



# City of Lompoc

RFP No 2536 ADDENDUM NO. 2

## Recycled Water Feasibility Study

THE DATE TODAY IS: Tuesday, December 15, 2009

Please note the following changes, additions and/or deletions to this procurement named above.

1) Do the required sealed envelope and included fee summary tables count against the 20 page proposal limit?

**No.**

2) Is there a limit to the # of project descriptions that can be included within the written proposal or is the "three to five projects" limit referenced on Page 9 of the RFP specifically associated with Attachment B of the RFP?

**No, project limits Attachments do not count.**

3) Does inclusion of the "Proposal Attachment A, Public Documents," "Proposal Attachment B, Bidder References," and "Proposal Attachment C, Proposal Signature Form" count against the 20 page proposal limit?

**Attachments do not count. The RFP seeks succinct quality proposals.**

This Addendum must be acknowledged and returned on or before the final date for acceptance December 18, 2009. Addendum May Be Faxed to (805) 735-7628. Thank you,

Ray Ambler  
Purchasing and Materials Manager

Bidder's Acknowledgment: I/We the undersigned bidder hereby acknowledge this Addendum to RFP/BID No.2536-2.

(Please type or print)

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE (PLEASE PRINT)

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
FAX

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# City of Lompoc

RFP No 2536

## Recycled Water Feasibility Study

ADDENDUM NO. 1 11/25/2009

The following questions were received at the Pre-Proposal Meeting for the Recycled Water Feasibility Study held on November 24, 2009. Responses have been provided for each the questions to the best of the City's knowledge and understanding of the project at this time. Follow-up questions should be directed to the appropriate Purchasing Office Staff as indicated in the Request for Proposals.

**Q1 – Could the City provide additional information on historical effluent flow and water quality data from the Wastewater Reclamation Plant?**

A1 – The City will separately provide an annual report on the effluent flow and water quality data from the Lompoc Regional Wastewater Reclamation Plant (LRWRP).

**Q2 – Are there “at least 3” alternatives to be considered for the Alternatives Development Task or “up to 3”?**

A2 – Up to 3 alternatives (a maximum of 3) should be developed for the Alternatives Development Task.

**Q3 – Is there a driving factor for the 3 month estimated schedule for completion of the project?**

A3 – No. There is no impending deadline or immediate driver for the 3 month estimated schedule for the project. The City would like to complete the Feasibility Study in a reasonable amount of time.

**Q4 – Is the City's billing and metering data linked to the GIS data?**

A4 – Currently there is no direct link or integration between the City's billing and metering systems and the City's GIS. There was a one-time conversion of billing data to the City's hydraulic model for the water system but this has not been updated in several years. However, the billing and metering data, along with customer addresses, will be made available during the project in an easily accessible data format.

**Q5 – Is there an intention to include a review of recharge basins as an alternative use of recycled water?**

A5 – Yes. The City would like to include groundwater recharge basins as a possible use of the recycled water. This is not intended to contain a full review and analysis of groundwater recharge. The extent of the work included in the Feasibility Study should be limited to a review of the available information on groundwater recharge and storage, and its potential as one of the uses for recycled water. Documents and permits related to a previous study of recharge

basins will be made available to the selected consultant. Also, note that there is a Salt Management Plan that will be in development over the next year and should be considered in the alternatives evaluation for its potential impact on the delivery and use of recycled water. This plan will be completed by December 2010 for submittal to the Regional Water Quality Control Board.

**Q6 – How will the cost estimates be considered relative to the other scoring criteria? (several related questions were asked on this topic)**

A6 – The City intends to conduct an evaluation and scoring of the technical proposals, based on the selection criteria in the RFP, prior to opening and scoring the cost proposals. All technical and cost proposals will be reviewed and evaluated to determine the proposal that best meets the needs and is the most advantageous for the City. The scoring criteria will be applied based on the 60% for evaluation criteria related to the technical proposal and 40% to the cost proposal. The City may select a bidder that does not have the lowest cost proposal, as the fee is but one evaluation factor in the award decision process. The cost estimate and fee proposal shall be used as the basis for fee negotiation with the selected consultant.

**Q7 – Do the technical memorandums in the individual scope tasks need to be submitted to the City before the draft and final report?**

A7 – No. In order to keep the project schedule short and the level of effort lower, the City does not intend to review intermediate technical memorandums or other submittals before the draft and final report. However, the City does expect to be involved in discussions related to the results of the individual tasks throughout the project, so there are limited questions and/or redirection of the project at the alternatives workshop and in the draft and final report.

**Q8 – How does the City intend to fund the project?**

A8 – The City has adequately funded the project from available and discretionary Public Works Department funds. The project was not included as a separate budget line item in the current year CIP.

**Q9 – Does the City have estimates of current groundwater usage by potential users outside the City limits, such as agricultural or other uses?**

A9 – No. The City does not have estimates of groundwater usage by users outside the City limits. The selected consultant will need to make assumptions as to these uses.

**Q10 – Does the City have existing ordinance and/or regulations for recycled water?**

A10 – Yes. The City does have existing ordinances for recycled water use, primarily for “gray water” uses. These ordinances are available for review on the City’s web site at <http://www.cityoflompoc.com/>.

