



REQUEST FOR PROPOSALS

For

ADVANCED CLEAN ENERGY FLEET TRANSITION ASSESSMENT PLAN REQUEST FOR PROPOSALS

SJCDPW-RFP-24-04

June 18, 2024



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

Solicitation #SJCDPW-RFP-24-04

**COUNTY OF SAN JOAQUIN
DEPARTMENT OF PUBLIC WORKS
ADVANCED CLEAN ENERGY FLEET TRANSITION ASSESSMENT PLAN
Request for Proposals
SJCDPW-RFP-24-04**

1.0 INTRODUCTION

San Joaquin County (County) comprises the Stockton–Lodi–Tracy metropolitan statistical area within the regional San Jose–San Francisco–Oakland combined statistical area. The County is located in Northern California's Central Valley just east of the very highly populated nine-county San Francisco Bay Area region and is separated from the Bay Area by the Diablo Range of low mountains with its Altamont Pass. The County encompasses an area of 1,426 square miles, including 35 square miles of water and waterways, with seven cities — Escalon, Lathrop, Lodi, Manteca, Ripon, Stockton, and Tracy — The San Joaquin County Department of Public Works (SJCDPW) has a long history of providing responsive public service and innovative programs while operating under sound fiscal principles.

SJCDPW requests technical proposals from qualified consulting firms to undertake, perform, and complete the tasks set forth in Request for Proposals (RFP) – SJCDPW-RFP-24-04. The selected qualified consulting management firm (FIRM) will perform professional services for the Advanced Clean Energy Fleet Transition Assessment Plan (PLAN).

BACKGROUND

The SJCDPW Fleet Services Division manages the entire fleet of 1,200+ vehicles for the County, including capital replacement, maintenance and repairs, law enforcement upfitting, and fueling systems. Fleet composition includes sedans, SUVs, vans, pickup trucks, medium and heavy-duty trucks, and construction equipment. SJCDPW is seeking a consultant to perform analytical and technical services for the proposed PLAN to develop a Zero-Emission Vehicle (ZEV) adoption plan for our fleet to remain in compliance with the California Air Resources Board (CARB), Advanced Clean Fleet regulations (ACF) for government agencies. The PLAN will address all vehicles and departments within the County. FIRM will be requested to enter into a Consulting Services Agreement with San Joaquin County (County). All work shall comply with San Joaquin County Policies.

The requested professional services shall include, but will not be limited to, the following:

- Analyze the current County fleet, ZEV marketplace, and infrastructure
- Analyze and identify products within the marketplace that are equitable replacements for existing ICE vehicles
- Analyze and identify infrastructure to meet ZEV charging requirements for each location
- Develop a plan to introduce ZEVs into San Joaquin County's fleet and maintain compliance with CARB ACF
- Analyze and identify funding sources for ZEVs and infrastructure i.e.: grants, low cost lending, etc.

2.0 PRELIMINARY WORK SCOPE

SJCDPW's Preliminary Work Scope (SCOPE) is shown as EXHIBIT "A". Interested firms will need to respond to all tasks as defined in EXHIBIT "A".

3.0 SERVICES PROVIDED BY SJCDPW AND RESTRICTIONS

SERVICES PROVIDED BY SJCDPW

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

- 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 SJCDPW staff in carrying out the work on the PLAN without undue delay.

Access to information is limited to data of record in County files and in the formats as recorded. The FIRM shall check and verify existing information and conditions and notify SJCDPW of any deficiencies or concerns.

SJCDPW reserves the right to eliminate, reduce or modify the SCOPE or to perform any of said work with SJCDPW staff.

4.0 PROPOSAL FORMAT AND CONTENT REQUIREMENTS

Each page of the proposal must be numbered, and the total number of pages may not exceed fifty (50) pages or twenty five (25) double-sided, standard pages (8 ½ by 11”). 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 other attachments described below.

The Technical Proposal should not include cost or rate information. County will only request Cost Proposal from the highest ranked FIRM. Costs for preparing and submitting a response to this RFP are entirely the responsibility of FIRM and shall not be chargeable in any way to SJCDPW.

The required content, described below, includes a Cover Letter, Executive Summary, Approach and Work Plan, and Schedule and Task Effort Worksheet.

