

SONOMA LOCAL AGENCY FORMATION COMMISSION

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Request for Proposals: Municipal Service Review and Sphere of Influence Amendment Study for Valley of the Moon Water District

The Local Agency Formation Commission of Sonoma County (Sonoma LAFCO, LAFCO, or the Commission) is soliciting proposals from qualified consultants to prepare a Municipal Service Review and Sphere of Influence Amendment Study (MSR/SOI Study) for the Valley of the Moon Water District (VOMWD or District).

The purpose of the MSR/SOI Study is to inform determinations of the Commission with regard to the operations of the District. All work is to be performed in accordance with applicable California Government Code provisions.

Background and Local Context

Sonoma LAFCO is comprised of seven members – two members of the Sonoma County Board of Supervisors; two members of City councils; two members of independent special districts' boards of directors; and one member of the public. Each category has an alternate representative to the Commission.

LAFCO staff includes the Executive Officer, Senior Analyst, and Commission Clerk; the Commission has a Memorandum of Understanding with the County of Sonoma for staffing resources.

Located approximately an hour's drive from San Francisco, Sonoma County combines in one location the Pacific Coastline, vineyards and other agricultural activity, redwoods, historic towns, and a variety of fine dining, entertainment and cultural activities. The County is the largest in the North Bay, covering about 1,600 square miles and home to over 500,000 residents.

There are nine incorporated cities, with Santa Rosa, the County seat, the largest at 175,000 residents. There are 42 independent special districts, representing services as diverse as water, sanitary sewer, resource conservation, recreation and parks, fire, ambulance, health care, and mosquito abatement.

Founded in 1960, after numerous consolidations of several private water systems, the Valley of the Moon Water District is located north and west of the City of Sonoma at the southern end of the Valley of the Moon. The District now provides municipal water service to about 23,750 residents through about 8,000 water service connections. The District serves an area of approximately 12 square miles, and relies predominantly on wholesale water supplies from Sonoma Water, with additional supplies from local groundwater wells.

Section 56430 of the California Government Code focuses on MSR/SOI Studies in preparation for updates to the spheres of influence of agencies. "Sphere of Influence" is

defined in state law (section 56076) as “a plan for the probable boundary and service area of a local agency, as determined by the commission.”

Section 56430 requires LAFCOs to analyze service(s) and prepare a written statement of determinations in a Municipal Service Review, with respect to the following:

- Growth and population projections for the affected area
- The location and characteristics of any disadvantaged unincorporated communities within or contiguous to the agency’s sphere of influence
- Present and planned capacity of public facilities, adequacy of public services, and infrastructure needs or deficiencies including needs or deficiencies related to sewers, municipal and industrial water, and structural fire protection in any disadvantaged unincorporated communities within or contiguous to the sphere of influence
- Financial ability of agencies to provide services
- Status of, and opportunities for, shared facilities
- Accountability for community service needs, including governmental structure and operational efficiencies
- Any other matter related to effective or efficient services delivery, as required by commission policy

Section 56425 requires LAFCOs to analyze service(s) and prepare a written statement of determinations in a Sphere of Influence Amendment study, with respect to the following:

- The present and planned land uses in the area, including agricultural and open-space lands
- The present and probable need for public facilities and services in the area
- The present capacity of public facilities and adequacy of public services that the agency provides or is authorized to provide
- The existence of any social or economic communities of interest in the area if the commission determines that they are relevant to the agency
- The present and probable need for public facilities and services for any disadvantaged unincorporated communities within the existing sphere of influence

Project Description and Scope of Work

The MSR/SOI Study that is the subject of this Request for Proposals will focus on the Valley of the Moon Water District. A landowner holding a single parcel contiguous to the District, with existing residential use, has requested inclusion in the District’s sphere of influence.

Commission staff prepared an MSR/SOI Study for the District in 2019, which was adopted by the Commission. This report is available to the selected consultant as a reference.

