

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

REQUEST FOR QUALIFICATIONS FOR PUMP STATION CONDITION ASSESSMENT AND REHABILITATION STUDY AND PUMP PERFORMANCE EVALUATIONS

RFQ No. MAO20161149

**For more information regarding this project contact the person listed below.
Thank you for your interest!**

**Contact Person: Andrew Otsuka
Email Address: andy@acpwa.org**

RESPONSE DUE

by

5:00 p.m.

on

January 3, 2017

at

**Alameda County Flood Control and Water Conservation District
399 Elmhurst Street, Room 113
Hayward, CA 94544**

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

**REQUEST FOR QUALIFICATIONS
FOR
PUMP STATION CONDITION ASSESSMENT AND REHABILITATION STUDY
AND PUMP PERFORMANCE EVALUATIONS**

TABLE OF CONTENTS

	Page
I. STATEMENT OF WORK	
A. Project Description and Overview	1
B. Scope of Services.....	2
C. Consultant Experience and Capabilities	8
D. Time of Services/Project Schedule	8
E. Other District Requirements.....	8
II. INSTRUCTIONS TO CONSULTANTS	
A. District Contacts	9
B. Calendar of Events	9
C. Networking/Consultant Conference.....	10
D. Submittal of Statement of Qualifications	10
E. Response Format	12
F. Response Content/Submittals	13
G. Evaluation Criteria/Selection Committee	16
H. Procurement Protest/Appeals Process.....	19
III. TERMS AND CONDITIONS	
A. Other Provisions	21
B. Debarment and Suspension Policy	24
IV. ATTACHMENTS	
Exhibit A SOQ Response Packet- Required Documentation	
▪ Attachment (a) Consultant Information and Acceptance	
▪ Attachment (b) References	
▪ Attachment (c) Small and Local Business Partnering Information	
▪ Attachment (d) Exceptions, Clarifications, Amendments	
▪ Attachment (e) Debarment and Suspension Certification	
Exhibit B Insurance Requirements	

I. STATEMENT OF WORK:

A. PROJECT DESCRIPTION AND OVERVIEW

1. Intent

The Alameda County Flood Control & Water Conservation District (District) provides flood protection for Alameda County residents and businesses. The District plans, designs, constructs, and maintains flood control projects such as natural creeks, channels, levees, pump stations, dams, and reservoirs.

The District is seeking Statement of Qualifications (SOQ) from interested and qualified Consultants to provide professional services for the following disciplines:

- Program Management
- Engineering (including mechanical, electrical, structural, civil, energy efficiency, materials, and plumbing)
- Architecture
- Construction Management

This Request for Qualifications (RFQ) generally describes the project, the anticipated scope of services, the requisite consultant experience and capabilities, District requirements, and the information that must be included in the Statement of Qualifications. Failure to submit information in accordance with the RFQ requirements and procedures may be cause for disqualification.

The District will be conducting this procurement in a two-step process including an evaluation of statements of qualifications (SOQs) submitted in response to this RFQ and preliminary scoring of the same, to develop a short list of up to four (4) of the top-ranked consultants who will be invited to submit proposals in response to the forthcoming RFP and participate in an oral interview.

The District expects that the Consultant will use its experience and knowledge to make recommendations and refine the scope of work needed to satisfy District objectives for the project.

The District does not guarantee that a subsequent RFP will be issued. Should an RFP be issued, the terms and conditions described in this RFQ are not guaranteed to remain exactly the same.

2. Background.

The District is seeking a firm or team of firms (Consultant) to provide services to perform a stormwater pump station condition assessment and rehabilitation study for twenty pump stations in the District's flood control system.

The District's pump stations are a vital component of the District's overall flood control system, essential for protection of life and property from flooding. Under normal operating conditions, the District desires that the pump stations operate

efficiently, reliably, and sustainably to manage peak stormwater flows. The District also desires that the pump stations be resilient enough to continue to operate - or be readily repairable - under unforeseen conditions such as natural disasters (earthquake, extreme flooding, fire, etc.). The District is committed to supporting Alameda County's sustainability initiatives, specifically, for this project, clean energy and energy efficiency.

The District desires full assessments be made of each stations' physical condition and operating performance to identify station structures, systems, and/or equipment reaching the end of its useful life, identify stations with high trash/silt/debris accumulation, and determine actual pumping flows and pump efficiency loss.

The ages of the District's stormwater pump stations vary from approximately 2 to 60 years. Upgrades have been made over the years as needed, including pump and motor replacements. The project will include pump performance evaluations of each of the District's 90 ± pumps.

Through the work described in this RFQ, the consultant will use asset management principles to establish a capital improvement plan and annual operations and maintenance plan, along with cost estimates, for the system to provide the District's desired levels of service for 20 years or more into the future.

B. SCOPE OF SERVICES

1. Program and Project Management.

- a. Regularly communicate and coordinate with District staff.
- b. Coordinate the project team and manage all work to satisfy District goals.
- c. Organize and attend project team meetings, including preparing meeting agendas, presentation materials, and meeting minutes.
- d. Prepare a project schedule and update it monthly.
- e. Implement quality assurance and quality control protocols and standards to ensure that the District's quality goals are met.

Deliverable: Weekly or bi-weekly meetings w/ minutes and monthly progress reports with sufficient detail for District staff to determine whether the Consultant is performing to expectations and is on schedule and on budget. The monthly progress reports shall also communicate interim findings and provide information about any difficulties or special issues that need to be remedied.

2. Existing Data Collection and Review.

District will provide the following information, as available, for Consultant review:

- a. Record drawings.
- b. Facility operations and maintenance manuals.
- c. Specification data for major equipment (i.e. pump curves, performance data, etc.).
- d. Any recent facility evaluations/reports.
- e. Facility operating reports and maintenance records.
- f. Energy bills (electric, natural gas, and fuel).
- g. Historic hydrologic data and results of hydrologic modeling of upstream watersheds, including projected flow rates into the pump stations.

Consultant shall review this information and data, organize and archive it on a per-pump-station basis, and use the information, as appropriate, in its condition assessment and asset management analyses.

Deliverable: Organized and archived existing data and information in electronic format, and in hard copy format in a size to be determined, and bound in three-ring binders or other appropriate means, on a per-pump-station basis, including a table of contents and/or list of materials for ease of future reference.

3. Assessment Criteria and Condition Rating System.

Develop assessment criteria and a standardized and comprehensive rating system to guide the project team in the assessment of the pump stations and pumps. Appropriate criteria and rating systems shall be developed for each item listed in number 5 below, to ensure evaluation consistency from station to station. The rating system shall be structured using established asset management principles to enable prioritization of needed improvements for the District's capital improvement program.

Deliverable: Technical memorandum detailing the assessment criteria and rating system.

4. Field Inspection Plan.

Develop a detailed field inspection plan, based on an initial review of existing infrastructure (building, grounds, and appurtenances) and equipment (pumps, electrical systems, and other mechanical systems) at each pump station.

The field inspection plan shall include a discussion of how appropriate data will be collected to support the condition assessment. It shall also include a discussion of quality assurance/quality control protocols that will be followed to ensure that the District's quality goals are met.

The plan shall also identify any special field issues that Consultant expects to, or may, encounter that could adversely impact its field inspection program.

