

WEST BAY SANITARY DISTRICT



REQUEST FOR PROPOSALS

Project #1760.0

To Provide
Recycled Water Project – Sharon Heights
Design-Build (DB) Services and Short-Term Operations

Volume 1 of 3

**PROPOSAL SUBMITTAL DEADLINE AND SUBMITTAL OPENING:
3:00 P.M. Pacific Time, Friday, September 22, 2017**

PROPOSAL SUBMITTAL LOCATION:

**Attn: Tony Valdivia, P.E.
Woodard & Curran
2175 N. California Blvd. Suite 315
Walnut Creek, CA 94596**

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- Attachment A - Definition of Terms
- Attachment B - Proposal Submittal Forms

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1. Section 1 - Background

1.1 Introduction

The West Bay Sanitary District (District) is requesting competitive proposals for design-build services to design, construct and, for an initial 6-month period, operate the Recycled Water Project – Sharon Heights (Project) at the Sharon Heights Golf & Country Club (SHGCC) in Menlo Park, San Mateo County, California.

This Request for Proposals (RFP) is being provided to the Shortlisted Respondents (Respondents) identified in Section 1.3, based on the Statement of Qualifications (SOQ) evaluation process described in the Request for Qualifications (RFQ) document.

Each Respondent must be thoroughly familiar with the scope of work requirements discussed in this RFP. The District may disqualify any Respondent that fails to demonstrate such familiarity in its Proposal. This Request for Proposals (RFP) invites Proposals from the Respondents listed in Section 1.3, according to the requirements set forth in this RFP, including the format and content guidelines in Section 5. The Proposals will be reviewed and evaluated based on the selection process described in Section 6. The capitalized terms in this RFP have the meanings as first used in the text of this RFP and as defined in Attachment A (Definition of Terms).

At completion of the Proposal evaluation process, the District will select the highest ranked Respondent (Successful Respondent or DB Entity) and enter into negotiation for award of the DB Contract. The award of an agreement will be subject to the terms and conditions of the RFP. This RFP is not a tender or an offer. The Successful Respondent will be expected to execute the Agreement included in this RFP, or as modified by Addendum to this RFP.

It is anticipated that the Project will be partially financed with funds from California Clean Water State Revolving fund (CWSRF or SRF). The Respondents and DB Entity must therefore also meet the requirements of the following:

- California Senate Bill No. 785, CHAPTER 931 (including California Public Contract Code §22160 *et seq.*, “Local Agency Design-Build Projects”)
- California State Revolving Fund Requirements, including, but not limited to, the American Iron and Steel (AIS) Provisions, Davis Bacon Act, and Disadvantaged Business Enterprise (DBE) requirements.

This RFP document is available electronically at the District Website (westbaysanitary.org). All relevant Project documents are also available on that website, under “About Us,” Documents. In addition, any addenda to the RFP will be posted to the District website and distributed to Respondents.

In no event will the District be liable for any costs incurred by any Respondent or any other party in developing or submitting a Proposal, unless otherwise stated in this RFP.

1.2 RFP Organization

This RFP consists of three (3) Volumes:

- Volume 1 generally provides project background information, a discussion of the procurement process, submittal requirements, and the Proposal evaluation process.

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- Volume 2 is the Draft DB Contract.
- Volume 3 contains the Technical Requirements that must be met by the DB Entity in performing the DB Contract services. RFP Volume 3 consists of two (2) sections:
 - Volume 3A - Project Element Narrative
 - Volume 3B - Project Drawings

This Volume 1 contains seven (7) Sections and two (2) Attachments (A and B):

- Section 1: Background.
- Section 2: Project Overview.
- Section 3: DB Entity Scope of Services.
- Section 4: Procurement Process.
- Section 5: Proposal Submittal Requirements.
- Section 6: Proposal Evaluation.
- Section 7: Conditions for Respondents.
- Attachment A: Definition of Terms.
- Attachment B: Proposal Submittal Forms.

RFP documents will be provided to each Respondent in hard copy and electronic format. Respondents are still responsible for acknowledging the receipt of all documents and addenda.

1.3 Shortlisted Respondents

The City is soliciting proposals from the following Respondents (in alphabetical order):

- Anderson Pacific / Water Works Engineers / Veolia
- Auburn Constructors / HydroScience
- Overaa Construction / PERC Water

Respondents are reminded that each Respondent was qualified as a complete team (Project Team), based on the combined qualifications of that team and the contents of the Project Team's SOQ submittal. Any Respondent submitting a Proposal with a Project Team altered from that submitted in its SOQ (see Section 5.3.3 of RFQ and Section 5.2.2 of RFP) may be rejected.

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2. Section 2 - Project Overview

2.1 Project History

The District maintains and operates over 200 miles of main line sewer in the City of Menlo Park and portions of the Cities of East Palo Alto, Redwood City, the Towns of Atherton, Woodside and Portola Valley and portions of Unincorporated San Mateo and Santa Clara Counties. The raw wastewater collected by the District is conveyed to Silicon Valley Clean Water (SVCW) where the wastewater is treated and discharged or reused. The District does not currently own or operate a treatment plant.

The District is implementing “Recycled Water Project – Sharon Heights ” to construct a 0.5 million gallons per day (MGD) recycled water treatment plant (RWTP) at the Sharon Heights Golf & Country Club (SHGCC), recycled water distribution line, and influent wastewater pumping station and force main (PS/FM) and related improvements. The purpose of the project is to meet 152 acre-feet/year (AFY) of non-potable water demand with recycled water at the SHGCC in the first phase.

The current project involves the construction of satellite treatment facilities designed to produce 0.5 MGD of recycled water (per Title 22 standards), an influent pump station to divert flow to the treatment facility, approximately 10,200 LF of raw wastewater force main, approximately 500 LF of pipeline to discharge solids to an existing sewer, and a recycled water distribution line to tie into an existing pipeline connecting to the SHGCC irrigation water storage pond. Under Phase 2 (not in this contract), about 5,300 LF of distribution pipeline will be constructed to convey recycled water to SLAC. The ultimate project would deliver an estimated 236 AFY of recycled water, including 152 AFY to SHGCC over 12 months, in the second phase, approximately 84 AFY over seven months to SLAC for irrigation and cooling tower uses.

2.2 District Owner’s Advisor

The District has retained RMC Water and Environment (RMC) to serve as the District's Owner's Advisor. In this capacity, RMC and its subcontractors will provide technical and procurement support services for the Project, including, but not limited to, development of the preliminary engineering concepts for the RFP, and assisting in the evaluation of the Proposals, and continued review of design submittals and construction after procurement is complete.

2.3 Project Objectives

The primary objectives of this Project are as follows:

- To design and construct the infrastructure (described in Section 2) necessary to convey raw wastewater to the RWTP and highly treated wastewater from the RWTP to the existing SHGCC pond.
- To complete all Project elements in a timely basis, allowing delivery of recycled water to SHGCC no later than April 2019.
- To harness the benefits of the Design-Build approach to achieve a high-quality, innovative solution within the identified capital cost budget.
- To comply with all permitting requirements.
- To effectively and efficiently allocate project risk to the party best able to manage that risk.
- To serve as a model for future District Design-Build projects as well as other water reuse partnerships
- To meet the District’s capital cost goals for the Project.

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The District encourages the utilization of small businesses and disadvantaged business enterprises by the DB Entity during the Project design and construction.

2.4 Project Estimate and Funding

The District established a total capital cost budget of \$15.6 million for design, construction, and commissioning of all Phase 1 project facilities, as documented in the SRF application from December 2, 2015. It is the District's intent to obtain the full scope of design and construction, start-up and commissioning work (but not including the initial operational period) described in this RFP and its attachments. The District may use District funds, in combination with financing and grants to provide the capital funding needed for the Project. The District currently plans to use state and federal funding for the Project. The District has obtained approval for a Clean Water State Revolving Fund (SRF) loan for the Project, which will require the DB Entity to comply with the Davis-Bacon Act, the American Iron and Steel (AIS) requirement, Disadvantage Business Enterprise (DBE) program requirements, and potentially other requirements.

2.5 Project Schedule

The DB Entity will be responsible for all necessary detailed engineering; permitting (as identified in this RFP); construction; equipment; and commissioning needed to deliver water meeting Title 22 water quality requirements and all water quality requirements of Exhibit A to the agreement between SHGCC and West Bay Sanitary District by April 30, 2019. This shall be the deadline for Substantial Completion, and shall be followed by a 30-day Operational Demonstration Period. After a successful operational demonstration and satisfaction of all contract requirements, the District will review the Project for acceptance. Following acceptance, the DB Entity will begin a 6-month operating services period.

Subject to the avoidance of uncontrollable circumstances and timely negotiation of the DB Contract, the DB Entity can expect a notice to proceed in November 2017.

2.6 Business Terms and Conditions

The DB Contract is included in Volume 2 of the RFP. The District reserves the right to amend, modify, supplement, or delete any of these principles in the DB Contract prior to execution.

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3. Section 3 - DB Entity Scope of Services

3.1 General

The DB Entity will provide design, permitting, construction, commissioning and initial operating services (6 months) to complete the Project.

Design services shall generally consist of the following:

- Develop the Project execution plan, including Project schedule.
- Develop the engineering design (including preparing and submitting intermediate design review packages) and value-engineering activities in conjunction with District.
- Perform and document, in readable form, engineering studies as necessary to support design.
- Demonstrate conformance with the District's existing permits and apply for, pay for and obtain necessary permits not obtained by the District and indicated to be secured by the District. Refer to Project Element 5 - Regulatory and Permitting, for further details.
- Support the application process for required permits not yet secured for permits indicated to be secured by the District. Refer to Project Element 5 - Regulatory and Permitting - in Volume 3, for further details.

Construction services shall generally consist of the following:

- Procure equipment and subcontractors.
- Secure necessary construction permits and perform permit compliance activities.
- Construct the Project.
- Provide quality control and quality assurance during the construction of the Project.
- Conduct startup, commissioning, and performance verification testing.
- Provide legible, usable project record drawings and specifications conforming to actual facilities constructed.

Operating services shall generally consist of the following:

- Provide all materials, chemicals, labor, etc. to operate the treatment plant for a period of 6 months following successful startup, commissioning and performance verification testing.
- Formal and informal training on plant operation for District staff

3.2 Roles and Responsibilities

District: The District will cooperate with the DB Entity and will fulfill its responsibilities in a manner to facilitate the DB Entity's timely and efficient performance of services. District responsibilities generally

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include the following, as ultimately defined in the contractual agreement between the District and DB Entity:

- Review submittals and provide comments to DB Entity in a timely manner.
- Furnish designated studies and provide pertinent data and information regarding the Project, including record drawings, preliminary studies, etc. Such data and information is provided by reference in Volume 2 and 3.
- Provide adequate funding.
- Provide access to the Project site and necessary easements to lands belonging to the District.
- Obtain permanent easements, as necessary.
- Obtain the governmental approvals and permits District is responsible for, and assist DB Entity in obtaining regulatory approvals and permits for which it is responsible to the degree that District data, input or action is required. Refer to Project Element 5: Regulatory and Permitting for further details.
- Provide necessary data and inputs for Project performance verification testing.
- Provide contract oversight, as well as act as a liaison to the public.
- Make progress payments to DB Entity

DB Entity: The DB Entity will cooperate with the District and will provide in a timely manner the design, construction, and commissioning services necessary to complete the Project scope and throughout the 6-month operation period. DB Entity responsibilities generally include the following, as ultimately defined in the contractual agreement between the City and DB Entity:

- Prepare design and construction documents.
- Conduct site investigations as necessary to verify and supplement data contained in this RFP and to support final design by the Responsible Engineer.
- Coordinate with SHGCC for access to Project site.
- Supervise subcontractors and personnel provided by DB Entity.
- Obtain certain regulatory approvals and permits, as defined within RFP Volume 3.
- Provide and implement Storm Water Pollution Prevention Plan.
- Implement Best Management Practices to maintain compliance with all applicable permits and regulatory requirements.
- Maintain site security.

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- Obtain any temporary easements, as necessary.
- Assist District in obtaining any permanent easements, as necessary.
- Complete construction work.
- Conduct performance verification testing to demonstrate the performance of the Project at the completion of design and construction.
- Commission and operate the plant, including providing all required materials, chemicals and labor, and train District staff over a 6-month initial operating period.
- Implement quality-management procedures.
- Implement Project health and safety practices.
- Provide insurance and bonding as required by the DB Contract.
- Perform record keeping, including as-built documents.

3.3 Project Scope of Services Elements

The DB Entity will be responsible for implementing the ten (10) scope elements identified below.

RFP Volume 3 contains key technical information and describes the requirements associated with each Project Element in detail.

