



Public-Private-Partnership for the
Design, Construction, Financing, Operation
and Maintenance of the Purified Water Project

REQUEST FOR QUALIFICATIONS

RFQ No. C0674

April 30, 2021

[as amended June 9, 2021 via Addendum 2]

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Design, Construction, Financing, Operation
and Maintenance of the Purified Water Project

Procurement Schedule

MILESTONE	DATE
RFQ Issuance	April 30, 2021
RFQ Comment Deadline	May 21, 2021
SOQ Submission Deadline	June 25 July 23, 2021
Respondent Interviews	July August 4-6-9, 2021
Notification of Shortlisting	July 26 August 20, 2021
Launch RFP	November 15, 2021

Official posting: <http://www.valleywater.org/Construction>

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SECTION I: INTRODUCTION & GENERAL INFORMATION

1.1. INVITATION

The Santa Clara Valley Water District (hereafter “Valley Water”) hereby requests Statements of Qualification (“SOQ”) for the purpose of shortlisting Respondents that demonstrate the technical, financial and management capacity required to design, build, finance, operate and maintain the Purified Water Project (the “Project”).

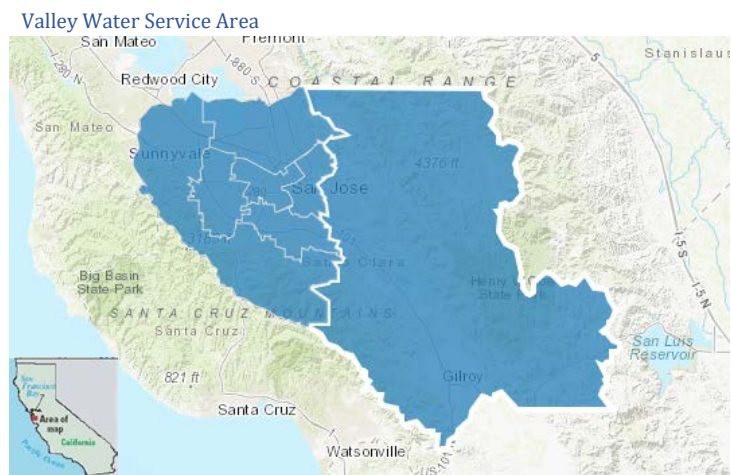
The Project, the first major component of Valley Water’s Purified Water Program, aims to reliably produce, convey, and recharge up to 11,200 AFY of purified water that is suitable for indirect potable reuse in full compliance with all applicable local, state and federal laws and regulations.

This Request for Qualifications No. C0674 (“RFQ”) is being issued as part of a two-phase selection procedure. Shortlisted Respondents will subsequently be invited to submit proposals for the Project Agreement, in accordance with a Request for Proposals (“RFP”).

Under no circumstances shall this RFQ be construed as creating or establishing a partnership, joint venture, agency or employment relationship between Valley Water and any recipient of, or Respondent to, this RFQ.

1.2. CONTRACTING ENTITY

This procurement is being undertaken by the Santa Clara Valley Water District (“Valley Water”). With the mission of providing Santa Clara County with safe, clean water for a healthy life, environment and economy, Valley Water was created by an act of the California Legislature, and operates as a state of California Special District, with jurisdiction throughout Santa Clara County. Valley Water is the primary water resources agency for Santa Clara County, California. Valley Water is governed by a Board comprised of seven elected members.



Valley Water supplies water and provides flood protection services to approximately two million residents in Santa Clara County, making it currently the largest multi-purpose water supply, watershed stewardship and flood management special district in California. It imports water into the county, manages the ground water basin, and owns and operates three water treatment plants, an advanced water purification center, ten reservoirs, three pumping stations, 18 recharge facilities in six major recharge

systems, and related distribution facilities. Water conservation is also an important part of Valley Water’s water supply mix because it offsets water demand.

Valley Water has a strong credit profile, reflected by high grade investment quality debt. These strong credit ratings are based on the Valley Water’s positive fiscal policy and financial strengths, as well as the generally strong credit profile of its rate base. These bond ratings are either the highest for a water related governmental entity in the State of California or among the highest.

	Water Utility		Watershed Debt
	Senior Debt	Parity Debt	
Moody's	Aa1	Aa1	Aa1
Standard & Poor's	AA-	N/A	AAA
Fitch	N/A	AA+	AA+

Projected water utility revenues are approximately \$261.1 million for FY 2020-21. Revenues from treated water continue to be the largest source with an estimated amount of \$137.4 million. Groundwater production charges are budgeted at \$121.1 million, and surface/recycled water sales are projected at \$2.6 million.

Valley Water has adopted extensive budget control policies. Its budget is prepared using the modified accrual basis. Revenues are recognized only when they become measurable and available to finance expenditures of the fiscal period. Expenditures are recognized when the payments are incurred or when a commitment is made through an encumbered purchase order.

1.3. DUAL-STAGE PROCUREMENT

This Request for Qualifications (“RFQ”) is being issued as part of a dual-stage selection procedure. Determination of eligibility and qualification will be made in accordance with the procedures and criteria established herein. Shortlisted Respondents will subsequently be invited to submit proposals for the Project Agreement, in accordance with a Request for Proposals (“RFP”).

1.4. NO LIABILITY

Neither Valley Water, nor any of their respective representatives, advisors or consultants make, or shall be deemed to have made, any representation or warranty, express or implied, as to the accuracy, reliability or completeness of the information contained herein or in any information otherwise provided, whether orally or in writing, other than such representations or warranties expressly stated as such in duly issued procurement documents or in a definitive contractual agreement executed between Valley Water and the Private Partner. Neither the receipt of this RFQ, nor any information contained herein or supplied herewith or subsequently communicated to any Person, whether orally or in writing, in connection with the Project involving Valley Water or its representatives, advisors or consultants shall constitute, or be interpreted as constituting, the giving of financial, legal, technical or other advice.

The issuance of this RFQ does not constitute, and none of the information set forth herein constitutes, a formal offer to enter into a Project Agreement, nor does this RFQ obligate Valley Water or any other entity to proceed with procurement described herein.

Neither Valley Water, nor any of its representatives, advisors or consultants shall be held liable or responsible, fiscally or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by any party considering a response to or responding to this RFQ, and all such costs shall be borne solely by such party.

This RFQ does not purport to contain all the information that a Respondent may need or desire to make an investment decision. Respondents should conduct their own investigations and analysis of relevant information.

1.5. DEFINITIONS

<p>Advanced Purified Water Is used interchangeably with “purified water” or “highly purified water” and means water produced through treatment of source water from a wastewater treatment plant (e.g., secondary or tertiary effluent) using advanced treatment processes such as micro-/ultra filtration, reverse osmosis, and ultraviolet disinfection with advanced oxidation.</p>
<p>“Advanced Water Purification Facility” mean all infrastructure, buildings and equipment required for purifying tertiary wastewater with advanced treatment in compliance with State of California regulations (e.g., micro/ultrafiltration followed by reverse osmosis and UV/hydrogen peroxide).</p>
<p>“Affiliate” means in relation to any Person:</p> <ol style="list-style-type: none"> any other Person having Control of that Person; any other Person over whom that Person has Control; any Person over whom any other Person referred to in (a) above also has Control; or only with respect to the use of the term “Affiliate” in <u>Forms B (Certifications) and C (Legal Disclosures)</u>, any consortium, partnership or joint venture involving such Person, <p>where “Control” of a Person by another Person means that other Person (whether alone or with others, and whether directly or indirectly at any tier): (i) holds the majority of voting rights in the controlled Person; (ii) has the right to appoint the majority of the board of directors (or equivalent) of that controlled Person; and/or (iii) exercises control over that controlled Person’s affairs.</p> <p>In the case of an Equity Member, if the Equity Member is an investment fund, “Affiliate” includes such Equity Member’s general partner and any other investment fund in which its general partner is an equity investor as a general partner.</p>
<p>“Board” means the Santa Clara Valley Water District Board of Directors.</p>
<p>“Conflict of Interest” means:</p> <ol style="list-style-type: none"> any situation or circumstance where a Respondent or any of its Major Participants: <ol style="list-style-type: none"> has other commitments, relationships, financial interests or involvementthe meaning set forth in ongoing litigation that: <ol style="list-style-type: none"> could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of Valley Water’s independent judgment; or could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under the Project Agreement. is under contract with Valley Water to prepare procurement documents for or related to the Project; or has knowledge of or access to confidential information (other than confidential information disclosed by Valley Water in the normal course of the RFQ or RFP) of

<p>strategic or material relevance to the RFQ, the RFP or to the Project that is not available to other Respondents and that could or could be seen to give the Respondent an unfair competitive advantage; and</p> <p>any conflict of interest or a potential conflict of interest under California Government Code Sections 1090, 87100 et seq., or other applicable law. Section 6.1 (<i>Conflicts of Interest</i>).</p>
<p>“County” means Santa Clara County, California.</p>
<p>“Evaluation Criteria” means the criteria set forth in <u>Section 5.2.2 (<i>Evaluation Criteria and Weighting</i>)</u> that will be used to evaluate and rank the SOQs.</p>
<p>“Facility” or “Facilities” refer collectively or individually to the (a) Advance Water Purification Facility; (b) the Purified Water Pipeline; (c) the Los Gatos Recharge System; and (d) the infrastructure and equipment associated with Reverse Osmosis Concentrate management.</p>
<p>“Financial Advisor” means the member of the Proposer’s team that will be responsible for arranging and securing debt financing on behalf of the Private Partner.</p>
<p>“Equity Member” means each member of the Respondent team that will contribute equity to the Private Partner for purposes of executing the Project, as part of such Respondent’s financing plan or, in the case of a tax-exempt structure, will commit to holding Private Partner-issued subordinated debt as a long-term ownership interest in the Private Partner.</p>
<p>“Guarantor” means each parent company or other entity (in either case, if any) that is nominated by the Respondent that would support and guarantee the obligations of an Equity Member, Lead Design-Builder or Lead Design-Builder Member or Lead Operator or Lead Operator Member.</p>
<p>“Lead Design-Builder” means the entity (whether a single incorporated entity or an incorporated or unincorporated joint venture) with primary responsibility for the performance of design, engineering and construction work for the Project, including subcontracting, management, supervision and administration of the design and construction for the Project.</p>
<p>“Lead Design-Builder Member” means, where the Design-Builder is an incorporated or unincorporated joint venture, each member or joint venturer in the Design-Builder.</p>
<p>“Lead Member” means the Team member duly designated in the SOQ as the leader and point of contact for the Team for purposes of the procurement, as set forth in <u>Section 3.7.3 (<i>Leader Designation and Registered Representative</i>)</u> of this RFQ.</p>
<p>“Lead Operator” means the entity (whether a single incorporated entity or an incorporated or unincorporated joint venture) with primary responsibility for the operation and maintenance of the Facilities over the term of the Project Agreement.</p>
<p>“Lead Operator Member” means where the Lead Operator is an incorporated or unincorporated joint venture, each member or joint venture in the Lead Operator.</p>
<p>“Major Participant” means each of the following:</p> <ol style="list-style-type: none"> a. each Equity Member; b. if an Equity Member is an investment fund, the fund’s general partner(s); c. the Lead Design-Builder; d. each Lead Design-Builder Member (if any);

<p>e. the Lead Operator;</p> <p>f. each Lead Operator Member (if any); and</p> <p>g. each Guarantor.</p>
<p>"Organizational Changes" has the meaning set forth in <u>Section 3.7.4 (Changes in Organization)</u>.</p>
<p>"Person" means an individual, a general or limited partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization, a governmental authority or any group of individuals acting together for a common purpose or organization of any kind.</p>
<p>"Private Partner" means the entity identified, or otherwise legally established, by the Successful Proposer to enter into the Project Agreement. The Private Partner shall develop, design, finance, construct, operate and maintain the Project at prescribed standards over the term of the Project Agreement.</p>
<p>"Procurement Process" means the procurement process to select a Successful Proposer to deliver the Project, as outlined in <u>Section 3.1 (Procurement Process)</u> of this RFQ.</p>
<p>"Project" means the design, construction and financing of the Facilities and other related and associated works, as well as their operation, maintenance and life-cycle maintenance over the term of the Project Agreement, as further defined by Valley Water during the solicitation process and set forth in the Project Agreement.</p>
<p>"Project Agreement" means the contract to design, build, finance, operate and maintain the Project that Valley Water may enter into with the Private Partner upon successful completion of the Procurement Process.</p>
<p>"Proposal" means a proposal submitted by a Proposer in response to the RFP.</p>
<p>"Proposer" means a Respondent selected and shortlisted by Valley Water pursuant to this RFQ to submit a Proposal in response to the RFP.</p>
<p>"Purified Water Pump Station and Pipeline" means all infrastructure and equipment required for the conveyance of water from the Advanced Water Purification Facility to the designated Recharge Ponds.</p>
<p>"Request for Proposals" or "RFP" means the solicitation that may be issued by Valley Water to Proposers, and all applicable addenda.</p>
<p>"Request for Qualifications" or "RFQ" means this Request for Qualifications and all attached appendices, addenda and/or attachments referenced herein.</p>
<p>"Respondent" means any company, team or joint venture which submits a SOQ in accordance with this RFQ.</p>
<p>"RO Concentrate" means the concentrate resulting from the reverse osmosis process that must be managed in full compliance with all applicable local, state and federal laws and regulations.</p>

<p>"Santa Clara Valley Water District" or "Valley Water" means the independent special district created by a special act of the State of California Legislature (Santa Clara Valley Water District Act, California Water Code Appendix, Chapter 60).</p>
<p>"SOQ Submission Deadline" means the deadline set forth in <u>Section 4.3.3</u> herein.</p>
<p>"Statement of Qualification" or "SOQ" means a qualifications package submitted to Valley Water by a Respondent in response to this RFQ.</p>
<p>"Successful Proposer" means the Proposer selected by Valley Water, in accordance with the terms and conditions set forth in an RFP, to deliver the Project.</p>
<p>"Team Member" means any entity participating as part of a Respondent consortia in accordance with section <u>3.7.1 (Right to Form Consortia)</u>, including both Major Participants and other key subcontractors.</p>
<p>"Virtual Data Room" means the e-portal containing background documents relating to this Project, as set forth in <u>Section 2.1.5(Virtual Data Room)</u>of this RFQ.</p>

1.6. ABBREVIATIONS

AFY	Acre-feet per year
AWPF	Advanced water purification facility
BAWSCA	Bay Area Water Supply and Conservation Agency
CEQA	California Environmental Quality Act
DB	Design-Build
DBFOM	Design-Build-Finance-Operate-Maintain
EPA	United States Environmental Protection Agency
IPR	Indirect Potable Reuse
LATP	Former Los Altos Treatment Plant
MGD	Millions of gallons per day
NPDES	National Pollutant Discharge Elimination System
NPR	Non-Potable Reuse
O&M	Operations and Maintenance
PA RWQCP	Palo Alto Regional Water Quality Control Plant
PWP	Purified Water Program
RFP	Request for Proposals
RFQ	Request for Qualifications
RO	Reverse Osmosis
SJ-SC RWF	San José-Santa Clara Regional Wastewater Facility
SVAWPC	Silicon Valley Advanced Water Purification Center
SOQ	Statement of Qualifications
WSMP 2040	Water Supply Master Plan 2040

SECTION II: PROJECT DESCRIPTION

2.1. PROJECT OVERVIEW

2.1.1. Background

The mission of Valley Water is to provide safe, reliable, and clean water to Silicon Valley. The Water Supply Master Plan 2040 (“*WSMP 2040*”) dated November 2019, outlines the strategy to manage natural variability in demand and supply to meet Santa Clara County’s current water needs in all but critical drought years. Nevertheless, the County’s need for water, particularly reliable dry-year supplies, is expected to continue to grow. In addition to population and economic growth, drivers for diversifying and expanding the County’s water supply portfolio include increasing climate uncertainty, and other challenges to supply resilience. The *WSMP 2040* evaluates Valley Water’s ability to meet Santa Clara County’s projected water demands through the year 2040 under various hydrologic conditions and scenarios, to identify anticipated shortfalls between projected future supplies and demands.

Valley Water’s Board Policy E-2.1.4 calls for the development and maintenance of potable and non-potable reuse as part of its strategy to ensure a reliable, clean water supply for the future. To that end, Valley Water has set out the goal that at least 10% of all water used in the Santa Clara County should come from recycled water by 2025. Consequently, the *WSMP 2040* includes developing potable reuse water (above and beyond the current target of 33,000 AFY of non-potable reuse) by 2040.

Based on water supply modeling, 2040 projected demands, and Valley Water’s *WSMP 2040*, a nominal advanced purified water facility with a production capacity of approximately 10 million gallons per day (MGD) was identified for this Project.

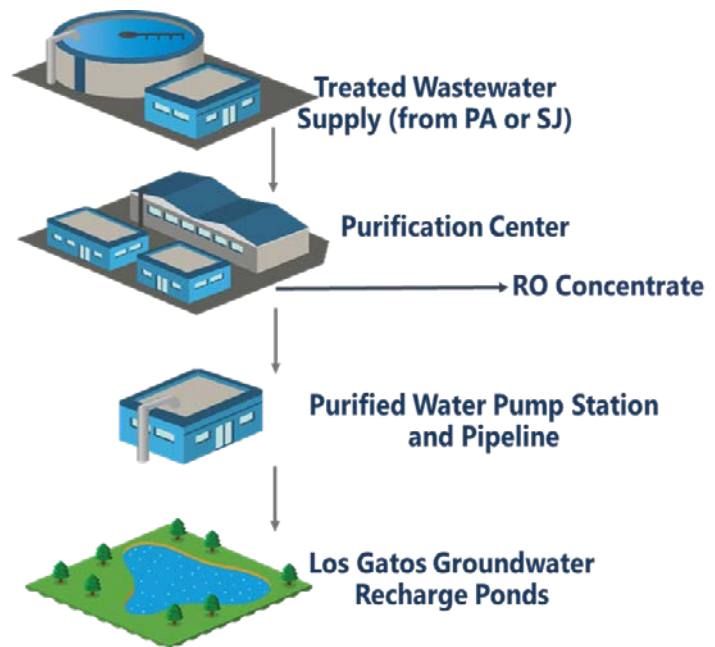
Advanced purification is a state-of-the-art, three-step process that purifies treated wastewater using microfiltration, reverse osmosis, and ultraviolet disinfection. There are two types of potable reuse, indirect and direct. With indirect potable reuse, the groundwater aquifer, a source of drinking water, is recharged with advanced purified water. Direct potable reuse blends advanced purified water with raw water supplies at a drinking water treatment plant prior to treatment and distribution.

As outlined in Valley Water’s Draft Final Countywide Water Reuse Master Plan (“*CoRe Plan*”)¹, infrastructure development is a crucial component of the *CoRe Plan*. New purification facilities will need to be built near wastewater treatment facilities in the County, as will water conveyance systems to transport advanced purified water to percolation ponds or drinking water treatment plants for indirect potable reuse or direct potable reuse, respectively. Additionally, some concerns regarding the long-term management of RO concentrate could result in the need for investment in new ~~disposal~~ discharge and management systems.

¹ Dated October 14, 2020, as discussed during the November 20, 2020 session of the Recycled Water Committee.

In furtherance of the CoRe Plan, and with the goal of augmenting resilience, water security and diversifying the County water supply, on June 16, 2020 the Valley Water Board authorized proceeding with the implementation of a project that will reliably produce and convey up to 11,200 acre-feet per year of purified water suitable for indirect potable reuse in full compliance with all applicable local, state and federal laws and regulations.

As currently envisioned the Project will treat tertiary quality wastewater produced at either the Regional Water Quality Control Plant (“RWQCP”) in Palo Alto or the San José-Santa Clara Regional Wastewater Facility (“RWF”) in San José and includes construction of a pump station and pipeline to transport the purified water to Los Gatos Recharge System complex. Valley Water will make a final determination as to the source water, whether RWQCP or RWF, prior to the issuance of the RFP for the Project.



Valley Water is in the process of modeling indirect potable reuse (“IPR”) operations under a range of operational scenarios for wet, average, and dry years. The results of these studies will determine the water delivery schedule from the Project. Purified water produced by the Project must meet all regulatory requirements including, but not limited to, California Title 22, California Division of Drinking Water Groundwater Replenishment (“GWR”) Regulations for both surface applications (surface spreading in recharge ponds) and future potential future applications, waste discharge requirements, hazardous materials storage requirements, and any other applicable laws and regulations. Considerations should be given in the design for potential future modifications to meet direct potable reuse (DPR) requirements. Valley Water may decide to pursue the DPR options as pertinent regulations are developed or revised, and a regulatory pathway is developed by the California Division of Drinking Water (“DDW”) to allow for the construction and operation of such projects (i.e. DPR). As the Valley Water Board elected to implement this Project with a P3 approach to stimulate innovation and foster market competition, Respondents will be encouraged to provide information on alternative technical concepts during the RFP process.

In delivering the Project, Valley Water aims to tap into private sector innovation and expertise to minimize Project cost impact on water rates, accelerate project completion, and ensure life-cycle asset reliability and performance. To this end, Valley Water is committed to delivering the Project under a DBFOM Public-Private-Partnership agreement. Valley Water anticipates that private sector expertise and innovation in

design, construction, financing, operations, maintenance and management may assist in completing the Project in a timelier and more cost-effective manner, while also alleviating some of the burden placed on Valley Water when implementing and managing large complex capital projects of this type. Moreover, Valley Water aims to optimize risk transfer by allocating meaningful life-cycle Project risks to a Private Partner, including cost, schedule and life-cycle asset performance risk. It is also expected that the anticipated transaction structure would provide better budget predictability for Valley Water.

Recent Board resolutions substantiating this procurement process include the following:

- a. Resolution 20-0468 (June 16, 2020) in which the Board directed Valley Water staff to immediately initiate procedures for implementing a smaller project (consistent with the treatment volumes envisioned in the Palo Alto/Mountain View agreement); and
- b. Resolution 20-0736 (September 8, 2020) in which the Board approved a Design-Build-Finance-Operate-Maintain procurement for the necessary facilities and services to accomplish purification and delivery to groundwater recharge ponds of the product water.

2.1.2. Key Objectives

Valley Water’s key objectives in delivering the Project include the following:

Timeline	Valley Water aspires to accelerate delivery of the Project, thereby advancing public benefits and diversifying the County’s water supply. To this end, Valley Water hopes to achieve the earliest possible date of operations that is consistent with reliable and high-quality design and construction; Valley Water also intends to transfer substantial schedule risk to the Private Partner, by aligning payments with the availability and operation of the Project.
Service Reliability	By bundling design and construction with life-cycle operations and maintenance of the Project, Valley Water aims to achieve service reliability at contractually prescribed standards over the term of the Project Agreement. Valley Water also intends to transfer substantial performance risk to the Private Partner by subjecting payments to deductions for performance shortfalls.
Rate Impact	Consistent with delivery and performance objectives, Valley Water aims to optimize life-cycle costs to minimize the impact of the Project on overall water rates and in terms of cost per acre foot.
Cost-Effectiveness and Budget Predictability	Valley Water aspires to benefit from life-cycle cost efficiencies resulting from innovation, private sector efficiency and the bundling of design and construction with longer-term operations and maintenance. Moreover, by locking-in life-cycle asset performance at a competitively procured price, Valley

	Water seeks to reduce budget volatility triggered by cost overruns or emergency repairs resulting from deferred maintenance.
Asset Stewardship/ Life-Cycle Asset Management	Valley Water aims to ensure that the Facilities are maintained at prescribed standards over the term of the Project Agreement. To this end, Valley Water aims to hold the Private Partner accountable for life-cycle asset maintenance, with payments for water being subject to deductions for performance shortfalls. This allows for enforceable performance standards over the life of the Facilities.
Environmental Stewardship	Valley Water strives to reduce direct and indirect greenhouse gas emissions as part of its Climate Change Action Plan.
Community Benefits and Equity, Inclusion and Diversity	Valley Water aims to leverage the Project for the benefit of the local community as well as to promote equity, inclusion and diversity in the delivery of the project. This will be done by linking the Project Agreement to other community benefits, such as local and small business enterprise opportunities, training programs, and encouraging the involvement of diverse and inclusive staffing and subcontracting plans.

2.1.3. Source Water and Project Site

As Valley Water does not treat wastewater, source water for the Project will be provided by a third-party agency under an Inter-governmental Agreement formalized with Valley Water. The determination of the source water agency will potentially dictate the location of the new advanced water purification facility (“AWPF”).

For purposes of this Project, two alternatives are currently being evaluated by Valley Water:

a. San José Alternative

The alternative involves the use of treated tertiary source water from the San José/Santa Clara Regional Wastewater Facility (“SJ-SC RWF”), with the AWPF being constructed on land immediately adjacent to the existing Silicon Valley Advanced Water Purification Center (“SVAWPC”).

b. Palo Alto Alternative

This alternative involves the use of treated tertiary water from the Palo Alto RWQCP, with the AWPF being constructed at the site of the former Los Altos Treatment Plant (“LATP”).

The Board anticipates selecting the Project alternative in the third quarter of 2021, prior to issuing the RFP. Water rights, land rights and initial RO disposal rights shall be secured by Valley Water for use in the Project. Under both Project alternatives, water treated by the AWPF will be pumped approximately 18 to 20-miles in a to be constructed

pipeline to the existing Los Gatos Recharge System complex² located in the City of Campbell. Preliminary assessments indicate that the pipeline construction would take place primarily in the corridors of the existing roadways. Additional details and information will be provided in the RFP. In keeping with the Valley Water Board's goal to foster innovation, Valley Water will encourage Respondents to provide information on alternative technical concepts during the RFP process.

2.1.4. Investigations

Valley Water is in the process of undertaking the following investigations and studies related to this Project. The results of these investigations shall be made available to shortlisted Proposers:

- a. California Environmental Quality Act Environmental Impact Report – Anticipated date for completion of draft EIR is October 2021.
- b. Geotechnical Data Report for the two AWPf Site Options – Investigation includes desk-top study of available geotechnical reports, field and laboratory test data, logs of the test borings, and a site plan showing the location of each exploration. Three deep borings and 4 – 5 Cone Penetrometer Tests (CPTs) at each AWPf Site. Completion expected in ~~June~~July 2021.
- c. Geotechnical Data Report for the Pipeline Alignments - Investigation includes desk-top study of available geotechnical reports, field and laboratory test data, logs of the test borings, and a site plan showing the location of each exploration. Drilling shallow borings along pipeline alignments at approximately 3,000 feet intervals, deep borings at pipeline crossings, and installation of piezometers at select crossing locations to monitor depth to groundwater. Completion expected in ~~October~~November 2021.
- d. Utility Mapping – Includes existing utility mapping along the Palo Alto Effluent pipeline and Palo Alto Purified Water pipeline (specific to the Palo Alto Alternative) alignments, as well as the development of planning level drawings of the Palo Alto Effluent pipeline and Palo Alto Purified Water pipeline (specific to the Palo Alto Alternative) alignments with existing utilities overlaid on aerial photographs and potential trenchless crossing and pit locations to a level of detail similar to that available for the San Jose option. Completion is anticipated in August 2021.
- e. Others – Valley Water will continue to undertake key studies and investigations necessary to advance the procurement and Project, making updated information available to shortlisted Proposers.

²The Los Gatos pond complex is divided into two systems named for the two intra-pond conveyance systems that deliver the local and imported water to the individual pond sets – Page Ditch and Kirk Ditch. Page Ditch connects the Kirk Diversion Dam to the Camden, Page, Sunnyoaks and Budd Avenue pond sets, and Kirk Ditch connects the Kirk Diversion Dam to the Oka and McGlincy pond sets.

2.1.5. Virtual Data Room

Information relating to this Project is accessible at the Virtual Data Room. Unless noted otherwise in this RFQ, such documents are provided for reference and background information only and Valley Water has not determined whether, nor does it warrant that, the documents made available in the Virtual Data Room are accurate, complete, pertinent, or of any other value to Respondents. Valley Water is not responsible for the accuracy or completeness of those documents or any interpretations or conclusions drawn therefrom.

It is the Respondent's responsibility to check the Virtual Data Room frequently and access any additional documents that may be uploaded by Valley Water from time to time during the RFQ process. While Valley Water may notify registered participants of updates to the Virtual Data Room, each Respondent is solely responsible for reviewing all documents made available prior to submitting its SOQ. Valley Water assumes no responsibility or liability whatsoever for assuring the distribution of any documents to Respondents.

2.2. ANTICIPATED SCOPE AND TRANSACTION STRUCTURE

2.2.1. Project Agreement

Valley Water intends to enter into a Project Agreement with the Private Partner that will set forth, among other things, the rights and obligations of Valley Water and the Private Partner with respect to the design, construction, financing, operation, and maintenance of the Project. The term of the Project Agreement is anticipated to allow for an operating period of no more than 30 years, following commissioning and acceptance of the Facilities. The proposed form of the Project Agreement will be included in the RFP. **The Project Agreement is intended to be structured to satisfy the safe harbor conditions under which a management contract does not result in private business use, as provided in Rev. Proc. 2017-13.**³

2.2.2. Design & Construction Scope

The Private Partner will design and construct the Project in accordance with the Technical Requirements set forth in the RFP, the Project Agreement and in compliance with applicable laws, regulations and policies. The source water, construction site, and initial RO concentrate management process shall be identified in the RFP; however, the RFP shall also provide an opportunity for Proposers to develop alternatives and innovative concepts for most material aspects of the project. The Private Partner shall be required to undertake all typical design and construction responsibilities, such as overall project management, engineering studies and project design, permitting and development activities, design finalization, construction, subcontracting, commissioning, testing, etc.

³ The qualified management contract is a requirement to preserve the tax-exempt status of the bonds issued or that will be issued by the City of San Jose or Palo Alto for the facilities producing the effluent.

As currently envisioned, the following constitute key Facilities of the Project:

2.2.2.1. Advanced Water Purification Facility

The Project includes the design and construction of a new AWPF, rated at purified water production capacity of 10 MGD, including the required facilities to convey tertiary treated wastewater from the designated source water facility.⁴ The AWPF will receive tertiary treated wastewater and will be required to produce purified water meeting all current and future state and federal regulations plus Valley Water requirements that it be non-corrosive and have low salt concentrations. The AWPF shall be required to conform to California Division of Drinking Water requirements. The AWPF shall include all associated and ancillary facilities (e.g., power, chemical feed, O&M, parking, etc.), as set forth in the CoRe Plan.

2.2.2.2. ROC Management & Disposal

Based upon a 10 MGD production design capacity and at a RO recovery rate of 85%, it is anticipated that the AWPF will generate approximately 1.76 MGD of RO concentrate. Preliminary mass loading, chronic toxicity, and mixing studies indicate that RO concentrate associated with the Project potentially could be blended with the tertiary-treated wastewater at either a) the SJ-SC RWF or b) the PA RWQCP. It is therefore anticipated that the Project will require construction of a concentrate pipeline from the AWPF site to the respective outfall for blending and discharge. Blended effluent must meet water quality limiting concentrations as required by San Francisco Bay Regional Water Quality Control Board to comply with the San Francisco Bay Basin Plan. Nevertheless, as part of the RFP process, Valley Water anticipates that Proposers will be permitted to introduce alternative management and disposal options to address all regulatory requirements.

2.2.2.3. Purified Water Pump Station and Pipeline

Purified water will be conveyed to the existing Los Gatos Recharge System complex located in the City of Campbell, California. The total distance of the pipeline will depend on the location of the AWPF, whether in San José or Palo Alto.

As illustrated in Figure 1 below, for the San José alternative, the onsite pump station will convey the purified water via an approximately 18-mile water pipeline which will be constructed within the corridors of the existing roadways. In the case of the Palo Alto alternative, an onsite pump station and an approximately 20-mile-long product water pipeline would be constructed to convey the purified water to the existing Los Gatos Recharge System complex.

⁴ Additional details regarding the delivery/flow schedule shall be provided in the RFP.

The pipeline will be required to include all the necessary appurtenances, such as isolation valves, air release valves, blow-offs, turnouts, special constructions at fault crossings, cathodic protection, etc. and comply with all relevant standards. Additional details will be provided in the RFP.

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2.2.2.4. Recharge Ponds

To facilitate operations and maintenance (O&M) activities and maintain high recharge rates of purified water, the Project scope contemplates modifications to the existing Los Gatos Recharge System complex, including additional pipelines and delivery points corresponding to:

- a. Budd Pond 1
- b. Sunnyoaks Pond 2
- c. Page Ditch, upstream of Page Pond 1
- d. Kirk Ditch near Kirk Diversion Dam

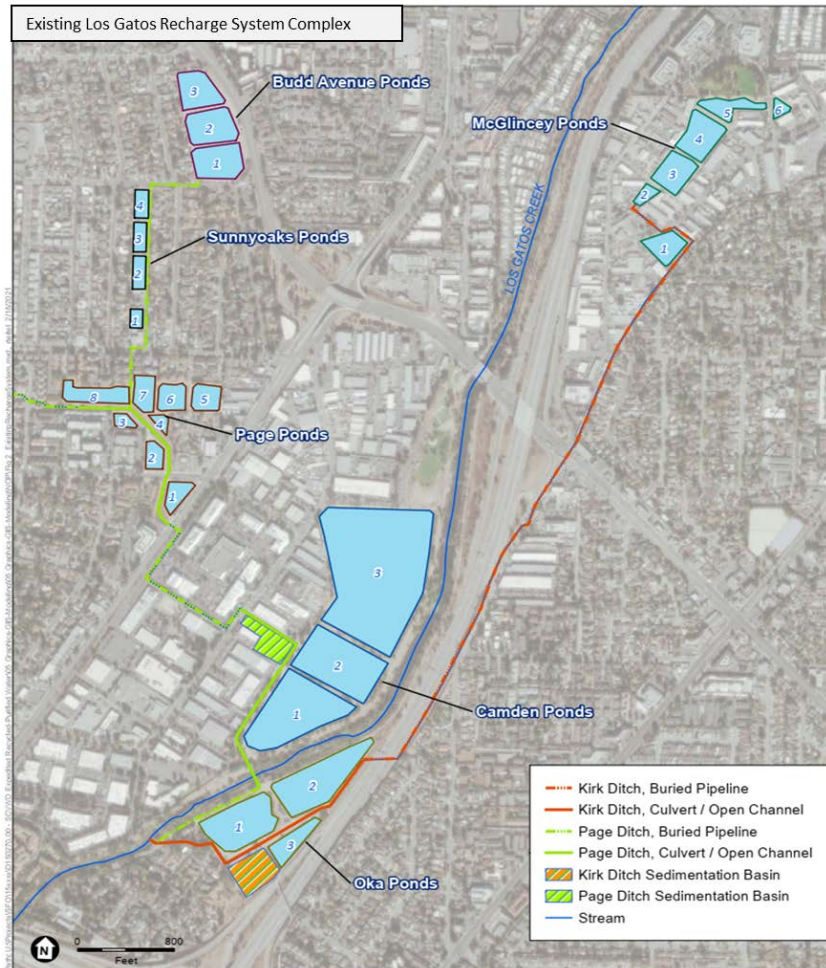
The recharge ponds shall not be exclusively dedicated to this Project.

2.2.2.5. Permitting

The Project is subject to all applicable State building code requirements and State and federal regulations, as well as local building regulations and ordinances. The

Private Partner will generally be responsible for obtaining and maintaining (including preparation of permit applications) any and all necessary regulatory, building and other permits (including any permit modifications) to develop, design, construct, finance, operate and maintain the Project, with the exception of the 2021 EIR which will be completed prior to issuance of the RFP.

The Private Partner's responsibility will include compliance with environmental approval commitments for mitigation and monitoring as set forth in any environmental documents and all permit conditions included in any approvals, authorizations, determinations, and conditional permits. The Private Partner will finalize all permit applications based on its proposed design and obtain final permits from the permitting agencies, including taking responsibility for any changes in permits and permit conditions arising out of the Private Partner's design. Valley Water will support the Private Partner in coordination with environmental regulatory and permitting agencies. Except as otherwise required by law



or set forth in the Project Agreement, it is anticipated that Valley Water will be the permittee on Project permits.

