

REQUEST FOR PROPOSALS (RFP)
FOR
WATER & WASTEWATER SYSTEMS OPERATIONS

As Requested by

**THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT,
DISCOVERY BAY, CALIFORNIA**

RFP No. 10-01

RFP SUBMITTAL DUE DATE: October 15, 2010

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1. INTRODUCTION; BACKGROUND

1.1 Introduction

The Town of Discovery Bay CSD (the "Town") is seeking qualified firms (the "Contractor") to operate and manage the Town's water and wastewater systems. Such management shall comprise of operation of both systems including management of subcontracts. Services shall include, but not be limited to, general management of operations, maintenance, minor equipment repair and replacement (on behalf of and in cooperation with the Town), assisting the Town with upgrades and expansion projects, and related support functions such as Computer Maintenance and Management Systems (CMMS) and Supervisory Control and Data Acquisition (SCADA).

1.2 Background

Up and Until 1998, wastewater and water services to Towns residents were provided by Delta Diablo Sanitary Town, under a contract with Contra Costa County. In 1998 the Discovery Bay Community Services Town was formed and elected to obtain RFP's for wastewater and water Operation's "O&M" of which ECO Resources, Inc., was selected to be the Town's choice for these contract services. In December of 2008 SouthWest Water, formally ECO Resources, gave the Town notice to cancel their remaining multi-year O&M contract so the Town immediately contracted with Veolia Water under a short-term 2-year contract for these same services, which expires December 31, 2010.

The Town oversees management of all water and wastewater issues for the Town of Discovery Bay. The Town's Water & Wastewater Manager is responsible for contract management with the Contractor and serves as a liaison among the Town and Contractor.

1.3 Water System

The water system comprises of 5 groundwater wells ranging in depth from approximately 200 feet to 500 feet, which is then piped to 2 water treatment facilities, that are designed to remove iron and manganese and the treated water is then stored in large glass-lined, bolted steel water storage tanks at these two sites.

The raw-water transmission lines and a large majority of the distribution lines are polyvinyl chloride ("PVC") pipe. Ductile iron and asbestos concrete pipe also provide a portion of the total transmission and distribution systems. The oldest lines in the Town were installed in the mid 1970's, but most were installed between 1985 and the present. The total length of transmission and distribution lines is approximately 50 miles. As of year-end 2009, 6 glassed-lined bolted-steel storage and surge tanks were in service, with a total storage capacity of 2.5-million gallons. The storage tanks and water treatment facilities were built in 2002. The water system is totally dependent on ground water. Annual amounts of water pumped totaled approximately 1.2 billion gallons in 2005, 1.1 billion gallons in 2006, 1.3 billion gallons in 2007, 1.3 billion gallons in 2008 and 1.0 billion gallons in 2009. At year-end 2009, approximately 5,800 customers were served by the water system. The Town is responsible for all water mains up to and including the water meter box for all customers.

1.4 Wastewater Treatment System

The Wastewater System was constructed over the same approximate time period as the Water System. This system includes approximately 50-miles of collection, and force mains ranging in size from 6-15 inches in diameter, a majority of them are 8-inch, 15 active lift stations and 2

secondary treatment plants. Our current NPDES permit allows the Town to process up to 2.1 million gallons per day (average). Effluent is discharged into "Old River" under a federal Environmental Protection Agency NPDES discharge permit, and sludge produced from wastewater treatment is placed into a "Thermo-System" (greenhouse like environment) to dry to (75-80% solids) then stored for land application. The Town does not have any reclaimed uses at this moment. In 2009, the wastewater system served approximately 14,000 residents. The Town is responsible for all sewer mains up to the "Y" connection for the sewer laterals.

1.5 Current and Future Challenges

The Town of Discovery Bay is a unique "bedroom" community, where most residents have a boat-dock in their back yard and the Town has very little commercial and no industrial establishments. The Town has experienced rapid growth during 2000-2008 years and that has since come to an abrupt stop for now. Although ongoing planning continues, no real new residential construction or any other type of construction is planned for the next year. The Town has recently hired two Engineering firms, one to produce a Wastewater Master Plan and the other engineering firm to produce a Water Master Plan, which is anticipated to be used as a guide to enhance operations and expand these facilities during the next ten years.

It is anticipated that some minor and major water and wastewater related facilities will be built during the contract period that will require Contractor's certified personnel to interface with design engineers and construction contractors, and operate the system expansions. The Town expects the successful Contractor will contribute to the formulation and analysis of potential solutions to every new challenge that the Town faces during the contract period, in true partnership.

The Town's population is approximately 14,000, up from about 9,000 residents in 2000. If the anticipated growth continues Discovery Bay is anticipated to have about 17,000 residents by 2015.

A number of technical issues have challenged and will continue to challenge the Town, in assuring the public and the regulatory agencies that the Town is proactively complying with environmental standards. Federal and State standards for limiting Salinity will have a serious impact on the Town's water and wastewater systems in the next couple of years, so the Town has recently started a "Salinity Study" to determine its sources and possible solutions.

The challenges before the Town are perceived as opportunities for innovation, and this Request for Proposals is intended as an opportunity for Contractors to provide the Town with a broad range of suggestions and alternatives in executing the scope of work described in the following section.

2. PROPOSALS REQUIREMENTS AND SUBMISSION INSTRUCTIONS TO CONTRACTORS

2.1 Due Date. Proposal due date: **October 15, 2010, at 2:00 p.m.** local time. Proposals for the project shall be received by the Town's Office, Town of Discovery Bay CSD, 1800 Willow Lake Rd, Discovery Bay, CA 94505, before the above date and time.

