

REQUEST FOR PROPOSALS

To Provide

A TURNKEY CROSS-CONNECTION CONTROL PROGRAM

SUBMIT PROPOSALS TO:

CAMROSA WATER DISTRICT

Attention: Norman Huff, General Manager 7385 Santa Rosa Rd. Camarillo, CA 93012

ISSUED: January 10, 2025

SUBMISSIONS DUE: February 7, 2025, by 5:00 pm

For additional information, contact Norman Huff at (805) 256-3318 or normanh@camrosa.com

Camrosa Water District 7385 Santa Rosa Rd., Camarillo, CA 93012 Phone (805) 388-0226

Table of Contents

I.	Request for Proposals	3	
11.	Introduction	3	
III.	Nature of Services Required	3	
IV.	General Proposal Information	4	
V.	Anticipated Schedule	5	
	Respondent Questions		
	Proposal Instructions		
	Selection Process		
IX.	Insurance Requirements	8	
	IBIT A – SCOPE OF WORK / MINIMUM REQUIREMENTS		
EXHIBIT B – SAMPLE AGREEMENT			

I. Request for Proposals

The Camrosa Water District (the District) is seeking proposals from qualified individuals and firms to provide a comprehensive, turnkey Cross-Connection Control Program in compliance with California's new Cross-Connection Control Policy Handbook (CCCPH). The selected firm will assist in ensuring compliance with the CCCPH while enhancing the District's ability to safeguard public health through effective backflow prevention and cross-connection control measures.

The selected individual or firm will enter into a contract with the District establishing the terms and compensation for the subject services and will report directly to and serve at the pleasure of the General Manager.

The RFP does not obligate the District to award an Agreement.

II. Introduction

The Camrosa Water District, located over 31 square miles in the County of Ventura, California, is an independent special district that operates under the authority of Division 12 of the California Water Code and is governed by the District's Board of Directors, comprised of 5 elected members. The District was originally formed under the law in 1962 as the Camarillo County Water District for the purpose of supplying potable water. The District has changed its name twice, first to the Camrosa County Water District in 1965, and then to its present name in 1987. Subsequently, the District expanded its operations to include wastewater collection and treatment to a portion of its service area.

Currently, the District provides three classes of water (potable, non-potable, and recycled) to a population of more than 32,700 people through approximately 11,404 service connections, which includes three master-metered communities. The majority of these connections are municipal and industrial, and the remainder are agricultural.

Potable water is a blend of imported State Water Project (SWP) water from the Sacramento-San Joaquin Delta and local groundwater; non-potable surface water is a combination of diverted surface water and local groundwater; and recycled water is a tertiary-treated product from the Camrosa Water Reclamation Facility (CWRF). Wastewater service is limited to 9,132 equivalent dwelling units (EDUs), including California State University of Channel Islands (CSUCI), a portion of the City of Camarillo, and a sliver of the City of Thousand Oaks. The remainder of the District is served by the Camarillo Sanitary District or on septic systems.

The District currently requires Backflow Prevention Assemblies (BPAs) on all potable connections that also have a non-potable/recycled water connection, fire service, or risk of cross-connection. There are approximately 1470 BPAs in the District. Up until July 1, 2025, the District is contracted with the County of Ventura to provide backflow device testing notifications, testing results database maintenance, and tester certification services. As of July 1, 2025, the County will no longer be offering these services.

III. Nature of Services Required

The qualified individual or firm is required to perform and complete the work and provide the services as set forth in Exhibit A of this RFP.

