

SAN JOAQUIN AREA FLOOD CONTROL AGENCY

CONSULTING SERVICES FOR PREPARATION OF ENGINEER'S REPORT IN SUPPORT OF FORMATION OF PROPOSED URBAN LEVEL OF FLOOD PROTECTION (ULOP) IMPROVEMENTS AND SERVICES FOR MOSSDALE TRACT AREA OVERLAY ASSESSMENT DISTRICT REQUEST FOR PROPOSALS (SJAFCA-RFP-19-01)

1.0 INTRODUCTION

The San Joaquin Area Flood Control Agency (SJAFCA) requests technical proposals from qualified consulting engineers to undertake, perform, and complete tasks set forth in this Request for Proposals, SJAFCA-RFP-19-01 (**RFP**). SJAFCA is the administrator of this Request for Proposals. The selected consultant (CONSULTANT) shall be contracted by SJAFCA to perform professional consulting services (SERVICES) to Prepare an Engineer's Report in support of the Formation of the Proposed Mossdale Tract Area Overlay Assessment District to fund ULOP Flood Protection Improvements and, if required, supplemental Operations & Maintenance as requested within the attached Preliminary Scope of Work (the PROJECT). The CONSULTANT is required to provide all labor, equipment, tools, and facilities necessary for completion of its SERVICES for the PROJECT and will have the option of using sub-consultants approved by SJAFCA to accomplish this.

SJAFCA consultant selection staff will manage the solicitation of proposals from consultants responding to SJAFCA-RFP-19-01 and facilitate selection of CONSULTANT. SJAFCA will manage CONSULTANT, including authorizing payments to CONSULTANT.

Phased Work Effort: SERVICES on the PROJECT have been divided into two separate phases: Phases 2 and 3. Phase 1 was previously completed by Larsen Wurzel & Associates, Inc. (LWA), acting as staff to the agency. Phase 1 included a preliminary feasibility assessment of a new overlay assessment district to help fund the PROJECT. Going forward LWA will continue to act as staff to the agency and as such is not eligible to submit for Phases 2 and 3. The SERVICES are described in detail in the Preliminary Scope of Work which is incorporated as **Exhibit A** hereto. Note: SJAFCA has an existing Public Outreach consultant with strong local ties that will work with the agency and the CONSULTANT. Therefore, the selected CONSULTANT will be expected to closely coordinate the SERVICES with the agency's Public Outreach Consultant. In preparing a response to this RFP, the CONSULTANT should not include Public Outreach Services.

Generally, the SERVICES as described in **Exhibit A** will consist of the necessary tasks to complete a benefit allocation and preparation of an engineer's report in support of implementation and successful formation of the proposed overlay assessment district. As noted above, this work does not include the Public Outreach Services to inform the process of evaluating if imposing the identified assessment levels would be feasible (Phase 2 Task 2.3 and Phase 3 Task 3.2 of the SERVICES as described in **Exhibit A**), which will be provided by others. The **Preliminary Scope of Work** for this **RFP** is provided for guidance only. CONSULTANT should evaluate this and identify what, if any, changes to **Preliminary Scope of Work** that would result in a more effective approach in completing the SERVICES. Sufficient detail shall be provided with the Proposal for SJAFCA to ascertain that such changes would be beneficial.

Subject to successful completion of the Phase 2 SERVICES, i.e. a determination that formation

of an assessment district is feasible and funding is available, SJAFCA plans to issue a Notice to Proceed to CONSULTANT for Phase 3 SERVICES. SJAFCA reserves the right to not issue a Notice to Proceed to CONSULTANT for the Phase 3 of the SERVICES, and either not proceed with this work effort at that time or initiate another competitive consultant selection process for the Phase 3 SERVICES.

