REQUEST FOR QUALIFICATIONS
FOR PROGRESSIVE DESIGN-BUILD SERVICES
FOR
THE EAST COUNTY ADVANCED WATER PURIFICATION PROJECT

PACKAGE #2:
ADVANCED WATER PURIFICATION PIPELINE, DECHLORINATION FACILITY, AND LAKE JENNINGS RESERVOIR INLET

Request for Qualifications Issuance Date: January 24, 2020
Statement of Qualifications Due Date: March 18, 2020
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Attachment A: Draft Term Sheet
Attachment B: Design-Build Minimum Qualification Requirements
Attachment C: RFQ Forms
Attachment D: Project Schedule
Attachment E: Conflict of Interest Policy
Section 1: Introduction

1.1 General Introduction
The East County Advanced Water Purification (ECAWP) Joint Powers Authority (JPA) invites qualified Design-Builders to submit a Statement of Qualifications (SOQ). The JPA desires to implement a potable reuse program to supply advanced treated recycled water to East San Diego County. At this time, the JPA seeks qualified entities to design and build a new Advanced Water Purification (AWP) Pipeline, Dechlorination Facility, and new Lake Jennings Reservoir Inlet through a Progressive Design-Build contract (DB Contract).

1.2 RFQ Organization
This Request for Qualifications (RFQ) consists of eight sections and four Attachments.

- Section 1: Introduction
- Section 2: Project Overview
- Section 3: Project Delivery Approach
- Section 4: Risk Allocation and Key Contract Provisions
- Section 5: Requests for Information
- Section 6: Procurement Process and Schedule
- Section 7: Evaluation Process, Criteria, and Submittal Requirements
- Section 8: Limitations
- Attachment A: Draft Term Sheet
- Attachment B: Design-Builder Minimum Qualification Requirements
- Attachment C: RFQ Forms
  - C.1 Affidavit of Authenticity
  - C.2 Insurance Company Letter of Intent
  - C.3 Surety Letter of Intent
  - C.4 Respondent Certification
  - C.5 Identification of Projects Table
- Attachment D: Project Schedule
• Attachment E: Conflict of Interest Policy

1.3 RFQ Definitions

Unless the context expressly requires otherwise, capitalized terms in this RFQ have the meaning given in this Section 1.3.

Applicable DB Law – Has the meaning given in Section 3.3.

AWP Pipeline – The new 24-inch welded steel AWP Pipeline for conveyance of purified water from the Product Water Pump Station to Lake Jennings Reservoir, as described in Section 2.5.

Contractor – The Design-Build Team member, whether a single entity or joint venture, responsible for the construction of the work for Package #2 under the Design-Build Contract.

Controlling Interest – An interest held by a Person in another Person, when (a) such Person holds, directly or indirectly, beneficially or of record, a majority of the voting rights in such other Person; or (b) such Person possesses, directly or indirectly, the power to cause the direction of the management of such other Person, whether through voting securities, by contract, family relationship or otherwise.

Cost Analysis – The Proposer’s analysis of the Package #2 cost estimate, to be provided with the RFP, based on the Initial Basis of Design Documents and the Proposer’s understanding and approach to executing the Package #2 Work.

County – The County of San Diego through its San Diego County Sanitation District.

DB Contract – The Progressive Design-Build Agreement entered into between the JPA and Design-Builder for the delivery of Package #2.

Dechlorination Facility – The new Dechlorination Facility for dechlorination of Purified Water prior to entering Lake Jennings Reservoir, as described in Section 2.5.

Design-Builder – The entity that will enter into the DB Contract with the JPA and be the single point of accountability to the JPA for delivering all services described in this RFQ as Package #2.

Design-Build Team – The team that the Respondent has assembled to deliver Package #2, which includes the Design-Builder, Contractor, Engineer, and the Design-Builder’s subconsultants and subcontractors.

East County – East San Diego County.

ECAWP Project – The East County Advanced Water Purification Project encompassing all facilities and components for the implementation of potable reuse in East San Diego County including Water Recycling Facility, Advanced Water Purification Facility, Visitor Center, Product Water Pump Station, and Solids Handling Facility; Advanced Water Purification Pipeline, Dechlorination Facility, and Lake Jennings Reservoir Inlet; and Influent Pump Station, East Mission Gorge Pump Station, East Mission Gorge Force Main, and Residuals Bypass System.
El Cajon – City of El Cajon, a charter city and municipal corporation.

Engineer – The Design-Build Team member, whether a single entity or joint venture, responsible for providing the Engineer-of-Record for Package #2.

Engineer-of-Record – Design-Build Team member that is in responsible charge for the overall design of Package #2.

Equity Member – (i) Each member of a joint venture; (ii) each general partner of a limited or general partnership; (iii) each entity holding an equity interest in the Respondent entity if that entity was formed less than one year prior to the SOQ submittal deadline set forth in Section 7.1; (iv) each entity proposed to holding an equity interest in the Respondent entity if the Respondent entity is not yet formed as of said deadline; and (v) each other entity with a Controlling Interest in Respondent (whether as a member, partner, shareholder, joint venture member or otherwise). Notwithstanding the foregoing, if the applicable entity is a publicly traded company, shareholders with less than a 10% interest in the entity shall not be considered an Equity Member.

Facilities – The AWP Pipeline, Dechlorination Facility, and Lake Jennings Reservoir Inlet (or any combination of them as the context requires).

Financially Responsible Party – The parent company, affiliate or other entity (if any) whose financial statements the Respondent provides to demonstrate in its SOQ the financial capacity of the Respondent and/or an Equity Member.

Helix – Helix Water District.

Identification of Projects Table – Has the meaning given in Section 7.4.7.5.

JPA – The East County Advanced Water Purification Joint Powers Authority, which is comprised of Padre Dam Municipal Water District, San Diego County Sanitation District, and City of El Cajon.

Key Personnel – Individuals who will be assigned to the Package #2 Work who play an important role in the design, construction, or management of the Package #2 Work as listed in Section 7.4.2.3.

Lake Jennings Reservoir Inlet – The new inlet for purified water to Lake Jennings Reservoir, as described in Section 2.5.

Mitigation Monitoring and Reporting Program – CEQA requirements under the ECAWP Mitigation Monitoring and Reporting Program adopted pursuant to the East County Advanced Water Purification Project Final Initial Study/Mitigated Negative Declaration in December 2018 (SCH# 2018091029).

Owner Contact – Has the meaning given in Section 6.1.

Padre Dam – Padre Dam Municipal Water District.
Package #2 – The second individual project of the ECAWP Project consisting of the Advanced Water Purification Pipeline, Dechlorination Facility, and Lake Jennings Reservoir Inlet. For further details, see Section 2.5.

Package #2 Work – All work and services furnished by the Design-Builder to deliver Package #2, including Phase 1 and Phase 2.

Person – Any individual, corporation, joint venture, company, voluntary association, partnership, trust, or unincorporated organization.

Phase 1 – Design and pre-construction services through the development of the Guaranteed Maximum Price (GMP) to deliver Package #2.

Phase 2 – Final design and construction services to deliver Package #2.

Principal Participant – All members, partners or joint ventures of any member of the Design-Build Team; all individuals, persons, proprietorships, partnerships, business associations, or other and legal entities, however organized, that directly or indirectly hold a 15% or greater equity interest in the Design-Build Team.

Project Goals – Has the meaning given in Section 2.4.

Projects of Similar Scope and Complexity – Those projects with completion dates within the last 20 years that had many, if not all, of the characteristics in this definition. The JPA will determine, in its sole discretion, which projects are Projects of Similar Scope and Complexity based on the number of similar factors to that of Package #2, including:

a. Projects of a similar size to Package #2 that included designing, constructing, integrating, and startup/commissioning of:
   1. Conveyance pipeline facilities, particularly those with welded steel pipe and trenchless construction; and/or
   2. Dechlorination facilities.

b. Projects that involved (i) obtaining permits through local, state, and federal agencies; and/or (ii) performance of work in environmentally sensitive areas and adherence to environmental compliance requirements.

c. Projects that involved (i) integration, coordination or cooperation with other contractors or project packages concurrently working in the vicinity of the site; and/or (ii) integration, coordination or cooperation with other construction projects that were necessary to complete entire operational facilities.

d. Projects that utilized an integrated delivery method (Construction Manager at Risk, Design-Build, Progressive Design-Build, etc.) that require strong coordination and integration of the design and construction team and early involvement of the contractor during design.
Projects where the Design-Builder was selected prior to the establishment of the final scope, price, and schedule and where the Design-Builder collaborated with the owner to develop the final scope, price (or GMP), and schedule.

Proposal – The proposal submitted in response to the RFP for Package #2.

Proposer – Shortlisted Respondent that subsequently submits a Proposal in response to the RFP for Package #2.

Public Records Act – Has the meaning given in Section 8.4.

Purified Water – Advanced treated recycled water from the ECAWP Project.

Respondent – An entity responding to this RFQ by submitting an SOQ.

Safety Record Documentation – Has the meaning given in Section 7.4.5.

Shortlisted Respondent – Means a Respondent that has been selected by the JPA to receive an RFP pursuant to the process described in Section 6.2.

Stakeholders – Has the meaning given in Section 8.1

Step 1 – Issuance of this RFQ, receipt and evaluation of SOQs, and identification of Shortlisted Respondents, as further described in this RFQ.

Step 2 – Issuance of an RFP to Shortlisted Respondents, receipt and evaluation of Proposals, and selection of Design-Builder, as further described in this RFQ.

In this RFQ, use of the term “include,” “includes,” or “including” shall be read as if followed by the words “without limitation” or “but not limited to,” as the case may be.

1.4 RFQ Acronyms

AFY Acre-feet per year

AWP Advanced Water Purification

BAFO Best and Final Offer

BIM Building Information Modeling

CEQA California Environmental Quality Act

DB Design-Build

DBE Disadvantaged Business Enterprise

DIR Department of Industrial Relations
<table>
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<tr>
<th>Abbreviation</th>
<th>Full Form</th>
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<tr>
<td>ECAWP</td>
<td>East County Advanced Water Purification</td>
</tr>
<tr>
<td>EMR</td>
<td>Experience Modification Rate</td>
</tr>
<tr>
<td>EPA</td>
<td>United States Environmental Protection Agency</td>
</tr>
<tr>
<td>GMP</td>
<td>Guaranteed Maximum Price</td>
</tr>
<tr>
<td>IFRS</td>
<td>International Financial Reporting Standards</td>
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<tr>
<td>JPA</td>
<td>Joint Powers Authority</td>
</tr>
<tr>
<td>MGD</td>
<td>Million Gallons per Day</td>
</tr>
<tr>
<td>NPDES</td>
<td>National Pollutant Discharge Elimination System</td>
</tr>
<tr>
<td>NTP</td>
<td>Notice to Proceed</td>
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<tr>
<td>OA</td>
<td>Owner’s Advisor</td>
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<td>O&amp;M</td>
<td>Operations and Maintenance</td>
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<td>OSHA</td>
<td>Occupational Safety and Health Administration</td>
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<tr>
<td>PDB</td>
<td>Progressive Design-Build</td>
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<td>Supervisory Control and Data Acquisition</td>
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<td>SOQ</td>
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<td>SWA</td>
<td>Surface Water Augmentation</td>
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<tr>
<td>USB</td>
<td>Universal Serial Bus</td>
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<tr>
<td>U.S. GAAP</td>
<td>U.S. Generally Accepted Accounting Principles</td>
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Section 2: Project Overview

2.1 Project Background

The East County Advanced Water Purification (ECAWP) Project is a potable reuse project in East San Diego County (East County) and is a collaborative effort among Padre Dam Municipal Water District (Padre Dam), the San Diego County Sanitation District (County), the City of El Cajon (El Cajon), and Helix Water District (Helix).

Currently, a majority of the East County wastewater flow is discharged into the San Diego regional collection system for treatment and disposed of into the Pacific Ocean. Additionally, almost all of the drinking water in the East County is provided by imported water from northern California and the Colorado River. The ECAWP Project will treat the East County’s wastewater locally and implement potable reuse by producing advanced treated water from an advanced water purification (AWP) facility (purified water), which will be pumped to Lake Jennings Reservoir, for surface water augmentation (SWA) with other water owned by Helix. After SWA, the water will be sent to Helix’s R. M. Levy Water Treatment Plant for treatment to become potable water.

The ECAWP Project will adhere to all requirements under Title 22 of the California Code of Regulations applicable to SWA and recycled water customer demands. The ECAWP Project is anticipated to come online in 2025. Once online, the ECAWP Project is anticipated to treat the combined 2025 wastewater flow of approximately 15 million gallons per day (MGD) and produce up to 12,880 acre-feet per year (AFY), or 11.5 MGD, of new, safe, reliable, and locally controlled potable water supply. This represents approximately 30% of East County’s water demand.

The ECAWP Project is governed by the ECAWP JPA, which is composed of the three East County wastewater agencies, as further described in Section 2.2 (Padre Dam, the County, and El Cajon). The three East County wastewater agencies will have an agreement with the JPA for wastewater treatment and disposal. Padre Dam and Helix will have separate agreements with the JPA to purchase the Purified Water produced by the ECAWP Project.

Padre Dam will have a separate sub-agreement with Helix for treatment of the purchased Purified Water at the R. M. Levy Water Treatment Plant. Padre Dam will also have an agreement with the JPA to purchase approximately 1.2 MGD of tertiary treated water for Title 22 recycled water distribution to its customers.

The ECAWP Project is envisioned to be delivered through three (3) Progressive Design-Build (PDB) packages:

- Package #1 – Water Recycling Facility, Advanced Water Purification Facility, Visitor Center, Product Water Pump Station, and Solids Handling Facility
- Package #2 – Advanced Water Purification Pipeline, Dechlorination Facility, and Lake Jennings Reservoir Inlet
• Package #3 – Influent Pump Station, East Mission Gorge Pump Station, East Mission Gorge Force Main and Residuals Bypass System

This RFQ is for Package #2.

2.2 Participating Agencies

The ECAWP Project is a collaborative effort between four public agencies:

• Padre Dam Municipal Water District provides water, wastewater, and recycled water services to customers in Santee, El Cajon, Lakeside, Flinn Springs, Harbison Canyon, Blossom Valley, Alpine, Dehesa, and Crest.

• San Diego County Sanitation District provides sewer service to customers in the unincorporated areas of East County, including Alpine, East Otay Mesa, Lakeside, Spring Valley, and Winter Gardens.

• City of El Cajon is located in East County and provides wastewater collection services to customers in the City of El Cajon.

• Helix Water District provides water service to customers in El Cajon, La Mesa, Lemon Grove, Spring Valley, and Lakeside communities.

2.3 Project Purpose and Drivers

The purpose of the ECAWP Project is to improve local and regional water supply reliability by reusing East County wastewater flows to create a new source of local, safe, reliable, and drought-proof water supply reducing reliance on less reliable imported water. The ECAWP Project is intended to ultimately produce up to 30% of East San Diego County’s potable water supply, thereby increasing water supply resilience and financial certainty related to imported water supply costs and wastewater treatment costs.

Constraints and challenges to the implementation of the ECAWP Project include cost, schedule, and regulatory considerations. The cost of producing Purified Water through the ECAWP Project is considered to be price competitive with the projected cost of importing water through the San Diego County Water Authority and wastewater treatment through the City of San Diego Metropolitan Wastewater System. The ECAWP Project's implementation schedule is driven by the required completion date tied to some of the major external project funding sources, as well as continued near and long-term vulnerability to dry year imported water shortages. Expedited implementation will also avoid duplicative increases in costs associated with imported water and the cost of sending wastewater to the City of San Diego for treatment. Meeting this schedule is crucial for the delivery of the ECAWP Project.

The ECAWP Project is expected to be among the first facilities in both California and the United States to implement potable reuse through SWA in adherence with the State of California’s SWA regulations. Design and construction of the ECAWP Project must meet the requirements/regulations for SWA.
Accordingly, the JPA is seeking to select a Design-Builder to perform the Package #2 Work using a “best value” selection process, which is explained in Section 3 and will be further described in the RFP.

