

AGENDA

Tomales Village Community Services District (TVCS D)

(707) 878-2767

Board of Directors Meeting

WEDNESDAY May 28, 2014

Tomales Town Hall

7:00 PM

Mission Statement

Enhance quality of life, with commitment to the health of the community, by providing dependable wastewater collection, treatment and reuse in an environmentally friendly manner; maintaining safe and reliable recreational park facilities while providing a welcoming forum for active community participation and input.

1. Call to Order

2. Budget

- A. Review and Adopt Proposed Preliminary Budget for FY '14-'15**
- B. Review and Adopt Resolution 14-01 keeping rates the same**
- C. Review and Adopt Resolution 14-02 keeping ad-valorem tax rate the same and authorizing the County to collect the rates and tax on the County tax bill**

3. Committee Reports

(This is the time for the Committee Chairs to give an update on their committee and make recommendations to the Board for approval.)

- A. Newsletter Committee**
 - 1. Report on status
- B. Park Committee**
 - 1. Review May Park Committee meeting
 - 2. Entrance Gate Design Update
 - 3. Gazebo Design and Specifications
 - 4. Park Rental Agreement
- C. Finance and Budget Committee**
 - 1. Review May FAC Meeting Minutes
- D. Ad-Hoc Computer Upgrade Committee**
 - 1. Report on Status

4. Pending Business

(This is the time the Board addresses all business not yet concluded.)

- A. RFP for Contract Positions**
 - 1. Performance Review
 - 2. Review and vote on RFP Timeline
 - a. Request Peer Review
 - i. CSDA, CRWA, BHI, RCAC
 - b. Request County Counsel Review
 - 3. Review Approved RFPs as corrected
 - 4. Review RFP Letter

5. Develop a list of possible bidders
6. Develop a list of possible posting sites
 - a. CRWA, CWEA, Brown and Caldwell, CSDA
- B. Board Member Orientation and Training**
 1. Report on Status
- C. Regional Water Quality Control Board WDR for 2014**
 1. Report on Status
5. **New Business**

(This is the time the Board addresses all new business not yet introduced.)

 - A. **No new business**
6. **Open Communication (The Brown Act prohibits the Board from discussing or acting on any item not on the agenda.)**

(Open time is the time for community members to bring up items they wish to discuss and items that do not appear on the agenda)
7. **Correspondence** *(This is for review only. No action is needed.)*

**TOMALES VILLAGE COMMUNITY SERVICES
DISTRICT**

PRELIMINARY

**INCOME AND EXPENSE BUDGET
Fiscal Year 2014-2015**

Submitted

4-9-14

5-14-14

5-28-14

TOMALES VILLAGE COMMUNITY SERVICES DISTRICT

P.O. Box 303 Tomales, CA 94971 707/878-2767 Fax 707/575-4306

DATE: May 28, 2014

TO: Board of Directors, TVCSD
Financial Advisory Committee

FROM: Karl Drexel, Administrator

SUBJECT: Proposed TVCSD Budget for Fiscal Year 2014-15

I reviewed the Operating Income and Expense reports of previous years, along with previous budgets to develop this fiscal year's budget. Although there has been talk about splitting up the Administrative duties with local part-time people and possibly changing the Operation and Maintenance contract, the Board has not taken action on these items so it is unknown if in fact those expenses will change. This budget does not anticipate any change other than regular inflation. Also, even though the Rural Community Assistance Corporation has undertaken a Financial Analysis of the District, that study has been put on hold at the request of the Financial Advisory Committee. The last rate increase the District instituted was in 2009 approved by the community for \$5/mo to be restricted for the debt servicing account for the solar project. That income is restricted to paying down the debt on the solar and cannot be used for operations and maintenance. The last previous rate increase for operations was a \$7/month increase in 2006. Although the last several District auditors, and the preliminary findings of the RCAC, have recommended additional rate increases, this budget does not propose a rate increase. However, with the State Controller's accounting and State Water Resources Control Board regulations, which determines profitability of operations only using Operating Income (service charges) and Operating Expenses, the District is still unable to cover its operating costs with service charges alone when the non-cash depreciation expense is included. Therefore, this budget does not include depreciation, but uses a portion of the Net Income at the end of each year to fund various Reserve Accounts. Future years will still require additional rate increases to cover depreciation and increased costs due to inflation, as well as developing a replacement account for Capital Improvements; but this proposed budget does not address those issues. The Board is advised to complete the rate study being developed and provided free of charge by the RCAC, to determine the amount the District should be charging for service fees and building reserves over the next five to ten years. When the District was formed in 1999, the sewer rates were among the highest in the State. However, Tomales is competitive statewide with populations under 1,000 providing secondary treatment, and continues to remain in the lower half of the local sewer system rate structure. Rates for the community do not increase with this budget and the operating service fees for the District's major partner, the Shoreline Unified School District, actually go down 6%.

Cost of living increases of sewer service fees on an annual basis need to be considered in the future in order to meet the State requirements of meeting operating costs, however that should be determined by a qualified third party consultant.

The following descriptions indicate the changes in expenses and revenues for the upcoming fiscal year:

PARK DIVISION

Following the District's auditor's suggestions, the Park budget and balance sheet has been separated from the combined District budgets of the past. The Park budget will follow in its own format in the near future.

