



Request for Proposal (RFP):

Water, Sewer, and Recycled Water Rate Study

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| RFP Issued | September 22, 2023 |
| Deadline for Vendor Questions | October 6, 2023 |
| RFP Submission Deadline | October 13, 2023 |
| Review | October 16-20, 2023 |
| Anticipated Start of Contract | October 30, 2023 |
| RFP Amendments | |
| Date | Description of Amendment |
| | |
| | |

MCWD Contact for the RFP:

Mary Lagasca, CPA

MLagasca@mcwd.org

1.0 INTRODUCTION

The Marina Coast Water District ("District", "MCWD") is requesting proposals from qualified individuals or firms to prepare a comprehensive water, wastewater, and recycled water rate & fee study with a cost allocation plan ("Rate Study"). This Request for Proposals (RFP) is expected to result in a contract (Professional Services Agreement). The selected consultant shall perform the tasks specified in the "Scope of Work" (see Section 5.0) of the RFP.

The consultant is encouraged to suggest additions or modifications to the scope that will enhance or clarify the study and the suggestions should be incorporated into the proposal. s

2.0 PURPOSE OF THE RFP

The Rate Study intends to independently assess the District's existing user rates and other fees charged by the District; and develop a fair and equitable rate that is based on a cost-of-service analysis.

The District wishes to obtain services for a Cost Allocation Plan that will meet the requirements for Title 2, CFR, Part 200, Cost Principles for State, Local, and Indian Tribal Governments, as well as provide an equitable method for distributing indirect costs. Indirect costs must be allocated using a single, transparent method that is fair to all partner agencies and ratepayers.

3.0 BACKGROUND

The Marina Coast Water District provides potable water, recycled water, and wastewater collection services to 38,000 residents through approximately 10,100 connections in and adjacent to the City of Marina and on the former Fort Ord military installation. The District currently pumps all its potable supply, approximately 3,900-acre feet (AF) of water (both Marina and Ord Systems) annually from groundwater wells. The District also conveys an average of approximately two million gallons (MGD) of sewage per day to Monterey One Water (M1 Water) for treatment.

The District assumed responsibility for the operation of the water and wastewater utilities on the former Fort Ord under a water/wastewater facilities agreement dated March 13, 1998. In October 2001, title to the Ord Community facilities was conveyed to the District. Although there are water inter-tie connections between the Marina and Ord systems, the Marina and Ord Community service areas are still maintained as separate operations, with separate financial records and accounts. The District has developed capital improvement programs for both the Marina and Ord Community service areas.

The District last conducted a rate study for its water and wastewater financial plan in 2018, and for recycled water in 2022. Copies of the financial plan and rate studies are available for review on the District's website www.mcwd.org.

