

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
REQUEST FOR QUALIFICATIONS AND PROPOSAL (RFQ/P)
FOR PUBLIC OUTREACH SERVICES**

(SJAFCA-RFP-19-02)

1.0 INTRODUCTION

The San Joaquin Area Flood Control Agency (SJAFCA) is seeking proposals under this Request for Qualifications and Proposal (RFQ/P) from a public outreach firm (CONSULTANT) to provide various services designed to support the projects and funding efforts of SJAFCA. These services include specific project based public outreach services as well as on-call public outreach services to improve the overall public awareness of SJAFCA's efforts as further described within this RFQ/P. The selected CONSULTANT shall be contracted by SJAFCA to perform the public outreach services (SERVICES) and the CONSULTANT will be required to provide all labor, equipment, tools, and facilities necessary for completion of its SERVICES.

2.0 SJAFCA DESCRIPTION

SJAFCA is a Joint Powers Authority (JPA) that was created in May 1995 between the City of Stockton, San Joaquin County and the San Joaquin County Flood Control and Water Conservation District for the purpose of addressing flood protection for the City of Stockton and surrounding county area. On November 16, 2017, the Joint Exercise of Powers Agreement (JEPA) was expanded to include the Cities of Lathrop and Manteca. SJAFCA has a nine-member Board of Directors with representation from the San Joaquin County and the Cities of Stockton, Lathrop and Manteca and the public.

3.0 SJAFCA PROJECTS

SJAFCA has multiple large-scale flood risk reduction projects underway within San Joaquin County.

Within the Stockton area, SJAFCA is the local sponsor of the Federally authorized Lower San Joaquin River Feasibility Study Recommended Project (LSJRP), a \$1.0+ billion effort that will reduce flood risk to North and Central Stockton. Additional Information regarding this project can be found online here: https://www.spk.usace.army.mil/lower_sj_river/. SJAFCA has entered into a Preconstruction, Engineering and Design (PED) Agreement with the United States Army Corps of Engineer (USACE) to advance the design of the first increment of the recommended project. Local interest in the recommended project includes SJAFCA, San Joaquin County, Stockton and Reclamation District No.'s 1608, 2074, 1614, 828 and 404. SJAFCA's public outreach efforts will include coordination with this large set of stakeholders as well as the general public as it relates to this project.

SJAFCA is currently in the process of finalizing plans and specifications for the award of a construction contract for the Smith Canal Gate Project, **a critical component of the Lower San Joaquin River Project (LSJRP)**. The Smith Canal Gate Project is a \$60 million flood control facility that will be constructed at the mouth of Smith Canal in Stockton. This project is being advanced locally by SJAFCA through funding partnership with the DWR. Additional information regarding this project can be found online here: https://www.sjafca.com/smith_canal_closure.php.

SJAFCA is also the Local Flood Management Agency (LFMA) responsible for reporting on efforts to achieve an Urban Level of Flood Protection (ULOP) in the Mossdale Tract Area (Reclamation District No. 17) to the Central Valley Flood Protection Board (CVFPB) and the Department of Water Resources (DWR). SJAFCA's efforts will include improving the levees to the West and North of Mossdale Tract and extended the Dry Land levee to the South of Manteca further East. Additional information regarding this project can be found online here: https://www.sjafca.com/mossdale_tract.php. SJAFCA is currently in the process of implementing the various funding mechanisms for this project and the work associated with this RFQ/P supports this work.

As it relates to the implementation of SJAFCA's funding program for ULOP within the Mossdale Tract Area, SJAFCA is currently working to establish an Overlay Assessment District (OAD) and an Enhanced Infrastructure Financing District (EIFD). Both of these funding programs require, as part their local legislative approval, public noticing and, in the case of the OAD, a property owner balloting process. The Agency has engaged the services of an Assessment Engineer for the OAD establishment. In addition to an assessment engineer, a public outreach firm is needed to ensure that proper noticing and public education takes place regarding the OAD formation. Further, because the EIFD formation process also requires mailed noticing and the formation process is expected to take place during the same timeframe as the OAD, coordinated public outreach efforts must take place. As a result, this RFP/Q is intended to cover both of these process and other services as needed.