This work will be paid for by a single-parcel landowner who is seeking an SOI amendment; therefore, the lowest-cost proposal will have an advantage in the selection process.

Required Work Product

The selected consultant will deliver a draft Municipal Service Review and Sphere of Influence Study, in the form of a Microsoft Word document, to LAFCO staff for administrative review and comment. Based on that review and comment, the consultant will then prepare a Public Review Draft that LAFCO staff will distribute to affected agencies and interested parties, prior to review and consideration of adoption of the study by the Commission.

The selected consultant may be required to attend at least one Commission hearing to respond to questions from Commissioners, affected agencies, and interested parties as the study is considered for adoption by the Commission.

Budget

A final not-to-exceed budget amount for this project will be negotiated with the contractor selected for the work prior to LAFCO staff's recommendation to the Commission of an agreement to conduct the MSR/SOI Study.

Schedule

The final overall schedule for this project will be negotiated with the contractor selected for the work and will be included in the professional services agreement to be approved by the Commission.

Proposal Requirements

Responses to the RFP must include all the following:

1. A statement about the contractor that describes history, competencies and resumes of the principal and all professionals who would be involved in the work. This statement should address the following criteria:
 - Management level understanding of how water services are financed and delivered
 - Familiarity with the Cortese-Knox-Hertzberg Act, the role and functions of LAFCOs, and the MSR/SOI Study process
 - Experience in governmental organization analysis, including performance measurement and evaluation
 - Ability to facilitate and synthesize input from a variety of sources
 - Ability to interpret varied financial and planning documents
 - Experience in identifying and fostering multi-agency cooperation
 - Ability to conduct public input processes

- Experience in presenting and disseminating information to local agencies and to the public for review and comment
 - Ability to work cooperatively with multi-agency interests
2. Identification of the lead professional responsible for the project and identification of the professional(s) who will be performing day-to-day work
 3. Identification of any sub-consultants who would be involved. If sub-consultants are proposed, describe the work they would perform and include the same information for each sub-consultant as required for Items 1 and 2
 4. A statement of similar or related experience accomplished in the last three years and references for each such project, including contact name, email address, and telephone number.
 5. Description of the anticipated approach for this project, explicitly discussing and identifying methodology and timeline
 6. Disclosure of potential conflicts of interest with local agencies in Sonoma County
 7. Identification of any information, materials and/or work assistance required from Sonoma LAFCO to complete the project
 8. Project schedule, including the timing of each work task.
 9. Information about the availability of all the professionals who would be involved in the work, including any sub-consultants
 10. The anticipated project cost, including:
 - A not-to-exceed total budget amount
 - The cost for each major sub-task identified in the draft scope of services
 - The hourly rates for each person who would be involved in the work, including the rates for any sub-consultants
 11. One copy of a completed MSR/SOI Study which you/your firm has prepared, if applicable

Submittal Requirements

DUE DATE: April 17, 2023

Number of Copies: One electronic version in Microsoft Word or pdf format

DELIVER TO: Mark.Bramfitt@sonoma-county.org

Please be aware that proposals are considered public records. Please avoid including confidential or trade secret information.

Selection Process

Sonoma LAFCO staff will review all proposals submitted and will use the criteria listed below to evaluate the proposals. At the discretion of staff, additional information may be requested to clarify and explain proposals.

- Project cost.
- Applicability of overall experience and qualifications related to required services. Consultant shall have knowledge of municipal services, especially provision of water services, and/or LAFCO. Direct experience with LAFCOs is highly desirable.
- Evaluation of the scope of services, examining in particular any special techniques, approaches, ideas, and insights to be used in performing the services, along with additional consideration of how previous experiences may contribute to the proposer's ability to carry out the services. Consultant shall possess the ability to initiate, develop and carry out effective strategies to complete the MSR/SOI Study in accordance with state law and LAFCO requirements.
- Evaluation of quality and comparability of previous service contracts/employment agreements on which the proposer was the sole or lead consultant.
- Successful experience with local public agencies of similar size and scope to Sonoma LAFCO within the last five years. Successful experience is defined as that which was completed to the satisfaction of the client, on time, and within budget.
- Evaluation of background, general experience, knowledge and special capabilities or qualities brought to the project by the consultant. Consultant shall possess all permits, licenses and professional credentials necessary to perform the required services.

