

Bidder's Company Name:

REQUEST FOR PROPOSAL
Engineering Services

TO

***Provide Measure “B” 1972 Act
Landscaping and Lighting
District Administration Services for the
McKinleyville Community Services
District***

McKinleyville Community Services District
1656 Sutter Road
McKinleyville, CA 95519

McKinleyville Community Services District

P.O. Box 2037 1656 Sutter Road

McKinleyville, CA 95519

REQUEST FOR PROPOSAL

***To Provide Measure B Landscaping and Lighting Act of 1972
Administration Services for the McKinleyville Community
Services District***

October 11, 2013

The McKinleyville Community Services District (MCSD) is issuing a Request for Proposal (RFP) to provide interested Contractors with sufficient information to enable them to prepare and submit the District's annual Engineer's Report in accordance with the Landscape and Lighting Act of 1972 and the provisions of California Constitution Article XIID (Proposition 218).

Sealed Proposals: Contractor will deliver eight copies (8), **the original and seven (7) copies**, to the following address:

**RFP, Engineering Services
McKinleyville Community Services District
1656 Sutter Road (or mailed to P.O. Box 2037)
McKinleyville, CA 95519**

By 2:00 PM on Wednesday, November 6, 2013

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the MCSD General Manager.

- The envelope shall be clearly marked "RFP – Measure B Engineering Services
- Please direct questions regarding this RFP to Jason Sehon, McKinleyville Parks and Recreation Director at (707) 839-9003 or jason@mckinleyvillecsd.com .

Thank you for your interest.

PROPOSAL INFORMATION

Definitions

“Bidder”	An individual or business submitting a bid to the McKinleyville Community Services District.
“District”	McKinleyville Community Services District
“Contractor”	Engineering Firm

PROPOSAL TERMS

A. MCSD reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Contractor's qualifications, experience and capabilities to provide the specified service and other factors that the MCSD may consider. MCSD does not intend to award a contract fully on the basis of any response made to this proposal; MCSD reserves the right to consider proposals for modifications at any time before a contract would be awarded and negotiations would be undertaken with that contractor whose proposal is deemed the best to meet MCSD's specifications and needs.

B. MCSD reserves the right to reject any or all proposals in whole or in part, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms or conditions of any bid if determined by MCSD's sole judgment to be in the best interests of MCSD, even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the bidder to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all RFP recipients who register contact information with MCSD. Deadlines for submission of RFPs may be adjusted to allow for revisions. The entire proposal document with any amendments should be returned. To be considered, eight copies, **the original and 7 copies**, must be at the MCSD office on or before the date specified.

E. Proposals should be prepared simply and economically, providing straight forward, concise description of the bidder's ability to meet the requirements of the RFP. Proposals shall be typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

F. Bidders may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by an

authorized representative of the bidder must be submitted to the RFP contact. The bidder may submit another proposal at any time up to the proposed closing date and time.

G. MCSD is not liable and will not pay for any costs incurred by any bidder for the preparation and delivery of the RFP responses, nor will they be liable for any costs incurred prior to the execution of an agreement, including but not limited to presentations by RFP finalists to MCSD staff, community evaluators and board members.

H. A standard MCSD Services Agreement will be executed between MCSD and the selected Contractor (see Appendix A)

PROPOSAL SPECIFICS

Section I. Description and Purpose of Proposed Work

MCSD wishes to obtain the services of a qualified Engineering firm in Provide Measure B Landscaping and Lighting Act of 1972 Administration Services for the McKinleyville Community Services District.

Provide engineering services for the formation of the assessment District designated as the “McKinleyville Community Services District Measure B Maintenance Assessment District — Renewal for Parks, Open Space, and Recreational Facilities.”

Section II. Scope of Services

1. Prior to submittal of the assessments to the County update the parcel levy database using the current secured roll information, County Assessor maps, various third-party resources, and specific information provided by the District as necessary. Updates to the database will include those necessitated by the addition and/or removal of parcels, land subdivisions and merges, and adjustments to the benefit unit information that may be provided by the Contractor or facilitated by information on the secured roll. Based upon their assigned benefit, software shall be used to calculate the annual assessments for the parcels within the District and generate the assessment file in the format required by the County for submittal of those assessments. Prior to submitting the assessments to the County, the assessment data and relevant parcel information will be provided to the District for review and comments.

