



REQUEST FOR PROPOSAL

PROPOSAL NO. 961-0202-22A

Residential Service Line Protection

PROPOSAL DUE: February 2nd, 2022 at 2:30PM

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1 RFP Summary

1.1 Introduction

The Antioch Public Works Department (“Department”), a department of the City Antioch (“City”), seeks to retain the services of a qualified Proposer¹ to provide: a voluntary water service and sewer lateral protection program (“Program”) for City residential customers whose water service line is equal to or less than two inches. As part of the City’s efforts to communicate to homeowners their responsibility for maintenance and repair of water service lines and sewer laterals connected to their properties, the City will permit the highest scoring Proposer to market its Program using the City’s logo.

Proposers responding to this RFP must have proven expertise and extensive experience in operating a water service line and sewer lateral protection program.

Agreement Duration: 4 Years

The City shall have the sole discretion to extend the Agreement term for up to a total of nine (9) years (or 108 months) consistent with City requirements.

Additional information relating to the RFP may be posted on the City of Antioch website as needed after issuance of the RFP. Any Proposer who has requested an RFP or to be on the bidders list will also be provided with updates.

1.2 Tentative RFP Schedule

The following dates for issuance of the RFP, receipt and evaluation of proposals, as well as award of an Agreement, are tentative, non-binding, and subject to change without prior notice:

Advertisement of RFP	01/12/2022
Deadline for Proposers to Submit Questions	01/26/2022
Deadline for Proposers to Submit Proposals	02/02/2022
Posting of Highest-Ranked Proposer	02/04/2022
Council Authorization to Execute Agreement	02/22/2022
Deadline for Proposer to Achieve Vendor Compliance and Execute Agreement	03/08/2022
Notice of Award of Agreement	03/30/2022

¹“Proposer” refers to any entity responding to this Request for Proposals (RFP).

1.3 Requests for Information and Addenda/Change Notices

All requests for information concerning the RFP, must be in writing and submitted via email to craposo@antiochca.gov. No questions or requests for interpretation will be accepted after January 26, 2022 at 4:00 PM.

Any interpretation of, or change in, the RFP will be made by addendum and shall become a part of the RFP and of any Agreement awarded. The City will make reasonable efforts to post in a timely manner any modifications to the RFP on the [City of Antioch Website](#).

Please refer to ***Sections 8.2 and 8.3 for more information regarding RFP inquiries and addenda/change notices.***

1.4 Conflicts of Interest

The selected Proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local law related to conflicts of interest. Proposers are advised to carefully review Section 10 of this RFP before submitting a proposal.

2 Background

2.1 City of Antioch Public Works Department

The Public Works is a department of the City that provides maintenance services to Antioch's roads, parks, marina, open spaces, flood control areas, water and sewer lines as well as providing safe potable water to residents. Headquartered at 1201 W 4th Street, Antioch, CA, the Public Works has approximately 125 employees with a fiscal year 2021/22 budget of approximately \$98 million.

The Public Works Department includes two separate enterprises. The Water divisions are responsible for managing the treatment, storage and distribution of potable water to Antioch's customers. The Collections Division is responsible for managing the collection of Antioch's wastewater.

2.2 Residential Service Line Protection Program

The City will permit the highest scoring Proposer to market its Program as part of the City's efforts to communicate to homeowners their responsibility for maintenance and repair of water service lines and sewer laterals connected to their properties.

PROJECT BACKGROUND

Expected Program Benefits

Because both water service line and sewer lateral failure can be unpredictable, repairs tend to be expensive, and property owners may not be prepared to respond quickly nor have full knowledge of what is required to remedy the problem. For this reason, Antioch Public Works believes the City's water and sewer customers could benefit significantly from a residential service line protection program ("Program"). Additionally, Antioch Public Works believes that such a Program would be in the best interest of the City, as the expeditious repair of leaking and broken water lines and sewer laterals under the Program could help prevent damage to Antioch infrastructure, reduce response costs for the Antioch Public Works and other relevant Antioch departments, limit damage to homes, and enable Antioch resources to be used more efficiently. Therefore, the City is seeking a highly qualified Proposer to offer water service line and sewer lateral protection service to its residential customers whose water service line is equal to or less than two inches.