### 2.4 Project Goals

The following are the “Project Goals” for the Package #2 procurement:

1. **High Functioning Team.** The Design-Build Team will develop and promote a high functioning, innovative, trustworthy, communicative, and collaborative relationship between itself, the JPA, and the Stakeholders to exceed the Project Goals within the JPA’s budget and schedule, while simultaneously demonstrating exemplary design, construction, and project management methods.

2. **Effective Design.** The Design-Build Team will provide innovative designs that:
   
   a. Seamlessly integrate Package #2 with the entire ECAWP Project;
   
   b. Utilize state-of-the-art technology, means, and methods to achieve a cost-effective and efficient delivery of reliable Package #2 Facilities that help to maximize the ECAWP Project’s ability to reduce reliance on imported water and minimize (or eliminate) including the financial liabilities related to importing water supply costs through the San Diego County Water Authority;
   
   c. Optimize O&M efficiencies and minimize related expenses for the Package #2 Facilities so those costs are less than the projected costs of importing water;
   
   d. Enhance the safety of all Package #2 Work using a design and construction process that reduces re-work and has a goal of no recordable incidents;
   
   e. Minimize environmental and community impacts during construction and operation of the Package #2 Facilities; and
   
   f. Result in cost savings, schedule efficiencies, permitting efficiencies, or other positive benefits in the delivery and operation of the entire ECAWP Project.

3. **Efficient Pricing.** The Design-Build Team will provide transparent pricing that maximizes innovation, takes advantage of the efficiency of a Progressive Design-Build delivery model, and results in the delivery of Package #2 for a cost that when considered as part of the overall ECAWP Project cost is less than the projected cost of importing water and treating wastewater.

4. **Innovation.** The Design-Build Team will bring innovative ideas and processes to:
   
   a. Promote a healthy collaboration between the Design-Build Team and JPA, to foster creative and logical design approaches consistent with sound
engineering processes to improve quality and whole life performance of the Package #2 Facilities;

b. Generate design and implement approaches that add value to Package #2;

c. Reduce both the upfront design and construction costs and long term O&M costs to achieve competitiveness with the projected cost of importing water when considered as part of the overall ECAWP Project cost;

d. Reduce impacts to both users and the environment; and

e. Harness the appropriate emerging technologies to actively push the team and Package #2 Work forward to deliver the needs of the JPA and deliver Package #2 on schedule.

5. **Meets Schedule.** The Design-Build Team will deliver Package #2 in a way that creates schedule efficiencies so that:

a. Package #2 is delivered within the timeframe provided in Section 2.8;

b. The DB and O&M cost savings referenced above are realized; and

c. Compliance with all Project funding requirements is achieved.

6. **ECAWP Integration.** The Design-Build Team will deliver Package #2 so that it:

a. Seamlessly integrates with the entire ECAWP Project which will require system integration information to be communicated and shared collaboratively with the Package #1 System Integrator; and

b. Results in cost savings, schedule efficiencies, permitting efficiencies or other positive benefits in the delivery and operation of the entire ECAWP Project.

7. **Regulatory Compliance and Permitting and Reliability.** The Design-Build Team will deliver a Project that:

a. Meets or exceeds all applicable regulatory requirements, including State of California regulations for augmenting reservoirs with treated recycled water (SWA), Regional Board NPDES Permit, and CEQA;

b. Results in a reliable, uninterrupted, clean, and safe water supply that protects the public interest; and

c. Meets or exceeds all permitting requirements required to construct and operate the Package #2 Facilities and the ECAWP Project.
2.5 Package Components

Package #2 is anticipated to include design, construction, testing, and commissioning of the following components:

- New 24-inch welded steel, approximate 54,000 foot long, AWP Pipeline to convey purified water from the Product Water Pump Station to Lake Jennings Reservoir;
- New 11.5 MGD (annual average treatment capacity) Dechlorination Facility for dechlorination of purified water prior to entering Lake Jennings Reservoir; and
- New Lake Jennings Reservoir Inlet for purified water to enter Lake Jennings.

2.6 Project Site and Location

The ECAWP Project is located in San Diego County as presented in Figure 1. The Package #2 components are intended to be located throughout the City of Santee and San Diego County between the Product Water Pump Station and Lake Jennings Reservoir.

2.7 Project Budget/Funding

The estimated design and construction cost for Package #2 is $30 million, excluding contingency. It is anticipated that Package #2, along with the other packages, will be funded through a combination of state and federal grants, low interest loans, municipal bonds, and cash.

2.8 Project Schedule

Package #2 is expected to be complete and online in 2025. The project schedule for Package #2 is provided in Attachment D.

2.9 Environmental Status of the Project

Padre Dam adopted the East County Advanced Water Purification Project Final Initial Study/Mitigated Negative Declaration in December 2018 (SCH# 2018091029).

The JPA expects the Design-Builder to (1) design Package #2 and perform the Package #2 Work in compliance with applicable CEQA requirements and other permit conditions, (2) provide other information to supplement the JPA’s permit applications and (3) otherwise assist the JPA in obtaining those permits.

The Design-Builder will further be expected to obtain all permits and approvals necessary for the performance of the Package #2 Work not expressly stated within the RFP to be the responsibility of the JPA and comply with all environmental regulations/laws applicable to the performance of the Package #2 Work.

A summary of the proposed allocation of permitting responsibilities is provided in Attachment A (Draft Term Sheet).
Figure 1 – ECAWP Project Location Map
Section 3: Project Delivery Approach

3.1 Procurement Overview

The JPA intends to procure and deliver the Package #2 Work using a best value selection process. The JPA is using a two-step procurement process to select a Design-Builder. This RFQ is step one. Step two is an RFP.

All interested parties are invited to respond to this RFQ. Each Respondent’s SOQ will be evaluated according to the criteria published herein and it is the JPA’s intent to shortlist three (3) qualified Respondents to be invited to respond to an RFP; provided that the number of actual Shortlisted Respondents will be solely at the JPA’s discretion. This solicitation may be cancelled, delayed, or altered by the JPA at any time. The JPA may, at its sole discretion, issue subsequent written addenda to this RFQ. If issued, any such addenda must be acknowledged by all Respondents in the form provided as Attachment C.1 (Form of Notarized Affidavit of Authenticity).

It is the JPA’s intent for the RFP to require the Proposer to provide a detailed approach and scope of work for the Phase 1 services as well as provide a cost analysis for the Package #2 Work. The cost analysis will be a nonbinding analysis of the cost estimate developed for the Package #2 Work based on the Initial Basis of Design Documents, provided as part of the RFP, and the Proposer’s understanding and approach to executing the Package #2 Work. The cost analysis is intended to provide the JPA with insight into the Proposer’s thoughts on the provided cost estimate of the Package #2 Work.

The JPA will utilize a best value evaluation process to evaluate Proposals that will be further described in the RFP. Following that evaluation, the JPA may select a Proposer, based on the evaluation criteria listed in the RFP, with whom to negotiate and finalize the DB Contract for award and execution.

If the DB Contract is awarded, it is anticipated that Package #2 will be executed via a two-phase contract methodology involving: (1) design and pre-construction services, and (2) final design and construction services.

Further details regarding the DB Contract and the amount, timing, and manner of payments under the DB Contract will be included in the RFP. Respondents may refer to Attachment A for a draft term sheet. Notwithstanding anything to the contrary in this RFQ, the JPA may revise the scope of this procurement and the delivery model for Package #2 and/or any other portion of the ECAWP Project.

3.2 Payment for Work Product

The JPA does not intend to issue a payment or stipend in connection with this RFQ, and no such payment or stipend will be provided to any Respondent or Proposer, regardless of whether a Respondent is shortlisted and fully participates in the RFP selection process.
3.3 Statutory Authority

The JPA is issuing this RFQ and carrying out the procurement in accordance with the provisions of California Government Code §§ 6500 et seq., the joint exercise of powers agreement establishing the JPA, and the JPA’s Contract Policies and Procedures and other applicable law (collectively, Applicable DB Law).

Under Applicable DB Law, two or more public agencies are authorized to jointly exercise any power common to contracting parties, such as awarding and entering into design-build contracts. Further, the contract may be awarded on the basis of the lowest responsible bid or best value, as determined by the joint public agencies.

The procurement process authorized by Applicable DB Law includes the following steps: issuance of an RFQ, submittal of an SOQ, evaluation of SOQs and shortlisting of respondents, issuance of an RFP to shortlisted respondents, submittal of proposals, evaluation of proposals, proposer selection and award and execution of a contract.

3.4 Design and Pre-construction Services (Phase 1)

After executing the Phase 1 contract, the JPA and the Design-Builder will work to validate the cost, validate the scope of work and advance the Package #2 design, schedule and cost estimate.

The Design-Builder will perform an investigation of the site and other factors that will impact Package #2 or the ECAWP Project and verify all information provided by the JPA regarding Package #2. The parties will collaboratively develop a scope for Package #2 with the design sufficiently progressed to be able to price Phase 2. The Design-Builder will progressively develop and provide cost estimates in conjunction with the design, allowing the JPA to modify scope, priorities, and requirements, if necessary, based on the overall budget. The Design-Builder will develop its estimate in a transparent and open-book manner concurrent with design development to create an acceptable cost (including contingency) to which the Design-Builder’s proposed fee and other fixed allocations or allowances will be added to establish a mutually agreed-upon Guaranteed Maximum Price (GMP). A GMP is expected for Package #2 at approximately the 60 percent level of design, although earlier GMPs for all or a portion of Package #2 will be considered. The GMP approach will require open book cost monitoring throughout the Package #2 Work.

Notwithstanding the Design-Builder’s delivery of any proposed GMP, the JPA reserves the right to not enter into Phase 2, which right may be exercised in the JPA’s sole discretion. If the JPA exercises said right, the JPA will exercise a contractual “off-ramp” that may release the Design-Builder from further engagement or, at the JPA’s option, may require the Design-Builder to complete the design under the Design-Builder’s Phase 1 contract. In the event the JPA initiates the contractual off-ramp, the JPA will reserve the right to cancel or re-procure Package #2 using same project delivery or procurement methodologies, in its sole discretion.

The JPA may consider multiple GMPs at various levels of design completion, including those in support of early materials purchase or early start construction packages.
3.5 **Final Design and Construction Services (Phase 2)**

Phase 2 consists of final design and construction services, which encompasses all scope performed by the Design-Builder after the establishment of the GMP. During development of the design and GMP, an acceptance test protocol will be established to serve as the required milestone for acceptance and substantial completion of the Package #2 work at the end of Phase 2.

3.6 **Roles and Responsibilities**

3.6.1 **Design-Builder Roles and Responsibilities**

The Design-Builder will collaborate with the JPA and will provide in a timely manner all work necessary to complete the Package #2 Work, which is anticipated to consist of two (2) phases:

- **Phase 1 – Design and Pre-construction Services**
  
  - Conduct site investigations (survey, geotechnical, hazardous materials, easements, utilities, etc.) to support design and construction of Package #2.
  
  - Review and validate all information provided by the JPA.
  
  - Finalize the basis of design documents and all design criteria for Package #2.
  
  - Prepare design and construction documents for approval by the JPA.
  
  - Prepare transparent and open-book cost estimates and schedule updates concurrent with design development.
  
  - Initiate obtaining of any temporary easements, laydowns, acquisitions, other property rights or permits (e.g. encroachment permits with the California Department of Transportation, City of Santee, County of San Diego, Helix Water District, building permits, etc.) required for the Package #2 Work.
  
  - Initiate obtaining of all environmental permits and approvals (e.g. with the United States Army Corps of Engineers, United States Fish and Wildlife Service, Regional Water Quality Control Board, California Department of Fish and Wildlife, etc.) required for the design and construction of Package #2.
  
  - Facilitate design review workshops with the JPA engineering and O&M staff.
  
  - Provide and implement a safety and security plan.
  
  - Provide the deliverables required for Phase 1 services.
  
  - Provide on-site joint work facilities for the JPA and Design-Builder for Phase 1 work, and coordinate siting of on-site joint work facilities with the JPA.
  
  - Provide a GMP proposal with supporting documentation for Phase 2.
• Phase 2 – Final Design and Construction Services
  - Complete final design of Package #2 components.
  - Implement Package #2 health and safety plan.
  - Complete obtainment of any temporary easements, laydowns, acquisitions, other property rights or permits (e.g. encroachment permits) required for the Package #2 Work.
  - Complete obtainment of all environmental permits and governmental approvals required to construct Package #2 for which the Design-Builder is responsible.
  - Cooperate with the JPA, as needed, in order for the JPA to obtain all permits and governmental approvals for which it is required to operate the Package #2 Facilities.
  - Coordinate with utility providers and the JPA for supply of power, telecommunications, and construction water to the construction site.
  - Provide on-site joint work facilities for the JPA and Design-Builder for Phase 2 work, and coordinate siting of on-site joint work facilities with the JPA.
  - Coordinate with the Design-Builders constructing the other Packages so that the ECAWP Project operates as a single system.
  - Provide and implement all plans and measures as required by all governmental approvals and applicable federal, state, and local laws.
  - Implement and adhere to all environmental requirements (including CEQA) applicable to the ECAWP Project and the Mitigation Monitoring and Reporting Program for the ECAWP Project.
  - Coordinate construction activities and maintain access to current JPA and Padre Dam facilities to enable continued operation of the existing Ray Stoyer Water Recycling Facility.
  - Coordinate construction activities and maintain access to current Padre Dam facilities to enable continued operation of the Santee Lakes Recreation Preserve (park and campground).
  - Coordinate construction activities and maintain access to current Helix facilities to enable continued operation of Lake Jennings Reservoir, the existing H. Warren Buckner Pump Station, Helix pipeline and storage buildings adjacent to the existing El Monte Pump Station, and R. M. Levy Water Treatment Plant.
  - Meet permitted water quality requirements.
- Supervise Design-Build Team and all personnel, including any subcontractors and subconsultants performing any Package #2 Work.
- Construct all Package #2 components.
- Foster complete system integration of all Package #2 components through collaborative and effective communication and sharing of information with the Package #1 System Integrator.
- Complete startup, commissioning, operational training, and required acceptance testing and provide assistance in preparation of Standard Operating Procedures (SOPs) for the new equipment/systems.
- Implement and maintain all quality control requirements and activities.
- Prepare record drawings, Building Information Modeling (BIM) models, and O&M manuals.

All Package #2 Work shall be performed in accordance with federal, state and local standards, applicable laws and approvals, industry best practices, and the requirements of the DB Contract. The Design-Builder shall furnish all labor, material, equipment, services, and support facilities for all Package #2 Work.

### 3.6.2 JPA Roles and Responsibilities

The JPA intends to collaborate with the Design-Builder and fulfill its responsibilities in a timely manner to facilitate the Design-Builder’s timely and efficient performance of services. Anticipated JPA responsibilities include:

- Furnish existing studies and provide known data and information regarding Package #2, including record drawings, preliminary studies, and environmental impact assessments, provided that the Design-Builder will be required to review and validate said data and information.
- Provide known available information in the JPA’s possession and (if determined by the JPA, in its sole discretion, to be in the JPA’s best interest) provide or engage the Design-Builder to perform additional studies that may be necessary to complete design of Package #2.
- Provide funding adequate for the agreed upon contract price.
- Provide access to the Package #2 construction site and any necessary permanent property acquisitions and easements.
- Obtain the governmental approvals and regulatory permits for which the JPA is responsible for to operate the Package #2 Facilities and assist, as necessary, the Design-Builder in obtaining governmental approvals and permits for which it is responsible.
• Provide construction oversight and construction quality assurance and work with the JPA’s construction manager to meet quality expectations.

• Provide mitigation monitoring oversight per the ECAWP Project’s Mitigation Monitoring and Reporting Program.

• Review submissions, respond to Design-Builder inquiries and provide comments to the Design-Builder.

3.6.3 Changes to Roles and Responsibilities

The roles and responsibilities provided in this Section 3.6 are not exhaustive and subject to change. Further details regarding the respective responsibilities of the JPA and Design-Builder will be provided in the RFP and ultimately defined under the DB Contract.
Section 4: Risk Allocation and Key Contract Provisions

4.1 Draft Term Sheet

A draft term sheet is included in Attachment A for review and comment by prospective Respondents. The RFP will include the form of DB Contract, which will be based upon the draft term sheet.

