



REQUEST FOR QUALIFICATIONS

to provide DBoM Services for the

Sacramento Regional Wastewater Treatment Plant Biogas Cogeneration System Project

RFQ No.: BiogasCogen 2020-2021

RFQ Dated: November 4, 2020

SOQs Due: January 14, 2021 by 3:00 P.M. Pacific Standard time

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- A. Draft Contract Term Sheet and Draft Risk Allocation Matrix
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 - Form 4. Required Licensure and DIR Registration

List of Abbreviations

AACE	Association for the Advancement of Cost Engineering
CMID	County of Sacramento Construction Monitoring and Inspection Department
DB	design-build
DBE	design-build entity
DBoM	design-build-extended commissioning/transitional operation-maintain
DIR	Department of Industrial Relations
FPDB	fixed price design-build
EMR	Experience modification rate
EOR	engineer of record
NOIA	Notice of Intent to Award
RFP	request for proposals
RFQ	request for qualifications
SCFM	Standard cubic feet per minute
SCR	Selective catalytic reduction
SMUD	Sacramento Municipal Utility District
SOQ	statement of qualifications
SRWTP	Sacramento Regional Wastewater Treatment Plant

Definition of Terms

Apprenticeable Occupation	Apprenticeable Occupation is one which requires independent judgment and the application of manual, mechanical, technical, or professional skills and is best learned through an organized system of on-the-job training together with related and supplemental instruction. For additional information, see California Public Contract Code Section 22164 (b)(4)(c).
Best Value	Best value means a value determined by evaluation of objective criteria that may include, but not be limited to price, features, functions, life-cycle costs, experience, and past performance. For this Project, a best value determination will involve a tradeoff between price and other specified factors.
Commodity Agreement	The agreement between Sacramento Regional County Sanitation District and Central Valley Financing Authority (CVFA), of which Sacramento Municipal Utility Department (SMUD) is a party, dated August 11, 1992, which details Regional San’s delivery of renewable biogas to SMUD in exchange for reliable utility and backup power, steam for digester heating, and revenue.

Cone of Silence	The Cone of Silence is a restriction on any communication apart from what is authorized in Section 3.3 and Section 3.5 regarding this procurement, and is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award.
Design-Build	Design-build means a project delivery process in which both the design and construction of a project are procured from a single entity.
Design-Build Contract (DBoM Contract)	The agreement which will be awarded by Regional San Board of Directors to the Selected Respondent for the Project. Regional San anticipates a fixed-price Design-Build Contract, that contains an extended commissioning period (inclusive of short-term operations, assumed to be one year in duration, or less) and a longer-term (assumed to be ten years) maintenance component. This contracting approach is inclusive of design, construction, (short-term) operations, and (long-term) maintenance is labelled as “DBoM.”
Design-Build-Entity (DBE)	Design-Build Entity (DBE) means a corporation, limited liability company, partnership, joint venture, or other legal entity that is able to provide appropriately licensed contracting, architectural, and engineering services as needed pursuant to a Design-Build Contract. See also “Design-Builder”.
Design-Builder	Design Builder means a corporation, limited liability company, partnership, joint venture, or other legal entity that is able to provide appropriately licensed contracting, architectural, and engineering services as needed pursuant to a Design-Build Contract. See also “Design-Build Entity”.
Engineer of Record (EOR)	The individual(s) in responsible charge of the design. The Engineer of Record (EOR) shall hold a valid California Professional Engineering License.
Evaluation Committee	Regional San has established an Evaluation Committee responsible for evaluating the SOQs for this RFQ and recommending a list of three Shortlisted Respondents for the Project. The Evaluation Committee consists of individuals selected by Regional San in its sole discretion.
Key Firms	Key Firms are members of the Design-Builder’s team that fulfill the key roles identified below. Key Firms must be identified in Respondent’s SOQ and committed to work on the Project if Respondent is selected as the Selected Respondent. At a minimum, members of the Respondent shall include the Design-Build Entity, Lead Engineer, and General Contractor and may also include other subconsultants and subcontractors that the Design-Builder will use to deliver the Project. The Lead Contractor shall hold the appropriate California Class A Contractor’s License. The Lead Engineer’s EOR shall hold a California Professional Engineering License. One firm may fulfill multiple roles on the Project. Respondents may identify other Key Firms who will play a key role on the team.
Key Personnel	Individuals fulfilling the roles identified below and that must be identified in Respondent’s SOQ and committed to work on the Project. At a minimum, Key Personnel shall include the Design-Build Project Manager, Design Manager (EOR), Cogen System Engineer, Construction Manager, Operations Specialist, and Maintenance Manager. Respondents may include 1 additional Key Personnel who will play key roles on the team.
Owner Advisor	Brown and Caldwell

Owner or Regional San	Sacramento Regional County Sanitation District (Regional San), which is a local agency that operates the Sacramento Regional Wastewater Treatment Facility.
Project	The design, construction, extended commissioning/transitional operation, and maintenance of the Biogas Cogeneration System at an existing section of the Sacramento Regional Wastewater Treatment Plant.
Proposal	A response to Regional San’s RFP submitted by Shortlisted Respondents for the Project.
Public Records Act	The California Public Records Act (Chapter 3.5, commencing with Section 6250, of Division 7 of Title I of the Government Code).
Request for Proposal (RFP)	Regional San solicitation document that comprises the second step of the two-step procurement process for the Project.
Respondent	A Respondent that provides a response to this solicitation, and includes the Design-Build Entity and Key Firms that are identified as members of its team.
Highest Ranked Respondent	The Shortlisted Respondent that is determined by the Evaluation Committee and Regional San Board of Directors to provide the most advantageous Proposal to Regional San based on RFP evaluation.
Shortlisted Respondent	A Respondent ranked in the top three Respondents, that will be invited to submit a Proposal in response to the RFP.
Skilled and Trained Workforce	Skilled and trained workforce means a workforce that meets all of the following conditions: <ul style="list-style-type: none">• All the workers are either Skilled Journeypersons or apprentices registered in an apprenticeship program approved by the Chief of the Division of Apprenticeship Standards.• As of January 1, 2020, at least 60 percent of the Skilled Journeypersons employed to perform work on the contract or project by the DBE and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation that was either approved by the Chief of the Division of Apprenticeship Standards pursuant to Section 3075 of the Labor Code or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.
Skilled Journeyperson	Skilled journeyperson means a worker who either: <ul style="list-style-type: none">• Graduated from an apprenticeship program for the applicable occupation that was approved by the Chief of the Division of Apprenticeship Standards or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.• Has at least as many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program for the applicable occupation that is approved by the chief.

**Design-Build
Statutes**

California Public Contract Code sections 22160-22169, which grants legislative authority for use of design-build delivery. The full text of the code can be found here:
https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=3.&chapter=4.&article=

1. Overview and Project Background

1.1 Purpose

Sacramento Regional County Sanitation District (Regional San) is soliciting Design-Builders to design, build, provide extended commissioning/transitional operation, and maintenance services for the Sacramento Regional Wastewater Treatment Plant (SRWTP) Biogas Cogeneration System (Project) in Elk Grove, California.

This Request for Qualifications (RFQ) invites qualified Design-Builders, that have experience with biogas cogeneration system design, construction, operations, and maintenance to submit a Statement of Qualifications (SOQ) for the Project. Respondents' SOQs will describe overall qualifications, experience, and capacity for completing the Project.

1.2 Introduction to Sacramento Regional County Sanitation District

Regional San owns and operates the regional wastewater conveyance system and the SRWTP located near Elk Grove, California. It serves a population of about 1.6 million in the region.

Regional San provides wastewater conveyance and treatment services to residential, industrial, and commercial customers throughout unincorporated Sacramento County; the cities of Citrus Heights, Elk Grove, Folsom, Rancho Cordova, Sacramento, and West Sacramento; and the communities of Courtland and Walnut Grove. See Figure 1 on the following page.

The wastewater is collected from customers' homes and businesses via sewer collection pipes operated by one of four local sewer agencies. These pipes connect to its network of 169 miles of interceptor pipelines, which convey the wastewater to the SRWTP. There, approximately 150 million gallons of wastewater are treated each day and safely discharged to the Sacramento River.

Regional San was formed in 1973, and in 1982, after years of construction, the SRWTP began service. Regional San is governed by a 17-member Board of Directors representing all of the jurisdictions we serve throughout the region.

Regional San currently recycles its biogas. Biogas is a methane-rich, renewable by-product of the solids digestion process that is used as fuel to produce steam and electricity at the Carson Ice-Gen Project, a cogeneration facility owned by Sacramento Municipal Utility District (SMUD) and located at SRWTP.

The SMUD cogeneration plant has a capacity of 100 megawatts of power for local residential and industrial use. The electrical power produced with the SRWTP digester gas is enough to provide energy for approximately 5,800 households annually.

Regional San also uses some of the steam produced by the recycled biogas to heat the wastewater digesters at the treatment plant. In the event of a local power failure, the cogeneration plant serves as a backup power supply to keep the treatment plant running.

Mission

Regional San protects public health and the environment by conveying, treating, and recovering resources from wastewater responsibly and cost-effectively.

Vision

Regional San is a leader in environmental stewardship and a trusted partner in regional sustainability.

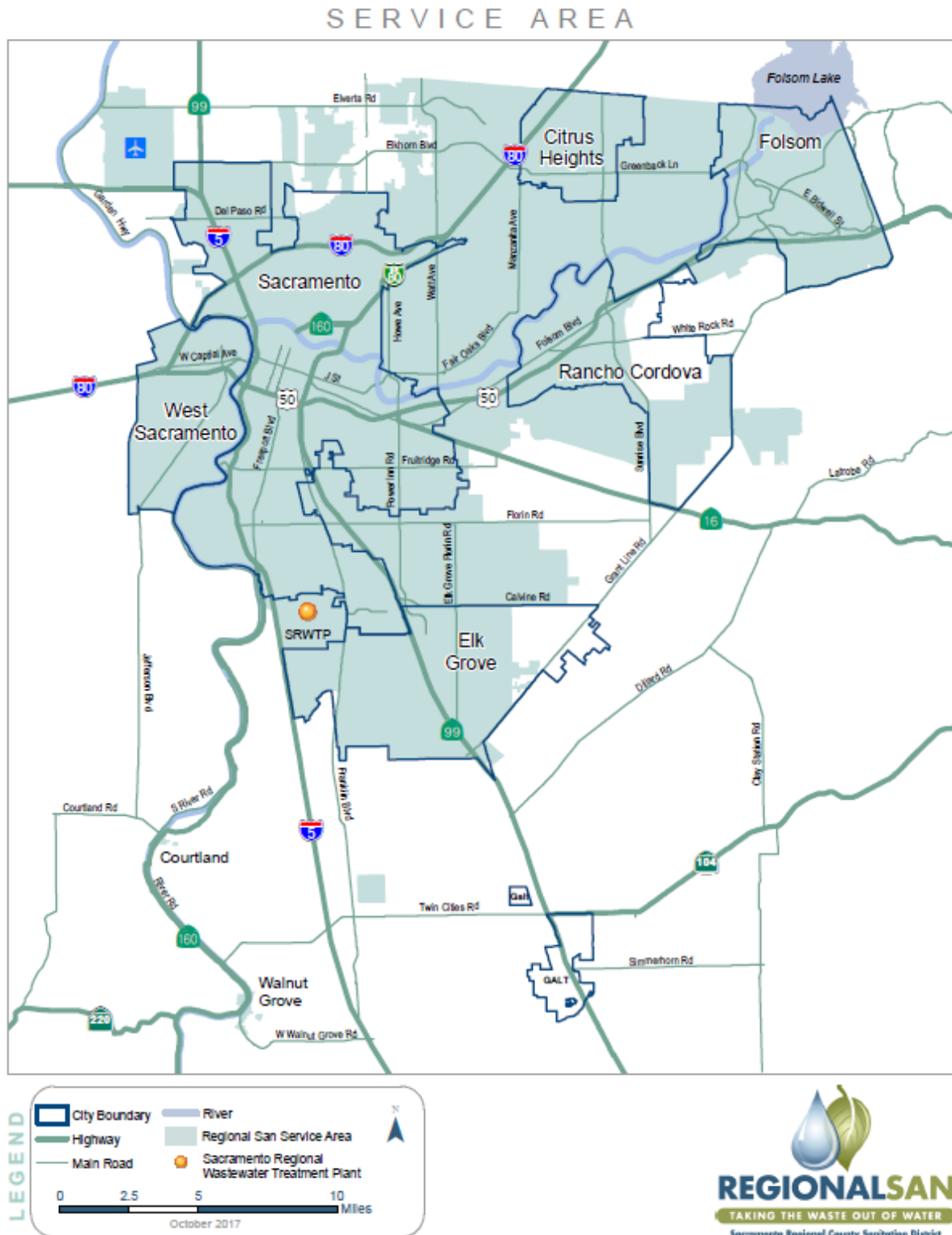


Figure 1. Regional San Service Area

1.3 Project Background

Regional San currently delivers renewable biogas to SMUD in exchange for reliable utility and backup power, steam for digester heating, and revenue according to the terms of the existing Commodity Agreement. The original driver for the agreement was the co-location of the Carson Cogeneration Plant on the SRWTP site, where digester gas helped fuel the power plant, and steam from the power plant could be returned for digester heating, but SMUD no longer combusts the digester gas on-site. Currently, SMUD sends Regional San’s biogas offsite to the Cosumnes Power Plant (via private pipeline), and steam for the digesters is produced by a natural-gas-fueled auxiliary boiler instead of the Carson Cogen Plant. With the Commodity Agreement expiring in 2025, Regional San is pursuing an alternative use for its biogas. Another driving force for a new biogas utilization project is to get Regional San exempted from “covered” process regulations via onsite biogas use. The level of effort associated with compliance with these regulations is significant.

1.4 Regional San Goals and Objectives

Regional San’s goals for the project are listed below (but are not arranged in order of importance):

- Successful biogas cogeneration startup by October 2025 (when the Commodity Agreement expires)
- Cost and schedule efficiency and predictability
 - Develop solutions that offer the best value
 - Budget and schedule predictability (and ability to meet the October 2025 startup date)
- Achieve Best Value for biogas
 - High cogeneration system efficiency
 - High uptime
- Lifecycle cost Best Value
 - Design for ease of operations
 - Design for low lifecycle and maintenance costs
 - Predictable maintenance and repair costs
- Seamless startup, commissioning, first-year operations, and transition to Regional San operation
 - Development and implementation of a robust training program to ensure a smooth transition from the Design-Builder to operations staff.
 - Safety and maintenance are considered in design solutions
- Environmental Stewardship. Protect the environment through responsible stewardship of natural resources
 - Meet CEQA and air permitting requirements
 - Implementation of proven technologies

2. Project Scope, Budget, and Draft Risk Allocation

2.1 DBoM Project Scope

Regional San is procuring a new biogas cogeneration engine system to utilize digester gas onsite to produce electricity and heat for the plant. Regional San is using a fixed-price design-build (‘DB’) delivery method with a Short-Term Operation/Extended Commissioning Period (‘o’, expected to be 1-year in duration, as will be defined in

the RFP), and a Long-Term Maintenance Period ('M', expected to be 10-years, as will be defined in the RFP). The design-build, (short-term) operations, and (long-term) maintenance delivery approach is labelled as "DBoM."