2.2 Cost Proposals. Separate costs proposal shall be provided for the following service options. The proposals shall clearly delineate the costs to operate the facilities for either of the listed options:

- 1) Operations of all of the Wastewater collection and treatment facilities combined with all of the water systems and distribution facilities managed under a single

- contract.
- 2) Operations of all of the wastewater collection and treatment facilities only managed under a single contract.

2.3 Number of Copies. Submit 1 Original and 5 hard copies of your proposal in a sealed envelope or container. Submit 1 electronic PDF version of your proposal on CD or thumb drive with your proposal.

2.4 Sealed package. Technical Proposals must be submitted in a sealed package or envelope listing the following information on the outside:

**RFP Title:
Discovery Bay Water & Wastewater Systems Operations
RFP 10-01**

2.5 Background Information. The following background information shall be obtained and reviewed by all proposers. This information is available as electronic PDF files from the Town. Acknowledgement of receipt and review of this information is required as part of the bid proposal.

- 1) Map of Town Boundary
- 2) NPDES Permit
- 3) Water Treatment Plant Permit
- 4) O&M Manual for WWTP No. 1 and No. 2

2.5.1 Site Visit. A site visit to walk through the facilities, which is mandatory for all proposers. Site visits will be held on the following dates. All attendees must sign in and have their own means of transportation to tour the Town.

Date: September 7th, and September 16th, 2010
Time: Wastewater 8:30 am to 12:30 pm
Water 1:30 pm to 4:30 pm

2.6 Point of Contact. This Request for Proposals (RFP) is issued by the Town of Discovery Bay CSD (the "Town"), which is the sole point of contact during the procurement process. Communications initiated by respondents to this RFP (the "Contractor") with members of the CSD Governing Body, employees of incumbent contractor or Town personnel, other than as coordinated by the Point of Contact, shall be grounds for Contractor disqualification. Any inquiries or requests during this procurement shall be submitted to the following Point of Contact in writing:

Town of Discovery Bay CSD
Attention: Virgil Koehne, Water & Wastewater Manager
1800 Willow Lake Rd
Discovery Bay, CA 94505
(925) 634-1131 or 634-5428
vkoehne@todb.ca.gov

3. TERM/CONTRACT

The proposed contract shall have a five (5) year primary term with additional years of service

to be negotiated up to a maximum term allowed by the Town's procurement code. The Term of the contract shall begin January 1, 2011 at 12:01 am. Seven working days prior to the start date, the Contractor shall have personnel shadow the current plant staff to become familiar with daily operations of the facility. Notification of selection of the Contractor will be given by November 08th, 2010. Contracting is expected to be completed by December 01st.

A copy of a sample contract is attached hereto as Exhibit A. Contractors are expected to review the document and provide any exceptions taken to the terms and conditions therein as part of their offer to the Town. More information is provided below in Section 5.

4. SCOPE OF WORK

The following scope is meant to be a representative example. Where there are discrepancies between the scope below and that described in Exhibit A attached hereto, it should generally be assumed that the following scope shall apply. Notwithstanding the foregoing, the final scope shall be negotiated and finalized between the Town and chosen Contractor.

4.1 General

- 4.1.1 Contractor shall operate, maintain and monitor the Project on a 24-hour per day, seven-day per week schedule, using the Town's existing alarm system (SCADA) to notify operators of need for immediate attention. The alarm system automatically forwards notice of emergency until response is made.
- 4.1.2 Contractor shall provide an emergency telephone number to the public, the Town and other as-needed local agencies for after hours contact to on-call personnel, to ensure prompt handling of any problem. On-call personnel shall respond within one (1) hour of all calls for incidents that cannot be resolved over the phone.
- 4.1.3 Contractor's business office shall be open, at a minimum, during the same hours and on the same business days as those observed by the Town, or as mutually agreed upon to reflect local custom and practice.
- 4.1.4 Contractor shall be responsible for all Maintenance and minor Repairs for the Project. Contractor shall purchase materials and services necessary to perform the scope of work directly or through the Town's purchasing system.
- 4.1.5 Note: "Minor Repairs" means, any repair's costing less then \$500 per repair, replacement of belts, lubrication, removal of pumps to de-rag, replacement of chemical pumps purchased by the Town, various electrical services, etc. Contractor shall be responsible for all repairs, regardless of cost, for contractor's negligence, or lack of maintenance performed on Town owned equipment.
- 4.1.6 The Town will pay for all power costs and all chemical costs for all facilities. Contractor shall operate facilities in an energy and chemically efficient manner.
- 4.1.7 Contractor shall maintain all facilities with a neat and clean appearance. All weeds and trash shall be regularly removed from all sites and equipment, tools, and Town assets properly stored.
- 4.1.8 Contractor shall maintain and continuously update the Town's Computer Maintenance Management System (CMMS). The current system is Jobs Plus.

