



VALLEY OF THE MOON WATER DISTRICT

A Public Agency Established in 1962
19039 Bay Street · P.O. Box 280
El Verano, CA 95433-0280
Phone: (707) 996-1037
Fax: (707) 996-7615

August 23, 2023

Sent via email.

RE: Valley of the Moon Water District Request for Engineering Proposals

(due by COB October 2nd, 2023)

Valley of the Moon Water District (District) is issuing this request for proposals (RFP) from qualified firms to provide design services for the below-described pump station battery walls. The field data gathering component will be done by the chosen consultant with the assistance of District staff.

Project 3046, Pump Station Battery Wall Design:

This project will consist of a 30% design for a battery backup system that will run all the SCADA and monitoring components at a given pump station site while the power is out rather than running a diesel-powered generator for the duration of a power outage. If the pump needs to run during the outage, the District's SCADA system (or other mechanism) will first generate a call to turn on the diesel-powered generator, when power is stable, the pump will be called saving diesel and minimizing fuel deliveries to potentially difficult areas after an emergency such as a fire or earthquake. It is proposed that this effort result in a 30% design, rather than a 100% design, because District staff will be responsible for most of the procurement and installation work, and CORE Utilities (the District's SCADA consultant) will need to do some SCADA programming for the system to work seamlessly at all of the District's seven (7) pump stations that also have on-site power generation.

The RFP process:

1. The District will release and advertise this RFP
2. Qualified firms may respond to the RFP by supplying the requested information as well as any other information they deem necessary or pertinent by the deadline
3. Responses to the RFP will be scored based on the below scoring matrix and placed in order of highest to lowest score
4. Contract negotiations can then commence with the firm receiving the highest score
5. Upon successful negotiation, a contract will be executed between the District and the chosen firm

DIRECTORS:
OFFICERS:

Gary Bryant – Steve Caniglia – Jon Foreman – Steve Rogers – Colleen Yudin-Cowan
Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

RFP Sections:

The RFP is broken into the following sections: **Qualifications, Tasks, and Cost Estimate.**

Qualifications:

Please provide the following in the Qualifications section of your proposal:

- A list of successful projects that your firm has completed (need not be comprehensive)
- At least three references from satisfied customers – ideally with similar projects
- The full legal name and address of your company
- Acknowledgment of insurance requirements (actual certificates will follow a signed contract)
- **Optional:** List of personnel that will be assigned to this project and their background/expertise

Tasks:

Task 1 Document and Equipment Review

- Collect and review relevant plans, maps, drawings, 'as-built' records, and wiring diagrams.
- Review power demand (individual components) at each of the seven pump stations in the field. This will be done alongside a District operator.
- Interview District staff to gather information on operational parameters.

Task 2 Deliverables (needed by February 2024):

- List of components needed at each pump station including, chargers switchgear, batteries, inverters, enclosures, wire, connectors, mounting equipment, fasteners, etc.
- Opinion of probable cost (OPC) for equipment at each site.

Cost Estimate:

Please provide a cost estimate for each task in your proposal as well as a “total” cost for all items described.

Scoring of proposals:

Proposals will be ranked based on the following scoring matrix:

Scoring Category	Possible Score
Expertise and qualifications of firm/project manager	30
Cost	30
Response to RFP scope of work	40
Total Possible	100

If interested in providing the District with a proposal, please do so by **COB October 2nd, 2023**. Staff is available to answer any questions you may have and will issue an addendum to all on the email list for relevant questions. No specific format for questions is required, though email is preferred. **No addendum will be issued later than September 25th, 2023**. We look forward to receiving and reviewing your proposal.

Sincerely,



Matt Fullner – General Manager

mfullner@vomwd.org

Attached:

- **Example Contract**

Example Contract:

Valley of the Moon Water District
P.O. Box 280, El Verano, CA 95433
Phone (707) 996-1037

Some of the important terms of this agreement are printed on Pages 2 - 4. For your protection, make sure that you read and understand all provisions before signing. The terms on the following pages are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: _____ DATE: _____

Agreement No. **3046-XX** _____

The undersigned Consultant offers to furnish the following:
(Negotiated Services per [reference document])

Contract price \$ _____

Completion date _____

Instructions: Sign and return original. Upon acceptance by Valley of the Moon 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 Valley of the Moon
: Water District

Consultant:

(Business Name)

By _____

By _____

Title General Manager _____

Title _____

Other authorized representative(s):

DIRECTORS:
OFFICERS:

Gary Bryant – Steve Caniglia – Jon Foreman – Steve Rogers – Colleen Yudin-Cowan
Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

Model 2 – Professional Services

Indemnification – To the extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify Valley of the Moon Water District (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 all acts 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.

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 sub-contractors.

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 or the full per occurrence limits of the policies available, whichever is greater. 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 necessary) 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 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 limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.
4. **Professional Liability** - (Also known as Errors & Omission – *Technology Exposure – see pg. 3 Other Considerations) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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.**

DIRECTORS:
OFFICERS:

Gary Bryant – Steve Caniglia – Jon Foreman – Steve Rogers – Colleen Yudin-Cowan
Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

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:

1. **Additional Insured Status:** The 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.
2. **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 Member Water Agency 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 pages and Endorsement pages.

Sub-contractors - Consultant shall require and verify that all sub-contractor 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 are an additional insured on Commercial General Liability Coverage.

DIRECTORS:
OFFICERS:

Gary Bryant – Steve Caniglia – Jon Foreman – Steve Rogers – Colleen Yudin-Cowan
Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

Other Contractual considerations:

Professional Services – Professional Liability coverage is normally required if the Consultant is providing a professional service regulated by the state (Examples of service providers regulated by the state are insurance agents, doctors, certified public accountants, lawyers, etc.). However, other professional Consultants, such as computer or software designers, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk management or JPIA Member Services.

If Technology Vendor Provider - include:

Cyber Liability Insurance (Technology Professional Liability – Errors and Omissions), with limits not less than \$2,000,000 per occurrence or claim, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

DIRECTORS:
OFFICERS:

Gary Bryant – Steve Caniglia – Jon Foreman – Steve Rogers – Colleen Yudin-Cowan
Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel