

REQUEST FOR QUALIFICATIONS (RFQ)
Amended November 8, 2023

Changes indicated in blue below.

The Regional Water Authority (RWA) is seeking a qualified consulting firm with extensive grant management experience to provide support to RWA and its member agencies for a grant agreement recently executed between RWA and the State of California (State). Assembling invoices, compiling information, reviewing and assessing documents, and preparing reports and invoices in a timely manner, under the supervision and approval of RWA, are required abilities.

The RWA was formed in 2001 as a joint powers authority and currently serves and represents the interests of 22 water providers and associated agencies in the greater Sacramento region. The RWA's vision includes effectively managing water resources to provide high quality water supplies to the public at a reasonable cost and to promoting a sustainable environment. Other RWA goals include supporting and implementing the objectives of the Sacramento Area Water Forum to preserve American River environmental values and ensure a reliable water supply through the year 2030. Additional information on RWA can be found at <http://www.rwah2o.org>.

The RWA reserves the right to modify the anticipated timeline set forth below. The RWA reserves the right to reject any and all submittals, cancel all or part of this RFQ, waive any minor irregularities and to request additional information from proposing firms. This RFQ does not obligate the RWA to award a contract. There is no expressed or implied obligation for the RWA to reimburse responding firms for any expenses incurred in preparing submittals in response to this request.

To be considered, **an electronic submittal must be e-mailed to the contact** below by **4:00 p.m. on Friday, November 17, 2023**. The RWA reserves the right to reject any or all submittals after the deadline.

General Information

<p>Primary Contact</p>	<p>The primary contact with the RWA will be:</p> <p style="text-align: center;">Michelle Banonis, Manager of Strategic Affairs 2295 Gateway Oaks Drive, Suite 100 Sacramento, California, 95833 Voice: (916) 862-0359 Fax: (916) 967-7322 Email: mbanonis@rwah2o.org</p>		
<p>RFQ Timeline</p>	<table border="0"> <tr> <td style="vertical-align: top;"> <p>October 20, 2023</p> <p>November 17, 2023</p> <p>Week of November 27, 2023</p> <p>Week of December 4, 2023</p> <p>January 18, 2024</p> </td> <td style="vertical-align: top;"> <p>Distribution of RFQ</p> <p>RFQ filing deadline – must be <u>received by RWA by 4:00 p.m.</u></p> <p>RWA and funded member agency review of RFQs</p> <p>RWA coordinates with entities anticipated to received funding on consultant selection recommendation</p> <p>RWA approves consultant selection</p> </td> </tr> </table>	<p>October 20, 2023</p> <p>November 17, 2023</p> <p>Week of November 27, 2023</p> <p>Week of December 4, 2023</p> <p>January 18, 2024</p>	<p>Distribution of RFQ</p> <p>RFQ filing deadline – must be <u>received by RWA by 4:00 p.m.</u></p> <p>RWA and funded member agency review of RFQs</p> <p>RWA coordinates with entities anticipated to received funding on consultant selection recommendation</p> <p>RWA approves consultant selection</p>
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Project Information

<p>Project Background</p>	<p>On July 21, 2023, RWA entered into an agreement with the State Department of Water Resources for Voluntary Agreement Early Implementation for the American River (RWA-DWR Agreement). The term of the agreement began upon execution and all work must be completed by December 31, 2025 with no funds requested after March 31, 2026. Nine water providers in the American River region are anticipated to received funding. Through a project agreement between RWA and the water providers receiving funding, called the American River Terms for Ecosystem Support and Infrastructure Assistance Needs (ARTESIAN), funding recipients will complete work on projects and submit information in accordance with terms in the RWA-DWR Agreement and the ARTESIAN (collectively, “the Agreements”) to RWA, RWA will review these documents and submit this information to the State, the State will provide reimbursement to RWA, and RWA will distribute funding to water providers. The ARTESIAN is included here as an attachment, and the RWA-DWR Agreement is provided within the ARTESIAN Exhibit 2, Appendix A.</p> <p>The State has specific submittal and reporting requirements during and after the project completion deadlines. The schedule for submittals over the timeframe of the grant are provided below and include the anticipated receipt of information from the funding recipients.</p>																																										
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Scope of Services

