



REQUEST FOR QUALIFICATIONS

FOR A PUBLIC-PRIVATE PARTNERSHIP BETWEEN RESPONDENT AND THE SANTA CLARA VALLEY WATER DISTRICT WITH REGARDS TO THE EXPEDITED PURIFIED WATER PROGRAM

P3 PROJECT NO. 91304001

**SOQ SUBMITTAL DEADLINE: REFER TO SECTION 4.3
DISTRICT CONTACT INFORMATION: REFER TO SECTION 4.1**

January 15, 2016

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ABBREVIATIONS

Whenever in this RFQ the following abbreviations are used, the intent and meaning shall be interpreted as follows.

AACE	Association for the Advancement of Cost Engineering
AF	Acre-foot
AFY	Acre-foot per year
BAAQMD	Bay Area Air Quality Management District
CalEPA	California Environmental Protection Agency
CCR	California Code of Regulations
CEQA	California Environmental Quality Act
CFR	Code of Federal Regulations
CWA	Federal Clean Water Act
DB	Design-Build
DDW	Division of Drinking Water Programs (under SWRCB)
DPR	Direct Potable Reuse
EPA	United States Environmental Protection Agency
EPWP	Expedited Purified Water Program
GMP	Guaranteed Maximum Price
GWR	Groundwater Replenishment Regulations
IPR	Indirect Potable Reuse
MGD	Million Gallons per Day
NEPA	National Environmental Policy Act
NPDES	National Pollution Discharge Elimination System
NPR	Non-Potable Reuse
PCC	California Public Contract Code
PCSI	Process Control System Integrator
RFP	Request for Proposals
RFQ	Request for Qualifications
RWF	San Jose/Santa Clara Regional Wastewater Facility
RWQCB	California Regional Water Quality Control Board
SOQ	Statement of Qualifications
SVAWPC	Silicon Valley Advanced Water Purification Center
SWRCB	California State Water Resources Control Board

DEFINITION OF TERMS

Whenever in this RFQ the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows.

Advanced Recycled Water – (used interchangeably with “purified water” or “highly purified water”). Water produced through treatment of source water from a wastewater treatment plant (e.g., secondary or tertiary effluent) using advanced treatment processes such as microfiltration, reverse osmosis, and ultraviolet disinfection with or without advanced oxidation.

Construction Manager – The individual responsible for the overall planning, coordination and control of the construction of the P3 Project with the objective of meeting the P3 Entity’s requirements for a functionally and financially viable P3 Project constructed in accordance with the P3 Contract.

Definitive Contract Amendment Date – The date that the guaranteed maximum price, scheduled acceptance date, minimum design and construction requirements, acceptance standards, and acceptance test plans are agreed upon.

DB or Progressive DB or DB Delivery Method – A project delivery process in which both the design and construction of a project are procured from a single entity using a two stage process as described in the Progressive DB RFQs. For purposes of this RFQ, the terms “**DB**,” “**Progressive DB**,” and “**DB Delivery Method**” have the same meaning.

District – The Santa Clara Valley Water District.

EPWP – The Expedited Purified Water Program being undertaken by the District as described in Section 2.2

Finance Manager – The individual responsible for the overall planning, coordination and control of the financing of the P3 Project with the objective of meeting the P3 Entity’s requirements for the most effective capitalization of the P3 Project consistent with the risk profile and other terms and provisions of the P3 Contract.

Finance Provider – The entity that will provide or otherwise arrange for financing of the P3 Entity and the P3 Project. It is expected that the Finance Provider will also be the equity contributor to the P3 Entity. However, the Finance Provider may arrange for equity contributions from third party investors.

General Contractor – The general contractor, holding a current, valid, California Class “A” General Engineering Contractors License in good standing, that will assume primary responsibility for the subcontracting, management, supervision and administration of the construction for the P3 Project.

Guarantor – Any guarantor that is part of the proposed P3 Team.

Key Personnel – Shall have the meaning set forth in Part IV

Master Plan – The South Bay Water Recycling Strategic and Master Planning Report, December 2014 by RMC Water and Environment and CDM Smith.

Operations Manager – The individual responsible for the overall planning, coordination and control of the operations of the P3 Project with the objective of meeting the P3 Entity’s requirements for operating and maintaining a functionally and financially viable P3 Project operated in accordance with the P3 Contract.

Operator – The entity that will operate and maintain of the P3 Project

Other Design Firm – Any firm with licensed engineers that is not the Principal Engineering Firm that will participate in the Design of the P3 Project.

P3 or Progressive P3 or P3 Delivery Method – A public-private partnership in which the P3 Entity will undertake the design, building, financing, operations and maintenance of the EPWP in order to provide water treatment, conveyance and recharge services to the District as described in Section 3 hereof. For purposes of this RFQ, the terms “**P3**,” “**Progressive P3**,” and “**P3 Delivery Method**” have the same meaning.

P3 Coordinator – The entity that will take lead responsibility for coordinating the overall development of the P3 Project. In the event that the P3 Entity is not yet formed, the P3 Coordinator will generally act on behalf of the P3 Entity, and will function as the P3 Team’s primary interface with the District during Stage One. The P3 Coordinator will coordinate the activities of the P3 Team.

P3 Contract – The agreement to be entered into between the P3 Entity and the District

P3 Entity – A corporation, limited liability company, partnership, joint venture, or other legal entity that will provide for or undertake appropriately licensed contracting, architectural, engineering, financing, contracting, operations and maintenance activities as needed in order to perform its requirements under the P3 Contract. The P3 Entity will be the entity required to enter into the P3 Contract with the District. Generally, to the extent that the P3 Entity is a to-be-formed single purpose entity or other comparable entity, the P3 Coordinator will be expected to act on behalf of the P3 Entity.

P3 Project – That portion of the EPWP that the District elects to pursue using a P3 delivery method.

P3 Team – The P3 Entity itself and the individuals and other entities identified by the P3 Entity as members of its team. Members are expected to include the P3 Coordinator, the General Contractor, the Principal Engineering Firm, the Other Design Firms (if any), the Operator, and the Finance Provider.

Phase 1 EPWP Projects – The SVAWPC Expansion Project and the Purified Water Pipeline Project.

Phase 2 EPWP Projects – Near-term extensions of the Phase 1 EPWP Projects that will use the SVAWPC Expansion Project output capacity and the Purified Water Pipeline Project conveyance capacity to extend the aquifer recharge facilities to include the Mid-Basin Injection Wells and the Westside Injection Wells.

Phase 3 EPWP Projects – potential future projects of the District to further support groundwater replenishment.

Principal Engineer – The individual providing professional services as lead engineer for the P3 Project.

Principal Engineering Firm – The firm with licensed engineers whose stamp will appear on P3 Project construction documents.

Project Manager – The individual responsible for coordinating the overall development of the P3 Project, interfacing with the District during Stage One, and coordinating the activities of the P3 Team.

Progressive DB – See definition of DB.

Progressive P3 – See definition of P3.

Progressive P3 Solicitation – The procurement track pursuant to which the District shall solicit and evaluate SOQs and Proposals for a P3 Delivery Method.

Progressive Pipeline DB Solicitation – The procurement track pursuant to which the District shall solicit and evaluate SOQs and Proposals for a DB Delivery Method for the Purified Water Pipeline Project.

Progressive Plant DB Solicitation – The procurement track pursuant to which the District shall solicit and evaluate SOQs and Proposals for a DB Delivery Method for the SVAWPC Project .

Progressive DB RFQs – the request for qualifications described in Section 1.5.

Purified Water Pipeline Project – The water conveyance pipeline described in Section 2.2.3.

Reporting Entities – Shall have the meaning defined in Part V

Respondent – The P3 Entity responding to this RFQ by submitting the SOQ. If the P3 Entity has not been formed, the Respondent shall mean the P3 Coordinator.

RFP – A Request for Proposals to be issued to short-listed Respondents for a Progressive P3 between Respondent and the District with regards to the EPWP.

RFQ – This Request for Qualifications for a Progressive P3 between Respondent and the District with regards to the EPWP.

Stage One – The stage during which the P3 Entity will work collaboratively with the District to advance the P3 Project sufficiently to support submission to the District of a Guaranteed Maximum Price in the form of an annual availability payment or other periodic payment to be made by the District to the P3 Entity over the P3 Project's operating life, and, upon acceptance of such Guaranteed Maximum Price by the District, execute of a P3 Contract.

Stage One Agreement – The agreement between the P3 Entity and the District setting forth terms for Stage One.

Stage Two – The stage during which the P3 Entity will design, build, finance, own and operate the P3 Project, and the District will receive water and pay the P3 Entity for water and/or water treatment and conveyance services, all in accordance with the P3 Contract.

SVAWPC Expansion Project – The Silicon Valley Advanced Water Purification Center Expansion Project described in Section 2.1.3.

SECTION 1 – INTRODUCTION

1.1. Introduction

- A. Notice is hereby given that the Santa Clara Valley Water District (“**District**”) is soliciting Statements of Qualifications (“**SOQs**”) for a progressive public-private partnership (“**P3**” or “**Progressive P3**”) between the Respondent and the District with regards to the District’s Expedited Purified Water Program (“**EPWP**”) according to the content and format requirements set forth in this Request for Qualifications (“**RFQ**”).
- B. The District is pursuing a dual track solicitation process wherein it is simultaneously soliciting statements of qualifications for progressive design-build services (“**DB**” or “**Progressive DB**”) for the Silicon Valley Advanced Water Purification Center Expansion Project (the “**SVAWPC Project**”) and for a purified water conveyance pipeline (the “**Purified Water Pipeline Project**”) in addition to the P3 RFQ as described herein.
- C. For ease of reference, the District’s P3 solicitation is referred to herein as the “**Progressive P3 Solicitation**” (for the EPWP), and the District’s DB Solicitations are referred to as the “**Progressive Plant DB Solicitation**” (for the SVAWPC Project) and the “**Progressive Pipeline DB Solicitation**” (for the Purified Water Pipeline Project), respectively.
- D. The SOQs received in response to this RFQ will be reviewed and evaluated by the District to create a short list of at least three P3 Respondents. The SOQ evaluation criteria are described in Section 6 of this RFQ.
- E. Only short-listed Respondents will be issued a Request for Proposals (“**RFP**”). It is anticipated that RFPs will be issued for each of the dual tracks.
- F. The District intends to use Proposals received through the RFP process for each of the dual tracks to determine whether a P3 procurement method or a DB procurement method best suits the District’s objectives for the EPWP and its components.
- G. Upon receipt and evaluation of Proposals, the District will establish final ranking of Respondents to the Progressive P3 Solicitation, the Progressive Plant DB Solicitation, and the Progressive Pipeline DB Solicitation, based on selection criteria set forth in each RFP. These criteria may include, but are not limited to, project approach, expected time to project completion, risk-sharing between the P3 Entity and the District, price, life-cycle costs, team qualifications and experience, and past performance.
- H. In the event that the District elects to proceed with a P3 for all or a portion of the EPWP (such portion, the “**P3 Project**”), the District will proceed into Stage One negotiations with the P3 Respondent whose Proposal is determined to provide the overall best value to the District, with such best value determination to be based upon evaluation of objective criteria to be set forth in the RFP. See further

discussion of the evaluation criteria to be applied during the Proposal stage in Section 1.6 below.

- I. The P3 Project, if any, is anticipated to be delivered in two stages (or phases) using a progressive P3 method (refer to Section 3 for details).
- J. The RFQ requires the Respondent to identify and supply information regarding the P3 Entity (which is the entity that will execute the P3 Contract), the P3 Coordinator, the General Contractor, the Principal Engineering Firm, Other Design Firms (if any), the Operator, and Finance Provider, and the Guarantor (if any).

1.2. Obtaining the Request for Qualifications and Addenda

- A. The RFQ package including reference documents and all addenda can be obtained through the District's website (<http://www.valleywater.org/Design-Build.aspx>). Editable electronic files for Attachment E– Statement of Qualifications Forms will be included on the same website. Some large documents will be made available in PDF format only via a file transfer protocol (FTP) site.
- B. All communications related to this RFQ Process, including addenda, will only be issued to the e-mail addresses provided on the RFQ Participant List.
- C. To be included on the RFQ Participant List, prospective Respondents must notify the District of their interest in submitting an SOQ by e-mailing scvwdplanroom@valleywater.org.

1.3. Legal Authority

This procurement is structured to comply with the requirements of Government Code Section 5956-5056.10, Public Contract Code Section 20101 and the requirements of all other applicable California law.

1.4. District Objectives

The District's intends that the EPWP will reliably produce, convey, and reinject or recharge up to 45,000 AFY of purified water that is suitable for indirect or direct potable reuse in full compliance with all applicable local, state and federal laws and regulations.

The District's objectives in delivering the EPWP are to:

- Achieve the earliest date of operations that is consistent with reliable and high-quality design and construction;
- Achieve an acceptable risk allocation between the District and private sector participants;
- Achieve reliable operations and effective maintenance; and
- Minimize lifecycle costs, consistent with the above objectives.

The District strives to reduce greenhouse gas emissions to achieve carbon neutrality by 2020. More details will be provided in the RFP.

The District encourages consideration of small businesses within the nine San Francisco Bay Area counties surrounding and adjacent to the County of Santa Clara and, more specifically, consideration to those small businesses which are in the local area. More details will be provided in the RFP.

1.5. Dual Track Procurement Process

The District is pursuing a dual track procurement process in which the Progressive P3 Solicitation will proceed simultaneously with the Progressive Plant DB Solicitation and the Progressive Pipeline DB Solicitation. Respondents are invited to pursue more than one solicitation.

The District's objective in pursuing a dual track procurement process is to determine, through review and comparison of Progressive P3 Proposals and Progressive DB Proposals, whether to undertake a Progressive P3 delivery method or a Progressive DB delivery method for the EPWP and its component Projects. The District intends to take a decision on delivery method, and to select the P3 Entity and/or DB Entity or Entities, upon completion of its review of Proposals provided in response to an RFP that will be issued subsequently to this RFQ.

Factors that the District will consider in the evaluation of a Progressive P3 delivery method against a Progressive Design-Build delivery method include the following:

Potential Differentiating Factors Favoring P3 to Design-Build

1. Timing: Can a P3 delivery method shorten the time to in-service?
2. Risk: Can a P3 delivery method transfer risk away from the District?
3. Cost: Can a P3 delivery method lower lifecycle cost?

The District shall retain complete discretion to determine the preferred project delivery method for each component of the EPWP.

1.6. Methodology for Comparing Proposals and Determining Delivery Method

The criteria that the District will use to evaluate SOQs received in response to this RFQ are addressed in Section 6 herein. The criteria that the District will use to evaluate Proposals that will be received in response to an RFP that will be issued subsequently, and the criteria that will enable P3 Proposals to be compared with DB Proposals, will be developed prior to release of the RFP. The District may seek input from shortlisted Respondents regarding such evaluation criteria.

In evaluating Proposals received in response to the subsequent RFP, the District expects to consider multiple criteria. The District expects to compare the proposed cost of completing the Stage One activities. Under the Progressive DB delivery method, such costs will be the Proposed Stage One fee. Under the Progressive P3 delivery method, such costs will be the proposed termination payment payable in the event that the P3 Entity and the District are unable to reach agreement on terms for Stage Two.

The District expects to develop a quantitative comparison of Proposals using a value-for-money methodology. The District may seek input from short-listed Respondents regarding its value-for-money methodology prior to release of the RFP. The value-for-money analysis is expected to include the following elements:

- Assumptions developed by the District for a baseline cost to construct and timeline for the SVAWPC Expansion Project, Purified Water Pipeline Project, and other elements of the EPWP;
- Assumptions developed by the District regarding potential variances in cost to construct and/or timeline to commencement of commercial operations together with identification of causality, magnitude of variance, and probability of occurrence;
- Assumptions developed by the District regarding its costs of financing and operations, thereby defining the “public sector comparator” for lifecycle cost comparison;
- Assumptions developed by the District regarding potential variances in financial costs and operations and maintenance costs together with identification of causality, magnitude of variance, and probability of occurrence;
- Operational scenarios reflecting wet-year, dry-year, and normal-year usage patterns and other factors that may influence operations and availability of the project; and
- The allocation of risk proposed by each Respondent with respect to managing the variations in the cost and timing to construct, finance, operate and maintain the project.