The RFP will provide further details regarding required permits and the allocation of responsibility for securing such permits.

2.2.3. Financing Scope

Except for any Milestone or Progress Payments that may be offered by Valley Water for purposes of this Project, the Private Partner shall be solely responsible for obtaining and repaying all private financing necessary for the Project at its own cost and risk, without recourse to Valley Water. All debt or other obligations issued or incurred by the Private Partner in connection with the Project shall be issued or incurred only in the name of the Private Partner. Private Partner shall ensure that Valley Water does not have any obligation to pay debt service on any such debt or other obligations, or to join in, execute or guarantee any note of other evidence of indebtedness of the Developer. The RFP shall require Proposers to evidence their capacity to finance the Project from the Financial Close Date throughout the term of the Project Agreement. As currently envisioned, the RFP shall require fully committed financing at the time of the submission of the Proposal; however, additional details shall be provided in the RFP. Innovative financial concepts will also be considered during the RFP process. Additionally, pursuant to Valley Water Board policy, all banks involved in the financing of this project must demonstrate an Environmental, Social and Governance (ESG) equivalent risk rating of average/medium or better from at least one professional ESG research company, unless the bank is based in one of the nine counties in the San Francisco Bay Area and has total assets at or below \$10 billion.

2.2.4. Operations & Maintenance Scope

In general, the Private Partner shall be responsible for the daily management, operations, maintenance and life-cycle maintenance and repair of the Facilities, providing water to Valley Water under the terms and conditions set forth in the Project Agreement. Additional details regarding the Private Partner's operations and maintenance responsibilities shall be set forth in the RFP.

The operations and maintenance scope is an integral component of the Project due to the significant benefits that will be realized by combining operations and maintenance responsibilities with design and construction responsibilities of the Private Partner for a project of this size and complexity. In particular, having a single entity assume the design, construction, operation and maintenance responsibilities for the Project, among other things: (a) allows Valley Water to enforce long-term performance standards set during design by keeping the Private Partner responsible for meeting such standards; during operations; (b) incentivizes the Private Partner to maximize lifecycle cost efficiencies which, in turn, may reduce the overall cost of the Project to rate payers and reduce the risk of deferred maintenance; (c) allows Valley Water to extend the Private Partner's responsibility to cure any latent defects through the term of the Project Agreement; (d) provides predictability and price-certainty for future operations and maintenance costs; and (e) allows private sector innovation with respect to operations and maintenance to be incorporated at the design phase, while incentivizing the Private

Partner to propose only technologically advanced equipment and design features that can be maintained in a reasonable and cost-effective manner.

2.2.5. Compensation Structure

As currently envisioned, upon operational readiness of the Project, the Private Partner's sole compensation for its services provided under the Project Agreement will come in the form of a performance-based availability payment comprised of a fixed capital charge component and an operating fee component, subject to deductions for performance shortfalls (Services Fee). Such Services Fee shall be subject to defined usage limitations, certain utility costs associated with the operation of the Project may be compensated as a direct pass through, without mark-up. Additional details regarding the compensation structure shall be set forth in the RFP and Project Agreement.

2.2.6. Asset Ownership

For the duration of the term of the Project Agreement, ownership of the Project will be retained by Valley Water. In no event shall the Private Partner have any ownership interest in the Project.

2.2.7. Equal Opportunity Employer

Valley Water is an equal opportunity employer. Every effort will be made to ensure that all persons have equal access to contracts and other business opportunities with Valley Water consistent with Valley Water's procurement policies. Proposers may be required to show evidence of their equal employment opportunity policy.

2.2.8. Project Labor Agreement / Prevailing Wage

Valley Water is currently in the process of negotiating a PLA for construction labor. The Project Agreement will be subject to either the State prevailing wage requirements or rates established in a Project Labor Agreement. Further details shall be provided in the RFP.

2.2.9. Performance Security, Insurance and Indemnity

Valley Water anticipates that the Project Agreement will require the Private Partner, or in some instances a Major Participant, to (a) provide payment and performance security and insurance coverage in connection with the Project and (b) indemnify, defend and hold Valley Water and related entities and persons harmless against third party and other claims as specified in the Project Agreement. Specific requirements for the performance and payment security (including the acceptable forms and amounts thereof), insurance and indemnification will be set forth in the RFP and the Project Agreement.

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SECTION III: PROCUREMENT REQUIREMENTS AND PROTOCOL

3.1. PROCUREMENT PROCESS

Valley Water intends to follow a two-phased procurement process to select a successful Proposer to design, build, finance, operate, and maintain the Project in accordance with the terms and conditions set forth in the Project Agreement.

3.1.1. Phase One RFQ

The first phase commences with the issuance of this RFQ to solicit responses, in the form of SOQs, which Valley Water will evaluate to identify which Respondents qualify to be involved in the second phase. Valley Water intends to short-list three Respondents as Proposers; however, Valley Water may, in its sole discretion, modify this number.

3.1.2. Phase Two RFP

The second phase will commence when Valley Water issues a draft Request for Proposals (“RFP”) to Proposers, including the proposed Project Agreement. There will be one or more opportunities for the Proposers to make comments on the draft RFP and Project Agreement before the final RFP and Project Agreement are issued. Valley Water will evaluate the Proposals submitted in response to the RFP in strict accordance with the criteria set forth in the RFP and will select the Successful Proposer to be the Private Partner.

3.2. ANTICIPATED PROCUREMENT TIMELINE

Although not binding, the following timetable outlines the anticipated procurement schedule for the transaction. The timing and sequence of events resulting from this RFQ may vary and shall ultimately be determined by Valley Water, in its sole discretion.

Anticipated Procurement Timeline

Issue RFQ	April 30, 2021
RFQ Comment Deadline	May 21, 2021
SOQ Submission Deadline	June 25 July 23, 2021
Respondent interviews (if held)	July-August 4-6-9 , 2021
Proposers announced	July 26 August 20, 2021
Launch RFP Process	November 15, 2021

3.3. NO OBLIGATION

Valley Water reserves the right to modify or terminate this solicitation at any stage if it determines this action to be in its best interest. The receipt of SOQs, proposals or other documents at any stage of either the RFQ or RFP process will in no way obligate Valley Water to proceed with the procurement or enter into any contract of any kind with any party.

3.4. RULES OF CONTACT

The following rules of contact will apply during this RFQ process and shall remain in full force and effect until such time that these rules are replaced or amended via the issuance of an RFP or the formal termination of the procurement by Valley Water. Contact means any method of transmitting information, including, but not limited to, mail, face-to-face, telephone, facsimile, email or formal written communications. The Valley Water Representative for this RFQ process is identified in Section 3.5 of this RFQ.

The rules of contact are designed to promote a fair, unbiased, legally defensible procurement process. Valley Water is the single source of information regarding the Project procurement.

During the procurement process the following rules of contact are in effect:

- a. No Respondent or any of its members may communicate with another Respondent or members of another Respondent Team with regard to this procurement or the Project, except that a Respondent may communicate with a subcontractor that is on both its team and another Respondent Team, so long as those Respondents establish a protocol to ensure that the subcontractor will not act as a conduit of information between Respondents;
- b. Contact between the Respondents and Valley Water (questions and responses to questions) will only be through the Valley Water Representative and the Respondent's designated representative;
- c. Proposers shall not contact Valley Water, San José or Palo Alto officials or employees regarding the procurement except through the process identified above;
- d. Any contact determined to be improper, at the sole discretion of Valley Water, may result in disqualification;
- e. Any official contact by Valley Water regarding the procurement will be via email, disseminated directly from Valley Water by the Valley Water Representative; and
- f. Valley Water will not be responsible for any oral communication or any other information or contact that occurs outside the official communication process specified herein. Information offered outside of the official communication process specified herein is not official, may be inaccurate and should not be relied on in any way, by any person for any purpose.

3.5. VALLEY WATER REPRESENTATIVE

Respondents are prohibited from contact related to this procurement with any Valley Water employee or official, any potentially participating agencies, i.e., City of San Jose, City of Palo Alto, City of Santa Clara, City of Mountain View, City of Campbell and County of Santa Clara employees or officials or any member of the Consultant Support Team (other than the designated Valley Water Representative) from the date this RFQ is issued. Violation of this provision may be grounds for immediate disqualification. All

inquiries concerning this procurement must be addressed to the following designated “**Valley Water Representative**” for this procurement:

Mr. Kenneth Wong, Deputy Administrative Officer
Email: scvwdplanroom@valleywater.org

Only written requests to the Valley Water Representative sent to the above email address will be considered. No requests for additional information or clarification to any other Valley Water office, consultant, or employee will be considered. To ensure transparency, if Valley Water determines that a change or clarification to the RFQ is needed, all responses will be in writing and will be made available as an Addendum to all Proposers.

3.6. **QUESTIONS AND REQUESTS FOR CLARIFICATION**

Prospective Respondents requiring additional information or desiring clarifications regarding this RFQ must present a written request per Section 3.5 above for additional information to Valley Water.

A written request for additional information or clarification must be submitted to the Valley Water Representative by email at the following address: scvwdplanroom@valleywater.org. Please reference “*RFQ No. C0674 Valley Water Purified Water P3*” in the subject line. Valley Water strongly encourages Respondents to consider relevance, brevity and clarity when submitting comments or questions.

To be given consideration, any such comment, question or request for additional information or clarification must be received by Valley Water no later than **4:00 p.m.** PST on **May 21, 2021**. Respondents are encouraged to submit their questions as and when they are ready for submission.

Valley Water will exercise reasonable efforts to address all written requests, providing written responses and/or addenda. Each interpretation or correction, as well as any additional RFQ provision or amendment that Valley Water may decide to include shall be posted on <http://www.valleywater.org/Construction>. **Prospective Respondents are solely and exclusively responsible for checking this site for updates.**

Any clarification, addendum or amendment issued by Valley Water is incorporated by reference into this RFQ and must be considered and taken into account by each Respondent in preparation of its response. Only addenda to this RFQ duly issued by Valley Water constitute binding revisions to the RFQ.

Prospective Respondents may only direct questions in writing and any attempt to arrange individual meetings with Valley Water staff, Board members, advisors, contractors, vendors or any other relevant official to discuss this RFQ during the procurement period may result in the disqualification of the Respondent. Prospective Respondents are advised that no oral interpretation, information or instruction by any officer, employee or advisor of Valley Water related to this procurement shall be binding.

3.7. TEAMING AND REPRESENTATION

3.7.1. Right to Form Consortia

For purposes of this procurement and the subsequent execution of any contractual agreements, an individual or company, together with other individuals and/or companies, may form a Respondent consortium (“**Team**”).

3.7.2. Exclusivity

To ensure a fair and competitive process, Major Participants are prohibited from participating, in any capacity, on more than one Respondent team during the course of the Procurement Process. A violation of this rule may cause the immediate disqualification of the Teams sharing any Major Participants, as well as of the individual and/or firm(s) involved. Affiliates are also prohibited from participating on more than one Respondent team during the Procurement Process.

3.7.3. Leader Designation and Registered Representative

In the event a Respondent is a consortium, the Team should designate one of its members as the Leader (“Lead Member”). The Lead Member shall act as the contact point for the Team and shall be authorized by all other Consortium members to act on their behalf for purposes of the procurement. The SOQ shall identify the Registered Representative for the Respondent, who shall be a legally authorized representative of the Respondent or, in the case of a Team, of the Lead Member of the Team.

3.7.4. Changes in Organization

Respondents may add, delete or substitute Team Members and reorganize their Team during the procurement process, unless that change would result in a conflict of interest.

Notwithstanding the foregoing, following submittal of the SOQs, Respondents are prohibited from the following without Valley Water’s prior written consent:

- a. deleting, substituting or changing the composition of any Major Participant (as defined herein) or any other team member identified in its SOQ or change the role or scope of work of such Major Participant or team member; or
- b. otherwise reorganize the Respondent Team to the extent that such reorganization would render the organizational charts and descriptions provided in their SOQ inaccurate or incomplete,

(each an “**Organizational Change**”).

If, during the RFP stage, a Proposer wishes to make any such Organizational Change, a Proposer will be required to submit to the Valley Water Representative a description of the proposed change and any relevant documentation related to the change, in accordance with the terms of the RFP.

While Valley Water reserves the right to withhold its consent to any Organizational Change in its discretion, Valley Water expects that it will base its decision as to whether to accept a proposed Organizational Change on whether the proposed Organizational Change would:

- a. render the Proposer materially different from or less qualified than the Respondent originally selected as a Proposer in a way that would have had a material adverse effect on the evaluation of the Respondent's SOQ;
- b. result in any Conflict of Interest; or
- c. cause the Respondent or Proposer to be in violation of another provision of this RFQ.

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SECTION IV: SUBMISSION REQUIREMENTS

4.1. GENERAL

SOQs submitted in response to this RFQ must:

- a. outline, in general terms, the Respondent's qualifications, experience and understanding required for the successful design, construction, financing, and maintenance of the Project;
- b. concentrate on technical and financial standards and the Respondent's ability to deliver and maintain the Project over the term of the Project Agreement; and
- c. provide enough information about the requested items to allow Valley Water to evaluate the Respondents and determine which Respondents are qualified to submit a Proposal based on the criteria set forth in this RFQ.

Valley Water is not responsible for errors, omissions, inaccuracies or incomplete statements in a SOQ. Please see the attached appendices for a full statement of submittal requirements.

4.2. FORM AND CONTENT OF THE RESPONSE

4.2.1. Contents

Respondents must include all information stipulated in the RFQ, using the forms provided and as set out in the attached appendices. Responses should follow the format outlined herein. SOQs should be prepared simply and economically, providing a straightforward and concise description of the Respondent's relevant experience and qualifications. In order to ensure a uniform review process and to obtain the maximum degree of comparability, the SOQ should be organized in accordance with the following:

a. Volume 1 – Experience & Capabilities

- Part 1 – General Information
- Part 2 – Organization and Management
- Part 3 – Technical Experience and Capabilities
- Part 4 – Financial Capabilities and Experience

b. Volume 2 – Financial Information

Each Volume shall be sub-divided and tabbed to correspond to the parts and section numbering set out in the relevant submittal requirements set forth in Appendix A (Submittal Requirements). Relevant Forms are set out in Appendix B (Forms).

4.2.2. Placeholders

If a Respondent does not include information or materials in its SOQ that are described in the relevant submittal requirements in Appendix A (Submittal Requirements), such

Respondent shall include in the relevant section of its SOQ a statement explaining the omission and the reasons that the Respondent believes the requirement does not apply.

4.2.3. Additional Materials

Respondents must not submit information that is not required by this RFQ. Respondents should develop SOQs to address the project-specific submittal requirements and should not submit standard corporate brochures, awards, licenses and marketing materials in a SOQ, although reference can be made to awards and licenses where relevant.

4.3. DELIVERY

4.3.1. Copies and Marking of Responses

All responses must be submitted in one (1) original and two (2) copies, as well as with one USB flash drive marked with the Respondent’s name containing a digital copy of the SOQ in PDF (searchable) format, with one file each for each of the volumes 1-1, 1-2, 1-3, 1-4 and 2, and with bookmarks for each section within each file.

For the printed original and copies, all pages shall be joined and counted, with each of Volumes 1 and 2 in one or more separate binders, with the front cover and spine of each binder ~~labeled~~labelled with the following information:

Valley Water Purified Water P3 Statement of Qualifications
 RFQ No. C0674
 [Respondent Name]
 Copy [number] of Volume [[1]/[2]]
 Binder [number] of [total number]

4.3.2. Delivery Location

Responses may either be delivered by hand or sent to Valley Water through commercial courier services to the following address:

For delivery in person:	For delivery by Commercial (3 rd Party) Courier
Winfield Warehouse 5905 Winfield Boulevard San Jose, CA 95123 Submittal shall be delivered at a drop off box, marked “ <i>Bid/Submittal Drop Box</i> ,” located in front of the warehouse entrance door. Respondents must take a picture using a cellphone showing the “Official Bid Clock” timer as proof of delivery and send such proof to the Valley Water Representative upon delivery. Respondents must observe all Public Health Officers orders and wear proper face covering when dropping off an SOQ.	Santa Clara Valley Water District Construction Contracts and Support Unit General Services Division Attn: Mr. Kenneth Wong, Deputy Administrative Officer 5750 Almaden Expressway San José, CA 95118 Commercial (3 rd Party) Courier could either be FED EX, UPS, DHL, Overnight, Golden State Overnight, etc.

Please note that **NO SUBMITTAL WILL BE ACCEPTED VIA USPS (US MAIL)**. USPS (US Mail) does not deliver to 5905 Winfield Boulevard.

4.3.3. SOQ Submission Deadline

SOQ responses to this RFQ must be received by Valley Water at the address indicated in Section 4.3.2 (Delivery Location) by **2:00 P.M. PST on ~~June 25~~ July 23, 2021**. Any SOQ received after this SOQ Submission Deadline will be considered late and returned unopened. Hand delivery or commercial courier is strongly recommended over the U.S. Mail.

4.3.4. Formatting & Page Limits

4.3.4.1. Formatting

Respondents must format their SOQ using the following:

- a. Easily legible type, i.e., black, 12 point, standard-form Arial, Helvetica or Times New Roman font;
- b. "single line" spacing with reasonable line spacing (paragraph formatting) after each line (e.g., 8 point); and
- c. sequential page numbering;

When printing the SOQ, Respondents should use 8-1/2" x 11" sized white paper with at least 1" margins for narrative text (i.e., not tables, graphics or charts). Forms, organizational charts, schematics, other drawings or schedules may be printed on 11" x 17" pages.

Respondents may use other fonts for text on the cover and spine of binders, as well as other color font for headings, tables and graphics. Respondents may use 9-point font in tables, graphics ~~or~~, charts and footnotes, provided that the tables, graphics ~~and~~, charts and footnotes are legible.

