**County of Humboldt**

Planning & Building

3015 H Street, Eureka CA 95501

**OPEN DATE: Wednesday 3/20/16**

**DUE DATE: Thursday 4/21/16, 5:00 pm**

**RFP #16-03 Samoa Peninsula**

**Services and Operations Plan**

**FOR INFORMATION CONTACT:**

 **Jack Crider, (707) 443-0801**

 **jcrider@humboldtbay.org**

**REQUEST FOR QUALIFICATIONS FOR PLANNING AND ENGINEERING SERVICES – FOR OPERATIONAL PLAN**

The County of Humboldt, in cooperation with the Humboldt Bay Harbor, Recreation, and Conservation District (District) is seeking planning and engineering services for completion of a study that will outline an ongoing Operational Plan for reuse of Redwood Marine Terminal II (RMT II) existing water treatment facility and ocean outfall pipe for treatment and discharge of wastewater collected from Samoa Peninsula. The study is funded with a Department of Commerce Economic Development Administration (EDA) Grant and a Community Development Block Grant. The contract will be based on an hourly cost reimbursement basis, with not to exceed clause, with terms to be negotiated with the selected Contractor. The selected Contractor will be required to comply with all federal, state and local regulations.

**Project Background:** **Project Background:** The County used Community Development Block Grant (CDBG) funds to prepare a study to evaluate and plan for the reuse of water and wastewater facilities located at the Former Louisiana Pacific Pulp Mill located at 1 TCF Drive Samoa, California, APN 401-112-021. The 72 acre site was acquired by the District in 2013. Based on that study it has been determined that the reuse of the RMT II existing water treatment facility and ocean outfall pipe will help with the services and infrastructure capacity on the peninsula. The Report is available at [www.humboldtbay.org](http://www.humboldtbay.org) and should be consulted for further background regarding this Project. A proposed Samoa Community Services District (CSD) would provide other services as well. There needs to be an operational plan for the ongoing operation of the infrastructure and related services, this includes determining the ongoing CSD costs to operate the range of services described in part one.

**PART ONE: SCOPE OF SERVICES**

* 1. **Cost Estimates for Operating Ocean Outfall Pipe**. The costs to permit and rehabilitate the outfall pipe have been estimated in the first study as referenced above. There will also be ongoing costs associated with the reuse of RMT II wastewater facilities. Operational costs include management and maintenance for wastewater collection and wastewater treatment and disposal. The Operational Plan should look at these costs and determine what those are likely to be.
	2. **Service District**. Evaluate Community Services District. costs to manage services, in the form of a Plan For Services, on the Samoa Peninsula including:
* Wastewater Collection
* Wastewater Treatment and Disposal
* Water Supply, Storage and Distribution
* Parks, Recreation Facilities and Trails
* Fire Protection and Emergency Response (including Tsunami preparedness)
	1. **Rate Plan**. Evaluate and recommend a rate structure to spread the costs of a Community Services District as referenced above, as a benefit assessment, special tax, and/or services fees for all potential users/property owners on the Samoa Peninsula, including cost of rehabilitating and permitting the ocean outfall pipe.
	2. **Other Funding Sources**. Identify potential funding sources that could offset the cost of rehabilitating and permitting the ocean outfall pipe.

**PART TWO: REQUEST FOR QUALIFICATION STATEMENTS**

The following information should be included under the title “Request for Qualification Statements for Planning and Engineering Services for the RMT II Infrastructure Studies and Operational Plan”:

* 1. Name of Respondent
	2. Respondent address
	3. Respondent telephone number
	4. Respondent federal tax identification number
	5. Name, title address, telephone number, and email address of contact person authorized to contractually obligate the Respondent on behalf of the Respondent.

**Contents of RFQ**

Respondents should letter and number responses exactly as the questions are presented herein. Interested Respondents are invited to submit RFQs that contain the following information:

1. Introduction (transmittal letter)
2. Background and Experience
3. Specialized Knowledge of CSD plan for services and rate plans sufficient for meeting Prop 218 requirements
4. Personnel/Professional Qualifications
5. **Introduction (transmittal letter)**

By signing the letter, the Respondent certifies that the signatory is authorized to bind the Respondent. The RFQ response should include:

1. A brief statement of Respondent’s understanding of scope of the work to be performed;
2. A confirmation that the Respondent meets the appropriate state licensing requirements to practice in the State of California;
3. A confirmation that the Respondent has not had a record of substandard work within the last five years;
4. A confirmation that the Respondent has not engaged in any unethical practices within the last five years;
5. A confirmation that, if awarded the contract, the Respondent acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract;
6. A confirmation that the Respondent will comply with federal CDBG provisions as listed in attachment A.
7. Project approach for CSD plan for services and rate plan and schedule for completion.
8. Any other information that the Respondent feels appropriate;
9. The signature of an individual who is authorized to provide information of this nature in the name of the Respondent submitting the RFQ.
10. **Background and Experience**
11. Describe Respondent’s firm by providing its full legal name, date of establishment, type of entity and business expertise, short history, current ownership structure and any recent or materially significant proposed change in ownership.
12. Describe any prior engagements in which Respondent’s firm assisted a governmental entity in dealings with relating to EDA. Respondent should include examples of work on similar projects as described in Part One. Respondent should also provide a list of completed EDA studies and/or projects. Preference is for the types of projects similar to those described in Part One. Respondent should provide the names, phone numbers, and emails of contact persons in the organizations for whom any projects referenced in this section were conducted. Respondent should include written references (letters or forms are acceptable) from previous clients attesting to the quality of work and compliance with performance schedules Respondent cites in this section.
13. Describe any issue the characteristics of which would be uniquely relevant in evaluating the experience of Respondent’s firm to handle the proposed project(s).
14. Provide current information on professional errors and omissions coverage carried by Respondent’s firm, including amount of coverage.
15. **Specialized Knowledge**
16. Describe their knowledge and experience in the particular types of projects described in Part One.
17. Describe their knowledge of with Federal Programs.
18. **Personnel/Professional Qualifications**
19. Identify staff members (as applicable), in the job classifications of (1) Principal in Charge, (2) Project Engineer, (3) Surveyor, (4) Engineer interns (5) CAD technician, and (5) Engineering technician; who would be assigned to act for Respondent’s firm in key management and field positions providing the services described in Part One: Scope of Services, and the functions to be performed by each.
20. Include resumes or curriculum vitae of each such staff member designated above, including name, position, telephone number, email address, education, and years and type of experience. Describe, for each such person, the projects relevant to federal programs on which they have worked. Provide the names, telephone numbers, and email addresses of contact persons with the firms or organizations with whom these staff members worked on federal programs.

