



April 23, 2021

REQUEST FOR PROPOSALS

Well Sampling and Water Analysis and Reporting

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 Sub-basin, as designated at that time, is identified in the Basin Plan as a Priority 1 groundwater basin.

Chowchilla Management Zone (CMZ) is a group of nitrate dischargers acting together via Memorandum of Agreement (MOA) set up to organize and operate CMZ in the Chowchilla Groundwater Subbasin, which consists of parts of Madera and Merced Counties (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 an Environmental Laboratory Accreditation Program (ELAP)-certified laboratory, or a qualified well sampling contractor working in conjunction with such a laboratory (hereafter jointly or singly described as "Contractor,") to conduct a sampling program of residential wells throughout the CMZ (see Attachment A), which will commence on May 7, 2021. The Contractor will analyze for Nitrate as N, and potentially other constituents (listed below) as directed by the CMZ. It is estimated there are approximately 800 domestic wells within the CMZ that are above the nitrate drinking water standard and may qualify for well sampling (see Attachment B).

Upon commencement of the sampling program, domestic well owners in the CMZ will be targeted with advertisements and public announcements encouraging their participation in the well sampling program (residents will be provided replacement water – not part of this contract – if nitrate concentrations exceed the drinking water standard). It is currently unknown how many residences will apply for the well testing program; however, CMZ anticipates 100 to 200 applicants within the first 6 months of the program.



Services provided by the Contractor will need to include residential domestic well sampling, analyzing constituents, providing well sample data to program managers, and submitting sample data to the State Water Board's GeoTracker database in the required format via electronic data transfer (EDT).

The Contractor will be required to accomplish the scope of work described below. Responding entities may provide a proposal covering one, multiple, or all tasks in the scope. CMZ may award to one or more firms for these services. Proposals should describe the project approach, hourly rates for all staff listed in the proposal, any other rates or charges for staff or subcontractors including the cost/sample analysis by laboratory, any travel costs related to work performed and any other standard charges.

3. Work, Schedule and Budget

The Contractor should propose a scope of work, schedule and budget based on the tasks and deliverables for a period of one year. Cost assumptions for the proposed scope should be well documented and organized to allow the CMZ Steering Committee to review and understand the basis of all costs.

The selected Contractor will supply all materials, equipment, labor, planning and coordination to provide the services listed in Part 4 below with implementation oversight and input by CMZ Management Team, Engineering Team, and Steering Committee.

4. Program Activities and Tasks

The project includes five main components:

- Traveling to domestic well locations
- Creating a sample collection protocol and collecting samples from water supply systems, including residential water supply wells
- Delivering water sample(s) to laboratory
- Performing water analysis
- Reporting analytical results to CMZ and GeoTracker

Project Tasks to be Included in a proposal:

Project Tasks and Deliverables

Presumed to be Primary Contractor Responsibility

TASKS

1. Program Management/ Well Sampling/CMZ Management Communications

1. Respond to CMZ program managers and communicate with residents to coordinate residential well sampling in the CMZ
2. Obtain residential domestic well samples on behalf of program participants, abiding by [proper](#)



[sampling protocols](#), including but not limited to, chain of custody forms, well sampling procedures, sample storage including temperature controls, transport and time requirements

3. Analyze water samples for program constituent by an ELAP-certified laboratory:
 - i. Nitrate as N (required)
 - ii. Total Coliform (as requested)
 - iii. E. Coli (as requested)
 - iv. Arsenic (as requested)
 - v. Total Chromium (as requested)
 - vi. Uranium (as requested)
 - vii. Copper (as requested)
 - viii. Lead (as requested)
 - ix. Perchlorate (as requested)
 - x. DBCP (as requested)
 - xi. EDB (as requested)
 - xii. 123-TCP (as requested)
4. Provide well sample analyte results to CMZ program managers in timely manner (within 1 week of sample date unless otherwise arranged)
5. Provide detailed reports and invoices for well sampling and analysis to CMZ Steering Committee and program managers

2. Data Management

1. Maintain records of samples and sample data files
2. Generate EDT for each well sample
3. Upload EDTs to GeoTracker

Project Schedule

Work is expected to begin upon finalization of contract/proposal.

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, Sampling Personnel, Clerical, and others, etc.), and provide a total fixed cost estimate per task. Provide analytical costs for each analyte; for each analyte, also show the analytical method and the reporting and detection limits. Invoicing is expected to be on a monthly basis (unless an otherwise agreed upon interval).



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.