- 4.1.9 Contractor shall maintain and continuously update the Town's collection and distribution system GIS system. The system current GIS system is through ICOMMM.
- 4.1.10 Contractor shall provide its own staff communication system and vehicles to complete work within the Town.
- 4.1.11 Contractor shall provide its own computers and software for plant operations, permit monitoring and compliance, daily reports, normal office functions, and monthly reporting to the Town and the State Board.
- 4.1.12 Contractor shall utilize Town-provided computers and software systems for the SCADA system, the CMMS system, and the ICOMM GIS system, unless otherwise approved by the Town.
- 4.1.13 Contractor shall assist the Town in creating and/or revising ordinances with regard to utilities operation responsibilities.
- 4.1.14 Contractor shall submit its list of recommended capital improvements in conjunction with the Town's budget preparation process for the next fiscal year, or as requested by the Town. If approved, the Town will make arrangements for the design and construction of said improvements. Contractor shall not be relieved of its responsibility to perform the services required as per the Scope of Service if the recommendations are not implemented. However, improvements needed to meet water quality requirements, prevent damage or injury, or are necessary to meet federal, state or local laws, rules or regulations for the safety of persons in or about the facilities shall not be optional for the Town.
- 4.1.15 Contractor may be asked for and preparation of information necessary to submit grant applications, loan requests and/or bond issues pursued and authorized by the Town. Contractor shall provide operational data as necessary for design and construction of systems improvements.
- 4.1.16 Town will manage Backflow and Cross-Connection Program. Revisions and changes shall be recommended to the Town, as appropriate.
- 4.1.17 Contractor shall provide technical and operational support in relation to any new or existing utility infrastructure plans, including but limited to plans, specifications, and/or contract review. Contractor shall be responsible for providing appropriate personnel to attend design review and pre-construction/construction meetings as needed.
- 4.1.18 In cases where an emergency or urgency to protect life, property, and the environment occurs; the Contractor shall act immediately to preserve life and property and the environment. The contractor shall purchase goods and services as necessary and shall submit vouchers with documentation for payment by the Town for such services and goods, and maintain records, which shall be available for audit at request of the Town. Where responsible for payments of services and materials, Contractor shall satisfy debts in a timely manner.
- 4.1.19 Contractor shall maintain in a good condition the Town's operating equipment, buildings, materials, supplies, documents, manuals, specification copies and shall duly account to the Town as a fiduciary thereof for those possessions until the time the Town assumes the responsibilities relating to the respective function for which the property was utilized by Contractor. Contractor shall report to the Town the status and conditions of its

properties in the quarterly report. Contractor shall assist the Town in the enforcement of warranties, guarantees, and licenses with timely notification of equipment failures.

- 4.1.20 Contractor shall implement the Town's current CMMS. Contractor shall provide monthly reports to the Town regarding operational activities, non-routine maintenance expenditures, outstanding work orders and the days outstanding.
- 4.1.21 Contractor shall organize, set up, and implement a central store for the purpose of controlling inventory used in the maintenance and operations of the project, water, and wastewater. All inventories shall be tracked through the CMMS as goods received and goods expended by work order activities. Contractor shall provide statistics of these activities in a quarterly report to the Town.
- 4.1.22 The CMMS system currently has work orders identified to date for maintenance of the facilities. However, the asset management and inventory tracking portion of this program is currently not populated with information. Contractor shall conduct an inventory of existing Town assets and inventory items with the Town and enter the information into the CMMS system within 6 months of taking over operations. Going forward, the Contractor shall continuously track, update, and maintain the Town's assets and inventory as part of the CMMS.
- 4.1.23 Contractor shall provide personnel dedicated to the activities of 4.1, 4.2, 4.3, 4.4, 4.5 & 4.6.
- 4.1.24 Contractor shall assist the Town in submitting information on all major maintenance and capital improvements needed for the next fiscal year.
- 4.1.25 Contractor shall annually provide detail analysis of the Town's infrastructure needs of repair or replacement to provide a priority listing and cost estimates to justify any budget request for the reported needs. A summary report shall be provided to the Town by March 31st of each Calendar year.
- 4.1.26 Contractor shall be familiar with and maintain existing Federal, State, and Local permits required to operate the Town's Water System. Contractor shall make the Town aware and assist the Town in acquiring any new Federal, State, or Local permits required to operate the Town's Water System.
- 4.1.27 Contractor shall keep copies of all correspondence to and from regulatory agencies with regard to the operation and maintenance of the Project. Such records shall become property of the Town and shall include, but not be limited to NPDES reporting requirements, and various other State of California reports.
- 4.1.28 Contractor shall ensure sufficient staffing levels of qualified personnel at all times to perform the required duties.
- 4.1.29 The Town has a history of power failures and poor power quality from PG&E. The treatment, distribution, and collection facilities are designed to automatically return to operation after power failure events. However, there have been many instances where equipment did not come back into service after a power failure. This has resulted in NPDES violations. To prevent further instances, the Contractor shall physically inspect all District facilities within 2 hours after a power failure and ensure that all equipment, instrumentation, and the SCADA system are working properly.

4.1.30 Contractor shall perform maintenance as follows for all facilities.

4.1.30.1 Contractor shall perform all preventative maintenance listed in equipment operations and maintenance manuals and the Town's facility operation and maintenance manuals at contractors cost. This includes lubrications, belt replacements, mechanical and electrical equipment cleaning, pumping packing, flush water, weir cleaning, pump rotation, etc.

4.1.30.2 Contractor shall track and manage the routine maintenance and equipment troubleshooting and repairs of all Town facilities, equipment and buildings with the Town's CMMS system. This system has a priority assigned to all work order items. Work order items have been assigned a priority based on a criticality review conducted by the existing operations staff. The review assigns a priority from 1 to 24 with 24 being the highest priority for completion. The Contractor shall complete all work orders within the following time frames. The Town will periodically review equipment prioritization with the Contractor as needed.

Priority 20 to 24: 24 hours
Priority 15 to 19: 1 week
Priority 10 to 14: 30 days
Priority 5 to 9 : 60 days
Priority 1 to 4 : 90 days

4.1.30.3 If equipment, instrumentation, vehicles, instrumentation, or the SCADA system are not functioning properly, Contractor shall perform industry standard troubleshooting as outlined in the equipment operations and maintenance manuals and the Town's facility operations and maintenance manuals. This includes checking circuit-breakers to make sure equipment has power along with other troubleshooting tasks.

