

EAST BAY MUNICIPAL UTILITY DISTRICT

REQUEST FOR PROPOSAL (RFP) No. INF 009 for HYDRAULIC MODEL AND CALIBRATION

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For complete information regarding this project, see RFP posted at <https://www.ebmud.com/business-center/requests-proposal-rfps/> or contact the EBMUD representative listed above. Please note that prospective proposers are responsible for reviewing this site during the RFP process, for any published addenda regarding this RFP.

RESPONSE DUE

by

4:00 p.m.

on

Thursday, April 30, 2020

Via email at

To: christopher.dinsmore@ebmud.com

~~EBMUD, Purchasing Division~~

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EAST BAY MUNICIPAL UTILITY DISTRICT

RFP

for

HYDRAULIC MODEL AND CALIBRATION (INF 009)

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ATTACHMENTS

EXHIBIT A - RFP RESPONSE PACKET

EXHIBIT B - INSURANCE REQUIREMENTS

EXHIBIT C - CONSULTING AND PROFESSIONAL SERVICES AGREEMENT

EXHIBIT D - IRAN CONTRACTING ACT CERTIFICATION

I. STATEMENT OF WORK

A. SCOPE

It is the intent of these specifications, terms, and conditions to describe the required services for hydraulic and hydrologic modeling, calibration, and reporting. These services will be utilized as part of East Bay Municipal Utility District's (DISTRICT) efforts to comply with its Wet Weather Consent Decree through the elimination of discharges from the DISTRICT's three Wet Weather Facilities (WWF) by the year 2036.

The DISTRICT intends to award a two-year contract (with three additional one-year options at the DISTRICT's discretion) to the Proposer who best meets the DISTRICT's requirements.

B. BACKGROUND

The regional wastewater collection system consists of components from the DISTRICT and seven Satellite Agencies (the Cities of Alameda, Albany, Berkeley, Emeryville, Oakland, and Piedmont, plus Stege Sanitary District, which serves El Cerrito, Kensington and Richmond Annex). Each Satellite owns and operates its own wastewater collection system that collects wastewater generated in these communities, and conveys the flows to the DISTRICT's Interceptor System. The Interceptor System then conveys the flows to the Main Wastewater Treatment Plant (MWWTP) for treatment. Treated effluent from the MWWTP is discharged through an outfall located near the eastern span of the San Francisco-Oakland Bay Bridge.

Figure 1 shows the DISTRICT's service area, the boundaries of the Satellites, and the location of conveyance and treatment facilities. The DISTRICT's Interceptor System includes approximately 29 miles of gravity sewers, 8 miles of force mains, and 15 pump stations; the Satellite collection systems include approximately 1,600 miles of sewers (gravity and force mains) and numerous pump stations.

During significant precipitation events, excessive amounts of rain and groundwater improperly enter the collection system through multiple avenues, such as direct illicit connections such as a roof leader being connected to a private sewer lateral and indirect connections such as offset joints or cracks in a sanitary sewer main. Currently, during larger storm events, the MWWTP is relieved by, and primary treatment is provided at the DISTRICT's WWFs, located at Point Isabel, Oakport, and San Antonio Creek.

In September 2014, the DISTRICT and the seven Satellites entered into a Consent Decree that requires collective efforts which result in the elimination of discharges from the DISTRICT's three WWFs by 2036 as determined by the results of a calibrated hydrologic and hydraulic model (Flow Model). The Consent Decree required the development and

approval of a Flow Model Calibration Plan, Attachment B. The Flow Model Calibration Plan describes the procedures to be followed for the annual update and calibration of the DISTRICT's Flow Model. The resulting scope of work from this RFP is intended to cover the tasks specified in the Flow Model Calibration Plan and as required by the Consent Decree.



Figure 1. DISTRICT Service Area, Satellite Boundaries, and Facilities

The Consent Decree requires that the Flow Model is updated and conservatively calibrated annually. Following calibration, prescribed conditions are utilized for determining the volume discharging from each of the three WWFs. These volumes are then compared against the volume discharged from a previously established baseline condition to assess the amount of I&I reduction which has been achieved. The volume discharged from each facility is then measured against benchmarks established in the Consent Decree. Lastly, the DISTRICT has presented the results of the modeling effort to multiple crowds, including both technical and non-technical attendees.

C. HYDROLOGIC/HYDRAULIC MODEL HISTORY

The current Flow Model is comprised of two computational engines. The hydrologic engine for the Flow Model is Program for Infiltration/Inflow Continuous Simulation (PICS). PICS calculates the contributory hydrographs for all captured wastewater, groundwater and stormwater flows within the regional collection system. The output hydrographs from PICS are then entered into the hydraulic engine, currently Innovyze's InfoSWMM, for calculating the conveyance of the hydrographs through the modeled component of the regional collection system. InfoSWMM is a GIS-based dynamic

hydraulic model that utilizes the public-domain U.S. EPA SWMM hydraulic computational engine.

The Flow Model includes approximately 39 miles of interceptors and a selected 26 miles of key Satellite sewer mains, eleven pump stations, and the treatment and storage facilities at the MWWTP and the three WWFs. The Satellite sewer mains included are based on their elevations relative to the interceptors and the likelihood that they would be affected by interceptor surcharging. In addition, Satellite sewer mains receiving flow diverted from other sewer mains or interceptors were included along with the associated diversion structures. A key feature of the Flow Model is the representation of wet weather operations through the use of real-time control logic. Wet weather operations consist of diverting flow to the WWFs and draining flow back to the interceptor as available to maintain interceptor water levels within acceptable limits. This is done by the throttling of pump stations and diversion gates based on depth readings at several water level monitors.

Initial calibration of the Flow Model was performed utilizing data collected during the rainy season of 2010-2011 and 2011-2012, including the flows and depths of 115 temporary flow meters, plus data from permanent monitors in the DISTRICT's facilities including pump stations, the MWWTP, the three WWFs, and level monitoring stations within the Interceptor system. Pipe friction factors and minor head losses associated with manhole entry/exit and local constrictions (changes in the interceptor size and/or cross-section shape at utility crossings) were adjusted in the model calibration process. Sediment levels observed during an interceptor inspection program performed in April 2010 were input to the model prior to calibration to improve accuracy.

Annual recalibration, as required by the Consent Decree, has been performed over the past five years. The annual model update and calibration efforts has been performed using varying scales of information, ranging from individual Interceptor Tributary Areas (ITAs), which represent all flows captured upstream of a tap to the DISTRICT's interceptor, to grouped scaling for all flows tributary to a DISTRICT facility, such as a pump station or WWF.

D. PROPOSER QUALIFICATIONS

To be considered for this project, CONSULTANT must complete the Qualifications Summary Form (included in Exhibit A). For all projects listed in the Qualifications Summary Form, CONSULTANT must clearly indicate either the lead firm or sub-contractor which has the required experience and a project description must be included to show how it demonstrates the required experience. The referenced experience must show successful (i.e., completed work within time and budget constraints meeting or exceeding expectations) completion of the element of a project involving the discipline.

Information provided in the Qualifications Summary Form, key personnel resumes, and the Description of Proposed Services may all be utilized by the DISTRICT in evaluating and comparing the qualifications of each proposing Project Team. The adequacy of a CONSULTANT's response to the requested information will be evaluated by the DISTRICT. If information is deemed insufficient to meet the minimum requirements, no further review of the submitted documents will be conducted and the proposal will not be considered further.

CONSULTANT minimum qualifications are as follows:

1. Lead Firm

- a. The lead firm shall oversee the project, be responsible for the successful completion of the work, and coordinate the work of all its sub-consultants, if applicable.
- b. The lead firm must provide information that demonstrates its experience as a prime or major sub-consultant on projects of similar type, size, and complexity as the one under consideration.
- c. The lead firm should provide at least three project references, at minimum, with the following minimum requirements:
 - (1) Utilized hydrologic and hydraulic modeling, with emphasis on separate sewer systems;
 - (2) Included use of a fully dynamic hydraulic model calibrated to flow monitoring data;
 - (3) Have a minimum fee of \$200,000 for each referenced project; and
 - (4) Have occurred within the past five years.
- d. The lead firm shall indicate the relevance of the projects to this proposed scope of work, and emphasize the experience of the specific individuals proposed to do the work. The lead firm shall specify which projects, if any, are due to regulatory requirements, in particular consent decrees. The project team shall include, though is not limited to, the appropriate personnel capable of performing all required project tasks, including management, technical leads and support, appropriate oversight and review, and technical editing and publishing.
- e. The Lead Firm shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.