- Section A of RFP Volume 3 consists of the technical narratives for each Project Element
- Section B of RFP Volume 3 contains the Project Drawings

Project Element 1: Influent Pump Station

Project Element 2: Force Mains and Gravity Sewers

Project Element 3: Recycled Water Treatment Plant.

Project Element 4: Supervisory Control and Data Acquisition (SCADA).

Project Element 5: Regulatory and Permitting.

Project Element 6: Funding Requirements.

Project Element 7: Quality Management.

Project Element 8: Testing, Commissioning, Operational Demonstration, Final Acceptance and Plant Operation and Training

Project Element 9: Guarantee of Work

Project Element 10: Coordination and Review Requirements

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4. Section 4 - Procurement Process

4.1 Communication and District Contact

The District's sole point of contact (District's Point of Contact, District's Representative or District Contact) for this RFP shall be **Mr. Tony Valdivia**, who shall administer the RFP process. All communications shall be submitted in writing by email, and shall specifically reference this RFP (identify the e-mail in the subject line as: "Project #01760.0 - Recycled Water Project – Sharon Heights – Design Build (DB) Services." All questions or comments should be directed to the District Contact as follows:

Attn: Tony Valdivia, P.E.
Woodard & Curran
2175 N. California Blvd. Suite 315 Walnut Creek, CA 94596

Phone: (925) 627-4100

Email: tvaldivia@woodardcurran.com

No oral communications from the District Contact or other individual is binding. No contact with other District staff, District Board members or any public official concerning the Project during the procurement process is allowed. A violation of this provision may result in disqualification of Respondent.

4.2 Procurement Schedule

The following table is a summary of the anticipated timeline for the events in the RFP process (all of which are subject to change at the District's sole discretion):

RFP Process	Approximate Date	Due Time (PST)
RFP and Draft DB Contract Issued to Respondents	July 31, 2017	N/A
Confidential Meetings	August 2017	TBD
End RFP Inquiry Period	August-September 2017	5:00 pm
Proposal Submittal Deadline	September 22, 2017	3:00 pm
Interviews	Week of October 2, 2017	TBD
Selection of Preferred Respondent	October 13, 2017	5:00 pm
DB Contract Negotiations	October 2017	--
District Approval and DB Contract Award	November 1, 2017	--
Notice to Proceed	November 2, 2017	--

4.3 Site Access Period

The majority of the Project Facilities are publically accessible. The District will provide access to Project Facilities located at the District's and SHGCC's properties to the Respondents by appointment. Each Respondent shall contact the District's Point of Contact to schedule a date and time to tour the Properties. The District will provide up to two (2) days access for each Respondent but may not accompany the Respondent in touring the Facilities. All safety equipment and procedures are the responsibility of the Respondent. No information conveyed by the District to Respondent resulting from these site tours shall act to modify the RFP unless such modifications are made by Addendum.

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4.4 Confidential Meetings

The District will hold a one-on-one, confidential meeting with each Respondent prior to the Proposal Submittal Deadline, with the purpose of such meeting being to give each Respondent, in a confidential setting, an opportunity to: (a) ask questions to gain a better understanding of the requirements and expectations of the District, details of the Project scope, and any other issues or concerns that the Respondent may have about the RFP; (b) allow the Respondent to share their project approach ideas and to obtain input from District; and (c) discuss comments pertaining to the Draft DB Contract (RFP Volume 2). During any such meeting, only the Proposal of the present Respondent shall be discussed. Discussion of other Proposals shall not be allowed. An agenda for the Confidential Meeting will be sent to the Respondent prior to the meeting.

Respondent shall note the preliminary design of the influent pump station and force main (Project Element 1 and 2) are far more prescriptive than that presented for the RWTP. The District's intent is to obtain a pump station and force main that adhere to its established standards for these types of facilities. Hence, the requirements pertaining to Project Elements 1 and 2 as presented in Volume 3 are specific and the Respondent shall anticipate that any deviation from these standards is subject to review and likely to be rejected in order to maintain uniformity across all similar District facilities.

However, as noted in Section 2.4, the District has established a firm budget for design and construction of all facilities included in Phase 1 of the Project. At the Confidential Meeting, DB Teams should be prepared to discuss the technical requirements of this RFP and its attachments as they relate to the District's budget. While it is the District's intent and preference to obtain a facility that is fully compliant with the technical requirements set forth herein, the District is willing to entertain alternative technical approaches that may be required to meet the District's budget objective, particularly as they related to the RWTP. The District will endeavor to respond to proposed modifications within one week to indicate whether the proposed technical approach is acceptable to be included in the DB Entity's Guaranteed Maximum Price, but is in no way obligated to respond within this timeframe. For additional information, see Section 4.14.1.

Respondent shall provide written comments or suggestions regarding the Draft DB Contract, if any, at the Confidential Meeting.

Because of the nature of these meetings, the agenda, meeting minutes, and any follow-up discussions or communications will be disclosed only in accordance with Section 7.5 of the RFP. No information resulting from the meeting shall act to modify the RFP unless such modifications are made by Addendum. While the discussion during the meeting are intended to be confidential and the District intends to hold confidential the innovative and alternative approaches discussed at meetings, nothing shall preclude the District from exercising any rights that it has under this RFP, including the right to issue a clarification or revision of the RFP as a result of what is discussed in such meeting. Nothing herein shall be construed to preclude the District from speaking with any Respondent at any time prior to the opening of the Proposals, and the District expressly reserves all such rights to do so.

4.5 Relationship of RFQ and RFP

Respondents are advised that the RFP may contain criteria not identified in the RFQ, or different from what was identified in the RFQ. In the event of any conflict between the RFQ and the RFP, the RFP shall govern.

Respondents are advised that while the evaluation process under the RFP constitutes a new and different evaluation from that conducted under the RFQ, the District will rely upon the information submitted in each

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SOQ in its evaluation of Proposals. Respondents are not free to change elements of their SOQ submittal as it was used to establish the Respondent as qualified to submit a Proposal. However, due to the amount of time since the SOQs were submitted, Respondents may incorporate updates, such as altered teams or other modifications to the elements, into the Proposal. Such updates shall be made clear in the Proposals.

4.6 Interviews

The District will conduct an interview/oral presentation with each Respondent that submits a Proposal. The interviews with each respective Respondent will consist of an oral presentation by the Respondent and a question and answer period administered by the District. An agenda for the interview/oral presentation will be sent to the Respondent prior to the interview.

The purpose of the interview is to enable each Respondent to: (a) demonstrate clarity of expression and thoroughness; (b) demonstrate a strong understanding of Project issues; (c) demonstrate the ability to clearly communicate; (d) articulate its thoughts and ideas in a logical and factual manner; (e) demonstrate communication between team members and impressions of ability to work cohesively; and (f) provide answers to questions with thoroughness and insight by providing direct and clear responses.

The District will consider the above factors when completing its evaluation of the Respondent's response to the evaluation criteria (see Section 6.4 Evaluation of Comparative Criteria).

4.7 Withdrawal of Proposals

A Respondent may withdraw a Proposal by providing a written request, duly executed by an authorized representative, and delivered to the District Contact at any time prior to the Proposal Submittal Deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. A Proposal withdrawn by the Respondent prior to the Proposal Submittal Deadline can be claimed by the Respondent within ten (10) days following the Proposal opening. After that time, it will be destroyed. Proposals, once opened by the District at the time of RFP Submittal Deadline, shall not be withdrawn or modified except to the extent agreed to by the District during subsequent contract negotiations.

4.8 Validity of Proposal

The offer represented by each Proposal will remain in full force and effect for up to a maximum of one hundred and eighty (180) days after the Proposal Submittal Deadline. If award of the DB Contract has not been made by the District within one hundred and eighty (180) days after the Proposal Submittal Deadline, each Respondent that has not previously agreed to an extension of such deadline shall have the right to withdraw its Proposal. The District may, at its sole discretion, allow a Respondent to withdraw its Proposal prior to such deadline. Nothing precludes the District from requesting, and the Respondent from accepting, an extension to such deadline.

4.9 Addenda

If any revisions to this RFP become necessary, the District will provide addenda by email to the Respondents at least seven (7) calendar days before the Proposal Submittal Deadline. The District may extend the Proposal Submittal Deadline via addendum at any time. **It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the Proposal Submittal Deadline by checking their email. If an Addendum is issued, Respondent must acknowledge receipt of Addendum by submitting each signed Addendum and submitting the completed Form 1 – Affidavit**

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of Authenticity (see Attachment B – Proposal Submittal Forms) within Appendix A (Completed Proposal Forms) of their Proposal.

4.10 Business Licensing Requirements

Each Respondent is responsible for determining and complying with all applicable business licensing requirements necessary to complete the Project's scope of work. The Successful Respondent shall be required to provide evidence to the District that it is authorized to do business in California, as well as a current City of Menlo Park Business License, prior to award of the DB Contract.

4.11 Designer Licensing Requirements

Each Respondent is responsible for determining and complying with all applicable professional licensing requirements necessary to complete the Project's scope of work. All final work products shall be stamped and sealed by an appropriately registered and licensed professional.

4.12 Contractor Registration Requirements

Effective March 1, 2015, Senate Bill 854 requires the District to use only contractors and subcontractors on public projects that have been registered with the State of California Department of Industrial Relations. Thus, the Successful Respondent and its subcontractors shall be required to provide evidence to the District that it possesses required registrations, prior to award of the DB Contract.

The Successful Respondent shall be required to provide evidence to the District that it possesses a valid Contractor's License issued by the Contractor's State Licensing Board, prior to award of the DB Contract. The class of license shall be applicable to the work specified in the DB Contract. Each Respondent is responsible for determining and complying with all applicable contractor licensing and registration requirements necessary to complete the Project's scope of work.

4.13 Reimbursement for Proposal Submitted

There will be no reimbursement to Shortlisted Respondents that submit a responsive proposal yet are not awarded the DB Contract.

4.14 Technical Requirements and Reference Documents

4.14.1 Technical Requirements

The documents included in RFP Volume 3 are collectively referred to as the Technical Requirements. **Proposals must be based upon compliance with all of the items provided in the Technical Requirements.** Neither the District nor any consultant working by or through District shall have any responsibility for errors or misrepresentations resulting from a Respondent's failure to comply with all elements of the Technical Requirements.

Volume 3 is comprised of Project Element Narratives and Drawings. The DB Entity is responsible for providing the final design documents for the Project (sealed and signed by California professionally licensed engineers) in accordance with the Project Element Narratives and associated Volume 3B (Project Drawings). The contents of these documents are briefly described below:

- Volume 3A: Project Element Narratives

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- The purpose of this document is to provide descriptions of the Project Elements of the Recycled Water Project – Sharon Heights – Design-Build (DB) Services, including performance criteria and technical requirements. The degree to which requirements are prescriptive (meaning the requirements must be strictly adhered to) or to which they may be treated as performance criteria (open to differing technical approaches) varies by element. In general, and as noted previously, the influent pump station and force main (Elements 1 and 2) are prescriptive in nature. By contrast, the RWTP (Element 3) is more open to technical innovation, provided that performance criteria are met and proposed alternative approaches provide a facility with acceptable operational efficiency and longevity.
- Volume 3B: Drawings
 - The drawings presented in this section are preliminary in nature, and represent a limited level of technical development and detail. However, these drawings do demonstrate facility layouts and configurations that meet the overall technical and performance requirements for the project. Respondents should anticipate that their technical advancement of the final design of the more prescriptive Project Elements (Elements 1 and 2) will provide largely in line with the concepts demonstrated in the associated drawings in Volume 3C; while the DB Team will be responsible for adding detail and vetting the technical design presented in the preliminary plans, large deviations from these concepts are unlikely to be approved. By contrast, the concepts for the RWTP (Element 3) are more open to innovation to improve the cost effectiveness, operability, constructability and performance of this facility. The drawings provided for the RWTP demonstrate the site constraints and other key features of the facility, but the Respondent may develop the proposed and final design that veers away from the concepts shown provided that alternative approaches (which alter the performance or technical criteria) are approved, and that the facility continues to meet all criteria not approved for alteration.

As noted in Section 4.4, while it is the District’s intent and preference to obtain a facility that is fully compliant with the technical and performance requirements set forth herein, the District is willing to entertain alternative design approaches that may be required to meet the District’s budget objective, particularly as they related to the RWTP. Alternative design approaches must still comply with the performance requirements and water quality objectives set forth herein, unless otherwise allowed and approved by the District in writing. Should the DB Entity obtain written approval from the District for an alternative design approach that conflicts with the technical and performance requirements the Project Elements, the Respondent may proceed to incorporate the alternative approach into its proposal as a component of the proposed project (and Guaranteed Maximum Price).

4.14.2 Reference Documents and Data

Certain project background documents are being made available within the contents of RFP Volume 3 for the sole purpose of preparing Proposals. The District is providing these documents only for the purpose of obtaining Proposals for the Project, and does not confer a license or grant for any other use, and does not warrant or assume responsibility for the completeness and accuracy of the documents.