2. After incorporating any development or assessment changes identified by the District, contractor will submit the assessment amounts for each parcel by Assessor's Parcel Number (APN) to the County Auditor/Controller's Office in the media, format and configuration required by the County for placement on the annual property tax roll.

3. Provide the County with the resolution(s) ordering the levy, collection of assessments, and any other necessary information or documentation required by the County Auditor/Controller's Office.
4. Research the exceptions upon receipt of a parcel exceptions list from the County; and update parcel number changes, as well as report the revised parcels and updated levy amounts to the County. As necessary, Contractor will prepare for District staff additional County-required correspondence relating to the submittal, correction, or removal of assessments to the County tax roll.
5. Provide the District with a levy summary report comparing budget amounts to the actual applied levy. This levy summary will include a description of the reasons for any significant variances between the amounts budgeted, and the amounts actually applied to the County tax roll.

Section III. Annual Landscape and Lighting Act Administration

Contractor will perform the following tasks in order to complete the annual administration of the District beginning with Fiscal Year 2014-2015.

1. Schedule an annual kick-off meeting with District staff (typically a conference call) to review the existing District information. Identify and discuss possible changes to the District for the upcoming fiscal year, including budget issues, annexations, modification or expansion of District improvements, as well as legislative changes that may impact the District. If in any given fiscal year, the District anticipates making notable changes to the District or improvements, at the District's request, Contractor will schedule and attend an in-person kick-off meeting.
2. Prepare an annual levy timeline identifying key dates and timeframes for pertinent tasks throughout the levy process. This timeline will be reviewed and discussed with District staff. As needed, the timeline will also be adjusted to address the District's scheduling requirements or proposed District changes.
3. Review the District budgets provided by the District, and coordinate with District staff to assist with accurate cost-recovery accounting. Contractor will assist District staff to prepare and review the annual District budgets; thus ensuring the appropriate incorporation of maintenance costs, administrative expenses, material costs, capital costs, and other incidental costs into the District budget to achieve maximum cost-to-benefit equity. Contractor can help to see that adequate and appropriate fund balances are identified. In addition, Contractor will use the updated parcel databases for the District to provide estimates of the assessment revenue for the upcoming fiscal year. These revenue estimates will be incorporated into the fiscal year budgets for the District, which will be analyzed to determine required changes in the level of assessment or funding from other sources.

4. Maintain and update a parcel levy database by using the parcel information from various sources. As new data becomes available, update the database and enhance the data through parcel research using current secured roll information, County Assessor maps, various third-party resources, and specific information provided by the District (e.g., up-to-date map approval status, building permits or certificate of occupancy data). Updates to the database will include those necessitated by the addition and/or removal of parcels, land subdivisions and merges, ownership and mailing address changes, and adjusted benefit unit information. This database will then become the source for the calculation of the annual District assessments.

5. Based upon their assigned benefit, software shall be used to calculate the annual assessments for the parcels within the District. This software shall be capable of handling complex assessment methodologies and formulas, calculating the annual assessments, and producing files in the required format for submittal to the County Auditor/Controller's Office. The same data can then be used to reproduce databases of assessed parcels in hardcopy, CD-ROM, or other electronic formats. The County secured roll, Assessor's parcel maps, or any other necessary or required data sources for the calculation of the annual assessments will then be purchased by Contractor; and the cost will be passed onto the District.

6. Draft necessary resolutions to be adopted in conjunction with the annual levy of assessments by utilizing resolutions previously adopted by the District for the annual levy process. If requested, assist District staff in the preparation of staff reports. By applying current legislation, Contractor will identify and discuss recommended changes to the resolutions with the District. The District acknowledges that the District's Legal Counsel will review all resolutions for form and content, as is intended.

7. Attend up to one (1) meeting each year to assist the District with the annual levy process, which may include a kick-off meeting, intent meeting, public hearing and/or other staff meetings. Contractor will also be available to answer any questions requested by staff.

