**REQUEST FOR PROPOSAL (RFP)**

**For**

**Water Treatment Plant Operations and Water Distribution Line Maintenance**

**Christian Valley Park Community Services District**

**Publish Date:**

**RFP Due Date:**

Christian Valley Park Community Service District (CVPCSD) is requesting submittals for Water Treatment Plant Facility Operations and Maintenance. Attached is a list of information that should be included in your proposal. It is our intention to review the Proposals and directly select a firm for the work. Your Proposal should be received no later that **DATE HERE**. Statements received after this deadline will not be considered.

**SUMMARY OF SPECIFICATIONS:**

The intent is to conduct the operations and maintenance of the CVPCSD Water Treatment plant and repair and maintain water line maintenance (leaks and exercising valves as needed). In particular, CVPCSD is seeking an entity with demonstrated expertise and competence in both maintenance and operations of the Watet Treatment Plant and will be able to repair leaks in the water main. CVPCSD has been providing potable water to the 628 residents since the early 1960’s. The water lines are roughly that old. The Water Treatment Plant has/will have two newly built above ground water storage tanks.

**PROPOSAL TERMS AND REQUIREMENTS**

Proposals should be prepared simply and economically providing a straightforward, concise description of the Respondent’s ability to meet the requirements of the RFP. The proposal shall be no more than 30 pages total in length. Fee Proposals must be submitted in separate document.

Proposals will be received via email to don@christianvalley.org until DATE AND TIME, at which time proposals will be publicly-opened, read and evaluated by the CVPCSD Board of Directors.

CVPCSD reserves the right to reject any and all proposals, to waive or not waive informalities or irregularities in the response procedures, and to accept or further negotiate cost, terms, or conditions of any proposal determined by CVPCSD to be in the best interest of the District. All agreements resulting from negotiations that differ from what is represented within the RFP or in the Respondent’s response shall be documented and included as part of the final contract.

## SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system, described in Section 3. The evaluation will be completed by a Selection Committee composed of staff members from various units of CVPCSD. At the initial evaluation, the fee proposals will not be reviewed. The initial evaluation is to determine which, if any, Respondents are to be interviewed. Respondent fee proposals will only be opened for Respondents selected for interview, if the District elects to conduct interviews. If CVPCSD elects to interview Respondents, during interviews, selected Respondent(s) will have the opportunity to discuss in more detail their qualifications, experience, proposed work plan, and fee proposal during the interview process. CVPCSD further reserves the right to interview the key personnel anticipated to be assigned if the firm is selected. To decide the most qualified, capable and cost-effective Respondent, the Selection Committee will evaluate the proposal(s) and interview(s) using the point system described in Section 3 of this RFP.

## INTERVIEW

CVPCSD has the right to request interviews with selected Respondents when necessary. The selected Respondents will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal. The interview must include the project team members expected to complete a majority of work, but no more than 4 members total. The interview shall consist of a presentation by the Respondent, including the person who will be the Operations Manager on this Contract, followed by questions and answers. Audiovisual aids may be used during the oral interviews. The oral interviews may be recorded on tape by the District’s Evaluation Team.

If the District chooses to interview any respondents, the interviews will be held between **DATES**.

**SECTION II**

**BACKGROUND AND SCOPE OF WORK**

1. **BACKGROUND**

**B. SCOPE OF WORK**

a. The Client shall perform the Work, which consists of the following two components: (i) providing all labor, equipment, material and supplies required or necessary to perform operations and maintenance of the District’s water system, including without limitation treating raw water received from PCWA, operating the water storage tanks and distribution system, performing routine maintenance of the treatment plant (**The Water Treatment Plant is rated at a T3**), tanks, distribution system (**The Distribution System is rated at a T2**) and other CVPCSD facilities, preparing and filing required reports with California Department of Public Health and other regulatory authorities having jurisdiction over the Client’s water system, including providing a status report and recommendations on water supply and water system issues (“Routine Work”); and (ii) performing non-routine operations and maintenance services as approved by CVPCSD and agreed to by the Client, including without limitation, installing new service connections, providing cross-connection control services, and repairing damaged or obsolete pipes, valves and other appurtenances owned and operated by the CVPCSD, responding to customers complaints and leaks (“Special Work”).

b. The Client will perform all Routine Work in accordance with the terms and conditions of this Agreement. The Work that constitutes Routine Work is specified in the schedule attached to and made a part of this Agreement as Exhibit A.

