



*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

**July 19, 2024**

To: Backflow Prevention Assembly Testers

Sent via email

**Re: Request for Proposals (RFP) for Testing and Maintenance of District-Required Backflow Prevention Devices**

**Proposals from interested parties are due by 2:00 PM August 30<sup>th</sup>, 2024.**

Dear Tester,

Valley of the Moon Water District (District) is requesting proposals from companies that provide backflow prevention device testing services for all 1,669 required devices within the District for calendar year 2025.

If you/your company is interested in supplying a proposal to the District, please follow the format outlined in the spreadsheet accompanying this letter. As you will see, most of the devices in the District are ¾" RP devices. Of the 1,069 ¾" RPs, about 910 are located within four large HOAs and are nearly all the same model (Wilkins 975 XL2). The four HOAs are: Sonoma Greens, Temelec, Creekside Village, and Chanterelle. These areas offer easy access and little or no drive-time between tests. The remainder of the devices are all located in the Sonoma Valley within the District's boundary between the Trinity Oaks subdivision of Glen Ellen in the north, and the Seven Flags Mobile Home Park in the south.

Below, please find additional information and instructions for submitting a proposal:

- All ¾" and 1" devices will have maintenance included in the testing fee. Maintenance will mean time to install new parts (not the parts themselves), cleaning, lubing, reassembling the device and retesting. Maintenance will not include replacement of the device. If parts are needed, the costs will be recorded and billed to the District. Those charges will be passed through to the customer via their regular water bill.
- No maintenance will be included in the testing fee of any device 1 ½" or larger. On a failed test of a device 1 ½" or larger, the contractor will make the needed repairs (not including device replacement)

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

and retest the device. The repair costs will be recorded and billed to the District. Those charges will be passed through to the customer via their regular water bill.

- If a device fails and needs to be replaced, please provide an estimate to replace and test the device. The customer will be notified of the failure, given the opportunity to have a new device installed by a tester of their choosing or to request that the District's contractor perform the work as quoted. In such case, the contractor will bill the District and the customer will be billed via their regular water bill for the work.
- Please Include a "service call" fee or hourly rate for both regular business hours and after hours (including weekends, evenings, and holidays). This is intended to cover responding, evaluation, troubleshooting, making repairs and testing the device. Any parts needed would be charged in addition to the service call fee. If a service call is needed, it will be recorded and billed to the District. Those charges will be passed through to the customer via their regular water bill.
- Please provide a "new device testing" fee. This is for when a new device is installed and needs to be tested before water service can be initiated or re-initiated. If you wish to charge the same as your annual testing fee for any other device of the same category, please state "per schedule" in this cell.
- The contract will commence in calendar year 2025 and may be extended two (2) times with up to a 2% (two percent) increase each year on testing and hourly rates for a total of three (3) years total contract time without further competitive proposals being obtained by the District, provided both parties agree to and sign said contract at the beginning of each year prior to the commencement of testing.
- A test sheet will be provided by the District that is pre-populated with the address, size, type, make and model (if known) for each device. Space will also be given to record extra work conducted because of a failure. Repairs made to the device will be recorded on the form. The forms may be printed by the District or the tester and will be provided in electronic format.
- The contractor must have and maintain for the duration of the contract, a valid C-36 Plumbing Contractor's license.
- Please include references in your proposal. References for which large-scale testing has been provided is preferred.

The District is aware of three 1 ¼" RP devices, one 1 ¼" DC device, and one 2 ½" RP device in the District. Please accommodate these odd-sized devices as follows: 1 ¼" devices charged as 1" devices, and 2 ½" device charged as a 2" device.

**Please also note** that the DCDA devices are for dedicated fire lines and may be alarmed. Additional coordination time may be needed to disable the alarm and test these devices. It is anticipated that price to test these devices will reflect that increased time requirement. It will be the testers responsibility to coordinate with the customer to make any needed arrangements prior to testing.

A spreadsheet showing the size, type, serial number, and location of all devices as well as a test form will be supplied to the company providing the winning proposal. All tests, repairs, and reports to the District must be finalized within calendar year 2025.

Proposals are due by **2:00 PM August 30<sup>th</sup>, 2024**. Please email your proposal to Matt Fullner at [mfullner@vomwd.org](mailto:mfullner@vomwd.org) please title your email: "Backflow Device Testing Proposal".

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**Prevailing Wage:**

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Every contractor will be required to secure the payment of workers' compensation to his or her employees. Labor Code Section 1860. The contractor shall post the applicable prevailing wage rate on the project site. Labor Code Section 1771.4. The project is subject to prevailing wages. The applicable wage rates are available at [www.dir.ca.gov](http://www.dir.ca.gov).