Estimated SERVICES Duration:

PHASE 2: 2 - 4 months
PHASE 3: 6 - 8 months

2.1 PROJECT BACKGROUND / HISTORY

Previously the Cities of Lathrop and Manteca and Reclamation District 17 (RD 17), respectively, each had the role of Local Flood Management Agency (LFMA) for the Mossdale Tract Area and therefore each had the responsibility to prepare, for their part, the Annual Report on Adequate Progress (APR) toward the achievement of an Urban Level of Flood Protection (ULOP) within the Mossdale Tract Area. The APR serves as a strategic plan describing and outlining the steps that the LFMA and the land use agencies in the Mossdale Tract Area are taking to generate the local funding necessary to advance and ultimately implement 200-year levee improvements in accordance with the requirements of Senate Bill 5 (2007) (SB 5). The APR describes several aspects including:

- The requirements set forth by SB 5 and ULOP;
- The requirements of Land Use Agencies in making findings related to Adequate Progress toward ULOP, and, more specifically;
- The approach the LFMA in the Mossdale Tract Area is taking with respect to compliance with the guidance provided by the California Department of Water Resource (DWR) in support of the Land Use Agencies' maintenance of findings of Adequate Progress.

SJAFCA was formed as a Joint Powers Authority (JPA) in 1995. In 2018 the Cities of Lathrop and Manteca became members of the JPA. As a result, SJAFCA became the sole LFMA for the Mossdale Tract area with the responsibility to prepare the APR. Most recently, in June 2019, LWA prepared the "Mossdale Tract Area: 2019 Annual Adequate Progress Report for Urban Level of Protection Final Report" the "APR" which is available on SJAFCA's website (<https://www.sjafca.com/pdf/mossdale/Report0419.pdf>). It has been determined the existing levees protecting the Mossdale Tract Area do not meet the updated DWR Urban Levee Design Criteria (ULDC) standards adopted in May 2012, and the existing levees are not currently certified to provide 200-year protection. Accordingly, SJAFCA, in close coordination with its member agencies, is pursuing efforts to achieve ULOP by 2025.

The LFMA's plan, described in the APR, for flood protection through the year 2025 consists of two components: (1) RD 17's ongoing Levee Seepage Repair Project (LSRP) and (2) SJAFCA Levee Improvements to achieve ULDC 200-year requirements (the Improvements).

The Improvements are being evaluated through a feasibility planning process in partnership with the State of California and in coordination with the U.S. Army Corps of Engineers. While no project can be selected for construction until that process is complete and all necessary environmental review (including CEQA) is completed, the alternative that currently appears most achievable consists of a Fix-In-Place Levee Improvement Project and an extension of the existing dryland levee in Manteca. A review of the (i) project scope, (ii) project schedule, and (iii) the cost of the completed flood protection system, all as proposed in 2016, demonstrates that they were

developed to meet the appropriate standard of protection based on information known at that time. During this last year, information has been shared by the State of California regarding potential changes in hydraulics and hydrology due to climate change. As noted above, the City of Lathrop and SJAFCA are currently advancing a Feasibility Study cost-shared by the State of California under its Urban Flood Risk Reduction (UFRR) program. As part of the UFRR study already underway, that information is being considered to determine what changes, if any, need to be made to the Improvements to ensure that they continue to meet the appropriate standard of protection. Due to the incomplete status of the UFRR study, a new determination that the Improvements meet the appropriate standard of protection will be made in conjunction with the 2019 APR. For the purposes of defining the PROJECT and related SERVICES in this RFP, it is assumed that the Improvements as currently defined (2016) will provide 200-year flood protection for the Mossdale Tract Area.

As noted above, LWA has previously prepared a preliminary feasibility assessment of a new overlay assessment district: "Revised Draft Memorandum- Mossdale Tract Area: Overlay Assessment District Rate Analysis," dated June 13, 2019 (included as Appendix D to the APR).

In recent years, State and Federal levee maintenance requirements have become increasingly more stringent. Keeping pace with these requirements has resulted in increased operations, maintenance, repair and replacement services and costs in the Mossdale Tract area. The current funding stream for this purpose may not be sufficient for the increased demands. If needed, the services funded by the proposed Overlay Assessment District may need to include operations, maintenance, repair, rehabilitation, and replacement responsibilities for the levees protecting the Mossdale Tract area. A preliminary feasibility assessment to add these services and costs to the proposed overlay assessment district, along with an evaluation of the current funding streams, will be performed by the CONSULTANT in coordination with SJAFCA staff and consultants as part of the Phase 2 PROJECT work.