SEWER DIVISION

RESTRICTED FUNDS

OPERATING INCOME

Sewer Service Fees

The rate increase in 2009 of \$5/EU per month was designated for the repayment of the Bond issue for the Solar Project. This fee is restricted for that use and is separate from other operating income. This account, in addition to the solar rebate projected for this year, will cover the Bond payment in December of 2014. Over the next three years, the solar rebate will be enough to fund a reserve fund for payments in the first year or two after the rebate is over. This budget does not include any additional rate increases of restricted funds this year.

CSI Solar Rebate

As mentioned earlier, the California Solar Initiative rebate will help offset the repayment of the Bond issue. The Solar System generates enough energy to not only reduce the monthly PGE costs, but with the CSI program, we receive rebates from PGE based on these costs. With the CSI and the approved rate increase in 2009, the costs of the solar project are covered with a portion going to future payments.

NON-OPERATING INCOME

Transfer In

As has been discussed in previous Board meetings, the equipment and software from the plant upgrades are getting old and we have been advised to replace some things and have discussed upgrading other things. Any emergency repairs or replacement to equipment would be transferred from Reserves; however, without a board approved CIP, no Transfers from Reserves are projected in this budget. Any new equipment, software, consultations or Capital Expenditures not budgeted for will have to be discussed for Reserve funds.

EXPENSES

Solar Lease Agreement

The Solar System was purchased with the sale of Clean Renewable Energy Bonds and the Bond agreement sets up the sale as a lease until the bonds are paid off. This lease payment and Admin Fee amounts to \$18,691.18 each year. The Bond sale will be paid back in another 12 years. The cash from the CSI and the 2009 rate increase more than cover the cash outlay. This is the only budgeted expense in Restricted Funds.

SEWER DIVISION

UNRESTRICTED FUNDS

OPERATING INCOME

Sewer Service Fees

The current rate for sewer service is \$63 per month per equivalent unit, or \$756 per year. However, as mentioned earlier, \$5/month per EU is projected to help offset the initial annual costs of the solar system, and is set aside in a separate account to be used for paying down the CREBS bond. This portion of the sewer fee is not part of operating income and has no influence on the operating expenses. Service Fees from SUSD amount to about 1/3 of the operating costs for the year, based on the current budget. Additionally, SUSD is responsible for their portion of District loans and the pay back of a loan to them during the initial construction. This year's budget reflects a decrease in the sewer service charges for the SUSD by approximately 6%; however, due to the auditor's and State Controller's insistence that the District report depreciation, that expense is usually adjusted for at year end with a JE. This year the auditor instituted a monthly expense for depreciation, but again this budget does not include that. Since depreciation has been a year end adjustment in the past, the SUSD has not been billed for their share of the depreciation expense. Since it is not reasonable to go back and collect these expenses, we will address it going forward starting with this fiscal year. Even though the SUSD overall expenses will increase over the last two years, it is still 5% less than the average over the last 7 years. It is still anticipated that additional hookups and new customers in future years will help close the operating deficit after depreciation expenses are considered, but future rate increases will still be required. Future depreciation expense and capital project revenues will need to be addressed in subsequent budgets; however, a rate increase is not recommended for this budget.

SUSD Sinking Fund

This Budget item is the SUSD's debt service requirement for their portion of the State Revolving Fund loan.

Connection Fees

There have not been any hook-up fees for the last few years even though they had been anticipated and budgeted for in the past. However, given the time involved for annexation and development, it is not anticipated that any of the Kitts' properties or the bank owned properties on Second St. will be ready this fiscal year, and therefore no connection fees or annexation fees are being budgeted for this year.

Levy 4

The Levy 4 Unitary Tax from the County was reduced from its historic levels a few years ago and it was unknown what it would be. We budgeted \$8,000 the first year and the actual came in at about \$10,000. Although the amount varies from year to year there is no indication that the amount will change noticeably this year, so the Levy 4 budget item is projected conservatively at \$9,388.

NON OPERATING INCOME

Interest Income

The District's cash position has improved over the years, with the replenishment of the Reserve Funds and Net Income. Interest is a factor of the economy and varies from year to year based on the current interest rates, the amount of cash balances and continual research on various bank offers. One large interest item is the interest on a loan the SUSD is paying the District back. This amounts to approximately \$1,300 this year.

Transfer In

Several years ago the Board approved loans to the Park from the sewer division for the completion of the Park project, over and above what was repaid by grants. The Board approved loans up to \$20,000 and with the completion of the Park project those loans are in the process of being paid back. The Park has an outstanding balance at the time of this Draft Budget of \$9,211. There is no repayment budgeted for this year, so the balance will remain at \$9,211 going into the Fiscal 2014-2015. This Budget does not address a repayment, which will have to be a Board decision. A Transfer In, however, is not actually income, but it does increase the on-hand cash position.

EXPENSES

Collection, Treatment and Disposal

With the installation of the Solar system, the PGE rates that would have been, are reduced to minimal levels. However, there are other ongoing expenses in the collection, treatment and disposal of the community's wastewater. This Budget reflects the reduced monthly PGE costs as well as the quarterly expense of cleaning the FOG separator.

Administrator

The Administrator's contract is tied to the Consumer Price Index (CPI) The CPI increase was waived in 2009 and 2011. This year's COLI is not budgeted at this time. In past years, a portion of the Administrator's fees have been reimbursed by grant contracts under the category of construction management, and therefore do not show up as expenses on the District's financials since they are not paid out of operating income. However, this fiscal year does not project any new grants that will offset some of the Administrator's time so the budget reflects the full amount of the Administrator's fees for the year.

