



**Graton Community Services District**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**COST OF SERVICE AND RATE STUDY 2024**

Issue Date: **April 1, 2024**

Proposal Due Date: **May 1, 2024**

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# REQUEST FOR PROPOSALS

## SECTION 1. INTRODUCTION

### 1.1 Purpose

The Graton Community Services District (“**District**”) is seeking professional consulting services to prepare a Cost of Service and Rate Study 2024 and Financial Analysis Study of the District’s wastewater systems. The cost-based study will determine the adequacy and sustainability of the wastewater funds and systems, assess the systems’ utilization of best financial practices, and determine if the current rate structures are sufficient to fund the District’s costs and compliant with state laws and regulations. The District intends to award a contract to a consultant that has a history of successfully performing services on similar studies.

### 1.2 Background

The District was formed in 2004 under the laws of the State of California as a public agency for the purpose of developing and administering wastewater collection, treatment and recycled water services for a portion of unincorporated west Sonoma County. The District is an independent special district.

The District serves an estimated population of xxxx residents with a small commercial sector serving the downtown area.

The Board of Directors of Graton Community Services District consists of five members serving four-year, staggered terms. It is the primary responsibility of the Board of Directors to develop policy for the District. The last time a Cost of Service and Rate Study was performed was in xxxx. The District’s wastewater rates and capacity fees are intended to ensure these rates generate enough revenue to fund operating and maintenance expenses, planned capital costs, meet Prop 218 requirements and industry standards, and support the District’s broader rate-related goals and objectives. The District’s current wastewater rates and capacity fees were adopted in xxxx.

As provided in this Request for Proposal (“**RFP**”), the District seeks competitive proposals (“**Proposals**”) from highly qualified rate consultants (“**Consultant**”).

The Consultant will work closely with GCSD staff and should be prepared to begin work immediately upon award of contract.

The Draft Professional Services Agreement pursuant to which the Consultant will perform its Services is contained in Exhibit A.

### Inquiries and Request for Additional Information

All written inquiries and requests for additional information pertaining to this RFP, any Addendum, or any matter relating to the selection process, must, unless otherwise identified in an Addendum, be directed to:

Chad Davisson  
General Manager  
Graton Community Services District  
250 Ross Lane  
Sebastopol, CA 95473  
Phone (925) 727-2938  
Email [chaddavisson.gcgsd@gmail.com](mailto:chaddavisson.gcgsd@gmail.com)

### 1.3 Definitions of Terms

This section contains definitions that are used throughout this RFP, including appropriate abbreviations as indicated.

**“Addendum/Addenda”** is any and all amendments to this RFP and any and all responses to written questions regarding this RFP issued by District in a written format and incorporated by reference into this RFP.

**“Board”** is the District’s governing body.

**“District”** is the Graton Community Services District.

**“Consultant”** is an individual, firm, partnership, corporation, consortium, joint venture, or other entity that is a potential Respondent to this RFP.

**“Distribution List”** is the list of interested parties to be used by the District to notify potential Respondents of the availability of any and all Addenda prepared by District. It is each Respondent’s sole responsibility to ensure that it has obtained and reviewed all information available on the RFP ftp website, and has obtained all Addenda issued by District.

**“Professional Services Agreement”** or **“PSA”** is the Professional Services Agreement, including Appendices, initially in form attached hereto as Exhibit A, to be executed by District and the Selected Respondent. The Selected Respondent shall execute a single Professional Services Agreement for the provision of Construction Management services.

**“Project”** is the Cost of Service and Rate Study 2024, more particularly described in Sections 1.2 and 1.3, above.

**“Project Manager”** is person authorized by District to manage or administer the RFP process and to whom all communications, both written and oral, shall be directed during the RFP issuance, evaluation and selection process.

**“Qualification”** is a written response to this RFP, including all exhibits, supplementary materials, and attachments thereto, pursuant to the requirements set forth in this RFP.

**“Request for Qualifications/Proposals”** or **“RFP”** is any and all documents comprising this RFP package, including those documents and attachments hereto and any and all Addendum/Addenda which District may issue.

**“Respondent”** is an individual, firm, partnership, corporation, consortium, joint venture, or other entity that chooses to submit a Proposal in response to this RFP.

**“Selected Respondent”** is a Respondent selected and approved by the Board to execute the Professional Services Agreement.

**“Services”** are the construction management services, other work and services, and equipment and materials to be furnished by CONSULTANT under the Professional Services Agreement.

### 1.4 Schedule

District anticipates following the following schedule for certain activities in relation to this RFP.

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
Issuance of RFP	District	xxxxxxx

Submittal of Written Questions Deadline	Potential Respondents	xxxxxxx
Addendum response to Distribution List/RFP amendments	District	xxxxxxx
Proposals Due	Potential Respondents	xxxxxxx
Interviews	District	xxxxxxx
Selected Respondent approval	Board	xxxxxxx
Commencement of Services Under PSA	District/Selected Respondent	xxxxxxx

District reserves the right to modify this schedule at any time at its sole discretion.

## SECTION 2. SCOPE OF SERVICES

**2.1** The Scope of Services includes all necessary analysis and documentation to perform a Cost of Service and Rate Study 2024 and Financial Analysis of the District's wastewater rates and capacity fees. In general, the scope of work shall encompass the following:

- 2.1.1 Data Collection and Development:** The residents and businesses located within the Graton Community Services District do not receive water through a municipal agency. All potable water is obtained through privately owned wells. Therefore, the consultant must likely utilize methods of estimating sewer flows unrelated to using wet-weather water consumption data, at least within the district jurisdiction.
- 2.1.2 Analysis:** The consultant shall determine the adequacy and sustainability of the District's wastewater rates and capacity fees. The cost-based study will assess the utilization of best financial practices and determine if the current rate structures are compliant with state laws and regulations. The consultant will evaluate and make recommendations on the sufficiency of the District's reserve and emergency funds. The study should also consider debt and debt service, mandated programs, and industry trends specific to the services being provided.
- 2.1.3 Cost of Service Analysis:** The consultant shall prepare and provide an analysis that documents the Cost of Service and Rate Study 2024 and Financial Analysis study results, including, but not limited to, a description of the overall methodology, findings, supporting justification, recommended wastewater funding levels that provide the legal nexus between services provided and the benefits from those services.
- 2.1.4 Presentation of Materials:** The consultant shall present information at briefing meetings with District staff at critical points in the preparation process. Upon completion of the analysis, the consultant shall present the study to the District's Finance Committee, the Board of Directors, and District customers in a public format. The presentation capabilities and public involvement processes proposed by the consultant is a key factor in determining the successful proposals for the Cost of Service and Rate Study 2024 and Financial Analysis study.
- 2.1.5 Proposition 218 Process:** The consultant will provide guidance and advice to District staff to assure the District's compliance with Proposition 218.

**2.1.6 Final Cost of Service and Rate Study 2024 and Financial Analysis Presentation:** A final study shall be provided and presented to the District's Board of Directors in a public meeting. It is the District's intent to complete Cost of Service and Rate Study 2024 and Financial Analysis of the District's wastewater rates and capacity fees concurrently; however, the District reserves the right to pursue each study along a separate timeline.

### **SECTION 3. PROFESSIONAL SERVICES AGREEMENT AND RELATED MATTERS**

This RFP and attached form of Professional Services Agreement define the District's basic requirements and serve as the basis for submittal of all Proposals in response to this RFP.

#### **3.1 Professional Services Agreement**

District will expect the Selected Respondent to execute the attached form of Professional Services Agreement for the Construction Manager services, with only such changes as District may approve in its sole discretion. Respondents should indicate any objections or requested changes to the form in their Proposals.

Each Respondent shall sign the Acceptance of Form of Professional Services Agreement ("**Acceptance**") in the form attached hereto as Exhibit B, with the fixed price otherwise indicated in the Respondent's Proposal. Any requested modifications to the form of Professional Services Agreement must be indicated by checking the appropriate box in Exhibit B and attaching the addendum referenced therein clearly identifying Respondent's proposed modifications. Respondents' proposed modifications to the form of Professional Services Agreement must be made in a "Strikeout" or "Underline" format.

#### **3.2 District's Right to Amend**

District reserves the right to make such modifications or additions to the form of Professional Services Agreement attached as Exhibit A to this RFP, as District may elect in its sole discretion prior to the execution thereof, and thereafter as otherwise permitted by the Professional Services Agreement. Otherwise, District reserves the right to make modifications or additions with the mutual consent of the Selected Respondent.

#### **3.3 Selected Respondent's Refusal to Execute**

If the Selected Respondent refuses to execute the form of Professional Services Agreement in substantially the form attached as Exhibit A to this RFP, as modified by its Proposal, District may begin negotiations with the Respondent whose Proposal is determined to be the best alternative Proposal, determine that no such alternative exists, or exercise any other available right.

### **SECTION 4. PROPOSAL PRE-SUBMITTAL INSTRUCTIONS**

To submit questions and receive answers to questions in a timely manner and to be placed on the Distribution List for any and all Addendum/Addenda issued by District, potential Respondents must follow guidelines specified in this section. Only information supplied by District in writing through this RFP and Addendum/Addenda, if any, may be used as the basis for preparation of Respondents' Proposals. The standard format for submission of Proposals to be used by Respondents is described in Section 5.

#### **4.1 Distribution List**

Potential respondents should hand deliver or return mail or other courier service Acknowledgment of Receipt of RFP Form ("**Acknowledgment of RFP**") attached as Exhibit C to this RFP to have their names placed on the Distribution List for this RFP, which will be used for the distribution of any and all notices issued by District. Potential respondents are therefore encouraged to return the Acknowledgment of RFP

to the Project Manager as soon as possible. However, it remains Respondent's sole responsibility to ensure that Respondent has obtained all Addenda.

#### **4.2 Deadline for Submittal of Written Questions**

Potential Respondents may submit only written inquiries or requests regarding the intent and clarity of this RFP. Questions to be considered at the pre-submittal meeting must be directed to the Project Manager at least three days prior to that meeting. All written questions that are deemed relevant and not duplicative of information already contained in the RFP and that are received by the above date will be addressed at the meeting. Written questions should be submitted by fax or email. The identity of the person/organization submitting the questions will not be revealed by District at the meeting. Additional inquiries may be addressed at the meeting at District's sole discretion.

#### **4.3 Addendum/Addenda to this RFP**

District reserves the right to interpret or change any provisions of this RFP at any time. Such amendments, if any, shall be issued as written Addendum/Addenda to this RFP.

Additionally, District may prepare answers, in the form of an Addendum to this RFP, to questions addressed by District and as District otherwise deems appropriate. Written responses, in the form of an Addendum and amendments, if any, to this RFP will be posted on the District's website. Courtesy notification will be sent to all parties who register at this meeting and whose names are on the Distribution List. Any Addendum issued by District may also be obtained in person from the office of the Project Manager. It is sole responsibility of Respondent to ensure that it obtains all Addenda and acknowledges receipt of all Addenda in its Proposal.

#### **4.4 Acknowledgment of Receipt of Addendum**

Each Respondent is responsible to inquire as to the Addendum/Addenda issued by District. All Addenda shall become part of this RFP, and all Respondents shall be bound by such Addenda, whether or not received by Respondent. Each Respondent must sign the Acknowledgment of Addendum Form ("**Acknowledgment**") attached to this RFP as Exhibit E, and return the Acknowledgment Form with their Proposal Form. Failure to return the Acknowledgment Form shall constitute a presumption of withdrawal from the qualification process.

### **SECTION 5. PROPOSAL PREPARATION AND SUBMITTAL INSTRUCTIONS**

This RFP and attached form of Professional Services Agreement define the District's basic requirements and serve as the basis for submittal of all Proposals in response to this RFP.

#### **5.1 Proposal Format**

The Proposal shall be clear and concise to enable District to make a thorough evaluation as to whether the Proposal meets District's requirements. Proposals must include a detailed Table of Contents that is consistent with Section 5.1.1 of this RFP. All forms attached to and supplementary materials requested in the Exhibits to this RFP must be thoroughly completed, clearly labeled, and included in the appropriate section of the Proposal, pursuant to Section 5.1.1.

Each Respondent may only submit one Proposal in response to this RFP. For purposes of this RFP, a Respondent is defined to include a parent corporation of the Respondent and any other subsidiary of that parent corporation. If a Respondent submits more than one (1) Proposal, all Proposals from that Respondent shall be rejected.

##### **5.1.1 Proposal Organization**



Each Proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated. Any Proposal that does not conform to these minimum requirements may be deemed non-responsive and rejected on that basis, in District's sole discretion.

### Section 1: Proposal Summary

Title Page  
Proposal Organization Checklist  
Transmittal Letter  
Executive Summary  
Respondent Qualifications and Experience  
Respondent Client References  
Proposal

### Section 2: Financial Information

Financial Statements  
Claims and litigation history  
Letter from insurance broker

### Section 3: Response Forms

Proposal Authorization  
Acknowledgment of Addendum Form(s)  
Acceptance of Form of Professional Services Agreement, including any proposed modifications

### Section 4: Discretionary Supplemental Materials

Explanation of relevancy of discretionary supplementary materials  
Any desired materials

#### **5.1.2 Title Page**

In a one-page cover, identify the Respondent, Project and Services, the date of Proposal submittal, the services to be performed and the principal place of business of each, and the name, title, telephone and facsimile numbers and e-mail address of the person to be contacted for clarification.

#### **5.1.3 Proposal Authorization**

Prepare and sign the Proposal Authorization in form attached to this RFP as Exhibit D ("**Authorization**"). Signature of the Authorization shall constitute acceptance of the Conditions Governing this RFP pursuant to Section 7.3.