3.0 SCOPE OF WORK

The **Preliminary Scope of Work** is provided and incorporated in this **RFP** in above-stated **Exhibit A**.

4.1 SERVICES PROVIDED BY SJAFCA

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

- Access without charge to data, reports, and maps that currently exist in SJAFCA files, which are necessary for carrying out the requested services; and
- Cooperation of assigned SJAFCA staff and counsel, and whenever reasonably possible, of other local agency staff coordinated through SJAFCA, in carrying out the SERVICES without undue delay.

Access to information is limited to data of record in County files and/or records and in the formats as filed and/or recorded. The CONSULTANT shall check and investigate existing information and conditions and notify SJAFCA of any deficiencies discovered.

5.1 TECHNICAL PROPOSAL FORMAT AND CONTENT REQUIREMENTS

The Technical Proposal shall not exceed thirty (30) pages. Each page of the Technical Proposal must be numbered. The 30-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; the Cost Proposal and resumes.

Note: The Technical Proposal should not include cost or rate information. A sealed Cost Proposal shall be submitted in a separate sealed envelope by the CONSULTANT. Costs for preparing and submitting a response to this **REP** is entirely the responsibility of the CONSULTANT and shall not be chargeable in any way to SJAFCA.

The required content for Technical Proposals includes Executive Summary, Project Team Capabilities, Statement of Qualifications, Approach and Work Plan and a Schedule as described below.

5.2 EXECUTIVE SUMMARY

The technical proposal must include a summary of its contents, emphasizing the technical approach, work plan, schedule, and capabilities of CONSULTANT, sub-consultants, and professional personnel. The summary should indicate an understanding of the purpose of PROJECT and the related SERVICES.

5.3 PROPOSING TEAM CAPABILITIES

- A. Signing of Proposal and Authorization to Negotiate: The technical proposal, submitted in response to this **REP**, shall include a cover letter signed by an official of the firm with the authority to negotiate and commit to terms regarding the **REP**. The proposal shall be executed by the responding consultant firm or an authorized representative. The responding consulting firm shall provide a brief statement that the firm and any sub-consultants shall be able to comply with the indemnification requirements as outlined in Section 11 "INDEMNIFICATION REQUIREMENTS". The responding consulting firm shall also provide a brief statement that the firm shall be able to obtain the required minimum insurance as outlined in Section 12 "INSURANCE REQUIREMENTS" prior to the execution of a consultant services agreement. The firm 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: CONSULTANT shall attest to the firm's affirmative action plan or other policies aimed at eliminating unlawful discrimination and a description of the firm's adoption and compliance with its plan or policy.
- C. Conflict of Interest: CONSULTANT shall disclose any financial, business, or other relationships with SJAFCA, the County, the cities Lathrop, Manteca and Stockton and other local, special districts that may have an impact on the outcome of PROJECT. A potential conflict of interest may include, but is not limited to, contracts for work related to projects with SJAFCA, in San Joaquin County, contracts with County departments, cities, special districts, and/or local land developers. CONSULTANT should also list current clients who may have a financial interest in the outcome of the PROJECT.

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

- D. Debarment and Suspension Certification: In accordance with the Code of Federal Regulations, Title 49, Part 29, Debarment and Suspension Certification, 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** of the **RFP**, shall be submitted as part of the proposal; however, it is excluded from the **RFP**'s maximum allowable length.

- E. Signature and contact information: The cover letter shall be signed by CONSULTANT's Project Manager and an official authorized to negotiate and contractually bind the firm with the SJAFCA regarding the requested services. The Project Manager shall be the main contact with SJAFCA for technical and contractual issues. **Please provide the telephone number, email, and office location of the Project Manager.**
- F. Optional, Additive Scope of Work: In addition, CONSULTANT shall provide a brief statement that, in the event that SJAFCA elects to request optional, additive scope of work and cost proposal components, SJAFCA and CONSULTANT shall finalize a negotiated amount for compensation for these components and performance of the tasks, and execute a supplemental Task Order to the Agreement for the completion of these additional services.

