

**EAST BAY MUNICIPAL UTILITY DISTRICT  
REQUEST FOR PROPOSAL**



**San Ramon Valley Recycled Water Project  
Phase 2 Bishop Ranch Pipeline**

**Labor Compliance Program Services**

**For**

**East Bay Municipal Utility District**

**May 4, 2015**

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## **I. STATEMENT OF WORK**

### **A. SCOPE**

It is the intent of these specifications, terms, and conditions to describe the services required to administer a Labor Compliance Program (LCP) for the construction of recycled water pipelines.

East Bay Municipal Utility District (EBMUD or District) intends to enter into an agreement with the Proposer(s) who best meets the District's needs and requirements.

The San Ramon Valley Recycled Water Project – Phase 2 Bishop Ranch will install about 3.6 miles of 6-inch to 16-inch diameter recycled water pipelines in San Ramon and Danville. The pipeline alignment will run primarily along Camino Ramon, Crow Canyon Road and Alcosta Boulevard. Other streets where sections of the pipeline are located include Sunset Drive, Bishop Drive, Executive Parkway, and Norris Canyon Road (see figure San Ramon Valley Recycled Water Project – Phase 2 Bishop Ranch Location Map. The project, which is partially funded by Proposition 84 Integrated Regional Water Management Program (IRWMP) Grant administered by the State of California Department of Water Resources, requires a Labor Compliance Program (LCP).

EBMUD, therefore, is looking to enter into an agreement with a LCP consultant to administer the LCP during the construction of the pipeline. The selected consultant must have an approved-State of California Department of Industrial Relations (DIR) LCP, and is currently a certified third-party DIR-LCP administrator. The consultant's approved DIR-LCP will be implemented for the project. As the project's LCP administrator, the consultant will be responsible for performing all LCP activities.

### **B. PROPOSER QUALIFICATIONS**

Proposer Minimum Qualifications:

- Proposer, Proposer's principal, or Proposer's staff shall have been regularly engaged in the business of administering LCP services.
- Proposer shall be a certified third-party State of California Department of Industrial Relations (DIR) LCP administrator with a DIR-approved LCP.
- Proposer shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.

C. SPECIFIC REQUIREMENTS

The San Ramon Valley Recycled Water Project – Phase 2 Bishop Ranch recycled water pipeline includes approximately 3.6 miles of 6-inch to 16-inch diameter pipes. The construction will require multiple trades and types of work; for example, (note: this list is not all inclusive): hazardous materials handling, trenching and backfilling, pipeline, trucking, paving, and other required work and trades to install a pipeline. Construction is planned to start June 2015 and to complete by December 2016.

The scope of services associated with serving as the project's LCP Administrator includes the following key items. However, the final scope of work shall be negotiated as part of the professional services agreement to be entered into with EBMUD. The consultant shall, at a minimum, have the ability, experience, and staff to accomplish the following:

- Implement and enforce a LCP;
- Review labor law requirements with contractor and subcontractors;
- Provide training for EBMUD staff at a local level;
- Reviewing certified payroll records;
- Implement site monitoring procedures and conduct site visits;
- Communicate effectively with EBMUD and the DIR;
- Investigate any claims submitted by workers;
- Conduct audits of workers' compensation insurance, apprenticeship employment and training, apprentice training trust contribution, illegal taking of wages, work hour records, and payment of prevailing wages;
- Calculate amount of withholding;
- Prepare request for forfeiture and distribute forfeited sums upon approval;
- Coordinate any activities required for hearing procedures, represent EBMUD at the hearing, and prepare any documents necessary for the hearing;
- Prepare annual reports and submittals to the DIR; and
- Discuss and specify requirements for monitoring and reporting on other aspects of labor regulations such as disadvantaged business's utilization.

The LCP Administrator will provide and implement a DIR-approved third party LCP for the project. If the third party LCP components are dissimilar from the tasks listed below, the consultant shall provide a summary of what those key differences are and/or be prepared to detail which of the task-related services as outline below will not be provided.

**Task 1 – Preconstruction meeting, labor compliance guidelines and technical assistance**

- Conduct a mandatory pre-construction meeting with District staff, contractor and sub-contractors
- Explain the prevailing wage requirements and all applicable Labor Code Laws to the contractor and all its sub-contractor and ensure that the contractor remains in compliance for the duration of the project.
- Provide in-service training, if needed.

