

***Request for Proposals***  
***Design Services***  
**Advanced Water Purification Project**

Issued 8/15/2023  
Project No. 96945



# Contents

<b>Section 1. Background</b> .....	<b>1</b>
1.1 Introduction .....	1
1.2 RFP Organization .....	1
1.3 Document Library.....	2
1.4 Project Design Objectives.....	2
<b>Section 2. Project Overview</b> .....	<b>3</b>
2.1 General Background Information.....	3
2.2 Advanced Water Purification Facility .....	4
2.3 Project Funding .....	9
2.4 DBE Requirements .....	9
<b>Section 3. General Scope of Services</b> .....	<b>10</b>
<b>Section 4. Procurement Process</b> .....	<b>12</b>
4.1 Acknowledgement of RFP and Proposer Representative .....	12
4.2 Questions and Responses Regarding the RFP .....	12
4.3 Communications with City Contact.....	12
4.4 Procurement Schedule.....	13
<b>Section 5. Proposal Submittal Requirements</b> .....	<b>14</b>
5.1 Submittal Place and Deadline .....	14
5.2 Submittal Format .....	14
5.3 Submittal Content .....	14
5.3.1 Transmittal Letter.....	15
5.3.2 Part 1 - Executive Summary .....	15
5.3.3 Part 2 - Proposer Firm Profile.....	15
5.3.4 Part 3 - Project Team.....	17
5.3.5 Part 4 - Project Experience.....	18
5.3.6 Part 5 - Project Approach .....	19
5.3.7 Part 6 - Detailed Scope of Services, Level of Effort, and Schedule .....	19
5.3.8 Appendix A (Administrative and Technical Proposal Forms).....	20

5.3.9 Appendix B (Resumes) .....	20
<b>Section 6. Proposal Evaluation and Selection .....</b>	<b>21</b>
6.1 General .....	21
6.2 Responsiveness .....	21
6.3 Evaluation Criteria .....	21
6.4 Shortlisting and Interview .....	22
6.5 Selection and Negotiation .....	22
<b>Section 7. Miscellaneous .....</b>	<b>23</b>
7.1 City Authority .....	23
7.2 Ineligible Firms and Individuals .....	23
7.3 Conflict of Interest and Contribution Disclosure Requirements .....	23
7.3.1 Conflict of Interest Policy .....	23
7.3.2 Disclosure Requirements .....	24
7.4 Public Records .....	24
7.5 Reserved Rights .....	25
7.6 Obligation to Keep Project Team Intact .....	26
7.7 Protests .....	26
7.7.1 Applicability and Process .....	26
7.7.2 Required Early Communication Regarding Protests .....	26
7.7.3 Protest Deadlines .....	26
7.7.4 Content of Protest .....	27
7.7.5 Filing of Protest .....	27
7.7.6 Comments from Other Proposers .....	27
7.7.7 Burden of Proof .....	28
7.7.8 Decision on the Protest .....	28
7.7.9 Protester’s Payment of Costs .....	28
7.7.10 Sole Remedy .....	28
7.8 Debriefings .....	29
7.9 Indemnity .....	29
7.10 California Prevailing Wage Requirements .....	29
<b>Attachment A Administrative and Technical Proposal Forms .....</b>	<b>30</b>

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<b>Attachment B AWP Technical Requirements for Groundwater Replenishment Reuse Project .....</b>	<b>34</b>
<b>Attachment C VWP Vision Framework .....</b>	<b>35</b>

## Section 1. Background

### 1.1 Introduction

This Request for Proposals (RFP) for the VenturaWaterPure (VWP) Advanced Water Purification Facility (AWPF) (Project) invites the submittal of Proposals for design services from qualified firms (Proposers). Proposals shall follow the requirements set forth herein, including the format and content guidelines described in Section 5. The Proposals will be reviewed and evaluated using the selection process described in Section 6.

***Proposers should immediately familiarize themselves with the requirements described in Section 4.***

Sections 2 and 3 of this RFP provide an overview of the Project and the general scope of services. It is the City of San Buenaventura's (City's) intention to use the Construction Manager at Risk (CMAR) project delivery method for this project, thus the Proposals should reflect the collaborative process between designer and CMAR contractor (CMAR Firm) inherent in the CMAR approach. The solicitation for the CMAR Firm will occur during the development of the Basis of Design Report (see Section 3), with the award for the CMAR Preconstruction Phase services coinciding with the commencement of the 30 percent design effort. The City intends to award the construction amendment to the CMAR Firm based on an open-book-derived Guaranteed Maximum Price (GMP) when the design reaches approximately 60 percent design completion.

**This RFP is subject to revision after the date of issuance via written addenda.** Any such addenda will be transmitted to potential Proposers that have provided notice to the City under Section 4.1. **It is each Proposer's responsibility to obtain all RFP addenda and submit signed acknowledgements prior to submitting its Proposal.**

In no event will the City be liable for any costs incurred by any Proposer or any other party in developing or submitting a Proposal.

### 1.2 RFP Organization

This RFP consists of seven Sections and several Attachments:

- Section 1: Background.
- Section 2: Project Overview.
- Section 3: General Scope of Services.
- Section 4: Procurement Process.
- Section 5: Proposal Submittal Requirements.
- Section 6: Proposal Evaluation and Selection.
- Section 7: Miscellaneous.

- Attachment A: Administrative and Technical Proposal Forms.
- Attachment B: AWPf Technical Requirements for Groundwater Replenishment Reuse Project.
- Attachment C: VWP Vision Framework.

### 1.3 Document Library

Documents relevant to the Project will be available to provide further information for the preparation of Proposals. Recipients of this RFP can access the Document Library via the link below. The City has attempted to provide the most relevant and accurate information. However, there may be additional information not provided. If a potential Proposer submits a request for additional relevant information that is readily available to the City, the City will obtain such information and post it in the Document Library and will notify the Proposers of its availability.

#### [AWPF RFP Document Library](#)

The City is providing the documents within the Document Library solely for the purpose of obtaining Proposals for the Project and does not confer a license or grant for any other use.

### 1.4 Project Design Objectives

The City wishes to engage a Design Engineer that will provide services for the Project in accordance with the following objectives:

- **Quality:** Deliver a high-quality Project possessing the ability to meet all permitting requirements while incorporating durability, robustness, and consistent operational reliability.
- **Cost Effectiveness:** Develop a Project that can be constructed, operated, and maintained in a cost-effective manner.
- **Operability:** Incorporate City operability and maintenance considerations into the Project design.
- **Expandability:** Provide for ability for future expansion of the Project as more tertiary water is made available.
- **Direct Potable Reuse (DPR) Considerations:** Provide for the ability to incorporate DPR treatment processes in the future.
- **Compatibility with the VWP Vision Framework:** Design a Project that is compatible with the VWP Vision Framework and serves as a public amenity with educational focuses on water treatment and responsible use of resources, as well as demonstrating an ocean-friendly and coastal ecologies landscape.
- **Collaboration:** Establish and maintain a collaborative environment among the City and Design Engineer as the Project is designed and constructed.

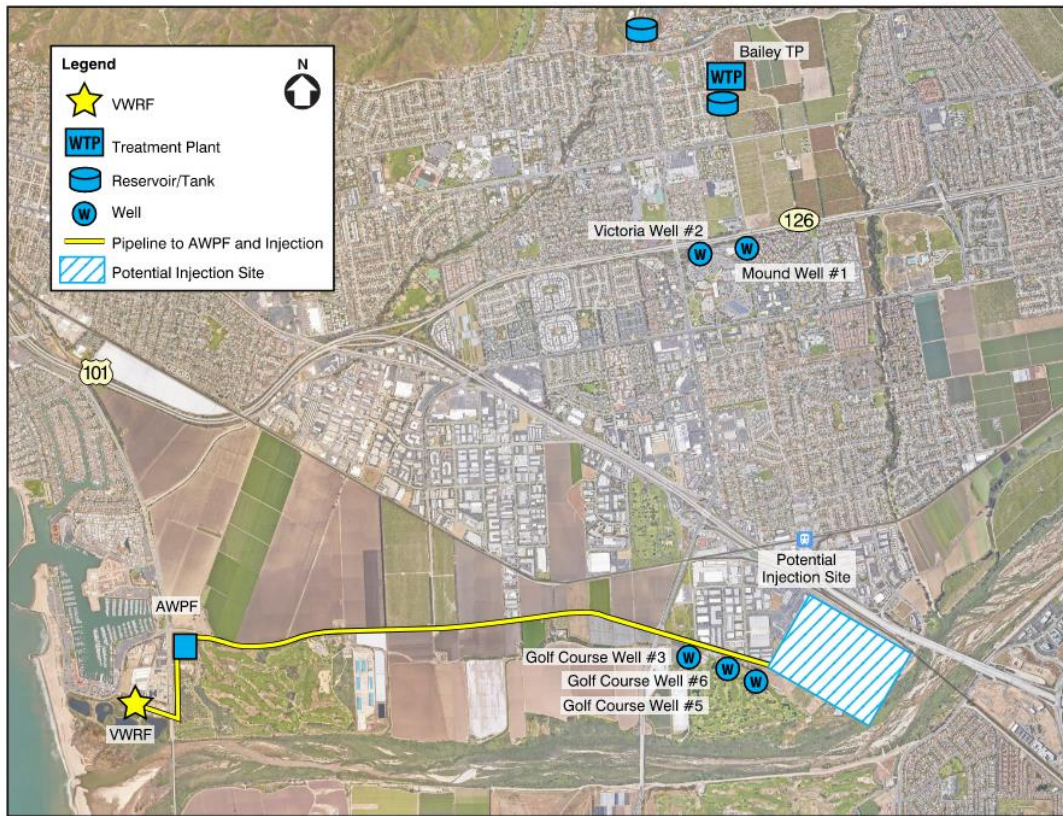
## Section 2. Project Overview

### 2.1 General Background Information

Ventura Water manages the operations of the Ventura Water Reclamation Facility (VWRF), which provides wastewater services to approximately 109,000 residents and businesses within the City limits. The VWRF discharges tertiary treated effluent to the Santa Clara River Estuary (SCRE) permitted under the National Pollutant Discharge Elimination System (NPDES) - Order R4-2020-0024; NPDES No. CA0053651. The VWRF current average annual influent flow is approximately 7.5 million gallons per day (mgd). The City utilizes a small portion (annual average of 0.5 mgd) of recycled water from the VWRF to provide irrigation to nearby parks, medians, and golf courses.

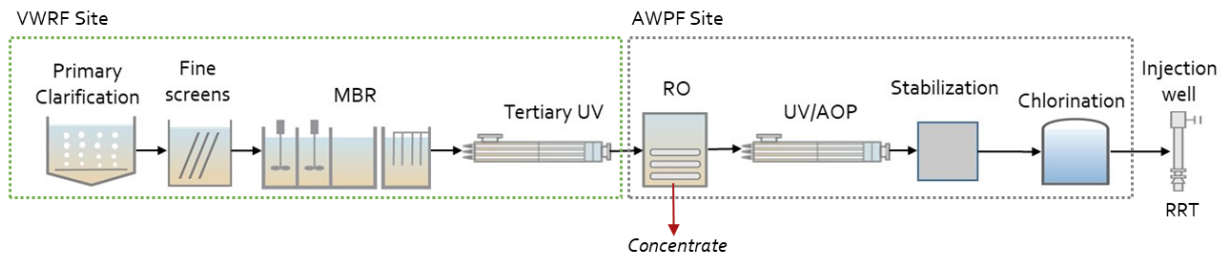
The SCRE is a designated habitat for federally listed endangered species including the California Steelhead, Tidewater Goby, California Least Tern, and Snowy Plover. In 2008, two non-governmental organizations brought administrative challenges and judicial actions related to the issuance of the VWRF's 2008 NPDES permit. Considering their shared commitment to protecting the ecology of the SCRE and its watershed, the City entered into a Tertiary Treated Flows Consent Decree and Stipulated Dismissal, with Heal the Bay and the Wishtoyo Foundation's Ventura Coastkeeper Program, effective March 30, 2012. The Tertiary Treated Flows Consent Decree obligates the City to construct, implement, and operate necessary infrastructure projects to reduce water flow discharges to the SCRE and divert it for beneficial reuse by the end of 2025. Following an alternatives evaluation, the City determined that potable reuse best meets the needs of the community as well as satisfying the requirements of the Consent Decree. The improvements required to meet the Consent Decree, including an AWPf, are collectively termed the VenturaWaterPure (VWP) program. Components of the VWP program already contracted and not included as part of this project include: 1) a new ocean outfall for reverse osmosis concentrate and wet weather VWRF effluent flows, including an outfall pumpstation and effluent equalization, and 2) a new membrane bioreactor and ultraviolet light disinfection system at the VWRF. The City is currently renegotiating the schedule for the Consent Decree and anticipates needing to complete all requirements (including the AWPf) to be fully operational and permitted by the end of 2027.

The initial phase of the VWP's reuse component will consist of the new AWPf, new groundwater injection wells and associated pipelines, pump stations, and appurtenances required to bring tertiary-treated water from VWRF to the AWPf, and purified product water from the AWPf to the well. The general layout of the groundwater augmentation configuration is shown in the figure below. This RFP pertains only to the AWPf and the associated pipelines and pumpstations to deliver the water from the VWRF to the AWPf, return waste streams to the VWRF or outfall, and pump the purified water. The pipeline from the AWPf to the wells and the well components will be designed and constructed under a different contract mechanism.



## 2.2 Advanced Water Purification Facility

As the cornerstone of the VenturaWaterPure program, the AWPF will treat the VWRF tertiary treated discharge. Design efforts are currently underway to upgrade the VWRF from a conventional activated sludge (CAS) system with tertiary media filtration to a membrane bioreactor (MBR) with ultraviolet (UV) disinfection. The new AWPF will take VWRF’s tertiary MBR/UV wastewater effluent and then apply reverse osmosis (RO), ultraviolet advanced oxidation process (UV AOP) with sodium hypochlorite as the oxidant, and stabilization to produce a purified water suitable for injection into the groundwater basin. Free chlorination will be added to the finished water pumpstation/chlorine contact basin (CCB) for additional virus credits and to prevent biofouling in the pipeline to the injection wells. The AWPF product water will be injected into the groundwater basin. See figure below.





As currently envisioned, the AWPf will initially treat up to 4 mgd of VWRf tertiary wastewater effluent, yielding an assumed 3.2 mgd of product water for potable reuse. In anticipation of future expansion of the AWPf, the related infrastructure and tankage shall be initially sized for 6 mgd of VWRf tertiary wastewater effluent with 4.8 mgd of product water. The City is currently considering whether an additional expansion beyond 6 mgd of feed flow would be required. This will be discussed with the selected designer during contract and scope negotiation.

