



REQUEST FOR PROPOSALS

FOR

**SAN JOAQUIN COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT – FLOOD EMERGENCY
RESPONSE GRANT – DELTA GROUND II**

**WATER RESOURCES DIVISION
STOCKTON, CALIFORNIA**

OCTOBER 3, 2022



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

Solicitation #SJCDPW-RFP-22-02

COUNTY OF SAN JOAQUIN DEPARTMENT OF PUBLIC WORKS
SAN JOAQUIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT – FLOOD
EMERGENCY RESPONSE GRANT – DELTA ROUND II
REQUEST FOR PROPOSALS
SJCDPW-RFP-22-02

1.1 INTRODUCTION

The San Joaquin County Flood Control and Water Conservation District (DISTRICT) requests technical proposals from qualified consulting firms to undertake, perform, and complete the tasks set forth in Request for Proposals (RFP) – SJCDPW-RFP-22-02. The San Joaquin County Department of Public Works (SJCDPW) is the administrator of this RFP. The selected consultant (CONSULTANT) shall be contracted by the DISTRICT to perform professional and technical engineering services for the Flood Emergency Response Grant – Delta Round II (GRANT). The CONSULTANT is required to provide all labor, equipment, tools, and facilities necessary for completion of the GRANT and will have the option of using subconsultants approved by DISTRICT.

1.2 BACKGROUND

The DISTRICT has received funding from the California Department of Water Resources (DWR) to conduct Flood Emergency Response planning through The San Joaquin County Flood Preparedness Project - Delta Round II. The GRANT is intended to address the State priorities of improving local flood emergency preparedness and reducing flood risks and consequences. The DISTRICT will upgrade the existing system to ALERT2 in order to dramatically reduce data losses associated with the legacy ALERT system. In addition, rehabilitating the DISTRICT'S ALERT system and transitioning to ALERT2 will significantly improve the reliability of the DISTRICT'S flood emergency response program. Additionally, some monitoring sites will be moved to improve coverage in the county and a few new sites will be added to fill coverage gaps. The DISTRICT will use the results from the Northern California ALERT2 Network Design and Transition Plan, funded by the DWR Flood Emergency Response Projects - Delta Grant Round 1, to implement ALERT2 upgrades.

Additional goals of this grant include leveraging prior DWR investments in Delta modeling on the San Joaquin and tributaries, benefits to emergency response, helps to set investment priorities in emergency planning, identifies priorities for critical facilities based on flood potential, etc.

This GRANT will improve flood preparedness and reduce flood risks in the Sacramento-San Joaquin Delta by improving decision-making tools, ensuring a more time-efficient, better-informed, high quality first response to flood threats to the DISTRICT'S zones within the delta.

2.0 EXPECTED DURATION OF THE SCOPE OF SERVICES: 12 Months or less.

3.0 SCOPE OF WORK

DISTRICT's Preliminary Scope of Work for Phase One is shown as Exhibit A.

4.0 SERVICES PROVIDED BY DISTRICT:

SJCDPW will provide the following services and/or information to the CONSULTANT:

Furnish access to all information, data, and maps as currently exist in files necessary for carrying out the requested services to the CONSULTANT(S), without charge, and DISTRICT shall cooperate in the carrying out of the work without delay. DISTRICT'S responsibility to provide

access to information is limited to data of record in SJCDPW files and in the format as recorded. The CONSULTANT shall check and investigate existing information and conditions and notify DISTRICT of any deficiencies that are discovered.

5.0 PROPOSAL FORMAT AND CONTENT REQUIREMENTS

Each page of the proposal must be numbered, and the total number of pages may not exceed fifty (50) single-sided. The page limit applies to all content with the following exceptions: an optional table of contents, not to exceed one page; any folder, cover or section dividers; the required Debarment and Suspension Certification and the Task Effort Worksheets.