5.4 STATEMENT OF QUALIFICATIONS

The Statement of Qualifications (SOQ) portion of the proposal requires the following information for CONSULTANT and any sub-consultants:

- A. Provide a summary of the firm's overall capabilities, history, recent and related experience, and expertise. The proposed relationships among all key personnel and support staff that are expected to provide services associated with the proposal should also be identified. Provide information on CONSULTANT's most relevant and applicable experience. Provide information on CONSULTANT's current workload, facilities, resources, and experience that clearly demonstrate the ability to complete the required SERVICES successfully within the time constraints stated.
- B. Provide brief resumes (may be included as attachments) of CONSULTANT's key personnel anticipated to participate in the required SERVICES and an explanation of the function each key person will perform. Emphasize the experience and abilities relevant to the public finance strategy services described in this **RFP**. Also provide resumes of the sub-consultant 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.
- C. Provide a list of similar reference projects that proposed key personnel have completed within the last five years. Provide information on CONSULTANT's experience related to providing SERVICES and public finance strategies for a public agency's projects. Consulting firms that have no performance history with SJAFCA are encouraged to submit a proposal. Firms that have previously provided services to SJAFCA or its Members must include those services in the list of reference projects. The reference list should include:
- Client name, contact person, and current telephone number;
 - Project description and location;
 - Description of services provided;
 - Key personnel involved; and,
 - Sub-consultants employed.

- D. Describe at least one primary reference project, in more technical detail than those listed under 5.2-C above **that the proposed project team has completed in the last five years**. In general, the primary reference project(s) should demonstrate experience in providing the services for political, public education, and public finance strategies for a public agency's projects and specifically in performing the requested services described in this **RFP**. If possible, select a primary reference project that demonstrates support and coordination of or with similar public outreach efforts described. Specify the date the primary reference project was completed or is expected to be completed.

Describe the approach and methodology of providing the required services for the primary reference project, including any special approach. Identify the specific services performed and work products provided with a degree of detail that delineates between major and minor work tasks. Identify any supplemental tasks, deemed necessary or recommended, which enhanced the project or program, reduced cost, or expedited delivery.

Indicate the location of the prime consultant's office during the primary reference project. 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 sub-consultants that provided services to the CONSULTANT for the completion of the project and describe the role they performed. Identify the approach to and who performed quality control/assurance related to the work effort and products delivered.

5.5 APPROACH AND WORK PLAN

The technical proposal shall include a work plan which delineates the approach to be employed to complete the requested SERVICES. The work plan should demonstrate the CONSULTANT's understanding of the **Preliminary Scope of Work**, refining and/or expanding the **Preliminary Scope of Work** to reflect CONSULTANT's approach to completing the work, if applicable, and address CONSULTANT's capability to complete the work plan within the proposed schedule. The work plan should include the following:

- A. Identify the CONSULTANT 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 any sub-consultants that will be providing services to CONSULTANT for the completion of the work plan and describe the roles they will perform. 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 the approach to quality control and how or who will be performing this service.
- D. Describe the approach and methodology that will be used to provide the required services.
- E. Identify any supplemental tasks deemed necessary and recommend alternatives which may enhance the PROJECT and the SERVICES, reduce cost, or expedite delivery.

- F. Knowledge of Local Conditions and Concerns: Mossdale Tract Area is comprised of varied municipalities, special districts, communities, and some unincorporated rural area. Coordination efforts may require outreach to and participation by agricultural, retail, development, and manufacturing interests as well as homeowners and other residents. The environmental concerns include diverse natural and built terrains, with distinctive habitat and geotechnical characteristics. Describe the firm's familiarity with the area based on research, work experience, locale, or other factors.
- G. Indicate how much staff time CONSULTANT assumes SJAFCA will devote to the preparation or completion of the tasks outlined in the work plan.