The City is currently completing a draft engineering report for the as-proposed AWPf for groundwater recharge only. The relevant technical information and criteria are included in Attachment B. A summary of the technical criteria is provided in Tables 1 and 2 and on the following page.

Table 1 Indirect Potable Reuse (IPR) Purification Train Pathogen with Anticipated Minimum Pathogen LRV

Target	MBR	Tertiary UV	RO	UV AOP <sup>(3)</sup>	Free Chlorination <sup>(4)</sup>	Groundwater Travel Time of 2 Months <sup>(5)</sup>	Totals
Protozoa	2.5 <sup>(1)</sup>	5.5	1.5 <sup>(2)</sup>	6	-	-	10+
Virus	1 <sup>(1)</sup>	1.5	1.5 <sup>(2)</sup>	6	2+	2	12.5+
Chemical Pollutants	+	-	+	+	-	-	++

Notes:

1. Tier 1 credits listed. Tier 2 credits possible in future with increased sampling.
2. 1.5 log credit for RO based upon online electrical conductivity (EC) measurements from Salveson et al. (2018a). Ventura to utilize both online EC and online total organic carbon (TOC) meters to monitor.
3. UV AOP will be UV with hypochlorite.
4. Chlorine residual to be based on the contact time (CT) required per the Australian WaterVal Validation Protocol Chlorine disinfection requirement guidelines (WaterVal, 2017). At a pH of <7 in RO permeate, temperature of 15 degrees Celsius, 2 log removal value (LRV) can be attained at a CT is anticipated to be 3 milligrams per minute per liter (mg-min/L). No protozoa removal credit is sought. Higher CT can be utilized to obtain up to 5 LRV of virus if needed.
5. Longer groundwater travel times are anticipated. Minimum of 2 months shown here.

Table 2 AWP Design Criteria

Description	Units	Minimum Value	Design (Phase 1a)	Ultimate (Phase 1b)
<b>MBR/UV Tertiary Effluent</b>				
Flow	mgd	2	4	6
Tertiary UV Dose	millijoules per square centimeter (mJ/cm <sup>2</sup> )	84		
Turbidity	Nephelometric turbidity units (NTU)	Not to exceed 0.5 NTU	0.2 Not more than 5% of time in 24-hour period	0.2 Not more than 5% of time in 24-hour period
Total Coliform	most probably number (MPN)/100 milliliters (mL)	Max 23 one sample in 30 days	2.2 median 7 days	2.2 median 7 days
Enterococcus	MPN/100 mL		35 geometric mean	35 geometric mean
Nitrate	milligrams per liter (mg/l)		4 mg/l monthly avg	4 mg/l monthly avg
Ammonia	mg/l		0.42 - 0.61 monthly avg	0.42 - 0.61 monthly avg
<b>RO Trains</b>				
Number of RO Trains				
In service	No.	1	2	3
Reliability	No.	1	1	1
Total	No.	2	3	4
Flows				
Train Flux Rate <sup>(1)</sup>	gallons per square foot per day (gfd)	10	10	10
Recovery	%	80	80	80
<b>UV AOP</b>				
Number of UV Reactors				
In service	No.	1	2	3
Reliability	No.	2	1	1
Total	No.	3	3	4
Influent free chlorine concentration	mg/l		2-4	2-4
Influent UV Transmittance	percent		96	96
Dose	mJ/cm <sup>2</sup>		1,250 based on 1,4 Dioxane removal	1,250 based on 1,4 Dioxane removal
<b>Chlorine Contact Basin/Finished Water Pump Station<sup>(2)</sup></b>				
Baffling Factor			0.7	
CCB Volume	gal	9,519	19,039	28,558
Baffling Factor			0.5	
CCB Volume	gal	13,327	26,655	39,982
Baffling Factor			0.1	
CCB Volume	gal	66,636	133,273	199,909

## Notes:

1. Interstage booster pumps would balance flux between the RO stages.
2. Only one chlorine contact basin will be part of the final design, however various sizes are shown based on the baffling factor selected as the basis of design. The CCB volumes also include assumptions for chlorine residual, pH, and minimum water temperature.

The site for the AWPf is located on the east side of Harbor Boulevard opposite the VWRf (see below). The City has purchased this land and the VWP Environmental Impact Report was adopted in 2019. Permitting activities related to siting the AWPf at this location are currently being implemented by the City.



In association with the AWPf, the City has completed a visioning exercise for additional amenities that may include a new laboratory, operations, and administrative facility along with a public outreach and education center as well as office space to accommodate Ventura Water staff. The City envisions that the AWPf site will serve as an entrance to the harbor and will incorporate drought tolerant and ocean friendly landscaping appropriate for the environment. In the future, the City may also elect to convert or expand the Project to accommodate Direct Potable Reuse (DPR) technologies via treated water augmentation. Therefore, space has been allocated for the potential expansion to DPR. To this end, Proposers should consider the composition of their teams to address the broad goals of the AWPf and to maintain future flexibility. The VWP Vision Framework identifying the features for the Project is included as Attachment C.

In addition to the detail provided in Attachments B and C, several additional elements are to be included in the Project. A series of pipelines and related components between the VWRf and the AWPf will be the responsibility of the Design Engineer and include:

- Tertiary effluent line from VWRf to AWPf.
- RO concentration line from AWPf to VWRf.
- Waste line to be returned to the VWRf headworks.

- Off spec water from AWPf diverted and sent to outfall.

Other items to be addressed by the Design Engineer include:

- New recycled water fill station located at AWPf (not included in VWP Vision Framework in Attachment C).
- Finished water pump station for delivery of purified water to injection wells (Note: Purified water pipeline will be designed/constructed by others).
- Utilities including water, electrical, and sewer line from occupied spaces to sewer.
- Reverse Osmosis system.
- UV AOP system.
- Stabilization with calcium chloride, sodium hydroxide, and carbon dioxide.
- Clean-in-place (CIP) tanks and heater systems.
- Equalization (EQ) tank and chemical containment area for wastes to be returned to headworks including neutralized RO CIP waste, RO flush, UV drain and rinse, and AWPf analyzer wastes (estimated at 400,000 gallons).
- Temporary pumping (if needed) and pipeline to temporary EQ at VWRf for RO concentrate. (Permanent RO concentrate EQ is being designed by separated team as part of outfall EQ project).
- Chemical loading and storage area.
- Operations center.
- Maintenance shop.
- Laboratory.
- Administration buildings with office space and a public education space.
- Landscaping for site.
- Finish water/potable water irrigation system.
- Finish water/potable water system for process washdown.
- Stormwater catch basins.
- Emergency power source to flush RO system.

The City is interested in designing to a high standard for green building and sustainability. Proposals should reflect the Proposer's qualifications and experience with green building and sustainability programs such as Envision and/or Leadership in Energy and Environmental Design (LEED).

In addition, City funds have been allocated to incorporate art into the facility. Under a separate contract, the City will be procuring a curatorial consultant and an artist(s) in parallel with the AWPf design procurement and anticipates the selected Design Engineer will work with the selected artist to incorporate the design of the artistic elements into Project. Accordingly, the selected Design Engineer may be responsible for design documentation of the integrated artwork per the artist's specifications depending on nature of the artwork to be included.

