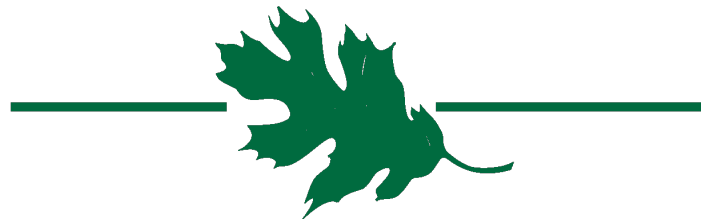


**REQUEST FOR QUALIFICATIONS AND PROPOSAL
for Stormwater NPDES Implementation Assistance**

OAKLEY



CALIFORNIA

DUE: Wednesday, December 14, 2022, at 2:00 p.m.

City of Oakley
Public Works & Engineering Department
3231 Main Street
Oakley, CA 94561

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SECTION 1 INTRODUCTION

The City of Oakley Public Works & Engineering Department is seeking qualifications and cost proposals for specialized technical and engineering services to assist the City in meeting requirements contained in the Municipal Regional Stormwater NPDES Permit (MRP) and to fulfill its obligations as a member of the Contra Costa Clean Water Program (CCCWP).

The City intends to select one (1) qualified firm (Consultant) with whom to execute a Consulting Services Agreement (CSA) for a term of two (2) years, with an option for up to two (2) years of extensions at the City's discretion to a total of four (4) years. A Sample Consulting Services Agreement is included in Attachment A. The Consultant shall provide consulting services on a regular and as-needed basis depending on the nature of the activity. Regular services include, but are not limited to, attendance at regularly scheduled committee meetings. As-needed services include, but are not limited to, site or project-specific tasks, such as enforcement response activities, inspections, and plan reviews.

This Request for Qualifications and Proposals (RFQ/P) is available on the City's website at <https://www.ci.oakley.ca.us/business/request-for-proposals/>. It is the responsibility of the firms responding to this RFQ/P to check the website to obtain any addenda and any other pertinent documentation that may be issued prior to the deadline.

Proposals submitted by interested firms shall consist of:

- 1) Statement of Qualifications (SOQ), or Technical Proposal; and
- 2) Cost Proposal (in a separate envelope)

Unsigned Proposals or Proposals signed by an individual not authorized to bind the prospective firm will be considered non-responsive and rejected. Proposals received after the time and date specified above will be considered non-responsive and returned.

SECTION 2 PROJECT DESCRIPTION

The City of Oakley, incorporated in July 1999, is one of California's youngest cities. Residents enjoy a charming area with an abundant housing supply, quality schools, and a friendly atmosphere that truly make Oakley, "A Place for Families in the Heart of the Delta."

Oakley's residents enjoy a progressive community that is rich in history, supports strong family values, and offers a high quality of life. Our residents take pride in being a part of a City that is building a prosperous future for generations to come.

The City prides itself as an efficient provider of services. Our mission is to operate the City by achieving maximum efficiency in its service delivery and keeping expenditures and operating costs to a minimum while responding to community needs and priorities. The City seeks to optimize governmental administration to be as cost-effective as possible while providing the high quality of service expected by the community.

The City is seeking firms with similar philosophies to the City's mission to provide high-quality, efficient, and cost-effective services. The City is a member of the Contra Costa Clean Water Program (CCCWP). The successful firm (Consultant) will assist the City in complying with all provisions of the Municipal Regional NPDES Permit (MRP) and meeting our responsibilities within the CCCWP.

SECTION 3 PRELIMINARY SCOPE OF SERVICES

A preliminary scope of services is described below. The scope includes both regularly scheduled and as-needed tasks. Proposers are encouraged to supplement/augment this preliminary scope of services as needed to meet the quality assurance, schedule, and budgetary expectations of the City of Oakley for the work. The final scope of services may be refined during contract negotiations with the selected firm to better meet the City's expectations. The selected Consultant shall comply with all laws, codes, rules, and regulations of the State, County, and City applicable to the work to be performed.