4.0 SCOPE OF SERVICES

The following shall constitute the general tasks associated with the requested Services. As part of the CONSULTANT's response to this RFQ/P, the CONSULTANT shall prepare a proposed Scope of Work that accommodates the following requests of SJAFCA. The CONSULTANT shall provide:

1. Support for the Agency's general public outreach needs that considers the short and long-term activities of the Agency. The scope of the support should take into consideration the Agency's adopted Strategic Plan Mission and Objectives. The CONSULTANT shall identify and provide all needed outreach materials and activities to support this effort.
2. Coordination and public outreach support for SJAFCA's advancement of the USACE LSJRP PED Agreement and associated local sponsor activities required by that Agreement.
3. Comprehensive public education and outreach services to support the Proposition 218 property owner balloting proceeding process for the formation of the OAD. These services should cover any recommended public opinion research, stakeholder outreach, preparation and production of any recommended and required outreach materials for noticing and balloting, any recommended online social media and/or webpage content development, public workshops, and any other recommended strategy for public and stakeholder engagement. For the purposes of estimating level of effort, the CONSULTANT should assume that there are 14,000 properties within the OAD and EIFD. All work should take place in coordination with the agency's previously selected Assessment Engineer and Agency legal counsel.
4. Comprehensive public education and outreach services needed to support the EIFD formation process. This includes the preparation of any required mailed noticing pursuant to EIFD law. All work should take place in coordination with agency's previously selected EIFD

formation consultant(s) and Agency legal counsel.

Coordination of Work Effort: Consulting services associated with formation of the OAD and EIFD have been engaged by SJAFCA. SJAFCA has engaged Larsen Wurzel & Associates, Inc. (LWA) to assist with the formation of the EIFD and Willdan Financial Services, Inc. (WFS) to assist with the formation of the OAD. As noted above, the selected CONSULTANT will be expected to work closely with and coordinate all public outreach efforts with these firms. In preparing a proposed Scope of Work in response to this RFP/Q, the consultant should demonstrate its experience working with similar firms on similar projects.

Estimated SERVICES Duration: SJAFCA expects that the above tasks will extend for a period of no less than 24 months from the date of engagement of the CONSULTANT. The CONSULTANT is expected to provide a budgeted level of effort for this duration of services.

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 County files, which are necessary for carrying out the requested services; and
- Cooperation of assigned SJAFCA staff and consultants whenever reasonably possible, or 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.

Extension of Services by SJAFCA: SJAFCA intends to evaluate submissions to select a CONSULTANT for the above scope as well as future on-call services that may be required by SJAFCA for these or other projects. Therefore, it is expected that SJAFCA will execute a contract with CONSULTANT that will include authorization for such future tasks as can be agreed to by SJAFCA and CONSULTANT without the need to separately issue and evaluate responses to future RFP/Qs.

5.0 RFP/Q SCHEDULE

SJAFCA will follow schedule listed below, but SJAFCA reserves the right to modify the schedule in any manner necessary to serve the best interests of SJAFCA:

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| Release of RFQ/P | Wednesday, October 16, 2019 |
| Deadline to submit questions to SJAFCA | 4:00 PM Monday, October 21, 2019 |
| SJAFCA Responds to Written Questions..... | Thursday, October 25, 2019 |
| RESPONSE DUE FROM CONSULTANT..... | 4:00 PM WEDNESDAY, NOVEMBER 13, 2019 |
| Notification/Scheduling Oral Interviews (if needed) | Friday, November 15, 2019 |
| Consultant Oral Interviews (if needed)..... | Wednesday, November 20, 2019 |
| Consultant Selection/Notification | Friday, November 22, 2019 |
| Contract Approval | Friday, December 6, 2019 |