4.3.4.2. Page Limits

Respondents are encouraged to be succinct, to the extent possible, and comply with any page limits and other limits, if applicable, set out in Appendix A (Submittal Requirements). Page limits and other limits are maximum limits and do not need to be reached for each item indicated but should not be exceeded. Valley Water may, in its discretion, reject pages that exceed the page limits or that fail to follow the content or format instructions outlined in this RFQ.

4.3.4.3. Signatures

Respondents may provide either original or electronic signatures in their SOQs.

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SECTION V: EVALUATION AND QUALIFICATION OF RESPONDENTS

5.1. EVALUATION & SHORTLISTING PROCESS

In order to ensure a fair, uniform and transparent evaluation of SOQ, upon receipt of the SOQ, Valley Water will proceed to review, score and rank such SOQ pursuant to the evaluation procedures and criteria established in this RFQ.

5.2. EVALUATION PROCEDURE

SOQs will be reviewed and evaluated according to the requirements and criteria outlined in this RFQ. The evaluation process contemplates a dual-phase process whereby before evaluating and scoring the substance of the SOQs, Valley Water will first evaluate SOQs to determine whether they are materially responsive based on an evaluation of threshold evaluation factors described in Section 5.2.1 (Responsiveness Review) of this RFQ. Following the responsiveness review, all responsive Proposals will be evaluated in the manner described in Section 5.2.2 (Evaluation Categories and Weighting) of this RFQ. Valley Water will not evaluate any SOQ that it deems to be non-responsive.

5.2.1. Responsiveness Review

Each SOQ will first be reviewed to determine whether it is responsive to the submission requirements set forth in the RFQ and to identify any aspect of the SOQ that requires clarification. Such responsiveness review includes a review of the SOQ's compliance with the terms and conditions set forth in this RFQ, including, without limitation, all applicable submittal requirements specified in Appendices A and B. Failure to submit any required forms may result in the SOQ being deemed non-responsive. Valley Water may also exclude from consideration any Respondent whose SOQ contains a material misrepresentation or that fails to meet any of the following threshold qualification factors:

- a. the SOQ does not contain each of the items required by Appendix A (Submittal Requirements); provided that a Respondent shall not be disqualified solely based upon an administrative error;
- b. the Respondent or any other entity that has submitted Form B (Certifications) as required by this RFQ has been or is currently disqualified, removed, debarred or suspended from performing or bidding on work for the Federal Government or the State of California;
- c. the Respondent fails to provide evidence that it can comply with bonding requirements by providing a letter as required by the Submittal Requirements;
- d. Lead Design-Build Member fails to evidence that it has, or has means to obtain, permits and professional licenses for providing required services in the State of California; or
- e. Respondent and or other entity has a Conflict of Interest, as set forth in Section 6.1 of this RFQ;

Valley Water may, in its sole discretion, request clarification of any portion of a submitted SOQ in accordance with Section 5.3. (Clarifications and Additional Information) of this RFQ.

Any SOQ determined by Valley Water, in its sole discretion, to be incomplete in any material respect or otherwise not responsive to this RFQ may be excluded from further consideration and rejected in its entirety. In such instance, the Respondent will be so notified.

Materially responsive SOQs shall be evaluated based on compliance with all terms and conditions of this RFQ.

5.2.2. Evaluation Categories and Weighting

5.2.2.1. Evaluation Categories and Criteria

Due to the technical and financial complexity of the Project, a Respondent must have direct proven experience with the successful execution of projects of a similar nature to the Project envisioned herein. For this reason, Valley Water will evaluate and score each SOQ in accordance with the following:

Evaluation Categories	Maximum Points
Organization and Management	[15]
Technical Qualifications and Capabilities <ul style="list-style-type: none"> • Design-Build Capabilities and Experience [25 points] • Operations & Maintenance Capabilities and Experience [20 points] • Project Understanding and Technical Approach [10 points] 	[55]
Financial Qualifications and Capabilities	[30]
TOTAL	100

5.2.2.2. Organization and Management (15 points)

Valley Water will evaluate each Respondent’s organization and management based on the extent to which the proposed organization and management structure of the Respondent demonstrates the ability to successfully coordinate and deliver all life-cycle components of the Project, taking into account Project size and complexity. Valley Water will verify and evaluate that the Respondent organization addresses all key project technical and financial capability requirements as set forth in the RFQ. Higher scores will be merited where there is a clear and logical management structure, with an alignment of interests amongst Major Participants across multiple project elements (such as design, construction, financing, operations and maintenance). Higher scores will also be merited where there is demonstrated experience of the Major Participants working together as part of an integrated team in relation to successfully delivering comparable projects.

The suitability of the organization structure of the Respondent will take into consideration the following amongst other factors:

a. Team Structure

1. Clarity and logic of the proposed organizational structure, including the reporting structures and hierarchy of Respondent Team Members, and how such team structure aligns with the overall needs of the Project (including the design, construction, operations and maintenance phases);
2. Clarity and effectiveness of the proposed operational and reporting structure and approach, including subcontracting and project management/oversight;
3. Whether the roles and responsibilities of all Team Members are clearly defined and appropriate for the needs of the Project;
4. Whether the proposed organizational structure presents an efficient and clear decision-making process at both management and technical levels;
5. Whether the proposed organizational structure reflects a reasonable risk allocation and approach to risk management, including a solid understanding of risk management principles; and
6. The extent to which the Respondent's approach is effective, realistic and achievable and relate and respond to the challenges and opportunities of the Project;

b. Prior Experience Working Together as a Team

1. The number of Major Participants and other Team Members that have worked together on relevant reference projects and the extent of such participation by Major Participants and Team Members in such reference projects;
2. The extent to which the SOQ identifies success factors which led to the Major Participants and other Team Members working well together and/or lessons learned that are relevant and can be applied to the Project;
3. The outcome of projects where Major Participants and other Team Members have worked together, including whether such reference projects were delivered on schedule and on budget and performed to specification over the term of any operating period; and
4. Major Participants have successfully delivered Projects pursuant to alternative delivery methods (e.g., design-build, design-build-operate/maintain, design-build-finance, design-build-finance-operate/maintain, integrated project delivery, performance-based contracting, etc.), including the extent and depth of Major Participants' experience in

successfully carrying out, as a member of an integrated team, projects with a design, construction, financing, operation and maintenance scope.

c. Key Personnel

1. Background and expertise with relevant projects, including their track record of success with implementing projects of a similar nature;
2. Clarity in terms of the identification of responsibilities of Key Personnel;
3. Experience delivering similar projects under an alternative delivery method involving significant risk transfer, such as a DBFOM or similar; and
4. The outcome of projects where key personnel has worked together.

d. Experience and Approach to Diversity, Inclusion and Small and Local Business Programs

1. Track-record and approach to utilizing and incorporating qualified small and local business enterprises on similar projects; and
2. Experience and Approach to utilizing and incorporating qualified minority-owned businesses on similar projects;
3. Approach to and track record with regard to diversity and inclusion on similar projects; and
4. Experience and approach related to community benefit initiatives, such as instituting workforce development or apprenticeship opportunities to expand local business capabilities.

e. P3 Procurement Precedents

1. Track-record of Major Participants and/or the Respondent being shortlisted for similar Projects;
2. Track-record of Major Participants and/or the Respondent being shortlisted for similar Projects and withdrawing from the procurement prior to submitting a proposal [please provide an explanation of the reasons for withdrawal];
3. Track-record of Major Participants and/or the Respondent being deemed the selected Proposer as a result of a P3 procurement but failing to either (a) execute the Project Agreement or (b) reach financial close [please provide an explanation of the reasons for withdrawal].

5.2.2.3. Technical Qualifications and Capability

The evaluation of technical qualifications and capability will address whether and to what extent the Respondent demonstrates relevant prior experience in delivering comparable projects and whether and to what extent the Respondent adequately responds to the technical capability requirements of the Project with respect to the following areas:

5.2.2.3.1. Design-Build Capabilities and Expertise (25 points)

- a. **Design-Build Technical Experience:** The extent and depth of the experience of the Respondent and its Major Participants with the design, construction and commissioning of comparable projects. This will include considerations such as the following:
1. Design, construction and commissioning of indirect potable reuse treatment and conveyance facilities;
 2. Design, construction and commissioning of other water and wastewater treatment and conveyance projects;
 3. Track record of cost and schedule compliance in relevant projects;
 4. General design and construction experience and expertise;
 5. Past performance on similar projects⁵;
 6. Prior performance on similar projects in the Bay Area and the State of California; and
 7. Project references and awards.

Each reference project submitted by a Respondent shall be evaluated on the degree to which it is comparable to the Project with respect to size, scale and complexity. The extent and depth of the technical experience will also take into account the type of treatment facility (with preference given to IPR or DPR), contracting structure, relevance to local jurisdictional issues and complexity of the project, among other factors. Client satisfaction on relevant projects shall also be considered.

- b. **Design-Build Technical Capability:** The extent and depth of the technical capabilities of the Respondent and its Major Participants and Key Personnel in, amongst others, the following areas:

⁵Water, wastewater or advanced recycled water treatment facilities are deemed to be particularly relevant to this Project, as is direct design and construction experience with advanced recycled water treatment plants (MF/UF, RO, UV and/or advanced oxidation or similar treatment processes), and with the construction of water conveyance pipelines.

1. Track record as a Lead Design-Builder or EPC contractor on P3 projects (such as a DBF, DBFM or DBFOM) for water sector infrastructure;
2. Expertise and capability with regard to the design, construction and commissioning of IPR facilities similar to those required by the Project;
3. Track-record of meeting schedule and budget requirements associated the design, construction and commissioning of water sector infrastructure;
4. Expertise in the design and construction of IPR or similar water treatment and conveyance systems;
5. Expertise in the design and construction of ROC management and disposal systems;
6. Track record of providing value-added and innovative design and construction solutions;
7. Construction capability and expertise in California (particularly with regard to the management of permitting, entitlements and CEQA approval processes, as well as construction risk and ability to manage complex constructability issues associated with similar projects);
8. Record of safety and security / capability to abide by all applicable health and safety standards, required contractor permits and professional licenses;
9. Experience with start-up, permitting, commissioning and performance testing of newly constructed IPR facilities;
10. Expertise with stakeholder management and effective communications during design and construction of similar Projects;
11. Expertise and track-record with integrating local and small business into large design and construction projects; and
12. Experience with design and construction on DBFOM, concessions or other non-recourse finance infrastructure projects (this may also include experience with design and construction of facilities directly owned and financed by the Respondent and/or a Major Participant).

5.2.2.3.2. Operations & Maintenance Capabilities and Expertise (20 points)

- a. **Operations & Maintenance Technical Experience:** The extent and depth of the experience of the Respondent and its Major Participants with the long-term operations and maintenance of projects involving facilities similar to those envisioned in this Project. Each reference project shall be evaluated on the degree to which it is comparable to the Project with respect to size, scale and complexity. The extent and depth of the technical experience will also take into account the type of infrastructure, contracting structure, relevance to local

jurisdictional issues and complexity of the project, among other factors. Client satisfaction on relevant projects shall also be considered.

b. **Operations & Maintenance Technical Capability:** The extent and depth of the technical capabilities of the Respondent and its Major Participants in, amongst others, the following areas:

1. Expertise with the daily operation, oversight and management of IPR or similar facilities;
2. Expertise and approach to life cycle asset management of IPR or similar facilities. This includes the planning, tracking, and implementation of preventive, predictive, and corrective maintenance, as well as tools for equipment renewal / replacement. Focus should be on projects of a similar nature to this Project;
3. Record of meeting service level requirements and performance standards;
4. Approach to ensuring long term success with best management practices such as Standard Operating Procedures, QA/QC, Staffing Plans, Emergency Contingency Plans, and Change Management Plans.
5. Record of meeting health, safety and environmental standards and requirements during operations;
6. Track record with regard to standards of customer service and satisfaction, highlighting relevant experience and qualifications, as well as programs designed to ensure customer satisfaction across all projects;
7. Approach to carbon impact reduction and energy efficiency in the operations and maintenance of projects of a similar nature; and
8. Innovation in the areas of emerging technology or best practices that improve both business efficiency, operational transparency, and public accountability.

5.2.2.3.3. Project Understanding and Technical Approach (10 points)

The evaluation will consider the degree to which the Respondent's approach clearly addresses Valley Water's goals and objectives and is well-supported by lessons learned from reference projects. Amongst others, the contents of the approach will be evaluated on the extent to which the proposed approach:

- a. Demonstrates an understanding of technical complexity of the Project;
- b. Reflects and addresses key Valley Water goals and objectives associated with the Project;

- c. Identifies Project technical problems and challenges and suggests innovative solutions to these problems and challenges;
- d. Demonstrates an understanding of, and familiarity with, challenges and requirements particular to undertaking the Project in California and the Silicon Valley;
- e. Demonstrates an understanding of, and commitment to, Valley Water sustainability and climate objectives;
- f. Demonstrates and understand of all components of the Project, including design, construction, operations and life-cycle asset maintenance;
- g. Demonstrates an understanding of key Project risks and opportunities;
- h. Presents a strategy for efficient and innovative processes to maximize value for money for ratepayers; and
- i. Reflects a collaborative, partnership approach with Valley Water and the community at large.

5.2.2.4. Financial Qualifications and Capability (30 points)

An evaluation of the financial capabilities of each Respondent will address whether the SOQ adequately responds to the financial capability requirements of the Project with respect to the ability of the Respondent to raise financing without any contingencies and continue to maintain the Facilities over the term of the Project Agreement. Valley Water will evaluate each Respondent's financial qualifications and capability in accordance with the criteria set forth in herein.

5.2.2.4.1. Equity Members' experience

- a. The extent and depth of Equity Members' experience in investing equity and/or structuring financing sources to obtain firm financing commitments for project finance and/or P3 proposals and achieving financial close on under similar transaction structures using a diverse range of financial products (including bank loans, taxable and tax-exempt bonds, government credit programs (i.e., WIFIA, TIFIA, SRF, etc.), letters of credit and other financing sources).
- b. Equity Members' experience in executing project financing involving U.S. municipal entities under an availability payment or off-take arrangement, with additional consideration being given to experience with project finance in satisfaction of qualified management contract safe-harbors.
- c. The Equity Members' experience as Equity Members in successfully bringing comparable projects through construction completion.
- d. Equity Members' experience with successfully investing equity and/or structuring project finance/non-recourse finance for water sector infrastructure.

5.2.2.4.2. Financial Capability

- a. The Respondent team has the overall financial strength and capability to carry out the Project responsibilities potentially allocated to it, as evidenced by the financial statements of the Equity Members, Lead Design-Builder and Lead Design-Builder Members, the level of support and financial statements of any Guarantor, ~~bank or financial institution~~ and information contained in the Financial Officer Certificates and Surety Letter / Letter of Credit provided in accordance with the Submittal Requirements set forth in Appendix A (Submittal Requirements).
- b. The Equity Members have funding capacity and ability to invest equity capital, or in the case of a tax-exempt structure, to purchase and hold subordinated debt in a manner that is consistent with the contemplated contractual and financial structure of the Project, as evidenced by the Funding Letters.
- c. The experience and expertise of the Respondent's Financial Advisor in securing non-recourse financing for similar projects.

5.2.2.4.3. Notes to the Financial Qualifications and Capability Criteria

- a. Projects referenced above that evidence Equity Members' financing experience will merit higher scores if they satisfy more than one of the following criteria:
 1. the Equity Member held a controlling ownership interest in the project company;
 2. the project reached financial close within the time periods stipulated in the project agreement or RFP;
 3. the project was financed on a non-recourse or limited recourse basis (i.e., under a DBFOM project or similar);
 4. the project involved the design, construction, operation and/or maintenance of IPR or other water treatment and conveyance infrastructure; and/or
 5. the compensation structure was based on an off-take arrangement, performance-based availability payments , or demand-risk revenue.
- b. The overall financial capability of the Respondent will be assessed based on:
 1. the strength of the submitted financial statements and Annex A (*Financial Information Summary*) to Form GG2 (*Financial Information – Financial Officer Certificate*);
 2. any credit ratings of the debt of the Respondent's Major Participants;
 3. details regarding any bankruptcy/insolvency proceedings provided pursuant to Form B (*Certifications*); and
 4. other relevant financial information contained in the SOQ.

5.3. CLARIFICATIONS AND ADDITIONAL INFORMATION

Valley Water retains the right to contact Respondents and/or Proposers. Respondents are responsible for submitting complete and accurate information in their submittals and should not assume they will be contacted or afforded the opportunity to clarify, discuss, or revise an SOQ after submission. **Respondents are solely responsible for the content of their SOQ, regardless of discussions or clarifications initiated by Valley Water.**

During the evaluation process, Valley Water may request additional information or clarification from Respondent or may request Respondent to verify or certify certain aspects of its SOQ. The scope, length and topics to be addressed in any such clarification response shall be prescribed by, and subject to, the discretion of Valley Water. Failure to respond in a timely manner to any such questions or requests may be grounds for elimination of the Respondent from further consideration.

5.4. INTERVIEWS & REFERENCE CHECKS

Valley Water reserves the right to invite selected Respondents to participate in interviews to learn more about their qualifications and experience. Valley Water likewise reserves the right to contact firm, project and personnel references supplied by the Respondent in any SOQ, as well as other potential references not listed. Valley Water also reserves the right to visit facilities and clients associated with any Major Participant mentioned in an SOQ as part of its due diligence.

5.5. WAIVER OF NON-CONFORMITIES

Valley Water, in its absolute discretion, may waive mistakes, clerical errors and minor irregularities, omissions, nonconformities or discrepancies unrelated to the material content of an SOQ and may offer a Respondent the opportunity to clarify its SOQ or request revisions to all SOQ, in each case, in accordance with Section 5.3 above.

5.6. SHORTLISTING

Pursuant to the evaluation categories, criteria and weighting set forth in Section 5.2.2 of this RFP, Valley Water will score and rank SOQ submissions to establish a shortlist of Respondents that will subsequently be invited to submit proposals for the Project Agreement, in accordance with a Request for Proposals ("RFP"). The shortlist shall be comprised of those SOQ receiving the highest total evaluation scores. Valley Water anticipates shortlisting not more than three qualified Respondents; however, Valley Water reserves -at its sole discretion- the right to modify the number of shortlisted Respondents.

