



REQUEST FOR PROPOSALS (RFP)
PROFESSIONAL SERVICES FOR
ON-CALL ENVIRONMENTAL CONSULTING SERVICES
PROJECT NO. 24-04

IRONHOUSE SANITARY DISTRICT
450 Walnut Meadows Drive
Oakley, California 94561

Issue Date: September 16, 2024

Proposal Due Date: October 7, 2024

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IRONHOUSE SANITARY DISTRICT
REQUEST FOR PROPOSALS FOR
ON-CALL ENVIRONMENTAL CONSULTING
SERVICES

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- Exhibit E Acknowledgment of Addendum
- Exhibit F Scope of Work

1. INTRODUCTION

A. Summary

Ironhouse Sanitary District (ISD, District) is seeking proposals from qualified and experienced firms to provide professional services to provide On-Call Environmental Services to support Ironhouse projects. Proposals will be evaluated and scored in accordance with the requirements described in this Request for Proposals. The top three ranked proposals will be invited to oral interviews. The final selection of the top-ranked Respondent will be based on the sum of the proposal and interview scores.

The Draft Professional Services Agreement whereby the consultant will perform its Services is contained in Exhibit A.

This RFP does not commit the District to pay any costs incurred in the preparation and presentation of submittals or to select any interested firms who respond.

The term Respondent refers to any legal entity or entities submitting a proposal in response to this Request for Proposals (RFP).

B. Tentative Schedule

The District has established the following target dates for issuance, receipt, and evaluation of the proposals. In addition, the approximate timeframe for the interviews and On-Call Environmental Services schedules are included. The following dates are tentative, non-binding, and are subject to change without prior notice.

RFP issued	Monday, September 16, 2024
Questions Due	Friday, September 27, 2024
Response/Addendums	Wednesday, October 2, 2024
Proposals Due	Monday, October 7, 2024
Interviews	Week of October 21, 2024
Board Award Contract	Tuesday, November 19, 2024
Contract Complete	Monday, November 25, 2024
Notice to Proceed	Monday, December 2, 2024

2. BACKGROUND

A. Project Background

ISD provides sewage collection, treatment, and disposal services for the City of Oakley, the unincorporated area of Bethel Island, and other unincorporated areas, including the East Cypress Corridor Specific Plan Area. ISD was awarded a U.S. Environmental Protection Agency (EPA) grant to complete Phase 1 of the Joint Recycled Water Project for Oakley and Bethel Island in partnership with Diablo Water District (DWD).

To complete the federal environmental documentation required by EPA, ISD requires the services of a professionally qualified firm that can provide environmental services and other miscellaneous services as needed. ISD will utilize a Qualifications Based Selection process to select a firm to provide the services requested by this RFP.

Additionally, Ironhouse plans to complete a 14" force main pipeline. This infrastructure will provide redundancy for the existing 14" force main that serves in the East Cypress Corridor of the City of Oakley and Bethel Island.

The selected environmental firm will be responsible for providing comprehensive cultural resources, biological, and other related services and will be required to demonstrate adequate experience in providing such services for federally funded projects in accordance with EPA requirements. Staff from the selected firm, assigned to work on the project, shall have relevant experience with providing such services for federally funded projects, including knowledge of, and experience with, EPA procedures and requirements.

B. Project Description

Specific on-call assignments include environmental compliance/biological surveys to support maintenance and construction of capital improvements projects on Ironhouse properties. Ironhouse may require services to support staff for preparation of environmental documents including National Environmental Policy Act (NEPA) Categorical Exclusion Checklists and California Environmental Quality Act (CEQA) Notices of Exemption as well as potential permit requirements associated with such projects. The selected consultant may be required to prepare more extensive CEQA/NEPA permit documents for larger Ironhouse capital improvement projects should any new projects be ready for this level of review over the 24-month duration of this On-call Environmental Services Contract.

The selected consultant may be required to assist Ironhouse with biological reconnaissance surveys and site assessments, impacts assessments relating to Ironhouse's proposed improvements and analysis pursuant to the California Endangered Species Act and/or the Section 7 of the Federal Endangered Species Act. Specific tasks for each project are contained in below in this Request for Proposal.

Much of the work will be in the field at Ironhouse construction and maintenance sites. Ironhouse staff will direct the work of the consultant.

2.1 Definitions of Terms

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

- "Addendum/Addenda" is all amendments to this RFP and all responses to written questions regarding this RFP issued by the District in a written format and incorporated by reference into this RFP.