**Q11 – Does the City have a hydraulic model for the water system and, if so, what is it?**

A11 – Yes. The City has a current hydraulic model for the water distribution system. The software is MWHSOFT H2OMAP Water GIS Version 8.0 Update 7. The City does not have a model for the wastewater collections system.

**Q12 – Do all contacts and questions related to the RFP need to go through the City Purchasing Office?**

A12 – Yes. All contacts and questions related to the RFP must go through Ray Ambler at the City Purchasing Office. Contact information has been provided in the RFP.

**Q13 – What are the current treatment processes in place at the Water Reclamation Plant?**

A13 – With the recent upgrade for the treatment plant, the processes include screening, grit removal and handling, secondary treatment, secondary clarification (oxidation ditch), flow equalization, tertiary filtration, UV disinfection, and solids handling (DAF, aerobic digestion, sludge lagoons and drying beds). Refer to the City web site for more information: <http://www.cityoflompop.com/utilities/wastewater/>.

**Q14 – Does additional pumping and treatment need to be considered in the cost estimates for the alternatives evaluation?**

A14 – Yes. Additional pumping and possible additional treatment should be considered in the cost estimates for the alternatives evaluation. The need and extent of these requirements will be based on the alternatives that are considered.

**Q15 – Can the sign-in sheet be provided to all attendees?**

A15 – Yes. The City has provided the attached copy of the sign-in sheet to all attendees of the pre-proposal meeting.

**Attachments:**

- Meeting signup Sheet, November 24, Lompop Water Treatment Plant
- 2008 Annual Report

This Addendum must be acknowledged and returned on or before the final date for acceptance or proposals. Addendum May Be Faxed to (805) 735-7628. Thank you,



Ray Ambler  
Purchasing and Materials Manager

Bidder's Acknowledgment: I/We the undersigned bidder hereby acknowledge this Addendum to RFP/BID No. 2536 .

(Please type or print)

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE (PLEASE PRINT)

\_\_\_\_\_  
DATE



## City of Lompoc

Request for Proposal # 2536

### Recycled Water Feasibility Study

11/16/2009

Notice is hereby given that sealed Proposals will be received per the attached specifications, at the office of the Purchasing and Materials Manager, 1300 West Laurel Avenue, Lompoc, California, until 2:00 p.m. on Friday, December 18, 2009. The Proposal Project number and due date must appear on the outside of the submission envelope. Proposals will not be publicly opened and read.

Please immediately complete the Proposer Contact Information Sheet and fax to 805-735-7628 to be added to the list to receive all clarifications and addendums.

A November 24, 2009 non mandatory Pre-Proposal Meeting at 10:00 a.m. Beyond the Pre-Proposal meeting the only authorized City contact will be the Purchasing Officer listed below or other contact through Purchasing Office Staff, from the original issue date through the contracting period. Interested bidders or their representatives are not allowed to communicate with City staff regarding this solicitation. If any bidder is found to be in violation of this provision, the City reserves the right to reject their bid.

It is the responsibility of the bidder/Proposer to see that any bid/proposal submitted shall have sufficient time to be received by the Purchasing Office prior to bid/proposal opening time. Late bid/proposal will be returned to the bidder/Proposer unopened. The receiving time in the Purchasing Office will be the governing time for acceptability of bid/proposals. Bid/proposals will not be accepted by telephone or facsimile machine. All bid/proposals must bear original signatures and figures.

Ray Ambler  
Purchasing & Materials Manager

## **Scope of Work and Schedule**

Provide a detailed scope of work and project schedule addressing each major task through completion of the Final Report. The Scope of Work and Schedule should be written so that it may be incorporated as attachment to the Agency's Standard Consulting Services Agreement.

### ***Detailed Cost Proposal***

Provide a detailed cost proposal to complete the Scope of Work. Cost Proposal to include hourly rates for each classification submitted (including overtime, benefits, administrative overhead, travel, and per diem). Details of all reimbursable direct and indirect costs must be identified separately. Include a guaranteed not to exceed total.

### ***PROJECT BACKGROUND AND OBJECTIVES***

The City of Lompoc (City) is interested in exploring the opportunities to use recycled water for groundwater recharge and/or irrigation, industrial, or commercial uses. The objective of this project is to determine the feasibility of developing a recycled water system to replenish the groundwater basin and reduce the need of groundwater pumping for non-potable demand types.

### ***Water System***

The City's potable water system currently serves about 5,500 acre-feet per year (afy) to more than 13,000 households. The water system service area is comprised of all areas within the City limits, except for the US Penitentiary. The City also provides water service outside the City boundaries to residences in Miguelito Canyon and Santa Ynez River Park.

The City's primary water supply source is groundwater, with the exception of a small area of the City, Frick Springs, which receives treated surface water. The City does not import any water. The City pumps groundwater from the Lompoc Groundwater Basin (Basin) using a well field consisting of nine (9) groundwater wells. Water from the wells is conveyed to the Lompoc Water Treatment Plant (LWTP), which has a peak treatment capacity of 10 million gallons per day (mgd). Treated groundwater is then pumped into the City's distribution system, which includes four (4) reservoirs with a combined capacity of 12 million gallons (MG).

The Basin is divided into a system of sub-basins, which is in overdraft according to a water level trend study conducted in 2001. However, the City has entered into an agreement with the Santa Ynez River Water Conservation District (SYRWCD) and the

Lake Cachuma Member Units that addresses a number of concerns related to the operation of Lake Cachuma Reservoir and the protection of water quality in the Lompoc Plain. Based on this agreement and minimal amount of overdraft compared to the annual usage, the Basin is considered to be in long-term equilibrium through 2025.

### ***Wastewater System***

The City owns the Lompoc Regional Wastewater Reclamation Plant (LRWRP), which utilizes advanced secondary treatment technology (the new facility when on line will use tertiary technology) to meet the State of California Title 22 Standards. The plant has a design capacity of just over 5.0 mgd and an instantaneous wet weather flow capacity of 15 mgd. Although storm water runoff is collected by a separate storm drain system, minimal infiltration into the sanitary sewer system from storm water occurs.

### ***Recycled Water***

Currently, effluent from the LRWRP is discharged into the Santa Ynez River, which recharges the Lompoc Plain Groundwater Basin. Effluent is also used for construction soil compaction, dust control, and irrigation.

The City believes that there is potential use of recycled water for groundwater recharge, however, it would also like to evaluate the feasibility of using recycled water for other purposes, such as agricultural irrigation and industrial or commercial uses, or possibly wetlands.

## ***PROJECT DESCRIPTION***

The City of Lompoc desires to be good stewards of its water resources and a responsible agency for its customers. As part of these goals, the City of Lompoc is requesting proposals for a project to document the feasibility of developing a recycled water system. The project will determine where there are opportunities for recycled water, what barriers exist to implementing a recycled water system, and a cost/benefit analysis for its development.

As part of this feasibility the following major items will need to be addressed:

- Identification of pertinent regulatory requirements
- Market assessment of potential customers and demand estimates
- Recycled water supply availability and quality
- System alternatives development
- Feasibility analysis including cost/benefits
- Recommendations and further analysis needs

The City envisions the tasks included in the following Scope of Services, as a minimum, for successful completion of the feasibility study.

## **SCOPE OF SERVICES**

The scope of services for this consultant services contract shall include performing all work necessary to produce the feasibility study, cost/benefit analysis, recommendations and report(s) in order to establish the feasibility of developing a recycled water system for the City. Such services shall include, but not be limited to, the scope tasks and submittals specified in this section. For all submittals, the consultant shall at no additional cost to the City, correct errors, omissions, and unworkable and/or improper information whether discovered during or after the completion of the review process.

The City shall be the owner of all work produced for this project, and such work shall be provided by the consultant upon the City's request. Deliverables shall include hard copy, MS Word, and Adobe PDF files for all reports. It shall be the responsibility of the proposer to, in the process of work on this project, verify the accuracy and completeness of all information used for work on this project.

The City requests that proposals respond to this Scope of Services using the same sequence of scope tasks. Proposed deliverables shall be listed with each task. Please note, where necessary, any recommended changes or additions to tasks described below.

### ***Task 1 - PROJECT MANAGEMENT AND MEETINGS***

#### **Task 1A - Project Schedule and Status Reports**

CONSULTANT shall submit an initial schedule with pertinent milestones for the major tasks involved in the Project. The schedule shall be updated as required during the Project. The CONSULTANT shall prepare monthly status reports that report the progress on each project task. The monthly status reports and schedule updates shall be submitted with the monthly billings.

#### **Task 1B - Kickoff Meeting and Project Meetings**

CONSULTANT shall conduct a Kickoff Meeting with City staff to discuss the overall plan, scope, schedule, deliverables, and expectations for the Project. Following the Kickoff Meeting, Project Meetings shall be held by the CONSULTANT approximately once a month to provide status updates for the City and to complete the Scope of Services. Conference calls are an acceptable method of communication for Project Meetings in

cases where multiple City staff do not need to participate or where review of project deliverables are not involved.

CONSULTANT shall prepare and submit an electronic copy of the meeting agenda at least five (5) working days before each meeting. CONSULTANT shall prepare and submit an electronic copy of the meeting minutes to the City within five (5) working days after each meeting.

### ***Task 2 - - DATA COLLECTION AND REVIEW***

CONSULTANT shall collect and review the background information, reference materials, and data necessary to prepare the recycled water feasibility study report.

CONSULTANT shall prepare and bring a detailed data-gathering list to the project Kickoff Meeting and provide updates to the City with the monthly status reports.

The information review will include, but not be limited to, the following:

- Review of related reports, such as the City's Water Master Plan, Wastewater Master Plan, Urban Water Management Plan, General Plan and Specific Plans.
- Review of historical water consumption, water production, wastewater treatment flows, and water quality records
- Review of drawings and maps, GIS data, and aerial photography.
- Review of City design standards and specifications
- Gathering pertinent information from other agencies and companies

### ***Task 3 - - REVIEW OF STANDARDS, ORDINANCES, AND REGULATIONS***

CONSULTANT shall review the City's existing water and wastewater systems with regards to the City's design standards, groundwater basin management agreements, water quality management practices, and federal and state regulations.

As part of this task the CONSULTANT shall:

- Summarize the City's design standards applicable to recycled water systems;
- Review the City's ordinances related to recycled water systems and make recommendations for changes, if necessary;
- Review and summarize the status of the permit previously obtained by the City for future design of recycled water spreading basins;
- Review and summarize the Lompoc Plain Groundwater Basin Plan, including the agreements regarding State of California Water Resources Control Board decision WR 89-18 and the Santa Ynez Water Conservation District, related to periodical water releases made from the Cachuma Reservoir to maintain groundwater levels;

- Summarize State and Federal existing water quality standards.
- Describe the ongoing developments of State and Federal water quality standards related to recycled water systems.
- Discuss connection issues driven by Water Code and City Ordinance changes.