5.7. NOTIFICATION

Upon finalization of the evaluation SOQs, Valley Water will issue a ***Proposed Notice of Determination*** stating the rating and ranking of each Respondent, as well as the basis for such rating and ranking. Upon expiry of the appeals period pursuant to Section 5.9 (*Protests and Appeals*) of this RFQ, Valley Water will issue the ***Final Notice of Determination*** stating the final rating and ranking of each Respondent and identifying

the shortlisted Respondents eligible to participate as Proposers in the second stage RFP process.

5.8. DEBRIEFING

Respondents not shortlisted may request a debriefing. Debriefings will be provided at the earliest feasible time after notification of the Shortlisted Respondents. The debriefing will be conducted by one or more Valley Water procurement official familiar with the rationale for the shortlist decision. Debriefings shall:

- a. Be limited to discussion of the unsuccessful Respondent's SOQ and may not include specific discussion of a competing SOQ;
- b. Be factual and consistent with the evaluation of the unsuccessful Respondent's SOQ; and
- c. Provide information on areas in which the unsuccessful Respondent's SOQ had weaknesses or deficiencies.

Debriefing may not include discussion or dissemination of the thoughts, notes, or rankings of individual evaluators.

5.9. APPEALS

5.9.1. Exclusive Appeal Remedy

In accordance with Public Contract Code section 20101, this Section 5.9 sets forth the exclusive appeal remedies available with respect to this RFQ.

5.9.2. Appeal Process

- a. Upon request from the Respondent, Valley Water will provide notification to the Respondent of the basis for Valley Water's scoring and shortlist determination, along with any supporting evidence that has been received from others or adduced as a result of an investigation by Valley Water.
- b. If a timely and complete Statement of Qualification results in the Respondent receiving a rating below that necessary to be deemed a Shortlisted Respondent, an appeal of Valley Water's proposed rating can be made. To initiate an appeal, the Respondent must notify Valley Water in writing appealing the Proposed Notice of Determination. **The request must be made no later than 7 business days after Valley Water posts the Proposed Notice of Determination on Valley Water's website.** Failure to file a timely appeal waives any and all rights the Respondent has to challenge the decision of Valley Water, whether by administrative process, judicial process, or any other legal process or proceeding.
- c. If the Respondent submits a timely appeal, an administrative hearing will be conducted no later than 7 business days after the deadline to appeal. The Respondent will be given the opportunity to rebut any evidence used as a basis

for the proposed scoring and shortlisting determination and to present evidence to Valley Water as to why and how the Respondent's rating may merit adjustment. The Respondent must state the specific reasons and facts upon which the appeal is based and will have the burden of proving its appeal. Valley Water will provide a written decision within 7 business days after the conclusion of the hearing.

- d. If a Respondent chooses not to avail itself of this appeal process, the Final Notice of Determination will be finalized and adopted without further proceedings.

5.9.3. Filing of Appeals

Appeals of Valley Water's Proposed Notice of Determination must be in writing and received by the applicable deadline set forth in Section 5.9.2. at the following address:

Santa Clara Valley Water District
Attn: Mr. Kenneth Wong, Deputy Administrative Officer, General Services Division
RE: Appeal of Proposed Shortlisting Determination [RFP C0674 - Valley Water Purified Water DBFOM]
5750 Almaden Expressway
San Jose, CA 95118

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SECTION VI: GENERAL PROVISIONS, STATEMENT OF LIMITATIONS

6.1. CONFLICTS OF INTEREST

Respondents and their Major Participants are required to disclose in Form I information relating to their business dealings with Valley Water, including affiliations and any business and financial relationships that they may have with Valley Water staff, Board or other officials or officers.

For purposes of this RFQ, "Conflict of Interest" means any of the following:

- a. any situation or circumstance where a Respondent or any of its Major Participants or subcontractors has a conflict of interest or a potential conflict of interest under California Government Code Sections 1090 *et seq.*, Sections 87100 *et seq.* or the FPPC Regulations;
- b. any situation or circumstance where a Respondent or any of its Major Participants:
 1. has other commitments, relationships, financial interests or involvement in ongoing litigation that:
 - (a) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of the Valley Water's independent judgment; or
 - (b) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under the anticipated Project Agreement;
 2. is or has been under contract with Valley Water to prepare procurement documents for the Project; or
 3. has knowledge of or access to confidential information (other than confidential information disclosed by the Valley Water in the normal course of the RFQ or RFP process) of strategic or material relevance to the RFQ, the RFP or to the Project that is not available to other Respondents and that could or could be seen to give the Respondent an unfair competitive advantage; and
- c. an "organizational conflict of interest" which is defined as follows:

"Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage."

6.2. VALLEY WATER CONSULTANT TEAM

The following entities have been retained by Valley Water to serve as the primary members of the Consultant Support Team for the Project:

- HDR Engineering, Inc
- Illuminati Infrastructure Advisors, LLC
- Liquisti, LLC
- Clean Energy Capital Securities, LLC
- Stradling, Yocca Carlson & Rauth, a Professional Corporation

Valley Water has also engaged the services of the following additional advisors to assist the Valley Water in certain aspects of the Project:

- Brown and Caldwell
- Environmental Science Associates (ESA)
- ~~Kleinfelder, Inc.~~
- Cal Engineering & Geology, Inc.
- GHD Inc.
- Woodard & Curran (formerly RMC)

Collectively the primary members and the additional advisors shall constitute the **“Consultant Support Team.”** Members of the Consultant Support Team are not eligible to assist or participate as Respondent team members with any Respondent.

Additional members may be added to the Consultant Support Team for the Project. Valley Water will identify any new members in an Addendum if and when a member is added.

6.3. PUBLIC DISCLOSURE

Respondents submitting business or other information pursuant to this RFQ should consult California Public Records Act § 6250 et seq. and other implementing regulations concerning the release of such information to third parties pursuant to the California Public Records Act. All information submitted by Respondents that they consider confidential or a proprietary trade secret and not releasable to third parties outside Valley Water, and its employees, agents, consultants, and representatives must be clearly and conspicuously so marked.

All confidential and proprietary information, which is clearly identified as such, and disclosed to the Valley Water will, to the extent permitted by law (including the California Public Records Act), be held in confidence and used only in the evaluation process for the RFQ. Respondents shall be solely responsible for protecting their own trade secrets or proprietary information and will be responsible for all costs associated with protecting such information from disclosure. Valley Water has no duty to defend proprietary or confidential information from any public records request. Upon receipt of a public records request pursuant to which Valley Water determines it must disclose information marked as a proprietary trade secret, Valley Water will first deliver a notice to the affected Respondent of its intent to disclose such information. The Respondent shall

have a maximum of five business days to pursue legal remedies to stop Valley Water's release of the requested information.

Valley Water may disclose submissions received in response to this RFQ to third party evaluators. Each third-party evaluator will sign and provide Nondisclosure Agreements to Valley Water.

6.4. RESERVED RIGHTS

In connection with the procurement described in this RFQ, Valley Water reserves any and all of the rights available to it under applicable law and this RFQ, which rights shall be exercisable by Valley Water in its sole discretion. Such rights include the right to, with or without cause and with or without notice, and to the extent not otherwise prohibited under this RFQ:

- a. modify the Procurement Process or documentation described in this RFQ;
- b. modify the scope of the Project;
- c. appoint additional evaluation teams to review SOQs and seek the assistance of outside technical, financial, legal and other experts and consultants;
- d. waive non-material deficiencies in a SOQ, accept and review a non-conforming SOQ or permit clarifications or additional information to be submitted with respect to a SOQ;
- e. make independent calculations with respect to numbers and calculations submitted in a SOQ for purposes of their evaluation;
- f. hold meetings and interviews, and conduct discussions and correspondence, with one or more of the Respondents to seek an improved understanding of any information contained in a SOQ;
- g. require confirmation of information submitted by a Respondent, require additional information from a Respondent concerning its SOQ, or require additional evidence of qualifications to perform the work described in this RFQ;
- h. seek or obtain data from any source that has the potential to improve Valley Water's understanding and evaluation of such SOQ;
- i. terminate evaluations of SOQs received at any time;
- j. reject any and/or all SOQs received at any time;
- k. not select any Respondent as a Proposer;
- l. add as a Proposer any Respondent that submitted a SOQ in order to replace a previously selected Proposer that withdraws or is disqualified from participation in this procurement;

- m. disqualify any Respondent that changes its SOQ without Valley Water approval;
- n. disqualify any Respondent or Proposer from the Procurement Process for violating any rules or requirements of the procurement specified in (i) this RFQ, (ii) the RFP, (iii) any other communication from Valley Water or (iv) applicable law;
- o. accept, reject or seek additional information regarding a Respondent's request to make any changes to its organization;
- p. withdraw or cancel this RFQ, in whole or in part, at any time prior to the issuance by Valley Water of the RFP, without incurring any cost obligations or liabilities;
- q. revise the evaluation factors or methodology in advance of the SOQ Submission Deadline;
- r. issue addenda, supplements and modifications to this RFQ;
- s. issue a new request for qualifications or request for proposals after cancellation of this RFQ or any subsequent RFP;
- t. not issue an RFP;
- u. develop some or all of the Project itself;
- v. disclose information submitted to Valley Water, as permitted by applicable law or this RFQ;
- w. exercise any other right reserved or afforded to Valley Water under this RFQ or applicable laws and regulations; and
- x. exercise its discretion in relation to the matters that are the subject of this RFQ as it considers necessary or expedient in the light of all circumstances prevailing at the time which Valley Water considers to be relevant.

This RFQ does not commit or bind Valley Water to enter into a contract or proceed with the procurement described in this RFQ. Valley Water does not assume any obligation, responsibility or liability, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to or responding to this RFQ, and all such costs shall be borne solely by each Respondent.

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APPENDICES

APPENDIX A: SUBMITTAL REQUIREMENTS

Volume 1 – Experience & Capabilities
Volume 2 – Financial Information

APPENDIX B: FORMS

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APPENDIX A: SUBMITTAL REQUIREMENTS

VOLUME 1 – EXPERIENCE & CAPABILITIES

- Part 1 General Information
- Part 2 Organization and Management
- Part 3 Technical Experience, Capabilities and Project Understanding
- Part 4 Financial Capabilities and Experience

VOLUME 2 – FINANCIAL INFORMATION

VOLUME 1 – EXPERIENCE AND CAPABILITIES

VOLUME 1 – PART 1 – GENERAL INFORMATION

Part 1 of Volume 1 shall contain the following:

Section	Submittal Requirement	Page Limit
1.1	<p>Completed Form A (<i>Submittal Letter</i>)</p> <p>Provide a completed Submittal Letter in the form of <u>Form A (<i>Submittal Letter</i>)</u> in accordance with the instructions on the Form.</p> <p>The Submittal Letter must be signed by a duly authorized representative of the Respondent. The signatory must be authorized to sign such material and to commit the Respondent, on behalf of the Major Participant (as applicable).</p>	n/a
1.2	<p>Executive Summary</p> <p>A written narrative that should:</p> <ol style="list-style-type: none"> a. contain sufficient information for reviewers with technical and non-technical backgrounds to become familiar with the key elements of the Respondent's SOQ; b. identify each Major Participant and briefly describe the role and qualifications of each Major Participant, and its experience in performing comparable projects; and c. explain why the Respondent's team should be short-listed to receive an RFP. 	5
1.3	<p>Completed Form B (<i>Certifications</i>)</p> <p><i>For each Major Participant</i>, provide a completed <u>Form B (<i>Certifications</i>)</u> in accordance with the instructions on the Form.</p>	n/a
1.4	<p>Completed Form C (<i>Legal Disclosures</i>)</p> <p><i>For each Major Participant</i>, provide a completed <u>Form C (<i>Legal Disclosures</i>)</u> in accordance with the instructions on the Form.</p>	n/a
1.5	<p>Completed Form D (<i>Confidential Information Index</i>)</p> <p>Provide a completed <u>Form D (<i>Confidential and Proprietary Information Index</i>)</u> in accordance with the instructions on the Form.</p>	n/a
<u>1.6</u>	<p><u>Completed Form I (<i>Conflict of Interest Disclosure Statement</i>)</u></p> <p><u>Provide a completed Form I (<i>Conflict of Interest Disclosure Statement</i>) in accordance with the instructions on the Form.</u></p>	<u>n/a</u>

(END OF SUBMITTAL REQUIREMENTS FOR PART 1 OF VOLUME 1)

VOLUME 1 – PART 2 – ORGANIZATION AND MANAGEMENT

Part 2 of Volume 1 shall contain the following:

Section	Submittal Requirement	Page Limit
2.1	<p>Team Structure</p> <p>Explain the proposed organizational structure of the Respondent and the role of each key entity. Provide an organizational structure chart identifying the Respondent's organization and key entities, including each Major Participant and major subcontractors. The team structure should identify each firm that is a member of the Respondent, including but not limited to joint venturer partners and consultants. Consideration should also be given to activities and responsibilities that will likely be outsourced to local and small business entities.</p>	2
2.2	<p>Completed Form E (<i>Major Participant Information</i>)</p> <p><i>For each Major Participant</i>, provide a completed <u>Form E (<i>Major Participant Information</i>)</u> in accordance with the instructions on the Form.</p>	n/a
2.3	<p>Organizational Charts</p> <p>Provide organizational charts showing the management and reporting structure of the anticipated Private Partner with lines identifying participants who are responsible for major functions to be performed and their reporting relationships in managing, designing, building, financing, operating and maintaining the Project. Organizational charts should be provided for the overall Project, as well as for each major phase of the project (Design-Build phase and O&M phase).</p> <p>The charts must show the functional structure of the organization down to management leadership level for each project component (design, construction, operations, maintenance, management, etc.). Identify the critical support elements and relationships of project management, project administration, construction management, operations and maintenance management, quality control, safety, environmental compliance, technology, and subcontractor administration.</p>	n/a
2.4	<p>Organizational Narrative Report</p> <p>Provide:</p> <ol style="list-style-type: none"> a. a description of significant functional relationships among Major Participants and how the proposed organization will function as an integrated team for the term of the Project Agreement; b. decision-making authority of the Respondent/Private Partner; c. a description of where and in what capacity any of the Major Participants and key personnel have worked together previously; d. a description of the Respondent's approach and philosophy towards achieving a cooperative, partnership environment among the Respondent team members and the Respondent team's ability to interface successfully with Valley Water; 	7

Section	Submittal Requirement	Page Limit
	<ul style="list-style-type: none"> e. a description of the Respondent's experience, approach and plan for supplier diversity, including the recruitment and use of local and small and disadvantaged businesses; f. a description of the Respondent's experience, approach and plan for diversity and inclusion on similar projects, including its track-record of diversity and inclusion with senior level executives; g. A description of the Respondent's experience and approach related to community benefit initiatives, such as instituting workforce development or apprenticeship opportunities to expand local business capabilities; h. a description of the Respondent's experience and approach with regard to potential Labor requirements (such as the use of a PLA); i. description of Respondent's past experience with P3 procurements (including as a short-listed Proposer or selected Proposer); j. a description of the benefits and value the Respondent's proposed organizational structure and approach provides to Valley Water, and how similar structures and approaches have resulted in successful delivery of comparable projects. 	
2.5	<p>Key Personnel Information</p> <p>Identify and provide resumes for:</p> <ul style="list-style-type: none"> a. a “<i>principal in charge</i>” who will be the Respondent's executive level contact for Valley Water; b. the Design-Build “<i>principal in charge</i>” who will be the Respondent's executive lead representative on design-build issues; c. the O&M “<i>principal in charge</i>” who will be the Respondent's executive lead representative on operating and maintenance issues; and d. the Financing “<i>principal in charge</i>” who will be the Respondent's executive lead representative on financing issues. <p>In the event that a single individual is assuming multiple functions (such as acting as both the principal in charge and the Design-Build principal in charge) a single resume shall suffice.</p> <p><i>(please note that other resumes are likewise required, as detailed in Submittal Requirements for Part 3, Volume 1, etc.; however, in this section Valley Water is simply looking for resumes for Respondent leadership)</i></p>	2 (per resume)
<u>2.6</u>	<p><u>Corporate / Ownership Structure Appendix</u></p> <p><u>Although not a requirement, Major Respondents that feel the need to provide additional information with regard to their corporate or ownership structure may do in this optional appendix.</u></p>	<u>2</u>

(END OF SUBMITTAL REQUIREMENTS FOR PART 2 OF VOLUME 1)

VOLUME 1 – PART 3 – TECHNICAL EXPERIENCE, CAPABILITIES AND PROJECT UNDERSTANDING

Part 3 of Volume 1 shall contain the following:

Section	Submittal Requirement	Page limit
3.1	<p>Completed Form F-1 (<i>Technical Experience – Design-Build</i>) <i>For the Lead Design-Builder and each/or Lead Design-Builder Member (if any)</i> provide a completed <u>Form F-1 (<i>Technical Experience – Design-Build</i>)</u> in accordance with the instructions on the Form.</p>	4014
3.2	<p>Technical Narrative Attachment for Form F-1 Provide a technical narrative attachment for <u>Form F1</u>.</p>	57
3.3	<p>Completed Form F-2 (<i>Technical Experience – O&M</i>) <i>For the Lead Operator and/or each Lead Operator Member (if any)</i>, provide a completed <u>Form F-2(<i>Technical Experience – O&M</i>)</u> in accordance with the instructions on the Form</p>	4014
3.4	<p>Technical Narrative Attachment for Form F-2 Provide a technical narrative attachment for <u>Form F-2</u>.</p>	57
3.5	<p>Technical Capabilities Narrative Provide a narrative describing both the Respondent's Design-Build and O&M technical capabilities in the areas listed in in the RFQ. Explain how the experience presented in the SOQ will provide value to Valley Water in the context of the Project. Respondents should highlight experience relevant to this Project, such as projects involving the design, construction, financing, operations and maintenance of projects comparable to the Project, noting the number and size of projects undertaken and/or completed, the geographic focus and sector focus, and other factors deemed relevant to this Project. To the extent relevant, please provide a tabular listing of the Design-Builder's and Operator's portfolio of projects including, but not limited, to the Reference Projects presented in Forms F1 and F2.</p>	4012
3.6	<p>Resumes of Key Personnel Complete Form F-3 (Key Personnel Experience Matrix) and provide resumes for key technical personnel that will be dedicated to this Project, including, <u>at a minimum</u>, the following:</p> <ul style="list-style-type: none"> a. Principal Engineer (this will be the Engineer of Record, holding a California license and having primary responsibilities for design work under the design-build agreement) b. Construction Manager c. Operations Manager <p><u>Additional resumes of key individuals (as designated by a Respondent) may be provided.</u></p>	n/a (but resumes should be limited to 2 pages per individual)

