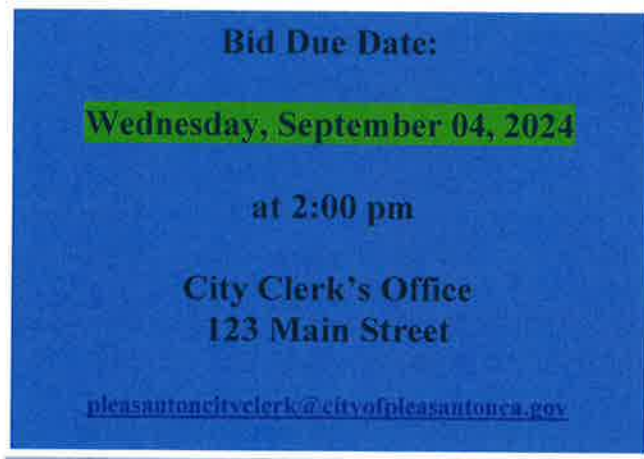


PUBLIC WORKS DEPARTMENT

REQUEST FOR PROPOSALS (RFP) #PWD 24.202

**CONSULTING SERVICES FOR: "CROSS-CONNECTION CONTROL PLAN &
HAZARD ASSESMENTS"**



BID MAY BE DISQUALIFIED IF BID PACKAGE DOES NOT INCLUDE ALL REQUESTED DOCUMENTS AND DOES NOT ADHERE TO ALL OF GUIDELINES IN THIS DOCUMENT

APPROVED

Siew-Chin Yeong
Director of Public Works

I. PURPOSE

The City of Pleasanton (City) is issuing this Request for Proposals (RFP) in seek of a consultant with a detailed understanding of the State Water Resources Control Board Cross-Connection Control Policy Handbook (CCCPH) requirements, to assist the City with the implementation of a hazard assessment and the preparation of a Cross-Connection Control Plan (CCCP).

Consultant services include three (3) specific tasks: 1) review and familiarization of the City’s backflow program; 2) facilitation of the CCCPH required initial hazard assessment to evaluate the potential for backflow into the potable distribution system; 3) preparation of the City’s Cross-Connection Control Plan in compliance with all required elements under the CCCPH and completed in time for submittal by the July 1, 2025, CCCPH defined due date.

This RFP has been posted on the City’s website and at the following location:

<https://www.cityofpleasantonca.gov/business/bids/>

<https://www.bidnetdirect.com/california/cityofpleasantonca>

It shall be the Contractor’s responsibility to check the City’s website to obtain any addenda that may be issued.

It is the bidder’s responsibility to ensure that it is received by the City Clerk prior to the proposal due date and time. It is strongly encouraged to allow for several additional days for mail processing. Late submissions may not be accepted and will be returned unopened.

II. BACKGROUND

The City of Pleasanton (City) owns and operates a potable distribution system consisting of more than 340 miles of piping, 12 pump stations, and 20 storage tanks. The City has an agreement with Zone 7 Water Agency (Zone 7) for potable water supply, which is received through 7 metered turnouts. In addition, the City has three (3) wells with a limited pumping quota from Zone 7. Currently all three wells are not in use, and the City is purchasing all potable water supply from Zone 7, which is sourced from a combination of surface water (State Water Project) and local groundwater pumped sources.

On December 19, 2023, the State Water Board (SWB) adopted the Cross-Connection Control Policy Handbook (CCCPH). The CCCPH became effective July 1, 2024, and will replace Title 17, the original statute governing cross connection controls on January 1, 2025. The purpose of the CCCPH is the protection of public health through the establishment of standards to protect the public water system’s potable distribution system through the prevention of any potential backflow or back-siphonage of water from end-user sources back into the potable distribution system. The City falls under the CCCPH definition of a “community water system” and is subject to the CCCPH requirements

III. SCOPE OF SERVICES

Tasks are broken down as follows:

1. Review the City’s current backflow program, potable distribution system, relevant existing City standards, and composition of end-user types for classification of low and high-risk hazard potential.

- a. Evaluation shall take into account the potential for auxiliary water supplies (e.g. wells), pumping systems, or pressure systems, and existing standards for residential fire systems.
 - b. Following review of City standards of applicable designs (e.g. residential fire protection systems, backflow prevention, etc.), consultant shall provide City with recommended changes, if any, to ensure compliance with the CCCPH.
2. Prepare the City’s Cross-Connection Control Plan (CCCP) in time for submittal by the July 1, 2025, due date in compliance with CCCPH Chapter 3, Article 1, Section 3.1.4(b), the information acquired from Task 1, and any concurrent Hazard Assessments effort under Task 3.
- a. The responsible signatory of the City’s CCCP will be the City’s Utilities Manager.
 - b. Advise on approach to address City’s compliance with CCCPH Chapter 3, Article 2, Section 3.2.2(e) for existing residential fire protection systems without DC protection.
 - i. City currently has an estimated 612 known parcels
 - c. Advise and develop a public outreach and educational program for City’s review/approval and inclusion under City’s to be developed CCCP section 9, in compliance with CCCPH Chapter 3, Article 1, Section 3.1.3(a)(9).
 - i. In Bidder “Fee Schedule” under Task 2, include itemized line item for services to provide community wide public relations/educational awareness for the City’s implementation, if Bidder has the ability to provide such services. This may include general awareness brochures/handouts (electronic version), local press releases, web site content of program overview and resources.
 - d. Prepare the draft CCCP for City review and comment no later than May 2025. Consultant may be requested to assist as technical support in informational meeting(s) at City Council or public workshops. Consultant shall incorporate comments from City into the final report ready for submittal prior to July 1, 2025.
 - i. Include in consultant “Fee Schedule” how technical support assistance for public workshops or City Council meetings will be charged (e.g. hourly rate, if in-person is travel included).
 - e. In developing the CCCP, the consultant shall prepare a template that can be used by the City in preparation of future updates.
3. Hazard Assessments: Advise on the hazard assessment approach, account type selection, conduct hazard assessments, and data management. Provide bid options for completing the hazard assessment **over a two-year time frame**. Consultant shall prioritize high hazard parcels within first year of implementation.
- a. In compliance with CCCPH Chapter 3, Article 2, Section 3.2.1, and the review conducted in Task 1; develop hazard assessment approach for City approval. The City’s end-user customers services are broken down as follows:
 - i. 19,967 Single-family residential

- ii. 525 Multi-Family Residential
 - iii. 1,057 Commercial (majority with backflow protection)
 - iv. 888 Irrigation (backflow protected)
 - v. 158 Recycled Water (157 are dedicated supply for landscape irrigation, and 1 is for dual-plumbed domestic use with backflow protection and current with cross connection testing)
 - b. Conduct hazard assessments for high hazard and suspected high hazard parcels. Consultant can either select to utilize City’s hazard assessment form (see **Attachment II**) or provide option of consultant’s recommended template/application.
 - c. Develop and implement if recommended/requested by City, low hazard parcels assessments. At a minimum, provide cost estimate for development and implementation of a residential customer survey for the identification of residential parcels with high hazards.
 - d. Consultant shall track the data obtained during all assessments by meter account number. Database of all records tracked will be provided to the City upon request and at the completion of the project.
 - e. Review with City staff consultant’s recommend approach(es) for addressing found hazards that require corrective action for informing the development of CCCP in Task 3, for City approval.
4. Additional Services, As-Needed requests made by the Project Manager:
- a. Provide assistance with conducting public workshop(s)/public outreach and/or City Council Meeting assistance with City staff, as-needed, to support the preparation, education, and communication of the City’s Cross-Connection Control Program. (Include any additional travel expenses for in-person versus virtual participation on Fee Schedule related to this work.)
 - b. Consultant shall include in proposal support to address comments the City may receive back from the State Water Board Division of Drinking Water following submittal, as well as any modifications/adjustment necessary to address new direction provided from State regulating body.

III. SUBMITTAL PROCESS

Proposals will be received by the City of Pleasanton City Clerk’s Office:

- In-person, Civic Center, at 123 Main Street, Pleasanton, CA 94566
- By mail to City of Pleasanton, P.O. Box 520, Pleasanton, CA 94566
- By Express Courier only, send to City Clerk’s Office 123 Main Street
- By email to: pleasantoncityclerk@cityofpleasantonca.gov

Deadline: Wednesday, September 04, 2024

Please reference the Title and Project Number for all Submittals

**“Cross Connection Control Plan”
Project No. PWD 24.202**

Qualifications and Proposals shall include completed Bid Response Package (see **Attachment I**) with the following: Consultant Information, Implementation Plan, Project Team, References, Fee Schedule based on Tasks, and any Additional Information deemed relevant by the Consultant. If an Addendum is issued must be submitted with acknowledgement with submitted Proposal.

