

# GREENSTONE

## C O U N T R Y

Community Service District

October 3, 2022

Re: Request for Proposal for Wastewater Inspection Services

Dear Sir/Madam,

The Greenstone Country Community Services District (CSD) has issued a Request for Proposal (RFP) for wastewater inspection services within the District's sphere of influence. Attached you will find a copy of the RFP with a description of the required services and instructions for participating in the RFP process.

A pre-submittal will be held on Tuesday, October 11, 2022, from 1:30p.m. to 2:30p.m. to answer any questions regarding the submission requirements and/or services to be provided. The pre-submittal meeting is not required to submit a response.

Proposals must be received by the District by or before October 21, 2022 at 5:00p.m. ("Proposal Deadline"). Respondent must submit one original and 2 identical copies of the proposal in a sealed envelope labeled with Respondent's name and return address, marked "Proposal Wastewater Inspection Services," and addressed as follows:

Shelly Greene, General Manager  
Greenstone Country CSD  
3451 Stagecoach Rd., Placerville, CA 95667

The Proposal may be hand-delivered, sent via overnight delivery, or by regular mail, provided that it is received by the District no later than the Proposal Deadline. **Email submissions will not be accepted.** Late submissions will be disregarded. We look forward to your response.

Sincerely,



Shelly Greene, General Manager  
Greenstone Country Community Services District  
3451 Stagecoach Rd.  
Placerville, CA 95667  
530-622-3755





**REQUEST FOR PROPOSALS**

**For**

**WASTEWATER INSPECTION SERVICES**

**Issued: October 3, 2022**

**Proposal Deadline: October 21, 2022, at 5:00 p.m.**

**to**

**General Manager  
3451 Stagecoach Rd., Placerville, CA 95667  
Attn: Shelly Greene**

**GREENSTONE COUNTRY COMMUNITY SERVICES DISTRICT  
REQUEST FOR PROPOSALS**

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## **GREENSTONE COUNTRY COMMUNITY SERVICES DISTRICT REQUEST FOR PROPOSALS**

The Greenstone Country Community Services District (“**District**”) requests proposals (“**Proposals**”) in response to this Request for Proposals (“**RFP**”) from qualified individuals or firms (individually, a “**Respondent**” and collectively, “**Respondents**”) for wastewater system (leach field and septic tanks) inspection services.

### **1. ABOUT THE DISTRICT**

The District is an independent special district located in Placerville, El Dorado County, California with an estimated population of 1,000. Additional information about the District is available online at <https://www.greenstonecsd.org/about-the-district>.

### **2. THE SERVICES**

**A. Summary.** The District is mandated by the County of El Dorado to conduct annual wastewater system inspections within the District’s sphere of influence. A map of the District’s boundaries/sphere of influence is available online at

<https://www.edlafco.us/files/cf26bada8/GreenstoneCountryCSDMap.pdf>. The District requires the inspection of 348 wastewater management systems (leach field and septic tanks) (each, a “**system**”) located within the District’s sphere of influence and related services (“**Services**”), with the option to add additional system inspections on an as-needed basis, in the District’s sole discretion.

**B. Form of Agreement.** A copy of the District’s standard Agreement for Consultant Services (“**Agreement**”), is attached hereto as **Attachment A** and incorporated herein. By submitting a Proposal, the Respondent agrees to enter into the Agreement using the attached form with no exceptions to the form of the Agreement.

**C. Scope of Services.** The required Scope of Services is attached hereto as **Attachment B** and incorporated herein. By submitting a Proposal, the Respondent represents that it is fully qualified and available to provide the Services set forth in the Scope of Services at the price set forth in its Proposal, and that it agrees to provide those Services if it is awarded the Agreement, which will attach and incorporate the Scope of Services.