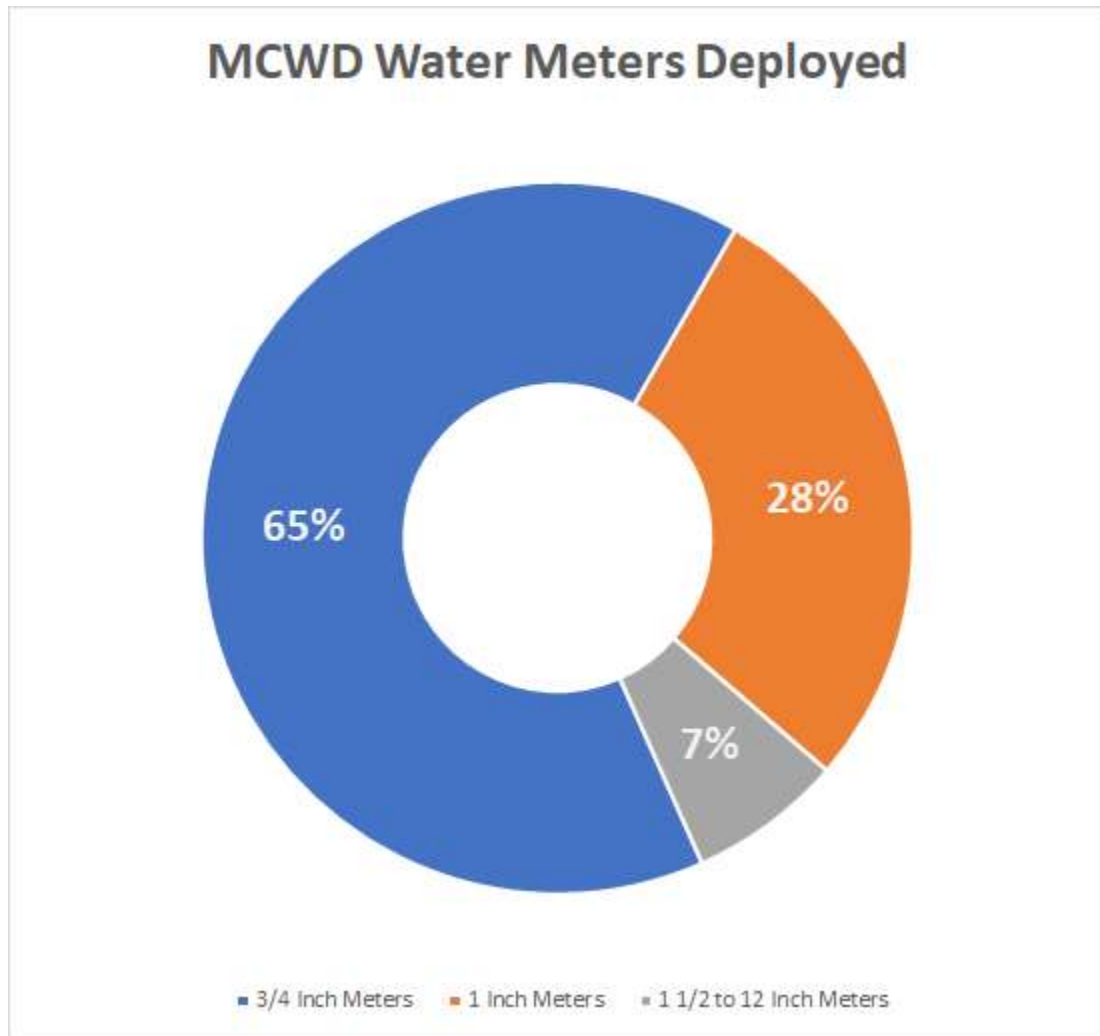
The District's rates and charges are established by its elected Board of Directors and are not subject to review or approval by any other agency; however, the provisions of California

Proposition 218 do apply. Water, wastewater, and recycled water rates and service charges are typically established based upon a recommendation by an independent rate consultant and input from District staff and the Board of Directors.