Design-Build Period: The proposed Biogas Cogeneration System Project currently includes:

- Addition of internal combustion engine generators (12-megawatt total capacity)
- Addition of a biogas conditioning system
- Addition of engine exhaust treatment (oxidation catalyst and selective catalytic reduction)
- Addition of hot water boilers (standby)
- New building to house engine and boiler systems
- Additional in-plant systems required to support the biogas cogeneration facilities and transition from steam-based heating and cooling to hot water heating and electric chilling

The engine generators are required to produce between 8 and 10 MW of power which will offset utility power purchases. Additional capacity would serve as standby. Analysis confirmed sufficient onsite power demand for this new system accounting for the existing onsite photovoltaic system and Regional San's involvement in SMUD's SolarShares program.

The biogas cogeneration system will require several major interfaces with existing SRWTP systems:

- Gas management system
- Digester heating system
- Electrical power distribution system
- Plant control system
- Site utilities

Interface requirements will be specified in the project technical requirements which will be issued with the RFP.

Acceptance requirements will be established in the RFP as a precondition of Substantial Completion. These requirements will set forth initial standards for the performance of the facility that must be met by the Design-Builder prior to transition to the Short-Term Operation/Extended Commissioning Period and Long-Term Maintenance Period.

Regional San's goal is to design and construct the biogas cogeneration project prior to the Commodity Agreement expiration in October 2025. In addition, Regional San recognizes that early delivery of the project would accelerate exemption from "covered" process requirements and provide energy cost savings. As a result, Regional San is pursuing design-build project delivery.

Short-Term Operation/Extended Commissioning Period: Upon demonstration of Design-Build Acceptance tests and Substantial Completion, a Short-Term Operation/Extended Commissioning Period will be initiated to demonstrate longer term performance requirements by the Design-Builder.

To support performance commitments during the Short-Term Operation/Extended Commissioning Period, the Design-Builder will take responsibility for operations of the facility (in addition to the concurrent implementation of first year of the Long-Term Maintenance Period scope), which will commence upon design-build Acceptance and Substantial Completion. The RFP will include an approach for the Design-Builder's provision of Short-Term Operation/Extended Commissioning Period scope, via its own operational resources, as well as an alternative option to engage Regional San resources in operational activities. If the Design-Builder opts to engage Regional San in operational activities during the Short-Term Operation/Extended Commissioning Period, such participation will in no way alleviate the Design-Builder's performance obligations.

During the Short-Term Operation/Extended Commissioning Period, the Design-Builder will be required to:

- Demonstrate continuous system performance against specific criteria that will be defined in the RFP for approximately 1 year.
- If, at any time during the short-term operations period, the system fails to meet the performance metrics defined by the DBoM contract, the Design-Builder will be required to either:
 - Remedy non-compliance (e.g., repair, redesign, reconstruct, or otherwise make adjustments), after which certain performance period demonstration requirements may be reset (which may extend the Short-Term Operation/Extended Commissioning Period for longer than the originally anticipated 1-year term);
 - Pay Liquidated Damages as per the DBoM Contract, in which the Design-Builder will be required to ‘buy down’ the financial impact of its non-performance based on a 20-year operating period. The RFP will include Liquidated Damages that will be calculated based on an extrapolation of the specified system non-compliance cost(s) for an expected 20-year lifecycle.

Long-Term Maintenance Period. The Design-Builder will have responsibility for negotiation and implementation of a long-term Maintenance Contract(s) (e.g. 10 years) for major equipment and systems. The Long-Term Maintenance Period will commence upon Substantial Completion. The Design Builder will be responsible for executing the Maintenance Contract during the Short-Term Operation/Extended Commissioning Period. Upon successful completion of the Short-Term Operation/Extended Commissioning Period the remaining term of the Maintenance Contract(s) shall be transferred to Regional San, with all agreed upon pricing structures, and pre-negotiated terms intact.

2.2 Project Cost and Funding

The expected cost range for the project is estimated at \$70 million (-15% to +20%) based on an AACE Class 4 estimate. Regional San intends to fund the work under its capital outlay fund. Should Regional San pursue WIFIA or SRF funding in the future, associated procurement requirements (e.g. good faith efforts) will be included in the RFP.

2.3 Draft Risk Allocation and Commercial Terms

2.3.1 Project Risk Allocation

The Draft Contract Term Sheet and Draft Risk Allocation Matrix has been provided as Attachment A. Respondents are invited to provide comments to this document, per the Table 4 in Section 4.4.

2.3.2 Anticipated Permitting and Approvals

Regional San recognizes that environmental review and numerous permits and approvals will be required to construct and operate the Project. A preliminary summary table of anticipated permits and approvals is shown in Table 1 below. Regional San emphasizes that this list of required permits and approvals is preliminary and may change or expand as the Project continues to be defined prior to the RFP.

In general, Regional San anticipates that the Design-Builder will be responsible for obtaining all permits and approvals, with the exception of CEQA and the Air Permit, as described below.

Table 1. Preliminary Table of Permits and Approvals				
Item No.	Description	Agency	Permit or Approval	Notes
1.	Site Civil: Grading, Paving, Landscaping Site Access, Construction Water /	Various	As required	

Table 1. Preliminary Table of Permits and Approvals				
Item No.	Description	Agency	Permit or Approval	Notes
	Stormwater Runoff compliance (SWPPP), Project Signs			
2.	Planning: Architecture, Planning Compliance (height, zoning, operational noise)	As required	Approval	Planning Code compliance check during design
3.	Building Permit: Structural, Mechanical, Electrical, Plumbing / HVAC	As required	Permit	
4.	Electrical Interconnection Agreement	SMUD	Approval	Behind-the-meter connection; interconnection modification for generators
5.	Instrumentation / SCADA	Regional San	Approval	Work with operators to identify preferred equipment, platform, programming
6.	Fire / Life Safety	As required	Permit	Permit based on Fire Code requirements; coordinate during design
7.	Air Permit (Authority to Construct, Permit to Operate)	Sacramento Metropolitan Air Quality Management District	Permit	See Note 1 below

Note:

1. *Regional San will initiate the air permitting process in parallel with procurement of the Project. Once the CEQA process is complete, and mitigation measures have been adopted by Regional San, it will submit the air permit application for the Project. The air permitting application is expected to be submitted during the RFP response period, and an addendum outlining preliminary air permitting requirements will be issued to Respondents. Authority for Construction is expected in Spring 2022. Design-Builder will support Regional San’s air permitting effort by providing timely information about equipment and emissions rates. Design-Builder will be responsible for designing and constructing a facility that meets air permit requirements and will be responsible for successful completion of Initial Source Tests required for obtaining a Permit to Operate the facility.*

2.3.3 California Environmental Quality Act (CEQA)

Regional San will secure CEQA clearance in parallel with procurement of the Project. CEQA approval by the District is expected to be obtained during the RFP response period, and an addendum outlining CEQA requirements will be issued to Respondents.

3. Procurement Process

3.1 Fixed-Price Design-Build Process Overview

Regional San has elected to use fixed-price design-build delivery for designing and constructing the Project. The Project will be procured according to California Public Contract Code sections 22160-22169.

The Project will be contracted and delivered using a single DBoM Contract for design, construction, extended commissioning, and maintenance of the system. This procurement will follow the two-step approach described below.

3.1.1 Step One - RFQ

Step One is the RFQ/SOQ process. All interested parties are invited to respond to this RFQ by submitting a SOQ. Respondents' SOQs will encompass team composition (firms and staff), organization and relevant experience on similar types and sizes of projects; resource availability and delivery capability; owner references; financial capacity; and proof of insurance and bonding ability. No pricing is requested as part of this RFQ.

A draft contract term sheet and draft risk allocation matrix is provided as Attachment A, and Regional San is soliciting feedback from Respondents on this document, per Table 4 in Section 4.4. Responses are voluntary and will not be scored. Regional San will provide a draft DBoM Contract to Shortlisted Respondents either prior to RFP issuance, or during the RFP process.

3.1.2 Step Two - RFP

Step Two is the RFP/Proposal process. The RFP is expected to be issued late April 2021 to the Shortlisted Respondents. Proposals will be evaluated on a Best Value basis where both non-price and price factors will be included. Best Value evaluation criteria will be included in the RFP.

The RFP may include the following:

- Design approach including equipment evaluation and selection
- Management and delivery approach, including permitting and approvals
- Construction approach and schedule
- Testing and training approach
- Acceptance and Extended Commissioning approach
- Maintenance approach
- Drawings and equipment list
- Limited commercial issues for negotiation
- Fixed price for DBoM scope

Draft DBoM Contract Review and Comment. Regional San intends to provide draft Design-Build Contract terms to the Shortlisted Respondents prior to the issuance of the RFP or during the RFP Step. Shortlisted Respondents will have the opportunity to provide comments to the draft DBoM Contract, and participate in confidential One-on-One Meeting(s) with Regional San to discuss commercial/contractual issues.

RFIs/Questions. Questions from Shortlisted Respondents will be addressed during the Proposal step, with Regional San responses and RFP Addenda issued to all Shortlisted Respondents. In addition, it is Regional San's intent to allow confidential questions related to the Respondents proprietary approach (e.g. an alternative technical solution) or specific circumstances that justify confidentiality during the proposal process, with Regional San responses going to the Respondent who posed the confidential question. Details of these procedures, including applicability of the Public Records Act to materials submitted by Respondents, will be set forth in the RFP.

Confidential One-on-One Meeting(s). It is Regional San's intent to invite Shortlisted Respondents to attend confidential One-on-One Meeting(s) to discuss technical and commercial issues. These confidential meetings will not be scored or otherwise evaluated as part of the Respondent's ultimate Proposal submittals. These meetings are anticipated to take place during the Proposal development process, following RFP release, at Regional San's sole discretion. More information will be shared with Respondents through the RFP document or through addenda to this RFQ document.

Interviews. Regional San may conduct interviews after Proposal submission, at Regional San's sole discretion.

Honoraria and/or Stipends. Regional San will not provide any compensation in the form of a stipend or honorarium to Respondents in conjunction with Step Two. SOQ and Proposal development expenses are the sole responsibility of the Respondent.

Evaluation of Proposals and Award. Following receipt of Proposals, an evaluation committee will review and evaluate each proposal received, and ultimately select a Design-Builder from among the Shortlisted Respondents. The evaluation will be based on a Best Value basis (not lowest cost). The Evaluation Committee will rank Proposals and enter into negotiations with the top-ranked Respondent. Regional San’s Board of Directors will award the Project to the Respondent whose Proposal presents the best value to Regional San based on the evaluation criteria included within the RFP, subject to section 5.10 below.

3.2 Procurement and Project Schedule

Table 2 provides detailed dates for key milestones for both the Respondents and Regional San through the procurement process. These dates are subject to change; any changes will be communicated via addendum to this RFQ.

Table 2. Procurement and Project Schedule	
Activity	Milestone
Open Industry Forum or Outreach	September 2020
RFQ Release	November 4, 2020
SOQ Questions Due	January 7, 2021
SOQ Due	January 14, 2021
Shortlist Notification	February 15, 2021
Provide Draft Contract to Shortlisted Respondents	February/March 2021
Contract/Commercial One-on-One Meeting	March 2021
RFP Release	April 30, 2021
Technical One-on-One Meeting 1	May/June, 2021
Technical One-on-One Meeting 2	June/July, 2021
Technical Proposal Due	September 13, 2021
Price Proposal / Technical Amendment Submittal Due	September 30, 2021
Selection and Notice of Intent to Award	October 22, 2021
Negotiation Period	October 23, 2021 to November 2021
Board Approval	December 1, 2021

3.3 Communication Protocol

All communications, including questions regarding the Project shall comply with the following communications protocol:

- Upon release of this RFQ, Respondents, including agents of Respondents, shall only make inquiries to the Project Contact identified in Section 3.4.
- This procurement is under a “Cone of Silence”. The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. During the Cone of Silence period, all communications regarding this procurement between Respondents and Regional San shall be addressed only to the Project Contact identified in Section 3.4. The Cone of Silence remains in effect from the time this RFQ is publicly posted until the time of publication of the recommended award, i.e. posting of the Regional San Board Agenda which contains the staff recommendation for awarding the contract. Other than communication with the Project Contact identified in Section 3.4 that is in accordance with the Communication Protocol identified in this Section 3.3, communication (of any form) with any Regional San staff, including its consultants, and Regional San Board members and their staff, is prohibited

during the Cone of Silence period. Violation of this Cone of Silence is grounds for Regional San to disqualify Respondent from participating in this procurement, at Regional San's discretion.

3.4 Project Contact

The project contacts for this RFQ are:

Steven Nebozuk and Cristina Lupercio
Project Managers
Sacramento Regional County Sanitation District
biogas@sacsewer.com

3.5 Respondent Questions

All questions regarding this RFQ should be sent via email to the Project Contact identified in Section 3.4.

- Respondent questions are to be submitted by January 7, 2021.
- All questions will be answered in writing and distributed to all Respondents via a Questions and Answers (Q&A) document, or via addendum to this RFQ.
 - Responses to Respondent questions that result in changes to the RFQ shall be answered via addendum.
 - All other responses to Respondent Questions will be issued in a Q&A document.
- Only questions that are answered in writing shall be binding. Oral and other interpretations or clarifications shall be without legal effect.
- Respondents must acknowledge any Q&A document(s) and/or addendum in accordance with the directions indicated in Table 4 in Section 4.4. It is the Respondent's responsibility to be informed of any Q&A document, and/or addenda that have been issued.
- Confidential questions are not allowed during the RFQ Response period.

3.6 Addenda

Regional San, may, from time to time issue clarifications or other changes to the RFQ, via written Addendum. Respondents must acknowledge all RFQ addenda in its Transmittal letter, see Table 4 in Section 4.4 for detailed SOQ requirements.

3.7 Site Tour

Site access for Respondents will not be offered as part of the RFQ response process. Site access for Shortlisted Respondents may be included as part of the RFP process, subject to prevailing COVID-19 restrictions.