Licenses and Permits

Permit expenses will be roughly the same as in the past. Permits are for the District's Waste Discharge Requirement (WDR) permit and the County Hazardous Material Handling permit for the liquid chlorine at the Irrigation Field.

Insurance

The District's insurance carrier has voted to keep rates the same as last year for Property and Liability; however they raised the Worker's Comp rate 10% across the board. The Health Insurance stipend for the Administrator was reduced by \$2400 (or 33%) per year last year to more accurately reflect the cost of the Administrator's current health insurance expense. That remains the same this year.

Other Office Expense

Copying, postage, office supplies, equipment and other office expenses (dues and subscriptions and publications) have been budgeted approximately the same as was actually spent this year.

Last year's Budget included a line item for minimal meeting stipends for Board members. Since the Board has not acted on that issue, this Budget does not include a stipend expense.

Last year's Budget also included a line item for the part-time services of a qualified bookkeeper. Since that issue was never acted on, this budget does not include a part-time bookkeeper.

Contractual Services

Phillips & Associates' Operation and Maintenance contract is also tied to the CPI. Phillips waived their CPI increase in 2010, but took it in 2011 thru 2014. This budget reflects a 3.0% increase which will be determined after the September Invoice. The actual COLI for the Contract Operators will be determined by the October CPI and the budget will be adjusted accordingly.

Professional Fees

Budgeted Professional Fees reflect the actual costs for this year, with a little more for Legal Fees anticipating legal consultations. Last year's Budget included a line item for an efficiency study and a rate study. Since the RCAC has been contracted with to perform a Rate Study for free; and proposed changes to the District Administration make an efficiency study unnecessary, these items are not addressed in this budget.

Publications and Notices

The Newsletter and other publications and Notices have been reduced from previous budget levels to more accurately reflect the actual costs of these items.

Dues and Subscriptions

This budget item is slightly higher than previous budgets to better reflect the actual costs. Some of the more important costs in this field are annual memberships in important organizations such as CSDA, CRWA, CWEA, and USA North. This also includes the annual costs for several software subscriptions.

Repairs and Maintenance

This year's Budget for Repairs and Maintenance represents a reduction over this year's actual expense. No major repairs are anticipated, and the main maintenance item is the continued maintenance of the Irrigation Field vegetation and a cushion for equipment repairs. The irrigation field gorse project is ongoing and includes spraying the new shoots and mowing in the spring, and some cushion for computer and office equipment repairs. Any other unexpected large repair costs will have to be designated from Operational or Capital Reserves.

Transportation/Meetings

Transportation, Meetings and Seminars is budgeted more than this year's actual costs, because it has been discussed that the District Board would like to pursue additional training and education through CSDA, CWEA and CRWA seminars. Although the Administrator has attended several workshops and webinars at his own expense, this year's budget includes courses and workshops that could be attended by Board members.

Amortization & Depreciation

This year's budget includes an expense line for the continued amortization of the District's cost for the Bond sale. This budget, however, does not include an expense for the non-cash depreciation of Sewer equipment. This is usually addressed during the annual audit and a Journal entry is made to adjust the General Journal.

OTHER OPERATING EXPENSES

The District's LAFCO costs are a factor of the LAFCO budget, so it also varies from year to year. I have budgeted the same amount as last year, or \$104.

Long Term Debt

The State Revolving Loan was the District's portion of the Sewer Improvement Project undertaken over the last ten years. For this year's Budget purposes, the Interest Payment is shown as an expense under Unrestricted Funds and the Principal Payment is treated as a Balance Sheet transaction per the Auditor's accounting methods.

Park Loan Repayment

<u>Date</u>	<u>Amount</u>	<u>Balance</u>	
7/30/2004	4,500	4,500	
8/8/2007	7,000	11,500	
9/14/2007	16,000	27,500	
11/3/2007	7,000	34,500	
12/29/2007	(35,000)	(500)	Repay from Grants
5/27/2008	6,000	5,500	
6/1/2008	7,000	12,500	
6/26/2007	20,000	32,500	
6/28/2008	7,000	39,500	
7/11/2008	15,000	54,500	
9/9/2008	6,000	60,500	
9/29/2008	10,000	70,500	
11/3/2008	(35,000)	35,500	Repay from Grants
5/2/2009	10,000	45,500	
6/30/2009	(22,950)	22,550	Repay from Park Reserve
7/10/2009	7,000	29,550	
7/17/2009	10,000	39,550	
8/23/2010	1,100	40,650	
9/11/2010	6,000	46,650	
4/23/2011	(5,000)	41,650	Repay from Park Account
6/17/2011	(18,800)	22,850	Repay from Grants
6/21/2011	(8,639)	14,211	Repay from Grants
4/30/2012	(5,000)	9,211	Repay from Park Account

Recommendations

I recommend that the Board of Directors take the following actions:

- Review the attached Draft budget and provide questions, discussion and suggestions at the April 9, 2014 Board meeting.- Board Tabled
- Review changes from the Financial Advisory Committee at the May 14, 2014 Board meeting with any additions and corrections. Board Tabled
- Review and Adopt Preliminary Budget at May 28, 2014 with a first vote
- Review and Adopt Final Budget at the June 11, 2014 Board meeting with a second vote.
- Adopt Resolution 14-01 continuing the existing rate at the May 28, 2014 Board meeting.
- Adopt Resolution 14-02 to keep the standard hook-up fees at \$10,000 and keep the Ad Valorum tax rate at \$0.02 per \$100 valuation at the May 28, 2014 Board meeting.