c. If CVPCSD requests that the Client perform Special Work, which for purposes of this Agreement shall be any Work not described in the Schedule of Routine Work attached hereto as Exhibit A, then the Client shall perform such Special Work in accordance with a scope of work for the specific services requested by the CVPCSD. All Special Work shall be completed on a time and expense basis. The Client shall maintain ‘job reports’ which document work, equipment and material used during the course of the work. When reasonably possible, the Client shall provide a budget estimate to complete the work prior to starting the work.

d. The Client shall: (a) provide all labor, equipment, material and supplies required or necessary to properly, competently, and completely perform all Routine and Special Work under this Agreement. The Client shall properly, competently, and completely perform all Work under this Agreement in a manner commensurate with prevailing professional standards of qualified and experienced personnel in The Client’s field. The Client shall determine the methods, details and means of doing all Work. It is understood that the Client will be responsible for the Water Treatment Plant and the Distribution System 24/7/365 – meaning every day, all hours, all after hours, and everyday of the year. It is not normal for the operator to respond on after-hour emergencies, but an operator needs to be available to address any problems which may arise 24/7/365. The Client will need to provide personnel and equipment for all after hour emergencies as well as be able to handle any problems which may arise during the normal work hours.

e. Instances when Special Work is sub-contracted out due to the nature of the work requiring specialized equipment, skills or additional labor not within the Client’s ability, The Client will arrange for such sub-contractors and depending on the nature of the work, sub-contract with the contractor, or manage said contractor which will contract directly with the CVPCSD under a separate contract.

f. The Client shall not perform any Work on the customer’s side of a service connection or at the request of a customer that is chargeable to the CVPCSD, unless such Work is authorized in advance and in writing by CVPCSD. It shall be the Client’s sole responsibility to collect any charges for Work performed at a customer’s request or on the customer’s side of a service connection that is not authorized in writing by the CVPCSD.

g. All personnel used by the Client for the Work shall be well qualified and acceptable to CVPCSD. The Client shall notify CVPCSD in writing promptly of its objection to any person employed on the Work and the Client shall remove such person from the Work as soon as reasonably possibly without jeopardizing completion of the current and ongoing Work. The objectionable employee shall be removed from CVPCSD related work within 72 hours. The employee shall be removed from further work with the CVPCSD permanently unless otherwise agreed by the CVPCSD in writing. Such a discharge requested by the CVPCSD shall not be the basis for any claim for compensation or damages by the Client.

**2. Compensation.**

a. In exchange for performing the Routine and any Special Work, CVPCSD shall pay to the Client the appropriate fees and charges provided in the Client’s rate schedule.

b. CVPCSD shall not pay the Client compensation for claims of extra or additional work or services unless approved in advance in writing by CVPCSD, except for emergency Special Work. The Client’s fees and charges for all Work rate schedule shall include all of the Client’s costs and expenses due for any item of Work performed.

c. At the end of each month in which any Work is performed, the Client shall submit to the CVPCSD an invoice for Work performed during the preceding month. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), and an itemization of any reimbursable expenses. If the Work is satisfactorily completed and the invoice is accurately computed, CVPCSD shall pay the invoice within 30 days of its receipt. Nothing in this paragraph limits the parties’ discretion to agree to a different method of payment in a written task order.

**4. Term and Termination.** This Agreement shall take effect on the above date and continue in effect until terminated by the CVPCSD or the Client upon 60 days advance written notice to the other party as provided in Section 17 hereof. In the event of such termination, the Client shall be fairly compensated for all work performed to the date of termination as calculated by CVPCSD based on the above fee and payment provisions. Compensation under this section shall not include any cancellation or demobilization charges or lost profit associated with the expected completion of any Work or other such similar payments relating to the Client’s claimed benefit of the bargain.

**5. Professional Skill of The Client.**

a.The Client represents that it is specially trained and experienced, and possesses the skill, ability, knowledge, and certification, to competently perform all Work provided by this Agreement. CVPCSD has relied upon the Client’s training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by the Client shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily expected of competent professionals in the Client’s field. The rating of the Water Treatment Plant is T3 and the rating of the Distribution System is T2.

b. The Client may from time to time recommend changes or improvements intended to improve treatment plant and distribution system performance and/or reliability. The Client cannot be held liable for treatment plant or distribution system performance or its possible consequences if recommended improvements are not approved and implemented by CVPCSD.

**6. Compliance with Laws.**

a. The Client shall perform the Work in compliance with all applicable federal, state and local laws and regulations. The Client also shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work.

b.The Client may perform some of the Work pursuant to funding provided to CVPCSD by various federal and state grant and loan agreements (the “Grant and Loan Agreements”). For any such Work, the Client agrees to determine, comply with and be subject to the Grant and Loan Agreement provisions that apply to CVPCSD's contractors and consultants to the extent that the CVPCSD discloses such Grant and Loan Agreement provisions to the Client, including without limitation, provisions concerning record keeping, records retention, records inspection, audits, state or federal government’s right to inspect the Client’s work, nondiscrimination, workers’ compensation insurance, drug-free workplace certification, and, compliance with the Americans with Disabilities Act.

**7. Conflict of Interest.** The Client, including its principals, associates and professional employees, represents and acknowledges that: (a) it does not now and shall not acquire any direct or indirect investment, interest in real property or source of income covered by this Agreement or that would be affected in any manner or degree by the performance of the Client’s services under this Agreement; and (b) no person having any such interest shall perform any portion of the Work. The Client acknowledges that one or more of its officers and employees may be a designated employee within the meaning of the Political Reform Act and CVPCSD’s conflict of interest code because the Client will perform some or all of the Work under the control and direction of CVPCSD or a CVPCSD official, and that the Client may possess some authority with respect to CVPCSD decisions related or connected to the operation and maintenance of the CVPCSD water system. CVPCSD shall provide the Client with a copy of its current conflict of interest code and the Client shall be solely responsible for determining if one or more of its officers and employees are filing officials within the meaning of CVPCSD’s code.

**8. The Client Records.**

a. The Client shall keep and maintain all reports, regulatory filings, test results, ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and fees and charges for services, expenditures and disbursements charged to CVPCSD for a minimum period of four years (or for any longer period required by law) from the date this Agreement is terminated to the Client for Work performed under this Agreement. CVPCSD may inspect and audit such books and records, including source documents, to verify all Work performed and all related charges, payments and reimbursable costs under this Agreement. The Client shall be compensated for time and expenses related to any work related to said inspections and audits according to the rates for administrative services and materials and supplies provided in **Exhibit C**; provided that if such work occurs more than one year after, the rates in **Exhibit C** will be adjusted at 3-percent for each year up to a maximum of 15-percent.

b. In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the State Auditor General for three years following final payment under the Agreement. The Client shall be compensated for time and expenses related to any work related to said inspections and audits according to the rates for administrative services and materials and supplies provided in **Exhibit C**; provided that if such work occurs more than one year after termination of this Agreement, the rates in **Exhibit C** will be adjusted at 3-percent for each year up to a maximum of 15-percent.

**9. Ownership of Documents.** Every report, test result, regulatory filing, map, study, spreadsheet, worksheet, plan, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, GIS data file, computer software and any other document or thing prepared by the Client under this Agreement (“Work Product”) shall be the property of CVPCSD, and CVPCSD shall have the right to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to the Client or any other party. The Client may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that the Client shall not provide any Work Product to any third party without CVPCSD’s prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, the Client may copyright the same, except that, as to any Work Product that is copyrighted by the Client, CVPCSD reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If CVPCSD reuses or modifies any Work Product for a use or purpose other than that intended under this Agreement, then CVPCSD shall hold the Client harmless against all claims, damages, losses and expenses arising from such reuse or modification. For Work Product provided to CVPCSD in paper format, upon request by CVPCSD, the Client agrees to provide the Work Product to CVPCSD in an appropriate and usable electronic format (e.g., Word document, Excel spreadsheet, Adobe pdf, AutoCAD file), subject to CVPCSD compensating the Client for time and expenses according to the rates for administrative services and materials and supplies provided in **Exhibit C** for providing any such electronic Work Product.

**10. Insurance Coverage Provided by The Client.**

a. The Client, at its sole cost and expense, shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

Type Limits Scope

General liability $1,000,000 per occurrence at least as broad as ISO CG 0001 & $2,000,000 aggregate

Automobile liability $2,000,000 per occurrence at least as broad as ISO CA 0001 (Code 1, any auto) Workers' compensation Statutory limits

 b. The general liability, auto, and property and casualty policies will be endorsed to name CVPCSD, and its directors, officers, employees, authorized volunteers, and agents as additional insureds regarding liability arising out of this Agreement. The Client shall provide all applicable certificates of insurance and additional insured endorsements to CVPCSD within ten days after execution of this Agreement. The policies shall contain no special limitations on the scope of protection afforded to CVPCSD, and its directors, officers, employees, authorized volunteers, and agents within the scope of risks arising from or related to the work performed. Each insurance policy will provide that coverage will not be canceled, except after 30 days’ prior written notice to CVPCSD (10 days for non-payment of premium and fraud). The worker’s compensation policy will be endorsed to include a waiver of subrogation against CVPCSD and its directors, officers, employees, volunteers, and agents.

