



Mid-Peninsula Water District
3 Dairy Lane
Belmont, CA 94002
(650) 591-8941

REQUEST FOR PROPOSAL (RFP)

2020 WATER CAPACITY CHARGE STUDY

The Mid-Peninsula Water District (MPWD) is soliciting proposals from qualified consulting firms to prepare a multi-year water capacity charge study. The intent of the Water Capacity Charge Study is to evaluate and recommend MPWD's water capacity fees and water demand offset fees for new and expanded water service connections.

BACKGROUND:

The MPWD provides water service to a population of approximately 27,000 in the City of Belmont and adjacent portions of the City of San Carlos and unincorporated San Mateo County. The MPWD's service area covers about 5 square miles. MPWD is located about 30 miles south of San Francisco in San Mateo County. MPWD was formed in 1929 as a County Water District and is governed by a five-member board of directors.

The MPWD currently purchases all of its water from the San Francisco Public Utilities Commission (SFPUC), and is a member of the Bay Area Water Supply and Conservation Agency (BAWSCA), which represents the collective interests of 26 regional water purveyors receiving water supply from SFPUC. SFPUC water is treated and delivered to the District's 7,900 accounts through two service connections. The MPWD owns and operates a water distribution system that includes 9 pressure zones, 19 pumps, 11 water tanks, 20 water regulating valves, 790 fire hydrants and 94 miles of water mains.

MPWD's mission is to deliver a safe, high quality, reliable supply of water for current and future generations in a cost-effective, environmentally sensitive, and efficient manner.

SCOPE OF SERVICES:

WATER CAPACITY CHARGE STUDY

The Water Capacity Charge Study - will review the MPWD's current structures for charges and create new structures or make recommendations regarding adjustments to the existing water capacity charges and water demand offset charges. The Consultant must include a detailed description of all project tasks, including those suggested in the Scope of Work and any proposed changes, additions or recommendations. The description of each task must include the methodology and/or analytical process, scheduling, personnel and costs.

The Scope of Work for the Water Capacity Charge Study includes:

- **Capacity Fee Regulations** – discuss current water capacity charge and water demand offset charge regulations and impacts. Develop a work schedule so that a draft Water Capacity Charge Study can be presented to the Board’s Finance Committee in November 2020 for input and the final fees can be completed by February 2021, so that the Board of Directors is able to adopt a new fee structure in April 2021 for implementation on July 1, 2021.
- **Water Capacity Charges** – evaluate and recommend a new structure or update of the current water capacity charges structure for new water connections so that they equitably recover costs for new and expanded development based on increased capacity required to serve each new or expanded development. Potential new capacity charges should be explored such as:
 - o 1. A capacity charge to recover costs for existing SFPUC water supply infrastructure that will benefit new development, and
 - o 2. A water demand offset charge to recover costs for projects/programs needed to offset the increase in water supply required by new development.
- **Water Demand Offset Charges** – evaluate and recommend a new structure or update of the current water demand offset charges for new water connections so that they equitably mitigate the impacts on water supply and reliability from new and expanded development. The proposed Water Demand Offset Charges should correspond with the MPWD’s Urban Water Management Plan and Water Shortage Contingency Plan, designed to offset 25% to 100% of water depending on the Water Shortage Stage in effect at the time the fees are paid.
- **Fee Survey** – provide an analysis of recommended water capacity and demand offset charges with other local water agencies within the San Francisco Regional Water System.

Project management will include meetings with MPWD staff, the Board’s Finance Committee, and Board meetings.

In 2014, the MPWD’s water capacity charges were studied and new structures developed, including water demand offset fees. Key objectives of the study included developing new capacity charges for the MPWD that:

- Recovered the full costs of water system infrastructure and assets that benefit new or expanded development to help ensure that growth pays its own way;
- Equitably recovered costs from each connection based on the new or increased capacity needs of each new development;
- Were consistent with industry-standard practices and methodologies; and
- Complied with the California Government Code.