2. Project Manager

- a. The Project Manager will be the primary client contact and is responsible for the management of the project and for ensuring that the project performs within the agreed upon scope, schedule, and budget.

- b. Information regarding the Project Manager's qualifications and experience (both technical and managerial) shall be provided.
 - c. The Project Manager must have demonstrated strong project management and organization skills, contract management abilities, and effective communication and interpersonal skills.
 - d. The Project Manager must meet the minimum qualifications, as follows:
 - (1) An employee of the lead firm;
 - (2) A minimum of 10 years of relevant experience;
 - (3) Successful experience managing at least three wet weather management studies involving modeling within the past seven (7) years, with a minimum fee of \$200,000; and
 - (4) Work on at least one additional wet weather management study involving modeling within the past 10 years, with a minimum fee of \$100,000.
 - e. The Project Manager shall have competency in the following areas:
 - (1) Wet weather management studies;
 - (2) Dynamic hydrologic/hydraulic modeling;
 - (3) Analysis of flow and I&I data for large wastewater collection systems; and
 - (4) Wet weather management programs driven by regulatory enforcement orders.
3. Project Team
- a. The project team may consist of staff from the lead firm and from other consulting firms with expertise in specific areas (sub-consultants).
 - b. The proposal should clearly identify key personnel and Subject Matter Experts with commitments of availability to work on the project to ensure that all prescribed deadlines are met.
 - c. The project team should provide at least two reference projects relating to **dynamic hydrologic and hydraulic modeling of sewer systems**, at minimum, with the following minimum requirements:
 - (1) At least two reference projects;
 - (2) One project must be completed in the last 5 years, and one project must include the use of hydrologic and hydraulic sewer system modeling with continuous simulations over multiple storms events;
 - (3) At minimum, one Subject Matter Expert with at least five years of experience; and
 - (4) Have a minimum fee of \$75,000 for each referenced project.

- d. The project team should provide at least two reference projects relating to the development and utilization of **gauge-adjusted radar rainfall data or similar**, at minimum, with the following minimum requirements:
 - (1) At least two reference projects;
 - (2) At minimum, one Subject Matter Expert with at least five years of experience; and
 - (3) Have occurred within the past five years.
 - (4) No minimum fee is required for referenced projects.
- e. The key personnel should have at least 5 years of experience in their discipline of expertise. One individual may be the Subject Matter Expert for more than one of the listed areas, or the Team Project Manager may serve as a Subject Matter Expert.

E. SPECIFIC SCOPE AND REQUIREMENTS

Under this RFP, the selected CONSULTANT will perform tasks necessary to perform an annual Flow Model Calibration and prepare annual Flow Model Calibration and Output Test Reports, as required by the Consent Decree. All work shall be performed in accordance with the requirements of the Consent Decree and as described by the Flow Model Calibration Plan; electronic copies of both documents are available for download at <https://sfeybaywwintdef.egnyte.com/fl/y6QvH8aiBi>. Any updates to the Flow Model Calibration Plan will be provided to the successful bidder, if applicable. The DISTRICT wishes to engage the CONSULTANT's creative and innovative capabilities in the successful completion of this complex project.

The required tasks, scope, and respective deliverables include:

Task 1. Obtain and Process Flow, Level, and Rainfall Data

CONSULTANT shall request from the DISTRICT the specific flow, level, and rainfall data required to perform the Flow Model calibration for the preceding rainy season, covering the period from the first rainfall event in the previous fall through April 30th of the current year. The following data should be obtained, as available and appropriate:

- MWWTP influent, effluent, secondary bypass, and flow into and out of storage;
- Water levels recorded at all level monitoring stations;
- Pump station discharges and wet well levels;
- Influent, effluent, and storage levels for Point Isabel, Oakport, and San Antonio Creek WWFs;
- Overflows at all overflow structures;

- ITA-scale flow monitoring data;
- Rainfall records from available recording rain gauges in the the DISTRICT's wastewater service area, including previously developed gage-adjusted radar rainfall (GARR) from the previous fiscal year's work; and
- Consumptive water records by parcel.

CONSULTANT shall review and assess the flow, level, and rainfall data for completeness, resolve any issues, and store the relevant information in a format to facilitate comparisons to modeled data. The amount of ITA-scale flow monitoring data will vary annually under this contract. The DISTRICT has approximately 200 temporary flow meters deployed for the 2019-2020 rainy season; the DISTRICT will likely have a similar number of flow meters for the 2020-2021 rainy season. Some of those flow meters are utilized for capturing flows at the ITA-scale as well as at key boundary locations, thereby allowing for an enhanced understanding for the variable I&I capture rates throughout the regional collection system.

DELIVERABLES

Data requests; QA/QC data sets

Task 2. Update Flow Model

CONSULTANT shall obtain from the DISTRICT and review the available information on work performed by the DISTRICT and Satellites for all work completed since the most previous update (e.g., miles of pipe rehabilitated, number of laterals addressed, inflow sources identified and corrected). Satellite work will be dated by the half-fiscal year (July-December or January-June) and will be provided in either GIS format or identified by the ITA in which the work was performed. CONSULTANT shall use the data to update the Flow Model.

CONSULTANT shall also update base wastewater flows for selected ITAs using current consumptive water records by parcel. The update shall compare available winter water consumption provided for the period of January and February against previous consumptive records to assess if any adjustment to the base wastewater flows is necessary. CONSULTANT shall also review monthly average MWWTP influent data and further apply global percentage adjustments to previous dry weather flows if needed to reflect any system-wide trends in wastewater generation.

DELIVERABLES

Model input files for yearly model calibration scenarios

Task 3. Perform Continuous Stimulations

CONSULTANT shall identify key events for further analysis based on the size of the event and the magnitude of the discrepancy between observed and simulated flows. Those events shall be studied in more detail to better understand the reasons for the discrepancies and to determine if changes to the operating rules in the model and/or scaling factors could lead to an improved calibration. Any changes to the operating rules and/or scaling factors will be discussed and documented with the DISTRICT before these changes to the model are made. Following the study of key events, CONSULTANT shall incorporate any agreed-upon changes and repeat the continuous simulation for the entire wet season.

CONSULTANT shall run a continuous hydrologic simulation for the entire wet weather season, including all storms and dry periods between storms, establishing and refining antecedent soil moisture conditions prior to each storm. Use the ITA-specific adjusted base wastewater flows and I&I parameters based on the estimated cumulative I&I reduction since the 2009-2011 Flow Model calibration. CONSULTANT shall input the flows from the hydrologic model to hydraulic model and route the flows through the Interceptor System. CONSULTANT shall compare the results of these simulations to monitored flows and levels at the MWWTP, WWFs, and level monitoring stations for each storm event. CONSULTANT shall determine separate “scaling factors” for the North and South (including Alameda Interceptor) Interceptors that result in the best match to measured total annual flow volumes during storms (sum of flows reaching the MWWTP and all three WWFs). The purpose of the scaling factors is to adjust the predicted I&I reductions to better match the observed flow volumes (similar to migration factors), and thereby estimate actual I&I reduction achieved.

CONSULTANT shall compile statistics on the differences between observed and simulated flows discharged from the MWWTP and WWFs on the complete system and on each facility, for both the entire wet weather season and on a storm-by-storm basis.

DELIVERABLES

Technical Memorandum presenting summary calibration statistics and graphics of results for initial and final simulations, including a description of the scaling factors and operating rules

Task 4. Calibrate Flow Model and Operational Parameters

CONSULTANT shall determine, through additional Flow Model runs, a set of calibration factors that scale the initial ITA I&I reduction estimates to the observed wet weather flows at the MWWTP, the WWFs, and any other available relevant monitoring locations. At a minimum, two factors will be applied, one for the North Interceptor and one for the

South Interceptor. Additional factors pertaining to ITAs or groups of ITAs may be applied if justified based on the available observed flow and level data.

Pursuant to the requirements of the Consent Decree, the final calibration factors must result must simulate seasonal I&I volumes that are greater than or equal to the observed seasonal I&I volumes at the MWWTP and the three WWFs.. In most instances, this requirement will cause the model to conservatively underestimate the amount of I&I reduction actually achieved when the WWF Output Tests are performed.