5.6 SCHEDULE

CONSULTANT shall prepare and submit a comprehensive schedule to reflect the time frames required for completing each task of the CONSULTANT's work plan and show work 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. CONSULTANT is encouraged to develop additional detail regarding the work schedule, suggest changes within the constraints of the duration and end dates, and suggest changes to expedite delivery of the requested SERVICES. Consultant shall include the tentative date of execution of the consultant services master agreement by the SJAFCA Board and the issuance of Notice to Proceed according to the schedule in Section 8.1 CONSULTANT Selection Schedule.

6.1 TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS

- 6.2 SJAFCA 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 SJAFCA. 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.
- 6.3 Costs for developing proposals are entirely the responsibility of the CONSULTANT and shall not be chargeable in any way to SJAFCA. All materials submitted become the property of SJAFCA and may be returned only at SJAFCA's option.
- 6.4 **One electronic copy on CD / DVD / or USB drive, five (5) copies and one (1) unbound original** of the proposal, signed by an authorized representative, shall be delivered on or before **noon on Friday, August 9, 2019**, to:

Ms. Marlo Duncan
San Joaquin Area Flood Control Agency
22 East Weber Avenue, Room 301
Stockton, California 95202

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

Technical Proposal

**CONSULTING SERVICES FOR PREPARATION OF ENGINEER'S REPORT IN
SUPPORT OF FORMATION OF PROPOSED URBAN LEVEL OF
FLOOD PROTECTION (ULOP) IMPROVEMENTS AND SERVICES FOR
MOSSDALE TRACT AREA OVERLAY ASSESSMENT DISTRICT
REQUEST FOR PROPOSALS
(SJAFCA-RFP-19-01)**

(Name of Submitting Firm)

OPEN BY CONSULTANT SOLICITATION STAFF ONLY

Technical proposals received later than the above date and time will be rejected and returned to sender unopened.

7.1 PROPOSAL TECHNICAL QUESTIONS

- 7.2** General questions regarding the solicitation may be directed to Marlo Duncan, Project Manager, at (209) 937-7900 or by e-mail at Marlo.Duncan@stocktonca.gov.

Technical questions that might require a clarification of the **RFP** should be directed to Marlo Duncan at Marlo.Duncan@stocktonca.gov. Email is preferred, but questions can also be directed to the attention of Marlo Duncan, Project Manager or by mail at:

San Joaquin Area Flood Control Agency
22 East Weber Avenue, Room 301
Stockton, California 95202

- 7.3** SJAFCA will provide any new information about this **RFP**, which might affect the quality of submitted proposals, through an established question-and-answer process. The release of this **RFP** marked start of this formal process whereby all questions are 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 SJAFCA's response are shown below in CONSULTANT Selection Schedule. SJAFCA will provide responses to questions and the release of an addendum only if SJAFCA 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 SJAFCA website:

www.sjafca.com

- 7.4** No written technical questions regarding this **RFP** will be considered after July 24, 2019.

8.1 CONSULTANT SELECTION PROCESS

- 8.2** Consultant Selection Schedule: SJAFCA will follow CONSULTANT selection schedule listed below, but SJAFCA reserves the right to modify the schedule in any manner necessary to serve the best interests of SJAFCA:

Release Request for Proposals..... Friday, July 19, 2019
 Written Questions Submitted to SJAFCA by Wednesday, July 24, 2019
 SJAFCA Responds to Written Questions Friday, July 26, 2019
Technical Proposals Due from Consultant Friday, August 9, 2019 by noon
 Notification/Scheduling Oral Interviews Wednesday, August 14, 2019
 Consultants Oral Interviews (if needed).....Monday, August 19, 2019
 Consultant Selection/Notification.....Wednesday, August 21, 2019
 Conclude Agreement Negotiations.....Friday, August 30, 2019
 SJAFCA Board Execute Full Scope AgreementTuesday, September 10, 2019
 Notice to Proceed on Remaining Scope of Work..... Thursday, September 12, 2019

8.3 Technical Proposal Evaluation: SJAFCA will review the technical proposals for completeness, clarity, and content. Each proposal will be reviewed to determine if it meets the requirements contained in Section 5 “TECHNICAL PROPOSAL CONTENT REQUIREMENTS”. Failure to meet the requirements will be cause for rejection of the proposal. SJAFCA may reject any proposal if it is conditional, incomplete, or contains irregularities. SJAFCA 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 CONSULTANT from any terms of an executed consultant services master agreement, should one be awarded.