The District will also consider innovative ideas provided by Respondents during the RFQ and RFP stages of procurement.

1.7. Other District DB Contract Procurement

Parallel to this RFQ procurement, the District is also soliciting:

- Statements of qualifications for Progressive DB services for the SVAWPC Project, and
- Statements of qualifications for Progressive DB services the Purified Water Pipeline Project,

These separate requests for qualifications are referred to herein as the “**Progressive DB RFQs**”. Both the SVAWPC Project and the Purified Water Pipeline Project are components of the EPWP, and the DB Delivery Method is considered by the District as a potential alternative delivery method to the P3 Delivery Method. If you are interested in these Progressive DB procurements, please contact the District Contact indicated in Section 4.1 of this RFQ for further details.

1.8. Additional Information

Respondents are encouraged to review prior board agendas, supporting materials, and videos of prior board meetings specific to the EPWP and dual track procurement process that are available through the District's web site at:

<http://www.valleywater.org/Design-Build.aspx>

The section "More Information and Related Board Agenda Memos" provides a reference source for publicly-available information on the EPWP and the District's dual track procurement process.

SECTION 2 – PROJECT BACKGROUND AND SCOPE DEFINITION

2.1. Project Background

2.1.1. Groundwater Management Responsibility of the District

The mission of the District is “to provide Silicon Valley safe, clean water for a healthy life, environment and economy.” To meet water demands, the District operates an integrated water supply system that includes, among other components, approximately 400 acres of groundwater recharge ponds, a system of raw untreated and drinking water pipelines, ten dams and surface water reservoirs, three pump stations, three drinking water treatment plants with total capacity exceeding 210 million gallons per day (MGD), and the recently completed Silicon Valley Advanced Water Purification Center (SVAWPC).

Almost half of the water used in Santa Clara County (County) is pumped from the groundwater basins. To help offset groundwater extractions and prevent overdraft, the District uses local and imported surface water to replenish the groundwater basins through recharge facilities which include recharge ponds and creeks.

2.1.2. South Bay Water Recycling Strategic and Master Planning Report

In partnership with the City of San Jose (City), which administers the San Jose/Santa Clara Regional Wastewater Facility (RWF), the District commissioned a report (South Bay Water Recycling¹ Strategic and Master Planning Report, December 2014) (the “**Master Plan**”) by RMC Water and Environment and CDM Smith to evaluate and develop projects to expand the use of the recycled and purified water for indirect potable and direct potable reuse in the County. From the water supply perspective, the District goal is to meet at least 10% of County demands through the use of recycled and purified water by 2025. The primary elements of the EPWP are taken from this report.

2.1.3. Existing Silicon Valley Advanced Water Purification Center

The existing Silicon Valley Advanced Water Purification Center (SVAWPC) is located at 4190 Zanker Road in the City of San Jose, California (Refer to Figure 2- Site Location). The SVAWPC was designed to treat nitrified secondary effluent from the San Jose/Santa Clara Regional Wastewater Facility (RWF) with advanced treatment processes including microfiltration (MF), reverse osmosis (RO), and ultraviolet light (UV) disinfection.

In operation since March of 2014, the SVAWPC is capable of producing up to 8 MGD of purified water (disinfected tertiary recycled water) in compliance with California Code of Regulations Title 22 Water Recycling Criteria (Title 22). The SVAWPC product water is blended with the RWF’s tertiary effluent at the RWF Transmission Pump Station to reduce the combined total dissolved solids (TDS) levels to approximately 500 PPM. The

¹ South Bay Water Recycling (SBWR) is the recycled water program established in the 1990s to manage and distribute tertiary recycled water from the RWF to areas tributary to the RWF including the cities of San Jose and Santa Clara and adjacent areas.

blended water is then pumped to SBWR customers for non-potable reuse (NPR) such as landscape irrigation, cooling towers and industrial processes.

The SVAWPC waste streams include RO concentrate (or reject), MF reverse filtration, MF clean-in-place (CIP) system, and RO CIP system. Except for the RO reject, most waste streams generated at SVAWPC are collected at the SVAWPC centralized Waste Equalization Wetwell and pumped to the Emergency Basin Overflow Structure (EBOS) which is part of the RWF headworks. The RO concentrate (or reject) is routed to the RWF's chlorine contact tanks for mixing with the RWF tertiary effluent before discharging to the South San Francisco Bay. Discharge of the RO reject is permitted under the umbrella of an NPDES permit obtained by the RWF (NPDES Permit No. CA0037845).

RWF secondary and tertiary effluent water quality data and SVAWPC operational data will be provided as part of the RFP process.

Attachment A includes a list of background documents pertaining to the existing SVAWPC.

2.1.4. Existing Los Gatos Recharge Ponds

The District owns and manages the existing Los Gatos Recharge Ponds with combined capacity to receive approximately 20,200 AFY of local and imported water. This water is percolated into underground aquifers for future use. The Los Gatos Recharge Ponds have recharge capacity in excess of currently-available water supply in many years, and will be a key recharge facility supporting the Phase 1 EPWP Projects described below.

2.2. The Expedited Purified Water Program (EPWP)

Due to the on-going drought conditions, the District has seen significant groundwater net extractions, which occur when groundwater pumping exceeds natural and District-performed groundwater replenishment capacity. The resulting lowering of the groundwater levels may lead to irreversible subsidence of the land. The threat of subsidence has prompted a review of the timing for developing and implementing District recycled and purified water projects.

To cope with current and potential future water supply challenges, the District has determined to expedite the implementation of several projects identified in the Master Plan. These projects (the "**Expedited Purified Water Program**" or "**EPWP**") are highlighted in Table 1 and Figure 1 (Attachment B) and described further in this section. The EPWP could provide up to 45,000 acre-feet (AF) annually of purified water to Santa Clara's North County.

Staff has developed a preliminary, high-level cost estimate for the EPWP of \$800 million in 2015 dollars and \$950 million in 2020 dollars.² It is expected that the Phase 1 EPWP Project (defined below) will comprise the majority of costs of the EPWP

² This preliminary cost estimate was provided with the indicated accuracy of -50% / +100%

The EPWP is comprised of multiple components with varying degrees of current development status. The components are currently divided into two groups as defined below and listed in Table 1.

The **Group A EPWP Projects** are the SVAWPC Expansion Project and the Purified Water Pipeline Project. These program components are the most advanced in terms of District readiness to commence construction. The District desires to complete the Group A EPWP Projects on the fastest timeframe attainable. The Group A EPWP Projects are the components of the EPWP that are subject to the dual track procurement process described in Section 1.5.

The **Group B EPWP Projects** are near-term extensions of the Group A EPWP Projects that will use the SVAWPC Expansion Project output capacity and the Purified Water Pipeline Project conveyance capacity to extend the aquifer recharge facilities to include the Mid-Basin Injection Wells and the Westside Injection Wells. Group B also includes a potential satellite advanced water purification facility for groundwater recharge at the Fort Ponds. The Group B EPWP Projects were included in the Master Plan but are not yet fully defined. Additional EPWP components may be identified to further support groundwater replenishment.

TABLE 1 – EXPEDITED PURIFIED WATER PROGRAM COMPONENTS

	Project / Facility Name	Capacity/ Length¹	Description
Group A EPWP Projects			
1	SWAWPC Expansion Project	16 to 32 MGD (max.)	Produces purified water for IPR and potential DPR.
2	Purified Water Pipeline Project	18 to 20 Miles	Conveys purified water from SWAWPC to Los Gatos Recharge Ponds
Group B EPWP Projects			
3	Mid-Basin Injection Wells	5,600 AFY	Receives purified water from SWAWPC Expansion for IPR (injection application). Feasibility, location and capacity of this site are currently under review. Final location is undetermined at present, but could be south of Freeway 280.
4	Westside Injection Wells	5,000 AFY	Receives purified water from SWAWPC Expansion for IPR (injection application). Feasibility, location and capacity of this site are currently under review.
5	Ford Recharge Ponds IPR	4,200 AFY	Advanced treatment, conveyance, and recharge facilities in the Ford Road vicinity.
6	Sunnyvale IPR (not included in this procurement)	10,000 AFY	Advanced treatment, conveyance and recharge facilities developed in conjunction with the City of Sunnyvale's upgrade of its wastewater plant.

Note:

1. Capacities and lengths are conceptual information and subject to change
2. Not all of the Master Plan projects are listed here.

2.2.1. SVAWPC Expansion Project

The proposed SVAWPC Expansion Project is a critical element of the Master Plan. This Project will be located immediately adjacent to the Existing SVAWPC (refer to Attachment B, Figure 2).

The District's objective for the SVAWPC Expansion Project is that it will reliably receive treated wastewater from the RWF and produce up to 32 MGD of highly purified product water that is suitable for indirect potable reuse in compliance with California Groundwater Replenishment Regulations in full compliance with all applicable local, state and federal laws and regulations.

The SVAWPC Expansion Project is intended to produce between 16 and 32 MGD of purified water that is suitable for indirect potable reuse (IPR) applications. According to the Master Plan, approximately 5 MGD of the Project capacity will be supplied to the Mid-Basin Injection Well Site in the City of Santa Clara. The remaining flows will be used for groundwater recharge at the existing Los Gatos Recharge Ponds. The District is in the process of performing groundwater studies to confirm feasibility and/or capacity of the Mid-Basin Injection Wells, evaluate potential impacts of the proposed IRP projects on the groundwater basins, as well as modeling IPR operations under a range of operations scenarios such as wet, average and dry years. The results of these studies will help validate the design capacity for the proposed SVAWPC Expansion Project.

Purified water produced by the SVAWPC Expansion Project will meet all regulations and law requirements including, but not limited to, California Title 22, California Division of Drinking Water Groundwater Replenishment (GWR) Regulations for both surface applications (surface spreading in recharge ponds) and subsurface applications (injection wells), waste discharge requirements, hazardous materials storage requirements, and all applicable laws and regulations.

Considerations should be given in the SVAWPC Expansion Project design to allow it to be readily modifiable to meet direct potable reuse requirements, should such use be permitted by the California Division of Drinking Water ("DDW") in the future and should the District desire to pursue such use.

The following asset-based description is provided for reference purposes, as descriptive of the District's preliminary ideas of how the SVAWPC Expansion Project might be designed. The District is open to ideas from P3 Respondents about how they would achieve the service objectives of this component of the EPWP. The SVAWPC Expansion Project may include, but is not limited to, the following major items:

- Influent process facilities including pipelines and systems to receive and process influents from the RWF
- Filtration system, which may include microfiltration and reverse osmosis systems or other state-of-the-art systems
- Disinfection system
- Chemical storage and metering systems
- Facilities to process and discharge waste streams.

- Product water storage tank(s)
- Pump station to transmit product water to use locations. Pump station will be
- Electrical substation and switchgears
- Process and instrumentation system
- Visitor center to accommodate District outreach functions
- Operations Building or spaces to accommodate plant control and operations functions, office and staff areas, maintenance workshop, and water quality laboratory.
- Site work including all required utilities

It is noted that the District Water Resources Stewardship Board Policy provides for reduction to “greenhouse gas emissions to achieve carbon neutrality by 2020” and seeks to promote environmental preferred procurement policies. To this end, the greenhouse gas emissions anticipated to be produced during the SVAWPC Expansion Project life should be “equal to or less than carbon offsets as calculated by the District carbon offset methodology.” Detailed requirements will be finalized and provided by the District during the Project design.

The District and the City of San Jose are in the midst of revising the terms of their current agreement on a variety of matters including disposal of the additional RO concentrate through the existing RWF outfall.

2.2.2. SVAWPC Expansion Project Operations

It is assumed that the SVAWPC Expansion Project will be operating 7 days a week and 24 hours a day, except as needed for normal maintenance during normal and wet years. The District may seek flexibility to reduce or suspend plant operations during wet years, if the product water is determined to be in excess of the District’s requirements. It has not been determined how the operations of the existing SVAWPC will be integrated with the SVAWPC Expansion Project.

Additional information regarding operational requirements and assumptions for the SVAWPC Expansion Project will be provided in the RFP.

2.2.3. Purified Water Pipeline Project

The District’s objective for the Purified Water Pipeline Project is that it will reliably convey purified product water from the SVAWPC Expansion Project to the Los Gatos Recharge Ponds in full compliance with all applicable local, state and federal laws and regulations.

To determine optimal location and capacity of injection wells, groundwater and operations modeling and other studies are being conducted. Results will not be finalized until mid-2016. As a result, laterals serving potential injection well fields are planned to be built as separate project(s). Several preliminary alternative alignments for this Project have been identified but it is not expected that a preferred alignment will be selected before mid-2016.

The District is in the process of performing groundwater studies to confirm feasibility and/or capacity of the proposed injection wells, evaluate potential impacts of the proposed IPR projects on the groundwater basins, as well as modeling IPR operations under a range of operations scenarios such as wet, average and dry years. The results of these studies will help determining design parameters, such as flow and pressure requirements at receptor points, for this Project.

The following asset-based description is provided for reference purposes, as descriptive of the District's preliminary ideas of how the Purified Water Pipeline Project might be designed. The District is open to ideas from P3 Respondents about how they would achieve the service objectives of this component of the EPWP. The Purified Water Pipeline Project may include, but is not limited to, the following major items:

- Approximately 20 miles of approximately 48-inch diameter pipeline to convey purified product water from the SVAWPC Expansion Project to Los Gatos Recharge Ponds.
- Pipeline appurtenances such as isolation valves, air release valves, blow-offs, turnouts, special constructions at fault crossings, etc.

2.2.4. Injection Well Projects

Injection wells would receive purified water from SVAWPC Expansion for IPR. Two general locations were identified in the Master Plan for potential injection wells: the Mid-Basin and Westside areas. Specific locations are currently under evaluation as to capacity, siting, groundwater operations, land availability and costs. In addition, dissolution studies are planned for 2016 to assess potential mobilization of arsenic, hexavalent chromium and other water quality impacts.

2.2.5. Ford Road Recharge Project

The Master Plan identified a project consisting of a 5 mgd advanced treatment plant that would treat recycled water from the South Bay Water Recycling Facility. This water combines both tertiary treated water from the RWF and purified water from the existing 8 mgd SVAWPC. Brine would be discharged to the sanitary sewer line. The product water would be percolated into the groundwater. Land acquisition studies are currently in process as a predecessor to percolation rate testing. Groundwater modeling will continue once candidate sites are more clearly identified.

2.2.6. Sunnyvale IPR Project

The City of Sunnyvale is currently in the midst of a comprehensive upgrade of its wastewater plant. The District has been in discussions with Sunnyvale as to whether there might be mutually beneficial opportunities to develop a potable reuse supply for injection wells and percolation ponds in concert with these improvements. The concept was addressed on a preliminary basis in the SBWR Master Plan and more specifically in Sunnyvale's own master plan for its wastewater plant upgrade project. The timeline for Sunnyvale's wastewater plant improvements is in the 2020 to 2025 time horizon. Consequently, while the District continues to consider this potable reuse project for the EPWP, project delivery will be addressed outside this procurement.

2.3. Environmental Review Process

The District intends to prepare a Program Environmental Review Report (EIR) in accordance with the California Environmental Quality Act (CEQA) for the EPWP, which will include the environmental review for the Phase 1 EPWP Projects and the Phase 2 EPWP Projects described above. Presently, the District is in the process of retaining consultant services to support the District in the preparation of the Program EIR.