CONSULTANT shall summarize the findings of this task in a concise technical memorandum that describes current and future standards, ordinances, and regulations that could impact the development of the City's recycled water system. The technical memorandum will be submitted as a section of the draft and final report.

#### ***Task 4 - - RECYCLED WATER MARKET ASSESSMENT***

CONSULTANT shall identify potential recycled water customers within the City's service area boundary by evaluating the historical billing records, general plan land use maps, specific plans, aerial photography maps, and other demand related information. Potential customers to be evaluated shall include golf courses, City parks, cemeteries, prisons and detention facilities, schools, homeowners associations, agricultural users, industrial users, other large water users, and surface recharge basins. CONSULTANT shall quantify the recycled water market by developing a GIS-based list of the most viable reuse customers. The summary table will include all readily available information on potential customers, such as:

- Customer name
- Customer address
- Number of meters on site
- Size of water meters
- Billing classification
- Acreage (if irrigable site)
- Current potable water demand
- Estimated recycled water demand
- Typical usage pattern

CONSULTANT shall summarize the findings of this task in a concise technical memorandum that includes a graphical presentation of the potential recycled water customers, a description of the customers with the highest potential for recycled water use, and recycled water demand summaries based on the available information. Contact with potential customers via site visits or telephone interviews is not required as part of this Scope of Services. The technical memorandum will be submitted as a section of the draft and final report.

#### ***Task 5 - - RECYCLED WATER SUPPLY EVALUATION***

CONSULTANT shall review historical effluent flow and water quality data from the Lompoc Regional Wastewater Reclamation Plant (LRWRP) to quantify the potential

supply of recycled water. In addition, the most recent wastewater master plan shall be reviewed to project the recycled water supply for future planning years. The projected supplies shall be compared with the recycled water demands estimated in Task 4 (Recycled Water Market Assessment).

CONSULTANT shall also evaluate the LRWRP effluent water quality data with respect to the recycled water quality standards, ordinances, and regulations as reviewed in Task 2. This will include comparison to various parameters with the California Department of Public Health Title 22 requirements, Basin Plan requirements, and specific customer requirements. Identify any potential water quality issues that may include, but are not limited to, the parameters of: Electrical Conductivity (EC), Total Dissolved Solids (TDS), Sodium Absorption Ratio (SAR), sodium, calcium and magnesium, chloride, boron, bicarbonate, pH, ammonia, nitrate, tin, and combined nitrogen.

The findings of this task shall be summarized in a concise technical memorandum, which as a minimum needs to include a discussion of the historical wastewater flows, the projected recycled water supply availability, comparison of the projected supply and demand, water quality summary, and conclusions regarding treatment needs to meet specific user requirements. The technical memorandum will be submitted as a section of the draft and final report.

## ***Task 6 - FEASIBILITY ANALYSIS***

### **Task 6A - Alternatives Development**

CONSULTANT shall develop up to three (3) system alternatives for the City's recycled water system. The system alternatives may include various options for serving all potential large customers; a selected group of customers; potential use of satellite facilities; and/or development of groundwater recharge basins. A preliminary system layout of potential pipeline routes shall be prepared for each alternative by connecting the large customers.

CONSULTANT shall prepare a map-based graphical representation of each alternative depicting the proposed infrastructure with preliminary pipeline alignments, sizing, and customers served.

For each alternative, CONSULTANT shall prepare planning level cost estimates and a description of potential constraints such as water quality, environmental, legal, permitting, constructability, or other implementation challenges. Planning level cost estimates for treatment, pipelines, pump station, and storage facilities shall be prepared that include considerations for both capital and O&M costs.

**Task 6B - Alternatives Evaluation**

CONSULTANT shall conduct a workshop with the City to review and evaluate the alternatives. Based on the outcome of the workshop, CONSULTANT shall develop recommendations of the preferred alternative(s) with most advantageous cost/benefits for the City. CONSULTANT shall discuss further analysis needs and next steps in development of the recycled water system, if deemed appropriate.

CONSULTANT shall document the findings of this task and results of the workshop, with recommendations, in a concise technical memorandum. The technical memorandum will be submitted as a section of the draft and final report.

***Task 7 - - REPORT PREPARATION*****Task 7A - Draft Report**

CONSULTANT shall prepare the Draft Recycled Water Feasibility Study that fully documents all aspects of the Project. It shall include the information presented in the technical memorandums developed throughout the project with consideration to the comments received from City staff in each of the meetings and workshops. The Draft report shall also include an Executive Summary and appendices to provide pertinent reference information. Five (5) hard copies of the Draft Report shall be submitted in 3-ring binders.

The City will review the Draft Report and provided comments within ten (10) working days.

**Task 7B - Final Report**

CONSULTANT shall meet with the City to discuss the comments on the Draft Report and incorporate these comments and prepare the Final Report.

Five (5) hard copies of the Final Report shall be submitted in 3-ring binders. In addition, one (1) electronic copy with the report files in native format and Adobe PDF format shall be provided on CD-ROM.