### **3. REQUEST FOR PROPOSAL PROCEDURES**

**A. Requests for Information.** Questions or objections relating to the RFP, the attachments hereto, the RFP procedures, or the required Services may only

be submitted via email to Shelly Greene, General Manager, at GreenstoneCSD@outlook.com by 5:00 p.m., October 14, 2022 (the “**Request for Information Deadline**”). Any questions or objections that are not submitted in the manner specified and by the Request for Information Deadline will be deemed waived. District will not be bound by the oral representations of any District officials, employees, or representatives.

**B. Pre-Submittal Meeting.** A Pre-Submittal Meeting will be held on October 11, 2022, from 1:00p.m. to 2:00p.m., in the CSD conference room at 3451 Stagecoach Rd., Placerville, CA 95623. Prospective Respondents will have the opportunity to ask questions about the RFP and the required Services. Respondents will be required to sign-in at the Pre-Submittal Meeting and to provide an email address for the Respondent’s representative for receipt of any subsequent addenda. The Pre-Submittal Meeting is not mandatory.

**C. Submittal Instructions.** Proposals must be *received* by the District by or before October 21, 2022 at 5:00p.m. (“**Proposal Deadline**”). Respondent must submit one original and 2 identical copies of the Proposal in a sealed envelope labeled with Respondent’s name and return address, marked “Proposal Wastewater Inspection Services,” and addressed as follows:

Shelly Greene, General Manager  
Greenstone Country CSD  
3451 Stagecoach Rd., Placerville, CA 95667

The Proposal may be hand-delivered, sent via overnight delivery, or by regular mail, provided that it is received by the District no later than the Proposal Deadline. Email submissions will not be accepted. Late submissions will be disregarded.

**D. Planned RFP Schedule.** The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the Proposal Deadline, and may be amended by addenda to this RFP:

<b>ACTIVITY</b>	<b>PLANNED DATES/TIME</b>
RFP Issued	October 3, 2022
Pre-Submittal Meeting	October 11, 2022 – 1:00p.m.
Request for Information Deadline	October 14, 2022 – 5:00p.m.
Proposal Deadline	October 21, 2022 – 5:00p.m.
Interviews (if requested by District)	October 26, 2022
Notice of Selection	October 31, 2022 – 5:00p.m.
Board Approval and Award	December 14, 2022
Commence Services	January 1, 2023

**E. Addenda.** District reserves the right to issue addenda to modify the terms and conditions of this RFP, including modifications to the Proposal Deadline or to the Attachments to this RFP. Addenda will be posted on the District's website at [GreenstoneCSD.org](http://GreenstoneCSD.org). Each Respondent is solely responsible for checking the District's website for addenda, and for reviewing any and all addenda before submitting its Proposal.

#### **4. PROPOSAL REQUIREMENTS**

Each Proposal must be submitted in compliance with the requirements of this RFP. Each Proposal must respond to the items listed below. *Clarity and brevity are preferable to volume.* Do not attach brochures or promotional materials to the Proposal. Proposals should not exceed ten (10) one-sided pages, excluding any tabs or dividers. However, resumes may be included in an appendix and not counted in the total page count. By submitting a Proposal, the Respondent agrees that the pricing and proposed approach to providing the Services, including staffing, constitute a firm offer to enter into the Agreement with the District, and that the offer will remain open for 60 days following the Proposal Deadline.

**A. Cover Letter.** Provide a brief cover letter that includes all of the following information:

- (1) Respondent's name, address, phone number, and website address;
- (2) type of organization (e.g. corporation, partnership, etc.);
- (3) a summary of general information about Respondent and the types of services it provides in relation to the Services required by the District; and
- (4) contact information, including name, title, address, phone number, and email, of Respondent's primary representative for purposes of this RFP.

The cover letter must be signed by a representative that is authorized to bind Respondent by contract and must state his or her name, title, and email address.

**B. General Qualifications.** Provide a brief description of the Respondent's business, including the number of years in business under the current name. Describe the size of the business, including total number of employees and offices, and identify and briefly describe each local office that will be involved in providing the Services if awarded the Agreement. Describe how and why Respondent is qualified to provide the Services.