Should the District decide to pursue federal funding for the Project, the District and its consultant will prepare all environmental compliance documentation as required under NEPA.

2.4. Project Schedule

Refer to Section 4.3 for the Procurement Schedule for the Progressive P3 Contract as well as other Project milestones.

SECTION 3 – PROGRESSIVE P3 SUMMARY OF TERMS

3.1. Summary Terms

As described in Section 1.4, the District is using a dual track procurement process in which the Progressive P3 Solicitation will proceed simultaneously with the Progressive Plant DB Solicitation and the Progressive Pipeline DB Solicitation.

The District intends to make a decision on delivery method, and to select the P3 Entity and/or DB Entity or Entities, upon completion of its review of Proposals from the dual tracks. The District understands that the P3 Entity may be a to-be-formed single purpose entity that will be established in order to, and with the sole purpose of, entering into the P3 Contract and other contracts and agreements typical for a P3 or project financing. To the extent that the P3 entity is not yet formed, the P3 Coordinator will be expected to represent and act on behalf of the P3 Entity.

The “**P3 Project**” will be that portion of the EPWP that the District designates for delivery using a P3 Delivery Method. For example, the P3 Project could include the Group A EPWP Projects, a combination of Group A and Group B EPWP Projects, or the entire EPWP. The District intends to establish the scope of the P3 Project as part of its decision on delivery method and simultaneously with its selection of the P3 Respondent.

The P3 Project so designated by the District will be developed and delivered by the P3 Entity in two distinct stages. The District is developing a term sheet (the “**P3 Term Sheet**”) that will set forth its requirements and preferences for its relationship with the P3 Entity during these stages. The District contemplates sharing the P3 Term Sheet in draft form with short-listed Respondents for review and comment, and including the P3 Term Sheet in the RFP.

Among other terms, the P3 Term Sheet will provide a general specification of the District’s preferences and requirements for operating and maintaining the P3 Project. The District anticipates specifying two O&M alternatives and requesting in the RFP that short-listed P3 Respondents propose on both. The first option would maximize the P3 Entity’s latitude and discretion in undertaking O&M, subject only to prevailing laws and such labor and other operational requirements as are specified by the District. The second option would maximize the District’s direct involvement in O&M activities, supervision, and oversight. The District would generally prefer the latter option unless a specific benefit can be demonstrated in the former.

The following sets forth certain summary terms for the P3 Delivery Method. These terms may be revised as the P3 Term Sheet is developed prior to issuance of the RFP. The District is additionally interested in encouraging innovation and creativity among P3 Respondents, and using the expertise and experience of the P3 Respondents to contribute to the development of terms for Stage One and Stage Two.³ For both these reasons, Respondents should consider these terms only as generally representative of the relationship the District intends to establish with the P3 Entity.

³ See Part VI: Organization and Management Approach.

3.1.1. Stage One Summary Terms

Stage One is the stage during which the P3 Entity will work collaboratively with the District to advance the P3 Project sufficiently to support submission to the District of a Guaranteed Maximum Price in the form of an annual availability payment or other periodic payment to be made by the District to the P3 Entity over the P3 Project's operating life, and, upon acceptance of such Guaranteed Maximum Price by the District, to execute a P3 Contract. It is anticipated that the P3 Entity and the District will each bear its own costs during Stage One. Summary Terms for Stage One are expected to include the following:

- A. The P3 Entity and the District will enter into a binding agreement (the "**Stage One Agreement**") setting forth provisions for Stage One including off-ramp rights of the District.
- B. The P3 Entity's responsibilities during Stage One are expected to include the following:
 - Provide project management as necessary to keep P3 Project on schedule and within budget.
 - Identify permitting requirements for the P3 Project and work with District to initiate needed permitting activities and to obtain requisite permits.
 - Perform necessary engineering studies (such as geotechnical investigations, underground and aboveground utilities investigations, hydraulic studies, pilot studies, water quality analyses, etc.) to support design development.
 - Provide all technical studies and data (such as traffic study, noise study, air quality, biological services, etc.) as required to obtain environmental clearance (CEQA and/or NEPA) for the Project.
 - Develop the engineering design (including preparing and submitting 30% and 60 to 70% design documents) and value-engineering activities.
 - Develop an operations and maintenance plan and a detailed termsheet for an operations and maintenance agreement that will support the P3 Project's operations in accordance with (i) the District's role in operations and (ii) the agreed-upon performance standards.
 - Develop a plan for its methods and costs of developing, engineering, procurement and constructing the P3 Project.
 - Provide the District with detailed cost estimates as the design process is advanced.
 - Solicit competitive bids to the greatest extent practicable for cost elements supporting its development of a Guaranteed Maximum Price ("**GMP**").
 - Submit a GMP to, and negotiate with, the District, for the services to be provided by the P3 Entity in accordance with the performance standards and P3 Contract terms developed during Stage One. The proposed GMP shall include all supporting documentation such as detailed open-book costing information that will allow the District to verify the submitted price.

- Provide adequate funding for the P3 Entity's costs of performing Stage One activities.
- C. The District's responsibilities during Stage One are expected to include the following:
- Review submissions and provide comments to the P3 Entity
 - Provide District requirements and preferences including, but not limited to, operations and maintenance preferences, single-source equipment, etc.
 - Lead CEQA permitting.
 - Furnish existing studies and provide complete, accurate and reliable data and information regarding the Project, including record drawings, preliminary studies, environmental studies, etc.
 - Provide information and provide (or engage the P3 Entity to perform) additional studies that may be necessary to complete the Project.
 - Provide access to the P3 Project site. Facilitate access to the San Jose/Santa Clara RWF as appropriate.
 - Obtain the governmental approvals and permits District is responsible for, and assist the P3 Entity in obtaining governmental approvals and permits it is responsible for.
 - Provide necessary operational data such as source water quality
 - Provide adequate funding for the District's costs of performing Stage One activities.
- D. Shared responsibilities of the P3 Entity and the District during Stage One are expected to include the following:
- Collaborate in the development of performance standards for the P3 Project's operations.
 - Collaborate in the development of a detailed termsheet for the P3 Contract.
 - Collaborate in meeting private activity requirements
 - Collaborate in development and negotiating a Project Labor Agreement as required.
 - Collaborate in developing and negotiating an executable P3 Contract.
- E. Stage One is expected to end with execution of the P3 Contract, which shall set forth the Maximum Guaranteed Price and other terms and conditions for Stage Two.
- F. Should the District and the P3 Entity be unable to reach agreement on terms for Stage Two, or should the District choose not to proceed to Stage Two for any reason, the District reserves the right to terminate any further work by the P3 Entity. Upon any such District termination, the District shall have rights to the

design work completed to date and the Principal Engineering Firm will reasonably support transitioning such work product to the District. Any such termination shall result in a termination payment to the P3 Entity in the amount set forth in the Stage One Agreement.

3.1.2. Stage Two Summary Terms

In Stage Two, the P3 Entity will design, build, finance, own and operate the P3 Project, and the District will receive water and pay the P3 Entity for water and/or water treatment services, all in accordance with the P3 Contract. Summary Terms for Stage Two are expected to include the following:

- A. The P3 Entity's responsibilities during Stage Two are expected to include the following:
- Complete the final design.
 - Provide financing for the P3 Project's engineering, procurement, and construction costs.
 - Enter into the agreements customary for a project-financed P3 facility, such as an EPC Contract, O&M Contract, and Bond Indenture or equivalent.
 - Procure equipment and subcontractors.
 - Procure all permits and licenses required for the construction processes such as building permits, public right-of-way encroachment permits, transportation permits, demolition permits, etc. Coordinate with all relevant entities.
 - Construct the P3 Project and meet specified construction milestones and project in-service due date.
 - Support the District outreach efforts during construction.
 - Conduct startup, commissioning and performance testing.
 - Operate and maintain the P3 Project in accordance with the performance standards and other operational provisions of the P3 Contract.
 - Negotiate with the District for the final annual payment structure, not to exceed the GMP set forth in Stage One as described in Section 3.1.1B.
- B. The District's responsibilities during Stage Two are expected to include the following:
- Make periodic payments to the P3 Entity in accordance with the terms of the P3 Contract, and subject to the limitations on such payments set forth in the P3 Contract.
 - Comply in all other regards with the P3 Contract

- C. The P3 Contract is expected to include additional provisions such as the following:
- The District shall have the right to curtail the P3 Project output, for example in the event of wet or above-normal years.
 - The District shall have the right to acquire and take possession of the P3 Project at the end of the P3 Contract term in exchange for a nominal payment to the P3 Entity.
 - The District shall have the right to acquire and take possession of the P3 Project under certain specified events, such as severe or prolonged failure by the P3 Entity to operate the P3 Project in accordance with the performance standards and other terms of the P3 Contract.
 - The District shall have the right to direct the P3 Entity to undertake certain capital and operational modifications, such as the future conversion of the P3 Project to direct potable reuse, subject to compensation adjustments reflecting the cost of such modifications.
 - The District shall have the option for early buy-out of all or a portion of the P3 Contract at the negotiated rates to be specified in the P3 Contract.

3.2. Conformance of P3 Contract with Private Use Requirements

In order to assure that tax exempt bonds previously issued (and which may be issued in the future) by public agencies from which the District will be receiving secondarily treated wastewater (“**Tax Exempt Wastewater Facility Bonds**”) are not be adversely impacted, any arrangement proposed by a Respondent will need to comply with the private activity bond restrictions of Section 141 of the Internal Revenue Code for governmental bonds. Absent success in implementing one of the three strategies described below, any P3 arrangement that the District enters into will generally need to meet the requirements of safe-harbors for service contracts as described in Revenue Procedure 97-13, as amended and amplified.

The District is currently pursuing three strategies to provide greater flexibility in the type of P3 arrangements that may be entered into than P3 arrangements meeting the existing safe-harbors for service contracts. One strategy is to seek federal legislation to allow for certain types of P3 arrangements without affecting the tax exemption of the Tax Exempt Wastewater Facility Bonds. A second strategy is to provide comments seeking more liberalized guidance from the IRS on P3 arrangements. We note that comments have been previously submitted by various groups relating to facilitating P3 transactions with the use of tax-exempt governmental bonds, such as those made by the American Bar Association. Finally, the District is currently working with the public agency from which it proposes to acquire secondarily treated wastewater for the first phase of the proposed project to develop a private letter ruling request to be submitted to the IRS. This private letter ruling would request that the IRS confirm that certain types of P3 arrangements will not adversely affect the tax exemption of the Tax Exempt Wastewater Facility Bonds.

The District cannot predict whether any of the three strategies it is currently undertaking will ultimately result in the District being able to enter into a P3 arrangement other than in conformance with the existing service contract safe-harbors. As a result, each Respondent is asked to indicate in its response to this RFQ whether it would be in a

position to enter into a P3 arrangement which meets the requirements of the existing service contract safe-harbors and the general terms and conditions it would expect to see included in such P3 arrangement. P3 Entities are additionally invited to submit any other ideas they may have to deal with the private activity restrictions in addition to those set forth above.⁴

3.3. Project Labor Agreement

The District is exploring the possibility of implementing a Project Labor Agreement for the EPWP. As a condition of contract award, the P3 Entity may be required to comply with the terms any Project Labor Agreement, and/or cooperate in good faith in finalizing any terms and conditions that remain to be negotiated.

3.4. Other Operational Requirements of the District

The District will specify its other operational requirements and objectives for the EPWP in the RFP.

⁴ See Part VI: Organization and Management Approach.

SECTION 4 – PROCUREMENT PROCESS

4.1. Communications During RFQ Process

- A. All questions or requests for information regarding, or objections to, this RFQ process must be submitted in writing to the District Contact (Ms. Beth Redmond), via e-mail at scvwdplanroom@valleywater.org no later than the date indicated in the Procurement Schedule.
- B. Questions and/or objections must be as specific as possible.
- C. No oral communication from the District Contact or any other District staff is binding.
- D. No contact with any other District staff including, but not limited to, SVAWPC operations personnel, concerning the Project during the RFQ process is allowed. A violation of this provision may result in disqualification of Respondent.

4.2. Addenda

- A. The District may issue written addenda as appropriate for clarification or other purposes during the RFQ period. Addenda notification(s) will be sent to all firms on the RFQ Participant List at the e-mail address provided by the prospective Respondent.
- B. Addenda will be posted on the District's website at www.valleywater.org/DesignBuild.aspx. Respondents are responsible for compliance with any and all addenda regardless if they receive notification or not.

4.3. Procurement Schedule

Following is the procurement schedule for the RFQ process and anticipated milestones for the RFP process.

Item No.	Activity	Target Date
1	Issuance of RFQ	January 15, 2016
2	RFQ Pre-Submittal Conference	February 11, 2016 at 10 a.m.
3	Deadline to submit questions and requests for clarification	February 22, 2016
4	Last day for District to issue addenda	February 29, 2016
5	Deadline to submit completed SOQ	March 11, 2016 at 2:00 p.m. Pacific
6	District notifies Respondents if they have made the shortlist ("proposed shortlist")	April 18, 2016
7	Deadline to appeal District's evaluation results	April 27, 2016

8	Appeal hearing conducted by District	May 6, 2016
9	District issues appeal decision(s) and final shortlist of Respondents	May 16, 2016
10	DISTRICT conducts Pre-RFP Workshop with shortlisted Respondents	Week of June 6, 2016
11	Issuance of RFP	June/July 2016
12	District selection of project delivery method and Stage One counterparty(ies)	December 2016

4.4. RFQ Pre-Submittal Conference

- A. A non-mandatory RFQ Pre-Submittal Conference for interested P3 and Design-Build Entities will be held on the date and time specified in the Procurement Schedule at the SVAWPC located at 4190 Zanker Road, San Jose, California.
- B. During the conference, the District will discuss the procurement process, provide an overview of the EPWP, and make presentation of the Project. Those who attend the conference will have the opportunity to tour the Project site to familiarize themselves with site conditions and constraints.
- C. No additional conferences or site visits will be conducted or allowed.
- D. Contact the District Contact at least 24 hours in advance and provide the name and contact information of those planning to attend the RFQ Pre-Submittal Conference. All attendees will be required to show a valid photo identification (CA Driver's License, CA Photo ID, passport) to gain entry to the SVAWPC. Due to space constraints, each firm will be limited to three attendees at the conference. Attendees must be escorted by District personnel while on the premises.
- E. Reasonable efforts will be made to accommodate persons with disabilities wishing to attend the RFQ Pre-Submittal Conference. Please request accommodations when confirming attendance.

4.5. SOQ Submission Location and Deadline

- A. The fully completed SOQ must be submitted in a sealed envelope marked "**SOQ for Expedited Purified Water Program P3**" addressed to Ms. Beth Redmond, Capital Program Planning and Analysis Unit Manager, Santa Clara Valley Water District, 5750 Almaden Expressway, San Jose, California 95118. The SOQ must be received by the District no later than the deadline indicated in the Procurement Schedule. It is the sole responsibility of the Respondent to ensure that their SOQ is received no later than the stated deadline. Failure to submit a responsive SOQ by the date and time specified in the Procurement Schedule will preclude the Respondent from subsequent participation in the RFP process for proposal for the Project.
- B. For delivery in person or by U.S. Mail, the address is: Santa Clara Valley Water District, 5750 Almaden Expressway, San Jose, CA 95118

- C. Respondents electing to submit the SOQ by FEDEX, UPS, DHL, CA Overnight, Golden State Overnight etc., must address the outside delivery envelope as follows:

Santa Clara Valley Water District
Attention: Beth Redmond—SOQ for EPWP P3
5905 Winfield Boulevard
San Jose, CA 95123-2428

- D. Since USPS (U.S. Mail) does not deliver to 5905 Winfield Boulevard Prospective Respondents must not mail SOQ to this address.