4.1.30.4 If after troubleshooting, equipment or systems are deemed to be in need of repair or replacement, Contractor shall manage the repair or replacement process. Contractor shall obtain quotes from vendors and subcontractors for inspection, diagnostic, repair and replacement as needed. The cost of repair or replacement shall be paid for by the Town. Contractor shall obtain approval from the Town prior to initiating repairs. The Town may request Contractor obtain additional quotes if repair costs are deemed too high. All repair costs shall be directly paid for by the Town without markup from Contractor.

4.1.31 In the event the Contractor fails to perform any service under this Contract in a timely manner. The Town shall notify the Contractor of the issue with a date to remedy the situation. If the Contractor fails to perform services by the provided date, the Town may at its option independently perform the service or hire others to perform the service. In such cases, the Town will withhold the cost of such services from monthly payments to the Contractor. Costs withheld shall include the time and materials for Town personnel as well as outside contractors.

4.2 Water Operations Management

4.2.1 Water Production

4.2.1.1 Contractor shall provide properly certified employees as required by federal, state, and local laws to provide leadership of crews for proper decision making in performing their tasks. Contractor shall be responsible for training

of personnel to maintain their certification and improve their knowledge.

- 4.2.1.2 Contractor services in this function shall specifically include, but not be limited to the activities described below.
- 4.2.1.3 Contractor shall test the water and maintain chlorine residuals throughout the Town. Additionally, the water shall be sampled and confirmed acceptable for consumption per state and federal requirements. Contractor to ensure testing is being done.
- 4.2.1.4 Contractor has no responsibility for the quality of water received from the wells, but is responsible for providing additional treatment to allow safe drinking water being delivered to customers, if such is possible using equipment and chemical treatment systems provided by the Town.
- 4.2.1.5 Contractor shall operate, maintain, and make minor repairs to the Town's municipal water wells, booster pumps, electrical equipment, and all equipment necessary to produce safe drinking water for the customers of Discovery Bay CSD. Contractor shall ensure that all water produced for drinking shall meet or exceed all federal, state, and local laws regulating the quality of safe drinking water through regular and required laboratory analysis. Contractor shall be responsible for reporting in writing to the Town and through the annual budget process, any and all major maintenance and capital improvements needed to provide a safe and sufficient supply of water for all current and planned customers.
- 4.2.1.6 Contractor shall operate, manage and perform required maintenance along with minor repairs on the Town's water wells, water storage tanks and treatment facilities and shall immediately notify the Town when specialized maintenance, repairs, rework appears to be required, and shall coordinate repairs on the Town's behalf.
- 4.2.1.7 Contractor shall annually certify or calibrate all flow meters and repair and replace meters as necessary.
- 4.2.1.8 Contractor shall maintain a crew for emergency operations and minor repairs of the Water System twenty-four hours/seven days a week as needed. Contractor shall diligently respond to all service calls for water leaks, breaks, or emergencies regarding water production and distribution, and in no event later than one (1) hour after being notified of such incidents.

4.2.2 **Water Distribution**

- 4.2.2.1 Contractor shall operate and maintain the Town's water transmission and distribution systems and air release valves. Contractor shall diligently respond to all service calls for water leaks, breaks, or emergencies regarding water production and distribution, and in no event later than one (1) hour after being notified of such incidents. Contractor shall provide properly certified employees as required by federal, state, and local laws to provide leadership of crews for proper decision making in performing their tasks. Contractor shall be responsible for training of personnel to maintain their certification and improve their knowledge.

- 4.2.2.2 Contractor services in this function shall specifically include, but not be limited to the activities described below.
- 4.2.2.3 Contractor shall clean/flush twenty-five percent (25%) of water system lines annually. Contractor shall track the water volume used to conduct this service as part of the annual water use accounting. The entire water distribution system shall be cleaned within four-years, unless directed by the Town otherwise.
- 4.2.2.4 All distribution valves shall be operated at a minimum of once per year with the date of operation recorded for future reference. Each valve shall be verified to be left in proper operating position and in working condition. As part of this annual "operation", a geographic positioning system (GPS) reading shall be taken. The GPS location data shall be entered into the Towns GIS system (ICOMM) monthly. If the valve box is not properly aligned over the valve, the Town should be made aware of this, so valve box can be scheduled for repair. On paved roads, where valve boxes that are sitting too low, the Town should be made aware of these for future repairs.
- 4.2.2.5 Contractor shall notify the Town and manage emergency and other water line repairs unless otherwise directed by the Town
- 4.2.2.6 Contractor shall provide technical and operational water information (non-engineering) on an annual basis or as needed for grant, loan, and bond application preparation efforts of the Town.
- 4.2.2.7 Contractor shall assist Town on locating water mains for USA-markings (underground locating) when asked to assist. For the most part, the Town will be responsible for the USA-markings.
- 4.2.2.8 Contractor shall provide a fire hydrant inspection and maintenance program that complies with American Water Works Association's Manual of Water Supply Practices, Installation, Field Testing, and Maintenance of Fire Hydrants, Volume M17. If during the course of this program's development and Contractor becomes aware of an out-of-service fire hydrant, Contractor shall place out-of-service bag and schedule their repair or replacement, after Town notification and approval.
- 4.2.2.9 All water mains and service line installations and most service and water main repairs will be completed by an Town's contractor.

4.2.3 **Wastewater Collection**

- 4.2.3.1 Contractor shall operate, maintain, and make minor repairs to the Town's wastewater collection systems, including mains, force mains, and lift stations. Contractor shall diligently respond to all service calls for wastewater line stoppages, overflows, breaks, odors or emergencies regarding wastewater collection and treatment, and in no event later than one (1) hour after being notified of such incidents. Contractor shall provide properly certified employees as required by federal, state, and local laws to provide leadership of crews for proper decision making in performing their tasks. Contractor shall be responsible for training of personnel to maintain their certification and improve their knowledge.

