

San Simeon Community Services District

Request for Proposal (“RFP”)

for Water/Wastewater Operations

Issue Date: May 3, 2023

Deadline for Submissions: 5:00 p.m. on August 3, 2023

Submission Requirements: RFPs electronic submission to: ktiwana@sansimeoncsd.org; “Water/Wastewater service RFP” should be written in the subject line of the email or prospective consultants may send five (5) hardcopies to:

San Simeon Community Services District
Attention: Karina Tiwana, Acting Board Chair
111 Pico Avenue
San Simeon, CA 93452

Request for Information: Questions or inquiries related to the RFP, RFP procedures, or the requested services may be submitted to Nubia Goldstein, General Counsel, via email at: Nubia@whitebrennerllp.com by June 5, 2023, by 5:00 p.m. Any questions or inquiries received after this date will not receive a response.

SERVICES NEEDED:

The San Simeon Community Services District (“District”) is requesting proposals for operation and maintenance of its Water/Wastewater Treatment Facilities. The duties of this position are being carried out by a contract which will expire on January 31, 2024.

DISTRICT OVERVIEW:

The District was formed in the 1960s and is located on the North Coast of San Luis Obispo County along State Highway 1 approximately halfway between Los Angeles and San Francisco. The District provides water, wastewater, and other municipal services for a small community of approximately 462 people. The current average annual water production is approximately 79-acre feet per year. The District holds a water right license issued by the State Water Board to extract 140 acre feet per year from Pico Creek wells subject to the conditions identified in the license. The District currently holds an annual budget of \$1.1 million.

The District owns and has all applicable permits for a wastewater and treatment system consisting of less than five (5) miles of sewer lines, headworks, biological wastewater treatment, disinfection, effluent disposal via ocean outfall, and related equipment. Additionally, the District owns a water supply, storage, and distribution system consisting of two (2) wells, one (1)

emergency well, one (1) storage tank and up to two-hundred and fifty (250) connections, less than five (5) miles of distribution lines, and related equipment. Lastly, the District maintains a local two-lane road of less than five (5) miles, a street lighting system with approximately fifty (50) active streetlights and a District office building.

The website provides comprehensive information on the District and includes information on projects. Board meeting agendas, packages, and recordings are available on the District's website and provide an excellent reference for understanding district management, operations, finances, and present projects.

SCOPE OF WORK:

- I. Provide facility preventative and corrective maintenance and repair and day-to-day operation, and recommendations for improvements in accordance with state regulations including testing and reporting.
- II. Provide emergency response for public safety and environmental protection, after hours, on weekends, and holidays as necessary. The prospective consultant's firm will respond to calls regarding facility emergencies within sixty (60) minutes, and if necessary be able to physically report to the District within sixty (60) minutes.
- III. Provide on-site staff eight (8) hours per day, on multiple days per week as needed.
- IV. Collect and analyze samples for operational testing and reporting as required for governmental reporting.
- V. Purchase and maintain an inventory of chemicals routinely used in the operation of the facility to be stored on-site in compliance with CalOSHA standards.
- VI. Dispose of water and wastewater sludge and byproducts in a manner approved by State regulations.
- VII. Assist the District General Manager and staff with billings and collect payment from customers for water consumption and sewage disposal in accord with the current rate structure.
- VIII. Perform turn-on and turn-off services directly related to the proper care and maintenance of the facility.
- IX. Respond to all collection system callouts to assess responsibility.
- X. Perform sewer collection cleaning annually and inspect and report on manholes needing repair.
- XI. Perform semiannual street sweeping and regular system flushing through fire hydrants.
- XII. Perform weed abatement as needed.
- XIII. Prepare and submit regular monthly and/or yearly compliance reports as required by the Regional Water Quality Control Board or any other local, state, or federal agency.
- XIV. A representative shall attend regular Board meetings where questions and inquiries related to the scope of services is involved as requested by the Board.
- XV. Provide monthly operations and summary reports to District General Manager.
- XVI. Perform hydrant testing and manual inspection and cleaning.
- XVII. Read water meters monthly and handle repairs.

MINIMUM QUALIFICATIONS:

- I. Prospective consultant is engaged in the business of water/wastewater treatment, maintenance, and repair.
- II. Prospective consultant possesses all permits, licenses, certification levels, and professional credentials necessary to perform services as specified in the scope of work.

RFP REQUIREMENTS:

All proposals shall include the following information. Missing, disorganized, or incomplete proposals shall not be considered.

- I. Cover letter: This section shall include the prospective consultant's name, address, telephone number, email address and desired contact person for the remainder of the selection process. This statement shall be an executive summary of key personnel of the prospective consultant's team, including a brief overview of their qualifications and why the prospective consultant should be selected.
- II. Statement of Qualifications: The statement shall describe the prospective consultant's firm and will concisely detail the prospective consultant's work experience/qualifications and ability to perform the specific tasks outlined in the scope of work section of this RFP. This section should also identify the prospective consultant's ability to provide the appropriate insurance in the adequate amounts. A quality statement will demonstrate the prospective consultant's record of success particularly with public agencies.
- III. Work Plan & Costs: This section should demonstrate the prospective consultant's understanding of the scope of work by detailing their overall approach to the services identified in this RFP; how the work will be organized; quantity and quality of time key personnel will be involved in their respective roles of the project; fee estimate of how much the services will cost and reasonableness of the fee estimate requested to do the work; and any foreseeable issues to be addressed and how the prospective consultant intends to resolve the issue.
- IV. Three professional references: References should include the name, title, organization, address, and telephone number for a professional contact who can attest to the prospective consultant's work or project history and demonstrated record of success.