- “Board” is the District’s governing body.
- “District” is the Ironhouse Sanitary District.
- “Distribution List” is the list of interested parties to be used by the District to notify potential Respondents of the availability of all Addenda prepared by District. It is each Respondent’s sole responsibility to ensure that it has obtained and reviewed all information available on the RFP website and has obtained all Addenda issued by District.
- “Professional Services Agreement” or “PSA” is the Professional Services Agreement, including Appendices, initially in the form attached hereto as Exhibit A, to be executed by District and the Selected Respondent. The Selected Respondent shall execute a single Professional Services Agreement for the provision of professional services.
- “Project” is the On-Call Environmental Services.
- “District Project Manager” is a person authorized by the District to manage or administer the RFP process and to whom all communications, both written and oral, shall be directed during the RFP issuance, evaluation, and selection process.
- “Qualification” is a written response to this RFP, including all Exhibits, supplementary materials, and attachments thereto, pursuant to the requirements set forth in this RFP.
- “Request for Qualifications/Proposals” or “RFP” is any and all documents comprising this RFP package, including those documents and attachments hereto and any and all Addendum/Addenda which the District may issue.
- “Respondent” is an individual, firm, partnership, corporation, consortium, joint venture, or other entity that chooses to submit a Proposal in response to this RFP.
- “Selected Respondent” is a Respondent selected and approved by the Board to execute the Professional Services Agreement.
- “Services” are the engineering work product or deliverables, other work and services, and equipment and materials to be furnished under the Professional Services Agreement.

3. SCOPE OF WORK

Exhibit F includes a conceptual scope of work for the On-Call Environmental Services. This conceptual scope includes preliminary descriptions of the environmental service tasks that the District anticipates. The scope is not intended to be a complete list of services that will be required for the environmental services.

Key deliverables for the project will be a Cultural Resources Study for a future water reuse demonstration facility and CEQA services for approximately 2.5 miles of force main pipeline.

4. REFERENCE INFORMATION

District studies, reports, and other relevant background information for this project are available as PDF electronic copies from the District.

5. SUBMITTAL REQUIREMENTS

A. Requests for Information

All questions and discussions concerning this RFP must be directed to zimmerman@isd.us.com. Include “**On-Call Environmental Services Proposal – RFP Questions**” in the subject line of the email. The deadline for submitting questions, objections, and/or clarifications is **4:00 PM on September 27, 2024**. All questions must be submitted by e-mail.

The District’s anticipated deadline for responding to questions is **October 2, 2024**. The RFP and any subsequent addenda to the RFP will be emailed to each team and posted to the District website.

B. Proposal Submittal Requirements

Deliver the following items in an email entitled “**On-Call Environmental Services by [Respondent’s Name]**”:

- 1) Respondent’s Proposal: Submit one proposal in a PDF format.
- 2) Respondent’s Fee: Submit one separate PDF file with the Respondent’s fee clearly labeled “**On-Call Environmental Services Proposal – Fee by [Respondent’s Name]**”.
- 3) Respondent’s Insurance Documents: Submit one PDF copy of the Respondent’s insurance certificates in a file clearly labeled “**On-Call Environmental Services Proposal – Insurance Documents from [Respondent’s Name]**”.

Proposals are due to be submitted to the District no later than **4:00 p.m. on October 7, 2024, via Email**:

Ironhouse Sanitary District
Attention:
Tyson Zimmerman, AGM
at: zimmerman@isd.us.com

Late submissions, including those received late due to delivery service failure, will not be considered. Proposals submitted by fax or by mail will not be accepted.

C. Proposal Format

Proposals shall be clear and concise, responsive to all RFP requirements, and formatted as follows:

- The Proposal shall consist of the following sections, separated by tabs:

TABLE 2 PROPOSAL PAGE LIMITS	
PROPOSAL SECTIONS	PAGE LIMITS
• COVER LETTER	1
• EXECUTIVE SUMMARY AND PROJECT UNDERSTANDING	2
• FIRM EXPERIENCE AND QUALIFICATIONS	5
• PROJECT TEAM, AVAILABILITY AND QUALIFICATIONS	5
• QUALITY ASSURANCE/QUALITY CONTROL PROGRAM	1
• SCHEDULE	1
EXHIBIT F – SCOPE OF WORK	-
RESUME OF KEY PROJECT TEAM MEMBERS	-