3.8 Withdrawals/Resubmittal of SOQs

Respondent may withdraw its SOQ if Respondent submits a written request for withdrawal or resubmittal signed by an authorized representative of Respondent to the Project Contact identified in Section 3.4 prior to the SOQ Deadline. Respondent may revise its SOQ and resubmit prior to the SOQ Deadline. Corrections and/or modifications received after the specified closing time will not be accepted.

3.9 SOQ Evaluation

Regional San will establish an Evaluation Committee to review and score SOQs. Each SOQ will be reviewed for compliance to determine whether it is responsive to the RFQ. Failure to comply with the requirements of this RFQ may result in a SOQ being rejected as non-responsive. At its sole discretion, however, the Evaluation Committee may waive any minor irregularity in the SOQ and may request clarification or additional information to remedy a failure. At its sole discretion, the Evaluation Committee may also reject all SOQs and/or proposals.

Respondents will be required to demonstrate that they meet certain minimum qualifications indicated as Pass/Fail elements. Regional San also reserves the right to conduct reference checks for Featured Projects as well as Key Staff. Regional San may also conduct reference checks on non-featured projects, where Respondent members or Key Staff have played a key role. The Evaluation Committee will evaluate, score and rank the responsive SOQs that satisfy the minimum qualification requirements using the evaluation criteria set forth in Table 4 in Section 4.4.

Upon completion of SOQ scoring, Regional San will notify all Respondents of their status on or off the shortlist and whether they are eligible to receive the RFP. Regional San anticipates shortlisting three Respondents but reserves the right to shortlist fewer or additional Respondents if doing so is in the best interest of Regional San.

3.10 Protest Procedures

Procurement Documents Protest

1. Any protest regarding procurement documents shall be submitted in writing (electronic) to the Project Contact identified in Section 3.4.

Shortlisting or Notice of Intent to Award Protest:

1. After thorough review of Respondent Statement of Qualifications, the District Engineer or his designee will notify all Respondents of their status on or off the shortlist.
2. After thorough review of Respondent Proposals, the District Engineer or his designee will issue the Notice of Intent to Award (NOIA) to the Selected Respondent. The NOIA will be provided to all Respondents in writing.
3. Only a Respondent may file a protest. Protests shall include a detailed statement of the factual and/or legal grounds for the protest and the remedies sought by the Respondent submitting the protest. Shortlisting or NOIA Protests must include copies of all documents forming the basis of the protest and must be signed by the person submitting the protest.
4. A protest regarding procurement procedures or the selection of Shortlisted Respondents shall be submitted with supporting documentation in writing (electronic) to the Project Contact identified in Section 3.4 within five (5) business days after Regional San issues the notification to all Respondents of their status on or off the shortlist. Protests received after the five (5) business day deadline will not be considered by Regional San.
5. A protest regarding procurement procedures, or the selection of the Selected Respondent shall be submitted with supporting documentation in writing (electronic) to the Project Contact identified in Section 3.4 within five (5) business days after Regional San issues the "Notice of Intent to Award." Protests received after the five (5) business day deadline will not be considered by Regional San.
6. Along with the filing of the protest, the Respondent shall deposit a protest fee in the amount of \$20,000. The protest fee must be paid by certified check or money order made payable to the "Sacramento Regional County Sanitation District". The protest fee shall be refunded to the Respondent should its protest be successful. A successful protest means that either:
 - The shortlist is changed from the shortlist being recommended by Regional San staff; or
 - The contract is NOT awarded to the Respondent being recommended by Regional San staff.

7. The District Engineer will evaluate the merits of the protest and will make the final determination regarding a Protest. The District Engineer will issue a written response within seven (7) business days after receipt of a protest. The decision will be in writing and distributed to all Respondents at least six (6) working days prior to the Regional San Board meeting for project award. The Regional San Board Agenda will also be publicly posted indicating the recommended award.
8. If the protestor disagrees with the District Engineer’s decision, the protesting party may seek relief from the Regional San Board of Directors at the public hearing for award of the contract. All written communication from the protestor submitted in support of its effort to seek relief from the Regional San Board of Directors must be received by the Project Contact identified in Section 3.4, for the project by four (4) working days before the start of the Regional San Board meeting at which the award will be considered by the Regional San Board of Directors. No written communication received after this deadline will be considered.
9. Once the Regional San Board of Directors has awarded the contract, the protesting party may appeal the Regional San Board of Director’s award to the Superior Court. Litigation regarding protests on procurement documents and other procurement and award procedures shall commence only after the protest procedure in this Section has been completed.

4. Submittal Requirements and Evaluation Criteria

4.1 SOQ Due Date/Time and Required Electronic Copies

SOQs must be uploaded to SacDrive or emailed to the Project Contact identified in Section 3.4 on or before January 14, 2021 at 3:00 p.m. Pacific Standard time.

Important note regarding SOQ submittals:

- **SOQ Upload to SacDrive:** All Respondents interested in submitting a SOQ to SacDrive must email the Project Contact identified in Section 3.4 to be placed on a SacDrive Submitters List. The Project Contact will send each requestor a direct link to SacDrive folder (where a Respondent’s SOQ may be uploaded) after the request has been made. Provide the name, company, and email address of the person (up to two people) who will be responsible for submitting the Respondent’s SOQ.
- **Email Submittal of SOQs:** Alternatively, Respondents may email their SOQ directly to the Project Contact identified in Section 3.4. If Respondents elect to email their SOQs, the Project Contact will provide an email confirmation that the SOQ has been received by Regional San.

The maximum size limit for electronic submittals (to SacDrive or sent via email) is 24.5 MB.

Electronic PDF copies should be uploaded to SacDrive or emailed directly to the Project Contact identified in Section 3.4	Upload (or email) one separate electronic PDF file for each of the following: <ul style="list-style-type: none"> • SOQ Section 1 through Section 8 (Technical Qualifications) • SOQ Section 9 (Financial Capacity)
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It is recommended that Respondents request access to SacDrive prior to the SOQ submittal deadline, in order to get an account setup, and troubleshoot any issues. Late submittals related to technical difficulties will not be accepted. Respondents are also encouraged to test uploads to SacDrive (file uploads, renaming files, and deleting files, etc.) prior to the SOQ submittal deadline.

4.2 Evaluation Weighting

SOQs will be scored by the Evaluation Committee based on the evaluation criteria noted in Section 4.4 according to the weights listed in Table 3 below.

Table 3. Required SOQ Organization and Section Weightings		
Section	Description	Weight
N/A	Transmittal Letter	Evaluated for Compliance Only
Section 1	Executive Summary	
Section 2	Respondent Organization	10%
Section 3	Project Organization and Key Personnel Qualifications/Experience	30%
Section 4	Relevant Project Experience	35%
Section 5	Delivery Capacity and Approach	20%
Section 6	Safety	5%
Section 7	Comments to Draft Commercial Terms and Risk Allocation Matrix	Not Evaluated
Section 8	Required Forms	Evaluated for Compliance Only
Section 9	Financial Capacity (submit as separate electronic file)	Evaluated for Compliance with Minimum Requirements

4.3 Submittal Format

SOQs should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of the RFQ. Non-standard format or presentation, promotional materials, extraneous content, etc., are not necessary or desired. Respondents are highly encouraged to limit responses to only the length necessary. Respondents must strictly follow the submittal outline as shown in Section 4.4. Emphasis should be concentrated on conformance and clarity of content. Respondent SOQs shall be completed in all respects as indicated. A SOQ may be rejected if it is conditional or incomplete, or if it contains irregularities of any kind.

SOQs which contain false or misleading statements, or which provide references which do not support an attribute or capability of the Respondent, may be rejected. If, in the opinion of Regional San, such information was intended to mislead Regional San in its evaluation of the SOQ, and the attribute or capability was a requirement of the RFQ, the SOQ shall be rejected.

The SOQ transmittal letter must be signed by an individual who is authorized to contractually bind the Respondent. The signature should indicate the title or position that the individual holds in the firm. Firms who sign their contracts with the name of the firm must provide the name of the corporate officer for signature validation by Regional San.

Page layout and font types and sizes shall be legible. While there is no minimum font size, it is expected that narrative sections should be legible. Smaller fonts are to be expected for tables and graphics, but illegible or difficult to read material may receive significantly lower scores. Where a limitation on the number of pages for a given section is indicated, a “page” shall count as one printed face equivalent of a standard 8.5-inch by 11-inch page. 11-inch by 17-inch pages may be used, but shall be considered as two-pages for page count purposes and numbered accordingly.

Electronic submittals should be in PDF format set for printing on standard equipment and paper sizes without printer adjustment and without any password or other security setting embedded in the document. The maximum size limit for electronic submittals is 24.5 MB.

4.4 Submittal Requirements and Evaluation Criteria

To facilitate review of the information submitted, SOQs must contain the requested content presented in the order listed in Table 4 below. Respondents should use the following table as the basis for compiling SOQs. Responses that fail to meet these requirements may be rejected at Regional San’s discretion.

Section 9 of the SOQ (Financial Information) should be submitted as a separate volume/file. Financial information will be reviewed by qualified individuals, and Regional San will maintain these documents in accordance with Section 5.7. Public Records Act. Electronic files will be deleted after completion of the SOQ evaluation process.

Table 4. SOQ Submittal Requirements	
Submittal Requirements/ Instructions	Evaluation Considerations
Transmittal Letter	
Provide a transmittal letter: <ul style="list-style-type: none"> The transmittal letter must be signed by an individual who is authorized to contractually bind the Respondent. Letter must also include the name, title, email, and phone number for the Respondent’s preferred single point of contact for all procurement-related communication (which may differ from the authorized individual). Letter must also include acknowledgment of all RFQ Addenda and any Q&A document(s). Letter must also include certification by the Design-Build Entity and its general partners or joint venture members, under penalty of perjury, that the information provided in the Statement of Qualifications is true and correct. <u>Page Limit</u> for Transmittal letter: 2 pages	
Section 1. Executive Summary	
Provide an Executive Summary of Respondent’s SOQ that briefly summarizes a Respondent’s background, capabilities, and capacity; Respondent organization; Key Personnel qualifications; Relevant experience on similar projects; any additional information Respondent deems appropriate. <u>Page Limit</u> for Section 1: 6 pages	
Section 2: Respondent Organization	
<p>Submittal Requirements</p> <p>Respondent Structure. Describe the legal structure and composition of the Respondent that will constitute the “Design-Build Entity (DBE, also referred to as the “design-builder”). If Respondent is a consortium of more than one company or individual, define a designated lead entity within the Respondent consortium. Provide information on the relative share held by each consortium member. Identify the legal form (e.g., an LLC, partnership, or a Joint Venture, etc.) and the status of agreements in place to formalize the consortium now or in the future, prior to the execution of any contractual agreements for this Project.</p> <ul style="list-style-type: none"> Clearly state and define the joint and several liabilities of the consortium membership and clearly define any specific roles or responsibilities allocated for individual consortium members. If Respondent is a privately held corporation, limited liability company, partnership, or joint venture, include a listing of all the shareholders, partners, or members who will perform work on the project. Respondent must be willing to commit to a parent guarantee (Respondents should note that a parent guarantee will be required). <p>Risk Allocation Respondent should clearly explain how risk will be apportioned among its members. Responses should indicate how the risk allocation is suitable to a project of this nature.</p>	<p>High scoring responses will:</p> <ul style="list-style-type: none"> Clearly and transparently describe its legal structure/basis and status of agreements in place (i.e. what form of partnership is the team planning to form for this project?), and will provide clear, compelling rationale for choosing this structure. Expressly define the risk allocation among Respondent members and that risk distribution has been thoughtfully considered, and is suitable for this project. Demonstrate that the Respondent structure was chosen based upon the Respondent member’s impressive past experience on other projects to achieve similar goals, and the Respondent member’s track record of success working together.

Table 4. SOQ Submittal Requirements

Submittal Requirements/ Instructions	Evaluation Considerations
<p>Team Experience with Structure. Discuss how the Respondent has used this entity structure or similar entity structure to deliver similar projects, lessons learned from those projects, and benefits of the structure to Regional San and this Project.</p> <ul style="list-style-type: none"> Specifically, the SOQ should address the number and value of projects that the Respondent members have completed together under this organizational structure and how the scope of those projects compares with the proposed scope of this project. If the Respondent members have not worked together under the proposed structure, then it should provide information to demonstrate that it is equipped and well-prepared for such an arrangement. <p>Respondent and Key Firm Organization Chart. Provide a Respondent Organization Chart showing reporting structure, roles, and responsibilities of its members.</p> <ul style="list-style-type: none"> This organization chart should show the relationship of entities, not personnel. Discuss alignment of roles and responsibilities with qualifications and experience of Respondent entity members. <p><u>Page Limit</u> for Section 2: not applicable</p>	<ul style="list-style-type: none"> Clearly define roles and lines of reporting and responsibility, as well as clearly define the structure and organization of the Key Firms.
Section 3: Project Organization and Key Personnel Qualifications/Experience	
<p>Submittal Requirements</p> <p>Project Organization. Provide a narrative description of the Respondent’s project organization, including how it will adapt and change as the project evolves from design to construction to operations and then maintenance.</p> <p>Personnel Organization Chart. Provide a Personnel Organizational Chart showing reporting structure, firm affiliation for all Key Personnel and other named positions, that demonstrates clear lines of reporting and responsibility.</p> <ul style="list-style-type: none"> The organization chart should include the following Key Personal, at a minimum: Design-Build Project Manager, Design Manager (EOR), Cogen System Engineer, Construction Manager, and an Operations Specialist, and Maintenance Manager. (One person may fulfil multiple Key Personnel roles). Respondent may add up to 1 additional Key Personnel role as it deems appropriate. Staff that are not designated as Key Personnel are considered “other named personnel.” Other named personnel should be shown to demonstrate other required capabilities and the overall capacity of the Respondent. Provide resumes for Key Personnel only, which should be included as an attachment to this section as noted below. Resumes are not required for other named personnel, but short summary biographies should be included in a table format as part of the narrative response in this section. <p>Key Personnel Resumes should be provided as an attachment to follow the above narrative. Provide resumes for Key Personnel which should be included as an attachment to this section. Respondents must clearly demonstrate Key Personnel have sufficient experience and training to competently manage and complete the design, construction, short term operations and maintenance of the project.</p> <p>At a minimum, include the following for each Key Personnel resume:</p> <ul style="list-style-type: none"> Name, and functional role on this Project, and company affiliation. List the specific roles(s) the Key Personnel held in the Respondent’s Featured Projects (and/or other projects) and summarize responsibilities. Summarize how their experience is relevant and fulfills the required responsibilities for this Project. Provide Affirmation that Respondent will retain proposed Key Personnel for the duration of the project. Provide at a minimum of one reference, preferably from one of the featured Projects on Form 1. 	<p>High scoring responses will:</p> <ul style="list-style-type: none"> Plainly and definitively depict the organizational approach to delivery and how it effectively anticipates and addresses this Project’s needs, and will clearly and logically describe how team responsibilities will adapt and change as the project evolves. Present within its Key Personnel Org chart clearly defined roles that align well with Key Personnel’s individual qualifications and experience. For other named staff biographies, high-scoring responses will include relevant qualifications, clear descriptions of, and justification for, these roles, and how these staff will contribute to overall project success. Unequivocally demonstrate that Key Personnel, and other named personnel, have relevant experience and expertise, and that their involvement will benefit this project. <ul style="list-style-type: none"> Specific design, construction, operations and/or maintenance expertise with biogas cogeneration systems will receive the highest scores.

