

**WEST BAY SANITARY DISTRICT**



**REQUEST FOR PROPOSALS**

**Project #1763.0**

To Provide  
Bayfront Recycled Water Facility Project  
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, June 6, 2024**

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

# West Bay Sanitary District

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**Attachments**

- 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 and construct the Bayfront Recycled Water Facility Project (Project) at the District's decommissioned Bayfront Wastewater Treatment Plant (WWTP) and current Flow Equalization and Resource Recovery Facility (FERRF) site 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](http://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 District is soliciting proposals from the following Respondents (in alphabetical order):

- Anderson Pacific / Water Works Engineers

**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. An exception is made for the addition of team members in order to provide operations services for the initial 12-month operating period, as described in this RFP.**

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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 own and operate a recycled water plant at Sharon Heights Golf and Country Club with a production capacity of approximately 0.5 mgd.

The District is implementing “Bayfront Recycled Water Facilities Project” to construct a 0.6 million gallons per day (MGD), expandable to 1.0 MGD in the future, recycled water treatment plant (RWTP) at the site of the decommissioned Bayfront Wastewater Treatment Plant (WWTP) and current Flow Equalization and Resource Recovery Facility (FERRF). site in Menlo Park, San Mateo County, California, recycled water distribution line, and influent wastewater pumping station and force main (PS/FM) and related improvements.

The current project involves the construction of satellite treatment facilities designed to produce 0.6 MGD of recycled water (per Title 22 standards), with provisions for a Phase 2 expansions to 1.0 MGD, an influent pump station to divert flow to the treatment facility, approximately 2,500 lineal feet of raw wastewater force main, approximately 2,500 lineal feet of pipeline to return waste flows to the collection system, and an approximately 14,500-foot recycled water distribution pipeline to convey flow to recycled water customers in the Bayfront area.

### 2.2 District Owner’s Advisor

The District has retained Woodard & Curran (W&C) to serve as the District's Owner's Advisor. In this capacity, W&C 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 customers in the Bayfront area.
- To complete all Project elements in a timely manner, allowing delivery of recycled water to initial recycled water customers no later than March 2027.
- 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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- To leverage the District's investment in the existing recycled water treatment facility at the Sharon Heights Golf & Country Club to provide a consistent design approach for this new project.

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 \$55 million for design, construction, and commissioning of all Project facilities. 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 12-month 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. Additional funding through the State's Proposition 1 Water Recycling loan is being considered by the District.

## **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 no later than March 2027. 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 satisfactory completion of all contract requirements, the District will review the Project for acceptance. Following acceptance, the DB Entity will begin a 12-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 July 2024.

## **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 (12 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 but not yet secured 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 materials, 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 in both AutoCAD (latest release) and to-scale pdf format.

Operating services shall generally consist of the following:

- Provide all materials, chemicals, labor, etc. to operate the treatment plant for a period of 12 months following successful startup, commissioning and performance verification testing, which includes providing an appropriately licensed and certified Lead Plant Operator and sufficient staff to operate the plant without District personnel.
- Formal and informal training on plant operation for District staff

### **3.2 Roles and Responsibilities**



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**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 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 12-month operation period. DB Entity responsibilities generally include the following, as ultimately defined in the contractual agreement between the District 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 WBSD for access to Project site and to additional property and easement owners for construction access to the properties and right-of-way.
- 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.

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- Maintain site security.
- 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 12-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.

- Volume 3A of RFP Volume 3 consists of the technical narratives for each Project Element and the appendices to this volume contain technical data and background documents for use by the DB Entity as defined in Volume 3A.
- Volume 3B of RFP Volume 3 contains the Project Drawings

**Project Element 1:** Influent Pump Station

**Project Element 2:** Force Mains and Gravity Pipelines

**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

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**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 # 01763.0 – Bayfront Recycled Water Project Design Build (DB) Services.” All questions or comments should be directed to the District Contact as follows:

Phone: (925) 627-4100

Email: [BayfrontRW@woodardcurran.com](mailto:BayfrontRW@woodardcurran.com)