**Task 2 – Certified payroll review and investigation**

- Review weekly certified payroll reports and labor compliance documents to ensure payment of prevailing wages and conformance
- Request certified payrolls from the contractor in accord with the on-site construction schedule.
- Ensure payrolls are received in accord with construction schedule, and request if they are not received
- Compare rates on certified payrolls with appropriate prevailing wage rates
- Verify name and social security number
- Verify the number of workers against daily construction reports, and confirm via worker interviews, paycheck stubs, and payment to third party recipients
- Request inaccuracies clarification from Contractor by certified mail
- Prepare responses to all correspondence related to wage/labor compliance issues
- Complete all related reporting and tracking requirements pertaining to prevailing wage that is not specifically listed above
- Investigate inaccuracies if payroll records are not received or no clarification is received from results of review of certified payrolls
- Maintain communication with workers at sites where there may be possible violations

**Task 3 – Site Monitoring**

- Obtain work schedules for all construction contracts
- Provide site monitors
- Provide site monitors with schedules
- Provide site monitors with site interview forms
- Conduct random work site interviews (2-3 review per prime contractor)
  - Check for sign-in log (if required to be maintained)
  - Check for prevailing wage sheets
  - Check for daily listing of contractors
- Require site monitors to return site interview forms to LCP Administrator
- Place site interview forms in a database

**Task 4 – Audit**

- Conduct random audits, as well as requested, to determine whether all trades workers on project sites have been paid according to the prevailing wage rates, and to verify conformance with applicable labor codes. Audit methodology shall include, but is not limited to, worker interviews, on-site visits, payroll reviews, payments to third-parties, and review of:
  - Workers' compensation insurance
  - Apprenticeship employment and training
  - Apprenticeship training trust contribution
  - Illegal taking of wages
  - Work hour records
  - Payment of prevailing wage rates
- Provide audit written summaries

**Task 5 – Enforcement**

- Notify the District if a violation of prevailing wage laws has been detected
- Issue notice to contractor and its subcontractors for failing to comply with labor codes
- Issue notifications to contractor to withhold contract payments
- If needed, prepare request of forfeiture determination from DIR
- Attach the following information to the request:
  - Nonpayment of prevailing wage
  - Failure to provide complete and accurate payroll records
  - Apprenticeship wages
  - Kickbacks
  - Prohibited registration fees
  - Overtime pay
- Notify EBMUD Contract Administrator of forfeited sums after final order
- If needed, prepare Notice of Transmittal of violations to DIR
- Refer Contractor to DIR for debarment

**Task 5 – Annual reports**

Prepare annual reports to submit to the DIR and EBMUD. Each report shall include the following information:

- Number of public works contracts awarded using Bond Act funds
- Summary of wages due to workers resulting from failure by contractors to pay prevailing wage, total amount withheld from money due the contractors and the total amount recovered by action in any court of competent jurisdiction.
- Summary of penalties and forfeitures imposed and withheld or recovered in a court of competent jurisdiction

**Task 6 – Project management**

- Submit monthly invoices
- Attend status meetings, assumed monthly, unless otherwise noted,
- Provide monthly activity compliance reports

**Task 7 – Optional services:**

Optional services shall be performed only upon the receipt of written approval or direction from the District.

**Hearing**

- Gather/prepare appropriate documentation for hearing resolution
- Send Notice of Right to Review in Formal Hearing
- Send Notice of Right to Review Evidence
- Represent EBMUD at Hearings if requested
- Obtain service of process and file necessary documents with Hearing Officer
- Conduct settlement meeting, if requested
- Work with attorney to issue subpoena, if necessary
- Attend pre-hearing conference, if any
- Submit pre-hearing briefs if requested
- Request reconsideration of hearing, if necessary
- Participate in judicial review

**II. CALENDAR OF EVENTS**

EVENT	DATE/LOCATION
RFP Issued	May 4, 2015
Response Due	by 4:00 p.m. May 15, 2015
Anticipated Contract Start Date	June 9, 2015

**Note:** All dates are subject to change.

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**

- RFP responses will be evaluated by a committee and will be scored/ranked in accordance with the RFP section entitled “Evaluation Criteria/Selection Committee.”