IV. General Proposal Information

- 1. Respondents are encouraged to carefully review this RFP in its entirety prior to preparation of their proposals.
- 2. All proposals submitted will become the property of the District.
- 3. Respondent may modify or amend its proposal only if the District received the amendment prior to the deadline stated herein for receiving Proposals.
- 4. A Proposal may be considered non-responsive if conditional, incomplete, or it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the Proposal.
- 5. Proposal Validity Proposals must be valid for a period of at least 120 days from the closing date and time of this solicitation.
- 6. Pre-Contractual Expenses The District shall not, under any circumstance, be liable for any pre-contractual expenses incurred by Respondents in the preparation of their Proposals. Respondents shall not include any such expenses as part of their Proposals. Pre-contractual expenses are defined as expenses incurred by the Respondent in preparing its Proposal in response to this solicitation, submitting the Proposal to the District, negotiating with the District on any matter related to the Proposal, and any other expenses incurred by the Respondent prior to the date of award and execution of an Agreement.
- 7. Right to Audit Following the execution of an Agreement and for a period of three (3) years following the completion of services, the District will have the right to audit the successful Respondent's (Awardee) invoices and all supporting documentation generated in the performance of services under the agreement.
- 8. Confidentiality Confidentiality of Proposals is subject to the following:
 - The District is subject to the Public Records Act, California Government Code Section 6250 et. Seq. As such, all required submittal information is subject to disclosure to the general public.
 - Respondent may provide supplemental information exempt from public disclosure under Government Code Section 6254, including "trade secrets" under Evidence Code Section 1060.
 Such supplemental information shall not be material to the required submittal information and the District shall be under no obligation to consider such supplemental information in its evaluation.
- 9. The District reserves the right to:
 - Reject any or all Proposals;
 - Select the Proposal most advantageous to the District;
 - Verify all information submitted in the Proposal;
 - Withdraw this solicitation at any time without prior notice and furthermore, makes no representation that any Agreement will be awarded to any Respondent responding to this solicitation;
 - Award its total requirements to one Respondent or to apportion those requirements among

two or more Respondents as the District may deem to be in its best interests;

- Negotiate the final Agreement with any Respondent(s) as necessary to serve the best interests of the District;
- Amend this solicitation;
- Amend the first Agreement to incorporate necessary attachments and exhibits or to reflect negotiations between the District and the successful Respondent.

V. Anticipated Schedule

The District has made every effort to include sufficient information within this RFP for a Respondent to prepare a responsive and comprehensive proposal. The timing of the proposal process is subject to change, depending on the needs of the District, but is anticipated as follows:

	Activity	Date
a)	RFP Issued	January 10, 2025
b)	Last day for Respondent comments/questions	January 24, 2025, 5:00 PM
c)	Proposal Submittal Deadline	February 7, 2025, 5:00 PM
d)	Proposals Review	February 10-12, 2025
e)	Selection of Top Firm	February 12, 2025
f)	Final Scope & Budget	February 19, 2025
g)	Contract Presented to Board of Directors	February 27, 2025
h)	Kick-off Meeting	TBD

VI. Respondent Questions

Questions regarding any aspects of this solicitation should be submitted via email to normanh@camrosa.com. If any Respondent has any questions, requests for clarification, or wishes to take any exceptions regarding any part of this solicitation or attachments, the Respondent must notify the District no later than January 24, 2025, by 5:00 pm, as noted above.

The responses will be delivered in the form of an addendum to this solicitation and be available on the District's website www.camrosa.com.

So that all Respondents will continue to have a fair and equal opportunity in this solicitation, an exception(s) will only be considered to correct errors or if all the Proposals submitted take exactly the same exception(s). The District's consideration of any exception shall not, in any way, be construed as the District's intent to grant said exception. Exceptions will be evaluated on a case-bycase basis and will be granted only to correct errors in the documentation or when it is deemed to be in the best interest of the District.

VII. Proposal Instructions

The proposal should be divided into sections as outlined below:

A. Submittal

1. Respondents shall submit Proposals either by email to: normanh@camrosa.com, by U.S. mail, or by hand delivery to:

Camrosa Water District CCCP RFP Attention: Norman Huff, General Manager 7385 Santa Rosa Rd. Camarillo, CA 93012

2. Proposals are due **NO LATER THAN 5:00 PM Pacific Standard Time on February 7, 2025**.

B. Response Requirements

- 1. The information requested below will be used to evaluate the Respondent's Proposal. Respondents may be deemed non-responsive if they do not respond to all Sections.
- 2. Proposals must be prepared simply and economically, providing a straightforward, concise description of methodology and approach to satisfy the requirements of this solicitation. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.
- 3. Respondent's Proposal shall be clear, concise, accurate, and comprehensive. There is a 15-page limit for the Proposal response and any appendix materials will not go towards the page limit. Excessive or irrelevant materials will not be favorably received.
- 4. The Proposals shall be organized in separate sections in the order presented below:

a) Executive Summary Letter

This letter shall be a brief formal letter from the Respondent that provides information regarding the individual or firm and its ability to fulfill the requirements of this solicitation. This letter must include the following information: complete legal name (as it would appear in an Agreement), address, contact person, telephone number, and email address. This letter shall identify all materials and enclosures being forwarded in response to the solicitation.

b) Qualifications, Capabilities, and Experience

Respondent shall provide a brief discussion of its qualifications and capabilities to perform work similar in nature to the services requested herein. In addition, the Respondent shall include the size of the Firm as to the number of clients, size of the Firm's staff, and the location of the administrative office.