- 4.2.3.2 Contractor services in this function shall specifically include, but not be limited to the activities described below.
- 4.2.3.3 Contractor shall enter, open hatches, and physically inspect all lift stations for any irregularities, perform other checks, and change pump lead lag sequences a minimum of once per week.
- 4.2.3.4 Contractor shall inspect for proper operation and clean air relief valves a minimum of once every quarter.
- 4.2.3.5 Contractor shall annually clean, inspect and video twenty-five percent (25%) percent of sanitary gravity wastewater lines. Contractor shall work with the Town to determine the priority of the gravity wastewater lines needing to be cleaned. Contractor shall also inspect manholes for corrosion, deterioration, leaks, proper flow, sand accumulation, coating, depressions and notify Town of any deficiencies. A geographic positioning system (GPS) reading shall be taken on each manhole inspected. Contractor shall televise the identified trouble spots in the system and note service lateral connection locations. This shall ensure that all blockages, sources of odors or breaks have been cleaned or identified. Consideration of the location and traffic control shall be given to determine the best time to perform the work. In addition, direction of flow in the sewer system shall be considered to reduce the potential for damage from water being forced back up the homeowners' service line and into their residence. Contractor shall assist Town with any sewer main repair work when requested.
- 4.2.3.6 The Town uses the ICOMM GIS system for management of the collection system. The contractor shall maintain and update all collection system activities into the ICOMM system for proper tracking. This includes maintenance activities, pipe replacement, manhole assessments, sewer calls, blockages, cleaning activities, electronic video inspections, and overflow incidents. Contractor shall provide a qualified person to maintain system records and drawings on the Town's GIS system.
- 4.2.3.7 Contractor shall provide updates for record keeping and documentation of record drawings associated with the wastewater collection and treatment system, and repairs, maintenance, and construction. Updates shall be submitted to the Town's engineering staff for recording at a minimum of once per month.
- 4.2.3.8 Removal of blockage in the wastewater collection lines shall occur only within public easements or as directed by the Town. The cleaning of house laterals on private property shall not be the Contractor's responsibility unless there is a circumstance where the private property line problem may have been caused by Contractor performance of their duties on the Town's system.
- 4.2.3.9 For noisy manhole lids, Contractor shall inspect for defects and replace them if necessary. Contractor shall clean debris from lip, then place sealant between lid and ring and reinstall cover.
- 4.2.3.10 Leaks in manholes shall be reported to the Town for evaluation and needed repairs.
- 4.2.3.11 When a lift station alarm condition occurs, the SCADA system is designed to notify plant operators. If the alarm is sounded during normal work hours, a crew shall be dispatched immediately to diagnose and correct the problem. After normal hours, the

on-call person notified by the alarm system shall proceed to the area within one hour to diagnose and repair the problem. All efforts shall be expended to prevent, or minimize, any spills or overflows.

- 4.2.3.12 Twice a year, Contractor shall conduct lift station operation evaluations of all lift stations via SCADA, flow meters, operations logs, and pump run times. Pump run times, proper pump rotation, total pump station flow (if available), will be compared to the previous 6 months to determine if excessive pump run times, on-off cycles, or abnormal flow conditions are occurring. A summary report stating the station is operating normally or abnormally shall be provided to the district twice a year. A similar evaluation shall also be made after major repairs or replacements of pumps at an individual lift station. Cost associated with this work, is the responsibility of the Contractor.
- 4.2.3.13 Contractor shall exercise generators on a monthly basis under load conditions to assure proper operation when needed for emergencies.
- 4.2.3.14 Contractor shall set up a program that identifies which lines are repetitive problem areas, such as sag lines, and provide appropriate cleaning as necessary. This information shall be entered and maintained in the ICOMMM GIS system.
- 4.2.3.15 Contractor shall actively pursue operations that reduce the generation of odors in collection system, lift stations and wastewater treatment plants.
- 4.2.3.16 Contractor shall provide technical and operating wastewater system information (non-engineering) for operations, grant, loan and bond application preparation efforts of the Town.
- 4.2.3.17 Contractor shall prepare correspondence for submission to federal, state and local regulatory agencies in response to sanitary sewer overflows and any other inquiries about the system.
- 4.2.3.18 Contractor shall develop and maintain a crew for emergency operations and minor repairs of all aspects of the Wastewater Collection System when needed.

4.2.4 **Wastewater Treatment**

- 4.2.4.1 Contractor shall operate, maintain, and make minor repairs to the Town's wastewater treatment facilities and all equipment necessary to produce safe and properly treated wastewater effluent that meets or exceeds all federal, state, and local laws regulating the quality of discharged effluent for reuse in irrigation systems or discharge to permitted receiving waters.
- 4.2.4.2 Contractor shall be responsible for reporting in writing to the Town and through the annual budget process, any and all major maintenance and capital improvements it believes are needed to provide a proper and sufficient wastewater treatment system for all current and planned customers of the Town.
- 4.2.4.3 Contractor shall provide properly certified employees as required by federal, state, and local laws to provide leadership of crews for proper decision making in performing their tasks. Contractor shall provide training opportunities for employee certification maintenance and knowledgeable improvements.

