

August 31, 2015

## REQUEST FOR QUALIFICATIONS

You are invited to submit a statement of qualifications to provide technical services to the San Francisco Estuary Partnership (SFEP or Partnership) to prepare a report that provides a current assessment of the ecological needs of fresh water flow to San Francisco Bay to support the health of the San Francisco Estuary ecosystem. **Statements are due in the SFEP offices no later than Monday, September 14, 2015 at the close of business, 5: 00 P.M.**

### 1. Background

The Partnership was created in 1987 under the Clean Water Act's Section 320, the National Estuary Program. It is an interagency cooperative effort to promote better management of the San Francisco Bay-Delta Estuary and to restore and maintain its water quality and natural resources. Representatives from the public, all levels of government, and elected officials are working together to implement the Comprehensive Conservation and Management Plan (Plan) the roadmap for restoring the Estuary's chemical, physical, and biological health. Tracking and reporting on the State of the Estuary and Plan implementation is a key component of the Partnership's mission. Under a cooperative agreement with the Environmental Protection Agency, the Association of Bay Area Governments (ABAG) is the home agency for SFEP, providing communication, technical, and administrative support for the San Francisco Estuary Partnership. Any contract resulting from this solicitation will be negotiated by ABAG /SFEP and administered by ABAG/SFEP.

The Partnership seeks a contractor to develop a background report "white paper" on the question of what is the current status of fresh water flows into the lower portion of the San Francisco Bay Delta Estuary [i.e. the San Francisco Bay proper]; describing the impacts to and ecological needs of the Bay for fresh water inflow. The SFEP's *2011 State of the Bay Report* used scientifically credible methods and high quality and transparent data and showed that the estuary as a whole is experiencing chronic fresh water drought conditions due to the current water management practices in the state. [http://sfep.sfei.org/wp-content/uploads/2012/12/4Water\\_SOB2011.pdf](http://sfep.sfei.org/wp-content/uploads/2012/12/4Water_SOB2011.pdf)

While these findings have been presented in a way that highlights the estuary as a whole, the Estuary Partnership would like additional information about the specific ecological needs in the Bay for adequate fresh water inflow and an assessment of the impacts of not receiving sufficient fresh water flows. The *2011 State of the Bay Report* recognized that the San Francisco Bay, as well as the Delta portion of the estuary, is greatly dependent on the ecological driver of fresh water inflow. Therefore information required for this report will concentrate on the ecological needs of the lower portion of the estuary with regard to fresh water flow input.

### 2. Services Required

The Contractor shall perform all aspects of the required work as described in the attached Scope of Services (Attachment #1).

### 3. Time Frame

This is projected to be a 4 month contract. Starting date is projected to be September 21, 2015 and the draft report is expected to be completed by November 20, 2015; consultation and final

product development may continue until January 31, 2016. Refer to attached Scope of Services for detailed elements.

#### 4. Compensation

Up to \$25,000 is available through this contract for the project. Contractor is responsible for payment of applicable state and federal taxes.

#### 5. Submittal Documents Required

To provide an objective, fair review of all qualification statements, the submittals are to include only the following information:

1) Transmittal Letter - Normal transmittal letter, covering highlights and unique features of your proposal. Any special terms and conditions of the offer should also be summarized in this portion of the proposal. Letter should include your office address. Length: One (1) page maximum.

2) Statement of Work - Provide a definitive statement of the technical approach to accomplish the Scope of Services for this RFQ. This must describe in detail the procedures and methods that will be used to achieve the stated goals of the project, preferably drawing on past experience and work conducted by the applicant. A proposed timeline and clear delineation of general tasks, products, and expected completion dates must also be included.

3) Relevant Experiences - Provide a summary of relevant qualifications and experience over the last 5 years. Describe the nature and quality of projects recently completed. Be specific regarding projects that are the same or similar in nature to that described in the Scope of Services. Demonstration of knowledge of Federal, State and local laws, rules, regulations, ordinances, etc., specific to related projects should be presented.

4) Qualifications of Key Personnel - Identification of principal(s) and any subcontractors, including key personnel and lead persons to be assigned to the project. Please be specific about education and background of all principals and subcontractors, as well as current or past participation recently in similar types of work. Resumes or curriculum vitae of primary lead consultants must be included. Please provide estimated time and availability of key staff for when work is to be performed. Also, references for all principals and subcontractors and key personnel must be included.

5) List of Client References - Provide a list of clients to be used as references for your work, including contact name, address, telephone number, nature of job, length of engagement, amount (e.g. 1 year, \$ 35,000).

6) Budget – Proposal must include task budget to complete outlined Scope of Services (Attachment #1). The Contractor will provide billing rates for relevant personnel and any subcontractors, including overhead, fringes, and other direct costs (including travel, equipment, etc.)

Length: One (1) page maximum.

## 6. Selection Procedure

A selection committee will evaluate all submitted statements. The committee will be comprised of ABAG/SFEP staff. Each submittal will be evaluated according to the criteria below. The applicant must possess specific, substantive, and demonstrated expertise to address the scope of services. Numerical scores will be tabulated for each submittal.

- 1) Qualifications and Experience - The Contractor will be evaluated based on the level of experience and background in performance of similar projects/programs, including past schedule and budget performance.
- 2) Technical Approach - The Contractor will be evaluated based on the adequacy of the submitted approach to fulfill the goals and objectives of this Request for Qualifications (RFQ).
- 3) Submittal - Statements must respond to all the requirements of the RFQ, and must include all information specifically required in all sections of the RFQ.
- 4) Other Factors - Additional factors may be considered in the RFQ selection process, which have not been assigned point values, including the stipulation that contract award may not be made to any Contractor unless an agreement can be secured for all general and special contract provisions.