No contact with other District staff, District Board members or any public official concerning the Project during the procurement process is allowed, outside of official committee meetings and site visits. No oral communications from the District Contact or other individual is binding. Questions and answers will be addressed via written response and addenda, if required, all through the District website. 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 (all Pacific)
RFP and Draft DB Contract Issued to Shortlisted Respondents	April 2, 2024	Not Applicable
Pre-Proposal Meetings (initial)	April 11, 2024	Not Applicable
Proposal Submittal Deadline	June 6, 2024	3:00 PM
Interview/Discussion with DB Entity	June 19, 2024	TBD
DB Contract Negotiations Complete	July 1, 2024	Not Applicable
District Board Approval of DB Contract Award	July 11 <sup>th</sup> , 2024	Not Applicable
Notice to Proceed	July 18 <sup>th</sup> , 2024	Not Applicable

### 4.3 Site Access Period

The majority of the Project Facilities are publicly accessible. The District will provide access to Project Facilities located at the District’s Bayfront Wastewater Treatment Plant (WWTP) and current Flow Equalization and Resource Recovery Facility (FERRF). 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 at all times. 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 Pre-Proposal Meetings

The District will hold one or more meetings with each Respondent prior to the Proposal Submittal Deadline, the purpose of such meeting being to give each Respondent 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 its project approach ideas and to obtain input from District; and (c) discuss comments pertaining to the Draft DB Contract (RFP Volume 2). A Pre-Proposal meeting has been tentatively scheduled for April 11, 2024, and additional meetings may be requested during the proposal period (but are not guaranteed).

Respondent shall note the preliminary design of the influent pump station and force main (Project Element 1 and 2) are 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 technical 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 may be rejected in order to maintain uniformity across all similar District facilities.

However, as noted in Section 12, the District has established a firm budget for design and construction of all facilities included in Phase 1 of the Project. 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. Therefore, the District will consider alternative construction methods, details and standards presented by each Respondent in meetings held during the pre-proposal period. For additional information, see Section 4.14.1.

Respondent shall provide written comments or suggestions regarding the Draft DB Contract, if any, at the first pre-proposal meeting to allow time for review by the District prior to the proposal due date.

No information resulting from the meeting shall act to modify the RFP unless such modifications are made by Addendum. 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 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 Oral Presentation

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The District will receive an oral presentation from each Respondent that submits a Proposal. The time with each respective Respondent will consist of an oral presentation by the Respondent and a question and a discussion period to follow. An agenda for the 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 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

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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, Technical appendices 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
  - The purpose of this document is to provide descriptions of the Project Elements of the Bayfront Recycled Water Project, 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 relatively

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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 be largely in line with the concepts demonstrated in the associated drawings in Volume 3B; while the DB Team will be responsible for adding detail and vetting the technical design presented in the preliminary plans. 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 varies 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.

While it is the District's intention 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. Also, as noted in Volume 3A, the District would prefer, to the extent possible, to maximize design elements and standards in use at Sharon Heights Recycled Water Facility to provide equivalent operation at the Bayfront Recycled Water Facility. Full record documents for the Sharon Heights Recycled Water Facility are available to Respondents upon request.

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). Such written approval shall not be required for standards or details that are clearly used and established within the Sharon Heights Recycled Water Facility record drawings.

#### **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.

Geotechnical background data is available in Volume 3A. This documentation provides data and general findings only to assist DB Entity in understanding subsurface conditions at each site, including the presence of Bay Mud within the Project area. It is the responsibility of DB Entity to interpret this data and determine how it is used in final design, and if supplemental data collection by the DB Entity is required 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



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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. Additional geotechnical investigation within rights-of-way owned by others shall be coordinated and permitted by the DB Entity and shall only be performed when/if appropriate permits are obtained.

Survey Data (AutoCAD) used in the development of this preliminary design is provided in CADD format and described in Volume 3A. 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 in and described within Volume 3A. 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 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; (f) study and carefully correlate Respondent's observations with the Technical Requirements; and (g) thoroughly review the record documents for the Sharon Heights Recycled Water Facility (available upon request) to understand existing standards and operation at that site to be consistent with the Bayfront Recycled Water Facility. 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 this initial pre-proposal meeting.** 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 **June 6th, 2024 at 4:00 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 June 6th, 2024 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 #1763.0, Bayfront Recycled Water Project – Design-Build (DB) Services"** on its face.

