



**REQUEST FOR PROPOSALS  
TO PROVIDE  
FATS, OILS, AND GREASE (FOG) PROGRAM MANAGEMENT  
SERVICES  
FOR THE CITY OF EL MONTE**

**CITY OF EL MONTE  
PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION  
JULY 2021**

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TO PROVIDE  
FATS, OILS, AND GREASE (FOG) PROGRAM MANAGEMENT SERVICES  
FOR THE CITY OF EL MONTE

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JULY 20, 2021

**IMPORTANT DATES**

RFP ISSUED	July 21, 2021
REQUEST FOR INFORMATION DEADLINE: 12:00 PM	July 28, 2021
RELEASE OF INFORMATION REQUESTED	July 29, 2021
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 4:30 PM	August 10, 2021
INTERVIEWS AND SELECTION	August 12, 2021
AWARD DATE	September 07, 2021
APPROXIMATE START DATE	September 21, 2021

**1.0 Background**

The City of El Monte maintains over 125 miles of sanitary sewers and eight pump stations. Most of the sewer lines were designed and installed more than 50 years ago and are made of vitrified clay and range in diameter from 6 to 12 inches. Wastewater is collected in these pipelines and flows by gravity to trunk mains owned by the Los Angeles County Sanitation District (LACSD). LACSD is responsible for conveying the wastewater from the local collection system to its treatment and disposal facilities.

The City utilizes Cues CCTV technology for the inspection of its pipelines. The CCTV inspections are performed subsequent to pipe cleaning and debris removal and of all new and rehabilitated pipelines to identify potential defects, determine the effectiveness of the cleaning efforts, and ensure contractor compliance with City design and construction standards. The City's CCTV truck is equipped with GraniteNet software developed by Cues. Using the GraniteNet software, permanent records of the inspections are made by capturing still images of the information on the TV screen and recording the information onto DVDs. Generally, condition assessment of the sewer pipelines is performed in the field during the CCTV inspection process by the City field crews performing the inspections. Defects detected are recorded on DVDs to record the defect(s) and potential problem(s) requiring repair and to identify the necessary repair method. Permanent records of the detected defects are produced by capturing images of the information on the TV screen and recording the images on the local drive that is maintained at the Public Works Yard.

The City's Master Plan was complete December 2018. It included CCTV inspection of 50% of the City's sewers, a hydrologic model of the sewer system, and a 10 year Capital Improvement Program (CIP) including a preliminary construction schedule.

The City maintains a Sewer System Management Plan (SSMP), updated in 2017. The goal of the City's SSMP is to ensure safe, effective, and efficient operation of the City's wastewater collection and conveyance system by:

- Properly managing, operating, and maintaining of all parts of the City's wastewater collection system;
- Minimizing the frequency of and the potential for SSOs;
- Having an effective Fats, Oil, and Grease Control (FOG) Program;
- Having response measures in place that take all feasible steps to mitigate the impacts of SSOs to public health and the environment when they occur;
- Ensuring the City's sewer system operators, employees, contractors, responders, or other agents are adequately trained and equipped to address an SSO event;
- Ensuring all SSOs, system deficiencies, mitigation measures, and corrective actions are well documented;
- Having reporting procedures in place to notify the appropriate regulatory and health authorities of SSOs within the required time frames;
- Ensuring the City's sewer system is adequately designed, constructed, and funded to provide adequate capacity to convey peak flows;
- Having an up to date long-range improvement plan;
- Complying with all regulatory requirements;
- Protecting the public's health and safety;
- Having effective public information and education efforts.

The City has contracted the program management for Fats, Oils, and Grease (FOG) program, and the City is soliciting proposals from qualified and experienced firms to provide comprehensive FOG program management support services and assist the City with compliance efforts related to the State Water Resources Control Board Order No. 2006-0003-DWQ (Permit). The City seeks qualified firms to assist with the compliance efforts under the permit and in accordance with the terms and conditions prescribed in this Request for Proposals (RFP). The anticipated scope of services follows.

