

**SOLANO COUNTY WATER AGENCY
REQUEST FOR PROPOSALS (RFP)
FOR
PHASE II HET AND HEU REPLACEMENT PROGRAM**

**Responses to this Request for Proposal must be received by 4:00 pm on
Wednesday, June 13, 2018**

INTRODUCTION

The Solano County Water Agency (SCWA) requires technical support services to implement a High Efficiency Toilet (HET) and/or High Efficiency Urinal (HEU) Replacement Program for multi-family and commercial customers and for qualifying low-income single-family residences in Solano County. The selected firm must be fully qualified and experienced in all aspects of a similarly sized direct-install toilet and urinal program. Demonstrated experience must include purchasing and installing toilets and urinals in a variety of commercial and multi-family sites, and removal and recycling/disposal of the old plumbing fixtures, while consistently providing the highest standard of customer service.

The selected firm must possess and maintain a valid State of California C 36 Plumbing Contractors' license. The firm must also be responsible for complying with all applicable federal, state, and local laws, rules and regulations affecting such work, specifically including, but not limited to, environmental, labor, prevailing wage laws, procurement and safety laws, and ordinances for installing toilets and urinals. The program will be implemented throughout Solano County Water Agency's service area, which includes the following cities: Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo.

The goal of the program is to replace high volume toilets, (toilets using 3.5 gallons or more per flush), and high volume urinals, (urinals using two (2) gallons or more per flush), with HET(s) and HEU(s), with fixtures that meet the U.S. EPA WaterSense specification. The program will offer multi-family (apartment) and commercial (restaurant, retail and wholesale) customers as well as qualifying low-income single-family residences a free HET and/or HEU installed with associated hardware, as an incentive to these customers to replace their old plumbing fixtures.

The intent of this RFP is to solicit proposals from Contractors to provide and install high quality HET(s) and HEU(s) at qualifying single-family, multi-family and commercial sites to achieve the greatest water savings for the best possible price. Contractors responding to this RFP are asked to submit proposals to meet the program requirements in the attached Scope of Services, using the Required Proposal Format.

WATER AGENCY BACKGROUND

The Solano County Water Agency (SCWA) is a wholesale water agency that provides untreated water to cities and agricultural districts in Solano County from the Federal Solano Project and the North Bay Aqueduct of the State Water Project. The Water Agency serves the cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville and Vallejo. Additionally, it also serves the Solano Irrigation District, Maine Prairie Water District, Reclamation District 2068, California State Prison-Solano, and the University of California, Davis.

The approximate population of Solano County is 445,000 people. Solano County has a land area of 829 square miles and water area of 78 square miles. San Francisco Bay, Suisun Bay, the Carquinez Straits and the Sacramento River provide the county with natural borders to the south and west. The county also contains the Suisun Marsh, which is the largest contiguous brackish water wetland in the western United States and a protected habitat.

PROGRAM DESCRIPTION

The Agency's HET and HEU Replacement Program will provide HET(s) and HEU(s) to pre-approved Solano County single-family, multi-family and commercial customers. The program will include all fixture and installation costs, old fixture removal and recycling/disposal, as an incentive for participation. The program is anticipated to begin August 1, 2018 and end June 30, 2019.

The Contractor will provide the Water Agency approved fixtures to participating low-income single-family, multi-family and commercial customers at a flat per unit, guaranteed price to the Water Agency. Due to the different HET technologies and customer preference, the Contractor must propose pricing and offer participants a choice between Gravity-Flush (Dual Flush) HET and a Pressure-Assist HET to be installed. A single HEU model will be offered to commercial customers.

SCOPE OF WORK

Contractor shall provide documentation for meeting the Scope of Work that demonstrates their ability to implement and administer the work in this Request for Proposal. The Water Agency is seeking qualified firms who can demonstrate a proven track record of successful implementation of similar size and scope programs. Warranty and follow-up service is considered to be of high importance to the Water Agency.

The final scope of work will be negotiated with the selected contractor. The scope of work below may be changed based on input from the selected contractor.

1.0 Marketing

1.1 SCWA will provide Contractor with a list of pre-approved customers to contact for participation.

1.2 Contractor is encouraged to market the program. However, all marketing materials must be reviewed and approved by SCWA prior to being undertaken. Targeted program participants will be limited to those listed in Section 1.3.

1.3 Verify Customer Eligibility for Program: SCWA will pre-inspect all sites to ensure all participants meet program eligibility requirements, including:

- The customer must agree to participate in a water survey of the entire establishment. This will be conducted by SCWA at no charge to the customer.
- Participating commercial sites must be restaurants, wholesale businesses or retail businesses. Sites outside this requirement will be addressed on a case-by-case basis.