The Price and Cost Proposals (described in Sections 5.2.5 through 5.2.7) 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 #1763.0, Bayfront Recycled Water Project – 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, only the first submittal from the firm or association will 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: Recycled Water Treatment Plant*

*Subsection 2.4 - Project Element 4: SCADA & Electrical Service*

*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*

- 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.
2. An Executive Summary of the Proposal, with no references whatsoever to the Price and Cost Proposal.

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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. This shall include the addition of team members required to address the RFP requirements for a 12-month training and operation period, as described in the RFP, which has been added to the Project scope since SOQs were submitted.

***For all Team members, include evidence of current licensing as described in Section 4. Failure to provide evidence of current licensing may be grounds for disqualification.***

Any changes to the Respondent's Project Team from the SOQ are subject to acceptance or rejection by the District, at its sole discretion, with the exception of additions to the team to accommodate the 12-month training and operating period. If the Respondent's Project Team has not changed from the SOQ (with the exception of the Project Team added for the 12-month training and operations period), 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 Bayfront Recycled Water Project – 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 as presented in the Respondent's SOQ (Lead Contractor and Lead Designer) are allowed, and no changes to the Key Personnel as represented in the Respondent's SOQ are allowed, with the exception of Project Team additions to reflect the 12-month training and operating period. If extenuating circumstances require a change to any of the primary member organizations or Key Personnel as previously submitted in its SOQ, 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

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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.*
- *Section 22164(c)(1) of the California Public Contract Code specifies that a DB Entity shall not be prequalified or short-listed unless the entity provides an enforceable commitment to the local agency that the entity and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades, in accordance with Chapter 2.9 (commencing with Section 2600) of Part 1.*

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. This shall include additional to the team to provide the request 12-month period of operation for the completed plant:

- 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. This shall include the addition of a Leader Operator and other key elements of the proposed team to address the 12-month training and operations period as defined in this RFP.
- 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 (as defined in Section 4) for any additional or new personnel that the Respondent proposes as part of its Project Team that were not identified in the SOQ. This shall include the addition of a Leader Operator and other key elements of the proposed team to address the 12-month training and operations period as defined in this RFP.
- Provide the level of commitment (percent time) for every member of the Project Team for each phase of the Project (design, construction and training/operation period).
- Describe Respondent's approach if key personnel are no longer employed during the course of the Project. Refer to Section 7.6 for additional information.

## ***Subsection 1.2 - Design-Build Coordination and Management***

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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, Operations Leads 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:

- 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, including both the initial design/construction periods and the 12-month training and operations period.
- Maintaining safe work sites is the sole responsibility of the selected DB Entity. Provisions of the information provided herein do 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 and leverage the standards and details

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established by the Sharon Height Recycled Water Project, 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 of 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). Note that no such written approval is required if the deviation is clearly present within the Sharon Height Recycled Water Project record documents provided, however, that such deviation shall be prominently called out in the Respondent's proposal. 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***

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.
- 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 influent pump station to the Bayfront RWTP headworks.
- c. The collected waste return pipeline to return process waste to the collection system.



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d. The recycled water distribution system pipeline

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 (topographic data provided in Section B) showing alignment and resolution of critical utility and right of way conflicts
- e. Dewatering plan and groundwater disposal plan.

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

A new, 0.6 MGD satellite treatment plant (expandable to 1.0 MGD in Phase 2) will be constructed at the decommissioned Bayfront WWTP, treating raw wastewater and conveying it to customers in the Bayfront area. 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
- d. Approach to water quality requirements
- e. Approach to permitting (Title 22 Engineer's Report) and regulatory compliance testing
- 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 layouts (building layouts)
  - xi. Architectural elevations and/or renderings
  - xii. Electrical diagrams, power and signal plan, and control schematics

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## ***Subsection 2.4 - Project Element 4: Supervisory Control and Data Acquisition and Electrical Service.***

DB Entity shall be responsible for the design and implementation of the SCADA and electrical service for the Project, consistency with utility/provider requirements and District standards. 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. Approach to coordination with PG&E for electrical services
- b. Radio survey approach
- c. SCADA software and programming approach
- d. Sample screens for satellite treatment local control and remote monitoring
- e. 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 preliminary 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:

- 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

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- 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 DB Entity's 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 12-month Operation and Testing period.