## 2.3 Project Funding

The City anticipates wholly or partially funding the AWP element of the VWP Program with a variety of funding sources including the United States (U.S.) Environmental Protection Agency (EPA) Water Infrastructure Finance and Innovation Act of 2014 (WIFIA), California Clean Water and/or Drinking Water State Revolving Fund (SRF) Program, and the U.S. Bureau of Reclamation Title XVI. Each Proposer is responsible for familiarizing themselves with the requirements of the various funding programs, and for understanding and complying with all applicable state and federal requirements.

## 2.4 DBE Requirements

To preserve the Project's eligibility for federal funds, this solicitation is subject to Title 40 Code of Federal Regulations (CFR) Part 33, regarding Disadvantaged Business Enterprises (DBEs). Proposers must take appropriate steps to inform themselves regarding these regulations and must use good faith efforts to ensure that DBEs have the opportunity to compete for subcontracting opportunities relating to this procurement.

**Note:** *These provisions are based on current terms that apply with respect to WIFIA-funded projects and may require amendment to be consistent with the terms of the final WIFIA funding agreement for the Project and remain subject to further review.*

Pursuant to 40 CFR 33.301, a recipient of WIFIA funds is required to make good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement. Good faith efforts are required to ensure that all DBEs have the opportunity to compete for procurements funded by EPA financial assistance. These include:

1. Ensuring DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Making information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes posting solicitations for bids or proposals for a minimum of 30 calendar days in a local newspaper.
3. Considering in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and Local Government recipients, this will include dividing the total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encouraging contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Utilizing the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.

If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

## Section 3. General Scope of Services

The City anticipates the following general scope of services to be executed by the Design Engineer. As the AWPf will be delivered under the CMAR project delivery method, the Design Engineer's scope will be significantly intertwined with that of the selected CMAR contractor.

This summary should be considered only an outline upon which the Proposer will base the Detailed Scope of Services (Part 6 of the Proposal) described in Section 5.3.7 of this RFP.

1. Task 1: Project Management, Meetings, Scheduling, and Quality Assurance (QA)/Quality Control (QC)
  - a. Kickoff meeting.
  - b. Progress meetings.
  - c. Design review workshops at 30/60/90 percent and final design meetings.
  - d. Equipment prepurchase identification workshops (e.g., major process equipment, electrical switchgear, standby electricity generation equipment, MCCs, etc.).
  - e. Coordination with CMAR contractor with respect to constructability reviews, value engineering, and the development of the Guaranteed Maximum Price.
  - f. Project schedule and updates.
  - g. Monthly invoices with progress comments.
  - h. Quality assurance and quality control program.
  
2. Task 2: Basis of Design Report (BODR)
  - a. Project goals and criteria confirmation.
  - b. Site survey.
  - c. Geotechnical investigation.
  - d. Design criteria.
  - e. Draft and final BODR.
  - f. Identification of needed permits.
  
3. Task 3: 30 Percent Design
  - a. RO and UV AOP system equipment pre-selection.
  - b. 30 percent drawings.
  - c. Class 4 construction cost estimate.
  - d. Technical specifications table of contents.
  - e. 30 percent design review workshop and comment documentation.
  
4. Task 4: 60 Percent Design
  - a. 60 percent plans and technical specification.
  - b. Operations and maintenance approach.

- c. Class 3 construction cost estimate.
  - d. 60 percent design review workshop and comment documentation.
  
- 5. Task 5: 90 Percent Design
  - a. 90 percent plans and technical specification.
  - b. Revised operations and maintenance approach.
  - c. Class 2 construction cost estimate.
  - d. 90 percent design review workshop and comment documentation.
  
- 6. Task 6: Final Design
  - a. Final plans and technical specifications.
  - b. Design services during construction bidding period.
  
- 7. Task 7: Permitting Support
  - a. Obtain and/or support required permits for construction of Project.
  - b. Coordination with City and Owner's Advisor on completion of the Engineering Report and obtaining approval by the California Division of Drinking Water.

## Section 4. Procurement Process

### 4.1 Acknowledgement of RFP and Proposer Representative

Each potential Proposer should provide the City an acknowledgement that it has received the RFP and is a potential Proposer. Such acknowledgement shall identify and provide full contact information for the Proposer Representative, who shall be the Proposer's single point of contact for the receipt of any future documents, notices, and addenda associated with this RFP. Such acknowledgement must be transmitted by email to the City Contact identified in Section 4.3 of this RFP.

### 4.2 Questions and Responses Regarding the RFP

Proposers shall review the RFP and any addenda issued by the City and request written clarification or interpretation of any perceived error, or of any provision that the Proposer fails to understand. Failure of the Proposer to request such clarification(s) or interpretation(s), and to so examine and inform itself shall be at its sole risk, and no relief for any such error will be provided by the City.

Potential Proposers may submit questions regarding the RFP via email to the City Contact on or before the last date to submit questions listed in Section 4.4 below, or such later date(s) as may be specified in an addendum. The City will only consider comments and questions regarding the RFP, including requests for clarification and requests to correct errors, if submitted by a potential Proposer to the City Contact by electronic transmission.

The City may elect not to respond to any such clarification requests received after the relevant deadline. The City will publish questions and responses regarding this RFP without attribution to the requestor as part of periodic addenda to this RFP.

### 4.3 Communications with City Contact

Matthew Cerutti will act as the City Contact and shall administer the RFP process. All communications shall be submitted by email and shall specifically reference this RFP. All communications should be directed to the City Contact as follows:

Matthew Cerutti  
Associate Engineer - VenturaWaterPure  
City of Ventura  
[mcerutti@cityofventura.ca.gov](mailto:mcerutti@cityofventura.ca.gov)  
(805) 654-7863



*Proposers may not rely on any communications from the City Contact or any other individual unless it is provided in writing in the form of an addendum to this RFP, or City-written responses to questions submitted by Proposers in accordance with the RFP. No contact with City staff or any public official concerning the Project during the procurement process is allowed. City may in, its sole discretion, disqualify from this procurement any Proposer that violates these rules of contact.*

#### **4.4 Procurement Schedule**

The anticipated procurement schedule is as follows:

Issue RFP	8/15/2023
Last Date to Submit Questions	9/15/2023
Proposal Submittal Deadline (3:00 p.m. PDT)	9/26/2023
Proposer Ranking and Short-List	10/13/2023
Short-List Interviews	10/17/2023 - 10/19/2023
Selection Announcement	10/27/2023
City Council Approval	12/4/2023
Notice to Proceed	12/17/2023

## Section 5. Proposal Submittal Requirements

### 5.1 Submittal Place and Deadline

Proposals must be submitted electronically and received by the City of Ventura SharePoint portal no later than **3:00 p.m. PDT on Tuesday, September 26, 2023**, the Proposal Submittal Deadline.

Potential Proposers that acknowledge their intent to submit a Proposal per Section 4.1 of this RFP will be provided electronic submittal instructions via an addendum to this RFP.

**The City will not accept any late Proposals.** Each Proposer assumes full responsibility for timely delivery of its Proposal to the VenturaWaterPure portal.

### 5.2 Submittal Format

Parts 1 through 5 of the Proposal (see Section 5.3 below) must not exceed a combined total of **30 8-1/2-** by 11-inch pages. Top, bottom, and side page margins must be 1 inch or greater. This page limit excludes the transmittal letter, any index or table of contents, front and back covers, title pages/separation tabs, Part 6 (Detailed Scope of Services), and required appendices. A maximum of **5** of the total pages may be 11- by 17-inch tri-fold format. Eleven-point font or larger must be used in Proposal Parts 1 through 6, excluding headers and footers.

