



**Request for Proposals (RFP)  
for  
COST OF SERVICE AND UTILITY RATE DESIGN STUDY  
Street Lighting, Domestic Water and Wastewater Treatment**

**Date: September 21, 2016**

**Department: Administration**

**Proposal Due Date: October 31, 2016 Time: 4:00 P.M.**

**Proposals must be submitted to the:**  
San Miguel Community Services District  
P.O. Box 180  
1150 Mission Street  
San Miguel, Ca 93451

Proposals will be received by the San Miguel Community Services District, hereinafter called the "SMCSD", at the District's Administrative and Fire Station offices, 1150 Mission Street, San Miguel, California, 93451, October 31, 2016 until 4:00 P.M., PDT.

Each Proposal must be submitted in a sealed envelope with the cost in a separate sealed envelope, addressed to the District General Manager at the above-referenced address.

Each sealed envelope containing a Proposal must be plainly marked on the outside as **Cost of Service and Rate Design Study**. Proposer's name, address and his/her license number, if applicable.

**If forwarded by U.S. postal mail**, the sealed envelope containing the Proposal must be enclosed in another envelope addressed to the San Miguel Community Services District, P.O. Box 180, c/o District General Manager, 1150 Mission Street, San Miguel, California 93451.

Copies of the Request for Proposals may be obtained in the District Administration offices at 1150 Mission Street, San Miguel, California 93451. Questions regarding the Request for Proposal should be directed in writing or emailing to:

Darrell Gentry, General Manager, San Miguel Community Services District at the address above.  
Telephone: (805) 467-3388. Email: darrell.gentry@sanmiguelcsd.org



The study will be based on a comprehensive review of the District's Departmental Funds and budgets, Capital Improvement Program (CIP), Comprehensive Water System Plan, Urban Water Management Plan, customer classes, current usage data, and future planned growth, current legislation and any other information deemed necessary. The results of this study will provide the foundation for rates for a maximum of five (5) years.

## **BACKGROUND**

SMCSD is located in the northern portion of San Luis Obispo County. The current population served by SMCSD is approximately 2,500 with the population projected to be approximately 3,000 to 3,600 by 2025. SMCSD supplies 100% of its water demand from 3 operating wells and 2 tank reservoirs.

### **Water System**

SMCSD's water system and supply is from 3 operating wells that serve the entire population of the District. The water is then pumped to separate tank reservoirs that distribute drinking water to approximately 780+ water connections within the District. The costs include, but are not limited to, additional electrical power for street lighting and operations and maintenance of the booster stations and the operations and maintenance of a 0.2 mgd wastewater treatment plant.

SMCSD's water and sewer rate structure consists of two components (1) a fixed monthly service charge, which is based on meter size and (2) a monthly commodity charge, which is based on the amount of water used. The commodity rate structure is a 3-tiered rate for residential user classes, in which a higher rate is charged for higher usages, thus providing an economic incentive to conserve water. The usage levels in the tiers are set differently for single and multi-family. All other classes have uniform volume rates. The street lighting is a property tax assessment based on location and property ownership.

In 2007, the SMCSD Board of Directors approved a one-time water and sewer rate adjustment. The rate incorporated an increase in the fixed monthly charges and an increase in the commodity charges based on cost of service by customer type. A copy of the current rate structure is included as Attachment "B". The last utility rate study was done in 2007 resulting in an adjustment to water and sewer rates.

Street lighting property assessment was not evaluated in 2007, nor has there been any additional tax assessment review done since the District was formed in 2000, while costs for maintenance, electricity and maintenance/repairs have increased since the District's formation.

### **Scope of Work:**

Perform a fully allocated cost of service, rate design study and adoption of rates for street lighting, domestic water and wastewater systems.

See attached Full Scope of Work. (Attachment #A)

(continued on next page)

### **Services to be provided by SMCS D**

District staff will provide the consultant with all relevant information it has pertaining to the District and its operations, the existing documentation of policies and procedures and related documents, which include but are not necessarily limited to the following:

1. Furnish all reasonably available records and information, including financial reports, budgets, and production and consumption data.
2. Provide a loaner copy of the most recent Water Master Plan.
3. Provide staff support and assistance as required and agreed to in advance of study.