The MPWD Water Capacity Charge Study is available on the MPWD website:

https://storage.googleapis.com/midpeninsulawater-org/uploads/MPWD_CapacityChargeStudy_Final_032015.pdf

[The MPWD 2015 Urban Water Management Plan and Water Shortage Contingency Plan are available on the MPWD website: https://storage.googleapis.com/midpeninsulawater-org/uploads/MPWD_2015%20UWMP_Final.pdf](https://storage.googleapis.com/midpeninsulawater-org/uploads/MPWD_2015%20UWMP_Final.pdf)

DELIVERABLES:

The study must explain the methodology and analytical process to support the evaluation of the water rates, water capacity and demand offset charges according to the Scope of Work. The Consultant must provide electronic files (in Word, Excel and Adobe Acrobat) of the draft study and draft final study for MPWD review. The Consultant must provide ten (10) hard copies and electronic files (in Word, Excel and Adobe Acrobat) of the final study.

PROPOSAL PREPARATION AND SUBMITTAL:

The proposal must clearly demonstrate an understanding of the MPWD’s objectives. The proposal must be brief, precise, will not include unnecessary promotional material, and be 35 pages maximum (excluding resumes and cost proposal) and organized as follows:

1. Transmittal Letter – to include an introduction of the firm, summary of general qualifications and shall be signed by an **officer** of the firm who is authorized to negotiate a contract with the MPWD.
2. Remain in Effect – all proposals will remain in effect and legally binding for a minimum of 120 days from the opening date.
3. Executive Summary – a brief summary of the key characteristics of the proposal is required.
4. Study Approach and Schedule – will convey a clear understanding of the Scope of Work to be performed and shall include detailed descriptions of all project tasks and any proposed changes, additions or recommendations. The description of each task will include the methodology or analytical process, scheduling and personnel.
5. Team Experience – will describe the qualifications and experience of the key personnel to be assigned to the project and include previous experience with water capacity fee studies. The proposal will include an organizational chart showing the inter-relation of all project team members.
6. Quality Assurance/Quality Control – describe how QA/QC will be provided for the study. Identify the individual(s) that will be involved and at what milestones they will be provided. Provide information on your plan to manage the schedule and budget, and provide updates to the MPWD.
7. References – provide at least three (3) references (name, company, title address, telephone number, email) for the key individuals on the project team.
8. Cost Proposal – will be per task and include a spreadsheet identifying personnel, hourly rates, project responsibilities, and estimate time expected for each task. The cost proposal must be presented as not-to-exceed, with all overhead/expenses included in the estimated costs. The hourly rates will include labor, reporting, travel, technical supervision, equipment, taxes, insurance, and all other incidental charges.
9. Questions of RFP – inquiries that result in an addendum to the RFP will be emailed to each Consultant.
10. Exceptions – include a statement regarding any exceptions to the MPWD Professional Services Agreement (Attached). If no exceptions are included, the MPWD will expect the Consultant to sign the Agreement and provide the required insurance and indemnification.
11. Additional Information – other information may be included to assist in the selection process.

Respondents are directed to submit six (6) hard copies and one (1) electronic copy on a USB drive of their proposal to:

**Mid-Peninsula Water District
 Attention: General Manager
 3 Dairy Lane
 Belmont, CA 94002**

by 12:00PM on Wednesday, June 3, 2020. Each Proposal must be clearly marked indicating the Respondent’s name, address, and the solicitation name ***“Proposal – 2020 Water Capacity Charge Study”***. Proposals received after the date and time specified will not be considered. **Facsimile, telephone, electronic or verbal proposals will not be accepted.**

SELECTION CRITERIA:

The RFP will be scored on the following selection criteria:

SELECTION CRITERIA	MAXIMUM SCORE
1. Consultant’s Background Information	10
2. Understanding of both Scopes of Work	50
3. Consultant’s Experience and Project Staff	30
4. QA/QC	10
Total Possible Score	100

KEY DATES:

Request for Proposal Issued.....April 27,2020
 Deadline for Submitting RFP Questions.....By 12:00PM on May 12, 2020
 Deadline for MPWD’s Response to RFP Questions.....By 4:00PM on May 18, 2020
 Due Date for Proposals to MPWD.....By 12:00PM on June 3, 2020

POINT OF CONTACT:

All questions should be transmitted in writing by 12:00PM on Tuesday, May 12, 2020 to the MPWD Operations Manager, Mr. Rene Ramirez, at rramirez@midpeninsulawater.org.