Ownership and Maintenance

Water

As stated in the Antioch Municipal Code Chapter 5, maintenance and repairs of the water pipes and fixtures beyond the water meter are the sole responsibility of the property owner.

Sewer

Under City law, property owners in the City of Antioch are responsible for maintaining their private sewer lateral. The property owner's responsibility for maintenance begins in their private property and ends either at the sewer main, or the permitted city cleanout. If the property owner does not have a permitted cleanout, the owner is responsible for the entire lateral (upper and lower).

In addition, under City law, property owners are responsible for the repair and replacement of the upper lateral, which starts at the building and ends at the connection to the lower lateral at the face of the curb. The City is responsible for repair and replacement of the lower lateral.

3 Scope of Services

3.1 Introduction

The City of Antioch Public Works is issuing this RFP for the purpose of selecting and entering into an agreement with a protection provider to provide a voluntary water service and sewer lateral protection program (“Program”) for the City’s residential customers whose water service line is equal to or less than two inches. As part of the City’s efforts to communicate to homeowners their responsibility for maintenance and repair of water service lines and sewer laterals connected to their properties, the City will permit the highest scoring Proposer to market its Program using the City’s logo.

3.2 Agreement Term

The Agreement shall extend over an initial term of 4 Years.

The City reserves the right to commence, close, reduce or extend selected Proposer’s services at any time in response to changing needs. In addition, the City shall have the sole discretion to extend the Agreement term for subsequent extensions for a total of nine (9) years (or 108 months).

3.3 General Description of Services

The primary role of the selected Proposer will be to provide the following, including but not limited to:

1. Marketing Plan
2. Mailing List
3. Call Center
4. Timely Response
5. Repairs in Conformance to City of Antioch Standards
6. Inspection of Sewer Laterals
7. Customer Service and Data Updates
8. Program Coverage and Fee Schedule
9. Eligible Customers
10. Financial Arrangement

The selected Proposer will work under the direction of the City of Antioch Public Works Department.

3.4 Detailed Description of Services

The following is a detailed description of the services required to complete the assignment.

SERVICE 1 MARKETING PLAN

The Proposer shall outline a proposed marketing plan and time-line, as well as the role the Proposer expects the City to perform in the marketing process. The selected Proposer will develop a publicity plan and marketing materials for promoting its Program to the City's customers. The selected Proposer will be authorized to use the City logo on its promotional materials, provided that City Attorney review and pre-approve any and all use of the City logo and any and all marketing materials before distribution or display. The selected Proposer shall cover the costs of producing and mailing all marketing materials.

SERVICE 2 MAILING LETTER

In accordance with state law, the City of Antioch will not under any circumstances provide the selected Proposer with customer mailing lists. In addition, the selected Proposer will provide the City with an appropriate mailer to be included in the Customer's water bill.

SERVICE 3 CALL CENTER

The selected Proposer will staff and maintain a 24-7 toll-free call center for handling claims for sewer lateral and water service line issues. The selected Proposer shall provide translation services for messaging and inbound calls. At a minimum, translation services must be available in Spanish.

SERVICE 4 TIMELY RESPONSE

For coordination with the Public Works Department. The selected Proposer must establish a mechanism to ensure that water service line and sewer lateral claims for City's customers participating in its Program ("Customers") are routed through and responded to by Proposer's staff to prevent the Public Works Department from being dispatched in duplication.

For water service line repairs. The selected Proposer must Commence Work (defined as the selected Proposer's time of arrival at the premises of Customer) within 8 hours of notification by the Customer or City and restore water connection within 24 hours for non-emergence repairs. For Emergencies, the Proposer shall Commence Work within 2 hours of notification by the Customer or City; be responsible for coordinating water service shut-off by calling the City of Antioch Public Works Department until restoration work is complete; and, restore water service within 8 hours.

For sewer lateral repairs. From time of notification by the Customer, the selected Proposer must Commence Work within 8 hours of notification by the Customer or City; and, complete work within 8 business days.

For sidewalk restoration. The response times required above are related to addressing the function of the sewer lateral; they do not encompass all restoration work. Restoration work must be completed within ten business days of initial notification by the Customer or City.

