



NOTICE TO QUALIFIED FIRMS REQUEST FOR QUALIFICATIONS

ENGINEERING DESIGN SERVICES ON AN AS-NEEDED BASIS RFQ 2018-003

INTRODUCTION

The Sacramento Area Flood Control Agency (SAFCA) is requesting Statements of Qualifications from qualified firms to provide Engineering Design Services on an as-needed basis to support a variety of existing and future flood improvement projects administered by SAFCA. SAFCA's enabling legislation requires the agency to have as its highest priority the protection of life, property, watercourses, watersheds, and public highways within its boundaries from damage from flood and storm waters. In addition, to the maximum extent economically feasible and consistent with its flood protection and flood management requirements and with state and federal agreements, the agency shall carry out its responsibilities in ways which provide for the optimum protection of the natural environment, especially riparian habitat and natural stream channels suitable for native plant and wildlife habitat and public recreation.

The contract(s) resulting from this solicitation will be utilized by SAFCA on a wide variety of projects including new construction, demolition, utility relocations, flood control, habitat enhancement, and related projects.

The purpose of this Request for Qualifications is to procure both broad-based and category specific contract(s) to meet SAFCA's needs. The primary purpose of this solicitation is to create a list of qualified engineering firms to procure engineering consultant services to support its mission. Services would be activated on a program, project-by-project or task-by-task basis.

NOTICE IS HEREBY GIVEN:

That SAFCA will receive submittals from qualified firms for ENGINEERING DESIGN SERVICES as outlined in this RFQ available from the address listed below:

SUBMITTAL DUE: 3:00 P.M., Pacific Time, May 11, 2018

Sacramento Area Flood Control Agency

Attn: Jennifer Heredia

1007 7th Street, 7th Floor

Sacramento, CA 95814

www.safca.org

SACRAMENTO AREA FLOOD CONTROL AGENCY
1007 7TH STREET, 7TH FLOOR
SACRAMENTO, CA 95814

REQUEST FOR QUALIFICATIONS
ENGINEERING DESIGN SERVICES
ON AN AS-NEEDED BASIS

RFQ Number: SAFCA 2018-003

CONTENTS		
Section 1		Introduction
Section 2		RFQ Schedule of Events
Section 3		General Requirements and Information
Section 4		Special Requirements
Section 5		Statement of Qualifications Format and Content
Section 6		Evaluation and Consultant Selection
Section 7		Standard Contract Information
Section 8		Standard Contract Description
Attachment	9.1	SAFCA Sample Standard Contract
	9.2	Cost Reimbursement Guidelines
	9.3	Consultant Insurance Requirements
	9.4	Certification of Compliance

1 INTRODUCTION

1.1 Statement of Purpose

The purpose of this Request for Qualifications (RFQ) is to define the Sacramento Area Flood Control Agency's minimum requirements, solicit Statements of Qualifications (SOQs), and gain adequate information by which the agency may evaluate the services offered by Responding Firms.

The Sacramento Area Flood Control Agency, hereinafter referred to as SAFCA or Agency, intends to secure a list of engineering consultants that it can utilize for future contracts for Engineering Design Services on an as-needed basis.

At the sole determination of SAFCA, the agency reserves the right to issue other solicitations for engineering design services during the term of the agreement(s) resulting from this solicitation. Throughout this RFQ, the term "Selected Firm" refers to the firm or firms selected by SAFCA to perform services under this solicitation. The term "Responding Firm" refers to the firm or firms that submit a SOQ in response to this solicitation.

Engineering Consultant / Owner's Representatives

The Selected Firm shall serve as the Agency's advocate and may serve as the Agency's representative when designated. The Selected Firm shall work as an extension of SAFCA staff. SAFCA shall oversee and facilitate the interface of the firm with other agencies or stakeholders. The Selected Firm shall assist SAFCA by providing professional engineering design services and expertise to manage activities and other project-related efforts within the public works context and in compliance with the governing codes and regulations applicable to each project component. The Selected Firm shall provide engineering design services that are consistent with the applicable laws, regulations, policies and procedures.

1.2 Scope of Services

In the next five years, SAFCA anticipates the need for engineering design services for a variety of different sized flood control and habitat enhancement civil works projects ranging in construction costs from \$50,000 to \$5,000,000.

The Selected Firm(s) shall provide engineering design services to SAFCA in one or more of the service categories listed below. A Responding Firm may submit individually and/or participate as part of a larger group or prime consultant's SOQ submittal. SAFCA will evaluate the Responding Firm's entire Statement of Qualifications as a whole to develop rankings for each of the service category areas and may contract for services for all or individual service category areas.