4.1 COVER LETTER

- A. Authorization and Compliance: The technical proposal must be delivered with a cover letter signed by an official or representative authorized by FIRM to negotiate and commit to terms regarding the RFP. FIRM shall provide a brief statement addressing the ability of the FIRM and any subconsultants to comply with the indemnification requirements as outlined in Section 10.0 “INDEMNIFICATION REQUIREMENTS,” and the required minimum insurance as outlined in Section 11.0 “INSURANCE REQUIREMENTS”. FIRM 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: FIRM shall attest to its 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: FIRM shall disclose to SJCDPW 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 PLAN, contracts with County departments, cities, developers, current clients, and other parties who may have a financial interest in the outcome of the PLAN. At the County’s discretion, a potential conflict of interest may be waived or factored into the final award decisions and/or a modified scope of work. Please refer to EXHIBIT B “Boilerplate Consultant Agreement” for more information about conflict of interest.
- D. Debarment and Suspension Certification: In accordance with the Code of Federal Regulations, Title 49, Part 29, Debarment and Suspension Certification, FIRM shall certify that there are currently no suspensions, debarments, voluntary exclusions, or ineligibility determinations by any federal agency. The completed Debarment and Suspension Certification, Attachment “A”, shall be submitted as part of the proposal; however, it is excluded from the RFP’s maximum allowable length.

- E. State Prevailing Wage Rates: FIRM shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1773, and all federal, state, and local laws and ordinances to the work.
- F. Signature and contact information: The cover letter shall be signed by FIRM's Project Manager and an official authorized to negotiate and contractually bind FIRM with the County regarding the requested services. The Project Manager shall be the main contact with SJCDPW for technical and contractual issues. **Please provide the telephone number, email, and office location of the Project Manager.**
- G. Optional, Additive Scope of Work: CONSULTANT shall provide a brief statement acknowledging SJCDPW's option to request optional, additive work as described in the Preliminary Work Scope. The statement shall further recognize that FIRM and SJCDPW will execute a Task Order specifying the additional services requested and the negotiated amount of additional compensation.

4.2 EXECUTIVE SUMMARY

The proposal includes a summary of the approach, work PLAN, schedule, and capabilities of FIRM, subconsultants, and professional personnel. The summary should indicate an understanding of the purpose of PLAN and the required services.

The Statement of Qualifications (SOQ) portion of the proposal shall contain the following information for the FIRM and all subconsultants:

- A. 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 for the PLAN should also be identified. Provide information on the FIRM's experience related to providing the requested services for the PLAN. Provide information on the FIRM's current workload, facilities, resources, and experience that clearly demonstrate its ability to successfully complete the PLAN within the time constraints stated.
- B. Resumes of key personnel anticipated to participate in the PLAN and an explanation of the function that each key person will be performing. Provide information on the key personnel's experience related to providing services for the PLAN. Similar information is required for each subconsultant's proposed personnel utilized, if any, and the approximate percentage of their contribution.
- C. A list of similar reference projects, comparable in nature to the proposed PLAN that the key personnel anticipated to participate on this PLAN have completed. Provide information for the experience of the key personnel related to providing the requested services for the PLAN. FIRM shall include FIRM's performance in providing previous service to SJCDPW for consideration.

The reference list should include:

- Client name, contact person, and current telephone number (Note: If the contact person or telephone numbers are incorrect, then the firm will receive zero points for that reference);
 - Project description and location;
 - Description of services provided;
 - Budget performance;
 - Schedule performance;
 - Key personnel involved; and,
 - Subconsultants employed.
- D. Describe at least one primary reference project example, in more technical detail than those listed above, related to providing similar requested services for the PLAN. It is preferable that the primary reference project as closely as possible resemble the work effort required for the PLAN. Describe the approach and the methodology that were used to provide the required services including any equipment or special software. Clearly identify the specific level of provided services that were

performed and subsequent work products that were produced or delivered. The level of detail must clearly delineate between major and minor work tasks. Identify any supplemental tasks that were deemed necessary or recommended which enhanced the engineering work, reduced cost, or expedited delivery.

Indicate where the FIRM's office was located. If the work was shared among FIRM's different offices, identify the office locations and the work that were performed in each office. Identify the project manager's specific responsibilities. List all subconsultants that provided services to the FIRM for the completion of the PLAN and describe the role they performed. Identify who performed quality control/assurance and provide a percentage of time that was devoted by FIRM 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 engineering work. Include names, addresses, and current telephone numbers of the client and the name of the client's key representative assigned to the FIRM's work.