### **PROPOSAL SUBMITTAL**

#### **TECHNICAL PROPOSAL**

**1. Approach to the Project:** Include a cover letter summarizing the proposal. Describe your approach to this project and any special ideas, techniques or suggestions that you think might make the project proceed smoothly. Scope of work (a description of the work program including a description of deliverables, activities, and timelines) should also be included.

**2. Experience:** Description of recent projects of a similar nature including five (5) client references with names and telephone numbers and for any subcontractors.

**3. Qualifications:** Describe your staff's unique qualifications and training for this type of work. The names, title and qualifications of the proposed project manager and support staff and subcontractors, who will be conducting this work assignment, including their experience and projects in which they had "hands on" responsibility and length of time with the firm. The project manager will be expected to be fully involved and conversant in the details of the project on a day-to-day basis. Describe the organization structure of staff members and sub-consultants (if any).

**4. Outline:** Provide an outline of the proposed plan.

**5. Schedule:** The following is a tentative time schedule:

**Proposal Deadline: October 31, 2016**

Staff screens all proposals and determines finalist(s) after October 31, 2016

District Standing Committee interviews with selected final candidates (Mandatory) during the week of October 31, 2016

Award of Contract by District Board is scheduled for November Board Meeting with execution of contract agreement immediately after contract is awarded.

Work begins December 5, 2016

Completion of Preliminary Report July 31, 2017

Completion of Final Report Upon Approval of District Board of Directors

Indicate in the proposal if the above time schedule cannot be met. However, submit a proposed time schedule based on the firm's ability to complete the project. The District will make the final determination of the time schedule based on the average of the time schedule from the proposals received.

### **COST PROPOSAL**

A separate envelope shall be provided containing the Cost Proposal for the study.

**1. Project Budget:** A description of the project budget itemized according to individual tasks. The consultant shall present a specific "not to exceed" fixed fee including associated fees (i.e. printing costs, attendance at meetings, travel, clerical support, overhead costs, mileage, parking and other miscellaneous items). A requested payment schedule should accompany the work schedule. Each phase of work should have an itemized budget including labor costs and expenses for each piece of work. The proposal should include staff hourly rates.

**2. Consultant's billing rate schedule:** A copy of the Consultant's hourly rate schedule and a written statement that said hourly rate schedule is part of the Consultant's quote for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.

### **AGREEMENT**

Proposals should include the information requested below:

**1.** The District will provide a copy of the Agreement for Professional Services prior consideration of contract award by the Board of Directors. At that time, the District will require your review this agreement and to provide the District with a written statement of your firm's willingness to accept the terms of the agreement.

**2.** A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's quote.

**3.** A statement that this RFP and the Consultant's proposal will jointly become the Scope for Professional Consultant Services for this project. A purchase order will be issued upon acceptance of the quote.

**4.** A statement that the services to be provided, and fees therein, will be in accordance with the District's RFP except as otherwise specified in the Consultant's quote under the heading "Exceptions to the District's Request for Proposals."

**5.** A single and separate section with the heading "Exceptions to the District's Request for Proposals" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this RFP upon which the Consultant's proposal is contingent and which shall take precedent over this RFP.

**6.** A written statement by the Consultant that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In case of conflict between federal, state, or local laws or regulations, the strictest shall be adhered to.

**7.** A written statement by the Consultant shall allow all authorized federal, state, county, and the SMCS D officials' access to place of work, books, documents, papers, fiscal, payroll materials, and other relevant contract records pertinent to this project. All relevant records shall be retained for at least three years in the consultant's place of business.

**8.** Proposers will be required to comply with the President's Executive Order No. 11246 (Equal Employment Opportunity clause) as amended by Executive Order 11375, and as supplemented in Department of Labor Regulation (41CRF, Part 60), California Labor Code 1410, et seq., California Labor Code 1777.6, and implementing regulations concerning equal opportunity for Apprentices. A written statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin should be included.