A. **General Program Assistance.** This includes provisions that do not have specific implementation tasks otherwise outlined below, including but not limited to:

- i. Consulting on the following (assume 80 hours per year for purposes of pricing):
 - Inquiries from the Water Board staff
 - Updates to the ERP documentation as needed
 - Strategies for outreach efforts
 - Implementation of version three of the MRP (MRP 3.0)
 - The CCCWP AGOL database on behalf of the City
 - Private Lands Drainage Areas (PLDAs) planning, implementation, and compliance
 - Green Stormwater Infrastructure (GSI) planning, implementation, and compliance
 - Integrated Pest Management planning, implementation, and compliance
 - Corp Yard SWPPP
- ii. Implementing and enforcing the provisions of the City's Enforcement Response Program (ERP) (assume 20 hours per year for purposes of pricing)
- iii. Maintaining the CCCWP AGOL database in collaboration with, and on behalf of, the City (assume 20 hours per year for purposes of pricing)
- iv. Providing training support for City staff (assume 20 hours per year for purposes of pricing)

B. **Program Meetings.** This budget item includes attendance and representation on the committees of the Contra Costa Clean Water Program (CCCWP) (Committee meetings are generally held one time per month)

Currently, the City is on the following committees:

- i. Management Committee
- ii. Development Committee (alternating with each Fiscal Year)
- iii. Administrative Committee (alternating with each Fiscal Year)

This budget item includes providing all necessary services to keep the City staff apprised and engaged in the CCCWP, including but not limited to:

- i. Reporting to City staff on pertinent happenings within the meetings and upcoming votes
- ii. Attending special meetings if scheduled by the CCCWP
- iii. Assisting staff with providing the information requested by the CCCWP
- iv. Other coordination activities are required to provide high-quality representation for the City on these committees (assume 20 hours per year for purposes of pricing)

- C. **C.6 Construction Site Inspections.** This budget item includes performing C.6 construction site inspections for regulated projects under construction within the City.
(Assume ten active construction projects during each of the water years for pricing purposes)

This budget item includes, but is not limited to:

- i. Maintaining written documentation for each visit
- ii. Documenting correspondence regarding violations and enforcement actions
- iii. Following up with violations until compliance is achieved
- iv. Coordinating with City staff on all issues associated with the C.6 inspections

- D. **Stormwater Control Plan and O&M Plan Review.** This budget item includes the review of Stormwater Control Plans (SWCPs) and Operations and Maintenance Plans (O&M Plans).
(Assume ten SWCPs and ten O&M Plans during each year of the contract for pricing purposes)

This item includes, but is not limited to:

- i. Reviewing submitted plans for compliance with the MRP and the CCCWP requirements and thresholds
- ii. Providing written comments in letter format to the City
- iii. Tracking comments, reviews, and approvals

- E. **Data Collection and Management.** This budget item includes the collection of data for the Annual Report that is not otherwise collected by other entities (such as Iron House Sanitary District (ISD), Revel Environmental Manufacturing (REM), and the CCCWP. 'Collection' here constitutes gathering new data, such as by inspection or by measurement.

This includes, but is not limited to:

- i. Hot Spot inspections per C.10 of the MRP
- ii. Annual O&M inspections required per C.3 of the MRP
- iii. Other items required for the City and CCCWP Annual Reports

It also includes maintaining records for:

- i. The City's Enforcement Response Plan (ERP)
- ii. Enforcement actions
- iii. C.6 construction site inspections documentation
- iv. C.3 O&M inspections documentation
- v. Hot Spot inspections documentation
- vi. SWCPs and O&M Plans

- F. **Green Infrastructure Plan Implementation.** Assist with City staff in implementing the City of Oakley's green infrastructure plan per NPDES deadline requirements. (Assume 80 hours for pricing purposes).

- G. **Annual Report Preparation.** This budget item includes: 1) compiling all relevant information for the Annual Report; 2) entering the data in the Water Board's SMARTS system, and 3) proactively coordinating with the City to prepare for certification of the report within the timelines set forth by both the Water Board and the CCCWP. 'Compiling' here constitutes assembling collected data.

Sources of data will include, but are not limited to:

- i. The Consultant
- ii. Iron House Sanitary District (ISD)
- iii. REM
- iv. CCCWP
- v. City staff

This budget item specifically includes, but is not limited to:

- i. Proactively coordinating with City staff for the timely compilation of necessary data
- ii. Compiling and providing (in coordination with City staff) data the City is obligated to submit for the CCCWP Annual Report
- iii. Fully cooperating and collaborating with the CCCWP
- iv. Other necessary and desirable management, or other activities, to assist the City to ensure adequate reporting to meet the City's obligations to the CCCWP and to comply with NPDES and the MRP.

H. Records

- i. The Consultant will be required to submit all electronic files generated during the course of work for the City of Oakley, including but not limited to reports, photographs, software output, and various records. All such files and records shall become the sole property of the City of Oakley.

SECTION 4 FORMAT OF PROPOSAL

A. Format

- i. The Proposal shall not exceed twenty (20) single-sided or ten (10) double-sided, standard-sized (8½" x 11") pages. The page limit does not apply to the schedule of rates, costs, fees, one-page table of contents, or any folder or cover.
- ii. All pages shall be numbered.
- iii. A minimum font size of 12 shall be used.