IV. PROCURMENT SCHEDULE

RFP ADVERTISED:	August 16, 2024
Written Questions Due	August 28, 2024
Proposal Due Date:	Wednesday, September 04, 2024
Evaluation Period:	September 9 – September 11, 2024
City Council Consent Date	October 15, 2025
Begin Services:	October 22, 2024
Projection Completion Date	December 31, 2026

V. SELECTION PROCESS

It is the City’s intention to select the most qualified consultant in terms of work experience, implementation plan and project approach, knowledge of industry and regulation requirements, and offering the most competitive project cost. All proposals will be evaluated by the City Selection Committee (CSC). The CSC will be composed of City Staff and other parties that may have subject matter expertise or experience in the outlined Scope of Services.

Additional Information: Any additional information deemed necessary by your company to assist the City in the selection process including any special provisions or specifications that the consultant brings to the bid process and actual services may be submitted.

Late Submittals: Bids received after the time established for receiving bids will not be considered.

Rejection of Proposal: The City reserves the right to reject any or all proposals and to determine which bid is, in the City's judgment, the top ranked proposal by the CSC. The City also reserves the right to waive any inconsequential omissions or discrepancies in any proposal and to delete certain items listed

in the bid as set forth therein. Costs for developing, submitting, and presenting proposals are the sole responsibility of the Bidder and claims for reimbursement will not be accepted by the City.

Bid Withdrawal: Bidders claiming mistakes must specify in written detail how the errors occurred and must file their written statement with the Office of the City Clerk within five (5) working days of the bid opening. For bids opened between 2:00-3:00 p.m. on Thursdays, the deadline is 3:00 p.m. the following Thursday. Failure to meet the deadline may result in an otherwise valid claim for relief due to a mistake being denied. (ref. Public Contract Code §5100-5110). A bidder that has withdrawn its bid for mistake is prohibited from participating in further bidding on the project, including re-bids or a substantially similar project.

Bid Protest: Any bidder or other interested party desiring to protest any proposal must file a written bid protest with the Office of the City Clerk within five (5) working days of the bid opening. For bids opened between 2:00-3:00 p.m. on Thursdays, the Bid Protest Deadline is 3:00 p.m. the following Thursday.

The written bid protest must comply with the following requirements:

- a. Only a bidder who has actually submitted a bid for the subject project is eligible to submit a protest against another bidder. Subcontractors are not eligible to submit protests. A bidder may not rely on the protest submitted by another bidder but must timely pursue its own protest.
- b. The protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion(s) of the Contract Documents upon which the protest is based. The protest must contain the project number and project name. The protest must contain the name, address and telephone number of the person representing the protesting bidder.
- c. A copy of the protest and all supporting documents must also be transmitted by fax or email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- d. The protested bidder(s) may submit a written response to the protest, provided the response is received by the City before 5:00 p.m. within two (2) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner (“Response Deadline”). The response must include all supporting documentation and the name, address and telephone number of the person representing the protested bidder. Material submitted after the Response Deadline will not be considered.
- e. A copy of the protest response and all supporting documents must also be transmitted by fax or email, by or before the Response Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The procedures and time limits set forth in this section are mandatory and are the bidder’s sole and exclusive remedy in the event of bid protest. The bidder’s failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.
- g. In all cases, the first level of review of any protest shall be conducted by PWD Management Analyst which shall, within 48 hours of receiving a protest from the City Clerk’s office, will acknowledge receipt of protest in writing to the protesting bidder. As appropriate, the City

Clerk, the Project Manager, the Management Analyst, and/or the City Attorney will be consulted to resolve the protest.

- h. The City shall make their best effort to resolve the protest within twenty-five (25) working days after the protest is filed. A written determination of the protest will be issued to the protesting bidder by the PWD Management Analyst on behalf of the City.
- i. The City may not award the contract pending the City’s determination of the protest unless the contract award is justified for urgent and compelling reasons or is determined to be in the best interest of the City. Such justification or determination shall be approved by the Director of the Public Works Department or the designee.

