



san joaquin county & DELTA WATER QUALITY COALITION

Introduction

Organization Background

The San Joaquin County and Delta Water Quality Coalition (SJCDWQC or Coalition) was formed in 2003 to represent all dischargers who own or operate irrigated lands in San Joaquin County and the Delta regions of Contra Costa County. Dischargers are regulated by the Irrigated Lands Regulatory Program (ILRP) of the Central Valley Regional Water Quality Control Board (Regional Water Board). The goals of the SJCDWQC are to 1) file reports with the Regional Water Board to provide coverage for members of the Coalition, 2) develop and implement an economical and scientifically valid water quality monitoring program, 3) spread costs equitably among Coalition members, and 4) communicate to landowners where water monitoring indicates problems and work to solve these problems. The Coalition was formed and is operated by the San Joaquin County Resource Conservation District which is a special district authorized under Division 9 of the Public Resources Code.

Project Background

In 2014, the Regional Water Board adopted a General Waste Discharge Requirements (WDR) Order with attachments. As part of that Order, groundwater is a required monitoring element. The Order requires the development of a Groundwater Assessment Report (GAR) and a Groundwater Quality Trend Monitoring Program Work Plan (GQTMP Work Plan); both of which the Coalition has successfully completed. With the final approval of the GQTMP Work Plan, the Coalition is required to initiate groundwater monitoring by the sampling of wells identified as appropriate for evaluating groundwater quality over time. Specifically, this request for proposals (RFP) is to perform sampling as outlined in the GQTMP Work Plan. Monitoring is expected to start in the fall of 2018 and occur annually as outlined within the Work Plan. The contract for work associated with this RFP is expected to last at a minimum of 2 years.

The Coalition is awaiting approval of the GQTMP Work Plan but there are currently 53 wells that must be sampled. There is the possibility that the number of wells needing to be sampled can increase or decrease over time.

Work Schedule and Budget

The Consultant shall propose and justify a detailed budget and schedule for groundwater monitoring. The budget should be well documented in the proposal, and the Consultant may develop specific tasks to illustrate how the budget was developed. The budget should include hourly rates for all personnel associated with the project and any other direct costs. Key personnel must be included in the proposal by name, title, and project responsibilities. Additional personnel may be included by name, title, and project responsibilities or simply by title and project responsibilities. If subcontractors are used, this should be clearly indicated within the proposal including their rates, roles and responsibilities.

Phone (209) 851-4204 info@sjdeltawatershed.org
Street Address 3294 Ad Art Road, Stockton CA 95215
Mailing Address P.O. Box 2357, Lodi CA 95247-2357

Scope of Work

The Consultant will work with the Coalition and its other consultants to conduct groundwater monitoring according to the requirements established in the WDR Order and the GQTMP Work Plan and associated Quality Assurance Project Plan (QAPP). All wells have been (or will have been) vetted prior to sampling and all wells can be sampled. The Consultant is expected to identify a laboratory that can perform the chemical analyses of the samples in a cost-effective manner as well as meet all the requirements within the QAPP and have the ability to load data to GeoTracker. The Consultant is expected to:

- 1: Groundwater Quality Assurance Project Plan (QAPP)
 - Complete and submit the QAPP with final Standard Operating Procedures, Measurement Quality Objectives and signatures for approval by the Regional Water Board and State Water Resources Control Board QA Officer.
- 2: Groundwater Monitoring
 - Contact the well owners prior to sampling to arrange access to the well for sampling;
 - Develop the information necessary to allow the data to be uploaded to GeoTracker;
 - Develop and maintain Chain of Custody and field sheet documentation to ensure sample integrity;
 - Contact the analytical laboratory to insure the analyses of water collected from the wells within hold time requirements;
 - Conduct sampling including measuring field parameters as required by the Coalition's Order and completing all associated paperwork;
 - Ensure proper preservation of the samples and guarantee delivery to the laboratory in time to meet the analytical method hold time requirements;
 - Management of laboratory invoices.
- 3: Groundwater Data Management and Reporting
 - Review the analytical results and work with the laboratory to correct any deficiencies in data quality;
 - Develop and maintain a database to hold the analytical results to facilitate the analysis of the data that is needed to complete the annual reports and Groundwater Assessment Report updates;
 - Provide data to Coalition consultants to facilitate the completion of various reports required by the General Order;
 - Provide annual summaries of the data as prescribed in the Order including maps of sampled wells, tabulation of analytical data, and time concentration charts.

The Consultant is expected to meet with Coalition representatives as necessary and requested by the Coalition. Additionally, the Consultant may need to attend Coalition's Steering Committee and/or the San Joaquin County Resource Conservation District Board of Director's meetings to discuss progress with the entire Board. These meetings are held at the offices of the Coalition in Stockton. It is expected that the Consultant will attend meetings with Coalition representatives and the Regional Water Board at the Regional Water Board office in Rancho Cordova as necessary.