SERVICE 5 REPAIRS IN CONFORMANCE TO CITY OF ANTIOCH STANDARDS

City Standards Constructions Details are located at <https://www.antiochca.gov/fc/public-works/engineering/Construction-Details.pdf>. Please refer to Construction details CP-08, W-04A, W-15, SS-02, SS-04, SS-05 and SS-06 at a minimum.

1. The selected Proposer shall provide high-quality repairs in adherence to the most current City of Antioch, regional, state and federal rules and regulations including: specifications for materials and construction for water service lines and sewer laterals; preparation, repair and basic ground and sidewalk restoration work.
 - a. Restoration shall include, at a minimum, filing, raking and reinstallation of existing soft landscaping and shrubbery and patching of paved surfaces. Patching of paved surfaces or sidewalks shall be done in conformance with City of Antioch standards and specifications.
 - b. Lead pipe is to be replaced with pipe that is in conformance with City of Antioch regulations whenever it is encountered or discovered as part of Program repair.
 - c. The selected Proposer will be responsible for obtaining all relevant City of Antioch permits through the appropriate City departments.
2. Provide qualified reputable professional plumbers to perform the repairs or replacement of the sewer lateral or water service line. The plumbers must meet the following requirements:
 - a. The Plumbing Contractor must be licensed to do business in Antioch, California.
 - b. The on-site plumber must have a valid and active plumbing license from the State of California. When multiple workers are assigned to a job, unlicensed

workers may be used. A licensed plumber must be present at all times to direct activities and perform all work that requires a licensed plumber.

- c. All plumbing contractors must be bonded and insured.
- d. Plumbing Contractors shall not have a record of unresolved complaints or unfavorable status from the Better Business Bureau, or the California Department of Consumer Affairs.
- e. Plumbing Contractors shall take reasonable measures (i.e. background check) to ensure any workers do not have a previous criminal record that renders him/her unfit to perform work on private property.
- f. Plumbing Contractors must have a Worker's Compensation experience modification rating ("EMR") not to exceed 1.0.

SERVICE 6 INSPECTION OF SEWER LATERALS

In the case any portion of the sewer lateral requires repair or replacement, upon completion of the repair or replacement, the upper (or private) lateral shall be inspected with video or close-circuit television. A digital copy of the video inspection shall be submitted to the Antioch Public Works Dept.

SERVICE 7 CUSTOMER SERVICE AND DATA UPDATES

1. The selected Proposer shall provide the City's Customer service staff with training on the Program and a list of frequently asked questions (FAQs). The FAQs should provide enough information to allow the City's Customer service staff to answer customer questions without delay or referral to the selected Proposer's Customer service. It is solely within the City's discretion whether to use the selected Proposer's FAQs when communicating with its customers. The City of Antioch may develop its own FAQs to answer Customer questions.
2. The selected Proposer will provide high-quality Customer service with ongoing accountability to the City for services provided. The selected Proposer will provide the City with a detailed bi-weekly report on the number and nature of Customer calls, address and dates of repairs and replacements, and documentation of all work performed. Detailed bi-weekly reports shall also list the Customer wait times for response at the selected Proposer's call center and wait times for commencement and timeframe for completion of repair. After the first six months of program start, these bi-weekly reports may switch to monthly reports at the discretion of the City.

SERVICE 8 PROGRAM COVERAGE AND FEE SCHEDULE

1. The selected Proposer shall offer a flat-rate, subscription-based Program with an unlimited dollar amount per occurrence and an unlimited number of occurrences per year for repairs covered by the Program.
2. All repairs and replacements performed under the Program shall be covered by a minimum three-year warranty.
3. There shall be no deductible or additional service fee borne by the Customer.
4. Proposers shall submit the proposed subscription-based price schedule based on a monthly per Customer rate.
5. The subscription rates shall be structured to be sufficient to cover all related expenses of the Program.

SERVICE 9 ELIGIBLE CUSTOMERS

The Program shall be offered to all City residential customers whose water service line is equal to or less than 2 inches, which represents approximately 33,106 eligible accounts.

SERVICE 10 FINANCIAL ARRANGEMENT

If the Proposer offers to pay a revenue share to the City, the proposed revenue share—which may include an annual upfront amount, and/or a flat-rate monthly revenue share for each City customer enrolled in the Program.