6.0 QUESTIONS

Questions regarding this RFQ/P, including requests for clarification, should be submitted in writing to Marlo Duncan, Project Manager by e-mail at Marlo.Duncan@stocktonca.gov or in writing to:

Marlo Duncan, Project Manager
c/o San Joaquin Area Flood Control Agency
22 East Weber Avenue, Room 301
Stockton, California 95202

Answers to questions or clarifications will be posted to SJAFCA's website: <http://www.sjafca.com/> and via email to proposers that have requested email updates.

7.0 PROPOSAL FORMAT AND CONTENT REQUIREMENTS

Proposals should follow the format outlined below:

- Transmittal/Signature/Cover page
- Firm Profile & Qualifications
- References
- Resumes of Team Members
- Proposed Scope of Services
- Certification / Exceptions to RFP Conditions
- Level of Effort estimate and Bill Rates

Transmittal/Signature/Cover Page – This page will include the title information and the signature of the Proposer principal, who shall be an individual, partner, officer or officers authorized to execute legal documents on behalf of the Proposer.

Firm Profile & Qualifications – This section of the proposal is designed to establish the CONSULTANT as an entity with the ability and experience to provide the requested services as stated in this RFQ/P. This section should address items such as, the history and age of the firm, the number of years of experience providing the proposed, equivalent, or related services, the firms capabilities and any other unique differentiating factors that qualify the firm to provide the requested services. The proposing firm should also demonstrate its understanding of the local conditions and concerns of the public within this section.

References – The CONSULTANT should provide information regarding a minimum of three (3) references of similar work performed within the last five years. References should describe relevant and/or similar work to the requested services and demonstrate the CONSULTANT's capability to complete the requested services. References should include current contact information (address, e-mail and telephone number) for a person associated with and familiar with the services performed.

Resumes – The CONSULTANT should identify the person(s) responsible for administering or providing the Services and provide a resume describing the identified person(s) qualifications, education and experience.

Proposed Scope of Services – All proposals should include a Proposed Scope of Work detailing the approach to the requested services address in this RFP/Q. The Proposed Scope of Work should identify the tasks proposed to be provided with sufficient detail to demonstrate a general understanding of the requirements of the services and the proposers capabilities to provide the requested services, a description of how the services will be performed, and description of the specific deliverables associated with each task.

Certification / Exceptions to RFQ/P Conditions – In submitting a proposal in response to this RFQ/P, the CONSULTANT is certifying that it takes no exceptions to the conditions described in

this RFQ/P with the exception of those noted within this section. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. If Proposer has no clarification, exception, or deviation, a statement to that effect shall be included in this section.

Level of Effort Estimate and Bill Rates – Proposals should present an estimate of the level of effort, in terms of estimated personnel hours, required to complete each identified task within CONSULTANT’s Proposed Scope of Services. The Proposer should also provide hourly bill rates for each classification involved in the project.

The Proposal shall not exceed Thirty (30) pages. Each page of the 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 Cost Proposal.

8.0 PROPOSAL SUBMISSION REQUIREMENTS

Please submit one electronic copy on CD / DVD / or USB drive or by e-mail to Marlo.Duncan@stocktonca.gov, three (3) copies and one (1) unbound original copy of your proposal signed by an authorized representative. Proposals shall be delivered on or before **4:00 pm on Wednesday, November 13, 2019**, to:

Marlo Duncan, Project Manager
c/o 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:

PROPOSAL
SAN JOAQUIN AREA FLOOD CONTROL AGENCY
REQUEST FOR QUALIFICATIONS AND PROPOSAL (RFQ/P)
FOR PUBLIC OUTREACH SERVICES
(SJAFCA-RFP-19-02)

[NAME OF SUBMITTING FIRM]

OPEN BY CONSULTANT SOLICITATION STAFF ONLY

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

9.0 SIGNING OF PROPOSAL / AUTHORIZATION TO NEGOTIATE / TERMS & CONDITIONS

The proposal, submitted in response to this RFQ/P, shall include a transmittal signed by an official of the firm with the authority to negotiate and commit to the terms of this RFQ/P.