**C. Experience.** Identify services Respondent has provided in the last five years that are similar in scope and nature to the Services required by this RFP,

particularly with respect to services provided to other community services districts or public agencies. For each example, provide (1) a brief description of the services provided, (2) an explanation of why this experience is relevant to the required Services, and (3) the name and address of the contracting agency, including contact information for a reference check (name, title, phone number, and email address).

**D. Staffing.** Identify by name and title Respondent’s key personnel that will be assigned to provide the Services and for each, include a resume with his or her education, training, and experience. Identify by name, address, and website, each subconsultant or subcontractor, if any, that will be involved with providing the Services, including the proposed role for each such subconsultant or subcontractor. Include all applicable license numbers for any license required to perform the Services.

**E. Price.** Provide the following: (1) identify a fixed fee that will apply to the inspection of each system that is fully inclusive of the cost to perform the Services set forth in Section 3 of Attachment B, *Scope of Services* (“**Inspection Fee**”); (2) identify or attach a copy of the hourly billing rates that would apply to the Services set forth in Sections 4 of Attachment B, *Scope of Services*, or to any authorized additional Services; (3) include a total price proposal that is fully inclusive of all costs to provide all Services, including 348 inspections, all specified incidental Services, all labor, materials, equipment, supplies, the insurance required under the terms of the Agreement, etc.; and (4) specify the rate that would apply to travel for any required meetings, which is the only allowable reimbursable expense under the Agreement.

**F. Proposed Approach.** Briefly describe Respondent’s proposed approach to providing the Services and how that approach will offer value to the District. Identify any proposed innovations that may be used to achieve more cost-effective delivery of the Services. Provide a work plan and proposed schedule for the tasks described in the Scope of Services.

## 5. EVALUATION

The factors that the District will consider in evaluating Proposals are as follows:

- General qualifications 1-15 points
- Relevant experience 1-15 points
- Proposed staffing 1-15 points
- Pricing 1-15 points
- Proposed approach 1-10 points

- Responsiveness 1-10 points
- References 1-10 points
- Interview (if requested) 1-10 points

## 6. SELECTION AND AWARD

**A. Review.** Proposals will be reviewed for responsiveness and evaluated and scored based on the factors listed in Section 5, above. When the evaluation is complete, the Proposals will be ranked based on total scores to identify the Proposal that provides the best value to the District. Acting in its sole discretion, the District may elect to conduct interviews with shortlisted Respondents.

**B. Award.** The District will award the Agreement, if at all, to the Respondent that is determined by the District, acting in its sole discretion, to offer the best value to the District based on the District's review, as outlined above. District staff will submit its recommendation to the District Board of Directors for award of the Agreement to the Respondent that it determines to offer the most advantageous Proposal. The Respondents will be notified of staff's intended recommendation by a Notice of Selection which will be posted on the District's website at <https://www.greenstonecsd.org/notice-of-selection>, and which may also be emailed to each Respondent that submits a Proposal.

**C. Protest Procedures.** Any protest challenging the District's intended selection or the selection process must be submitted no later than 5:00 p.m., on the fifth business day following the date of the Notice of Selection. The protest must be submitted in writing via email to Shelly Greene, General Manager, at [GreenstoneCSD@outlook.com](mailto:GreenstoneCSD@outlook.com), and must clearly specify the basis for the protest. The protest will be reviewed by the Chief Financial Officer in consultation with the District's legal counsel, and their determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, the District reserves the right to proceed with award of the Agreement and commencement of the Services notwithstanding any pending protest or legal challenge.

## 7. MISCELLANEOUS

**A. Disclaimers and Reservation of Rights.** Upon receipt, each Proposal becomes the sole property of District and will not be returned to the Respondent. Each Respondent is solely responsible for the costs it incurs to prepare and submit its Proposal. The District reserves, in its sole discretion, the right to reject any and all Proposals, including the right to cancel or postpone the RFP or the Services at any time, or to decline to award the Agreement to any of the Respondents. The District reserves the right to waive any immaterial irregularities

in a Proposal or submission of a Proposal. The District reserves the right to reject any Proposal that is determined to contain false or misleading information, or material omissions.