If included, the monthly revenue share shall be paid to the City on a monthly basis. The selected Proposer will process the amount of monthly revenue share to be paid to the City by the 15th of the month, based on the number of City customers enrolled in the Program for the previous month, and will submit a check to the City with said amount and back-up documentation detailing each payment received including address and customer name. The City reserves the right to audit any payment received by requesting all information pertaining to and supporting the payment.

4 Minimum Qualifications

The minimum qualifications set forth below are required for a Proposer to be eligible to submit a proposal in response to the RFP. Proposals must clearly demonstrate compliance with the specified minimum qualifications. Proposals that do not clearly demonstrate compliance with the minimum qualifications may be rejected by the City without further consideration. The City reserves the right to request clarification from Proposers who fail to meet any minimum qualification requirements prior to rejecting a Proposal for failure to demonstrate compliance.

4.1 Proposer Qualifications

To qualify for award of the Agreement, the Proposer must demonstrate relevant expertise to successfully perform their role and responsibilities in the scope of services described in this RFP and additional expertise in the following areas:

To qualify for this Agreement, a Proposer must possess the following qualifications:

- A. Experience:** Proposers must have a minimum of five years of experience operating a water service and sewer lateral protection program. Furthermore, Proposers must have demonstrated the ability to successfully manage a water service and sewer lateral protection program for at least two (2) municipal or private utilities of similar size to Antioch within the last five (5) years. The merit of the Proposer's experience will be determined based on the City's review of the Proposer's **Qualifications Summary** and **Reference Programs** submitted in response to this RFP.
- B. Business License and Certification:** Proposers must provide written certification/proof as part of its Proposal submittal that it holds all licenses and registrations required by federal, state and local laws applicable to the services being offered. Proposers must also provide written assurance as part of its proposal that its subcontractors will hold all licenses and registrations required by federal, state and local laws applicable to the services being offered. Proposer's compliance with these requirements will be determined based on City's review of Proposer's **Cover Letter** submitted in response to this RFP.
- C. Terms and Conditions of Protection Program:** At a minimum, the Proposer's Program must cover repair and/or replacement for blockages, leaks and breaks due to normal wear and tear, tree roots, defects in materials, and earth movement. Any Proposal that does not include this coverage will be deemed non-responsive. Proposer's compliance with these requirements will be determined based on City's review of Proposer's response to **5.2.6(A) Work Approach**.

These **Minimum Qualifications** will be scored on "Pass/Fail" basis.

5 Proposal Response Format

5.1 Proposal Submission

Proposals to be submitted via email to Christine Raposo at craposo@antiochca.gov. Proposals may also be submitted via electronic format or paper copies (3 must be provided of either) to 1201 W 4th St, Antioch, CA 94509 by February 2, 2022.

5.2 Proposal Requirements and Format

Detailed proposal response requirements are listed below. As stated in the Proposal Response Form, the proposal must include the following:

5.2.1 Contact Information

Provide contact information, identifying the Lead Proposer.

5.2.2 Cover Letter

Submit a cover letter signed by an individual authorized to obligate the Proposer to fulfill the commitments contained in the proposal. The letter must include the following: (1) a statement identifying the Lead Proposer if a JV is responding to this RFP; (2) a contact for all communications pertaining to the Proposer's proposal (include telephone number, e-mail address and mailing address); (3) a statement of the Proposer's overall ability and qualifications to conduct the work described in this RFP; (4) a statement that the proposal meets the Minimum Qualifications set forth in Section 4; (5) a statement that the Proposer has reviewed the Conflict of Interest Section of this RFP and agrees to comply with all conflict of interest rules and restrictions; and (6) a statement that the Proposer agrees to fully comply with all applicable Antioch laws.

To demonstrate Business License and Certification requirements (Section 4.1), the letter must also include (1) written certification/proof that Proposer holds all licenses and registrations required by federal, state and local laws applicable to the services being offered, and (2) written assurance that its subcontractors will hold all licenses and registrations required by federal, state and local laws applicable to the services being offered.

5.2.3 Executive Summary

Proposer must provide a two-page maximum executive summary that:

- Includes a brief overview of the proposal's principal elements,
- Demonstrates an understanding of the project objectives, and
- Describes the approach for carrying out the scope of services.