4.2.4.4 Contractor shall provide labor for the collection, hauling, testing, and storage of biosolids at wastewater treatment plant No. 2. It shall be Town's responsibility to properly dispose of all byproduct waste generated by the Town. Contractor shall track and manage disposal activities for the Town per EPA 503 and the Town's EPA 2S permit, including sludge, metals, and nitrogen loading rates and total tons disposed. It shall be the sole right and responsibility of Town to designate, approve or select disposal sites to be used by Town for Town's waste materials. All waste, byproduct treated, generated during Contractor performance of services is and shall remain the sole and exclusive property of Town. All manifests or other documentation required for disposal of Waste shall be signed by or in the name of the Town.

4.2.4.5 Contractor shall develop and maintain a crew for emergency operations and repairs of all aspects of the Wastewater Treatment System twenty-four hours/seven days a week as needed.

4.2.5 **SCADA**

4.2.5.1 The Town's current SCADA system is based on typical industrial instrumentation, dedicated controllers, Modicon PLCs and RsView 32 SCADA software located at various facilities with radio communication to remote facilities. The SCADA system is provided as a tool by the Town to assist the Contractor in operating the facilities. However, the SCADA system is periodically down for service, power outages, faulty instruments, and faulty communication. The Contractor is still responsible for all proper operation of all facilities if the SCADA system fails.

4.2.5.2 Contractor shall provide a team of on-site SCADA personnel to operate and maintain the Town's SCADA System.

4.2.5.3 Contractor may implement new programming, hardware, and communication to the existing SCADA system to assist in operation of facilities, with approval from the Town. Such changes shall be made at Contractors cost. All additional SCADA devices shall be programmed in the same protocol of the Town's existing SCADA system. Complete documentation and the latest program shall be updated and kept on file with the Town. The Town will pay for SCADA upgrades to accommodate new systems and facilities.

4.2.5.4 Contractor shall provide personnel with experience and knowledge to provide normal maintenance and troubleshooting of the SCADA system, hardware and software.

4.3 **Emergencies**

4.3.1 Emergencies within Contractor's capabilities should be resolved in a timely manner.

4.3.2 In any emergency affecting the safety of persons or property, Contractor shall act without written approvals, at Contractor's discretion, to prevent threatened damage, injury or loss of life.

4.4 **Laboratory Testing**

4.4.1 Contractor shall provide for laboratory testing and sampling presently required for plant performance and for water quality portions of all local, state and federal permits, rules and regulations, statutes or ordinances, permit or license requirements or judicial and

regulatory orders and decrees. This includes the cost of additional testing to verify permit conditions or re-testing as a result of non-compliance issues. Bacterial testing of final effluent required as result of effluent quality exceeding 10 NTU shall be borne by the Town.

- 4.4.2 Additional testing and sampling requested by the Town or other regulatory entities shall be coordinated with Contractor, and costs shall be paid by the Town or other designated party.
- 4.4.3 The Town may require confirmation analyses of drinking water and effluent to be performed by an independent laboratory for quality control of in-house test results, at its own expense.

4.5 Hazardous Waste

- 4.5.1 Any hazardous waste generated by Contractor, like used oil, UV Lamps, etc., in any of its activities shall be disposed of by Contractor, in accordance with applicable federal and state laws.

4.6 Reporting Requirements

- 4.6.1 Contractor shall provide the Town with reports describing certain information on a periodic basis that will assist the Town and Contractor in managing the utilities. The reports shall inform the Town's Governing Body, and general public. Types, frequency, content, and format of the required reports are listed and described below. Reporting requirements are subject to change as needed for providing information of the utilities system operations, historical data for future needs, and capital project planning. All reports shall be in summary format with detailed information available upon request by the Town. Listed below are examples of reports that are required. The listing is not inclusive and shall be changed as needed with concurrence by the Town and Contractor.

The reports on the Water Service function shall provide quantitative and financial information monthly as follows:

Water Service

- Number of active and inactive wells.
- Number of gallons of water produced.
- Number of gallons of storage.
- Chemical usage.
- Bacteriological testing results.

- Training hours: safety, operations, equipment, and software.
- Provide names of the actual personnel trained and hours attended.
- Line repairs.
- Fire hydrant flushing.
- Customer inquiries.

Maintenance report: corrective and preventive maintenance

Number of personnel hours: regular, overtime, compensatory

time, on-call responses, and emergencies.
Current and planned project status.

The Reports on the Wastewater Service function shall provide quantitative and financial information monthly as follows:

Wastewater Service

Number of active and inactive lift stations.
Number of gallons of wastewater treated by plant.

Chemical usage.
Laboratory analysis results, summary.

Training hours: safety, operations, equipment, and software.
Provide names of the actual personnel trained and hours attended.

Sanitary sewer overflows.
Customer inquiries.
Maintenance Report: corrective and preventive maintenance.

Current and planned project status.

5. TECHNICAL PROPOSAL

The Town will evaluate all of the proposals on the same basis. It is required that all proposals conform in all respects to the specifications outlined in this RFP. If the policy of the Contractor's firm prevents the Contractor from submitting a proposal on the basis of any of the specifications or assumptions, they may submit it on a basis that is in accordance with the firm's policy. In such a case, however, a statement of reasons for such deviation must be included with a listing of all deviations. The Town reserves the right to accept or reject any or all proposals. **Proposals shall consist of answers to questions or requirements identified in this RFP. It is not necessary to repeat the question in the proposals; however, it is essential to reference the question number with the corresponding answer.**

Provide one original and five copies of your Proposal and an electronic PDF version of your proposal on CD or thumb drive. The proposal shall:

- 5.1 Be limited to a maximum length of 30 pages, including any appendices.
- 5.2 Include a cover letter summarizing why the Contractor is interested in this project. A party authorized to bind the entity submitting the proposal, as well as the Contractor's project manager, must sign the cover letter. The cover letter should include the following points:
 - 5.2.1 Identity of Contractor including central address and telephone number.
 - 5.2.2 A Statement that the proposal is effective for the proposed start date of January 1, 2011.