Respondents may provide comments on the draft term sheet as part of their SOQs. The JPA will consider comments before issuance of the final RFP. The JPA may choose to modify the draft DB Contract terms based upon the Respondents’ comments or otherwise as part of the procurement process. The JPA expressly reserves the right to change any provisions of the draft term sheet at any time, whether before or after the issuance of the RFP.

4.2 Performance Security and Indemnity

The DB Contract will require the Design-Builder to provide payment and performance security, parent and/or other guarantees in connection with Package #2, and to indemnify, defend and hold the JPA, Padre Dam, the County, El Cajon, Helix and each of their respective related entities and persons harmless against third party and other claims as specified in the DB Contract.

The payment and performance security shall be in an amount not less than 100% of the total amount payable under the DB Contract.

A parent and/or other guaranty of Design-Builder’s obligations under the DB Contract will be required under, without limitation, the following circumstances: (a) Respondent was advised by the JPA that a parent and/or other guaranty would be required as a condition to shortlisting of Respondent; (b) Design-Builder’s organization is a newly formed corporation; (c) Respondent is not the ultimate parent entity in its organizational/corporate structure; (d) the form of organization of Respondent changes after shortlisting and the JPA determines, in its sole discretion, to require a guarantor as a condition to approving such change; or (e) Respondent’s financial capability adversely changes between shortlisting and the due date for the Proposal, as determined by the JPA, in its sole discretion. In the event a parent and/or other guaranty is required, it must come from the ultimate parent or another entity acceptable to the JPA.

For additional information regarding the payment and performance security, refer to Attachment A (Draft Term Sheet) and Attachment C.3 (Form of Surety Letter of Intent).

4.3 Warranties and Guaranties

In addition to assigning any manufacturer’s warranty to the JPA, Design-Builder may be required to provide a warranty for the Package #2 Work for a period specified in the DB Contract. Warranty bonds from Design-Builder will be required to support its obligations with respect to such warranties and the Package #2 Work.
4.4 Licenses

Respondents will not be required to be licensed by the JPA as a condition of submitting an SOQ or being shortlisted. However, Respondents must be licensed in the State of California at the time of DB Contract award and provide evidence that Respondents and Design-Build Team members have, or at the time of DB Contract award will have, all licenses, registrations and credentials required to design and construct Package #2, including date(s) obtained or anticipated to be obtained, type, number, classification, issuing agency and expiration date.

In addition, Design-Build Team members and individuals (including professional engineers) that will be undertaking Package #2 Work that requires a California license must be prequalified and licensed prior to performing the applicable work assigned to such member. For those individuals that are currently licensed and/or certified, identification of such professional licenses and certifications (including the state within which the license or certificate is granted and license or certificate number) must be referenced on resumes included with the SOQ.

Respondents’ attention is directed to California Public Contract Code Section 20103.5, which provides in part as follows:

The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors’ State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors’ State License Board.

Further licensing requirements with respect to the submission of Proposals will be included in the RFP.

4.5 Insurance Certifications

For the purposes of the SOQ, each Respondent shall submit Attachment C.2 (Form of Insurance Company Letter of Intent) to provide proof of the insurance limits provided in below.

- Professional Liability insurance, including coverage for Respondent and Engineer, with policy limits of at least $5 million per occurrence and $10 million aggregate covering claims for bodily injury, personal injury, and property damage (including excess liability coverage) by an insurance company rated at least “A-”, Class VII (A.M. Best Company rates);

- Automobile Liability insurance, including coverage for Respondent, Contractor and Engineer, with a $2 million combined single limit per accident policy for bodily injury and property damage; and

- Workers’ Compensation insurance as required by the California Labor Code or is legally self-insured pursuant to Labor Code section 3700 et seq. with a per enrollee policy limit of $1 million per accident.
As part of the RFP, each Shortlisted Respondent will be required to provide a Proposal that includes insurance certifications, either a certificate of insurance evidencing current policies of, or written evidence from, an insurance company or broker indicating that the Respondent is capable of obtaining the following types of insurance: Commercial General Liability, Workers’ Compensation and Employer’s Liability, Automobile Liability, Pollution Liability, Umbrella or Excess Liability, Professional Liability including Errors and Omissions, and Builder’s Risk.

Additional policy limit, insurer and form requirements will be specified in the RFP.

4.5.1 State and Federal Requirements

The RFP and DB Contract are being drafted based on the assumption that Package #2 and its plan of finance will remain eligible for aid in the form of federal and state funds. Accordingly, the procurement documents and DB Contract will conform to requirements of applicable federal and state law, including Buy America requirements, California Government Code §§ 12990, 12940 et seq. regarding nondiscrimination and equal employment opportunities, and in Title 40 CFR Part 33, regarding Disadvantaged Business Enterprise (DBE), as well as other applicable federal and state requirements.

The JPA may modify the procurement process described in this RFQ to address any concerns, conditions or requirements of governmental agencies. Proposers shall be notified of any such modifications by way of Addendum.

Further information regarding applicable state and federal requirements will be provided in the RFP.

4.5.1.1 DBE Requirements

To preserve Package #2’s eligibility for federal funds, this solicitation is subject to Title 40 CFR Part 33, regarding DBEs. Shortlisted Respondents shall be fully informed of these regulations. If selected, the Design-Builder shall make good faith efforts to ensure that DBEs have the maximum opportunity to compete for and perform on this DB Contract.

The JPA shall make DBEs aware of contracting opportunities, use contract time frames, and delivery schedules (where requirements permit) to encourage DBE participation, consider whether firms competing for large contracts could subcontract with DBEs, encourage contracting with a consortium of DBEs when a contract is too large for one DBE to handle individually, and use the services and assistance of the Small Business Administration and Minority Business Development Agency of the Department of Commerce.

In responding to this RFQ, a Respondent is not required to include Design-Build Team members to satisfy DBE goals, if applicable. It is currently anticipated that each Shortlisted Respondent will, as part of its Proposal, list all DBEs on its team. Additional creative efforts to expand inclusion of other disadvantaged, minority, and women-owned firms and workers shall be encouraged.

Further details regarding DBE engagement will be provided in the RFP.
4.5.1.2 Labor Compliance

Package #2 will be financed in part with state and federal funds; therefore, all pertinent statutes, rules and regulations promulgated by the state of California and the federal government apply. The Federal Prevailing Wage rates for the Package #2 Work are predetermined by the United States Secretary of Labor under the Davis-Bacon Act (40 U.S.C. 27a). Similarly, the Package #2 Work requires compliance with California Labor Code §§ 1770 et seq.

Additional information regarding these requirements will be provided in the RFP.
Section 5: Requests for Information

Questions and responses regarding this RFQ will be published without attribution to the requestor as part of periodic addenda to this RFQ. All such addenda must be acknowledged by the Respondent. See Section 7.4.1 (Transmittal Letter) and Attachment C.1 (Form of Notarized Affidavit of Authenticity).

While the RFP process will accommodate a mechanism for Shortlisted Respondents to submit confidential questions, there will be no confidential questions permitted for this RFQ process. The JPA intends to issue all addenda and responses to RFQ-related questions in accordance with the timeframes specified in Section 6.4. The last day questions will be accepted (deadline) for any Request for Information, (RFI) is February 18, 2020.
Section 6: Procurement Process and Schedule

6.1 Communication Protocols

Mark Niemiec is the JPA’s contact (Owner Contact) for the purposes of this RFQ and shall facilitate the RFQ process. All communications (including questions, comments and RFIs) must be submitted by email with a subject line that specifically references this RFQ. These communications should be directed to the Owner Contact as follows:

Mark Niemiec, P.E.
Padre Dam Municipal Water District
Director of Engineering and Planning
mniemiec@padre.org

Oral communications with the Owner Contact or any other individual affiliated with the ECAWP Project or the JPA are not permitted and will not be binding. Any contact, written or oral, with any public official, ECAWP JPA board member, staff, or advisor (including the Owner’s Advisor (OA)) regarding this RFQ outside of the Owner Contact shall not be permitted. Failure to comply with these directions may result in disqualification.

6.2 Two-Step Process

The JPA is using a two-step procurement process to select a Design-Builder for Package #2.

- Step 1: RFQ and Shortlisting – The first step involves issuing this RFQ, conducting a pre-SOQ meeting, and receiving SOQs from Respondents. The JPA will evaluate the SOQs (including checking Respondent references and possibly conducting Respondent interviews according to the criteria in this RFQ) and shortlist three qualified Respondents; provided, however, that the JPA may shortlist more, less, or no Respondents at its sole discretion.

- Step 2: RFP and Selection – The second step involves issuing an RFP to the Shortlisted Respondents, holding proprietary meetings, receiving Proposals, evaluating Proposals, additional reference checking, conducting interviews, selecting the highest ranked Proposer, and negotiating the DB Contract.

Package #2 will be executed in two phases. It is expected that the RFP will require a detailed approach and scope of work for the Phase 1 services (design and pre-construction). For further information about each phase refer to Sections 3.4 and 3.5.

The JPA intends to invite Shortlisted Respondents to proprietary one-on-one meetings to discuss commercial and technical issues after release of the RFP. Answers to questions that arise after the issuance of the RFP may be addressed in the form of addenda.

Final selection criteria during Step 2 will be based on the best value provided to the JPA and will include qualifications, experience and method of approach in addition to price and other non-price criteria. Evaluation of qualifications and experience will rely on information submitted in the Respondents’ SOQs and any supplemental information provided with its Proposal. Each
Respondent will be allowed to add firms and individuals that enhance its Design-Build Team or address additional expertise requirements added by the JPA at the RFP step. If a Respondent desires to replace any Principal Participant or Key Personnel (firm or individual) the Respondent must: (1) submit with its Proposal additional information regarding that replacement’s qualifications and experience; and (2) obtain the JPA’s written approval for that replacement, which approval may be withheld in the JPA’s sole discretion.

6.3  Pre-SOQ Meeting

There is a pre-SOQ meeting scheduled for 10:00 am, PST February 11, 2020 at the following location:

City of El Cajon City Council Building
200 Civic Center Way
El Cajon, CA 92020

At that meeting the JPA’s ECAWP Project team will provide an overview of Package #2. Attendance at this meeting is encouraged, but not mandatory.

6.4  Procurement Schedule

Dates shown for Package #2 are indicated in Table 1. Dates will be changed only by written addenda as described herein.
### Table 1
Package #2 Procurement Schedule

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance of RFQ</td>
<td>January 24, 2020</td>
</tr>
<tr>
<td>Pre-SOQ Meeting</td>
<td>10:00am, PST February 11, 2020</td>
</tr>
<tr>
<td>Deadline for RFIIs (RFQ)</td>
<td>3:00 pm, PST February 18, 2020</td>
</tr>
<tr>
<td>Responses to RFIIs Issued</td>
<td>February 25, 2020</td>
</tr>
<tr>
<td>SOQs Due</td>
<td>3:00 pm, PST March 18, 2020</td>
</tr>
<tr>
<td>Possible Interviews (RFQ)</td>
<td>April 15, 2020 to April 16, 2020</td>
</tr>
<tr>
<td>Announce RFP Shortlist</td>
<td>April 21, 2020</td>
</tr>
<tr>
<td>Issue RFP</td>
<td>April 2020</td>
</tr>
<tr>
<td>Proprietary Meetings</td>
<td>May 2020</td>
</tr>
<tr>
<td>Deadline for RFIIs (RFP)</td>
<td>June 2020</td>
</tr>
<tr>
<td>Responses to RFIIs Issued</td>
<td>June 2020</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>July 2020</td>
</tr>
<tr>
<td>Interviews (RFP)</td>
<td>August 2020</td>
</tr>
<tr>
<td>Selection of Preferred Proposer</td>
<td>August 2020</td>
</tr>
<tr>
<td>Notice of Award and Signed Contract</td>
<td>September 2020</td>
</tr>
</tbody>
</table>
Section 7: Evaluation Process, Criteria, and Submittal Requirements

7.1 SOQ Submittal Instructions

SOQs are due at the following address no later than 3 PM, PST on March 18, 2020. The date and time of receipt will be based on the JPA’s physical acceptance of the SOQ. Postmarked, facsimile, or electronic timestamps will not be determinative of the time of receipt. Respondents are solely responsible for the timeliness of their submissions. The JPA will accept SOQs at the Engineering Counter in Padre Dam’s Administration Office located at:

9300 Fanita Parkway
Santee, CA 92071

Alternatively, SOQs may be mailed to the following address:

Padre Dam Municipal Water District
P.O. Box 719003
Santee, California 92072
ATTN: Clara Cornelius

SOQs shall be submitted in sealed packages with the following information clearly marked on the outside of each package:

- Name of Respondent
- The word “SOQ”
- SOQ title: “EAST COUNTY ADVANCED WATER PURIFICATION PROJECT-PACKAGE #2”

The JPA, in its sole discretion, may (a) disqualify any Respondent that submits excessive, extraneous, or illegible materials or does not comply with the requirements of this RFQ, including the submittal instructions provided in this Section 7.1; and/or (b) remove the excessive, extraneous, or illegible materials from the SOQ. Responses received by the JPA after the date and time specified will not be considered.

The JPA will not be liable for costs incurred by a Respondent in preparing an SOQ or otherwise responding to this RFQ. By submitting an SOQ or other response to this RFQ, Respondent agrees to waive any claim against the JPA for costs incurred in connection with that SOQ or other response.

7.2 Scoring Criteria

7.2.1 Overview

The JPA will establish an evaluation committee to review and score SOQs and identify Shortlisted Respondents. The evaluation committee will include representatives from member agencies of the JPA, other ECAWP Project partners, or other persons selected by the JPA.
JPA reserves the right to modify evaluation committee membership at any time, including between shortlisting and Proposal evaluation.

At various times during the deliberations, The JPA may request additional information or clarification from the Respondent or may request the Respondent to verify or certify certain aspects of its SOQ. The scope, length, and topics to be addressed in any such clarification response shall be prescribed by, and subject to, the sole discretion of the JPA. The JPA may schedule interviews with Respondents on a one-on-one basis for the purpose of enhancing the JPA’s understanding of the SOQs and obtaining clarifications of the materials contained in the SOQs. The JPA may contact the firm and personnel references supplied by the Respondent as well as other potential references not listed, including internal personnel of the JPA.

At the conclusion of this evaluation process, Respondents may be required to submit written confirmation of any new information and clarifications provided during an interview. If required, follow-up interviews may be scheduled at a later date. Upon receipt of requested clarifications and additional information as described above, if any, the SOQs will be re-evaluated to include the clarifications and additional information.

Evaluations of SOQs are subject to the sole discretion of the JPA and its staff, with assistance from such professional and other advisors as the JPA may designate. The JPA will make the final determinations of the Shortlisted Respondents, as it deems appropriate, in its sole discretion, and in the best interests of the ECAWP Project and the DB work.

Each Respondent will be notified in writing whether or not it has been selected as a Shortlisted Respondent.

7.2.2 Responsiveness

Each SOQ will be reviewed for its: (a) responsiveness to the requirements in this RFQ, (b) conformance to the RFQ instructions, and (c) nonconformities and irregularities. Those SOQs not responsive to this RFQ may be excluded from further consideration and the Respondent will be so notified. The JPA may also exclude from consideration any Respondent whose SOQ contains a material misrepresentation; notwithstanding the foregoing, the JPA’s evaluation committee may, in its sole discretion, waive any minor irregularity or nonresponse in the SOQ and request clarification or additional information, as applicable, to remedy that irregularity or failure, as applicable. In addition, the evaluation committee may, in its sole discretion, reject all SOQs.

7.2.3 Pass/Fail

Following or in conjunction with evaluation of each SOQ for responsiveness, the JPA will evaluate each SOQ based upon the Pass/Fail elements and minimum qualifications. Attachment B includes minimum project experience and safety qualification requirements. Other minimum qualification requirements include items such as material adverse conditions, licensing, bonding and insurance. A Respondent must obtain a “pass” on all pass/fail items in order for its SOQ to be evaluated qualitatively.
7.2.4 Scoring of SOQs

The evaluation committee will evaluate, score, and rank the responsive SOQs that satisfy the pass/fail requirements using the scoring criteria in Section 7.2.5.