5.2.4 Qualifications Summary

Proposer must provide a description and background summary of the Proposer's qualifications. Summary shall include corporate qualifications, commitment, strength, and technical capabilities to fulfill all services specified and required to successfully accomplish the service line protection program.

Also provide a detailed description of the Proposer's experience in providing the kinds of services described in **Section 3.4: Detailed Description of Services. The Proposer must have demonstrated experience in providing such services to customers for utilities serving more than 30,000 accounts, and a minimum of five years of experience operating a water and sewer lateral protection program.**

Proposer must clearly demonstrate that the Proposer meets all the minimum qualification requirements outlined in **Section 4 of the RFP.**

5.2.5 Reference Programs

Proposer must provide a description of the two (2) most recent programs previously managed by the Proposer within the last five (5) years, for municipal or private utilities of similar size to Antioch. Reference Programs must be of similar type and scope of services specified in this RFP. For each of the two Reference Programs, the following must be provided to validate relevant experience:

- A. A detailed table including the name of the municipal or private utility for which coverage is offered, the type of service line coverage (i.e., sewer or both sewer and water), the number of subscribed customers, and the number of total customer accounts per offering.
- B. Reports indicating the success rate of water service line and sewer repairs in the three most comparable programs managed by the Proposer, including the number of initial repairs made in each of the last two years and the number of recurring repairs, listed by the incidence of recurrence. List the percentage of sewer lateral replacements versus the percentage of repairs for each of these programs.
- C. Reports indicating the response times for water service line and sewer repairs in the three most comparable programs managed by the Proposer. The reports should indicate response time from the time of Customer call for service to the commencement of repairs and completion of repair or replacement. List the

percentage of sewer lateral replacement versus repair for each of these programs. Reports should list Customer feedback submitted including complaints and problem resolution.

- D. A detailed description of the Proposer’s experience in establishing and retaining a network of local plumbers and other professionals for performance of sewer lateral and water service line repair work in similar-sized jurisdictions. Indicate the licensing level of network members (Journeyman, Journeyman-level, Apprentice). Please describe any mechanisms including badges to facilitate Customer identification of plumbers in network.
- E. A detailed description of the Proposer’s call center arrangements, including staffing, language accessibility, and call center performance metrics for the most recent two years. The performance metrics should include: number of calls attempted, number of calls answered, average speed answered, average handling time, longest waiting call, and Customer satisfaction survey rating.

5.2.6 Work Approach

Proposer must describe the overall work approach that your team proposes to use to successfully carry out the Scope of Services, including but not limited to the following:

- A. Product:** Outline the types of protection service plans available to City customers, including protection plans for water service lines, sewer laterals, or both. Identify the terms and conditions for each service line protection plan. Attach copy of applicable terms and conditions to Proposal as **Exhibit A**.
- B. Delivery/Procedures:** Clearly describe all procedures and approaches essential to delivery of the program, including:
 1. The establishment of a service provider network of local plumbers and other professionals. These must be presented in an easy-to-understand sequential process or set of procedures. Proposal should clearly define staffing, including the Proposer’s plan for establishing and retaining a network of local plumbers and other professionals for performance of sewer lateral and water service line repair or replacement work. Indicate the licensing level of network members (such as Journeyman, Journeyman-level, Apprentice).
 2. Provide detailed information on the selection and evaluation of the plumbing contractors that will be providing the work on sewer laterals and water service lines. Also provide information on how plumbers are assigned to a customer call for service.
 3. Description of the plan to address each key issue noted in **Section 3.4 Detailed Description of Services** from the development of marketing materials, to the handling of

Customer calls, to the distribution of work orders amongst contractors, to the follow-up and review of finished contractor work, etc;