The Respondent shall provide a list of major public District clients the firm has provided applicable services to during the last five (5) years in addition to providing a minimum of three (3) references from different clients for engagements performed in the last five (5) years where the services provided were the same or similar nature to the services requested herein. Respondent's Reference Information should include:

- Client's name, contact person, contact person's responsibility and relationship to the project, address, and telephone number.
- A description of the type and extent of the services provided by Respondent to the client.

 Names of key personnel on Respondent's team that participated in named projects and their specific responsibilities.

c) Key Personnel

Respondent shall provide the names, resumes, and a statement of qualifications of key personnel who are expected to be assigned to provide services under this agreement and shall identify their specific responsibilities.

Respondent shall submit a complete list of all sub-consultants and sub-contractors they intend to utilize in the provision of services requested in this solicitation. The selected firm may not award or engage any outside consultant without the District's prior notification and approval.

d) Required Disclosures

The following questions must be answered as part of your proposal:

- 1. To the extent they are reasonably foreseeable from the information in this RFP and the firm's knowledge of the District, do you have any actual or potential conflicts of interest or any arrangements or relationships, formal or informal, which may interfere with your ability to provide the desired services to the District?
- 2. Are there any investigations, lawsuits, or administrative proceedings involving the key individuals or the firm that the District should be aware of in considering your capacity to provide the desired services to the District?

e) Scope of Work

- 1. Description: Describe how the respondent would accomplish the requested scope of work.
- 2. List of Deliverables: Describe the key deliverables.
- 3. Timeframe: Describe when key deliverables will be completed. The timeframes provided should take into account key regulatory requirements and deadlines.

f) Cost Schedule

1. Proposed Cost Structure: Proposals may include fixed fee, hourly, and hybrid fee structure proposals. Costs should be specific as to whether they are a one-time, annual, or per-unit cost. The District may accept and incorporate the proposal (including fees and costs proposed) as part of the award/agreement process without further negotiation or, alternatively, may use it as the basis for negotiations. Consequently, Respondents are encouraged to provide their best pricing terms.

VIII. Selection Process

The General Manager and/or other designated staff, will review the proposals and consider the following factors to select the most qualified Respondent:

- Respondent Qualifications, Capabilities, and Experience
- Professional Qualifications of Key Personnel
- Ability to perform the full scope of work desired
- Timeliness of projected completion of key deliverables

Proposed Cost Schedule

By submitting responses to this solicitation, respondents understand and agree that the District may award a contract to a firm whose approach exceeds or varies from the requirements listed. The District will be the sole judge of which proposal best satisfies the needs of the District.

Negotiations regarding agreement terms, conditions, scope of services, and pricing may or may not be conducted with the selected Respondent. Therefore, Proposals submitted should represent the Respondent's most favorable terms and offering, since the selection and award may be made without discussion with any Respondent. If the District engages the Respondent in negotiations and satisfactory agreement provisions cannot be reached, then negotiations may be terminated. The District may elect to contact another firm submitting a Proposal. This sequence may continue until an agreement is reached.

IX. Insurance Requirements

The successful Respondent shall procure and maintain, for the duration of the agreement, insurance against claims for injuries to persons or damages to property arising from or in connection with the performance of the work performed. The successful Respondent shall provide the following coverage as applicable:

- 1. Commercial General Liability (CGL) Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.
- 2. **Automobile Liability** (as applicable) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with a limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
- 3. **Workers' Compensation Insurance** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the District, its directors, officers, employees, and authorized volunteers for losses paid under the terms of this policy which arise from work performed by the Named Insured for the District; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.
- 5. **Professional Liability** (also known as Errors & Omission) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

Prior to the start of work, the successful Respondent shall provide evidence of insurance from an insurer(s) certifying to the coverage, including an endorsement naming the District as an additional insured.

EXHIBITS:

Exhibit A - Scope of Work / Minimum Qualifications

Exhibit B – Sample Agreement

A Sample Agreement has been attached (Exhibit B) for your review. This agreement is representative of the agreement that will be executed upon award to the successful Respondent. Submission of your proposal in response to this solicitation constitutes your acceptance of all terms and conditions set forth in this sample agreement.

