



April 23, 2021

## **REQUEST FOR PROPOSALS**

### **Bottled Water Delivery to Residences Located within Madera and Merced Counties**

#### **1. Background and Geographic Location**

On May 31, 2018, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) adopted Amendments to the Water Quality Control Plans for the Sacramento River and San Joaquin River Basins and the Tulare Lake Basin to Incorporate a Central Valley-Wide Salt and Nitrate Control Program (Basin Plan Amendments). The Basin Plan Amendments were approved by the State Water Resources Control Board (State Water Board) on October 16, 2019, and the Office of Administrative Law on January 15, 2020.

The Central Valley Water Board issued a formal written Notice to Comply with the Nitrate Control Program (NCP) on May 31, 2020 to all permitted dischargers that discharge nitrate or nutrients in Priority 1 groundwater basins. The Chowchilla Groundwater Subbasin, as designated at that time, is identified in the Basin Plan as a Priority 1 groundwater basin.

The Chowchilla Management Zone ("CMZ") is a group of nitrate dischargers acting together via a Memorandum of Agreement (MOA) to provide safe drinking water for areas impacted by high nitrates in groundwater within the area encompassed by the CMZ (see Attachment A). The goal of the CMZ is to maintain and improve the quality of life in the Management Zone by implementing programs that provide access to safe drinking water for residents that have groundwater impacted by nitrate, and by engaging in activities with the goal of protecting or enhancing the quality of groundwater with respect to nitrate that is used as drinking water for residents in the region.

#### **2. Services Requested**

CMZ is seeking a Company ("Company") to provide bottled water deliveries to residences located in the CMZ, which consists of parts of Madera and Merced Counties (see Attachment A). These residences will be identified by CMZ and contact information will be provided to the bottled water provider for subsequent water delivery service arrangements.

It is estimated there are approximately 800 domestic wells within the CMZ that are not connected to a public water system and may be eligible for this program because water from their domestic well exceeds the nitrate drinking water standard (see Attachment B). Residences with domestic wells must apply to the CMZ to be eligible to receive bottled water delivery. Eligibility is based on their well water (after being tested) exceeding the nitrate drinking water standard of 10 mg/L nitrate as nitrogen.

The selected bottled water service provider will be required to show that they have the capability to provide timely bottled water delivery services to multiple residences upon the request of the CMZ. The selected provider will also need to submit to CMZ a detailed monthly invoice that includes a clear accounting of bottled water delivered to each address that is under the CMZ's master account. The CMZ would prefer to receive the detailed accounting in an Excel spreadsheet format. CMZ may award



agreements to one or more bottled water service providers for these services. Response to this RFP needs to include an estimate of all costs including dispenser, charges and fees that may be associated with providing bottled water delivery services to residences within the identified CMZ, including any cost differentials based on the volume of bottled water that is delivered by the provider for this program. Charges or fees not included in the proposal may not be allowable costs under the contract when awarded.

Companies comprised of teams shall address how they would internally manage work with team members under their contract. The Company should explain how they would work directly with the CMZ to add and remove residences from the bottled water delivery program, any notification requirements associated with such additions and removals, bottled water deposit policies, etc. Companies should identify any documentation requirements that must be fulfilled to initiate service with a resident.

### **3. Work, Schedule and Cost Budget**

The Company should propose a cost estimate per potential residential unit serviced, based on delivering an estimated 60 gallons of water per month to a household. The cost estimate needs to include all costs, charges, and fees that may apply. Please provide volume discount information, as applicable.

### **4. Program Activities and Tasks**

The program includes the following main components to be performed by respondents:

- Communicate with CMZ management team
- Contact residences to make appointments within time period that allows for water delivery within 5 days of resident notification of water exceedance.
- Execute a delivery contract with recipient, if required by the Company to initiate services with a residence
- Deliver bottled water at agreed-upon time and location on property
- Respond to requests for water quantity adjustments made by the CMZ
- Provide CMZ with a clear accounting of bottled water deliveries and volumes to CMZ program managers on a monthly basis – preferably in an Excel spreadsheet.
- If the company provides additional water replacement or point of use devices and services, please include information about these options. This is not part of the initial scope of the RFP. Please review the [CMZ Early Action Plan \(EAP\)](#) for requirements and additional information.