**PART THREE: SELECTION CRITERIA**

The County of Humboldt and the District shall evaluate each potential contractor in terms of its:

1. Professional qualifications necessary for satisfactory performance of required services;
2. Specialized experience and technical competence in the type of work required;
3. Past performance on contracts with Government agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules;
4. Location in the general geographical area of the project and knowledge of the locality of the project.

Respondents will be evaluated on the basis of the written materials submitted and according to the following factors:

* 1. Experience of the firm with this particular type of planning project

as described in Part One 150 pts.

* 1. Approach and schedule for completing CSD plan for services and rate plan 150\_\_ pts.
	2. Reference from other clients attesting to firms:
		1. Quality of work \_100\_\_ pts.
		2. Compliance with performance schedules \_100\_\_ pts.

In the event of a tie, oral interviews will be held with those firms. As a result of the interviews, the County of Humboldt and the District will determine which firm will be selected to enter into contract negotiations. Unsuccessful firms will be notified as soon as possible.

Questions regarding this RFQ should be addressed to Jack Crider, Humboldt Bay Harbor District, (707) 443-0801. jcrider@humboldtbay.org

Responses to this RFQ should be hand-delivered or mailed to the County of Humboldt Planning Department, 3015 H Street, Eureka CA 95501, ATTN: Paula Mushrush

**Responses to this RFQ must be received no later than 4/21, 2016 by 5:00 pm. Please state “RMT II Qualifications Statement-Operational Plan" on the cover.**

**ATTACHMENT A**

**Department of Housing and Community Development**

Federal overlays for contracts funded in whole or in part with CDBG funds.

For this Exhibit, the term “contractor” is defined as a party to a signed contract.

**FEDERAL TERMS AND CONDITIONS:**

During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to the following:

**AFFIRMATIVE ACTION:**

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the United States Department of Housing and Urban Development (HUD) and subject to 24 CFR 85.36(e). CITY hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged, minority and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. Minority and women-owned and operated businesses will be encouraged to apply.

**SECTION 3:**

 The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the HUD, Community Development Block Grant Program, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area and that the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended, and as specified in the project specifications.

**NON-DISCRIMINATION CLAUSE**:

During the performance of this Agreement, Contractor and its subcontractor*s* shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40*),* marital status, anddenial of family care leave. Contractor and subcontractor*s* shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provision*s* of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (CaliforniaCode of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code ofRegulations,are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractor*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**EQUAL OPPORTUNITY:**

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor with comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).
2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City Setting forth the provisions of this nondiscrimination clause.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No.11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No.11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every
subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24,1965, so that such provisions will *be* binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided,* That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.
12. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**CONFLICT OF INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF CONTRACTORS, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS:**

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

**INSURANCE:**

Maintenance, if so required by law, of unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the grant activity(ies) or any part of it.

**DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE FEDERAL REGULATORY REQUIREMENTS UNDER 24 CFR 85.36(e):**

The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

1. Affirmative steps shall include:
	1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
	2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
	3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
	4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
	5. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

**COPELAND “ANTI-KICKBACK” ACT (18 U.S.C. 874):**

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

**COMPLIANCE WITH ALL FEDERAL LABOR STANDARD PROVISIONS:**

Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions.

**COMPLIANCE WITH SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-330):**

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR part *5,* Construction contracts awarded by grantees and sub grantees in excess of $2000, and in excess of $2500 for other contracts which involve the employment of mechanics or laborers)

**REQUIREMENTS AND REGULATIONS PERTAINING TO DATA AND DESIGN:**

All data and design and engineering work created under this Agreement shall be owned by the City and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the City.

**REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING:**

The County, State CDBG, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent the contract.

**COMPLIANCE WITH CLEAN AIR ACT AND CLEAN WATER ACT:**

Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h).

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
2. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

**COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT (Pub. L. 94-163, 89 Stat. 871):**

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163,89 Stat. 871).

**D/MBE/WBE IMPLEMENTATION GUIDELINES:**

The following information, as applicable, shall be retained by Contractor and produced upon request by General Services if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements.

1. The names and dates of advertisement of each newspaper, trade paper, and minority- focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.
2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.
3. The items of work for which the bidder requested sub bids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.
4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.
5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their sub-bids.
6. To find a D/M/WBE certified firm, you may call (916) 445-3520, go on-line to: http://www.dot.ca.eov/hq/bep, or via mail at: D/M/WBE Listing for County, CalTrans - Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

**AUDIT, RETENTION AND INSPECTION OF RECORDS:**

The Contractor agrees that the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Contractor agrees to provide any relevant information requested and shall permit the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq.

The Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention period, the Consultant shall release and deliver to the (City/County) all original records and documentation.