4. Description of any distinctive technologies the Proposer will use on the engagement and how such technologies will provide value to the services to be rendered.
- C. Marketing:** Outline the marketing plan, including the types of methods that will be used to inform potential customers of the Program. Also enclose samples of marketing materials that have been used for programs in other jurisdictions.
- D. Key Staff:** The Proposal should also address the expertise of the Proposer's key professional staff who will work on this engagement including explanations of how the key staff will be organized to work together and work or partner with the local plumbing contractors or other professionals in service network. Please provide the name and title of the Proposer's primary staff person who shall serve as the dedicated contact/representative for its Program with the City.
- E. Response Time:** The Proposal must address their approach for meeting the response times for service line repair and completion of all related work, including sidewalk repair, pursuant to the requirements set forth in **Section 3.4: Detailed Description of Services herein. Fully describe response time: beginning with handling Customer calls to completion of repair or replacement.**
- F. Safety and Regulatory Compliance:** The Proposal should also include a description of the Proposer's environmental health and safety program and its approach to ensure that it, its service provider network and any subcontractors are in compliance with all federal, state and local regulations.

5.2.7 Services

- A.** Proposer must provide detailed descriptions of how the Proposer will execute the work associated with each service outlined in **Section 3.4: Detailed Description of Services of this RFP. Proposers may expand upon this description of work and/or add services to fully identify work and work products in their proposals.**
- B.** The description provided for each service should include, as appropriate, the following information:
- Service-specific approach and associated work elements;
 - Dependencies on/among other services (including activities of others and required key information);
 - Responsible party within the Proposer; and
 - Output/deliverables from the service.

- C. The service scopes and descriptions shall be of such form and in such manner and detail as to divide the work up into manageable segments.
- D. The detailed task descriptions provided by the selected Proposer may constitute the scope of services section of the Agreement. Proposers should therefore provide enough information to clearly identify the work to be performed under each task. However, note that modification of tasks or extensive task descriptions submitted by Proposers shall not in any way lessen or eliminate any of the work elements outlined in this RFP.

5.2.8 Pricing Schedule

Proposer must submit the proposed subscription-based price schedule based on a monthly per Customer rate.

If the Proposer offers to pay a revenue share to the City, the proposed revenue share—which may include an annual upfront amount, and/or a flat-rate monthly revenue share for each City customer enrolled in the Program.

6 Evaluation and Selection Criteria

This section describes the process for analyzing and evaluating the Proposals.

6.1 Overall Evaluation Process

The evaluation process will consist of the below phases with the following allocation of points:

Written Proposal	80
Monthly Subscription Rate	45
Revenue Share	25
TOTAL	150

The maximum total score for the evaluation process is one hundred (150) points.

The Selection Panel will be comprised of individuals who are knowledgeable on the subject matter, and may include staff from the Public Works, other City agencies, and/or other utilities or organizations.

6.1.1 Written Proposal Evaluation

The Selection Panel will evaluate and score written proposals using the following point scale:

EVALUATION CRITERIA	POINTS
Proposer Qualifications & Reference Programs	40
Work Approach & Services	35
Proposal Format & Organization (Including Cover Letter & Executive Summary)	5
	80

6.1.2 Monthly Subscription Rate Evaluation

Proposers will be scored based on their proposed monthly subscription rate. The data provided may be rejected and excluded from the score tabulation if it is found to be inconsistent with any of the information provided in the submitted proposal.

A proposer can receive up to 45 points based on the monthly subscription rate.

Coverage Type	Maximum Points Possible
Water Service Line	10
Sewer Lateral	10
Combined	25
TOTAL	45

The firm with the lowest monthly subscription rate proposal (per Coverage Type) will receive the maximum available points for that Coverage Type. All other firms will receive a proportionate share of the maximum available points based on how their monthly subscription rate compares with the lowest overall monthly subscription rate. The points allocated to a Proposer for each Coverage Type will be totaled, for a maximum score of 45 points. A sample of the monthly subscription rate evaluation is provided below:

	(A)			(B)			(C) = (A) x (B)			Σ(C)			
	Monthly Subscription Rate			Weighted Comparison			Maximum Available Points				Points Earned		
	Water	Sewer	Combined	Water	Sewer	Combined	Water	Sewer	Combined	Water	Sewer	Combined	SCORE
Firm A	\$5.50	\$8.50	\$12.00	\$4.50/\$5.50 = 0.82	\$7.50/\$8.50 = 0.88	\$10.00/\$12.00 = 0.83				8.2	8.8	20.8	37.8
Firm B	\$5.00	\$9.00	\$12.00	\$4.50/\$5.00 = 0.90	\$7.50/\$9.00 = 0.83	\$10.00/\$12.00 = 0.83	10	10	25	9.0	8.3	20.8	38.2
Firm C	\$4.50	\$7.50	\$10.00	\$4.50/\$4.50 = 1.00	\$7.50/\$7.50 = 1.00	\$10.00/\$10.00 = 1.00				10.0	10.0	25.0	45.0