1.2.1 Civil Engineering Design Services

Typical projects would include, but are not limited to, design of borrow sites, flood channel realignments, water control structures, bank protection, erosion control, access ramps, design concepts for cost estimating and engineering support as needed.

1.2.2 Structural Engineering Design Services

Typical projects would include design of box culverts, flood walls, retaining walls, and small bridges

1.2.3 Mechanical Engineering Design Services

Typical projects would include design of drainage pump stations and water wells for agricultural and mitigation sites.

1.2.4 Electrical Engineering Design Services

Typical projects would include design of drainage pump stations and water wells for agricultural and mitigation sites.

1.2.5 Geotechnical Engineering Design Services

Typical projects would include design support for borrow site, flood channel realignments, water control structures, bank protection and erosion control, box culverts, flood walls, retaining walls, small bridges, and drainage pump stations.

1.3 Submittal Deadline

SOQs shall be submitted no later than the Submittal Deadline time and date detailed in Section 2, RFQ Schedule of Events. Responding Firms shall respond to the written RFQ, which may include any exhibits, attachments, or amendments. A Responding Firm's failure to submit an SOQ as required before the deadline shall cause the firm's SOQ to be disqualified.

Responding Firms assume the risk of the method of dispatch/delivery chosen. SAFCA assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual Statement of Qualifications date of receipt by SAFCA. Late SOQs shall not be accepted nor shall additional time be granted to any potential Responding Firm.

Submittals may not be delivered orally, by facsimile transmission, via e-mail, or by other telecommunication or electronic means.

1.4 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in SAFCA's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with SAFCA or in the employment practices of SAFCA's consultants. Accordingly, all firms entering into contracts with SAFCA shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.5 Assistance to Respondents With a Disability

Responding Firms represented by personnel with a disability may receive accommodation regarding the means of communicating this RFQ and participating in this procurement process. Responding Firms represented by personnel with a disability should contact the RFQ Coordinator to request reasonable accommodation no later than the deadline for accommodation requests detailed in Section 2, RFQ Schedule of Events.

2 RFQ SCHEDULE OF EVENTS

The following RFQ Schedule of Events represents SAFCA's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m., Pacific Time. SAFCA reserves the right, at its sole discretion, to waive interviews and make final selection(s) of firm(s) recommended for contract award based on SOQs submitted by Responding Firms. SAFCA reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

	EVENT	DATE	TIME
1	SAFCA Issues RFQ	April 11, 2018	
2	Deadline for Written Comments	April 24, 2018	3:00 PM
3	SAFCA Issues Responses to Written Comments	April 27, 2018	
4	Deadline for Responding Firms to Submit Statement of Qualifications	May 11, 2018	3:00 p.m.
5	SAFCA Completes Evaluation of Statement of Qualifications/Identifies Shortlisted Firms and Creates Design Engineering Consultant List	May 18, 2018	

3 GENERAL REQUIREMENTS AND INFORMATION

3.1 RFQ Coordinator

The following RFQ Coordinator shall be the main point of contact for this RFQ.

Jennifer Heredia
Contract Technician
Sacramento Area Flood Control Agency
1007 7th Street, 7th Floor
Sacramento, CA 95814
Phone: 916-875-7606
herediaj@saccounty.net

3.2 RFQ Number

SAFCA has assigned the following RFQ identification number that must be referenced in all communications regarding the RFQ:

RFQ-SAFCA 2018-003

3.3 Communications Regarding the RFQ

3.3.1 Upon release of this RFQ, all Responding Firm communications concerning this procurement must be directed to the RFQ Coordinator. Unauthorized contact regarding the RFQ with other SAFCA employees may result in disqualification.

3.3.2 All communications should be in writing to the RFQ Coordinator. Any oral communications shall be considered unofficial and nonbinding on SAFCA. Written Comments, including questions and requests for clarification, must cite the subject RFQ number. The RFQ Coordinator must receive these written requests by the deadline specified in the RFQ Schedule of Events. Responding Firms may send inquiries/clarifications via e-mail to the following e-mail address: herediaj@saccounty.net and must include the following in the e-mail subject line: **“RFQ 2018-003 Clarification + (the name of your organization)”**

3.3.3 No communication regarding this RFQ shall be sent by facsimile transmission.

3.3.4 SAFCA shall respond in writing to written communications received prior to the Deadline for Written Comments. Such response shall constitute an amendment to the RFQ. Only written responses to written communications shall be considered official and binding upon SAFCA. SAFCA reserves the right, at its sole discretion, to determine appropriate and adequate responses to written comments, questions, and requests for clarification.

3.3.5 SAFCA shall post copies of its written responses to written comments on SAFCA’s webpage under Notices and Solicitations at www.SAFCA.org and it shall be the responsibility of the Responding Firm to monitor the posting of written responses.

3.3.6 Any data or factual information provided by SAFCA shall be deemed for informational purposes only, and if a Responding Firm relies on said factual information it should either:

- a) independently verify the information; or
- b) obtain SAFCA’s written consent to rely thereon.

3.4 Required Review and Waiver of Objections by Respondents

Responding Firms should carefully review this RFQ and all attachments, including but not limited to the *Standard Contract*, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “Comments”). Questions concerning RFQ Comments must be made in writing and received by SAFCA no later than the Deadline for Written Comments detailed in Section 2, RFQ Schedule of Events. This will allow issuance of any necessary amendment(s) in the form of Responses to Written Comments and help prevent the opening of defective submittals upon which contract award could not be made.

Protests based on any Comment shall be considered waived and invalid if these faults have not been brought to the attention of SAFCA, in writing, by the Deadline for Written Comments.

3.5 Statement of Qualifications Submittal

3.5.1 Respondents shall respond to this RFQ with a Statement of Qualifications (SOQ). One (1) original and three (3) copies of the SOQ along with one (1) digital copy shall be submitted to SAFCA in a sealed package and be clearly marked:

“Statement of Qualifications in Response to RFQ-2018-003”

3.5.2 All SOQs must be submitted to the RFQ Coordinator at the address listed in section 3.1 by the date and time identified as the Deadline for Submitting a Statement of Qualifications in Section 2, RFQ Schedule of Events.

3.6 Submittal Preparation, Interview and Negotiation Costs

SAFCA shall not pay any costs associated with the preparation, submittal, or presentation of any Statement of Qualifications, and costs incurred by the Responding Firms during the interview (if any) and negotiations phase of the solicitation process.

3.7 Statement of Qualifications Withdrawal

To withdraw an SOQ, the Responding Firm must submit a written request, signed by an authorized representative, to the RFQ Coordinator. After withdrawing a previously submitted SOQ, the Responding Firm may submit another SOQ at any time up to the Deadline for Submitting SOQs.

3.8 Statement of Qualifications Amendment

SAFCA shall not accept any amendments, revisions, or alterations to Statement of Qualifications after the deadline for SOQ submittal unless such is formally requested, in writing, by SAFCA.

3.9 Statement of Qualifications Errors

Responding Firms are liable for all errors or omissions contained in their Statement of Qualifications. Respondents shall not be allowed to alter SOQ documents after the deadline for submitting a Statement of Qualifications.

3.10 Incorrect Statement of Qualifications Information

If SAFCA determines that a Responding Firm has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the respondent knew or should

have known was materially incorrect, that submittal shall be determined non-responsive, and the SOQ shall be rejected.

3.11 Non-Negotiable Provisions

Since SAFCA contracts are subject to Government and Public Contract Codes, there are provisions which must be included in SAFCA contracts which may not be subject to negotiations as solely determined by SAFCA Counsel and SAFCA Risk Management providers.

3.13 Assignment and Subcontracting

3.13.1 The Responding Firm may not subcontract, transfer, or assign any portion of a contract without prior, written approval from SAFCA. Each subconsultant must be approved in writing by SAFCA. The substitution of one subconsultant for another may be made only at the discretion of SAFCA and with prior, written approval from SAFCA.

3.13.2 Notwithstanding the use of approved subconsultants, the Responding Firm, if awarded a contract under this RFQ, shall be the prime consultant and shall be responsible for all services performed.

3.14 Right to Refuse Personnel

SAFCA reserves the right to refuse, at its sole discretion, any subconsultant or any personnel provided by the prime consultant or its subconsultant.

3.15 Proposal of Alternate Services

Proposals of alternate services (i.e., proposals that offer something different from that requested by the RFQ) may be considered nonresponsive and rejected, although SAFCA is interested in understanding if Responding Firms can provide services in addition to those requested and listed in Section 1.2.

3.16 Proposal of Additional Services

If a Responding Firm indicates the capability and offers services in addition to those required by and described in this RFQ, these additional services may be added to the contract before contract signing at the sole discretion of SAFCA. The cost for any such additional services shall be mutually agreed upon by the Selected Firm and SAFCA, and incorporated into the contract before contract signing.