**B. Conflict of Interest.** Respondents must disclose to the District any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Respondent, any employees of Respondent, or any other person relative to the Services to be provided pursuant to this RFP. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. District employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any Respondent.

**C. Public Records.** The District is subject to the provisions of the California Public Records Act (Govt. Code § 6250 et seq.) (the “**Act**”), and each Proposal submitted to the District is subject to disclosure as a public record, unless the Proposal or any portion thereof is exempt under the Act. If a Respondent believes that any portion of its Proposal is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting a Proposal, a Respondent agrees to indemnify, defend, and hold harmless the District against any third party claim seeking disclosure of the Proposal or any portions thereof.

**Attachments:**

Attachment A – Form of Agreement  
Attachment B – Scope of Services

## Attachment A - Form of Agreement

### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“**Agreement**”) is entered into and effective this 1st day of January, 2023 (“**Effective Date**”), by and between the Greenstone Country Community Service District (“**District**”), and \_\_\_\_\_, a \_\_\_\_\_ (“**Consultant**”) (individually, a “**Party**,” and collectively, the “**Parties**”).

#### RECITALS

A. The District is an independent special district, organized pursuant to Government Code section 61000 et seq.

B. The District requires inspection services for wastewater systems (leach field and septic tanks) located within the District’s sphere of influence (“**SOI**”). On October 3, 2022, the District issued a Request for Proposals (“**RFP**”) to request proposals from qualified individuals or firms to provide the services required under this Agreement.

C. Consultant submitted a Proposal, dated \_\_\_\_\_, 2022 (“**Proposal**”), to perform those services, as more fully set forth in this Agreement. The RFP and Proposal are incorporated into and made part of this Agreement.

Now, therefore, for good and sufficient mutual consideration set forth herein, the Parties agree as follows:

#### ARTICLE 1 - SCOPE OF SERVICES

- 1.1. **Scope of Services.** Consultant agrees to provide the services set forth in **Exhibit B, Scope of Services**, which is attached hereto and incorporated herein (“**Services**”). The provisions in the body of this Agreement will take precedence over any conflicting or inconsistent terms in Exhibit B.
- 1.2. **Compliance with Law.** Consultant will perform the Services in compliance with all applicable federal, state and local laws, codes, ordinances, rules, regulations, and orders (collectively, “**Laws**”).
- 1.3. **Professional Competence.** Consultant represents and warrants that it has the professional skills and experience necessary to perform the Services and that it will perform the Services in a skillful and professional manner. Consultant further represents and warrants that it has all the necessary qualifications, licenses, or certifications to perform the Services, which will be maintained throughout the

Term of this Agreement, as defined below. Consultant will perform the Services in a manner consistent with the best professional practices and standards for Consultant's profession in Northern California. Neither District's acceptance of nor payment for the Services will operate as a waiver or release of any of Consultant's obligations pursuant to this Agreement.

- 1.4. **Independent Contractor.** Consultant is an independent contractor and will have control over its work and the means and methods by which the Services are performed. Consultant is not an employee of District, and neither Consultant nor its employees or subconsultants is entitled to any health, retirement, or other such employee benefits from District. Consultant warrants that it will not represent itself as an employee of District. Except and only to the extent authorized under this Agreement, if at all, Consultant is not authorized to act as an agent of District.
- 1.5. **Confidentiality.** Consultant agrees to maintain in confidence and not disclose to any person, public entity, or private entity, without District's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of District, including any data, information, technology, or material developed or obtained by Consultant during the performance of the Services.
- 1.6. **Ownership of Work Product.** Except as may otherwise be specified in Exhibit A, Scope of Services, all property rights, including copyrights, in any reports, studies, plans, specifications, drawings, diagrams, or other material prepared on behalf of District pursuant to this Agreement, whether complete or incomplete, (collectively, "**Work Product**") will be and remain the sole property of District. All Work Product not already provided to District during the Term, as defined below, will be delivered to District immediately upon completion of the Services, expiration of the Term, or termination of this Agreement, whichever occurs first. District and its agents, employees, representatives, and assigns may use the Work Product in whole or in part, or in modified form, for any purposes District may deem appropriate without payment of any additional compensation to Consultant.
- 1.7. **Documentation.** Consultant will keep and maintain full and complete documentation and accounting records, employee time sheets, and correspondence pertaining to the performance of the Services, including Consultant's costs to perform the Services, and Consultant will make such documents available for review and/or audit by District or District's authorized representatives during normal business hours for at least four years following completion of the Services, expiration of the Term, or termination of this Agreement, whichever occurs first.