The selection committee, which evaluates and ranks the Statement of Qualifications, will also evaluate technical proposals that meet the **RFP** requirements. The evaluation of the written qualifications and proposals will be based on the criteria shown in **Attachment B** of the **RFP**. The selection committee may include members of the public, staff from other local agencies with relevant expertise and interest, as well as staff or consultants of SJAFCA.

Consultants 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.

8.4 Oral Presentation and Interview Selection Process: An oral presentation and interview may be conducted with the highest ranked consultants. Rankings will be made by the selection committee following evaluation and scoring of the submitted SOQs and technical proposals. SJAFCA currently plans to interview up to 3 firms but may choose to increase or decrease the number of firms interviewed. Those firms invited to interviews will be notified of the dates and times of their interviews. SJAFCA anticipates that oral interviews will be arranged according to the schedule on Section 8.1 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 unresponsive and the firm will be eliminated from further consideration. Oral presentations and interviews will be evaluated using the criteria shown in **Attachment B** of the **RFP**.

8.5 Cost Proposals: Upon completion of the Oral Interviews (if needed) and SJAFCA’s consultant ranking, SJAFCA will review the sealed cost proposal of the highest ranked consultant. The sealed cost proposal will be used as a starting point for consultant services agreement negotiations with the highest ranked CONSULTANT selected on the basis of its 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, estimated task hours, and other costs. CONSULTANT shall provide specific hourly rates for each class of employee or piece of equipment. Other direct costs may be set forth as independent cost items with supporting cost documentation. CONSULTANT's estimate shall be based upon specific billing rates and shall include supporting information to allow a determination of the itemized hours per task, cost per task, and levels of effort allotted to each task by CONSULTANT as well as sub-consultants. The cost proposal shall include a schedule for each major task and/or milestone and a summary cost proposal of all costs. The cost proposal should be supported with a spreadsheet table including all the above information for easy visualization of the project tasks and costs for the entire project.

- 8.6** Selection: SJAFCA will tabulate final scores for qualifications, written proposal, oral presentation, and interview. These will be used as the basis for selection and firms will be ranked for consultant services agreement negotiations. The sealed cost proposal of the highest ranked consultant and any other consultant within 5 points of the top ranked consultant will be opened after the firms have been ranked for consultant services agreement negotiation.

Following review of the cost proposal(s), SJAFCA will then select a consulting firm to negotiate with. SJAFCA may select the top ranked firm or another firm that is within 5 points of the top ranked firm. SJAFCA will then proceed to negotiate a consultant services master agreement. If an agreement cannot be reached after a reasonable period of time, as determined by SJAFCA, then SJAFCA will terminate negotiations with that consulting firm and negotiations will be opened with another firm for which the cost proposal was previously opened, and if there is no such other firm then with the second ranking firm. The compensation discussed with one prospective CONSULTANT will not be disclosed or discussed with another consultant.

SJAFCA's standard consultant services master agreement is shown as **Exhibit B**. SJAFCA reserves the right to modify this standard template in order to meet the needs of this scope of services and contracting arrangements. The prospective CONSULTANT is also advised that the agreement will not be in force until it is approved and fully executed by SJAFCA. The CONSULTANT will be required to satisfy all insurance certification requirements before SJAFCA issues a Notice to Proceed.

9.1 PROJECT and SERVICES REQUIREMENTS AND STANDARDS

All PROJECT and SERVICES must meet the following requirements and standards:

- 9.2** The CONSULTANT will work closely with SJAFCA, other affected agencies, and other consultants and contractors involved in the PROJECT. SJAFCA will manage and administer CONSULTANT's SERVICES. SJAFCA will exercise review and approval functions through SJAFCA's Project Manager, or designated representative, during the PROJECT and SERVICES. CONSULTANT will present all memoranda, reports, deliverables and other documentation in the general form agreed to by SJAFCA. All work products will be the property of SJAFCA.