6.1.3 Revenue Share Evaluation

Proposers will be scored based on their proposed revenue share. The data provided in may be rejected and excluded from the score tabulation if it is found to be inconsistent with any of the information provided in the submitted proposal.

A proposer can receive up to 10 points based on the revenue share.

Revenue Share (4-year Cumulative)	Maximum Points Possible
TOTAL	10

The firm with the highest overall revenue share proposal will receive the maximum available points (25 points) for their Revenue Share (4-year Cumulative). All other firms will receive a proportionate share of the maximum available points based on how their Revenue Share compares with the highest overall Revenue Share. A sample of the Revenue Share evaluation is provided below:

	(A)	(B)	(C) = (A) x (B)
	Revenue Share (4-year Cumulative)	Weighted Comparison	Maximum Available Points
Firm A	\$550,000.00	$\$550,000.00/\$750,000.00 = 0.73$	
Firm B	\$750,000.00	$\$750,000.00/\$750,000.00 = 1.00$	10
Firm C	\$630,000.00	$\$630,000.00/\$750,000.00 = 0.84$	
			SCORE
			7.3
			10.0
			8.4

6.2 Final Scoring

The City will tabulate written proposal, monthly subscription rate, and revenue share scores and then rank Proposers, starting with the Proposer receiving the highest total score, then continuing with the Proposer receiving the second highest total score, and so on. The Proposer with the highest total score will be identified as the highest-ranked Proposer eligible to proceed with the award of an Agreement.

7 Award of an Agreement

7.1 Agreement Preparation

The City Manager will make a recommendation to the City Council, that the Agreement be awarded to the highest-ranked Proposer to perform the requested services. The terms of the Agreement, including the monthly subscription rates and revenue share listed in the submitted Pricing Schedule will not be negotiable.

Failure by the Proposer to obtain compliance with City requirements and execute an Agreement within two (2) weeks of the date of the Council's authorization to execute the Agreement may result in the City Manager's executing an Agreement with the next highest ranked Proposer. The City, at its sole discretion, may select another Proposer and may proceed against the original selected Proposer for damages.

Once the Agreement is complete and after obtaining all the necessary City approvals, the Agreement will be executed and will be issued to the selected Proposer.

8 Terms and Conditions

8.1 Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP, including all appendices. Proposers are to promptly notify the City, in writing, upon discovery of any ambiguity, discrepancy, omission, or other error in the RFP. Modifications and clarifications will be made by addenda as specified in this RFP. The City is not obligated to issue addenda in response to any request submitted after 1/26/2022.

8.2 Inquiries Regarding RFP

All requests for information concerning the RFP must be in writing and submitted via email to craposo@antiochca.gov. Substantive replies will be memorialized in written addenda to be made part of this RFP. All addenda will be posted on the [City of Antioch Website](#). This RFP will only be governed by information provided through written addenda. With the exception of City contracting inquiries, no questions or requests for interpretation will be accepted after 1/26/2022.

8.3 Interpretation and Addenda/Change Notices

Any interpretation of, or change in, the RFP will be made by addendum and shall become a part of the RFP and of any Agreement awarded. Change Notices in the form of Addenda will be posted on the [City of Antioch Website](#).

The City will make reasonable efforts to post in a timely manner any modifications to the RFP on the [City of Antioch Website](#). Notwithstanding this provision, the Proposer shall be responsible for ensuring that its proposal reflects any and all addenda posted by the City prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the Proposer check the City website before submitting its proposal to determine if the Proposer has read all posted addenda. The City will not be responsible for any other explanation or interpretation.