Section	Submittal Requirement	Page limit
3.7	<p>Safety Narrative Attachment for Form H</p> <p>Provide a description the Respondent's ability to address and resolve safety and security issues. Specifically, the Respondent should address its:</p> <ul style="list-style-type: none"> a. Knowledge of public safety and security techniques and methodologies associated with IPR design, construction, operations and maintenance activities; b. Expertise in relevant safety standards, regulations, specifications, policies, practices, and processes; c. Design-Builder's corporate safety program (including safety statistics and EMR rate); and d. Track-record of safety. 	2
3.8	<p>Technical Approach</p> <p>Provide a narrative description of the Respondent's intended approach to (i) design and construction, (ii) operations and maintenance, and (iii) life-cycle asset maintenance of the Project under a DBFOM structure, as described in Section 2.2 of this RFQ. The narrative should briefly describe the Respondent's proposed methods for management, staffing, technology use, and, more generally, performing all required services. It should also outline the Respondent's general approach towards working and collaborating with Valley Water and other stakeholders.</p> <p>The Respondent should describe its approach and methodology to meeting key Valley Water objectives related to this Project. This must also include examples of the success of similar strategies applied in other relevant project undertaken or completed within the past ten years.</p> <p>The technical approach should also provide an overview of the Respondent's approach to managing distinct phases of the project, as well as diverse project elements (i.e., <i>AWPF</i>, ROC management and disposal, pipelines, etc.)</p> <p>The Respondent is encouraged to highlight its approach to innovation and excellence in the delivery of its services, as well as its approach to energy efficiency and resilience.</p>	7
3.89	<p>Project Understanding & Technical Approach</p> <p>Provide a narrative description of the Respondent's understanding of the Project and its anticipated technical approach to meet Project objectives. The narrative must briefly describe the major phases and elements of the Project and identify the potential risks and challenges in delivering the Project, as well as Respondent approach to addressing Project requirements. Consideration should be given to specific elements identified in Section 5.2.2.3.3 of this RFQ.</p>	5

NOTES TO PART 3:

Section 3.1 (Form F1) and Section 3.3 (Form F2)

Respondents must include for each Major Participant listed on Forms F1- F2, ~~such the~~ Respondent's and/or Major Participant's experience on a minimum of five no more than seven (7) projects of similar size and complexity within the past 10 years. Respondents should provide information to demonstrate examples of:

- a. Respondent team members working together as an integrated team to deliver IPR and/or other water sector infrastructure projects;⁶
- b. similar contracting structures (such as DBFOM, DBOM or similar);
- c. experience with projects of comparable size, scope and complexity per the requirements listed in the RFQ;
- d. successful execution of projects; and
- e. customer / client satisfaction.

Valley may elect to use any of the information to check a Major Participant's references.

Section 3.2 and 3.4 – Technical Narrative Attachment for Forms F1-F2

Respondents must provide a Technical Narrative Attachment for each of Form F1-F3 to describe selected projects from the applicable Form in greater detail. Respondents shall highlight their capability to deliver on the services set forth in this RFQ, focusing on capabilities that they believe to be most important and relevant to the Project. Additionally, each Technical Narrative Attachment should include the following information:

- a. the name of the project and a brief narrative description, explaining the project's relevance to the Project;
- b. the project owner's contact information (project manager name, phone number, e-mail address) and project number. If the owner's project manager is no longer with the owner, provide an alternate contact at the agency or company that is familiar with the project. The alternate contact must have played a leadership role for the owner during the project;

⁶ Water, wastewater or advanced recycled water treatment facilities are deemed relevant. Direct design and construction experience with advanced recycled water treatment plants (MF/UF, RO, UV and/or advanced oxidation or similar treatment processes), and with the construction of water conveyance pipelines, is highly relevant. Nevertheless, Respondents should justify and explain why the included experience is considered relevant to this Project.

- c. the dates for the design, construction, operation and maintenance, and warranty period (as applicable);
- d. a description of the Major Participant's specific role, work performed, or service provided, and the overall percentage of the project performed by the Major Participant, highlighting project elements of a similar scope to the Project under consideration;
- e. for design and construction projects, the total construction cost budgeted or, if the project is complete, the total construction cost of the completed project; for operations and maintenance projects, the capacity of the facility and average annual O&M budget;
- f. a description of the project financing and payment arrangements;
- g. for design and construction projects, a description of the original contracted scheduled completion dates and the actual completion dates. If the actual completion dates vary from the original contracted scheduled completion dates, provide an explanation for the variance;
- h. for projects listed for design firms that were traditional consultant/engineering services contracts (as opposed to, for example, design-build contracts), information should be limited to only the consultant/engineering services contract, rather than any ensuing construction contract where such entity had limited or no involvement;
- i. for projects listed for construction firms using the traditional design-bid-build delivery method, information should be limited to only the construction contract, rather than any design contract where such entity had limited or no involvement;
- j. for operations and maintenance contracts, please identify role of the Major Participant in both operations and maintenance, providing an overview of maintenance and operating responsibilities, use of technologies, budgets, revenues, etc.

Respondents should verify that contact information is correct and current. If the contact information provided is not correct or current, Valley Water may elect to exclude the experience represented by that project in determining the Respondent's qualifications.

(END OF SUBMITTAL REQUIREMENTS FOR PART 3 OF VOLUME 1)

VOLUME 1 – PART 4 – FINANCIAL CAPABILITIES AND EXPERIENCE

Part 4 of Volume 1 shall contain the following:

Section	Submittal Requirement	Page Limit
4.1	<p>Completed Form G1 (<i>Financial Information - Equity Member Experience</i>)</p> <p>Provide a completed <u>Form G1 (<i>Financial Information -Equity Member Experience</i>)</u> in accordance with the instructions on the Form.</p>	n/a
4.2	<p>Attachment to Form G1 (<i>Financial Information - Equity Member Experience</i>)</p> <p>Provide a financial experience attachment that provides <u>an overview of the Respondent's project finance experience and capabilities, as well as</u> narrative descriptions of the five most relevant private financing experiences listed on <u>Form G1 (<i>Financial Information -Equity Member Experience</i>)</u>.⁷</p> <p>For each such experience, the attachment must identify the name of the project, the owner's contact information (project manager name, phone number, e-mail address), and an explanation of the relevance and comparability to this Project. If the owner's project manager is no longer with the owner, provide an alternate contact at the agency who is familiar with the project and the financing. The Respondent should include more detailed information about these projects' debt facilities/structures than the information contained in <u>Form G1 (<i>Financial Information -Equity Member Experience</i>)</u>.</p>	10 ⁸
4.3	<p>Completed Form GG1 (<i>Financial Information - Information Regarding Equity Members</i>)</p> <p>Provide a completed <u>Form GG1 (<i>Financial Information - Information Regarding Equity Members</i>)</u> in accordance with the instructions on the Form.</p>	n/a

NOTES TO PART 4:

Section 4.1 (Form G1)

Respondents may list on Form G1 (*Financial Information - Equity Member Experience*) the experience of any Equity Member who will directly or indirectly be an equity owner of the Private Partner or will commit to holding project debt in the case of a tax-exempt structure. Project experience from Affiliates of Equity Members is acceptable, if a direct or indirect common parent entity is a Guarantor of the Equity Member.

(END OF SUBMITTAL REQUIREMENTS FOR PART 4 OF VOLUME 1)

⁷ Relevant projects are not limited to the water sector. Please refer to section 5.2.2.4.1 and 5.2.2.4.3 for additional guidance.

⁸ All narrative descriptions combined in the financial experience attachment should not exceed a total of 10 pages.

VOLUME 2 – FINANCIAL INFORMATION

Volume 2 shall contain the following:

Section	Submittal Requirement	Page Limit
5.1	<p>Completed Form GG2 (<i>Financial Information - Financial Officer Certificate</i>)</p> <p>Provide a completed <u>Form GG2 (<i>Financial Information - Financial Officer Certificate</i>)</u> in accordance with the instructions on the Form, for each of the following:</p> <ul style="list-style-type: none"> a. each Equity Member; b. the Lead Design-Builder; c. each Lead Design-Builder Member (if applicable); d. the Lead Operator; e. each Lead Operator Member (if applicable); and f. each Guarantor (if applicable). 	n/a
5.2	<p>Financial Statements</p> <p>Provide financial statements for the last three fiscal years for each of the following:</p> <ul style="list-style-type: none"> a. each Equity Member; b. the Lead Design-Builder; c. each Lead Design-Builder Member (if applicable); and d. the Lead Operator; e. each Lead Operator Member (if applicable); and f. each Guarantor (if applicable). 	n/a
5.3	<p>Funding Letter</p> <p>For each Equity Member, provide a Funding Letter (as described below).</p>	n/a
5.4	<p>Surety Letter and/or Letter of Credit</p> <p>Provide a letter from a duly authorized surety company, <u>(or in the case of a letter of credit, from an investment grade bank or financial institution)</u> stating without conditions or qualifications that the Respondent or applicable member of the Respondent team is capable at the time of its SOQ submission of obtaining a performance bond and payment bond, each <u>(or irrevocable letter of credit)</u> in an amount of at least [\$600 million] for the Project.</p>	n/a

NOTES AND INSTRUCTIONS:

Section 5.1 (Form GG2)

Each Financial Officer Certificate must be executed by the Chief Financial Officer or equivalent of the relevant submitting party and be dated not earlier than ten calendar days prior to the SOQ Due Date. This document will provide relevant information about the submitting party that is not

typically available from such party's audited financial statements in order to support Valley Water's assessment of the Respondent's financial strength, including:

- a. credit rating;
- b. ESG rating (if relevant);
- c. Guarantor support;
- d. financial information summary;
- e. bankruptcy/insolvency proceedings;
- f. material changes in financial condition; and
- g. off-balance sheet liabilities.

To the extent that a Form GG2 (Financial Information – Financial Officer Certificate) is from a Guarantor, it shall include confirmation of such Guarantor's intention to support the Equity Member, Lead Design-Builder, Lead Design-Builder Member, Lead Operator or Lead Operator Member, as applicable, with the financial and human resources, and other support needed by such entity to successfully satisfy its obligations with respect to the Project.

Section 5.2 (Financial Statements)

- a. If the Respondent has provided a completed Form GG2 (Financial Information – Financial Officer Certificate) from any Guarantors, provide financial statements, on a consolidated basis, only for each Guarantor (not for both the Guarantor and its subsidiary).
- b. As referred to in this RFQ, "**financial statements**" include the following:
 1. opinion letter (auditor's report);
 2. balance sheet;
 3. income statement;
 4. statement of cash flow; and
 5. footnotes.
- c. Submissions of financial statements must comply with the following requirements:
 1. **Audited Financial Statements:** Financial statements must be audited by a certified public accountant or equivalent for foreign entities. If audited financial statements are not available for any entity, provide unaudited financial statements for such entity, certified as true, correct and complete by its Chief Financial Officer or equivalent for that entity;
 2. **GAAP/IFRS:** Financial statements must be prepared in accordance with generally accepted accounting principles used in the United States ("**GAAP**") or International Financial Reporting Standards ("**IFRS**"). If any entity provides financial statements that are prepared in accordance with principles other than GAAP or IFRS, a letter must be provided from a certified public accountant, or equivalent, discussing the areas of the financial statements that would be affected by a conversion to GAAP or IFRS. Valley Water reserves the right to request clarification or additional information, as needed, in order to facilitate its review of those financial statements;

3. **New Entities:** If any entity required to submit financial statements is a newly formed entity and does not have independent financial statements, such entity shall expressly state that it is a newly formed entity and does not have independent financial statements meeting the requirements above and shall provide financial statements otherwise consistent with those required hereby for each of its shareholders/Equity Members;
4. **SEC Filings:** If any entity for whom financial statements are submitted files reports with the US Securities and Exchange Commission, then such entity must provide electronic links to the most recently filed Forms 10-K, 10-Q and 8-K for all such reporting entities in lieu of hard copies;
5. **English language and US Dollars:** Information in the financial statements must be provided in the English language and specify all amounts in US Dollars, as applicable. If financial statements are prepared in a language other than English, an English translation must be provided. If financial statements are converted from a foreign currency into US Dollars, the conversion method(s) must be explained in an attachment and must be reasonable. Translation at the average period rate for income statements and cashflow statements and period end rate for balance sheet statements shall be appropriate; and
6. **Format:** In addition to all other electronic information requested in this RFQ, and in accordance with Section 4.3.1 (Copies and Markings of the Response) of this RFQ, each Respondent must submit a copy of all financial statements electronically in searchable PDF format on a USB flash drive. Respondents must also submit standard unlocked and unprotected Microsoft Excel workbooks containing the balance sheet, income statement and statement of cash flows as disclosed in each set of the audited financial statements. For each entity providing financial statements, one worksheet should be used for each of the balance sheet, income statement and statement of cash flows, with figures for each of the three most recent years in separate columns, in chronological order, from left to right.

Section 5.3 (Funding Letter)

Funding Letters will be used as supporting evidence of each Equity Member's capacity to fund the equity or equity-like⁹ portion of the capital that may be required for the Project. Each Funding Letter should comply with the following:

- a. If the Equity Member is an investment fund or intends to source its funding commitment through an investment fund, then the letter must be signed by the fund's general partner(s), and at a minimum must include the following items:

⁹ "Equity-like" refers to capital that would be used by an Equity Member to fund and hold a portion of the senior or subordinated debt under a tax-exempt project financing structure, where equity-ownership is not allowed.

1. **Approval Process:** Provide an overview of the completed to-date and remaining approval process (along with an indicative schedule) required to commit to and fund the required funding commitment for the Project;
 2. **Funding Vehicle:** All anticipated sources of equity or equity-like investment (including subordinated debt in the case of a tax-exempt structure) for the Project investment (e.g., pension funds, private equity funds, investment funds, construction companies, operators, or similar) and their anticipated involvement (approximate in percentage terms). Provide the name and structure (including details on the relationship to the Equity Member, if applicable) of the investment fund(s) that will ultimately carry this investment. Investment funds that have not achieved an initial closing will not be considered;
 3. **Investment Capacity:** Provide supplemental information to the financial statements (as necessary) of the investment funds cited in paragraph (ii) to demonstrate the existence of existing and/or committed capital capacity for the Project, consistent with the likely total equity or equity-like investment and the Equity Member's responsibility to provide the equity share percentage in the Respondent shown on Form GG2 (Financial Information – Financial Officer Certificate). Relevant information may include capital amounts already committed or subscribed, remaining commitments yet to be called and an anticipated call schedule, an allocation process for uncommitted funds, fundraising, etc., as well as whether a reserved allocation for the Project has been established; and
 4. **Investment Criteria:** Provide (i) an explanation of why the Project is consistent with the Equity Member's investment policy, goals and requirements, and an acknowledgement that based on a preliminary review, the Project is more than likely to meet the investment policy requirements for the Equity Member and (ii) confirmation that the Equity Member is able to hold its investment in the Project without sale, securitization or other transfer until a date no earlier than two years following substantial completion of the Project's construction.
- b. If the Equity Member intends to fund its equity or equity-like commitment through use of internal resources (e.g., a corporate entity supplying its own capital), the letter must be signed by the chief investment officer, the Chief Financial Officer or the chief executive officer, and at a minimum shall include the following items:
1. **Approval Process:** Provide an overview of the approval process required to commit to and fund the required equity commitment. This section should include an identification and description of any required board, investment committee or other formal approvals needed, as well as an indicative schedule for securing those approvals and countries of the investment fund advisor;
 2. **Sourcing Commitment:** Identify where and how the equity or equity-like commitment (consistent with the likely Project total equity or equity-like investment and the Equity Member's responsibility to provide the percentage shown on Form GG2 (Financial Information – Financial Officer Certificate)) will be sourced and provide a narrative description of how competing allocation and

capacity issues are considered among several project opportunities the Equity Member pursues simultaneously;

3. **Investment Capacity:** Provide supplemental information to the financial statements (as necessary) of the Equity Member to demonstrate the existence of existing and/or committed capital capacity for the Project, consistent with the likely total equity or equity-like investment and the Equity Member's responsibility to provide the percentage shown on Form GG2 (Financial Information – Financial Officer Certificate). Relevant information may include capital amounts already committed or subscribed, remaining commitments yet to be called and an anticipated call schedule, an allocation process for uncommitted funds, fundraising, etc., as well as whether a reserved allocation for the Project has been established; and
4. **Investment Criteria:** Provide (i) an explanation of why this Project is consistent with the Equity Member's investment policy, goals and requirements, and an acknowledgement that based on a preliminary review, the Project is more than likely to meet the investment policy requirements for the Equity Member, if any, and (ii) confirmation that the Equity Member is able to hold its investment in the Project without sale, securitization or other transfer until a date no earlier than two years following substantial completion of the Project's construction.

Section 5.4 (Surety Letter and /or Letter of Credit)

Letters stating that the Respondent has "*unlimited*" bonding capacity are not acceptable. The letter must specify any assumptions regarding the provision of support from a parent company of a Respondent team member.

- a) Any surety company providing a letter must be rated at least "A" or better and "Class VIII" or better by A.M. Best and Company and must be listed on Treasury Department Circular 570. Evidence of the surety's rating shall be attached to the letter. The letter must specifically state that the surety has reviewed this RFQ and is familiar with the contractual structure and financial structure described in the RFQ and has evaluated the Respondent's backlog and work-in-progress in determining its bonding capacity.
- b) Any Letter of Credit must derive from an investment grade bank or financial institution. Evidence of the bank or financial institution's credit rating shall be attached to the letter. The letter must specifically state that the bank or financial institution has reviewed this RFQ and is familiar with the transaction structure described in the RFQ and has evaluated the Respondent's backlog and work-in-progress in determining its bonding capacity.