- Existing toilets to be replaced must be 3.5 gallons per flush or greater. Sites outside this requirement will be addressed on a case-by-case basis.
- Program participants must be in the Solano County Water Agency service area

2.0 Customer Service

2.1 On-Call Customer Service: contractor shall receive all requests for participation and establish a local or toll-free number, to be staffed 8:00 a.m. to 5:00 p.m., Monday through Friday, except national holidays, and include an after hours recorded message and emergency contact number. Contractor representative(s) shall provide customers with the program eligibility requirements, HET technology and selection choices, and bilingual communication in Spanish, as necessary.

3.0 Permitting

3.1 Contractor will purchase and secure all necessary plumbing permits, as required, from various city, county planning and building departments for proposed HET installations before work begins. In addition, Contractor shall schedule all final inspections, as required by city or county inspectors, in accordance with the permitting process outlined by that agency.

3.2 Contractor shall provide SCWA with a copy of approved permit with final inspection, as necessary, as documentation of completed HET installations.

4.0 Plumbing Fixtures

4.1.1 Acceptable HET(s) shall meet American Society of Mechanical Engineers (ASME) Standards A112.19.2 and Version 1.2 of the WaterSense Specifications. Maximum Performance (MaP) Testing of more than 700 grams, will be considered higher quality and evaluated as such.

4.2 HET Bowl: Proposed bowls will be WaterSense labeled 1.28 gallons per flush or less. Toilet fixtures shall be marked in accordance with requirements in ASME A112.19.2/CSA B45.1.

HET Tank Internal Parts: Proposed internal toilet tank parts must be the manufacturer's recommended flapper, flush valve, or pressure assist tank for each proposed HET, with the model numbers provided in the literature, so replacement parts can be easily purchased.

HET Toilet Seat: Proposed toilet seat must be the appropriate seat for the proposed toilet bowl, round seat for round bowl, elongated seat for elongated bowl, commercial seat for commercial bowl. Include make, model number and material the seat is made of.

HET Wax Ring or Neoprene Gasket: Must fit 3" and or 4" waste lines with 1/4" to 2 1/4" bolt kit. Bolts are to be brass, double-nut, and include washers or similar, to fit proposed HET(s).

HET Water Supply Line: Must be a braided stainless steel (SS) water supply line.

- 4.3 Contractor to offer all participants a choice between Pressure-Assist or Gravity Dual Flush HET models to be installed.
- 4.4 Contractor to install HETs with all accessory parts, including toilet seat, stainless steel water supply line, wax ring, and brass flange bolts. Contractor to warranty all labor and materials used in the HET installations, and guarantee all HET installations are leak free and functioning correctly for a one year period from the installation date.
- 4.5 Contractor to purchase and provide sufficient inventories of all HET fixtures and associated materials for all HET installations, including toilet seat, wax ring/bolts, water supply line, and angle stop, as well as provide any necessary warehousing, staffing, and recycling or disposal services for approximately 25-50 installations per week.
- 4.6 Acceptable HEU(s) will meet American Society of Mechanical Engineers (ASME) Standards ANSI/ASME A112.19.2, and be WaterSense certified. All plumbing fixture size, design, mounting and installations shall meet the manufacturer's specifications, and all local, state, and federal plumbing codes, including ASME A112.19.2-2013/CSA B45.1-13 including Update No. 1 dated October 2013 and ASME A112.19.19-2006 (R2011) and/or the Uniform Federal Accessibility Standards (UFAS) www.access-board.gov/ufas-html/ufas.htm for all ADA installations.

HEU Bowl: Proposed bowls will be white with elongated rim, meet ADA accessibility requirements, and ANSI/ASME requirements for flushing 0.50 gallons per flush (gpf).

HEU Fixture-to-Wall Seal: Proposed urinal fixture-to-wall sealing rings shall be resilient rubber. Wax sealing rings will not be acceptable.

HEU Flush Valve: Proposed flush valve will meet ANSI/ASME requirements for flushing 0.50 gallons per flush (gpf).

5.0 Installation Services

5.1 Professional Conduct: All fixture installations shall be performed by contractor licensed plumbing contractor(s) to the manufacturer's specifications, and shall meet all applicable codes and regulations.