The Proposal should not include cost or rate information. The DISTRICT will only request the Cost Proposal from the highest ranked CONSULTANT after a final ranking has been established. Responding consultants may be invited to participate in an oral presentation and selection interview. Costs for preparing and submitting a response to this RFP are entirely the responsibility of the CONSULTANT and shall not be chargeable in any way to the DISTRICT.

The required content, described below, includes a Cover Letter, Executive Summary, Statement of Qualifications (SOQ), Approach and Work Plan, and Schedule and Task Effort Worksheet.

5.1 COVER LETTER

- A. Authorization and Compliance: The Proposal must be delivered with a cover letter signed by an official or representative authorized by the CONSULTANT to negotiate and commit to terms regarding this RFP and any subsequent agreement for services. The CONSULTANT shall provide a brief statement addressing the ability of the consulting firm and any subconsultants to comply with the indemnification requirements as outlined in Section 11 "INDEMNIFICATION REQUIREMENTS," and the required minimum insurance as outlined in Section 12 "INSURANCE REQUIREMENTS". The CONSULTANT shall also provide a brief statement affirming that the proposal terms shall remain in effect for one hundred twenty (120) days following the date proposal submittals are due.
- B. Affirmative Action Plan: The CONSULTANT shall attest to the firm's affirmative action plan or other policies aimed at eliminating unlawful discrimination and provide a brief statement about the firm's adoption and compliance with its plan or policy.
- C. Conflict of Interest: The CONSULTANT shall disclose to the DISTRICT any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required. A potential conflict of interest may include, but is not limited to, work related to programs in the area, contracts with the San Joaquin County (County) departments, cities, developers, current clients, and other parties who may have a financial interest in the outcome of the GRANT. At the DISTRICT's discretion, a potential conflict of interest may be waived or factored into the final award decisions and/or a modified scope of work.
- D. Signature and contact information: The cover letter shall be signed by the CONSULTANT'S Project Manager and an official authorized to negotiate and contractually bind the firm(s) with the DISTRICT regarding the requested services. The Project Manager shall be the main contact with the DISTRICT for technical and contractual issues. Please provide the telephone number, fax number, email address, and office location of the Project Manager AND the authorized official.

- E. Optional, Additive Scope of Work: The CONSULTANT shall provide a brief statement acknowledging DISTRICT'S option to request optional, additive work. The statement shall further recognize that the CONSULTANT and the DISTRICT will execute a Task Order specifying the additional services requested and the negotiated amount of additional compensation.

5.2 EXECUTIVE SUMMARY

The proposal shall include a summary of the approach, work plan, schedule, and capabilities of the CONSULTANT, subconsultants, and professional personnel. The summary should indicate a clear understanding of the required services to be performed as identified in this RFP.

5.3 STATEMENT OF QUALIFICATIONS

The SOQ portion of the proposal requires the following information from the CONSULTANT and all subconsultants:

- A. CONSULTANT'S profile: Provide a summary of the firm's overall capabilities, history, recent and related experience, and expertise. Identify the relationships among all proposed key personnel and support staff that are expected to provide requested services. Provide information on the CONSULTANT'S most relevant and applicable experience. Provide information on the CONSULTANT'S current work load, facilities, resources, and experience that clearly demonstrate the ability to complete the requested services successfully within the time constraints stated.
- B. Key Personnel: Provide brief resumes of the CONSULTANT'S key personnel anticipated to perform important elements of the require services and an explanation of the function each key person will perform. Emphasize the experience and abilities relevant to the specific professional services described in this RFP. Also, provide resumes of the subconsultant's key personnel, if any, and the approximate percentage of time they are expected to spend completing their portion of the work identified in this RFP. Include a statement for both the CONSULTANT and subconsultants, if any, committing assigned key personnel to a specific level of participation in providing the services described.
- C. Similar Work: Provide a list of similar work that proposed key personnel of the CONSULTANT and subsconsultant, if any, have completed in the last three years. Provide information on the CONSULTANT'S experience related to the requested services identified in this RFP. The reference list should include:
- Client name, contact person, and current telephone number
 - Project description and location;
 - Description of services provided;
 - Project Budget;
 - Project Schedule;
 - Key personnel involved; and,
 - Subconsultants employed.
- D. Primary Work Experience: Describe at least one primary reference work in more technical detail than those listed as similar reference work that the proposed project team has completed or is in the process of completing in the last three years. The primary referenced work should demonstrate experience in conducting similar work and specifically, in performing related professional services described in this RFP. Select a project that resembles, as closely as possible, the work identified in this RFP and specify the date that work was, or is expected to be, completed.