The requirement to provide the Surety Letter and the bond amounts referenced above are solely for the purposes of evaluating the Respondent's financial qualifications and should not be construed as an indication of the ultimate security requirements for the Project.

(END OF SUBMITTAL REQUIREMENTS FOR VOLUME 2)

APPENDIX B: PROPOSAL FORMS

FORM A – SUBMITTAL LETTER

[*Submission Date*]

To: Mr. Kenneth Wong
Deputy Administrative Officer, General Services Division
Santa Clara Valley Water District

REFERENCE: RFQ No. C0674 - Statement of Qualifications for Purified Water DBFOM

Dear Sir:

Pursuant to the Request for Qualifications No. C0674 dated April 30, 2021, ([as amended by addenda [•]]¹⁰ [*Name of Respondent*] hereby submits this statement of qualifications (“SOQ”) in conformity with the terms and conditions set forth in the subject RFQ, whose provisions we accept in their entirety, without reservation or restriction.

[We are submitting our Qualifications in association with: [*Insert a list with full name and address of each Major Participant*]. We confirm that we have designated [*insert full name and address of Lead Member*] as the Lead Member of our Consortium.]¹¹

[*Name of Respondent*] hereby represents and warrants that all information and statements included in this SOQ are complete and accurate in all respects and accepts that any inaccurate or misleading information contained in this SOQ may result in disqualification.

[*Name of Respondent*] hereby warrants that it:

- (i) has read the RFQ [(including all addenda)]¹² and
- (ii) agrees to abide by the contents and terms of the RFQ and the statements and commitments in this SOQ.

[*Name of Respondent*] confirms that:

- (i) it acknowledges and accepts that, under the terms of the RFQ, Valley Water reserves the right to cancel the procurement or declare it void or otherwise without effect for any reason whatsoever, and that such action shall not entitle the Respondent to any claim whatsoever against Valley Water or any of its respective representatives, advisors or consultants;

¹⁰ The “as amended.....” language should only be included if there have been addenda to the RFQ which have made amendments. Otherwise, delete bracketed language.

¹¹[*Delete in case no association is foreseen.*]

¹² Delete if not applicable.

- (ii) it accepts all costs and expenses incurred by it in preparing this SOQ and participating in the procurement process will be borne solely by the Respondent;
- (iii) it acknowledges and accepts that Valley Water is not responsible for any errors, omissions, inaccuracies or incomplete statements in the RFQ.
- (iv) it acknowledges and agrees to the protest provisions and understands that it limits Respondent's rights and remedies to protest or challenge the RFQ or any determination or shortlisting thereunder; and
- (v) accepts the exclusive application of the laws of the State of California with respect to this qualification and procurement process.

[Name of Respondent] hereby designates _____ as its Respondent Representative to receive notices with respect to this tender process:

Name: [●]
 Title:¹³[●]
 Employer: [●]
 Address: [●]
 Phone (office): [●]
 Phone (mobile): [●]
 Email: [●]
 Fax (if any): [●]

Under penalty of perjury, I hereby swear and affirm that I am authorized to act on behalf of the Respondent in signing and delivering this letter and acknowledge that Valley Water is relying on my representation to this effect.

Sincerely,

Respondent: [Name of Respondent]

By: _____

Printed Name: [insert Respondent Representative name]

Title: Respondent Representative

(END OF FORM A)

¹³ List individual's current job title, other than "Respondent Representative."

FORM B – CERTIFICATIONS

FORM B.1. DELEGATIONS AND AUTHORIZATIONS [REQUIRED FROM EACH MAJOR PARTICIPANT]

In the event that a Respondent is comprised of various team members, each Major Participant shall, under penalty of perjury, certify the following:

[Certification Date]

To: Mr. Kenneth Wong
Deputy Administrative Officer, General Services Division
Santa Clara Valley Water District

REFERENCE: Certification of Delegation and Authorization

With reference to RFQ No. C0674, in representation of [name of Major Participant], under penalty of perjury, I hereby certify the following:

- (i) [Respondent Representative] is authorized to sign the Submittal Letter on behalf of [name of Major Participant];
- (ii) the representations, certifications, statements, disclosures, authorizations and commitments made, and information contained, in the SOQ (including, for the avoidance of doubt, in Form B (Certifications) and Form C (Legal Disclosures)) in respect of [name of Major Participant] have been authorized by [name of Major Participant], and is or are correct, complete and not materially misleading; and
- (iii) I am duly authorized to act on behalf of [name of Major Participant].

[role of Major Participant]:

[insert Major Participant name]

By: _____

Printed Name: [insert name]

Title: [insert title]

FORM B.2. CERTIFICATION

B.2.1. Instructions

In addition to the requirements stipulated in Appendix A (*Submittal Requirements*), please note the following:

- a. In Section B.2.2.2 of this Form B.2., references to an entity include the relevant experience of any entity to which it is a successor or assign (but only to the extent the experience is legally deemed to be that of the firm as a result of the relevant succession or assignment).
- b. An authorized representative of each Major Participant is required to sign the certification set out at the end of the form of certifications in Section B.2.2 of this Form B.
- c. If a response to any question is limited by a confidentiality agreement, protective order or similar document, indicate this in the response.
- d. The signature block on Form B.2.2.2 may be modified as needed to properly reflect the authority of the person signing.

For the purposes of this Form B.2., "**Affiliate**" means an Affiliate that:

- a. within the past five years has been engaged in business or investment; or
- b. has been involved, directly or indirectly, in the debt or equity financing, credit assistance, design, construction, management, operation or maintenance for any project listed in Form F1 (Technical Experience – Design-Build), Form F2 (Technical Experience – Operations & Maintenance) and Form G1 (Equity Member Experience).

B.2.2. Certifications

Respondent Name:[Respondent to provide]

B.2.2.1. Summary of Certifications

TABLE B.2.2.1 – SUMMARY OF CERTIFICATIONS

No.	Entity Providing a Completed <u>Section B.2.2. of Form B</u>	Role of Such Entity ¹⁴	Answered Yes to One or More Certifications?	
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No

¹⁴ E.g., Equity Member, Lead Design-Builder, Lead Design-Builder Member, Lead Maintenance Provider, Lead Maintenance Provider Member or Guarantor.

TABLE B.2.2.1 – SUMMARY OF CERTIFICATIONS

No.	Entity Providing a Completed <u>Section B.2.2. of Form B</u>	Role of Such Entity ¹⁴	Answered Yes to One or More Certifications?	
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No

B.2.2.2. Certifications

Respondent Name: [Respondent to provide]

Name of Team Member: [Respondent to provide]

- Role on Respondent:**
- Equity Member
 - Lead Design-Builder
 - Lead Design-Builder Member
 - Lead Operator
 - Lead Operator Member
 - Guarantor for [*Respondent to provide relevant entity*]

TABLE B.2.2.2. CERTIFICATIONS

No.	Certification Questions	Yes	No
(1)	<p>Has the entity or any Affiliate or any current officer thereof, been indicted or convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (U.S. Federal, state, or local or foreign government) transaction; violation of Federal or state or foreign antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or material misrepresentations, or receiving stolen property, collusion, conspiracy or other contract-related crimes or violations or any other felony or serious misdemeanor within the past ten years?</p> <p><i>If yes, please explain, including the name of the relevant prosecuting agency, the applicable law(s) and the status of any appeal(s).</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
(2)	<p>Has the entity or any Affiliate ever sought protection under any provision of any U.S. or foreign bankruptcy act, law or regulation in any jurisdiction within the past ten years?</p> <p><i>If yes, please explain, including identification of the relevant jurisdiction(s) and applicable laws, and the status or outcome of any resulting bankruptcy process.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
(3)	<p>Has the entity or any Affiliate ever been disqualified, removed, debarred or suspended from performing work for the U.S. Federal government, any U.S. state or local government, or any foreign governmental entity within the past ten years?</p> <p><i>If yes, please explain, including the name of the relevant public agency, the date, grounds and results of any such action.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

TABLE B.2.2.2. CERTIFICATIONS

No.	Certification Questions	Yes	No
(4)	<p>Has the entity or any Affiliate ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity (U.S. federal, state or local or foreign government) within the past ten years?</p> <p><i>If yes, as to each such inquiry, state the name of the public agency, the date of the inquiry, the grounds on which the public agency based the inquiry, and the result of the inquiry.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
(5)	<p>Has any construction or project or operations and maintenance contract performed or managed by the entity or, to the knowledge of the undersigned, any Affiliate involved repeated or multiple failures to comply with U.S. federal, state or local or foreign government safety rules, regulations or requirements within the past ten years?</p> <p><i>If yes, please explain, and provide owner contact information, including current telephone and fax numbers and email addresses.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
(6)	<p>Has the entity or any Affiliate been found, adjudicated or determined by any Federal or state court or agency, or foreign government court or agency to have violated any laws or regulations relating to worker safety within the past ten years?</p> <p><i>If yes, please explain.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
(7)	<p>Has the entity or any Affiliate been found, adjudicated or determined by any Federal court, Federal agency, state court or state agency or foreign government (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable state governmental agency) to have violated any law or executive order relating to employment discrimination or affirmative action within the past ten years, (including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000 et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar state or foreign law)?</p> <p><i>If yes, please explain.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
(8)	<p>Has the entity or any Affiliate been found, adjudicated, or determined by any Federal court, Federal agency, state court or state agency, or foreign government court or agency to have violated or failed to comply with any law or regulation of the United States or any state, or any foreign government law or regulation within the past ten years governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?</p> <p><i>If yes, please explain.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
(9)	<p>Has the entity or any Affiliate been found, adjudicated or determined by any Federal or state court or agency (including the Environmental Protection Agency) or foreign government court or agency to have violated any laws or regulations relating to protecting the environment?</p> <p><i>If yes, please explain.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
(10)	<p>Has the entity or any Affiliate been found, adjudicated or determined by any Federal, state or local court or agency or foreign government, court or agency or local government to have violated the terms of any community benefits agreement of which it was a signatory?</p> <p><i>If yes, please explain.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

TABLE B.2.2.2. CERTIFICATIONS

No.	Certification Questions	Yes	No
(11)	With respect to each of Questions 1-10 above, if not previously answered or included in a prior response on this Form, is any notice, warning, investigation, proceeding, claim, matter, suit, indictment, etc. currently pending against the entity that could (assuming subsequent necessary actions are taken) result in the entity being found liable, guilty or in violation of any of laws or regulations referenced in Questions 1-9 above and/or subject to debarment, suspension, removal or disqualification by the Federal government, any state or local government, or any foreign governmental entity? <i>If yes, please explain.</i>	□	□

Under penalty of perjury, the undersigned certifies on behalf of the entity for which he or she signs that each of the foregoing representations, certifications, statements and disclosures is correct, complete and not materially misleading:

[Role of team member]: *[insert entity name]*

By: _____

Printed Name: *[insert name]*

Title: *[insert title]*

(END OF FORM B)

FORM C – LEGAL DISCLOSURES

C.1. INSTRUCTIONS

In addition to that set forth in Appendix B (Submittal Requirements), please note the following:

- a. For purposes of this Form C, the relevant experience of an entity is deemed to include experience on any Reference Project in which its level of involvement was at least equivalent to the relevant threshold set out in Form F (Technical Experience).
- b. For the relevant project owner's ("**Owner**") or contract counterparty's ("**Counterparty**") contact information, please submit a current name, title, phone number and email address of an individual employed by the Owner or Counterparty involved in the relevant dispute, breach of contract or termination.
- c. If the relevant circumstances described in either question do not apply to any of the Respondent's Major Participants, or any Affiliate of any of them, replace the relevant table with "None applicable".

For the purpose of this Form C, "**Affiliate**" means an Affiliate that:

- a. within the past five years, has been engaged in business or investment; or
- b. has been involved, directly or indirectly, in the debt or equity financing, credit assistance, design, construction, management, operation or maintenance for any project listed in Form F1 (Technical Experience – Design-Build), Form F2 (Technical Experience – Operations & Maintenance), and Form G1 (Equity Member Experience).

C.2. SUMMARY OF LEGAL LIABILITIES AND PROCEEDINGS

Respondent Name: [*Respondent to provide*]

List and briefly describe all instances (including any resolution) during the last ten years involving Reference Projects, or any other project with a contract price of \$50 million or more, in relation to which any Major Participant or any Affiliate of any of them:

- a. was determined by a court of law or in an arbitration proceeding, a dispute review board proceeding or any other dispute resolution proceeding to be liable for a material breach of contract; or
- b. had a contract terminated for cause; or
- c. was involved in a claim or dispute with the project owner(s) (or any public-private partnership project company, concessionaire, developer or the equivalent) in an amount in excess of \$5,000,000.

TABLE C2. SUMMARY OF LEGAL LIABILITIES AND PROCEEDINGS

<i>[Role of Entity in Respondent]: [Entity Name]</i>	
(1)	Description:
	Owner's or Counterparty's Representative:
<i>[Role of Entity in Respondent]: [Entity Name]</i>	
(2)	Description:
	Owner's or Counterparty's Representative:

(END OF FORM C)

FORM D – REQUEST FOR CONFIDENTIALITY / PROPRIETARY INFORMATION

Please note that Valley Water will not accept blanket designations marking information and materials as “CONFIDENTIAL.” Valley Water may, in its sole discretion, and subject to applicable law, treat the whole of the relevant section(s)/document(s) that are subject to such a blanket designation as subject to disclosure pursuant to applicable law.

Respondent's Name: [*Respondent to provide*]

TABLE D1. CONFIDENTIAL AND PROPRIETARY INFORMATION INDEX

No.	SOQ Heading(s)	SOQ Volume and Section(s)	SOQ Page(s)	Relevant Public Disclosure Law Exemption(s)

(END OF FORM D)

FORM E – MAJOR PARTICIPANT INFORMATION

In addition to that set forth in Appendix B (Submittal Requirements), please note the following:

- a. For each Equity Member, Lead Design-Builder, Lead Design-Builder Member, Lead Operator, Lead Operator Member and Guarantor complete [Tables E1, E2 and E3].
- b. If information requested in relation to an entity is not relevant to such entity, state “Not Applicable.”

TABLE E1. TEAM MEMBER AND ROLE

(1) Name of Team Member:	[Respondent to provide]
(2) Role:	<input type="checkbox"/> Equity Member <input type="checkbox"/> Lead Design-Builder <input type="checkbox"/> Lead Design-Builder Member <input type="checkbox"/> Lead Operator <input type="checkbox"/> Lead Operator Member <input type="checkbox"/> Guarantor for [Respondent to provide entity name]

TABLE E2. LEGAL INFORMATION

(1) Type of Legal Entity:	<input type="checkbox"/> Corporation <input type="checkbox"/> Limited liability company <input type="checkbox"/> Joint venture <input type="checkbox"/> Partnership <input type="checkbox"/> Other: [Respondent to provide]
	<p>If the entity is a limited liability company, joint venture or partnership, indicate the name of each member firm in the space below. Complete a separate <u>Form E (Major Participant Information)</u> for each member firm and include it with the SOQ.</p> <p>Names of member firms:</p> <p>1. _____</p> <p>2. _____</p>
(2) Year Established:	[Respondent to provide]
(3) Country (and where applicable State) of Organization or Formation:	[Respondent to provide]
(4) Dun and Bradstreet Number (DUNS #):	[Respondent to provide]

TABLE E3. CORPORATE INFORMATION

**(1) Business
Address:**

(2) Headquarters:

**(3) Office
Performing Work:**

**(4) Contact
Telephone
Number:**

**(5) Contact
Person:**

AUTHORIZED REPRESENTATIVE:

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the authorized representative of the entity to which this form relates:

By: _____ Print Name: _____

Title: _____ Date: _____

(END OF FORM E)

FORM F – TECHNICAL EXPERIENCE

Form F-1 – Technical Experience – Design-Build

Form F-2 – Technical Experience – Operations & Maintenance

Instructions

Please provide information for ~~a minimum of five~~ up to seven (7) projects on which one or more Major Participants has worked over the past 10 years. Only include projects on which the Major Participant was at least ~~50~~30% responsible for delivery of the project.

Please try to limit the information to that requested in the Form itself. Additional information on the five selected projects for each category may be provided in the Technical Narrative Attachment to this Form.

The description should, at a minimum, give an overview of the project, and explain why the experience that the Major Participant gained on the project is relevant to the Project. Please also indicate in which project multiple Major Participants have worked together.

FORM F-1 – TECHNICAL EXPERIENCE – DESIGN-BUILD

[Using the format below, please provide detailed information on each project for which the Lead Design-Builder (or Lead Design-Builder Member) was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out design, engineering, construction and commissioning services similar to the ones contemplated under this Project. Each project table should be limited to two pages. Respondents are also encouraged to submit a summary table highlighting relevant design-build experience.]

Project name:	Project Cost: [including original Contract Amount, Final Contract Amount, % Change & Reason for difference]
Project Location:	Project Duration: [start and completion dates]
Client or Owner: ¹⁵	Scope of Services Provided: (design, engineering, permitting, construction, commissioning, etc.)
Level of Major Participant's Participation: ¹⁶	Start date (month/year): ^{8,17} Completion date (month/year): ⁸
Name of associated companies, if any:	Contractual arrangement (design-bid-build, design-build, design-build-finance, DBFOM, etc.) and compensation structure (availability payment, milestone payment, pay-go, etc.)
Narrative description of Project: [Please provide an overview of the Project, indicating why this is relevant to the Project and scope of services envisioned in the RFQ. Please highlight outcome of work performed, including key project metrics, awards or accolades, etc.]	
Description of actual services provided by your staff within the assignment:	
Identification of any Key Personnel who substantively worked on the Project with a description of their role:	

¹⁵ Should include a client contact information for reference checks. It is the responsibility of the Respondent to ensure that contact information is accurate.

¹⁶ Quantify the Major Participant's participation in monetary terms and as percentage of the design work.