## **2.0 Scope of Services**

Prospective proposers should have significant experience and familiarity in working with FOG program management under the requirements of the State Water Resources Control Board Order No. 2006-0003-DWQ.

In addition to specific tasks identified in this RFP, it is the intent of the City that the selected firm will provide additional compliance related support, as needed, based on an approved schedule of hourly rates or prior negotiated lump sum. The City requests services for the one-year period and the option for two (2) one-year renewal periods. The first year will be prorated based on start-date and contract period for subsequent years will be based on the City's fiscal year start and end dates.

The Scope of Work, as may be modified through negotiation and/or by written addendum issued by the City, will be made a part of the Agreement. The selected firm will be expected to furnish all personnel to provide the following services:

**A. Administration**

The proposer shall assign a program manager that will be the main point of contact with City staff. The program manager must be available to:

1. On a quarterly basis, Keep City staff informed of the various State and Regional Permit mandates, regulations and initiatives related to FOG. Provide a written report to City staff on the discussion topics, critical dates, action items and recommendations.
2. On an annual basis, review the City's FOG procedures and recommend process improvements.
3. Meet with City staff twice within the annual contract period to review the current list of FSE's, any new FSEs, accounts paid, and unpaid (can be combined with quarterly meetings).
4. Conduct a program review and develop recommendations that can be used to help determine annual and long-term effectiveness of the FOG program, including:
  - a. Review of the City's process for disposal of FOG and provide recommended changes.
  - b. Review of FSE's disposal options for FOG and provide information during annual inspections to FSE's and the City.
  - c. Review the City's grease removal devices (trap/interceptor) requirements for FSE's and provide recommended changes.
  - d. FSE's compliance status with city and program requirements.
5. Meet quarterly or as required with City staff to review progress in performing required tasks involved with Permit compliance.
6. Establish a schedule for program activities.

**B. Public Education on FOG**

1. As required by the Permit, Provide FOG information to food service establishments enrolled in the FOG program.
2. The information shall be available for FSE's in English, Mandarin, and Spanish, and provided as appropriate.

### **C. Compliance Inspections and Enforcement**

1. Conduct inspections as required by the permit, State Water Resources Control Board Order No. 2006-0003-DWQ, Amended Monitoring and Reporting Program WQ 2013-0058-Exec for enrolled in the program.
2. Currently, the City has over 200 enrolled food service establishments. The proposer should allow for 15% increase in FSEs each year.
3. The City maintains a geographical Information systems (GIS) which coordinates the noted interceptors/traps in the City's GIS for interceptors/traps with enrollment status in FOG program, contact information, and other relevant information to the City on the FSE. Contractor will need to be knowledgeable of GIS requirements and provide updated GIS information for new/modified FSEs.

### **D. Permit and Plan Review**

1. Review new or remodeled FSE establishment plans/drawings for compliance with the City's FOG grease trap/interceptor requirements.
2. Pick up documents from City and provide review within two weeks.

### **E. Administer Fees**

1. Review program fees and make recommendations to the City for changes.
2. Administer the fee program.

## **3.0 Proposal Format**

All proposals shall include the following information and comply with the associated page limit restrictions and one limited to 20 pages or less. Note that one (1) page includes the one printed side of an 8.5"x11" sheet of paper and the cover does not constitute a page.

- 1) Cover Letter.** A cover letter signed by an officer of the firm, binding the proposer to all of the commitments made in the submittal. The letter shall include name, address and phone number of the person authorized to represent the proposer and shall include the following Statement:
  - a. I HAVE READ, UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL AND ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS/AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED.
- 2) Proposer's Background.** Background on the proposer, and sub-consultants, including area(s) of professional expertise relevant to this RFP. For sub-

consultant to be used by the proposer, specific task(s) or functions of the sub-consultant should be highlighted.