### 5.3 Submittal Content

The content requirements set forth in this RFP represent minimum requirements for the Proposal. It is the Proposer's responsibility to include in its Proposal all information requested and in a concise manner. ***The Proposal should not contain standard marketing or other general materials.*** It is the Proposer's responsibility to modify any such materials that it wishes to provide so that only directly relevant information is included in the Proposal.

The Proposal must include the following information in the order listed below:

- Transmittal Letter.
- Part 1 - Executive Summary.
- Part 2 - Proposer Firm Profile.
- Part 3 - Project Team.
- Part 4 - Project Experience.
- Part 5 - Project Approach.
- Part 6 - Detailed Scope of Services, Level of Effort and Schedule.
- Appendix A - Administrative and Technical Proposal Forms.
- Appendix B - Resumes.

### 5.3.1 Transmittal Letter

Proposers must submit a transmittal letter on the Proposer's letterhead and signed by a representative of the Proposer who is authorized to sign such material and to commit the Proposer to the obligations contained in the Proposal. The transmittal letter may include information deemed relevant by the Proposer in addition to the provisions included in the form. If Proposer is a joint venture, the letter shall be accompanied by a joint and several liability statement signed by an authorized representative for each member of the joint venture.

The Transmittal Letter must also contain either: 1) an affirmative statement indicating acceptance of the terms and conditions in the form of Professional Services Agreement (Agreement) provided in the Document Library (see Section 1.3), or 2) identification of any proposed changes to the form of Agreement. The Transmittal letter should also confirm that the Proposer can meet the required insurance requirements:

- Commercial General Liability (ISO CGL CG 00 01) - including coverage for bodily injury, property damage, products and completed operations, and personal injury arising from the Proposer Firm's activities:
  - Commercial General Liability (CGL) per Occurrence: \$5 million.
  - Commercial General Liability Aggregate or Combined Single Limit (CSL): \$10 million.
- Auto Liability:
  - For owned, hired, and non-owned vehicles per Occurrence (or non-owned & hired if contractor has no autos): \$1 million.
  - Aggregate or Combined Single Limit: \$2 million.
- Worker's Compensation with a *Waiver of Subrogation in favor of the City*: Limits as required by state law:
  - Employer's liability: \$500 thousand.
- Professional Liability:
  - Per claim: \$5 million.
  - Aggregate: \$10 million.

### 5.3.2 Part 1 - Executive Summary

The Executive Summary shall include a concise overview of the key elements of the Proposal. The Executive Summary shall not be used to convey additional information not found elsewhere in the Proposal.

### 5.3.3 Part 2 - Proposer Firm Profile

A detailed and complete description of the Proposer Firm must be provided in Part 2 of the Proposal. (The term "Proposer Firm" can refer to either a single entity or a joint venture.) *Information concerning Key Personnel and other firms that may be included on the Project Team, such as subconsultants and subcontractors, should be provided in Part 3 of the Proposal.* The Proposer Firm Profile must include the

following information:

- **General.** Provide general information about the Proposer Firm, such as lines of business and service offerings, locations of home and other offices, number of employees (professional and non-professional), and years in business.
- **Legal structure.** Identify whether the Proposer Firm is organized as a corporation, limited-liability company (LLC), general partnership, joint venture, limited partnership, or other form of legal entity.
- **Project office location.** Identify where the Proposer Firm intends to maintain its project office(s) and the location where the services will be performed.

Part 2 of the Proposal must also include the following additional information pertaining to factors or events that have the potential to adversely impact the Proposer Firm's ability to perform its contractual commitments.

- **Material adverse changes in financial position.** Describe any material historical, existing, or anticipated changes in financial position, including mergers, acquisitions, takeovers, joint ventures, bankruptcies, divestitures, or any material changes in the mode of conducting business.
- **Legal proceedings and judgments:** List and briefly describe any pending or past (within the past 5 years) legal proceedings and judgments, or any contingent liability that could adversely affect the financial position or ability to perform contractual commitments to City. If no such proceedings or judgments are listed, provide a sworn statement to that effect from the Proposer Firm's general counsel.
- **Completion of contracts:** Describe the circumstances under which the Proposer Firm failed to complete any contract within the past 5 years.
- **Violation of laws:** Describe the circumstances under which the Proposer Firm has been convicted of any criminal conduct or been found in violation of any federal, state, or local statute, regulation, or court order concerning employment discrimination or prevailing wages within the past 10 years and confirm that the Proposer Firm has not been convicted of violating a state or federal law respecting the employment of undocumented immigrants within the past 5 years.

Part 2 shall include summary level information regarding the foregoing. In addition, the Proposer must: (1) describe in detail the unfavorable factor or event, and (2) provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the Proposer's ability to perform its contractual commitments.

Part 2 shall also include the following:

- **Conflicts of Interest.** Provide the information required by Section 7.3.1 and the City's Conflict of Interest Policy (the "COI Policy"). If no actual, apparent, direct or indirect, or potential conflict of interest exists that requires disclosure under the COI Policy, include a statement to that effect.

- **Political Contribution Disclosure.** Provide information regarding campaign contributions made during the past 12 months as required by Section 7.3.2, including the dates and recipients of such contributions and the amounts of such contributions. If no contributions have been made, include a statement to that effect.

The Proposer must notify the City of any changes subsequent to submission of the Proposal and before the selection process is completed (and, in the case of the selected Proposer, before executing the Agreement).

### 5.3.4 Part 3 - Project Team

Describe the composition, organization, and management of the Project Team in two separate subsections.

Proposer Firm/other firms:

- Identify any subconsultants included on the Project Team and describe the scope of the Proposer Firm's and each such firm's services and responsibilities. Include each firm's name, location of business, as applicable.
- Provide experience of previous collaborations between Proposer Firm and other firms (if any), including participation in joint venture agreements, and descriptions of the roles of the firms.
- Provide an organizational chart showing the reporting relationships and responsibilities of the Proposer Firm and any other firms and describe the Proposer Firm's approach to the management of such firms.

Key Personnel:

- Identify all Key Personnel and their firm affiliations on the Project Team and describe their specific responsibilities.
- Provide an organizational chart showing the reporting relationships and responsibilities of all identified Key Personnel (along with their firm affiliations) including the Project Manager and Engineering Design Manager (if different) as well as other technical leads.
- Identify primary office locations for all Key Personnel.
- Indicate the commitment of all Key Personnel in terms of an estimated percentage of time.
- Provide short biographies for all Key Personnel that generally describe and demonstrate applicable qualifications, experience, relevant certifications, etc. as they relate to the design of advanced water treatment facilities similar in nature to the AWPf, in particular the following aspects:
  - Experience in designing advanced treatment facilities for potable reuse, particularly those utilizing RO and UV AOP processes.
  - Knowledge of RO and UV AOP equipment suppliers and their applicability and track record with similar projects.

- Knowledge of advanced treatment facilities, particularly those using RO and UV AOP, working downstream of MBR and UV secondary treatment processes.
- Knowledge of permitting requirements for indirect potable reuse projects.
- Experience in designing projects under collaborative delivery approaches.
- Provide the following information for up to three current or completed projects for each of the Key Personnel:
  - Project name, location, and brief description of project including its size, scope, and complexity.
  - Description of the individual’s position and responsibilities on the projects.
  - Relevance of the project experience to the work required for this project including project delivery methods, such as CMAR or similar collaborative contracting methods.
  - Contact information for each project including owner and firm employing the individual.