8. Prepare the District's annual Engineer's Report in accordance with the Landscaping and Lighting Act of 1972 and the provisions of California Constitution Article XIID (Proposition 218). This report will include the following required items:

- A general description of the District, which may include key historical facts, zone designations and discussion of District benefits;
- A description of the plans and improvement specifications (this may apply to documents on file at the District);
- An estimate of the costs of the improvements (budget);
- A description of the Method of Apportionment (assessment calculation);

- A diagram of the District (provided by the District);
- An assessment of the estimated cost to each parcel; and
- An affidavit stating that a professional engineer has been prepared the report.

9. Provide the District with an electronic copy and two (2) bound copies of the full Engineer's Report, including the collection roll (one [1] for the District Clerk/Secretary and one [1] for District staff).

10. After the Board's approval and adoption of the annual assessments, provide the assessment amounts for each parcel by Assessor's Parcel Number to the County Auditor/Controller's Office in the media, format and configuration required by the County for placement on the annual property tax roll.

11. Provide resolutions ordering the levy, collection of assessments, and any other necessary information to the County Auditor/Controller's Office.

12. Research the exceptions upon receipt of a parcel exceptions list from the County; and update parcel number changes, as well as report the revised parcels and updated levy amounts to the County. As necessary, Contractor will prepare for District staff additional County-required correspondence relating to the submittal, correction, or removal of assessments to the County tax roll.

13. Provide the District with a levy summary report comparing budget amounts to the actual applied levy. This levy summary will include a description of the reasons for any significant variances between the amounts budgeted, and the amounts actually applied to the County tax roll.

14. Act as primary contact (at the discretion of the District) to answer property owner questions regarding the District and assessments. Contractor typically provides the County our toll-free telephone number for inclusion on the tax bills for property owners to call with questions.

15. (Optional): Prepare and mail invoices (handbills) to all property owners whose proposed annual assessment for their parcel could not be applied to the County tax roll (parcels for which the County does not generate a tax bill). These invoices would be provided in two (2) installments, similar to the County tax bills, and would be payable directly to the District. This is an optional service, and the cost associated with this service is not included in the annual fee; but may be provided at our then-current hourly consulting rates (see "Additional Services" section), plus expenses.

Section IV. District Responsibilities

Contractor will rely on obtaining the following information from the McKinleyville Community Services District:

- Annual budget information, including estimated fund balances.
- Changes, modifications, or updates to the improvements described in the previous year's Engineer's Report.
- An electronic listing of all parcels within the district for the most recent fiscal year, with the corresponding parcel information necessary to calculate the assessments.
- Certified copies of the resolution(s) or other documentation required by the County for submittal of the annual levy.
- Complete list of improvements provided and maintained in each specific zone, and identified in the current Engineer's Report as being on file in the Engineering Department.
- Updated boundary diagrams, as required.
- Assist in obtaining pertinent development information, if needed.

As required by law, the District is responsible for publishing public hearing notices in the local newspaper, as well as for the posting of these notices.

The McKinleyville Community Services District acknowledges that Contractor shall be relying upon the accuracy and validity of the information provided by the District or their designees and that Contractor shall not be liable for any inaccuracies contained therein.

Section V. Submittal Process and Details

Proposals should include the following:

1. Contractor's name, address, and name of primary contact person.
2. Provide a brief overview of your company including type of ownership, number of years in business and number of employees. Furnish your business philosophy, mission statement, management structure, organization chart.
3. Provide samples of related/comparable past projects that would serve as examples of experience and expertise necessary for this project. For each project identify the current staff working for the Contractor who have actually worked on the project. This is important because in many Contractors' lists of past projects, the individuals who actually worked on the project may no longer be employed by the Contractor. Limit this information to no more than two (2) pages.

4. Provide a description of the specific staff which will comprise the project team for this assignment. Include names, company names and contact phone numbers of up to three (3) current customers this team is working with.
5. Document your expected workload during the project period (i.e. readiness to serve) and evidence of ability to work within tight time constraints. Provide a draft of your proposed project schedule should you be awarded the contract.
6. Provide the name, location and availability of intended sub-Contractors. (While MCSD does not require Contractors to be local firms, availability to discuss design questions is a primary concern). Contractors are to be licensed in the State of California.
7. Provide a proposed fee structure for the work to be performed, including costs from all anticipated subcontractors. Provide a cost statement identifying hourly rates and expenses for this project.
8. Provide a description of any work or services that would be performed “pro bono” as a charitable donation to McKinleyville Parks and Recreation.
9. Provide a list of client references.
10. Indicate any professional organizations to which you belong.
11. Minimum Insurance Standard Guidelines / General Liability Requirements of \$1,000,000 and Professional Liability coverage with a minimum limit of \$1,000,000 each occurrence.
12. Identify and briefly describe any on-going legal proceedings or pending legal proceedings (arbitration, complaint or court action) filed by an owner or contractor against your firm for any project for which you provided architectural services in the past 5 years.