7.2.5 Evaluation Criteria and Weighting

For the purpose of selecting and evaluating Respondents, the evaluation criteria will be given the following relative weights out of 100 points:

A. Qualifications of Design-Build Team Members and Key Personnel (up to 35 Points)
B. Project Experience (up to 45 Points)
C. Permitting Experience (up to 10 Points)
D. Safety (up to 10 Points)

Specific scoring criteria for the above listed sections are further elaborated in Sections 7.4.2 through 7.4.5. For Shortlisted Respondents, scores received during Step 1 (RFQ and Shortlisting) will not carry over to Step 2 (RFP and Selection), except as otherwise provided herein regarding the evaluation of qualifications and experience (see Section 6.2).

7.3 Submittal Requirements

7.3.1 General Instructions

SOQs submitted in response to this RFQ shall provide enough information about the requested items so as to allow the JPA to evaluate the Respondents based on the criteria in this RFQ.

SOQs must be submitted exclusively in the English language, inclusive of English units of measure. Financial terms must be in United States of America dollar denominations.

SOQs must be printed on 8½-inch by 11-inch single sided pages, including preprinted material. 11-inch by 17-inch pages may be used, but their use should be minimized. Font size for the body of this response may be no less than 11-point, but smaller fonts may be used for graphics or tables.

SOQs must not exceed 20 pages (excluding a Table of Contents, the Transmittal Letter, Volume 2 Financial Submittal Requirements, and Volume 3 Appendices and Forms). Respondents are strongly encouraged to focus on the Project Goals (as provided in Section 2.4), be concise in their submittals, and avoid excessive narrative or additional “boilerplate” that is not directly relevant to the scoring criteria. Supplemental marketing materials, brochures, or attachments are not desired and will not be considered.

When submitting SOQs, Respondents must provide seven hard-copies (one marked original and six copies) and one electronic format indexed, Adobe PDF file on a USB flash-drive at the location and no later than the date and time described in Section 7.1. The PDF file shall be formatted to be read electronically and to easily accommodate color printing on standard page
sizes of 8.5-inches by 11-inches and 11-inches by 17-inches. This file must not be use-
restricted or password protected.

7.3.2 **SOQ Format and Outline**

The SOQ shall consist of the following three volumes:

- **Volume 1**: Transmittal Letter, Qualifications of Design-Build Team Members and Key Personnel, Project Experience and Capacity, Permitting Experience, and Safety;

- **Volume 2**: Financial Statements, Material Changes in Financial Condition, Financially Responsible Party Letter of Support, Off-Balance Sheet Liabilities, and Surety; and

- **Volume 3**: SOQ Forms, Safety Record Documentation, Resumes of Design-Build Team, Identification of Projects Table, Draft Term Sheet Comments, and Executed Teaming Agreements.

Respondents must organize their SOQ in the order outlined in Section 7.4.

7.4 **Required SOQ Organization and Scoring**

SOQs shall be organized with the components listed below.

7.4.1 **Volume 1: Transmittal Letter (2-page limit)**

Each SOQ must include a transmittal letter, signed by an authorized representative of the Respondent. If the Design-Builder 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 Design-Builder, each member will be jointly and severally liable to the JPA for obligations arising out of all contracts between the joint venture and the JPA. In addition to the authorized signatory, the letter shall include:

- The name, title, email, and phone number for the Respondent’s preferred single point of contact for all procurement-related communication.

- Acknowledgment of all addenda to this RFQ.

- A clear description of the Respondent, including the Design-Builder and all other members of the Design-Build Team (e.g., Contractor, Engineer, and all named subcontractors and subconsultants).

- The Respondent’s license number with the California State License Board, active California Department of Industrial Relations (DIR) Registration Number, and any DIR violations within the last 5 years.

- Certification under penalty of perjury that the information provided in the SOQ is true and correct.
7.4.2 Volume 1: Qualifications of Design-Build Team Members and Key Personnel (35 points)

7.4.2.1 Respondent Details

Identify the legal name of Respondent. The Respondent must be a legal entity and may not be a division or business unit of a legal entity (in such case, the legal entity would be the Respondent). If the name is a “doing business as,” identify underlying names. Identify a single point of contact (a real person) and include the following information: name, title, address, telephone number and e-mail address. Identify the legal name and nature of Respondent and the state of its organization. If a Respondent has branch offices, state which office will be performing the majority of the work. If Respondent is a consortium, partnership or any other form of a joint venture, the SOQ shall contain an executed teaming agreement, but if an executed teaming agreement does not yet exist, the SOQ shall contain the summary of the key terms of the anticipated agreement, including the percentages of ownership, roles of the various parties and anticipated execution date. Executed teaming agreements or summaries of teaming agreement key terms shall be included in an appendix in Volume 3.

7.4.2.2 Joint and Several Liability

Clearly state and define the joint and several liabilities, if any, of the Respondent’s consortium membership and clearly define any specific roles or responsibilities allocated for individual consortium members. Discuss how the Design-Build Team has used this or a similar entity structure to deliver similar projects in the past, lessons learned from those projects, and benefits of the structure to the JPA and the delivery of Package #2.

7.4.2.3 Organizational Chart and Management Structure

Provide an organizational chart showing Design-Build Team Members and teaming arrangements for all phases of the Package #2 Work from design through final acceptance and the warranty and maintenance period. Provide a separate organizational chart setting forth Key Personnel and other material personnel the Respondent wishes to identify. Be certain to identify specific individuals for key functions and show interrelationships and reporting hierarchy.

At a minimum identify the Key Personnel performing the following functions. Note that the same individual can perform multiple functions.

1. Person responsible for the overall management of the Design-Build effort and DB Contract;
2. Person responsible for the overall design;
3. Person(s) responsible for each engineering discipline (Civil, Architectural, Mechanical, Structural, Electrical, and Instrumentation/Control);
4. Person responsible for the design management;
5. Person responsible for overall construction management effort (e.g., a construction project manager);
6. Person responsible for on-site field supervision and direction and construction (e.g., a superintendent);
7. Person(s) responsible for cost controls, budgeting and estimating; and
8. Person responsible for scheduling.

Identify the firm affiliation of each proposed Key Personnel.

Provide a narrative description of the Respondent’s project organization, team and management structure, and allocation of roles and responsibilities within the Design-Build Team. Describe how the Respondent’s management structure will facilitate completion of the Package #2 Work, including how it will adapt and change as Package #2 evolves from design to construction to startup/commissioning and align with startup/commissioning of the ECAWP Project.

7.4.2.4 Qualifications of Design-Build Team Members and Key Personnel

List the Respondent’s Design-Build Team Members and Key Personnel for Package #2 (which must include those individuals identified in Section 7.4.2.3) and any other material personnel that the Respondent wishes to identify. Describe the relevance of each individual’s experience to Package #2 and why that experience will provide value to the JPA should the Respondent become the Design-Builder. Note that, even if a Respondent may be shortlisted, the JPA may (in its sole discretion) disapprove any particular Key Personnel and require that individual be replaced.

Identify the percentage of time that each Key Personnel will be assigned to the Package #2 Work for each phase of Package #2.

The Respondent shall include two-page resumes for each Key Personnel as described in Section 7.4.7.4.

7.4.2.5 Prior Teaming

Identify instances in the past twenty years (measured from the date of issuance of this RFQ) where the Respondent team has successfully worked together on Projects of Similar Scope and Complexity and/or describe the steps the Design-Build Team has taken to promote integration and a collaborative working environment.

Identify the project and the roles of the respective team members on such Projects of Similar Scope and Complexity, including whether the entities worked as a team (e.g., Design-Builder and designer on a design-build project, as joint venturers on a project, or through a contractor-subcontractor relationship) or were not a team and only worked on the same project (e.g., contractor and owner’s designer on a design-bid-build project or as separate subcontractors or subconsultants on the same project). Note that the JPA reserves the right to award more points to those teams who have successfully worked together in a collaborative delivery model.

7.4.2.6 Subcontracting and Self-Performance

Describe Respondent’s approach to determining the mix of self-performed and subcontracted scope of work. Explain why this approach is in the best interest of, and otherwise provides an organizational structure that will meet or exceed, the Project Goals.
For anticipated self-performed scope, describe the Respondent’s capability and capacity to self-perform construction, specifically addressing its labor resources, equipment inventory, and geographic proximity of these resources to the Package #2 site. If labor and equipment are to be imported from outside the immediate vicinity of that site, explain the Respondent’s approach to maximizing project efficiency and minimizing related cost impacts of these imported resources.

For anticipated subcontracted scope, equipment procurement, and materials bids, describe the Respondent’s process for securing multiple, competitive bids in a busy market with limited resources. Discuss the Respondent’s methodology for obtaining and evaluating such bids in a timely manner, how the JPA should be involved in evaluating subcontractor, equipment, and materials bids, and how the subcontractor bidding efforts relate to Contractor’s self-performance work. Also, describe how the JPA could potentially reduce the impact of double markup on purchased services, material, and equipment.

### 7.4.2.7 Scoring Criteria

The qualifications of the Design-Build Team Members will be evaluated in accordance with the criteria in this Section 7.4.2.7 taking into account the submittal requirements in Section 7.4.2 and Key Personnel references.

A. Extent and depth of the Design-Build Team, its individual team members, the management team and Key Personnel qualifications, experience in connection with Projects of Similar Scope and Complexity, and how such personnel will contribute to meeting or exceeding the Project Goals;

B. The extent, depth, and likelihood of success of the Design-Build Team, its individual team members, the management team, and Key Personnel listed in working together; and

C. The stability, strength and likelihood of success of Respondent’s proposed management structure, Design-Build Team, and Key Personnel.

### 7.4.3 Volume 1: Project Experience (45 points)

#### 7.4.3.1 Overview Narrative

A. Provide a narrative describing the Respondent’s experience successfully delivering Projects of Similar Scope and Complexity.

B. Provide profiles of at least three Projects of Similar Scope and Complexity and provide the following information for each such project:

1. A description of the project and discussion of the relevance of the Respondent’s experience with the project as a Project of Similar Scope and Complexity to Package #2;

2. A description of the primary challenges to the project and how the Respondent overcame the challenge;
3. Highlight the following types of experience, as applicable:

   a) Conveyance pipeline facilities, particularly those with welded steel pipe and trenchless construction;
   
   b) Dechlorination facilities;
   
   c) Construction activities in or around environmentally sensitive areas and/or areas requiring rock removal or difficult excavation; and
   
   d) Water discharge features or facilities, particularly those to surface water bodies.

C. Describe Progressive Design-Build and/or other alternative delivery experience including the following:

   1. Creating a collaborative work environment incorporating the owner in the decision making process;
   
   2. How Design-Build Team members have utilized innovative design and construction techniques and/or state of the art technology and sustainability measures to achieve the owner’s goals, increase safety, and/or enhance communication and collaboration;
   
   3. Strategies the Design-Build Team members have implemented to work closely and appropriately to coordinate with the owner (and its stakeholders) to minimize the overall time, cost, and risk associated with the project;
   
   4. The approach used to ensure that adequate materials, equipment, and qualified resources were available to complete the project; and
   
   5. Assess whether the project achieved performance requirements.

D. Describe demonstrated experience in project controls and development of a GMP:

   1. Provide a narrative describing Respondent’s experience with the development and management of project budgets, including collaboratively developing a GMP with an owner.
   
   2. Discuss how Respondent’s estimating and cost monitoring process provides substantive and meaningful information to the owner.
   
   3. Describe the three biggest issues Respondent has encountered in the past with respect to developing GMPs and how those issues were overcome.
   
   4. Describe what factors would drive an owner to consider taking an “off-ramp” prior to and at GMP. Discuss the best practices the Respondent
would recommend to clearly address the "off-ramp" topic and minimize the chance of such an outcome

E. As applicable, include information pertaining to each Design-Build Team member's involvement in the above described projects.

F. Provide Owner/Client references (name, role/title, organization, address, telephone number, and email address). By submitting these references, Respondent consents to the JPA contacting these references.

7.4.3.2 Identification of Projects
Respondents shall include an Identification of Projects Table as Attachment C.5 under Section 7.4.7.2 in Volume 3 per the requirements of Section 7.4.7.5.

7.4.3.3 Scoring Criteria
Respondent's project experience will be evaluated in accordance with the criteria in this Section 7.4.3.3 taking into account the submittal requirements in Section 7.4.3 and project references.

A. Extent and depth of the Design-Build Team’s technical design, construction, integration, and startup/commissioning experience on similar projects to Package #2, and experience working together on those previous projects; and

B. Extent and depth of the experience of the Design-Build Team with Design-Build work on Projects of Similar Scope and Complexity and how such experience will contribute to meeting or exceeding the Project Goals.

7.4.4 Volume 1: Permitting Experience (10 Points)

7.4.4.1 Instructions
Respondents shall provide a detailed description of its permitting experience for similar conveyance systems and how that relevant experience will affect the Respondent’s ability to complete the permitting process for Package #2 within the constraints of the project schedule including:

A. Experience meeting environmental compliance requirements;

B. Experience obtaining encroachment permits with the cities and municipalities in San Diego County and with the California Department of Transportation; and

C. Respondent’s California permitting experience.

This discussion may reference projects identified in Section 7.4.3.2 as well as include brief summaries of additional projects with a specific focus on permitting issues.

Respondent should describe experience on Projects of Similar Scope and Complexity that impacted multiple agencies and provide examples of how the Respondent addressed concerns
of each agency through efficient engagement that reduced the effort and time required of the staff in those agencies while gaining timely approval of all permits.

7.4.4.2 Scoring Criteria

Respondent’s permitting experience will be evaluated in accordance with the criteria in this Section 7.4.4.2 taking into account the submittal requirements in Section 7.4.4.

A. Extent and depth of the Design-Build Team’s successful permitting experience over multiple agencies on similar conveyance projects to Package #2;

B. Extent and depth of the experience of the Design-Build Team that demonstrates how permitting strategies can be tailored to Package #2 so that permitting will not cause schedule delays; and

C. Experience that demonstrates successfully completing the permitting processes in California.

7.4.5 Volume 1: Safety (10 points)

7.4.5.1 Instructions

Provide a summary of the Respondent’s safety program and safety record, including supporting evidence (Safety Record Documentation). The SOQ must include the following safety information for the past five years for each of the Respondent, Contractor, Engineer, and each Equity Member:

1. Experience modification rate (EMR) calculated by the National Council on Compensation Insurance or similar rating bureau.

2. Describe all OSHA violations and all workers’ compensation and safety claims.

3. Completed OSHA Form 300A, Summary of Work-Related Injuries and Illness.

7.4.5.2 Scoring Criteria

Respondent’s safety approach will be evaluated in accordance with the criteria in this Section 7.4.5.2 taking into account the submittal requirements in Section 7.4.5.

A. Respondent’s safety history for the past five years, including the individual safety histories of each member of its Design-Build Team.

B. Descriptions of Respondent’s safety program effectiveness and commitment to safety in the delivery of all phases of the Design-Builder’s projects.
7.4.6 Volume 2: Financial Submittal Requirements

7.4.6.1 Financial Statements

Provide audited financial statements for the Respondent, each Equity Member and, if applicable, the Contractor and each Financially Responsible Party for the three most recently completed fiscal years. In each case, if the entity is a consortium, partnership or any other form of a joint venture, provide financial statements for all such members. If unaudited financial statements are provided, Respondent should state that audited statements are not available.

If the entity has been in existence for less than three fiscal years, the Respondent shall expressly state that such entity has been in existence for less than three fiscal years and shall provide financial statements for the number of fiscal years (or portions of fiscal years) it has been in existence.

The financial statements shall include:

A. Opinion Letter (Auditor's Report);
B. Balance Sheet;
C. Income Statement;
D. Statement of Cash Flow; and
E. Footnotes.

The financial statements must meet the following requirements:

(a) GAAP/IFRS: Financial statements must be prepared in accordance with U.S. Generally Accepted Accounting Principles (U.S. GAAP) or International Financial Reporting Standards (IFRS). If financial statements are prepared in accordance with principles other than U.S. GAAP or IFRS, a letter must be provided from a certified public accountant discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP or IFRS. A restatement of the financial information in accordance with U.S. GAAP or IFRS is not required.