A Geotechnical Data Report is available, including data from both the influent pump station and RWTP sites (see Volume 3A). This report provides data and general findings only to assist DB Entity’s in understanding subsurface conditions at each site. It is the responsibility of DB Entities to interpret this data and determine how it is used in final design, and if supplemental data collection by the DB Entity is required

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and to create a final geotechnical report for the project. The District assumes no responsibility for the use of the data provided or for conclusions drawn from this data, and does not warrant its correctness. The DB Entity shall be responsible for determining if additional geotechnical exploration is required to complete design, and for performing this work. The Project site will be made available for additional investigation if requested, and if possible, within site constraints. Should the DB Entity perform subsurface investigations and determine during design that actual site conditions are different from those represented in the District's Geotechnical reports, this may warrant an adjustment in the Guaranteed Maximum Price.

Survey Data (AutoCAD) used in the development of this preliminary design is available in CADD format. An aerial survey was completed in June 2016, with supplemental field surveys complete in July and August of 2016. The DB Entity shall determine if additional survey is required to complete design, and shall be responsible for performing this work.

Utility data, gathered based on initial records provided by utilities contracted during preliminary design, is available. It is the DB entity's responsibility to confirm this data directly with utilities and through field investigation, and the District does not guarantee its accuracy and completeness of information provided herein.

Flow and water quality data was collected in December 2014, July 2015, March/April 2016 and July 2016 from a variety of sites. Full data is available and is summarized in Volume 3A. This data may be used by the DB Entity in the design of the facilities, but it is the DB Entity's responsibility to determine if additional testing is required to validate their design. The District will allow additional water quality and flow monitoring by the DB Entity, if requested and if possible within collection system operational constraints.

4.15 Questions About and Clarifications to the Technical Requirements

All questions about the meaning, intent or any other aspect of the RFP, DB Agreement, and Technical Requirements shall be submitted in writing to the District's Point of Contact. Interpretations or clarifications considered necessary in response to such questions will be issued by Addendum to all Respondents. Questions received after the End RFP Inquiry Period may not be answered. Only answers issued by Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.

4.16 Examination of Technical Requirements and Site

It is the responsibility of each Respondent, before submitting a Proposal, to: (a) thoroughly examine the Technical Requirements, including any Addenda issued to such documents; (b) visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work; (c) consider federal, state and local laws and regulations that may affect cost, progress, performance, or furnishing of the Work; (d) determine that the Technical Requirements are sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work required for the Project; (e) notify the District of all conflicts, errors, ambiguities, or discrepancies discovered in the Technical Requirements by Respondent and any aspects of the Technical Requirements that Respondent does not understand; and (f) study and carefully correlate Respondent's observations with the Technical Requirements. Arrangements for site visits shall be made in accordance with Section 4.3 of this RFP.

The submittal of a Proposal will constitute a representation by the Respondent that Respondent has complied with every requirement concerning examination of the Technical Requirements and the site, that without exception the Proposal is premised upon performing and furnishing the Work required by the Technical Requirements, and that the Technical Requirements are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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4.17 District Not Responsible for Assumptions by Respondents

Each Proposal shall provide the assumptions that the Respondent has incorporated into the technical and cost elements of its Proposal. Neither the participation of the District in any pre-proposal meeting, nor the subsequent award of the DB Contract by the District, shall in any way be interpreted as an agreement or approval by the District that a Respondent's assumptions are reasonable or correct or that the District accepts any liability for the Respondent's design or means and methods of performing the Work. The District specifically disclaims responsibility or liability for any of Respondent's assumptions in developing its Proposal.

4.18 Draft DB Contract

The Draft DB Contract is provided as Volume 2 of this RFP. **Respondents are encouraged to provide detailed written comments to District's Point of Contact on the draft document by the Draft DB Contract Comments Deadline established in Section 4.2, as well as present their comments at the Confidential Meeting described in Section 4.4.** Based on its assessment of all Respondents' comments, the District, in its sole discretion, may make modifications to documents and issue addenda containing such modifications. Respondents shall base their Proposals on the terms and conditions set forth in such documents as modified by any Addendum.

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5. Proposal Submittal Requirements

5.1 Submittal Place and Deadline

Ten (10) paper documents (one [1] original and [9] copies) each contained within one (1) or more 3-ring binder(s), as well as one (1) electronic version of the Proposal on CD-ROM or flash drive in PDF format, must be received no later than **September 22, 2017 at 3:00 p.m.** Pacific Time. Proposals must be submitted physically (via mail or in person) to the District's Representative located at 2175 N. California Blvd. Suite 315, Walnut Creek, CA 94596. Receipt of a Proposal by any other District personnel or location will not constitute "delivery" as required by this RFP. Telephone confirmation of timely receipt of the Proposal may be made by calling the District's Point of Contact. Receipt of a Proposal by any District office, receptionist, or personnel other than the District's Point of Contact will not constitute "delivery" as required by this RFP. It is desired that no individual 3-ring binder exceed 3-inches in size. **The Respondent's Price and Cost Proposal (see Section 5.2.5) shall be submitted in a single, sealed envelope or package separate from other Proposal documentation, and without an electronic version included. Price and Cost Proposals must be received no later than September 22, 2017 at 3:00 p.m. Pacific Time.**

Each Respondent assumes full responsibility for timely delivery of its Proposal at the required location. Any Proposal received after the submittal deadline will be deemed nonresponsive and returned. All Proposal documents shall be delivered in sealed packaging. The delivered packaging containing the Proposal documents must note the Respondent's name, address, contact person(s), and phone number, as well as **"PROPOSAL, Project #1760.0, Recycled Water Project – Sharon Heights – Design-Build (DB) Services"** on its face.

The Price and Cost Proposals (described in Sections 5.2.5 through **Error! Reference source not found.** below) sealed envelopes or packages must note the Respondent's name, address, contact person(s), and phone number (s), as well as **" PRICE AND COST PROPOSAL, Project #1760.0, Recycled Water Project – Sharon Heights – Design-Build (DB) Services"** on its face.

Oral, telephone, facsimile, telegraph, or email Proposals are invalid and will not receive consideration. No Respondent may submit more than one Proposal. Multiple Proposals under different names will not be accepted from one firm or association; in this case, the second Proposal submitted will not be considered.

Respondents will not be allowed to use the District's email, facsimile, photocopying, or other such facilities on the day of submitting their Proposals.

5.2 Submittal Content

The content requirements set forth in this RFP represent the minimum content requirements for the Proposal. It is the Respondent's responsibility to include information in its Proposal to present all relevant information and other materials. The Proposal, however, should not contain standard marketing or other general materials and it is the Respondent's responsibility to modify such materials so that only directly relevant information is included in the Proposal. The Proposal does not have a maximum page limit, except as noted for individual sections, below, however brevity is encouraged.

The Proposal must include the following information organized by the subsection and order as listed below.

- Transmittal Letter (5-page limit)

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- Section 1 - Project Plan:

Subsection 1.1 - Project Team/SOQ Confirmation.

Subsection 1.2 - Design-Build Coordination and Management.

Subsection 1.3 - Safety Plan

- Section 2 –Design-Build Approach:

Subsection 2.1 - Project Element 1: Influent Pump Station.

Subsection 2.2 - Project Element 2: Force Mains and Gravity Sewers.

Subsection 2.3 - Project Element 3: Satellite Recycled Water Treatment Plant

Subsection 2.4 - Project Element 4: Supervisory Control and Data Acquisition (SCADA)

Subsection 2.5 - Project Element 5: Regulatory and Permitting.

Subsection 2.6 - Project Element 6: Funding Requirements.

Subsection 2.7 - Project Element 7: Quality Management.

Subsection 2.8 - Project Element 8: Testing, Commissioning, Operational Demonstration, Final Acceptance and Plant Operation

Subsection 2.9 - Project Element 9: Guarantee of Work.

Subsection 2.10 - Innovative/Alternative Approaches

Subsection 2.11 - Drawings (To be included in Appendix B)

Subsection 2.12 - Equipment Information (To be included Appendix A)

- Section 3 - Construction Schedule, Planning and Sequencing.

- Section 4 - Price and Cost Proposal (**To be submitted separately from other Proposal Sections.**)

- Appendix A – Completed Proposal Forms.

- Appendix B – Design Drawings.

- Appendix C – Construction Schedule. (As referenced in Section 3.)

5.2.1 Transmittal Letter

Each Respondent must provide a Transmittal Letter following the Proposal cover that formally conveys the Proposal to the District. The letter must be signed by an authorized representative of the Respondent who is empowered to sign such material and to commit the Respondent to the obligations contained in the Proposal. If Respondent is a corporation or an LLC, an authorized officer shall sign his/her name and indicate his/her title beneath the full corporate name. If Respondent is a joint venture, an authorized representative for each member of the joint venture shall sign the letter, and specifically state that, if the joint venture is selected as the DB Entity, each member will be jointly and severally liable to the District for the obligations arising out of the contract between the joint venture and the District.

The Transmittal Letter may include any information deemed relevant to the Respondent, but must include the following:

1. An identification of the Respondent's Point of Contact, including name, address, phone number, and email address, and must specify who would be the Design-Builder's signatory to any contract documents executed with the District.

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2. An Executive Summary of the Proposal, with no references whatsoever to the Price and Cost Proposal.
3. A declaration of the Respondent's intent, if selected, to enter into a contract with the District for the Project in accordance with the terms of this RFP.
4. An affirmation that all professional and business registrations and licenses required for the Project have been obtained or will be obtained prior to award of the DB Contract. This includes, but is not limited to the registrations/licenses for the members of the Respondent's team that are professional engineers and will be the Engineer-of-Record for the Project.
5. A statement of the Respondent's intent to provide, as stated in Respondent's SOQ, Performance and Payment Bonds and all insurance required under the DB Contract, respectively by the date of award of the DB Contract.
6. An affirmation that the representations made in the Proposal will remain in force and effect for one hundred and eighty (180) days from the Proposal Submittal Due Date.
7. An affirmation that the Respondent has completed and included all submittal forms provided in Attachment B (Proposal Submittal Forms).

The Transmittal Letter shall be limited to five (5), 8 ½ x 11 inch pages.

5.2.2 Section 1 - Project Plan

Subsection 1.1 - Project Team/SOQ Confirmation

The purpose of this subsection of the Proposal is for the Respondent to confirm that the Project Team submitted in its statement of qualifications (SOQ) has not changed; or to provide information and an explanation regarding any changes to its Project Team differing from that submitted in its SOQ. Any changes to the Respondent's Project Team from the SOQ are subject to acceptance or rejection by the District, at its sole discretion. If the Respondent's Project Team has not changed from the SOQ, the Respondent shall include the following statement in this section of its Proposal:

“ _____ (Name of Respondent's Team or Organization) confirms that all qualifications and experience information, including the members and composition of our Project Team, provided in our Statement of Qualifications previously submitted to the District for the Recycled Water Project – Sharon Heights – Design-Build (DB) Services has not changed, and is valid, true, and accurate.”

No changes of the primary member organizations that comprise the Project Team (Lead Contractor and Lead Designer) are allowed, and no changes to the Key Personnel as represented in the Respondent's SOQ are allowed. If extenuating circumstances require a change to any of the primary member organizations or Key Personnel, the Respondent shall provide an explanation for the change and present qualifications and experience information for the new team member(s) for the District to evaluate. The District reserves the right to reject as non-responsive the Proposal of a Respondent that changes primary member organizations or Key Personnel from that indicated in the SOQ.

Note: Section 22160 et seq., and specifically Section 22166 of the California Public Contract Code describes the DB Entity's requirements relating to the use of construction subcontractors on DB projects. It is imperative that Respondents familiarize themselves with these provisions and consider these requirements in light of the Project schedule. Project schedule relief will not be granted in cases of noncompliance by the DB Entity with respect to Section 22166 requirements.

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For any additions or changes that have occurred to the Respondent's Project Team, the Respondent shall provide the following information relative to the assignments and qualifications of the Respondent's team:

- Identification, description of role(s), and qualifications of Subcontractor/Subconsultants that have been added to the Respondent's Project Team since the submittal of the SOQ. (E.g. HDD subcontractor.)
- For any new personnel not included in the Respondent SOQ, provide sufficient reasoning and detail for the District to understand how such personnel would enhance the Respondent's ability to deliver the Project and to provide value to the District.
- Provide information regarding the use of local businesses in the execution of the Project.
- Proposal Appendix A (Completed Proposal Forms) should include resumes (see RFQ for resume format and requirements) and copies of licenses or registrations for any additional or new personnel that the Respondent proposes as part of its Project Team that were not identified in the SOQ.