EXHIBIT A – SCOPE OF WORK / MINIMUM REQUIREMENTS

The selected firm will perform the following tasks:

- 1. Develop and Submit a Cross-Connection Control Plan
 - a. Prepare a detailed cross-connection control plan that meets all regulatory requirements and is tailored to the District's needs.
 - b. Submit the plan to the California State Water Board for approval and respond to any required revisions.

2. Program Coordination

- a. Act as the District's Program Coordinator and Cross-Connection Control Specialist.
- b. Serve as the main point of contact for all cross-connection-related activities and inquiries.

3. Policy Updates

- a. Assist in reviewing and updating the District's current policy documents to align with CCCPH requirements.
- 4. Backflow Prevention Assembly (BPA) Database Management
 - a. Provide and maintain a robust BPA database capable of meeting CCCPH record-keeping requirements.
 - b. Ensure database security, accessibility, and compliance with applicable data protection standards.

5. Online Portal for Testers

a. Provide an easy-to-use online portal for third-party testers to submit BPA field test results.

6. Tester Qualification Verification

- a. Verify that all third-party testers meet CCCPH qualification requirements before permitting them to submit field test results.
- 7. Testing Notifications and Failed Test Management
 - a. Send and manage annual testing notification letters to property owners.
 - b. Track and manage follow-ups for failed test results.

8. Hazard Assessments

- a. Conduct required hazard assessments per the District's cross-connection control plan schedule, once it is approved.
- b. Hazard Assessments may be accomplished through any state-approved method including, but not limited to: mail/email/phone/internet portal surveys, GIS analysis, physical inspections, etc.

9. Public Outreach and Education

a. Develop and execute a public outreach and education program to raise awareness about cross-connection control and backflow prevention.

10. Customer Service

a. Provide responsive customer service to the District's water customers and third-party testers as needed.

EXHIBIT B – SAMPLE AGREEMENT

Camrosa Water District 7385 Santa Rosa Rd. Camarillo, CA 93012 Telephone (805) 482-4677 - FAX (805) 987-4797

Some of the important terms of this agreement are printed on pages 2 through 3. For your protection, make sure that you read and understand all provisions before signing. The terms on Page 2 through 3 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO:		DATE:				
Agreement No.:						
The undersigned Consultant offers to furnish the following:						
Contract price \$:						
Contract Term:						
Instructions: Sign and return original. Upon acceptance by Camrosa Water District, a copy will be signed by its authorized representative and promptly returned to you. Insert below the names of your authorized representative(s).						
Accepted: Camrosa W	ater District C	consultant:				
By: Norman Huff	Ву	<u> </u>				
Title: General Manager	. Tit	le:				
Date:	Da	ate:				
Other authorized represen	ntative(s):	Other authorized representative(s):				

Consultant agrees with Camrosa Water District (District) that:

- a. Indemnification: To the extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify the District, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from negligent acts, errors or omissions of Consultant or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from the District's sole negligence or willful acts.
- b. **Minimum Insurance Requirements:** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subcontractors.
- c. **Coverage:** Coverage shall be at least as broad as the following:
 - 1. Commercial General Liability (CGL) Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.
 - 2. **Automobile Liability** (If applicable) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with a limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
 - 3. **Workers' Compensation Insurance -** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - 4. Waiver of Subrogation: The insurer(s) named above agree to waive all rights of subrogation against the District, its directors, officers, employees, and authorized volunteers for losses paid under the terms of this policy which arise from work performed by the Named Insured for the District; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.
 - 5. **Professional Liability** (also known as Errors & Omission) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

d. If Claims Made Policies:

- 1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Other Required Provisions: The general liability policy must contain, or be endorsed to contain, the following provisions:

a. **Additional Insured Status:** District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations

- performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.
- b. **Primary Coverage:** For any claims related to this project, the Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District, its directors, officers, employees, and authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by the District The District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

Acceptability of Insurers: Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or as otherwise approved by the District.

Verification of Coverage: Consultant shall furnish the District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration and Endorsements pages listing all policy endorsements. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to Camrosa Water District at least ten (10) days prior to the expiration date.

Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the District, its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

Other Requirements:

- a. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)."
- b. Payment, unless otherwise specified on Page 1, is to be 30 days after acceptance by the District.
- c. Permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.
- d. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by the District. Consultant's "other authorized representative(s)" has/have the authority to execute such written change for Consultant.

The District may terminate this Agreement at any time, with or without cause, giving written notice to Consultant, specifying the effective date of termination.