Subsection 2.8 should include the following:

- 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 12 months following successful project testing and acceptance and a 30-day Operational Demonstration, and for training District staff formally over the course of the 12-month period in accordance with the requirements of RFP Volume 3, including the following:
  - 1) Approach to operation and maintenance for 12 months following Project acceptance.
  - 2) Discussion of qualifications of proposed operations staff
  - 3) Approach to training of District staff
  - 4) Should the District determine that District staff can assist in the operation of the plant, approach to utilizing District staff and impact on DB Entity staffing levels.

Absolutely no cost information is allowed in this subsection.

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Note: Respondent Project Acceptance/Startup Lead/Coordinator/Operator 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 of 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.

The District is interested in the potential for Project additions to offset energy usage at the RWTP, for example by emphasizing incorporation of photovoltaic power generation and energy storage within the Project footprint. Such additions would be particularly attractive to the District if they leverage existing grant or incentive programs from municipalities or utilities to offset the cost of adding these elements to the Project. Respondent shall address the potential for these inclusions in Section 2.10 and include a proposed approach for consideration by the District.

## ***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 and Permitting 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; and (e) demonstrate that the permitting schedule supports the proposed construction schedule for permits to be obtained by the DB Entity.

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 7 and 8**). 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 12-month initial operating period (see **Project Element 9** and **Proposal Form 9**) 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.

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 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 AND 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 the 12-month operations and training and period to be provided the DB Entity, including all labor, chemicals and other consumables, electricity charges, in-house and external laboratory testing and supplies 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. DB Entity shall prepare all required reports to regulatory agencies demonstrating operational performance of the RWTP through this operating period. The Operation and Training Period Cost Proposal shall be inclusive of all costs for the entire 12-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 0.6 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 0.6 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 0.6 MGD of recycled water produced, delivered to storage or customers 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 0.6 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 9 – 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.**

## **6. Proposal Evaluation**

### **6.1 General**

The Proposals, excluding the Price and Cost Proposals, 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. 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.

### **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:

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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
<b>Section 1 - Project Plan</b>	<b>100</b>
<b>Section 2 - Technical Design Approach</b>	<b>800</b>
<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
<b>Section 3 – Construction, Sequencing and Scheduling</b>	<b>100</b>
<b>Section 4 – Price and Cost Proposal</b>	<b>1,000</b>
<i>Guaranteed Maximum Design-Build Price Proposal</i>	800
<i>Operation and Training Period Cost Proposal</i>	200
<b>Total Possible Score</b>	<b>2,000</b>

### 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).

### 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 7, 8 and 9) to determine responsiveness.

#### 6.5.1 Guaranteed Maximum Design-Build Price



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*Note: The GMP will be scored only in the event that more than one proposal is received. If only one proposal is received, the GMP will be used only for comparison to the District's available budget and referenced through negotiations.*

If more than one proposal is received:

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 9) to determine responsiveness.

The Operational and Training Cost Proposal will be scored only in the event that more than one proposal is received. If only one proposal is received, the Operational and Training Cost Proposal will be used only for comparison to the District's available budget and referenced through negotiations.

If more than one proposal is received:

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;

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- C: Maximum number of cost points possible; and
- D: Respondent's score (rounded up or down to nearest whole number).

### **6.6 Final Selection**

After the evaluation process is complete, 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, and in the event that more than one proposal is received, 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.

### 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 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 announcing 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

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**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 District and that will be the single point of accountability to the District 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, Construction Manager, and Operations Lead.

**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** - Bayfront Recycled Water Project – 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.

# West Bay Sanitary District

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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.

**RWTP** – Recycled Water Treatment Plant, also known as Satellite Treatment Plant or Recycled Water Treatment Facility

**RWTF** – Recycled Water Treatment Facility, also known as Satellite Treatment Plant or Recycled Water Treatment Plant

**SHGCC** – Sharon Heights Golf and Country Club, where the District's existing recycled water treatment plant is 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.