#### **5.1.4 Transmittal Letter**

Include a Transmittal Letter clearly stating the Respondent's intent to enter into a Professional Services Agreement with District for the Services as defined in this RFP and any and all Addendum/Addenda hereto. The Transmittal Letter must, as a minimum:

- Identify the date of the Proposal.
- Identify the Respondent by proposed individuals, and the legal structure of each, and the principals of the firm/organization.

- Identify the name, title, telephone and facsimile numbers and e-mail address of the person authorized to negotiate for and contractually obligate the Respondent pursuant to all terms and conditions stated in the Proposal.
- Identify the name, title, telephone and facsimile numbers and e-mail address of the person to be contacted for clarification, if different from above.
- Indicate that it is being signed by the person(s) authorized to obligate the Respondent contractually.

#### **5.1.5 Table of Contents**

Each Proposal must provide in Section 1 a detailed Table of Contents for the entire Proposal submittal package.

#### **5.1.6 Executive Summary**

The Executive Summary provides an overview of Respondent's Proposal.

The Executive Summary should identify, at a minimum, a summary of Respondent's explanation of why Respondent believes Respondent's firm is most qualified to be selected for this Project, and any additional information Respondent deems particularly important.

#### **5.1.7 Pricing Proposal**

All Respondents who are notified they are on the District's "short list" must provide a Pricing Proposal which identifies a not-to-exceed price for all "Basic Services" work under the PSA. (I.e., Pricing Proposals are not to be included in the Proposals to be delivered as provided in Section 5.2.1 below.) Short listed Respondents shall bring their Pricing Proposal to the interview in a separate, sealed envelope. The Pricing Proposal shall be for the provision of all Services under the PSA. The Pricing Proposal shall comply with the following requirements:

5.1.7.1 PRICING PROPOSAL. A not-to-exceed dollar amount for all basic services required under the PSA, based on the parameters set forth in this RFP and the PSA. If Respondent believes other parameters are required to provide a not-to-exceed amount, Respondent shall specifically identify them in its Pricing Proposal.

5.1.7.2 REIMBURSABLE EXPENSES. All reimbursable expenses must be included in the not-to-exceed proposed price.

5.1.7.3 ADDITIONAL SERVICES. Billing rates for additional services.

5.1.7.4 OVERTIME. Overtime must be included in Respondent's not-to-exceed proposed price.

5.1.7.5 TRAVEL. Travel time must be included in Respondent's not-to-exceed proposed price.

5.1.7.6 SIGNATURE. The handwritten signature of the Respondent.

#### **5.1.8 Respondent Qualifications and Experience**

District is seeking as its Consultant an experienced and highly regarded professional who has demonstrated a capacity to perform services similar to the Services on a cost-effective basis. Respondents must propose staff who will perform day-to-day Project Services, not senior personnel who have other, substantial responsibilities.

Respondent shall provide a detailed resume for each of the key staff who will be responsible for any services for this Project. The resumes shall include the individual's name, address, telephone, facsimile, email address, their professional qualifications, and number of years in business as well as previous firm names during the past ten years, and education, years of relevant experience, professional registrations including evidence of valid applicable licensure, and at least three examples of services pertinent to determining qualifications for the Consultant.

Each Respondent shall include a statement identifying the proposed Consultant firm, its legal structure (i.e. corporation, partnership, limited partnership, or joint venture), its managerial personnel and its proposed team members. If the proposed Consultant is a partnership, limited partnership, joint venture or other association, the Respondent must provide a listing of all of the partners, general partners, venturers or association members known at the time of Proposal submission who will participate in the Services. Respondent shall identify the most recent experience for the proposed Consultant personnel. The Proposal should focus on primary and related experience.

The Proposal must describe the relevance and importance of each project in relation to the Services and key individuals available for this Project. Respondent shall describe how this experience qualifies these parties to accomplish their proposed roles in the Project.

For each employee included in one of the three discipline categories, provide the following: the employee's name, state of residence, and if the employee is a California licensed Architect, their discipline and license number. Resumes with this information are sufficient.

Substitution of personnel named in the Proposal during the Proposal process or during performance of the Services shall require the District's written approval. Respondents shall submit a written request for the substitution, including the reason for the requested substitution and a detailed resume for the new proposed person demonstrating that he or she meets the minimum requirements for the position. The substituted personnel must, in the District's opinion, meet the minimum qualifications for the position being filled. Failure to obtain the District's approval of substituted personnel within 15 days of the effective date of the substitution will result in liquidated damages to be specified in the Professional Services Agreement.