SECTION 5 – PREPARATION OF SOQ SUBMITTAL

- A. Each prospective Respondent must provide a complete, responsive SOQ package as specified in Attachment E (Statement of Qualifications Forms) of this RFQ. Attachment E consists of Parts I through VI, Appendix 1, Appendix 2, and all required attachments and supplemental information.
- B. Submission of an incomplete and/or unclear SOQ could result in a determination by the District that the SOQ is nonresponsive.
- C. The SOQ package must be presented bound and separated by tabbed section dividers for each “Part” (e.g. Part I, II, III, etc.) in two separate binders/Volumes. Parts I, II, III and IV shall be bound in Volume 1. Parts V, VI, Appendix 1, and Appendix 2 shall be bound in Volume 2. Include a copy of the Cover Page for each volume and indicate Volume 1 or Volume 2 clearly on each cover page.
- D. All pages shall be standard letter size (8.5” x 11”), except that organizational charts may be provided on tabloid size (11” x 17”) paper.
- E. Any unrequested documentation, such as company brochures, publications, marketing DVDs, etc., will not be considered in District evaluation.
- F. P3 Entities shall submit one (1) original and six (6) copies of the SOQ, along with one (1) electronic PDF copy on a CD ROM or secure USB Flash Drive, to be delivered to the District at the required location, date and time specified in this RFQ.

SECTION 6 – EVALUATION AND RANKING OF SUBMISSIONS

6.1. Evaluation

The SOQs will be reviewed and evaluated by the District's Selection Committee according to the requirements and criteria outlined in this Section 6. The identity of the Selection Committee members will not be revealed until after the SOQ evaluation process has been completed and the final Notice of Determination has been issued.

All SOQs will first be reviewed for their responsiveness, including timely receipt of the package and inclusion of all required forms. Any SOQ that is incomplete in any material respect may be deemed non-responsive and may be rejected in its entirety. The District reserves the right to waive informalities or request clarification or additional information.

P3 Entities will be evaluated within the context and weighting of the following categories:

- P3 Team Organization and Experience: 50%
- Key Personnel Experience: 25%
- Financial Capability and Experience: 25%

A. P3 Team Organization and Experience Evaluation:

The P3 Team's organization and experience will be evaluated using the following criteria:

1. The P3 Team's approach to working effectively during Stage One and Stage Two.
2. Prior working relationships of the P3 Team with each other.
3. Demonstrated experience with design and design management of water, wastewater, or advanced water treatment, conveyance and recharge projects similar in size and type to this P3 Project.
4. Demonstrated experience with construction and construction management of advanced water, wastewater, or advanced recycled water treatment, conveyance and recharge projects similar in size and type to this P3 Project.
5. Demonstrated experience applying innovative solutions, creative technologies, and efficient systems for similar projects.
6. Experience with startup and commissioning of water, wastewater, or advanced recycled water treatment, conveyance and recharge projects.
7. Operational history of a water, wastewater, or advanced recycled water treatment, conveyance and recharge facility designed and/or constructed by P3 Team members.

8. Development and implementation of successful design and construction quality management plans.
9. Effective management of subcontractors.
10. Specific experience with public-private partnerships in the water infrastructure sector.
11. Specific experience with securing and closing financing arrangements for P3 projects in the water infrastructure sector.
12. Demonstrated experience in outreach efforts with the public and other interested parties during project design and construction.
13. References for the team.

B. Key Personnel Experience Evaluation:

Proposed Key Personnel will be evaluated using the following criteria:

1. Key Personnel design and design management experience and past performance on projects of similar size and type that are comparable to this P3 Project.
2. Key Personnel construction and construction management experience and past performance on projects of similar size and type that are comparable to this P3 Project.
3. Prior working relationships of the proposed individuals (i.e., the past projects on which P3 Team's proposed individuals have worked together or with others).
4. Key Personnel's alternative project delivery experience (such as DBFOM).
5. Geographic proximity of the management office to the P3 Project site.
6. Project Manager's experience with managing multidisciplinary teams on complex projects
7. Key Personnel's safety record.
8. Successful implementation of design and construction quality control management plants.
9. Key Personnel's experience in securing and closing the financing package in the most cost effective manner for all stakeholders.
10. References for the Key Personnel.

C. Financial Capability and Experience Evaluation:

The P3 Team's financial capability will be evaluated based on the financial statements using the following criteria:

1. Profitability and growth
2. Solvency
3. Financial efficiency
4. Market strength
5. Bond, credit, and other ratings

The P3 Team's financial experience will be evaluated based on responses to the relevant sections in Parts III and IV.

6.2. Ranking of SOQs

Attachment D provides a scoring matrix for SOQ submissions. The District expects to short-list the most qualified P3 Teams (at least three) based on the highest evaluation scores, which will then be entitled to receive the RFP.

Upon conclusion of the SOQ evaluation process, District will notify Respondents if they have made the proposed shortlist. Refer to Section 7.7. Appeal Process regarding requirements relating to appealing the results of the District's evaluation. After all appeals have concluded, District will issue the final shortlist of Respondents.

6.3. Notices of Determination

The District will issue two Notices of Determination. The first one ("Proposed Notice of Determination") will state the District's proposed rating and ranking of each Respondent. The Proposed Notice of Determination will include information about the basis for the District's proposed rating and ranking of the Respondent. Refer to Section 7.8. Appeal Process regarding requirements relating to appealing the District's proposed rating and ranking. After all appeals have concluded, the District will issue the Final Notice of Determination stating the final rating and ranking of each Respondent and whether they have made the shortlist.

6.4. Carryover of SOQ Score During RFP Process

If there are no changes to the team organization, key personnel, technical qualifications and financial capability, scores achieved by the short-listed Respondents to this RFQ may be carried over and considered as an evaluation criterion during evaluation of proposals to be solicited during the RFP process. The RFQ score could contribute up to 20% of the total RFP score.

If there are changes to the information originally submitted in response to this RFQ, the changes will be evaluated and the SOQ score will be revised following the same scoring process identified in this RFQ.

SECTION 7 – CONDITIONS FOR RESPONDENTS

7.1. Ineligible Parties

The following individuals and firms (including parent or subsidiary organizations) are serving in an advisory capacity to the District for this Project and are therefore prohibited from participating in any capacity as a member of the P3 Team:

- Yarne & Associates Inc.
- Hanson Bridgett LLP
- Clean Energy Capital Securities LLC
- Public Resources Advisory Group
- Straddling, Yocca, Carlson & Rauth
- HDR
- RMC Water and Environment

Additional persons or firms may be added to or deleted from the list during any stage of the competitive selection process via addendum.

The District intends to hire a Technical Support Services (“**TSS**”) Consultant or Consultants for the Project. The TSS Consultant(s) services may include, but are not limited to, support in the administration of the P3 Contract, negotiation of the guaranteed maximum price, performance standards, construction administration, quality assurance, surveying, geotechnical testing and engineering, and materials testing. To avoid real or perceived conflicts of interest, no entity (including its parent or subsidiary organizations) serving in any capacity as a member of the P3 Team for the P3 Project will be eligible to serve as the TSS Consultant(s).

7.2. Conflict of Interest

Each Respondent submitting a SOQ is responsible for determining whether or not its participation or the participation of other P3 Team members in the proposed P3 Contract constitutes a conflict of interest or a potential conflict of interest under California Government Code Sections 1090, 87100 *et seq.*, or other applicable law. Each Respondent must investigate and manage any potential conflict of interest as part of considering whether to submit a SOQ and when assembling its project team.

The existence of such a conflict of interest is a basis for the District to disqualify a Respondent’s participation in this RFQ process. If the District determines that a Respondent is disqualified because of the existence of such a conflict of interest, it will provide the Respondent with a written statement of the facts leading to that conclusion.

7.3. Insurance and Collateral Requirements

- A. By entering into the P3 Contract, the District will face significant credit and performance risk with respect to the P3 Entity.
- B. The District expects to require the P3 Entity to obtain and maintain, at a minimum, all of the insurance requirements outlined in Attached C Draft Insurance Requirements. Additional details will be provided during the RFP process.

7.4. Confidentiality

- A. All information submitted to the District under this RFQ process becomes the exclusive property of the District but, if not otherwise a public record under the California Public Records Act (California Government Code section 6250 et seq.), shall not be open to public inspection. All submissions and other correspondence will be subject to the following requirements.
- B. This RFQ is based on the model document developed by the California Department of Industrial Relations. Accordingly, pursuant to Public Contract Code Section 20101(a), it is the District's position that all SOQs and related information submitted in response to this RFQ "shall not be public records and shall not be open to public inspection." Barring a court order to the contrary, the District will treat all SOQs and related documents as confidential and will not disclose them.
- C. The California Public Records Act also recognizes an exception to disclosure of records which contain confidential trade secrets (see Government Code Section 6254(k) and Civil Code Section 3426.1.) The District is not in a position to determine what information in a submission, if any, may be subject to one of these exceptions. Accordingly, if a Respondent believes that any specific portion of its submission is exempt from disclosure under the Public Records Act, the DB Entity must mark the portion of the submission as such and state the specific provision in the Act that provides the exemption and the factual basis for claiming the exemption. For example, if a Respondent believes a submission contains trade secret information, the Respondent must plainly mark the information as "Trade Secret" and refer to the appropriate section of the Public Records Act which provides the exemption for such information and the factual basis for claiming the exemption.

7.5. Obligation to Keep Project Team Intact

Respondents are advised that all firms and Key Personnel identified in the SOQ shall remain on the Project Team for the duration of the procurement process and execution of the Project. If extraordinary circumstances require a change, it must be submitted in writing to the District Contact. The District, at its sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the Respondent's control. Unauthorized changes to the Project Team at any time during the procurement process may result in elimination of the Respondent from further consideration.

7.6. Stipend

No stipend will be paid to Respondents for any costs associated with preparing and submitting SOQs in response to this RFQ.

7.7. Appeal Process

The following procedures shall apply when a Respondent desires to dispute the results of the District's SOQ evaluation:

- A. There is no right to dispute the RFQ process requirements and/or specifications if any objection thereto could have been addressed by submitting a question and/or objection in accordance with Section 4.1 Communications During RFQ Process. The appeal by the interested party shall be undertaken at the interested party's expense.
- B. Upon written request of the Respondent, the District will provide the Respondent with a written notification of the basis for the District's evaluation of their SOQ.
- C. To initiate an appeal, the Respondent must notify the District in writing that it is appealing the results of the District's evaluation of their SOQ. The appeal must be made no later than seven (7) business days following the date of the District's written notification of the proposed shortlist.
- D. The Respondent initiates an appeal by delivering to the District, at the same location where the SOQs were submitted, a written notice requesting a hearing and setting forth the basis for the appeal, as well as all of the relevant facts.
- E. Failure to file a timely appeal waives any and all rights the Respondent has to challenge the decision of the District regarding the results of the District's evaluation, whether by administrative process, judicial process or any other legal process or proceeding.
- F. If the Respondent files a timely appeal, an administrative hearing will be conducted no later than seven (7) business days following the appealing party's delivery of the written notice of appeal.
- G. The hearing on the appeal will be informal and is not an evidentiary hearing. At the hearing, the appealing party will be given the opportunity to present information and reasons in support of its appeal. The hearing officer will consider all evidence, information and arguments submitted by the appealing party relevant to the appeal, the District's response to such evidence, information and arguments, and any other information the hearing officer deems relevant.
- H. The District will provide a written decision within six (6) business days after the conclusion of the hearing.
- I. If the Respondent chooses not to avail themselves of this appeal process, the proposed shortlist will be finalized without further proceedings.

SECTION 8 – RIGHTS OF THE DISTRICT

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

- A. issue addenda, supplements, and modifications to this RFQ;
- B. add or delete Respondent responsibilities from the information contained in this RFQ or the subsequent RFP;
- C. withdraw or cancel this RFQ or the subsequent RFP in whole or in part at any time prior to the execution by the District of a P3 Contract, without incurring any cost obligations or liabilities;
- D. revise and modify at any time, factors the District will consider in evaluating responses to this RFQ and the subsequent RFP and to otherwise revise its evaluation methodology;
- E. modify all dates set or projected in this RFQ;
- F. waive minor defects or irregularities in the SOQ's or non-material deviations from the requirements set forth in this RFQ;
- G. request supplemental information, hold meetings, conduct discussions and exchange correspondence with one or more of the P3 Entities responding to this RFQ to seek an improved understanding and evaluation of the responses to this RFQ;
- H. seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ;
- I. examine any of the facilities referenced in each SOQ and to observe and investigate the operations of such facilities.
- J. conduct investigations of the P3 Entities and their SOQs (including, but not limited to, contacting references) to clarify the information provided pursuant to this RFQ, and to request additional evidence to support the information included in any SOQ.
- K. adjust, increase, limit, suspend or rescind the SOQ rating based on subsequently learned information;
- L. add the next highest scoring Respondent (or Respondents) to the short-list at any time during the procurement process if a short-listed Respondent (or Respondents) withdraws from the procurement process.
- M. add or modify its reserved rights in the subsequent RFP; and
- N. make all final determinations.

ATTACHMENT A PROJECT BACKGROUND DOCUMENTS

The following background documents are available for informational purposes to prospective Respondents. These documents are available in PDF format only and can be obtained through the District's website:

<http://www.valleywater.org/Programs/Construction.aspx>.

	Document Name	Author	Date
[1]	SBWR Strategic and Master Planning Volume 1 Report	RMC Water and Environment	December 2014
[2]	SBWR Strategic and Master Planning Volume 2 Appendices	RMC Water and Environment	December 2014
[3]	South Bay Advanced Recycled Water Treatment Facility Engineer's Report	Black & Veatch	December 2009
[4]	South Bay Advanced Recycled Water Treatment Facility Engineer's Report – Appendices	Black & Veatch	December 2009

Respondents are encouraged to review prior board agendas, supporting materials, and videos of prior board meetings that are available through the District's web site at:

<http://www.valleywater.org/Design-Build.aspx>

The section "More Information and Related Board Agenda Memos" provides a reference source for publicly-available information on the EPWP and the District's dual track procurement process.