SECTION 5 CONTENT OF PROPOSAL

The Proposal shall include the following:

A. Cover letter

- i. Describe the proposing firm's interest in the Project and the commitment of personnel to the Project.
- ii. Provide a statement that the proposing firm takes no exceptions to the City's Consulting Services Agreement (CSA) or will list any exceptions they may request if selected. Note that listing exceptions does not indicate that the City will agree to said exceptions if selected.

B. Executive Summary

- i. Briefly describe the firm's experience and qualifications in dealing with similar projects and why the firm should be selected for this project.
- ii. Describe staffing and resources needed, key staff experience, and how staff will be utilized throughout the project durations.

C. Project Understanding and Approach

- i. Describe the firm's understanding of the work and provide detail on the firm's approach.
- ii. Identify any innovative and cost-saving solutions.
- iii. Provide a redline/strike-out of the proposed scope of services, include any proposed improvements to the scope of services of added services that may be required to meet the intent of the project, and explain your reasoning and/or alternate approach to the work or greater detail. This is done to facilitate negotiation of the final scope of services and expedite development of an Agreement for award.
- iv. Provide information on constraints or coordination issues.

D. Experience/Project Team

- i. Discuss and identify key personnel, qualifications, and assignments.
- ii. Identify key personnel, firm affiliation, responsibility, title, and how long the person has been with the firm.
- iii. Highlight the firm's and the key personnel's experience with related projects of similar complexity and scope, completed within the last ten (10) years.
- iv. Include any subconsultants if they would perform a portion of the work.
- v. Provide client references for projects completed by the firm with similar scopes of work. References shall be able to speak directly about and have direct knowledge of the performance of the company proposing and shall match some portion of the experience referenced for each of the key staff members proposed.

DI. Scope of Services

- i. Within Scope of Services section:
 - Include a comprehensive proposed scope of services based on the preliminary scope of service shown in this RFP/Q.
 - Clearly identify in any new or modified scope items not clearly identified in the preliminary scope of services shown in this RFP/Q.
 - Provide any additional improvements to the scope of services the firm deems relevant and clearly indicate how the additions will provide benefit.
- ii. For purposes of this project, the scope of services included in this RFP/Q will constitute the scope of services for the contract agreement, except as specifically shown in the proposal to be modified.
- iii. It is the City's intent to copy the agreed upon additions or modifications directly from the proposed scope of services into the original preliminary scope of services for inclusion in the contract agreement.

DII. Resumes

- i. Provide resumes for key personnel clearly indicating:
 - Educational background
 - Valid licenses and certifications that may be applicable
 - Background and specific relevant project experience.
- ii. Each resume shall include references and contact information for at least (3) three projects shown for experience, and at least one should match references provided for the company proposing.

- iii. Resumes shall not exceed 4 pages (2 sheets of paper in printed front and back, or 4 sheets of paper if one-sided).
- iv. Resumes shall be provided for all personnel proposed, including all subconsultants.
- v. Resumes should be reasonably concise and only include work experience relevant to the scope of work.
- vi. Resumes should clearly identify each person's current employer for this project.

G. Schedule of Work

- i. Provide a work schedule for each year of the contract, including the City's discretionary years 4 and 5.

H. Conflict of Interest Disclosure

- i. The firm proposing shall disclose and list any financial, business, or other relationships with the City that may have an impact on the outcome of the project required for performance. A potential conflict of interest includes but is not limited to work-related to contracts with other City departments, other municipalities, local land developers, current clients, and other parties who may have a financial interest in the outcome of the project.
- ii. See the Conflict-of-Interest section on the attached Consulting Services Agreement (CSA) for more information. At the City's discretion, a potential conflict of interest may be waived or factored into final award decisions and/or a modified scope of work.

I. Non-Collusion Statement

- i. Proposing firms shall include within their proposals a statement of Noncollusions that clearly states the following:

"The Consultant declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Consultant has not directly or indirectly induced or solicited any other Consultant to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Consultant or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Consultant has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Consultant or any other Consultant, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Consultant, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Consultant has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal."

J. Certification of Insurance Requirements

Provide a verification letter that you understand and can comply with the City's insurance requirements and form types. Include a written statement with the contract form, indemnification, conflicts of interest provisions, and acceptable insurance that meet the insurance limits and requirements. The individual authorized to negotiate the final contract must sign the letter. Insurance coverage shall meet at least the following limits:

- | | |
|---------------------------------|-----------------------------|
| a. General Commercial Liability | \$1,000,000 |
| b. Automobile Insurance | \$1,000,000 |
| c. Worker's Compensation | per State Law (\$1,000,000) |

The City's insurance provisions are provided in Attachment B.