- Page limits are based on single-sided pages. Double-sided pages count as two (2) pages.
- Pages shall be 8 ½"x11" and have margins no smaller than 1" on all sides.
- Tables and charts can be used in 11" x 17" landscape format. Each 11" x 17" page shall be single-sided and count as one (1) page.
- Font size shall be no smaller than 11pt.
- Every page of the submittal shall be numbered, except divider pages. Each page of the scope of work included in Exhibit F shall have its own page numbering.
- **Cover Letter**: The Cover Letter shall:
 - Be signed by an individual authorized to obligate the Respondent to fulfill the commitments contained in the proposal.
 - Include a statement of the Respondent's overall approach, commitment, and availability to conduct the work.
 - Include the name and address of the Prime Respondent. Addresses shall be for the location where most of the day-to-day engineering work will be accomplished.
- **Executive Summary**: The Executive Summary shall, at a minimum, cover the following topics:
 - Summarize the Respondent's project approach, quality assurance/quality control program, and schedule.
 - Include a statement confirming the proposed team members and team members' availability and commitment for the project's duration.
- **Firm Experience and Qualifications**: The Firm Experience shall, at a minimum, cover the following topics:

Include the firm's experience in preparing CEQA/NEPA documentation.

- **Team Experience and Qualifications:** The Project Team Experience shall, at a minimum, cover the following topics:

Include a proposed organization chart with a brief description of the key professional personnel, emphasizing experience directly related to responsibilities on this project and experience in preparing CEQA/NEPA documentation.

- **Schedule:** The Schedule shall:
 - i. Include a detailed schedule for the tasks described in the Respondent's Scope of Work. (Does not need to be prepared using MS Project)
 - ii. Include expected starting dates, project completion dates, and any major milestones.
 - iii. State critical assumptions used for developing the time requirements and schedule.
- **Exhibit F—Scope of Work:** The District has prepared a draft scope of work that is attached to Exhibit F. The Consultant shall use MS Word with the track changes feature to highlight proposed changes and possible additions for the District to consider during negotiation.

D. **Proposed Fee**

The Respondent's Proposed Fee shall include an estimate for required personnel hours shown for the on-call environmental services, task, team member/job title, hourly billing rates, sub-consultant markup costs, other direct costs (ODCs), and an estimated budget for the work. The Proposed Fee shall be developed in a contract format and coordinated with the proposed Scope of Work such that it could be used in the agreement with the District pending scope and budget negotiation.

During the negotiation, the District staff will evaluate whether the appropriate level of effort (hours and fees) is proportional and commensurate with the scope. It should also be noted that the District reserves the right to request changes in maximum billing rates and review the reasonableness of overhead rates, ODCs, and expenses, including air travel and mark-ups.

All Respondents' submitted fees shall be honored until an agreement has been executed. Compensation will be based on an hourly rate with a fixed cost ceiling. Billing rate escalation shall be included in the overall proposed fee. During the agreement, billing rates may not be escalated unless the project's proposed schedule is significantly extended, at which time, new rates may be incorporated into the agreement; however, the cost ceiling shall remain the same. The cost ceiling shall only be modified as mutually agreed to by both the District and Respondent and as stipulated in the agreement due to changes in scope.

6. EVALUATION AND SELECTION CRITERIA

The top-ranking firms based on the written proposal will be invited to an interview. ISD may elect to select the consultant based on the written proposal alone. If interviews are conducted, the evaluation of consultants shall be weighted 50 percent for the proposal and 50 percent for the interview. If interviews are conducted, they will be conducted electronically.

PROPOSAL EVALUATION CRITERIA (50 Percent of Score):

1. Approach to Work (15 Percent)

This includes the understanding of the scope of work, proposed project management and cost control techniques, and unique/creative approaches to work.

2. Specialized Experience and Capabilities (15 Percent)

This includes specialized experience directly relating to this project and evidence of ability to complete the work within schedule and on budget, and the depth of in-house or subconsultant support.

3. Project Team (15 Percent)

This includes the specialized experience of key personnel such as project manager, project specialist(s)/engineer(s)/scientist(s), lead discipline specialist(s)/engineer(s)/scientist(s), and sub-consultant lead specialist(s)/engineer(s)/scientist(s), their time commitment in the areas assigned, their responsiveness, and estimated labor hours.