- 3) Qualifications and Experience of Proposer's Personnel.** Summary of the relevant experience, work history, training, education and special certifications of the proposer's personnel who will be performing the professional services contemplated under this RFP on the proposer's behalf. Briefly discuss the Consultant team's qualifications and experience with program management of a similar magnitude and nature. Proposers shall provide identical information for all sub-consultants' performing any of the tasks or services contemplated under this RFP on the proposer's behalf. The summary shall also include the office location of key personnel proposed to work on this contract. Relevant experience can include your company's overall experience, experience with similar programs and the experience of individuals on your proposed team. Show how your experience relates to the demands of this project.
- 4) Project Approach.** Summary of the proposed approach to complying with the Permit. The proposer shall explain the way in which the proposer will complete all of the tasks called for under the RFP along with an estimate of the time it will take to complete each task. Include a brief overview of the Consultant's understanding of the program. The content will reflect the particular viewpoint of the Consultant.
- 5) Proposed Personnel.** Resumes for the project manager and each of the other key personnel, including sub-consultants, which will be performing the majority of the work on this contract. Resumes for corporate leadership should not be included unless said individuals will be performing substantial work on this program. The designated Program Manager shall be the primary contact with the City during the contract period and shall function in that capacity while employed by the firm. In addition, the City must approve changes of personnel.
- 6) Quality Assurance/Quality Control Procedures.** Brief description of the consultant's approach to implementing a Program-specific Quality Control approach. The Proposer shall describe the firm's policies and procedures for assuring high quality work, , effective and professional communication with FSEs and monitoring of any proposed sub-contracts. Identify the QA/QC manager and his qualifications.
- 7) References.** Each proposal must include at least three public agency references in California going back not more than five (5) years from the issuance of this RFP in which the proposer was engaged to perform tasks similar to those requested under this RFP. References should place an emphasis on past programs in which the personnel to be used by proposer for this project were deployed. The references should include the name, title and contact information of the public agency officer or employee responsible for overseeing the proposer's work with contact information.

**8) Schedule and Schedule Control.** Provide schedule detailing when the specific Tasks will be completed. Proposers should factor in additional time that may be required due to reasonably foreseeable types of delays. The proposal shall identify all critical task sequencing and critical paths required to ensure that the work is timely and complete. The Consultant shall submit a detailed project schedule outlining the tasks, activities, deliverables, milestone and duration required for the completion and submission of each of the deliverables as required by the Permit.

**9) Fee Schedule/Cost Proposal.** A detailed all-inclusive cost proposal for performing specific Tasks identified in the RFP and a schedule of rates for each proposed personnel that may be tasked to complete the Project. The Task-specific cost estimate shall include an estimate of the number of hours per staff member by proposed task and clearly identify an hourly rate schedule for the proposed staff. The proposal shall indicate the compensation structure for performing specific services identified in all Tasks (e.g. flat lump sum or hourly rate structure) for each Task. The proposal shall also include costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses). To the extent that a proposal contemplates the use of sub-consultants to perform any one or more of the above described tasks on the proposer's behalf, the proposal shall include a List of Sub-consultants identifying all sub-consultants and state the fee for each sub-consultant in the Fee Schedule under the appropriate Task under which the service will be provided. In so far as the proposer's proposal contemplates an increase in compensation rates or charges prior to the completion of all Tasks, and during the term of the portion of the PSA or any extension term, the proposal shall clearly indicate when such increases will take effect and by how much.

a. The Fee Schedule/Cost Proposal shall be uploaded in a separate file to planetbids. Named Attachment 2 – FOG Fee Schedule-Cost Proposal.

The City reserves the right to delete specific task(s).

#### **4.0 Evaluation Criteria**

Each proposal shall be evaluated on the basis of the proposer's expertise, experience and training and the expertise of its key personnel along with prior contracting history, approach to the program, cost, proposed schedule and compliance with the RFP requirements including the terms of the attached PSA. Each such factor shall be weighted by the City as follows:

**1) Expertise, Experience & Training Plus Prior Contracting History (30%)** – The expertise, experience and training of the proposer and its key personnel and previous experience with similar work in similar fields and qualifications and depth of the staff that will perform the work on this project. This factor



includes evaluation of the proposer's prior contracting history, including the review of the proposer's certifications relating to false claims, debarment and civil litigation.

