



REQUEST FOR PROPOSALS

For

**CONSTRUCTION QUALITY ASSURANCE SERVICES FOR
AREA 7 AT THE NORTH COUNTY SANITARY LANDFILL**

For

**SOLID WASTE DIVISION
STOCKTON, CALIFORNIA**

FEBRUARY 18, 2025



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

Solicitation #SJCDPW-RFP-25-01

COUNTY OF SAN JOAQUIN
DEPARTMENT OF PUBLIC WORKS

**CONSTRUCTION QUALITY ASSURANCE SERVICES FOR
AREA 7 AT THE NORTH COUNTY SANITARY LANDFILL**

REQUEST FOR PROPOSALS (SJCDPW-RFP-25-01)

1.0 INTRODUCTION

The San Joaquin County Department of Public Works (SJCDPW) requests technical proposals from qualified consulting Construction Quality Assurance (CQA) firms to undertake, perform, and complete tasks set forth in the Request for Proposals (SJCDPW-RFP-25-01). In general, the work consists of providing construction administration and project inspection services for the construction of Area 7 at the North County Sanitary Landfill (PROJECT). SJCDPW will request the selected CQA FIRM to enter into a consultant services agreement with San Joaquin County as set forth in this Request for Proposals (RFP).

The selected CQA FIRM will report to the SJCDPW Solid Waste Division in documenting that the PROJECT has proceeded in accordance with the CQA Manual. For Area 7 at North County Landfill, the design will include single-composite liner on native soil over Area 7 and leachate collection equipment. The selected CQA FIRM will prepare a Certification Report for a submission to the appropriate agencies for their review. Acceptance of the PROJECT by those agencies is of the essence in this PROJECT. The selected CQA FIRM will also report to the SJCDPW Resident Engineer for the purpose of assisting the Field Engineering Division in administering the PROJECT.

The selected CQA FIRM shall observe, verify and document the PROJECT's construction activities sufficient for acceptance by the RWQCB (Sacramento office).

Estimated CONSULTANT FIRM Service Dates

North County Landfill Area 7 (dates are approximate)

Materials testingAugust 1, 2025 to December 1, 2025

Work on siteAugust 1, 2025 to December 1, 2025

Work on-site finished (120 working days)

Estimated CONSULTANT Services Duration: Through completion of construction, anticipated to be December 31, 2025

Estimated CONSULTANT time on-site: 80 10-hour days

PROJECT location: The PROJECT areas are at the North County Recycling Center and Sanitary Landfill (Figure 1).

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

Geo-Logic Associates, Inc. (GLA) is the design consultant for Area 7 at the North County Sanitary Landfill. Accordingly, GLA will not be invited to submit a proposal for this Project's construction management engineering services. GLA will, however, continue to participate on the Project and render design assistance during construction.

2.0 SCOPE OF WORK

SJCDPW's Preliminary Scope of Work is shown as Exhibit A.

3.0 SERVICES PROVIDED BY SJCDPW AND RESTRICTIONS

SJCDPW will supply:

1. Construction Quality Assurance Manual
2. Preliminary Plans and specifications for the PROJECT

SJCDPW shall furnish access to all information, data, and maps as currently exist in files necessary for carrying out the requested services to the selected CQA FIRM and will cooperate in every way possible in the carrying out of the work. SJCDPW's responsibility to provide information is limited to data of record in SJCDPW files and in the format as recorded. The selected CQA FIRM shall check and investigate existing information and conditions and notify SJCDPW of any deficiencies that are discovered.

4.0 TECHNICAL PROPOSAL FORMAT, CONTENT AND ORGANIZATION REQUIREMENTS

Each page of the proposal must be numbered, and the total number of pages may not exceed fifty (50) 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 the Task Effort Worksheets described below.