The final calibration factors will be determined based on the seasonal flow volumes (sum of all storms) at the four treatment facilities. However, the actual measured discharges from each WWF during any specific storm event are a function of both system-wide flows and the details of how the WWFs were operated during that event. Operators may control the facilities differently during different events if doing so can help reduce WWF discharges and/or reduce the risk of an overflow. An example of that would be a situation where the operators use knowledge of recent and predicted rainfall and/or rate of change of water levels to be more or less conservative with WWF operations. The current Flow Model, on the other hand, applies a standard set of operating rules based on water level set points.

To address this issue, CONSULTANT shall perform an interview of appropriate DISTRICT personnel regarding typical operating conditions as well as the actual operations for selected storm events in which deviation from the typical operating conditions occurred. The calibration process will include assessing the impact of operational variations on calibration accuracy, and modify the operating rules and set points in the Model where doing so is technically feasible and would improve the Flow Model's ability to better reflect actual operations. The future Output Ratio benchmarks for WWF discharges included in the Consent Decree assume future changes in operating set points that are predicted to become feasible in the future as I&I is reduced. Therefore, it is important that the calibration process reflect these operating changes as they occur over time.

In some cases, it may be appropriate to disregard certain monitoring data or even entire consideration of one or more storm events in the calibration process. In those cases, the calibration shall not be carried out in a manner that reduces the ability of the Flow Model to accurately predict flow volumes from storms of a magnitude similar to the December 5, 1952 storm event used for computing Output Ratios and Output Tests.

Paragraphs 38(b)(v) and 149 of the Consent Decree describes the annual Flow Model calibration.

DELIVERABLES

Model input files for each year's model calibration scenario, recommendations on formats for future data delivery

Task 5. Compute WWF Output Ratios

Using the parameters from the final calibration, CONSULTANT shall run the calibrated Flow Model for the December 5, 1952 storm event using operating rules and set points, based on current operating procedures, appropriate for that event. CONSULTANT shall determine the discharge volume from each of the three WWFs for the December 5, 1952 storm (Output Test), and compare those volumes to the baseline discharge volumes to compute an Output Ratio for each WWF.

CONSULTANT shall develop volume ratios for each WWF and the MWWTP, which is determined as the total volume arriving to a facility, thereby allowing for an assessment of the efficacy of the rehabilitation work performed to date.

CONSULTANT shall also run a modified version of the calibrated model, utilizing the groundwater conditions from the baseline condition. Similarly, CONSULTANT shall determine Output Ratios and volume ratios for each facility under this condition; the results of this model simulation are intended to provide an assessment of the impacts of the variable climatological conditions which have been experienced. The previous five annual calibration efforts have included one of the driest four-year stretches on record, as well as one of the wettest years on record.

DELIVERABLES

Results of annual output test compared to projected discharges, and the resulting Output Ratios and volume ratios for both the calibrated and groundwater-normalized conditions

Task 6. Prepare Annual Flow Model Calibration and Output Test Report

CONSULTANT shall prepare a report documenting calibration and output testing.

The portion of the report related to calibration shall summarize the data and process used to calibrate the Flow Model, and that meets the requirements of Paragraphs 149 and 38(b)(vi) of the Consent Decree. The results of the calibration will include comparisons of the simulated and observed discharges (including both MWWTP and WWF discharges) for the entire wet weather season and for each storm that resulted in discharges from at least one WWF. The report will describe the reasons for any major discrepancies between simulated and observed discharges for specific events, and how those events were considered in the calibration process.

The portion of the report related to the output testing shall summarize the data and process used to compute the Output Ratios, and that meets the requirements of Paragraphs 150 and 38(b)(vii) of the Consent Decree. The WWF Output Ratio and Output Test results shall include:

- Annually calculated Output Ratio for each WWF;
- A three-year average Output Ratio for the three most recent years for each WWF;
- A graphic representation for each WWF comparing actual Output Ratio for each year to date against the anticipated Output Ratio for each year of the Consent Decree;
- Discussion of whether the work completed in the fiscal year, including sewer main repair or rehabilitation, and inflow and rapid infiltration source elimination, resulted in the anticipated I&I reductions;
- Observations of trends and the likelihood of meeting the benchmarks or discharge elimination deadlines;
- Descriptions of changes to any assumption in the Flow Model that are anticipated for the coming fiscal year; and
- The results of any mid-course check-in or compliance WWF Output Test performed during the reporting period. Those tests consist of comparing the current three-year average Output Ratio at the WWF to the established mid-course benchmarks, or comparing the latest Output Ratio to zero (compliance).

CONSULTANT shall prepare a Draft Flow Model Calibration and Output Test Report for review and approval, including an executive summary written explicitly for a non-technical audience. Following review by the DISTRICT, CONSULTANT shall prepare a Final Flow Model Calibration and Output Test Report incorporating the DISTRICT's comments. At the direction of the DISTRICT, CONSULTANT shall also respond to comments by the Plaintiffs and revise the Report, if required.

The DISTRICT will provide a reference copy of the submitted FY19 report to the selected CONSULTANT.

DELIVERABLES

Draft, Final, and Revised Final Flow Model Calibration and Output Test Reports

Task 7. Obtain Gauge-Adjusted Radar Rainfall (GARR) Data or Similar

CONSULTANT shall review available rain gauge records and identify periods of significant rainfall during the wet season which will be used in the Flow Model calibration.

CONSULTANT shall either develop or procure and coordinate with a qualified sub-consultant to obtain 15-minute interval for spatially accurate precipitation data, such as GARR data or similar for all significant rainfall periods.

The data shall be provided in a geospatial environment including the following conditions:

- by 1 kilometer (km) x 1 km grid;
- by interceptor tributary area (ITAs) boundaries to be provided by DISTRICT; and
- by 25-acre boundary sets, to be provided by DISTRICT.

CONSULTANT shall process the data to determine the precipitation which occurred in each ITA; this data will be used by the CONSULTANT for the annual Flow Model calibration.

For the FY20 calibration, GARR data will be provided by DISTRICT; the data was developed under the previous flow modeling contract.

CONSULTANT will be responsible for the procurement of GARR data or similar during the second half of each fiscal year for which the contract is active. For example, the initial FY20 effort will include the development of GARR data or similar during FY20 which would be used with the FY20 Flow Model Update and Calibration efforts which will occur in FY21.

DELIVERABLES

Procure GARR data; identify calibration periods; prepare GARR report and data files

Task 8. Project Management and Meetings

CONSULTANT shall:

- Prepare a project work plan document that includes project guidelines, contact information for all key players, and scope, schedule, and budget documents.
- Submit monthly invoices and progress reports that document work completed during the month, costs and percentage of work completed to-date by subtask, and any deviations from the approved budget and schedule.
- Conduct monthly conference calls between CONSULTANT and DISTRICT project manager(s), with additional participants as appropriate. CONSULTANT is responsible for provided meeting minutes within one week of holding a monthly call. Minutes, at a minimum, shall summarize key decisions and work assignments.
- Attend at least two project management meetings at DISTRICT offices per year of Contract. Provide agendas and minutes of all meetings.

- Present a summary of findings of the annual Output Ratio determinations to appropriate parties, as determined by DISTRICT. The FY20 presentation is tentatively scheduled for December 16, 2020. Prior to the meeting, CONSULTANT will develop a draft presentation for review and comment by DISTRICT.
- Perform ongoing project management activities including monitoring budget and schedule, coordinating with the project team including sub-consultants, implementing quality control procedures, and maintaining electronic project files.

DELIVERABLES

Project work plan, monthly invoices and progress reports, monthly conference call email summaries, agenda and minutes for project management meetings

Task 9. DISTRICT Option: Support for Revised Work Plan

In the event that one or more of the WWFs do not meet either the benchmarks established in Paragraph 133.1 and are outside of the 20% allowance provided in Paragraph 125, a Performance Evaluation Plan (PEP) may be implemented. In the event that a PEP is implemented for one or more of the WWFs, CONSULTANT shall incorporate appropriate information collected as part of the PEP into the Flow Model. As some information collected as part of a PEP implementation may be for portions of the regional collection system which is not explicitly modeled, CONSULTANT will be required to perform necessary efforts to separate localized system responses from those aggregated for the Flow Model. Additionally, CONSULTANT shall support the development of a Revised Work Plan (RWP), consistent with the information provided in the Consent Decree's definition for a RWP.

A placeholder for approximate hours will be utilized for DISTRICT-optional task. In the event a PEP is implemented, CONSULTANT will provide an estimate of labor necessary following a review of the approved PEP by the EPA, once it is available. The estimate will be for the incorporation of all relevant data collected as part of the PEP implementation as well as that developed by DISTRICT under the Regional Technical Support Program.