Deliverable: Field Inspection Plan describing the proposed data collection techniques, field inspection procedures and protocols, and data collection quality assurance/quality control protocols that will be followed.

5. Site Visits and Condition Assessments.

- a. Meet with District staff to discuss and document District inspection sequencing priorities (which pump stations should be addressed first, for example). Also discuss and document District's knowledge of facility equipment and systems, along with the District's anecdotal operational and maintenance experience.
- b. Perform field inspections in accordance with the Field Inspection Plan. The inspections may include installation of data loggers on select equipment to develop equipment use profiles. The inspections shall include, but not be limited to:
 - i. Structural inspection of each pump, including structural support system (beams, columns, etc), seismic supports, bracing, and stability, wet wells and sumps, roofing, outfall structures, etc.
 - ii. Inspection of all mechanical equipment and components, including pumps, pump assemblies, motors, engines, gears, etc.
 - iii. Inspection of all electrical power supply systems, including backup power generation and fuel tanks.
 - iv. Inspection of all appurtenant conveyance systems, including piping, valves, pipe support systems, cathodic protection systems, discharge pipes, flapgates, hardware, etc.
 - v. Inspection of all coating materials, including paint, asbestos, and other coatings; corrosion investigations and testing, etc.
 - vi. Inspection of pump station grounds, including security fencing, gates, site access, driveways, parking/staging areas, etc., and identification of security and safety deficiencies such as the availability of requisite worker safety equipment and other safety features.
 - vii. Inspection of wet wells, sumps, pipes, channels, and trash racks to assess the amount of siltation, sedimentation, and debris and how it is impacting flow capacity.
 - viii. Measurement of emissions and noise levels.
- c. Communications/SCADA control and monitoring: The District is undertaking a pump station SCADA system modernization project as a separate project. Assessment of communications and SCADA systems is NOT included in this procurement, although consultant's input is welcome.
- d. Based on the existing data and information collected in Task 2, above, along with field inspections, perform a conditions assessment of each pump station. Compare existing conditions against the assessment criteria as developed in Task 3, above. The assessments shall include, but not be limited to, compliance with current standards, codes, and regulations; compliance with current safety codes and regulations; operational efficiency and capacity assessments; and possible

improvements that could reduce short- and long-term maintenance requirements.

All work impacting District facilities and operations must be scheduled and performed in close coordination with District staff to mitigate any impacts to District operations.

Deliverable: Field investigation report for each pump station, including all field notes and data collected during the inspections, and photographs, sketches, and video, organized and archived for ease of future reference.

6. **Pump Performance Evaluation.**

Pump performance testing to be performed by Consultant shall include, but not be limited to, the following:

- a. Collect field data for each pump, including flow, suction, discharge pressure, and power (amperage and/or kW measurement) to determine pump operating capacity.
- b. Determine the system total dynamic head value to develop pump system curves.
- c. Compare existing pump system operation with the original design parameters, as available.
- d. Compare existing pump age, efficiency, and condition with that of equivalent new pumps from the same or other pump manufacturers.
- e. Evaluate the potential savings of installing variable frequency drives, electronic soft-start motor starters, and/or premium efficiency motors.
- f. Evaluate hydraulic and operational improvements that could be implemented to improve pump efficiency. Pumping system assessment tools may be used, if applicable.
- g. On a per-pump-station basis, compare pump capacity to hydrologic demand to meet current and future predicted flow conditions.

Deliverable: Technical Memoranda describing the pump performance evaluation procedures, including equipment used and data collected and analyzed; test results and findings of the pump performance evaluations, and including data sheets for each pump; and recommended pump efficiency and capacity improvement strategies such as pump replacement or rehabilitation needed to meet the District's goals.

7. **Energy Audit and Analysis.**

To determine how energy is used within each pump station, Consultant shall perform an energy analysis and develop an energy balance of each facility. This

will include, but not be limited to, the following tasks:

- a. Evaluate overall historic pump station energy usage (electric, diesel, natural gas, and other fuel) based on information collected in Task 2.
- b. Using a portable power meter, data loggers, and/or available SCADA data, determine hours of major (energy-intensive) equipment operation, energy use, and energy efficiency.
- c. Develop an inventory of all energy use at each pump station, including energy used for each pump.
- d. Evaluate rate structures for each major type of fuel (electric, petroleum-based, etc.) to determine which energy source may be most cost-effective.
- e. Perform a cost/benefit analysis of alternative energy generation options, including solar and other demand response programs.
- f. Benchmark pump station energy efficiency against other similar facilities, using an appropriate pumping system assessment tool, if applicable.

Deliverable: Technical memorandum describing the energy audit and analysis, including analysis techniques, supporting data and information, energy usage and balance on a per-pump-station basis, recommendations to improve energy efficiency, and comparative analysis of various fuel types, and cost/benefit analysis of alternative energy generation options.

8. **Recommendations and Final Report.**

Based on the assessments and testing in Tasks 2 through 7, above, develop specific capital improvement recommendations for rehabilitation and/or replacement of each pump station. Using established asset management principles, develop risk-based prioritization for recommended capital improvements. Prepare order-of-magnitude, comparative cost estimates for recommended improvements. Develop a phasing plan and schedule for recommended improvements.

Deliverable: Final report, presenting the evaluation of risk and recommendations on prioritized capital improvements. The report will include summaries of pump station conditions assessment findings and quantitative and qualitative evaluation of failure risk based on existing conditions; preliminary scopes of work, schedules, and cost estimates for recommended capital improvements; and recommend phasing of the work to address highest priority needs. Final report will refer to technical memoranda and archived data as an appendix.

9. **Comprehensive Health, Safety and Security**

Consultant shall be responsible for taking all necessary safety precautions in the performance of its services and shall prepare a comprehensive, written, Health, Safety and Security Plan. Due to the necessity to enter active storm drain facilities to fulfill this contract, the Consultant must be trained and hold appropriate permits for confined space work.

Consultant must provide site specific traffic control plans (for work that affects traffic) in accordance with the most currently adopted California Manual on Uniform Traffic Control Devices, and all necessary permits.

Deliverable: Health, Safety, and Security Plan, outlining procedures and protocols Consultant will take to ensure the health and safety of its employees while performing the work on this project.

Deliverable: Traffic Control Plan(s), as necessary, for work performed at each pump stations where traffic or nearby properties may be impacted by Consultant's work.

10. Optional Task: Design and Preparation of Construction Documents

At the District's direction, Consultant shall prepare preliminary and final pump station rehabilitation and/or replacement design documents. Tasks shall include, but not be limited to:

- a. Meet regularly with District staff to discuss District priorities and proposed approach.
- b. Complete any necessary geotechnical investigations, hazardous materials investigation, and land surveys required for completion of preliminary design.
- c. Prepare and submit a preliminary design report, presenting a summary of the basis for design, recommended improvements that balance cost, reliability, feasibility, and meet all environmental and permitting constraints, an implementation plan, cost estimate, and lists of required plans and specifications.
- d. Prepare 30% construction documents, including plans, specifications, and estimates, and a proposed construction schedule for District review and approval. Consultant shall also prepare and submit preliminary design calculations for all equipment and facility improvements.
- e. Prepare 60%, 95%, and 100% construction documents, including plans, specifications, and estimates; a final construction schedule for District review and approval; and other appropriate supporting bid documents and information, at the District's request, which may include project descriptions, scopes of services, bid advertising material, etc. Consultant shall also prepare and submit final design calculations for all equipment and facility improvements.