The Technical Proposal should not include cost or rate information. The County will only request a Cost Proposal from the highest ranked firm following the final consultant ranking. Costs for preparing and submitting a response to this RFP are entirely the responsibility of the 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. **Sections shall be clearly identified**

4.1 EXECUTIVE SUMMARY – SECTION 1

- A. **Signing of Proposal and Authorization to Negotiate:** The technical proposal, submitted in response to this RFP, shall include a cover letter signed by an official of the firm with the authority to negotiate and commit to terms regarding the RFP. The proposal shall be executed by the responding consultant firm or an authorized representative. The responding CQA FIRM shall provide a brief statement that the firm and any subconsultants shall be able to comply with the indemnification requirements as outlined in Section 10. "INDEMNIFICATION REQUIREMENTS." The responding CQA FIRM shall also provide a brief statement that the firm shall be able to obtain the required minimum insurance as outlined in Section 11. "INSURANCE REQUIREMENTS" prior to the execution of a Consultant Services Agreement. The 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:** The CQA FIRM 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:** The CQA FIRM shall disclose any financial, business or other relationships with the County and the City of Stockton that may have an impact on the outcome of the PROJECT. A potential conflict of interest may include, but is not limited to, contracts for work related to projects in the PROJECT area, contracts with County departments, City of Stockton, and/or local land developers. The CQA FIRM should also list current clients who may have a financial interest in the outcome of the Project.

Should the CQA FIRM establish or become aware of such financial interest during the course of the PROJECT, the CONSULTANT must inform SJCDPW in writing within ten (10) days. A potential conflict of interest does not automatically disqualify a CQA FIRM 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, the CQA FIRM shall certify that there are currently no suspensions, debarments, voluntary exclusions, or ineligibility determinations by any federal agency. The Debarment and Suspension Certification, Attachment "A", shall be submitted as part of the proposal; however, it is excluded from the RFP's maximum allowable length.
- E. Emphasize technical approach, work plan and capabilities of the CQA FIRM, subconsultants, and professional personnel.
- F. Indicate an understanding of the purpose of the PROJECT and the engineering services required for performance.
- G. Knowledge of Local Conditions and Concerns: San Joaquin County is comprised of varied municipalities, communities, and a significant unincorporated rural area. Describe the firm's familiarity with the area based on research, work experience, locale, or other factors.
- H. Optional, Additive Scope of Work: In addition, the CQA FIRM shall provide a brief statement that in the event that SJCDPW elects to request optional, additive scope of work and cost proposal components, as indicated in the Preliminary Scope of Work (EXHIBIT A). SJCDPW and the CQA FIRM 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.

4.2 STATEMENT OF QUALIFICATIONS - SECTION 2

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

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 proposed to provide services for the PROJECT should also be identified. Provide information on the CQA firm's most relevant and applicable experience. Provide information on the CQA firm's current workload, facilities, resources, and experience that clearly demonstrate the ability to complete the required SERVICES successfully within the time constraints stated.

4.3 QUALIFICATIONS OF ASSIGNED STAFF - SECTION 3

Provide brief resumes of the CQA FIRM's key personnel proposed for the requested services and an explanation of the function of each key person. The CQA FIRM'S project engineer must be a professional engineer or engineering geologist in the State of California. The CQA FIRM must emphasize the experience and abilities relevant to the specific engineering services described in this RFP.

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

4.4 APPROACH AND WORK PLAN – SECTION 4

- A. The technical proposal will include a work plan, which delineates the approach to the requested services. The work plan should demonstrate the CQA FIRM's understanding of the Construction Quality Assurance Plan, refine and/or expand SJCDPW's Work Scope to reflect the CQA FIRM's approach and address the CQA FIRM's capability to the Preliminary Scope of Work within the proposed schedule. The work plan should include the following:
- B. Identify the Project Manager and detail the specific responsibilities of the Project Manager. Identify the Person-In-Charge when the Project Manager is not available.
- C. List of subconsultants that will be providing services to the CQA FIRM for the completion of the Preliminary Scope of Work and describe the roles they will perform. Include the names, addresses, and current telephone numbers of the firm and the name of the key representative assigned. Provide a description and an organizational chart of the proposed team structure.
- D. Identify who will be performing quality control and provide a breakdown and percentage of time that will be devoted by the CQA in performing this function related to work effort and products.
- E. Identify tests done on-site and tests done off-site.