**9.** The Proposer agrees to abide by the requirements under Section 1773 of the Labor Code of the State of California for general prevailing wages, where it is applicable. Include a written statement that the Consultant shall comply with the California Labor Code. Pursuant to said regulations entitled: Federal Labor Standards provisions; Federal Prevailing Wage Decision; and State of California Prevailing Wage Rates, respectively.

**10.** A written statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874 C) and the implementation regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

**11.** Evidence of Insurance must be received prior to agreement implementation.

**a.** Insurance Requirements - Proposer shall provide and maintain insurance, acceptable to District's General Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performances of the work hereunder by the Proposer, its agents, representatives or employees. Insurance is to be placed with a current A.M. Best's rating of no less than A:VII. Proposer shall provide the following scope and limits of insurance as stated in the attached Professional Services Agreement.

**b.** Other Provisions - Insurance policies required by this Agreement shall contain the following provisions:

(1) All Policies: Each insurance policy required by this paragraph shall be endorsed and state the coverage shall not be suspended, voided, canceled by the

insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to the District

(2) General Liability and Automobile Liability Coverages:

(a) District, its officers, officials, and employees and volunteers are to be covered as additional insured as respects: liability arising out of activities Proposer performs, products and completed operations of Proposers; and premises owned, leased or hired or borrowed by Proposer. The coverage shall contain no special limitations on the scope of protection afforded to District, its officers, officials, or employees.

(b) Proposer's insurance coverage shall be primary insurance as respects to District, its officers, officials, employees or volunteers shall apply in excess of, and not contribute with, Proposer's insurance.

(c) Proposer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(d) Any failure to comply with the reporting or other provisions of the policies including the breaches of warranties shall not affect coverage provided to the District, its officers, officials, employees or volunteers.

(3) Worker's Compensation and Employer's Liability Coverage - Unless the General Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against the District, its officers, officials, employees and agents for losses arising from work performed by Consultant for District.

a. Other Requirements - Consultant agrees to deposit with District, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement have been complied with. The District General Counsel may require the Proposer furnish the District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required copies of all required insurance policies at any time.

(1) Proposer shall furnish certificates and endorsements from each subcontractor identical to those Proposer provides.

(2) Any deductibles or self-insured retentions must be declared to and approved by District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officer, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

(3) The procuring of such required policy or policies of insurance shall not be construed to limit Proposer's liability hereunder to fulfill the indemnification provisions and requirements of this Agreement.

12. The Proposer may utilize the services of specialty Subcontractors/consultants on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors/consultants. Unless the Proposer lists specific Subcontractors/consultants, the Proposer is representing to District that Proposer has all appropriate licenses, certifications, and registrations to perform the work hereunder. After submission of his/her proposal, the Proposer shall not award Work to any unlisted Subcontractors/consultants without prior written approval of the District. The Proposer shall be fully responsible to the District for the performance of his/her Subcontractors/consultants, and of persons either directly or indirectly employed by them. Nothing contained herein shall create any contractual relation between any Subcontractors/consultants and the District. The services provide by a subcontractor/consultant may not exceed 49% of the work of the total contract.

#### **D. DEADLINE FOR SUBMISSION OF PROPOSALS**

1. Interested firms should submit proposals by 4:00 P.M. October 31, 2016 to:

San Miguel Community Services District  
c/o General Manager  
P.O. Box 180  
1150 Mission Street  
San Miguel, California 93451.

2. Technical Proposals should be sealed and marked:

**“Technical Proposal – Cost of Service and Rate Design Study – San Miguel Community Services District”**

3. Cost Proposals should be sealed and marked:

**“Cost Proposal – Cost of Service and Rate Design Rate Study – San Miguel Community Services District”**

#### **EVALUATION CRITERIA**

The District will evaluate the information submitted. The evaluation will consider the following criteria when reviewing your proposal.

1. Approach to the work including task breakdown and staffing, **thirty percent (30%)**.

2. Qualifications, experience and technical competence of your firm and key people on similar projects of equal complexity, **thirty percent (30%)**.