Describe the approach and methodology of providing the required services for the primary reference work, including any special equipment or software used. Indicate the level of services performed and the deliverables provided. Identify any supplemental tasks, deemed necessary or recommended, which enhanced the engineering work, reduced cost, or expedited delivery.

Indicate the location of the prime CONSULTANT'S office during the primary referenced work. If the work was shared by other firms or different offices, identify the locations and the work performed by each firm or office.

Identify the project manager's specific responsibilities. List all subconsultants that provided services to the CONSULTANT for the completion of the primary referenced work and describe the role they performed. Identify who performed quality control/assurance and provide a percentage of time that was devoted by the CONSULTANT in performing this function related to work effort and products. Indicate how much staff time the client and other agencies devoted to the completion of the primary referenced work.

Include names, addresses, and current telephone numbers of the client and the name of the client's key representative assigned to the CONSULTANT'S work.

- E. Reference Checks: The CONSULTANT shall provide three references that can attest to the recent work CONSULTANT has performed related to GRANT. SJCDPW will telephone contact persons for some of the cited referenced work submitted by the CONSULTANT. SJCDPW will make a good-faith effort to contact the identified contact person(s), but the proposal will not receive the benefit of the reference check if the contact person(s) does not respond to inquiries or if the submitted telephone number is incorrect.
- F. Knowledge of Local Conditions and Concerns: The County is comprised of varied municipalities, communities, and a significant unincorporated rural area. Community outreach efforts may require participation by agricultural, retail, development, and manufacturing interests as well as homeowners and other residents. Describe the firm's familiarity with the area based on research, work experience, locale, or other factors.

5.4 APPROACH AND WORK PLAN

The technical proposal will include a Work Plan, which delineates the approach to complete the requested work. The Work Plan should demonstrate the CONSULTANT'S understanding of the Scope of Work, refine and/or expand the DISTRICT's work scope to reflect the CONSULTANT'S approach and address the CONSULTANT'S capability to complete the Scope of Work within the proposed schedule. The Work Plan should include the following:

- A. Identify the CONSULTANT'S Project Manager and detail the specific responsibilities of the Project Manager. Identify the Person-In-Charge when the Project Manager is not available.
- B. List all subconsultants providing services to the CONSULTANT for the completion of the Scope of Work and describe their functional roles. Include the names, addresses, and current telephone numbers of the firm and the name of the key representative assigned. Provide a description and an organizational chart of the proposed team structure.
- C. Identify who will be performing quality control and provide a breakdown and percentage of time that will be devoted by the CONSULTANT in performing this function related to work effort and products.
- D. Describe the approach and methodology that will be used to provide the required services

identified in this RFP. The specific level of work effort and subsequent work products must be emphasized. The level of detail must clearly delineate between major and minor work tasks.

- E. Identify any supplemental tasks deemed necessary and recommend alternatives, which may enhance the requested services, reduce cost, or expedite delivery.
- F. Indicate where the work is to be performed. If the work is to be shared among firms or different offices, identify the locations and the work to be performed in each firm or office. Travel to project sites will be required, but excessive travel time and expenses will be avoided to ensure operating efficiency and responsible cost control. This requirement is more easily met by CONSULTANT that are capable of responding on site with short notice and that are based within a 75-mile radius of Stockton, California.
- G. A description of GRANT experience and knowledge of the immediate area of the County.
- H. Indicate how much staff time the CONSULTANT assumes the DISTRICT or other agencies will devote to the preparation or completion of the tasks outlined in the preliminary work scope.