 c. The Client’s coverage will be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. CVPCSD’s insurance or self-insurance, if any, will be excess and will not contribute with the Client's insurance.

 d. Insurance is to be written on policy forms acceptable to CVPCSD and be placed with insurers with a current A.M. Best's rating of A:VII or better unless otherwise acceptable upon notice to and acceptance by CVPCSD.

 e. Upon execution of this Agreement and annually thereafter, the Client will provide to CVPCSD the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf the insurer(s), and certifying the additional insured coverage.

f. The requirements as to the types, limits, and CVPCSD approval of insurance coverage to be maintained by the Client are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Client under this Agreement. In addition, in the event any change is made in the insurance carrier, policies or nature of coverage required under this Agreement, The Client shall notify CVPCSD prior to making such changes.

g. The Client shall ensure that all required insurance coverages are maintained throughout the term of this Agreement. If any of the required coverages expire during the term of this Agreement, the Client shall deliver renewal certificates and any required endorsements to CVPCSD at least 10 days before the expiration date.

 h. The Client must declare any deductible or self-insured retention and such must be approved by CVPCSD. At CVPCSD sole option, the Client may be required to either reduce or eliminate such deductibles or self-insured retentions.

**11. Indemnification and Hold Harmless.**

a. To thefullest extent permitted by law, the Client shall indemnify, defend (with counsel mutually agreed upon) and hold harmless CVPCSD, and its directors, officers, employees, volunteers from and against any and all suits, actions, judgments, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, reasonable attorney’s fees, fines, penalties, losses, costs and expenses regardless of nature or type (“claims” or “claim”), arising out of, pertaining to or in any way connected with the negligence, recklessness or willful misconduct of the Client or arising out of or in any way related to the negligence, recklessness or willful misconduct of the Client or its employees, agents, or subcontractors, or the agent, employee or subcontractor of any one of them, in the performance of their duties or in their operations under this Agreement, except where caused by the negligence or willful misconduct of CVPCSD or as otherwise provided or limited by law. The provisions of this indemnification provision shall survive the completion of the services under, or the termination of, this Agreement. Submission of insurance certificates or submission of other proof of compliance with the insurance requirements in this Agreement does not relieve the Client or CVPCSD from liability under this indemnification and hold harmless provision. The obligations of this indemnity provision shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

b. To thefullest extent permitted by law, CVPCSD shall indemnify, defend (with counsel mutually agreed upon) and hold harmless the Client, and its directors, officers, employees, subcontractors from and against any and all suits, actions, judgments, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, reasonable attorney’s fees, fines, penalties, losses, costs and expenses regardless of nature or type (“claims” or “claim”), arising out of, pertaining to or in any way connected with the negligence, recklessness or willful misconduct of CVPCSD or arising out of or in any way related to the negligence, recklessness or willful misconduct of CVPCSD or its employees, agents, or subcontractors, or the agent, employee or subcontractor of any one of them, in the performance of their duties or in their operations under this Agreement, except where caused by the negligence or willful misconduct of the Client or as otherwise provided or limited by law. CVPCSD specifically acknowledges that equipment and pipeline failures within CVPCSD’s system are likely to occur in the future and that this indemnity provision is specifically intended to protect the Client from liability for damage or injury caused by such facilities failures, except to the extent that any such failure results from the negligence or willful misconduct of the Client.

**12. Entire Agreement.** This Agreement and the attached exhibits represent the sole, final, complete, exclusive, and integrated expression and statement of the terms of the agreement between the parties concerning the Work. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement. There are no written or oral agreements, conditions, representations, warranties, or promises with respect to the subject matter of this Agreement except those contained in or referred to in this writing.

**13. Independent Contractor.** It is expressly understood and agreed by the parties that the Client's relationship to CVPCSD is that of an independent contractor. All persons hired by the Client and performing the Work shall be the Client's employees or agents. CVPCSD shall not be obligated in any way to pay any wages or other claims by any such employees or agents or any other person by reason of this Agreement. The Client shall be solely liable to such employees and agents for losses, costs, damages, or injuries by said employees or agents during the course of the Work.

**14. Successors and Assignment.** This Agreement shall be binding on, and inure to the benefit of, the heirs, successors, executors, administrators, and assigns of the parties; however, the Client agrees that it will not assign, transfer, convey, or otherwise dispose of this Agreement or any part thereof, or its rights, title or interest therein, or its power to execute the same without the prior written consent of CVPCSD.