Scope of Work

The scope of work should fully describe each task. Quantify any support or services the Contractor will expect from the subcontractors (if any). Note any changes or additions to the task descriptions that you feel may have been overlooked or which you feel may help clarify the work tasks. Please include the ELAP Laboratory (ies) the Contractor plans to use.

Experience

Submit information or data demonstrating the Contractor's experience in providing the required services. The work to be conducted for this project is time sensitive. The Contractor should provide examples of experience that demonstrate its ability to meet critical timelines.

Proposal Endorsement

The proposal shall contain a statement certifying that the Contractor has the capacity and available staff to complete the project on time. The endorsement shall include a statement that the contractor/firm 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 each of the following:

Chowchilla Management Zone – Chowchilladrinkingwater@gmail.com

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



Request for Proposal (RFP) Schedule

SCHEDULE

Release RFP to company/distribution
Proposals due to CMZ
Notification to company for oral interview (if necessary)
Finalize Contract and Begin contract scope of services

DATE

April 23, 2021
May 7, 2021
May 14, 2021
May 28, 2021

Any questions or comments may be directed to the management team at 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 Staff Experiences | 20% |
| 2. Completed Projects and References | 10% |
| 3. Project Plan –Execution Strategy | 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 firm'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 Contractor 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 contractor 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 Contractor'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 Contractor'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 Contractor 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.** Contractor 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



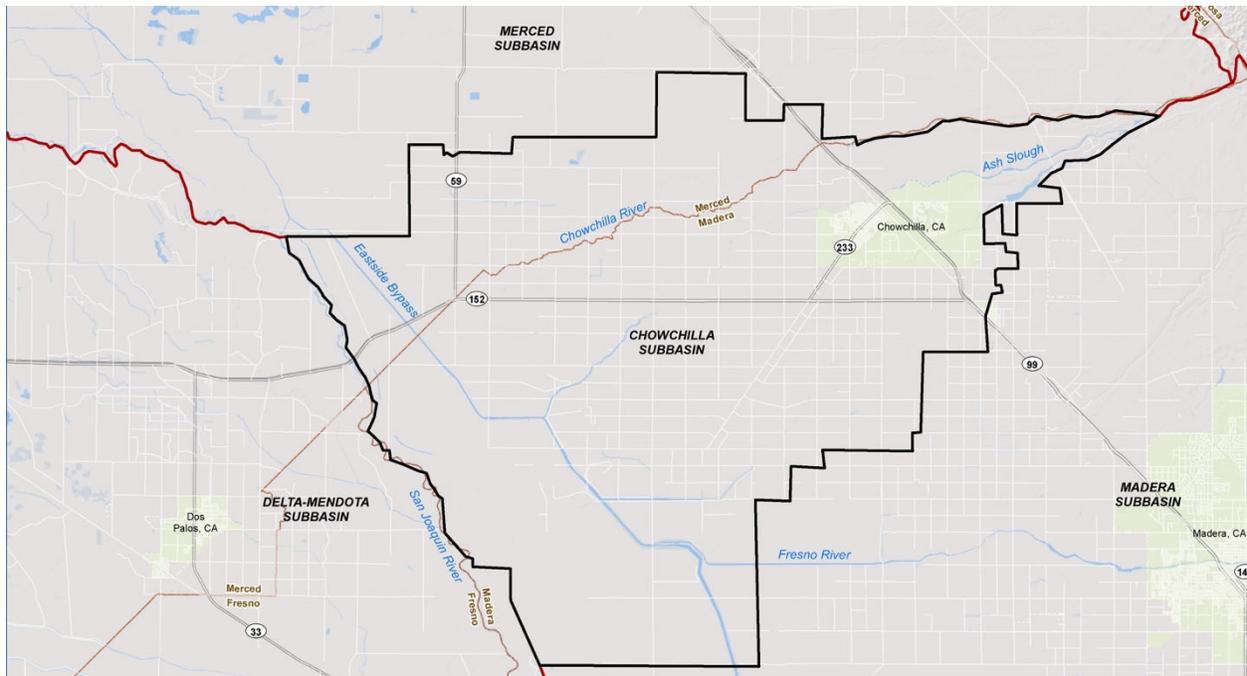
maintained by the additional insured's is excess and not contributing insurance with the insurance required.

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

1.4 These specific insurance requirements are mandated should the work involve any of the following activities:

A. Professional Liability/Errors and Omissions Insurance is required in the amount of \$1,000,000 for non-public works related professional services. For public works related professional services, Professional Liability/Errors and Omissions Insurance is required in the amount of \$5,000,000, unless otherwise authorized by the Executive Director.

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
Total	691	14	705	4,518	11,298

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