5.5 SCHEDULE AND TASK EFFORT WORKSHEET

The CONSULTANT shall prepare and submit a comprehensive schedule to reflect the time-frames required for completing each element of the work, including tasks, phases, durations, milestones, assignments, critical path, and other relevant data. Milestones, which are interdependent, and the completion date of each milestone must be identified. The CONSULTANT shall indicate in the proposal whether the completion of the GRANT can realistically be completed in the identified allotted time. The CONSULTANT is encouraged to develop additional details regarding the work schedule, suggest changes within the constraints of the duration and end dates, and suggest changes to expedite delivery of the requested work. The Schedule for requested work shall be submitted in Microsoft Project software, or comparable software; software other than Microsoft Project will require approval by SJCDPW.

The Schedule shall include the tentative date of execution of the CONSULTANT services agreement by the County Board of Supervisors and the issuance of Notice to Proceed according to the Schedule in Section 8.0

- A. The CONSULTANT must present comprehensive Task Effort Worksheet to reflect the person-hours required for completing each task of the Preliminary Work Scope. The Task Effort Worksheet includes person-hours broken down by task, specific employee, and position classification and give the total number of person-hours required to complete the entire Preliminary Work Scope. The Task Effort Worksheet shall also be required for all proposed subconsultants. SJCDPW is not responsible for mathematical calculations resulting from imbedded formulas in the Task Effort Worksheet. It is the CONSULTANT'S responsibility to assure the mathematical correctness of its submittal.

6.0 PROPOSALS SUBMISSION REQUIREMENTS

- 6.1 SJCDPW reserves the right to reject any and all proposals, waive any irregularities in the proposals solicitation process and requirements, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of SJCDPW and/or the completion of the work identified in the RFP. 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.

- 6.2 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.
- 6.3 **One (1) electronic copy of the proposal in Portable Document Format (PDF) and one (1) hard copy** of the proposal, signed by an authorized representative, shall be delivered on or before **4:00 p.m. on Friday, October 28, 2022**, to:

County of San Joaquin
 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:

Statement of Qualifications and Proposal
 San Joaquin County Flood Control and Water Conservation District Flood
 Emergency Response Grant- Delta Round II - (SJCDPW-RFP-22-02)
 (Name of the Firm)
OPEN BY SJCDPW'S CONSULTANT SOLICITATION STAFF ONLY

Technical proposals received later than the above date and time will be rejected and returned to sender unopened. Proposals delivered by fax or email will not be accepted. The date and time of delivery of the requested hard copy (and not the electronic copy) will serve as the official date and time of receipt. If there are discrepancies in the hard copy and the electronic copy, the content of the hard copy shall prevail.

7.0 QUESTIONS

- 7.1 General questions regarding the solicitation procedure may be directed to Nhan Tran, Management Analyst II at (209) 953-7452 or ntran@sjgov.com
- 7.2 Technical questions about the requested services that might require a clarification of the RFP, should be submitted in writing to Nhan Tran at ntran@sjgov.com.
- 7.3 Any new information about the RFP, including responses to questions that warrant a clarification of the RFP and/or RFP addenda, will be posted on the SJCDPW website:
<https://www.sjgov.org/departments/pwk/rfps-and-rfqs>

Consultants are advised to register for Solicitation No. SJCDPW-RFP-22-02 at this website to receive an emailed Notice of Release of Addendum if any new information is released.

- 7.4 The deadline for submitting questions is indicated below in the Consultants Selection Schedule.

8.0 CONSULTANT SELECTION PROCESS

- 8.1 CONSULTANT Selection Schedule: SJCDPW will follow the CONSULTANTS selection schedule listed below, but reserves the right to modify the schedule in any manner necessary to serve the best interests of SJCDPW and/or the completion of the work identified in the RFP:

Release Request for Qualifications.....**Monday, October 3, 2022**
 Deadline for Written Questions Submitted.....Thursday, October 20, 2022

Release Response to Written Questions.....Friday, October 21, 2022

Proposals Due.....Friday, October 28, 2022 by 4:00 PM

Consultant Notification, Selection/Ranking..... Week of November 7, 2022

Notice to Proceed..... December 2022

Consultant Starts Work-First Full Week.....December 2022

- 8.2 Proposal Evaluation: SJCDPW will review the proposals for completeness, clarity, and content quality. Each proposal will be reviewed to determine if it meets the requirements contained in Section 5. "PROPOSAL FORMAT AND CONTENT REQUIREMENTS." 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 services agreement, should one be awarded.