Table 4. SOQ Submittal Requirements

Submittal Requirements/ Instructions	Evaluation Considerations
<p>In addition, Respondents should reference where specific role and/or experience descriptions listed in resumes are related to the experience required for his project, for each of the following disciplines:</p> <ul style="list-style-type: none"> • Design, including organization and coordination of multi-disciplinary engineering team responsible for supporting a design-build project. • Cogen System Design, including implementation of a biogas cogeneration system, gas-fueled engine generators, biogas conditioning systems, engine exhaust treatment, and integration to existing plant systems. • Construction of treatment facilities, including a discussion of maintenance of plant operations at an operational facility. • Operation of Cogen Systems, including a discussion of any training programs implemented to ensure a smooth transition to the Owner’s operation staff. • Maintenance of a biogas cogeneration system, or other relevant system. <p><u>Page Limits:</u></p> <ul style="list-style-type: none"> • For Section 3 narrative (Project Organization narrative, project organization chart and summary biographies of other named personnel): not applicable • For each Key Personnel resume: 2 pages each 	<ul style="list-style-type: none"> - Staff with experience in multiple categories (design, construction, operations, and maintenance) on fixed-price design-build biogas cogeneration projects will receive the highest scores. - Staff shown on the Featured Reference Projects in the following section will receive the highest scores.
Section 4: Relevant Project Experience	
<p>Submittal Requirements</p> <p>Demonstrate Experience and Ability to Achieve Date Certain Operational Status. Provide an overview of the team's ability to deliver a project on time and its ability to meet performance-based acceptance testing requirements to achieve date-certain operational status. Reference featured projects, or other projects, as appropriate.</p> <p>Maintenance of Plant Operations and Minimizing Project Impact. Provide a narrative that describes the Respondent’s demonstrated ability to maintain operations at existing facilities during similar/comparable construction projects and methods used to minimize construction impacts on operations. Reference featured projects, or other projects, as appropriate.</p> <p>Collective Team’s Experience on Similar Projects. Provide an overview narrative of Respondent’s experience on designing, constructing, operating, and maintaining a biogas cogeneration system at an operational wastewater treatment plant, or a project with similar attributes.</p> <ul style="list-style-type: none"> • Include a discussion of experience related to various delivery methods with a focus on successful fixed-price design-build delivery. • Discuss how this experience aligns to this project. Respondent must clearly demonstrate experience, competency, capability, and capacity to complete projects of similar size, scope, or complexity. • Based on the relevant experience categories identified on the Project Experience Matrix (Form 1), summarize how the Respondent’s collective experience will result successful delivery of this Project. <p>Key Personnel Experience Working Together. Discuss where Key Personnel and other named personnel have worked together previously on the projects discussed in this section and describe the benefits of that prior collaboration.</p> <ul style="list-style-type: none"> • Respondents should use Form 1 Project Experience Matrix to indicate which Key Personnel worked together as a group on the featured Projects. <p>Form 1: Demonstrate Relevance of Team’s experience by checking the relevant experience categories on the Project Experience Matrix in Form 1 Include Form 1 as an attachment to this section.</p> <ul style="list-style-type: none"> • In Form 1 Provide a minimum of three (3) and up to seven (7) Featured Projects. Align the Featured Project scopes to the experience categories listed in Form 1. Checking all of the required experience categories with fewer Featured Projects is generally preferred. 	<p>High scoring responses will:</p> <ul style="list-style-type: none"> • Provide Featured Project Descriptions that clearly describe how the Respondent achieved date-certain operational status on similar projects with challenging schedules, through innovation or ingenuity. • Demonstrate the Respondent’s proven ability to maintain operations at an operational WWTP during construction for a project containing similar process biogas/hot water piping scope, with minimal planned plant shutdowns, and minimal impact to staff and operations. • Describe experience in designing, building, operating and maintaining a biogas cogeneration system at an operational wastewater treatment plant and will include a discussion of experience related to fixed price design-build delivery. - Respondents that provide descriptions of qualifications for most relevant projects (size/scope) will receive the highest scores.

Table 4. SOQ Submittal Requirements

Submittal Requirements/ Instructions	Evaluation Considerations
<p>Provide Project Descriptions for the Projects listed on Form 1. Include project descriptions as an attachment to this section. At a minimum, project descriptions should include the following:</p> <ul style="list-style-type: none"> • A description of the specific scope performed by the Respondent member(s) on the project, including the total installed cost of the project, and the current status of the project (e.g., in construction, complete, etc.) • For each experience category checked on Form 1, provide a summary of how the project meets the criteria for that experience category. • Provide at least one owner/client reference (name, title, organization, telephone number, and email address). Obtain permission and provide affirmation to contact owner/client references. <p><u>Page Limits:</u></p> <ul style="list-style-type: none"> • For Section 4 narrative (relevant project experience): not applicable • For Form 1 Project Experience Matrix: not applicable • For each featured Project Description: 2 pages each 	<ul style="list-style-type: none"> • Unequivocally demonstrate the similarity and relevance of a team’s experience by aligning the greatest number of relevant experience categories in Form 1 to corresponding details in the Featured Project Descriptions. • Demonstrate via the Project Experience Matrix that proposed Key Personnel have experience working together on a high number of similar projects, and those projects align to the greatest number of relevant experience categories in Form 1.
Section 5: Delivery Capacity and Approach	
<p>Submittal Requirements</p> <p>Resource Identification and Utilization. Describe Respondent’s overall approach to delivering the Project, including the location of resources, including staff, materials, and equipment. If labor and equipment will be imported for the project, Respondents should outline a plan for minimizing costs associated with importing resources.</p> <p>Approach to Self-Performance. Generally, discuss the elements of the Project that Respondent intends to self-perform (via Design-Build Entity and Key Firms). Identify work that is likely to be subcontracted and how the Respondent will approach subcontracting commitments during the RFP response period versus bidding out work after award.</p> <p>Approach to Short-Term Operation/Extended Commissioning. Respondents should describe how it will manage the overall planning, scheduling, and coordination of the Short-Term Operation/Extended Commissioning scope on a “big picture” basis. Respondents should:</p> <ul style="list-style-type: none"> • Discuss its approach and experience in integrating operations and maintenance input and life-cycle cost optimization into the Project. Respondents should discuss how early involvement of operations and maintenance input and how life-cycle cost optimization will benefit the project. • Include a description of the Respondent’s assessment of specific operational requirements. Include an initial assessment of whether this scope should be performed by the Design-Builder (or its assignee) itself, or whether such scope can be reasonably performed by Regional San without impacting the Design-Builder’s performance requirements. • Include a discussion of Respondent’s understanding of and commitment to a performance-based demonstration (i.e. short-term operations) period in the DBoM context <p>Approach to Long-Term Maintenance. Respondents should describe how it will Scope, negotiate, and implement a long-term Maintenance Contract(s) to be managed by the Design-Builder for the first year, which will be assigned to Regional San after the one-year Short-Term Operation/Extended Commissioning period. Respondents should:</p> <ul style="list-style-type: none"> • Describe the major equipment and systems to be covered by Maintenance Contract(s), the expected number of standalone agreements, and the likely entities with which the agreements will be executed (e.g., original equipment manufacturers, regional equipment representatives) 	<p>High scoring responses will:</p> <ul style="list-style-type: none"> • Assess and project labor resources, equipment inventory and proximity of these resources to the site, and address the likelihood of whether labor/equipment will need to be imported. Higher scores will be given to Respondents who outline an approach that minimizes cost impacts related to imported resources (if applicable). • Provide a well-thought out assessment of the appropriate balance of self-performance to subcontracting for this project, based on Respondents capabilities and qualifications. • Clearly describe how it intends to integrate and optimize operations and maintenance input and life-cycle cost optimization into the project, and will outline specific benefits to be realized by Regional San. • Provide a well-reasoned discussion of anticipated operational approaches that demonstrates a clear understanding of and commitment to a performance-based demonstration period.

Table 4. SOQ Submittal Requirements

Submittal Requirements/ Instructions	Evaluation Considerations
<ul style="list-style-type: none"> Provide a discussion of the maintenance scope to be included in such agreements including operational requirements vs. maintenance agreement scope Discuss how the Respondent intends to negotiate with original equipment manufacturers, equipment vendors or others to achieve favorable terms that will be of benefit to Regional San once the maintenance contracts with the equipment suppliers/maintenance contractors are transferred to Regional San. (Note that the form of the Maintenance Contract shall be approved by Regional San prior to execution.) <p>Page Limit for Section 5 narrative (Delivery Capacity and Approach): not applicable</p>	<ul style="list-style-type: none"> Provide detail around the anticipated approach to negotiations for Maintenance Contract(s), and how this approach will benefit Regional San in the long term.
Section 6: Safety	
<p>Submittal Requirements</p> <p>Safety Program. Provide a narrative summary of Respondent’s safety program and safety record including supporting evidence for all construction-related members of the Respondent.</p> <ul style="list-style-type: none"> Narratives should provide information on its safety program and its demonstrated effectiveness on similar projects. Discuss your approach to effectively managing COVID-19 related impacts for each phase of the project (i.e. videoconferencing in lieu of in-person meetings, if an onsite employee tests positive, testing policies, etc.) <p>Safety History. Provide the following safety information for the past three years for members of the Respondent with responsibilities for construction:</p> <ul style="list-style-type: none"> Experience Modification Rate (EMR) calculated by the National Council on Compensation Insurance or similar rating bureau. Describe all Occupational Safety and Health Administration violations and all workers’ compensation and safety claims for members of the Respondent. Completed Occupational Safety and Health Administration Form 300A, Summary of Work-Related Injuries and Illness. (attach to the end of the response to this Section) <p>Page Limit for Section 6 narrative (Safety program and History): not applicable</p>	<p>High scoring responses will:</p> <ul style="list-style-type: none"> Demonstrate a safety record significantly better than average (EMR = 1). Provide a convincing description of Respondent’s safety program, its effectiveness and implementation on similar projects, and how the overall safety program will be beneficial/successful on this project. Discuss Respondent’s approach to managing COVID-19 related impacts.
Section 7. Comments to Draft Commercial Terms and Risk Allocation Matrix	
<p>Submittal Requirements</p> <p>Respondents may provide comments on Regional San’s Draft Commercial Terms and Risk Allocation Matrix. Comments will not be scored, but may be considered by Regional San in developing the draft DBoM Contract to be provided to the Shortlisted Respondents. Comments should be provided in a table format, and include proposed alternative language where appropriate.</p> <p>Page Limit for Section 7 Contract Comments: not applicable</p>	
Section 8. Required Forms	
<p>Submittal Requirements</p> <p>Form 2. Surety or Broker Letter of Intent</p> <ul style="list-style-type: none"> Provide letter from surety(ies) or broker confirming Respondent’s ability to obtain payment and performance bonds and current available bonding capacity. Minimum individual project bonding capacity of \$100 Million. Identify name and rating of surety(ies). If the Respondent is a joint venture, partnership, or association, provide required surety letter for all venture entities responsible for bonding. Respondents should note that payment and performance bonds for the project must be in the form and in the amount required by Regional San, and issued by a California admitted surety. The amount of the payment bond shall not be less than the amount of the performance bond. The payment and performance bonds will be required to be submitted to Regional San 10 days after award. 	

Table 4. SOQ Submittal Requirements

Submittal Requirements/ Instructions	Evaluation Considerations
<p>Form 3. Insurance Company or Broker Affirmation of Availability of Coverage for Required Insurance</p> <ul style="list-style-type: none"> • Provide a letter from insurers or broker affirming Respondent’s ability to obtain the types and limits of insurance anticipated to be required for the Project, including the Engineer of Record’s Professional Liability Insurance. • Identify names and ratings of insurer(s). • If the Respondent is a joint venture or partnership, provide the required letter for each member of the entity. • Preliminary insurance requirements are provided as Attachment B. <p>Form 4. Required Licensure and DIR Registration</p> <ul style="list-style-type: none"> • Respondent shall demonstrate that it possesses the necessary licenses, registrations, and certifications to complete the project, including relevant California construction licenses and registration with the Department of Industrial Relations, and that the Design Manager and the individual who will act as the engineer of record possess the necessary engineering license in California for the type of work to be performed. • Each member of the Respondent should fill out the applicable portion of this form. • Create as many copies of individual pages as are necessary to complete the form. <p><u>Page Limit</u> for Required Forms: not applicable</p>	

Section 9: Financial Capacity (submit as separate electronic file)

Submittal Requirements

Respondents must provide electronic copy of the following financial information separately from the technical submittal. Information should be provided for Respondent and for any parent company, affiliated company, or third party providing financial guarantees for the project.

- The business form of the Respondent, whether a corporation, limited liability company, partnership, joint venture, or other legal entity, as well as a copy of the organizational documents, structure and agreement committing to form the organization among the Key Firms. Respondents should also indicate any parent company(ies), if applicable.
- Provide financial statements for the past three (3) years. For publicly traded companies, reference to U.S. Securities and Exchange Commission (SEC) 10K filings and any recent 10Q filings are adequate. For entities that are not publicly traded, provide audited financial statements for the same period. Copies of audited annual financial statements (including the management discussion and analysis, if available) for the last three (3) fiscal years and the most recent quarterly financials released since the last annual statement. Where audited annual financial statements are not available, provide reviewed financial statements.
- If the annual financial statements are not audited, please provide reviewed financial statements, along with a signed statement by an appropriate officer of the Respondent that: “The financial statements have been prepared in accordance with Generally Accepted Accounting Principles.” Please explain any exceptions.
- Provide total capacity of the Respondent’s credit facility, expiration date and the current amount available. Provide current credit rating information to the extent available.
- A summary of the Respondent’s current outstanding backlog of design-build work and other project-relevant work as of the most recent quarter and for the prior two (2) fiscal years. Provide any potential impacts regarding COVID-19 that may influence current operations and/or work.
- If the Respondent is not subject to regulation by the Securities and Exchange Commission, confirmation of the following, signed by an appropriate officer of the Respondent: “There have not been any material adverse changes to the financial condition of the company from the date of the most recent financial statements.” Please explain any exceptions. If the Respondent is regulated by the Securities and Exchange Commission, please provide all filings subsequent to the date of the most recent 1Q related to material adverse changes to the business.
- Confirmation of the following: “There is no current, recent (3 years), or pending civil or criminal litigation or proceedings in which any Key Firm, is or has been a party either as plaintiff/defendant/accused, that materially reflects on the qualifications of the Respondent or the Respondent’s ability to perform work on the Project signed by an appropriate officer of the Respondent. Please explain any exceptions.
- Respondent shall disclose any claims made against their payment/performance bond in the past three years. Respondent shall provide a notarized letter(s) from its Surety (or Sureties) or broker verifying the Respondent has a minimum bonding capacity of \$100 million available for this Project for performance and payment bonds (Attach a copy of Form 2). The Respondent’s surety (or sureties) must have a rating of A- or better in the latest revision of the A.M. Best Company’s Insurance Report and must be authorized by law to do business in the State of California, and must be listed in the most recent U. S. Department of Treasury Circular 570.