Subsection 1.2 - Design-Build Coordination and Management

The Respondent shall demonstrate that: (a) its coordination and management approach during design and construction includes specific measures to control budget, documentation, and schedule; and (b) it will implement policies and procedures to facilitate communication and input from members of the Project Team and District. At a minimum, Respondent shall:

- Describe the roles and responsibilities of the Project Team members, and how the Project Team is going to function to benefit the Project. Include an organization chart of the Project Team to illustrate its functionality, team reporting structure, etc. Include Design Manager, Construction Superintendent, Quality Control Manager, Lead Scheduler, Lead Permit Coordinator, On-Site Safety Supervisor, Startup Engineer and all other technical and administrative leads, as described the RFP.
- Describe the Respondent's concepts for managing the design and construction phase of the Project and how the Respondent intends to control budget, documentation, and schedule.
- Describe how the Respondent intends to control and coordinate the flow of information between design and construction teams, and how the Respondent plans to interface with the District, property owners, and permitting agencies.
- Describe Respondent's design process, including procedures for equipment selection, constructability reviews by the Lead Contractor, obtaining District input (including submittal and review approach) and Lead Designer's involvement in oversight of construction. Describe where the design team will be geographically located and how operations team members will be involved in design and construction.

Subsection 1.3 - Safety Plan

Respondent shall demonstrate that its proposed safety measures, policies, and procedures will maintain a safe construction site and will consider public safety. At a minimum, Respondent shall:

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- a. Submit a summary description of the corporate safety program that has been established by the Lead Contractor.
- Provide a description of safety programs or procedures that would be specifically applicable to and utilized for the Project.
- Maintaining safe work sites is the sole responsibility of the selected DB Entity. Provisions of the information provided herein does not relieve, in any way, the DB Entity's sole responsibility in this regard.

5.2.3 Section 2 – Design-Build Approach

Within the subsection for each of the major Project Elements, Respondent must include a technical narrative that thoroughly presents its approach to meeting the requirements of all Project Elements as described in Technical Requirements of RFP Volume 3. At a minimum, Respondent must provide the information requested for each Project Element in the subsections identified below.

As noted above, while it is the District's intent and preference to obtain a facility that is fully compliant with the technical and performance requirements set forth herein, the District is willing to entertain alternative design approaches that may be required to meet the District's budget objective, particularly as they related to the RWTP. Alternative design approaches must still comply with the performance requirements and water quality objectives set forth herein, unless otherwise allowed and approved by the District in writing. Should the DB Entity obtain written approval from the District for an alternative design approach that conflicts with the technical and performance requirements the Project Elements, the Respondent may proceed to incorporate the alternative approach into its proposal as a component of the proposed project (and Guaranteed Maximum Price). When applicable, the Respondent shall include a copy of the District's written approval for such alternatives within each subsection of Section 2 to which it applies.

Subsection 2.1 - Project Element 1: Influent Station

A new pump station and related improvements shall be constructed in the cul-de-sac fronting Sand Hill Road near the intersection of Oak Rd. The submersible pump station will utilize variable frequency drives to convey a peak flow of 0.9 MGD to the new satellite recycled water treatment plant. Based on the District's preliminary design and technical requirements included in RFP Volume 3, the DB Entity will complete the design of the pump station and related facilities, all required permitting identified as the DB Team's responsibility and construct and test the improvements.

Subsection 2.1 should include the following:

- a. Design and construction approach.
- b. Key challenges and proposed solutions
- c. Drawings (referenced in Section 3, placed in Appendix B)
 - i. Pump station structural and mechanical plan, sections, and details.
 - ii. Site plan and yard piping.
 - iii. Electrical Site Plan.
 - iv. Electrical one-line diagram.
 - v. Electrical panel elevations.
 - vi. Complete P&ID.

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- d. Equipment list for equipment \geq \$10,000.
- e. Pump and motor sizes and operating ranges, pump curves.
- f. Dewatering plan and groundwater disposal plan.

Subsection 2.2 - Project Element 2: Force mains and Gravity Systems

The Project includes various pipelines, both gravity flow and pressure flow. On-site mechanical and yard piping contained in the RWTP site and within the influent pump station are included under Project Elements 1 and 3, respectively. Project Element 2 includes the followings conveyance pipelines:

- a. Gravity sewer modifications at the influent pump stations to connect the pump station to the existing collection system.
- b. The raw wastewater force main from the existing collection system to the RWTP, aligned along Sand Hill Road.
- c. The gravity solids sewer from the RWTP to the sewer system. This pipeline is also used as a disposal route for off-spec or excess treated water.

Based on the District's preliminary design and technical requirements included in RFP Volume 3, the DB Entity will complete the design of the pipelines and appurtenances, all required permitting identified as the DB Team's responsibility and construct and test the improvements.

Subsection 2.2 should include the following:

- a. Design and construction approach.
- b. Key challenges and proposed solutions
- c. Suggested enhancements to design.
- d. Drawings (referenced in Section 2.2, placed in Appendix B)
 - i. Preliminary plan and profiles
 - ii. Construction details, including cathodic protection, as required
- e. Dewatering plan and groundwater disposal plan.

Subsection 2.3 - Project Element 3: Satellite Recycled Water Treatment Plant

A new, 0.5 MGD satellite treatment plant will be constructed at the Sharon Heights Golf and Country Club, treating raw wastewater and conveying it to the existing storage pond at the golf course. Based on the District's preliminary design and technical requirements included in RFP Volume 3, the DB Entity will complete the design of the treatment plant and related facilities, all required permitting identified as the DB Team's responsibility and construct and test the improvements.

Subsection 2.3 should include the following:

- a. Design and construction approach.
- b. O&M and Operational Efficiency approach
- c. Key challenges and proposed solutions

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- d. Approach to Water Quality Requirements
- e. Approach to permitting (Title 22 Engineer's Report)
- f. Process control approach
- g. Suggested enhancements to design
- h. Equipment list for equipment \geq \$10,000.

- i. Drawings (referenced in Section 2.3, placed in Appendix B)
 - i. Site access, staging area and work area limits
 - ii. Process flow diagram
 - iii. Hydraulic Profile
 - iv. Design criteria, equipment and pipe schedules
 - v. Treatment plant paving and grading
 - vi. Site plan, yard piping, landscaping and irrigation
 - vii. Civil details
 - viii. Mechanical plans/layouts
 - ix. Mechanical sections
 - x. Architectural layout (building layout)
 - xi. Architectural elevations and/or renderings
 - xii. Electrical diagrams, power and signal plan, and control schematics

Subsection 2.4 - Project Element 4: Supervisory Control and Data Acquisition.

Project Element 4 consists of general electrical, SCADA and communication requirements that apply to the entire project. Subject to the requirements of RFP Volume 3, the DB Entity will coordinate with existing District SCADA architecture for the monitoring and control of the following facilities:

- a. Influent Pump Station
- b. Satellite Recycled Water Treatment Plant (RWTP)
- c. Recycled Water Pump Station

Subsection 2.4 should include the following:

- a. Radio survey approach
- b. SCADA software and programming approach
- c. Sample screens for satellite treatment local control and remote monitoring
- d. Drawings are included under other Project Elements.

Subsection 2.5 - Project Element 5: Regulatory and Permitting.

The DB Entity shall be responsible for assisting the District in applying for and complying with various permits for the Project. The DB Entity shall be solely responsible for application and acquisition of specific construction permits. Efforts are currently underway by the District to prepare necessary applications for certain permits, and the Project Element design efforts described above will be used to support these ongoing efforts. RFP Volume 3 contains detailed information concerning the status of each required permit, and the DB Entity's responsibilities with respect to permit application, compliance, reporting, etc.

Subsection 2.5 should include the following:

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- a. Approach to regulatory and permitting approvals and compliance.
- b. Approach to other environmental requirements.

Note: Respondent Lead Permit Coordination, training, and qualifications shall be addressed in Section 1.

Subsection 2.6 - Project Element 6: Funding Requirements.

The District is funding the Project through the Clean Water State Revolving Fund (CWSRF). RFP Volume 3 describes the requirements and schedule for complying with the mandates of these programs.

Subsection 2.6 should include the following:

- a. General approach to meeting funding requirements.
- b. Demonstrated experience in completing SRF funded design and construction projects
- c. Documentation of Disadvantaged Business Enterprise (DBE) compliance, including the six Good Faith Efforts (GFEs).
- d. DBE forms EPA 6100-2, EPA 6100-3, and EPA 6100-4.
- e. A list of DBEs on the team.

Subsection 2.7 - Project Element 7: Quality Management.

Respondent shall demonstrate: (a) clear and comprehensive quality control and assurance procedures during both design and construction; and (b) the availability and proposed utilization of established quality management procedures previously implemented on other similar projects.

Subsection 2.7 should include the following:

- a. Approach to quality control and management methods, policies, and procedures during design. This shall include plan for monitoring and managing the quality of its work from initiation to completion of the design.
- b. A summary of quality control procedures to be utilized during construction, which includes but is not limited to materials testing for concrete and soils at a minimum, and independent special inspections.

Note: Respondent Quality Control Manager experience, training, and qualifications shall be addressed in Section 1.

Subsection 2.8 - Project Element 8: Testing, Commissioning, Operational Demonstration, Final Acceptance and Plant Operation

Respondent shall provide an approach to achieving acceptance of the Project in accordance with the guidelines included in RFP Volume 3, including the required Operational Demonstration, and for completing the 6-month Operation and Testing period.

Subsection 2.8 should include the following:

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- a. Outline of the acceptance testing plan / protocol that will be implemented for the Project.
- b. The general approach to Project acceptance testing.
- c. Approach to provide operations and maintenance services for the satellite treatment facility (but not the influent pump station, force main or sewers) for a period of 6 months following successful project testing and acceptance and a 30-day Operational Demonstration, and for training District staff formally over the course of this 6-month period in accordance with the requirements of RFP Volume 3, including the following:
 - 1) Approach to operation and maintenance for 6 months following Project acceptance.
 - 2) Discussion of qualifications of proposed operations staff
 - 3) Approach to training of District staff

Absolutely no cost information is allowed in this subsection.

Note: Respondent Project Acceptance/Startup Lead/Coordinator experience, training, and qualifications shall be addressed in Section 1.

Subsection 2.9 – Project Element 9: Guarantee of Work

Respondent shall provide a written commitment to providing the work guarantee as required in Volume 3A (Element 9). Optionally, Respondent may provide additional discussion of enhanced guarantees.

Additionally, Respondent shall provide the details of the membrane warranty meeting the requirements if Volume 3A (Element 9).

Subsection 2.10 - Innovative/Alternative Approaches.

Respondent shall discuss any innovative or alternative ideas and approaches to complete the design and construction of the Project. Respondent shall demonstrate ingenuity through design concepts, construction materials, and construction methods to achieve the most efficient and long-lasting system. Respondent shall provide any examples of where suggested innovative or alternative approaches have been successfully implemented by the Respondent. Respondent shall not discuss or provide specific claims relating to actual costs or cost impact from any of the innovative or alternative ideas for the Project; this information will be included separately.

Note that this section shall not include alternative technical approaches approved in writing by the District during the proposal preparation period; such approaches shall be incorporated into the Project Elements as components of the proposed project. The intent of Subsection 2.10 is to present ideas over and above Respondent ideas already approved and incorporated in the Price and Cost Proposal that the Respondent believes have merits with regards to cost, reliability, longevity of facilities and other factors.

Subsection 2.11 - Drawings.

Respondent shall include drawings in Appendix B (Design Drawings) to illustrate and document its proposed technical design approach and to complement the technical narrative. Reference shall be made to drawings within the major element narratives. At a minimum, the following drawings shall be prepared and submitted by the Respondent, with the drawings being 11 x 17-inch size:

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- Title sheet
- Index of drawings
- Abbreviations and symbols
- All drawings identified under the individual elements, above

Subsection 2.12 - Equipment Information.

Respondent shall complete equipment summary sheets provided in Attachment A (Proposal Submittal Forms) for the following major equipment, and include the completed forms within Appendix A (Completed Proposal Forms) in its Proposal:

1. Influent Pump station equipment (for each size and type of pump selected; includes pump, motor, and other major ancillary components of pump).
2. Electrical equipment (including switchgear, variable frequency drives, and motor control centers).
3. Treatment equipment (including screens, grit removal, aeration, blowers, MBR, internal plant pumps, HVAC, odor control)
4. Other major equipment and ancillary systems.
5. Any piece of equipment over \$10,000 in value.

5.2.4 Section 3 – Construction Schedule, Planning and Sequencing

Respondent shall (a) demonstrate that the Project schedule can be met and that construction sequencing is logical; (b) identify means to manage schedule and address schedule concerns; and (c) demonstrate effective approach to start-up and commissioning (including performance verification testing); (d) show milestones for key decision points, approvals, purchasing and testing dates associated with Schedule based upon the District’s anticipated award date.