4.3 APPROACH AND WORK PLAN

The technical proposal will include a work plan, which delineates the approach to complete the requested services for the PLAN. The work plan should demonstrate the FIRM's understanding of SJCDPW's SCOPE, refine and/or expand the SCOPE to reflect the FIRM's approach and address the FIRM's capability to complete the SCOPE within the proposed schedule. The work plan should include the following:

- A. Identify the FIRM'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 FIRM for the completion of the SCOPE 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 FIRM 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 including any equipment. 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 PLAN, reduce cost, or expedite delivery.*
- F. Indicate where the work is to be performed. If the work is to be shared among FIRM's different offices, identify the locations and the work to be performed in each FIRM or office.
- G. A description of PLAN experience and knowledge of the immediate area of the County.
- H. Indicate how much staff time FIRM assumes SJCDPW or other agencies will devote to the preparation or completion of the tasks outlined in the preliminary work scope.

4.4 SCHEDULE

The FIRM shall prepare and submit a comprehensive schedule to reflect the time frames required for completing each task of the SCOPE 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. The FIRM shall indicate in the proposal whether the completion of

SCOPE can be realistically completed in more or less time than that stated. The FIRM 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. The completed final PLAN shall be provided by the CONSULTANT and approved by SJCDPW no later than twelve (12) months from issuance of the Notice to Proceed issued by SJCDPW.

The Schedule shall include the tentative date of execution of the FIRM Services Agreement by the County BOS and the issuance of Notice to Proceed according to the schedule in Section 7.1 FIRM Selection Schedule.

5.0 PROPOSALS SUBMISSION REQUIREMENTS

- 5.1 SJCDPW reserves the right to reject any and all proposals, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of SJCDPW. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the qualifications or the proposals were deficient.
- 5.2 Costs for developing proposals are entirely the responsibility of the FIRM and shall not be chargeable in any way to SJCDPW. All materials submitted become the property of SJCDPW and may be returned only at SJCDPW's option.
- 5.3 Firms will have options of submitting proposals via hard copy **OR** through: <https://www.bidexpress.com>. Technical proposals received later than the bellow date and time will be rejected and returned to sender unopened. Proposals delivered by fax or email will not be accepted.

Hard Copy Submittal:

One (1) copy and one (1) digital copy in a USB flash drive of the proposal, signed by an authorized representative, shall be delivered on or before **4:00 p.m. on Monday, July 15, 2024** to:

Nhan Tran
County of San Joaquin
Department of Public Works
Bridge Engineering Division
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 & Technical Proposals
ADVANCED CLEAN ENERGY FLEET TRANSITION ASSESSMENT PLAN
Request for Proposals
SJCDPW-24-04
(Name of the FIRM)
OPEN BY SJCDPW CONSULTANT SOLICITATION STAFF ONLY

***CAUTION:** SJDPW'S lobby is closed to the public Monday-Thursday from Noon to 1:00 pm and Friday from 12:00 – 5:00 pm.

BIDEXPRESS SUBMITTAL:

Firm may also submit proposals at <https://www.bidexpress.com> . One (1) electronic proposal, electronically signed by an authorized representative, shall be submitted on or before **4:00 pm on**

Monday, July 15, 2024. CAUTION: There is a vetting process for submitting proposals on BidExpress.

6.0 QUESTIONS

- 6.1 General questions regarding the solicitation procedure may be directed to Nhan Tran, Management Analyst II, at (209) 953-7452 or ntran@sigov.org.
- 6.2 Technical questions about the requested services that might require a clarification of the RFP, should be submitted in writing to Nhan Tran at ntran@sigov.org.
- 6.3 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 San Joaquin County Public Works website:
<https://www.sjgov.org/departments/pwk/rfps-and-rfqs>
<https://www.bidexpress.com>
Firms are advised to register at this website to receive an email Notice of Release of Addendum if any new information is released.
- 6.4 The deadline for submitting questions is indicated below in the FIRM Selection Schedule.

7.0 FIRM SELECTION PROCESS

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

Request for Proposals Released..... Tuesday, June 18, 2024
Written Questions Submitted by..... Tuesday, July 2, 2024 by 5:00 pm
Release Response to Written Questions..... Monday, July 8, 2024
Technical Proposals Due by 4:00 pm..... Monday, July 15, 2024 by 4:00 pm
Notification/Scheduling Oral Interviews.....Friday, July 26, 2024
Firms Oral Interviews.....Wednesday, July 31, 2024
Firms Notification, Selection/Ranking.....Friday, August 2, 2024
Highest Ranked firm's Cost Proposal.....Wednesday, August 7, 2024 by 4:00 pm
Negotiation with Highest Ranked firm.....Thursday, August 15, 2024
Conclude Agreement Negotiations.....Thursday, August 22, 2024
Board of Supervisors Approved Agr.....Tuesday, October 8, 2024
Notice to Proceed.....Wednesday, October 9, 2024

- 7.2 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 4.0 "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 firm from any terms of an executed FIRM 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 and select a short list of firms for presentation-interviews. The evaluation for the written qualifications and technical proposals will be based on the criteria shown in Attachment "B".

Aside from the selection process described herein, firms or their representatives are prohibited from attempting to influence this FIRM solicitation by contacting Selection Committee members, elected officials, SJCDPW staff, or other individuals and entities involved in selecting the FIRM or awarding the

FIRM agreement. Any such attempt to influence selection outside of the proscribed process will be grounds for disqualification.

7.3 Oral Presentation and Interview Selection Process: An oral presentation and interview will be conducted with up to three (3) firms that are ranked the highest based upon written qualifications and proposals. SJCDPW 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. SJCDPW anticipates that oral interviews will be arranged according to the schedule on Section 8.1. FIRM Selection Schedule. Firms 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 will be evaluated using the criteria shown in Attachment "B".

7.4 Cost Proposal: Highest ranked *firm selected for the PLAN shall submit a cost proposal within three working days after the ranking has been established*. The method of payment for PLAN will actual cost plus a fixed fee. 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. FIRM shall provide specific hourly, daily, or monthly rates for each class of employee or piece of equipment. Such specific rates of compensation are to include an hourly breakdown, direct salary costs, salary additives, indirect costs, and fee (profit). Other direct costs may be set forth as independent cost items with supporting cost documentation. ***Please note SJCDPW policy and standard business practice does not allow FIRM to add a mark-up to other direct costs and does not allow mark-ups on subconsultant fees.*** FIRM's quote of estimated cost plus 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 FIRM as well as subconsultants.

7.5 Selection: SJCDPW will tabulate qualifications, written proposal, oral presentation, and interview scores to be used as the basis for selection, and firms will be ranked for FIRM services agreement negotiations.

The requested cost proposal will be used as a starting point for agreement negotiations with the highest ranked firm selected on the basis of its qualifications and proposal. SJCDPW will then negotiate a FIRM services agreement with the selected firm. If an agreement cannot be reached after a reasonable period of time, as determined by SJCDPW, then SJCDPW will terminate negotiations with the highest ranked FIRM and negotiations will be opened with the next highest ranked firm. The compensation discussed with one prospective firm will not be disclosed or discussed with another firm. The selected firm will be the highest ranking proposal that has been successfully negotiated for award of the FIRM services agreement. The successful firm and/or team will be requested to enter into a FIRM services agreement with the County. SJCDPW's Boilerplate FIRM Services Agreement are shown as Exhibit "B". *The prospective firm is advised that SJCDPW's all boilerplate agreements reflect the County and SJCDPW's standard business practices which are set and not normally subject to substantive change.* The prospective firm is also advised that the agreements will not be in force until it is approved by the County BOS. The FIRM will be required to satisfy all insurance certification requirements before SJCDPW issues Notice to Proceed.

7.6 Pre Award Audit: Concurrent with Consultant Services Agreement negotiations, a pre-award audit evaluation may be required. The pre-award audit evaluation will be made to:

- Review the draft contract language.
- Determine the adequacy of the FIRM's accounting system.
- Determine the reasonableness of the FIRM's and subconsultant's rates and if the proposed

PLAN costs are reasonable and allowable. Determine the financial capabilities of the FIRM (cash flow).

- Protect Federal, State, and Local Agency interests by identifying concerns before any work is performed and money expended.

The pre-award audit will be performed in accordance with generally accepted government auditing standards promulgated by the United States General Accounting Office . The pre-award audit might be required before the Consultant Services Agreement is executed by the County Board of Supervisors (BOS). SJCDPW shall be proactive to resolve any audit findings or comments before execution of the FIRM Services Agreement. Audit findings or comments may necessitate the need for additional contract provisions as well as determine eligible and allowable costs. If audit findings or comments are not resolved to SJCDPW's satisfaction, then SJCDPW may terminate negotiations with the best ranked firm, and negotiations will be opened with the next ranked firm.

The cost proposal for the prime and all proposed subcontractors must contain a breakdown of all components of cost to include: labor base, rate, other direct costs, overhead, and fee. SJCDPW requires the FIRM to cooperate with the auditors, and the agreement will be awarded only after the "Audit Disposition" has been completed and all outstanding issues have been resolved.

8.0 PLAN REQUIREMENTS AND STANDARDS

All PLAN work must meet the following requirements and standards:

- 8.1 FIRM will work closely with SJCDPW and other affected cities and agencies involved in the PLAN. SJCDPW's Fleet Division (FLEET) will manage and administer FIRM's work effort. SJCDPW will exercise review and approval functions through FLEET staff, or designated representative, during the PLAN. FIRM will present all memoranda, reports, change orders, and other documentation in the general form agreed to by SJCDPW. All work products will be the property of SJCDPW.
- 8.2 FIRM will be solely responsible for the accuracy and completeness of all data contained in memoranda, working papers, reports, change orders and other documentation. FLEET staff will exercise review and approval functions at key points and milestones during the PLAN and conduct PLAN status reports and meetings with FIRM.
- 8.3 The FIRM will implement and maintain quality control procedures during the preparation of memoranda, working papers, reports, plans and drawings for the PLAN. The quality control procedures will be in effect during the entire time work is being performed for the PLAN. The quality control procedures will establish a process whereby any calculations are independently checked, plans are checked and corrected, and all PLAN-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 FLEET for review are required to be marked clearly as fully checked and that the preparation of the material followed the established quality control procedures.
- 8.4 FIRM will use Microsoft Project or compatible software approved by SJCDPW, in preparing the PLAN schedule showing work tasks, phases, durations, milestones, assignments, critical path, and other relevant data. The FIRM shall update the schedule throughout the PLAN with each progress billing and supply to FLEET. PLAN schedule will be immediately revised by FIRM should it become apparent that a task or milestone has not or will not be achieved.
- 8.5 The FIRM will prepare and submit to FLEET for review a monthly status report including a PLAN schedule critical path review and update, budget status, budget drawdown schedule, tasks completed, tasks percent completed, outstanding correspondence, and unresolved issues.

- 8.6 FIRM will be required to obtain prior approval of the County Public Information Office (through FLEET) for any communications with the public media pertaining to the PLAN. This includes news releases, interviews, advertisements, etc.
- 8.7 If FIRM fails to provide the services as to be developed and set forth in a FIRM services agreement, then SJCDPW will have the right to withhold payment and terminate the agreement at any time prior to completion upon receipt of written notice.

9.0 PLAN SCHEDULE / PROGRESS PAYMENTS

- 9.1 The timely completion of the various tasks outlined in this RFP is essential to assure the successful advancement of the PLAN and assure local program delivery and PLAN development. At the beginning of the work effort for the requested services, the FIRM shall prepare a progress schedule showing clearly 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 PLAN.

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 FIRM 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.

- 9.2 FIRM shall submit payment requests monthly. The FIRM 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.

10.0 INDEMNIFICATION REQUIREMENTS

The FIRM services agreement for the PLAN requires FIRM to comply with the County's hold harmless and indemnification requirements.

A. The FIRM 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 FIRM, its employees, officers, agents or subconsultants.

B. The duty of FIRM to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at FIRM'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. FIRM shall provide legal counsel reasonably acceptable to the COUNTY.

11.0 INSURANCE REQUIREMENTS

The FIRM services agreement for the PLAN requires FIRM to comply with the County's insurance requirements.

- 11.1 FIRM 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. FIRM shall obtain and keep in full force and effect during the life of the FIRM services agreement, at 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 County as additional insured, and shall expressly indicate that such insurance is related to the FIRM's activities under the agreement.
 - B. FIRM shall obtain, at 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: FIRM shall take out and maintain, during the life of the agreement, workers' compensation insurance for all the FIRM's employees employed for the PLAN and, in case any work is sublet, FIRM 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 PLAN is not protected under the Workers' Compensation Statute, then FIRM shall provide and shall cause any subconsultant to provide insurance for the protection of employees engaged in hazardous work.
- 11.2 FIRM shall furnish a Certificate of Insurance to County upon execution of the FIRM services agreement and prior to issuance of the Notice to Proceed, indicating that the FIRM, at its expense, has purchased and is maintaining insurance from an insurer admitted to the State of California and satisfactory to County. Such certificates shall state that County shall be notified at least thirty (30) days before cancellation of the policy or any material change thereof. The above insurance shall be of the broad form coverage type, affording coverage on property in the care, custody, and control of FIRM. Adequate proof of insurance in compliance with the above requirements shall be furnished to the County. An additional insured endorsement to FIRM's liability insurance policy naming the County, their officers and employees as additional insured shall be furnished to the County. Notwithstanding the above, FIRM's liability insurance policy shall be endorsed as primary insurance.

12.0 FIRM PROVISIONS

- 12.1 Funding Requirements: It is mutually understood between the parties that the FIRM services agreement may be written and will be valid and enforceable only if sufficient funds are made available to SJCDPW. In addition, the FIRM 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 PLAN, the agreement shall be amended to reflect any reductions in funds. SJCDPW shall have the option to void the agreement under a thirty-day cancellation clause or to amend the agreement to reflect any reduction of funds.
- 12.2 Ownership of Data and Patent Rights: Upon completion of all work under the executed FIRM services boilerplate agreement, ownership and title to all reports, documents, plans, specifications, and work product materials as part of the agreement will automatically be vested in SJCDPW and no further agreement will be necessary to transfer ownership to SJCDPW. FIRM shall furnish all necessary copies of documentation needed to complete the PLAN in performance of the agreement.

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

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

FIRM shall not comment publicly to the press or any other media regarding the executed FIRM service agreement, or the actions of SJCDPW on the same, except to staff from SJCDPW, or FIRM'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.

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

SJCDPW has not established the goal for the DBE participation in the FIRM contract for this PLAN. The County encourages respondents to this RFP provide DBEs the opportunity to participate in the performance of the FIRM contract.

14.0 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," 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.

15.0 GENERAL INFORMATION

- 15.1 Proposal Confidentiality: Prior to the County BOS executing the FIRM services agreement, all firms' 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.
- 15.2 SJCDPW Rights: SOQ's and technical proposals received within the prescribed deadline become the property of SJCDPW and all rights to the contents therein become those of SJCDPW. SJCDPW may investigate the qualifications of any firm under consideration, require confirmation of information furnished by a firm 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's.
 - D. Cancel the entire RFP's.
 - E. Correct technical errors and amend the RFP's 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's respondents.
 - I. Award an agreement to one or more firms.
 - J. Accept other than the lowest cost proposal.
 - K. Waive informalities and minor irregularities in proposals.

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

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

Attachments and Exhibits

- Attachment A: Debarment and Suspension Certification
- Attachment B: Proposal/Qualifications Evaluation Worksheet
- Attachment C: Disclosure of Lobbying Activities
- Exhibit A: SJCDPW's Preliminary Work Scope
- Exhibit B: Boilerplate Consulting Services Agreement

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

The prime FIRM, under penalty of perjury, certifies that, except as noted below, he/she or any person, associated therewith in the capacity of owner, partner, director, officer, manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

does not have a proposed debarment pending; and

has not 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, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award but will be considered in determining FIRM responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall constitute signature of this Certification.

Signature of FIRM

FIRM Name

QUALIFICATIONS EVALUATION WORKSHEET

FIRM: _____

SubFIRMs: _____

	(a) Weight	(b) Score 0-10	(a x b) Weighted Score
WRITTEN SOQ & TECHNICAL PROPOSAL			
A. FIRM Profile and Overall Capabilities	1.00	_____	_____
B. Key Personnel	1.00	_____	_____
C. Similar and Primary Reference Plans.	1.00	_____	_____
D. Reference Checks	0.50	_____	_____
E. PLAN Approach and Work PLAN	3.00	_____	_____
F. PLAN Schedule	1.00	_____	_____

SUBTOTAL WRITTEN SCORE (75 points maximum) _____

ORAL PRESENTATION/INTERVIEW

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

6. Federal Department/Agency:

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

Congressional District, if known

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

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

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

13. Type of Payment (check all that apply)

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

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

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 influenced 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 PLAN (0348-0046), Washington, D.C. 20503.