### **Project Schedule**

Work is expected to begin upon finalization of contract/proposal, and as CMZ determines that residents are eligible. CMZ anticipates that the number of residences participating in the program will increase over time. CMZ cannot make any guarantees as to the number of residents that will need to be served upon contract execution. The most current estimate in Attachment B is data developed by CMZ for a report to the Central Valley Water Board on the total number residences and domestic wells in the CMZ. A participation rate in this program is unknown at this time.



### **Budget**

Proposals should reflect specific actual anticipated costs of services and should be presented in a manner suitable for inclusion in a budget and critical path timeline for the project.

### **Project Cost and Implementation Schedule**

Proposer's current rate scale and fee estimate for performance of professional services outlined in each task shall be submitted with the proposal. Break down the cost estimate by task, estimated personnel hours per task, billing rates, different personnel classifications per person (i.e., Principal, Staff, Clerical, and others, etc.), and provide a total fixed cost estimate per task. Invoicing is expected to be on a monthly basis (unless an otherwise agreed upon interval). Proposal should lay out pricing. Pricing should include fixed pricing for first year of contract, and should include a schedule for increased pricing in subsequent years or a maximum increase. CMZ will conduct an annual review of costs.

### **Proposal Format**

The proposal shall be tabbed and labeled in the order below and include as a minimum the following information:

#### **Cover/Transmittal Letter**

#### **Introduction**

Provide an introductory description of the project, including a clearly stated overview of your understanding of the services to be provided.

#### **Experience**

Please submit information or data demonstrating the Company's experience in providing bottled water service to rural areas and to bilingual clients with a quick initial delivery schedule.

#### **Scope of Work**

The scope of work should fully describe each task. Quantify any support or services the Company will expect from subcontractors (if any). Note any changes or additions to the task descriptions (see #4 above) that you feel may have been overlooked or which you feel may help clarify the work tasks and associated cost assumptions.

#### **Proposal Endorsement**

The proposal shall contain a statement certifying that the Company has the capacity and available staff to complete the project on time. The endorsement shall include a statement that the Company has insurance in the forms and in the amounts specified in Exhibit "A". Additional statements shall be signed by any additional firms if the proposal is submitted by a partnership or joint venture.

#### **Instructions**

Responses to this RFP must be made according to the requirements set forth in the Scope of Work. Failure to adhere to these requirements or to include conditions, limitations, or misrepresentations may



be cause for rejection of the submission. Any correction and resubmission by the proposer will not extend the time for evaluation of the submission. The proposal will be reviewed by a group composed of Steering Committee and management of CMZ.

Submit one electronic file containing all pertinent information to the following:

**Chowchilla Management Zone – [Chowchilladrinkingwater@gmail.com](mailto:Chowchilladrinkingwater@gmail.com)**

**All submissions must be received by May 7, 2021 – 5:00 pm.**

## **Request for Proposal (RFP) Schedule**

<b>SCHEDULE</b>	<b>DATE</b>
Release RFP to company/distribution	April 23, 2021
Proposals due to CMZ	May 7, 2021
Notification to company for oral interview (if necessary)	May 14, 2021
Finalize Contract and begin contract scope of services	May 28, 2021

Any questions or comments may be directed to the management team at [chowchilladrinkingwater@gmail.com](mailto:chowchilladrinkingwater@gmail.com).

## **Criteria for Selection**

The following criteria will be considered, although not exclusively, in determining which entity is awarded the contract.