***PROPOSAL CONTENT***

Each firm's response to this request for proposals should be in the form of a proposal to perform the professional services listed herein, with a corresponding estimate of your staff time and fee required.

All proposals shall include, as a minimum, the following elements:

1. **Cover Letter:** Provide a cover letter that includes the RFP title and applicant firm's name and shall be signed by an official authorized to bind the firm. The cover letter shall contain a statement indicating that the proposal is valid for ninety days. Include a statement that this RFP and the Consultant's Proposal will jointly become part of the "Agreement for Professional Consultant Services" for this project when said Agreement is fully executed by the Consultant and the City of Lompoc. Also include a statement that the professional services to be provided, and fees therefore, will be in accordance with the City's RFP, except as otherwise specified in the Consultant's Proposal under the heading "EXCEPTIONS OR ADDITIONS"
2. **Project Understanding:** Provide a summary of the consultant's understanding and general approach to the project.
3. **Scope of Work:** Provide a detailed Scope of Work to accomplish the various tasks included in the requested Scope of Services. Describe all labor, materials, tools, equipment, incidentals, professional staff and sub-consultants to fully complete the project. Provide a description of information and participation the consultant desires from City staff. Clearly describe and designate any recommended exceptions or additions to the City's requested Scope of Services.
4. **Project Staff:** Provide a staff organization chart and present the names, experience, and proposed duties of the Project Manager and other key personnel to be assigned to conduct the work, including any sub-consultants. Resumes shall be included for the Project Manager and other key personnel. Include education, employment history and experience relevant to the project. If one or more of the Consultant's Staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
5. **Relevant Experience:** Provide a list of three to five projects where the proposed Project Manager and key team members have performed similar work by completing Attachment B.
6. **Project Schedule:** Provide a proposed project schedule for preparation of the study. The City estimates that the project can be completed within a three (3) month timeframe. If that is not a reasonable expectation, so indicate and describe a recommended schedule for completion.
7. **Staff Hour Allocation:** Provide a table listing project tasks and subtasks, with proposed staff and staff hours for each. Provide estimated total hours for each task and for the project. Include hours for any sub-consultants on team.

8. Exceptions or Additions: A single and separate section with the heading "EXCEPTIONS OR ADDITIONS" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultants Proposal is contingent and which shall take precedent over this RFP. Reference any recommended exceptions or additions to the City's requested Scope of Services in this section.
9. Fee Summary: In a sealed envelope, provide a cover letter, fee summary, and rate schedule for all personnel, project costs, other direct costs and expenses anticipated to be involved in the project. The fee summary shall include a cost and hour breakdown consistent with the requirements of the requested Scope of Services. Provide an estimated fee for each phase of the project and a total overall Not-to-Exceed Fee for the Project. Include a statement that all charges for professional services for this project will be limited to a "Not-to-Exceed Fee," unless the City authorizes additional charges in writing, and said "Not-to-Exceed Fee" shall be as submitted with and made a part of said Consultant's Proposal. Payment will be for actual time and expenses expended in furnishing authorized professional services up to said "Not-to-Exceed Fee." Provide a copy of the Consultant's current rate schedule with corresponding effective dates.
10. Other Statements: Provide a statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
11. Proposal Forms – Complete and return as a part of your proposal.  
Attachment A – Public Documents  
Attachment B - References  
Attachment C – Signature Page

## ***PROPOSAL FORMAT***

Five copies of each proposal submitted must be received by the Purchasing Department no later than the due date shown on the first page of this RFP.

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement are, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will

reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

The consultant agrees that all work shall be performed as approved or authorized by the City, and that the consultant will cooperate and work in accordance with direction received from the City during the project.

Pre-contractual expenses are defined as expenses incurred by the Consultant in:

- Preparing the Proposal;
- Submitting the Proposal to the City;
- Presentation during selection interview;
- Negotiating with the City any matter related to this Proposal;
- Any other expenses incurred by the Consultant prior to an executed Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.

The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposals for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).

The City reserves the right to reject any or all Proposals submitted. The City may deem it necessary to interview applicants, and reserves the right to interview as part of the selection process. Any Contract awarded for these consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

Proposals that fail to provide sufficient information or assurances of performance, or to accurately assess each category of the required services, or to comply with requirements and conditions of the RFP will not be given further consideration.

Any Contract to be awarded as a result of this Request for Proposal will be awarded without discrimination based on race, color, religion, sex, or national origin.

The Consultant's Proposal shall be no more than 20 pages, one-sided, excluding a cover letter of up to two pages, dividers, and resumes. The RFP will not be counted when included in the Proposal. The Proposal is to be as concise as possible and limit extraneous materials.

The Consultant shall be required to comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent contractor. The personnel performing said Engineering Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said professional services and shall be responsible for all employee reports and obligations, including but not necessarily limited to social security, income tax withholding, unemployment compensation, and Worker's Compensation.

