

**LINCOLN-SEWER MAINTENANCE DISTRICT 1
WASTEWATER AUTHORITY**



**Request for Proposals
Municipal Advisory Services**

**Proposals Due before 5:00 PM on
September 22, 2023**

RFP SUMMARY

The Lincoln-Sewer Maintenance District 1 Wastewater Authority (LiSWA; hereafter the “Authority”) is seeking proposals from qualified firms to provide municipal advisory services in connection with general financial planning and transaction-specific activities related to the LiSWA Wastewater Treatment Plant Upgrade/Expansion Project (hereafter the “project”), including, but not limited to, the issuance of bonds, loans, private placements, financial forecasting and modeling, alternative financing instruments and related capital financing activities.

Proposals should be submitted to the Authority by email no later than 5:00 PM, on September 22, 2023. The due date and time are fixed and extensions will not be granted. All proposals received after the deadline shown will not be considered. The Authority is under no obligation to return proposals.

To provide adequate response time prior to the bid closing date, all questions must be submitted to the appropriate person as shown below by September 8, 2023 at 5:00pm.

George Barber
General Manager (the Authority)
gbarber@westyost.com

Tristan Butcher
Treasurer-Tax Collector
tbutcher@placer.ca.gov

BACKGROUND

About the Authority

LiSWA is a joint powers authority between the City of Lincoln and Placer County that owns and operates the regional wastewater facilities, employs agents, which include a general manager, finance director, legal counsel, and various contractors. LiSWA establishes charges, or other costs in connection with the regional facilities, and charges the County and the City on a proportionate basis on the number of respective Waste Water Treatment Reclamation Units (WWTRUs) within each jurisdiction. LiSWA is governed by the LiSWA Board comprised of two County Board of Supervisors and two City Council members.

LiSWA is requesting proposals from qualified firms to provide municipal advisory services for the project. The Authority will consider various financing options related to the project. The Authority’s project description is listed below.

Project Description

The proposed Project entails upgrades to the Lincoln Wastewater Treatment and Reclamation Facility including (1) Influent and Headworks improvements, (2) Facilities for the improved effectiveness of the Maturation Ponds, (3) Filter and Disinfection additions and improvements, (4) Effluent improvements, and (5) General replacements and improvements for operational efficiency.

TENTATIVE SCHEDULE

The project team has established the following target dates for issuance and receipt of this RFP. These dates are tentative, non-binding, and subject to change.

Issuance of RFP	8/18/2023
Deadline for questions	9/8/2023
Questions Responses	9/15/2023
Deadline to Submit Proposals	9/22/2023
Notice of Staff Selection	10/10/2023

The term of the Agreement will be for 2 years from the date of the Authority award. The contract may be cancelled at any time, at the discretion of the Authority, with 30 days' notice.

SCOPE OF SERVICES

The Authority is seeking proposals from qualified firms to perform municipal advisory services including, but not limited to:

- A.** Provide advice related to the financing of the Authority's project(s).
- B.** Provide as-needed financial advice regarding market conditions and trends, financial products, credit analysis, alternative financing, State or Federally subsidized loan programs, and other specialty financing.
- C.** Provide strategies for managing the Authority's current and future debt.
- D.** Develop and recommend financing structuring options, including the development of financial plans.
- E.** Develop long-term financing needs assessments to ensure coverage for anticipated debt issuances, including preparing assumptions that could be utilized to develop a time-specified rate plan.
- F.** Manage the implementation of approved financing strategies. This will include, but not limited to, advising and supporting the selection of members of the financing team, as

appropriate to the selected financing instrument. This may include assisting with the preparation of Request for Proposals, assisting with the selection process by serving on the evaluation committee, and contract negotiations with bond counsel, underwriters, and other team members as appropriate for the type of financing selected. The municipal advisor will be responsible for ensuring the performance of the entire team and deliverables. The municipal advisor will also be responsible for arranging for any needed future reporting and maintenance.

- G. Conduct independent analysis of all financing options for the identified project.
- H. Attend meetings with staff and the Board of Directors.
- I. Provide other financial services as required.

PROPOSAL REQUIREMENTS

Submission of Proposals

The following material is required to be received by September 22, 2023, for a proposing firm to be considered:

1. Title Page

Title page showing the request for proposals' subject; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

2. Table of Contents

3. Transmittal Letter

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for 90 days.

4. Key Personnel

Describe the staffing model your firm will use to fulfill the Scope of Services. Provide resumes of all key personnel who will be assigned to the Authority. Any changes to the key personnel must be approved by the Authority prior to award.

5. References

List a minimum of three (3) references for whom comparable services were provided.

Provide names and contact information as well as a summary of key results achieved.

6. Qualifications and Experience

Describe your firm's qualifications to complete this Scope of Services. Explain why your firm is the best to deliver this Scope of Services and provide examples of your firm's work. Including experience providing services related to various financing strategies identified within this RFP. Please specifically describe any prior experience supporting public agencies that manage wastewater and/or provide a utility service where rates are set.

7. Detailed proposal

The detailed proposal should follow the order in Section IV – Scope of Services and should provide sufficient detail to understand how the scope will be accomplished.