The District wishes to have a new rate schedule in place by January 1st, 2024. Revenue projections from the proposed rate structure must be sufficient to support the District's financing plan to help fund its Capital Improvement Program (CIP) which includes developing new water supply and major infrastructure upgrades to replace aging wells and infrastructure and improve the distribution system, and robust conservation efforts.

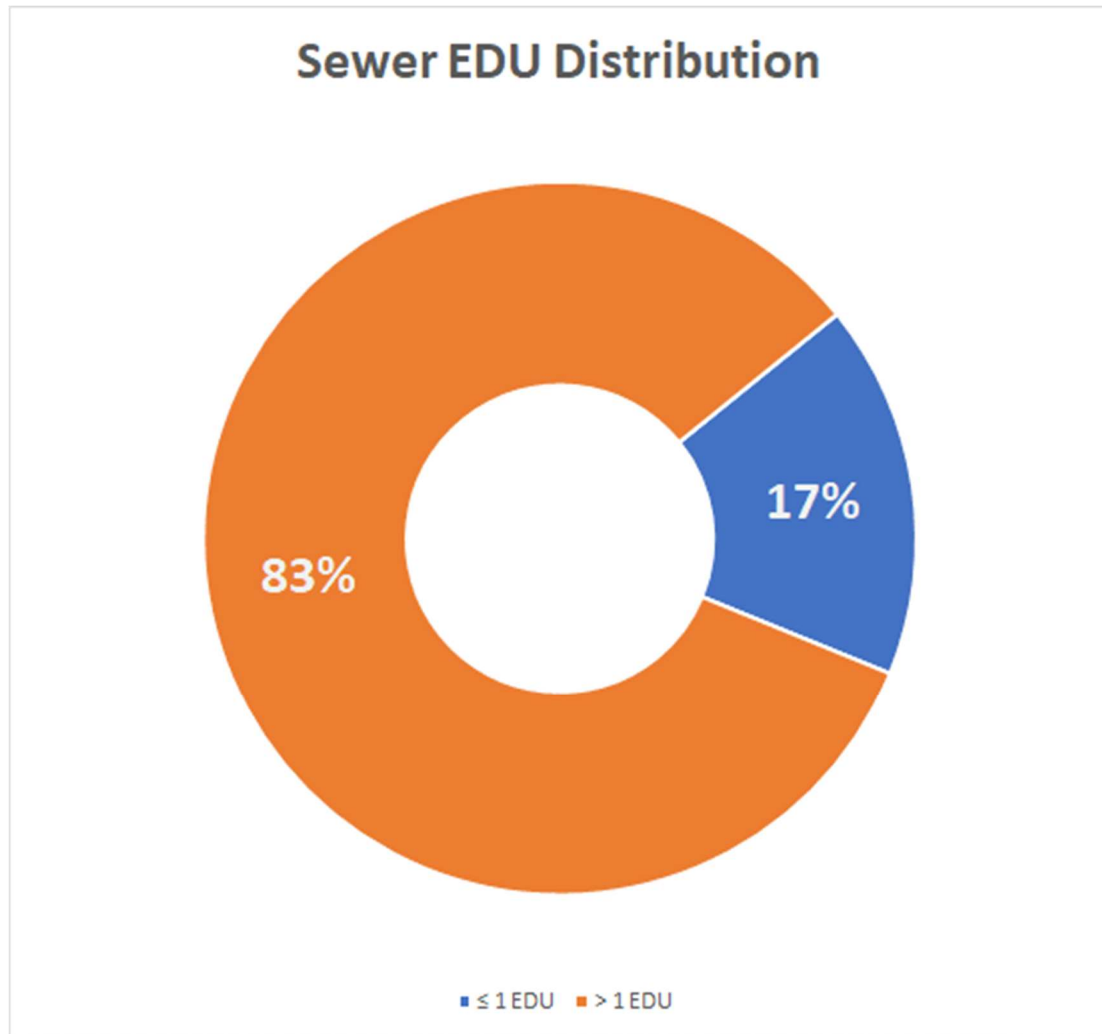
3.1 WATER AND RECYCLED WATER RATES AND CHARGES