- The 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.
- The District reserves the right to award to a single or to multiple General or Professional Service Providers, dependent upon what is in the best interest of the District.
- The District has the right to decline to award this contract or any part of it for any reason.
- 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 contract that may be awarded as a result of this RFP.

**B. EVALUATION CRITERIA/SELECTION COMMITTEE**

All proposals will be evaluated by a District Selection Committee (DSC). The DSC may be composed of District staff and other parties that may have expertise or experience in this type of procurement. The DSC 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 DSC.

The DSC 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 each 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 deemed of higher quality than one with a lesser-weighted total.

The Evaluation Criteria are as follows:

- Understanding of the project
- Relevant experience
- Cost
- Methodology
- References
- Contract Equity Program



C. COSTS

1. Proposer shall provide a time and materials cost estimate for the completion of the tasks as described in Section I.C – SPECIFIC REQUIREMENTS. Cost breakdowns shall include estimated hours by staff person or job classification, fully loaded hourly rates, raw labor costs, the labor multiplier that will apply to this contract, expenses, other direct costs, subcontractor fees, and annual escalation rates, if any. Assumptions used shall be annotated in the cost estimate about the cost and/or level of effort assumed to complete specific work tasks, including reasonable number of meetings with the District and any other agency and/or regional body.
2. Costs quoted shall be firm for the entire duration of the agreement.
3. All costs quoted shall be in United States dollars.
4. Cost quotes shall include any and all payment incentives available to EBMUD.
5. Proposers are advised that in the evaluation of cost, if applicable, it will be assumed that the unit cost quoted is correct in the case of a discrepancy between the unit cost and extended cost.

D. PROTESTS

Protests must be in writing and must be received no later than seven (7) business days after either of the following: posting of the RFP results on EBMUD's website ([www.ebmud.com](http://www.ebmud.com)), or notification of selection/non-selection, whichever is sooner. EBMUD 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 EBMUD, 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.

All protests must contain a detailed and complete written statement describing the reason(s) for protest and include the name, telephone number, and address of the protestor or the person representing the protestor. Protests must be mailed or hand delivered to:

Manager of Purchasing  
East Bay Municipal Utility District  
375 Eleventh Street, Oakland, CA 94607; or  
PO Box 24055, Oakland, CA 94623

Facsimile and electronic mail protests must be followed by a mailed or hand delivered identical copy of the protest.

The bid 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 working days from the date of receipt of the requesting organization's determination on the protest. Such an appeal must be made in writing and must include all grounds for the appeal and copies of the original protest and EBMUD's response. The bid 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.

EBMUD 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. Payment will be made within thirty (30) days following receipt of a correct invoice and upon complete satisfactory receipt of product and/or performance of services.
2. The District shall notify General or Professional Service Provider of any invoice adjustments required.
3. Invoices shall contain, at a minimum, District PO number, invoice number, remit to address, and itemized services description.
4. The District will pay General or 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

In the event performance and/or deliverables have been deemed unsatisfactory, the District reserves the right to withhold future payments until the performance and/or deliverables are deemed satisfactory.

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

##### **A. 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 only to be contacted for the purposes specified below:

**FOR INFORMATION REGARDING SPECIFIC REQUIREMENTS:**

Attn: An Bartlett, Associate Civil Engineer  
EBMUD- Office of Water Recycling  
E-Mail: [abartlet@ebmud.com](mailto:abartlet@ebmud.com)  
PHONE: (510) 287-2060

**FOR INFORMATION ON THE CONTRACT EQUITY PROGRAM:**

Attn: Contract Equity Office  
E-mail: [cntrteq@ebmud.com](mailto:cntrteq@ebmud.com)  
PHONE: (510) 287-0114

**AFTER AWARD:**

Attn: Purchasing Contract  
E-mail: [purchase@ebmud.com](mailto:purchase@ebmud.com)  
Phone: (510) 287-0454

##### **B. SUBMITTAL OF RFP RESPONSE**

1. Late and/or unsealed responses will not be accepted.

RFP responses submitted via electronic transmissions will not be accepted. Electronic transmissions include faxed RFP responses or those sent by electronic mail ("e-mail"). RFP responses will be received only at the address shown below, must be SEALED, and must be received at the District Office of Water Recycling 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 returned to the Proposer unopened. All RFP responses must be received and time-stamped at the stated address by the time designated. RFP responses are to be addressed/delivered as follows:

Mailed to: East Bay Municipal Utility District  
P.O. Box 24055 MS # 407  
Oakland, CA 94623  
Attn: An Bartlett

Hand Delivered: East Bay Municipal Utility District  
375 Eleventh Street  
Oakland, CA 94607  
Attn: An Bartlett

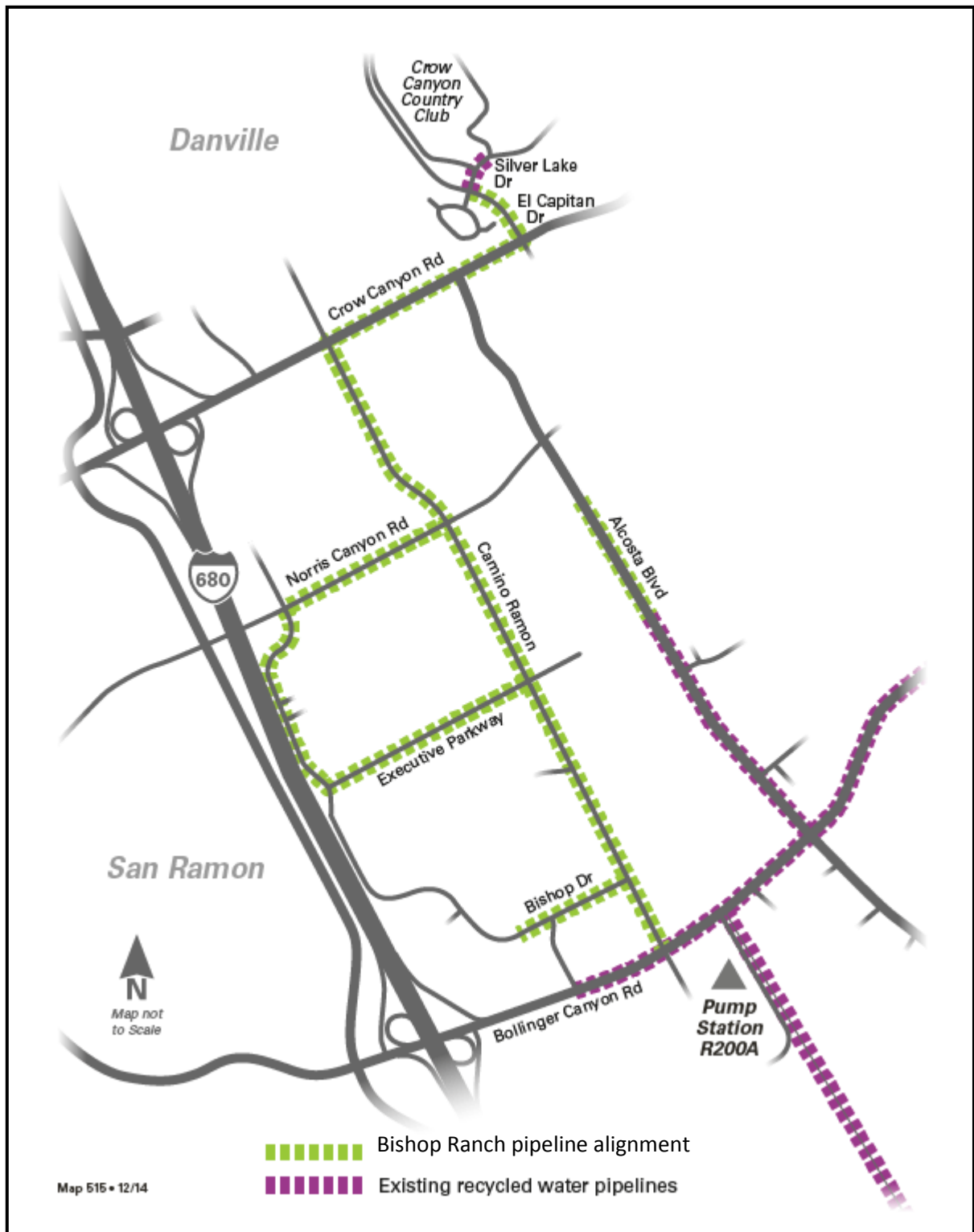
**Proposer's name, return address, and the RFP number and title must also appear on the mailing package.**

2. Proposers are to submit one (1) original hardcopy 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 B), all with original ink signatures.
3. All costs required for the preparation and submission of an RFP response shall be borne by the Proposer.
4. 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.
5. 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.
6. 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.
7. 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 and B, 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.