Installation Scheduling: contractor shall accommodate customer's preference and needs in regards to scheduling and conducting fixture installation work, including pre-installation site visits Monday – Friday, between 8:00 a.m. and 5:00 p.m. Toilet pre-inspection and installation services are to be performed in a timely manner, within thirty (30) days from the customer's request for program participation to the fixture installation date, without extenuating circumstances by the customer.

Contractor to work with the property owner/manager and provide required advanced "Notice to Tenants" of all work to be performed at their site; to work in a safe, courteous, and professional manner; and to clean up, removing all debris and materials from each site at the end of the work day.

5.2 Normal Site Conditions: Prior to performing any work, Contractor shall pre-inspect each site to ensure Normal Site Installation Conditions exist at the site including:

- Measured static water pressure is not less than 35 psi and not more than 80 psi at the installation site
- Measured dynamic water pressure at or above 30 psi at the installation site
- Mounting surface (floor-toilet) is level and suitable to adequately support proper fixture installation
- Existing toilets to be replaced are **3.5 gallons-per-flush or greater**

5.3 All fixture size, design, and mounting heights shall meet ASME A112.19.2- 2003 for standard height installations, or the Uniform Federal Accessibility Standards (UFAS) www.access-board.gov/ufas for required ADA installations.

5.4 Abnormal Site Conditions: Sites not meeting the “Normal Site Conditions” are not eligible for the program. Contractor shall inform the customer or owner’s representative in writing of the condition(s) that make the site ineligible. Any repairs necessary to make the site meet the Normal Site Condition criteria are NOT part of this project scope of work and are, therefore, NOT reimbursable by SCWA. A copy of all Contractor correspondence to customers pertaining to Abnormal Site Conditions shall be submitted to SCWA on a monthly basis.

5.5 Warranty: Contractor shall provide each participating customer at least a 12-month warranty on all parts and labor. **SCWA reserves the right to withhold 5% retention of each monthly invoice until the end of the 12-month warranty period for each HET installation.** At the end of the 12-month warranty period, the 5% retention will be returned to Contractor, unless there are any unresolved warranty issues.

5.6 Professional Attire: Contractor staff to display identification badges at all times while working on SCWA approved projects. Identification badges must be worn on the outermost garment and be prominently displayed. In addition to identification badges, Contractor staff may also wear shirts with Contractor logo.

5.7 Safety: Contractor staff to wear CAL/OSHA safety clothing and equipment while providing all installation services.

6.0 Toilet Recycling/ Disposal

6.1 Contractor shall provide fixture recycling/disposal services for all removed plumbing fixtures and accessories including: collection, dismantling, hauling, and recycling or disposal.

6.2 Contractor shall provide documentation (e.g. recycling or disposal receipts) which verifies the fixtures were recycled or disposed of. All recycling/disposal work shall be managed and conducted in a safe manner, observing all necessary employee safety measures.

7.0 Installation inspections

7.1 SCWA will conduct its own inspections at a random number of sites. Any irregularities noticed in the course of the installation review, or inaccurate or partially completed information

on the HET Application, will result in the processing of Contractor's invoices to be held in abeyance until the irregularity is remedied by Contractor to SCWA's satisfaction.

8.0 Program Reporting and Billing

8.1 Reporting: Contractor to reconcile Monthly Reports of all participants and installation activity and invoice SCWA on a monthly basis. The Monthly Report to be sent to SCWA's Project Manager within seven (7) working days of the close of each month for the duration of the Agreement.

8.2 Contractor to provide address, city, water account number, make, model and number of HETs installed, number of angle stops replaced, and installation date for each site receiving HETs, in the monthly report.

8.3 Contractor to provide HET Program Application (to be developed by SCWA and Contractor prior to the contract) for each participating site with the monthly report.

8.4 Contractor to provide permits and correspondence, as necessary, with monthly reports.

8.5 Invoice Billing: Invoice charges shall be on a per unit cost basis for each approved HET installed in accordance with the contracted Rates and Charges. SCWA reserves the right to withhold five (5) % in retentions of each total monthly invoice until the end of the 12-month warranty period for each HET installation.

8.6 SCWA reserves the right to withhold payment if Contractor fails to meet any of the reporting, invoicing, or installation requirements in this agreement. Payment will be withheld until deficiencies are corrected to Agency's satisfaction.

8.7 All data, documents, discussions, or other information developed or received by Contractor in performance of this agreement are the property of SCWA, and not to be disclosed to any person except as authorized by Agency, or as required by law. All reports, documents, or other materials developed or discovered, or any other person engaged directly or indirectly by Contractor to perform services, shall be and remain the property of Agency without restriction or limitation upon their use.