- 9.3** CONSULTANT will be solely responsible for the accuracy and completeness of all data contained in memoranda, working papers, reports, and deliverables. SJAFCA's Project Manager will exercise review and approval functions at key points and milestones during PROJECT and SERVICES and conduct work status reports and meetings with CONSULTANT.
- 9.4** CONSULTANT will implement and maintain quality control procedures during the preparation of memoranda, working papers, reports, and deliverables for the PROJECT and SERVICES. The quality control procedures will be in effect during the entire time SERVICES are being performed for the PROJECT. All work products submitted to SJAFCA'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.
- 9.5** CONSULTANT shall complete its work plan associated with its Phase 2 and 3 work within a period of approximately twelve (12) months from the time CONSULTANT is issued a Notice to Proceed by SJAFCA. The CONSULTANT shall indicate in the proposal whether the work plan can be realistically completed in more or less time than that stated above.
- 9.6** If CONSULTANT fails to provide the SERVICES to be developed and set forth in a consultant services master agreement, then SJAFCA will have the right to withhold payment and terminate the agreement at any time prior to completion upon receipt of written notice.

10.1 SERVICES SCHEDULE / PROGRESS PAYMENTS

The timely completion of the various tasks outlined in this **RFP** is essential to assure the successful advancement of PROJECT and assure local program delivery and project development. At the beginning of the work effort for the requested SERVICES, CONSULTANT shall prepare a progress schedule showing clearly the various work tasks and the estimated time required for completion of each task. 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 progress schedule shall be updated throughout the course of the PROJECT and SERVICES as needed and requested by SJAFCA.

- 10.2** CONSULTANT shall submit payment requests monthly. The progress payment invoice shall contain sufficient detail to define the amount of work being billed and to allow an evaluation of the percentage of work accomplished with respect to the extent of budget expenditures made to date.

11.0 INDEMNIFICATION REQUIREMENTS

Consultant shall be required to be able to comply with the SJAFCA's hold harmless and indemnification requirements referenced below as part of the SJAFCA's consultant services master agreement.

"HOLD HARMLESS AND RESPONSIBILITY OF CONTRACTORS. Consultant shall indemnify, defend, and hold harmless the Agency, its officers, employees, and

agents from and against any and all claims, loss, costs, expenses (including, but not limited to, attorney's fees and costs incurred by the Agency), injury, or damage to the extent caused by the recklessness, negligent acts or omissions, or intentional misconduct of Consultant, its employees, officers, or agents, or any of its contractors or subcontractors used in performance of this Agreement arising out of the Services to be provided under this Agreement."

12.1 INSURANCE REQUIREMENTS

12.2 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 SJAFCA. Certificates of insurance must indicate that the coverage cannot be reduced or canceled until thirty (30) days' written notice has been furnished to SJAFCA. SJAFCA's minimum insurance requirements will not be subject to negotiation.

- A. CONSULTANT firm shall obtain and keep in full force and effect during the life of the consultant services agreement, at CONSULTANT firm'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 SJAFCA as additional insured, and shall expressly indicate that such insurance is related to the CONSULTANT firm's activities under the agreement.
- B. CONSULTANT firm shall obtain, at CONSULTANT firm'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: CONSULTANT firm shall take out and maintain, during the life of the agreement, workers' compensation insurance for all of the CONSULTANT firm's employees employed for the PROJECT, and, in case any work is sublet, the CONSULTANT firm shall require sub-consultants 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 CONSULTANT firm shall provide and shall cause any sub-consultant to provide insurance for the protection of employees engaged in hazardous work.

12.3 CONSULTANT firm shall furnish a Certificate of Insurance to SJAFCA upon execution of the consultant services agreement and prior to issuance of the Notice to Proceed, indicating that the CONSULTANT firm, at its expense, has purchased and is maintaining insurance from an insurer admitted to the State of California and satisfactory SJAFCA. Such certificates shall state that SJAFCA 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 CONSULTANT firm. Adequate proof of insurance in compliance with the above requirements shall be furnished to SJAFCA. An additional insured endorsement to CONSULTANT firm's liability insurance policy naming SJAFCA and its officers and

employees as additional insured shall be furnished to SJAFCA. Notwithstanding the above, CONSULTANT firm's liability insurance policy shall be endorsed as primary insurance.