Page Limit for Financial Capacity: not applicable

5. Requirements and Conditions for Respondents

5.1 Organizational Conflict of Interest Policy

It is Regional San's general procurement policy that any person or firm under contract, or previously under contract, to prepare procurement documents, preliminary plans, planning reports or other project development products for the Project will not be allowed to participate in any capacity as a Respondent. Regional San will also be adopting a specific organizational conflict of interest policy for design-build projects prior to the issuance of the RFP for this Project, which will be circulated to all short-listed Respondents once adopted.

Respondents will be required to submit an organizational conflict of interest certification form with their proposals, which form will include information concerning organizational conflicts of interest and disclose all relevant facts concerning any past, present or currently planned interests that may present an organizational conflict of interest. Respondent shall state how its interests or those of any of its team members, consultants, contractors or subcontractors, including the interests of any chief executives, directors or key personnel thereof, may result in, or could be viewed as, an organizational conflict of interest.

By submitting its SOQ, each Respondent agrees that, if an organizational conflict of interest is thereafter discovered, Respondent must make an immediate and full written disclosure to Regional San that includes a description of the conflicts and the action that Respondent has taken or proposes to take to avoid or mitigate such conflict(s). If an organizational conflict of interest that Respondent knew, or should have known about, but failed to disclose is determined to exist during the procurement process, Regional San may, at its sole discretion, disqualify Respondent at any time. If an organizational conflict of interest that Respondent knew, or should have known about, but failed to disclose exists and Respondent has entered into the DBoM Contract as the Design-Build Entity, Regional San may, at its sole discretion, terminate the Contract at any time. In either case, Regional San reserves all legal rights and remedies.

Respondents are also advised that Regional San's pending organizational conflict of interest policy for design-build projects is intended to supplement applicable state law. Such applicable law will also apply to Respondents and team members, and may preclude certain firms and their entities from participating on a team.

5.2 Restricted Parties

Regional San has retained the following consulting firms to provide guidance in preparing this RFQ, the RFP, and input to related financial, contractual, and technical matters. These firms are prohibited from responding to this procurement, joining or teaming with a Respondent, or otherwise assisting any Respondent with this procurement process:

- Brown and Caldwell
- HDR Engineering, Inc.
- Ascent Environmental, Inc.
- Nossaman LLP
- Hanson Bridgett LLP
- Trinity Consultants

5.3 Department of Industrial Relations (DIR) Compliance

Respondents must note valid DIR registration numbers for Respondent's personnel and sub-consultants performing public works tasks. Pursuant to Labor Code section 1725.5, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a).

To comply with this requirement, Respondents are required to complete Form 4. Required Licensure and DIR Registration, and submit the form with its SOQ, per Table 4 in Section 4.4.

5.4 Prevailing Wage Requirements

The County of Sacramento received final approval from the Director of California Department of Industrial Relations as a Labor Compliance Program effective March 15, 1994. Labor compliance efforts will be coordinated through this labor compliance program. Pursuant to California Labor Code Section 1720 et Seq., and Section 1770 et Seq., the Design-Build Entity shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of the prevailing wage determinations are on file at the office of the County of Sacramento Labor Compliance Program, 9700 Goethe Road, Suite D, Sacramento, CA 95827, and are also available on the internet at <http://www.dir.ca.gov/DLSR/PWD>. Respondents shall notify Regional San promptly, in writing, of labor classifications not listed in the prevailing wage determinations but necessary for the performance of the work.

When a labor classification not listed in the prevailing wage determination is necessary for the performance of the work, the Design-Builder will be required to pay the rate applicable to the classification most closely related to the one in question.

The Design-Builder and its subcontractors shall forfeit, as penalty to Regional San, not more than two hundred dollars (\$200) per calendar day or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the DBoM Contract by the Design-Builder or by any Subcontractor. The Design-Builder and any subcontractor under the Design-Builder shall comply with the provisions of Labor Code Section 1774 and 1775. In addition to the said penalty, the Design-Builder or Subcontractor shall pay each worker the difference between the prevailing wage and the amount paid for every hour the worker was paid less than the prevailing wage.

The Design-Builder will be required to meet all requirements of the County of Sacramento's Labor Compliance Program, which is overseen by the County of Sacramento's Construction Monitoring and Inspection Department (CMID). The Design-Builder will comply with CMID's requirements for submittal of compliance documentation, and other program requirements.

5.5 Use of Skilled and Trained Workforce

By submitting a SOQ, Respondents and all of their subcontractors at every tier commit to using a Skilled and Trained Workforce to perform all work on the Project that falls within an Apprenticeshipable Occupation in the building and construction trades. (See Public Contract Code sections 22164 and 2600-2603.)

5.6 Competitive Bidding of Subcontracts After Award of DBoM Contract

Pursuant to Public Contract Code section 22166, Respondents should be aware that the procurement of any subcontract after award of the DBoM contract with a subcontractor that is not a named Key Firm, for a subcontract with a value exceeding one-half of one percent of the DBoM Contract price for construction work is subject to the following requirements:

- Public notice of availability of work, which shall include a fixed date and time on which SOQs, bids, or proposals are due.
- Establish reasonable qualification criteria and standards
- Award based on best value or low-cost basis

5.7 Public Records Act

After the deadline for SOQs, Respondent SOQs that are submitted shall become the property of Regional San, and may not be returned to Respondents. SOQs are subject to the Public Records Act. Respondents are encouraged to familiarize themselves with the Public Records Act.

5.7.1 Proprietary Information

Any information submitted in a SOQ in response to this RFQ, or submitted in a proposal in response to the RFP which the Respondent considers to be proprietary must be identified as such, and the Respondent must include the legal basis for a claim of confidentiality. Regional San will not assert the confidentiality of such information unless the Respondent executes and submits a written agreement prepared by Regional San to defend and indemnify the agency for any liability, costs, and expenses incurred in asserting such confidentiality as part of the proposal. The final determination as to whether or not Regional San will assert the claim of confidentiality on behalf of the Respondent is in the sole discretion of Regional San.

5.7.2 Financial Information

All financial information submitted for evaluation to ensure the Respondent has the capacity to complete the project, should be submitted in accordance with Section 5.7.1 Proprietary Information, and per the instructions identified in Section 4.1 no later than the SOQ deadline identified in that section.

5.8 Obligation to Keep Team Intact

Regional San advises Respondents that the Design-Builder, Key Firms and Key Personnel identified in its SOQ shall remain on the team for the duration of the procurement process. If extraordinary circumstances necessitate a change to the team (Key Firms or Key Personnel), Respondent must submit a change request to the Project Contact identified in Section 3.4 Regional San will determine whether to authorize the change at its sole discretion.

If changes are necessitated by circumstances beyond Respondent's control, proposed substitutions to the Key Firm(s) and/or Key Personnel must be submitted to, and approved by, Regional San. Changes to Key Firms and/or Key Personnel made by Respondent during the procurement process without Regional San's authorization may disqualify the Respondent.

5.9 Regional San Rights

In connection with this procurement, Regional San reserves, individually and collectively, all rights (which rights shall be exercisable by Regional San, in their respective sole discretion) available to them under the Design-Build Statute and applicable law, including, with or without cause, and with or without notice, the right to:

- Modify the procurement process to address applicable law and/or the best interests of Regional San.
- Revise the scope, type, structure, or specific terms of this procurement.
- Modify the scope of the Project during the procurement process.
- Develop the Project, including any portion thereof, in any manner that it, in its sole discretion, deems appropriate, necessary or warranted.
- If Regional San is unable to negotiate a Contract to its satisfaction with the Selected Respondent, it may negotiate in succession with the next highest ranked Respondent(s).

- Terminate this procurement and pursue other development or solicitations relating to the Project or exercise such other rights under the Design-Build Statute and/or other provisions of State law, as it deems appropriate.
- Cancel this RFQ or the subsequent RFP in whole or in part at any time prior to the execution by Regional San of a Contract, without incurring any cost obligations or liabilities.
- Issue a new request for qualifications after withdrawal of this RFQ or the subsequent RFP.
- Not shortlist any Respondent in connection with this RFQ.
- Not issue an RFP.
- Reject any and all submittals, responses and SOQs received at any time.
- Modify or cancel all dates set or projected in this RFQ.
- Terminate evaluations of the responses to this RFQ received at any time.
- Suspend or terminate Contract negotiations at any time, elect not to commence Contract negotiations with the Highest Ranked Respondent, or engage in negotiations with other than the Highest Ranked Respondent after negotiations with the Highest Ranked Respondent have been deemed unsuccessful.
- Issue Addenda, supplements and modifications to this RFQ.
- Appoint evaluation committees to review SOQs, make recommendations and seek the assistance of outside technical, financial and legal experts and consultants in SOQ evaluation.
- Require confirmation of information furnished by a Respondent, require additional information from a Respondent concerning its SOQ and/or require additional evidence of qualifications to perform the work described in this RFQ, regardless of whether the information or evidence was explicitly required by this RFQ.
- Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ, including personal experience of evaluators.
- Add or delete Respondent responsibilities from the information contained in this RFQ or the subsequent RFP.
- Waive deficiencies, nonconformities, irregularities, and apparent clerical mistakes in any SOQ or in the processes under this RFQ, accept and review a non-conforming SOQ or permit clarifications or supplements to a SOQ.
- Disqualify any Respondent that changes its submittal after the SOQ due date without Regional San approval.
- Disqualify any Respondent under this RFQ, the RFP or during the period between the RFQ and RFP for violating any rules or requirements of the procurement set forth in this RFQ, the RFP or in any other communication from Regional San.
- Add to the list of Shortlisted Respondents any Respondent that submitted a SOQ in order to replace a previously Shortlisted Respondent that withdraws or is disqualified from participation in this procurement.
- Not issue any notice to proceed after execution of the Contract.
- Design, build, operate and / or manage some of the Project or the entire Project through Regional San's own forces.
- Exercise any other right reserved or afforded to Regional San under this RFQ or applicable laws and regulations.

This RFQ does not commit or bind Regional San to enter into a contract or proceed with the procurement described herein.

5.10 Disclaimers

In issuing this RFQ, Regional San disclaims the following:

- Any obligation, responsibility, or liability, fiscal or otherwise, to reimburse a Respondent for all or part of the costs incurred or allegedly incurred by parties considering a response to and/or in responding to the RFQ.
- Any obligation to proceed with this RFQ or RFP process or award a contract to Respondent submitting the lowest priced Proposal.
- Regional San makes no representation that any Respondent submitting a SOQ will be determined to be a Shortlisted Respondent or that any DBoM Contract will be awarded to any of the Shortlisted Respondents participating in the RFP.

- Any contractual obligation or liability for, any obligations with respect to the Project until such time (if at all) as a written contract, in form and substance satisfactory to Regional San, has been authorized by Regional San Council and executed.

Respondent acknowledges that, by submitting a SOQ in response to the RFQ, it accepts these disclaimers and waives any right whatsoever to legally challenge or protest any Regional San actions that exercise these disclaimers.

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Attachment A: Draft Contract Term Sheet and Draft Risk Allocation Matrix

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Attachment A: Draft Commercial Term Sheet and Draft Risk Allocation Matrix

Draft Term Sheet

This term sheet is intended to provide Respondents to this RFQ a general description of certain major contract terms for the design, construction, and maintenance of the Biogas Cogeneration System project that are expected to be included in the proposed DBoM Contract.

A draft DBoM Contract will be provided to shortlisted Respondents for comment, either prior to RFP release, or in conjunction with the RFP release. The terms listed in this term sheet are subject to further development as the procurement progresses, and the terms in the draft DBoM Contract and Attachments will supersede this term sheet.