4. Overall Proposal Quality and Other Considerations (5 Percent)

This includes general responsiveness, clarity of presentation, proposal quality, requests for exceptions to ISD's Standard Agreement for Professional Services Contract and comments received from references.

INTERVIEW EVALUATION CRITERIA (50 Percent of score if conducted):

The top three scoring consulting firms and teams based on the proposal score that submit a proposal will be invited to participate in the interview. All interviews will be conducted on during the **week of October 21, 2024**, at the District's offices at **450 Walnut Meadows Drive, Oakley, CA 94561 in the Board Room**. The District anticipates the interviews to be 1 hour in length. The first 30 minutes will allow the Respondent to present their proposal, and the remaining 30 minutes will be for questions and discussion. The interview order will be selected randomly using blind ballots by the Secretary of the District.

The Respondent's attendance at the interview will be limited to a maximum of six (6) members of the Respondent's team. The Respondent must select the attendees from the proposed team submitted in the Respondent's SOQ. The District will contact each Respondent by **October 16, 2024**, to notify them of their respective scheduled

interview allocated time slots and to convey any additional interview guidelines or changes.

The District's interview panel may consist of District and/or non-district personnel.

1. Presentation (25 Percent)

This includes content of presentation, demonstrated ability to meet time constraints on previous projects, and presentation effectiveness. The presentation should include discussion of the project approach, project issues, and how the consultant will complete the assigned project tasks on schedule and on budget. This presentation should include the time commitment of key people, project team qualifications and related experiences.

2. Questions and Answers (25 Percent)

This will address technical and managerial experiences, creativity and communication skills, and other related questions regarding the proposal.

Consultant Selection Criteria

Final scoring and selection of the top-ranked Respondent will be based on the sum of their proposal and interview scores, as shown in Table 5. The proposal and interview scores used in the consultant selection process will not be available to Respondents until after the top-ranked Respondent is selected.

If there is a tie score between multiple firms/teams for the top-ranked Respondent, a follow-up supplemental interview with each Respondent with the top tie score will be scheduled to score and select the top-ranked Respondent based on the second interview.

The District anticipates negotiating an agreement with the top-ranked Respondent immediately following the selection and finalizing an agreement. If the District is unable to negotiate an agreement with the top-ranked Respondent that is agreeable to both parties, the District may, at its discretion, terminate negotiations with the top-ranked Respondent and commence negotiations with the next highest-ranked Respondent.

TABLE 5 OVERALL CONSULTANT SELECTION CRITERIA	
SELECTION CRITERIA	PERCENT OF WEIGHTED SELECTION CRITERIA
PROPOSAL (RFP)	50

ORAL PRESENTATION/INTERVIEW	50
TOTAL	100

SECTION 8. PROFESSIONAL SERVICES AGREEMENT AND RELATED MATTERS

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

8.1 Professional Services Agreement

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

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

8.2 District's Right to Amend

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

8.3 Selected Respondent's Refusal to Execute

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

SECTION 9. PROPOSAL PRE-SUBMITTAL INSTRUCTIONS

To submit questions and receive answers to questions in a timely manner and to be placed on the Distribution List for any and all Addendum/Addenda issued by the District, potential Respondents must follow the guidelines specified in this section. Only information supplied by the District in writing through this RFP and Addendum/Addenda, if any, may be used as the basis for preparation of Respondents' Proposals. The standard format for submission of Proposals to be used by Respondents is described in Section 10.

9.1 Distribution List

Potential respondents should email the RFP contact Project Manager Acknowledgment of Receipt of RFP Form (“**Acknowledgment of RFP**”) attached as Exhibit C to this RFP to have their names placed on the Distribution List for this RFP, which will be used for the distribution of any and all notices issued by District. Potential respondents are therefore encouraged to return the Acknowledgment of RFP to the Project Manager as soon as possible. However, it remains Respondent’s sole responsibility to ensure that Respondent has obtained all Addenda.