ATTACHMENT B FIGURES

Figure 1 – Expedited Purified Water Program (Not to Scale)

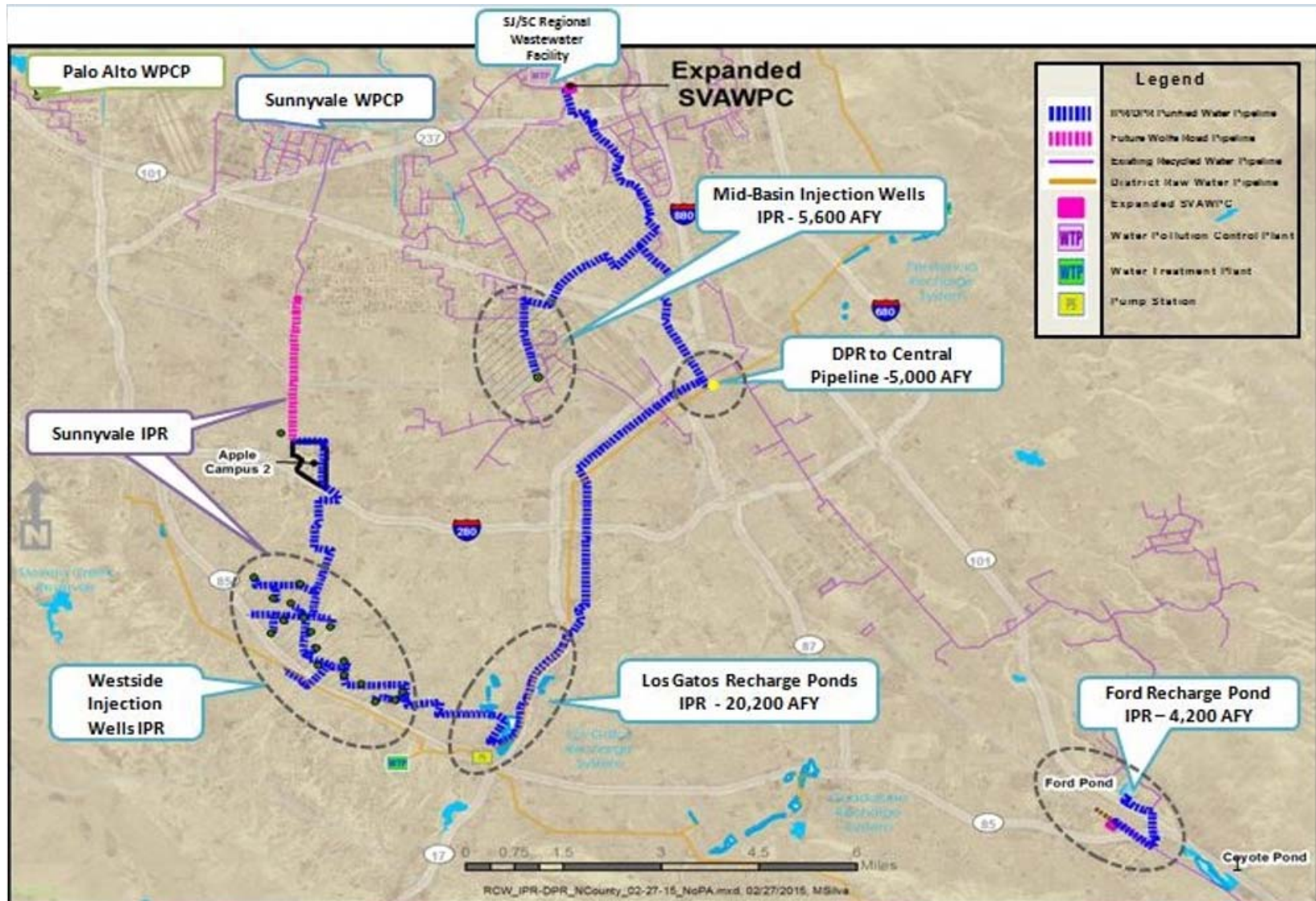
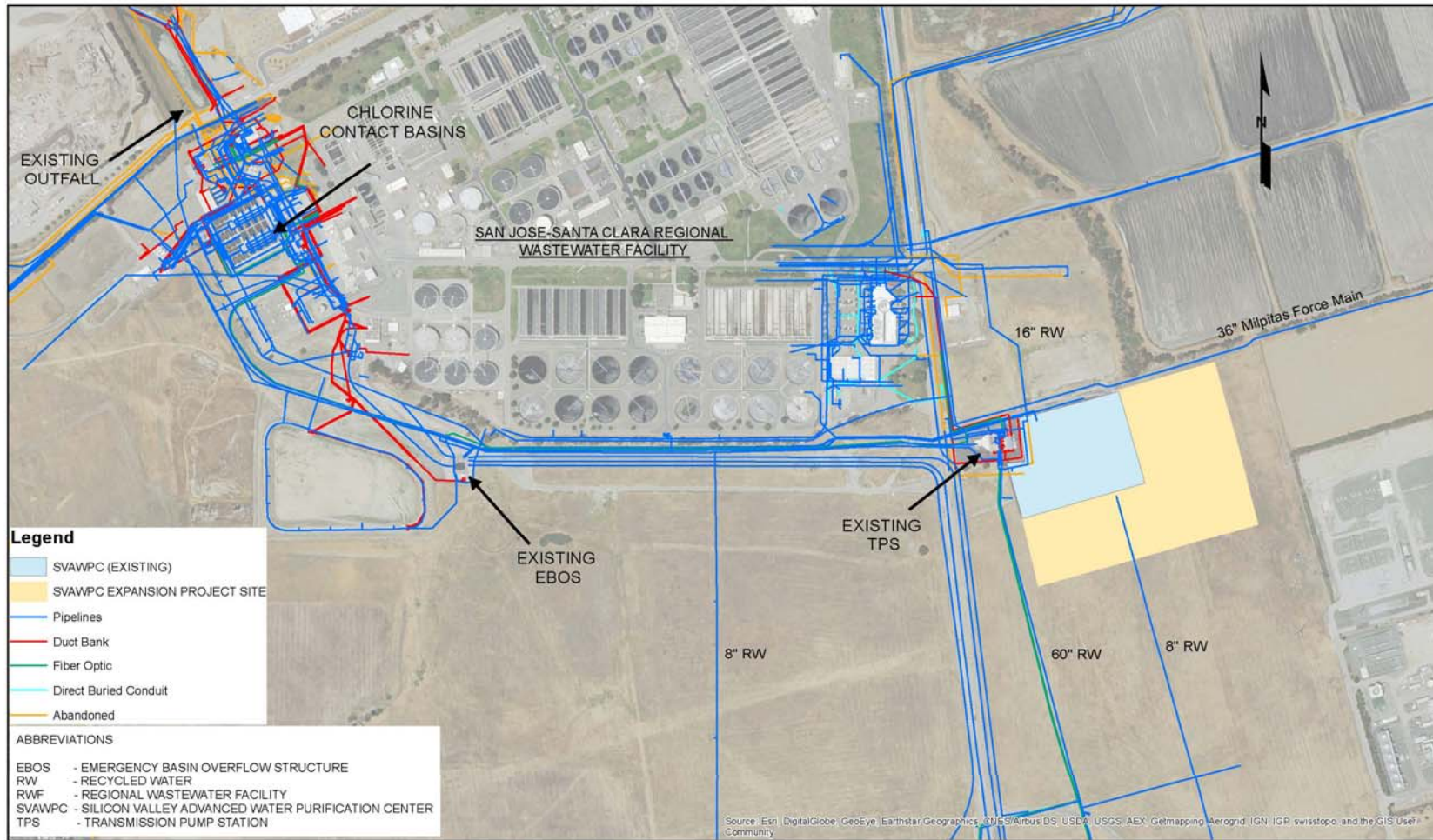


Figure 2 – RWF EXISTING UNDERGROUND UTILITIES (SCHEMATIC, NOT TO SCALE)

SWAWPC EXPANSION PROJECT - RWF EXISTING UNDERGROUND UTILITIES



SHEET - 3

ATTACHMENT C DRAFT INSURANCE REQUIREMENTS

Draft Insurance Requirements during Stage One

Please refer to the insurance requirements listed below.

Without limiting the P3 Entity's indemnification of, or liability to, the Santa Clara Valley Water District ("District"), the P3 Entity must provide and maintain at its own expense, during the term of the Stage One Agreement, or as may be further required herein, the following insurance coverages and provisions:

The P3 Entity must provide its insurance broker(s)/agent(s) with a copy of these requirements and warrants that these requirements have been reviewed by P3 Entity's insurance agent(s) and/or broker(s), who have been instructed by the P3 Coordinator to procure the insurance coverage required herein. All Certificates of Insurance complete with copies of all required endorsements must be sent to: **Contract Administrator, Santa Clara Valley Water District, 5750 Almaden Expressway, San Jose, CA 95118.**

In addition to certificates, the P3 Entity must furnish District with copies of original endorsements affecting coverage required by this Attachment. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by District before work commences.** In the event of a claim or dispute, District has the right to require the P3 Entity's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by this Attachment.

The P3 Entity must, at its sole cost and expense, procure and maintain during the entire period of this Agreement the following insurance coverage(s).

Required Coverages

1. **Commercial General/Business Liability Insurance** with coverage as indicated:

\$5,000,000 per occurrence / **\$5,000,000** aggregate limits for bodily injury and property damage

General Liability insurance must include:

- a. Coverage at least as broad as found in standard ISO form CG 00 01.
- b. Contractual Liability expressly including liability assumed under this contract.
- c. If any member of the P3 Team must be working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, overpass, underpass, or crossway must be deleted, or a railroad protective policy in the above amounts provided.

- d. Severability of Interest
- e. Broad Form Property Damage liability

If the standard ISO Form wording for "OTHER INSURANCE," or other comparable wording, is not contained in the P3 Entity's liability insurance policy, an endorsement must be provided that said insurance will be primary insurance and any insurance or self-insurance maintained by District, its Directors, officers, employees, agents or volunteers must be in excess of the P3 Entity's insurance and must not contribute to it.

2. Business Auto Liability Insurance with coverage as indicated:

\$2,000,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

3. Professional/Errors and Omissions Liability with coverage as indicated:

\$10,000,000 per claim/ **\$10,000,000** aggregate

Professional/Errors and Omission Liability appropriate to each member of the P3 Team's profession, and must include:

- a. If coverage contains a deductible, or self-insured retention, it shall not be greater than one hundred thousand dollars (\$100,000) per occurrence/event.
- b. Coverage shall include contractual liability.

If coverage is claims-made:

- a. Certificate of Insurance shall clearly state that the coverage is claims-made.
- b. Policy retroactive date must coincide with or precede the P3 Entity's start of work (including subsequent policies purchased as renewals or replacements).
- c. Policy must allow for reporting of circumstances or incidents that might give rise to future claims.
- d. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

4. Workers' Compensation and Employer's Liability Insurance

Statutory California Workers' Compensation coverage covering all work to be performed for the District.

Employer Liability coverage for not less than \$1,000,000 per occurrence.

General Requirements

With respect to all coverages noted above, the following additional requirements apply:

1. **Additional Insured Endorsement(s):** the P3 Entity must provide an additional insured endorsement for Commercial General/Business Liability and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc. arising out of the named insureds' activities and work. Other public entities may also be added to the additional insured endorsement as applicable and the P3 Entity will be notified of such requirement(s) by the District.

(NOTE: Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10, CG 2033, CG 2037. Note: Editions dated 07/04 are not acceptable)
2. **Primacy Clause:** The P3 Entity's insurance must be primary with respect to any other insurance which may be carried by the District, its officer, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss.
3. **Cancellation Clause Revision:** The Certificate of Insurance **MUST** provide **30 days notice of cancellation, (10 days notice for non-payment of premium)**. **NOTE: The standard wording in the ISO Certificate of Insurance is not acceptable.** The following words must be crossed out or deleted from the standard cancellation clause: "...endeavor to..." AND "...but failure to mail such notice must impose no obligation or liability of any kind upon the company, its agents or representatives."
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the District's Risk Management Administrator.
5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the P3 Entity shall provide a financial guarantee satisfactory to the entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
6. **P3 Team Members, Subconsultants and Subcontractors:** Each member of the P3 Team, and any subconsultants and/or subcontractors, are expected to carry the aforementioned coverages, or the P3 Entity may insure such P3 Team members, subconsultants and/or subcontractors under its own policies.
7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by P3 Entity for the benefit of the District must not be deemed to release or limit any liability of the P3 Entity. Damages recoverable by the District for any liability of the P3 Entity must, in any event, not be limited by the amount of the required insurance coverage.
8. **Coverage to be Occurrence Based:** With the exception of the Professional Liability/Errors and Omissions coverage mentioned above, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.

9. **Waiver of Subrogation:** The P3 Entity agrees to waive subrogation against the District to the extent any loss suffered by the P3 Entity is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy, or Professional policy described in **Required Coverages** above. The P3 Entity agrees to advise its broker/agent/insurer about this provision and obtain any endorsements, if needed, necessary to ensure the insurer agrees.
10. **Non-compliance:** The District reserves the right to withhold payments to the P3 Entity in the event of material noncompliance with the insurance requirements outlined above.
11. **Please mail the certificates and endorsements to:**

**Contract Administrator
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118**

IMPORTANT: On the certificate of insurance, please note either the name of the project or the name of the District contact person or unit for the contract.

If your insurance broker has any questions, please advise him/her to call Mr. David Cahen, District Risk Management Administrator, at (408) 630-2213.

Draft Insurance Requirements during Stage Two: Construction of the P3 Project

Please refer to the insurance requirements listed below.

Without limiting the P3 Entity's indemnification of, or liability to, the Santa Clara Valley Water District ("District"), the P3 Entity must provide and maintain at its own expense, during the construction portion of the term of the P3 Agreement, or as may be further required herein, the following insurance coverages and provisions:

The P3 Entity must provide its insurance broker(s)/agent(s) with a copy of these requirements and warrants that these requirements have been reviewed by the P3 Entity's insurance agent(s) and/or broker(s), who have been instructed by the P3 Coordinator to procure the insurance coverage required herein.

In addition to certificates, the P3 Entity must furnish District with copies of original endorsements affecting coverage required by this Attachment. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by District before the contract commences.** In the event of a claim or dispute, District has the right to require The P3 Entity's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by this Attachment.

The P3 Entity must, at its sole cost and expense, procure and maintain during the entire period of this Agreement the following insurance coverage(s).

Required Coverages

1. Commercial General/Business Liability Insurance with coverage as indicated:

\$10,000,000 per occurrence / **\$10,000,000** aggregate limits for bodily injury and property damage

\$10,000,000 Products/Completed Operations aggregate (to be maintained for at least three (3) years following acceptance of the work by District.

General Liability insurance must include:

- a. Coverage at least as broad as found in standard ISO form CG 00 01.
- b. Premises and Operations
- c. Contractual Liability expressly including liability assumed under this contract.
- d. If any member of the P3 Team will be working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, overpass, underpass, or crossway must be deleted, or a railroad protective policy in the above amounts provided.
- e. Owners and the P3 Entity's Protective liability
- f. Severability of Interest
- g. Explosion, Collapse and Underground Hazards, (X,C, and U)
- h. Broad Form Property Damage liability

If the standard ISO Form wording for "OTHER INSURANCE," or other comparable wording, is not contained in the P3 Entity's liability insurance policy, an endorsement must be provided that said insurance will be primary insurance and any insurance or self-insurance maintained by District, its Directors, officers, employees, agents or volunteers will be in excess of the P3 Entity's insurance and will not contribute to it.

2. Business Auto Liability Insurance with coverage as indicated:

\$2,000,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

3. Professional/Errors and Omissions Liability with coverage as indicated:

\$10,000,000 per claim/ **\$10,000,000** aggregate

Professional/Errors and Omission Liability appropriate to each member of the P3 Team's profession, and must include:

- a. If coverage contains a deductible, or self-insured retention, it shall not be greater than

one hundred thousand dollars (\$100,000) per occurrence/event.

- b. Coverage shall include contractual liability

If coverage is claims-made:

- a. Certificate of Insurance shall clearly state that the coverage is claims-made
- b. Policy retroactive date must coincide with or precede the P3 Entity's start of work (including subsequent policies purchased as renewals or replacements).
- c. Policy must allow for reporting of circumstances or incidents that might give rise to future claims.
- d. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of construction.

4. Workers' Compensation and Employer's Liability Insurance

Statutory California Workers' Compensation coverage covering all work to be performed for the District.

Employer Liability coverage for not less than \$1,000,000 per occurrence.

5. Builders' Risk (Course of Construction) Insurance

Covering all risks of loss less policy exclusions for an amount equal to the completed value of the project with no coinsurance penalty provisions. Builder's Risk policy shall name Santa Clara Valley Water District as loss payee.

General Requirements

With respect to all coverages noted above, the following additional requirements apply:

- 1. **Additional Insured Endorsement(s):** The P3 Entity must provide an additional insured endorsement for Commercial General/Business Liability and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc. arising out of the named insureds' activities and work. Other public entities may also be added to the additional insured endorsement as applicable and the P3 Entity will be notified of such requirement(s) by the District.

(NOTE: Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10, CG 2033, CG 2037. Note: Editions dated 07/04 are not acceptable)

- 2. **Primacy Clause:** The P3 Entity's insurance must be primary with respect to any other insurance which may be carried by the District, its officer, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss.