Highest ranking candidates may be invited to an interview at the San Francisco Estuary Partnership Offices, 1515 Clay Street, Suite 1400, Oakland, CA, at their own expense

## 7. Contract Award

Contract award shall be made to the responsible Contractor whose proposal is most advantageous to ABAG and the Estuary Partnership, evaluation factors, costs, and other factors, considered. Our objective is to obtain the highest qualified contractor to achieve the proposal objective within our time frame at a reasonable cost.

This RFQ does not commit ABAG to award a contract. We reserve the right to reject any or all proposals received in response to this request.

We require an electronic copy of your proposal package. **Proposals are due in the SFEP offices no later than Monday September 14, 2015 at the close of business, 5:00 P.M.** Questions may be directed to Judy Kelly at (510) 622-8137 or Paula Trigueros at (510) 622-499.

Proposal should be sent electronically to [ptrigueros@waterboards.ca.gov](mailto:ptrigueros@waterboards.ca.gov)

## ATTACHMENT # 1

### Scope of Services

#### **Background**

This project will provide a scientific based assessment of the fresh water flow needs of San Francisco Bay in order to develop the background information needed to further the ongoing development of the SFEP's periodic State of the Estuary reports and to increase public understanding of this issue.

It is not the Partnership's purpose to evaluate the impact of the many ongoing programs underway to protect and/or restore freshwater flows to the estuary. Evaluation of the performance of individual programs must be conducted by other, specific, directed efforts.

#### **Scope of Services**

##### **Task 1: Project Management and Administration**

This project is of a short duration therefore the costs associated with project management and oversight are expected to be minimal. The Contractor will communicate regularly with SFEP staff on the progress of the work.

Schedule: ongoing throughout the project timeframe.

##### **Task 2: Task 3: Draft Report Preparation**

Based on the analysis of the *2011 State of the Bay Report* and the soon-to-be released 2015 update and other science and data based studies and materials, the Contractor will draft an analysis of the needs of the San Francisco Bay related to fresh water input. This will include at a minimum a suite of fish species (such as minnows, salmon, sturgeon and goby); crustaceans, migratory birds, and other important species which are likely to benefit from adequate fresh water flow and/or be harmed by the lack thereof. The report will consider also the role of fresh water input to food web processes and relative food abundance; non-native species invasions, sediment supply; productivity in the near coastal ocean offshore of the bay; and the impact of flows on the circulation and dilution of wastes within the bay waters.

Schedule: Draft report due by November 15, 2015

##### **Task 3: Final Report Preparation**

The Estuary Partnership will review the draft and provide comments back to the Contractor within three weeks of receipt of draft. Contractor will revise as required and complete a final report to the Estuary Partnership. The Estuary Partnership expects this report to be from 30 to 50 pages in length and include those graphics, photo, illustrations and other items deemed necessary by the Contractor to convey the ideas and conclusions contained in the report.

Schedule: Final report due by January 31, 2016

**Rights in Data**

The Contractor shall have the right to disclose, disseminate and use, in whole or in part, any final form data and information received, collected, and/or developed under this contract, subject to inclusion of appropriate credit to the appropriate party.

ABAG/SFEP shall have the right to reproduce, publish and use all data, papers, reports, charts and other documents or any part thereof in any manner and for any purposes whatsoever and to authorize others to do so.

**Attachment # 2**  
**Insurance Requirements**

- 1) Contractor shall, at its own expense, obtain and maintain in effect at all times during the life of this agreement the following insurance:
- 2) (a) Workers' compensation insurance as required by law.  
(b) Comprehensive general liability insurance with bodily injury (including death), property damage, personal injury and advertising injury liability coverage which provides minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence and minimum combined single limits coverage of One Million Dollars (\$1,000,000.00). Said comprehensive general liability policy shall also provide minimum medical payment coverage of Ten Thousand Dollars (\$10,000.00) per occurrence.  
(c) Professional errors and omissions insurance with limits of \$1,000,000 and \$5,000,000 in the aggregate. If coverage is provided under a "claims made" policy, Contractor will maintain coverage from the commencement of services under this contract until the fifth anniversary of the completion of all services under the contract or termination of the contract. If coverage is provided under an "occurrence based policy", Contractor will maintain the policy throughout the period in which it renders any services under the contract.
- 3) All Contractor's insurance policies shall contain an endorsement providing that written notice shall be given to ABAG at least thirty (30) days prior to termination, cancellation or reduction of coverage in the policy or policies, and all policies shall be carried by an insurance company or companies acceptable to ABAG .
- 4) In addition, each policy or policies of insurance described in subparagraph a) through b) above shall contain an endorsement providing for inclusion of ABAG and their members, directors, officers, agents and employees as additional insureds with respect to the work or operations in connection with this agreement and providing that such insurance is primary insurance and that no insurance of ABAG will be called upon to contribute to a loss. In addition, with respect to said policy or policies of insurance, cross-liability endorsements in form and content as are usually issued by the insurer and acceptable to ABAG and shall be provided.
- 5) Promptly upon execution of this agreement, Contractor shall deliver to ABAG certificates of insurance evidencing the above insurance coverages. Such certificates shall make reference to all provisions or endorsements required herein and shall be signed on behalf of the insurer by an authorized representative thereof. Contractor agrees, upon written request by ABAG, to make available at any time copies of such policies certified by an authorized representative of the insured.
- 6) The foregoing requirements as to types and limits of insurance coverage to be maintained by Contractor and approval of policies by ABAG are not intended to, and shall not, in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to this agreement, including, but not limited to, liability assumed pursuant to the agreement.