3.17 Insurance

The apparent successful Responding Firm(s) may be required to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. Additionally, SAFCA may, at its sole discretion, require the apparent successful Respondent to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by SAFCA shall be in a form and substance acceptable to SAFCA.

3.18 Licensure

Before a contract pursuant to this RFQ is signed, the Selected Firm must hold all necessary, applicable business and professional licenses. SAFCA may require any or all Responding Firms and/or the Responding Firm's subconsultants to submit evidence of proper licensure.

3.19 Conflict of Interest and Statement of Qualifications Restrictions

3.19.1 By submitting a SOQ, the Responding Firm certifies that no amount shall be paid directly or indirectly to an employee or official of SAFCA as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or contractor to the Respondent in connection with the procurement under this RFQ.

Notwithstanding this restriction, nothing in this RFQ shall be construed to prohibit another agency or other governmental entity from making a submittal, being considered for award, or being awarded a contract under this RFQ.

3.19.2 SAFCA shall not contract with an individual who is, or within the past six months has been, an employee of SAFCA. An individual shall be deemed a SAFCA employee until such time as all salary, termination pay, and compensations representing annual or compensatory leave have been paid by SAFCA. A contract with a company in which a controlling interest is held by a SAFCA employee shall be considered to be a contract with said individual and shall be prohibited.

3.19.3 Any individual, company, or other entity involved in assisting SAFCA in the development, formulation, or drafting of this RFQ or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Respondents, and said individual, company, or other entity may not submit an SOQ in response to this RFQ.

3.20 RFQ Amendment and Cancellation

SAFCA reserves the unilateral right to amend this RFQ in writing at any time. SAFCA also reserves the right to cancel or reissue the RFQ at its sole discretion. SAFCA shall post copies of RFQ amendments on the SAFCA webpage and it shall be the responsibility of the Responding Firm to monitor the posting of written responses. Responding Firms shall respond to the final written RFQ and any exhibits, attachments, and amendments.

3.21 Right of Rejection

3.21.1 SAFCA reserves the right, at its sole discretion, to reject any and all SOQs or to cancel this RFQ in its entirety.

3.21.2 Any submittal received which does not meet the requirements of this RFQ may be considered to be non-responsive, and the SOQ may be rejected. Responding Firms must comply with all of the terms of this RFQ and all applicable State and local laws and regulations. SAFCA may reject any SOQ that does not comply with all of the terms, conditions, and performance requirements of this RFQ.

3.21.3 Responding Firms may not restrict the rights of SAFCA or otherwise qualify their SOQs. If a Respondent does so, SAFCA may determine the SOQ to be a non-responsive counteroffer, and the SOQ may be rejected.

3.21.4 SAFCA reserves the right, at its sole discretion, to waive variances in submittals provided such action is in the best interest of SAFCA. Where SAFCA waives minor variances in submittals, such waiver does not modify the RFQ requirements or excuse the Responding Firm from full compliance with the RFQ. Notwithstanding any minor variance, SAFCA may hold any Responding Firm to strict compliance with the RFQ.

3.22 Disclosure of Submittal Contents

All SOQs and other materials submitted in response to this RFQ procurement process become the property of SAFCA. Selection or rejection of a submittal does not affect this right. All SOQ information, including detailed price and cost information (if any), shall be held in confidence during the evaluation process. Upon the completion of the evaluation of submittals, indicated by public release of an Evaluation Notice, the SOQs and associated materials shall be open for review by the public upon request to the extent allowed by the *California Public Records Act*, (Government Code Section 6250-6270 and 6275-6276). By submitting an SOQ, the Responding Firm acknowledges and accepts that the contents of the submittal and associated documents shall become open to public inspection.

3.23 Proprietary Information

The master copy of each SOQ shall be retained for official files and will become public record as discussed in Section 3.22 unless the SOQ or specific parts of the submittal can be shown to be exempt by law (Government code §6276). Each Responding Firm may clearly label part of a submittal as "CONFIDENTIAL" if the Respondent thereby agrees to indemnify and defend SAFCA for honoring such a designation. The failure to so label any information that is released by SAFCA shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by SAFCA, SAFCA will notify the Responding Firm of the request and delay access to the material until seven (7) working days after notification to the Respondent. Within that time delay, it will be the duty of the Respondent to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

3.24 Severability

If any provision of this RFQ is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and, the rights and obligations of SAFCA and Responding Firms shall be construed and enforced as if the RFQ did not contain the particular provision held to be invalid.

4 SPECIAL REQUIREMENTS

4.1 Joint Ventures and Partnering

Submittals from joint ventures or entities partnering for a specific service must be designed to minimize any administrative burden on SAFCA as a result of the participation of multiple entities.