4.5 REFERENCE PROJECTS - SECTION 5

Provide TWO similar reference projects that proposed key personnel have completed. CQA FIRMS that have no performance history with SJCDPW are encouraged to submit a proposal. Previous projects for SJCDPW may be listed. The reference project should include:

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

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

Indicate the location of the prime consultant's office during the reference project. If the work was shared by other firms or different offices, identify the locations and the work performed by each firm or office.

4.6 SCHEDULE AND TASK EFFORT WORKSHEET – SECTION 6

The CQA FIRM must present comprehensive Task Effort Worksheets to reflect the person-hours required for completing tasks of the CQA Plan. The Task Effort Worksheets shall include person-hours broken by task, specific position classification, and shall give the total number of person-hours required, including sub-consultants, if any.

4.7 ADDITIONAL SUGGESTED TASKS – SECTION 7

Identify any supplemental tasks deemed necessary and recommend alternatives, which may enhance the PROJECT, reduce costs, or expedite delivery.

If these additional tasks are accepted, then SJCDPW and the CQA FIRM will finalize a negotiated compensation for these tasks and execute a supplemental Task Order to the Agreement for these additional services.

This Section tab may be left empty if the CQA FIRM does not wish to propose any additional tasks.

5.0 TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS

5.1 SJCDPW reserves the right to reject any and all proposals, or to negotiate separately with any source whatsoever, in any manner necessary to serve the best interests of SJCDPW. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the qualifications or the proposals were deficient.

5.2 Costs for developing proposals are entirely the responsibility of the CQA 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 Consultant may either submit technical proposals in hard copy **OR** electronically as described below:

5.4 **Hard Copy Submittal:**

One (1) hard copy and one (1) electronic copy on a flash drive of the proposal, signed by an authorized representative, shall be delivered on or before 4:00 p.m. on Monday, March 17, 2025, to:

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

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

Technical Proposal
Construction Quality Assurance Services for Area 7 at the North County Sanitary Landfill
(Name of Submitting Firm)
OPEN BY CONSULTANTS SOLICITATION STAFF ONLY

Technical proposals received later than the above date and time will be rejected and returned to sender unopened. Faxed proposals will not be accepted.

The electronic copy must be submitted on a USB thumb drive with hard copy submittal, which the proposal being either in Microsoft Word® or Adobe PDF format. In case of discrepancies between the hard copy and the electronic copy, the hard copy will govern.

***CAUTION: SJCDPW’S lobby is closed to the public on Friday from 12:00 – 5:00 pm.**

5.5 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, March 17, 2025. **CAUTION:** Bid Express is a subscription bid submitting platform. There is a vetting process for submitting proposals on Bid Express. Please contact Bid Express for more information.

6.0 PROPOSAL TECHNICAL QUESTIONS

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

Technical questions that might require a clarification of the RFP should be directed to Nhan Tran at ntran@sjgov.org. Email is preferred.

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

The schedule for submitting questions about this RFP and the projected release date of SJCDPW’s response are shown below in the CQA FIRM Selection Schedule. SJCDPW will provide responses to questions and the release of an addendum only if SJCDPW considers such information might affect the quality of submitted proposals. Any new information about the RFP, including responses to questions and addenda, will be posted on the San Joaquin County Public Works website: https://www.sjgov.org/departments/pwk/rfps_and_rfqs

To receive an emailed notice that additional information and/or an addendum has been released (Notice of Release of Addendum), it is necessary to register at the County Public Works website as a Prospective Consultant Proposer. The Notice will be issued as a Response to Written Questions only if any new information is released.