It is not the intent of this RFP to solicit an overly long response, but it is important that the firm’s experience/expertise be adequately described. It will, for example be much more useful to address abilities and current staff expertise directly comparable to this project than to include an exhaustive list of all projects completed by the firm.

MCSD staff will review the submitted proposals and will select firms to meet within an interview format to discuss the project and Contractor qualifications in greater detail. The selected Contractor will meet with MCSD to negotiate final compensation for the project, and prepare a contractual agreement between MCSD and the Contractor, as soon after the final selection as is reasonable. A separate sealed estimate of breakdown of hours of the project team may be requested.

Section VI. Preliminary schedule

A project schedule shall be provided demonstrating the time elements in weekly intervals. This project schedule must consider all major elements and their relations, as described in the Scope of Services. Please submit your proposal to meet the following proposed schedule:

Deadline for proposals	November 6, 2013
Complete review of proposals/ Selection of firms to interview	November 15, 2013
Candidate Interviews	November 25-29, 2013
Contract Award	December 6, 2013
Kick off meeting/phone conference	December 20, 2013
Begin work	January 6, 2013

Section VII. Selection Process

The MCSD Project Team will make the final selection for the contract award. Prior to final selection, a short list of up to three firms may be selected and required to present additional information, make presentations and be interviewed by the MCSD Evaluation and Selection Project Team.

If an award is made as a result of this RFP, it shall be awarded to the Contractor whose proposal is deemed most advantageous by MCSD with regard to price and other factors including but not limited to responses to RFP submittal requirements, demonstrated technical ability and expertise, financial stability, reference calls and/or recommendations, memberships, licenses or any other applicable certifications, presentations to the MCSD Evaluation and Selection Project Team and others (if applicable), work/product samples and any additional criteria deemed appropriate by MCSD which would lend itself to establishing the Contractor's viability to perform the work as outlined in this RFP.

MCSD shall attempt to negotiate a contract with the Contractor who offered the most advantageous proposal at a price which MCSD determines is fair and reasonable. If MCSD is unable to negotiate a satisfactory contract with the firm selected at a price MCSD deems fair and reasonable, negotiations with that firm shall be formally terminated and MCSD shall select the next best proposal and continue until an agreement is reached or the process is terminated.

SIGNATURE PAGE

Proposed costs must be provided; the selected Contractor will meet with MCSD to negotiate final compensation for the project and prepare a contractual agreement between MCSD and the Contractor. The undersigned agrees to enter into an agreement with MCSD to provide the services described for:

\$ _____

(Above amount in words)

Signature

Date

Print Name

Title

Company Name

Type of Business

Company Address

City

State

Zip

Telephone #

Fax #

Email

Federal Tax ID #

The above individual is authorized to sign on behalf of the company submitting the proposal. This bid is valid for 90 days from the date of the above signature. The Contractor will be required to provide insurance certificates and sign a Standard McKinleyville Community Services District Service Contract (Appendix A).

Note: Please include this completed form in your proposal. Thank you.

NON-COLLUSION CERTIFICATE

I certify that this response is made without prior understanding, agreement or connection with any corporation, firm or person submitting an offer for this Request for Proposal, and is in all respects fair and without collusion or fraud.

The below signed bidder has not divulged to nor discussed or compared his/her response with other bidders and has not colluded with any other bidder or any other parties to this RFP whatsoever. Note: No premiums, rebates or gratuities to any employee or agent are permitted with, prior to, or after any delivery of materials and/or services. Any such violation will result in the cancellation of services as applicable.

Signature

Date

Print Name

Title

Company Name

Company Address

City

State

Zip

The above individual is authorized to sign on behalf of the company submitting the proposal.

Note: Please include this completed form in your proposal. Thank you.