- 4.1.1 The submittal shall clearly set forth the respective responsibilities and functions that each Principal of the joint venture or partnering entities would perform if awarded a contract pursuant to this RFQ.
- 4.1.2 The submittal must include a copy of the joint venture or partnering agreements that identify the Principals involved as well as their rights and responsibilities regarding a contract pursuant to this RFQ.
- 4.1.3 The SOQ transmittal letter must be signed by each Principal of the joint venture and include all required information.

5 STATEMENT OF QUALIFICATIONS (SOQ) FORMAT AND CONTENT

5.1 General Statement of Qualifications Requirements

- 5.1.1 SAFCA discourages lengthy and costly submittals. SOQs should be prepared simply and economically and provide a straightforward, concise description of the Responding Firm's capabilities to satisfy the requirements of this RFQ. Emphasis should be on conformity to SAFCA's instructions, requirements of this RFQ, and completeness and clarity of content.
- 5.1.2 Responding Firms must follow all formats and address all portions of the RFQ set forth herein providing all information requested. Respondents may retype or duplicate any portion of this RFQ for use in responding to the RFQ, provided that the SOQ clearly addresses all of SAFCA's information requirements.
- 5.1.3 Responding Firms must respond to every subsection under the SOQ and Fee Schedule sections below. Respondents must label each response to RFQ requirements with the section and subsection numbers associated with the subject requirement in this RFQ (e.g., the response to the third requirement of the SOQ Transmittal Letter would be labeled 5.2.1.3).

Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at SAFCA's sole discretion, result in the rejection of the Submittal.

SOQs must not contain extraneous information. All information presented in an SOQ must be relevant in response to a requirement of this RFQ, must be clearly labeled, and, if not incorporated into the body of the SOQ itself, must be referenced to and from the appropriate place within the body of the SOQ. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.

- 5.1.4 Submittals shall be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spread sheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English. All monetary amounts must be detailed in United States currency. All submittal pages must be numbered.
- 5.1.5 Responding Firms must submit their SOQs in accordance with Section 2 of this RFQ by the Deadline for Submitting an SOQ in the RFQ Schedule of Events.

5.2 Statement of Qualifications (SOQ)

The SOQ shall be divided with labeled tabs into the following sections:

1. SOQ Transmittal Letter, to include:
 - a. Confirmation of *Receipt of Response to Written Comments*;
 - b. Statement of acknowledgment that SAFCA's *SAMPLE Standard Contract Agreement* has been reviewed and accepted with or without qualification;
2. Mandatory Responding Firm's Qualifications;
 - a. Signed *Attachment 9.4, Certification of Compliance*;
3. General Responding Firm's Qualifications and Experience.

If an SOQ fails to detail and address each of the requirements detailed herein, SAFCA may determine the information submitted to be non-responsive and reject it.

- 5.2.1 **Statement of Qualifications Transmittal Letter.** The SOQ must provide a written transmittal and offer of the Responding Firm in the form of a standard business letter. The SOQ Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required. Each SOQ must meet the SOQ Transmittal Letter requirements and provide all required documentation. An SOQ Transmittal Letter is mandatory, and failure to provide the information as required may result in the submittal being considered non-responsive and rejected.
- 5.2.1.1 The letter shall be signed by a company officer empowered to bind the Responding Firm to the provisions of this RFQ and any contract awarded pursuant to it; if said individual is not the company president, the letter shall attach evidence showing authority to bind the company.
- 5.2.1.2 The letter shall state that the SOQ remains valid for at least sixty (60) days subsequent to the date of opening and thereafter in accordance with any resulting contract between the Responding Firm and SAFCA.
- 5.2.1.3 The letter shall provide the complete name and Social Security Number of the individual or the legal entity name and Federal Employer Identification Number of the firm making the submittal.
- 5.2.1.4 The letter shall provide the name, mailing address, and telephone number of the person SAFCA should contact regarding the SOQ.
- 5.2.1.5 The letter shall state whether the Responding Firm intends to use subconsultants. If so, clearly identify the names of the subconsultants along with complete mailing addresses and the scope and portions of the services the subconsultants shall perform. (NOTE: The Selected Firm must notify SAFCA prior to the use of any subconsultants should subconsultants not be listed in the SOQ).
- 5.2.1.6 The letter shall state whether the Responding Firm or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by SAFCA) and, if so, the nature of that conflict. SAFCA reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offeror. Such determination regarding any questions of conflict of interest shall be solely within the discretion of SAFCA.
- 5.2.1.7 The letter shall also include a statement of acknowledgment that SAFCA's SAMPLE Standard Contract Agreement has been reviewed and accepted with or without qualification. If qualifications are involved, those items for which the Responding Firm is requesting adjustment or modification must be identified and listed along with suggested modifications to the contract. The scope of services for a contract will be developed during the negotiation process but will initially be based on the Task List in Section 1.2 of the RFQ. If no modifications to the Agreement are noted, then SAFCA will assume that the Firm is capable of performing all normal managerial tasks and services without reservation or qualification to the Agreement.
- 5.2.2 **Mandatory Respondent Qualifications.** SOQs shall provide responses and documentation, as required, that indicate that the Responding Firm has met the Mandatory Respondent Qualifications requirements. Any SOQ which does not meet the mandatory requirements and provide all required documentation may be considered non-responsive, and the submittal may be rejected. SOQs shall include the following information:
- 5.2.2.1 Written confirmation that the Responding Firm shall comply with all of the provisions in this RFQ and shall accept all terms and conditions set out in the Standard Contract in Section 8 of this RFQ unless exceptions are noted pursuant to Section 5.2.1.7 above. (NOTE: If the SOQ fails to provide said confirmation without exception or qualification, SAFCA, at its sole discretion, will determine that the Responding Firm will comply with all provisions of the Standard Contract.)