Respondent shall provide a detailed design, construction, and performance verification-testing schedule which shall be appended to the Project Documents as Appendix C (Construction Schedule) of its Proposal identifying Project tasks, durations, and key milestones. Respondents shall: (a) describe construction sequencing of major Project elements and how sequencing may affect the critical path; (b) discuss any concerns with the capacity to meet the Project’s schedule and how the Respondent will manage the schedule. Respondent shall describe how they would approach site logistics and limitations during construction, such as construction staging areas, etc. Respondent shall present an approach to start-up and commissioning with the key tasks the Respondent would recommend.

5.2.5 Section 4 – Price and Cost Proposal

A Proposal submitted in response to this RFP must contain a Price and Cost Proposal that fully conforms with and satisfies the format and content requirements described herein. The Price and Cost Proposal shall consist of the following items, as described further in the sections that follow:

- Respondent’s proposed Guaranteed Maximum Design-Build Price to perform the DB Contract services (see **Proposal Form 6 and 7**). As discussed above, the Guaranteed Maximum Design-Build Price shall include any alternative technical approaches approved in writing by the District during the proposal development process, but shall not include unapproved innovative or alternative approaches that Respondent may include in subsection 2.10 of its proposal.

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- Respondent's Operating and Training Period Cost Proposal, representing the cost proposal to operate the plant and conduct District staff training for the 6-month initial operating period (see **Project Element 9** and **Proposal Form 8**) which begins after project acceptance. This cost shall be based on the facility represented by the Respondent's Guaranteed Maximum Design-Build Price, inclusive of all approved alternative technical approaches but not including alternative approaches not approved in writing by the District at the time of the Proposal submittal.
- Respondent's RWTP Life Cycle Net Present Worth, representing the 20-year life cycle cost of RWTP (see **Proposal Form 9a** and **9b**).

In evaluating the Price and Cost Proposal, the District will apply the price evaluation criteria set forth in Section 6 of this RFP. Respondents are required to complete **Proposal Forms 6, 7, 8 and 9** provided in Attachment B (Proposal Submittal Forms). Respondents are to also include all other information necessary in their Price and Cost Proposal to permit the District to perform an informed evaluation.

THE PRICE AND COST PROPOSAL SHALL BE SUBMITTED, IN A SEPARATE SEALED ENVELOPE OR PACKAGE CLEARLY MARKED "PRICE AND COST PROPOSAL."

ALL PRICE AND COST INFORMATION SHALL BE INCLUDED ONLY IN THE PRICE AND PROPOSAL. NO PRICE INFORMATION SHALL BE INCLUDED IN THE OTHER PARTS OF THE PROPOSAL (INCLUDING THE TRANSMITTAL LETTER AND APPENDICES). IF ANY PRICE OR COST INFORMATION IS INCLUDED IN THE OTHER PARTS OF THE PROPOSAL, THE ENTIRE PROPOSAL MAY BE REJECTED.

5.2.6 Guaranteed Maximum Design-Build Price (GMP)

The Respondent shall complete the following Proposal Submittal Forms, which are included in Attachment B (Proposal Submittal Forms) of this RFP, and include within the Respondent's Price Proposal:

1. Proposal Form 6 – Guaranteed Maximum Design-Build Price Breakdown.
2. Proposal Form 7 - Maximum Drawdown Schedule and Milestones.

The Guaranteed Maximum Design-Build Price shall be inclusive of all Work and labor from notice to proceed (NTP) through commissioning and the Operational Demonstration, culminating in Project acceptance. The Operation and Training period cost proposal is to be submitted on a separate form, as described below.

5.2.7 Operation and Training Period Cost Proposal

In accordance with the requirements of RFP Volume 3, the DB Entity shall provide a total cost proposal for 6-months of the initial operations and training and period to be provided the DB Entity, including all labor, chemicals and other consumables, electricity charges and other costs required to fully operate, repair, monitor and maintain the treatment facility and all other activities required to produce recycled water conforming to the water quality requirements of the Project. The Operation and Training Period Cost Proposal shall be inclusive of all costs for the entire 6-month Operation and Training Period.

The District recognizes that certain elements of the operating costs are sensitive to amount of water treated at the facility. As such, the Respondent shall assume the average recycled water production over the course of any calendar month within the Operation and Training Period shall be less than or equal to 0.35 MGD,

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and the Operation and Training Cost Proposal provided shall be valid for average flows up to and including this value.

In the event that average flows for a given calendar month exceed 0.35 MGD, the DB Entity shall be entitled to additional compensation for the incremental cost of producing the extra recycled water beyond this amount. Consequently, Respondents are also required to provide a net cost per each 10,000 gallons (0.01 MG) of recycled water produced in a calendar month. The net cost shall be applied for each 10,000 gallon increment, or fraction thereof, above an average of 0.35 MGD of recycled water produced, delivered to the golf course pond and meeting all water quality requirements of the Project. Treated water not meeting water quality requirements or water “wasted” to the discharge sewer without the written approval of the District shall not be counted towards the sum of water produced in a given calendar month. Payment due for applicable net water produced beyond an average of 0.35 MGD shall be assessed on a calendar month basis based on water production records maintained by the DB Entity and verified by the District. The Respondent shall complete the following Proposal Submittal Forms, which are included in Attachment B (Proposal Submittal Forms) of this RFP, and include within the Respondent’s Operation and Training Period Cost Proposal:

1. Proposal Form 8 – Operation and Training Period Cost Proposal

THE OPERATION AND TRAINING PERIOD COST PROPOSAL SHALL BE SUBMITTED IN THE PRICE AND COST PROPOSAL ENVELOPE OR PACKAGE, AS DESCRIBED ABOVE.

5.2.8 RWTP Life Cycle Net Present Value

The RWTP represents a both a large capital and long term maintenance investment for the District. It is important to the District that the design of this facility consider both short- and long-term costs, and strike an appropriate balance between them. To demonstrate the net present value of the proposed RWTP, the Respondent shall provide a basis for the life cycle cost for a 20-year operating period and the resulting net present value of these costs in accordance with the requirement of this section.

It is understood that the operational and maintenance costs for the RWTP are dependent on the amount of water produced, which varies over the course of the year. For purposes of establishing a common basis for operations and maintenance costs, the following Hypothetical Water Production Rates can be used for all 20 years of the life cycle cost period:

Hypothetical Water Production Rates

Month	Average RW Produced (MGD)	Month	Average RW Produced (MGD)
January	0.1	July	0.5
February	0.1	August	0.5
March	0.3	September	0.5
April	0.4	October	0.4
May	0.5	November	0.1
June	0.5	December	0.1

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The net present value life cycle cost shall be calculated as follows:

$$\text{NPV} = \text{initial cost} + \sum_{k=1}^N \text{Rehab cost}_k \left[\frac{1}{(1+i)^{n_k}} \right]$$

where :

i = discount rate

n = year of expenditure

In the equation above:

- The “initial cost” shall be the total Guaranteed Maximum Design-Build Price, as shown on Form 6.
- Assume a discount rate, *i*, of 3%.
- Rehab costs shall include the following:
 - Labor (Annual):
 - Labor estimate shall be based on Respondent’s projection of required labor hours for routine operation and maintenance the RWTP on an annual basis. Respondent shall demonstrate an understanding of plant operation, the activities required, and the true time required to accomplish these activities. For costs, the Respondent shall assume an hourly rate of \$120/hour (fully burdened). All other major assumptions shall be stated with the labor estimate.
 - Routine Maintenance (Annual):
 - Routine maintenance shall include all parts, materials, consumables (including fuel), equipment costs, etc., to perform planned maintenance of the facility equipment, structures and related items on an annual basis. Maintenance requirements for equipment shall be based on manufacturers’ recommended maintenance schedule of activities. Chemicals and full equipment replacement are not included in this item. Labor is not included in this item.
 - Chemical Usage (Annual)
 - Respondent shall provide the projected chemical usage and the associated cost for these chemicals. All chemicals known to be required for operation and maintenance of the plant shall be identified and quantities estimated based on the Hypothetic Water Production Rates shown above. Costs shall include material costs, delivery and other applicable fees.
 - Energy Usage (Annual)
 - Respondent shall provide the projected annual energy usage based on the proposed design and the Hypothetic Water Production Rates shown above. Energy usage shall include all known uses. Energy cost shall be assumed to be \$0.13 per kilowatt hour (kWh).
- Membrane Replacement (Replacement Period to be Defined)

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- Membrane replacement represents a significant recurring cost for the RWTP. Life cycle costs for membrane replacement shall include full replacement of membrane cartridge(s) and valves only, and shall include labor, materials and parts required. Labor costs shall be assumed at \$120/hour (fully burdened); parts and material requirements shall include all taxes and fees and shall be based on proposed equipment. Costs shall be applied to the life cycle analysis at the end of each membrane warranty period within the 20-year operating period. If the membranes have residual value at the end of this period (membranes are not due for replacement at the end of the 20-year period), salvage value (remaining life) may be calculated as a negative net present value assuming a linear depreciation of value from full replacement value to zero over the term of the membrane warranty.

The Respondent shall complete the following Proposal Submittal Forms, which are included in Attachment B (Proposal Submittal Forms) of this RFP, and include within the Respondent's Operation and Training Period Cost Proposal:

1. Proposal Form 9a – RWTP Basis of Life Cycle Net Present Value (No Costs)
2. Proposal Form 9b – RWTP Life Cycle Net Present Value

THE RWTP LIFE CYCLE NET PRESENT WORTH PROPOSAL SHALL BE SUBMITTED IN THE PRICE AND COST PROPOSAL ENVELOPE OR PACKAGE, AS DESCRIBED ABOVE.

Form 9a is intended to inform the review of operational and maintenance considerations and efficiency that are incorporated into the Respondent's proposed technical approach and design. This form, which includes the detailed basis for the life cycle cost but no actual cost, will be evaluated at part of the Technical Design Approach. Form 9b is informational only, as the Life Cycled Net Present Value will not be scored.

6. Proposal Evaluation

6.1 General

The Proposals, excluding the Price and Cost Proposals (but including the basis for life cycle net present value), will be reviewed and evaluated by the District's selection committee (with assistance provided by outside advisors if desired by District) according to the requirements and criteria outlined in this Section 6. The selection committee will review the Proposals, excluding the Price and Cost Proposals (but including the basis for life cycle cost net present value, which does not include costs). The Price and Cost Proposals will be opened in confidence by the District's Point of Contact, and will be scored only after the other Proposal criteria has been scored by the selection committee.

During the Proposal evaluation process, written questions or requests for clarifications may be submitted to one or more Respondents regarding its Proposal or related matters. Failure to respond in a timely manner to any such questions or requests may be grounds for elimination of the Respondent from further consideration. In addition, the District will require each Respondent to participate in an interview following submittal of the Proposals.

The District shall be the sole judge of the evaluation of all Proposals. The District's decision(s) shall be final. The District reserves the right to waive and/or accept minor irregularities when, in the sole opinion of the District, such waiver or acceptance is deemed to be in the best interest of the District. Respondents will be evaluated in accordance with the criteria detailed herein.

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6.2 Responsiveness

Each Proposal will be reviewed to determine whether it is responsive to the RFP. Failure to comply with the requirements of this RFP may result in rejection of the Proposal as non-responsive. Each Proposal shall be reviewed for responsiveness in accordance with the following conditions:

1. Timely submittal (refer to Section 5.1 of RFP for the Proposal Submittal Deadline).
2. Compliance with submittal requirements in accordance with Section 5 of RFP, including submittal of all information and documentation required in Section 5.

If a Respondent fails to satisfy these conditions, the Proposal may be deemed non-responsive by the District and not considered for further review.

6.3 Evaluation Criteria Scoring

The District will evaluate and rank the responsive Proposals by applying the evaluation criteria set forth below to determine the Successful Respondent. The total number of points that will be used in evaluating all factors for a Proposal is two thousand (2,000), allocated as illustrated in the following table:

Criterion	Maximum Possible Points
Section 1 - Project Plan	100
Section 2 - Technical Design Approach	800
<i>Clarity of Design Presentation (Drawings and Write-up)</i>	100
<i>Approach to Challenges and Technical Requirements</i>	500
<i>Operations and Maintenance Considerations, Including Basis for Life Cycle Net Present Value (From 9a)</i>	200
Section 3 – Construction, Sequencing and Scheduling	100
Section 4 – Price and Cost Proposal	1,000
<i>Guaranteed Maximum Design-Build Price Proposal</i>	800
<i>Operation and Training Period Cost Proposal</i>	200
<i>Life Cycle Net Present Value</i>	<i>Unscored</i>
Total Possible Score	2,000

6.4 Evaluation of Comparative Criteria (Sections 1 – 3 Criteria)

Sections 1 – 3 criterion will be scored by the selection committee members. Each criterion will be scored individually using a whole number up to the maximum points possible for that criterion. The District will consider the information provided during the Respondents’ interviews when completing its evaluation (see Section 4.6 Interviews).