Any change in the firms or Key Personnel included in the Proposal prior to the execution of the Agreement will require City approval.

### **5.3.5 Part 4 - Project Experience**

Describe the performance history and experience of the Project Team on projects of similar scope and complexity. The City is particularly interested in the Project Team’s experience in successfully delivering projects, especially under collaborative project delivery approaches such as CMAR and Progressive Design-Build, possessing the following characteristics, in order of importance:

1. Advanced purification facilities for potable reuse in California that utilize RO and UV AOP.
2. Advanced purification facilities for non-potable reuse or for potable reuse outside of California that utilize RO and UV AOP.
3. Membrane (RO) and disinfection (UV AOP) for wastewater, drinking water, industrial or other facilities.
4. Projects for facilities requiring DDW/RWQCB permitting coordination.

In addition, as described in Section 2.2, the City wishes the AWPf to possess a number of architectural elements as well as potentially achieving sustainability ratings. To this end, Proposers should consider incorporating relevant professional service providers (e.g., architects, landscape architects, sustainability professionals, etc.) into their Project Team.

Relevant project experience shall be demonstrated by the Proposer providing descriptions for up to 10 reference projects each which contain at least the following information:

- Name of project owner.
- Project owner reference and contact information.
- Design contract value.
- Construction contract value.
- Years design services started and completed.

- Description of the project showing relevance to this Project, including identification of the treatment processes and project delivery method utilized.
- Project successes and/or lessons learned.
- Names of Project Team firms and Key Personnel that participated in project and are included in this Proposal, along with a clear description of the roles and responsibilities of each.

### **5.3.6 Part 5 - Project Approach**

Provide a description of the Proposer Firm's approach for managing and performing its services. The Project approach should include the following items:

1. A discussion of how a collaborative, communicative relationship will be established between the Design Engineer, City, and CMAR Firm. In particular, this discussion should include the Design Engineer's approach to communicating and collaborating with the Design Engineer with respect to balancing qualitative elements of the Project design (e.g., risk, reliability, robustness, etc.) with cost considerations in the development of the GMP.
2. A discussion of the process the Design Engineer will implement in order to design a cost-effective approach for facility construction, operations, and maintenance, including repair and replacement considerations.
3. A discussion of the approach for incorporating and integrating the ideas included in the City's VWP Vision Framework into the design for this greenfield project.
4. A discussion of the process the Design Engineer will implement to ensure operation and maintenance considerations will be addressed in the Project's design.
5. An overview of any preliminary design concepts or innovations the City may wish to consider for the Project to promote quality, reliability, scalability, efficiency, aesthetics, etc.
6. Identification of the key Project risk factors related to the design process and the approach for mitigation.
7. Approach to working with City and owner's advisor to integrate design elements into IPR permitting efforts.
8. A discussion of the specific approach to meeting schedule(s) as well as approaches to mitigate schedule slippage.

### **5.3.7 Part 6 - Detailed Scope of Services, Level of Effort, and Schedule**

Provide a Detailed Scope of Services based on the minimum scope of work requirements described in Section 3 of this RFP. The Detailed Scope of Services should clearly identify all tasks, deliverables, and unique approaches that the Proposer intends to provide under the assignment. The Detailed Scope of Services should also identify any assumptions regarding level of effort (e.g., number/duration of meetings, number of drafts of deliverables, etc.).

Provide an overall level of effort for the Detailed Scope of Services, identifying hours by staff classification for each task. Do not include billing rates or other cost information.

Provide a Project schedule that identifies the sequencing and duration of all tasks contained in the Detailed Scope of Services.

### **5.3.8 Appendix A (Administrative and Technical Proposal Forms)**

The Proposer shall complete the following forms included in Attachment A (Administrative and Technical Proposal Forms) and include them in Appendix A (Administrative and Technical Proposal Forms):

1. Iran Contracting Certification.
2. Russia-Ukraine Certification.

### **5.3.9 Appendix B (Resumes)**

Provide resumes for all Key Personnel in Proposal Appendix B (Resumes). Resumes must be limited to **two** pages per individual and include:

- Academic and professional qualifications.
- Professional registration (as applicable).
- Experience as it relates to the Project and to the individual's specified role on the Project.



## Section 6. Proposal Evaluation and Selection

### 6.1 General

The Proposals will be reviewed and evaluated by the City's selection committee (with assistance provided by outside advisors, if desired by City) according to the requirements and criteria outlined in this Section 6. During the Proposal evaluation process, City may submit written questions or requests for clarification to one or more Proposers regarding its Proposal or related matters. A Proposer's failure to respond in a timely manner to any such questions or requests may be grounds for elimination of the Proposer from further consideration. In addition, the City may require that all or a limited number of Proposers participate in interviews.

### 6.2 Responsiveness

Each Proposal will be reviewed to determine whether it is responsive to the RFP based on the requirements presented in Section 5 of this RFP. Failure to comply with the requirements of this RFP may result in rejection of the Proposal as non-responsive. At its sole discretion, however, the selection committee may waive any such failure to meet a requirement of this RFP and may request clarification or additional information to remedy a deficiency.

### 6.3 Evaluation Criteria

The selection committee will evaluate and rank the Proposals by applying weighted evaluation criteria, as set forth in the table below, to information provided in the Proposals.

<i>Criterion</i>	<i>Proposal Section</i>	<i>Weighting</i>	<i>Max Point Score</i>
Project Team	Part 3	40%	400
Project Experience	Part 4	20%	200
Project Approach	Part 5	20%	200
Detailed Scope of Services, Level of Effort, and Schedule	Part 6	20%	200

In ranking the Proposals, the selection committee will use a 1,000-point scale whereby the maximum points awarded for each of the evaluation criteria will be based on the percentage weight set forth above.

## **6.4 Shortlisting and Interview**

Following completion of the evaluation and scoring process described in Section 6.3, the City may elect to conduct interviews of the three highest ranked Proposers to present the key points of their Proposals and to answer questions of the selection committee. While the interviews will not be separately scored, the selection committee will have the opportunity to adjust the Proposer point assignments based on the Proposers' interview performance, particularly with respect to the question and answer period.

## **6.5 Selection and Negotiation**

After completion of the process described in Sections 6.3 and 6.4, the City will notify Proposers of the rankings, will request a cost proposal from the top-ranked Proposer, and will commence negotiations. If negotiations with the top-ranked Proposer are not successful, the City will negotiate with the next highest-ranked Proposer (and so on for lower-ranked Proposers until either a contract is reached or negotiations with all ranked Proposers end).

## Section 7. Miscellaneous

### 7.1 City Authority

This RFP is issued under authority provided by the Charter of the City of San Buenaventura.

### 7.2 Ineligible Firms and Individuals

The following firms and individuals are serving in an advisory capacity to the City for this Project and are therefore not eligible to assist or participate with any Proposer that submits a Proposal for the Project:

- Carollo Engineers, Inc.
- GSI Water Solutions, Inc.
- Nossaman, LLP.
- Sites Pacific, Inc.
- Larry Walker Associates.

The Proposer and each team member that will perform “public work” as defined in Labor Code Section 1720(a) must be eligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

### 7.3 Conflict of Interest and Contribution Disclosure Requirements

#### 7.3.1 Conflict of Interest Policy

Proposers must review the COI Policy, which is included in the Document Library (see Section 1.3 of this RFP), and in accordance with the COI Policy must disclose to the City any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the Proposer or any team member, any employees of the Proposer or team member, or any other person relative to the services to be provided pursuant to this RFP.