- 5.2.2.2 Written certification and assurance of the Responding Firm's compliance with the following regulations: (Use Attachment 9.2, Certification of Compliance)
- a) the laws of the State of California;
 - b) Title VI of the federal Civil Rights Act of 1964;
 - c) Title IX of the federal Education Amendments Act of 1972;
 - d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
 - e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
 - f) the condition that the submitted SOQ was independently arrived at, without collusion, under penalty of perjury;
 - g) the condition that no amount shall be paid directly or indirectly to an employee or official of SAFCA as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or contractor to the Respondent in connection with the Procurement under this RFQ;
 - h) California Department of Industrial Relations, Division of Occupational Safety and Health (also known as Cal/OSHA);
 - i) California Department of Health Services; and,
 - j) Drug free work place.

Copies of certifications and accreditations shall be given to SAFCA before the start of the provision of services.

- 5.2.3 **General Respondent Qualifications and Experience.** SOQs shall provide the following information (referencing the subsections in sequence) to evidence the Responding Firm's experience in delivering services similar to those required by this RFQ:
- 5.2.3.1 A brief description of the Responding Firm's background and organizational history, including current licenses/certifications held by the Responding Firm that directly relate to the engineering design services solicited;
 - 5.2.3.2 Number of years in business;
 - 5.2.3.3 A brief statement of how long the Responding Firm has been performing the services required by this RFQ;
 - 5.2.3.4 Location of office(s) with clear identification of the office(s) from which services will be performed;
 - 5.2.3.5 A description of the Responding Firm's number of employees, longevity, client base;
 - 5.2.3.6 Whether there have been any mergers, acquisitions, or sales of the Responding Firm's company within the last five years (if so, an explanation providing relevant details);
 - 5.2.3.7 Form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, limited liability company, *et cetera*);
 - 5.2.3.8 A statement as to whether the Responding Firm or any of the Responding Firm's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled *nolo contendere* to any felony; and if so, an explanation providing relevant details;
 - 5.2.3.9 A statement as to whether there is any pending litigation against the Responding Firm; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Responding Firm's performance in a contract under this RFQ;

- 5.2.3.10 A statement as to whether, in the last ten years, the Responding Firm has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details;
- 5.2.3.11 A list, if any, of all current contractual relationships with SAFCA and all those completed within the previous five year period— the list must include:
- a) the contract number;
 - b) the contract term; and
 - c) the type of services provided thereunder.

(NOTE: Current or prior contracts with SAFCA are NOT a prerequisite to being awarded the maximum available points for the Responding Firm's Qualifications and Experience category. The existence of such current or prior contractual relationships will not automatically result in the addition or deduction of evaluation points. Any such current or prior contractual relationships shall be generally considered in awarding the Responding Firm Qualifications and Experience category points.)

- 5.2.3.12 A brief, descriptive statement indicating the Responding Firm's credentials to deliver the services sought under this RFQ;
- 5.2.3.13 Describe in detail a maximum of ten public sector or similar projects completed in the last five years that demonstrates the following:
- Experience providing engineering design services for public agencies, including the State of California and U.S. Army Corps of Engineers
 - Experience with public sector projects
 - Experience performing tasks listed in Section 1.2 of the RFQ

Limit: One page per project.