SJCDPW will assemble a selection committee, comprised of SJCDPW staff members and other qualified individuals, which will evaluate submitted proposals. The evaluation for the written qualifications and technical proposals will be based on the criteria shown in Attachment "A".

Aside from the selection process described herein, CONSULTANT or their representatives are prohibited from attempting to influence this consultant selection by contacting Selection Committee members, elected officials, SJCDPW staff, or other individuals and entities involved in selecting the CONSULTANT or awarding the agreement. Any such attempt to influence selection outside of the prescribed process will be grounds for disqualification.

- 8.3 Oral Presentation and Interview Selection Process (if needed): An oral presentation and interview will be conducted with up to five (5) 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 8.1. Consultant Selection Schedule. CONSULTANT 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 firm will be eliminated from further consideration. Oral presentations and interviews if conducted will be evaluated using the criteria shown in Attachment "A".

- 8.4 Cost Proposals: The DISTRICT will only request a Cost Proposal (Exhibit C) from the highest ranked CONSULTANT after the final ranking has been established. The Cost Proposal will be used as a starting point for consultant services agreement negotiations with the highest ranked CONSULTANT selected on the basis of their qualifications, written proposal, oral presentation, and interview scores.

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 for one community. 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 DISTRICT policy and standard business practice does not allow CONSULTANT to add a mark-up to other direct costs and does not allow mark-ups on subconsultant fees.* The CONSULTANT'S quote of estimated actual cost plus a fixed fee (profit) 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.

- 8.5 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 negotiation. The DISTRICT will only request a Cost Proposal from the highest ranked CONSULTANT after the final ranking has been established.

The cost proposal will be used as a starting point for agreement negotiations with the highest ranked CONSULTANT selected on the basis of their qualifications and proposal. The DISTRICT will then negotiate a consultant services agreement with the selected CONSULTANT. If an agreement cannot be reached after a reasonable period of time, as determined by the DISTRICT, then the DISTRICT will terminate negotiations with the number one ranked CONSULTANT and negotiations will be opened with the second ranking CONSULTANT. The compensation discussed with one prospective CONSULTANT will not be disclosed or discussed with another CONSULTANT. The selected CONSULTANT will be the highest ranking proposal that has been successfully negotiated for award of the consultant services agreement. The successful CONSULTANT and/or CONSULTANT'S team will be requested to enter into a consultant services agreement with the DISTRICT. The DISTRICT's consultant services sample agreement is shown as Exhibit "C". *The prospective consultant is advised that the DISTRICT'S consultant services boilerplate agreement reflects the DISTRICT'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 DISTRICT. The CONSULTANT will be required to satisfy all insurance certification requirements before the DISTRICT issues a Notice to Proceed.

9.0 PROGRAM REQUIREMENTS AND STANDARDS

All work must meet the following requirements and standards:

- 9.1 CONSULTANT will work closely with the DISTRICT and other affected cities and agencies involved in the work. SJCDPW's Water Resources Division will manage and administer CONSULTANT'S work effort. SJCDPW will exercise review and approve functions through SJCDPW's Project Manager, or designated representative, during the GRANT CONSULTANT will present all memoranda, reports, plans, drawings, and documentation in the general form agreed to by SJCDPW. All work products will be the property of SJCDPW.
- 9.2 CONSULTANT will be solely responsible for the accuracy and completeness of all data contained in memoranda, working papers, reports, plans and drawings. SJCDPW's Project Manager will exercise review and approval functions at key points and milestones during the work and conduct work status reports and meetings with the CONSULTANT(S).
- 9.3 CONSULTANT will implement and maintain quality control procedures during the preparation of memoranda, working papers, reports, plans and drawings for the GRANT. The quality control procedures will be in effect during the entire time work is being performed. The quality control procedures will establish a process whereby any calculations are independently checked, plans are checked and corrected, and all work-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 Project Manager for review are required to be marked clearly as fully checked and that the preparation of the material followed the established quality control procedures.