Respectfully submitted,



Karl W. Drexel, SDA
Administrator

**Tomales Village Community Services District
Profit & Loss Budget Overview
July 2014 through June 2015**

	TOTAL
	Jul '14 - Jun 15
Ordinary Income/Expense	
Income	
301.00 · Service Charges	
301.10 · Service Charges - Monthly	1,512.00
301.15 · Service Charges - Annual Fees	756.00
301.20 · Service Charges - SUSD	
301.25 · Solar Portion	6,120.00
301.20 · Service Charges - SUSD - Other	62,798.00
Total 301.20 · Service Charges - SUSD	68,918.00
301.30 · Services Charges - County	
301.35 · Solar Portion	7,680.00
301.30 · Services Charges - County - Other	96,000.00
Total 301.30 · Services Charges - County	103,680.00
301.40 · Capital Component-Depr. SUSD	17,234.00
Total 301.00 · Service Charges	192,100.00
305.00 · SUSD Sinking Fund Revenue	6,241.00
311.00 · Interest Revenues	1,584.00
315.00 · Intergovernmental Revenues	
315.50 · Levy 4	9,388.23
Total 315.00 · Intergovernmental Revenues	9,388.23
316.00 · CSI Solar Rebate	14,400.00
Total Income	223,713.23
Gross Profit	223,713.23
Expense	
410.00 · Sewage Collection	385.80
411.00 · Sewage Treatment	1,732.95
412.00 · Sewage Disposal	313.60
414.00 · Administration and General	
414.05 · Administrator's Fees	81,048.00
414.22 · Licenses and Permits	1,300.00
414.30 · Insurance	
414.31 · Property & Liability Insurance	5,329.33
414.33 · Worker's Comp Insurance	704.00
414.35 · Health Insurance Allowance	4,800.00
Total 414.30 · Insurance	10,833.33
414.40 · Office Expense	
414.41 · Postage and Delivery	180.00
414.42 · Printing and Copies	180.00
414.43 · Office Supplies	300.00
414.44 · Sonic - Web Hosting	239.40
414.46 · Board Meeting Exp	1,068.00
Total 414.40 · Office Expense	1,967.40

Tomales Village Community Services District
Profit & Loss Budget Overview
July 2014 through June 2015

	TOTAL
	Jul '14 - Jun 15
414.50 · Contractual Services	63,734.00
414.55 · Professional Fees	
414.56 · Legal Fees	900.00
414.57 · Accounting	4,500.00
Total 414.55 · Professional Fees	5,400.00
414.60 · Publication and Notices	
414.61 · Newsletter Expense	210.00
414.60 · Publication and Notices - Other	300.00
Total 414.60 · Publication and Notices	510.00
414.62 · Dues and Subscriptions	1,470.00
414.65 · Rents and Leases	
414.68 · Solar Lease Agreement	17,941.18
414.67 · Solar Lease Admin Fee	750.00
Total 414.65 · Rents and Leases	18,691.18
414.70 · Repairs and Maintenance	
414.77 · Irrigation Field Maintenance	1,250.00
414.71 · Plant and Building Maintenance	250.00
414.72 · Computer Repairs	250.00
414.73 · Equipment Repairs	2,000.00
Total 414.70 · Repairs and Maintenance	3,750.00
414.80 · Travel and Meetings	
414.81 · Travel	720.00
414.83 · Meetings and Seminars	1,308.00
Total 414.80 · Travel and Meetings	2,028.00
414.90 · Telephone & Internet Service	1,116.60
Total 414.00 · Administration and General	191,848.51
417.00 · Other Operating Expenses	
417.30 · LAFCO Charges	104.00
Total 417.00 · Other Operating Expenses	104.00
420.00 · Interest Expense-Long-Term Debt	
420.20 · Interest Payment - SRF Loan	5,782.38
Total 420.00 · Interest Expense-Long-Term Debt	5,782.38
Total Expense	200,167.24
Net Ordinary Income	23,545.99
Net Income	23,545.99

TOMALES VILLAGE COMMUNITY SERVICES DISTRICT

RESOLUTION # 14-01

May 28, 2014

BE IT RESOLVED by the Board of Directors of the Tomales Village Community Services District that the TVCSD Sewer Regulation 108, "Rates and Charges" Section c. "Monthly Service Rates" adopted by the Board on July 9, 2000, and amended in June 2009 is hereby continued for another year and reads as follows:

c. **"Monthly Service Rates"**

Effective July 1, 2014 a sewer service rate of \$63.00 per equivalent unit per month shall be paid by the owner of the land served. In the case of new construction, said rate shall commence when the house lateral for said dwelling unit is connected to the District sewage facility. Upon written notice by the owner in the event a structure is demolished by fire or otherwise removed from the land, an appropriate adjustment shall be made taking into account the reduced use but excluding any adjustment for infiltration inflow. Charges collected during the period that no structure existed, due to destruction by fire or otherwise removed, shall be refunded. The refund period, however, shall not be greater than one year and shall be measured from the date that the District receives written notice from the owner."

CERTIFICATION

The following hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Board of Directors of the Tomales Village Community Services District at a regularly scheduled Board Meeting held on May 28, 2014.