## ***SCHEDULE***

The City's preliminary desired schedule for the project is as follows:

- November 13, 2009 Request for Proposals Issued
- November 23, 2009 Deadline for Written Questions by 2:00pm
- November 24, 2009 Pre-Proposal Meeting at 10:00am (non mandatory)
- December 18, 2009 Proposals Due by 2:00pm
- January, 2010 Execution of Consultant Contract & NTP
- April, 2010 Submittal of Final Report

The estimated duration of the project is approximately three (3) months from Notice to Proceed to Submittal of Final Report. As noted, a non-mandatory Pre-Proposal Meeting is planned to be held at City Hall at 10:00am on Tuesday, November 24, 2009. All written questions will receive responses at this meeting, along with any other verbal questions. Following the Pre-Proposal Meeting, a written response will be provided for all questions to all interested parties. Please submit questions to Ray Ambler via email at the following address: [r\\_ambler@ci.lompoc.ca.us](mailto:r_ambler@ci.lompoc.ca.us).

## ***PRE-PROPOSAL MEETING***

A Non Mandatory Pre-Proposal Meeting will be held November 24, 2009 at 10:00 AM:

City of Lompoc  
Water Treatment Plant  
601 East North  
Lompoc, CA 93436

Google maps or map-quest can provide directions.

Project specific questions will be answered at the Pre-Proposal meeting and summarized by an addendum to the solicitation. After All general questions must be in writing via email or fax. No phone calls.

## **BUDGET**

The City staff has estimated a total project budget of \$60,000 to perform all services requested for this work as described in this Request for Proposals. The City does seek a fair cost estimate based on the Statement of Work. The fee is but one evaluation factor in the award decision process, not the only factor.

Consultants are encouraged to provide suggestions for additional services or modifications to the requested services that could potentially streamline or enhance the overall outcome of the project. Any additions, deletions, or changes should be clearly designated in the Consultant's Scope of Work and budgeted separately from the base Scope of Services requested in this Request for Proposals.

## **SELECTION CRITERIA**

The Proposals will be evaluated according to the following criteria:

- **Project Team** - Similar experience, references, and qualifications of the Project Manager and other individual project team members. **(10%)**
- **Understanding and Approach** - Clear understanding of the City's requested Scope of Services and a general approach to the work that is organized, efficient, and promote the highest quality product possible for the City. **(15%)**
- **Similar Experience** - Demonstrated previous project experience, qualifications, and references relevant to the type of project being considered. **(10%)**
- **Resource Allocation** - Adequate resources and the ability to provide experienced professional services in an efficient manner. **(10%)**
- **Schedule** - Demonstrated ability to perform all required work within the desired project schedule. **(15%)**
- **Fee Summary** - Acceptable cost estimate, fee summary and rate schedule to accomplish all required work. **(40%)**

The consultant shall submit with the proposal, in a separate sealed envelope, a cost estimate and fee schedule, which will not be reviewed prior to evaluation of each proposal. The cost estimate shall be in a similar format to the resource allocation matrix, and shall contain in rows a list of tasks for the project, and in columns the appropriate staff job titles assigned to the work with the estimated number of hours

allocated to each staff type per task, estimated expenses per task, and the total estimated fee per task. The cost estimate and fee proposal shall be used as the basis for fee negotiation with the selected consultant.

After proposals are received and evaluated, the Consultant may be invited to a selection interview depending on the number and quality of the submittals.

The firm whose submittal is selected by the City will be contacted for the purpose of entering into negotiations with the City for a possible written agreement. Final costs will be determined through negotiations with the firm selected.

There can be no assurance that negotiations will result in a finalized agreement. The City and the respondent will not be obligated in any way unless and until a written agreement is entered into and executed by both parties.

If negotiations with the first-ranked consultant are not successful, negotiations may be initiated with the second-ranked consultant. This procedure may be continued, initiating negotiations with the other ranked consultants in sequence of ranking selected by the City, until a mutually satisfactory agreement has been reached.

## Proposal Attachment A

Complete and return

### ***Public Documents***

All proposals submitted in response to this RFP shall become the property of the CITY and will be a matter of public record, subject to the State of California Public Records Act (California Government Code Section 6250 et seq.).

In addition to the requested copies under SUBMISSION REQUIREMENTS, all Proposers may be required to supply one unbound, complete, duplicate copy of its proposal with those specific items claimed as exempt clearly marked (redacted). This copy must identify what specific information (if any) in their proposal that they claim, in good faith, is exempt from disclosure under the CPRA.

Any Proposer claiming such exemption must also by completing this form state in the proposal the following:

"The Proposer agrees to indemnify the City and its officers, employees, and agents, and hold them harmless from any claim or liability and will defend any action brought against the City for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any person making a request therefore." Failure to include such a statement shall constitute a waiver of a Proposer's right to exemption from disclosure.

CPRA Exempt Items are included

Or  No CPRA Exempt Items

---

Proposer Name:

---

Signature

---

Print Authorized Name and Title

## Proposal Attachment B

### ***Bidder References***

List and describe fully three contracts performed by your firm which demonstrate your ability to provide the supplies, equipment, or services included with the scope of the Proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

#### **Reference No. 1**

Customer Name: \_\_\_\_\_

Contact Individual: \_\_\_\_\_ Phone No: \_\_\_\_\_

Address: \_\_\_\_\_

City State Zip: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Year: \_\_\_\_\_

Description of Supplies, Equipment, or Services Provided: \_\_\_\_\_

#### **Reference No. 2**

Customer Name: \_\_\_\_\_

Contact Individual: \_\_\_\_\_ Phone No: \_\_\_\_\_

Address: \_\_\_\_\_

City State Zip: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Year: \_\_\_\_\_

Description of Supplies, Equipment, or Services Provided: \_\_\_\_\_

#### **Reference No. 3**

Customer Name: \_\_\_\_\_

Contact Individual: \_\_\_\_\_ Phone No: \_\_\_\_\_

Address: \_\_\_\_\_

City State Zip: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Year: \_\_\_\_\_

Description of Supplies, Equipment, or Services Provided: \_\_\_\_\_

## Proposal Attachment C

### PROPOSAL SIGNATURE FORM

(Complete & return)

Responding to a Request for Proposal the undersigned proposer agrees to provide professional services in accordance with the specifications.