9.2 Deadline for Submittal of Written Questions

Potential Respondents may submit only written inquiries or requests regarding the intent and clarity of this RFP. Questions to be considered at the pre-submittal meeting must be directed to the Project Manager at least two days prior to that meeting. All written questions deemed relevant and not duplicative of information already contained in the RFP and received by the above date will be addressed at the meeting. Written questions should be submitted by email. The identity of the person/organization submitting the questions will not be revealed by the District at the meeting. Additional inquiries may be addressed at the meeting at the District’s sole discretion. The deadline for submitting the questions will be **October 2, 2024, at 4: 00 pm**. Please send an email to zimmerman@isd.us.com

9.3 Addendum/Addenda to this RFP

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

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

9.4 Acknowledgment of Receipt of Addendum

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

SECTION 10. PROPOSAL PREPARATION AND SUBMITTAL INSTRUCTIONS

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

10.1 Proposal Format

The proposal is required to contain the following information in addition to the requirements of 5.C above:

Project Organization

- Name of firm and subcontractors (if applicable), address, telephone number(s), email, name of responsible corporate officer(s), and office location where most of the day-to-day work will be accomplished.
- Project organization chart.
- Brief description of responsibilities of key professional personnel, emphasizing experience directly related to responsibilities on this project.
- Indicate which team members will participate in each area of the work.

References

Provide at least two (2) references for the key individuals on the project team.

This section should provide a short description of the project, the role of your firm or staff member, and the phone number of a specific contact person.

Level of Effort Estimate

In a separate PDF document addressed to the District's Project Manager, submit one copy of a level of effort estimate indicating the hours needed to complete the tasks outlined in the Scope above. The estimate should be an itemized staffing breakdown in spreadsheet form, indicating personnel classification and hours for each consultant team member and sub-consultant for each work task.

Resumes

Provide summary resumes of key professional personnel (not included in page count).

Pricing Proposal

All Respondents must provide a separate pdf document with their Pricing Proposal that identifies a not-to-exceed price for all "Basic Services" work under the PSA. The Pricing Proposal shall be for the provision of all Services under the PSA. The Pricing Proposal shall comply with the following requirements:

- **PRICING PROPOSAL.** A not-to-exceed dollar amount for all basic services required under the PSA, based on the parameters set forth in this RFP and the PSA. If Respondent believes other parameters are required to provide a not-to-exceed amount, Respondent shall specifically identify them in its Pricing Proposal.
- **REIMBURSABLE EXPENSES.** All reimbursable expenses must be included in the not-to-exceed proposed price.

- **ADDITIONAL SERVICES.** Billing rates for additional services.
- **OVERTIME.** Overtime must be included in Respondent's not-to-exceed proposed price.
- **TRAVEL.** Travel time must be included in Respondent's not-to-exceed proposed price.
- **SIGNATURE.** The handwritten signature of the Respondent.

Because this is a qualifications-based selection, only the Pricing Proposal from the firm deemed best qualified will be opened. The District shall negotiate a contract with the best-qualified firm for services at compensation that the District determines is fair and reasonable to the District. Should the District be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price the District determines to be fair and reasonable to the District, negotiations with that firm shall be formally terminated. The District shall then open the Pricing Proposal and undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the District shall terminate negotiations and undertake negotiations with the third most qualified firm.

Prior Litigation / Claims

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

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

Financial and Related Information

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

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

Discretionary Supplemental Materials

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

Miscellaneous Procedures

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

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

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

Proposals may not be amended after submission.

Proposal Submission

It is the sole responsibility of Respondent to see that its Proposal is received in proper time.

Respondent shall carefully examine the instructions contained herein and satisfy itself as to the conditions with which it must comply prior to submitting its Proposal, and to the conditions affecting the award of contract.

If more than one Proposal is offered by any individual, firm, partnership, corporation, association, or any combination thereof, under the same or different names, all such Proposals shall be rejected.

All Respondents are hereby notified that any collusive agreement fixing prices so as to control or affects the awarding of this contract is in violation of the competitive bid requirements of State law and may render void any contract let under such circumstances.

Proposed prices shall be in effect for one hundred twenty (120) days from the date of Price Proposal submission.

10.2 Proposal Withdrawal

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

10.3 Irregular Proposals

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

10.4 District's Right To Reject or Terminate RFP

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

SECTION 11. PROPOSAL EVALUATION AND SELECTION PROCESS

11.1 Selection Committee

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

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

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

11.2 Evaluation Process

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

- The ability, capacity, and skill of the Respondent to perform the Professional Services Agreement and perform the Services;
- The type of Services needed by the District in light of the nature of the project and budgetary issues;
- The environmental service experience of Respondent;

- The years, number and types of projects the Respondent has previously worked on;
- The ability of the Respondent to effectuate the Services within the time specified, without delay;
- The character, integrity, reputation, judgment, experience, and efficiency of the Respondent;
- Respondent's claims / litigation experience;
- Whether the Respondent has satisfactorily performed the full range of Services required by this Project on other projects;
- Any other factor deemed to be relevant, in the District's sole discretion.