<p>Nature of Services</p>	<p>RWA is seeking consultant support in compiling the submittal materials required for the grant. RWA will retain the authority for control, review, and approval of the consultant-generated reports and invoices and will ultimately submit these documents to the State after a determination that they have met the submittal requirements. The successful consulting firm is expected to provide support to RWA staff in compiling necessary submittal materials for the State, including the following:</p> <ul style="list-style-type: none"> • Working with funding recipients to obtain necessary information and using this information to compile required quarterly reports on the schedule provided in the Project Background. The consultant is expected to begin work to support the early 2024 submittals to the State and continue work until the Project Completion Report. • Preparing invoices and reports that meet State format and content requirements. • Ensuring all environmental permitting and compliance information and plans and specifications are obtained and are in conformance with requirements listed in the Agreements. • Ensuring that all work performed is accounted for at a task level in the Quarterly Progress Reports. • Preparation of the Project Completion Report in accordance with State requirements. • Quality assurance and quality control of all completed documentation.
<p>Estimated Budget</p>	<p>The budget for the proposed work shall not exceed \$380,000.</p>
<p>Term of Engagement</p>	<p>The contract term is expected to run from January 2024 to May 2026.</p>

Submittal Requirements

Submittal Requirements	<p>In order to facilitate the comparison of submittals from competing firms and to assist the evaluation team with the review process, firms are requested to organize their submittals in accordance with the following instructions. Please submit an electronic submittal via e-mail to the point of contact in this RFQ. If your file size exceeds the amount able to be e-mailed, please work with the point of contact to establish a file share.</p>
Title Page	<p>State the RFQ subject (RWA Grant Management), name of the consulting firm, local address, telephone number and fax number of the proposer's chief contact person, and the date of the proposal.</p>
Table of Contents	<p>The table of contents of the submittal should include a clear and complete identification of the materials submitted by section and page number.</p>
Profile of Firm	<p>Include staffing size of your firm and your firm's client base (i.e. local, regional, statewide, etc.) and the location of the office from which the work will be done and the staffing allocation for that office. Include a statement as to the firm's capability to support the proposed work.</p>
Supervisory and Staff Qualifications and Experience	<p>Identify staff, including managers or specialists, who would be assigned to the project. Specifically discuss project staff experience with grant management, particularly with experience that is relevant to the current request in this RFQ. Clearly identify key personnel and their availability to manage the project between January 2024 to May 2026.</p>
Similar Engagements and References	<p>List three recent engagements relevant to the RFQ. Indicate the scope of work, date, engagement partner(s), total hours, and the name and telephone number of the principal client contact. Maximum of one page per engagement.</p>
Fee Schedule	<p>For evaluation purposes provide a complete billable rate schedule for all staff (or positions) to be assigned to the project. Be sure to include in the billable rate all direct and indirect expenses (e.g., mileage, photocopies, hourly charges associated with phone or FAX usage) as only consultant hours charged will be eligible under the grant reimbursement. No other charges will be accepted. The rates should reflect billing rates for the duration of 2023 and any anticipated fee increases beyond 2023.</p>

Qualifications Submittal and Evaluation

<p>Proper Completion and Submission of RFQ</p>	<p>To be considered, each firm submitting qualifications must provide by the due date three complete bound copies of its qualifications plus one complete unbound copy to RWA’s principal contact shown above. The RWA reserves the right to reject any or all submittals. Submittals should be e-mailed to the RWA point of contact, and must be received by RWA by 4:00 p.m. on the due date. Late submissions will not be considered.</p>
<p>Rights to Submitted Materials</p>	<p>The RWA reserves the right to retain all submittals. Submission of qualifications indicates acceptance by the firm of the conditions contained in this request, unless clearly and specifically noted in the submittal and confirmed in the contract between the RWA and the firm selected.</p>
<p>Changes to RFQ</p>	<p>The RWA will send any changes to this RFQ to each firm to whom an RFQ has been sent. Such changes become an integral part of the RFQ for incorporation into any contract awarded pursuant to the RFQ.</p>
<p>Inquiries to RFQ</p>	<p>Please first submit any inquiries or clarification concerning the RFQ via email to RWA’s principal contact. Answers to inquiries will be returned via email. Answers to any inquiries that are of a general nature will also be distributed to other firms that were sent this RFQ.</p>
<p>Evaluation of RFQ</p>	<p>Submittals will be considered by RWA staff, in coordination with agencies anticipated to be funded by the Agreements. Submittals will be evaluated on a combination of factors that will be assigned point values up to the total amounts indicated in the following criteria: the firm profile (10 points), qualifications of staff (25 points), past experience and references (25 points), and consulting firm fee schedules (20 points). There is a maximum possible score of 80 points. The criteria are further described in the “Submittal Requirements” section above.</p> <p>During the evaluation process, RWA reserves the right, where it may serve the RWA's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions.</p>