13.1 CONSULTANT PROVISIONS

13.2 Funding Requirements: The consultant services master agreement may be written and will be valid and enforceable provided sufficient funds are made available to SJAFCA. In addition, the consultant services master 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 PROJECT and SERVICES the agreement shall be amended to reflect any reductions in funds. SJAFCA shall have the option to void the agreement under a thirty (30)-day cancellation clause or to amend the agreement to reflect any reduction of funds.

13.3 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 SJAFCA and no further agreement will be necessary to transfer ownership to SJAFCA. CONSULTANT shall furnish all necessary copies of documentation needed to complete PROJECT and SERVICES in performance of the agreement.

SJAFCA 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 sub-consultant services agreement shall contain provisions similar to the foregoing related to the ownership of data and the patent rights of the same.

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

CONSULTANT shall not comment publicly to the press or any other media regarding the executed consultant services master agreement, or the actions of SJAFCA on the same, except to staff from SJAFCA or 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 sub-consultant service agreement shall contain provisions similar to the foregoing related to the confidentiality of data and nondisclosure of the same.

13.5 Notice to Proposers Disadvantaged Business Enterprise Information: SJAFCA 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 services master 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").

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.

14.1 GENERAL INFORMATION

14.2 SOQ and Proposal Confidentiality: Prior to SJAFCA executing the consultant master services agreement, all consultant firm SOQs, proposals, and solicitation documentation will be designated confidential to the extent permitted under the California Public Records Act. After the consultant services master 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 consulting firm purporting to render all or portions of the SOQ and/or proposals confidential shall be considered non-effective and shall be disregarded.

14.3 SJAFCA Rights: SOQ's and technical proposals received within the prescribed deadline become the SJAFCA property of SJAFCA and all rights to the contents therein become those of SJAFCA. SJAFCA may investigate the qualifications of any CONSULTANT firm under consideration, require confirmation of information furnished by a CONSULTANT firm, and/or require additional evidence of qualifications to perform the work described. SJAFCA 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 sub-consultants.
- H. Negotiate with any, all, or none of the Request for Proposals respondents.
- I. Award an agreement to one or more CONSULTANT firms.
- 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 SJAFCA to enter into a consultant services master agreement, nor does it obligate SJAFCA 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 7 Proposal Technical Questions.

Thank you for your interest in the PROJECT and SERVICES.

Attachments and Exhibits

Attachment A: Debarment & Suspension Certification

Attachment B: Proposal/Qualifications Evaluation Worksheet

Exhibit A: Preliminary Scope of Work

Exhibit B: Consultant Services Master Agreement

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION**

The prime consulting firm certifies, except as noted below, that no person, serving the firm 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.

Signature

Consultant Firm Name

QUALIFICATIONS EVALUATION WORKSHEET

	a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score
<u>WRITTEN QUALIFICATIONS</u>			
A. Firm’s Overall Capabilities as requested in 5.4A,	2.00	-	_____
B. Key Personnel as requested in 5.4.B.	1.00	-	_____
C. Similar & Primary Reference Projects in 5.4 C & D	2.00	-	_____
D. Demonstrated knowledge and experience of public finance strategies in 5.4	1.00	-	_____
E. Knowledge of Local Conditions in 5.5 F	1.00	-	_____
SUBTOTAL WRITTEN SCORE (70.0 POINTS MAXIMUM)			_____
<u>ORAL PRESENTATION/INTERVIEW</u>			
A. Demonstrated knowledge of required work	1.00	-	_____
B. Demonstrated ability to develop successful strategies	1.00	-	_____
C. Demonstrated capabilities of firm/subconsultant project team	0.50	-	_____
D. Demonstrated knowledge of local/regional issues	0.50	-	_____
SUBTOTAL INTERVIEW SCORE (30.0 POINTS MAXIMUM)			_____
TOTAL SCORE (WRITTEN + ORAL = 100 POINT MAXIMUM)			_____

EVALUATOR _____

DATE _____