(b) U.S. Dollars: Financial statements shall be provided in U.S. dollars, if available. If financial statements are not available in U.S. dollars, the Respondent must include summaries of the Income Statements, Statements of Cash Flow, and Balance Sheets for the applicable time periods converted to U.S. dollars by a certified public accountant with a description of the formula for conversion.

(c) Audited: Financial statements must be audited by an independent party qualified to render audit opinions (e.g., a certified public accountant). If audited financials are not available for an entity, the SOQ shall include unaudited financial statements for such entity, certified as true, correct and accurate by the chief executive, chief financial officer or treasurer (or by such equivalent position or role) of the entity.
(d) **English:** Financial statement information must be prepared in English. If audited financial statements are prepared in a language other than English, then translations of all financial statement information must accompany the original financial statement information and that English translation will control in the event of a conflict with the original.

(e) **Newly Formed Entity:** If Respondent, any Equity Member or, if applicable, the Contractor and any Financially Responsible Party is a newly formed entity and does not have independent financial statements, financial statements for the equity owners of such entity shall be provided (and the entity shall expressly state that the entity is a newly formed entity and does not have independent financial statements).

(f) **SEC Filings:** If any entity for which financial information is submitted hereby files reports with the Securities and Exchange Commission, then such financial statements shall be provided through a copy of their annual report on Form 10K. For all subsequent quarters, provide a copy of any report filed on Form 10Q or Form 8-K which has been filed since the latest filed Form 10K.

(g) **Confidentiality:** Respondent shall identify any information which it believes is entitled to confidentiality by identifying as confidential in accordance with Section 8.4.

(h) **Credit Ratings:** Respondent shall provide a list identifying: (i) each entity for which financial statements are provided; (ii) a statement indicating whether each entity has a credit rating from a nationally recognized rating agency (such as Fitch Ratings, Moody’s Investor Service, and Standard & Poor’s Ratings Group); and (iii) if so, providing a copy of its current credit rating. If Respondent does not have a credit rating, provide a statement to that effect.

### 7.4.6.2 Material Changes in Financial Condition

Provide information regarding any material changes in financial condition for the Respondent, each Equity Member and, if applicable, Contractor and each Financially Responsible Party for the past three fiscal years and anticipated for the next reporting period. In each case, if any of the foregoing entities is a consortium, partnership, or any other form of a joint venture, provide this information for all such members.

If no material change has occurred and none is pending, each of these entities shall provide a letter from their respective chief executive officer, chief financial officer, or treasurer (or equivalent position or role) so certifying.

In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, actual and anticipated association changes or disruptions in executive management, the likelihood that the developments will continue during the period of performance of the Package #2 Work, and the projected full extent, nature and impact, positive and negative, of the changes experienced and anticipated to be experienced in the periods ahead. Include discussion of how the change is anticipated to affect the organizational and financial capacity, ability, and resolve of the Respondent, each Equity Member, Contractor, and each Financially Responsible Party as applicable, to remain engaged in this procurement and submit a responsive proposal.
Estimates of the impact on revenues, expenses, and the change in equity will be provided separately for each material change as certified by the chief executive officer, chief financial officer, or treasurer (or equivalent position or role).

References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes.

Where a material change will have a negative financial impact, the affected entity shall also provide a discussion of measures that would be undertaken to insulate the ECAWP Project, Package #2, and the Package #2 Work from any recent material changes and those currently in progress or reasonably anticipated in the future.

If the financial statements indicate that expenses and losses exceed income in each of the three completed fiscal years or in the aggregate over such period (even if there has not been a material change), the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

Below is a representative list of events intended to provide examples of what the JPA considers a material change in financial condition. This list is intended to be indicative only. At the discretion of the JPA, any failure to disclose a prior or pending material change may result in disqualification from further participation in the selection process.

Representative material changes include:

(a) An event of default or bankruptcy involving the affected entity, or the parent corporation of the affected entity;

(b) A change in tangible net worth of 10% or more of shareholder equity;

(c) A sale, merger, or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity or parent corporation of the affected entity;

(d) A downgrade in credit rating for the affected entity or parent corporation of the affected entity;

(e) Non-payment of any debt service;

(f) Inability to meet material conditions of loan or debt covenants by the affected entity or parent corporation of the affected entity which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;

(g) In the current and three most recently completed fiscal years or in the aggregate over the three most recently completed fiscal years, the affected entity or the parent corporation of the affected entity either: (i) incurs a net operating loss; (ii) sustains charges exceeding 5% of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; or (iii) implements a restructuring/reduction in labor force exceeding 200 positions or involves the disposition of assets exceeding 10% of the then shareholder equity;
(h) Any threatened or pending litigation that could have a material effect on the entity or impact its status as a going concern; or

(i) Other events known to the affected entity which represents a material change in financial condition over the past three fiscal years or may be pending for the next reporting period.

7.4.6.3 Financially Responsible Party Letter of Support

If financial statements of a Financially Responsible Party are provided to demonstrate financial capability of Respondent, Equity Members or, if applicable, the Contractor, an appropriate letter from the applicable Financially Responsible Party must be provided confirming that it will financially support all the obligations of Respondent, the Equity Member or, if applicable, the Contractor, as applicable with respect to the Package #2 Work. If financial statements are not provided for a Respondent, the entity that supplies the financial statements shall be a Financially Responsible Party. This letter must be signed by the chief executive officer, chief financial officer or treasurer (or equivalent position or role) of the Financially Responsible Party.

If a Financially Responsible Party is identified for the Contractor, then such Financially Responsible Party may, in the JPA’s sole discretion, be required to guarantee the performance of the Contractor.

Respondents shall note that the JPA may, based upon the review of the information provided pursuant to Volume 2, or Respondent’s form of organization, specify that an acceptable Financially Responsible Party or a parent or affiliate guaranty is required as a condition precedent prior to qualification or award of the DB Contract. For purposes of this paragraph, (a) “parent” means parent companies at any tier and (b) “affiliate ” means: (i) subsidiary companies at any tier; (ii) entities under common ownership; (iii) joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving Respondent, any Equity Member or, if applicable, Contractor, as a joint venturer or partner and not to activities of other joint venturers or partners not involving Respondent, any Equity Member or, if applicable, Contractor); and (iv) other financially liable or responsible parties for the entity.

7.4.6.4 Off-Balance Sheet Liabilities

For each entity for which financial information is submitted, provide a letter from the chief financial officer or treasurer (or equivalent position or role) of the entity or the certified public accountant: (a) identifying all off-balance sheet liabilities in excess of $5 million dollars in the aggregate; or (b) stating there are no such off-balance sheet liabilities.

7.4.6.5 Surety Letter

Provide a letter from an eligible surety in the form provided in Attachment C.3 (Form of Surety Letter of Intent) in Volume 3. Letters can be provided that exceed the minimum aggregate dollar amount provided in Attachment C.3, but letters indicating “unlimited” bonding capability are not acceptable.

In instances where the response to this Section 7.4.6.5, contains descriptions of proposed or anticipated material changes in the financial condition of the Respondent as required for the next
requesting period, a certification that the eligible surety’s analysis specifically incorporates a review of the factors surrounding the proposed or anticipated material changes in the financial condition of the Respondent and identifying any special conditions which may be imposed before issuance of surety bonds for the Package #2 Work.

For purposes of this Section 7.4.6.5, an “eligible surety” is a bonding surety licensed in the State of California, listed on the U.S. Department of the Treasury’s “Listing and Approved Sureties” (found at https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570.htm), rated “A” or higher by at least two nationally-recognized rating agencies (Fitch Ratings, Moody’s Investor Service, and Standard & Poor’s Ratings Group) or rated least at “A-” according to A.M. Best’s Financial Strength Rating and Financial Size.

7.4.7 Volume 3: Appendices and Forms

7.4.7.1 Minimum Qualifications

Qualifying SOQs must not fail any of the Minimum Qualification Requirements provided in Attachment B to this RFQ, except as otherwise provided in Attachment B and this RFQ. Attachment B includes minimum project experience and safety qualification requirements. Other minimum qualification requirements include items such as material adverse conditions, licensing, bonding, and insurance.

7.4.7.2 SOQ Forms

Complete the following forms provided as Attachment C of this RFQ for inclusion in Volume 3.

- Attachment C.1 – Form of Notarized Affidavit of Authenticity
- Attachment C.2 – Form of Insurance Company Letter of Intent
- Attachment C.3 – Form of Surety Letter of Intent
- Attachment C.4 – Respondent Certification
- Attachment C.5 – Identification of Projects Table

7.4.7.3 Safety Record Documentation

Provide Safety Record Documentation supporting the Respondent’s safety program and safety record as required under Section 7.4.5.

7.4.7.4 Resumes of Design-Build Team

Provide 2-page resumes of Key Personnel. These resumes must include the following information:

1. Description of the individual’s proposed role in delivering Package #2;
2. Identification of employer and number of years employed by the firm;
3. Educational background, professional licenses, and/or certifications;
4. Experience relevant to their proposed role on Package #2 and how their past performance on previous projects will benefit Package #2; and
5. Based on the information available to the Respondent, proposed percentage of time that Respondent intends to assign this individual to the Package #2 Work for each phase of the Package #2 Work.

7.4.7.5 Identification of Projects Table
Submit an “Identification of Projects Table” (provided as Attachment C.5) for every project mentioned in the SOQ. The Identification of Projects Table must include the following information:

1. Name of project;
2. Owner/Customer;
3. Location of project (include address);
4. Description of the delivery method and integration of design and construction and identify the firm(s) role as a prime design-builder, consultant, subconsultant, contractor, subcontractor or other;
5. Project description, applicability and relevance to the evaluation criteria for Package #2;
6. Name of each Key Personnel who played a significant role on the project, including a description of project responsibilities and functions;
7. The initial contract price, the final contract price, and an explanation for any difference between the two amounts;
8. The initial date scheduled for substantial completion, the actual date of completion, and an explanation for any difference between the two dates; and
9. Project contact of owner or customer (current address, e-mail, and phone number) who can verify the characteristics of the submitted project example.

The Identification of Projects Table may be submitted on 11” x 17” paper and may be no more than two pages in length. Respondent is responsible for ensuring that contact information contained in their Identification of Projects Table is correct. The inability to contact a reference may have a detrimental impact on the evaluating qualifications. The JPA reserves the right to contact any person listed in the Identification of Projects Table or any other person with knowledge regarding any project in which any Design-Build Team member or Key Personnel participated.

The information provided in this section will not be scored separately. Rather, the information will be used to obtain basic information regarding the projects and determine whether projects identified in the SOQ are within the definition of Projects of Similar Scope and Complexity.

7.4.7.6 Draft Term Sheet Comments
Provide comments to the draft term sheet provided as Attachment A for inclusion in Volume 3.
7.4.7.7 Executed Teaming Agreements
Provide executed teaming agreements or summaries of teaming agreement key terms. See Section 7.4.2.1.

7.4.7.8 Addenda
Respondent shall acknowledge receipt of addenda by signing and dating the certification at the end of each addenda and shall include the certification(s) in Volume 3 of Respondent’s SOQ.
Section 8: Limitations

8.1 Improper Communications and Conflicts

The following rules of contact shall apply during the procurement for the Package #2 Work, effective as of the date of issuance of this RFQ through the execution of the DB Contract. These rules are designed to promote a fair, competitive, and unbiased procurement process. Additional rules or modifications to these rules may be issued by the JPA in connection with the draft RFP process and in the RFP. Contact includes face-to-face, telephone, facsimile, e-mail, or formal written communication, either directly or indirectly by an agent, representative, promoter or advocate of a Respondent.

The specific rules of contact during the RFQ phase (unless another period is otherwise noted) are as follows:

1. After release of the RFQ, no Respondent or any of its Design-Build Team members may communicate with another Respondent or its Design-Build Team members with regard to the RFQ, the RFP or either team’s Proposal; provided, however, that subcontractors that are shared between two or more Design-Build Teams (subject to the restrictions in Section 8.3) may communicate with their respective team members so long as those Respondents establish reasonable protocols to ensure that the subcontractor will not act as a conduit of information between the teams (contact among Respondent organizations is allowed during the JPA-sponsored informational meetings).

2. The JPA shall be the sole contact for purposes of this procurement, the RFQ, and the RFP. The Respondents shall correspond with the JPA regarding the RFQ and RFP only through designated representatives (which initially shall be the Owner Contact as set out in Section 6.1).

3. Commencing with the issuance of this RFQ and continuing until the earliest of (i) award and execution of the DB Contract, (ii) rejection of all Proposals by the JPA, or (iii) cancellation of the procurement, no Respondent or representative thereof shall have any ex parte communications regarding the RFQ, RFP, the DB Contract or the procurement described in this RFQ with:

   • Any JPA Board Member or Alternate Board Member and/or

   • Any JPA staff, advisors, contractors or consultants involved with the procurement (including those referenced in this Section 8 except for: (1) communications expressly permitted by the RFQ or RFP or (2) as approved in writing in advance by the Owner Contact, in Owner Contact’s sole discretion. The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to the Package #2 Work, the ECAWP Project, this RFQ, the RFP, the DB Contract or the procurement or limit participation in public meetings or any public or Respondent workshop.
related to the Package #2 Work, the ECAWP Project, this RFQ, or the RFP. Any Respondent engaging in such prohibited communications may be disqualified at the sole discretion of the JPA.

4. The Respondents shall not contact the following identified stakeholders regarding the Package #2 Work and the ECAWP Project, including employees, representatives, members, consultants, and advisors of the entities listed below (collectively, Stakeholders). The JPA shall provide any necessary coordination during the RFQ stage with such entities in order that, among other things, the procurement is implemented in a fair, competitive, and transparent manner and with uniform information:

- Padre Dam Municipal Water District
- City of El Cajon
- San Diego County Sanitation District
- Helix Water District

Information requests concerning the above entities shall be sent to the Owner Contact as set out in Section 6.1.

5. Any communications determined to be prohibited or improper, at the sole discretion of the JPA, may result in disqualification.

6. Any official information regarding the Package #2 Work and the ECAWP Project will be disseminated from the JPA’s office on agency letterhead. Any official correspondence will be communicated by the Owner Contact as set out in Section 6.1.

The JPA will not be responsible for, and Respondents may not rely on, any oral or written exchange or any other information or exchange that occurs outside the official process specified in this RFQ.

**8.2 Organization Conflicts of Interest**

Respondents are required to comply with the JPA’s Conflict of Interest Policy for Package #2, which is attached as Attachment E hereto and incorporated herein by reference in its entirety.

Without an exception granted by the JPA, it is the JPA’s policy that any person or firm under contract, or previously under contract with Padre Dam or the JPA to prepare procurement documents, preliminary plans, planning reports or other project development products for Package #2 will not be allowed to participate in any capacity on a Respondent or Design-Build Team. Exceptions to this policy may be granted by the JPA, upon written request from such person or firm, if it is determined that the person’s or firm’s involvement is in the best interest of the public and does not constitute an unfair advantage. Respondent’s seeking such exception shall submit such written request as soon as possible (optimally by February 7, 2020), as the JPA shall not extend the SOQ due date or be responsible for any inability or failure to respond prior to the SOQ due date to any such request.
Respondents are prohibited from teaming with, receiving any advice or discussing any aspect relating to the ECAWP Project with any person or entity with an organizational conflict of interest, including:

- Kennedy/Jenks Consultants, Inc.
- Trussell Technologies
- Brown and Caldwell
- Helix Environmental
- Clear Controls Services
- Michael R. Welch Consulting
- Clean Energy Capital
- NV5
- Flow Science
- National Water Research Institute
- Geocon
- Paul Redvers Brown, Inc.
- Public Financial Management
- Nossaman LLP
- Scripps Institute of Oceanography

The restrictions in this Section 8.2 also apply to affiliates of the foregoing (meaning parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities, and other financially liable or responsible parties for the entity). Common ownership does not include the holding of stock in a publicly traded company unless such stock ownership is a majority position or results in control of the affected entity.

Such persons and entities are also prohibited from participating on a Design-Build Team as an Equity Member, contractor, subcontractor, consultant or subconsultant.