District customers currently pay a fixed monthly service charge based on meter size, plus a charge based on metered water use.



3.2 WASTEWATER RATES AND CHARGES

District customers currently pay a monthly sewer collection charge based on the number of Equivalent Dwelling Units (EDU) assessed during the connection application process. The District would like the Rate Study to move from this sewer rate model into a flow-based rate model based on the customer's winter average water consumption.

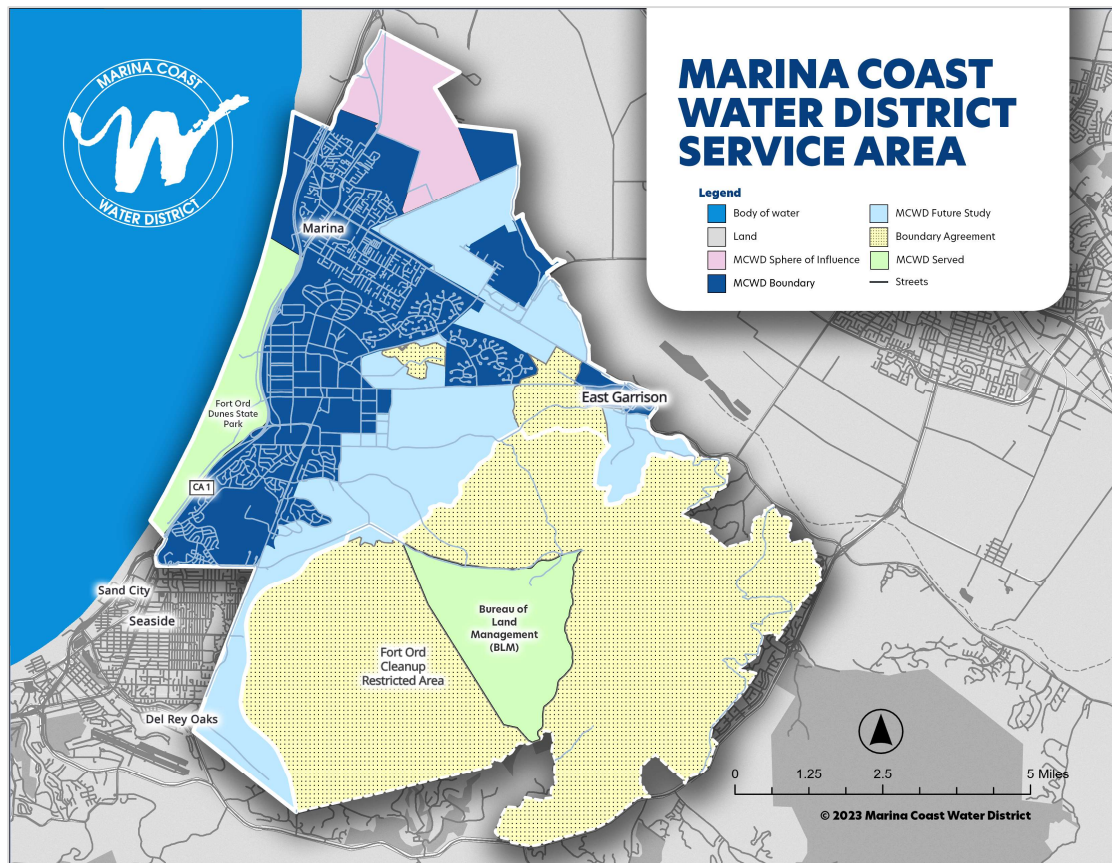


3.3 OTHER CHARGES

District Ord Community customers are also charged surcharge fees for water, wastewater, and recycled water. At current, these charges are based on a flat fixed rate approved by the Board of Directors (BoD). Information about these charges is also available on the MCWD website.

4.0 DISTRICT SERVICE AREA

The District's service covers the City of Marina and the areas within the former Fort Ord. The District also provides service to specific areas, not within its service area boundaries.



5.0 SCOPE OF WORK

5.1 FEE STUDY

1. Review current rates and fees associated with water, wastewater, and recycled water services and propose rates and fees that will ensure recovery of actual costs associated with the services provided.
2. Review the District code and other appropriate laws, as necessary.
3. Review current charges including capacity charges and propose charges that will ensure recovery of actual costs associated with services provided.
4. Identify new and proposed expenses including but not limited to water, wastewater, and recycled water, and propose rates and charges that will ensure recovery of actual costs.
5. Review current debt service and five-year capital improvement projects, and propose a financing action plan for the present, as well as increases in future debt service from financing of capital improvement projects.

6. Provide a comparison of current and proposed water and wastewater rates and capacity charges against surrounding public agency water and wastewater purveyors.
7. Provide a rate model which the District can use for forecasting and planning.
8. The study is to be performed in conformance with the following policy directions:
 - a) Any recommended rate structure shall be based on the cost of service.
 - b) Identify those portions of water, wastewater, and recycled water system revenues that fund water and wastewater system operating and capital costs.
 - c) The study shall recommend a rate structure that considers and makes provisions for the following factors:
 - Current and future cost of providing water, wastewater, and recycled water service by established and anticipated standards and regulations.
 - Projected customer demands for water, wastewater, and recycled water.
 - Availability of supplies, e.g., water and recycled water.
 - Requirements of the District Code, California law, SWRCB revenue program guidelines, and any other guidelines that may apply.
 - Other impacts as identified.
9. The recommended rate structures shall be consistent with industry practice for utility ratemaking in California. The study shall recommend a rate structure based on standard rate practices that meet the required criteria.
 - Provide a comparison of current water and wastewater rates to surrounding public agency water and wastewater purveyors.
 - Recommend and justify any special classes of customers under the recommended rate structure.
 - The recommended rate structure shall result in no decrease in the stability of the revenue stream, as compared to the current structure.
 - The recommended rate structure shall consider the type and amount of reserves appropriate to the District's water and wastewater operations taking into consideration reserves for cash flow, catastrophes, infrastructure replacement, and other appropriate purposes.
 - The recommended rate structure shall be easy to administer and understand.
 - Any proposed rate structure must take into consideration the District's automated billing system capabilities.
 - The recommended rate structure shall be planned for five years.

6.0 STUDY ELEMENTS

In making its rate structure recommendations, the final report shall explicitly include the following elements and analysis:

1. **Current rate structure.** Assess the current rate structure's performance as a baseline for comparing recommended changes.

2. **Equality.** Assess the equity of recommended water, wastewater, and recycled water rates for all types of property ownerships and users.
3. **Revenue Sufficiency.** Assess existing rates and charges and identify other potential expense areas including water, wastewater, recycled water, and any additional collection system maintenance requirements, and recommend changes, if appropriate.
4. **Annual Operating and Capital Replacement Fund Balance Targets.** Recommend reserve levels for operating and capital replacement as well as cash flow and unforeseen events.
5. **Capital Improvement and Increased Debt Service.** Recommend financing action plan to cover existing five-year Capital Improvement Projects and future years included in the District Master Plan document as well as increases in debt service.