Additional Contracting Information

<p>Award of Contract</p>	<p>RWA’s selection of a consulting firm will be completed by the week of November 27, 2023. Following notification of the selected firm, it is expected that a contract will be executed between RWA and the selected firm by January 18, 2024.</p>
<p>Subcontracting</p>	<p>If a proposer intends to subcontract any of the work, that fact, the name of the proposed subcontracting firm(s), and the work to be performed by each subcontractor must be clearly identified in the submittal. All subcontractors will be subject to the same confidentiality and security measures as described above.</p>
<p>Insurance</p>	<p>The selected consulting firm will maintain in full force and effect throughout the term of the services contract the following insurance coverage:</p> <ul style="list-style-type: none"> A. Comprehensive General Liability Insurance coverage at least as broad as ISO CG00 01. B. Automotive Liability Insurance coverage at least as broad as ISO CA00 01 (hired or non-owned). C. Workers' Compensation Insurance coverage at the statutory limits, covering its employees used in performance of this Agreement. The consultant also will require any approved sub-contractors that perform services for RWA to also provide Workers' Compensation Insurance covering such sub-contractor's employees. D. Professional Liability Insurance. <p>Coverage amounts are identified in the latest version of the RWA Master Services Agreement. If requested by RWA, all proposers will promptly submit to RWA evidence of insurance coverage.</p>
<p>Grant Funding Requirements</p>	<p>Projects being funded under this agreement, along with administration of those projects is grant funded by DWR. Therefore, both RWA and the selected consultant must adhere to the applicable requirements listed in the ARTESIAN Agreement, Exhibit 2, Appendix A. Specific clauses that will be included in the agreement between the selected Contractors and RWA are listed below. RWA is the Funding Recipient in the text provided.</p> <p><u>AMERICANS WITH DISABILITIES ACT</u>: By signing this Funding Agreement, Funding Recipient assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits</p>

discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

CHILD SUPPORT COMPLIANCE ACT: The Funding Recipient acknowledges in accordance with Public Contract Code section 7110, that:

- A. The Funding Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
- B. The Funding Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

DISPOSITION OF EQUIPMENT: Funding Recipient shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Funding Recipient with a list of the items on the inventory that State will take title to. All other items shall become the property of Funding Recipient. State shall arrange for delivery from Funding Recipient of items that it takes title to. Cost of transportation, if any, shall be borne by State.

DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Funding Agreement, Funding Recipient, its contractors, or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- C. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
- D. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Funding Recipient's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

- E. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:
- i. Will receive a copy of Funding Recipient's drug-free policy statement, and
 - ii. Will agree to abide by terms of Funding Recipient's condition of employment, contract, or subcontract.

LABOR CODE COMPLIANCE: The Funding Recipient agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Funding Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Funding Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

INDEPENDENT CAPACITY: Funding Recipient, and the agents and employees of Funding Recipients, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Funding Recipient or take any other action it deems necessary to protect its interests.

NONDISCRIMINATION: During the performance of this Funding Agreement, Funding Recipient and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, gender identity, and denial of medical and family care leave or pregnancy disability leave. Funding Recipient and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Funding Recipient and its contractors or subcontractors shall comply with the provisions

of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission are incorporated into this Agreement by reference. Funding Recipient and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

INDEMNIFICATION: Funding Recipient shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Funding Recipient shall require its contractors or subcontractors to name the State, its officers, agents, and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

RIGHTS IN DATA: Funding Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 7920.000 et seq.) Funding Recipient may disclose, disseminate, and use in whole or in part, any final form data and information received, collected, and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Funding Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

TRAVEL: Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Funding Agreement. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources for excluded employees. These rates may be found at: <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

Other Agreement Terms	Proposers are strongly recommended to review the attached standard RWA Master Services Agreement for additional requirements of RWA contractors.
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