Bill Bonini, President, TVCSD

Attested by:

Karl Drexel, Secretary, TVCSD

TOMALES VILLAGE COMMUNITY SERVICES DISTRICT

RESOLUTION # 14-02

May 28, 2014

WHEREAS, the Marin County Board of Supervisors, by Resolution # 98-161, formed the Tomales Village Community Services District for the purposes of, among other things, local control of the Tomales Wastewater System and Tomales Community Park, and

WHEREAS, the voters of Tomales elected a Levy 4 Assessment to supplement the Sewer Operations & Maintenance in 1976, based on the assessed value of property within the District, at a current rate of \$0.020/\$100, and

WHEREAS, the Tomales Village Community Services District's current sewer service rate is \$756/year, and current fee for new connection is \$10,000, and

WHEREAS, at their June 11, 2014 regular scheduled Board of Directors meeting, the Tomales Village Community Services District Board unanimously voted to maintain the current tax rate of \$0.020/\$100 assessed value; maintain the current sewer service charge to \$756/year per equivalent unit; and maintain the current connection fee of \$10,000 per new connection per equivalent unit, until changed by resolution.

THEREFORE, be it resolved that, the Tomales Village Community Services District Board of Directors authorizes the Administrator to submit to the Marin County Auditor's Office notice of the override tax rate and sewer rate to be collected on the County Property Tax Bill and directed to the District.

EXECUTED THIS 28TH DAY OF MAY, TWO THOUSAND AND FOURTEEN.

Bill Bonini, President, TVCSD

Attested by:

Karl Drexel, Secretary, TVCSD

Tomales Community Park

Statement of Purpose

This Park was created to provide a space for cultural, educational and community activities for persons and organizations in the community at large. It was created with the desire to engage only in activities that are charitable and educational, and to be equally available to all members of the community.

Rules and Regulations

These rules are established to insure the safety and enjoyment of all and can be amended as necessary should different circumstances arise. They cover regular individual usage as well as rentals by larger private parties.

1. The Park will be open from dawn to dusk.
2. No motorized vehicles are allowed on the grounds.
3. There will be no overnight use or open campfires.
4. All animals will be curbed.
5. No smoking is allowed in the play areas.
6. Your consideration of our parks' neighbors is appreciated. Please keep the volume of your music and other noise to a minimum.

Tomales Community Park Rental Agreement

Groups larger than 25 need to arrange for Tomales Park rental in advance.

A daily rental fee for the Tomales Park grounds will be \$50 for Tomales Village residents, \$200 for nonresidents. Local nonprofit groups have free rental, out of town nonprofit groups will pay \$200. Local for-profit groups will pay \$350 and all out-of-area for-profit groups including film crews will negotiate with the administrator for a fee schedule. Two bathrooms are available, additional facilities must be arranged by the Rental Party.

A security deposit of \$200 will be paid in advance and retained and deposited by the District until the grounds are returned to their previous condition. All garbage will be removed and any physical damage to structures or plants may be deducted from the security deposit.

All Rental Parties must provide a certificate of liability insurance in the amount of at least \$1,000,000 and name the TVCSD as additional insured. The Rental Party is responsible for the behavior of their guests.

All activities must end, including all music and external lighting, by dusk.

Rental Contract

Date: _____

Name of Organization: _____

Contact Name: _____ Phone: _____

Mailing Address: _____ City: _____ Zip: _____

Proposed date of use: _____, between hours from _____

Number of persons expected to be in attendance _____

Applicable Fee: **\$350.00**

Security Deposit: **\$200.00**

Total: **\$550.00**

Certificate of Insurance must be submitted at least 30 days prior to the event.

I, on behalf of the above group or organization, agree to comply with all the rules and regulations of the Tomales Community Park. I agree to be responsible for all the people in our group as well as restoring all facilities to their original condition after use.

Signature _____ Phone _____

Name _____

Remit To:

Tomales Village Community Services District
PO Box 303
Tomales, CA 94971
Ph (707) 878-2767
Fax (707) 575-4306
E-Mail admin@tomalescsd.ca.gov

Financial Advisory Committee Meeting Minutes

Tomales Village Community Services District

Monday, May 17, 2014

Present: Deborah Parrish (Chairperson), Sue Sims (TVCS D Board Member), Chick Petersen, Venta Leon, Donna Clavaud

Absent: Bruce Bramson (excused)

Visitors: Beth Koelker

The meeting was called to order at 6:35pm by Deborah Parrish. The meeting minutes were recorded by Donna Clavaud.

The agenda focused on a discussion and motion of Karl's proposed draft Annual Budget for 2014-15 and the development of a timeline for the Request for Proposal process. We also addressed the Bidder's Lists for all three positions based on the Board approved RFP's.

AGENDA

1. Administrator's Proposed Annual Draft Budget for 2014-15

After considerable group discussion, the FAC members voted unanimously to accept the proposed draft 2014-15 Annual Budget without changes while TVCS D launches the RFP process and will consider any amendments at a later date.

2. Timeline for Request for Proposal (RFP) Process

FAC recommends publishing the 3 RFP's at the same time and proceeding with the Administrator and Financial positions. The O & M position has a longer timeline. Please refer to the attached RFP Timeline that is being proposed.

3. Bidder's Lists

Contact information for potential bidders for all three (3) positions should be sent to Bill Bonini and cc'd to all Board of Directors and FAC members. Sue Sims has volunteered to compile a Bidder's List for each position.