8.8 Final Report: Contractor shall prepare and submit a Final Report at the conclusion of the program, on or before September 1, 2019, containing a cumulative total of all participants, number of HET installations, and type of HET received. In the event the project is completed before July 1, 2019, the Final Report shall be submitted within four (4) weeks of the last fixture installation meeting the Program goal.

8.9 Database Submittal: Contractor shall provide Agency with a copy of all database(s) and computer files related to the program with the Final Report. SCWA will provide an example of the reporting format and contents to Contractor in the initial database development. SCWA reserves the right to modify the data required based on a greater understanding of program data collection needs.

RECORD STORAGE

During the term of this Agreement, Contractor will store all records pertaining to Contractor administration of the Program for SCWA. No obligation or liability of any type is assumed by Contractor with regard to the storage of the aforesaid records.

At the completion of the contract, all records held by Contractor pertaining to customer participation in the Program will be returned to SCWA. The Water Agency agrees to store all such records at its own expense.

REQUIRED RESPONSES

There is no page limit for the proposal, however, it should be focused and concise, without extraneous material. SCWA shall not be liable for any pre-contractual expenses incurred by the Respondent in the preparation of its Proposal. Costs for developing a response to the RFP, interviews, and contract negotiations are entirely obligations of the proposer and shall not be charged in any manner to the Solano County Water Agency.

The following information is required to be submitted by responders to this Request for Proposal:

1. Proposals shall include descriptions of similar projects successfully completed and/or experiences and/or qualifications related to this project. Proposals shall also include the legal name of the firm, location and phone number of main office, date firm was established, current size of firm, number of employees to be involved in the project, including the number of employees currently holding a valid, unrestricted, Class C-36 Plumbing Contractors License issued by the State of California. Firms must list any recent bankruptcies or restructuring within the last three (3) years.
2. Identification of any subcontractors
3. Resumes, identifying experience pertinent to the project, of key personnel who would be assigned to this project.
4. A proposal for conducting the project that details tasks necessary to complete project and estimated labor hours for each task. Final scope of work will be negotiated with the selected contractor.
5. Estimated cost per unit (installed).
6. Contractor shall confirm in its Proposal the receipt of all addenda issued to this RFP. Contractor is not required to include copies of the actual addenda in its Proposal.

SUBMITTAL

Responses to this Request for Proposal must be **received by 4:00 pm PDT on Wednesday, June 13, 2018**. Proposals and/or modifications thereto received after the hour and date specified above will not be considered and will be returned unopened to the Respondent.

Five (5) bound copies of the submittals will be required. Also include an electronic copy of the proposal, saved as a PDF, onto a removable storage device such as a thumb drive or CD.

Responses are to be sent to:

Andrew Florendo, Water Conservation Coordinator
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

SELECTION PROCESS

A Contractor Selection Panel (Panel) will be established for this project and will include representatives from the Water Agency and representatives of the Participating Agencies.

Based on the proposals submitted, the Water Agency’s Panel will select a short list of qualified firms for this project. The Panel may interview the short-listed firms. Based on the Proposal and interview, the Panel will rank the finalists as to qualifications. The Panel will recommend the selected firm to the General Manager; and will request authority to enter into negotiations with the selected firm. The General Manager has final authority for selection.

The Water Agency anticipates that the process for nominating and selecting a contractor, and awarding the contract, will be according to the following tentative schedule:

May 30, 2018	Request for Proposal Packages Released
June 13, 2018	Proposals are due by 4:00 pm PDT.
June 19, 2018	Contractor Interviews
June 25, 2018	Selection and Notification
July 12, 2018	Contract expected to be awarded
August 1, 2018	Anticipated Project Start Date – Notice to Proceed

Work must be completed by June 30, 2019. The project has been budgeted for \$500,000 for FY 2018-19.

Rights Reserved to SCWA

The Solano County Water Agency reserves the right to revise the RFP before the date proposals are due. Revisions to the RFP shall be distributed to all potential Respondent(s) and posted on-line. The Water Agency reserves the right to request additional information and/or clarifications from any or all proposers to this RFP. The Water Agency reserves the right to modify the anticipated timelines set forth above. SCWA reserves the right to reject any and all submittals,

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cancel all or part of this RFP, and waive any minor irregularities and to request additional information from proposing firms.

This RFP does not commit the Water Agency to award a contract, to defray any costs incurred in the preparation of a Proposal in response to this RFP, or to procure or contract for work. The Water Agency reserves the right to award this contract to the contractor(s) determined to offer the quality, standards, and prices most advantageous to the Water Agency.