The responding firm shall comply with all terms and conditions described within this RFQ/P. Any exception to any term or condition described within this RFP must be noted within the CONSULTANT’s written proposal.

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.

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.

Optional, Additive Scope of Work: In the event that SJAFCA elects to request optional, additive scope of work and cost proposal components, SJAFCA and CONSULTANT shall work together in good faith to finalize a negotiated amount for compensation for any additional components and performance of the tasks, and execute a supplemental Task Order or Amendment to the Agreement for the completion of these additional services.

Option Not to Award and/or Reject Proposals: 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.

Proposer Costs: 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.

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."

Insurance Requirements: 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. The following presents a summary of the insurance requirements. All insurance requirements must be consistent with the terms of SJAFCA's Master Services Consultant Agreement attached as **Exhibit A** to this RFQ/P. SJAFCA's minimum insurance requirements will

not be subject to negotiation.

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). If commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the engagement/project/location or the general aggregate limit shall be twice the required occurrence limit. Automobile liability insurance shall have a combined single limit per accident for bodily injury and property damage in the minimum amount of One Million Dollars (\$1,000,000). Workers' Compensation shall be in the limits as required by the Labor Code of the State of California and Employers Liability limits shall be \$1,000,000 per accident. 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.

CONSULTANT firm shall obtain, at CONSULTANT firm's own expense, and provide evidence of Professional Liability Insurance in the amount of \$1,000,000 per / \$1,000,000 annual aggregate to adequately protect the Consultant against liability caused by negligent acts, errors or omissions on the part of the Consultant in the course of performance of the services specified in an Agreement.

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.

10.0 CONSULTANT SELECTION PROCESS

Proposals will be evaluated based on the criteria listed below, including but not limited to:

- Overall responsiveness and general understanding of the RFP requirements
- Proposer's experience, capability and approach to providing the requested services
- References with demonstrated success with similar work to the SERVICES
- Clarifications, exceptions and/or deviations to the RFQ/P terms and conditions

Proposal Evaluation: SJAFCA will review the proposals for completeness, clarity, and content. Each proposal will be reviewed to determine if it meets the requirements of this RFQ/P. 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 RFQ/P documents and it shall not exempt CONSULTANT from any terms of an executed consultant services master agreement, should one be awarded.

A selection committee comprised of SJAFCA staff and consultants, will evaluate the proposals that meet the RFQ/P requirements. The evaluation of the written qualifications

and proposals will be based on the criteria listed above.

Proposers 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.

Oral Presentation and Interview Selection Process: An oral presentation and interview may be conducted with the highest ranked consultants following. Rankings will be made by the selection committee following evaluation of the submitted Proposals. Those firms invited to interview will be notified of the dates and times of their interviews. 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.

The selection committee will finalize its evaluation of the qualifications, written proposal, oral presentation, and interview. This evaluation will be used as the basis for selection and firms will be ranked for consultant services agreement negotiations.

SJAFCA will then negotiate a consultant services master agreement with the top ranked consulting firm. If an agreement cannot be reached after a reasonable period of time, as determined by SJAFCA, then SJAFCA will terminate negotiations with the number one ranked consulting firm and negotiations will be opened with the second ranking firm. The compensation discussed with one prospective CONSULTANT will not be disclosed or discussed with another consultant.

The selected CONSULTANT will be the highest-ranking firm that has successfully negotiated the terms for award of the consultant services master agreement. The selected CONSULTANT will be requested to enter into a consultant services master agreement with SJAFCA. SJAFCA's standard consultant services master agreement is shown as **Exhibit A**. 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.