If a PEP is to be implemented, it will begin collecting information either in December 2022 or December 2023, dependent upon options available as described in Paragraph 125 and Paragraph 126, and continue for two rainy seasons. A draft Revised Work Plan will be submitted to the Satellites no later than seven month after the end of the second complete rainy season of PEP implementation, consistent with Paragraph 129b.

DELIVERABLES

To be determined

Task 10. DISTRICT Option: Independent Review of Additional Data

At the DISTRICT's discretion, CONSULTANT will be required to review provided information regarding the regional wastewater collection system. The information may be temporal, such as that collected from flow meters, level sensors or pump run-time information. Additionally, the information may document other aspects of the regional collection system, such as system attributes (pipe material, age, diameter) and system connectivity (from manhole to manhole identification for pipes). The CONSULTANT, utilizing their expertise, shall review the provided information, as well as available information related to the physical constraints where the data was collected, and assess the accuracy of the available information as it relates to stated flows or flow pathways. The flow data provided will have captured the velocity and depth, while the consultant in charge of the flow metering task additionally determines the flow rates occurring at the metered location. The CONSULTANT will review the provided information to assess whether there is need to modify the flow rates based on an independent analysis of the scatterplots of the velocity/depth relationship and to revise upstream pathways to appropriately represent the actual collection area.

A placeholder for approximate hours will be utilized for DISTRICT-optional task. In the event this task is implemented, CONSULTANT will provide an estimate of labor necessary following a review of the scale of the information to be reviewed

DELIVERABLES

To be determined

Task 11. Support for Satellite Agencies

CONSULTANT shall be available to assist any Satellite agency at their request and at their own expense, to communicate on any topic and/or to perform analysis using the Flow Model (Consent Decree paragraph 28c and its subsections). CONSULTANT shall notify DISTRICT of communication occurring with a Satellite agency, if not initiated via DISTRICT, and DISTRICT may participate in any such communication at its discretion. If requested by a Satellite agency, CONSULTANT shall provide both a schedule and cost estimate for work requested by a Satellite to both the Satellite and DISTRICT. If directed to proceed by a Satellite for requested work following a review of schedule and budget, CONSULTANT shall receive a notice to proceed from DISTRICT. DISTRICT will provide the notice to proceed following the deposit of necessary funds from a Satellite agency to DISTRICT. If either a Satellite requests additional work or modification(s) to the scope or the CONSULTANT determines additional work is necessary for completion of the work and a Satellite agrees to fund the work AND the result is an increase in the total amount of work above that already authorized by DISTRICT, CONSULTANT shall request an

increase in the amount of work authorized and DISTRICT will provide the authorization following the review of available funds by the Satellite.

DELIVERABLES

To be determined

Task 12. Additional Services

CONSULTANT shall perform additional services not already identified in the tasks above, as requested by DISTRICT. Services may include, but are not limited to, providing training to DISTRICT staff on the hydrologic and hydraulic model, and supporting Consent Decree implementation and/or DISTRICT's asset management and capital improvement programs. DISTRICT will authorize CONSULTANT to perform specific work in Notice(s) to Proceed issued pursuant to this agreement. Upon the request of DISTRICT, CONSULTANT will prepare a scope and budget for any agreed-upon services.

DELIVERABLES

To be determined

II. CALENDAR OF EVENTS

This project is scheduled to start in July 2020 and will conclude in June 2022, with the possibility of up to three one-year contract extensions, as determined by DISTRICT. DISTRICT has established the following preliminary schedule for this procurement and selection process.

DATE	EVENT
March 26, 2020	RFP Issued
April 3, 2020	Deadline to Submit Questions
April 10, 2020	DISTRICT response to questions/ issue Addenda
April 30, 2020 4:00 p.m.	Proposals due
Week of May 11, 2020	Interviews (if held)
June 9, 2020	Anticipated Award of Contract
July 1, 2020	Anticipated Contract Start Date

Note: All dates are subject to change by the DISTRICT.

The identified workflow for this project is as follows:

DATE	EVENT
Required Tasks:	
July – December 2020	FY20 Flow Model Update, Calibration and Output Testing
December 2020-April 2021	Development of GARR data for FY21
July –December 2021	FY21 Flow Model Update, Calibration and Output Testing
December 2021 – April 2022	Development of GARR data for FY22
DISTRICT Optional Tasks:	
July – December 2022	FY22 Flow Model Update, Calibration and Output Testing
December 2022-April 2023	Development of GARR data for FY23
July – December 2023	FY23 Flow Model Update, Calibration and Output Testing
December 2023-April 2024	Development of GARR data for FY24
July – December 2024	FY24 Flow Model Update, Calibration and Output Testing
December 2024-April 2025	Development of GARR data for FY25
December 2022-June 2024	Support for Revised Work Plan, if PEP implemented

The DISTRICT has prepared the following project schedule in order to meet Consent Decree deadlines. In the event that the DISTRICT utilizes its first one-year options to extend the work under this project, the schedule for FY22 shall adhere to the schedule also prescribed in the following table.

DATE	DELIVERABLE
July 15, 2020	FY20 Satellites provide information to CONSULTANT for Flow Model Calibration
September 30, 2020	FY20 Annual Flow Model Calibration Completed
October 20, 2020	FY20 Annual Flow Model Calibration and Output Test Report – Draft Due
November 13, 2020	FY20 Annual Flow Model Calibration and Output Test Report – comments to draft provided by DISTRICT
December 4, 2020	FY20 Annual Flow Model Calibration and Output Test Report – Final Due
July 15, 2021	FY21 Satellites provide information for Flow Model Calibration
September 30, 2021	FY21 Annual Flow Model Calibration Completed
October 20, 2021	FY21 Annual Flow Model Calibration and Output Test Report – Draft
November 12, 2021	FY21 Annual Flow Model Calibration and Output Test Report – comments to draft provided by DISTRICT
December 3, 2021	FY21 Annual Flow Model Calibration and Output Test Report – Final Due
May 2, 2022	FY22 Satellites provide information for Flow Model Calibration
July 15, 2022	FY22 Annual Flow Model Calibration Completed
August 5, 2022	FY22 Annual Flow Model Calibration and Output Test Report – Draft
August 26, 2022	FY22 Annual Flow Model Calibration and Output Test Report – comments to draft provided by the DISTRICT
September 16, 2022	FY22 Annual Flow Model Calibration and Output Test Report – Final Due

Note: All dates are subject to change by the DISTRICT

In the event the DISTRICT elects to utilize either of its two remaining one-year schedules, the future schedule shall be consistent with that presented above for FY20 and FY21 calibration efforts,

Proposers are responsible for reviewing <http://ebmud.com/business> for any published addenda. Hard copies of addenda will not be mailed out.

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

A. RFP ACCEPTANCE AND AWARD

1. RFP responses will be evaluated by the Selection Committee and will be scored and ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
2. The Selection Committee will recommend award to the Proposer who, in its opinion, has submitted the RFP response that best serves the overall interests of the District. Award may not necessarily be made to the Proposer with the lowest overall cost.
3. The DISTRICT reserves the right to award to a single or to multiple Professional Service Providers, dependent upon what is in the best interest of the District.
4. The DISTRICT has the right to decline to award this contract or any part of it for any reason.
5. Any specifications, terms, or conditions issued by the DISTRICT, or those included in the Proposer's submission, in relation to this RFP, may be incorporated into any purchase order or contract that may be awarded as a result of this RFP.
6. Award of contract. The DISTRICT reserves the right to reject any or all proposals, to accept one part of a proposal and reject the other, unless the proposer stipulates to the contrary, and to waive minor technical defects and administrative errors, as the interest of the DISTRICT may require. Award will be made or proposals rejected by the DISTRICT as soon as possible after proposals have been opened.

B. EVALUATION CRITERIA/SELECTION COMMITTEE

All proposals will be evaluated by a Selection Committee. The Selection Committee may be composed of DISTRICT staff and other parties that have expertise or experience in this type of procurement. The Selection Committee will select a Proposer in accordance with the evaluation criteria set forth in this RFP. The evaluation of the RFP responses shall be within the sole judgment and discretion of the Selection Committee.

The Selection Committee will evaluate each RFP response meeting the qualification requirements set forth in this RFP. Proposer should bear in mind that any RFP response that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the DISTRICT's requirements as set forth in this RFP.