7.0 SERVICES TO BE PROVIDED BY CONSULTANT

1. **Review existing rates.** Conduct a detailed review of the existing water rates and status of the general fund and develop a general familiarity with the District's billing system.
2. **Attending Meetings.** Meet or confer with staff as needed and attend two meetings of the Board of Directors to present an interim status of the study and obtain their input, and to present the final draft of the study. Attending one public hearing where the water, wastewater, and recycled rates are considered for adoption.
3. **Conduct Analysis.** Conduct analyses as required to address the scope of work.
4. **Prepare Administrative Draft Report.**
 - a. Prepare administrative draft study report and tentative rate structure for staff review.
 - b. Submit an electronic copy of the draft study.
 - c. Meet with staff to review the administrative draft study report.
5. **Prepare a Preliminary Report.**
 - a. Incorporate changes under comments received from staff during the administrative draft review.
 - b. Prepare a preliminary study report and tentative rate structure.
 - c. Submit one unbound copy, eight bound copies, and one electronic copy.
 - d. Present preliminary report and tentative rate structure to the Board of Directors at a regularly scheduled Board meeting.
6. **Prepare Final Report.**
 - a. Incorporate changes under comments received at the first presentation.
 - b. Submit one unbound copy, eight bound copies, and one electronic copy.
 - c. Present the final report and recommended rate structure to the Board of Directors at a regularly scheduled Board Meeting.
 - d. Attending the public hearing where the water and wastewater rates are considered for adoption.
7. **Time Schedule.** Supply a schedule for developing the preliminary and final reports. The final report shall be delivered to the District within 90 days of the contract date.
8. **Public Relations.** Provide suggestions to the District for ways to obtain understanding and support from our customers should a rate increase be required.

8.0 SERVICES TO BE PROVIDED BY THE DISTRICT

The services to be provided by the District include, but are not necessarily limited to the following:

1. **Furnish Data.** Furnish all reasonably available records and information, including financial reports, budgets, consumption data, meter sizes, and customer billing codes for the existing District customers.
2. **Water, Wastewater, and Recycled Water System's Master Plan.** Provide a loaner copy of the Water, Wastewater, and Recycled Water System's Master Plan.
3. **Capital Improvement Projects.** Provide information on the recent Capital Improvement Project list.
4. **Staff Support.** Provide staff support and assistance as required and agreed to in advance of the study.
5. **Budget and Financial Information.** Provide the District's 2023-2024 Operating and Capital Budgets, the June 30, 2022 Annual Financial Report, and the June 30, 2023 Annual Financial Report as it becomes available.

9.0 PROPOSAL FORMAT AND CONTENT

So that competing proposals can be compared equally, consultants must assemble their proposals in strict adherence to the layout requirements. Failure to follow all proposal layout requirements may result in disqualification of your proposal for being non-responsive. All questions should be in writing and directed to Mary Lagasca, Director for Administrative Services and Finance.

The signature of an authorized representative must appear on the cover sheet of the proposal. The signature shall be interpreted to indicate the firm's/consultant's willingness to comply with all the terms and conditions outlined in this solicitation unless specific written exceptions are noted.

Proposals should be brief and concise, devoid of extraneous material and promotional information. They should be in sufficient detail to allow a thorough evaluation of the plan of work and its correlated costs. The proposal must be assembled in the following order, with tabs separating each section:

1. A description of the organization's professional qualifications.
2. A statement indicating the number of employees, by level, who will perform the study.
3. A resume for each employee who will be assigned to the District's rate study, including:
 - a. Name of individual.
 - b. Education/professional credentials.
 - c. Experience with utility rate studies and water capacity charges.
 - d. Hourly rates to be charged for each employee.
 - e. Amount of time each employee will dedicate to this study; and
 - f. Their position/role for this study.
4. A separate listing of current and prior water rate structure and water capacity charge clients indicating the following:
 - a) Types of services performed; and
 - b) Names, addresses, and telephone numbers of the individuals who may be contacted by District staff as references.

5. Indicate availability to proceed with work on or about (Date) October 30, 2023, and include a tentative schedule for completing the studies.
6. A written work plan outlining in detail how the consultant proposes to perform the study requested and any information about any area of a water rate or water capacity charge study which is customarily reviewed during such a study which has not been mentioned in the “Scope of Services” section of the RFP.
7. In a separate sealed envelope, provide a not-to-exceed cost estimate adequate to cover the scope of the project. The cost estimate should be itemized by task and include a list of charge-out rates related to the names of key personnel to be used by the firm during this project. Include time, materials, travel, and other expenses that may be associated with the duties and obligations under this Request for Proposal. All costs must be identified. This process is not considered a bid, nor will the cost alone decide who is selected. A requested payment schedule should accompany the work schedule.