K. Cost Proposal (in a separate envelope)

Cost proposals shall include at a minimum:

- i. The cost for each task included in the scope of services
- ii. A cost breakdown by task for individual staff involved in the project (including any subconsultants).
- iii. Estimated hours of work and labor rates by individual staff.
- iv. All overhead markups are to be included in the labor rates shown.
- v. Subconsultant labor is clearly delineated from prime consultant labor.
- vi. Total cost estimate shall be on a Time and Materials Not-to-Exceed basis to perform all services requested.

SECTION 6 SUBMITTAL REQUIREMENTS

A. Proposal Submittal

- i. Proposals shall be submitted to:

Kevin Rohani, Public Works Director
City of Oakley
Public Works & Engineering Department
3231 Main Street
Oakley, California 94561

- ii. Submittals shall consist of:
 - Technical Proposal: three (3) hard copies and one (1) PDF copy on a USB or Flash drive
 - Cost Proposal: one (1) hard copy in a separate sealed envelope and one (1) PDF copy on a USB or Flash drive (this may be the same USB as used for the technical proposal).
- iii. All proposals shall be signed by an authorized official of the firm.

B. Questions

- i. All questions related to this RFP/Q shall be submitted in writing to the attention of Billilee Saengchalern, Principal Engineer, via email to the following email address: Saengchalern@ci.oakley.ca.us
- ii. The subject line of emails must read **STORMWATER NPDES**. All questions must be submitted prior to the Questions deadline, as shown in the schedule.
- iii. Questions received after the deadline will remain unanswered. No oral questions or inquiries about this RFP/Q will be accepted.

SECTION 7 COMPENSATION FOR AS-NEEDED SERVICES

As-needed services include C.6 inspections, SWCP/ O&P Plan reviews, enforcement response activities and documentation, and other non-regular tasks pertaining to stormwater regulatory compliance. For these services, the Consultant shall, at the City's request, advise the City in writing of the scope of services to be provided for each assignment and the estimated cost on a time and materials not-to-exceed basis to perform these services. The Consultant shall not proceed to perform any such services until the City and Consultant have established a detailed scope of work, detailed cost proposal, and schedule to complete the work, and the City has given its written authorization to proceed.

SECTION 8 CONSULTANT EVALUATION AND SELECTION

A. Proposal Evaluations

- i. Final ranking will be based on a composite of 70% on review rankings by the committee and 30% on cost effectiveness.
- ii. SOQs are to be reviewed by an evaluation committee using a rating matrix to determine the ranking of proposals. An incomplete proposal will not be advanced in the selection process.

No.	Evaluation Criteria	Weight
1	Completeness of Response	Pass/Fail
2	Project Understanding & Approach	13
3	Proposed Scope of Services	15
4	Qualification & Specific Experience of Key Team Members	15
5	Experience with Similar Types of Projects	10
6	Schedule and Capacity to Provide Qualified Personnel	10
7	References/Satisfaction of Previous Clients	7
8	Cost Effectiveness	30
	Subtotal	100

- iii. Cost proposals will be evaluated after criteria 1 through 7 have been scored and compiled.
- iv. For cost effectiveness, the schedule of fees provided will be evaluated through financial modeling of similar services provided in typical historical project(s) based on the fee schedule provided.
- v. Firms are hereby notified that the selection of the Consultant for this contract is dependent on prior approval by the City of Oakley Council.
- vi. Late submittals will not be accepted.

B. Protest Procedures and Dispute Resolution

- i. The protest procedures and dispute resolution process shall be conducted in accordance with the City of Oakley policies.

C. Additional Information

- i. The City reserves the right to reject any and all Proposals submitted.
- ii. All responses to the RFP/Q become the property of the City of Oakley.
- iii. The RFP/Q does not commit the City of Oakley to award a contract or to pay any cost incurred by the preparation of the proposal.
- iv. The City of Oakley reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects pertaining to the RFP/Q process, to obtain further information from any and all consultant teams, and to waive any defects as to form or content of the RFP/Q or any responses by any consultant teams.
- v. Once a final award is made, all RFP/Q responses, except financial and proprietary information, become a matter of public record and shall be regarded by the City of Oakley as public records. The City shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act.
- vi. Award of a contract does not guarantee that the Consultant or its subconsultants will actually receive any work.

SECTION 9 SCHEDULE

<u>Event</u>	<u>Date</u>
Request for Qualifications Released	November 16, 2022
Written Questions Deadline	December 7, 2022
Receipt of SOQ/Proposal Deadline	December 14, 2022
Tentative Date for Interview	January 16, 2022

SECTION 10 ATTACHMENTS

- Attachment A – Sample Consulting Services Agreement**
- Attachment B – Insurance Provisions**