8.4 Objections to RFP Terms

Should a prospective Proposer object on any ground to any provision or legal requirement set forth in the RFP (including all Appendices and all Addenda), including but not limited to Objections based on allegations that: (i) the RFP is unlawful in whole or in part; (ii) one or more of the requirements of the RFP is onerous, unfair or unclear; (iii) the structure of the RFP does not provide a correct or optimal process for the solicitation of the Services; (iv) the RFP contains

one or more ambiguity, conflict, discrepancy or other error; or (v) the RFP unnecessarily precludes alternative solutions to the Services or project at issue, the prospective Proposer must provide timely written notice of Objection as set forth below.

a) An Objection must be in writing and must be received by the City no later than 5:00 p.m. on the 10th working date prior to the deadline for proposal submittal (as that deadline may be adjusted by Addenda). If an Objection is mailed, the prospective Bidder bears the risk of non-delivery within the required time period. Objections should be transmitted by a means that will objectively establish the date of receipt by the City. Objections or notices of Objections delivered orally (e.g., by telephone) will not be considered.

b) Objections must be delivered to:

City of Antioch
Public Works Department
RE: Residential Service Line Protection Program
1201 W. 4th St
Antioch, CA 94509

c) The Objection shall state the basis for the Objection, refer to the specific requirement or portion of the RFP at issue, and shall describe the modification to the RFP sought by the prospective Proposer. The Objection shall also include the name, address, telephone number, and email address of the person representing the prospective Proposer.

d) The City, at its discretion, may make a determination regarding an Objection without requesting further documents or information from the prospective Proposer who submitted the Objection. Accordingly, the initial Objection must include all grounds of objection and all supporting documentation or evidence reasonably available to the prospective Proposer at the time the Objection is submitted. If the prospective Proposer later raises new grounds or evidence that were not included in the initial Objection, but which could have been raised at that time, then the City may not consider such new grounds or new evidence.

e) Upon receipt of a timely and proper Objection, the City will review the Objection and conduct an investigation as it deems appropriate. As part of its investigation, the City may consider information provided by sources other than prospective Proposer. At the completion of its investigation, the City will provide a written determination to the prospective Proposer who submitted the Objection. If required, the City may extend the proposal submittal deadline to allow sufficient time to review and investigate the Objection, and issue Addenda to incorporate any necessary changes to the RFP.

f) Objections not received within the time and manner specified will not be considered. A Proposer's failure to provide the City with a written Objection as specified above on or before the time specified above shall constitute a complete and irrevocable waiver of the ground(s) of objection and forfeit the Proposer's right to raise such ground(s) of objection later in the procurement process, in a Government Code Claim, or in other legal proceedings.

g) A Proposer may not rely on an Objection submitted by another Proposer, but must timely pursue its own Objection.

8.5 Term of Proposal

By submitting a proposal for consideration, the Proposer agrees that: (1) the proposed services and prices constitute an offer that is irrevocable for 120 calendar days from the proposal due date, and that the City may accept the offer at any time after submission through the end of the 120th calendar day following the deadline for submission of proposals; and (2) the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

8.6 Revision of Proposal

Notwithstanding the forgoing, a Proposer may withdraw or revise a proposal on the Proposer's own initiative at any time before the deadline for submission of proposals. The Proposer must submit the revised proposal in the same manner as the original proposal. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal or the commencement of a revision process extend the proposal due date for any Proposer.

A Proposer may withdraw his/her offer by submitting a written request for its withdrawal to the City, signed by a representative of the Proposer in accordance with the signature requirements stated above, prior to the date and time specified as the deadline for submission of proposals. The Proposer may, therefore, submit a new proposal prior to the proposal submission time.

At any time during the proposal evaluation process, the City may require a Proposer to provide oral or written clarification of its proposal. The City reserves the right to make an award without receiving or accepting any clarifications of proposals received.

8.7 Errors and Omissions in Proposal

Failure by the City to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the Proposer from full compliance with the specifications of the RFP or any Agreement awarded pursuant to the RFP.

8.8 Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a Proposer in either responding to this RFP, participating in oral presentations, or negotiating an Agreement with the City. The proposals in response to the RFP will become the property of the City and may be used by the City in any way it deems appropriate.

8.9 Reservations of Rights by the City

The issuance of this RFP does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue an RFP;
4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no project will be pursued.

8.10 No Waiver

No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or take action on account of any failure by a Proposer to observe any provision of this RFP