ORGANIZATION AND CONTENTS OF PROPOSAL

The proposal should be concise and straightforward. Proposals shall include the following components:

- 1) Cover letter;

- 2) Table of contents;
- 3) General firm information;
- 4) General administrative information; and
- 5) Appendices.

Appendices shall be limited to all Consultant, sub consultant, subcontractor, and other service provider resumes and/or rate sheets. All information provided shall be on letter (8.5"x11") size sheets using size 11 font or larger.

General Firm Information Section

This section shall include information for all the categories below.

Firm Experience (two page maximum)

Provide a Summary of Experience with similar projects that the firm and the proposed team have completed. The description of each project should include:

- The year(s) during which the work was performed
- The firm's role in the project (i.e., lead versus subcontractor)
- Responsibilities of key team members
- A contact person, including telephone number, for each project

Project Team and Relevant Experience (two page maximum)

The proposed project team(s) and relevant experience shall be identified including specific staff responsible for project management, interfacing with the Coalition, and direct supervision of the project's technical output. Key tasks and the associated personnel shall be identified. Resumes are not required but may be attached in an appendix. The geographic location of the firm and key personnel shall be identified. All proposed sub-consultants shall be identified. Key sub-consultant staff, relevant experience, and supporting material shall be included in the proposal.

Level of Effort (three page maximum)

The proposal shall include a description of the level of effort that will occur to complete the tasks on an annual basis from July through June. The level of effort shall also list anticipated deliverables (i.e. work plan, reports, status updates, etc.) to the Coalition.

Budget

Provide a table showing the proposed total level of effort, in hours, required to complete each task required to complete the items listed in the Scope of Work. The budget shall include the tasks (and subtasks, if applicable) necessary to complete the work on an annual bases including key personnel, hourly rate, number of hours and total cost. Services provided by subcontractors (if applicable) shall be shown separately within the table. Anticipated other direct costs should be accounted for in the budget.

General Administrative Information Section

This section shall include information for all the categories below.

Conflict of Interest Statement

Firms submitting proposals in response to this RFP must disclose to the Coalition any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the firm, management, or employees of the firm or other persons relative to the services to be provided under the agreement for services to be awarded pursuant to the RFP (Attachment 1). If a firm has no conflicts of interest, a statement to that effect shall be included in the proposal.

Proprietary Statement

Firms submitting proposals must provide a statement that nothing contained in the submitted proposal or subsequent interview (if required) is proprietary. If proprietary information is included, a statement should be provided identifying any information which the Consultant contends is confidential and the legal basis for such a claim. If information is requested under the California Public Records Act, the Coalition will assert the confidentiality of such information only if requested by the Consultant and where the Consultant has entered into an agreement with the Coalition to defend and indemnify the Coalition for any liability, loss, costs and expenses incurred in asserting such confidentiality as part of the proposal. The final determination as to whether or not the Coalition will assert a claim of confidentiality is in the sole discretion of the Coalition.

Insurance

In a table, confirm the Consultant's and sub-consultant's (if applicable) ability to secure insurance coverage (including comprehensive general liability, automotive liability, workers compensation, and errors and omissions), according to requirements stated in the attached sample agreement (Attachment 2).

Solicitation of Sub-consultants, Subcontractors, Other Service Providers and Suppliers

If the prime consultant intends to solicit sub-proposals and/or quotes for certain tasks on this project from qualified sub-consultants, subcontractors, other service providers and suppliers, the prime consultant must not discriminate in the solicitation process and is encouraged to include qualified minority and women-owned firms in such solicitation opportunities. Substitution of any sub-consultants, subcontractors, other service providers and suppliers identified in the agreement shall not be made without the written consent of the Coalition.

Employment Practices

Please provide a summary of your firm's employment policies and procedures including any equal employment opportunity and affirmative action policies. Also, include a brief summary outlining the present composition of your work force.

COST PROPOSALS

The format for this contract shall be on a time and materials. Reimbursable items to be compensated shall be outlined in the Consultant's proposal.

CONSULTANT SELECTION SCHEDULE

The following table contains the anticipated dates of activities involved with the consultant selection.

Milestone	Date
Request for Proposal Issued	June 28, 2018
Proposal Due Date	July 25, 2018
Consultant Selection and Agreement	August 8, 2018
Contract Execution by Board of Directors	August 16, 2018

SELECTION AND APPROVAL PROCESS

An award of contract shall be made to the responsible Consultant who provides the best overall response to the requirements of this RFP. The Coalition may select whichever Consultant it determines will best serve its interests. Upon completion of the evaluation process, initial discussions may be conducted between the Coalition and Consultants to clarify the scope of services, staffing schedules, level of effort, and contract costs immediately after the rankings. The Coalition will then enter final negotiations with the selected Consultant with the intent of agreeing on a mutually acceptable contract.