11. Optional Task: Construction Management and Construction Support Services

At the District's direction, Consultant shall perform any, or all of the following:

- a. Provide construction management services, including inspection.
- b. Coordinate construction activities with other County departments, utilities, and municipalities for the duration of the project.
- c. Prepare for and attend preconstruction conference.

- d. Visit site(s) as required during the construction period to review work progress and/or inspect work in accordance with the construction documents.
- e. Conduct progress meetings.
- f. Review and process submittals, shop drawings, and Request for Information documents from the Contractor; prepare drawings and estimates for any required field changes.
- g. Review, estimate, and negotiate change orders with District input and approval on behalf of the District.
- h. Review and advise on Contractor's monthly pay requests.
- i. Provide resident inspection services as requested.

C. CONSULTANT EXPERIENCE AND CAPABILITIES

Consultants responding to this RFQ, including all key personnel to be assigned to this project, shall be regularly and continuously engaged in the business of conducting pump station condition assessments, performing pump performance evaluations/testing, and designing stormwater pump stations - including all associated and necessary disciplines and services - for at least ten (10) years.

Consultant must have demonstrated experience with assessing multiple (5 to 10) pump stations simultaneously and must show that it has adequate staff capacity to perform multiple pump station assessments simultaneously.

Consultant shall possess all permits, licenses and professional credentials necessary to perform services as specified under this RFQ. It is desired that Consultant possess Pump Systems Assessment certification through the Hydraulic Institute. (www.pumps.org)

D. TIME OF SERVICES/PROJECT SCHEDULE

Upon completion of this two-step procurement process, the District intends to enter into a contract with the top-ranked Consultant for a period of two years with three additional one-year options to extend the contract(s). District expects the first two-years of the contract to commence on or about March 21, 2017.

Consultant must be prepared to perform flow measurements and pump capacity analyses at the outset of the project to capitalize on available stormwater flow during the rainy season. Alternatively, Consultant may develop an alternative approach to supplying the pumps with water during pump testing.

E. OTHER DISTRICT REQUIREMENTS

1. Local Participation: Note that it is a requirement for award that all contracts such as this one include local (defined as Alameda County-based) businesses to the maximum extent possible consistent with the nature of the services to be provided. The County Small Local and Emerging Business (SLEB) Program requires that to be awarded this contract the lead firm must be a SLEB or, if the lead firm is not a SLEB, the lead firm must partner with SLEBs to the maximum extent

reasonable and possible, with a minimum of 20% SLEB participation required. Please note detailed provisions in OTHER PROVISIONS section of this RFQ.

2. **Environmentally Friendly Packing:** Alameda County is an environmentally responsible employer and seeks all practical opportunities for waste reduction and recycling. The County, therefore, encourages its contractors to reduce waste volume and toxicity by using environmentally friendly packaging material whenever possible. Options may include backhauling product packaging to the supplier for reuse or recycling, shipping in bulk or reduced packaging, using soy bean-based inks for packaging printing, using recycled product packaging or using recyclable or reusable packaging material. The County encourages all bidders and contractors for goods and services to adhere to these principles where practicable.

II. INSTRUCTIONS TO CONSULTANTS

A. DISTRICT CONTACTS

The evaluation phase of this two-step procurement shall begin upon receipt of sealed Statements of Qualifications, through the proposal phase, and continue until a Notice of Intent to Award is issued. Consultants shall not contact or lobby evaluators during the evaluation process. Attempts by Consultant to contact evaluators may result in disqualification of Consultant.

All questions regarding this RFQ are to be submitted in writing, preferably via e-mail by December 5, 2016 to:

Andy Otsuka, Procurement Manager
Alameda County Flood Control and Water Conservation District
399 Elmhurst Street, Room 113
Hayward, CA 94544
E-Mail: andy@acpwa.org

The Alameda County Public Works Agency's "Current List of RFQs/RFPs" website will be the official notification posting place for all District-produced documentation about this project, including the Request for Qualifications and Addenda. Go to <http://www.acgov.org/pwa/business/services.htm> and/or http://acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp to view current contracting opportunities.

B. CALENDAR OF EVENTS

Event	Date/Location
RFQ Issued	November 22, 2016
Mandatory Networking/Consultant Conference <i>PWA- Turner Court Office RM 230 951 Turner Court, Hayward CA 94541 Dial in: 267-930-4000; Access code 466055500#</i>	December 2, 2016, 10:00 am
Written Questions Due (RFQ)	December 5, 2016 BY 5:00 p.m.

Addendum Issued	December 12 , 2016
Statement of Qualifications Due	January 3, 2017 BY 5:00 p.m.
Evaluation Period	January 3-9, 2017
RFP Issued (to short-listed firms)	January 10, 2017
Written Questions Due (RFP)	January 16, 2017
Addendum Issued	January 23, 2017
RFP Response Due	February 6, 2017
Evaluation Period	February 7-10, 2017
Oral Presentation/ Interviews	February 13-14, 2017
Board Letter Issued	March 7, 2017
Board Award Date	March 21, 2017
Contract Start Date	March 21, 2017

Note: Evaluation period, consultant interviews, award, and contract start dates are approximate.

C. NETWORKING/CONSULTANT CONFERENCE

A mandatory Networking/Consultant Conference will be held on December 2, 2016. Consultants are urged to attend in person; however, the District will have a phone-in conference option enabled for remote participation. In order to get the best experience, the District recommends that Consultants who participate remotely use equipment with audio output such as speakers, headsets, or a telephone.

This networking/consultant conference will be held to:

- Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to meet qualified sub consultants and/or teaming partners and develop subcontracting relationships in order to participate in the contract(s) that may result from this RFQ.
- Provide an opportunity for consultants to ask specific questions about the project and request RFQ clarification.
- Provide the District with an opportunity to receive feedback regarding the project and RFQ.
- Visit select pump station sites. Consultant's participation in the site visit portion of the networking conference is optional.

All questions will be addressed and the list of attendees will be included in an RFQ Addendum following the networking/consultant conference. Potential Consultants are strongly encouraged to attend networking/consultant conferences in order to further facilitate subcontracting relationships. Failure to participate in a networking/consultant conference will in no way relieve the Consultant from furnishing goods and/or services required in accordance with these specifications, terms, and conditions.

D. SUBMITTAL OF STATEMENT OF QUALIFICATIONS

1. All Statements of Qualifications (SOQ) must be SEALED and must be received by the Alameda County Flood Control and Water Conservation District receptionist **BEFORE** 5:00 p.m. on the due date specified in the Calendar of Events.

NOTE: LATE AND/OR UNSEALED SOQs CANNOT BE ACCEPTED. IF HAND DELIVERING SOQs PLEASE ALLOW TIME FOR METERED PUBLIC PARKING OR SPARSE STREET PARKING.

SOQs will be received only at the address shown below, and by the time indicated in the Calendar of Events. Any SOQ received after said time and/or date or at a place other than the stated address cannot be considered and will be returned unopened.