#### **5.1.9 Client References**

Provide references for the three most recent and/or relevant projects in which Respondent performed services similar to the Services for the Project and which Respondent wants District to consider in evaluating its Proposal. List projects which have been completed, or as a minimum, are substantially completed. For each project, (a) provide a description of project and services performed, to support the claim it is similar to the proposed Project; (b) provide a client/owner contact person, title, address and telephone number; and (c) identify key staff on the project, including architect, principal construction manager and other key personnel.

#### **5.1.10 Prior Litigation / Claims**

Provide a description of any litigation or claims threatened or filed, or filed then settled, against Respondent in the past five years. Provide a description of any litigation or claims threatened or filed by your firm, or filed then settled, in the past five years. If the litigation or claim has been resolved, describe the resolution. If the litigation or claim is pending, describe the status.

Respondent must also provide a list of all projects for which Respondent failed to complete any work awarded, with explanation of circumstances.

#### **5.1.11 Financial and Related Information**

Respondent is required to demonstrate that it is financially qualified to undertake the Services defined by this RFP. To be considered qualified, Respondent must submit audited and/or reviewed financial statements for the most recently completed three fiscal years.

Respondent must also provide a letter from its insurance broker attesting to the willingness to provide the required insurance coverages described in the Professional Services Agreement.

#### **5.1.12 Proposed Approach**

Provide a description of your technical approach to providing services to the District for this Project.

#### **5.1.13 Performance Criteria**

Describe how your firm is organized to provide the services to perform this Project.

Describe the major strengths of your firm.

Describe the major difficulties that you might expect to encounter in conducting and coordinating this Project to ensure that the District receives high quality design and construction. Describe the methods you would use to overcome these difficulties.

Describe Respondent's ability to perform the Services within the schedule outlined herein.

Describe your firm's claims experience.

#### **5.1.14 Discretionary Supplemental Materials**

Respondent may include in its Proposal submittal, on a discretionary basis, other materials that it believes may improve the quality of its Proposal. Respondent must include an explanation of the relevancy of the other materials to the Proposal. Marketing brochures (if applicable to the specific Services for this Project) may be provided as a separate submittal.

#### **5.1.15 Miscellaneous Procedures**

Each copy of the transmittal letter and Acceptance must contain an original signature. Proposals submitted by partnerships must be signed with the partnership name, followed by the signature and designation of the partner signing. Proposals submitted by corporations must be signed with the legal name of the corporation followed by the name of the state of incorporation. Two signatures are required for corporations, as follows: the signature of the president, the chair of the board or any vice president AND the signature of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of the corporation. The name of each signatory must be typed below the signature names.

District may interview any or all of the client references provided by Respondent. Submittal of a Proposal constitutes Respondent's consent for District to conduct reference checks and reasonable investigation of all information provided by Respondent.

All Proposals and accompanying documentation submitted by Respondents become the property of District and, except as otherwise provided in this RFP, will not be returned.

### **5.2 Proposal Submittal**

#### **5.2.1 Proposal Due Date**

Respondents must submit three (3) identical numbered copies of each Proposal, including all attachments, each with original signatures, in a sealed envelope marked "Proposal for Graton Community Services

District Cost of Service and Rate Study 2024.” Respondents shall include in the envelope one USB flash drive containing a .PDF file with the entire Proposal.

Sealed Proposals must be received by the office of the Project Manager before the hour of 4:00 p.m. on November 15, 2023.

### **5.2.2 Proposal Delivery**

All Proposals must be submitted on 8½” x 11” paper in vertically bound form, either loose-leaf, spiral, or comb-bound, with tabbed section headings clearly labeled in the format described in this RFP. Larger paper, 11” x 17” preferred, is permissible only for plans, charts, spreadsheets and other exhibits. Proposals shall be submitted by hand delivery, U.S. Mail or other courier service. U.S. Mail takes extra time for delivery since it goes through the District’s central distribution center before going to the specific department. Proposals sent by U.S. Mail that do not arrive to the Project Manager by the time specified in Section 5.2.1 will be considered late, even if they were received by the District’s mail distribution center on time. Facsimile or emailed transmissions will not be accepted. The Project Manager or its delegate will be responsible for determination if a Proposal is received on time. That decision will be final and no further consideration of late Proposals will be given. Any late Proposals will be returned unopened to the Respondent only upon request.

Respondent may also provide an electronic response via e-mail in addition to the written Proposal submittal. The written Proposal shall be considered the legal response. District may consider but is not obligated to provide an electronic copy version of this RFP.

Proposals may not be amended after submission.