- 5.2.3 A Statement that the Contractor will comply with all terms and conditions as stated in this RFP; or identification of any exceptions taken to any of the requirements including the contract attached hereto as Appendix A.
- 5.2.4 A detailed description of corporate structure, including parent companies, subsidiaries, and partnerships. Identify both the project manager and the corporate contact proposed for this project.
- 5.2.5 Give the number of years in the business of managing water and wastewater utilities.
- 5.2.6 A Summary list of any pending, settled, tried, or other litigation the Contractor's firm has been involved in for the past five (5) years, (California Cases only) with their current status.
- 5.2.7 Date of incorporation (Gross Receipt Registration if not incorporated) in California.
- 5.3 Include a statement describing the Contractor's organization and outlining its approach to completing the work required by this solicitation. This statement shall illustrate the Contractor's overall understanding of the project.
- 5.4 Contain a work plan that concisely explains how the Contractor's will carry out the objectives of the project. In the work plan, the Contractor shall describe staffing level, including that of key administrative personnel and subcontractors, and proposed approach to the work as clearly and thoroughly as possible. Organizational charts showing the staffing structure as well as the relationship of the Contractor, its major subcontractors, and the Town should be provided. This section should also include resumes of key employees in proposed on-site and off-site management positions, including applicable technical licenses and degrees.
- 5.5 Provide proposed transition plan and methods to be used to maximize knowledge and experience of current staff and minimize employee turnover. Explain how your firm plans to minimize employee turnover during this five-year contract.
- 5.6 Provide Summary of all reports and forms to be used by the Contractor, with information as to frequency and purpose.
- 5.7 List, in detail, any types of subcontractors anticipated to be hired at cost in excess of \$50,000 per year. Provide nature and amount of subcontract.
- 5.8 Describe company's philosophy and practice in working within the community it services.
- 5.9 Describe company's procedures for communicating with residents to inform them as to the status of an ongoing repair project that has disrupted traffic or service to their homes.
- 5.10 Include Contractor's recent experience (past five years) in performing work similar to that anticipated herein. Proposing contractors shall have at least one facility of equivalent size and complexity for both water and wastewater in California. This description shall include the following:
 - 5.10.1 Dates of service
 - 5.10.2 Name and address of client organization

5.10.3 Name and telephone number of individual in the client organization who is familiar with the project

5.10.4 Short description of services provided

5.11 Provide Summary List of all incidents of regulatory violations occurring in the company's contract operations within the last 5 years in California. Identify the facility and the regulation violated.

5.12 Include documentation of any potential conflicts of interest. A conflict of interest shall be cause for disqualifying a Contractor from consideration. A potential conflict of interest includes, but is not limited to:

5.12.1 Accepting an assignment where duty to the client would conflict with the Contractor's personal interest, or interest of another client.

5.12.2 Performing work for a client or having an interest which conflicts with this contract.

5.12.3 In litigation or potential litigation with the Town, outstanding claims or non-payments to the Town, or have failed to honor contracts on prior instances with the Town.

In a separate, sealed envelope or container:

5.13 Contain a Cost proposal. The cost proposal should include fixed pricing for five (5) years, including all supporting detail on how the Contractor arrived at such pricing. In addition the Contractor should provide a detailed budget separately identifying estimated costs for on-site labor, off-site Contractor support services, subcontracted labor and services, utilities, materials, supplies, fuel, etc. Two cost proposals shall be provided as follows:

1. Operations of all of the Wastewater collection and treatment facilities combined with all of the water systems and distribution facilities managed under a single contract.
2. Operations of all of the wastewater collection and treatment facilities only managed under a single contract.

6. EVALUATION OF PROPOSALS

Proposals will be judged on the Contractor's ability to provide services that meet the requirements set forth in the accompanying documents. The Town reserves the right to make such investigations as it deems necessary to determine the ability of the Contractor to provide services meeting a satisfactory level of performance in accordance with the Town's requirements. The Contractor shall furnish such information and data for this purpose as the Town may request, at no cost to the Town. Interviews and presentations by one, several, or all of the Contractor's may be requested by evaluators if deemed necessary to fully understand and compare the Contractor's capabilities and qualifications. The adequacy, depth, and clarity of the proposal will influence, to a considerable degree, its evaluation.

EVALUATION CRITERIA		POINTS POSSIBLE
(1)	Proposed technical method and approach for fulfillment of the	25

	contract	
(2)	Quality and innovation of Contractor response to specific questions and concerns	25
(4)	Staff experience and qualifications of proposed on-site management employee(s) and off-site management contact(s).	25
(5)	Corporate experience and resources in management of water and wastewater utilities	25
	TOTAL	100

7. FORMAT FOR RESPONSES

7.1 GENERAL INSTRUCTIONS

- 7.1.1 Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Contractor's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of Town's objectives.
- 7.1.2 Contractors shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete proposals will be considered non-responsive and subject to rejection.
- 7.1.3 Proposals and any other information submitted by Contractors in response to this RFP shall become the property of the Town.
- 7.1.4 Contractors shall prepare and develop proposals at the sole cost and expense of the Contractor.
- 7.1.5 Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the Town, at its option.
- 7.1.6 The Town makes no representations of any kind that an award of contract will be made as a result of this RFP, or subsequent RFP. The Town reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, and/or delete any item/requirements from this RFP when deemed to be in Town's best interest.
- 7.1.7 Proposals shall consist of answers to questions or requirements identified in this RFP. It is not necessary to repeat the question in the proposals; however, it is essential to reference the question number with the corresponding answer.
- 7.1.8 Failure to comply with all requirements contained in this RFP may result in the rejection of proposal.
- 7.1.9 Receipt of an addendum of the RFP by a Contractor must be acknowledged by submitting the signed addendum with your proposal.
- 7.1.10 A proposal may be modified or withdrawn in person at any time BEFORE the scheduled

due date and time of proposals provided a receipt for the withdrawn proposal is signed by the Contractor's authorized representative. The Town reserves the right to request proof of authorization to withdraw a proposal.