All SOQs, whether delivered by an employee of Consultant, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address prior to the time designated. The District's Office Services timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of SOQs.

2. Statements of Qualifications are to be addressed and delivered as follows:

Pump Station Condition Assessment & Rehabilitation Study
 RFQ No. MAO20161149
 Alameda County Flood Control and Water Conservation District
 399 Elmhurst Street, Room 113
 Hayward, CA 94544-1307
 Attention: Andy Otsuka

3. Consultant's name and return address must also appear on the mailing package.
4. No telegraphic, e-mail or facsimile SOQs will be considered.
5. All costs required for the preparation and submission of an SOQ shall be borne by Consultant.
6. Only one SOQ response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, "partnership" shall mean, and is limited to, a legal partnership formed under one of more of the provisions of the state of California or other state's Corporations Code or an equivalent statute.
7. All information regarding the SOQ responses will be held as confidential until such time as the Consultant Review Board (CRB) has completed its evaluation, and recommended award has been made by the CRB, and the contract has been fully

negotiated with the recommended awardee named in the recommendation to award/non-award notification(s).

8. It is the responsibility of the Consultants to clearly identify information in their SOQ responses that they consider to be confidential under the California Public Records Act. See: <http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm>
9. Each SOQ received, with the name of the consultant, shall be entered on a record, and each record with the successful SOQs indicated thereon, shall, after the award of the contract, be open to public inspection.
10. California Government Code §4552: In submitting an SOQ to a public purchasing body, the consultant offers and agrees that if the SOQ is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under §4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the consultant for sale to the purchasing body pursuant to the SOQ. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the consultant.
11. Consultant expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.) ACFCD will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Consultant may be subject to criminal prosecution.
12. The Consultant certifies that it is, at the time of response/SOQ, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Consultant further certifies that it is regularly engaged in the general class and type of work called for in the RFQ.
13. The Consultant certifies that it is not, at the time of the SOQ, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).
14. It is understood that the District reserves the right to reject an SOQ and that the rejected SOQ shall remain open for advancement in this procurement process for a period of 180 days, unless otherwise specified in the RFQ documents.

E. RESPONSE FORMAT

1. SOQ responses are to be straightforward, clear, concise and specific to the information requested. Submit in 8-1/2 x 11 format one (1) original hardcopy SOQ with original ink signatures, plus four (4) copies of the SOQ, plus a copy shall be submitted in "PDF" format on read-only CD or USB flash drive and enclosed with the sealed original hardcopy of the SOQ. Original SOQ is to be clearly marked

“ORIGINAL,” printed on plain white paper, and must be either loose leaf or in a 3-ring binder (NOT bound). All copies shall be marked “COPY.”

It is preferred that all SOQs submitted shall be printed double-sided and on minimum 30% post-consumer recycled content paper. Inability to comply with this recommendation will have no impact on the evaluation and scoring of the proposal. Submittals shall contain only material directly related to response to requirements, not general marketing material. Organize your information under tabs in the same order delineated under Section II.F., “Response Content/Submittals.”

2. In order for SOQs to be considered complete, Consultant must provide all information and documentation requested, including forms required in Exhibits A and B. Failure to include all requisite information may be grounds for the District’s rejection of consultant’s SOQ.
3. SOQs, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any SOQ response or part thereof so marked. SOQ responses submitted in response to this RFQ may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records. Please refer to the County’s website at: <http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm> for more information regarding Proprietary and Confidential Information policies.

F. RESPONSE CONTENT/SUBMITTALS

The District appreciates brevity. Please keep your SOQ submission, excluding transmittal letter, title page, table of contents, plain section dividers, resumes, and required exhibits/attachments, to a total of 20 printed pages. Clarity and conciseness are essential and will be considered in assessing the Consultant’s capabilities.

In order to simplify the process and to obtain the maximum degree of comparability, the SOQ should be organized in the following manner:

1. **Transmittal Letter.** SOQ responses shall include a brief description of Consultant’s capabilities and approach in providing its services to the District and provide a brief synopsis of the highlights of the SOQ and overall benefits of the SOQ to the District. This synopsis should not exceed three (3) pages in length and should be easily understood.
2. The SOQ response shall include the following information:
 - a. **Title Page.** Show the RFQ subject, the RFQ number, the name of the Consultant’s firm, address, telephone number, name of the contact person and their email address, and the date.
 - b. **Table of Contents.** SOQ responses shall include a table of contents listing the individual sections of the SOQ and their corresponding page numbers. Tabs should separate each of the individual sections.

- c. **Description of the Team.** SOQ must identify prime consultant, sub consultants and the qualifications of each entity to perform the scope described herein. Due to the breadth of disciplines covered by this scope, please be as detailed as possible, and provide an organizational chart to show flow of communication and how the individual entities will be managed by the prime consultant. Please also describe the consultant team's ability to manage pump analysis at multiple sites simultaneously.
- d. **Key Personnel.** SOQ responses shall include a complete list of all key personnel who will provide services on the projects. For each person on the list, the following information shall be included:
- (1) The person's relationship with Consultant, including job title and years of employment with Consultant.
 - (2) Brief one-paragraph description of expertise and experience.
 - (3) The role that the person will play on the project.
 - (4) Address, telephone number, and e-mail address.
 - (5) Person's educational background.
 - (6) Person's relevant experience, certifications, and/or merits.
 - (7) Resume, as an appendix item.
- e. **Description of Consultant's Experience and Expertise.** SOQ responses shall include a detailed explanation of relevant experience including descriptions of similar project work, years of experience in the field of pump station condition assessments and/or pump performance evaluations and general skills sets that can be provided by personnel. Consultant should demonstrate a clear understanding of the project.

Specifically, this description should address consultant's qualifications in the following areas: (1) Program and Project Management; (2) Existing Data Collection and Review; (3) Assessment Criteria and Condition Rating System; (4) Field Inspection Plan; (5) Site Visits and Condition Assessments; (6) Pump Performance Evaluation; (7) Energy Audit and Analysis; (8) Recommendations and Final Report; (9) Comprehensive Health, Safety and Security Plan; (10) Optional Task- Design and Preparation of Construction Documents; (11) Optional Task- Construction Management and Construction Support Services. Included in this narrative should be at least three, but no more than five, key projects of a similar nature.

The description of consultant's team should (1) discuss how the team will meet or exceed the requirements of the District; (2) explain any special resources, procedures, or approaches that make the services of Consultant particularly advantageous to the District; and (3) identify any limitations or restrictions of Consultant in providing the services that the District should be aware of in evaluating Consultant's response to the RFQ.

3. **Exhibits/Attachments.** Consultants shall include in their submittal completed and signed documentation for all listed Exhibits, including any attachments required by the Exhibit. The content and sequence for each required document shall be as follows:

Exhibit A SOQ Response Packet- Required Documentation

*Attachment (a): **Consultant Information and Acceptance** (required with submittal of SOQ).* Every Consultant must select one choice under Item 11 of this exhibit and must completed and sign page 3 of this Exhibit A.