**15. No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by CVPCSD to the Client shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

**16. Notices.** Any notice or other communication required or permitted to be given under this Agreement will be in writing and will be deemed to be properly given if delivered, mailed or sent by facsimile or e-mail in the manner provided in this paragraph, to the following persons:

|  |  |  |
| --- | --- | --- |
| CLIENT |  | The Client Inc. |
| Attn: XXXX |  | Attn: |
| Address |  |  |
| City |  |  |
| Fax |  | Fax: |
| Email |  | E-mail:  |

If sent by mail, any notice or other communication will be effective or deemed to have been given three days after it has been deposited in the United States mail, with postage prepaid, and addressed as set forth above. If sent by facsimile or e-mail, any notice or other communication will be deemed to have been given only after it has been confirmed in writing by the other party as received. If delivered personally or by overnight delivery service, any such notice or other communication will be deemed to have been given on the date of delivery. Either party may change that party's address or contact person by giving written notice of the change to the other party in the manner provided in this paragraph.

**17. Subcontractors.** No subcontract shall be awarded, nor any outside contractor engaged by the Client without CVPCSD’s prior written approval. Any approved subcontractor shall be covered by the Client's insurance in accordance with the insurance requirements of paragraphs 10 and 11 of this Agreement or such subcontractor services will be subject to a separate agreement between CVPCSD and the subcontractor.

**18. Interpretation.** CVPCSD and the Client each had the opportunity to consult independent counsel in the negotiation and execution of this Agreement. For the purposes of interpretation of this Agreement, neither party will be deemed to have been its drafter.

**19. Licensing.** The Client represents that it has sufficient personnel certified by the California Department of Public Health to act both as Chief Operator and Shift Operator of CVPCSD’s water treatment and distribution systems. The Client warrants that all of the above certifications and licenses are in good standing and will be kept in good standing during the term of this Agreement.

EXHIBIT A

SCOPE OF WORK (Daily)

Christian Valley Park, CSD Routine Work - **Daily**

**Routine Maintenance**

1. Reservoir inspection and maintenance of log

2. Pressure tank air pad inspection and operation of air pad system

3. Limited removal of fallen trees and brush on WTP service road

4. Basic cleaning in buildings (sweeping, wipe down equipment, clean counters, dust)

5. Keep walkways clear of debris around sedimentation basin

6. Inspection of intake vault (canal leaks into it)

7. Inspection of air compressor and bleeding

8. Removal of floating debris on sedimentation basin

**Operations**

1. Daily recordkeeping of plant activities and rounds

2. Testing of raw water and finished water pH

3. Testing of sedimentation basin turbidity

4. Bench test chlorine residual and verify online units are working properly

5. Batching of soda ash and alum mixtures

6. Verification of chemical pump operation -soda ash, alum, chlorine

7. pH testing in sedimentation basin for treatment efficiency

8. Inspection of floculator operation

9. Inspection of streaming current monitor operation

10. Verification of productivity flow to match chemicals dosages and demand

11. Verification of pump basin level to meet production

12. Adjust chemical dosages as needed to ensure compliance with treatment requirements (alum, chlorine, soda ash)

Appendix B

SCOPE OF WORK (Periodic)

Christian Valley Park, CSD Routine Work - **Periodic**

1. Calibration of four turbidity meters each quarter

2. Cleaning of turbidimeters as needed and verify flow rate

3. Calibration of chemical feed pumps, ml per minute

4. Clean and minor repair of chemical feed pumps

5. Backwash filters as determined by daily rounds and filter performance

6. Collection of routine trash and materials to be disposed - Disposal fee, vehicle use, and travel time not included

7. Facilitation of State required testing - sampling and laboratory cost not included

8. Respond to California Department of Public Health questions and requests

9. Attend CDPH inspections at the facility and respond to inspection report - work that results from inspections may not fall under normal operations and handled on a case by case basis

10. Analyze lab test results and record

11. Monthly reports completed and sent to CDPH for turbidity and bacteria

12. Updating of turbidity recordings

13. Pumping out intake vault

14. Operation of backwash return system

15. Minor brush clearing around facilities

16. Coordination of chemical inventory and ordering, delivery, and storage of chemicals

17. Cleaning, maintain and calibrate instruments (streaming current monitor, pH meter, chlorine analyzer) - material and calibration supplies on cost basis

18. Clearing of streaming current feed line

19. Greasing of pumps and floculator drives