3. Technical approach and methodology to accomplish the tasks identified in the Scope of Work. Discussion of ways how to maximize its services to the District, as well as potential constraints, problems and issues that may be anticipated during the performance of services and suggested approaches to resolving these matters. Also, project schedule and timeline by task showing key deliverables, **thirty-five percent (35%)**.

4. Reports of references, and the willingness to agree to all terms of the Professional Services Agreement, **five percent (5%)**.

The San Miguel Community Services District reserves the right to accept or reject any or all proposals or to waive any defects or irregularities in the proposals or selection process.

## **Attachment “A”**

### **Scope of Services**

The Scope of Services involves all necessary analyses and documentation to perform the study of the District’s utility rates and recommendation of a five-year (5-year) rate schedule for each utility. In general, the scope of work shall involve the following:

- 1. Review Background Information:** for each system (street lighting, water and wastewater), review key background information including, but not limited to:
  - a. Regulatory requirements, bond covenants and other contractual requirements and operations;
  - b. Historical revenues, operating expenses, debt service requirements, reserve policies (i.e., working capital and renewal and replacement), billing and collection procedures, approved rates and charges, customer information and usage data;
  - c. Source(s) of supply, current system facilities and the proposed capital improvement plan;
  - d. The District’s projected revenues, operating expenses, debt service and other funding requirements; and
  - e. Other pertinent data, as necessary.
- 2. Project operating results reflecting only previously approved rate increases.**
- 3. Comment as to the extent to which the projected revenues meet projected operating and capital needs to satisfy bond covenants and required and/or recommended reserve levels.**
- 4. Project rate increases and recommended structure needed to meet operating requirements, capital improvements, regulatory obligations, and reserve funding levels assuming no additional obligations.**
- 5. Propose a methodology for annual inflationary adjustments in compliance with Proposition 218.**
- 6. Identify various scenarios for additional debt and alternative rate design structures. The alternatives should consider the utility’s fiscal health as well as ratepayer impacts. Additional debt scenarios will be developed in conjunction with the District.**
- 7. For each debt or rate scenario, assess the sensitivity of the projected results to changes in certain key variables.**
- 8. Attend meetings and conference calls with staff and consultants as needed. Present results to Board of Directors at a public workshop and meetings.**

- 9.** Report (s): The consultant shall prepare a draft and a final report which include the following:
- a. A brief description of each system, including facilities, street lighting system, plant capacity, etc.;
  - b. Source(s) of supply (including a description of water rights/entitlements including status of District's assertion to water rights); historical and projected net sustainable yield and statement of the consultant's opinion as to the expected sufficiency to meet demand;
  - c. Service area description, including population;
  - d. Overview of financial operations over the last five years, including factors attributable to the rate covenant shortfall and corrective recommendations;
  - e. A description of the capital improvement program, including State and Federal regulatory requirements, a 5-year summary of proposed capital expenditures and a statement regarding the sufficiency of improvements to meet operating needs and regulatory requirements and reasonableness of the cost estimates;
  - f. The comprehensive revenue, expense projection described above;
  - g. The rate comparison described above.
- 10.** The consultant will provide guidance and advice to District staff to assure compliance with the Proposition 218 process as it applies to street lighting, water and wastewater services. The consultant will include, as an option, the preparation and completion of the Proposition 218 process as a service to the District. It is the intent of the District to complete and adopt, if at all, the Street Lighting, Water and Wastewater rates together at the conclusion of the Proposition 218 process at a public hearing.
- 11.** An initial report outlining the borrowing/no borrowing scenarios will be necessary. If the District determines it is advantageous to issue additional debt, then a final report will be necessary for the bond sale. The report will be used by the District, its financial advisor, disclosure counsel in connection with the issuance of the additional debt and may also be reviewed by rating agencies, bond insurers and prospective purchasers. The report may be included, in whole or in part, and/or may be referenced in the official statement for such bonds.
- 12.** Certifications, Opinions, and Consents: If additional debt is issued, then the consultant will be required to provide certificates or opinions in acceptable form to bond counsel necessary to meet additional bonds tests under financing documents. The consultant may also be required to consent to the use of or reference to the report in the official statement and to certify that the consultant has read such references and that there are no material omissions.
- 13.** The consultant shall present information at briefing meetings with District staff at critical points in the preparation process. In addition, upon completion of the draft report, the consultant shall be prepared, if requested, to present the study to the District Board of Directors, and the residents in a public format. The presentation capabilities and public

involvement processes proposed by the consultant is a key factor in determining the successful proposals for the study.