8. Legal Issues and Potential Conflicts of Interest

- a. The proposal must provide any pending investigations of the firm and any enforcement, settlement, or disciplinary actions taken within the last five years against the firm or any proposed key personnel.
- b. The firm's relationship or affiliation with any broker-dealer.
- c. Any fee structure or payments resulting from potential or current relationships that may present a real perception of a conflict of interest.
- d. Registration with appropriate regulators.

9. Costs

Present a concise list of the scope of services and the work products that your firm proposes to provide. Given your proposed scope of services and work products, discuss your proposed fee arrangement.

EVALUATION PROCEDURES

a. Review of Proposals

Proposals submitted will be evaluated by key Authority personnel. The Authority reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

b. Evaluation Criteria

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria

will have their proposal evaluated for both technical qualifications and price. The following represent the principal selection criteria which will be considered during the evaluation process.

i. **Mandatory Elements:**

1. The firm is licensed to practice in California.
2. The firm has no conflict of interest with regard to any other work performed by the firm for the Authority.
3. The firm adheres to the instructions in this RFP on preparing and submitting the proposal.

ii. **Technical Qualifications:**

1. The firm's past experience and performance on comparable engagements.
2. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
3. Quality of the plan and approach to complete the Scope of Services.
4. Demonstrated results of projects with similar Scopes of Service.

iii. **Costs:**

Cost of completing the required Scope of Services. The Authority will select the firm with the highest overall ranking after considering both technical qualifications and price. For this RFP, Technical Qualifications will have a higher weight than Price.

c. Oral Presentation

During the evaluation process, the Authority may, at its sole discretion, request any one, all, or no firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Authority may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

d. Final Selection

The Authority will recommend a contract to the Board based upon the recommendation of Authority staff reviewing the proposals.

CONDITIONS GOVERNING THE REQUEST FOR PROPOSALS

e. Right to Reject Proposals Prompt Submission of Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Authority and the firm selected.

The Authority reserves the right without prejudice to reject any or all proposals.

f. Prompt Submission of Proposals

It is the responsibility of the proposer to see that their proposal is submitted with sufficient time to be received by the Authority prior to the proposal due date. Late proposals will be returned unopened to the sender. Postmarks are not accepted, all responses must be received by the Authority by the deadline.

g. Acceptance of Conditions Governing this RFP

Submission of a proposal constitutes acceptance of the Evaluation Factors contained in this RFP.

h. Incurring Cost

Any cost incurred by the proposer in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the proposer. Any cost incurred by the proposer for set up and demonstration or for interviews shall be borne solely by the proposer.

i. Right to Withdraw Proposal

Proposals can be withdrawn by proposer at any time prior to the deadline and must be submitted in writing.

j. Sub-Consultants

The use of sub-consultants must be clearly explained in the proposal and identified by name. Prime consultants shall be wholly responsible for the entire performance whether or not sub-consultants are used. Substitution of sub-consultants must be approved in writing by the Authority.

k. Best and Final Offer

The Authority reserves the right to request Best and Final Offers from any or all proposers. This will be the only opportunity to amend or modify proposals based on feedback from the Authority. Information from competing proposals will not be disclosed to other proposers prior to submission of a Best and Final Offer.

I. Disclosure of Proposal Contents

All proposals are subject to the provisions of the California Public Records Act, California Government Code section 6250 et seq., and any information submitted with a response is a public record subject to disclosure, unless a specific exemption applies.

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The Respondent hereby agrees to protect, defend, indemnify, and hold the Authority free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Authority arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Authority) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. Respondent agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Respondent. Respondent also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Respondent or the Authority or to enlarge in any way the Respondent's liability but is intended solely to provide for indemnification of the Authority from liability for damages or injuries to third persons or property arising from Respondent's performance pursuant to this contract or agreement.

As used above, the term Authority means the Authority or its officers, agents, employees, and volunteers.

WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to Respondent's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the Authority".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the Authority, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the Respondent.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the Authority upon demand.

GENERAL LIABILITY INSURANCE

Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Respondent, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

Contractual liability insuring the obligations assumed by Respondent in this Agreement.

One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

If Respondent carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal injury Liability of:

→One million dollars (\$1,000,000) each occurrence

→Two million dollars (\$2,000,000) aggregate

If Respondent carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) for Products-Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

Special Claims Made Policy Form Provisions:

Respondent shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of Authority, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) aggregate for Products Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

(2) The insurance coverage provided by Respondent shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the Authority as noted above. In no cases shall the types of policies be different.

Endorsements

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

"The Authority, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

"The insurance provided by the Respondent, including any excess liability or umbrella form coverage, is primary coverage to the Authority with respect to any insurance or self-insurance programs maintained by the Authority and no insurance held or owned by the Authority shall be called upon to contribute to a loss."

"This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the Authority."

AUTOMOBILE LIABILITY INSURANCE

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than \$1,000,000.

If Respondent sub-contracts in support of Respondents work provided for in the agreement,

Professional Liability Insurance for Errors shall be provided by the sub-contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the Respondent shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

ADDITIONAL INSURANCE REQUIREMENTS

Premium Payments - The insurance companies shall have no recourse against the Authority and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The Respondent shall be responsible for all deductibles in all of the Respondent's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

Respondent's Obligations - Respondent's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - Respondent shall furnish the Authority with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Authority before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Respondent's obligation to provide them. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the Respondent to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.