of SJCDPW and all rights to the contents therein become those of SJCDPW. SJCDPW may investigate the qualifications of any CONSULTANT under consideration, require confirmation of information furnished by a CONSULTANT and/or require additional evidence of qualifications to perform the work described. SJCDPW reserves the right to:

A. Modify the selection process as may be in their best interests.
B. Reject any or all of the SOQs or proposals if such action is in their interest.
C. Issue subsequent Requests for Proposals.
D. Cancel the entire Request for Proposals.
E. Correct technical errors and amend the Request for Qualifications and/or Proposals by addendum prior to the final proposal submittal date process.
F. Seek the assistance of outside technical experts in SOQ and proposal evaluation.
G. Approve or disapprove the use of any subconsultants.
H. Negotiate with any, all or none of the Request for Proposals respondents.
I. Award an agreement to one or more CONSULTANTS.
J. Accept other than the lowest cost proposal.
K. Waive informalities and minor irregularities in SOQs and/or proposals.

This Request for Proposals does not commit SJCDPW to enter into a consultant services agreement, nor does it obligate SJCDPW to pay for any costs incurred in preparation and submission of proposals or in anticipation of an agreement.

For inquiries about this Request for Proposals, see Section 6.0 Proposal Technical Questions.

Thank you for your interest in the PROJECT.
Attachments and Exhibits
Attachment A: Debarment & Suspension Certification
Attachment B: Proposal/Qualifications Evaluation Worksheet
Exhibit A: SJCDPW's Preliminary Work Scope
Exhibit B: Task Effort Worksheet
Exhibit C: Cost Proposal
Exhibit D: Terms and Conditions (boilerplate agreement)
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION

The prime CONSULTANT certifies, except as noted below, that no person, serving the CONSULTANT in the capacity of owner, partner, director, officer, manager:

- is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

- has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

- has a proposed debarment pending; and

- has been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, note the exceptions in the following space, indicating to whom it applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility.

_______________________________________  Consultant Name

Signature
QUALIFICATIONS EVALUATION WORKSHEET

CONSULTANT _________________________________________________________
Subconsultants _________________________________________________________

SOQ AND TECHNICAL PROPOSAL

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<th>Criteria</th>
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<th>Awarded Score</th>
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<tr>
<td>Consultant Profile and Overall Firm Capabilities</td>
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<td>Presence of local office(s). Number of staff available at local offices.</td>
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<td>Key Personnel</td>
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<td>Do individuals’ skills and experience apply to landfill liner CQA PROJECTs?</td>
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<tr>
<td>Is PROJECT staff assigned the same staff as on the reference PROJECTs?</td>
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<tr>
<td>Similar and Primary Reference PROJECTs</td>
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<td>Are the reference PROJECTs similar landfill expansion CQA PROJECTs?</td>
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<td>Reference check – Phone calls to References</td>
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<td></td>
<td>PROJECT#2</td>
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<tr>
<td>Knowledge of Local Conditions and Concerns</td>
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<td>Knowledge with requirements of Central Valley RWQCB?</td>
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<td>PROJECT Approach and Work Plan</td>
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SOQ AND PROPOSAL SCORE: 75

ORAL PRESENTATION AND INTERVIEW OF SELECTED CONSULTANTS

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<td>Demonstrated knowledge of required work</td>
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<tr>
<td>Demonstrated course of action to meet goals</td>
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<td>Demonstrated capabilities of firm/sub-consultant PROJECT team</td>
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PRESENTATION SCORE: 25

SOQ AND PROPOSAL SCORE (from above): 75

TOTAL PROPOSAL SCORE: 100

EVALUATOR __________________________________________________________ DATE ____________________

Attached “B”