### **5.2.3 Proposal Submission**

- 5.2.3.1 It is the sole responsibility of Respondent to see that its Proposal is received in proper time.
- 5.2.3.2 Respondent shall carefully examine the instructions contained herein and satisfy itself as to the conditions with which it must comply prior to submitting its Proposal, and to the conditions affecting the award of contract.
- 5.2.3.3 If more than one Proposal is offered by any individual, firm, partnership, corporation, association, or any combination thereof, under the same or different names, all such Proposals shall be rejected.
- 5.2.3.4 All Respondents are hereby notified that any collusive agreement fixing prices so as to control or affects the awarding of this contract is in violation of the competitive bid requirements of State law and may render void any contract let under such circumstances.
- 5.2.3.5 Proposed prices shall be in effect for one hundred twenty (120) days from the date of Price Proposal submission.

### **5.3 Proposal Withdrawal**

Any Respondent to this RFP may withdraw a Proposal by written notice delivered to the Project Manager prior to the due date and time specified in Section 5.2.1 for receipt of Proposals. The Respondent must, in person, retrieve the entire sealed submission package. Another Proposal may be submitted prior to the deadline. A Proposal may not be changed after the designated deadline for submission of Proposals.

### **5.4 Irregular Proposals**

A Proposal may be rejected if it shows any alteration of form, additions not called for, conditional Proposals, incomplete Proposals, erasures, or irregularities of any kind. If the Proposal amount is changed after the amount is originally inserted, the change must be initialed.

#### **5.5 District's Right To Reject or Terminate RFP**

District expressly reserves the right to further consider, accept or reject any or all Proposals submitted in response to this RFP; to request additional information or clarification of information submitted; to cancel or modify, in part or in its entirety, this RFP, or to request new Proposals or pursue any other means for obtaining the services contemplated by this RFP and/or the Professional Services Agreement.

### **SECTION 6. PROPOSAL EVALUATION AND SELECTION PROCESS**

#### **6.1 Selection Committee**

District will appoint a Selection Committee to review and evaluate all Proposals; contact Respondents as required; request a Respondent to modify its proposed modifications to the Professional Services Agreement; and make recommendations regarding the selection of a Selected Respondent. The Selection Committee may consist of District staff and others designated by District.

District reserves the right, in its sole discretion, to waive minor irregularities, and to waive mandatory requirements provided that all of the otherwise responsive Proposals fail to meet the same mandatory requirements and the failure to do so does not otherwise materially affect this RFP and selection process.

District reserves the right to modify or suspend any and all aspects of the selection process indicated in this RFP, to waive any defects as to form or content of this RFP, or to reject any or all Proposals.

#### **6.2 Evaluation Process**

Proposals will be evaluated on a comparative, competitive, qualification basis, based upon the RFP's submittal requirements, including the experience, organization and qualifications of the firm and individuals proposed, and the offered price. Specific evaluation criteria will include:

- The ability, capacity, and skill of the Respondent to perform the Professional Services Agreement and perform the Services;
- The type of Services needed by the District in light of the nature of the project and budgetary issues;
- The Cost of Service and Rate Study 2024 study experience of Respondent;
- The years, number and types of projects the Respondent has previously worked on;
- The ability of the Respondent to effectuate the Services within the time specified, without delay;
- The character, integrity, reputation, judgment, experience, and efficiency of the Respondent;
- Respondent's claims / litigation experience;
- Whether the Respondent has satisfactorily performed the full range of Services required by this Project on other projects;
- Any other factor deemed to be relevant, in the District's sole discretion.

During the evaluation process the Selection Committee may conduct independent research, request additional relevant information specific to the evaluation process, and seek assistance from reliable sources to clarify, explain, or otherwise participate in the evaluation process without issuing an Addendum. Proposals will not be ranked based solely on cost. The Selection Committee shall make its decision based on committee members' analysis and assessment of each Proposal's positive, neutral, and negative attributes.

The process, procedures and evaluation criteria used by District staff and the Selection Committee in developing and issuing this RFP and evaluating the Proposals received for purposes of making a recommendation to the Board shall be determined in the sole discretion of the District. Respondents shall have no rights whatsoever regarding the processes and procedures used by the District relating to this RFP or the manner in which a Respondent is selected by either the Selection Committee or the Board, provided their decisions are not arbitrary and capricious, and there is some reasonable basis for the selection(s) made.

District reserves the right to conduct its own due diligence of the Respondent member prior to selection of a Selected Respondent including, without limitation, reference checks under RFP Section 5.17.

### **6.3 Interviews**

The District, in its sole discretion, may prepare a short list of Respondents for interviews. Respondents who are invited to attend an interview will be notified in writing. Only the actual personnel who will be responsible for the Services should come to the interview.