10.0 EVALUATION PROCESS AND SELECTION CRITERIA

The District will review all submittals and make a recommendation based on the established evaluation criteria. After the proposals have been evaluated, the highest-ranked Firms will be interviewed. All firms submitting a proposal will be notified in writing as to their status in the selection process.

The criteria for selection will be based on, but not limited to, the following:

1. The firm’s experience and capability to complete all aspects of the work, stability, and past performance on similar projects,
2. Experience and qualifications of personnel assigned to this project and their availability.
3. References from clients with similar projects,
4. The quality of the proposed project approach, scope, manner, and thoroughness in which it is presented in the proposal,
5. The availability of the firm/consultant during the project period, and
6. Price proposal (including expenses) that assumes up to five meetings with District staff and three meetings with the Board (two during conceptual development and one with final recommendation) and participation in a public hearing.

Although interviews will not be required as a condition of submitting a proposal, the District also reserves the right to:

1. Request clarification or additional information from any proposing firm at any time,
2. Waive immaterial defects or minor irregularities in a proposing firm’s responses to this request for proposal,
3. Suspend or reopen the request for proposals process, and
4. Reject any or all responses and terminate the request for proposals process at any time.

Final selection will be made based on both the written proposals and the interview. Information contained in the cost envelope will be secondary and will be opened after the proposals have been reviewed; how that information is used is at the discretion of the District.

Selection is contingent upon final negotiation of a mutually agreed upon Professional Services Agreement approved by the Board of Directors of Marina Coast Water District.

11.0 GENERAL REQUIREMENTS

The General Requirements are terms and conditions to be included in the Professional Services Agreement that the District expects the chosen Proposer to meet. By proposing, the Proposer agrees to be bound by these requirements unless otherwise noted in the Proposal. The Proposer may suggest alternative language to any section. Some negotiation is possible to accommodate the Proposer's suggestions.

12.0 DISCRETION AND LIABILITY WAIVER

The District reserves the right to reject all proposals or to request and obtain from one or more of the firms submitting proposals, supplementary information as may be necessary for District staff to analyze the proposals under the consultant selection criteria.

The District is not liable for costs incurred by the firm for the cost of the proposal. The firm, by submitting a response to this RFP, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFP.

All cost proposals shall be binding for 90 days after the submission deadline. The District also reserves the following rights and options concerning this RFP:

1. To re-issue this RFP with or without change or modification, at any time before the District executed a Professional Services Agreement under this RFP,
2. To cancel this RFP with or without issuing another request for proposals,
3. To supplement, amend, substitute, or otherwise modify this RFP at any time before the District executes a Professional Services Agreement under this RFP,
4. To waive informality, defect, non-responsiveness, and/or deviation from this RFP that is not, in the District's sole judgment, material to the proposal,
5. To request modification of some or all the proposals following evaluation by the District.
6. To request clarifications of any proposals,
7. To negotiate simultaneously, or otherwise, with one or more Respondents,
8. To discontinue and resume negotiations with one or more Respondents,
9. The District reserves the right to contract for a project that is not the lowest in price provided that, in the sole judgment of MCWD, the project offered under the higher bid has additional value or function that justifies the price difference, and
10. All proposals should be considered confidential and will become the sole property of MCWD and will not be returned to the respondents.

13.0 INSURANCE REQUIREMENTS

The chosen firm/consultant will be required to maintain insurance coverage throughout the Professional Services Agreement and shall provide the District with evidence of said coverage as outlined in the Professional Services Agreement.

14.0 RFP TIMELINE

This section provides a schedule of the critical RFP events and dates. Respondents should carefully examine and make certain they have a clear understanding of the requirements of the

specified project milestones and the associated dates. Note that MCWD reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

| Date | Event |
|-------------------------------|-------|
| RFP Issued | TBD |
| On-site Assessment | TBD |
| Deadline for Vendor Questions | TBD |
| RFP Submission Deadline | TBD |
| Review | TBD |
| Anticipated Start of Contract | TBD |

15.0 PROPOSAL SUBMISSION

Submit one (1) proposal marked “original” and three (3) additional printed copies, for a total of four (4) complete sets to:

Marina Coast Water District (MCWD)

ATTN: Mary Lagasca
920 2nd Avenue Suite A
Marina CA 93933

Proposal Due Date: TBD, by 5 PM (Pacific Time). No Exceptions.