By submitting an SOQ, each Respondent agrees that, if an organizational conflict of interest is discovered, the Respondent must make an immediate and full written disclosure to the JPA that includes a description of the action that the Respondent has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest that the Respondent knew, or should have known about, but failed to disclose is determined to exist during the procurement process, the JPA may disqualify the Respondent. If an organizational conflict of interest that the Respondent knew, or should have known about, but failed to disclose exists and the Respondent has entered into a DB Contract as Design-Builder, the JPA may terminate the DB Contract. In either case, the JPA reserves all legal rights and remedies. Respondents should not view the foregoing list as an exhaustive list of those firm(s) that have or may have conflicts of interest.

Respondents are also advised that JPA’s guidelines in this RFQ are intended to augment applicable federal and state law, including federal organizational conflict of interest laws and rules and the laws and rules relating to NEPA. Such applicable law will also apply to Respondent teams and teaming and may preclude certain firms and their entities from participating on a Respondent team.
8.3 Participation on More Than One Design-Build Team

The JPA is committed to ensuring a fair and competitive procurement process. Accordingly, except with the JPA’s prior written approval, which approval may be withheld at the JPA’s sole discretion, (1) no Principal Participant, Engineer, or Contractor from any Design-Build Team may participate, in any capacity, as part of another Design-Build Team; and (2) no Principal Participant, Engineer, or Contractor under direct or indirect common ownership or having the same upstream parent may be on more than one Design-Build Team.

Any Respondent that fails to comply with the prohibitions in this Section 8.3 may be disqualified from further participation in this procurement.

8.4 Proprietary and Confidential Information

Once submitted, the SOQs shall become the property of the JPA and may not be returned to Respondents.

SOQs are subject to the California Public Records Act (Chapter 3.5, commencing with section 6250, of Division 7 of Title 1 of the Government Code) (“Public Records Act”). Respondents are encouraged to familiarize themselves with the Public Records Act. In the event the Respondent submits any documents which the Respondent believes are not subject to disclosure pursuant to the Public Records Act, it must conspicuously mark each document “CONFIDENTIAL” or “CONFIDENTIAL TRADE SECRETS” in the header or footer of each such page affected. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for the JPA to treat the entire SOQ as public information.

The JPA will not advise a Respondent as to the nature or content of documents entitled to protection from disclosure under the Public Records Act or other applicable laws, as to the interpretation of such laws, or as to the definition of trade secret. Nothing contained in this provision shall modify or amend requirements and obligations imposed on the JPA by the Public Records Act or other applicable law. The JPA may disagree with the Respondent’s assessment regarding confidentiality or proprietary nature of information in the interest of complying with the Public Records Act. The provisions of the Public Records Act or other applicable laws shall control in the event of a conflict between the procedures described above and the applicable law.

In the event of any proceeding or litigation concerning the disclosure of any material submitted by the Respondent, the JPA will be the custodian retaining the material until otherwise ordered by a court or such other authority having jurisdiction with respect thereto, and the submitting party shall otherwise prosecute or defend any action concerning the materials at its sole expense and risk; provided, however, that the JPA reserves the right, in its sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable. All costs and fees (including attorneys’ fees and costs) incurred by the JPA in connection with any litigation, proceeding, or request for disclosure shall be reimbursed and paid by the Respondent objecting to the disclosure. Each Respondent shall bear its own costs in connection with any litigation, proceeding, or request for disclosure.

In no event shall the JPA or any of their respective agents, representatives, consultants, directors, officers, or employees be liable to a Respondent.
8.5 Protest Procedures and Debriefings

8.5.1 Applicability and Process

This Section 8.5 sets forth the sole and exclusive protest remedies available with respect to this RFQ. A Respondent’s failure to comply with these procedures shall constitute a waiver of any right to further pursue its protest. These provisions prescribe the sole and exclusive procedures for protests regarding:

a) Allegations that the terms of the RFQ are wholly ambiguous, contrary to legal requirements applicable to the procurement or exceed the JPA’s authority;

b) A determination as to whether an SOQ is responsive to the requirements of the RFQ or as to whether an SOQ passes the pass/fail criteria in this RFQ; and

c) Shortlisting determinations.

8.5.2 Required Early Communication for Certain Protests

Protests concerning the issues described in Section 8.5.1 may be filed only after the Respondent has informally discussed the nature and basis of the protest with the JPA, following the procedures prescribed in this Section 8.5.2. Informal discussions shall be initiated by a written request for a one-on-one meeting delivered to the Owner Contact as specified in Section 6.1. The written request shall include an agenda for the proposed one-on-one meeting. The JPA will meet with the Respondent as soon as practicable to discuss the nature of the allegations. If necessary, to address the issues raised in an informal discussion, the JPA may make appropriate revisions to the RFQ documents by issuing addenda.

8.5.3 Deadlines for Protests

Protests concerning the issues described in Section 8.5.1 a) must be filed as soon as the basis for the protest is known, but no later than ten calendar days after the date of issuance of the RFQ, unless the protest relates to an addendum to the RFQ, in which case the protest must be filed no later than five calendar days after the addendum is issued.

Protests concerning the issues described in Section 8.5.1 b) must be filed no later than five business days after receipt of the notification of non-responsiveness or failure to pass all pass/fail criteria in this RFQ.

Protests concerning the issues described in Section 8.5.1 c) must be filed no later than ten calendar days after mailing of the notice of shortlisting.

8.5.4 Content of Protest

Any protest shall contain a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the protest and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. The protest shall also
include the name and address of the protestor and the RFQ or contract number. Statements shall be sworn and submitted under penalty of perjury.

8.5.5 Filing of Protest

Protests shall be filed by hand delivery or express mail courier on or before the applicable deadline to the Owner Contact at the address in Section 6.1. For any protest filed after the SOQ submittal deadline (as provided in Section 7.1), Respondent filing the protest shall concurrently send a copy of the protest to the other Respondents whose addresses may be obtained by contacting the Owner Contact as set out in Section 6.1.

8.5.6 Comments from Other Respondents

Other Respondents may file statements in support of or in opposition to the protest within five calendar days of the filing of the protest. The JPA shall promptly forward copies of all such statements to the protestor. Any statements shall be sworn and submitted under penalty of perjury.

8.5.7 Burden of Proof

The protestor has the burden of proving its protest by clear and convincing evidence. The JPA may discuss the protest with the protestor and other Respondents. No hearing will be held on the protest. The protest shall be decided solely on the basis of written submissions.

8.5.8 Decision on the Protest

The JPA or its designee will endeavor to issue a written decision regarding the protest within 30 calendar days after the filing of the detailed statement of protest. If necessary, to address the issues raised in a protest, the JPA may make appropriate revisions to this RFQ by issuing an addendum.

The written decision of the JPA’s Board of Directors shall be final and non-appealable.

8.5.9 Protestor’s Payment of Costs

If a protest is denied, the Respondent filing the protest shall be liable for the JPA’s costs reasonably incurred to defend against or resolve the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by the JPA as a consequence of the protest.

8.5.10 Rights and Obligations of Respondents

Each Respondent, by submitting its SOQ, expressly recognizes and agrees to the limitation on its rights to protest provided in this Section 8.5, and expressly waives all other rights and remedies that may be available to the Respondent under law. These provisions are included in this RFQ expressly in consideration for such waiver and agreement by the Respondents. If a Respondent disregards, disputes, or does not follow the exclusive protest remedies provided in
this Section 8.5, it shall indemnify, defend and hold the JPA and its officers, employees, agents, and consultants harmless from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Respondent’s actions. Each Respondent, by submitting an SOQ, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

8.5.11 Debriefings

All Respondents submitting SOQs will be notified in writing of the results of the evaluation process. Respondents not shortlisted may request a debriefing within ten business days of notification of shortlisting. Debriefings shall be provided at the JPA’s earliest feasible time after Respondent’s written request for a debriefing. The debriefing shall be conducted by a procurement official familiar with the rationale for the shortlist decision.

- Debriefings shall:
  - Be limited to discussion of the unsuccessful Respondent’s SOQ and may not include specific discussion of any competing SOQ or Shortlisted Respondents;
  - Be factual and consistent with the evaluation of the unsuccessful Respondent’s SOQ; and
  - Provide information on areas in which the unsuccessful Respondent’s SOQ had weaknesses or deficiencies.

Debriefings will not include discussion or dissemination of the thoughts, notes or rankings of individual evaluators.

8.6 Obligation to Keep Design-Build Team Intact

All firms, Design-Build Team Members, and Key Personnel identified in the SOQ must remain on the Design-Build Team for the duration of the procurement process and execution of the DB Contract for Package #2. If extraordinary circumstances require a change, a request to that effect must be submitted in writing to the JPA. In its sole discretion, the JPA will determine whether to authorize a change. The JPA recognizes that certain circumstances (such as termination of employment) may occur that are beyond the Respondent’s control. Unauthorized changes to the Design-Build Team and Key Personnel at any time during the procurement process may result in re-scoring the qualifications of the Respondent and/or elimination of the Respondent from further consideration, at the JPA’s sole discretion.

8.7 Agency Rights

In connection with this procurement, the JPA reserves to itself all rights (which rights shall be exercisable by the JPA in its sole discretion) available to it under all applicable law, including, the following rights, which may be exercised with or without cause and with or without notice:

1. Cancel, modify, or withdraw the RFQ or RFP without incurring cost obligations or liabilities.
2. Issue a new RFQ or RFP, or modify dates set or projected in the RFQ or RFP.
3. Accept or reject any or all SOQs or Proposals or other documents/information submitted in connection with an SOQ or Proposal.

4. Issue addenda, supplements, and modifications to this RFQ or the RFP.

5. Modify the procurement process with appropriate notice to Respondents or Proposers as applicable.

6. Solicit a Best and Final Offer (BAFO) from each Shortlisted Respondent.

7. Appoint an evaluation committee and evaluation teams to review SOQs and Proposals and consider the advice and assistance of non-JPA experts in evaluations.

8. Approve or disapprove particular subcontractors, substitutions of subcontractors, and/or changes in Design-Build Team members.

9. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the SOQs or Proposals.

10. Revise and modify, at any time before the SOQ or Proposal deadline, the factors it will consider in evaluating Proposals and to otherwise revise or expand its evaluation methodology.

11. Conduct interviews and/or discussions with Respondents.

12. Waive any weaknesses, informalities, irregularities, or omissions, permit corrections, and seek and receive clarifications.

13. Disqualify any Respondent or Proposer that changes its organization or other information included in the SOQ without the JPA’s written approval.

14. Hold the Proposals under consideration for the maximum duration of the Proposal validity period specified in the RFP or longer if there is a mutual agreement.

15. Award the DB Contract, with or without negotiations, to the Proposer determined by the JPA to have offered the best value to the JPA.

16. Disclose information contained in the SOQs/Proposals to the public as described in this RFQ and the RFP or as may be required by law.

17. Not issue a Notice to Proceed (NTP) after execution of the DB Contract if specific contractual requirements are not met by the Design-Builder.

18. Terminate evaluations of SOQs/Proposals received at any time.

19. Require confirmation of information, additional information concerning an SOQ or Proposal, or require additional evidence of qualifications to perform the work described in this RFQ.

20. Contact and ask questions of contact persons.
21. Select other than the lowest priced Proposal as the best value Proposal.

22. Shortlist, hold discussions, and/or request BAFOs.

23. Approve or disapprove changes to any Design-Build Team.

24. Add or delete from the work contemplated under Package #2 and/or the DB Contract.

25. Negotiate with one or more Proposer(s).

26. Suspend and/or terminate negotiations, engage in negotiations with other than the highest ranked Proposer if negotiations with the highest ranked Proposer prove to be unsuccessful.

27. Retain ownership of all SOQs/Proposals and materials submitted in hard-copy and/or electronic format to the fullest extent permitted under this RFQ and applicable law.

28. Exercise any other right reserved or afforded to the JPA under this RFQ, the RFP, and applicable authority.

29. Reject or refuse to consider a submitted SOQ or Proposal if such refusal or rejection is based upon (without limitation) any of the following listed circumstances:

- Failure on the part of a Principal Participant or Key Personnel to pay, satisfactorily settle, or provide security for the payment of claims for labor, equipment, material, supplies, or services legally due on previous or ongoing contracts;
- Submittal by the Respondent/Proposer of more than one SOQ/Proposal for the same work under the Respondent’s/Proposer's own name or under a different name;
- Participation by a Principal Participant in more than one SOQ/Proposal in response to the RFQ/RFP, except as otherwise authorized in Section 8.3;
- Evidence of collusion between a prospective Respondent/Proposer, any Principal Participant or Key Personnel and other Respondents/Proposers, Principal Participants, or Key Personnel in the preparation of an SOQ, a Proposal, or any pricing for the Package #2 Work;
- Uncompleted work or default on a contract for which the prospective Respondent/Proposer or a Principal Participant is responsible which, in the judgment of the JPA, might reasonably be determined to hinder or prevent the prompt completion of the Package #2 Work or the DB Contract if awarded;
- Existence of a notice of debarment or suspension in any jurisdiction;
- Evidence of inadequate financial resources to ensure successful completion of all work under the DB Contract;
- Failure to obtain required bonds or specified insurance for the Package #2 Work;
- Proposer refusal to further negotiate pricing, or DB Contract terms and conditions, in advance of execution of the DB Contract;
- Evidence of Respondent/Proposer or Principal Participant noncompliance with any federal, state or local laws or regulations; or
By virtue of the JPA exercising any other right reserved or afforded to the JPA under the RFQ/RFP or under applicable law.

8.8 Disclaimers

In issuing this RFQ and undertaking the procurement process specified herein, the JPA disclaims the following:

1. Any liability or commitment to provide sales tax or other revenues to assist in performing any Package #2 Work under the DB Contract.

2. Any obligation, responsibility or liability, fiscal or otherwise, to reimburse a Respondent/Proposer for all or part of the costs incurred or allegedly incurred by parties considering a response to and/or in responding to this RFQ or the RFP.

3. Any obligation to award the DB Contract to the Proposer submitting the lowest priced Proposal.

4. Any obligation to award the DB Contract.

5. Any contractual obligation or liability for, any obligations with respect to Package #2, until such time (if at all) as the DB Contract, in form and substance satisfactory to the JPA, has been authorized and executed by all parties to that DB Contract.

By submitting an SOQ or any other response to this RFQ, each Respondent acknowledges that, it accepts all disclaimers in this RFQ and waives any right whatsoever to legally challenge or protest any JPA actions to exercise any such disclaimers, except as otherwise provided in Section 8.5 (Protest Procedures).

Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. California’s Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency (EPA) and state bond proceeds. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute an endorsement or recommendation of use.
Attachment A – Draft Term Sheet

The following draft term sheet is in the form of a responsibility matrix that summarizes the risk allocation, terms, and conditions the JPA anticipates will be included in the DB Contract for Package #2. This summary is not all-inclusive or definitive as to the form or substance of the final terms and conditions of the DB Contract to be awarded. The JPA reserves the right to amend, modify, add or delete terms and conditions in the RFP and/or DB Contract. This is a reference document and shall not be binding upon the JPA or any Respondent.