- 1.8. **Testimony.** Consultant agrees to testify at District's request if litigation is brought against District in connection with the Services. Unless the action is brought by Consultant or is based upon Consultant's alleged negligence or malfeasance, District will compensate Consultant for its preparation and testimony at an hourly rate not to exceed Consultant's hourly rates for this Agreement, as set forth in Section 2.1, Compensation, and the exhibit incorporated therein.

## Attachment B – Scope of Services

The Consultant must perform the following Services:

**1. Scheduling.** Within 14 days following the Effective Date of the Agreement, Consultant must submit a detailed inspection schedule that identifies the number of inspections to be performed each month by lot number, including submission of the deliverables identified in Sections 3.2 and 3.3 below, for the District’s review and approval.

**2. System Locations.** There are currently 333 individual improved lots with wastewater management systems (leach field and septic tanks) (“**systems**”) within the District’s boundaries/sphere of influence, 10 of which have two septic tanks, and five common areas (non-residential) with systems, for a total of 348 systems within the District’s boundaries/sphere of influence. The District does not have data on the location of each system. Consultant will need to identify the location of each system prior to inspection by requesting relevant records from El Dorado County or by consulting any other available and reliable resource.

**3. Inspections.** Consultant must perform one annual inspection for each of the 348 systems, pursuant to this Section 2, during the Term. The Inspection Fee set forth in Consultant’s Proposal must be inclusive of all costs to perform the tasks set forth in this Section 3. District may elect to add additional system inspections on an as-needed basis, in its sole discretion, which will be subject to the Inspection Fee set forth in Consultant’s Proposal.

**3.1 Coordination with District Manager and Property Owners.**

Consultant must provide 15 days advance notice to the District of the systems to be inspected in a given month, and respond directly to any inquiries from property owner(s) regarding inspection.

**3.2 Tasks Required for Each Inspection.**

For each inspection, Consultant must: (1) measure the scum and sludge layers in the septic tank(s), (2) visually inspect the septic tank inlet(s)/outlet(s) for signs of damage, blockage or any other issue that could cause the system to malfunction or fail, (3) visually inspect the riser seams for leaks, (4) visually inspect the leach fields for signs of standing water, vegetation, or other indicators the leach field is not functioning properly and/or failing, and (5) provide written results of the inspection, including notations on items (1) through (4), above, and recommendations (if any) to the property owner or resident via inspection door tag, email or

direct contact and to the District via PDF, within 15 days following each inspection.

- 3.3 Monthly Inspection Reports.** Consultant must provide the District with a written report of monthly inspection results, including notations on the items listed in (1) through (4) of Section 3.2, above, for each inspection, no later than the 5<sup>th</sup> working day following the month of inspection.
- 3.4 Inspection Records.** Consultant must maintain records of all inspections, in accordance with Section 1.7 of the Agreement.
- 3.5 Scheduling Issues.** If Consultant is unable to fully perform the tasks identified in Section 3.2 for a system as scheduled, Consultant must notify District Manager and reschedule the missed inspection to the following month. The District is not responsible for any costs associated with Consultant's inability to perform an inspection as scheduled.
- 4. Meetings.** Consultant may be requested to attend Board meetings on occasion at the specified rate in accordance with Exhibit B in the Agreement.