3. **Cancellation Clause Endorsement:** The P3 Entity must provide a cancellation endorsement stating that the insurer agrees to provide 30 days notice of cancellation (10 days notice for non-payment of premium). **NOTE: Adding wording to the standard wording in the ISO Certificate of Insurance is not acceptable.**
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the District's Risk Management Administrator.
5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the P3 Entity shall provide a financial guarantee satisfactory to the entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
6. **P3 Team Members, Subconsultants and Subcontractors:** Each member of the P3 Team, and any subconsultants and/or subcontractors, are expected to carry the aforementioned coverages, or the P3 Entity may insure such P3 Team members, subconsultants and/or subcontractors under its own policies.
7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by the P3 Entity for the benefit of the District must not be deemed to release or limit any liability of the P3 Entity. Damages recoverable by the District for any liability of the P3 Entity must, in any event, not be limited by the amount of the required insurance coverage.
8. **Coverage to be Occurrence Based:** All coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** The P3 Entity agrees on to waive subrogation against the District to the extent any loss suffered by the P3 Entity is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy, or Builders' Risk policy described in **Required Coverages** above. The P3 Entity agrees to advise its broker/agent/insurer about this provision and obtain any endorsements, if needed, necessary to ensure the insurer agrees.
10. **Non-compliance:** The District reserves the right to withhold payments to the P3 Entity in the event of material noncompliance with the insurance requirements outlined above.
11. **Please mail the certificates and endorsements to:**

**Contract Administrator
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118**

IMPORTANT: On the certificate of insurance, please note either the name of the project or the name of the District contact person or unit for the contract.

If your insurance broker has any questions, please advise him/her to call Mr. David Cahen, District Risk Management Administrator, at (408) 630-2213.

Draft Insurance Requirements during Stage Two: Operation of the P3 Project

Insurance will be required during the operation of the P3 Project. Specific limits will be defined at a later date.

ATTACHMENT D SCORING

A. UNSCORED SECTIONS OF SOQ

Part I (Contact Information and Certification) and Part II (General Information) of Attachment E seek information about the identity and makeup of the P3 Entity, and are for identification purposes only. There is no evaluative scoring value for these parts.

Part VI (Other Questions) of Attachment E is for informational purposes and to assist the District in further developing the P3 Delivery Method and RFP. There is no evaluative scoring value for this part.

B. SCORED SECTIONS OF SOQ AND SCORING MATRIX

Parts III (P3 Team Organization and Experience), Part IV (Key Personnel Experience), Part V (Financial Information), and Appendix 2 (Disclosure Questions) will be evaluated and ranked in accordance with the following scoring matrix.

SCORING MATRIX FOR SOQ SUBMISSIONS

	Max Score	Max Section Total	Max Category Total	Weighting
P3 Team Organization and Experience Part III: P3 Team Organization and Experience P3 Team Experience and Management Approach P3 Experience of the P3 Coordinator Construction and Design Experience of the General Contractor, Principal Engineering Firm, and Other Design Firm(s) Operating Experience of the Operator Financing Experience of the Finance Provider Total for Part III <i>[Note: The District may reduce the above scores to reflect any material adverse findings reported in Respondent's responses to Appendix 2 (Disclosure Questions).]</i> Total for P3 Team Organization and Experience	30 70 60 20 <u>20</u>	200	200	50%
Key Personnel Experience Part IV: Key Personnel Experience Project Manager Principal Engineer Construction Manager Operations Manager Financial Manager Total for Part IV Total for Key Personnel Experience	25 25 20 10 <u>20</u>	100	100	25%
Financial Capability and Experience Part III: P3 Team Organization and Experience Financing Experience of the Finance Provider Total for Part III Part V: Financial Information (1) P3 Entity P3 Coordinator General Contractor Principal Engineering Firm (and Other Design Firms, if any) Operator Finance Provider Total for Part V <i>[Note: Credit for any guarantor that is part of the proposed P3 Team will be applied to the guaranteed entity.]</i> Total for Financial Capability and Experience	<u>40</u> 5 10 10 5 5 <u>25</u>	40 <u>60</u>	100	25%
Maximum Score			400	

ATTACHMENT E
STATEMENT OF QUALIFICATIONS FORMS

STATEMENT OF QUALIFICATIONS

PUBLIC-PRIVATE PARTNERSHIP BETWEEN RESPONDENT AND THE SANTA CLARA VALLEY WATER DISTRICT WITH REGARDS TO THE EXPEDITED PURIFIED WATER PROGRAM

Respondent: _____

Date: _____

Volume: _____

Note: Only Parts I through VI of this document (including any requested or required supporting documents) are to be submitted.

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PART I: CONTACT INFORMATION AND CERTIFICATION

The Respondent must provide all of the following contact information to be considered for further review.

The Respondent must also include a signed SOQ Transmittal Form (Appendix 1 SOQ Transmittal Form), certifying that the statements and information contained in this Statement of Qualifications are complete and accurate and that the submittal contains no false or deliberately misleading information. By signing the SOQ Transmittal Form, the Respondent acknowledges that receipt of this submittal by the District does not constitute either a direct or implied guarantee to the Respondent that it will be short-listed. By signing the SOQ Transmittal Form and submitting this SOQ, the Respondent further agrees to be bound by the procedures and conditions as described in this RFQ.

A. CONTACT INFORMATION

1. Legal Name of Respondent: _____
2. Address of Respondent: _____
3. Phone Number of Respondent: _____
4. Contact Person and Title: _____

Contact person for this SOQ. It is expected that the contact person will be the Project Manager.

Contact Person E-mail: _____

5. Respondent is:

- | | |
|--|--|
| <input type="checkbox"/> A Corporation | <input type="checkbox"/> A Partnership |
| <input type="checkbox"/> A Sole Proprietorship | <input type="checkbox"/> A Joint Venture |
| <input type="checkbox"/> Other legal entity (specify): _____ | |

6. Date of company formation or incorporation: _____
7. Under the laws of what state: _____

B. P3 TEAM MEMBERS

In the spaces provided below, name the following entities:

- 1. P3 Entity: _____
- 2. P3 Coordinator: _____
- 3. General Contractor: _____
- 4. Principal Engineering Firm: _____
- 5. Operator: _____
- 6. Finance Provider: _____
- 7. Other Design Firm: _____

Explain involvement with the Design:

- 8. Other Design Firm: _____

Explain involvement with the Design:

- 9. Other Design Firm: _____

Explain involvement with the Design:

NOTE: Attach additional pages for additional Design Firms if necessary.

C. EXECUTION & CERTIFICATION

Complete and attach **Appendix 1 SOQ Transmittal Form**: All information set forth in this SOQ shall be certified under penalty of perjury by the Respondent and, if a partnership or joint venture, its general partners or joint venture members.

–End of Part I–

PART II: GENERAL INFORMATION

The Respondent must provide all of the following information:

A. INFORMATION ABOUT THE P3 ENTITY

1. Firm Name: _____

2. Principal Address: _____

3. Date of company formation or incorporation: _____

4. Under the laws of what state: _____

5. Firm is a (*select one and provide requested information*):

Corporation

Sole proprietorship

Joint Venture, Partnership or Other legal entity

6. Key firm representatives assigned to the P3 Project:

Name:

Title:

Role:

_____	_____	_____
_____	_____	_____
_____	_____	_____

B. INFORMATION ABOUT THE P3 COORDINATOR

7. Firm Name: _____

8. Principal Address: _____

9. Date of company formation or incorporation: _____

10. Under the laws of what state: _____

11. Firm is a (*select one and provide requested information*):

Corporation

Sole proprietorship

Joint Venture, Partnership or Other legal entity

12. Key firm representatives assigned to the P3 Project:

Name:	Title:	Role:
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. INFORMATION ABOUT THE GENERAL CONTRACTOR

1. Firm Name: _____

2. Principal Address: _____

3. Date of company formation or incorporation: _____

4. Under the laws of what state: _____

5. Firm is a (*select one and provide requested information*):

Corporation

Sole proprietorship

Joint Venture, Partnership or Other legal entity

6. Key firm representatives assigned to the P3 Project:

Name:	Title:	Role:
_____	_____	_____
_____	_____	_____
_____	_____	_____

D. INFORMATION ABOUT THE PRINCIPAL ENGINEERING FIRM

1. Firm Name: _____

2. Principal Address: _____

3. Date of company formation or incorporation: _____

4. Under the laws of what state: _____

5. Firm is a (*select one and provide requested information*):

Corporation

- Sole proprietorship
- Joint Venture, Partnership or Other legal entity

6. Key firm representatives assigned to the P3 Project:

Name:	Title:	Role:
_____	_____	_____
_____	_____	_____
_____	_____	_____

E. INFORMATION ABOUT THE OPERATOR

1. Firm Name: _____
2. Principal Address: _____
3. Date of company formation or incorporation: _____
4. Under the laws of what state: _____

5. Firm is a (*select one and provide requested information*):

- Corporation
- Sole proprietorship
- Joint Venture, Partnership or Other legal entity

6. Key firm representatives assigned to the P3 Project:

Name:	Title:	Role:
_____	_____	_____
_____	_____	_____
_____	_____	_____

F. INFORMATION ABOUT THE FINANCE PROVIDER

1. Firm Name: _____
2. Principal Address: _____
3. Date of company formation or incorporation: _____

4. Under the laws of what state: _____

5. Firm is a (*select one and provide requested information*):

Corporation

Sole proprietorship

Joint Venture, Partnership or Other legal entity

6. Key firm representatives assigned to the P3 Project:

Name:

Title:

Role:

_____	_____	_____
_____	_____	_____
_____	_____	_____

G. INFORMATION ABOUT THE OTHER DESIGN FIRM(S), IF ANY

1. Firm Name: _____

2. Principal Address: _____

3. Date of company formation or incorporation: _____

4. Under the laws of what state: _____

5. Firm is a (*select one and provide requested information*):

Corporation

Sole proprietorship

Joint Venture, Partnership or Other legal entity

6. Key firm representatives assigned to the P3 Project:

Name:

Title:

Role:

_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: Attach additional pages for additional Other Design Firms if necessary.

-End of Part II-

PART III: P3 TEAM ORGANIZATION AND EXPERIENCE

The District is interested in the P3 experience of the P3 Coordinator; the construction and design experience of the General Contractor, Principal Engineering Firm, and Other Design Firm(s); the operating experience of the Operator; and the P3 and/or project financing experience of the Finance Provider.

The Respondent shall submit all general and project experience information in accordance with the instructions that follow. Failure to meet the submittal or experience requirements listed below for submitted past projects will deem the Respondent as disqualified. While the District has not established a page limit for responses to this section, the District is interested in receiving a brief and well-organized response.

Respondents must additionally complete and attach **Appendix 2 (Disclosure Questions)** setting forth certain additional information.

A. P3 TEAM EXPERIENCE AND MANAGEMENT APPROACH

1. Description of Management Approach

Provide a narrative description of the P3 Coordinator's management and organizational approach for accomplishing the Project. The narrative description should describe the methodology for integrating the P3 Team and the different functions and areas of expertise within the team into an efficient and effective organization. The management approach must reflect an understanding of the use of the P3 delivery methodology for projects with scope and complexity comparable to this Project.

The narrative description shall also provide a brief description of the significant functional relationships among participants outlined in the organization chart below and how the proposed organization will function as an integrated P3 Team.

2. Organizational Charts

Provide a Stage One organizational chart for the P3 Team showing the relationships and responsibilities of the Key Personnel who are responsible for performing the major functions to be performed, as described in the Section 3.1.1 – Stage One Summary Terms.

Provide a Stage Two organizational chart for the P3 Team showing the relationships and responsibilities of the P3 Entity, the P3 Coordinator, the General Contractor, the Principal Engineering Firm, the Other Design Firms, the Operator, and the Finance Provider. Describe the primary contractual relationships among these entities, and between each entity and the District.

3. P3 Team Experience

Describe the experience of the P3 Team, and/or key members of the P3 Team, in working together on other P3 projects.

B. P3 EXPERIENCE OF THE P3 COORDINATOR

Provide a general narrative description of the P3 experience of the P3 Coordinator, noting the number and size of projects undertaken and/or completed, the P3 Coordinator's geographic focus and sector focus, and other factors deemed relevant by the P3 Coordinator. Include a table of projects to the extent relevant.

The Respondent shall identify no less than one (1) and up to four (4) P3 reference projects undertaken by the P3 Coordinator that are completed and in commercial operation or that have reached financial closing and are under construction. These P3 reference projects shall demonstrate the P3 Coordinator's expert knowledge and experience in successfully delivering the services of a major infrastructure project to a public-sector counterparty. The District is specifically interested in P3 reference projects in the water/wastewater sector. No more than two (2) of the P3 reference projects may be in other sectors.

For each P3 reference project, the Respondent shall provide the following information:

1. Project name
2. Project location
3. Public entity (offtaker) receiving project services
4. Facility type and capacity
5. Project value ("**Project Value**" represents the individual project cost in 2015 US dollars, inclusive of engineering design and/or construction including start-up, testing and commissioning. Post construction tasks such as project operations should not be included in Project Value. Respondents shall reference http://www.bls.gov/data/inflation_calculator.htm to convert prior years' dollars to 2015 dollars.)
6. Date of financial close
7. Date of commencement of commercial operations
8. P3 Team:
 - a. The P3 Coordinator
 - b. The General Contractor
 - c. The Principal Engineering Firm
 - d. Other Design Firms
 - e. Operator
 - f. Finance Provider
9. Governmental Partner Reference (Provide contact name(s), agency, address, phone number, and e-mail address. The governmental partner reference is the

governmental entity project manager or other person who you believe is best qualified to answer interview questions.)

10. Description of project (Provide narrative to describe objective of the project, project size and capacity, and primary treatment processes (i.e., biological active filtration, MF, RO, UV, etc.).)
11. Relevancy to the EPWP (Describe how the project is applicable and relevant to the EPWP)
12. Description of P3 contract (Provide a general description of the principal commercial terms of the contract between the P3 entity and the governmental entity receiving services, specifically identifying such features as contract term, availability-based payments, volumetric payments, operational requirements, purchase options for the benefit of the governmental entity, and other key terms.)
13. Describe the way in which the project reduced lifecycle costs in comparison to a public-sector delivery method. If an independent value-for-money analysis was developed, identify the entity preparing such analysis and summarize its principal findings and conclusions.
14. Identify and describe the principal risks that were transferred to the P3 entity.
15. Was the project completed on schedule, ahead of schedule, or behind schedule? Identify and describe the key timing drivers of the project, and how the P3 entity managed these timing drivers.
16. Were small businesses located in the area of the project involved in the project? Provide a general narrative description of small business involvement.
17. What were the biggest challenges of the P3 reference project? How were these challenges overcome?
18. Have there been any lawsuits filed against the P3 entity with regards to the referenced P3 project? To the best of Respondent's knowledge, have there been any lawsuits specific to the P3 project filed against the governmental entity receiving project services? If so, please provide a brief description of the issue being litigated and any legal defense/remedies.

C. CONSTRUCTION AND DESIGN EXPERIENCE OF THE GENERAL CONTRACTOR, PRINCIPAL ENGINEERING FIRM, AND OTHER DESIGN FIRM(S)

Provide a general narrative description of the construction and design experience of the General Contractor, Principal Engineering Firm, and other Design Firm(s), noting the number and size of projects undertaken and/or completed, each entity's geographic focus and sector focus, and other factors deemed relevant by the P3 Coordinator. Include one or more tables of projects to the extent relevant.

The Respondent shall identify at least four (4) and no more than six (6) completed projects by the General Contractor and the Principal Engineering Firm or Other Design Firm(s).

“Completed Project” means (i) for the General Contractor, the project has passed the start-up,

testing, and commissioning for all facility system components and (ii) for the Principal Engineering Firm and Other Design Firm, the project design work is complete and the construction is either in progress or completed.

These construction and design reference projects shall demonstrate expert knowledge and experience in design and construction of water, waste water or advanced recycled water treatment facilities. Direct design and construction experience with advanced recycled water treatment plants (MF, RO, UV and/or advanced oxidation or similar treatment processes), and with the construction of water conveyance pipelines, is highly desirable.