VI. EVALUATION CRITERIA

1. All contact during the evaluation phase shall be through Public Works Department’s Management Analyst. Companies and persons submitting proposals should neither contact nor lobby evaluators during the evaluation process. Attempts to contact and/or influence members of the CSC may result in disqualification.
2. The CSC will select a short-list of firms qualified for this project to participate in an oral interview, if needed and at the discretion of the City. The interviews, at the discretion of the City, will be either via a video conferencing service or in person.
3. Based on qualifications provided in statements and oral interviews, the committee will rank the proposals. The top ranked proposal will be the selected.
4. The basic information that each section should contain is specified below, these specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed. However, other criteria may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the services being solicited.
5. Each of the Evaluation Criteria below will be used in determining the quality of proposals. The scores for all Evaluation Criteria will then be added, according to their assigned weight (below), to arrive at a score for each proposal. A proposal with a high total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any proposal is one hundred (100) points, if oral interviews are conducted by the CSC and/or a total of ninety (90) points prior to interviews.

The Evaluation Criteria and their respective weights are as follows:

	Evaluation Criteria	Weight
A.	Completeness of Response: Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.	Pass/Fail

B.	<p>Implementation Plan, Project Approach and Schedule: The Plan will be evaluated against the proposer’s understanding of the project’s scope of services and knowledge of the industry. Consultant to provide a detailed plan specific to how they will handle the project. The plan will include but not limited to communication, key personnel (integration of subcontractors, if applicable), the project approach should highlight key items for success, and an estimated schedule/duration of project.</p>	30 Points
C.	<p>Project Team & Reference Projects/Experience: Shall provide the project team structure with all personnel and sub-consultants, with highlighting key personnel including project roles, qualifications, and classifications that correspond to the Fee Schedule. Provide a minimum of three references for successful projects of similar in nature. Include client’s name, project name, brief description of project, contract value, and current contact information (name, title, and phone number).</p>	30 Points
D.	<p>FEE SCHEDULE: Consultant shall submit a broken-down cost to complete all tasks and services identified for this Project. The Fee Schedule/Rate Sheet should also include a list of hourly rates for each personnel classification, direct expense rates, and markups.</p>	30 Points
E.	<p>Oral Presentation and Interview (if needed): The oral presentation by each qualified proposer shall not exceed thirty (30) minutes in length. The oral interview will consist of standard questions asked of each of the companies or person making a proposal and specific questions regarding the specific proposal. Proposers will also be expected to elaborate and explain the Implementation Plan, Project Approach and Fee Schedule.</p>	10 Points

VII. AGREEMENT TERMS

The term of this agreement commences on October 22, 2024 and expires three-years from that date. The parties may extend this Agreement, by Amendment, for additional two (2), one-year terms, not to exceed five years for the total Agreement. The rates shall remain firm during the initial term of the Agreement, for the fourth or subsequent years of the Agreement, the cost of each one-year term may increase only by the change in the consumer price index for the San Francisco-Oakland-San Jose Metropolitan Area (all items index; all urban consumers) for the twelve-month period ending in August each year as published by the Bureau of Labor Statistics, U.S. Department of Labor. It is the sole responsibility of the contractor to provide the City with their new calculated rate sheet(s).

Within ten days of being notified by the City, Consultant shall submit to the City:

- A signed copy of the City’s standard Professional Services Agreement

- Certificates of Insurance, with Endorsement letter naming the City as additional insurer
- Evidence of a current business license to conduct business in the City of Pleasanton
- Completed W-9 Form for all new contractors

VIII. SPECIAL PROVISIONS & REQUIREMENTS

Insurance: Consultant and Sub-contractors must provide and maintain in full force for the duration of the Agreement General Liability and Bodily Injury Insurance, Automobile Insurance, Worker’s Compensation Insurance, Professional Liability Insurance and Certificates of Insurance with a supporting endorsement letter according to Agreement (**Attachment III**).

Reserved Rights: City retains the right to award a job to another consultant, to use City forces, or not to do the job at all. No, work shall be performed without being approved by the City’s designated Project Manager. There is no Maximum nor Minimum amount guaranteed for each individual Agreement.

Additional Information: The City reserves the right to request additional information and/or clarification from any or all respondents to this RFP.

Conflict of Interest: The City has established a policy concerning potential conflict of interest in program management, design and construction. This policy applies to all proposers and their proposed consultants/sub-consultants. See Standard Professional Services Agreement for additional information.

Payments: Invoices submitted to the City for payment must contain a brief description of work performed, with identified task if applicable, time used, personnel performing services and City reference number. Also included with the invoices is a tracking mechanism of the percentage of task completed in comparison to the available allocated dollar amounts per task. Rates included on the invoice must match the Fee Schedule/Rate Sheet on file with this Agreement. For all markups, all receipts and invoices must be submitted with invoice for reimbursement. Upon completion of work and acceptance by City, Consultant shall submit final invoice for payment.