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

7.0 CQA FIRM SELECTION PROCESS

7.1 CQA FIRM Selection Schedule: SJCDPW will follow the CQA 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, February 18, 2025

* Pre-Proposal Meeting..... Monday, March 3, 2025
 Written Questions Submitted byThursday, March 6, 2025
 Release Response to Written QuestionsFriday, March 7, 2025
Technical Proposals Due by 4:00 pmMonday, March 17, 2025 at 4:00 PM
 Consultants Oral Interviews (if needed)Thursday, March 27, 2025
 Consultant Notification, Selection/Final Ranking.....Friday, March 28, 2025
 Cost Proposal from Highest Ranked.....Tuesday, April 1, 2025
 Scoping Meeting with Highest Ranked FirmTuesday, April 8, 2025
 Conclude Agreement Negotiations.....Tuesday, April 23, 2025
 Board of Supervisors Execute AgreementTuesday, June 3, 2025
 Notice to Proceed.....Wednesday, June 4, 2025
 Consultant Starts Work-First Full WeekMonday, June 30, 2025

* The time and location for the Pre-Proposal meeting will be communicated to firms that register for Solicitation No. SJCDPW-RFP-25-01 at <https://www.sjgov.org/department/pwk/rfps-and-rfq> ..

7.2 Technical Proposal Evaluation: SJCDPW will review the technical proposals for its conciseness, completeness, clarity, and content. Each proposal will be reviewed to determine if it meets the requirements contained in Section 4. “TECHNICAL PROPOSAL FORMAT, CONTENT AND ORGANIZATION REQUIREMENTS”. Failure to meet the requirements will be the cause of the rejection of the proposal. SJCDPW may reject any proposal if it is conditional, incomplete or contains irregularities. SJCDPW may waive an immaterial deviation in a proposal. A waiver of an immaterial deviation shall not modify the RFP documents, and it shall not exempt the CQA FIRM from any terms of an executed consultant services 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.” The selection committee includes members of the public with relevant expertise and interest, including staff from SJCDPW’s Solid Waste Division.

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

7.3 Cost Proposals Requirements: *The Technical Proposal should not include cost or rate information. The County will only request a Cost Proposal from the highest ranked firm following the final consultant ranking.* The method of payment for this PROJECT will be 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. The highest ranked 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 Consultant to add a mark-up to other direct costs and does not allow mark-ups on subconsultant fees. The highest ranked firm’s quote of estimated actual 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.

The cost proposal shall include a separate itemization for each major task and milestone, and a summary cost proposal for all costs. The cost proposal submitted shall follow the format provided in EXHIBIT "C". The detailed cost proposals shall also be required for all proposed subconsultants in the required format. SJCDPW is not responsible for mathematical calculations resulting from imbedded formulas in EXHIBIT "C". It is the highest ranked firm's responsibility to assure the mathematical correctness of its submittal.

- 7.4 Selection: SJCDPW will tabulate final scores for qualifications and written proposal. These will be used as the basis for selection and firms will be ranked for consultant services agreement negotiations. The County will request a Cost Proposal from the highest ranked firm following the final consultant ranking

The cost proposal will be used as a starting point for agreement negotiations with the highest ranked consulting firm selected on the basis of its qualifications and proposal. SJCDPW will then negotiate a consultant services agreement with the top ranked CQA FIRM. If an agreement cannot be reached after a reasonable period of time, as determined by SJCDPW, then SJCDPW will terminate negotiations with the number one ranked firm and negotiations will be opened with the second ranking firm. The compensation discussed with one prospective CQA FIRM will not be disclosed or discussed with another consultant. .

The selected CQA FIRM will be the highest ranking firm that has successfully negotiated the terms for the award of the consultant services agreement. The selected CONSULTANT will be requested to enter into a consultant services agreement with San Joaquin County. SJCDPW's consultant services boilerplate agreement is shown as EXHIBIT "D". *The prospective CQA FIRM is advised that SJCDPW's consultant services boilerplate agreement reflects the County and SJCDPW's standard business practices which are set and not normally subject to substantive change.* The prospective CQA FIRM is also advised that the agreement will not be in force until it is approved and fully executed by the San Joaquin County Board of Supervisors. The CONSULTANT will be required to satisfy all insurance certification requirements before SJCDPW issues a Notice to Proceed.