1. Qualifications and Experience	20%
2. Completed Projects and References	10%
3. Knowledge/Understanding of Scope of Work	30%
4. Fee Proposal – Fee Schedule	40%

## **General Requirements**

All proposers are hereby advised that this RFP is an informal solicitation and is not a commitment or offer to enter into an agreement or engage into any competitive bidding or negotiation pursuant to any statute, ordinance, rule, or regulation. CMZ reserves the right to negotiate with any qualified source allowed under law. CMZ reserves the right to reject any or all submissions for any reason or for no reason at all.

CMZ reserves the right to request further information from the proposer, either in writing or orally. Such request will be addressed to that person or persons authorized by the proposer to represent the proposer. CMZ reserves the sole right to judge the proposer's representations, either written or oral.



The CMZ Steering Committee will make the final selection decision to award contract(s). Proposers understand and agree that submission of their proposal constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms, conditions, and criteria contained in this RFP. False, incomplete, or unresponsive statements in connection with a submission may be sufficient cause for the rejection of the submission. The valuation and determination of the fulfillment of the above requirement will be the responsibility of the CMZ Steering Committee and their decision shall be final. The CMZ Steering Committee reserves the right to interpret or change any provisions of this RFP at any time prior to the submission date. Such interpretations or changes will be in the form of addendum to this RFP. Such addendum will become part of this RFP and may become part of any resulting contract. Such addendum will be made available to each person or organization that is known to have received this RFP. Should such addendum require additional information not previously requested, a Company's failure to address the requirements of such addendum might result in the submission being disqualified or ranked lower in reviews. All proposals submitted in response to this RFP will become the exclusive property of the CMZ Steering Committee.

The CMZ and the Steering Committee shall not in any way be liable for any costs incurred in connection with the preparation of any submission submitted in response to this RFP.

The Company shall execute a Standard Agreement for services with the CMZ.

CMZ shall retain all proposals or return the same within its sole discretion. The selected company will be notified in writing and via email. Upon acceptance of a proposal and intent to award, the successful respondent will be required to fully execute and return all required project documents and certifications of insurance within ten (10) days from the Notice of Award. Any award is contingent upon the successful negotiation of the final Contract terms. Should the selected firm fail or refuse to execute the project documents, the CMZ reserves the right to accept the proposal of the firm offering the next best value to the CMZ, in its sole discretion.



## **Exhibit "A"**

### **1. Insurance Requirements**

#### **1.2 The minimum insurance policy and endorsement requirements are:**

- A. Commercial General Liability.** Insurance written on a per occurrence basis with limits not less than \$1,000,000, for bodily injury and property damage including coverage for contractual liability, personal injury, independent contractors, property in the Company's care, custody, or control, ongoing and products and completed operations.
- B. Commercial Automobile Liability.** Insurance written on a per accident/occurrence basis with a single limit of liability in the amount of \$1,000,000 for bodily injury and property damage. Said policy shall include coverage for any auto, owned, non-owned, leased and hired cars.
- C. Workers' Compensation.** Insurance policy as required by the Labor Code or legally self-insured pursuant to Labor Code section 3700 et seq. along with employer's liability limits of \$1,000,000.