*Attachment (b): **References** (required with submittal of SOQ).* Consultants must use the templates on Exhibit A, Attachment (b) to provide references. Consultants are to provide a list of three clients and must verify the contact information for all references. References must be satisfactory as deemed solely by the District. Consultants are strongly encouraged to notify all references that the District may be contacting them to obtain a reference. The District may contact some or all of the references provided in order to determine Consultant's performance record on work similar to that described in this request. The District reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.

*Attachment (c): **Small Local Emerging Business (SLEB) Partnering Information Sheet** (required with submittal of SOQ).* This form is required with the submittal of Consultant's SOQ response. If Consultant is not certified, the name, identification information, and goods/services to be provided by the named CERTIFIED SLEB partner(s) with whom the Consultant will subcontract to meet the County SLEB participation requirement must be stated. For any CERTIFIED SLEB subcontractor(s) named, the Exhibit must be signed by the CERTIFIED SLEB(s) according to the instructions. All named SLEB subcontractor(s) must be certified by the time of submittal of Proposals.

*Attachment (d): **Exceptions, Clarifications, Amendments** (required with submittal of SOQ).* If Consultants are making ANY clarifications and/or amendments, or taking exception to policies or specifications of this RFQ, these MUST be submitted in the Exceptions, Clarifications, Amendments form in Exhibit A, Attachment (d). **The District is under no obligation to accept any exceptions, and such exceptions may be a basis for SOQ disqualification.**

*Attachment (e): **Debarment & Suspension Form** (required with submittal of SOQ).* Consultant must complete, sign, and date the Debarment and Suspension Certification form.

Exhibit B **Insurance Requirements** (*for information*). This exhibit contains the minimum insurance limits, required by the County of Alameda to be held by the Consultant and all of its sub consultants performing on the projects. Insurance certificates are not required at the time of submission of the SOQ; however, by signing Attachment (a) - Consultant Information and Acceptance, Consultant and its sub consultants agree to meet the minimum insurance requirements stated in the RFQ prior to contract award. This documentation must be provided to the District prior to award and shall include an insurance certificate and additional insured certificate naming the Alameda County Flood Control and Water Conservation District and County of Alameda, which meets the minimum insurance requirements, as stated in the Exhibit B – Insurance Requirements.

G. EVALUATION CRITERIA/SELECTION COMMITTEE

All SOQs that pass the initial evaluation criteria identified as a pass/fail item in the Evaluation Criteria table below will be evaluated by a Consultant Review Board (CRB). The CRB may be composed of District staff and other parties that may have associated expertise or experience. The CRB will review and rank the submittals to create a shortlist of up to four Consultants that will be invited to submit Proposals. The shortlisted Consultants will be invited for an interview.

All contacts during the evaluation phase shall be through the District contact only. Consultants shall neither contact nor lobby evaluators during the evaluation process. Attempts by Consultant to contact and/or influence members of the CRB may result in disqualification of Consultant.

Consultants should bear in mind that any SOQ that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the District's requirements as set forth in this RFQ.

Each of the evaluation criteria below will be used in ranking and determining the quality of the SOQs. SOQs will be evaluated according to each Evaluation Criteria, and scored on the zero to ten-point scale outlined below. The scores for all evaluation criteria will then be added, according to their assigned weight (below), to arrive at a weighted score for each SOQ. An SOQ with a high weighted total will be deemed of higher quality than an SOQ with a lesser-weighted total.

The final maximum score for any Consultant is one-hundred ten (110) points, including the possible ten (10) points for local and small, local and emerging, or local preference points (maximum 10% of final score). Preference points awarded to each Consultant for being local and/or certified SLEB will be calculated from the actual scores achieved in the evaluation of their SOQs.

All Consultants will be notified of the shortlist participants; however, the preliminary scores at that time will not be communicated to Consultants.

0	Not Acceptable	Non-responsive, fails to meet RFQ specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1-2	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP/SOQ.
3-4	Fair	Has a reasonable probability of success, however, some objectives may not be met.
5-6	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP/SOQ specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
7-8	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP/SOQ requirements and expectations.
9-10	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

	INITIAL CRITERIA	Score
1.	<p>Completeness of Response:</p> <p>Responses to this RFQ must be complete. Responses that do not include the RFQ content requirements and subsequent Attachment requirements and do not address each of the items listed in Section IV, below, will be considered incomplete, be rated a Fail in the evaluation criteria and will receive no further consideration.</p> <p>Responses that are rated a Fail and are not considered may be picked up by the Consultant at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.</p>	Pass/Fail
2.	<p>Debarment and Suspension:</p> <p>Consultant, its principals, and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at www.sam.gov. Certification form attached hereto as Exhibit A, Attachment (e) must be completed and signed.</p>	Pass/Fail

	EVALUATION CRITERIA – STATEMENT OF QUALIFICATIONS	Weight Factor	Max. Rating	Max. Score
1.	Understanding of the Project: SOQs will be evaluated against the RFQ specifications and the questions below: a. Has Consultant demonstrated a thorough understanding of the purpose and scope of the project? b. How well has the consultant identified pertinent issues and potential problems related to the project? c. Has the Consultant demonstrated that it understands the deliverables the District expects it to provide?	3.0	10	30
2.	Experience and Expertise: In each skill area described below, an evaluation will be made of the probability of success of and risks associated with the SOQ response: a. Program and project management. b. Existing data collection and review. c. Assessment criteria and condition rating system. d. Field inspection plan. e. Site visits and condition assessments. f. Pump performance evaluation. g. Energy audit and analysis. h. Recommendations and final reporting. i. Comprehensive health, safety, and security. j. Design and preparation of construction documents. k. Construction management and construction support services.	5.0	10	50
3.	Relevant Experience of Key Personnel: SOQs will be evaluated against the RFQ specifications and the questions below: a. Has the firm been engaged in relevant projects and services as outlined in Section I.B.? b. Do the individuals assigned to the project have appropriate licenses and certifications and demonstrated expertise and relevant experience on similar projects? c. How extensive is the applicable education and experience of the personnel designated to work on the project?	2.0	10	20
Maximum Interview Evaluation Score				100

	Local and SLEB Preferences			Max. Score
1.	Local Preference (5% of Evaluation Score)			5
2.	SLEB Preference (5% of Evaluation Score)			5
Maximum Interview Evaluation Score				110

H. PROCUREMENT PROTEST/APPEALS PROCESS

District prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that Consultants wish to protest the procurement process or appeal the recommendation to award a contract for this project once the Notices of Intent to Award/Non-Award have been issued. Protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by the District.