Identify client references for all projects listed, include name of firm or organization, position title of reference and current phone number;

- 5.2.3.14 Describe in detail, work that the Responding Firm has directly performed on a maximum of four projects that shows:
- A demonstrated ability to meet internal and project deadlines, major milestone and overall project schedule, identifying specific forecast and recovery tools/ methods used to maintain schedules.
 - A demonstrated ability to deliver services within the stipulated project budget, including forecast and recovery tools/methods used to maintain budget.

Limit: one page per Project.

- 5.2.3.15 Provide a matrix referencing work performed relative to projects listed in Section 5.2.3.14 indicating key personnel listed in Section 5.2.3.16 responsible for performance and the extent of their involvement in the project. Differentiate which work was performed by subconsultants, if subconsultants are proposed.
- 5.2.3.16 An organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFQ and illustrating the lines of authority and designate the individual responsible for the completion of services and deliverables listed in Section 1.2 of the RFQ;

- 5.2.3.17 A narrative description of the proposed project team, its members, and organizational structure; identify the primary contact person who will lead the day-to-day work effort and serve as the primary contact to SAFCA on a day-to-day basis.
- 5.2.3.18 A personnel roster and resumes of key people who shall be assigned by the Responding Firm and its subconsultants to perform duties or services under the contract. Resumes shall detail each individual's title, education, current position with the Responding Firm or subconsultants. Identify the duration of employment with the Responding Firm and other firms for each person listed. Describe the relevant experience and education, professional licenses and demonstrated accomplishments of these key staff members. State their knowledge of applicable codes and regulations, required approval processes, and software applications. Clarify which personnel from the Responding Firm have worked directly with the proposed subconsultants (if subconsultants are proposed) and describe the nature and quality of past working relationships on similar projects;
- 5.2.3.19 Describe the operational or organizational approach to fulfilling the scope of services/contract intent and state how this model will coordinate with SAFCA's Project Management Team.
- 5.2.3.20 Provide a list of additional services that the firm is willing to provide beyond those listed in Section 1.2 of this RFQ.

6 EVALUATION, CONSULTANT SELECTION, AND CONTRACT AWARD

6.1 Statement of Qualifications Evaluation Categories and Maximum Points

- **Firm’s Background/Organizational History**
(Section 5.2.3.1 – 5.2.3.11) $\frac{\quad}{\text{Score}} \times \frac{0.25}{\text{Weight}} = \frac{\quad}{\text{Rating}}$
- **Firm’s Credential’s/Experience**
(Section 5.2.3.12 – 5.2.3.14) $\frac{\quad}{\text{Score}} \times \frac{0.25}{\text{Weight}} = \frac{\quad}{\text{Rating}}$
- **Proposed Personnel and Subconsultants**
(Section 5.2.3.15 – 5.2.3.20) $\frac{\quad}{\text{Score}} \times \frac{0.50}{\text{Weight}} = \frac{\quad}{\text{Rating}}$

Total Points _____

Please evaluate the proposals using the following cumulative point system (maximum of 5.00 points):

Scoring

Outstanding	=	5
Very Good	=	4
Good	=	3
Average	=	2
Poor	=	1
Not Addressed or Unacceptable	=	0

Additional review factors include:

- References
- Interviews – If the Selection Committee determines to include interviews in the selection process

6.2 Statement of Qualifications Evaluation Process

6.2.1 The evaluation process is designed to develop a list of engineering firms with the best combination of attributes based upon the evaluation criteria, not necessarily the Responding Firms with the lowest fees. Therefore, SOQs are evaluated against the evaluation criteria in this RFQ and NOT against SOQs submitted by other firms.

6.2.2 The RFQ Coordinator shall manage the SOQ evaluation process and maintain SOQ evaluation records. An Evaluation Team made up of SAFCA and/or selected partner agencies shall be responsible for evaluating the SOQs.

6.2.3 All SOQs will be reviewed by the RFQ Coordinator to determine compliance with basic SOQ requirements as specified in this RFQ. If the RFQ Coordinator determines that an SOQ may be missing one or more such requirements, the RFQ Coordinator, the SOQ Evaluation Team, and/or SAFCA Counsel shall review the submittal to determine:

- a) if it meets requirements for further evaluation;

- b) if SAFCA shall request clarification(s) or correction(s); or
- c) if SAFCA shall determine the submittal nonresponsive and reject it.