SELECTION CRITERIA AND SUBMITTAL PROCESS:

- I. Evaluations of each RFP will be performed by a committee of individuals to be selected by the Board. Each submission will be ranked based on the selection committee's evaluation of content and completeness and ability to meet the District's objectives and provide best value. In the event of close ranking, a shortlist interview may be performed. All selected prospective consultants will be contacted with specific information as to the location and time of interviews.
- II. The District will identify the firm that best meets the needs of the District and enter contract negotiations with the highest ranked firm. Contracts must be executed within 30 days of offer (or other agreed to time frame, on a case-by-case basis) or negotiations will be terminated and the offer to contract will be rescinded. Should the District fail to reach an agreement with the top ranked firm, the District may enter negotiations with the next highest rated firm and so on.
- III. All requirements for the RFP are to be submitted in a sealed envelope to the District on or before 5:00 p.m. on August 3, 2023, with the fee estimate in a separate sealed envelope. Responses to this RFP received after the stated deadline will not be accepted. The time of delivery shall be definitively determined by the time-stamping clock located in the San Simeon Community Services District. It is the prospective consultant's sole responsibility to see that its proposal is received in proper time, and prospective consultants assume all risks arising out of the means of delivery. Any submittal received after the deadline will be returned unopened.

All responses must be completed as required, signed by an officer of the firm who is authorized to enter into a binding agreement with the District on behalf of the firm, and must be received at the place and time designated above.

All applicants are encouraged to conduct a site visit to obtain all the information necessary to prepare an accurate bid. The cost of visiting the site shall be borne by the applicant. Requests to conduct a site visit can be made by emailing: ktiwana@sansimeoncsd.org. Site visits will be scheduled, and additional information will be provided thereafter based on the level of interest from prospective applicants.

REQUIRED INSURANCE:

Following award and execution of contract, the selected consultant shall have insurance carrier(s) issue direct to San Simeon Community Services District, certificates of insurance for the following coverage:

- I. Worker's compensation as prescribed by law;
- II. Comprehensive general liability, including umbrella coverage of \$2,000,000;

- III. Vehicle liability coverage (for bodily injury and property damage, combined single limit) of not less than \$1,000,000;
- IV. Employer's liability (covers criminal or fraudulent acts of employees) of \$2,000,000;

Service provider affirms the above referenced insurance shall be maintained in force throughout the term of the agreement. The insurance provided by the services provider will be primary and noncontributory. San Simeon, its Board of members, agents, and attorneys, must be named as additional insureds under the general liability, vehicle liability, and employer's liability policies. Each insurance policy required by the professional services provider must contain a provision that no termination, cancellation, or change of coverage can be made without thirty (30) days' notice to San Simeon Community Services District. Insurance required by agreement will be satisfactory only if issued by companies admitted to do business in California, rated B+ or better in the most recent edition of Best's Key Rating Guide, and only if they are of financial category class VII or better.

GENERAL RFP DISCLAIMERS:

I. EQUAL OPPORTUNITY CLAUSE. Prospective consultants shall ensure against discrimination in employment practices based on State and Federal laws and regulations. The District hereby ensures that minority business enterprises will be afforded full opportunity to submit RFPs in response to this notice and will not be discriminated against based on requirements of State and Federal laws and regulations.

II. EQUAL OPPORTUNITY EMPLOYMENT COMPLIANCE. Consultant shall certify that it has sought out and considered minority business enterprises for those portions of the work to be subcontracted and has fully documented such actions that said documentation is open to inspection, and that said action will remain in effect for the life of any contract awarded hereto.

Furthermore, the prospective consultant shall certify that all steps will be taken to meet all equal employment opportunity requirements of the contract documents. Consultant shall certify that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

III. LEGAL RESPONSIBILITIES. All RFPs must be submitted, filed, made, and executed in accordance with State and Federal laws relating to RFPs for contracts of this nature whether the same or expressly referred to herein or not. Any company submitting a proposal will by such action thereby agree to each and all terms, conditions,

provisions, and requirements set forth, contemplated, and referred to in the RFP, and other contract documents, and to full compliance therewith.

- IV. **PROPER LICENSING REQUIREMENTS.** Any prospective consultant or sub-consultant who is not licensed in accordance with the provisions of the State Business and Professions Code or who fails to maintain a required license will be considered to have created a material breach of contract.
- V. **NON-COLLUSION AFFIDAVIT.** Proposer shall declare that the only person or parties interested in its proposal as principals are those named therein; that no officer, agent, or employee of the District is personally interested, directly or indirectly, in its proposal; and that its proposal is in all respects fair and without collusion or fraud.
- VI. **RESERVATION OF RIGHTS.** The District reserves, in its sole discretion, the right to reject any and all RFP submissions, including the right to postpone or delay the RFP process at any time, or to decline to award the agreement to any of the prospective consultants. The District shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal. Further, the District reserves the right to waive any immaterial irregularities in an RFP. Finally, the District reserves the right to reject any RFP that is determined to contain false, misleading, or materially incomplete information.
- VII. **CONFLICT OF INTEREST.** The District prohibits participation from any prospective consultant who has or will have a financial or business relationship with any District employee, Board Member, or Consultant or Professional services provider contracted with the District. Any prospective consultant selected will be required to adhere to the provisions set forth in Government Code section 1090 and comply with all applicable State and Federal laws pertaining to California's Political Reform Act. If selected, the prospective consultant may be required to complete a Statement of Economic Interest (Form 700) in accord with the Fair Political Practices Commission.