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

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

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

11.3 Interviews

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

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

The Project Manager or other applicable District personnel will schedule interviews during the **week of October 21, 2024**, at the District's offices or at such other time and/or location indicated by the District. Each Respondent should prepare a presentation not to exceed 30 minutes. Each Respondent is responsible for any special equipment required for the presentation. Projection equipment will be available in the District's conference room upon advance request by the Respondent. The total time allowed for each Proposal interview shall be 60 minutes, including set-up and questions and answers.

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

11.4 Selection Process

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

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

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

11.5 Right to Protest

Respondents that the District otherwise determines are responsive and responsible have the right to protest; protests from any other Respondent will not be considered. Any protest must be delivered to the Ironhouse District's Office at 450 Walnut Meadows Drive, Oakley, California 94561, Attn: Tyson Zimmerman, AGM by 4:00 pm of the 7th calendar day following District staff's identification of the Selected Respondent to be recommended to the Board, and satisfy the following requirements:

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

11.6 Post Approval Procedures

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

SECTION 12. CONDITIONS GOVERNING THIS RFP

12.1 Confidentiality

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

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

- withdraw its Proposal;
- withdraw such information from its Proposal; or
- withdraw such information and replace it with substituted information for which Respondent does not claim an exemption.

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

12.2 Insurance for On-Call Environmental Services Project

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

12.2.1 General Liability: FIVE MILLION DOLLARS (\$5,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage.

12.2.2 Auto Liability: Owned/Non-owned automobile liability insurance providing combined single limits covering bodily injury liability with limits of no less than ONE MILLION DOLLARS (\$1,000,000.00) per accident and providing property damage liability of no less the ONE MILLION DOLLARS (\$1,000,000.00) per accident.

12.2.3 Workers' Compensation Insurance: Workers' Compensation Insurance as required by the Labor Code of the State of California.

12.2.4 Professional Liability Insurance: Professional Liability Insurance with a minimum limit of \$5,000,000.00 per claim and in the aggregate.

12.2.5 Additional Insured Endorsements: The consultant shall name the District, the District's board members, and their respective officials, officers, directors, agents and employees as additional insureds on their commercial general liability and automobile insurance policies.

12.3 Applicable Laws/Miscellaneous

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

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

LIST OF ATTACHMENTS

Exhibit A	Form of Professional Services Agreement
Exhibit B	Acceptance of Form of Professional Services Agreement (Attached as a separate PDF file)
Exhibit C	Acknowledgement of Receipt of RFP Form
Exhibit D	Proposal Authorization
Exhibit E	Acknowledgement of Addendum
Exhibit F	Conceptual Scope of Work (Attached as a separate PDF file)

FORM OF PROFESSIONAL SERVICES AGREEMENT

INCLUDED AS A SEPARATE FILE

ACCEPTANCE OF FORM OF PROFESSIONAL SERVICES AGREEMENT

NAME OF RESPONDENT _____

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

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

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

Signature: _____

Print Name: _____

Title: _____

Date: _____

Exhibit C

ACKNOWLEDGMENT OF RECEIPT OF RFP FORM

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

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

Firm: _____

Contact Name: _____

Title: _____

Telephone: _____

Facsimile: _____

E-mail: _____

Address: _____

City: _____ State: _____ Zip: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

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

The respondent must return this signed form to the Project Manager at zimmerman@isd.us.com.

PROPOSAL AUTHORIZATION

NAME OF RESPONDENT _____

1. The above-named Respondent is a Respondent to the Request for Qualifications / Request for Proposals of the Ironhouse Sanitary District for professional services to prepare **On-Call Environmental Services (“RFP”)** and possesses the legal authority to submit this Proposal.

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

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

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

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

Signature: _____

Print Name: _____

Title: _____

Date: _____

ACKNOWLEDGMENT OF ADDENDUM FORM (“ACKNOWLEDGMENT”)

TO THE IRONHOUSE SANITARY DISTRICT

THIS ACKNOWLEDGMENT IS SUBMITTED BY:

(Firm/Company Name)

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

Addendum Number	Addendum Date	Signature of Proposer

EXHIBIT F

**SCOPE OF WORK
ON-CALL ENVIRONMENTAL SERVICES**

Included as a separate PDF file.

END OF RFP