**Figure - San Ramon Valley Recycled Water Project  
Phase 2 Bishop Ranch Pipeline Location Map**





## **EXHIBIT A**

### **RFP RESPONSE PACKET**

#### **San Ramon Valley Recycled Water Project Phase 2 – Bishop Ranch Pipeline Labor Compliance Program Services**

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 CONTRACT EQUITY PROGRAM FORMS AND ALL ADDITIONAL REQUIRED DOCUMENTATION AS DESCRIBED IN EXHIBIT A- REQUIRED DOCUMENTATION AND SUBMITTALS**
  - **EXHIBIT B- INSURANCE FORMS**
- **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 TOTAL.**
- **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.**



## 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 of RFP San Ramon Valley Recycled Water Project Phase 2 – Bishop Ranch Pipeline Labor Compliance Program Services.
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 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.
10. The undersigned acknowledges **ONE** of the following (please check only one box)\*:
  - ☐ Proposer is not an SBE and is ineligible for any Proposal preference; **OR**
  - ☐ Proposer is an SBE as described in the Contract Equity Program (CEP) and Equal Employment Opportunity (EEO) Guidelines, and has completed the Contract Equity Program and Equal Employment Opportunity forms at the hyperlink contained in the Contract Equity Program and Equal Opportunity 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 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: \_\_\_\_\_

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\_\_\_\_\_



## 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. 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; The role that the person will play in connection with the RFP;
  - (b) The person's telephone number, fax number, and e-mail address;
  - (c) The person's educational background; and
  - (d) 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. **Implementation Plan and Schedule:** The RFP response shall include an implementation plan and schedule. The plan for implementing the proposed equipment/system and services shall include an Acceptance Test Plan. In addition, the plan shall include a detailed schedule indicating how the Proposer will ensure adherence to the timetables for the final equipment/system and/or services.

5. **Evidence of Qualification:** RFP response provides evidence that the Proposer is currently a certified third-party DIR-LCP administrator with a current DIR-approved LCP.
6. **References:** References MUST demonstrate the successful completion of LCP administration of construction contracts of the similar or greater quality and manner as that which is described in this RFP.
  - (a) Proposers must use the templates in the “References” section of this Exhibit A – RFP Response Packet to provide references.
  - (b) References must be satisfactory as deemed solely by District. References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
    - Proposers must verify the contact information for all references provided is current and valid.
    - Proposers are strongly encouraged to notify all references that the District may be contacting them to obtain a reference.
  - (c) 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.
7. **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.**
8. **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"; and Form P-46, "Designation of Subcontractors."** 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.



**Request for Proposal**  
**San Ramon Valley Recycled Water Project Phase 2 Bishop Ranch Pipeline**  
**Labor Compliance Program Services**

**Proposer Name:** \_\_\_\_\_

**Proposer must provide a minimum of three (3) references.**

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

\*Print additional pages as necessary



## EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

### REQUEST FOR PROPOSAL

#### San Ramon Valley Recycled Water Project Phase 2 Bishop Ranch Pipeline Labor Compliance Program Services

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.	Proposer takes exception to...

\*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 business enterprises 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.

**All business enterprises and their 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, 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 business enterprises 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 at the following direct link:  
**[Contract Equity Program Guidelines](#)**
- 2) Filling out and submitting with your Proposal the appropriate forms at the following direct link:  
**[Contract Equity Program Forms](#)**

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

**<http://www.ebmud.com/business/contract-equity-program/contract-equity-guidelines-and-forms>**

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.

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:

### INDEMNIFICATION AND INSURANCE

#### A. Indemnification

GENERAL OR PROFESSIONAL SERVICE PROVIDER expressly agrees to defend, indemnify, and hold harmless the District and its Directors, officers, agents, and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from GENERAL OR PROFESSIONAL SERVICE PROVIDER's, its associates', employees', subcontractors', or other agents' negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Agreement.

#### B. 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.

#### C. 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.



D. 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.