#### **1.3 Each Company's insurance policies shall contain the following:**

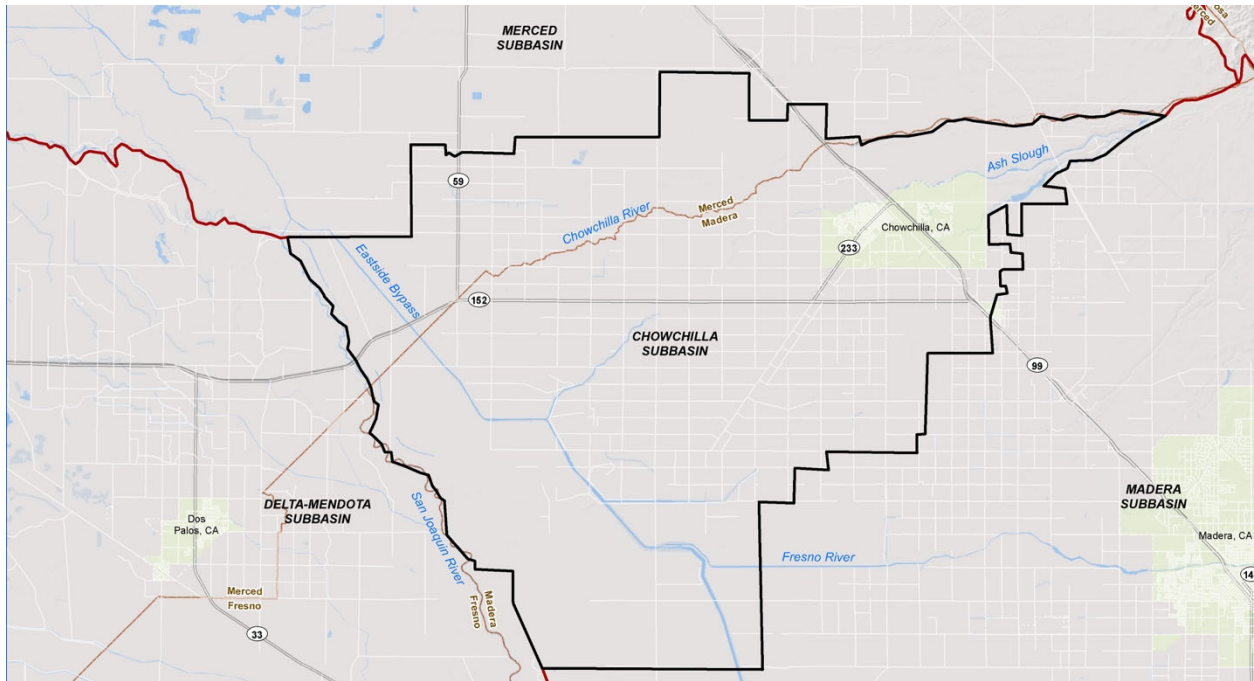
- D.** A provision or endorsement that the insurer names CMZ, its officers, directors, members, partners, employees, agents, consultants, and subcontractors as additional insured's (except Workers' Compensation and Professional Liability).
- E.** Along with the Company waiving its right to subrogation, a provision or endorsement whereby the insurer waives all right of subrogation, against CMZ, its representatives, officers, directors, members, partners, employees, agents, consultants, and subcontractors (except Professional Liability).
- F.** Company is required to provide notice of cancellation or material coverage change to CMZ within ten (10) days of receipt, along with an endorsement from the insurer providing that written notice shall be given to CMZ at least thirty (30) days prior to termination, cancellation, or reduction of coverage in the policy.
- G.** A provision or endorsement that such insurance is primary and non-contributory with respect to the interests of the additional insured's and that any other insurance



maintained by the additional insured's is excess and not contributing insurance with the insurance required.

- H. A provision or endorsement with a "cross liability" or "severability of interest" clause.

### Attachment A





**Attachment B**

Estimated Nitrate Level (mg/L as N)	DWR Well Completion Reports			2010 Census Block	
	Number of Domestic Wells			Estimated Population Outside PWS Boundary	Estimated Population Within PWS Boundary
	Outside PWS Boundaries	Within PWS Boundaries	Total		
<=2.5	197	5	202	946	3,110
>2.5 - 5.0	232	8	240	1,759	5,426
>5.0 - 7.5	124	0	124	991	2,455
>7.5 - 10.0	66	0	66	385	0
>10.0	64	0	64	401	0
Unknown	8	1	9	36	306
<b>Total</b>	<b>691</b>	<b>14</b>	<b>705</b>	<b>4,518</b>	<b>11,298</b>

**Estimated number of domestic wells in “elevated nitrate areas” = 130**  
**Estimated population in “elevated nitrate areas” = 786**