¹⁷ Start Date and Completion Date should only reflect the period of time in which the Major Participant was involved in the project.

FORM F-2 – TECHNICAL EXPERIENCE – OPERATIONS & MAINTENANCE

[Using the format below, please provide detailed information on each project for which the Lead Operator (or Lead Operator Member) was legally contracted either individually as a corporate entity or as one of the major companies within an association, for operating and providing maintenance services similar to those contemplated under this Project, with an emphasis on IPR and water treatment facilities. Each project table should be limited to two pages. Respondents are also encouraged to submit a summary table highlighting relevant life-cycle maintenance experience.]

Project name and Location:	Facility size and processes included in the operations and maintenance contract:
Client or Owner: ¹⁸	Project Duration: [start date, original and actual length of contract, and completion dates] ¹⁹
Role: Lead Operator or subcontractor:	Level of Major Participant's Participation: ²⁰
Name of associated companies, if any:	Contractual arrangement (service agreement, O&M contract, DBFM, etc.) and compensation structure (performance-based availability payment, fixed fee, etc.)
<p>Narrative description of Project:</p> <p>[Please provide an overview of the Project, indicating why this is relevant to the scope of services envisioned in the RFQ.]</p>	
<p>Scope of Services:</p> <p>[Please describe responsibilities assigned to the Lead Operator under this contract. If you are not Lead Operator, then also describe which are your responsibilities.]</p>	
<p>Describe maintenance and renewal/replacement guarantees, and any disputes or changes over the life of the contract.</p>	
<p>Identification of any proposed Key Personnel who substantively worked on the Project with a description of their role:</p>	

¹⁸ Should include a client contact information for reference checks. It is the responsibility of the Respondent to ensure that contact information is accurate.

¹⁹ Dates should refer to the term of the operations and maintenance agreement.

²⁰ Quantify the Major Participant's participation in monetary terms and as percentage of total O&M contract.

FORM F-3 KEY PERSONNEL EXPERIENCE MATRIX

[Using the format below, identify and summarize the experience of Key Personnel proposed to be assigned to the Project. The matrix should indicate with a check or symbol in which areas the proposed personnel have relevant experience. Please note that additional experience categories may be added if relevant to a Respondent SOQ.]

Experience Categories	KEY PERSONNEL						
	Private Partner principal in charge	Design-Build principal in charge	O&M principal in charge	Financing principal in charge	Principal Engineer	Construction Manager	Operations Manager
DBFOM or similar P3 project delivery							
Advance Water Treatment Plants							
Water sector projects							
Project Finance							
Design-Build							
O&M							
California experience							
Silicon Valley Experience							
ROC Management							
Pipelines							
Valley Water projects							
[other]							

(END OF FORM F)

FORM G – FINANCIAL INFORMATION

Form G.1. Financial Information – Equity Member Experience

Form GG1. Financial Information – Information Regarding Equity Members

Form GG2. Financial Information – Financial Information – Financial Officer Certificate

FORM G.1. FINANCIAL INFORMATION – EQUITY MEMBER EXPERIENCE

TABLE G1. EQUITY MEMBER EXPERIENCE									
Equity Member	Project Name & Location²¹	Project Size²²	Taxable or Tax-Exempt structure	Investment Amount & Source²³	Date of Financial Close	Construction Start Date	Percentage of Works Completed as of April June 30, 2021	Level of Equity Member's Participation²⁴	Type of Payment Mechanism²⁵

²¹ Provide information for a minimum of five P3 or project finance projects on which any of the Equity Members has been involved in over the past ten years. If any of the Equity Members is a fund, the experience of other funds and vehicles under common management may also be included. Only include projects in which an Equity Member held at least 20% equity ownership or in which it held at least 80% of the subordinated debt (in the case of a tax-exempt structure).

²² Provide total amount of the project financed under a private finance/ project finance structure (do not include public debt, public equity or capital grants).

²³ Specify amounts in US Dollars and identify any exchange rates applied to convert amounts in other currencies using the exchange rate prevailing as of ~~April~~ June 30, 2021, including the benchmark rate applied. Specify the type of debt in brackets (e.g., bank debt, Private Activity Bonds, bonds, etc.).

²⁴ Specify amount of equity or equity-like capital invested by the Equity Member. The equity or equity-like investment may take the form of either (i) shareholders' equity or (ii) shareholder subordinated debt. Separately specify the total amount of all private shareholders' equity or equity-like investments for the listed project and the percentage that the Equity Member's investment bears to that total.

²⁵ Specify the type of payment mechanism used for the project (e.g., availability payment, take-or-pay, performance-based payments, revenue concession, or combinations of these mechanisms).

FORM GG1. FINANCIAL INFORMATION – INFORMATION REGARDING EQUITY MEMBERS

In addition to the instructions provided in Appendix B (Submission Requirements), please note the following:

- a. Complete one Form GG1 (*Financial Information - Information Regarding Equity Members*) for each Equity Member.
- b. If an Equity Member identified in Form GG1 (*Financial Information - Information Regarding Equity Members*) is a joint venture, consortium, partnership or limited liability company, complete a separate Form GG1 (*Financial Information - Information Regarding Equity Members*) for each member firm of the joint venture, consortium, partnership or limited liability company.
- c. Indicate whether an Equity Member is also the Lead Design-Builder (or Lead Design-Builder Member) or Lead Operator (or Lead Operator Member).

TABLE GG1. INFORMATION REGARDING EQUITY MEMBERS			
Equity Member Name, Address, Legal Nature and State of Organization	Planned Share Percentage in the Respondent (Sum Total Should be 100%)²⁶	Guarantor Name and Address (if Applicable)	Other Roles (if Applicable) (i.e., Lead Design-Builder, Lead Design-Builder Member, etc.)

²⁶ If a tax-exempt structure, please indicate the planned share of subordinated debt in the Offeror the Equity Member shall commit to holding.

FORM GG2. FINANCIAL INFORMATION – FINANCIAL INFORMATION - FINANCIAL OFFICER CERTIFICATE

Instructions

In addition to the instructions provided in Appendix B (Submittal Requirements), please note the following. Respondents should complete a separate Form GG2 (Financial Information – Financial Officer Certificate) for each of the following:

- a. each Equity Member;
- b. the Lead Design-Builder;
- c. each Lead Design-Builder Member (if applicable);
- d. the Operator;
- e. each Lead Operator Member (if applicable); and
- f. each Guarantor of an Equity Member, the Lead Design-Builder or Lead Design-Builder Member(if applicable).

Form of the Financial Officer's Certificate

I, [Name], the [Title]²⁷ of [Name of Equity Member, Lead Design-Builder, Lead Design-Builder Member, Lead Operator, or Lead Operator Member] (the "**Company**") [and the [Title] of [Name of Guarantor Entity] (the "**Guarantor**")]²⁸, do hereby certify as of [Date] that:

- a. This Certificate is being executed and delivered in connection with the Statement of Qualifications submitted by [Respondent] (the "**SOQ**") in response to the Request for Qualifications No. C0674 (the "**RFQ**") issued by Valley Water for the Purified Water DBFOM.
- b. As to the matters herein set forth below, I either have personal knowledge or have obtained information from officers or employees of the Company [and the Guarantor] in whom I have confidence and whose duties require them to have personal knowledge thereof. I make the certifications herein to Valley Water pursuant to the requirements of Appendix A (Submittal Requirements) of the RFQ with the intent and understanding that they will be relied upon by Valley Water as a basis for the evaluation of the SOQ as contemplated by the RFQ.

²⁷ This Certificate should be provided by the Company's Chief Financial Officer, treasurer, or other similar financial officer. If the Company does not have this type of corporate officer internally and will rely on the financial officer of an Affiliated or unaffiliated entity, such as an investment advisor or financial manager, both the financial officer delivering this certificate and a duly authorized signatory of the Company must sign this certificate.

²⁸ Each Major Participant of the Respondent should provide its own separate Certificate. However, if any such company is proposing a Guarantor, only one consolidated Certificate is required for the Guarantor and its guaranteed entity. If a company has no Guarantor, all references to "Guarantor" should be deleted from this Certificate.

- c. **[Guarantor Support]:** It is the intention of the Guarantor to support the Company with the financial, human resources and other support needed by the Company to successfully satisfy its obligations in respect of the Valley Water Purified Water DBFOM if the Respondent were to become the Private Partner.]²⁹
- d. **Audited Financial Statements:** The audited financial statements provided by [the Company] [the Guarantor] pursuant to Appendix A (Submittal Requirements) in the SOQ for the fiscal years ended [●], [●] and [●] are complete and correct copies thereof. Where [the Company] [the Guarantor] has provided unaudited financial results, such financial results present fairly, in all material respects, the financial position and results of operations and cash flows of [the Company] [the Guarantor and its consolidated subsidiaries, including the Company,] as of such dates and for such periods. [The Company] [The Guarantor] has no material contingent liabilities or unusual forward or long-term commitments not disclosed therein.³⁰
- e. **Off-Balance Sheet Liabilities:** The [Company][Guarantor] does not have any material off-balance sheet liabilities [other than the following: [●]].
- f. **Financial Information Summary:** Attached hereto as Annex A is a completed financial information summary relating to [the Company] [the Guarantor and its consolidated subsidiaries, including the Company], which has been prepared based on the information from its audited financial statements and other sources, if not included in its audited financial statements. All the information provided in the attached Annex A is complete and correct to the best of my knowledge.
- g. **Bankruptcy/insolvency proceedings:** [There has been no Insolvency Event relating to the Company [or Guarantor] or any of its Affiliates which has occurred within the most recent three fiscal years (whether or not such proceeding was ultimately dismissed).] [Attached hereto as Annex B is a detailed description of an Insolvency Event relating to [Entity Name].]³¹For the purposes of this certification, "**Insolvency Event**" means any voluntary or involuntary bankruptcy, insolvency, liquidation, restructuring, suspension of payments, scheme of arrangement, appointment of provisional liquidator, receiver or administrative receiver, resolution or petition for winding-up or similar proceeding, under any applicable law, in any jurisdiction.
- h. **Material Changes in Financial Condition:** [No material change in the financial condition of the Company [or Guarantor] has occurred or is projected to occur, as applicable:
1. within the most recently completed three fiscal years that is not reflected in its audited financial statements;

²⁹ Delete if there is no Guarantor and this is not applicable.

³⁰ Submit a RFQ Comment to Valley Water outlining proposed information that would provide similar support to audited financial statements if there are any entities that do not prepare audited financial statements, to seek confirmation from Valley Water that it is appropriate.

³¹Complete the appropriate certification and delete the sentence that is not applicable. Do not provide an Annex B if there is no Insolvency Event to disclose.

2. since the date of its audited financial statements for its most recently completed fiscal year; or
3. during the next fiscal quarter following the date of the SOQ.]

[Attached hereto as Annex C is a detailed description of material changes in the financial condition of [the Company] [the Guarantor].]³²

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate as of the date first written above.

Name:
Title:

³² Complete the appropriate certification and delete the sentence that is not applicable. Do not provide an Annex C if there is no material change in financial condition to disclose. Further instructions regarding material changes are provided in Annex C.

Annex A to Financial Officer’s Certificate: Financial Information Summary³³

Entity: _____

Respondent Role: _____

FY End	Total Revenues	Pre-Tax Profit	Fixed Assets	Total Assets ³⁴	Contingent Liabilities	Long-Term Liabilities	Short-Term Liabilities	Net Assets	Tangible Net Worth	Long-Term Leverage ³⁵

Credit Rating Agency ³⁶	Rating
[Rating agency name]	
[Debt of the [Company][Guarantor] is not rated by any major credit rating agency.]	
[[Company][Guarantor] has no debt]	

³³ Specify amounts in units of 100,000 US Dollars and identify any exchange rates applied to convert amounts in other currencies using the [exchange rate prevailing as of April/June 30, 2021] [average periods’ exchange rate for income statement and cash flow statements and period end exchange rate for balance sheet times], including the benchmark on which the exchange rate is based.

³⁴ Exclude goodwill and intangibles.

³⁵ Calculate Long Term Leverage as Long-Term Liabilities / Net Assets.

³⁶ If applicable, Major Participants should provide a copy of their most recent credit report up to the SOQ Due Date.

Annex B to Financial Officer’s Certificate: Insolvency Event

[Relevant Respondent entity to provide details]

Annex C to Financial Officer's Certificate: Material Change in Financial Condition

[Major Participants to provide details]

Instructions

If applicable, this Annex C shall include the following details regarding material changes in the Company or Guarantor's financial condition:

- a. a description of each material change, actual and projected, and any related changes or disruptions in executive management;
- b. actual and projected impacts on the affected entity's organizational and financial capacity and its ability to remain engaged in this procurement and submit a responsive proposal; and
- c. a detailed description of any other projected impacts, positive and negative, of the changes experienced and anticipated to be experienced in the periods ahead, including the likelihood that the circumstances of the change or impacts thereof will continue during the Project term.

Estimates of the impact on revenues, expenses and the change in equity must be provided separately for each material change. References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes. Where a material change will have a negative financial impact, the affected entity must describe measures that would be undertaken to insulate the Project from any recent material changes and those currently in progress or reasonably anticipated in the future. If its financial statements indicate that expenses and losses exceed income in each of the three completed fiscal years (even if there has not been a material change), the affected entity must describe measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

Set forth below is a list of examples of what Valley Water considers to be a material change in financial condition:

- a. a change in the tangible net worth of 10% or more of net assets;
- b. a sale, merger or acquisition exceeding 10% of the value of net assets prior to the sale, merger or acquisition which in any way involves the affected entity or its parent company or Guarantor;
- c. a change in credit rating for the affected entity or its parent company or Guarantor;
- d. inability to meet material conditions of loan or debt covenants by the affected entity or its parent company or Guarantor that has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations or additional credit support from shareholders or other third parties;
- e. in the current and three most recent completed fiscal years, the affected entity or its parent company or Guarantor either:
 - (i) incurred a net operating loss;

- (ii) sustained charges exceeding 5% of the then net assets due to claims, changes in accounting, write-offs or business restructuring; or
 - (iii) implemented a restructuring/reduction in labor force exceeding 5% of employees or involved the disposition of assets exceeding 10% of the then-net assets); and
- f. other events known to the affected entity which represents a material change in financial condition over the past three years or may be pending for the next reporting period.

Valley Water may, in its sole discretion, disqualify any Respondent who fails to disclose a prior or pending material change.

(END OF FORM G)

FORM H – SAFETY PERFORMANCE QUESTIONNAIRE

In addition to the instruction provided in Appendix BA (Submittal Requirements), please note that Form H must be completed for the Lead Design-Builder and for each Lead Design-Builder Member. If Information requested in relation to an entity is not relevant to such entity, state "Not Applicable."

FORM H – SAFETY PERFORMANCE QUESTIONNAIRE			
Respondent Name:	[Respondent to provide]		
(1) Name of Team Member:			
(2) Role:			
<input type="checkbox"/> Lead Design-Builder <input type="checkbox"/> Lead Design-Builder Member			
1. Provide the number of injuries and illnesses for the last three years.			
<u>YEAR</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
a. Number of Fatalities	_____	_____	_____
b. Lost Work Day Incident Rate ¹	_____	_____	_____
c. OSHA Recordable Incident Rate ²	_____	_____	_____
d. Number of Hours Worked	_____	_____	_____
e. Total Number of Employees on Payroll	_____	_____	_____
¹ Use the following formula for calculating the Lost Work Day Incident Rate: = $\frac{\text{Number of Lost Work Day Cases} \times 200,000}{\text{Number of Hours Worked}}$			
² Use the following formula for calculating the OSHA Recordable Incident Rate: = $\frac{\text{Number of OSHA Recordable Cases} \times 200,000}{\text{Number of Hours Worked}}$			
2. List your company's Worker's Compensation ("WC") Experience Modification Rate ("EMR") for the last three years: ³⁷			
<u>YEAR</u>	<u>EMR</u>		
a. 2020	_____		
b. 2019	_____		
c. 2018	_____		
d. Provide a letter from your WC insurance carrier certifying the above EMRs.			
3. Has your company received an OSHA (or State OSHA) citation within the last five years? Yes ___ No ___			
If yes, provide the following information below:			
a. The number and type of violations:			
b. The penalties assessed by OSHA:			
c. Were the citations contested/vacated?			
4. Provide a brief (maximum 2 pages) description of your occupational health and safety program.			

(END OF FORM H)

³⁷ If EMR is above 1, please provide a written explanation.

FORM I – CONFLICT OF INTEREST DISCLOSURE FORM

Respondent Name: [Respondent to Provide]

Respondent’s attention is directed to Section 6.1 of the RFQ and California Government Code Sections 1090 et seq., Sections 87100 et seq. or the FPPC Regulations regarding organizational conflicts of interest and the restrictions applicable to such conflicts.

Respondents are advised that certain firms will not be allowed to participate on any Respondent team for the P3 Project because of their work with the Valley Water in connection with the P3 Project procurement.

1. Required Disclosure of Conflicts

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present or planned interest(s) of the Respondent team (including Respondent and Major Participants, proposed consultants and proposed contractors, and their respective chief executives, directors, and other key personnel for the P3 Project) that may result, or could be viewed as, an organizational conflict of interest in connection with this RFQ.

Respondent should disclose (a) any current contractual relationships with Valley Water, (b) any past, present or planned contractual or employment relationships with any officer or employee of Valley Water, and (c) any other circumstances that might be considered to create a financial interest in the an eventual contract resulting from this RFQ process by any Valley Water officer or employee. Respondent also should disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the individuals or entities involved in preparing the RFQ, including any of the Valley Water Consultant Team. Proposer should disclose contractual relationships (i.e., joint ventures) with any of the Valley Water Consultant Team, as well as relationships wherein such Valley Water Consultant Team individual or entity is a contractor or consultant (or subcontractor or subconsultant) to the Respondent or a member of the Respondent team. The foregoing is provided by way of example and will not constitute a limitation on the disclosure of obligations.

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps Respondent, Major Participant or other entities have taken or will take to avoid, neutralize or mitigate any organizational conflicts of interest described herein.

3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

Signature

Name

Title

Name of Respondent / Major Respondent team member

Date

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