- 2) Project Approach (30%) – The proposer's responsiveness in developing a comprehensive plan while meeting regulatory requirements and the City's needs.
- 3) Cost (15%) – The proposed compensation structure (inclusive of hourly rates of compensation, pass through costs and subconsultant costs) for the performance of all Tasks, inclusive of its proposed not-to-exceed sum. The proposer's proposed strategy for containing costs incurred by City while still meeting the objectives and standards set forth under the RFP.
- 4) Schedule (15%) – Proposal for completing the project tasks in an orderly and realistic manner, inclusive of the proposer's ability to identify critical paths for the timely and competent completion of all work contemplated under the RFP.
- 5) Compliance with RFP (10%) – The ability of the proposer to comply with all instructions set forth under this RFP as well as the proposer's ability to agree to all of the terms and conditions of the attached PSA without modification, particularly as relates to indemnification, insurance requirements and standards of care.

## **5.0 Selection Process**

A selection committee, comprised of City staff will review the proposals. Proposals will be ranked on qualifications and the selection committee may choose to interview several of the top ranked proposers. However, at its sole discretion the selection committee may dispense with interviews and select a proposer to perform the work.

## **6.0 Proposal Requirements**

The Consultant's proposal must be comprehensive, concise and to the point. Current company brochures and resumes of key personnel should be included as well as examples of previous work. However, a proposal is a voluntary response on the part of a Consultant, and this RFP does not commit the City to pay any costs incurred in its preparation. The City reserves the right to accept or reject optional elements of this proposal, or the proposal in part, or its entirety.

This RFP is a solicitation for proposals only, and is neither intended, nor to be construed as an offer to enter into an agreement or engage in any formal rule competitive bidding or negotiation pursuant to any statute, ordinance or regulation.

All data, documents, and other products used or developed during the project will become the property of the City, even in the situation where the project is cancelled.

The deadline to submit a proposal is August 10, 2021 at 4:30 p.m. Proposals received after the deadline will not be considered. Proposer is required to submit an "ebid" through PlanetBids online platform. See link below:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=43375>

A copy of the Request for Proposal (RFP) and subsequent addenda to the RFP are available on the PlanetBids online platform on the link listed above.

It is the proposer's responsibility to ensure that the most complete and current version of the solicitation, including addenda, has been downloaded. Submission of a proposal shall constitute acknowledgement and acceptance of all terms and conditions contained in this RFP and all exhibits and attachments hereto.

Proposers shall be bound to the terms of their proposal following the Submission Deadline, however, the City, in its sole and absolute discretion, reserves the right to accept post deadline modifications if it is determined that such modifications are in the best interests of the City. The City also reserves the right to waive minor non-substantive informalities or allow the proposer to correct them.

- a) Proposers shall be solely and exclusively responsible for all costs incurred in connection with the preparation and submission of the proposals; demonstrations; interviews; preparation of responses to questions and requests for additional information; for contract discussions; or for anything in any way related to this RFP. The City is not liable for any costs incurred by a proposer in response to this RFP. Whether or not a proposer is awarded a contract pursuant to this RFP, no proposer shall be entitled to reimbursement for any costs or expenses associated with the proposer's participation in this RFP process.
- b) Late proposals will not be considered.
- c) The City reserves the right to reject any and all proposals received as a result of this RFP. The City's potential award of a contract will not be based on any single factor nor will it be based on the lowest cost proposal. If a contract is awarded, it will be awarded to the proposer who in the judgment of the City has presented an optimal balance of relevant experience, technical expertise, quality of service, work history and other factors which the City may consider relevant and important in determining which proposal is best for the City.
- d) The City reserves the right to cancel or modify this RFP. There is no guarantee that the City will award a contract.
- e) The City reserves the right to investigate the qualifications of any proposer under consideration including proposed subcontractors and parties otherwise related to the proposer and require confirmation of information furnished by a proposer, or

require additional evidence of experience and qualifications to provide the services or otherwise discharge the obligations required by this RFP.