- 7.1.11 Contractor shall attend a mandatory site tour of Town's water & wastewater facilities in order to propose for this RFP.

7.2 PAGE SIZE, BINDING, DIVIDERS, AND TABS

- 7.2.1 Proposals shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral or comb-type bindings or staples. Graphics incorporated into the proposal may exceed the paper-size requirement.

- 7.2.2 Proposals should not exceed the page limit described herein.

- 7.2.3 The Contractor may submit additional attachments, but only the responses provided by the Contractor to the questions identified in this RFP will be used by the Town for evaluation.

7.3 TABLE OF CONTENTS

- 7.3.1 Proposals shall include a "Table of Contents" and give page numbers for each section of the proposals.

7.4 SUBMISSION OF PROPOSAL

- 7.4.1 **Time:** Proposals not received by the time and date indicated on this RFP will not be accepted.

- 7.4.2 **Hand Carried:** Proposals may be hand carried to the Town's Office located at 1800 Willow Lake Road, Discovery Bay, CA 94505.

- 7.4.3 **Mail / FedEx / UPS / etc.:** Proposals may be mailed or shipped to the attention of the Town of Discovery Bay CSD, 1800 Willow Lake Road, Discovery Bay, CA 94505. The Town shall not be responsible for proposals that are mailed or shipped and not received by the opening date and time specified in this RFP.

- 7.4.4 **Receipts:** Receipts for hand delivered proposals shall be issued by the Town's Office (upon request) for proposals that are hand carried.

- 7.4.5 No Other Methods of Proposal Delivery: Neither telephone, telegraphic, nor facsimile proposal shall be accepted.

8. MISCELLANEOUS INFORMATION

- 8.1 **Public information.** All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure after the solicitation is completed.

- 8.2 **Town's Reservation of Rights.** The Town may evaluate the proposals based on the anticipated completion of all or any portion of the project. The Town reserves the right to divide the project into multiple parts, to reject any and all proposals and re-solicit for

new proposals, or to reject any and all proposals and temporarily or permanently abandon the project. The Town makes no representations, written or oral, that it will enter into any form of agreement with any Contractor to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

- 8.3 **Clarification.** The Town may, in the evaluation of proposals, request clarification from Contractors regarding their proposals, obtain additional material or literature, and pursue other avenues of research as necessary to ensure that a thorough evaluation is conducted.
- 8.4 **Acceptance of Evaluation Methodology.** By submitting a proposal in response to this RFP, the Contractor accepts the evaluation process and acknowledges and accepts that determination will require subjective judgments by the Town.
- 8.5 **No Reimbursement for Cost.** Contractor acknowledges and accepts that any costs incurred from the Contractor's participation in this RFP process shall be at the sole risk and responsibility of the Contractor. Contractor will submit proposals at their own risk and expense.
- 8.6 **Ethical Conduct.** The Town of Discovery Bay CSD expects the highest level of ethical conduct from Contractors including adherence to all applicable laws and local ordinances regarding ethical behavior.
- 8.7 **Right to Terminate Negotiations.** If an agreement cannot be made with the highest scoring Contractor, Town reserves the right to terminate negotiations with that party and enter into negotiations with the next highest qualified Contractor.
- 8.8 **Presentations.** Finalists in the selection process may be asked to attend an interview once the RFP process is complete. The finalists may be asked to confirm their proposal via a presentation to the Town's Board.
- 8.9 **Modification.** Offers may be modified by written notice provided such notice is received prior to the hour and the date specified for receipt of offers.
- 8.10 **Acceptance of Proposals.** Acceptance of proposal is contingent upon the Contractor's certification and agreement by submittal of its offer, to comply and act in accordance with all provisions of the Town's Procurement Code.
- 8.11 **Requests for Explanations by Contractors.** Any explanation desired by the Contractor regarding the meaning or interpretation of specifications or any part of this Request must be requested in writing and received in the Town's Office not less than seven (7) calendar days prior to due date of proposals. Oral explanations or instructions given prior to the opening of the offer shall not be binding. The Town's Office shall issue any official explanations in writing or via e-mail.

9. ALTERNATIVE SOLUTIONS / OPTIONS

- 9.1 If after reviewing the above RFP and the Contractor feels that some other solution or options, might be warranted, the Town would be interested in seeing these as well.

TOWN OF DISCOVERY BAY CSD

RFP NO. 10-01

ACKNOWLEDGMENT FORM

Please complete this form and return it to the Town of Discovery Bay CSD. Failure to return this form will not exclude a firm from submitting a proposal; however, only those prospective respondents who elect to return this form will receive addenda, if issued, and/or other information pertaining to this solicitation.

Name of Firm: _____

Firm Representative: _____

Title: _____

Phone: _____ **Fax:** _____

E-Mail: _____

Address: _____

Town : _____ **State:** _____ **Zip:** _____

When completed, please fax or e-mail this form to the following contact:

Virgil Koehne
TOWN OF DISCOVERY BAY CSD
1800 WILLOW LAKE
DISCOVERY BAY, CA 94505
Phone: (925) 634-1131
Fax: (925) 513-2705
vkoehne@todb.ca.gov