Mark outside of the envelope: **Water, Sewer, and Recycled Water Rate Study**

While it is not required that you respond using a special mailing service, we recommend that you do so for your records. MCWD will not be responsible for accepting late proposals. Do not send a copy of your response or questions to any other MCWD employee.

Likewise, the information in this RFP should not be discussed or shared with any other business, firm, professional, or personal contacts. Failure to comply with this request can result in the automatic termination of your invitation to submit your RFP response.

16.0 MCWD-SPECIFIC QUESTIONS AND ANSWERS

Please e-mail any questions that you may have about this RFP to MLagasca@mcwd.org with the subject line “Water, Sewer, and Recycled Water Rate Study RFP”.

17.0 ADMINISTRATIVE AND OFFEROR INFORMATION

17.1 Proposal Opening, Evaluation, and Award

There is no public opening. The names of each proposer will be posted on the district website. Proposals will be examined after opening and will be evaluated based on the evaluation criteria. The individual or firm selected for the award will be chosen based on the apparent greatest benefit to the district and not necessarily based on the lowest price. MCWD reserves the right to make multiple awards if deemed in the best interest of the district. No proposal may be withdrawn for fifteen (15) calendar days of the Proposal Opening date. MCWD reserves the right

to award the contract to the next most qualified consulting individual or firm if the selected firm does not draw up a contract within fifteen (15) days after the award of the proposal.

17.2 Proposer Qualifications

If requested, proposers shall be required to submit satisfactory evidence that they have practical knowledge of the supply or service bid upon and that they have the necessary financial resources to provide the proposed supply or service.

17.3 No Commitment by MCWD

This Request for Proposals does not commit MCWD to award any costs or pay any costs, to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies. In acceptance of proposals, the MCWD reserves the right to negotiate further with one or more of the contractors as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the district. This includes solicitation of a best and final offer from one or more of the proposers.

17.4 Laws and Regulations

All applicable State of California and Federal laws, City and County ordinances, licenses, and regulations shall apply to the award throughout, and herein incorporated here by reference.

17.5 Subcontracting

No portion of this proposal may be subcontracted without the prior written approval of MCWD.

17.6 Sales Prohibited / Conflict of Interest

No officer, employee, or member of the MCWD Board shall have a financial interest in the sale to the district of any real or personal property, equipment, material, supplies, or services—where such officer or employee exercises (directly or indirectly) any decision-making authority concerning such sale or has any supervisory authority over the services to be rendered. Soliciting or accepting any gift, gratuity favor, entertainment, kickback, or any item of monetary value from any person who has or is seeking to do business with MCWD is prohibited.

17.7 Modification of Agreement

No modification of the award shall be binding upon MCWD unless made in writing and signed by authorized agents of both parties.

17.8 Cancellation

Either party may cancel the award if a petition—either voluntary or involuntary—is filed to declare the other party bankrupt or insolvent, or if such party makes an assignment for the benefit of creditors.

17.9 Termination of Award for Cause

If through any cause the successful proposer shall fail to fulfill in a timely and proper manner its obligations, or if the successful proposer shall violate any of the covenants, agreements, or stipulations of the award, MCWD shall thereupon have the right to terminate the award by giving written notice to the successful proposer of such termination—specifying the effective

date of termination. In that event, all finished or unfinished services, reports, or other materials prepared by the successful proposer shall—at the option of the district—become its property, and the successful proposer shall be entitled to receive just, equitable compensation for any satisfactory work completed, or prepared documents/materials furnished.

Notwithstanding the above, the successful proposer shall not be relieved of liability to MCWD for damage sustained by the district by a breach of the award by the successful proposer, and the district may withhold any payments to the successful vendor for a set-off until the exact amount of damages due the district from the successful proposer is determined.

17.10 Termination of Award for Convenience

MCWD may terminate the award at any time by giving written notice to the successful vendor of such termination (specifying the effective date thereof) at least thirty (30) working days before the effective date of such termination. In that event all finished or unfinished services, reports, and materials(s) prepared or furnished by the successful proposer under the award shall—at the option of the district—become its property. If the award is terminated by MCWD as provided herein, the successful vendor will be paid an amount that bears the same ratio to the total compensation as the services performed or material compensation previously made. If the award is terminated due to the fault of the successful proposer, termination of the award for cause relative to termination shall apply.