1. Each Proposer who may have a potential conflict of interest in relation to the Project must complete the requirements specified in Section 2 of the COI Policy.
2. Upon review of the information provided by the Proposer as described above, the City will determine, in its sole discretion, if the Proposer has an organizational conflict of interest that makes it ineligible for award. Decisions of the City regarding organizational conflicts of interest may be appealed to the City Council. The decision of the City Council shall be final with respect to the disposition of the organizational conflict of interest and is non-appealable.
3. By submitting its Proposal, each Proposer agrees that, if an organizational conflict of interest is thereafter discovered, the Proposer must make an immediate and full written disclosure to the City that includes a description of the action that the Proposer has taken or proposes to take to

avoid or mitigate such conflict. If an organizational conflict of interest is determined to exist that the Proposer knew or should have known about but did not disclose during the procurement process, the City may, at its sole discretion, determine that the Proposer is not eligible for award. If an organizational conflict of interest is determined to exist that the Proposer knew or should have known about but did not disclose and the Proposer has entered into a contract, the City may, at its sole discretion, cancel the contract. In either case, the City may avail itself of any remedies it may have at law or in equity. In such event, the City assumes no obligation, responsibility, or liability to reimburse all or part of the costs incurred or alleged to have been incurred by the Proposer.

4. Any person, firm, corporation, joint venture or partnership, or other interested party that has discussions regarding this RFP with anyone at the City other than as provided for in this RFP may be considered to have gained an unfair competitive advantage. City has sole discretion to determine that a Proposer is ineligible for award based on a determination of unfair competitive advantage.
5. The selected Proposer will not be automatically disqualified from being awarded a contract for other projects, including within the VWP Program, but the City reserves the right to review potential organizational conflicts on a case-by-case basis.

### **7.3.2 Disclosure Requirements**

This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. City employees and its consultants are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any Proposer. Pursuant to Government Code Section (Govt. Code §) 84308, Proposer must disclose if, in the past 12 months, Proposer any of its officers, directors, partners, controlling stockholders or any of its employees directly involved in the Proposer's contracting activities made a campaign contribution of more than \$250 to: (a) any elected City official, candidate for elected City office, or City committee controlled by an elected City official or candidate, or (b) the Mayor, a City Council member, a candidate for any of those elected City offices, or a City committee controlled by a person who holds or seeks any of those elected City offices.

## **7.4 Public Records**

The City is subject to the provisions of the California Public Records Act (Govt. Code § 6250 et seq.) (the "Act"), and each Proposal submitted to the City is subject to disclosure as a public record, unless the Proposal or any portion thereof is exempt under the Act. If a Proposer believes that any portion of its Proposal is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each Proposer bears the burden of proving any claimed exemption under the Act, and by submitting a Proposal, a Proposer agrees to indemnify, defend, and hold harmless the City against any third-party claim seeking disclosure of the Proposal or any portions thereof.

## 7.5 Reserved Rights

Notwithstanding anything to the contrary in this RFP, City reserves to itself all rights (which rights shall be exercisable by City in its sole discretion) available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to:

- Accept or reject any or all of the Proposals, responses, supplemental information or data, other submittals, or any parts thereof, received from Proposers at any time;
- Retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected;
- Issue addenda, supplements, and modifications to this RFP in whole or in part before and after receipt of Proposals;
- Cancel, withdraw, postpone, or extend this RFP, in whole or in part, at any time prior to the execution of the Agreement, without incurring any obligations or liabilities, and, if the City so desires, commence a new procurement for part or all of the scope of services;
- Modify the procurement schedule;
- Determine, in its sole discretion whether a Proposal is responsive, waive deficiencies, informalities and irregularities in a Proposal to the maximum extent permitted by law, and accept and review a non-conforming Proposal;
- Suspend and terminate the procurement process or terminate evaluations of Proposals received.
- Permit corrections to data submitted with any Proposal;
- Hold meetings and interviews, and conduct discussions and correspondence, with one or more of the Proposers to seek an improved understanding of any information contained in a Proposal;
- Seek or obtain, from any source, data that has the potential to improve the understanding and evaluation of the Proposals;
- Seek clarification from any Proposer to fully understand information provided in the Proposal and to help evaluate and rank the Proposers;
- Reject a Proposal containing exceptions, additions, Proposals, or conditions not called for in the RFP or otherwise not acceptable to the City;
- Conduct an independent investigation of any information, including prior experience, included in a Proposal by contacting project references, accessing public information, contacting independent parties, or any other means;
- Request additional information from a Proposer during the evaluation of its Proposal, including requiring confirmation of information furnished by a Proposer, and requiring additional evidence of technical and financial capability to perform the intended services;
- Appoint evaluation committees to review and make recommendations regarding the Proposals, and seek the assistance of outside technical, financial, and legal experts and consultants in connection with the Proposal evaluations;
- Disclose information contained in a Proposal to the public;
- Approve or disapprove additions, deletions or changes in the organization, firms and/or key personnel identified in any Proposal;
- Not issue a notice to proceed after execution of the Agreement;
- Disqualify any Proposer for violating any rules or requirements of the procurement set forth in this RFP, or in any other communication from the City in connection with this procurement;
- Exercise any other right reserved or afforded to the City under this RFP or applicable laws or regulations.

## 7.6 Obligation to Keep Project Team Intact

Proposers are advised that it is the City's expectation that all firms and Key Personnel identified in the Proposal will 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 City Contact, who, at his or her sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the Design Engineer's control.

## 7.7 Protests

### 7.7.1 Applicability and Process

This Section 7.7 sets forth the sole and exclusive protest remedies available with respect to this RFP. A Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue its protest. These provisions prescribe the sole and exclusive procedures for protests regarding:

1. Allegations that the terms of the RFP are wholly ambiguous, contrary to legal requirements applicable to the procurement or exceed the City's authority.
2. A determination as to whether a Proposal is responsive to the requirements of the RFP or as to whether a Proposer meets the Minimum Qualification Requirements in this RFP.
3. Award of the Agreement.

### 7.7.2 Required Early Communication Regarding Protests

Protests concerning the issues described in Section 7.7.1 may be filed only after the Proposer has informally discussed the nature and basis of the protest with the City, following the procedures prescribed in this Section 7.7.2. Informal discussions shall be initiated by a written request for a one-on-one meeting delivered to the City Contact as specified in Section 4.4. The written request shall include an agenda for the proposed one-on-one meeting. The City will meet with the Proposer as soon as practicable to discuss the nature of the allegations. If necessary, to address the issues raised in an informal discussion, the City may make appropriate revisions to the RFP by issuing addenda.

### 7.7.3 Protest Deadlines

Any protest must be filed within the applicable deadline specified below (each a "Protest Deadline"):

1. Protests concerning the issues described in Section 7.7.1(a) must be filed as soon as the basis for the protest is known, but no later than 10 calendar days after the date of issuance of the RFP, unless the protest relates to an addendum to the RFP, in which case the protest must be filed no later than 5 working days after the addendum is issued and may only address any item that has been changed by the addendum.
2. Protests concerning the issues described in Section 7.7.1(b) must be filed no later than

5 working days after receipt of the notification of non-responsiveness or failure to meet the Minimum Qualification Requirements in this RFP.