At least 2 of the reference project must be attributed to the General Contractor. At least 2 of the reference projects must be attributed to the Principal Engineering Firm. Each of the projects must be over \$30 million in project value and have been completed in the past 15 years (immediately before the issuance of this RFQ).

For each construction and design reference project, the Respondent shall provide the following information:

1. Project name
2. Project location
3. Facility type and capacity
4. Project value (“**Project Value**” represents the individual project cost in 2015 US dollars, inclusive of engineering design and/or construction including start-up, testing and commissioning. Post construction tasks such as project operations should not be included in Project Value. Respondents shall reference http://www.bls.gov/data/inflation_calculator.htm to convert prior years’ dollars to 2015 dollars.)
5. Date of construction commencement
6. Date of commencement of commercial operations
7. Governmental Partner Reference (Provide contact name(s), agency, address, phone number, and e-mail address. The governmental partner reference is the governmental entity project manager or other person who you believe is best qualified to answer interview questions.)
8. Description of Project (Provide narrative to describe objective of the project, project size and capacity, and primary treatment processes (i.e., biological active filtration, MF, RO, UV, etc.).
9. Relevancy to the EPWP (Describe how the project is applicable and relevant to the EPWP)
10. Contract Amount, Change Orders (Explain if the project was completed within the original construction contract amount. Describe differences of final contract amount compared to award amount. Identify/ describe cause such as owner- added scope, unforeseen conditions, design related issues, or other circumstances.)

11. Contract Schedule (Explain the project schedule and schedule challenges. Explain reason for actual or projected completion date that differs from original scheduled completion date including approved time extensions.)
12. Permits and Approvals (Describe role played in obtaining permits and approvals for the project. What were key challenges and how were they overcome?)
13. Were small businesses located in the area of the project involved in the project? Provide a general narrative description of small business involvement.

D. OPERATING EXPERIENCE OF THE OPERATOR

Provide a general narrative description of the operating experience of the Operator, noting the number and size of projects under operations, the Operator's geographic focus and sector focus, and other factors deemed relevant by the P3 Coordinator. Include a table of projects to the extent relevant.

The Respondent shall identify up to four (4) operational reference projects operated by the Operator. These operational reference projects shall demonstrate the Operator's expert knowledge and experience in successfully operating major infrastructure projects serving public-sector counterparties. The operational reference projects must be in the water/wastewater sector.

For each operational reference project, the Respondent shall provide the following information:

1. Project name
2. Project location
3. Public entity (offtaker) receiving project services
4. Facility type and capacity
5. Project value, if known ("**Project Value**" represents the individual project cost in 2015 US dollars, inclusive of engineering design and/or construction including start-up, testing and commissioning. Post construction tasks such as project operations should not be included in Project Value. Respondents shall reference http://www.bls.gov/data/inflation_calculator.htm to convert prior years' dollars to 2015 dollars.)
6. Date of commencement of commercial operations
7. Governmental Partner Reference (Provide contact name(s), agency, address, phone number, and e-mail address. The governmental partner reference is the governmental entity project manager or other person who you believe is best qualified to answer interview questions.)
8. Description of Project (Provide narrative to describe objective of the project, project size and capacity, and primary treatment processes (i.e., biological active filtration, MF, RO, UV, etc.).

9. Relevancy to the EPWP (Describe how the project is applicable and relevant to the EPWP)
10. Description of Operations (Provide narrative to describe project operations. Provide a general description of the principal commercial terms of the O&M agreement)
11. Describe the way in which project operations reduced lifecycle costs in comparison to a public-sector operations. If an independent value-for-money analysis was developed, identify the entity preparing such analysis and summarize its principal findings and conclusions.
12. What were the biggest challenges of the P3 reference project? How were these challenges overcome?

E. FINANCING EXPERIENCE OF THE FINANCE PROVIDER

Provide a general narrative description of the project financing and/or P3 financing experience of the Finance Provider, noting the number and size of projects undertaken and/or completed, the Finance Provider's geographic focus and sector focus, and other factors deemed relevant by the P3 Coordinator. Include a table of projects to the extent relevant.

The Respondent shall identify up to four (4) financing reference projects funded by the Finance Provider. These financing reference projects shall demonstrate the Finance Provider's expert knowledge and experience in successfully bringing major infrastructure projects serving public-sector counterparties to financial closing. The District is specifically interested in financing reference projects in the water/wastewater sector. No more than two (2) of the financing reference projects may be in other sectors.

For each financing reference project, the Respondent shall provide the following information:

1. Project name
2. Project location
3. Public entity (offtaker) receiving project services
4. Facility type and capacity
5. Project value ("**Project Value**" represents the individual project cost in 2015 US dollars, inclusive of engineering design and/or construction including start-up, testing and commissioning. Post construction tasks such as project operations should not be included in Project Value. Respondents shall reference http://www.bls.gov/data/inflation_calculator.htm to convert prior years' dollars to 2015 dollars.)
6. Date of financial closing
7. Governmental Partner Reference (Provide contact name(s), agency, address, phone number, and e-mail address. The governmental partner reference is the governmental entity project manager or other person who you believe is best qualified to answer interview questions.)

8. Description of Project (Provide narrative to describe objective of the project, project size and capacity, and primary treatment processes (i.e., biological active filtration, MF, RO, UV, etc.).
9. Relevancy to the EPWP (Describe how the project is applicable and relevant to the EPWP)
10. Capital structure (Describe the project's capital structure, identifying the debt/equity ratio, types of debt instruments, debt credit rating, equity target rate of return, and other relevant factors)
11. Equity investor (Identify the equity investor or investor(s) in the project)
12. Lenders (identify the lender or lender(s) to the project and principal financing terms and conditions)
13. What were the biggest challenges of the financing reference project? How were these challenges overcome?

–End of Part III–

PART IV: KEY PERSONNEL EXPERIENCE

A. KEY PERSONNEL

The District considers the following to be the key roles to be played by individuals in the P3 Team, and the individuals so assigned to be the Key Personnel. Indicate if any one person is proposed to carry more than one title. Indicate if any role is to be provided by more than one person, and, if so, provide resumes for each.

1. Project Manager (having overall responsibilities for the P3 Coordinator)
2. Principal Engineer (Engineer of Record, having primary responsibilities for Design Work under the P3 Contract and supporting agreements)
3. Construction Manager (having primary responsibility for construction)
4. Operations Manager (having primary responsibility for operations)
5. Financial Manager (having primary responsibility for financing)

While the District has not established a page limit for responses to this section, the District is interested in receiving a brief and well-organized response.

B. KEY PERSONNEL MATRIX

The Respondent shall provide a matrix similar to Table 1 below to identify and summarize the experience of all Key Personnel proposed to be assigned to the P3 Project. The matrix should indicate if any one person is proposed to carry more than one title, or if any role is to be provided by more than one person.

Table 1 – Summary Key Personnel Experience and Assigned Project Responsibility

Key Personnel	Project Experience in Years			Indicate roles and responsibilities for Key Personnel assigned to the P3 Project in the space below	Indicate percent of time Key Personnel is assigned to the P3 Project in the space below
	Professional Experience	Water, Wastewater, Advanced Recycled Water Treatment Projects	P3 Projects		
Name Title Firm Name Location/address					
Ditto					
Ditto					

C. ROLE OF KEY PERSONNEL IN REFERENCE PROJECTS

The Respondent shall provide a table similar to Table 2 below to identify the role of the Key Personnel identified in the Key Personnel Matrix in the reference projects identified in Part V.

Table 2 – Role of Key Personnel in Reference Projects

Key Personnel	Reference Project	Role
Name	Name	

D. REFERENCES

The Respondent shall provide references for each of the Key Personnel identified in the Key Personnel Matrix.

E. RESUMES

The Respondent shall provide resumes (limited to three pages each) of the Key Personnel identified in the Key Personnel Matrix. The District prefers references from governmental entities in the water/wastewater sector.

F. PROPOSED TEAM INTACT

The District considers the Key Personnel material to the success of the P3 Project. Pre-qualified P3 Entities will be required to retain the Key Personnel proposed as part of this RFQ process on their Proposals. Should any changes to Key Personnel be required, the Respondent will be required to resubmit all applicable qualification documents and will be subject to a revised qualification score.

–End of Part IV–

PART V: FINANCIAL INFORMATION

A. REPORTING ENTITIES

The Respondent shall provide financial information for each of the following entities in the P3 Team (such entities, the “**Reporting Entities**”)

- The P3 Entity
- The P3 Coordinator
- The General Contractor
- The Principal Engineering Firm
- Other Design Firms (if any)
- The Operator
- The Finance Provider
- The Guarantor (if any)

B. FINANCIAL INFORMATION

The Respondent shall provide and attach the following in a sealed envelope attached only to the Original SOQ submittal:

1. A copy of each Reporting Entity’s most recent Dunn and Bradstreet report. If such report is not available, please provide a statement to that effect in your response.
2. A copy of each Reporting Entity’s most recent long-term issuer credit rating report from Fitch, Moody’s and/or S&P. If such report is not available, please provide a statement to that effect in your response.
3. A copy of each Reporting Entity’s most recent audited financial statements for the past three (3) fiscal years (U.S. GAAP basis), including the balance sheet, income statement, statement of cash flows, and notes to the financial statements.

C. FINANCIAL CAPABILITY EVALUATION TEMPLATE

The Respondent shall download and fill in the Financial Capability Evaluation Template for each Reporting Entity. An electronic copy of this Template is posted on the District web site (<http://www.valleywater.org/Design-Build.aspx>). The hard copy of the Financial Capability Evaluation Template on the following page is included for reference only.

Financial Capability Evaluation Template
Santa Clara Valley Water District

Reporting Entity Name: _____

Instructions: Using the company's audited financial statements stated in U.S. GAAP basis, enter the data requirements in columns E through G. The ratios will be computed automatically based on the data provided. Sample data and ratio calculation are provided below to demonstrate the calculation methodology.

Most Recently Completed Reporting Year

12/31/2012 12/31/2013 12/31/2014

Criteria Input Data (\$thousands) 12/31/2012 12/31/2013 12/31/2014 12/31/2012 12/31/2013 12/31/2014 12/31/2014 Ratio Computation Max Score General Comments

Criteria	Input Data	(\$thousands)	12/31/2012	12/31/2013	12/31/2014	12/31/2012	12/31/2013	12/31/2014	12/31/2014	Ratio Computation	Max Score	General Comments	
a PROFITABILITY AND GROWTH											3		
a.1 Year-over-Year Revenue Growth	Total Revenue		100	200	300					NA	100%	50%	
a.2 Year-over-Year Net Income Growth	Net Income		50	100	150					NA	100%	50%	A consistent trend of maintaining a level or increasing ratio value is viewed as a positive factor
a.3 Return on Revenue	Income Growth (yr n - yr n-1)/Net Income (yr n-1)		NA	NA	NA					50%	50%	50%	
a.4 Return on Total Assets	Net Income/Total Revenues		75	100	125					0.75	1.00	1.25	
	Earnings before interest & taxes (EBIT)		100	100	100								
	EBIT/Total Assets												

Criteria	Input Data	(\$thousands)	12/31/2012	12/31/2013	12/31/2014	12/31/2012	12/31/2013	12/31/2014	12/31/2014	Ratio Computation	Max Score	General Comments	
b SOLVENCY											7		
b.1 Total NetWorth	Total Liabilities		75	75	75					25.00	25.00	25.00	
b.2 Debt Service Coverage Ratio	Net Operating Income		75	100	125								A consistent trend of maintaining a level or increasing ratio value is viewed as a positive factor
	Total Debt Service (principal & interest)		10	10	10					7.50	10.00	12.50	
b.3 Current Ratio	Current Assets		50	50	50								
	Current Liabilities		50	50	50					1.00	1.00	1.00	
b.4 Debt to Equity	Total Debt (short term + long term debt outstanding)		25	25	25								A consistent trend of maintaining a low value or decreasing ratio value is viewed as a positive factor
	Total Equity		100	100	100					0.25	0.25	0.25	
	Total Debt/Total Equity												

Criteria	Input Data	(\$thousands)	12/31/2012	12/31/2013	12/31/2014	12/31/2012	12/31/2013	12/31/2014	12/31/2014	Ratio Computation	Max Score	General Comments	
c FINANCIAL EFFICIENCY											3		
c.1 Total Assets Turnover	Revenues/Total Assets		NA	NA	NA					1.00	2.00	3.00	A consistent trend of maintaining a level or increasing ratio value is viewed as a positive factor
c.2 Return on Investment	Net Income/(Long Term Debt + Total Equity)		25	25	25					1.00	2.00	3.00	

Criteria	Input Data	(\$thousands)	12/31/2012	12/31/2013	12/31/2014	12/31/2012	12/31/2013	12/31/2014	12/31/2014	Ratio Computation	Max Score	General Comments	
d BOND, CREDIT, AND OTHER RATINGS											7		
	Dunn & Bradstreet Rating												
	Fitch Credit Rating (long-term issuer credit rating)												
	Moody's Credit Rating (long-term issuer credit rating)												
	S&P Credit Rating (long-term issuer credit rating)												
	Other rating [please describe the rating]												

Total Score 20

-End of Part V-

PART VI: OTHER QUESTIONS

This Part VI is for informational purposes and to assist the District in further developing the P3 Delivery Method and RFP. There is no evaluative scoring value for this part. While the District has not established a page limit for responses to this section, the District is interested in receiving a brief and well-organized response.

A. REVIEW OF SUMMARY TERMS

Section 3.1 sets forth certain summary terms for the P3 Delivery Method. These terms may be revised as the P3 Term Sheet is developed prior to issuance of the RFP. The District is additionally interested in encouraging innovation and creativity among P3 Respondents, and using the expertise and experience of the P3 Respondents to contribute to the development of terms for Stage One and Stage Two. For these reasons, Respondents should consider these terms only as generally representative of the relationship the District intends to establish with the P3 Entity.

Provide a general narrative description of how the P3 Team will undertake its responsibilities during Stage One. Does the Respondent consider the allocation of responsibilities between the P3 Entity and the District to be appropriate, given the objectives of the District? What changes, if any, would the Respondent propose to the outline terms for Stage One?

Provide a general narrative description of how the P3 Team will undertake its responsibilities during Stage Two. Does the Respondent consider the allocation of responsibilities between the P3 Entity and the District to be appropriate, given the objectives of the District? What changes, if any, would the Respondent propose to the outline terms for Stage Two?

B. CONFORMANCE OF P3 CONTRACT WITH PRIVATE USE RESTRICTIONS

Section 3.2 provides a general discussion of private use considerations as defined under the Internal Revenue Code, and identifies the safe-harbor requirements for service contracts (as described in Revenue Procedure 97-13, as amended and amplified) as a potential constraint on terms for the P3 Contract.

1. Is the Respondent familiar with the above-described safe harbor requirements for service contract?
2. Has the Respondent implemented P3 projects that are compliant with these safe harbor constraints?
3. Does the Respondent believe it would be able to structure a P3 Contract for the P3 Project in compliance with safe harbor provisions, while still meeting its commercial requirements?
4. The Respondent is invited to submit any other ideas they may have to deal with the private activity restrictions in addition to those set forth in Section 3.2.

C. COMPONENTS OF THE EPWP

Section 2.2 provides a description of the EPWP and its various components including but not limited to the SVAWPC Expansion Project and the Purified Water Pipeline Project. Which of

these components are of interest to the Respondent? How does the Respondent believe the District will be best served with regards to including specific components of the EPWP in the District's definition of the P3 Project?

D. LABOR RELATIONS

Section 3.3 provided notice that the District is exploring the possibility of implementing a Project Labor Agreement for the EPWP. Does the Respondent believe that a Project Labor Agreement would significantly impact the P3 Entity's ability to perform its roles and responsibilities with regards to the P3 Project? Does the Respondent believe that a Project Labor Agreement in the context of a P3 Delivery Method is in the District's best interests?

–End of Part VI–

APPENDIX 1: PROPOSER FORM

CERTIFICATION:

The undersigned is/are a legally authorized representative(s) of the Respondent, and hereby declare that I am/ we are submitting this Statement of Qualifications; I am/we are duly authorized to sign this Statement of Qualifications on behalf of the above named firm; and I/we have read all the answers herein and know all of their contents and that all information set forth in this Statement of Qualifications and all attachments hereto are, to the best of my/our knowledge, true, accurate and complete as of its submission date.

The undersigned acknowledges receipt of the RFQ and the following addenda:

Addenda No.	Date
_____	_____
_____	_____
_____	_____

The undersigned certifies and declares under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this declaration was executed in _____ County, California, on _____ (Date).

RESPONDENT SIGNATURE(S):

No Statement of Qualifications shall be accepted which has not been signed in ink in the appropriate space below:

1. If Respondent is an **INDIVIDUAL**, sign here (include a notarized affidavit attesting to the authenticity of said signature):

Signature: _____ Date: _____

Proposer's Typed Name and Title: _____

2. If Respondent is a **PARTNERSHIP** or **JOINT VENTURE**, all general Partners or members shall sign here (include a notarized affidavit attesting to the authenticity of said signatures):

Partnership/JV Name (type or print)

Signature: _____ Date: _____

Member/Partner of the Partnership

Member/Partner's Typed Name and Title: _____

Signature: _____ Date: _____

Member/Partner of the Partnership

Member/Partner's Typed Name and Title: _____

3. If Respondent is a **CORPORATION**, the duly authorized officer (s) shall sign as follows:

The undersigned certify that they are respectively:

_____ and _____

Title

Title

of the corporation named below; that they are designated to sign this Proposer Form by resolution (*attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization*) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION:

Corporation Name (type or print)

By: _____ Date: _____

Title: _____

By: _____ Date: _____

Title: _____

4. If Respondent is an **OTHER legal entity**, an authorized representative of the entity shall sign here (include a notarized affidavit attesting to the authenticity of said signatures):

Entity Name: _____

By: _____ Date: _____

Title: _____

- End of Appendix 1 -

APPENDIX 2: DISCLOSURE QUESTIONS

SECTION 2.1

1. Does the General Contractor possess a valid and current California contractor's license for the P3 Project for which the Respondent intends to submit a proposal?
 Yes No

2. Refer to the Section 7.3 of this RFQ regarding insurance requirements for the P3 Project. Is the Respondent able to obtain (or has) insurance in the limits stated in Attachment C?
 Yes No

3. Does the General Contractor and each proposed subcontractor have current workers' compensation insurance coverage as required by the Labor Code or are legally self-insured pursuant to Labor Code section 3700 et. seq.?
 Yes No

4. Has the financial information required in PART V (Financial Information) been provided?
 Yes No

5. Has any contractor license held by the General Contractor or any of the proposed P3 Team members been revoked or suspended without a successful appeal for reinstatement, within the last five (5) years (immediately before the issuance of this RFQ)?
 Yes No

6. Within the last five (5) year (immediately before the issuance of this RFQ), has a surety firm completed a contract or paid for completion of a contract on behalf of the General Contractor or any member of the P3 Team?
 Yes No

7. At the time of submitting this SOQ, is the General Contractor or any member of the P3 Team ineligible to bid on or be awarded a public works contract with the District or any other public agency, for any reason, including as a result of a voluntary settlement agreement?
 Yes No

8. At the time of submitting this SOQ, is the General Contractor or any member of the P3 Team ineligible to bid on or be awarded a public works contract pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

Yes No

9. At any time during the last five (5) years (immediately before the issuance of this RFQ), has the General Contractor or any member of the P3 Team or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

Yes No

10. Has any professional license, credential or registration held by any architect who will provide design services been revoked or suspended at any time in the last five years (immediately before the issuance of this RFQ)?

Yes No

11. Has any professional license, credential or registration held by any Engineer who will provide services been revoked or suspended at any time in the last five years (immediately before the issuance of this RFQ)?

Yes No

12. Do all architects and engineers of record who are expected to work on the Project possess current California professional licenses for the services which they intend to provide?

Yes No

13. Does the Respondent hereby agree that the contractors at every tier will use a “skilled and trained workforce” to perform all work on the P3 Project that falls within an “apprenticeable occupation” in the building and construction trades, or has the Respondent attached hereto evidence that the P3 Entity has entered into a project labor agreement incorporating such requirements, as required by PCC 22164(c)?

Yes, the P3 Entity will use a “skilled and trained workforce”

Yes, the P3 Entity has entered into a project labor agreement (include such evidence in this Appendix 2)

No

14. Has the Principal Engineering Firm that will design the P3 Project, within the last 15 years before issuance of this RFQ, completed the design of at least three (3) water, wastewater, or advanced recycled water treatment plant projects (new or retrofit) in the United States with final construction costs of at least \$30 million (in 2015 dollars)?

Yes No

State the name of the projects below

15. Has the General Contractor that will construct the P3 Project, within the last 15 years before issuance of this RFQ, completed the construction of at least three (3) water, wastewater, or advanced recycled water treatment plant projects (new or retrofit) in the United States with final construction costs of at least \$30 million (in 2015 dollars)?

Yes No

State the name of the projects below

16. Experience Modification Rate (EMR)

A. EMR Rate for the General Contractor that has performed work in California:

List the General Contractor's EMR (California workers' compensation insurance) for each of the past three premium years; calculate the three-year average:

	Year	LIST EMR
Most recent available year		
Previous year		
Year prior to previous year		
Three-year average EMR:		

B. EMR Rate for the General Contractor that has not performed work in California:

If your General Contractor has not performed work in California during at least the three most recent years, you must list below your General Contractor's Interstate Experience Modification Rate for each of the past three premium years; calculate the three-year average. You must also attach to this submittal documentation clearly showing an Interstate Experience Modification Rate for each of the past three premium years.

Note: Leave the following table empty if you have performed work in California during the three most recent years.

	Year	LIST Interstate EMR
Most recent available year		
Previous year		
Year prior to previous year		
Three-year average EMR:		

17. List the General Contractor's total recordable injury/illness rate for each of the past three premium years, and include the applicable statistical standard for that year of the appropriate category; calculate the three-year average.

	Year	Average total recordable injury/illnesses	Applicable statistical standard for that year	Applicable business category (describe category)
Most recent available year				
Previous year				
Year prior to previous year				
Three-year average:				

18. List the General Contractor's lost work rate for each of the past three premium years, and include the applicable statistical standard for that year of the appropriate category; calculate the three-year average.

	Year	Lost work rate	Applicable statistical standard for that year	Applicable business category (describe category)
Most recent available year				

Previous year				
Year prior to previous year				
Three-year average:				

19. Is the General Contractor a party to an alternative dispute resolution system as provided for in Section 3201.5 of the Labor Code?

Yes No

If "yes," attach a separate page describing how your firm is a party to an alternative dispute resolution system.

SECTION 2.2

A. QUESTIONS FOR THE GENERAL CONTRACTOR

Provide the following information about the General Contractor that will construct the P3 Project. If the General Contractor is itself the Respondent, then provide all information requested as it relates to the Respondent itself.

Name of General Contractor: _____

A-1. How many years has the General Contractor been licensed in California under their present business name and license number?

10 years or more 8 to 9 years 6 to 7 years 5 years or less

A-2. Is the General Contractor currently the debtor in a bankruptcy case?

Yes No

If "yes," provide a letter of explanation and attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

A-3. Was the General Contractor in bankruptcy at any time during the last five (5) years (immediately before the issuance of this RFQ)?

Note: This question refers *only* to a bankruptcy action that was *not* described in answer to question A-2, above.

Yes No

If "yes," provide a letter of explanation and attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

A-4. At any time in the last five (5) years (immediately before the issuance of this RFQ) has the General Contractor been assessed and paid liquidated damages of more than \$50,000 on a construction contract with either a public or private owner?

Yes No

If “yes,” explain on a separate page. Identify all such projects by owner, owner’s address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

A-5. Has the General Contractor ever defaulted on a construction contract?

Yes No

If “yes,” explain on a separate page.

A-6. In the last five (5) years (immediately before the issuance of this RFQ) has the General Contractor been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

Yes No

If “yes,” explain on a separate page. State the name of the organization debarred, the name of the person within your firm who was associated with that organization, the year of the event, the owner of the project, and the basis for the action.

NOTE: The following two questions refer only to disputes between contractors and owners of projects. You need not include information about disputes with suppliers, other contractors, or subcontractors. You need not include information about “pass-through” disputes in which the actual dispute is between a subcontractor and a project owner.

A-7. In the past five (5) years (immediately before the issuance of this RFQ) has any claim, dispute or lawsuit in excess of \$50,000 been **filed in court or arbitration against** the General Contractor concerning their work on a construction project?

Yes No

If “yes,” on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

A-8. In the past five (5) years (immediately before the issuance of this RFQ) has the General Contractor made any claim, dispute or lawsuit in excess of \$50,000 against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

Yes No

If “yes,” on a separate page identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description

of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

- A-9. At the time of submitting this SOQ, does the General Contractor or any first- or second-tier subcontractor or supplier anticipated to be utilized on the P3 Project by the General Contractor currently have an unresolved Stop Notice filed on any District or other public agency projects?

- No
- Yes, one unresolved Stop Notice
- Yes, two or more unresolved Stop Notices

If "yes," explain on a separate page. Identify the year of the event, the owner, the project and the detailed explanation for the stop notice.

- A-10. In the last five (5) years (immediately before the issuance of this RFQ) has any insurance carrier, or any form of insurance, refused to renew the insurance policy for the General Contractor due to non-payment or contractor losses?

- Yes No

If "yes," on a separate page provide the name of the insured, name the insurance carrier, the form of insurance and the year of the refusal.

- A-11. During the last five (5) years (immediately before the issuance of this RFQ), has the General Contractor ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

- Yes No

If yes, provide details on a separate page indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

- A-12. Has the General Contractor ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any private or public agency or entity?

- Yes No

If "yes," explain on a separate page, including identifying who was found liable or guilty, the court and case number, the name of the public entity, the civil or criminal verdict, the date and the basis for the finding.

- A-13. Has the General Contractor **ever** been convicted of a crime involving any federal, state, or local law related to construction?

- Yes No

If "yes," explain on a separate page, including identifying who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.

A-14. Has the General Contractor ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes No

If "yes," identify on a separate page the person or persons convicted, the year, the court (the county if a state court; the district or location of the federal court), the case number, the crimes, and the grounds for conviction.

A-15. Has CAL OSHA or any other state OSHA agency cited and assessed penalties against the General Contractor for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five (5) years?

NOTE: If General Contractor has filed an appeal of a citation, and the state's Occupational Safety and Health Appeals Board has not yet ruled on the appeal, General Contractor need not include information about it.

Yes No

If "yes," attached a separate page describing all citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, and the amount of penalty paid, if any. If any citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

A-16. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against the General Contractor in the past five (5) years (immediately before the issuance of this RFQ)?

NOTE: If General Contractor has filed an appeal of a citation and the Appeals Board has not yet ruled on the appeal, or if there is a court appeal pending, General Contractor need not include information about the citation.

Yes No

If "yes," on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

A-17. Has the EPA, any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either the General Contractor or the owner of a project on which the preceding parties were performing on a contract in the past five (5) years?

NOTE: If an appeal of a citation has been filed and the Appeals Board has not yet ruled on the appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If "yes," on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

A-18. Does the General Contractor require documented safety meetings to be held for construction employees and field supervisors during the course of a project? (*select one*)

- Yes, at least once a week
- Yes, every two weeks
- Yes, less than every two weeks

A-19. Within the last five (5) years (immediately before the issuance of this RFQ) has there ever been a period when the General Contractor had employees but was without workers' compensation insurance or state-approved self-insurance?

- Yes
- No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate page.

A-20. In the past five (5) years (immediately before the issuance of this RFQ) has the General Contractor been assessed any penalties and/or liquidated damages in excess of \$15,000 due to the failure to pay prevailing wage or failure to submit Certified Payroll Reports?

- No
- Yes, one penalty has been assessed
- Yes, two or more penalties have been assessed

If "yes," explain on a separate page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

A-21. If the General Contractor operates its own State-approved apprenticeship program, provide the following information on a separate page and insert in this Appendix 2:

- (a) Identify the craft or crafts in which you provided apprenticeship training in the past year.
- (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
- (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

A-22. At any time during the last five years (immediately before the issuance of this RFQ), has the General Contractor been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

Yes No

If "yes," provide the date of the findings and attach a copy of the final decision.

B. QUESTIONS FOR THE PRINCIPAL ENGINEERING FIRM

Provide the following information about the Principal Engineering Firm ("Firm") that will design the P3 Project. If the Principal Engineering Firm is itself the Respondent, then provide all information requested as it relates to the Respondent itself.

Name of Principal Engineering Firm: _____

Name of Principal Engineer: _____

B-1. How many years has the Principal Engineer been licensed and practicing in California?

10 years or more 8 to 9 years 6 to 7 years 5 years or less

B-2. Is the Principal Engineering Firm currently the debtor in a bankruptcy case?

Yes No

If "yes," provide a letter of explanation and attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

B-3. Was the Principal Engineering Firm in bankruptcy at any time during the last five (5) years (immediately before the issuance of this RFQ)?

Note: This question refers *only* to a bankruptcy action that was *not* described in answer to question B-2, above.

Yes No

If "yes," provide a letter of explanation and attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

B-4. In the last five (5) years (immediately before the issuance of this RFQ) has the Principal Engineer or the Principal Engineering Firm been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

Yes No

If "yes," explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

- B-5. In the past five (5) years (immediately before the issuance of this RFQ) has any claim, dispute or lawsuit in excess of \$50,000 been **filed in court or arbitration against** the Principal Engineer or the Principal Engineering Firm concerning its design work on a construction project?

Yes No

If "yes," on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

- B-6. In the past five (5) years (immediately before the issuance of this RFQ) has the Principal Engineer or the Principal Engineering Firm made any claim, dispute or lawsuit in excess of \$50,000 against a project owner concerning its design work on a project or payment for a contract and **filed that claim in court or arbitration**?

Yes No

If "yes," on a separate page identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

- B-7. In the last five (5) years (immediately before the issuance of this RFQ) has any insurance carrier, or any form of insurance, refused to renew the insurance policy for the Principal Engineer or the Principal Engineering Firm, based on non-payment or losses?

Yes No

If "yes," on a separate page provide the name of the insured, name the insurance carrier, the form of insurance and the year of the refusal.

- B-8. Within the last five (5) years (immediately before the issuance of this RFQ) has there ever been a period when the Principal Engineering Firm had employees but was without workers' compensation insurance or state-approved self-insurance?

Yes No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate page.

- B-9. Has the Principal Engineer or the Principal Engineering Firm ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any private or public agency or entity?

Yes No

If "yes," explain on a separate page, including identifying who was found liable or guilty, the court and case number, the name of the public entity, the civil or criminal verdict, the date and the basis for the finding.

B-10. Has the Principal Engineer or the Principal Engineering Firm **ever** been convicted of a crime involving any federal, state, or local law related to design?

Yes No

If “yes,” explain on a separate page, including identifying who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.

B-11. Has the Principal Engineer or the Principal Engineering Firm **ever** been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes No

If “yes,” identify on a separate page the person or persons convicted, the year, the court (the county if a state court; the district or location of the federal court), the case number, the crimes, and the grounds for conviction.

B-12. Has the California Department of Consumer Affairs, or an equivalent agency in any other state, taken any disciplinary action against the Principal Engineer?

Yes No

If “yes,” please explain on a separate page.

– End of Appendix 2 –