Anticipated DBoM Contract Terms	
Access to facilities	<p>Requirements regarding access routes and days/time of access will be defined in the DBoM Contract.</p> <p>Regular hours for construction work, as well as interconnections work to the Interconnection Site, are Monday-Friday, 7 a.m. to 5 p.m., with approvals needed for Saturday or weekend work (due to limited staff available for oversight/monitoring). Longer hours may be allowed for construction of the main-Cogeneration Site portion of the plant</p>
Basis of Payment/ Compensation	<p>Payments to the Design-Builder for design and construction of the project are anticipated to be made on a schedule of values/progress basis.</p>
Bonds/Security for Performance	<p>The Design-Builder shall provide a payment bond and performance bond in the amount of 100% of the design-build portion of the DBoM Contract value, within 10 days of notice of Regional San’s award of the DBoM Contract.</p>
Consequential Damages	<p>Regional San intends to include a waiver of consequential damages, with carve-outs for specific categories (e.g., claims covered by insurance, defense and indemnity obligations, claims arising from willful misconduct or fraud of Design-Builder, etc.)</p>
Design and Construction	<p>Design-Builder is responsible for design and construction in accordance with the DBoM Contract. The Design-Builder will have sole responsibility for the satisfactory design and construction of the new system.</p> <p>The Design-Builder’s design must meet the minimum design requirements as defined by the Technical Appendices of the DBoM Contract that will be included in draft form in the RFP, and in final form in the DBoM Contract. The construction materials and equipment must be new and of good quality, and the workmanship must be free from defects.</p>
Design and Construction Monitoring	<p>Regional San, through the County of Sacramento’s Construction Monitoring and Inspection (CMID) department, shall have the right to perform oversight and auditing of the work to determine that it is performed in accordance with the DBoM Contract. Regional San shall also have the right to delegate this oversight and auditing of the work at its discretion.</p> <p>CMID will oversee the Design-Builder’s compliance with the County of Sacramento’s Labor Compliance Program (LCP), and the Design-Builder will be required to comply with all LCP rules and procedures.</p>

Anticipated DBoM Contract Terms	
Indemnification	Design-Builder will indemnify Regional San for third party property damage, personal injury claims, failure to comply with laws, tax claims, failure to comply with insurance requirements, release of hazardous materials, design defects, and infringement of intellectual property rights.
Insurance	The Design-Builder shall obtain and provide evidence of the required insurance under the DBoM Contract. The draft insurance requirements are provided as Attachment B to the RFQ.
Key Personnel	The Design-Builder must use Key Personnel identified in the procurement process. Key Personnel may not be substituted without Regional San’s prior written consent.
Liquidated Damages	<p>The DBoM Contract will set forth liquidated damages for failure to achieve schedule commitments (e.g., Substantial Completion and Final Completion) and the performance requirements to meet Acceptance, identified in the DBoM contract within the period of time negotiated and agreed upon by the parties</p> <p>In addition, the DBoM Contract will set forth separate liquidated damages for failure to meet specific performance requirements in the DBoM Contract as validated during the Short-Term Operation/Extended Commissioning Period, in the event the Design-Builder is unable to remedy non-compliance.</p>
Long-Term Maintenance Period	The Design-Builder will have responsibility for negotiation and implementation of a long-term Maintenance Contract(s) (e.g. 10 years) with a separate maintenance provider for major equipment and systems. The Maintenance Contract must be in a form acceptable to Regional San. The Long-Term Maintenance Period will commence upon Substantial Completion. The Design Builder will be responsible for executing the Maintenance Contract(s) during the Short-Term Operation/Extended Commissioning Period. Upon successful completion of the Short-Term Operation/Extended Commissioning Period the Maintenance Contract(s) shall be assigned to Regional San for the remaining term with all agreed upon pricing structures, and pre-negotiated terms intact.
Parent Guaranty / Letter of Credit	Design-Builder may be required to provide a Parent Guaranty(ies) or Letter of Credit (or other comparable security satisfactory to Regional San) to secure the Design-Builder’s commitment to achieve the performance requirements for the new system during operations period and related liquidated damages.
Short-Term Operation/Extended Commissioning Period	<p>Performance Requirements included in the Technical Appendices of the DBoM Contract must be demonstrated during the Short-Term Operation/Extended Commissioning Period. To support performance commitments during the Short-Term Operation/Extended Commissioning Period, the Design-Builder may take responsibility for operations of the facility (in addition to the concurrent implementation of first year of the Long-Term Maintenance Period scope), which will commence upon the Substantial Completion of the design-build portion of the project</p> <p>The RFP will include an approach for the Design-Builder’s provision of Short-Term Operation/Extended Commissioning Period scope, via its own operational resources, as well as an alternative option to engage Regional San resources in operational activities. If the Design-Builder opts to engage Regional San in operational activities during the Short-Term Operation/Extended Commissioning Period, such participation will in no way alleviate the Design-Builder’s performance obligations.</p>

Anticipated DBoM Contract Terms	
Substantial Completion and Acceptance Testing	<p>The Design-Builder will be required to construct the biogas cogeneration system in accordance with the design and construction requirements included in the DBoM Contract, applicable codes, permits, regulations and other applicable laws and good engineering and construction practices.</p> <p>To achieve Substantial Completion of the Project, the Design-Builder will undertake and pass an Acceptance Test(s), which demonstrate that the new system is initially capable of operating in accordance with the acceptance standards that will be defined in the DBoM Contract. Additional performance requirements will apply during the Short-Term Operation/Extended Commissioning Period.</p>
Warranties and Warranty Period	<p>The design-builder will be required to obtain manufacturer’s warranties on major equipment for one- or two-years (to be determined).</p> <p>Design-Builder warranty (inclusive of latent defects) not to exceed ten years.</p>

Draft Risk Allocation Matrix

Risk	Risk Allocation	Description
Design-Related Risks		
Compatibility / Integration with existing facilities	Design-Builder	<ul style="list-style-type: none"> The Technical Appendices of the DBoM Contract will define specific performance and related interconnection requirements, as well as requirements for managements of shutdowns. Design-Builder will be required to comply with performance compatibility, interconnection, and shutdown requirements, and ensure its design is compatible with and interconnects with the existing facility.
General Design Liability	Design-Builder	<ul style="list-style-type: none"> Design-Builder is responsible for all aspects of the design, including verifying the project reference documents developed by Regional San, recommending modifications to the Technical Appendices of the DBoM Contract, and developing the design to meet the Acceptance Standards and Performance Requirements.
Meeting Minimum Technical Requirements	Design-Builder	<ul style="list-style-type: none"> Regional San will establish Minimum Technical Requirements which will be attached to the DBoM Contract. Design-Builder will be responsible for verifying and complying with Minimum Technical Requirements.
Selection of Materials of Construction and Equipment	Design-Builder	<ul style="list-style-type: none"> Design-Builder's Designer of Record will select and specify appropriate equipment and materials, which shall, at a minimum, be consistent with applicable permit requirements and with the Technical Appendices of the DBoM Contract, included with the RFP.
Existing Conditions Risks		
Condition and Location of Existing Buried Utilities and Structures	Shared	<ul style="list-style-type: none"> Regional San will provide Design-Builder with available as-built drawings for buried infrastructure and structures to the extent practical. Design-Builder will conduct additional surveys, utility locates, pot-holing, and other measures early confirming investigations to confirm utility locations. Design-Builder will submit the proposed alignments, and will have a time limit to submit claims for undisclosed utilities or mis-located utilities. Provided Design-Builder properly conducts required due diligence (i.e. in accordance with standards and timing defined in the DBoM Contract), the risk of unidentified buried infrastructure and structures and of identified but mis-located buried infrastructure and structures will be Regional San's. Risk associated with change in utility relocation requirements due to design change will be the Design-Builder's.
Condition of Existing Facilities, Structures or Improvements included in Project	Regional San	<ul style="list-style-type: none"> Defects in existing facilities, structures or improvements that will be incorporated into Project will be a Regional San risk.
Differing Site Conditions	Regional San	<ul style="list-style-type: none"> Regional San risk for unidentified underground structures, Type 1 (actual conditions that materially differ from what is shown in RFP documents), and Type 2 (actual conditions that materially differ from conditions ordinarily encountered and generally recognized to exist in the area)

Risk	Risk Allocation	Description
Existing Site Contamination	Regional San	<ul style="list-style-type: none"> Regional San will provide Design-Builder with known information on site contamination and will identify areas of the project site (and areas of the plant that will be impacted by the Project) known to contain or at risk of containing hazardous materials. The extent to which Design-Builder can rely on this information will be detailed in the RFP. Regional San will bear the financial risk for existing site contamination (e.g., contaminated soil, groundwater, asbestos and/or lead removal and disposal) for any contamination sites encountered during construction that were not identified in the RFP. Design-Builder may be expected to remediate contaminated sites (soil, groundwater, lead and/or asbestos) affected by Project construction, and to include such remediation in its fixed price proposal (if identified prior to the Award of the DBoM Contract) or through a change order to the DBoM Contract (if discovered during construction).
Geotechnical and Groundwater	Primarily Regional San	<ul style="list-style-type: none"> In the RFP, Regional San will identify existing geotechnical and groundwater information completed to date and the extent to which Design-Builder can rely on the information contained therein. Selected Design-Builder may conduct additional geotechnical and groundwater investigations to fill data gaps and to develop a Geotechnical Evaluation Report that will thoroughly review and identify subsurface geotechnical and groundwater conditions. The Geotechnical Evaluation Report will be subject to Regional San review. Regional San will bear risk only if subsurface groundwater and geotechnical conditions encountered during construction are considered a 'differing site condition.'
Required Permits and Approvals and Change in Law		
Air Quality Permit Modification	Primarily Regional San	<ul style="list-style-type: none"> Regional San will initiate the air permitting process in parallel with procurement of the Project. Assumed air permit requirements and conditions will be set out in the Technical Appendices of the DBoM Contract included with the RFP, and any changes or modifications will be set forth in an addendum to the RFP. Anticipated Authority for Construction is anticipated in Spring 2022. Design-Builder will support Regional San's air permitting effort by providing timely information about equipment and emissions rates. Design-Builder will be responsible for designing and constructing a facility that meets air permit requirements and will be responsible for successful completion of Initial Source Tests required for obtaining a Permit to Operate the facility.
Building and Construction Permits Required for Construction	Design-Builder	<ul style="list-style-type: none"> Design-Builder responsible for other environmental and construction permits for construction including excavation and utility permits, as described in Table 1. Preliminary Table of Permits and Approvals, of the RFQ.
CEQA	Regional San	<ul style="list-style-type: none"> The CEQA process will be completed by Regional San, and the approved mitigation measures are anticipated to be adopted prior to the proposal due date. Mitigation responsibilities and strategies will be incorporated into the Technical Appendices of the DBoM Contract and assigned to the Design-Builder.

Risk	Risk Allocation	Description
Change in Law	Primarily Regional San	<ul style="list-style-type: none"> Design-Builder required to incorporate applicable changes in law that occur prior to the contract execution date. Changes in law that occur prior to the contract execution date are Design-Builder's risk. Design-Builder is obligated to notify Regional San of regulatory changes potentially affecting project design and construction.
Compliance with Permit Conditions and Environmental Regulations	Design-Builder	<ul style="list-style-type: none"> Design-Builder required to comply with all permit conditions and all environmental regulations including local jurisdiction rules affecting alteration of existing buildings, time of construction, and noise limitations.
SMUD Interconnection Agreement (and Renewable Energy Resource Requirement)	Design-Builder	<ul style="list-style-type: none"> The Design-Builder will be required to develop a facility that qualifies as 'renewable' per SMUD. These requirements will be outlined in the Technical Appendices of the DBoM Contract included with the RFP. <ul style="list-style-type: none"> The new Biogas Cogeneration System will use renewable fuel to make electricity. SMUD tariffs do not apply a standby charge to renewable generators. The use of natural gas (for prechamber, blending, testing, or otherwise) would classify that engine, or the facility, as subject to standby charges. The goal of this requirement of this Project is to avoid SMUD standby charges.
Environmental Conditions		
Historic / Cultural Resources / Endangered Species	Primarily Regional San	<ul style="list-style-type: none"> Although there are no known issues, there may be potential nesting bird requirements that will be outlined in the Technical Appendices of the DBoM Contract included with the RFP. These requirements may necessitate coordination with the US Fish and Wildlife to monitor compliance during construction. Design-Builder will be required to comply with all requirements, and to support Regional San in its coordination with the US Fish and Wildlife for monitoring compliance during the construction period.
New Site Contamination	Shared	<ul style="list-style-type: none"> Contamination or recontamination caused or exacerbated by Design-Builder's activities will be Design-Builder's risk. Contamination caused or exacerbated by a 3rd party (not affiliated with the Design-Builder) will be Regional San's risk.
Noise / Vibration	Design-Builder	<ul style="list-style-type: none"> It is anticipated that the Design-Builder will be required to adhere to noise control and sound attenuation measures. These requirements will be outlined in Technical Appendices of the DBoM Contract included with the RFP.
Stormwater Management	Design-Builder	<ul style="list-style-type: none"> Impacts on waterway/stormwater management and protection of the site will be Design-Builder's risk.
Commercial/Financial		
Funding/Payment	Primarily Regional San	<ul style="list-style-type: none"> Regional San is responsible for obtaining financing and timely payment to the Design-Builder or Maintenance Contractor(s) for allowable price, per the terms specified in the DBoM Contract, for each phase of the project: design and construction, Short-Term Operation/Extended Commissioning Period, Long-Term Maintenance Period.

Risk	Risk Allocation	Description
Project Costs	Design-Builder	Regional San will request a fixed price proposal as part of the procurement process. <ul style="list-style-type: none"> • Costs will be based on a fixed price approach, inclusive of design and construction, Short-Term Operation/Extended Commissioning Period, Long-Term Maintenance Period. Lifecycle cost considerations will also be included in the pricing evaluation. • Regional San risk if cost overruns are due to changes in scope formally requested by Regional San, differing site conditions, or force majeure events. The current COVID-19 pandemic will not be considered a force majeure event. • Design-Builder risk for cost overruns for other reasons. • Cost underruns will accrue to the benefit of the Design-Builder.
State/Federal Funding (SRF/WIFIA)	Design-Builder (Respondents)	<ul style="list-style-type: none"> • Regional San may pursue WIFIA or SRF funding. Respondents to this procurement will be required to comply with associated procurement requirements (e.g. good faith efforts). Details will be included in the RFP. • If State or Federal funding is secured, Design-Builder will be required to comply with funding requirements (e.g. Buy American)
Schedule		
Design-Build Period	Primarily Design-Builder	<ul style="list-style-type: none"> • Design-Builder will take the risk of achieving Substantial Completion, Acceptance, and Final Completion by dates specified in the DBoM Contract. Unless due to Regional San change or differing site conditions or force majeure events, the Design-Builder will be required to pay liquidated damages for failure to meet these dates. • Regional San risk if delay is due to differing site conditions or force majeure events (or requested scope changes) after the start of the DBoM Contract.
Early Completion	TBD	<ul style="list-style-type: none"> • It is unknown at this time if there will be a benefit to early completion. Early completion of the project would require an early termination of Regional San’s Commodity Agreement with SMUD. There may be punitive actions related to an early termination of the SMUD Commodity Agreement.
Short-Term Operation/Extended Commissioning Period	Design-Builder	<ul style="list-style-type: none"> • Design-Builder’s risk to demonstrate continuous system performance during the short-term operation period (assumed to be 1-year). If the system fails to meet the performance metrics defined by the DBoM contract, the Design-Builder will be required to remedy non-compliance, either via correction or repair of the facility to meet the requirements or via liquidated damages that will be assessed based on potential damages over a 20-year life calculation.
Construction Risks		
Availability of equipment / materials / labor	Design-Builder	<ul style="list-style-type: none"> • Design-Builder risk for quality and availability of equipment, materials and labor, including long lead times for equipment.