The next FAC meeting will be June 16, 2014. The agenda will focus on the RFP Roll-out process and the setting of structure for the TVCS D Policy and Procedure Manual. We will also review draft policies to date.

The meeting was adjourned at 8:25pm.

	Timeline in Days	Financial Manager	Administrator	Operator	<i>Operator Timeline Adjustment</i>
Issue Request for Proposal	1	2-Jun	2-Jun	2-Jun	
Mandatory (Optional) Walk Thru					
Questions or Request for Clarificatio	14	16-Jun	16-Jun	30-Jun	<i>add 14 days</i>
Responses to Questions	21	23-Jun	23-Jun	14-Jul	<i>add 21 days</i>
Proposal due	28	30-Jun	30-Jun	28-Jul	<i>add 28 days</i>
Short List	42	14-Jul	14-Jul	11-Aug	<i>add 28 days</i>
Bidder Interviews Begin	56	28-Jul	28-Jul	25-Aug	<i>add 28 days</i>
Contractor Selection	70	11-Aug	11-Aug	8-Sep	<i>add 28 days</i>
District Awards Contract	84	25-Aug	25-Aug	22-Sep	<i>add 28 days</i>
Notice to Proceed					



Request for Proposal

***Administrative Management for
Community Services District,
a California Special District***

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1 PURPOSE

The Tomales Village Community Services District (TVCS D), a California Special District, is requesting proposals from qualified and experienced firms or individuals who can provide efficient administrative management to the TVCS D located in Marin County for three (3) to five (5) years. This Request For Proposal (RFP) position will be completed by private contract.

The purpose of this RFP is to provide the TVCS D with the assurance that the administrative management of the District facility is in substantial compliance with all local, state, and federal provisions (where applicable). An important objective is to maintain a level of high quality service to the people of this services district through appropriate documentation and workflow methodology (best practices) in the most responsible and cost effective and environmentally sustainable manner possible.

Qualified entities are invited to submit written proposals for consideration in accordance with this request. These services will be conducted under a contract with the TVCS D hereinafter referred to as the "District" and the Contractor entity is hereinafter referred to as "Contractor."

The contract will be regulated according to the provisions of all State and local laws and ordinances that are applicable.

2 BACKGROUND

The Service District was formed in 1998 after being acquired from North Marin Water District. The primary purpose of the District is to operate and manage the wastewater treatment plant (WWTP) and the community park. The operation and maintenance of the WWTP is funded through service fees, while the capital improvements are funded through grants and low interest loans through the State Water Resources Control Board. Loans are repaid through operating funds. The operation and maintenance of the Tomales Community Park is funded entirely through donations, fundraisers, grants and Measure A funds. Capital improvements at the Park are paid for by state, federal and private grants and material and in-kind donations.

For more information, please refer to the TVCS D website: www.tomalescsd.ca.gov

3 PROPOSED SCHEDULE OF EVENTS

Issue Request for Proposal	[DATE]
Mandatory Walk Thru	[DATE]
Questions or Request for Clarification due	[DATE]
Proposal due	[DATE]
Contractor Selection	[DATE]
District Awards Contract	[DATE]
Notice to Proceed	[DATE]

4 SELECTION CRITERIA – SEE FORM AT APPENDIX A

The District will evaluate proposals based on the following criteria and may short-list for interview purposes:

1. The completeness of the proposal in response to this RFP.
2. The methodology for carrying out the tasks described in the proposal.
3. The qualifications and experience of the personnel of the successful proposer, their performance of similar work and the experience and qualifications to perform the work.
4. References.
5. Proposed fees.
6. Interviews, if conducted.

The Board will rank all timely and responsive proposals. The Board may interview some or all proposers. If interviews are conducted, the proposal rankings will not be final until interviews are complete. When rankings are final, the Board or designated Board member(s) will commence negotiations with the highest ranked proposer.

After negotiating a proposed agreement that is fair and reasonable, the final agreement will be presented to the full Board for approval. The Board has final authority to approve or reject the final agreement.

By submitting a proposal, each proposer agrees to the following:

1. The District reserves the right to waive any irregularity in any proposal.
2. The District reserves the right to reject any or all proposals.
3. The District reserves the right to request additional proposals.
4. The District reserves the right to request clarification of information submitted and to request additional information from any proposer.
5. The District reserves the right to award any contract to the next most qualified proposer, if it cannot reach agreement with the first selected proposer.
6. The agreement between the successful proposer and the District will be in a form supplied or approved by the District.
7. This RFP does not constitute an offer by TVCS D to enter into a contract, nor does any response to this RFP constitute an acceptance of an offer. A response to this RFP does not bind the District in any way.
8. The District will not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFP.
9. Each proposal will remain valid for a period of at least 60 calendar days from the proposal due date.

5 SCOPE OF WORK

The Scope of Work is to provide full service administrative and general management of the District in accordance with all provisions within this RFP. The contract term is a three (3) to five (5) year agreement renewable through the TVCS D competitive bidding process (posted on TVCS D website). Contractor will provide an approved person or persons as needed to deliver the required services for this contract period. The firm selected will be a California entity and all subjects performing the District's administrative functions will have the appropriate qualifications. Your proposal should contain, but not be limited to the following considerations:

Eligibility – educational background and references.

Experience with government administration and preferably non-profit.

A list of similar local government and non-profits or pertinent accounts served by you or your firm.

Your staff assignments and availability to complete the required duties on a timely basis.