If requested by District, qualified Respondents may be required to present their Proposals to the Selection Committee and submit to oral questions.

The Project Manager or other applicable District personnel will schedule the interviews in the month of November 2023 at the District's offices, or at such other time and/or location indicated by the District. Each Respondent should prepare a presentation not to exceed 45 minutes. Each Respondent is responsible for any special equipment required for the presentation. Projection equipment will be available in the District's conference room upon advance request by Respondent. The total time allowed for each Proposal interview shall be 45 minutes, including set-up and questions and answers.

The interviews shall be solely for the benefit of the District and shall not be open to the public or to other Respondents.

The District reserves the right to visit any Respondent at its place of work and/or at to visit projects completed or under construction for which Respondent provided design and/or construction management services.

### **6.4 Selection Process**

Based on the results of the evaluation process, District staff will recommend a Respondent to the District's Board. District staff will identify the Selected Respondent to be recommended to the Board, and will use reasonable efforts to deliver notice to each Respondent who submitted Proposals no later than the business day after posting, although any delay or failure to do so will not extend the Proposal protest period described below.

The Board, in its sole discretion, may either approve, reject, or approve or reject with conditions, the District staff's recommendations. District reserves the right to modify the Proposal criteria outlined in this RFP.

Respondents to this RFP are instructed not to contact elected officials, District staff or members of the Selection Committee regarding the selection process. Efforts to lobby or influence individuals involved in this selection process may, at District's sole discretion, result in dismissal from further consideration.

## **6.5 Right to Protest**

Respondents that the District otherwise determines are responsive and responsible have the right to protest; protests from any other Respondent will not be considered. Any protest must be delivered to the Ironhouse District's Office at 250 Ross Lane, Sebastopol, California 94561, Attn: Chad Davisson, by 4:00 pm of the 7<sup>th</sup> calendar day following District staff's identification of the Selected Respondent to be recommended to the Board, and satisfy the following requirements:

- a. The initial protest must contain a complete statement of the basis for the protest.
- b. The protest must refer to the specific portion of the document that forms the basis for the protest.
- c. The protest must include the name, address, and telephone number of the person representing the protesting party.
- d. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Respondents who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- e. The procedure and time limits set forth in this paragraph are mandatory and are a Respondent's sole and exclusive remedy in the event of a Proposal protest. Respondent's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Proposal protest, including filing a Government Code Claim or legal proceedings. A Respondent may not rely on a protest submitted by another Respondent, but must timely pursue its own protest.

## **6.6 Post Approval Procedures**

The Professional Services Agreement will be finalized promptly following Board approval of a final CONSULTANT. In the event that the approved CONSULTANT fails or refuses to sign a Professional Services Agreement acceptable to the District, District reserves the right to finalize a Professional Services Agreement with another qualified Respondent without undertaking a new RFP process, or exercise any other available right. The time for awarding the contract may be extended by the District.

## **SECTION 7. CONDITIONS GOVERNING THIS RFP**

### **7.1 Confidentiality**

District has made a determination in accordance with Government Code Section 6255 that all Proposals submitted in response to this RFP shall not be made public by District until after District has executed a Professional Services Agreement with the Selected Respondent. In the event a Respondent wishes to claim portions of its Proposal exempt from disclosure under the Public Records Act, it is incumbent upon Respondent to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page, along with a written justification as to why such information should be exempt from disclosure. However, District will make a decision based upon applicable laws.

District shall notify Respondent of any materials or information that District does not believe are entitled to exemption from the Public Records Act, and Respondent shall have five (5) business days from such notice to:

- withdraw its Proposal;
- withdraw such information from its Proposal; or



- withdraw such information and replace it with substituted information for which Respondent does not claim an exemption.

Proprietary or confidential data must be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal. Confidential data is normally restricted to confidential financial information. The Cost of Service and Rate Study 2024 shall not be designated as proprietary or confidential information.

## 7.2 **Insurance for Cost of Service and Rate Study 2024 Study**

As set forth in Professional Services Agreement Exhibit A, insurance coverage shall be at least as broad as:

- 7.2.1 General Liability: FIVE MILLION DOLLARS (\$5,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage.
- 7.2.2 Auto Liability: Owned/Non-owned automobile liability insurance providing combined single limits covering bodily injury liability with limits of no less than ONE MILLION DOLLARS (\$1,000,000.00) per accident and providing property damage liability of no less the ONE MILLION DOLLARS (\$1,000,000.00) per accident.
- 7.2.3 Workers' Compensation Insurance: Workers' Compensation Insurance as required by the Labor Code of the State of California.
- 7.2.4 Professional Liability Insurance: Professional Liability Insurance with a minimum limit of \$5,000,000.00 per claim and in the aggregate.
- 7.2.5 Additional Insured Endorsements: The CONSULTANT shall name the District, the District's board members, and their respective officials, officers, directors, agents and employees as additional insureds on their commercial general liability and automobile insurance policies.