Risk	Risk Allocation	Description
Coordination of Construction with Stakeholders	Shared	<ul style="list-style-type: none"> Regional San is responsible for working with stakeholders, other jurisdictions, and utilities to identify any constraints on timing or methods of construction and Design-Builder is responsible for supporting Regional San efforts and incorporating any constraints into its schedule and Fixed Price for construction. Regional San risk if stakeholders, other jurisdictions, and / or utilities institute material changes following execution of the DBoM Contract affecting the timing or methods of construction.
Coordination with Regional San employees	Regional San	<ul style="list-style-type: none"> Regional San risk if delays are caused by Regional San employees working within or near the main site or in-plant interconnections site(s).
Labor Relations (Strikes / Labor Disputes)	Shared	<ul style="list-style-type: none"> Design-Builder risk for strikes/labor disputes related to its organization (Design-Builder, its subconsultants/ subcontractors), actions, or the Project. Regional San risk if for general, national, state or local level labor disputes not related to design-Builder's organization, actions, or the project.
Parking and Access	Design-Builder	<ul style="list-style-type: none"> Design-Builder Risk if additional space is required for stockpiling, staging, and/or parking. Design-Builder must make all arrangements to secure offsite space.
Site Security	Shared	<p>The Technical Appendices of the DBoM Contract will define access and minimum requirements for security with the intent to keep Regional San staff, design-builder staff and public safe, and secure equipment and materials.</p> <ul style="list-style-type: none"> Cogeneration Site: Design-Builder risk. Design-Builder is responsible for assuring security, and will be responsible for fencing and other security measures that are defined in the DBoM contract, as well as any additional security measures that are deemed appropriate by the Design-Builder. It is anticipated that permanent security features that align to the overall plant security features will be outlined in the DBoM contract and will constructed by the Design-Builder. Once the construction phase is complete, the Design-Builder and/or Maintenance Contractor(s) will be required to follow all established security measures and protocols, as well as any requirements outlined in the DBoM and/or Maintenance Contract(s). Interconnection Site: Regional San risk. During all phases of the project, the Design-Builder and/or Maintenance Contractor(s) will be required to follow all rules, procedures, and orders from Regional San staff regarding the Interconnection Site of the Project, in addition to the requirements outlined in the DBoM and/or Maintenance Contract(s).
O&M Risks		
Availability of equipment / materials / labor	Design-Builder/ Maintenance Contractor(s)	<ul style="list-style-type: none"> Design-Builder /Maintenance Contractor(s) risk for quality and availability of equipment, materials and labor, including long lead times for equipment.

Risk	Risk Allocation	Description
Hazardous Materials Spills	Shared	<ul style="list-style-type: none"> • Hazardous material spills by Design-Builder/Maintenance Contractor(s) provider during short term operations or maintenance period are Design-Builder/Maintenance Contractor(s) risk. Contamination or recontamination caused or exacerbated by Design-Builder's or Maintenance Contractor(s) activities will be Design-Builder's/Maintenance Contractor's risk. • Contamination caused or exacerbated by a 3rd party (not affiliated with the Design-Builder and/or Maintenance Contractor(s)) will be Regional San's risk.
Insurance Costs / Deductibles	Design-Builder/ Maintenance Contractor(s)	<ul style="list-style-type: none"> • Design-Builder/ Maintenance Contractor(s) risk for obtaining insurance/ payment of deductibles
Labor Relations (Strikes / Labor Disputes)	Shared	<ul style="list-style-type: none"> • Design-Builder/ Maintenance Contractor(s) risk for strikes/labor disputes related to its organization (Design-Builder, Maintenance Contractor(s), subconsultants/ subcontractors of either), actions, or the Project. • Regional San risk if for general, national, state or local level labor disputes not related to design-Builder's organization, actions, or the project.
Quality of Maintenance	Design-Builder/ Maintenance Contractor(s)	<ul style="list-style-type: none"> • Design-Builder/ Maintenance Contractor(s) risk for ensuing compliance with quality requirements specified in the DBoM Contract or Maintenance Contract(s). Design-Builder will hold Maintenance Contract(s) during the 1-year Short-Term Operation/Extended Commissioning Period. Such Contracts shall be fully transferrable to Regional San upon completion of the Design-Builder's performance requirements after the 1-year Short-Term Operation/Extended Commissioning Period.
Spare Parts	Design-Builder/ Maintenance Contractor(s)	<ul style="list-style-type: none"> • Design-Builder/ Maintenance Contractor(s) risk for adequacy of spare parts on hand

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Attachment B: Preliminary Insurance Requirements

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Attachment B: Preliminary Insurance Requirements

Appendix _ To Agreement Between Sacramento Regional County Sanitation District And Design-Builder

Regional San Insurance Requirements Biogas Cogeneration Project

Design-Builder shall procure, maintain, and keep in force at all times during the term of the Contract, at Design-Builder's sole expense, the following minimum required insurance policies and limits which are intended for the protection of Regional San and the public. Design-Builder's obligations for loss or damage arising out of Design-Builder's work or services are in no way limited by the types or amounts of insurance set forth herein. In specifying minimum insurance requirements herein, Regional San does not assert that the required minimum insurance is adequate to protect Design-Builder. Design-Builder is solely responsible to inform itself of the types and amounts of insurance it may need beyond these requirements to protect itself from loss, damage or liability. It is the sole responsibility of Design-Builder to notify its insurance advisor or insurance carrier(s) regarding coverage, limits and forms specified in this Insurance Requirements Appendix.

Regional San reserves the right to modify the required minimum insurance coverages and limits depending on the scope and hazards of the work or services to be provided. Regional San's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required. Any claim by Design-Builder that Regional San's insurance changes result in higher costs will be subject to review and approval by Regional San, whose approval will not be unreasonably withheld.

Where a specific Insurance Services Office (ISO) form is referenced in these Requirements or the Design-Builder utilizes "a form or policy language as broad in scope and coverage" to satisfy the insurance requirements required herein, Design-Builder shall use the most recently approved State edition or revision of the form(s) or policy language to satisfy the insurance requirements.

1.0. Verification of Coverage

Design-Builder shall furnish Regional San with original certificates and copies of required endorsements, or original certificates and copies of the applicable insurance policy language effecting coverage required by this Appendix; or a combination thereof. Regional San reserves the right to require that Design-Builder also provide a copy of the declarations page and a copy of the schedule of forms and endorsements of each policy of insurance required herein. Regional San further reserves the right to require that Design-Builder, through its broker, provide explanatory memoranda regarding coverages, endorsements, policy language, or limits as required herein. All required verifications of coverage are to be received and accepted by Regional San before work or services commence. However, failure to obtain the required documents prior to the work beginning shall not waive Design-Builder's obligation to provide them. Regional San reserves the right to require complete copies of all required insurance policies, including endorsements, required by this Appendix, at any time and with reasonable notice. If Design-Builder utilizes proprietary coverage forms or endorsements, Design-Builder has the option of having its broker provide explanatory memoranda confirming coverage and limits as required herein.

2.0. Minimum Scope of Insurance and Limits

Design-Builder's coverage shall include the following:

2.1. GENERAL LIABILITY: Commercial General Liability insurance including, but not limited to, protection for claims of bodily injury and property damage, personal and advertising injury, contractual, and products and completed operations. Coverage shall be at least as broad as "Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 0001," (Occurrence Form) or a form as broad in scope and coverage.

The limits of liability shall be not less than:

Each Occurrence	Five Million Dollars (\$5,000,000)
Personal & Advertising Injury	Five Million Dollars (\$5,000,000)
Products and Completed Operations Aggregate	Ten Million Dollars (\$10,000,000)
General Aggregate	Ten Million Dollars (\$10,000,000)

The General Liability Aggregate Limit of Insurance shall be endorsed to apply separately to the project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project).

2.2. **AUTOMOBILE LIABILITY:** Automobile Liability insurance providing protection for bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles. Coverage shall be at least as broad as ISO Business Auto Coverage Form CA 0001 (or a form or policy language as broad in scope and coverage), symbol 1 (any auto), if commercially available. Use of any symbols other than symbol 1 for liability for corporate/business owned vehicles must be declared to and accepted by Regional San in writing. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply. The minimum limits of liability shall not be less than the following for each accident:

The minimum limits of liability must not be less than:

Corporate/business owned:	
Vehicle Type and Weight	Minimum Limits
Private passenger	\$1,000,000 Combined Single Limit
Light or medium rated trucks	\$2,000,000 Combined Single Limit
Heavy, extra-heavy or tractor trailer	\$3,000,000 Combined Single Limit*

*Note: Commercial Auto Policies do not allow application of limits by vehicle. If Contractor will utilize any heavy, extra-heavy, or tractor trailer vehicles on the Project, then the minimum \$3,000,000 shall be required regardless of the number or mix of vehicles. A Commercial Auto Policy with \$1,000,000 Combined Single Limit and an Excess or Umbrella Policy with not less than \$2,000,000 Each Occurrence will satisfy the \$3,000,000 requirement.

- 2.2.1. The Contractor’s Commercial Automobile Liability policy must include the Agency, its governing Board, officers, directors, officials, employees, and authorized agents and volunteers as indemnitees and additional (designated) insureds as required by contract.
- 2.2.2. If there are no corporate/business owned vehicles covered by a Commercial Auto Policy, then personal automobile insurance requirements apply to any individually owned personal vehicles used by Design-Builder for work or services being provided.
- 2.2.3. The limits of liability shall not be less than:
 \$300,000 Combined Single Limit or, if split limits are used, \$100,000 per person, \$300,000 each accident, \$100,000 property damage.

2.3. **WORKERS’ COMPENSATION:** Workers' Compensation insurance, with coverage as required by the State of California (unless the Design-Builder is a qualified self-insurer with the State of California), and Employers’ Liability coverage.

The limits of Employers’ Liability shall not be less than:

Each Accident	One Million Dollars (\$1,000,000)
Disease Each Employee	One Million Dollars (\$1,000,000)
Disease Policy Limit	One Million Dollars (\$1,000,000)

- 2.3.1. The Workers' Compensation policy required herein shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against Regional San, and the County of Sacramento, their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents (each an "Additional Insured Party," and collectively "Additional Insured Parties"). In the event Design-Builder is self-insured, Design-Builder shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento. Design-Builder hereby agrees that it waives its right of subrogation against the Additional Insured Parties in the event a Workers' Compensation claim is filed by Design-Builder under any self-insured program.
- 2.4. UMBRELLA OR EXCESS LIABILITY POLICIES: Design-Builder is granted the option of arranging the required coverages and limits under a single policy or by a combination of underlying policies with the balance provided by an Excess or Umbrella liability policy equal to the total Per Occurrence and Aggregate limits required on the Commercial General Liability policy and the Combined Single Limit on the Commercial Automobile Liability policy.
- 2.5. CONTRACTORS POLLUTION LIABILITY (CPL): Insurance which provides coverage for liability arising from the sudden and accidental release of pollution on the project site or transportation of pollutants from or to the project site.
 - 2.5.1. The minimum limits shall be not less than \$2,000,000 per claim or incident and \$2,000,000 aggregate. Coverage shall include but is not limited to:
 - 2.5.2. Insuring all of the services the Design-Builder provides in the normal course of operations under the Contract. Partial operations coverage is unacceptable.
 - 2.5.3. Bodily injury, sickness, disease, sustained by any person, including death.
 - 2.5.4. Property damage includes physical injury to or destruction of tangible property including the resulting loss of use thereof; clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed including diminution of value and Natural Resources damages.
 - 2.5.5. Defense costs including costs, charges and expenses incurred in the investigation, adjustment or defense of claims.
 - 2.5.6. Contractual liability coverage, e.g. coverage for liability assumed by the named insured under a written contract or agreement.
 - 2.5.7. The full scope of the DESIGN-BUILDERS' operations as described within the scope of the project.
 - 2.5.8. The policy must provide coverage for third-party claims arising from owned and non-owned disposal sites utilized in the performance of this contract.
 - 2.5.9. This coverage can be provided on either claims made or occurrence based policy form.
 - 2.5.10. The policy must insure contractual liability, be Primary and Non Contributory and name Additional Insured Parties as an Additional Insureds.
 - 2.5.11. If CPL coverage is written on a claims-made form, the following provisions apply:
 1. The "Retro Date" must be shown, and must be on or before the date of the Contract or the beginning of the Project.
 2. Design-Builder must maintain the required CPL policy at not less than the required minimum limits, for not less than two (2) years after Final Acceptance of the Project.

3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the Contract effective date, the Design-Builder must purchase "extended reporting" coverage for a minimum of one (1) year after Final Acceptance of the Project.

2.6. OMITTED

2.7. PROFESSIONAL LIABILITY: Errors and Omissions (E&O) Liability insurance appropriate to the Design-Builder's profession or services, including services provided by a contracted party.

- 2.7.1. The minimum limits shall be not less than \$5,000,000 per claim and aggregate.
- 2.7.2. If Professional Liability coverage is written on a Claims Made form:
 - 2.7.2.1. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by Design-Builder.
 - 2.7.2.2. Insurance must be maintained and evidence of insurance must be provided for at least two (2) years after completion of the Project.
 - 2.7.2.3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the Design-Builder must purchase "extended reporting" coverage for a minimum of one (2) years after completion of the Project.

2.8. OMITTED

3.0. Specific Insurance Requirements Related to Commercial General Liability Policies

Design-Builder's Commercial General Liability policy shall contain the following provisions:

- 3.1. Regional San, and the County of Sacramento and their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents (each an "Additional Insured Party," and collectively "Additional Insured Parties"), shall be included as Additional Insureds as respects liability caused, in whole or in part, by the acts or omissions of Design-Builder, or the acts or omissions of those acting on behalf of Design-Builder; or premises owned, occupied or used by Design-Builder in conjunction with work or services provided by Design-Builder.
- 3.2. The required additional insured status of Additional Insured Parties may be satisfied by any of the following methods:
 - 3.2.1. Use of a commercially available ISO Additional Insured form or other comparable insurance company form as broad in scope and coverage that provides "automatic" or "blanket" additional insured coverage as required by written contract or agreement.
 - 3.2.2. Use of policy language as broad in scope and coverage that provides "automatic" or "blanket" additional insured coverage as required by written contract or agreement.
 - 3.2.3. Use of a commercially available ISO Additional Insured endorsement form or other comparable insurance company form as broad in scope and coverage that specifically names the Additional Insured Parties as Additional Insureds.
- 3.3. Additional Insured Parties shall be included under Design-Builder's Completed Operations coverage as required by written contract or agreement or as specifically endorsed as applicable.

3.4. Design-Builder's Commercial General Liability policy shall include a waiver of subrogation in favor of the Additional Insured Parties as required by written contract or agreement or as specifically endorsed as applicable.

3.5. Design-Builder's Commercial General Liability policy shall provide that for any claims related to the Agreement, Design-Builder's insurance coverage shall be primary and non-contributory, as required by written contract or agreement, or as specifically endorsed as applicable, as respects Additional Insured Parties; any insurance or self-insurance maintained by Additional Insured Parties shall be excess of Design-Builder's insurance, whether Design-Builder's insurance is self-insurance, a primary Commercial General Liability policy, excess or umbrella policy, or a combination thereof, and any insurance or self-insurance maintained by Additional Insured Parties shall not contribute with it.

3.6. Design-Builder's Commercial General Liability policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.7. If Design-Builder maintains higher limits than the minimums shown above, whether on a primary or excess basis, Regional San requires and shall be entitled to coverage with the higher limits maintained by Design-Builder. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverages shall be available to Additional Insured Parties.