- 9.4 CONSULTANT shall complete the Scope of Work within the term specified in the Schedule,

from the time the CONSULTANT is issued a Notice to Proceed by SJCDPW. CONSULTANT shall indicate in the proposal whether the completion of the work can be realistically completed in more or less time.

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

- 9.5 CONSULTANT will prepare and submit to SJCDPW'S Project Manager for review a monthly status report including a work schedule, critical path review and update, budget status, budget drawdown schedule, tasks completed, tasks percent completed, outstanding correspondence, and unresolved issues.
- 9.6 CONSULTANT will be required to obtain prior approval of the County Public Information Office (through SJCDPW'S Project Manager) for any communications with the public media pertaining to the work. This includes news releases, interviews, advertisements, etc.
- 9.7 If the CONSULTANT fail to provide the services as to be 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.

10.0 WORK SCHEDULE / PROGRESS PAYMENTS

- 10.1 The timely completion of the various tasks outlined in this RFP is essential to assure the successful advancement of the work and assure local program delivery and work development. At the beginning of the work effort for the requested services, the CONSULTANT(S) shall prepare a progress schedule clearly showing the various work tasks and the estimated time required for completion of each task. The progress schedule shall indicate major milestones, review stages, and other items critical to complete the work.

The progress schedule shall be updated throughout the course of the services, and the original schedule will be retained as a basis of comparison. The CONSULTANT shall review the progress schedule to identify any potential scheduling problems and shall take steps to maintain or reconcile any anticipated or actual delays with the original schedule.

CONSULTANT shall submit payment requests monthly. The 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 performed and to allow an evaluation of the percentage of work accomplished with respect to the extent of budget expenditures made to date.

11.1 INDEMNIFICATION REQUIREMENTS

The CONSULTANTS services agreement for the work requires the CONSULTANT to comply with the County's hold harmless and indemnification requirements.

A. 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.

12.0 INSURANCE REQUIREMENTS

The consultant services agreement for the work requires the CONSULTANT to comply with the County's insurance requirements.

12.1 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 the County. Certificates of insurance must indicate that the coverage cannot be reduced or canceled until thirty days' written notice has been furnished to the County. The County's minimum insurance requirements will not be subject to negotiation.

A. CONSULTANT shall obtain and keep in full force and effect during the life of the consultant services agreement, at the 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 One Million Dollars (\$1,000,000), and automobile liability insurance with a combined single limit in the minimum amount of One Million Dollars (\$1,000,000). 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 CONSULTANT shall obtain, at the 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 One Million Dollars (\$1,000,000).

C. Workers' Compensation Insurance: T h e CONSULTANT shall take out and maintain, during the life of the agreement, workers' compensation insurance for all the CONSULTANT'S employees employed for the work and, in case any work that 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 work is not protected under the Workers' Compensation Statute, then the CONSULTANT(S) shall provide and shall cause any subconsultant to provide insurance for the protection of employees engaged in hazardous work.

12.2 The CONSULTANT shall furnish a Certificate of Insurance to the DISTRICT 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 the County. Such certificates shall state that the 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.

13.0 CONSULTANTS PROVISIONS

13.1 Funding Requirements: It is mutually understood between the parties that the CONSULTANT services agreement may be written and will be valid and enforceable only if sufficient funds are made available to the DISTRICT. 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. It is mutually agreed that if sufficient funds are not appropriated for the work, the agreement shall be amended to reflect any reductions in funds. The DISTRICT 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.