1. Any protest by any Consultant to any part of the procurement process, must be submitted in writing to the Flood Control Program Manager, located at 399 Elmhurst Street, Hayward, CA 94544, before 5:00 p.m. of the FIFTH (5th) business day following the date of issuance of the Notice of Intent to Award, not the date received by the Consultant. A protest received after 5:00 p.m. is considered received as of the next business day.
 - a. The protest must contain a complete statement of the reasons and facts for the protest.
 - b. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - c. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
 - d. The District will transmit a copy of the protest to all Consultants as soon as possible after receipt of the protest.
2. Upon receipt of the written protest, the Flood Control Program Manager or designee will review and evaluate the protest and issue a written decision. The Flood Control Program Manager, may, at his or her discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Consultant and others (as appropriate) to discuss the protest. The decision on the protest will be issued at least ten (10) business days prior to the Board hearing date. The decision will be communicated by e-mail or fax, and certified mail, and will inform the proposer whether or not the recommendation to the Board of Supervisors in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Consultants affected by the decision. As used in this paragraph, a Consultant is affected by the decision on a protest if a decision on the protest could have resulted in the Consultant not being the apparent successful Consultant on the procurement.
3. The decision of the Flood Control Program Manager on the protest may be appealed to the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak Street, Room 249, Oakland, CA 94612, Fax: 510-272-6502. The Consultant whose proposal is the subject of the protest, all Consultants affected by the Flood Control Program Manager's decision on the protest, and the protestor

have the right to appeal if not satisfied with the Flood Control Program Manager's decision. All appeals to the Auditor-Controller's OCC shall be in writing and submitted within five (5) business days following the issuance of the decision by the Flood Control Program Manager, not the date received by the Consultant. An appeal received after 5:00 p.m. is considered received as of the next business day. An appeal received after the FIFTH (5th) business day following the date of issuance of the decision by the Flood Control Program Manager shall not be considered under any circumstances by the District or the Auditor-Controller OCC.

- a. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
- b. In reviewing protest appeals, the OCC will not re-judge the qualifications(s). The appeal to the OCC shall be limited to review of the procurement process to determine if the contracting department materially erred in following the RFQ or, where appropriate, County contracting policies or other laws and regulations.
- c. The appeal to the OCC also shall be limited to the grounds raised in the original protest and the decision by the Flood Control Program Manager. As such, a Consultant is prohibited from stating new grounds for the protest in its appeal. The Auditor-Controller (OCC) shall only review the materials and conclusions reached by the Flood Control Program Manager or department designee and will determine whether to uphold or overturn the protest decision.
- d. The Auditor's Office may overturn the results of a RFQ process for ethical violations by District staff, District Selection Committee members, subject matter experts, or any other staff managing or participating in the competitive process, regardless of timing or the contents of a proposal protest. Any participating County staff, including County Counsel or Auditor-Controller, are doing so as staff of the District.
- e. The decision of the Auditor-Controller's OCC is the final step of the appeal process. A copy of the decision of the Auditor-Controller's OCC will be furnished to the protestor, the Consultant whose SOQ is the subject of the protest, and all Consultants affected by the decision.
- f. The District will complete the protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Board of Supervisor.

The procedures and time limits set forth in this paragraph are mandatory and are each Consultant's sole and exclusive remedy in the event of protest. A Consultant's failure to timely complete both the protest and the appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim or legal proceedings.

III. TERMS AND CONDITIONS

A. OTHER PROVISIONS

1. Small and Emerging Locally Owned Business: The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services. As a result of the County's commitment to advance the economic opportunities of these businesses, **Proposers must meet the County's Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.** The District's requirement is to have at least 20 percent of the contract work performed by Alameda County SLEB-certified firms. For more information about the SLEB program, go to: <http://acgov.org/auditor/sleb/overview.htm> .

For purposes of this RFQ, applicable industries include, but are not limited to, the following NAICS Code(s): 237110 Water and Sewer Line and Related Structures Construction, 334111 Electronic Computer Manufacturing, 334513 Instruments and Related Products Manufacturing for Measuring, Displaying, and Controlling Industrial Process Variables, 511210 Software Publishers, 541330 Engineering Services, 541310 Architectural Services, 541511 Custom Computer Programming Services, 541512 Computer Systems Design Services, 541690 Other Scientific and Technical Consulting Services, 541614 Process, Physical Distribution, and Logistics Consulting Services, and 811212 Computer and Office Machine Repair and Maintenance.

A small business is defined by the [United States Small Business Administration](#) (SBA) as having no more than the number of employees or average annual gross receipts over the last three (3) years required per SBA standards based on the small business's appropriate NAICS code.

An emerging business, as defined by the County, is one that has less than one-half (1/2) of the preceding amount and has been in business less than five (5) years.

2. Compliance with the SLEB program is required for goods, services and professional services contracts, including but not limited to architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services projects.
3. Alameda County utilizes the Elation Systems contract compliance application as part of its commitment to assist contractors to conveniently comply with legal and contractual requirements. Elation Systems, a secure web-based system, was implemented to monitor compliance and to track and report SLEB participation in County contracts.

The prime contractor and all participating local and SLEB subcontractors awarded contracts as a result of this procurement process for this project are required to use Elation to submit SLEB Program information including, but not limited to, monthly

progress payment reports and other information related to SLEB participation. Use of Elation Systems, support and training is available at no charge to prime and subcontractors participating in County contracts.

Upon contract award:

- a. The County will provide contractors and subcontractors participating in any contract awarded as a result of this procurement process, a code that will allow them to register and use Elation Systems free of charge.
- b. Contractors should schedule a representative from their office/company, along with each of their subcontractors, to attend Elation training.
 - Free multi-agency Elation Systems one-hour training sessions require reservations and are held monthly in the Pleasanton, California area.

It is the Contractor's responsibility to ensure that it and its subcontractors are registered and trained as required to utilize Elation Systems.

For further information, please see the Elation Systems training schedule online at <http://www.elationsys.com/elationsys/support/default.aspx> or call Elation Systems at (925) 924-0340.

If you have any other questions regarding the utilization of Elation Systems please contact the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak Street, Room 249, Oakland, CA 94612, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

Compliance Information and Records: As needed and upon request, for the purposes of determining compliance with the SLEB Program, the Contractor shall provide the County with access to all records and documents that relate to SLEB participation and/or certification. Proprietary information will be safeguarded. All subcontractor submittals must be through the prime contractor.

4. The District reserves the right to reject any or all responses that materially differ from any terms contained in this RFQ or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for consultants to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the District.
5. The District reserves the right to award to a single or multiple Consultants.
6. The District has the right to decline to award a contract or any part thereof for any reason.
7. Board approval to award a contract is required.

8. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.
9. Final Standard Agreement terms and conditions will be negotiated with the selected consultant. Consultant may access a copy of the Standard Services Agreement template online at:
<http://www.acgov.org/gsa/purchasing/standardServicesAgreement.pdf>.
 The template contains minimal Agreement boilerplate language only.
10. The RFQ specifications, terms, conditions and exhibits, RFQ Addenda and Consultants SOQ may be incorporated into and made part of any contract that may be awarded as a result of this procurement.
11. Invoicing:
 - a. Consultant shall invoice the requesting department, unless otherwise advised, upon satisfactory performance of services.
 - b. District will use best efforts to make payment within thirty (30) days following receipt and review of invoice and upon complete satisfactory performance of services.
 - c. District shall notify Consultant of any adjustments required to invoice.
 - d. Invoices shall contain District PO number, invoice number, remit to address and itemized, per pump station, products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.
 - e. Consultant shall utilize standardized invoice upon request.
 - f. Invoices shall only be issued by the Consultant who is awarded a contract.
 - g. Payments will be issued to an invoices must be received from the same Consultant whose name is specified on the POs.
 - h. The District will pay Consultant monthly or as agreed upon, not to exceed the total agreed upon per final executed contract.
12. Account Manager/Support Staff:
 - a. Consultant shall provide a dedicated competent account manager who shall be responsible for the District account/contract. The account manager shall receive all orders from the District and shall be the primary contact for all issues regarding Consultant's response to this RFQ.
 - b. Consultant shall also provide adequate, competent support staff that shall be able to service the District during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.
 - c. Consultant account manager shall be familiar with District requirements and standards and work with the District to ensure that established standards are adhered to.
 - d. Consultant account manager shall keep the District informed of requests from departments as required.