- Participation of senior personnel assigned to the engagement.
- Frequency of contact with assigned administrative personnel.
- Availability of staff to respond to questions within the scope of the described duties and the hourly charge, if any, for services outside the scope of the described duties (“Non-Standard Duties”).

Stability history - what assurances can you provide the District regarding the assignment of your permanent personnel to this engagement? Describe transition plan in the event of personnel changes.

Describe capability to manage, improve and maintain existing TVCS D administrative systems.

Describe specific activities that will support and improve the environmental sustainability of the District. Give examples of proposed initiatives that will advance the Board’s strategic sustainability goals.

Procedures and tools (i.e. software and hardware) used to perform administrative transactions along with all supporting documents to develop management reports for all personnel within the District structure.

Describe package to be provided for regular Board meetings, availability of assigned personnel to attend Board meetings and discuss administrative issues and concerns, as well as projections based on approved budget and District needs.

Your fee proposal to conduct the required administrative function, along with your fee schedule for additional services that may be required beyond the scope of the basic administrative engagement (i.e. management of occasional approved CIPs). The proposal should also state that any increase in the administrative fee will be immediately disclosed to the TVCS D Board of Directors. This disclosure should include an estimation of the increased fees and the reason for the increase.

Estimated number of hours to complete the requested administrative duties by classification of you and/or your employees, i.e. partners, senior, junior.

Detail of expenses expected to be incurred, i.e. mileage, per diem, telephone, etc.

Administrative personnel will produce documentation detailing monthly activities and summary reports to be included in monthly TVCS D Board packet, annual budget supporting documents (as necessary), and provide administrative input and analysis into the annual report.

5.1 COMMUNICATIONS

5.1.1 REPORTING

Contractor will maintain staffing and procedures necessary to insure timely professional communications with the District.

5.1.2 DOCUMENT FORWARDING

Both District and Contractor will immediately forward to each other any document or information received which concerns the administrative management of the District.

5.1.3 CUSTOMERS

Contractor will develop and provide a work request tracking system to document calls from District customers. The system will include a method for action tracking and reporting.

5.1.4 REGULATORS

Contractor shall provide written and oral communications with regulatory agencies concerning the administrative management of the District.

5.1.5 DISTRICT

Contractor will provide copies to the District of written communications with regulatory agencies and report substantive conversations or communications that affect the District. At least monthly the Contractor will attend a Board of Directors meeting and present Board-level reports.

5.1.6 CONTRACTOR RESPONSIBILITIES

- Cooperation - Contractor will cooperate with the District's engineers, attorneys, sub-contractors or others engaged by the District to ensure that administrative transactions are complete and accurate. Non-Schedule Work may apply where appropriate.
- Professionalism - Contractor will conduct business in the highest professional manner and conduct themselves appropriately when dealing with District customers, regulators, citizens at large, politicians or others while conducting business on behalf of the District.

5.2 DISTRICT ADMINISTRATIVE MANAGEMENT

5.2.1 CONTRACTOR'S REPRESENTATIVE

Contractor will designate a General Manager as a main point of contact to conduct the business of the Contractor.

5.2.2 SCOPE OF DUTIES

The General Manager, or his designee, will have responsibility for managing the Contractor's activities under these Specifications.

5.2.2.1 Office Management

- Organize and maintain current and past files and plans of the District in an easily accessible system.
- Answer telephone and retrieve messages and maintain a Call Record.
- Receive, date and process all incoming mail, correspondence and plans; process all outgoing mail.
- **Draft letters and emails from the Board and Administrator to carry out District business.**
- Provide answers to or refer questions to the Board for all correspondence.
- Provide copies to the Board of all incoming and outgoing correspondence.
- Oversee setting of Board agenda with Board President and Secretary and assuring the agenda is posted according to laws.
- Oversee development of Board packet for monthly meetings and any special meetings;

packet should include important supporting information for all agenda items and all correspondence.

- As directed by the Board, coordinate bid proposals and contracts for regular operations work to be performed.
- Secure and maintain affordable insurance policies for the District and insure that coverage is sufficient.
- Adhere to all local and state laws and advise Board on changes to said laws.
- Maintain Minutes Book, Board Resolution Book and District Agenda Binder.
- Coordinate periodic TVCS D Newsletter with Newsletter Committee.
- Insure District website is current. Responsible for posting district agendas, minutes and board packets in a timely manner and that the public is kept up-to-date with postings of district news.
- Submit regulatory reports to local and state agencies as required.

5.2.2.2 Administrative Support

- Research and identify ongoing funding sources, both public and private; keep Board current on available funding opportunities; apply for funding as directed by the Board; oversee follow-up reporting to funders as required.
- Gather backup information for ongoing Board discussions of the annual budget process.
- Interface with Marin County as needed on tax collection, payment, delinquency and new hook-ups; coordinate with fiscal manager; advise Board as needed.
- Adhere to TVCS D Reserve Policy goals and objectives and assure that required funds are being added regularly and that use of funds follows TVCS D CIP protocols.

5.2.2.3 Sewer System Administration

- Oversee contract with sewer operations and maintenance contractor and that performance standards are being met; oversee annual review of performance contract.
- Devise and maintain work order system. Maintain record book.
- Coordinate all new sewer hook-ups and insure they are all inspected and meet District standards according to ordinances and specifications.
- Maintain maps of all sewer components and new hook-ups and annexations.
- Assure the sewer maintenance schedule is adhered to and effective at all times.
- Oversee all capital improvement projects as directed by the Board and Standing Committees.
- Coordinate Sewer Plant Tours for new Board members and at least an annual public tour for ratepayers and a tour for SUSD school groups.