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

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

8.0 PROJECT REQUIREMENTS AND STANDARDS

All Project work must meet the following requirements and standards:

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

- 8.2 The selected CQA FIRM will be solely responsible for the accuracy and completeness of all data contained in memoranda, working papers, reports, plans and drawings. SJCDPW's Engineer will exercise review and approval functions at key points and milestones during the Project and conduct project status reports and meetings with the Selected CQA FIRM.
- 8.3 The selected CQA FIRM will implement and maintain quality control procedures during the preparation of memoranda, working papers, reports, plans and drawings for the Project. The quality control procedures will be in effect during the entire time work is being performed for the Project. The quality control procedures will establish a process whereby any calculations are independently checked, plans are checked and corrected, and all PROJECT-related memoranda, working papers, and reports are routed and received by the affected persons and then bound in appropriate files. All work products submitted to SJCDPW's Engineer for review are required to be marked clearly as fully checked and that the preparation of the material follows the established quality control procedures.
- 8.4 The selected CQA FIRM shall complete the Preliminary Scope of Work, including preparation and submittal of the Certification Report, within a period of approximately sixty days from the completion of construction.
- 8.5 The selected CQA FIRM will use Microsoft Project Schedule software, or compatible software approved by SJCDPW, in preparing the PROJECT schedule showing work tasks, phases, durations, milestones, assignments, critical path, and other relevant data. The selected CQA FIRM shall update the schedule throughout the PROJECT with each progress billing and supply to SJCDPW's Engineer. The PROJECT schedule will be immediately revised by the selected CQA FIRM should it become apparent that a task or milestone has not been or will not be achieved. SJCDPW shall expect the selected CQA FIRM to take active measures to place the PROJECT back on schedule if a delay is expected or occurs.
- 8.6 The selected CQA FIRM will prepare and submit to SJCDPW's Engineer for review a monthly status report including a project schedule critical path review and update, budget status, budget drawdown schedule, tasks completed, tasks percent completed, outstanding correspondence, and unresolved issues.
- 8.7 If the selected CQA FIRM fails to provide the services as developed and set forth in a consultant services agreement, then SJCDPW will have the right to withhold payment and terminate the agreement at any time prior to completion upon receipt of written notice.

9.0 PROJECT SCHEDULE / PROGRESS PAYMENTS

- 9.1 The timely completion of the various tasks outlined in this RFP is essential to ensure the successful advancement of the PROJECT and assure local program delivery and PROJECT development. At the beginning of the work effort for the requested SERVICES, the Selected CQA FIRM 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 shall show both the original schedule and the current actual schedule achieved so that relative progress may be compared to the original baseline schedule. The selected CQA FIRM shall review the

progress schedule to identify any potential scheduling problems and shall take steps to maintain the schedule if a delay is anticipated or occurs.

- 9.2 The selected CQA FIRM shall submit payment requests monthly. The selected CQA FIRM shall submit monthly payment requests which shall include a detailed invoice for the costs incurred and an updated progress schedule. The progress payment invoice and updated progress schedule shall contain sufficient detail to define the amount of work being billed for, and to allow an evaluation of the percentage of work accomplished with respect to the extent of budget expenditures made to date.

10.0 INDEMNIFICATION REQUIREMENTS

The selected CQA FIRM shall be required to be able to comply with SJCDPW's hold harmless and indemnification requirements referenced below as part of the SJCDPW's standard consultant services agreement.

A. The CONSULTANT shall, at its expense, defend, indemnify and hold harmless the County of San Joaquin and its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the negligence, or willful misconduct of Consultant, its employees, officers, agents or subconsultants.