- 14.** The benefits of any proposed modifications shall be weighed against the financial impacts on ratepayers. Analyze the proposed rates for customer impacts and develop alternate rates modeled to address financial impacts on ratepayers. The analysis is to include:
  - a.** Preparation of typical bill comparisons for each proposed rate structure for representative customer classes using the current rate schedules as a baseline
  - b.** Compare customer class and proposed rate structures with neighboring street lighting, water and wastewater agencies.
  - c.** Conduct a rate study for water and sewer services provided by the District. The “Base-Extra Capacity” methodology, as described in detail in “Water Rates” -- AWWA Manual No. M1, is a preferred means for evaluating costs. Costs must be projected based on District-supplied financial projections, engineering records and use records.

Costs shall be allocated for basic service, extra capacity, fire protection and per customer services. These costs were allocated to customer classes based on use characteristics of each customer class. Total costs shall also be allocated so that fees or charges collected match total expected costs for the next three-five years.
- 15.** The rate design shall continue to encourage conservation for all customer classes, provide funding for conservation programs while insuring the ability of the utilities to meet fixed and variable cost obligations.
- 16.** Provide a user friendly model prepared in Microsoft Excel reflecting the rate designs proposed such that District staff can track actual results against the predicted results from the study. The model will be the property of the District and may be used by the District for any purpose.
- 17.** The successful consultant must be prepared throughout the analysis to:
  - a.** Adjust its scope of services to account for possible changes in rate structures acceptable to the District; and
  - b.** Adjust its methodology to account for local conditions.
- 18.** The District is interested in exploring alternative rate structures such as a budget- based rate structure, if feasible to consider. Consultant should be able to provide information and recommendations regarding alternative rate structure proposals.

## **Format for Response to Request for Proposal (RFP)**

Complete the Proposer Contact Information Sheet (attached) and email it to [darrell.gentry@sanmiguelcsd.org](mailto:darrell.gentry@sanmiguelcsd.org).

District Administration office will provide any clarifications and addendums to this RFP directly to all consultants who have completed this form in addition to publishing them on the District's website at: [www.sanmiguelcsd.org](http://www.sanmiguelcsd.org).

The response to the RFP must be made according to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements or to include conditions, limitations or misrepresentations may be cause for rejection of the submittal. Use 8 ½" x 11" sheets (foldouts are acceptable for charts, etc.) and font size must be no smaller than 12 point).

Please deliver the RFP in a sealed envelope, labeled as shown below in Item 1.

**1.** Deliver five (5) complete hard copies of the submittal to the address listed below:

**US Mail or Hand delivery, FedEx, UPS, etc.:**

San Miguel Community Services District  
Attn: Darrell Gentry, General Manager  
1150 Mission Street  
San Miguel, CA 93451

Darrell Gentry, General Manager will serve as the District's prime contact for the rate study during the proposal process. The District prefers that any questions, inquiries and matters of coordination regarding the required services be submitted by e-mail to the contact listed below: [darrell.gentry@sanmiguelcsd.org](mailto:darrell.gentry@sanmiguelcsd.org)

Phone: (805) 467-3388

**2.** Proposals in the form of telegrams, telephone calls, facsimiles, e-mails or telex will not be accepted. Late proposals will not be accepted. A proposal is considered late if it has not been received by the District Administrative office by 4 p.m. on October 31, 2016.

**3.** Delivery of the hard copy proposal by October 31, 2016 at 4:00 p.m. will constitute acceptable delivery. The District requires the delivery of one (1) electronic version of the completed response to the RFP for review purposes. The District requests that this delivery be made subsequent to the deadline for the hard copies of the RFP to District contact listed above but no later than two business days following the deadline for the hard copies of the response to the RFP. The delivery of the requested electronic copy via e-mail to the District's contacts will not invalidate the successful delivery of the response to the RFP, as long as the hard copy is received by the date and time specified.