Responsibility Matrix

“P” designates primary responsibility

<table>
<thead>
<tr>
<th>Item/Task</th>
<th>Responsibility Allocation (if applicable)</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CEQA Approval</td>
<td>P</td>
<td>The JPA will obtain CEQA approval. Design-Builder shall perform the Package #2 work in accordance with the CEQA Approval.</td>
</tr>
<tr>
<td>Operational Approvals</td>
<td>P</td>
<td>The JPA will obtain the Division of Drinking Water and NDPES approvals.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Design-Builder shall provide all necessary assistance to the JPA in obtaining such permits and perform the Package #2 Work in accordance such approvals.</td>
</tr>
<tr>
<td>All Other Permits and Approvals</td>
<td>P</td>
<td>All permits and approvals required for the design and construction of Package #2 (e.g., building, grading, air permits, occupancy, encroachment permits, traffic control, environmental permits, etc.)</td>
</tr>
<tr>
<td>Permanent Property Acquisitions and Easements</td>
<td>P</td>
<td>Any permanent property acquisitions or easements required for the Package #2 Work to be further described in the RFP.</td>
</tr>
<tr>
<td>Temporary Easements and Acquisitions</td>
<td>P</td>
<td>Any temporary easements, laydowns, acquisitions or other property rights required for the Package #2 Work.</td>
</tr>
<tr>
<td>Environmental Compliance</td>
<td>P</td>
<td>Design the Package #2 Facilities and perform the Package #2 Work in compliance with applicable CEQA and other permitting/approval conditions. Provide required support such as, exhibits, plans and</td>
</tr>
<tr>
<td><strong>Design</strong></td>
<td>P</td>
<td>Design criteria and concepts that satisfy all DB Contract requirements.</td>
</tr>
<tr>
<td><strong>Geotechnical Information</strong></td>
<td>P</td>
<td>Design-Builder shall verify any geotechnical information supplied by the JPA and carry out any additional investigation necessary or appropriate to perform the Package #2 Work during Phase 1.</td>
</tr>
<tr>
<td><strong>Site Conditions</strong></td>
<td>P</td>
<td>Design-Builder shall verify any information pertaining to site conditions supplied by the JPA and carry out any additional investigation necessary or appropriate to perform the Package #2 Work during Phase 1; provided Design-Builder will not be responsible for differing site conditions and utilities that could not be reasonably foreseen to the extent specified under the DB Contract.</td>
</tr>
<tr>
<td><strong>ECAWP Project Coordination</strong></td>
<td>P</td>
<td>Design-Builder shall coordinate with Package #1 and Package #3 Design-Build Teams and interface with Package #1 System Integrator.</td>
</tr>
<tr>
<td><strong>Agency CIP Coordination</strong></td>
<td>P</td>
<td>Design-Builder shall coordinate with other agencies regarding in progress and upcoming Capital Improvement Project work such as pipeline realignments, etc.</td>
</tr>
<tr>
<td><strong>Agency Coordination</strong></td>
<td>P</td>
<td>Coordinate with agencies such as the State Historic Preservation Offices, regional trails and hiking groups, County Department of Parks and Recreation, etc. regarding design, planned construction activities, duration and timing.</td>
</tr>
<tr>
<td><strong>Force Majeure during Phase 1 and 2</strong></td>
<td>P</td>
<td>For specified force majeure events that: (1) impact the critical path, Design-Builder may be entitled to an extension of time; or (2) cause physical damage and are uninsurable, Design-Builder may be entitled to a change in the DB Contract price.</td>
</tr>
<tr>
<td><strong>Project Scope and Quality Definition</strong></td>
<td>P</td>
<td>Define scope and quality requirements for the Package #2 Work in the DB Contract.</td>
</tr>
<tr>
<td>GMP Proposal</td>
<td>P</td>
<td>Develop a GMP Proposal for the delivery of the Phase 2 work.</td>
</tr>
<tr>
<td>----------------------------------</td>
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<td>------------------------------------------------------------</td>
</tr>
<tr>
<td>Construction Cost</td>
<td>P</td>
<td>Design Package #2 to deliver the lowest attainable capital and life cycle costs for the defined scope and quality requirements, and construct Package #2 accordingly at a cost not to exceed the applicable GMP (Phase 2).</td>
</tr>
<tr>
<td>Construction Schedule</td>
<td>P</td>
<td>Achieve final completion of the Package #2 Work after the issuance of the Phase 2 notice to proceed. The required completion date will be specified in the RFP.</td>
</tr>
<tr>
<td>Design and Construction Quality and Standards</td>
<td>P</td>
<td>Construct the Facilities in accordance with: (1) the design and construction requirements included in the DB Contract; (2) all applicable codes, permits, regulations, laws, and other authority; and (3) good engineering and construction industry practices.</td>
</tr>
<tr>
<td>Commissioning and Acceptance Testing</td>
<td>P</td>
<td>Undertake and pass commissioning and acceptance tests to demonstrate that the Package #2 systems are capable of complete integration with the ECAWP Project’s other packages and otherwise operating in accordance with the standards provided under the DB Contract (including the performance requirements). Passing these commissioning and acceptance tests will be a condition to final completion of the Package #2 Work.</td>
</tr>
<tr>
<td>Financing and Payment</td>
<td>P</td>
<td>Obtain financing and make timely payments to the Design-Builder on the terms set forth in the DB Contract. Further details regarding payment terms will be provided with the RFP.</td>
</tr>
<tr>
<td>Security for Performance</td>
<td>P</td>
<td>Prior to the JPA’s issuance of a notice to proceed with Phase 1 Work, provide a payment bond and performance bond in the amount of 100% of the Phase 1 Work (i.e., through development of a GMP). Prior to the JPA’s issuance of a notice to proceed with Phase 2 Work, provide a payment bond and performance bond in the amount of 100% of the Phase 2 Work (i.e., through final completion of the Package #2 work).</td>
</tr>
<tr>
<td></td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>--------------------------------------</td>
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<td>--------</td>
</tr>
<tr>
<td>Changes in Law</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Changes in Project Standards</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Default Termination</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Termination for Convenience</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Consequential Damages</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>
| Disputes                             | N/A    | N/A    | The parties shall consent to the exclusive
jurisdiction of the courts of the State of California located in San Diego County. The JPA is amenable to alternate dispute resolution procedures but will not agree to arbitration.
Attachment B – ECAWP Package #2 Minimum Qualifications

Respondent will be disqualified if the answer to any of the following questions is “No,” except as otherwise provided in this Attachment B or the RFQ.

1. Does the Respondent’s Contractor currently possess a valid and current California CLASS A Contractor’s License?

   □ Yes   □ No

   A “no” response for this question will not immediately disqualify a Respondent for pre-qualification; provided the Contractor is able to obtain said license at the time of the DB Contract award. Will Contractor be able to do so?

   □ Yes   □ No

2. Does the Respondent’s Engineer currently possess a valid and current California Professional Civil Engineer license?

   □ Yes   □ No

   A “no” response for this question will not immediately disqualify a Respondent for pre-qualification; provided the Engineer be able to obtain said license at the time of the DB Contract award. Will Engineer be able to do so?

   □ Yes   □ No

3. Within the past 20 years, has the Respondent’s Engineer (i.e., the firm providing the “Engineer-of-Record” for Package #2) completed the design of at least three (3) conveyance projects, each 24-inch or larger diameter steel pressure pipeline with at least one being over one mile in length?

   □ Yes   □ No

4. Within the past 20 years, has the Respondent’s Contractor substantially completed construction of at least three (3) conveyance projects, each 24-inch or larger diameter steel pressure pipeline with at least one being over one mile in length?

   □ Yes   □ No

5. Within the past 20 years, has the Respondent’s Engineer completed the design of at least one (1) conveyance project using trenchless construction methods, not including pipeline rehabilitation, of at least 500 feet in length?

   □ Yes   □ No
6. Within the past 20 years, has the Respondent’s Contractor substantially completed the construction of or managed construction by a specialized, qualified subcontractor of at least one (1) conveyance project using trenchless construction methods, not including pipeline rehabilitation, of at least 500 feet in length?

☐ Yes      ☐ No

7. Has the Respondent received and acknowledged receipt of all issued addenda to the RFQ? List the number and date of all addenda received by the DB.

☐ Yes      ☐ No

________________________  ________________________
________________________  ________________________
________________________  ________________________
________________________  ________________________
________________________  ________________________
________________________  ________________________

8. Have the Respondent and its Equity Members evidenced the financial capability (as determined by JPA, in its sole discretion) to carry out the Package #2 Work responsibilities potentially allocated to it as demonstrated by the materials provided in response to Section 7.4.6 of the RFQ? This evaluation will take into account the following considerations, among others identified as relevant by the JPA, in its sole discretion, both currently as well as over the last three years, as appropriate:

• Profitability;
• Capital structure;
• Ability to service existing debt and solvency outlook;
• Other commitments and contingencies; and
• Additional considerations related to treatment of subsidiaries, tax, and special liabilities, etc.

☐ Yes      ☐ No

9. Has the Respondent or Design-Build Team Members (on behalf of Respondent) made the express, written commitments as required by Section 7.4.2.4 of the RFQ regarding the availability of individuals designated in the SOQ for the Key Personnel positions?

☐ Yes      ☐ No
10. Has the Respondent submitted a signed transmittal letter that satisfies the requirements set forth under Section 7.4.1 of the RFQ?

□ Yes □ No

11. Has the Respondent submitted an original, signed and notarized affidavit of authenticity (Attachment C.1)?

□ Yes □ No

12. Has the Respondent submitted an original, executed letter from an insurer certifying an EMR of no more than 1.0, and insurance coverage as required under Section 4.5 of the RFQ (Attachment C.2)?

□ Yes □ No

13. Has the Respondent submitted a notarized Form of Surety Letter of Intent (Attachment C.3) from an eligible surety, as defined in Section 7.4.6.5 of the RFQ?

□ Yes □ No

A “no” response for this question will not immediately disqualify a Respondent for pre-qualification; provided that a written statement of explanation from the eligible surety provides assurances that Respondent’s bonding capacity will be available before JPA solicits Proposals for Package #2. The surety letter must state Respondent’s current bonding capacity and availability.

14. Has Respondent submitted a complete, executed and certified Attachment C.4 (Respondent Certification) for each member of the Design-Build Team, Equity Member and Financially Responsible Party, as applicable?

□ Yes □ No

15. Does each submitted Respondent Certification (Attachment C.4) indicate a “No” response for all questions 1 through 21?

□ Yes □ No

A “no” response for this question will not immediately disqualify a Respondent for pre-qualification; provided the JPA determines, in its sole discretion, that the information disclosed does not materially adversely affect the Respondent’s ability to carry out the responsibilities for the Package #2 Work potentially allocated to it.
16. Has the Respondent submitted a completed Identification of Projects Table as required under Section 7.4.7.5 of the RFQ (Attachment C.5)?

☐ Yes  ☐ No

17. Does the Design-Build Team, when taking into account all of its members’ experience, have the minimum design and construction capability (as determined by JPA, in its sole discretion) to carry out the responsibilities for the Package #2 Work potentially allocated to it in the DB Contract?

☐ Yes  ☐ No
Attachment C.1 – Form of Notarized 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 Statement of Qualifications (“SOQ”).

[Insert State]

[Insert County]

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 _______________________________ ("Respondent"), a participating legal entity in the attached SOQ dated ____________________, 2020, and submitted in response to the Request for Qualifications for Progressive Design-Build Services for the East County Advanced Water Purification Project Package #2 ("RFQ") issued January 24, 2020 by the East County Advanced Water Purification Joint Powers Authority. All information pertaining to Respondent and provided in the attached SOQ 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 the RFQ by identifying the following addenda numbers and dates of receipt (if any): ________________________________.

______________________________

(Signature)

______________________________

(Printed Name)

______________________________

(Date)

______________________________

(Respondent Firm)
Attn: Mark Niemiec
Padre Dam Municipal Water District
P.O. Box 719003
Santee, California 92072

SUBJECT: ECAWP Package #2 Design-Build Project – Letter of Intent to Insure

Dear Mark Niemiec,

(“Respondent”) has submitted herewith a Statement of Qualifications (“SOQ”) in response to the Request for Qualifications for Progressive Design-Build Services for the East County Advanced Water Purification Project Package #2 (as amended, the “RFQ”) formally issued on January 24, 2020 by the East County Advanced Water Purification Joint Powers Authority (“JPA”), pursuant to which it is seeking to be selected by the JPA to deliver the Project described in the RFQ.

Over the past three years, Respondent is known to have an average experience modification rate (or EMR, as calculated by the National Council on Compensation Insurance or similar rating bureau) of no more than 1.0.

The undersigned (“Insurance Company / Insurance Broker”) has reviewed JPA’s RFQ and Respondent’s SOQ. Insurance Company / Insurance Broker hereby certifies that it intends to provide all required insurance as described in Section 4.5 of the RFQ in the event Respondent is selected for final negotiations and execution of the Design-Build Contract by JPA.

Name of Insurance Company / Insurance Broker

Name of Authorized Signatory

Signature

Title
Attachment C.3 Form of Surety Letter of Intent

(To be typed on Surety Company letterhead)

Attn: Mark Niemiec
Padre Dam Municipal Water District
P.O. Box 719003
Santee, California 92072

SUBJECT: ECAWP Package #2 Design-Build Project – Letter of Intent to Issue Security

Dear Mark Niemiec:

[Respondent] has submitted herewith a Statement of Qualifications (“SOQ”) in response to the Request for Qualifications for Progressive Design-Build Services for the East County Advanced Water Purification Project Package #2 (as amended, the “RFQ”) issued on January 24, 2020 by the East County Advanced Water Purification Joint Powers Authority (“JPA”), pursuant to which it is seeking to be selected by the JPA to deliver the Package #2 project described in the RFQ.

The undersigned (“Surety”) certifies that it: (1) has reviewed JPA’s RFQ and Respondent’s SOQ; and (2) evaluated the [Respondent’s / Equity Members’] [Note: Delete as applicable] backlog and work-in-progress in determining its / their bonding capacity. Based on that evaluation and review, Surety hereby certifies that [Respondent / Equity Members] [Note: Delete as applicable] is / are capable of obtaining a performance bond (or bonds) and a payment bond (or bonds), each in a minimum aggregate stated amount of $30 million, in each case, for the benefit of the JPA as security for performance under the Design-Build Contract.

Name of Surety

Name of Authorized Signatory

Signature

Title
Attachment C.4 – Respondent Certification

RESPONDENT QUESTIONNAIRE AND CERTIFICATION

Respondent’s SOQ must contain an executed and certified original of this Attachment C.4 for the Contractor, Engineer, each Equity Member and, if applicable, each Financially Responsible Party.

Respondent: _____________________________________.

Name of firm completing this Attachment C.4: ______________________________________ (“Firm”).

1. Has the Firm or any affiliate* or any current officer, director or employee of such entity been indicted or convicted of bid (e.g., fraud, bribery, collusion, conspiracy, antitrust, theft, forgery, falsification or destruction of records, false statements, receiving stolen property, etc.) or other contract-related crimes or violations or any other felony or serious misdemeanor within the past ten years (measured from the date of issuance of this RFQ)?

☐ Yes    ☐ No

If yes, please explain, including date(s):
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
___________________________

2. Has the Firm or any affiliate* ever sought protection through receivership or under any provision of any bankruptcy act within the past ten years (measured from the date of issuance of this RFQ)?

☐ Yes    ☐ No

If yes, please explain, including date(s):
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
___________________________

3. Has the Firm or any affiliate* ever been disqualified, removed, debarred or suspended from performing work for the federal government, any state or local government or any foreign governmental entity within the past ten years (measured from the date of issuance of this RFQ)?

☐ Yes    ☐ No

If yes, please explain, including date(s):
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
___________________________

4. Has the Firm or any affiliate* ever been found liable in a civil suit or found guilty in a criminal action for a violation of the Occupational Safety and Health Act of 1970 (Public Law 91-596) within the past ten years (measured from the date of issuance of this RFQ)?

_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
___________________________
☐ Yes  ☐ No

If yes, as to each such inquiry, state the name of the public agency, the date of the inquiry, the grounds on which the public agency based the inquiry, and the result of the inquiry.
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
________________________________________

5. Has the Firm or any affiliate* ever been found liable in a civil suit or found guilty in a criminal action for a violation of the Contractors’ State License Law, as described in Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, within the past ten years (measured from the date of issuance of this RFQ)?

☐ Yes  ☐ No

If yes, as to each such inquiry, state the name of the public agency, the date of the inquiry, the grounds on which the public agency based the inquiry.
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
________________________________________

6. Has the Firm or any affiliate* ever been found liable in a civil suit or found guilty in a criminal action for making any false or fraudulent claim or other material misrepresentation to a public entity within the past ten years (measured from the date of issuance of this RFQ)?

☐ Yes  ☐ No

If yes, as to each such inquiry, state the name of the public agency, the date of the inquiry, the grounds on which the public agency based the inquiry, and the result of the inquiry.
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
________________________________________

7. Has any construction project performed or managed by the Firm or any affiliate* involved repeated or multiple failures to comply with safety rules, regulations or requirements or has the Firm or any affiliate* defaulted on or been terminated for cause from a construction contract within the past ten years (measured from the date of issuance of this RFQ)?