RFP responses will be evaluated and scored according to the Evaluation Criteria below, and scored according to a zero to five-point scale. The scores for all Evaluation Criteria will then be added to arrive at a weighted score for each RFP response. An RFP response with a high weighted total will be ranked higher than one with a lesser-weighted total.

The Evaluation Criteria are as follows:

	Evaluation Criteria
A.	<p>Cost:</p> <p>The points for Cost will be computed by dividing the amount of the lowest responsive RFP response received by each Proposer's total proposed cost.</p> <p>While not reflected in the Cost evaluation points, an evaluation may also be made of:</p> <ol style="list-style-type: none"> 1. Reasonableness (i.e., does the proposed pricing accurately reflect the Proposer's effort to meet requirements and objectives?); 2. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and 3. Affordability (i.e., the ability of the DISTRICT to finance this project). <p>Consideration of price in terms of overall affordability may be controlling in circumstances where two or more RFP responses are otherwise judged to be equal, or when a superior RFP response is at a price that the DISTRICT cannot afford.</p>
B.	<p>Implementation Plan and Schedule:</p> <p>An evaluation will be made of the likelihood that the Proposer's implementation plan and schedule will meet the DISTRICT's schedule. Additional credit will be given for the identification and planning for mitigation of schedule risks which the Proposer believes may adversely affect any portion of the DISTRICT's schedule.</p>
C.	<p>Relevant Experience:</p> <p>RFP responses will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Do the individuals assigned to the project have experience on similar projects? 2. Are résumés complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires? 3. How extensive is the applicable education and experience of the personnel designated to work on the project?

D.	References (See Exhibit A – RFP Response Packet): If a short list process is used for a solicitation, references are only performed on the shortlisted Proposers and the score for reference checks is not included in the preliminary short list score.
E.	Oral Presentation and Interview: The oral interview may consist of standard questions asked of each of the Proposers and specific questions regarding the specific RFP response.
F.	Understanding of the Project: RFP responses will be evaluated against the RFP specifications and the questions below: <ol style="list-style-type: none"> 1. Has the Proposer demonstrated a thorough understanding of the purpose and scope of the project? 2. How well has the Proposer identified pertinent issues and potential problems related to the project? 3. Has the Proposer demonstrated that it understands the deliverables the DISTRICT expects it to provide? 4. Has the Proposer demonstrated that it understands the DISTRICT's time schedule and can meet it?
G.	Methodology: RFP responses will be evaluated against the RFP specifications and the questions below: <ol style="list-style-type: none"> 1. Does the methodology depict a logical approach to fulfilling the requirements of the RFP? 2. Does the methodology match and contribute to achieving the objectives set out in the RFP? 3. Does the methodology interface with the DISTRICT's time schedule?
H.	Contract Equity Program: Proposer shall be eligible for SBE or DVBE preference points if they are a certified small business entity, as described in the guidelines contained in Exhibit A-Contract Equity Program, <u>and</u> they check the appropriate box, requesting preference, in Exhibit A-Proposer Information and Acceptance. Qualified DVBEs and/or SBEs will receive an additional 5 points to their total score.

C. PRICING

1. Prices quoted shall be firm for the first twenty-four (24) months of any contract that may be awarded pursuant to this RFP.
2. All prices quoted shall be in United States dollars.

3. Price quotes shall include any and all payment incentives available to the DISTRICT.
4. Proposers are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and extended price.

D. NOTICE OF INTENT TO AWARD AND PROTESTS

At the conclusion of the RFP response evaluation process, all entities who submitted a proposal package will be notified in writing by e-mail ~~or USPS mail~~ with the name of the Proposer being recommended for contract award. The document providing this notification is the Notice of Intent to Award.

Negotiations for a Consulting Services Agreement with a “not to exceed” contract price (for time and expenses) will be scheduled shortly after the Notice of Intent to Award. If an Agreement cannot be achieved, the District will proceed to negotiate with the next highest ranked Proposer.

Protests must be in writing and must be received no later than seven (7) work days after the DISTRICT issues the Notice of Intent to Award. The DISTRICT will reject the protest as untimely if it is received after this specified time frame. Protests will be accepted from proposers or potential proposers only.

If the protest is mailed and not received by the DISTRICT, the protesting party bears the burden of proof to submit evidence (e.g., certified mail receipt) that the protest was sent in a timely manner so that it would be received by the DISTRICT within the RFP protest period.

Proposal protests must contain a detailed and complete written statement describing the reason(s) for protest. The protest must include the name and/or number of the proposal, the name of the firm protesting, and include a name, telephone number, email address and physical address of the protester. If a firm is representing the protester, they shall include their contact information in addition to that of the protesting firm.

Protests must be mailed, hand delivered, or emailed to the Manager of Purchasing, Mailstop 102, East Bay Municipal Utility District, 375 Eleventh Street, Oakland, CA 94607 or P.O. Box 24055, Oakland, California 94623. Facsimile and electronic mail protests must be followed by a mailed or hand delivered identical copy of the protest and must arrive within the seven work day time limit. Any proposal protest filed with any other DISTRICT office shall be forwarded immediately to the Manager of Purchasing.

In the event that the protest is denied, the protester can appeal the determination to the requesting organization's Department Director. The appeal must be submitted to the Department Director no later than five work days from the date which the protest determination was transmitted by the DISTRICT, to the protesting party. The appeal shall focus on the points raised in the original protest, and no new points shall be raised in the appeal.

Such an appeal must be made in writing and must include all grounds for the appeal and copies of the original protest and the DISTRICT's response. The proposal protester must also send the Purchasing Division a copy of all materials sent to the Department Director.

The Department Director will make a determination of the appeal and respond to the protester by certified mail in a timely manner. If the appeal is denied, the letter will include the date, time, and location of the Board of Directors meeting at which staff will make a recommendation for award and inform the protester it may request to address the Board of Directors at that meeting.

The DISTRICT may transmit copies of the protest and any attached documentation to all other parties who may be affected by the outcome of the protest. The decision of the DISTRICT as to the validity of any protest is final. This DISTRICT's final decision will be transmitted to all affected parties in a timely manner.

E. INVOICING

1. Following the DISTRICT's acceptance of product(s) meeting all specified requirements, and/or the complete and satisfactory performance of services, the DISTRICT will render payment within thirty (30) days of receipt of a correct invoice.
2. The DISTRICT will notify the Professional Service Provider of any invoice adjustments required.
3. Invoices shall contain, at a minimum, DISTRICT purchase order number, invoice number, remit to address, and itemized services description.
4. The DISTRICT will pay Professional Service Provider in an amount not to exceed the negotiated amount(s) which will be referenced in the agreement signed by both parties.

F. **LIQUIDATED DAMAGES**

1. For each day CONSULTANT fails to submit any Consent Decree required deliverables listed in this *Section II - Calendar of Events*, a deduction for liquidated damages may be assessed, as follows:

Period of Noncompliance	Penalty per deliverable (per day)
1 – 15 Days	\$100
16 – 30 Days	\$300
31 – 60 Days	\$500
More than 60 Days	\$2,000

2. It being impracticable or extremely difficult to fix the actual damage, the amount set forth above is hereby agreed upon as liquidated damages and will be deducted from any money due under the agreement arising from this RFP.
3. In the event performance and/or deliverables have been deemed unsatisfactory, EBMUD reserves the right to withhold future payments until the performance and/or deliverables are deemed satisfactory.