INSURANCE REQUIREMENTS:

Respondents are directed to Section 12 of the Sample Professional Services Agreement.

WITHDRAWAL OF PROPOSAL

Submission of a proposal will constitute a firm offer to MPWD for 120 days from the deadline for receipt of proposals. A Proposer may withdraw its proposal any time before the date and time when proposals are due, without prejudice, by submitting a written request for its withdrawal to the Mr. Rene Ramirez, Operations Manager, at rramirez@midpeninsulawater.org. A telephone request is not acceptable.

EVALUATION AND AWARD

Contract award, if made, will be made to the Proposer that submits the proposal considered most advantageous to MPWD based on the criteria set forth above. Proposers will bear all costs incurred in the preparation of the Proposal and participation in the Proposal process.

TERM OF CONTRACT:

The term of the Agreement will be approximately one (1) year and awarded at the discretion of the MPWD Board of Directors.

MPWD RIGHTS:

The MPWD reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel this RFP in part or in its entirety, to request additional information, hold discussions/interviews, and request revised proposals.

PAYMENTS:

Compensation will be per task. The Consultant must submit monthly invoices to the MPWD Point of Contact. Invoices must identify the tasks, personnel, and hourly rate for which payment is being requested and conform to the Scope of Work identified in the cost proposal.

CONTRACTUAL TERMS AND CONDITIONS:

The Consultant will be required to sign the MPWD’s Professional Services Agreement (Attached).

All work including data, documents, and other work products performed or prepared by the Consultant and all sub-consultants will be considered the property of the MPWD. All proposals and materials, once submitted to the MPWD, become public record and may be released upon request as set forth below.

CONFIDENTIALITY OF PROPOSALS:

The California Public Records Act (California Government Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to these specifications, protest or any other written communication between MPWD and the Respondent will be available to the public.

If the Respondent believes any communication contains trade secrets or other proprietary information that the Respondent believes would cause substantial injury to the Respondent’s competitive position if disclosed, the Respondent will request that MPWD withhold from disclosure the proprietary or other confidential information by marking each page containing such information as confidential. The Respondent may not designate its entire proposal or bid as confidential. Additionally, Respondent may not designate its cost proposal or any required bid forms or certifications as confidential.

If Respondent requests that MPWD withhold from disclosure information identified as confidential, and MPWD complies with the Respondent’s request, Respondent will assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless MPWD from and against all damages (including but not limited to attorneys’ fees that may be awarded to the party requesting the Respondent information), and pay any and all costs and expenses related to the withholding of Respondent information. Respondent will not make a claim, sue or maintain any legal action against MPWD or its directors, officers, employees or agents in connection with the withholding from disclosure of Respondent information.

If Respondent does not request that MPWD withhold from disclosure information identified as confidential, MPWD will have no obligation to withhold the information from disclosure and may release the information sought without any liability to MPWD.

CONFLICT OF INTEREST:

Respondent represents and warrants that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under this Agreement. Respondent will promptly disclose any actual or potential conflict of interest to MPWD as soon as Respondent becomes aware of such conflict. Respondent further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, Respondent may be required to publicly disclose financial interests under MPWD's Conflict of Interest Code. Respondent agrees to promptly submit a Statement of Economic Interest on the form provided by MPWD upon receipt.

No member, officer or employee of MPWD or of any of its member jurisdictions during his/her tenure of office, or for one year thereafter, will have any interest, direct or indirect, in this contract or the proceeds therefrom.