3.8. Design-Builder shall maintain the required Commercial General Liability policy, including Completed Operations, at not less than the required minimum limits, for not less than two (2) years after completion of the work or services; or termination or expiration of the contract. Design-Builder shall furnish Regional San with original certificates and copies of required amendatory endorsements, or original certificates and copies of the applicable insurance policy language effecting coverage required by this Contract; or a combination thereof, for the required two (2) years.

3.9. If Design-Builder will utilize subcontractors or subconsultants to perform work or services, Design-Builder shall require each of its subcontractors or subconsultants, at every tier, to include Additional Insured Parties as Additional Insureds, including Completed Operations, as required by written contract or agreement, or specifically endorsed as applicable.

3.10. Design-Builder shall also have each of its subcontractors or subconsultants, at every tier, to include primary language and waivers of subrogation on their Commercial General Liability policies and Workers' Compensation policies in favor of Additional Insured Parties as required by written contract or agreement, or specifically endorsed as applicable.

3.11. It is the express duty of Design-Builder that it verifies that its subcontractors and subconsultants, at every tier, have met the requirements stated in 3.9. through 3.11.

3.12. Failure of Design-Builder to obtain additional insured status, primary and non-contributory language, and waivers of subrogation for Additional Insured Parties, by Design-Builder and its subcontractors or subconsultants, at every tier, shall be considered a material breach of the Agreement.

3.13. OMITTED

3.14. OMITTED

3.15. OMITTED

4.0. Specific Insurance Requirements Related to Commercial Automobile Liability Policies

4.1. Design-Builder's Commercial Automobile Liability policy shall include Additional Insured Parties as indemnitees and additional (designated) insureds as required by written contract or agreement, or specifically endorsed as applicable.

4.2. Design-Builder's Commercial Automobile policy shall include a waiver of subrogation in favor of the Additional Insured Parties, as required by written contract or agreement, or specifically endorsed as applicable.

5.0. Deductibles and Self-Insured Retention

5.1. Any deductible or self-insured retention that applies to Commercial General Liability, Commercial Automobile Liability or Professional (E&O), must be declared to Regional San. Any deductibles or self-insured retention in excess of \$100,000 must be declared to and accepted by Regional San in writing. Design-Builder has the option to provide by separate letter the amount of its General Liability, Automobile Liability, Professional (E&O) and, if applicable, other coverage deductibles or self-insured retentions to Regional San's Risk Management Office for a confidential review and acceptance prior to the execution of the Agreement. Regional San reserves the right to require Design-Builder to substantiate its ability to maintain a deductible or self-insured retention in excess of \$100,000 through furnishing appropriate financial reports. All deductibles or self-insured retentions shall be borne solely by Design-Builder, and Regional San shall not be responsible to pay any deductible or self-insured retention, in whole or in part.

6.0. Other Insurance Provisions – All Policies

The insurance policies required in this Appendix are to meet the following provisions:

6.1. ACCEPTABILITY OF INSURERS: All of Design-Builder's insurance coverage, except as noted below, shall be placed with insurance companies with a current A.M. Best rating of at least A-VII and admitted to write insurance in California. Any use of a non-admitted insurer shall be disclosed and shall require Regional San approval in writing, which approval shall not be unreasonably withheld.

6.1.1. Exceptions:

6.1.1.1. Underwriters at Lloyd's of London, which are not rated by A.M. Best.

6.1.1.2. Workers' Compensation which is provided through a State Compensation Insurance Fund or a qualified self-insurer for Workers' Compensation under California law.

6.2. MAINTENANCE OF INSURANCE COVERAGE: Design-Builder shall maintain all insurance coverages in place at all times and provide Regional San with evidence of each policy's renewal within ten (10) days after its anniversary date. Design-Builder is expressly required by this Appendix to immediately notify Regional San if it receives a communication from its insurance carrier(s) or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits (excepting reduction of limits due to claims) or otherwise materially changed that would reasonably adversely impact the required insurance coverages, limits or related requirements as required herein. Design-Builder shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. If commercially available, each insurance policy required herein shall state that coverage shall not be cancelled by Design-Builder or its insurer(s), reduced in scope of coverage or limits (excepting reduction by claims), non-renewed, or otherwise materially changed unless the insurer(s) provide thirty (30) days written notice to Regional San prior to such change. Ten (10) days prior written notice shall be given to Regional San in the event of cancellation due to nonpayment of premium. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

6.2.1. If Design-Builder fails to procure or maintain insurance as required herein, or fails to furnish Regional San with proof of such insurance, Regional San, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by Regional San shall be deducted and retained from any sums due Design-Builder under the Agreement. Failure of Regional San to obtain such insurance shall in no way relieve Design-Builder from any of Design-Builder's responsibilities under the Agreement. Any failure of Design-Builder to maintain any item of the required insurance shall be considered a material breach of the Agreement.

- 6.2.2. The failure of Regional San to enforce in a timely manner any of the provisions of this Appendix shall not act as a waiver to enforcement of any of these provisions at any time during the term of the Agreement.

7.0. Notification of Claim

7.1. If any claim for damages or injury is filed with Design-Builder or if any lawsuit is instituted against Design-Builder, that arise out of or are in any way connected with Design-Builder's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect Regional San, Design-Builder shall give prompt and timely notice thereof to Regional San. Notice shall not be considered prompt and timely if not given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

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Attachment C: Required Forms

- Form 1. Project Experience Matrix
- Form 2. Surety or Broker Letter of Intent
- Form 3. Insurance Company or Broker Affirmation of Availability of Coverage for Required Insurance
- Form 4. Required Licensure and DIR Registration

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Form 1. Featured Project Experience Matrix

[Respondent Team Name]

Project Experience Matrix Highlights Featured Projects <ul style="list-style-type: none"> Listing fewer projects that meet multiple experience categories is preferred, with three projects minimum and seven projects maximum. Caution: do not indicate relevance unless significant scope and experience is described in the accompanying project description. 	Key Personnel and Roles	Experience Categories							
		FPDB with performance requirements	Design or construction experience with cogeneration (preferably greater than 4-Megawatt output; must be completed within the last 10 years)	Design or construction experience with digester gas conditioning for cogeneration use (preferably > 1000 scfm, and procured within the last 5 years)	Design or construction experience with engine-based cogeneration systems (preferably with SCR exhaust treatment)	Design, construction or operations experience with hot water boilers for campus heating systems	Operations or maintenance of cogeneration systems (preferably greater than 4-megawatt)	Project experience with similar air and environmental permitting compliance (preferably in CA)	Demonstrated delivery to design-to-budget, limit change orders, or provide cost savings through innovation (preferably on DB projects)
Featured Project 1 [Title] (title should match detailed accompanying Featured Project Description)									
[Respondent member name] / [Role] Role(s) for this Project (e.g., Design-Build Entity, Lead Engineer, or General Contractor, etc.) Featured Project: [Respondent member name] / [Role] Featured project role(s) (e.g., Design-Build Entity, Lead Engineer, or General Contractor, etc.) Etc.	Key Personnel 1: Role on Featured Project Key Personnel 2: Role on Featured Project Key Personnel 3: Role on Featured Project Etc.								
Featured Project 2 Title (title should match detailed accompanying Featured Project Description)									
[Respondent member name] / [Role] Role(s) for this Project (e.g., Design-Build Entity, Lead Engineer, or General Contractor, etc.) Featured Project: [Respondent member name] / [Role] Featured project role(s) (e.g., Design-Build Entity, Lead Engineer, or General Contractor, etc.) Etc.	Key Personnel 1: Role on Featured Project Key Personnel 2: Role on Featured Project Key Personnel 3: Role on Featured Project Etc.								

Form 1. Featured Project Experience Matrix

[Respondent Team Name]

Project Experience Matrix Highlights Featured Projects <ul style="list-style-type: none"> Listing fewer projects that meet multiple experience categories is preferred, with three projects minimum and seven projects maximum. Caution: do not indicate relevance unless significant scope and experience is described in the accompanying project description. 	Key Personnel and Roles	Experience Categories							
		FPDB with performance requirements	Design or construction experience with cogeneration (preferably greater than 4-Megawatt output; must be completed within the last 10 years)	Design or construction experience with digester gas conditioning for cogeneration use (preferably > 1000 scfm, and procured within the last 5 years)	Design or construction experience with engine-based cogeneration systems (preferably with SCR exhaust treatment)	Design, construction or operations experience with hot water boilers for campus heating systems	Operations or maintenance of cogeneration systems (preferably greater than 4-megawatt)	Project experience with similar air and environmental permitting compliance (preferably in CA)	Demonstrated delivery to design-to-budget, limit change orders, or provide cost savings through innovation (preferably on DB projects)
Featured Project 7 Title (title should match detailed accompanying Featured Project Description)									
[Respondent member name] / [Role] Role(s) for this Project (e.g., Design-Build Entity, Lead Engineer, or General Contractor, etc.) Featured Project: [Respondent member name] / [Role] Featured project role(s) (e.g., Design-Build Entity, Lead Engineer, or General Contractor, etc.) Etc.	Key Personnel 1: Role on Featured Project Key Personnel 2: Role on Featured Project Key Personnel 3: Role on Featured Project Etc.								

Form 2. Surety or Broker Letter of Intent

(Sample letter of reference, actual reference to be typed on Surety Company letterhead)

[Date]

Jeanne Rose
Department of Personnel Services
Risk Management Office
P.O. Box 276130
Sacramento, CA 95827

Subject: Surety Letter of Reference of Bonding Capacity

Dear [Name]:

It is our pleasure to provide you with this reference letter on behalf of our client [Respondent]. Please accept this letter as confirmation that their bonding capacity is sufficient to undertake this work.

The surety for [Respondent] is [Name of Surety] a treasury listed company with an A.M. Best Rating of "A-" and is licensed to do business in California. [Respondent] has been supported for single projects up to \$100 Million with an aggregate work program up to \$[].

Consideration for bonding support is conditioned upon completion of the underwriting process, including satisfactory review of contract documents and our ongoing review of the operational and financial capacity of [Respondent].

We are pleased to share with you our favorable experience and high regard for [Respondent]. This letter is not an assumption of liability and is issued only as a prequalification reference request from our client. It should be understood that any arrangement for bonds is strictly a matter between [Respondent] and [Name of Surety].

If you wish to discuss the surety relationship of [Respondent] further, please do not hesitate to contact me.

Sincerely,

[NAME OF SURETY]

[Name]

[Title]

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**Form 3. Insurance Company or Broker Affirmation
of Availability of Coverage for Required Insurance**

(To be typed on Insurance Company's/Broker's Letterhead)

[Date]

Jeanne Rose
County of Sacramento Department of Personnel Services
Risk Management Office
Sacramento Regional County Sanitation District
P.O. Box 276130
Sacramento, CA 95827

Subject: Letter of Intent to Issue Security

_____ (the "Respondent") has been invited to submit its Statement of Qualifications (the "SOQ") in response to the Request for Qualifications (the "RFQ") for the Biogas Cogeneration System Project issued by Sacramento Regional County Sanitation District (Regional San) on [DATE], as amended, pursuant to which the Respondent may be invited to submit a proposal to a subsequent Request for Proposal and be selected to enter into a Design-Build Contract (the "Design-Build Contract") with Regional San for the Project.

We have reviewed the Respondent's SOQ and the RFQ. We hereby certify that we intend to provide all required insurance as described in the RFQ in the event that the Respondent is selected for final negotiations and execution of the Contract by Regional San.

Name of Insurance Company

Name of Designated Signatory

Signature

Title

Date

**This letter of intent may be provided by an insurance company or an insurance broker. References to "Insurance Company" in this form shall be changed to "Insurance Broker" if provided by an insurance broker.*

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Design-Build Entity: [Respondent member name]

Business Address:	
Contact Person/Title:	
Email:	
Phone Number:	
<hr/>	
Dept. of Industrial Relations (DIR) Registration No.:	
Contractors State License Board (CSLB) No. (if applicable):	
California Class A Contractor's License No. (if applicable):	
Other Requisite Company Licensure (if applicable):	
<hr/>	
Engineer of Record (EOR) Name (if applicable):	
EOR CA Professional Engineering License No. (if applicable):	

<p>If Design-Build Entity is a privately held corporation, limited liability company, partnership, or joint venture, a listing of all of the shareholders, partners, or members known at the time of statement of qualification submission who will perform work on the project. List below (add rows as needed):</p>

Respondent hereby certifies that if awarded a contract for this project it will use a skilled and trained workforce for all construction work, pursuant to Public Contract Code section 22164 and Public Contract Code sections 2600-2603. Moreover, Respondent further certifies that it will impose the requirement to use a skilled and trained workforce on subcontractors at every tier of the Respondent's team.

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

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Lead Engineer: [Respondent member name]

Business Address:	
Contact Person/Title:	
Email:	
Phone Number:	
Dept. of Industrial Relations (DIR) Registration No.:	
Contractors State License Board (CSLB) No. (if applicable):	
California Class A Contractor's License No. (if applicable):	
Other Requisite Company Licensure (if applicable):	
Engineer of Record (EOR) Name (if applicable):	
EOR CA Professional Engineering License No. (if applicable):	

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

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General Contractor: [Respondent member name]

Business Address:	
Contact Person/Title:	
Email:	
Phone Number:	
Dept. of Industrial Relations (DIR) Registration No.:	
Contractors State License Board (CSLB) No.:	
California Class A Contractor's License No.:	
Other Requisite Company Licensure (if applicable):	
Engineer of Record (EOR) Name (if applicable):	
EOR CA Professional Engineering License No. (if applicable):	

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

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General Contractor/Contractor: [Respondent member name]

Copy this form for additional Key Firms that will provide construction-related services.

Contractor License Certification

Pursuant to the Business and Professions Code of the State of California, Section 7030:

Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Registrar:

Physical Address:
Contractors State License Board
9821 Business Park Drive,
Sacramento, California 95827

Mailing Address:
P.O. Box 26000,
Sacramento, California 95826

The undersigned Contractor certifies that it is now licensed in accordance with the provisions of the Contractor's License Law of the State of California, and the number of said license is [], and the classification of said license is [], and the said license expires [].

Company Name: _____

Business Address Line 1 _____

Business Address Line 2 _____

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

If Contractor is a Corporation
State of Incorporation: _____

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Form 4. Required Licensure and DIR Registration

[Respondent Name]

Other Key Firm: [Respondent member name]

Copy this form for additional Key Firms.

Business Address:	
Contact Person/Title:	
Email:	
Phone Number:	
Dept. of Industrial Relations (DIR) Registration No.:	
Contractors State License Board (CSLB) No. (if applicable):	
California Class A Contractor's License No. (if applicable):	
Other Requisite Company Licensure (if applicable):	
Engineer of Record (EOR) Name (if applicable):	
EOR CA Professional Engineering License No. (if applicable):	

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

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