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

11.0 INSURANCE REQUIREMENTS

- 11.1 The selected CQA 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 SJCDPW. Certificates of insurance must indicate that the coverage cannot be reduced or canceled until thirty days' written notice has been furnished to SJCDPW. SJCDPW's minimum insurance requirements will not be subject to negotiation.
- A. The Selected CQA FIRM shall obtain and keep in full force and effect during the life of the consultant services agreement, at CQA 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 Five Million Dollars (\$5,000,000), and automobile liability insurance with a combined single limit in the minimum amount of Two Million Dollars (\$2,000,000). Such insurance shall be primary, shall name County as additional insured, and shall expressly indicate that such insurance is related to the CQA FIRM's activities under the agreement.
- B. The selected CQA FIRM shall obtain, at CQA 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 Two Million Dollars (\$2,000,000).
- C. Workers' Compensation Insurance: The selected CQA FIRM shall take out and maintain, during the life of the agreement, workers' compensation insurance for all of the CQA

FIRM's employees employed for the PROJECT and, in case any work is sublet, the CQA 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 Project is not protected under the Workers' Compensation Statute, then the selected CQA FIRM shall provide and shall cause any subconsultant to provide insurance for the protection of employees engaged in hazardous work.

- 11.2 The selected CQA FIRM shall furnish a Certificate of Insurance to SJCDPW upon execution of the consultant services agreement and prior to issuance of the Notice to Proceed, indicating that the CQA 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 the CQA FIRM. Adequate proof of insurance in compliance with the above requirements shall be furnished to the County. An additional insured endorsement to the CQA FIRM's liability insurance policy naming the County, their officers and employees as additional insured shall be furnished to the County. Notwithstanding the above, the CQA FIRM's liability insurance policy shall be endorsed as primary insurance.

12.0 CQA FIRM PROVISIONS

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

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

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

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

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

- 12.4 Notice to Proposers Disadvantaged Business Enterprise Information: SJCDPW has not established a Disadvantaged Business Enterprises (DBE) Availability Advisory Percentage for this Agreement. Meeting a DBE Availability Advisory Percentage is not a condition for being eligible for award of a consultant service agreement; however, firms responding to this RFP are encouraged to obtain DBE participation.

DBEs and other small businesses are strongly encouraged to participate in the performance of agreements financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs").

The CQA FIRM 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. Firms responding to this RFP are also encouraged to use services offered by financial institutions owned and controlled by DBEs.

13.0 GENERAL INFORMATION

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

- 13.2 SJCDPW Rights: SOQ's and technical proposals received within the prescribed deadline become the property of SJCDPW and all rights to the contents therein become those of SJCDPW. SJCDPW may investigate the qualifications of any CQA FIRM under consideration, require confirmation of information furnished by a CQA 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 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 of the use of any subconsultants.
- H. Negotiate with any, all or none of the Request for Proposals respondents.
- I. Award an agreement to one or more CQA 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 SJCDPW to enter into a consultant services agreement, nor does it obligate SJCDPW to pay for any costs incurred in preparation and submission of proposals or in anticipation of an agreement.

For inquiries about this Request for Proposals, see Section 6. Proposal Technical Questions.

Thank you for your interest in the PROJECT.

Attachments and Exhibits

Attachment A: Debarment & Suspension Certification

Attachment B: Proposal/Qualifications Evaluation Worksheet

Exhibit A: SJCDPW's Preliminary Work Scope

Exhibit B: Task Effort Worksheet

Exhibit C: Cost Proposal

Exhibit D: Terms and Conditions (boilerplate agreement)

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

The prime 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

CONSULTANT _____

Subconsultants _____

WRITTEN SOQ & TECHNICAL PROPOSAL			
	(a) Weight	(b) Score 0-10	(a) x (b) Weighted Score
A. <u>CQA FIRM Profile and Overall Capabilities</u>	1.00	_____	_____
B. <u>Key Personnel</u>	2.00	_____	_____
C. <u>Similar & Primary Reference Projects</u>	1.00	_____	_____
D. <u>Reference Checks</u>	1.00	_____	_____
E. <u>Knowledge of Local Conditions and Concerns</u>	2.00	_____	_____
F. <u>Project Approach & Work Plan</u>	2.00	_____	_____
G. <u>Project Schedule & Task Efforts</u>	1.00	_____	_____
TOTAL SCORE (100.00 POINTS MAXIMUM)_____			

EVALUATOR _____ DATE _____