All information submitted by proposer, including signatures, must be original. Copies will not be accepted. The representations herein are made under penalty of perjury.

We hereby certify that:

- That this proposal was not made in the interest of or on behalf of any undisclosed person, partnership, association or corporation.
- That this proposal is genuine and not collusion or sham; and that we did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal.
- That we have not, directly or indirectly, by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Lompoc, or any other proposer or anyone else interested in the proposed contract; and further,
- Did not, in any manner, directly or indirectly, seek by agreements, communications, or conference with anyone to raise or fix any overhead, profit, or cost element of this proposal price, or that of anyone else.

We hereby offer to sell the City of Lompoc the above material and/or service at the prices shown and under the terms and conditions printed hereon or attached or referenced.

(Please type or print)

Company Name	Signature of Authorized Representative	
Street Address	Name & Title (please print)	
City, State, Zip Code	Date	
E-Mail Address	Telephone	Fax

## General Terms and Conditions

1. **THE SOLE POINT OF CONTACT** for purposes of this RFP is the Procurement Officer. All communications regarding this solicitation are to be made solely through the Procurement Officer or his/her designee. Only information communicated by the Procurement Officer or his/her designee in writing shall be the official position of the City.
2. **City of Lompoc**  
**Ray Ambler**  
**1300 West Laurel Avenue**  
**Lompoc, CA 93436**  
**(805)875-8003 fax (805)735-7628**
3. **CANCELATION** The Department may cancel this solicitation as provided by Lompoc City Code reject all proposals submitted in response when this action is determined to be in the City's best interests
4. **ERRORS** Should a vendor find discrepancies in the specifications or contract provisions included in this solicitation, or should there be doubt as to the meaning or intent of any section or subsection herein, the vendor should request clarification from the Procurement Officer. Failure to request a clarification prior to the due date will be a waiver of any claim by the vendor for expenses made necessary by reason of later interpretation of the contract documents; Offerors will be bound to the Department's interpretation
5. **FIRM PRICES** All prices must be firm for 90 days from the date of the proposal opening & be inclusive. Upon award, prices will be in effect for the term of the contract.
6. **FINAL AWARD** - An award is final only upon approval by the appropriate office of the City of Lompoc and execution on behalf of the City.
7. **IRREGULARITIES** The Department reserves the right to accept or reject all proposals, in whole or in part, and to waive or permit cure of minor irregularities.
8. **NO OBLIGATION** The issuance of this proposal request creates no obligation on the part of the City and the City reserves the unconditional right at its option to either reject all proposals or waive any irregularities or informalities therein.
9. **ORDER OF PRECEDENCE:** Any Agreement resulting from this RFP will consist of the following documents, in order of precedence, and shall be the entire agreement between parties:

Final Signed Contract  
Purchase Order  
CITY's Request for Proposals  
CONTRACTOR's Proposal

10. **RESERVATIONS** - The Department reserves the right to amend this solicitation at any time prior to the proposal due date and furnish an addendum to all registered proposers.
11. **SIMPLE PREPARATION** Proposals should be prepared simply and economically, providing a straight forward, concise description of the Offerors ability to fulfill the requirements of this solicitation. The Department is not responsible for any expenses incurred by Offerors in preparing and submitting proposals in response to this solicitation.
12. **SUBMISSION OF A SIGNED PROPOSAL** will be interpreted to mean that the proposer has thereby agreed to all conditions, instructions, descriptions and specifications contained herein.
13. **VENUE:** The contract shall be in accordance with the laws of the State of California and the County of Santa Barbara, California is the only appropriate forum for any litigation. In the event a suit or action is instituted arising out of any contract, the prevailing party shall be entitled to receive, in addition to its cost, such sum as the court may adjudge reasonable as to attorney's fees and costs
14. **TIME OF PROPOSAL SUBMISSION:** Solicitation period ending at 2:00 P.M. PST will be considered late at 2:00:01 P.M. PST and will not be accepted or considered.