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6.5 Price and Cost Proposal Evaluation (Section 4 Criterion)

The District will validate for completeness and mathematical correctness all completed Price and Cost Proposal forms (Proposal Forms 6, 7, 8 and 9) to determine responsiveness.

6.5.1 Guaranteed Maximum Design-Build Price

The Respondent that submits a Guaranteed Maximum Design-Build Price Proposal with the lowest price will receive the maximum score for the criterion of eight hundred (800), as long as the Respondent's proposal is considered complete and responsive. For each Price Proposal with a higher price, the score will be calculated based upon the following formula:

$$D = [1 - (B - A)/A] * C$$

Where:

- A: Price submitted by Respondent with the lowest price (deemed responsive);
- B: Price of the Respondent being scored;
- C: Maximum number of Price Proposal points possible; and
- D: Respondent's score (rounded up or down to nearest whole number).

The following is an example of the application of formula above:

- A: Price submitted by Respondent with the lowest price = \$15,000,000.
- B: Price submitted by Respondent being scored = \$20,000,000.
- C: Maximum number of cost points possible = 800.
- D: Respondent's score = $[1 - (\$20,000,000 - \$15,000,000)/\$15,000,000] * 800 = 533$.

6.5.2 Operation and Training Cost Proposal

The District will validate for completeness and mathematical correctness all completed Operation and Training Cost Proposal forms (Proposal Form 8) to determine responsiveness.

The Respondent that submits an Operation and Training Cost Proposal with the lowest price will receive the maximum score for the criterion of two hundred (200). For each Cost Proposal with a higher price, the score will be calculated based upon the following formula:

$$D = [1 - (B - A)/A] * C$$

Where:

- A: Price submitted by Respondent with the lowest cost (deemed responsive);
- B: Cost of the Respondent being scored;
- C: Maximum number of cost points possible; and
- D: Respondent's score (rounded up or down to nearest whole number).

6.5.3 RWTP Life Cycle Net Present Value (Not Scored)

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The District will validate for completeness and mathematical correctness all RWTP Life Cycle Cost forms (Proposal Form 9) to determine responsiveness. Incorrectly or incompletely filling out Form 9b may be grounds for rejected on Respondent's proposal. The RWTP Life Cycle Net Present Value (Form 9b) will not be scored, and is for informational purposes only. As noted above, the Basis for RWTP Life Cycle Net Present Value (Form 9a) will be considered under the scoping for Section 2- Technical Design Approach.

6.6 Final Selection

After the evaluation process is complete, the District will notify Respondents of the rankings. The top-ranked Respondent will be selected to serve as the DB Entity and to begin negotiations with the District for DB Contract award. If negotiations with the top-ranked Respondent are not successful, the District will select the next-ranked Respondent for award and negotiate the final terms of the DB Contract.

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7. Conditions for Respondents

7.1 District Authority

The procurement process for this Project is authorized under California Public Contract Code Section 22161 *et seq.* The District is organized and existing under the Sanitary District Act of 1923 (Cal. Health and Safety Code Section 6400, *et seq.*) and provides wastewater collection and conveyance services to the Cities of Menlo Park, Atherton and Portola Valley, and portions of East Palo Alto, Woodside and unincorporated areas of San Mateo and Santa Clara counties. Chapter 4 (commencing with Public Contract Code section 22160), Local Agency Design Build Project, of Part 3 of Division 2 of the California Public Contract Code, as well as Public Contract Code Section 20194 generally authorize special districts that operate wastewater facilities, solid waste management facilities, and/or regional and local water recycling facilities to procure design-build contracts for public works projects in excess of one Million Dollars (\$1,000,000), awarding the contract under either the low bid or the best value delivery. The District Board, in resolution no. 1979 (2016) on January 13, 2016, authorized staff to begin the Design-Build Request for Qualifications/Request for Proposals for the Project.

7.2 Conflict of Interest (COI)

By submitting a Proposal, the Respondent represents and warrants that no Board member, officer or employee of the District is in any manner interested directly, or indirectly, in the Proposal or in the DB Contract which may be made under it or in any expected profits to arise therefrom, as set forth in Article 4, Division 4, Title I (commencing with Sec. 1090) of the Government Code of the State of California. The Respondent warrants and represents that it presently has no interest, and agrees that it will not acquire any interest, which would present a conflict of interest under California Government Code sections 1090 *et seq.* or the Political Reform Act (California Government Code sections 87100 *et seq.*) during the RFQ phase, the RFP phase, or the performance of services under the DB Contract. The Respondent further covenants that it will not knowingly employ any person having such an interest in the performance of the DB Contract. Violation of this provision may result in the DB Contract being deemed void and unenforceable. Additional Conflict of Interest requirements may apply during the term of any contract awarded.

By a Proposal, the Respondent further represents and warrants that it will fully abide by and comply with the District's COI Policy. Such COI Policy mandates, in pertinent part, that consultants, contractors, and engineers who may have potential conflicts of interest in relation to the Project and wish to participate as a Respondent or join a design-build team must:

1. Conform to federal, state and local conflict of interest rules and regulations.
2. Disclose all relevant facts relating to past, present or planned interest(s) of the Respondent's team (including, without limitation, the Respondent, Respondent's proposed consultants, and subconsultants and or subcontractors and their respective chief executives, directors and Key Personnel) which may result in, or could be viewed as, an organizational conflict of interest in connection with any design-build procurement including, but not limited to, present or planned contractual or employment relationships with any current employee of the District.
3. Disclose in the response documents to a design-build RFQ and RFP, all of the work performed in relation to the Project.
4. Provide ALL records of such work performed for the District so that all information can be evaluated and made available to all potential design-build teams, if necessary.

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5. Ensure that the consultant, engineer and/or contractor's contract with any other entity, or stakeholder in the Project, to perform services related to the Project has expired or has been terminated.
6. In cases where consultants on different consultant teams belong to the same parent company, each consultant shall describe how the subconsultants and or subcontractors would avoid conflicts through the qualification and bid phases of the Project.

Please see the District's COI Policy for further details.

7.3 No Assumption of Liability

Respondent understands that this RFP and the submittal of a Proposal shall not constitute a contract with the District or binding obligation of the District. No contract is binding or official until the Proposal from Successful Shortlisted Respondent is accepted by appointed District staff, approved by the District Board, and an official contract is duly executed by the District and the DB Entity.

The District assumes no obligations, responsibilities, and/or liabilities, fiscal or otherwise, to reimburse all or any part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP. All such costs shall be borne solely by each Respondent and its team members.

7.4 Rights of the District

In connection with this procurement process, including the receipt and evaluation of Proposals, District reserves to itself, holds without limitation, and may exercise (at its sole and absolute discretion) all rights available to it under applicable law and/or set forth below. Such rights and conditions are in addition to and shall not serve to limit any of the specific rights and conditions set forth in this RFP. By responding to this RFP, Respondents acknowledge and consent to the following District rights and conditions, including without limitation, with or without cause and with or without notice, the right to:

- Cancel, withdraw, postpone, or extend this RFP, in whole or in part, at any time, without incurring any obligations or liabilities.
- Modify the procurement schedule.
- Waive deficiencies, informalities, and irregularities in a Proposal and accept and review a non-conforming Proposal.
- Suspend and terminate the procurement process or terminate evaluations of Proposal received, for any reason whatsoever.
- Permit corrections (or not) to data submitted with any Proposal.
- Supplement, amend or otherwise modify this RFP.
- Hold meetings and interviews, and conduct discussions and correspondence, with one or more of the Respondents to seek an improved understanding of any information contained in a Proposal.
- Seek or obtain, from any source, data that has the potential to improve the understanding and evaluation of the Proposals.
- Seek clarification from any Respondent to fully understand information provided in the Proposal and to help evaluate and rank the Respondents.
- Reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the RFP or otherwise not acceptable to the District.

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- Eliminate any Respondent that submits an incomplete or inadequate response, or is not responsive to the requirements of this RFP, or is otherwise deemed to be unqualified or not responsible during any stage of the procurement process.
- Determine that any or all Respondents will not be qualified for further consideration and to notify such Respondents of the District's determination.
- Conduct an independent investigation of any information, including prior experience, identified in a Proposal by contacting project references, accessing public information, contacting independent parties, or any other means (including, but not limited to, visiting and examining any of the facilities referenced in the Proposals).
- Request additional information from a Respondent during the evaluation of its Proposal.
- Reject all responses to the RFP.
- Decide not to award a DB Contract as a result of this procurement process, for any reason.
- Determine that any or all of the Respondents will not be qualified for further consideration and notify such Respondents of the District's determination.
- At any time prior to execution of the DB Contract, amend the contract services, omit services therein, or include services not currently contemplated therein.
- Take all any action affecting the RFP process or the Project that is determined to be in the District's best interest.
- During the Proposal evaluation process, request copies of teaming agreements between the Respondent and participating firms making up the Respondent's team identified in the organizational chart.

7.5 Public Record

All responses to this RFP become property of the District and will be kept confidential (subject to the requirements of the California Public Records Act) until a recommendation for award of a contract has been announced. Submittals are subject to public inspection and disclosure under the California Public Records Act (Cal. Govt. Code Sections 6250 *et seq.*). Unless the information is exempt from disclosure by law, the content of any Proposal, request for explanation, or any other written communication between the District and any Respondent, and between District employees or consultants, regarding the procurement, shall be available to the public.

If a Respondent believes any communication contains trade secrets or other proprietary information that the Respondent believes would cause substantial injury to the Respondent's competitive position if disclosed, the Respondent shall request that the District withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. By submitting a Proposal with portions marked "confidential," a Respondent represents it has determined such portions qualify for exemption from disclosure under the California Public Records Act. A Respondent may not designate its entire Proposal as confidential. The District will not honor such designations and will disclose submittals so designated to the public.

If a Respondent requests that the District withhold from disclosure information identified as confidential, and the District complies with the Respondent's request, Respondent shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the District from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Respondent information), and pay any and all costs and expenses related to the withholding of Respondent information. Respondent shall not make a claim, sue, or maintain any legal action against the District or

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their directors, officers, employees, or agents concerning the withholding from disclosure of Respondent information. If Respondent does not request that the District withhold from disclosure information identified as confidential, the District shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the District.

In any event, the District shall have no liability to Respondent for making disclosures required by the California Public Records Act or other law, court order, legal proceeding discovery request, investigative demand, subpoena, or order from a regulatory body having jurisdiction over either of the parties (Legal Disclosure Requirements). Nothing contained herein shall be construed as requiring or obligating the District to withhold information in violation of the California Public Records Act or other laws or Legal Disclosure Requirements.

7.6 Obligation to Keep Project Team Intact

Respondents are advised that all Project Team members and Key Personnel identified in its Proposal shall remain on the Project Team for the duration of the procurement process, and for the duration of the DB Contract to the extent that their role is necessary for the delivery of the Project. If extraordinary circumstances require a change, it must be submitted in writing to the District Contact, who, at his or her sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the Respondent's control. Unauthorized changes to the Project Team at any time during the procurement process may result in elimination of the Respondent from further consideration. The District has no obligation to approve any requested change to the Project Team, and requested changes may cause the District to eliminate the Respondent from submitting a Proposal.

In the event that a Respondent decides to request a change, the request must be made as soon as feasible (to maximize the chances of the District approving the request) and the request shall be made in writing to the District Contact no later than ten (10) calendar days prior to the date Proposals are due in response to the RFP.

Respondents shall not substitute members of the Project Team except upon written approval by the District. District approval will be granted only subject to the requirements of this Section, and only if the District determines (in its sole discretion) that the proposed change does not decrease the Respondent's capability and experience with respect to its qualifications information that was submitted in the Respondent's Proposal.

7.7 Equal Opportunity

The District hereby notifies all Respondents that it will affirmatively insure that in any contract entered into pursuant to this procurement, minority business enterprises will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, creed, color, national origin, ancestry, sexual orientation, political affiliations or beliefs, sex, age, physical disability, medical condition, marital status, pregnancy, or other protected characteristic as set forth hereunder.

7.8 Appeal

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7.8.1 General

The District will entertain appeals regarding this RFP process only as set forth in this Section. The appeal process presented in this RFP will take precedence in the case of any conflict with the appeal processes contained in the District's Policies and Procedures.

The District will not entertain appeals regarding, or reconsider, substantive scores or determinations made in the evaluation process.

Appeals shall be in writing and hand delivered or sent via certified mail to be received by the District Contact within five (5) calendar days from receipt of the notice from the District advising of which Respondents are shortlisted. The District Contact will respond to an appeal in writing within ten (10) business days of receipt, and the District Director's determination shall be final.

The appeal procedures summarized in this Section are mandatory and comprise the sole and exclusive appeal procedures for this RFP. A Respondent's failure to comply with the procedures set forth herein will result in rejection of the appeal and constitute a waiver of any right to further pursue a protest or appeal (including, but not limited to, filing a Government Code claim or legal proceeding). If the District determines the appeal to be frivolous, the Respondent originating the appeal may be determined to be irresponsible and may be ineligible for future purchase orders and/or contracts.

7.8.2 RFP Content Appeal

Appeals may be based upon restrictive requirements or alleged improprieties in the RFP that are apparent or reasonably should have been discovered prior to the District's receipt of Proposals. Such appeals shall be written and hand delivered or sent via certified mail to be received by the District Contact at least fourteen (14) calendar days prior to the District's receipt of Proposals. The appeal must clearly specify in writing the grounds and evidence on which the appeal is based.

7.8.3 Other Appeals

Appeals may also be based upon alleged improprieties that are not apparent in the RFP or that could not reasonably have been discovered prior to the District's receipt of the Proposals. Such appeals are limited to: 1) the District's failure to follow its own appeal procedures set forth in this Section; and 2) other procedural errors in the RFP process. The appeal must clearly specify in writing the grounds and evidence on which the appeal is based. Such appeals shall be in writing and hand delivered or sent via certified mail to be received by the District Contact within five (5) calendar days from receipt of the notice from the District informing of the Successful Respondent.

In order to prevail on an appeal based on alleged improprieties not apparent in the RFP as described herein, a Respondent must demonstrate that an error was material and prejudicial to the Respondent's effort to become selected for participation in this Project. In other words, in order to prevail, the Respondent must demonstrate that but for the District's error, the Respondent would have been selected as the Successful Respondent.

If an appeal is received within five (5) business days from receipt of the notice from the District informing of the Successful Respondent, the District will proceed with the following process: 1) District provides a copy of the appeal to the Successful Respondent and, within five (5) business days of receipt, Successful Respondent may provide to the District a written response to the appeal; 2) within ten (10) business days thereafter, District prepares a written response to the appeal and to the Successful Respondent's response,

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if any, and provides the analysis to appellant and Successful Respondent; 3) within five (5) business days, appellant and Successful Respondent may provide written responses; 4) District sets a hearing date for a District Council determination on the appeal and prepares a written staff report and recommendation; 5) District staff notifies Successful Respondent and appellant of the date and time of the hearing and prepares and distributes a written record containing all documents necessary for the District Council determination and distributes the record to all parties; 6) District Council hearing in which Successful Respondent and appellant are provided full opportunity to present matter to District Council; 7) District Council renders a final determination.

7.9 Use of Information

Regardless of whether the District awards a DB contract, all Proposals submitted in response to this RFP, including, but not limited to, the data, information, concepts and ideas contained therein, will become the property of the District and the District shall have the right to use such Proposals in any manner or combination it so elects, without notice or the consent of the Respondent(s).

7.10 Preference for Equipment and Materials

The District has found that certain items are designated as District standards and certain items are designated to match existing items in use on a particular public improvement either completed or in the course of completion, or are available from one source. As to such items, District requires “no equal” for consideration. These items are detailed in RFP Volume 3.

7.11 Prevailing Wage

Respondents are hereby notified that pursuant to provisions of California Labor Code Section 1770, *et seq.*, the Respondent shall pay its employees the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations. Respondent is hereby notified that the Davis Bacon Act may also apply. In addition, the Respondent shall be responsible for compliance with the requirements of Section 1777.5 of the California Labor Code relating to apprentice requirements on public works contracts. In accordance with Section 1771.1 of the California Labor Code, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid Proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. In accordance with California Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7.12 Laws Governing Contract

The laws of the State of California shall govern the interpretation and enforcement of the DB Contract. Legal action may be instituted only in the Superior Court of the County of San Mateo, State of California or in the Federal District Court in the Northern District of California.

7.13 Adherence to All Local, State, and Federal Laws and Requirements

The Respondent shall adhere to all applicable federal, state, and local laws, ordinances, statutes, rules and regulations, and rulings or directives of any agencies having jurisdiction, including, without limitation, those relating to the environment (including, but not limited to, those promulgated by EPA, California Department of Public Health and San Mateo County Environmental Health Department), wages (including, payment of prevailing wages and/or timely submission of certified payrolls), hours, health and safety

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(including, but not limited to, those promulgated by CAL-OSHA and FED-OSHA), equal employment opportunity and working conditions or which pertain in any way to the Project and/or Respondent's scope of work on the Project.

**ATTACHMENT A
DEFINITION OF TERMS**

West Bay Sanitary District

District – The West Bay Sanitary District, a sanitary district organized and existing under the Sanitary District Act of 1923 (the “Sanitary District Act”, California Health & Safety Code § 6400, et seq.), located in Menlo Park, California.

DB Contract – The contract to be entered into between the District and DB Entity, including the contract, all of its attachments, the SOQ, Proposal, transaction forms, and all documents incorporated into the contract by reference therein, to perform the design-build contract services for the Project.

Design-Build (DB) - A project delivery method in which the detailed design; construction; selection and procurement of equipment, materials and services; and plant commissioning are completed by a single entity which is fiscally responsible for project implementation and plant performance.

Design-Build (DB) Entity - The entity that will enter into the DB Contract with the City and that will be the single point of accountability to the City for delivery of the services and the Project.

Design-Build (DB) Team – the DB Entity itself and the individuals and other entities/firms identified by the DB Entity as members of its team. Members shall include the Lead Contractor and Lead Designer (with the understanding that one or more of these entities will be the DB Entity), Key Personnel, any additional subcontractors and subconsultants included in the Proposal (including, but not necessarily limited to, Major Subcontractors/Subconsultants), and, if utilized in the Project, all electrical, mechanical, and plumbing contractors and subcontractors.

Facilities – The reference to the collective Project components that consists generally of certain Project Elements as described in RFQ Section 2.4.

Joint Venture - An association of two or more persons or businesses carrying out a single business enterprise for which purpose they combine their capital, efforts, skills, knowledge and/or property. Joint ventures must be established by written agreement.

Key Personnel - The individuals, employed by Design-Builder or other firm included on the Project Team, who would fill certain key roles in delivery of the Project and related services if Respondent is chosen as the Design-Builder, including the following positions: Project Manager, Design Manager, Operations Manager, On-Site Construction Superintendent, and Construction Manager.

Lead Contractor - The member of the Project Team having primary responsibility for construction services for the Project.

Lead Designer - The member of the Project Team having primary responsibility for design services for the Project.

Major Subcontractor/Subconsultant - Any entity on the Project Team that will perform specialized design or construction services for Project and/or will perform a minimum of ten percent (10 percent) of the project scope (by dollar value).

Project - The Recycled Water Project – Sharon Heights – Design Build Services Project that is the subject of this RFP and ultimate DB Contract. The Project is generally described in RFP Section 2, including, but not limited to, the Project Elements described in RFP Section 3.

Project Team - The DB Entity; the Lead Contractor and the Lead Designer (with the understanding that one or more of these entities will be the DB Entity); Key Personnel; and any additional subcontractors and subconsultants included in the SOQ.

Project Technical Specifications (Project Technical Requirements) - A contract document that is provided as part of the RFP that shall serve, in part, as the basis of the Respondents’ technical design proposals.

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Proposal - Shortlisted Respondents' response to the RFP issued by District, which shall consist of a detailed "best-value"- based proposal (i.e., cost, technical, and qualifications evaluated) for the Design-Build Project. The cost component of the Proposal will be submitted in a separate envelope and will consist of a guaranteed maximum price (GMP) that will be further defined in the RFP.

Price and Cost Proposal – To be included in the RFP (separate envelope) and shall contain the Guaranteed Maximum Design-Build Price, Operating and Training Period Cost Proposal, RWTP Life Cycle Net Present Worth.

Respondent - The entity responding to this RFP by submitting the Proposal, and the entity proposed as the DB Entity. and the entity/firm proposed as the DB Entity and that, if selected by the District, will enter into the DB Contract with the District for delivery of the Design-Build services and the Project.

Responsibility Requirements - The requirements set forth in the RFP that, at a minimum, must be satisfied (or waived by the District) in order for the Proposal to be evaluated and ranked according to the comparative evaluation criteria.

Responsiveness Requirements - The requirements set forth in the RFP that, at a minimum, must be satisfied (or waived by the District) in order for the Proposal to be evaluated and ranked according to the comparative evaluation criteria.

SHGCC – Sharon Heights Golf and Country Club, where the Recycled Water Treatment Plant will be located.

Shortlist – A limited list of Respondents selected by the District to compete in the RFP process.

Shortlisted Respondent – Those entities who submitted an SOQ in response to the RFQ and were invited to submit Design-Build Proposals in response to the RFP. The RFP is the second step in the District's two-step procurement process employed to procure a DB Entity for the Project.

Successful Respondent - The Respondent with the highest total Proposal score that will be offered the opportunity to serve as the DB Entity and negotiate the DB Contract for the Project.

Technical Requirements - The Project requirements provided as RFP Volume 3 that shall serve, in part, as the basis of the Respondents' Proposals (including Respondent's Price and Cost Proposal).

Work - All of the DB Entity's design, construction, and other services required by the DB Contract, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the DB Contract documents.

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ATTACHMENT B PROPOSAL SUBMITTAL FORMS

- 1. Affidavit of Authenticity**
- 2. Non-Collusion Declaration**
- 3. Contractor's Nondiscriminatory Employment Certificate**
- 4. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters**
- 5. Specifications of Major Equipment**
- 6. Guaranteed Maximum Price Design-Build Price Breakdown (to be submitted in accordance with Section 5.2.6)**
- 7. Maximum Drawdown Schedule and Milestones (to be submitted in accordance with Section 5.2.6)**
- 8. Operation and Training Period Cost Proposal (to be submitted in accordance with Section 5.2.7)**
- 9a. Basis for RWTP Life Cycle Net Present Value (to be submitted in accordance with Section 5.2.8)**
- 9b. RWTP Life Cycle Net Present Value ((to be submitted in accordance with Section 5.2.8)**

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FORM 1. AFFIDAVIT OF AUTHENTICITY

The following affidavit shall be executed, notarized, and submitted for each legal entity that is a member of the Respondent as identified in the Proposal.

State of California

County of San Mateo

Before me, the undersigned authority, personally appeared _____, who, having been by me duly sworn, made the following statement:

"I am authorized to make this affidavit on behalf of _____, a participating legal entity in the attached Proposal dated _____, 2016, and submitted in response to Request for Proposals (RFP) issued by the West Bay Sanitary District for the Recycled Water Project – Sharon Heights – Design Build (DB) Services, Project #1760.0, and associated DB Contracts. All information pertaining to _____ and provided in the attached Proposal is to the best of my knowledge, true and correct and if called upon to testify, I could testify competently thereto.

I acknowledge receipt of the Addenda to this RFP by identifying the following Addenda numbers and dates of receipt (if any): _____."

(Signature)

(Printed Name)

(Date)

(Design-Build Entity Member)

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FORM 2. NON-COLLUSION DECLARATION

NON-COLLUSION DECLARATION TO BE EXECUTED BY RESPONDENT (Respondent), LEGALLY NOTARIZED AND SUBMITTED WITH PROPOSAL

The undersigned declares:

I am the _____ [Insert Title] of _____, [Insert name of company, corporation, LLC, partnership or joint venture] the party making the foregoing Proposal.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. The Respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham Proposal. The Respondent has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham Proposal, or to refrain from responding. The Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Respondent or any other respondent, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other respondent. All statements contained in the Proposal are true. The Respondent has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a respondent that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the respondent.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [District], ___ [state].”

By: _____

Name: _____

Title: _____

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FORM 2. NON-COLLUSION DECLARATION Cont.
NOTARY SEAL

State of California)
) ss.
County of _____)

On _____ before me, _____,
Date Name and Title of the Officer

Notary Public, personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the persons(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(notary seal or stamp)

Notary's Signature

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FORM 3. CONTRACTOR'S NONDISCRIMINATORY EMPLOYMENT CERTIFICATE

A. Certificate Generally

Consistent with a policy of nondiscrimination in employment on contracts of the West Bay Sanitary District ("District") and in furtherance of the provisions of Section 1735 and 1777.6 of the California Labor Code a "contractor's obligation for nondiscriminatory employment certificate" as hereinafter set forth shall be attached and incorporated by reference as an indispensable and integral term of all bid specifications and contracts of the District for purchases, services, and the construction, repair, or improvement of public works.