Consultants with the most highly-rated proposal will be contacted for further discussion. If further information or evaluation is needed, interviews may be conducted. LAFCO staff discuss a final agreement with the top-ranked consultant, in order to make a recommendation to the Commission. If agreement cannot be reached with the top-ranked consultant, staff will begin discussion with the next-ranked consultant.

Sonoma LAFCO is expected to consider action on a recommended agreement, including scope of work, budget, and timeline at the Commission's May 3, 2023, meeting. The Commission reserves the right to cancel this RFP process at any time, award a contract to one or more firms, or decline to award a contract to any firm.

The Commission may amend the RFP at any time, which amendment shall take the form of an addendum published on the Commission's website. It is the responsibility of any prospective firm to take note of any addendum on the Commission's website. The Commission will provide individual notice of an addendum only to firms that have submitted proposals prior to the issuance of the addendum.

Non-Discrimination & Equal Opportunity

It is the desire of Sonoma LAFCO to provide Minority/Women-Owned, Local Small and Emerging Business Enterprises, and all other business enterprises an equal opportunity to participate in the performance of all contracts, subcontracts, and other LAFCO business activities.

Conflicts of Interest

Proposers warrant and covenant that no official or employee of Sonoma LAFCO nor any business entity in which an official of Sonoma LAFCO has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to Sonoma LAFCO. Proposers will notify Sonoma LAFCO of any potential conflict of interest regarding other work or third party contracts.

Insurance Requirements

The successful proposer shall be required to maintain throughout the term of the contract and for a minimum of six months following completion of the work and acceptance by Sonoma LAFCO of all services under the contract, the minimum insurance coverages, minimum limits, and endorsements and conditions as described in Attachment 1.

Sonoma LAFCO Contacts

Mark Bramfitt, Executive Officer, 111 Santa Rosa Avenue, Suite 240, Santa Rosa, CA 95404; 707-565-3765; Mark.Bramfitt@sonoma-county.org

Cynthia Olson, Senior Analyst, 111 Santa Rosa Avenue, Suite 240, Santa Rosa, CA 95404; 707-565-2587; Cynthia.Olson@sonoma-county.org

Tentative Schedule

The tentative schedule associated with the circulation of the RFP and submission of proposals follows:

Request for Proposals (RFP) Issued	March 15, 2023
Proposals Due	April 17, 2023
Screening/Evaluation of Proposals	April 17-19, 2023
Commission Consideration of Contract (Tentative)	May 3, 2023
Contract Start Date	May 15, 2023

Attachment 1

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

Sonoma Local Agency Formation Commission (LAFCO) reserves the right to review any and all of the required insurance policies and/or endorsements but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Consultant currently has no employees, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, LAFCO requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by LAFCO. Consultant is responsible for any deductible or self-insured retention and shall fund it upon LAFCO's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the LAFCO.

- d. LAFCO and its staff and the County and its officers, agents and employees shall be named as additional insured for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Insurance shall apply to all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall apply to hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by LAFCO.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance: Certificate of Insurance.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

- a. The Certificate of Insurance must include the following reference: Sonoma LAFCO Municipal Service Review and Sphere of Influence Amendment Study for Valley of the Moon Water District.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with LAFCO for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is:
Sonoma Local Agency Formation Commission, 111 Santa Rosa Ave. Ste. 240, Santa Rosa CA 95404.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. LAFCO, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, LAFCO may purchase the required insurance, and without further notice to Consultant, LAFCO may deduct from sums due to Consultant any premium costs advanced by LAFCO for such insurance. These remedies shall be in addition to any other remedies available to LAFCO.