17.11 Equal Opportunity

The successful individual or firm will agree not to refuse to hire, discharge, promote, demote, or otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry, or physical handicap.

It shall be a condition that any individual, firm, or corporation supplying goods or services must follow the appropriate areas of the Americans with Disabilities Act of 1990 as enacted, and from time to time amended, and any other applicable Federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be required, upon request, by the district.

17.12 Disadvantage Business Enterprises

Disadvantaged business enterprises are afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

17.13 Common Language

Unless otherwise specified in this document, all words shall have a common language unless the context in which they are used requires a different meaning. Words in the singular number include the plural, and in the plural include the singular. Additionally, words in the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender. The words “firm,” “bidder,” “vendor,” “contractor,” “consultant,” and “proposer” refer to any person, partnership, corporation, or other entity.

17.14 Proprietary Information

The evaluation team will hold information provided by proposers during the RFP process in confidence until the date of an award. After that date, proposals will become public records. Proposers may request parts of their proposals to remain confidential and shall indicate as such in the proposal and on the appropriate proprietary or financial pages.

All information included in any proprietary proposal must be marked. MCWD shall be held harmless from any claims arising from the release of proprietary information not designated as such by the proposing firm. An entire proposal shall not be considered proprietary.

17.15 Competitiveness and Integrity

The Director for Administrative Services and Finance maintains control of its internal and third-party communications during the procurement process to prevent biased evaluations and compromises of confidential information, and to preserve the competitiveness and integrity of such procurement efforts. Proposers should not disclose their pricing to any employees of the district other than the contract representative. Attempts by proposers to establish informal communication channels regarding this procurement will be viewed negatively and shall result in the rejection of the offending firm's offer.

17.16 Proposal Format

All responses to this Request for Proposal shall use the respondent's format, except for those pages that have blanks to be filled in by the respondent, or those pages marked for return with the proposal. A proposal can be rejected by MCWD if the submitting firm fails to fill in all blanks for evaluation of the proposal or fails to answer all questions. The proposal should be submitted initially on the most favorable terms. All proposals shall be prepared in a comprehensive manner as to content; however, no necessity exists for expensive binders or promotional materials. All costs—including travel and expenses incurred in the preparation of this proposal—shall be borne solely by the proposer.

17.17 Governing Laws

The laws of the State of California shall govern any contract executed between the successful contractor and MCWD. Further, the place of performance and transaction of business shall be deemed to be in the County of Monterey, State of California. In the event of litigation between the parties concerning this RFP, the exclusive venue and place of jurisdiction is the state courts of California, sitting in Monterey County.

17.18 Taxes and Licenses by the Awarded Contractor

The contractor shall promptly pay—when they are due—all taxes, excises, license fees, and permit fees of whatever nature applicable to work which it performs under this agreement and shall take out and keep current all required municipal, County, State or Federal licenses required to perform this work. Additionally, the contractor shall furnish —upon request—duplicate receipts or other satisfactory evidence showing or certifying the proper payment of all required licenses and taxes. The individual or firm shall promptly pay—when due—all bills, debts, and obligations it incurs performing work under this agreement, and allow no lien, mortgage, judgment, or execution to be filed against land, facilities, or improvements owned by the district.

17.19 Ownership of Contract Products

All products produced from the awarded contract shall be the sole property of MCWD.

17.20 Indemnification

The consultant agrees to indemnify, defend, and hold MCWD and its agents, officials, officers, and employees harmless for, from, and against any claims, suits, expenses, damages, or other liabilities including reasonable attorney fees and court costs arising out of damage or injury to persons, entities, or property causes or sustained by any person or persons to the extent caused by the negligent performance or failure of the consultant to provide services under the terms of this agreement.

17.21 Independent Contractor

The consulting firm is an independent contractor. Notwithstanding any provision appearing in this RFP, all personnel assigned by the firm to perform work under the terms of this RFP and any subsequent agreement shall be—and always remain—employees or agents of the firm for all purposes. The firm shall make no representation that it is an employee of MCWD for any reason.

17.22 Due Diligence

Due care and diligence have been used in the preparation of this information and it is believed to be substantially correct. The responsibility, however, for determining the full extent of the exposure and the verification of all information shall rest solely with the proposer. MCWD is not responsible for any errors or omissions in the specification, or for the failure on the part of the proposer in determining the full extent of exposure.

17.23 Severability

If any of the provisions set in this RFP is found to be illegal or unenforceable, the Agreement created from this RFP shall remain in full force and effect and that term or provision shall be deemed stricken.