B. Contents of Certificate

The Respondent's obligation for nondiscriminatory employment is as follows:

1. The Respondent will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. The Respondent will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Respondent agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the District setting forth the provisions of this nondiscrimination clause.
2. The Respondent will, in all solicitations or advertisements for employees placed by or on behalf of the Respondent, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.
3. The Respondent will send to each labor union or representative of workers, with which he/she/it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the District advising the said labor union or workers' representative of the Respondent's commitments under this provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Respondent will permit access to his/her/its records of employment, employment advertisements, application forms, and other pertinent data and records by the District, the Fair Employment Practices Commission, or any other appropriate agency of the State designated by the District for the purposes of investigation to ascertain compliance with the Respondent's Obligation

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for Nondiscriminatory Employment provisions of this contract, or Fair Employment Practices statute.

5. A finding of willful violation of the nondiscriminatory employment practices article of this contract or of the Fair Employment Practices Act shall be regarded by the District as a basis for determining that as to future contracts for which the Respondent may submit bids, the Respondent is a "disqualified bidder" for being "nonresponsible". The District shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Respondent has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of any such written notice, the District shall notify the Respondent that unless he/she/it demonstrates to the satisfaction of the District within a stated period that the violation has been corrected, he/she/it shall be declared a "disqualified bidder" until such time as the Respondent can demonstrate that he/she/it has implemented remedial measures, satisfactory to the District, to eliminate the discriminatory employment practices which constituted the violation found by the Fair Employment Practices Commission.

6. Upon receipt from any person of a complaint of alleged discrimination under any District contract, the District Administrator shall ascertain whether probable cause for such complaint exists. If probable cause for the complaint is found, the District Administrator shall request the District Board to hold a public hearing to determine the existence of a discriminatory practice in violation of this contract.

In addition to any other remedy or action provided by law or the terms of this contract, the Respondent agrees that, should the District Board determine after a public hearing duly noticed to the Respondent that the Respondent has not complied with the nondiscriminatory employment practices provisions of this contract or has willfully violated such provisions, the District may, without liability of any kind, terminate, cancel, or suspend this contract, in whole or in part. In addition, upon such determination the Respondent shall, as a penalty to the District, forfeit a penalty of \$25.00 for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance. Such moneys shall be recovered from the Respondent. The District may deduct any such penalties from any moneys due the Respondent from the District.

7. The Respondent certifies to the District that he/she/it has met or will meet the following standards for positive compliance, which shall be evaluated in each case by the District:
 - a. The Respondent shall notify all supervisors, foremen and other personnel officers in writing of the content of the nondiscrimination provision and their responsibilities under it.
 - b. The Respondent shall notify all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the nondiscrimination provision.
 - c. The Respondent shall file a basic compliance report as required by the District. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also specify the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.

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- d. The Respondent shall notify the District of opposition to the nondiscrimination provision by individuals, firms, or organizations during the period of this contract.
- 8. Nothing contained in this Respondent's Obligation for Nondiscriminatory Employment Certificate shall be construed in any manner to prevent the District from pursuing any other remedies that may be available at law.
- 9. The Respondent certifies to the District that he/she/it will comply with the following requirements with regard to all subcontractors and suppliers:
 - a. In the performance of the work under this contract, the Respondent will include the provisions of the foregoing paragraphs (1) through (8) in all subcontracts and in any supply contract to be performed within the State of California, so that such provisions will be equally binding upon each subcontractor and each supplier.
 - b. Respondent will take such action with respect to any subcontract or purchase order as the District may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Respondent becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction by the District, the Respondent may request the District to enter into such litigation to protect the interests of the District.

I declare under penalty of perjury that the foregoing is true and correct.

(Date and Place)

Signature

Name of Respondent

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FORM 4. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

This certification must be completed for your Proposal to be considered.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. The Respondent and/or any of its Principals, contractors, subcontractors and sub recipients are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of or voluntarily excluded from participating in contracts by any Federal agency and are not presently on the Excluded Parties List System (EPLS) or being considered for the EPLS;
2. "Principals," for the purpose of this certification, means officer; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; head of a subsidiary, division, or business segment, and similar position);
3. The Respondent also certifies that if awarded a contract it shall provide immediate written notice to the District if, at any time, the Respondent learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
4. A certification that any of the items in this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Respondent's responsibility. Failure of the Respondent to furnish a certification or provide such additional information as requested by District may render the Respondent non-responsive;
5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Respondent is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings; and
6. The certification of this provision is a material representation of fact upon which reliance was placed when qualifying respondents and making award. If it is later determined that the Respondent knowingly rendered an erroneous certification, in addition to other remedies available to the District may terminate the contract resulting from this solicitation for default and pursue any other available legal remedies.

By signing below, I declare under penalties of perjury that the forgoing certifications and assurances, and any other statements made by me are true and correct.

Name (typed): _____

Signature: _____

Title: _____

Date: _____

Name of Company: _____

Proposal No.: _____

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FORM 5. SPECIFICATIONS OF MAJOR EQUIPMENT

Specifications of Major Equipment ⁽¹⁾

(Copy and complete this form for all equipment with a cost greater than or equal to \$10,000.

Attach additional pages if necessary)

General Information

Respondent-Specific Information

Name of Equipment/System

Manufacturer

Country of Manufacturer

Identification/Model No.

Number of Units

Analytical/Instrumentation
Requirements

Control Description

Design/Operational Parameters⁽²⁾

Respondent-Specific Information⁽³⁾

Unit Capacity

Size/Dimensions

Power Requirements/Voltage

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<u>Component</u> ⁽⁴⁾	<u>Materials of Construction</u> ⁽⁵⁾	<u>Respondent-Specific Information</u>

Other Features

Notes:

- (1) Respondent shall duplicate this form for all major equipment and systems required. More than one manufacturer may be named for each piece of equipment or system.
- (2) Respondent shall include all additional parameters regarding the design and operational requirements that are applicable to the given system and/or equipment. This shall include items such as flow, volume, ratios, and/or other appropriate measurements.
- (3) Respondent-specific information for design and operational parameters shall include the appropriate measurements and units (e.g., MGD, volts, ft², etc.).
- (4) Respondent shall identify each major component of the equipment and system (e.g., structure, floors, enclosures, cores, etc.).
- (5) Respondent shall identify the corresponding material of the component (e.g., concrete, metal type, etc.).

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FORM 6. GUARANTEED MAXIMUM DESIGN-BUILD PRICE BREAKDOWN

(TO BE SUBMITTED IN ACCORDANCE WITH RFP SECTION 5.2.6)

PROPOSED GUARANTEED MAXIMUM DESIGN-BUILD PRICE

Planning and Design:

Engineering and Design Costs	\$	
Site Surveys, Borings, etc.	\$	
Potholing	\$	
Permitting and MMRP Measures	\$	
Securing Financing for Construction	\$	
Other (Specify): _____	\$	
_____	\$	
Subtotal		\$ _____

Element 1 - Influent Pump Station:

Sheeting and Shoring	\$	
Traffic Control	\$	
All Other Work:	\$	
Subtotal		\$ _____

Element 2 – Force Mains and Gravity Sewers:

Sheeting and Shoring (Trench Safety)	\$	
Surface Restoration	\$	
Utility Relocation (Allowance)	\$50,000	
Traffic Control	\$	
All Other Work	\$	
Subtotal		\$ _____

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PROPOSED GUARANTEED MAXIMUM DESIGN-BUILD PRICE

Element 3 – Satellite Recycled Water Treatment Plant:

Sheeting and Shoring	\$
Traffic Control	\$
All Other Work	\$
Subtotal	\$

Element 9 - Start-up Commissioning and Operational Demonstration Period:

Start Up and Commissioning, Including Testing	\$
Operational Demonstration Period	\$
Other (specify): _____	\$
_____	\$
Subtotal	\$

Other Direct and Indirect Costs:

Mobilization	\$
Additional Staging Area, as needed	\$
Administrative	\$
Required Design-Build Period Insurance	\$
Design and Construction Document Management Software	\$
Record Drawings	\$
Other (specify): _____	\$
Subtotal	\$

TOTAL PROPOSED GUARANTEED MAXIMUM DESIGN-BUILD PRICE⁽¹⁾

\$ _____

Notes: (1) The proposed Guaranteed Maximum Design-Build Price shall be in current dollars (as of Proposal Submittal Date) and include all Project costs.

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FORM 7. MAXIMUM DRAWDOWN SCHEDULE AND MILESTONES

(TO BE SUBMITTED IN ACCORDANCE WITH RFP SECTION 5.2.6)

	MAJOR MILESTONES	MAXIMUM AMOUNT	% OF GUARANTEED MAXIMUM DESIGN-BUILD PRICE
Calendar Days From Contract Date			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Project Acceptance	Successful Completion of Project Acceptance (Acceptance Date)		
	TOTAL FIXED DESIGN-BUILD PRICE	\$	100%
	MAXIMUM GUARANTEED CONSTRUCTION PERIOD FROM NOTICE TO PROCEED TO ACCEPTANCE DATE		calendar days

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FORM 8. OPERATION AND TRAINING PERIOD COST PROPOSAL

(TO BE SUBMITTED IN ACCORDANCE WITH RFP SECTION **Error! Reference source not found.7)**)

Item	Cost Proposal
<p>OPERATION AND TRAINING PERIOD COST</p> <p>Including all labor, chemicals and other consumables, electricity charges and other costs required to fully operate, repair, monitor and maintain the treatment facility and all other activities required to produce recycled water conforming to the water quality requirements of the Project in amounts less than or equal to an average of 0.35 MGD. The Operation and Training Period Cost Proposal shall be inclusive of all costs for the entire 6-month Operation and Training Period.</p>	<p>\$ _____</p>
<p>NET MONTHLY OPERATION COST</p> <p>The Net Monthly Operation Cost shall be applied for each 10,000 gallon increment, or fraction thereof, above an average of 0.35 MGD of recycled water produced, delivered to the golf course pond and meeting all water quality requirements of the Project. Treated water not meeting water quality requirements or water "wasted" to the discharge sewer without the written approval of the District shall not be counted towards the sum of water produced in a given calendar month. The cost shall be assessed on a calendar month basis.</p>	<p>\$ _____</p>

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FORM 9a. BASIS FOR RWTP LIFE CYCLE NET PRESENT VALUE

(TO BE SUBMITTED IN ACCORDANCE WITH RFP SECTION Error! Reference source not found.8)

Form 9a is used to provide the basis for life cycle net present value, as defined below. Form 9a shall not include any cost information. The basis for all costs shall be the Hypothetical Water Production Schedule presented in Section 5.2.7. For each category of cost below, provide sufficient detail to demonstrate the considerations that the Respondent has taken into account in developing the estimates. Attached additional pages as required.

LABOR

Specify the per annum number of labor hours required to routinely operate and maintain the RWTP in accordance with RFP Section 5.2.8. Provide summary details of how these hours are spent over the course of a year.

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Form 9a, Page 1

ROUTINE MAINTENANCE

Provide basis for costs shown on Form 9b in accordance with RFP Section 5.2.8.

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Form 9a, Page 2

CHEMICAL USAGE

Provide basis for costs shown on Form 9b in accordance with RFP Section 5.2.8. Specify all chemicals used at the proposed RWTP and annual usage.

Form 9a, Page 3

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ENERGY USAGE

Provide basis for costs shown on Form 9b in accordance with RFP Section 5.2.8. Specify annual energy usage in kilowatt-hours (kWh).

MEMBRANE REPLACEMENT

Provide basis for costs shown on Form 9b in accordance with RFP Section 5.2.8. Specify membrane replacement frequency (warranty), parts and materials included in replacement costs, and labor hour requirements to obtain a fully functional and renewed membrane system.

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FORM 9b. RWTP LIFE CYCLE NET PRESENT VALUE

(TO BE SUBMITTED IN ACCORDANCE WITH RFP SECTION Error! Reference source not found.8)

Line	Description	Value
LABOR		
A	Total Annual Labor Hours from Form 9a	hours
B	Hourly Rate for Labor Hours	\$120
C	Total Annual Labor Cost [C = A x B]	\$
ROUTINE MAINTENANCE		
D	Total Annual Routine Maintenance Cost	\$
CHEMICAL USAGE		
E	Total Chemical Usage Cost	\$
ENERGY USAGE		
F	Total Annual Energy Usage from Form 9a	kWh
G	Energy Usage Unit Cost	\$0.13 / kWh
H	Total Annual Energy Cost [H = F x G]	\$
MEMBRANE REPLACEMENT		
I	Membrane Replacement Life (Warranty Period)	Years
J	Total Membrane Replacement Cost	\$
K	Salvage Value at End of 20-Year Cycle	(\$)

TOTAL 20-YEAR RWTP LIFE CYCLE NET PRESENT VALUE¹ = \$ _____

¹The net present value life cycle cost shall be calculate as defined in RFP Section 5.2.8. Apply membrane replacement costs and the end of the last year of each service life cycle. Apply membrane salvage value, if any, at end of the 20th year. All other costs are applied end at end of each year (20 years total).