Due Date, Number of Proposals, and Contact Information

Three hard copies and one electronic copy should be submitted to:

San Joaquin County and Delta Water Quality Coalition
P.O. Box 2357
Lodi, CA 95241-2357
ATTN: Michael Wackman

Proposals should be received no later than noon (12:00 pm) on July 25, 2018. Questions regarding this RFP should be addressed to Michael Wackman at info@sjdeltawatershed.org. Consultants are encouraged to notify the Coalition of their intent to submit a proposal.

ATTACHMENT 1
CONFLICT OF INTEREST AND NON-COLLUSION AFFIDAVIT

Conflict of Interest and Non-Collusion Affidavit

IN ACCORDANCE WITH THIS PROPOSAL, I CERTIFY THAT OUR BUSINESS:

1. Does not and will not have a financial interest in any business, property or source of income, which could be financially affected or otherwise conflict in any manner with the performance of services under this request for proposals;
2. Has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with this request for proposals; and
3. Is not currently suspended or debarred from doing business with any government entity.

I affirm that the above is true and correct to the best of my knowledge under penalty of perjury under the laws of the State of California.

Name _____ Date _____

Title _____

Business Name _____

ATTACHMENT 2
COALITION INSURANCE REQUIREMENTS

COALITION INSURANCE REQUIREMENTS

Without limiting CONSULTANT'S indemnification, CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by CONSULTANT, its agents, representatives or employees. COALITION shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of COALITION Board of Directors, insurance provisions in these requirements do not provide adequate protection for Coalition and for members of the public, COALITION may require CONSULTANT to obtain insurance sufficient in coverage, form and amount to provide adequate protection. COALITION's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

1. Verification of Coverage

CONSULTANT shall furnish COALITION with certificates evidencing coverage required below. **Copies of required endorsements must be attached to certificates provided.** COALITION Board of Directors may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Board, the interests of COALITION and general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by COALITION before performance commences. COALITION reserves the right to require that CONSULTANT provide complete, certified copies of any policy of insurance including endorsements offered in compliance with these specifications.

2. Minimum Scope of Insurance

Coverage shall be at least as broad as:

GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by Coalition Risk Manager.

AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 00 01. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply. Personal Lines automobile insurance shall apply if vehicles are individually owned.

WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.

PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to CONSULTANT'S profession.

UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

3. Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate	\$1,000,000
Products Comp/Op Aggregate	\$1,000,000
Personal & Adv. Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$ 100,000

Automobile Liability

- a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
- b. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

Workers' Compensation: Statutory.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim and aggregate.

4. Deductibles and Self-Insured Retention

Any deductible or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by COALITION.

5. Claims Made Professional Liability Insurance

If professional liability coverage is written on a Claims Made form:

- a. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONSULTANT.
- b. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- c. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, CONSULTANT must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

6. All Policies:

- a. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-**. **VII.** COALITION Board of Directors may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Board of Directors, the interests of COALITION and the general public are adequately protected.
- b. MAINTENANCE OF INSURANCE COVERAGE: CONSULTANT shall maintain all insurance coverages in place at all times and provide COALITION with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days written notice for cancellation or sixty (60) days' written notice for non-renewal has been

given to COALITION. For non-payment of premium 10 days prior written notice of cancellation is required.

7. Commercial General Liability and/or Commercial Automobile Liability:

- a. **ADDITIONAL INSURED STATUS:** The East San Joaquin Water Quality Coalition and their officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no endorsed limitations on the scope of protection afforded to DISTRICTS and the COUNTY OF SACRAMENTO and their officers, directors, officials, employees, or volunteers.
- b. **CIVIL CODE PROVISION:** Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- c. **PRIMARY INSURANCE:** For any claims related to this agreement, CONSULTANT'S insurance coverage shall be endorsed to be primary insurance as respects COALITION and their officers, officials, employees and volunteers. Any insurance or self-insurance maintained by COALITION and its officers, directors, officials, employees, or volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it.
- d. **SEVERABILITY OF INTEREST:** CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. **SUBCONTRACTORS:** CONSULTANT shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONSULTANT'S subcontractor.

8. Professional Liability: PROFESSIONAL LIABILITY PROVISION: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional services provided under this Agreement.

9. Workers' Compensation: WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the East San Joaquin Water Quality Coalition and its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONSULTANT. Should CONSULTANT be self-insured for workers' compensation, CONSULTANT hereby agrees to waive its right of subrogation against the East San Joaquin Water Quality Coalition and its officers, directors, officials, employees, agents or volunteers.

10. Notification of Claim

If any claim for damages is filed with CONSULTANT or if any lawsuit is instituted against CONSULTANT, that arise out of or are in any way connected with CONSULTANT'S performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect Coalition, CONSULTANT shall give prompt and timely notice thereof to Coalition. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.