13.2 Ownership of Data and Patent Rights: Upon completion of all work 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 the DISTRICT and no further agreement will be necessary to transfer ownership to the DISTRICT. The CONSULTANT shall furnish all necessary copies of documentation needed to complete the work in performance of the agreement.

The DISTRICT 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.

13.3 Confidentiality of Data: All financial, statistical, personal, technical, or other information relative to the operation of the DISTRICT, which is designated confidential by the DISTRICT, 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 Project Manager 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.

The CONSULTANT shall not comment publicly to the press or any other media regarding the executed consultant service agreement, or the actions of the DISTRICT on the same, except to staff from the DISTRICT, 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.

14.0 NOTICE TO BIDDERS/PROPOSERS DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

The DISTRICT 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(S) 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.

15.0 NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies by signing and submitting the SOQ or proposal to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," (Attachment "B") in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

16.0 GENERAL INFORMATION

- 16.1 Proposal Confidentiality: Prior to the DISTRICT executing the CONSULTANT services agreement, all CONSULTANT'S 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. Any language in submitted proposals purporting to render confidentiality shall be regarded as non-effective and shall be disregarded.
- 16.2 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's Project Manager 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 proposals if such action is in their interest
- C. Issue subsequent RFP
- D. Cancel the entire RFP.
- E. Correct technical errors and amend the RFP by addendum prior to the final proposal submittal date process.
- F. Seek the assistance of outside technical experts in proposal evaluation
- G. Approve or disapprove the use of any subconsultants.
- H. Negotiate with any, all or none of the RFP respondents
- I. Use selected elements of any proposal received in the final agreement with the selected consultant(s)
- J. Allow modification to the project team during negotiations as may be in the project's best interest.
- K. Award an agreement to one or more consultants.
- L. Accept other than the lowest cost proposal.
- M. Waive informalities and minor irregularities in proposals.

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

For inquiries about this RFP, see Section 7 Questions. Thank you for your interest in the Program.

Attachments

Attachment A: Proposal/Qualifications Evaluation Worksheet

Attachment B: Disclosure of Lobbying Activities

Exhibits

Exhibit A: Scope of Work

Exhibit B: Task Effort Worksheet

Exhibit C: Cost Proposal

EXHIBIT D: Boilerplate Agreement

**PROPOSAL/ QUALIFICATIONS EVALUATION
WORKSHEET**

CONSULTANTS _____

Subconsultant _____

	(a) Weight	(b) Score 0-10	(a x b) Weighted Score
WRITTEN SOQ & TECHNICAL PROPOSAL			
A. CONSULTANTS Profile and Overall Capabilities	0.50	_____	
B. Key Personnel	1.00	_____	
C. Similar and Primary Reference Programs	1.00	_____	
D. Reference Checks	0.50	_____	
F. Knowledge of Local Conditions and Concerns	1.00	_____	
G. Program Approach and Work Plan	3.00	_____	_____
H. Program Schedule and Task Effort	0.50	_____	_____

SUBTOTAL WRITTEN SCORE (75 points maximum)

ORAL PRESENTATION/INTERVIEW (IF CONDUCTED)

A. Demonstrated knowledge of required work	1.00	_____	_____
B. Demonstrated course of action to meet goals	0.75	_____	_____
C. Demonstrated capabilities of firm/subconsultant team	0.75	_____	_____

SUBTOTAL INTERVIEW SCORE (25 points maximum)

TOTAL SCORE (100 points maximum)

EVALUATOR _____ DATE _____

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

- a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

- a. initial
b. material change

For Material Change Only:

year quarter
date of last report

4. Name and Address of Reporting Entity

- Prime
Subawardee
Tier, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

\$ actual planned

13. Type of Payment (check all that apply)

- a. retainer
b. one-time fee
c. commission
d. contingent fee
e. deferred
f. other, specify

12. Form of Payment (check all that apply):

- a. cash
b. in-kind; specify: nature value

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:
Print Name:
Title:
Telephone No.: Date:

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4. checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4. to influence the covered federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.