#### 4. Mandatory Content and Sequence of Submittals:

##### a. Cover Letter

Section 1 shall be a maximum two-page “Cover Letter” and introduction, and shall include the name and address of the organization submitting the proposal, together with the signature, name, title, address, telephone and fax numbers, and e-mail address of the contact person(s) empowered to bind the firm and to make representation for the organization. This cover letter should also state the firm’s acceptance of the District’s Contract for Professional Services agreement format prior to the Board’s review and consideration of awarding a contract for these services.

##### b. Table of Contents

Section 2 shall be a detailed “Table of Contents” and shall include an outline of the submittal, identified by sequential page number and by section reference number and section title as described herein.

##### c. Consultant Qualifications

Section 3 shall be entitled “Consultant Qualifications” and shall include a description of the consultant firm’s resources, experiences and capabilities as they relate to appropriate District utility rate studies, as well as resumes of the staff to be assigned to this project. Submit in order identified below:

1. Background and experience. In this section, describe your firm’s background and its organizational structure. Describe the roles and background of the team leader and key team members. Describe capabilities specific to the scope of work within this RFP.
2. Consultants. Describe the background and qualifications for each of the consultants your firm would use in meeting the above capabilities and in preparing these District utility rate studies.
3. Scheduling. Delineate the schedule you propose for each of the District utility rate studies.
4. Cost Control. Describe how your firm ensures that the project contract amount is not exceeded.

##### d. Description of Analysis

Section 4 shall be entitled “Description of Analysis” and will describe the methodology that you will utilize to provide the analysis requested in this RFP, taking care to account for the possible changes in scope and methodology mentioned in the last paragraph under Scope of Services, above.

##### e. Work Plan and Schedule

Section 5 shall be entitled “Work Plan” and will outline how the consultant’s team intends to prepare and complete the District utility rate studies. Consultant’s team shall provide an electronic database containing information needed to provide notice to property owners within

the District. For each parcel within the District the database contains the assessor's parcel number (APN), owner's name and mailing address, parcel address, and a list of services provided by the District to the parcel.

f. Price Estimate

Section 6 shall be entitled "Price Estimate" and shall provide a breakdown of costs by hour and by task contained in the Work Plan in Section 5. Provide a total "not to exceed" amount inclusive of ancillary costs, such as copying, travel, phone, etc. The only reimbursable cost will be the printing and binding of the final report of the rate studies.

The District reserves the right to negotiate the scope of work, overall price estimates and hourly rates prior to entering into a contract with the selected firm.

g. Experience Summary

Section 7 shall be entitled "Experience Summary" and shall briefly describe knowledge and experience in conducting District utility rate studies for other agencies, along with a discussion comparing similarities with this project. Include professional references, including names and telephone numbers for each sample project.

h. Additional Data

Section 8 shall be entitled "Additional Data" and shall include any other data the consultant deems essential to the evaluation of the qualifications and proposal statements. Where appropriate, please key data back to information contained in Sections 1 thru 7. If there is no additional data, this section will consist of the statement, "We wish to present no additional data." This section shall be limited to two pages.

**Selection Process**

The goal of the selection process is to recommend a consultant for District's Board of Directors interview and approval. The District Board of Directors will use the following evaluation criteria:

1. Qualifications, background, and prior experience of the firm in performing services for similar projects.
2. Experience, organization, and technical skills of the firm and key people to successfully accomplish the project's scope of services and objectives.
3. Overall project design and methodology. The firm's technical approach to the work, task breakdown and staffing will be considered.
4. The responsiveness of the RFP to the tasks to be performed as identified in the "Scope of Services" section.
5. The timeliness and speed with which the consultant can complete the scope of work.

6. The comprehensiveness and rationale of the project work plan, project schedule and identification of key deliverables.
7. Past performance on contracts with business or government agencies in terms of quality of work and compliance with schedules. This will be evaluated based on a check of references.
8. Proposer's ability to communicate technical information in a clear and simple manner.
9. An evaluation of the proposed project costs.

Evaluations of all qualification statements, work plans and price estimates will consist of two steps of selection.