☐ Yes  ☐ No

If yes, please identify the team members and the projects, provide an explanation of the circumstances, including date(s), and provide owner contact information including telephone numbers.
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
________________________________________

8. Has the Firm or any affiliate* been found, adjudicated or determined by any federal or state court or agency (including the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable California governmental agency) to have violated any laws or Executive Orders relating to employment discrimination,
affirmative action, equal employment, contracting, subcontracting or employment of undocumented immigrants within the past ten years (measured from the date of issuance of this RFQ), including: Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000 et. seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar California law?

☐ Yes  ☐ No
If yes, please explain, including date(s):
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

9. Has the Firm or any affiliate* been found, adjudicated or determined by any state court, state administrative agency, including the State of California Labor & Workforce Development Agency, federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state within the past ten years (measured from the date of issuance of this RFQ) governing the payment of wages, prevailing wages (including payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other benefits), overtime compensation, personal income tax withholding, Federal Insurance Contributions Act (FICA) withholding requirements, state disability insurance withholding, or unemployment insurance payment requirements?

☐ Yes  ☐ No
If yes, please explain, including date(s):
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

10. With respect to each of Questions 1-9 above, if not previously answered or included in a prior response on this form, is any proceeding, claim, matter, suit, indictment, etc. currently pending against the Firm or any affiliate* (as applicable) that could result in the entity being found liable, guilty or in violation of the matters referenced in Questions 1-9 above and/or subject to debarment, suspension, removal or disqualification by the federal government, any state or local government, or any foreign governmental entity?

☐ Yes  ☐ No
If yes, please explain and provide the information requested as to such similar items in Questions 1-9 above.
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

11. In the past five years (measured from the date of issuance of this RFQ), has there been any violation of the Contractors' State License Law, as described in Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, including alleged violations of federal or state law regarding the payment of wages, benefits, apprenticeship requirements, or personal income tax withholding, or Federal Insurance Contribution Act (FICA) withholding requirements settled against the Firm or any affiliate*?
☐ Yes  ☐ No
If yes, please explain, including date(s):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

12. In the past five years (measured from the date of issuance of this RFQ), have there been any citations, assessed penalties or settlements against the Firm or any affiliate* for any serious, willful or repeat violations of Part 1 (commencing with Section 6300) of Division 5 of the Labor Code or the federal Occupational Safety and Health Act of 1970 (Public Law 91-596)?
☐ Yes  ☐ No
If yes, please explain, including date(s):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

13. Has there been any instance where the Firm or any affiliate*, or its owners, officers, or managing employees submitted a bid on a public works project and were found to be nonresponsive or were found by an awarding body not to be a responsible bidder?
☐ Yes  ☐ No
If yes, please explain:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

14. Is there any pending or settled construction or design claim, dispute or litigation against the Firm or any affiliate* during the last five years (measured from the date of issuance of this RFQ) in which the claim, settlement or judgment exceeded fifty thousand dollars ($50,000)?
☐ Yes  ☐ No
If yes, please explain, including date(s):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

15. In the past five years (measured from the date of issuance of this RFQ) has the Firm or any affiliate* had liquidated damages assessed against it during or after completion of a contract?
☐ Yes  ☐ No
If yes, please explain, including date(s):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
16. Has a surety for the Firm or any affiliate* completed a contract on the entity’s behalf or paid for completion because the entity was in default or terminated by the project owner within the last five years (measured from the date of issuance of this RFQ)?

☐ Yes  ☐ No

If yes, please explain, including date(s):
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
___________________________

17. Has the Firm or any affiliate* ever been an “expatriate corporation” as that term is defined in California Public Contract Code (PCC) §10286.1(b)?

☐ Yes  ☐ No

If Yes, provide the date such “expatriate corporation” was established: _______________

If Yes, does the entity meet the requirements of PCC §10286.1(b)(2)(A) or (B)?

☐ No

☐ Yes, the entity meets the requirements of PCC §10286.1(b)(2)(A); or

☐ Yes, the entity meets the requirements of PCC §10286.1(b)(2)(B).

18. In the past five years (measured from the date of issuance of this RFQ), has the Firm been convicted of violating a state or federal law respecting the employment of undocumented aliens?

☐ Yes  ☐ No

If yes, please explain, including date(s):
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
___________________________

19. In the past five years (measured from the date of issuance of this RFQ), has the Firm or any affiliate* had any license, credential, or registration revoked or suspended?

☐ Yes  ☐ No

If yes, please provide specific details including date(s), reason(s), for revocation or suspension, whether same was reinstated, and any conditions thereto:
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
___________________________

20. In the past five years (measured from the date of issuance of this RFQ), has the Firm or any affiliate* been found ineligible to bid or work on, or be awarded, a public works project pursuant to Labor Code §§ 1777.1 or 1777.7?

☐ Yes  ☐ No

If yes, please explain, including date(s):
21. In the past five years (measured from the date of issuance of this RFQ), has the Firm or any affiliate* been excluded under the federal System for Award Management (https://sam.gov/SAM/)?

☐ Yes  ☐ No

If yes, please explain, including date(s):

_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________

22. In the past five years (measured from the date of issuance of this RFQ), has any insurance carrier, for any form of insurance, refused to renew the insurance policy of the Firm or any affiliate*.

☐ Yes  ☐ No

If yes, please explain, including date(s):

_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________

23. In the past five years (measured from the date of issuance of this RFQ), has the Firm or any affiliate* been denied bond coverage by a surety company, or has there been a period of time when the Firm or any affiliate* had no surety bond in place during a construction project when one was required?

☐ Yes  ☐ No

If yes, please explain, including date(s):

_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________

24. Does Respondent’s Contractor or Engineer have any current claims (litigation) with Padre Dam Municipal Water District, San Diego County Sanitation District, City of El Cajon, or Helix Water District?

☐ Yes  ☐ No

If yes, please explain, including date(s):

_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
25. During the last five years (measured from the date of issuance of this RFQ), has there been any pending or settled claim, dispute or litigation between (a) the Firm or any affiliate* and (b) Padre Dam Municipal Water District, San Diego County Sanitation District, City of El Cajon, and/or Helix Water District?

☐ Yes  ☐ No

If yes, please explain, including date(s):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

*The term “affiliate” has the meaning given in this RFQ at Section 7.4.6.3.

If more space is needed, you may explain the circumstances underlying any “yes” answers for the aforementioned questions on separate sheets attached to this document.

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the Firm's official representative:

Executed on behalf of Firm: _____________________, 2020

By: ________________________________

Print Name: ___________________________

Title: ________________________________
Attachment C.5 – Identification of Projects Table
<table>
<thead>
<tr>
<th>Task Name</th>
<th>Milestone</th>
<th>Summary</th>
<th>Design-Build Development</th>
<th>Progress</th>
<th>Task (Schedule Impact)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Package #2</td>
<td>1/24/20</td>
<td>1/14/22</td>
<td>1/14/22</td>
<td>1/14/22</td>
<td>1/14/22</td>
</tr>
<tr>
<td>Package #3</td>
<td>3/2/20</td>
<td>1/1/22</td>
<td>1/1/22</td>
<td>1/1/22</td>
<td>1/1/22</td>
</tr>
</tbody>
</table>

**Dates for Step 1 and Step 2 will be changed only by written addenda as described in the Package #2 RFQ.**

**Dates are subject to change at the sole discretion of the JPA.**
CHAPTER 2
ALTERNATIVE DELIVERY PROJECT
CONFLICT OF INTEREST POLICY

Section 1 - Purpose and General Guidelines

1.1 The purpose of this document is to clarify the East County Advanced Water Purification Joint Powers Authority’s (“JPA”) position on potential conflicts of interest that may arise when consultants or contractors (collectively, “Proposer”) perform work for the JPA relating to potential alternative delivery projects. Using this Chapter the JPA will consider actual or potential conflicts of interest when procuring and evaluating Proposers seeking to perform work for the JPA involving alternative delivery projects.

1.2 Organizational conflicts of interest can occur when, because of existing or planned activities or because of relationships with other entities, (i) a Proposer is unable or potentially unable to render impartial assistance or advise the JPA; (ii) a Proposer’s objectivity in performing the contract work is or might be otherwise impaired; (iii) a Proposer has an unfair competitive advantage; (iv) the Proposer’s performance of services on behalf of the JPA does or may provide an unfair competitive advantage to a third party; or (v) regardless of whether accurate, there is a perception or appearance of impropriety or unfair competitive advantage benefiting the Proposer or a third party as a result of the Proposer’s participation on the project.

1.3 The policies and guidelines concerning the organizational conflicts of interest described in this Chapter will be specified or referenced in any Request for Qualifications (“RFQ”) or Request for Proposal (“RFP”) (as applicable) documents as well as any contract for the engineering/design services, inspection, or technical support in the administration of alternative delivery projects.

1.4 Determination on whether an actual, potential or perceived organizational conflict of interest exists and resolution of conflict of interest issues are ultimately at the sole discretion of the JPA. If the Proposer failed to disclose an actual, potential or perceived organizational conflict of interest (each a “Conflict”), which it knew or should have known about, or if a Proposer provided information in response to an inquiry from the JPA that is false or misleading, the JPA reserves the right to take any or all of the following actions: (i) preclude and/or disqualify the Proposer from participation in the planning, procurement, design, construction and/or development of the project, including any competitive process associated therewith; (ii) require the Proposer to implement measures to mitigate the Conflict; (iii) segregate or terminate Proposer, including any Proposer with whom the Proposer is or had affiliated, from planning, procurement, design, construction and/or development of the project; and (iv) amend the resulting contract(s) or terminate the resulting contract(s) for material breach. If the Proposer is terminated, the JPA shall have no obligations, responsibilities and liabilities to reimburse all or part of the costs incurred or alleged to have been incurred by the Proposer. The remedies listed above are non-exclusive and the JPA retains the right to pursue all remedies available in law or in equity.

1.5 After award, conflict of interest guidelines, this Chapter and requirements of applicable State and federal conflict of interest laws and regulations shall continue to be monitored and enforced (collectively “Laws”). Federal conflict of interest rules and regulations shall only apply where the project receives federal funding. If any Conflict is discovered after award, the Proposer will make an immediate and full written disclosure to the JPA that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate such conflicts, if allowed by this Chapter and the requirements of applicable Laws. The Proposer will disclose such Conflict with supporting facts and information to the Administrator, as defined in Section 2.1 of this Chapter:
Padre Dam Municipal Water District
P.O. Box 719003
Santee, California 92072

ATTN: JPA Administrator

1.6 In this Chapter, Administrator means (a) the acting Administrator or interim Administrator of the JPA as described in the agreement between Padre Dam Municipal Water District, San Diego County Sanitation District, and City of El Cajon under which the JPA is established; or (b) such other management level employee designated by the Administrator to perform the Administrator’s functions under this Chapter.

Section 2 - Application and Approach

2.1 Application.

If the Administrator determines that the performance of services by a Proposer creates a Conflict, the provisions in this Chapter and any decisions made by the Board related to such Conflict (including prohibitions, measures in mitigation, etc.) shall continue and apply for the duration of the planning, procurement, design, construction and development of the project, provided that the Administrator may, on a case-by-case basis and in his or her sole discretion, modify the length of this time period in writing if he/she determines that the modification is in the best interests of the JPA and the project.

If a Conflict applies to an individual, the Conflict and prohibition with respect to the individual will not apply to the individual’s new place of employment, unless the new employer is affiliated with the employee’s previous employer or unless measures in mitigation will not, in the Board’s sole discretion, eliminate the conflict of interest issue. If the new employer is not an affiliate of the previous employer and is otherwise eligible to perform services for the Board of Directors pursuant to this Chapter and applicable law, the new employer will remain eligible despite the employment of the individual, but measures in mitigation may be required of the new employer with respect to the employee.

2.2 Approach.

The following approach to Conflicts will apply to JPA procurements relating to alternative delivery projects:

(A) A potential Proposer will not be allowed to participate as a Proposer entity or to join a Proposer team if, without limitation, any of the following is true:

1) The Proposer is the JPA’s general engineering or design consultant on the project. Subconsultants and subcontractors to the Proposer that have not performed work on the contract to provide services for the project may participate as a Proposer entity or join the Proposer team.
2) The Proposer has assisted the JPA in managing or is assisting in the management of the project, including the preparation of the RFQ or RFP language or evaluation criteria.
3) The Proposer has conducted preliminary design services for the project such as facility layouts, treatment selection, process design selection, preliminary process design, etc.
4) The Proposer performed design work related to the project for other project stakeholders.
5) The Proposer has performed work on a previous contract that specifically excludes them from participating as a Proposer entity or joining the Proposer team on the project.
6) The Proposer is under contract with any other entity or stakeholder to perform oversight on the project.
7) The Proposer has obtained any advice with respect to the project from, or discussed any aspect relating to the project or procurement of the project with any person or entity with a Conflict, including, but not limited to, the consultants and contractors of any entity that has provided technical support on the project.
8) The Proposer was engaged to perform financial services with respect to the project or has a financial interest in any of the foregoing entities with respect to the project.

(B) Proposers who may have Conflicts in relation to the project and wish to participate as a Proposer or join a Proposer team must:

1) Conform to applicable Laws including, without limitation, California Government Code sections 1090 and 87100 et seq., the federal Copeland “Anti-Kickback” Act and federal conflict of interest rules set forth in the federal funding agency’s administrative grant and cooperative agreement regulations. Federal conflict of interest rules and regulations shall only apply where the project receives federal funding. Nothing in this Chapter is intended to limit, modify, supersede or otherwise alter the effect of those laws and regulations, and the Board will apply this Chapter consistent with those laws and regulations.
2) Disclose all relevant facts relating to past, present or planned interest(s) of the Proposer’s team (including the Proposer, Proposer’s proposed consultants, contractors, subconsultants and/or subcontractors and their respective chief executives, directors and key personnel) which may result, or could be viewed as a Conflict in connection with any procurement, including present or planned contractual or employment relationships with any current employee or board member of the JPA or JPA members agencies.
3) Disclose in the response documents to any RFQ and RFP, all of the work performed in relation to the project being procured under the RFQ and RFP.
4) Provide all records of the work performed in relation to the project to the JPA so that all information can be evaluated and made available to all potential Proposer teams, if necessary.
5) Ensure that the Proposer’s contract with any entity to perform services related to the project has expired or has been terminated.

Upon review of the information provided above, the Administrator will determine, in his or her sole discretion, if the Proposer has a Conflict and what actions may be appropriate to avoid, neutralize, or mitigate any Conflict. Decisions of the Administrator regarding Conflicts may be appealed to the Board by submitting a written request to the Board Secretary within 10 days of the decision by the Administrator. The written request shall state the grounds for the appeal and shall include any documents or other evidence that the Proposer wishes the Board to consider. Upon receiving a timely appeal, a hearing date for the Board will be established by the Board Secretary. A notice of the hearing date shall be mailed to the Proposer at least 10 calendar days before the date established for the hearing. If the Proposer is not able to appear at the appointed day and time of the Board meeting, the Board will make a decision based on all available information, and no other hearing will be scheduled. The decision of the Board shall be final and non-appealable. Notice of the determination by the Board shall be mailed to the Proposer within 10 calendar days of such determination and shall indicate whether the appeal has been denied or granted in whole or in part and set forth the terms and conditions for the decision, if any.

(C) For other potential Conflicts not mentioned above (e.g. employee changing companies, merger/acquisitions of firms, property ownership, business arrangements, financial interest), Proposers shall disclose and address any Conflicts when participating as a Proposer entity or joining a Proposer team. The JPA will then determine if a Conflict exists.
(D) The awarded Proposer or firms affiliated with the awarded Proposer are prohibited from competing on any agreement to provide construction inspection services for the project. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise. No subconsultants who provided design services in connection with the project shall be eligible to compete for any agreement to provide construction inspection services for the project.

Notes – The forgoing is provided by way of example, and shall not constitute a limitation on the obligations of the Proposer in relation to organizational Conflicts. The provisions in this Chapter do not address every situation that may arise in the context of the JPA’s planning, procurement, design, construction or development of the Project nor require a particular decision or determination by the Administrator when faced with facts similar to those described in this Chapter. In addition, additional policies, procedures and limits related to Conflicts or similar issues may be imposed by the JPA Board at any time with respect to the Project or any other JPA projects.