- f) Following the Submission Deadline, the City, pursuant to the California Public Records Act (Govt. Code Section 6250 et seq.) reserves the right to make copies of all submitted proposals available for inspection and copying by any interested member of the public, except to the limited extent the City determines that any information contained in a proposal is legally privileged under the California Public Records Act. By submission of a proposal, proposers acknowledge and agree that their proposal and any information contained therein may be disclosed by the City to interested members of the public, including other proposers.
- g) The City reserves the right to approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members.
- h) The City reserves the right to evaluate responses in terms of the best interests of the City, applying criteria provided in this RFP and any other criteria the City, in its sole discretion, deems pertinent.
- i) By the submission of a proposal, each proposer accepts and agrees to execute a written Professional Services Agreement (PSA) in the form attached hereto as Exhibit 1. By submission of a proposal, each proposer agrees to execute a PSA with the City in the form attached hereto as Exhibit 1, inclusive of all stated terms and conditions relating to indemnification, required insurance and standard of care requirements. If a proposer is unable to agree to any of the terms or conditions of the PSA in the form attached hereto, the proposer must identify the provision(s) in question and provide an explanation as to why the proposer cannot comply with such provisions. If a proposer's objection to a certain provision of the PSA is merely a question of added cost, the proposer shall indicate in the proposal the difference in cost associated with complying with the provision(s) versus the cost associated with the City's waiver or modification of the provision(s). The City shall be under no obligation to make modifications to the PSA after a contract has been awarded and proposers shall be deemed to have incorporated all costs associated with compliance with the PSA into their proposal. A proposer's inability to comply with one or more provisions of the PSA shall be a factor that will be considered by the City in determining which proposal will serve the best interest of the City when all other factors are taken into account.
- j) All proposals must remain valid for a minimum period of ninety (90) calendar days after the Submission Deadline. Responses may not be modified or withdrawn by the proposer during this period of time except in accordance with this RFP and with written permission granted by the City.
- k) All questions or requests for clarification shall be submitted via email to George Cambero at [gcambero@elmonteca.gov](mailto:gcambero@elmonteca.gov) by the REQUEST FOR INFORMATION DEADLINE. All questions received by this deadline will be addressed and posted

on the City's PlanetBids portal by the RELEASE OF INFORMATION REQUESTED DATE.

- l) If it becomes necessary to revise any part of this RFP, written addenda will be posted on the City's PlanetBids portal. It shall be the sole responsibility of the proposer to check for any addenda to the RFP that may be issued by the City.
  - m) It is presumed that each proposer has read and is thoroughly familiar with the scope of services to be performed under this RFP.
  - n) The proposer agrees that, if a contract is awarded to a proposer, the proposer shall make no claim against the City or any of the funding agencies because of any estimate or statement made by any employees, agents, or consultants of the City which may prove to be erroneous in any respect.
  - o) Proposers may withdraw their proposal prior to the Submission Deadline.
- Fee Schedule/Cost Proposal.

Provide a detailed cost estimate as described in Section 3:9a.

## **7. Insurance Requirements**

The selected consultant shall provide the following at the time of contract execution.

Insurance coverage must include naming the City of El Monte as additional insured (Form CG2010 or Equivalent), policy number, expiration date, and amounts (limits). GENERAL LIABILITY CARRIER MUST HAVE A S CURRENT A.M. BEST RATING OF "A VI" OR HIGHER. WORKERS' COMPENSATION CARRIER MUST HAVE A CURRENT A.M. BEST RATING OF "A-VII" OR HIGHER. CARRIERS MUST BE ADMITTED IN CALIFORNIA. MINIMUM ACCEPTABLE LIMITS: GENERAL LIABILITY; GENERAL AGGREGATE \$2,000,000 AND PRODUCTS-COMP/OP AGG \$2,000,000. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY: E.L. EACH ACCIDENT \$1,000,000 AND E.L. DISEASE-EA EMPLOYEE \$1,000,000 AND E.L. DISEASE – POLICY LIMIT \$1,000,000. Sample is available upon request

- END OF DOCUMENT –

PLEASE SEE PLANETBIDS FOR SUPPORTING DOCUMENTATION