SCWA may award its total requirements to one Respondent or to apportion those requirements among two or more Respondents as the Water Agency may deem to be in its best interests

After approval of the Contract Agreement by the Solano County Water Agency Board of Directors, the Water Agency will send a written Notice to Proceed with the implementation of the Phase II HET/ HEU Replacement Program.

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EXHIBIT A

Name of Project: **Phase II High-Efficiency Toilet and Urinal Replacement Program**

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective XXXX, 2018** is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and XXX, hereinafter referred to as "Contractor."

The Agency requires services for **installation of High-Efficiency Toilets and/or Urinals at Low-Income Homes and Commercial, Industrial, and Institutional locations in Solano County**; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

The Agency hereby engages the Contractor, and the Contractor agrees to perform the services for **installation of High-Efficiency Toilets and/or Urinals at Low-Income Homes and Commercial, Industrial, and Institutional locations in Solano County**, as described in Exhibit A, in accordance with the terms of this Agreement and any applicable laws, codes, ordinances, rules or regulations. In case of conflict between any part of this Agreement, this Agreement shall control over any Exhibit.

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Scope of Work **not to exceed \$500,000** for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

Upon submission of an invoice by the Contractor, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month, up to the maximum amount provided for in paragraph 2 of this Agreement. Every invoice shall specify hours worked for each task identified in Exhibit A undertaken.

Each invoice shall be accompanied by a spreadsheet showing, by month, costs incurred to date for the project broken down by the Tasks identified in Exhibit A. The spreadsheet shall show, for each task, budget amounts, total expended and remaining amounts. The spreadsheet shall show a subtotal for each fiscal year covered by the contract. Any amendments to the contract shall be

listed and incorporated into spreadsheet. An example of a typical spreadsheet shall be provided by the Agency.

4. TIME OF PERFORMANCE

This Agreement shall become effective as of the date it is executed and said services will take place between this date and **June 30, 2019** as directed by the Agency.

5. MODIFICATION AND TERMINATION

This Agreement may be modified or amended only by written instrument signed by the parties hereto, and the Contractor's compensation and time of performance of this Agreement shall be adjusted if they are materially affected by such modification or amendment.

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 of nature of the professional services will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing, by the Agency's General Manager.

This Agreement may be terminated by the Agency at any time, without cause, upon written notification to the Contractor. The Contractor may terminate this Agreement upon 30 days written notice to Agency.

Following termination by the Agency or the Contractor, the Contractor shall be reimbursed for all expenditures made in good faith in accordance with the terms of this Agreement that are unpaid at the time of termination.

6. INDEMNIFY AND HOLD HARMLESS

When the law establishes a professional standard of care for the Contractor's services, to the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Agency, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons that arise out of, pertain to, or relate to the Contractor's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. The Contractor shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Contractor's performance or non-performance of the work hereunder, and shall not tender such claims to Agency nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.

Other than in the performance of professional services, to the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Agency, its directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out of the performance of the work or furnishing of materials; including but not limited to, claims by the Contractor or Contractor's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of the Agency, its directors, officers, employees, or authorized volunteers.

7. INSURANCE

By his/her signature hereunder, Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with such provisions before commencing the performance of the professional services under this agreement. Contractor and subcontractors will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.

Contractor will file with the Agency, before beginning professional services, certificates of insurance satisfactory to the Agency evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to the Agency. Any insurance, self-insurance or other coverage maintained by the Agency, its directors, officers, employees, or authorized volunteers shall not contribute to it. The general liability coverage shall give the Agency, its directors, officers, employees, and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by the Agency. In the event that the Contractor employs other contractors (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above.

If any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the Agency at least ten (10) days prior to the expiration date.

8. COMPLIANCE WITH LAW

The Contractor shall be subject to and comply with all federal, state and local laws and regulations applicable with respect to its performance under this Agreement, including but not limited to, licensing, employment and purchasing practices; and wages, hours and conditions of employment.

9. NOTICE

Any notice provided for herein are necessary to the performance of this Agreement and shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

AGENCY

CONTRACTOR

Roland Sanford, General Manager
Solano County Water Agency
810 Vaca Valley Parkway, Ste. 203
Vacaville, CA 95688

The parties have executed this Agreement the day and year first above written. If the Contractor is a corporation, documentation must be provided that the person signing below for the Contractor has the authority to do so.

Solano County Water Agency
a Public Agency

By: _____

By: _____

Roland Sanford, General Manager
Solano County Water Agency