13. Prevailing Wage and Department of Industrial Relations Registration:
- a. Prevailing Wages: Pursuant to Labor Code Sections 1770 et seq. Consultant shall pay to persons performing labor in and about Work provided for in the contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
 - b. Department of Industrial Relations Registration: A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless registered and qualified to perform public work pursuant to Section 1725.5. However, for federally-funded projects, it is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

To register with the Department of Industrial Relations, go to <https://efiling.dir.ca.gov/PWCR/displayPWCRForm.html>

B. DEBARMENT AND SUSPENSION POLICY

In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each consultant will be screened at the time of SOQ response.

<http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm>



EXHIBIT A

SOQ RESPONSE PACKET

REQUIRED DOCUMENTATION

RFQ– Pump Station Condition Assessment and Rehabilitation Study and Pump Performance Evaluations

All of the specific information and documentation listed below is required to be submitted with the SOQ Response Packet in order for an SOQ to be deemed complete. Any pages of Exhibit A (Or Attachments therein) not applicable to the Consultant, must still be submitted as part of a complete SOQ Response, with such pages or items clearly marked "N/A." Consultants that do not comply with the requirements, and/or submit incomplete SOQ packages, shall be subject to disqualification and their SOQs rejected in total.

Consultants shall submit all information and documentation, in the order listed below and clearly label each section with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Description of Proposer's Experience and Expertise, Key Personnel, etc.). Please consider the following a checklist of items required:

- ☐ 1. **Transmittal Letter:** SOQ responses shall include a brief description of Consultant's capabilities and approach in providing its services to the District, and provide a brief synopsis of the highlights of the SOQ and overall benefits of the SOQ to the District. This synopsis should not exceed three (3) pages in length and should be easily understood.
- ☐ 2. **Title Page & Table of Contents:** SOQ responses shall include a title page showing the date, RFQ subject, the RFQ number, name of the Consultant's firm, address, telephone number and name of contact person with email address. The table of contents should list the individual sections of the SOQ and their corresponding page numbers. Tabs should separate each of the individual sections.
- ☐ 3. **Description of the Team:** SOQ must identify prime consultant, sub consultants and the qualifications of each entity to perform the scope described herein. Due to the breadth of disciplines covered by this scope, please be as detailed as possible, and provide an organizational chart to show flow of communication and how the individual entities will be managed by the prime consultant. Please also describe the consultant team's ability to manage pump analysis at multiple sites simultaneously.
- ☐ 4. **Key Personnel:** SOQ responses shall include a complete list of all key personnel associated with the RFQ. This list must include all key personnel who will provide services to this project and all key personnel who will provide support services. For each person on the list, the following information shall be included:

- (a) The person's relationship with Consultant, including job title and years of employment with Consultant;
- (b) Brief, one-paragraph description of expertise and experience;
- (c) The role that the person will play in connection with the RFQ;
- (d) Address, telephone, fax numbers, and e-mail address;
- (e) Person's educational background; and
- (f) Person's relevant experience, certifications, and/or merits;
- (g) Resume, as appendix item.

- ☐ 5. **Description of Consultant's Experience and Expertise:** SOQ responses shall include a detailed explanation of relevant experience including descriptions of similar project work, years of experience in the field of pump station condition assessments, and general skills sets that can be provided by personnel. Consultant should demonstrate a clear understanding of the project.

Specifically, this description should address consultant's qualifications in the following areas: (a) program and project management; (b) existing data collection and review; (c) assessment criteria and condition rating systems; (d) field inspections; (e) site visits and condition assessments; and (f) pump performance evaluations; (g) energy audit and analysis; (h) recommendations and final reporting; (i) comprehensive health, safety and security; (j) design and preparation of construction documents; (k) construction management and construction support services. Included in this narrative should be at least three but no more than five, key projects of a similar nature. Generally, the description of proposed services should (a) discuss how the services in the SOQ response will meet or exceed the requirements of the District; (b) explain any special resources, procedures or approaches that make the services of Consultant particularly advantageous to the District; and (c) identify any limitations or restrictions of Consultant in providing the services that the District should be aware of in evaluating its Response to this RFQ.

The description of consultant's team should (1) discuss how the team will meet or exceed the requirements of the District; (2) explain any special resources, procedures, or approaches that make the services of Consultant particularly advantageous to the District; and (3) identify any limitations or restrictions of Consultant in provided the services that the District should be aware of in evaluating Consultant's response to the RFQ.

- ☐ 6. **Attachments to be Completed:** SOQ responses shall include a complete set of the following forms:

- **Attachment (a): Consultant Information and Acceptance-** Every Consultant must select one choice under Item 11 of this Attachment and must complete and sign Page 3 of this form (or page 6 of Exhibit A).

- **Attachment (b): References-** Consultants must use the templates on Attachment (b) of Exhibit A to provide references. Consultants are to provide a list of three clients and must verify the contact information for all references. References must be satisfactory as deemed solely by District. Consultants are strongly encouraged to notify all references that the District may be contacting them to obtain a reference. The District may contact some or all of the references provided in order to determine Consultant's performance record on work similar to that described in this request. The District reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.
- **Attachment (c): SLEB Partnering Information Sheet-** Every Consultant must fill out and submit a signed SLEB Partnering Information Sheet, (Attachment (c) of Exhibit A) indicating their SLEB certification status. If Consultant is not certified, the name, identification information, and goods/services to be provided by the named CERTIFIED SLEB partner(s) with whom the Consultant will subcontract to meet the County SLEB participation requirement must be stated. For any CERTIFIED SLEB subcontractor(s) named, the Exhibit must be signed by the CERTIFIED SLEB(s) according to the instructions. All named SLEB subcontractor(s) must be certified by the time of bid submittal.
- **Attachment (d): Exceptions, Clarifications, Amendments-** If Consultants are making ANY clarifications and/or amendments, or taking exception to policies or specifications of this RFQ, these MUST be submitted in the Exceptions, Clarifications, Amendments form of Exhibit A. THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR SOQ DISQUALIFICATION.
- **Attachment (e): Debarment & Suspension Form -** Consultant must complete, sign, and date the *Debarment and Suspension Certification* form.

EXHIBIT A
Attachment (a)

CONSULTANT INFORMATION AND ACCEPTANCE

RFQ No. MAO20161149

For

PUMP STATION CONDITION ASSESSMENT AND REHABILITATION STUDY AND PUMP PERFORMANCE EVALUATIONS

1. The undersigned declares that the SOQ Documents, including, without limitation, the RFQ, and Exhibits have been read.
2. Consultant hereby certifies to District that all representations, certifications, and statements made by Consultant, as set forth in this SOQ form and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.
3. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the SOQ/Response Documents of RFQ, Pump Station Condition Assessment & Rehabilitation Study and Pump Performance Evaluations.
4. The undersigned has reviewed the SOQ Documents and fully understands the requirements in this RFQ including, but not limited to, the requirements under the District provisions, and that each Consultant who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to District.
5. The undersigned acknowledges receipt and acceptance of all addenda.
6. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the District's website:
 - a. **Debarment/Suspension Policy** *See also Exhibit A, Attachment (e)*
[\[http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm)
 - b. **Iran Contracting Act (ICA) of 2010**
[http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm)
 - c. **General Environmental Requirements**
[\[http://www.acgov.org/gsa/departments/purchasing/policy/envIRON.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/envIRON.htm)
 - d. **Small Local Emerging Business Program** *See also Exhibit A, Attachment (c)*
[\[http://acgov.org/auditor/sleb/\]](http://acgov.org/auditor/sleb/)
 - e. **First Source**
[\[http://acgov.org/auditor/sleb/sourceprogram.htm\]](http://acgov.org/auditor/sleb/sourceprogram.htm)
 - f. **Online Contract Compliance System**
[\[http://acgov.org/auditor/sleb/relatIOn.htm\]](http://acgov.org/auditor/sleb/relatIOn.htm)

g. **General Requirements**

[<http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm>]

h. **Proprietary and Confidential Information**

[<http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm>]

7. The undersigned acknowledges that Consultant will be in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFQ and associated RFQ Documents.
8. It is the responsibility of each consultant to be familiar with all of the specifications, terms and conditions and, if applicable, the site conditions. By the submission of an SOQ, the Consultant certifies that if awarded a contract they will make no claim against the District based upon ignorance of conditions or misunderstanding of the specifications.
9. Patent indemnity: Consultants who do business with the District shall hold the Alameda County Flood Control and Water Conservation District, the County of Alameda, their officers, agents and employees, harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. Insurance certificates are not required at the time of submission. However, by signing Exhibit A, Consultant Information and Acceptance, the Consultant agrees to meet the minimum insurance requirements stated in the RFQ. This documentation must be provided to the District, prior to award, and shall include an insurance certificate and additional insured certificate naming the Alameda County Flood Control and Water Conservation District and the County of Alameda, which meets the minimum insurance requirements, as stated in the RFQ.
11. The undersigned acknowledges **ONE** of the following (please check only one box):
 - ☐ Consultant is not local to Alameda County and is ineligible for any evaluation preference points; OR
 - ☐ Consultant is a certified SLEB and is requesting 5% evaluation preference; (Consultant must check the first box and provide its SLEB Certification Number in the Attachment (d) SLEB PARTNERING INFORMATION SHEET); OR
 - ☐ Consultant is LOCAL to Alameda County and is requesting 5% evaluation preference points **and has attached the following documentation to this Exhibit:**
 - Copy of verifiable business license, issued by the County of Alameda or a City within the County; AND
 - Proof of six (6) months business residency, identifying the name of the vendor and the local address. Utility bills, deed of trusts or lease agreements, etc., are acceptable verification documents to prove residency.

Official Name of Consultant _____

Street Address Line 1 _____

Street Address Line 2 _____

City _____ State _____ Zip Code _____

Webpage _____

Type of Entity/Organizational Structure (check one):

☐ Corporation

☐ Joint Venture

☐ Limited Liability Partnership

☐ Partnership

☐ Limited Liability Corporation

☐ Non-Profit/Church

☐ Other: _____

Jurisdiction of Organization Structure _____

Date of Organization Structure _____

Federal Tax Identification
Number _____

Primary Contact Information

Name/Title _____

Telephone No. _____ Fax No. _____

E-mail Address _____

Signature _____

Print Name _____

Title _____

Dated this _____ Day of _____ 20 _____

EXHIBIT A
Attachment (b)

REFERENCES
(Include Three)

RFQ No. MAO20161149
for
PUMP STATION CONDITION ASSESSMENT AND REHABILITATION STUDY
AND PUMP PERFORMANCE EVALUATIONS

Consultant Name: _____

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided/Date(s) of Service	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided/Date(s) of Service	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided/Date(s) of Service	

EXHIBIT A

Attachment (c)

SMALL LOCAL EMERGING BUSINESS (SLEB) PARTNERING INFORMATION SHEET

RFQ No. MAO20161149

For

PUMP STATION CONDITION ASSESSMENT AND REHABILITATION STUDY

AND PUMP PERFORMANCE EVALUATIONS

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFQ, all Consultants must complete this form as required below.

Consultants not meeting the definition of a SLEB (<http://acgov.org/auditor/sleb/overview.htm>) are required to subcontract with a SLEB for at least twenty percent (20%) of the total estimated bid amount in order to be considered for contract award. SLEB subcontractors must be independently owned and operated from the prime Consultant with no employees of either entity working for the other. This form must be submitted for each business that Consultants will work with, as evidence of a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

Consultants are encouraged to form a partnership with a SLEB that can participate directly with this contract. One of the benefits of the partnership will be economic, but this partnership will also assist the SLEB to grow and build the capacity to eventually bid as a prime on their own.

Once a contract has been awarded, consultants will not be able to substitute named subcontractors without prior written approval from the Auditor-Controller, Office of Contract Compliance (OCC).

County departments and the OCC will use the web-based Elation Systems to monitor contract compliance with the SLEB program (Elation Systems: <http://www.elationsys.com/elationsys/index.htm>).

☐ CONSULTANT IS A CERTIFIED SLEB (sign at bottom of page)

SLEB CONSULTANT Business Name: _____

SLEB Certification #: _____ SLEB Certification Expiration Date: _____

NAICS Codes Included in Certification: _____

☐ CONSULTANT IS NOT A CERTIFIED SLEB AND WILL SUBCONTRACT ____% WITH THE SLEB(S) NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES: _____

(If proposed Consultant team will include more than one SLEB partner, copy this form and submit one form per SLEB partner.)

SLEB Subcontractor Business Name: _____

SLEB Certification #: _____ SLEB Certification Expiration Date: _____

SLEB Certification Status: ☐ Small / ☐ Emerging

NAICS Codes Included in Certification: _____

SLEB Subcontractor Principal Name: _____

SLEB Subcontractor Principal Signature: _____ Date: _____

Upon award, prime Consultant and all SLEB subcontractors that receive contracts as a result of this procurement process agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

Consultant Printed Name/Title: _____

Street Address: _____ City _____ State _____ Zip Code _____

Consultant Signature: _____ Date: _____

EXHIBIT A

Attachment (d)

EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFQ No. MAO20161149

For

**PUMP STATION CONDITION ASSESSMENT AND REHABILITATION STUDY
AND PUMP PERFORMANCE EVALUATIONS****Consultant:** _____

List below requests for clarifications, exceptions and amendments, if any, to the RFQ and associated documents, and submit with your SOQ.

The County is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification.

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	Vendor takes exception to...

*Print additional pages as necessary.

Attachment (e)

DEBARMENT AND SUSPENSION CERTIFICATION

For Procurements Over \$25,000

RFQ No. MAO20161149

for

**PUMP STATION CONDITION ASSESSMENT AND REHABILITATION STUDY
AND PUMP PERFORMANCE EVALUATIONS**

The bidder, under penalty of perjury, certifies that, except as noted below, bidder, its Principal, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

CONSULTANT: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

EXHIBIT B

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured." 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	