Project Manager: The City’s Environmental Services Manager is the designated Project Manager over the contract term.

City of Pleasanton’s Standard Specifications and Details (July 2024): To the extent applicable, all projects shall adhere to the latest [City of Pleasanton Standard Specifications and Details July 2024](https://www.cityofpleasantonca.gov/assets/our-government/public-works/engineering/standard-details-2024.pdf), which can be accessed (see link below). The purpose of these Specifications is to provide minimum standards for materials used of construction for the City’s public infrastructure.
<https://www.cityofpleasantonca.gov/assets/our-government/public-works/engineering/standard-details-2024.pdf>

Labor Nondiscrimination

The awarded Contractor shall comply with the requirements of the State of California’s Standard Specification Code Section 7-1.01A(4) “Labor Nondiscrimination” under this contract.

Conflict of Interest

The City has established a policy concerning potential conflict of interest in maintenance

services, program management, design, and construction. This policy applies to all proposers and their proposed contractors/consultants/sub-consultants. See Standard Professional Services Contract for additional information.

Clarification Questions

Questions should be directed to the Management Analyst of the Public Works Department, Daniel Villasenor by email at dvillasenor@cityofpleasantonca.gov If interpretation or change is deemed necessary to the original documents, then the question(s) or modifications shall be addressed in writing and an Addendum shall be posted to the City’s website. To allow time for issuance of addenda, questions shall only be accepted prior to seven (7) calendar days before the bid opening date.

ATTACHMENTS:

ATTACHMENT I – PROPOSAL RESPONSE PACKAGE

ATTACHMENT II – HAZARD ASSESSMENT FORM

ATTACHMENT III – SAMPLE OF PROFESSIONAL AGREEMENT

ATTACHMENT I PROPOSAL RESPONSE PACKAGE REQUIREMENTS

Consultants must submit the following Content in the order listed:

- CONSULTANT INFORMATION** : legal name, address, year established, former names (if applicable), applicable licenses, contacts and signatures of principals of company. Cover letters are acceptable.
- IMPLEMENTATION PLAN/PROJECT APPROACH** : Plan to discuss the understanding of the Project Purpose, the Compliance Requirements and the challenges of the Scope of Services as outlined in this RFP. Consultant will include their project approach in relation to communication, key personnel (integration of subcontractors, if applicable), highlighted key items for success, estimated schedule/timelines and demonstration of ability to achieve goals and timelines of the project.
- PROJECT TEAM** : Shall provide the project team structure with all personnel and sub-consultants, with highlighting key personnel including project roles, qualifications, and classifications that correspond to the Fee Schedule.
- REFERENCE PROJECTS/EXPERIENCE**: Provide a minimum of three references for successful projects of similar in nature. Include client’s name, project name, brief description of project, contract value, and current contact information (name, title, and phone number).
- FEE SCHEDULE BASED ON IDENTIFIED TASKS**: Consultant shall submit a broken-down cost to complete all tasks and services identified for this Project. The Fee Schedule/Rate Sheet should also include a list of hourly rates for each personnel classification, direct expense rates, and markups that will be needed for any additional services.
- ADDITIONAL INFO**: Any additional information deemed necessary or relevant by your company to assist the City in the selection process including any special project provisions or specifications that the contractor brings to the bid process.
- CONFLICT OF INTEREST & LITIGATION STATEMENTS**: The proposing Consultant shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of the contract. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract. The proposing Consultant shall disclose any financial interest or relationship with any construction company that might submit bids on City projects. Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

IMPORTANT NOTICE: If consultant or other interested person is a corporation, give legal name of corporation, state where incorporated, and names of the president and secretary thereof; if a partnership, give name of the company, also names of individuals co-partners composing company; if consultant or other interested person is an individual, give first and last names in full.

CONSULTANT INFORMATION
(Required)

CONTRACTOR: (Company Name)		Year Est.:
BUSINESS ADDRESS:		
WEBSITE:		
APPLICABLE LICENSE(S) #:		
SUBMITTED BY:	Name: Title:	
TELEPHONE:	Office: Cell:	
EMAIL:	Email: Email:	

SIGNATURE: _____ DATE: _____

NAME: _____ TITLE: _____

I declare under penalty of perjury that I have the authority to execute this proposal and that the foregoing is true and correct.