Please provide the following along with your proposal:

1. A cover letter including: full legal name, address, and contractor’s license number of your company
2. Proof of insurance. The winning company will need to list the District as additional insured (please see Exhibit A, “Example Contract” attached)
3. Valid AWWA Backflow Prevention Assembly Tester Certifications for each tester you plan to use on the project
4. Calibration certifications for each test kit you plan to use on the project (a statement that renewal will be provided to the District upon commencement of testing will suffice)

**Scoring of Proposals:**

Proposals will be ranked based on the following scoring matrix:

Scoring Category	Possible Score
References	25
Contract Costs	20
Service Costs	20
Response to RFP (scope, accuracy and completeness)	35
Total Possible	100

Please feel free to contact me by phone or email if you have any questions. Relevant questions will be answered in “addendum” format and shared with all on the email distribution list. **No addendum shall be issued later than August 22<sup>nd</sup> 2024.**

Yours,

Matt Fullner – General Manager

Attached:

- 2025 - BFP Testing Proposal Format (Excel spreadsheet)
- Exhibit A, “Example Contract”

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**Exhibit A, "Example Contract"**

**Valley of the Moon Water District**  
**P.O. Box 280, El Verano, CA 95433**  
**Telephone (707) 996-1037 - FAX (707) 996-7615**

Some of the important terms of this agreement are printed on pages 2-6. For your protection, make sure that you read and understand all provisions before signing. The terms on pages 2-6 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Project No. \_\_\_\_\_

(sent via email XXXXX)

**The undersigned Contractor offers to furnish the following:**

Per estimate dated XXXXX. Estimate attached.

Contract price \_\_\_\_\_

Completion date: \_\_\_\_\_

Instructions: Sign and return the 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: Matt Fullner  
Valley of the Moon Water District

Contractor: \_\_\_\_\_  
COMPANY NAME

Signature: \_\_\_\_\_  
Title: General Manager

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Other authorized representative(s)  
Clayton Church  
Water System Manager

Other authorized representative(s)  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_

## Service Providers Contract

**Recommended Indemnification Language** – To the extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify Valley of the Moon Water 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 Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from Valley of the Moon Water District's sole negligence or willful acts.

**Minimum Insurance Requirements:** Contractor 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 Contractor, his agents, representatives, employees or subcontractors.

**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 Valley of the Moon Water District) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor 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 Valley of the Moon Water 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 Valley of the Moon Water District; but this provision applies regardless of whether or not the Valley of the Moon Water District has received a waiver of subrogation from the insurer.

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

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

1. **Additional Insured Status:** Valley of the Moon Water District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10

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10 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

2. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Valley of the Moon Water District, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Valley of the Moon Water District its directors, officers, employees and authorized volunteers shall be excess of the Contractor'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 Valley of the Moon Water District.

**Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the Valley of the Moon Water District. The Valley of the Moon Water District may require the Contractor 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 Valley of the Moon Water 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 Valley of the Moon Water District.

**Verification of Coverage** – Contractor shall furnish the Valley of the Moon Water 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 Valley of the Moon Water District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Valley of the Moon Water District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

**Subcontractors** - Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Valley of the Moon Water District its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

**Safety:**

In the performance of this contract the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply

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the payment of workers' compensation to his or her employees. Labor Code Section 1860. The contractor shall post the applicable prevailing wage rate on the project site. Labor Code Section 1771.4. The project is subject to prevailing wages. The applicable wage rates are available at [www.dir.ca.gov](http://www.dir.ca.gov).

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Valley of the Moon Water District BFP Proposal Table

Submitted By: **Your Company Name Here**

Number of devices on file	Device size/type	Cost of test and maintenance	Totals
<b>3/4" and 1" to include testing and maintenance including repair parts. (910 estimated 3/4" RPs in HOA areas, 159 3/4" RPs not in HOAs)</b>			
910	3/4" RP		\$ -
159	3/4" RP		\$ -
144	3/4" DC		\$ -
* 178	1" RP		\$ -
* 80	1" DC		\$ -
<b>Prices below are for testing only.</b>			
40	1 1/2" RP		\$ -
7	1 1/2" DC		\$ -
* 71	2" RP		\$ -
2	2" DC		\$ -
* 5	3" RP HYDRANT		\$ -
13	3" RP		\$ -
0	3" DC		\$ -
6	4" RP		\$ -
2	4" DC		\$ -
18	4" DCDA		\$ -
4	6" RP		\$ -
4	6" DC		\$ -
16	6" DCDA		\$ -
5	8" DCDA		\$ -
2	10" DCDA		\$ -
* 3	AG Inspection		\$ -

\* See "Notes" Tab Total: \$ -

Total No. of inspections: 1669

Regular hourly rate for repairs	1/4 hour extension	Business hours service fee	After hours service fee/hr	*New Device Testing

*Device Replacement Cost by Size	
Device Size/Type	Replacement Cost
3/4" RP	
3/4" DC	
1" RP	
1" DC	
1 1/2" RP	
1 1/2" DC	
2" RP	
2" DC	
3" RP	
3" DC	
4" RP	
4" DC	
4" DCDA	
6" RP	
6" DC	
6" DCDA	
8" DCDA	
10" DCDA	