IV. **RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION**

A. **DISTRICT CONTACTS**

All contact during the competitive process is to be through the contact listed on the first page of this RFP. The following persons are to be contacted only for the purposes specified below:

FOR INFORMATION REGARDING TECHNICAL SPECIFICATIONS:

Attn: Chris Dinsmore, Senior Civil Engineer
 EBMUD-Wastewater Department, I&I Control Program
 E-Mail: Christopher.Dinsmore@ebmud.com
 PHONE: (510) 287-0522

FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office
 PHONE: (510) 287-0114

AFTER AWARD:

Attn: Chris Dinsmore, Senior Civil Engineer
 EBMUD-Wastewater Department, I&I Control Program
 E-Mail: Christopher.Dinsmore@ebmud.com
 PHONE: (510) 287-0522

B. SUBMITTAL OF RFP RESPONSE

1. Late and/or unsealed responses will not be accepted.
2. RFP responses **must be** submitted via electronic transmissions ~~will not be accepted. Electronic transmissions include faxed RFP responses or those sent by electronic mail ("e-mail").~~
3. RFP responses will be received only at the **e-mail** address shown below, ~~must be SEALED,~~ and must be received at the ~~District Purchasing Division~~ by 4:00 p.m. on the due date specified in the Calendar of Events. Any RFP response received after that time or date, or at a place other than the stated address cannot be considered and will be **rejected** ~~returned to the Proposer unopened.~~ All RFP responses must be received and time stamped at the stated address by the time designated. The ~~Purchasing Division's~~ timestamp **provided by the e-mail server** shall be considered the official timepiece for the purpose of establishing the actual receipt of RFP responses.
4. RFP responses are to be addressed/delivered as follows:

E-Mailed:

Mr. **Christopher Dinsmore, Senior Civil Engineer**
christopher.dinsmore@ebmud.com
~~Kelley Smith, Manager of Purchasing~~
~~East Bay Municipal Utility District~~
~~RFP for Hydraulic Model & Calibration (INF 009)~~
~~EBMUD Purchasing Division~~
~~P.O. Box 24055~~
~~Oakland, CA 94623~~

Hand Delivered or delivered by courier or package delivery service **will not be allowed.** ÷

~~Mr. Kelley Smith, Manager of Purchasing-EBMUD~~
~~East Bay Municipal Utility District~~
~~RFP for Hydraulic Model & Calibration (INF 009)~~
~~EBMUD Purchasing Division~~
~~375 Eleventh Street, First Floor~~
~~Oakland, CA 94607~~

Proposer's name, return address, and the RFP number and title must also appear on the e-mailing package.

Proposers are to submit one (1) **electronic** ~~original hard~~ copy RFP response (Exhibit A – RFP Response Packet, including Contract Equity Program forms and

all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A), **including scanned images for** all ~~with original ink required~~ signatures. ~~Proposers must also submit an electronic copy of their RFP response, with their hardcopy RFP response Package. The file must be on a disk or USB flash drive and enclosed with the sealed original hardcopy of the RFP response. The electronic copy should be in a single file (PDF) format, and shall include all required be an exact copy of the original hard copy Exhibit A – RFP Response Packet, Contract Equity Program forms and all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A.~~

5. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
6. California Government Code Section 4552: In submitting an RFP response to a public purchasing body, the Proposer offers and agrees that if the RFP response is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the purchasing body pursuant to the RFP response. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Proposer.
7. Proposer expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act.
8. The RFP response shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days, unless otherwise specified in the RFP documents.
9. It is understood that the District reserves the right to reject any or all RFP responses.

C. **RESPONSE FORMAT**

1. **Proposers shall not modify any part of Exhibits A, B, C, D, or qualify their RFP responses. Proposers shall not submit to the DISTRICT a re-typed or otherwise re-created version of these documents or any other DISTRICT-provided document.**

2. RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The DISTRICT may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The DISTRICT shall not be liable in any way for disclosure of any such records.

D. **REQUIRED DOCUMENTATION AND SUBMITTALS**

All of the specific documentation listed below is required to be submitted with the Exhibit A – RFP Response Packet. PROPOSERS shall submit all documentation, in the order listed below, and clearly label each section of the RFP response with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Key Personnel, etc.).

1. **Letter of Transmittal**: RFP response shall include a description of the PROPOSER's capabilities and approach in providing its services to the DISTRICT, and provide a brief synopsis of the highlights of the RFP response and overall benefits to the DISTRICT. This synopsis should not exceed three (3) pages in length and should be easily understood.
2. **Key Personnel**: RFP response shall include a complete list of all key personnel associated with the RFP. This list must include all key personnel who will provide services/training to DISTRICT staff and all key personnel who will provide maintenance and support services. Resumes for all listed key personnel should also be provided (max 2 pages per person). For each person on the list, the following information shall be included:
 - a. The person's relationship with the PROPOSER, including job title and years of employment with the PROPOSER;
 - b. The role that the person will play in connection with the RFP;
 - c. The person's telephone number and e-mail address;
 - d. The person's educational background; and
 - e. The person's relevant experience, certifications, and/or merits.
3. **Description of the Proposed Services**: RFP response shall include a description of the terms and conditions of services to be provided during the contract term including response times. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of PROPOSER's and DISTRICT personnel involved, and the number of hours scheduled for each person. Finally, the description must: (1) specify how the services in the RFP response will meet or exceed the requirements of the DISTRICT; (2) explain any special resources or approaches that make the services of the PROPOSER particularly advantageous to the DISTRICT; and (3) identify any

limitations or restrictions of the PROPOSER in providing the services that the DISTRICT should be aware of in evaluating its RFP response to this RFP.

4. **Sustainability Statement:** Contractors shall submit a statement regarding any sustainable, environmental or socially responsible initiatives or practices that they or their suppliers engage in. This information can be in relation to the specific services or work products solicited via this RFP, or in relation to the manufacture, delivery, or business practices of your firm.
5. **Proposer Information and Acceptance:** PROPOSERS must use the template in the “Proposer Information and Acceptance” section of this Exhibit A – RFP Response Packet to provide PROPOSER information and acknowledgment and acceptance of all addenda related to this RFP.
6. **Pricing:** PROPOSERS must use the template in the “Pricing Form” section of this Exhibit A – RFP Response Packet to provide unit costs and work capacity for all Bid Items PROPOSER is bidding on.
7. **Qualifications and Reference Summary:**
 - a. PROPOSERS must use the template in the “Qualification and Reference Summary” section of this Exhibit A – RFP Response Packet to provide information to demonstrate the firm(s) and persons proposed for this project meet or exceed the minimum qualifications required for this project.
 - b. References, including names and telephone numbers of individuals who can verify time, budget, and quality of reference work, must be provided for all qualifying project experience.
 - c. References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
 - d. PROPOSERS must verify the contact information for all references provided is current and valid.
 - e. PROPOSERS are strongly encouraged to notify all references that the DISTRICT may be contacting them to obtain a reference.
 - f. The DISTRICT may contact some or all of the references provided in order to determine PROPOSER’s performance record on work similar to that described in this RFP. The DISTRICT reserves the right to contact references other than those provided in the RFP response and to use the information gained from them in the evaluation process.
8. **Exceptions, Clarifications, Amendments:**

- a. PROPOSERS must use the template in the “Exceptions, Clarifications, Amendments” section of this Exhibit A – RFP Response Packet to calling out all clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, which shall be submitted with the PROPOSER’s RFP response.
 - b. **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFP RESPONSE DISQUALIFICATION.**
9. **Contract Equity Program:** Every PROPOSER must fill out, sign, and submit the appropriate sections of the Contract Equity Program and Equal Employment Opportunity documents located at the hyperlink contained in the last page of this Exhibit A. Special attention should be given to completing Form P-25, "Employment Data and Certification". Any PROPOSER needing assistance in completing these forms should contact the DISTRICT's Contract Equity Office at (510) 287-0114 prior to submitting an RFP response.



EXHIBIT A

RFP RESPONSE PACKET

RFP For HYDRAULIC MODEL AND CALIBRATION (INF 009)

To: The EAST BAY MUNICIPAL UTILITY District (“District”)

From: _____
(Official Name of Proposer)

RFP RESPONSE PACKET GUIDELINES

- AS DESCRIBED IN SECTION IV- RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION, PROPOSERS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY RFP RESPONSE WITH ORIGINAL INK SIGNATURES, ONE COPY, AND ONE (1) ELECTRONIC COPY (preferably in PDF format and on a CD or flash drive) CONTAINING THE FOLLOWING, IN THEIR ENTIRETY:
 - EXHIBIT A – RFP RESPONSE PACKET
 - INCLUDING ALL REQUIRED DOCUMENTATION AS DESCRIBED IN “EXHIBIT A-REQUIRED DOCUMENTATION AND SUBMITTALS”
- PROPOSERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFP RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFP RESPONSE REJECTED IN WHOLE.
- IF PROPOSERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFP RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFP RESPONSE DISQUALIFIED.
- PROPOSORS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFP OR ITS EXHIBITS, NOR SHALL THEY QUALIFY THEIR RFP RESPONSE BY INSERTING THEIR OWN LANGUAGE OR FALSE CLAIMS IN THEIR RESPONSE. ANY EXCEPTIONS AND CLARIFICATIONS MUST BE PLACED IN THE “EXCEPTIONS/ CLARIFICATIONS” PAGE, NOT BURIED IN THE PROPOSAL ITSELF.”.



PROPOSER INFORMATION AND ACCEPTANCE

1. The undersigned declares that all RFP documents, including, without limitation, the RFP, Addenda, and Exhibits, have been read and that the terms, conditions, certifications, and requirements are agreed to.
2. The undersigned is authorized to offer, and agrees to furnish, the articles and services specified in accordance with the RFP documents.
3. The undersigned acknowledges acceptance of all addenda related to this RFP. List Addenda for this RFP on the line below:

Addendum #	Date

4. The undersigned hereby certifies to the District that all representations, certifications, and statements made by the Proposer, as set forth in this RFP Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
5. The undersigned acknowledges that the Proposer is, and will be, in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated RFP documents.
6. It is the responsibility of each Proposer to be familiar with all of the specifications, terms, and conditions and, if applicable, the site condition. By the submission of an RFP response, the Proposer certifies that if awarded a contract it will make no claim against the District based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: General or Professional Service Providers who do business with the District shall hold the District, its Directors, officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
8. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in the RFP.

This documentation must be provided to the District prior to execution of an agreement by the District, and shall include an insurance certificate which meets the minimum insurance requirements, as stated in the RFP.

9. The undersigned acknowledges that RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.
10. The undersigned Proposer hereby submits this RFP response and binds itself to the District. The RFP, subsequent Addenda, Proposers Response Packet, and any attachments, shall be used to form the basis of a Contract, which once executed shall take precedence.
11. The undersigned acknowledges **ONE** of the following (please check only one box)*:

- ☐ Proposer is not an SBE nor a DVBE and is ineligible for any Proposal preference; **OR**
- ☐ Proposer is an SBE or DVBE as described in the Contract Equity Program (CEP) and Equal Employment Opportunity (EEO) Guidelines, and has completed the CEP and EEO forms at the hyperlink contained in the CEP and EEO section of this Exhibit A.

*If no box is checked it will be assumed that the Proposer is ineligible for Proposal preference and none will be given. For additional information on SBE/DVBE Proposal preference please refer to the Contract Equity Program and Equal Employment Opportunity Guidelines at the above referenced hyperlink.

Official Name of Proposer (exactly as it appears on Proposer's corporate seal and invoice): _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Non-Profit / Church |
| <input type="checkbox"/> Other: _____ | |

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Department of Industrial Relations (DIR) Registration Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Street Address Line 1: _____

City: _____ State: _____ Zip Code: _____

SIGNATURE: _____

Name and Title of Signer (printed): _____

Dated this _____ day of _____ 20_____



PROPOSAL FORM

Cost shall be submitted on this Proposal Form as is. The prices quoted shall not include Sales Tax or Use Tax; said tax, wherever applicable, will be paid by the District to the General or Professional Service Provider, if licensed to collect, or otherwise directly to the State.

No alterations or changes of any kind to the Proposal Form(s) are permitted. RFP responses that do not comply may be subject to rejection in total. The cost quoted below shall be the cost the District will pay for the term of any contract that is a result of this RFP process.

Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

DESCRIPTION	COST
Contract Year 1 and Contract Year 2 Required Tasks	
Task 1 Obtain and Process Flow, Level, and Rainfall Data	\$
Task 2 Update Flow Model	\$
Task 3 Perform Continuous Stimulations	\$
Task 4 Calibrate Flow Model and Operational Parameters	\$
Task 5 Compute WWF Output Ratios	\$
Task 6 Prepare Annual Flow Model Calibration and Output Test Report	\$
Task 7 Obtain Gauge-Adjusted Radar Rainfall (GARR) Data or Similar	\$
Task 8 Project Management and Meetings	\$
Total Costs (FY21 and FY22 Required Tasks)	\$
<i>District Option Tasks (Not Used for Calculating Total Cost)</i>	
Task 9 DISTRICT Option: Support for Revised Work Plan	\$ TBD
Task 10 DISTRICT Option: Independent Review of Additional Data	\$ TBD
<i>Additional Tasks (Not Used for Calculating Total Cost)</i>	
Task 11 Support for Satellite Agencies	\$ TBD
Task 12 Additional Services	\$ TBD



Proposer shall provide via a separate table documenting the costs for each required task on the previous table. Costs provided shall be for work performed during the initial two years of the contract period. Information provided in the table shall include, at a minimum, the title of staff (Subject Matter Expert - Senior Engineer, Principle-in-Charge, Technical Editor, etc.) working on the task, the number of hours by each listed staff classification, the total cost per task by each listed staff classification, and a total cost per task.



REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Exhibit A – RFP Response Packet. PROPOSERS shall submit all documentation, in the order listed below, and clearly label each section of the RFP response with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Key Personnel, etc.).

1. **Letter of Transmittal:** RFP response shall include a description of the PROPOSER's capabilities and approach in providing its services to the DISTRICT, and provide a brief synopsis of the highlights of the RFP response and overall benefits to the DISTRICT. This synopsis should not exceed three (3) pages in length and should be easily understood.
2. **Key Personnel:** RFP response shall include a complete list of all key personnel associated with the RFP. This list must include all key personnel who will provide services/training to DISTRICT staff and all key personnel who will provide maintenance and support services. Resumes for all listed key personnel should also be provided (max 2 pages per person). For each person on the list, the following information shall be included:
 - (a) The person's relationship with the PROPOSER, including job title and years of employment with the Proposer;
 - (b) The role that the person will play in connection with the RFP;
 - (c) The person's telephone number and e-mail address;
 - (d) The person's educational background; and
 - (e) The person's relevant experience, certifications, and/or merits.
3. **Description of the Proposed Services:** RFP response shall include a description of the terms and conditions of services to be provided during the contract term including response times. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of PROPOSER's and DISTRICT personnel involved, and the number of hours scheduled for each person. Finally, the description must: (1) specify how the services in the RFP response will meet or exceed the requirements of the DISTRICT; (2) explain any special resources or approaches that make the services of the PROPOSER particularly advantageous to the DISTRICT; and (3) identify any limitations or restrictions of the PROPOSER in providing the services that the DISTRICT should be aware of in evaluating its RFP response to this RFP.
4. **Sustainability Statement:** Contractors shall submit a statement regarding any sustainable, environmental or socially responsible initiatives or practices that they or their suppliers engage in. This information can be in relation to the specific services or work products solicited via this RFP, or in relation to the manufacture, delivery, or business practices of your firm.

5. **Proposer Information and Acceptance:** PROPOSERS must use the template in the “Proposer Information and Acceptance” section of this Exhibit A – RFP Response Packet to provide PROPOSER information and acknowledgment and acceptance of all addenda related to this RFP.
6. **Pricing:** PROPOSERS must use the template in the “Pricing Form” section of this Exhibit A – RFP Response Packet to provide unit costs and work capacity for all Bid Items PROPOSER is bidding on.
7. **Qualifications and Reference Summary:**
 - (a) PROPOSERS must use the template in the “Qualification and Reference Summary” section of this Exhibit A – RFP Response Packet to provide information to demonstrate the firm(s) and persons proposed for this project meet or exceed the minimum qualifications required for this project.
 - (b) References, including names and telephone numbers of individuals who can verify time, budget, and quality of reference work, must be provided for all qualifying project experience.
 - (c) References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
 - (d) PROPOSERS must verify the contact information for all references provided is current and valid.
 - (e) PROPOSERS are strongly encouraged to notify all references that the DISTRICT may be contacting them to obtain a reference.
 - (f) The DISTRICT may contact some or all of the references provided in order to determine PROPOSER’s performance record on work similar to that described in this RFP. The DISTRICT reserves the right to contact references other than those provided in the RFP response and to use the information gained from them in the evaluation process.
8. **Exceptions, Clarifications, Amendments:**
 - (a) The RFP response shall include a separate section calling out all clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, which shall be submitted with the proposer’s RFP response using the template in the “Exceptions, Clarifications, Amendments” section of this Exhibit A – RFP Response Packet.
 - (b) **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFP RESPONSE DISQUALIFICATION.**

9. **Contract Equity Program:**

- (a) Every proposer must fill out, sign, and submit the appropriate sections of the Contract Equity Program and Equal Employment Opportunity documents located at the hyperlink contained in the last page of this Exhibit A. Special attention should be given to completing Form P-25, "Employment Data and Certification". Any proposer needing assistance in completing these forms should contact the District's Contract Equity Office at (510) 287-0114 prior to submitting an RFP response.



QUALIFICATIONS AND REFERENCE SUMMARY

RFP for Inflow Investigations Services (INF 009)

PROPOSER Name: _____

PROJECT TEAM

Notes: ¹ Indicate portion of time the key staff will be available to work on the project.