## 7.3 **Applicable Laws/Miscellaneous**

Respondents are required to sign and submit the Authorization, stating their agreement to comply with the following terms and conditions of this RFP:

- a. The Selected Respondent shall maintain professional licenses required by the laws of the State of California at all times while performing Services for the Project.
- b. The Selected Respondent shall comply with the laws of the State of California requiring employers to insure against liability for Worker's Compensation while performing Services for this Project.
- c. All Services shall comply with all statutes, ordinances, regulations, codes, and requirements of all governmental entities, including federal, state, District, and municipal entities, relating to the Project.
- d. This RFP and any resultant Professional Services Agreement shall be governed by the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Solano and the State of California.
- e. All data and information provided by District or referred to in this RFP is furnished for the convenience of interested parties in preparing a Proposal. The Respondent shall defend, indemnify and hold harmless District from any and all liability, claims, or expenses whatsoever, incurred by, or on behalf of, the Respondent's response to this RFP. District expressly disclaims any and all liability for representation or warranties, express or implied, contained in the RFP or any other

written or oral communication transmitted or made available to interested parties, including any errors of omission..

**FORM OF PROFESSIONAL SERVICES AGREEMENT**

**ACCEPTANCE OF FORM OF PROFESSIONAL SERVICES AGREEMENT**

NAME OF RESPONDENT \_\_\_\_\_

The above Respondent hereby agrees to sign Professional Services Agreement substantially similar to the form of Professional Services Agreement attached to the RFP as Exhibit A, or has attached proposed modifications to the form of Professional Services Agreement as an Addendum to this signed Acceptance.

**[Respondent must check one of the following boxes, and complete if applicable]**

- Respondent's proposed modifications to the Professional Services Agreement are attached as Attachment[s] **[complete as applicable]** to this signed Acceptance, pursuant to the "Strikeout" or "Underline" format described in RFP Section 3.1.
- Respondent has no proposed modifications to the Professional Services Agreement.

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

Print Name: \_\_\_\_\_

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

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

**Exhibit C**

**ACKNOWLEDGMENT OF RECEIPT OF RFP FORM**

In acknowledgment of receipt of this Request for Qualifications / Request for Proposal of the Graton Community Services District (“**RFP**”), the undersigned Respondent agrees that it has received a complete copy, beginning with the Title Page and Table of Contents and ending with Exhibit E.

This Acknowledgment of Receipt of RFP Form must be signed and returned to the Project Manager indicated below pursuant to Section 4.1 of the RFP. Only interested parties who elect to return this Acknowledgment of Receipt of RFP Form completed with the indicated intention of submitting a Proposal will be placed on the distribution list for any and all notices regarding the RFP. The name and address provided below will be used for all written correspondence related to the RFP.

Firm: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

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

This entity does /does not  intend to respond to this RFP [check appropriate box].

Respondent must return this signed form to the Project Manager identified in RFP Section 1.2.

**PROPOSAL AUTHORIZATION**

NAME OF RESPONDENT \_\_\_\_\_

1. The above-named Respondent is a Respondent to the Request for Qualifications / Request for Proposals of the Graton Community Services District for professional services to conduct a wastewater rate and cost of service study (“**RFP**”) and possesses the legal authority to submit this Proposal.

2. The undersigned is authorized to conduct all negotiations for and legally bind the Respondent in all matters relating to this Proposal submittal.

3. The undersigned has reviewed, understands, is able to comply with and agrees to be bound by the General Conditions Governing the RFP described in Section 7 of the RFP.

4. The undersigned grants the District a right to conduct reference checks and reasonable investigation of all information provided by Respondent.

5. The undersigned certifies that this Proposal is irrevocable until 120 days after its submission date.

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

Print Name: \_\_\_\_\_

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

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

**ACKNOWLEDGMENT OF ADDENDUM FORM (“ACKNOWLEDGMENT”)**

TO THE GRATON COMMUNITY SERVICES DISTRICT

THIS ACKNOWLEDGMENT IS SUBMITTED BY:

---

(Firm/Company Name)

1. In submitting this Proposal, Proposer represents that the Proposer has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

<b>Addendum Number</b>	<b>Addendum Date</b>	<b>Signature of Proposer</b>