The first step will consist of evaluating the proposals for the purpose of determining the most qualified proposing firms. Following evaluation of the written proposals, the highest rated firms in the competitive range may be invited for an interview. The District will conduct vendor interviews after October 31, 2016.

Since the District reserves the right to negotiate the final price with a selected firm, the price estimate will not be the most significant consideration in the first step of the District's selection process.

The second step involves the District negotiating with the proposing firm that it ranks as the most qualified to perform the engagement. The District desires to negotiate the final price for the engagement, details of scope of services, timeline for completion of the engagement, contract terms and conditions. Should the District not be able to negotiate the price and other conditions to its satisfaction, it may choose to negotiate with another qualified proposing firm.

#### **District Notices**

Any questions related to this RFP are to be directed by e-mail to the District's contact person identified herein.

#### ***All consultant firms responding to this RFP should note the following:***

1. Firms should immediately complete the Proposer Contact Information Sheet (attached) and email a copy to darrell.gentry@sanmiguelcsd.org. District will maintain a list of proposers during the RFP process. District will provide any clarifications and addendums to this RFP directly to all consultants who have completed this form.
2. All work performed for the SMCSO, including all documents and computer software files associated with the project, will become the exclusive property of the District. The proposals must indicate if consultant anticipates using software that is proprietary in nature and therefore cannot be legally released to the District.

**3. SMCS D reserves the right to:**

- a) reject all submittals
- b) request clarification of any submitted information
- c) not enter into any agreement
- d) not select any consultant
- e) cancel this process at any time
- f) amend this process at any time
- g) issue similar RFPs or RFQs in the future
- h) request additional information during the selection process

**4.** The consultant shall carefully examine this RFP and any addenda that may be posted on the District's website. The consultant shall seek clarification of any ambiguity, conflict, omission or other error in this RFP in writing. It shall be the responsibility of the consultant to check the District's website to determine if any addenda have been posted to the website prior to the bid opening date. As noted in Item #1 above, immediately complete the Proposer Contact Information Sheet (attached) and email a copy to [darrell.gentry@sanmiguelcsd.org](mailto:darrell.gentry@sanmiguelcsd.org) to be added to the active list of bidders to receive all addendums and clarifications that may be issued during this RFP process.

**5.** The District's website address is <http://www.sanmiguelcsd.org>. and where you may find additional information about the District.

**6.** The selected consultant is expected to perform and complete the project in its entirety.

**7.** Any and all costs arising from preparation of this RFP and participation in the selection process incurred by any consultant firm shall be borne by the firm without reimbursements by the San Miguel Community Services District.

**8.** The District may require selected consultant to submit additional data or information the District deems necessary to substantiate the costs presented by the proposer. The District may also require selected consultant to revise one or more elements of its proposal in accordance with contract negotiations. The District reserves the right to evaluate proposals for a period of ninety (90) days before deciding which proposal, if any, to accept.

**9.** The selected consultant shall furnish the District certificates of insurance prior to execution of the contract demonstrating that the following coverage is in effect and in accordance with the specifications.

a) Workers' Compensation

The selected consultant shall provide and maintain in full force Workers' Compensation Insurance in accordance with the State of California, with Statutory Limits throughout the life of any contract entered herein. The selected consultant agrees to indemnify, defend and hold harmless the District and its agents from any and all claims/actions that may arise by reason of injury to any employee of the selected consultant.

The limit of Workers' Compensation and Employer's Liability Insurance coverage shall be at least:

Workers' Compensation Statutory Limit

Each Accident \$1,000,000

Disease – Policy Limit 1,000,000

Disease – Each Employee 1,000,000

b) Public Liability and Property Damage

The selected consultant shall maintain during the life of any contract entered into public liability and property damage insurance in which the District shall be named as an additional insured, and which shall protect the selected consultant or any sub consultant performing work covered by the contract from claims for personal injury, including accidental death as well as for claims of personal damages which may arise from the operation under any contract entered into whether such operations shall be performed by the selected consultant or any sub consultant, or by anyone directly or indirectly employed by any one of them.