## Attachment D

# CONTRACT FOR CONSULTANT SERVICES

Example

This Contract, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between the City of Lompoc, State of California (hereinafter referred to as "City", and \_\_\_\_\_ - (herein referred to as "CONTRACTOR")

WITNESSETH:

WHEREAS, the CITY has need for Consultant Services to Develop a Recycled Water System Feasibility Study and

WHEREAS, CONTRACTOR is qualified to perform such services for CITY;

NOW, THEREFORE, the parties hereto do hereby mutually covenant and agree as follows:

1. Employment. CITY hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform for CITY the services hereinafter set forth for the compensation hereinafter set forth, all pursuant to the terms and conditions herein.
2. Scope of Services and Term. CONTRACTOR shall provide services in accordance with Exhibit "A". The term of this Contract shall be for \_\_\_\_\_, provided, however, that the CITY shall have the option to extend the Contract, with the CONTRACTOR'S consent, for two additional one (1) year periods upon giving notice of its intent to extend the Contract to CONTRACTOR.
3. Documents Incorporated by Reference. RFP No. XXXX, and CONTRACTOR'S response to RFP No. XXXX, are attached hereto as Exhibit "A" and are hereby incorporated by reference and made a part of this Contract as if fully set forth at this point.
4. Compensation. CITY shall pay CONTRACTOR compensation for CONSULTANT SERVICES in accordance with Exhibit "B".
5. Termination of Contract for Cause. If CONTRACTOR fails to fulfill in a timely and professional manner any obligation under this Contract, CITY shall have the right to terminate this Contract effective immediately upon the CITY'S giving written notice thereof to CONTRACTOR.

6. Changes in Scope of Work. The parties hereto may modify the terms of this Contract by mutual written consent in writing.
7. Nondiscrimination. There shall be no discrimination against any person employed pursuant to this Contract in any manner forbidden by law.
8. Conflicts of Interest. No officer, employee, director or agent of the CITY shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested; nor shall any such person have any interest, direct or indirect, in this Contract or the provisions thereof.
9. Assignment or Transfer of Contract. CONTRACTOR shall not assign, transfer or sublet this Contract or any interest therein without the prior written consent of the CITY.
10. Independent Contractor. It is expressly understood between the parties of this Contract that no employee/employer relationship is intended; the relationship of CONTRACTOR to the CITY being that of an independent contractor.
11. Insurance. CONTRACTOR shall at CONTRACTOR'S sole cost and expense throughout the term of this Contract and any extensions thereof, carry adequate insurance to protect it from claims under the Worker's Compensation Acts. CONTRACTOR shall also, at CONTRACTOR'S sole cost and expense and throughout the term of this Contract and any extensions thereof, carry general personal injury and property damage liability insurance and automobile liability insurance with liability limits of not less than \$1,000,000 (One Million Dollars) for the injury or death of a person or persons and property damage in any one accident. The CITY, its' elected officials, officers and employees shall be named as additional insured on the general liability and automobile liability policies. Each type of insurance mentioned herein shall be written by a financially responsible company or companies authorized to do business in the State of California. CONTRACTOR shall provide CITY with certificates of insurance on forms acceptable to the CITY of all policies written and each shall contain an endorsement that they are not subject to cancellation without thirty (30) days prior written notice being given to CITY by the insurance company or companies writing such insurance.
12. Hold Harmless. CONTRACTOR shall indemnify, defend and hold CITY, its officers and employees harmless from all costs, expenses, losses, liabilities and judgments arising out of or caused by the acts or omissions of CONTRACTOR, its officers, agents or employees, in the performance of this Contract.

13. Attorney Fees. In the event of any litigation to enforce, or construe the terms of this Contract, the prevailing party herein shall be entitled to recover reasonable attorney's fees and costs.

14. Time is of the Essence. It is understood and agreed that time is of the essence of this Contract.

15. Section Headings. The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Contract.

16. Inconsistency. In the event any provision of this Contract and the documents incorporated herein by reference in Paragraph Two are deemed to be in conflict, the provision in this Contract shall prevail.

17. Interpretation. The terms and conditions of this Contract shall be construed pursuant to their plain and ordinary meaning and shall not be interpreted against the maker by virtue of that party having drafted the Contract.

18. Professional Skill. It is further understood and agreed by and between the parties hereto that the CONTRACTOR is skilled in the professional calling necessary to perform the work agreed to be done by it under this Contract, and that the CITY, not being skilled in such matters, relies upon the skillful manner in accordance with generally-accepted professional practice and the

CONTRACTOR agrees to thus perform its work, and the acceptance of its work by the CITY shall not operate as a release of the CONTRACTOR from said Contract.

19. Notices. Any notices required pursuant to this Contract shall be served at the following addresses:

CITY

CONTRACTOR

City of Lompoc  
100 Civic Center Plaza  
P.O. Box 8001  
Lompoc, CA 93438-8001

20. Understanding of the Parties. This Contract represents the complete understanding between the parties with respect to the matters set forth herein. No amendment or modification of the Contract shall be valid unless evidenced in writing and executed by the parties thereto.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Contract on the day and year first herein above set forth.

CITY OF LOMPOC

CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Position

\_\_\_\_\_  
Name Position

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# **Contract Exhibit A**

## **SCOPE OF SERVICES**

Objective:

Tasks:

Deliverables:

# **Exhibit B**

## **Compensation**

## Proposal Attachment E

### "Registered Proposer Information Sheet"

Please immediately complete and fax this page to (805) 735-7628 to be added to the list to receive all clarifications and addendums.

1. Complete this form (print or type your information).
2. Fax the completed sheet to (805) 735-7628.

Company Name		Signature of Authorized Representative	
<b>Will someone from your company attend the Pre-Proposal conference</b> <b>11/24/2009 10:00 a.m. 601 E. North, Lompoc, CA 93436      ( ) Yes      ( ) No</b>			
Please complete the information below if we do not have it in the solicitation file.			
Street Address		Name & Title (please print)	
City, State, Zip Code		Date	
E-Mail Address	Telephone	Fax	