3. Protests concerning the issues described in Section 7.7.1(c) must be filed no later than 10 calendar days after announcement of the selected Proposer.

#### **7.7.4 Content of Protest**

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

Material submitted after the applicable Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting Proposer or potential Proposer.

#### **7.7.5 Filing of Protest**

Any protest must be made in writing and received by City by registered mail, or other reliable delivery service providing a receipt showing delivery to the City, addressed to "Public Works Department, Procurement Protest, 501 Poli Street, Ventura, CA 93003" before 5:00 p.m., no later than the applicable Protest Deadline, with a copy sent by email to the City Contact. Any protest not received by registered mail or other service as described above will not be considered an official protest. Only a Proposer who has actually submitted a Proposal is eligible to submit a protest against the City's decision to accept or reject an Proposal. Subcontractors are not eligible to submit protests. A Proposer may not rely on the protest submitted by another Proposer but must timely pursue its own protest.

#### **7.7.6 Comments from Other Proposers**

For protests concerning the matters described in Section 7.7.1(c), a copy of the protest and all supporting documents must be concurrently transmitted by fax, email, or overnight delivery by or before the Protest Deadline, to the Proposer selected for award and any other Proposer who has a reasonable prospect of receiving an award depending upon the outcome of the protest (each an "Affected Proposer").

An Affected Proposer may submit a written response to the protest, provided the response is transmitted by fax, email, or overnight delivery and received by the City before 5:00 p.m., within 3 working days after the Protest Deadline or after actual receipt of the protest, whichever is sooner (the "Response Deadline"). The response must contain all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the Affected Proposer.

The Affected Proposer must concurrently transmit a copy of the response and all supporting documents by fax, email, or overnight delivery to the protesting Proposer and any other Affected Proposer.

If requested by the City, other Proposers may file statements in support of or in opposition to the protest within 5 days of the filing of the protest. If the City requests statements from other Proposers, the City shall promptly forward copies of all such statements to the protester. Any statements shall be sworn and submitted under penalty of perjury.

#### **7.7.7 Burden of Proof**

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

#### **7.7.8 Decision on the Protest**

The Ventura Water General Manager or designee will endeavor to issue a written decision regarding the protest within 10 days after the filing of the detailed statement of protest. If necessary, to address the issues raised in a protest, the City may make appropriate revisions to this RFP by issuing an addendum.

Any appeal concerning the determination of the Ventura Water General Manager shall be submitted in writing to the Assistant City Manager no later than 5 calendar days after the original determination is communicated to the Proposer. The Assistant City Manager shall hear the documented arguments of the protest and a written determination will be made and returned to the affected Proposer(s).

The written decision of the Assistant City Manager shall be final and non-appealable.

#### **7.7.9 Protester's Payment of Costs**

The protesting Proposer must submit along with their protest a non-refundable fee in an amount set by Resolution of the City Council, based upon the City's reasonable costs to administer the protest. In the absence of the fee amount being set by Resolution of the City Council, the fee shall be a billed-against deposit with the amount of the deposit being \$1,000. In the event the costs of the protest are less than the amount deposited, the balance shall be returned to the protesting Proposer. In the event the costs of the protest are higher than the deposit, the City shall send the protesting Proposer an invoice for the balance. In the event the protesting Proposer prevails in their protest, all monies paid by the protesting Proposer under this section shall be returned by the City. By submitting a protest, the protesting Proposer agrees to the fee provision.

#### **7.7.10 Sole Remedy**

The procedure and time limits set forth in this section are mandatory and are the Proposer's sole and exclusive remedy in the event of protest. A Proposer's failure to comply with these procedures will constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.



## 7.8 Debriefings

All Proposers submitting Proposals will be notified in writing of the results of the evaluation process. Proposers not selected may request a debriefing within 10 working days of notification of the selected Proposer. Debriefings shall be provided at the City's earliest feasible time after Proposer's written request for a debriefing. The debriefing shall be conducted by a procurement official familiar with the rationale for the best value determination.

Debriefings shall:

- Be limited to discussion of the unsuccessful Proposer's Proposal and may not include specific discussion of any competing Proposal or Proposer.
- Be factual and consistent with the evaluation of the unsuccessful Proposer's Proposal.
- Provide information on areas in which the unsuccessful Proposer's Proposal had weaknesses or deficiencies.

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

## 7.9 Indemnity

Proposers are advised that the Agreement requires the Design Engineer to indemnify the City. Refer to the form of Agreement for specific information.

## 7.10 California Prevailing Wage Requirements

The Design Engineer's services may include certain elements that are subject to California prevailing wage requirements, including site surveys and geotechnical investigations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information. The Agreement will not be awarded without proof of current registration with the Department of Industrial Relations to perform public work by the Proposer Firm and each subcontractor proposed to perform public work.

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## **Attachment A**

# **Administrative and Technical Proposal Forms**

**FORM 1 - IRAN CONTRACTING ACT OF 2010**

In accordance with California Public Contract Code sections 2200-2208, all bidders submitting Proposals for, entering into, or renewing contracts with City for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit.

*(see attached)*

## IRAN CONTRACTING PROHIBITION CERTIFICATION

*[To be completed by Proposer and each Equity Member]*

Section 2200 et seq. of the California Public Contract Code prohibits a person from submitting a bid for a contract with a public entity for goods and services of \$1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to section 2203(b) of the California Public Contract Code. The list will include persons providing goods or services of \$20,000,000 or more in the energy sector of Iran and financial institutions that extend \$20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

In accordance with section 2204 of the California Public Contract Code, the undersigned certifies that either:

1. It is not identified on a list created pursuant to section 2203(b) of the California Public Contract Code as a person engaging in investment activities in Iran described in section 2202.5(a), or as a person described in section 2202.5(b), as applicable; or
2. it is on such a list but has received permission pursuant to section 2203(c) or (d) to submit a proposal in response to the Request for Proposals for design services for the Project.

**Note:** Providing a false certification may result in civil penalties and sanctions.

(Signed) \_\_\_\_\_

(Print Title) \_\_\_\_\_

(Firm) \_\_\_\_\_

(Date) \_\_\_\_\_

**NOTE:** In accordance with Public Contract Code section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the contract price, termination of the Agreement and/or ineligibility to bid on contracts for three years

**FORM 2 - RUSSIA-UKRAINE CERTIFICATION****EXECUTIVE ORDER N-6-22 CONTRACTING CERTIFICATION**

In accordance with Executive Order N-6-22, issued on March 4, 2022 by Governor Gavin Newsom (EO), the undersigned hereby certifies on behalf of \_\_\_\_\_ [Proposer] that:

1. It is in compliance with, and shall continue to comply with, economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under California law.

*It has taken the following steps to assure compliance with the above-described economic sanctions [describe measures taken, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine]*\_\_

2. It has obtained similar certifications from its proposed subcontractors (if any) anticipated to enter into subcontracts valued in excess of \$1 million.
3. It shall promptly notify City if becomes aware of any noncompliance with respect to itself or any of its subcontractors, and shall provide quarterly reports to City regarding steps it has taken to assure compliance with the above-described economic sanctions, until such time as City provides notification that the economic sanctions have been lifted and reports are no longer required.

Note: Providing a false certification may result in civil penalties and sanctions.

Date: \_\_\_\_\_

Entity: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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**Attachment B**  
**AWPF Technical Requirements for**  
**Groundwater Replenishment Reuse Project**

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## **Attachment C**

### **VWP Vision Framework**