	Firm Name and Location	Expertise/Scope of Work		
Lead Firm:				
Sub- Contractor:				
Sub- Contractor:				
Sub- Contractor:				

	Individual & Firm	Discipline(s) of Expertise	Yr Experience	% Avail. ²
Project Manager				
Key Personnel				
Key Personnel				
Key Personnel				
Key Personnel				
Key Personnel				
Key Personnel				
Key Personnel				

*Print additional pages as necessary



QUALIFICATIONS AND REFERENCE SUMMARY

QUALIFYING EXPERIENCE	
<p>Firm Name (Lead Firm or Sub-Contractor name):</p> <p>Project #1 Name:</p> <p>Key Personnel Name:</p> <p>Project Description:</p> <p>Year Prepared:</p> <p>Location of Project:</p> <p>Contract Fee:</p> <p>Reference Name:</p> <p>Reference Email:</p> <p>Reference Phone:</p>	EBMUD Use Only
<p>Firm Name (Lead Firm or Sub-Contractor name):</p> <p>Project #2 Name:</p> <p>Key Personnel Name:</p> <p>Project Description:</p> <p>Year Prepared:</p> <p>Location of Project:</p> <p>Contract Fee:</p> <p>Reference Name:</p> <p>Reference Email:</p> <p>Reference Phone:</p>	EBMUD Use Only

*Print additional pages as necessary



EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFP For HYDRAULIC MODEL AND CALIBRATION (INF 009)

Proposer Name: _____

List below requests for clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, and submit with your RFP response.

The District is under no obligation to accept any exceptions and such exceptions may be a basis for RFP response disqualification.

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	<i>Proposer takes exception to...</i>

*Print additional pages as necessary



CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

The District's Board of Directors adopted the Contract Equity Program (CEP) to enhance equal opportunities for business owners of all races, ethnicities, and genders who are interested in doing business with the District. The program has contracting objectives, serving as the minimum level of expected contract participation for the three availability groups: white-men owned businesses, white-women owned businesses, and ethnic minority owned businesses. The contracting objectives apply to all contracts that are determined to have subcontracting opportunities, and to all General or Professional Service Providers regardless of their race, gender, or ethnicity.

All Contractors and their subcontractors performing work for the District must be Equal Employment Opportunity (EEO) employers, and shall be bound by all laws prohibiting discrimination in employment. There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), genetic information, or sexual orientation.

Contractor and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin in the performance of this contract. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

All Contractors shall include the nondiscrimination provisions above in all subcontracts.

Please include the required completed forms with your proposal. Non-compliance with the Guidelines may deem a proposal non-responsive, and therefore, ineligible for contract award. Your firm is responsible for:

- 1) Reading and understanding the CEP guidelines.
- 2) Filling out and submitting with your proposal the appropriate forms.

The CEP guidelines and forms can be found at the following direct link:

[Contract Equity Guidelines and Forms](#)

The CEP guidelines and forms can also be downloaded from the District website at the following link:

<http://ebmud.com/business-center/contract-equity-program/>

If you have questions regarding the Contract Equity Program please call (510) 287-0114.



EXHIBIT B

INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing Exhibit A – RFP Response Packet, the Proposer agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the District, prior to award.

For any coverage that is provided on a claims-made coverage form (which type of form is permitted only where specified) the retroactive date must be shown and must be before the date of this Agreement, and before the beginning of any Services related to this Agreement.

The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.

The following are the minimum insurance limits, required by the District, to be held by the GENERAL OR PROFESSIONAL SERVICE PROVIDER performing on this RFP:

INSURANCE

A. Insurance Requirements

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement all the insurance required in this section, and if requested shall submit certificates for review and approval by the District. The Notice to Proceed shall not be issued, and GENERAL OR PROFESSIONAL SERVICE PROVIDER shall not commence work until such insurance has been approved by the District. The certificates shall be on forms approved by the District. Acceptance of the certificates shall not relieve GENERAL OR PROFESSIONAL SERVICE PROVIDER of any of the insurance requirements, nor decrease the liability of GENERAL OR PROFESSIONAL SERVICE PROVIDER. The District reserves the right to require GENERAL OR PROFESSIONAL SERVICE PROVIDER to provide insurance policies for review by the District.

B. Workers Compensation Insurance

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement Workers Compensation Insurance for all of its employees on the project. In lieu of evidence of Workers Compensation Insurance, the District will accept a Self-Insured Certificate from the State of California. GENERAL OR PROFESSIONAL SERVICE PROVIDER shall require any subcontractor to provide it with evidence of Workers Compensation Insurance.

Waiver of Subrogation. Workers' Compensation insurance must contain a waiver of subrogation endorsement providing that each insurer waives any rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, officers, officials, agents, volunteers, and employees. CONSULTANT shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier.

C. Professional Liability Insurance (Errors and Omissions)

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall maintain during the life of the agreement professional liability insurance with a minimum of \$2,000,000/Occurrence. A three year tail is required if coverage on a claims-made basis. A deductible may be acceptable upon approval by the District. The policy will provide 30 days advance written notice to the District for cancellation or reduction in coverage. The Consultant shall require any subcontractor to provide evidence of the same professional liability insurance coverage.

If Coverage is written on a claims-made form, the following shall apply:

1. The retroactive date must be shown, and must be before the date of the Agreement or the beginning of the Services.
2. Insurance must be maintained and evidence of insurance must be provided for a minimum of three (3) years after completion of the Services.
3. If claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policies form with a retroactive date prior to the effective date of the Agreement, CONTRACTOR must purchase an extended period of coverage for a minimum of three (3) years after completion of the Services.

E. Commercial General Liability Insurance

GENERAL OR PROFESSIONAL SERVICE PROVIDER shall take out and maintain during the life of the Agreement Automobile and General Liability Insurance that provides protection from claims which may arise from operations or performance under this Agreement. If GENERAL OR PROFESSIONAL SERVICE PROVIDER elects to self-insure (self-fund) any liability exposure during the contract period above \$50,000, GENERAL OR PROFESSIONAL SERVICE PROVIDER is required to notify the District immediately. Any request to self-insure must first be approved by the District before the changed terms are accepted. GENERAL OR PROFESSIONAL SERVICE PROVIDER shall require any subcontractor or Professional Service Provider to provide evidence of liability insurance coverages.

The amounts of insurance shall be not less than the following:

\$2,000,000/Occurrence, Bodily Injury, Property Damage -- Automobile.
\$2,000,000/Occurrence, Bodily Injury, Property Damage -- General Liability.

The following coverages or endorsements must be included in the policy(ies):

1. The District, its Directors, officers, and employees are Additional Insureds in the policy(ies) as to the work being performed under the contract.
2. The coverage is *Primary and non-contributory* to any other applicable insurance carried by the District.

3. The policy(ies) covers *contractual liability*.
4. The policy(ies) is written on an *occurrence* basis.
5. The policy(ies) covers the District's Property in Consultant's care, custody, and control.
6. The policy(ies) covers *personal injury* (libel, slander, and wrongful entry and eviction) liability.
7. The policy(ies) covers explosion, collapse, and underground hazards.
8. The policy(ies) covers *products and completed operations*.
9. The policy(ies) covers the use of *owned, non-owned*, and hired automobiles.
10. The policy(ies) and/or a separate pollution liability policy(ies) shall cover pollution liability for claims related to the release or the threatened release of pollutants into the environment arising out of or resulting from Consultant's performance under this agreement.
11. The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.



EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT



EXHIBIT D IRAN CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) § 2204, an Iran Contracting Act Certification is required for solicitations of goods or services of \$1,000,000 or more.

To submit a bid or proposal to East Bay Municipal Utility District (District), you must complete **ONLY ONE** of the following two paragraphs. To complete paragraph 1, check the corresponding box **and** complete the certification for paragraph 1. To complete paragraph 2, check the corresponding box and attach a copy of the written permission from the District.

- ☐ 1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to PCC § 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

CERTIFICATION FOR PARAGRAPH 1:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the proposer/bidder to the clause in paragraph 1. This certification is made under the laws of the State of California.

Firm: _____

By: _____ Date: _____
(Signature of Bidder)

Title: _____

Signed at: _____ County, State of: _____

OR

- ☐ 2. We have received written permission from the District to submit a bid or proposal pursuant to PCC § 2203(c) or (d). *A copy of the written permission from the District is included with our bid or proposal.*