- 6.2.4 The Evaluation Team shall evaluate responsive SOQs. Each evaluator shall score the evaluation categories of each SOQ. The evaluation scoring shall use the pre-established evaluation criteria and weights set out in this RFQ. (Refer to Attachment 9.3, SOQ and Interview Evaluation Format).
- 6.2.5 SAFCA reserves the right, at its sole discretion, to request clarifications of SOQs or to conduct discussions for the purpose of clarification with any or all Responding Firms. The purpose of any such discussions shall be to ensure full understanding of the SOQ. Discussions shall be limited to specific sections of the SOQ identified by SAFCA and, if held, shall be after initial evaluation of SOQ. If clarifications are made as a result of such discussion, the Respondent shall put such clarifications in writing.
- 6.2.6 Upon completion of SOQ evaluation scoring by the Evaluation Team, the RFQ Coordinator shall calculate the average SOQ Evaluation score for each SOQ.
- 6.2.7 The top rated firms with the highest scores from the SOQ evaluation scoring may be interviewed and rated. SAFCA reserves the right, at its sole discretion, to determine the number of respondents to be interviewed. If held, the interview should be led by the individual identified by the Responding Firm who will be the primary contact with SAFCA on a day-to-day basis.
- 6.2.8 The same evaluation criteria used for the SOQ evaluation process will be used to rate the firms during the interviews, if interviews are conducted as part of the selection process. At the end of the interview process, the Evaluation Panel will re-rank the firms to determine the best evaluated Firm.
- 6.2.9 The RFQ files shall be made available for public inspection upon request as discussed in Section 3.22.

6.3 Contract Award Process

- 6.3.1 After the results of the reviews have been validated by SAFCA's administrators, a list of engineering design firms will be prepared. As design projects are identified, the RFQ Coordinator will generally invite three of the firms on the list of engineering design consultants to submit a proposal for providing the identified scope of services.
- 6.3.2 SAFCA reserves the right, at its sole discretion, to negotiate solely with one Responding Firm that it feels is best suited to perform the required scope of services.
- 6.3.3 A Responding Firms shall be prepared to enter into a contract with SAFCA which shall be substantially the same as the *SAMPLE Standard Contract* included in Section 8 of this RFQ. Notwithstanding, SAFCA reserves the right to add terms and conditions, deemed to be in the best interest of SAFCA, during final contract negotiations.

7 STANDARD CONTRACT INFORMATION

7.1 Contract Approval

The RFQ and the consultant selection processes do **not** obligate SAFCA and do **not** create rights, interests, or claims of entitlement in the apparent best evaluated Responding Firm or any potential consultant or subconsultant. Contract award and SAFCA obligations pursuant thereto shall commence **only** after the contract is signed by the authorized representative of the best evaluated Responding Firm and SAFCA to establish a legally binding contract.

7.2 Contract Payments

Contract payments shall be made in accordance with the Payment Terms and Conditions provision of the final contract.

No payment shall be made until the contract is approved and invoices for services provided are submitted and approved as required by SAFCA. Under no conditions shall SAFCA be liable for payment of any type associated with the contract or responsible for any services provided by the Selected Firm, even services provided in good faith and even if the Selected Firm is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval by SAFCA.

7.3 Contract Monitoring

The Selected Firm shall be responsible for the completion of all services set out in the contract. All services are subject to review, evaluation, and acceptance by SAFCA. SAFCA may employ all reasonable means to ensure that the services are progressing and being performed in compliance with the contract. At reasonable times, SAFCA may inspect those areas of the Selected Firm's place of business that are related to the performance of the contract. If SAFCA requires such an inspection, the Selected Firm shall provide reasonable access and assistance.

7.4 Contract Amendment

During the course of a contract, SAFCA may request the Selected Firm to perform additional services for which the Selected Firm would be compensated. Those services shall be within the general scope of this RFQ. In such instances, SAFCA shall provide the Selected Firm a written description of the additional services, and the Selected Firm shall submit a time schedule for accomplishing the additional services and a price for the additional services based on the Selected Firm's Fee Schedule. If SAFCA and the Selected Firm reach an agreement regarding the additional services and associated compensation, said agreement shall become effective by means of a contract amendment. Any such amendment requiring additional services must be mutually agreed upon by the parties and signed by the Selected Firm and SAFCA. The Selected Firm shall **not** commence additional services until SAFCA has issued a written contract amendment and secured **all** required approvals.

8 STANDARD CONTRACT DESCRIPTION

The *SAMPLE Standard Contract* provided in Attachment 9.1 shows the standard terms and conditions for SAFCA's consulting services contracts. SAFCA's standard *Cost Reimbursement Guidelines* and *Consultant Insurance Requirements* are provided in Attachment 9.2 and 9.3, respectively.