

# **SONOMA LOCAL AGENCY FORMATION COMMISSION**

111 SANTA ROSA AVENUE, SUITE 240, SANTA ROSA, CA 95404  
(707) 565-2577 [www.sonomalafco.org](http://www.sonomalafco.org)

## **Request for Proposals: Identification and Mapping of Disadvantaged Unincorporated Communities**

The Local Agency Formation Commission of Sonoma County (Sonoma LAFCO, LAFCO, or the Commission) is soliciting proposals from qualified consultants to prepare a study that identifies and maps disadvantaged unincorporated Communities (DUCs).

The purpose of the study is to inform the Commission about the appropriate identification of DUCs that might inform decisions regarding reorganizations of cities and independent special districts.

### **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, Assistant Executive Officer, 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, wineries, 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.

### **Project Description and Scope of Work**

#### **Background**

In 2011, the State legislature enacted Senate Bill 244, which enjoined Local Agency Formation Commissions to designate areas as disadvantaged unincorporated communities ("DUCs"), which must be examined as part of Municipal Service Reviews and are given special treatment when there are proximate annexations to a city of ten acres or more of territory. DUCs must also be considered when establishing or amending the spheres of influence of cities and independent special districts that provide water, wastewater, fire, and other selected municipal services.

Shortly after the enactment of the law, Sonoma LAFCO adopted a policy that identified seven DUC areas in the County, using United States Census tracts as the defining geographical boundaries. That policy recognized that the Cortese-Knox-Hertzberg Act (CKH) allows LAFCO to use the definition of an inhabited territory (56046), or territories as determined by Commission policy, and that the use of census tracts was likely an overly broad determinate for DUC boundaries.

The Commission has authorized staff to issue a request for proposals for consultant services to identify and map disadvantaged unincorporated communities in the County, to better inform the preparation of Municipal Service Reviews, and to comply with the annexation provisions in CKH.

Although there are three cities in the County where identification of DUCs is critical, or otherwise of political interest, the Commission is seeking an analysis of DUC territories proximate to all nine cities in the County.

### **Work Product**

The consultant will prepare detailed maps of proposed designated Disadvantaged Unincorporated Communities in Sonoma County. These maps will be in the form of files that can be integrated into the County of Sonoma's Geographical Information System. (Sonoma LAFCO relies on the County's GIS services for maintenance of City and special district maps.)

The consultant will prepare a written description of how each DUC territory was determined. For example, a description could indicate that a territory was determined solely by using existing boundaries such as City limits, sphere of influence boundaries, and by an Urban Growth Boundary ordinance. If determinations are made using other means, such as "communities of interest", these must be fully explained.

The consultant will prepare a description of potential policies that the Commission could consider adopting to justify the determination of DUC boundaries.

The consultant will identify and map DUC areas throughout the County, with special care on DUCs that are adjacent or proximate to cities in the County. The consultant will take particular care in identifying DUCs adjacent or proximate to the cities of Santa Rosa and Cloverdale, and in the Sonoma Valley proximate to the City of Sonoma.

### **Required Work Product**

The selected consultant will deliver a draft 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 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:
  - Familiarity with the Cortese-Knox-Hertzberg Act, the role and functions of LAFCOs
  - Ability to conduct public input processes
  - Experience in presenting and disseminating information to local agencies and to the public for review and comment
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. A not-to-exceed total budget amount
  - b. The cost for each major sub-task identified in the draft scope of services
  - c. 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 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.

- Applicability of overall experience and qualifications related to required services.
- 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 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, 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](mailto: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](mailto: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

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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.