**ATTACHMENT B  
PROPOSAL SUBMITTAL FORMS**

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

# West Bay Sanitary District

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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 \_\_\_\_\_, 2024, and submitted in response to Request for Proposals (RFP) issued by the West Bay Sanitary District for the Bayfront Recycled Water-Design Build (DB) Services, Project #1763.0, 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)

# West Bay Sanitary District

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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: \_\_\_\_\_

# West Bay Sanitary District

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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)

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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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# West Bay Sanitary District

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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/they/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

## West Bay Sanitary District

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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/they/it shall be declared a "disqualified bidder" until such time as the Respondent can demonstrate that he/she/they/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/they/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.

## West Bay Sanitary District

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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

# West Bay Sanitary District

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## **FORM 4. CERTIFICATION REGARDING USE OF SKILLED AND TRAINED WORKFORCE**

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

In accordance with California Public Contract Code Section 22164(c)(1) the undersigned certifies, to the best of his or her knowledge and belief, that Respondent, on behalf of itself and/or any of its Principals, contractors, subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades, in accordance with Chapter 2.9 (commencing with Section 2600) of Part 1 of the California Public Contract Code.

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.: \_\_\_\_\_

# West Bay Sanitary District

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## **FORM 5. 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, 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.: \_\_\_\_\_

# West Bay Sanitary District

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## **FORM 6. SPECIFICATIONS OF MAJOR EQUIPMENT**

### **Specifications of Major Equipment <sup>(1)</sup>**

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

*Attach additional pages if necessary)*

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#### **General Information**

#### **Respondent-Specific Information**

Name of Equipment/System

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Manufacturer

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Country of Manufacturer

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Identification/Model No.

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Number of Units

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Analytical/Instrumentation  
Requirements

---

Control Description

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#### **Design/Operational Parameters<sup>(2)</sup>**

#### **Respondent-Specific Information<sup>(3)</sup>**

Unit Capacity

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Size/Dimensions

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Power Requirements/Voltage

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# West Bay Sanitary District

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

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**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, ft<sup>2</sup>, 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.).

# West Bay Sanitary District

## **FORM 7. 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, Geotechnical Borings, etc.	\$	
Potholing	\$	
Permitting and MMRP Measures	\$	
Securing Financing for Construction	\$	
Other (Specify): _____	\$	
_____	\$	
<b>Subtotal</b>		\$ _____

#### **Element 1 - Influent Pump Station:**

Sheeting and Shoring	\$	
Traffic Control	\$	
All Other Work:	\$	
<b>Subtotal</b>		\$ _____

#### **Element 2 – Force Mains and Gravity Pipelines:**

Sheeting and Shoring (Trench Safety)	\$	
Surface Restoration	\$	
Utility Relocation (Allowance)	\$100,000	
Traffic Control	\$	
All Other Work	\$	
<b>Subtotal</b>		\$ _____



# West Bay Sanitary District

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## PROPOSED GUARANTEED MAXIMUM DESIGN-BUILD PRICE

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### Element 3 – Satellite Recycled Water Treatment Plant:

Sheeting and Shoring	\$	_____
Traffic Control	\$	_____
All Other Work	\$	_____
<b>Subtotal</b>	\$	_____

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

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

### 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): _____	\$	_____
<b>Subtotal</b>	\$	_____

### TOTAL PROPOSED GUARANTEED MAXIMUM DESIGN-BUILD PRICE<sup>(1)</sup>

\$ \_\_\_\_\_

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



# West Bay Sanitary District

## FORM 9. OPERATION AND TRAINING PERIOD COST PROPOSAL

(TO BE SUBMITTED IN ACCORDANCE WITH RFP SECTION 5.2.7)

Item	Cost Proposal
<p><b>OPERATION AND TRAINING PERIOD COST</b></p> <p>Including all labor, chemicals and other consumables, and other costs (excluding electricity charges) 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 0.6 MGD. The Operation and Training Period Cost Proposal shall be inclusive of all costs for the entire 12-month Operation and Training Period. Includes in-house and external laboratory testing and regulatory reporting to support all facility permits through the operation and training period.</p>	\$ _____
<p><b>NET MONTHLY OPERATION COST</b></p> <p>The Net Monthly Operation Cost shall be applied for each 10,000 gallon increment, or fraction thereof, above an average of 0.6 MGD of recycled water produced, stored and/or conveyed to the collection system 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>	\$ _____