The limit of coverage shall be at least:

Professional Liability (E & O)

Per occurrence or claim \$1,000,000

Aggregate 2,000,000

General Liability

General Aggregate 2,000,000

Products Comp/OP AGG 2,000,000

Personal & Adv Injury – per occurrence 1,000,000

Each Occurrence 1,000,000

Fire Damage (any one fire) 50,000

Medical Expense (any one person) 5,000

Automotive Liability

Any vehicle, combined single vehicle 1,000,000

In addition, the following applies for Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. The general aggregate limit shall apply separately to this project/location and the general aggregate limit shall be twice the required occurrence limit.

The following applies for Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Professional Liability (Errors and Omissions) Insurance should be appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

The issuing insurance company must have A.M. Best rating no less than A-: VII. All said insurance policies, as described in this section, shall provide that the same is non-cancelable except upon thirty-days' (30-days') written notice to the District

**Project Schedule**

All responses to this RFP must be submitted to the District's contact person identified herein on or before the specified deadline. The District will then review the responses and schedule interviews with the consultants who best meet the criteria outlined above.

The proposed schedule is as follows:

**Submission deadline October 31, 2016**

Interviews to be arranged for early November 2016

Preliminary selection November 2016

Award of contract by Board of Directors November 2016

Project to commence December 2016

Project due date July 2017

Prop 218 notice delivery TBD

Prop 218 Public Hearing TBD

Effective date for rates TBD

Proposed schedule subject to change.

**EXHIBIT "A"**

**ACKNOWLEDGMENT FORM**

RFP for Utility Rate Study Services

**PART A**

The proposing Firm warrants the following:

1. That it will not delegate or subcontract its responsibilities under contract without the express, prior written permission from San Miguel Community Services District
2. That all information provided in connection with this Proposal is true and correct.
3. That it will acknowledge and agree with all terms and conditions stated in this Request for Proposal.

Firm Name (Respondent to RFP):

Address: City: State: Zip:

Contact Name: Title:

Telephone No: Email:

Signature

**PART B**

The above listed Firm is responding to a Request for Proposals for a qualified and experienced Firm to provide consulting services to prepare and evaluate utility rates for potential adjustment by the Board of Directors.

**THIS COMPLETED FORM MUST BE RETURNED TO SAN MIGUEL COMMUNITY SERVICES DISTRICT BY THE RESPONDENT WITH THEIR PROPOSAL.**

**RETURN PROPOSAL PRIOR TO 4:00 P.M. October 25, 2016**

**San Miguel Community Services District  
1150 Mission Street  
San Miguel, CA 93451**

**Attn: Darrell W. Gentry  
General Manager**

2014

## San Miguel Community Services District

### Water & Sewer Rates

<b>Water</b>		
METER SIZE	MONTHLY RATES	
5/8"	\$14.69	inc. first 5
3/4"	\$14.69	inc. first 5
1"	\$22.85	inc. first 5
1 1/2"	\$39.17	inc. first 5
2"	\$55.49	inc. first 5
6" Business	\$300.29	inc. first 5

<b>Charges for water usage over base rate each unit is 748 gal. of water</b>		
	MONTHLY RATES	
First 5 units	\$14.69	BASE
5 - 12.5	\$2.04	
12.5 - 25	\$2.46	
25 and up	\$3.27	

<b>Sewer</b>		
RATE CLASS	MONTHLY RATES	
Single Family	\$37.09	per units
Multiple Family	\$22.77	
Private Swimming pool(condo)	\$34.89	
Restaurant	\$37.09	
Motel	\$37.09	
Motel w/ Kitchen	\$37.09	
Public Swimming Pool	\$37.09	
Public Toilet	\$37.09	
Laundromat	\$37.09	
School	\$434.33	
Mission San Miguel	\$130.30	

<b>Additional per sewer unit charges</b>		MONTHLY RATES	
Restaurant per. Seat		\$1.32	
Motel per. Room		\$5.47	
Motel w/kitchen per. Room		\$7.61	
Public Swimming pool		\$128.10	
Public Toilet per. Unit		\$5.12	
Laundromat per. Unit		\$5.12	