5.2.2.4 Tomales Community Park

- Interface with Park Committee for ongoing maintenance, improvement projects, and public fundraisers.
- Inspect park monthly, directing maintenance as required.
- Work with Park Committee to recruit and coordinate all volunteer activities.
- Establish and publish park rules as directed by the Board and Park Committee.
- Establish park rentals and oversee rentals of the park as directed by the Park Committee and Board.
- Oversee all park improvement projects as directed by the Board and Park Committee.

5.2.2.5 Administrator Performance Monitoring

Monitoring Administrator performance will be utilized to determine the degree to which Board policies, goals and objectives are being fulfilled and will include:

- Administrator's Reports to disclose compliance information

- External Reports from regulators, auditors and relevant agencies
- Direct Board inspection of documents, activities and circumstances directed by Board for policy compliance
- Annual formal evaluation of Administrator performance with criteria to be measured as set by Board

5.2.3 NATURE OF SERVICES REQUIRED

The Administrator will have a shared responsibility with the other contracted roles to carry out TVCS D's goals, objectives and policies with the Board of Directors approval, based on contracted services financed through the district's annual operating budget as set each fiscal year. The following areas present an overview of these shared areas of responsibility:

Shared responsibility to implement assigned goals with accurate, concise and timely information and counsel needed for work of Board, committees, operators, ratepayers and affiliate agencies and memberships, including the processes imposed by the Board's governance system.

- Fiscal stability and viability to meet service obligations to ratepayers.
- Achievement of targeted annual budget.
- Identification and communication to the Board of strategic opportunities for TVCS D.
- Safety of TVCS D assets and legal status.
- Accurate, timely and inclusive information needed for successful operation of TVCS D to include performance monitoring data on operations; relevant trends, material incidents and developments, significant decisions, legal jeopardy, changes in assumptions on which Board and Operation policies have been based; and optional points of view and counsel necessary for fully informed Board choices.
- Favorable perception of TVCS D among key leaders in government and industry and stakeholders, including favorable image of the Administrator, developed by working cooperatively with TVCS D Board, Committees, and ratepayers.
- Effective mechanism for Board, Committees, Fiscal Manager, and Operator communications to include ratepayer awareness and communication of the Board.
- Enhance image of the President of the Board in the community as TVCS D leader and spokesperson.

5.2.4 LIMITATIONS FOR ADMINISTRATOR ROLE

Certain actions will be unacceptable to the Board without policy approval and specific directives, and include new business ventures, acquisitions, major partnerships, budgeting, and binding contracts.

5.2.4.1 Required Meetings

- TVCS D Board of Directors meets 10 times per year on the second Wednesday of each month, excluding August and December.
- Annual budget meetings, as necessary.
- Audit support – interface with Board approved auditor to provide input for the annual audit, as necessary.

5.2.4.2 Description of District as Entity

- Non-profit entity. California Community Services District.

5.2.4.3 Available Manuals and Information Sources

- Minutes of the board meetings of the District
- Functional work description of Administrator
- Current policy documents

Details of fixed assets are maintained. The fixed assets ledger was constructed with historical information by the current contracted General Manager during prior accounting periods.

Available for Examination:

- 5 Year Strategic Plan
- Prior Audit Reports.
- Prior fiscal year financial statements and supporting documents.
- Budgets – current and prior year. Budget is maintained and is available for examination.

Staff members will be available to pull and reproduce documents. Legal counsel will be made available with prior Board approval.

Work areas will be provided by the District in close proximity with the administrative records on the premises.

5.2.4.4 Reporting Requirements

Monthly reports will be addressed to the Board of Directors and will contain relevant items for Board discussion, reference, or action as described within.

- Monthly management summary reports will be required to accompany the Board packets. It should contain a discussion of administrative issues, project status, and other relevant results and recommendations affecting internal control, legality of actions, other instances of non-compliance with laws, and any other material matters.
- Any reports required by regulatory agencies, local and state laws.

5.2.4.5 Time Requirements

- Proposals will be delivered to the District office at _____ not later than _____ p.m. on _____.
- Once a contract has been signed, work may begin immediately to transition the accounting tasks in a progressive manner with costs to be billed to the District as the charges generated by the Contractor in accordance with the original agreement.
- Preliminary work to review accounts can begin immediately.
- The administrative transition will be completed prior to _____.

5.2.5 AVAILABILITY

The Engagement Manager will be available to consult with District staff during normal business hours.

5.3 NON-STANDARD DUTIES

This section is intended to provide a mechanism to equitably manage changes in District administrative management that is considered to be beyond the normal scope of work.

5.3.1 NON-SCHEDULED WORK

Non-Scheduled Work will be billed in accordance with these Specifications in accordance with current Schedule of Rates. Non-Scheduled Work will be invoiced at the end of the month in which the work was performed. At the Contractor's option, small specific project billing may be accumulated, or held, for a few months until a single invoice can be prepared. (Note: Non-Scheduled Work is a sole source mechanism for the District to utilize when sending out Requests for Proposals "RFPs" and obtaining multiple bids or proposals is unwarranted or uneconomical.)

Project Bids - Occasionally the District and Contractor may wish to prepare a separate contract outside the scope of these Specifications for Non-Scheduled Work. Upon receipt of a Request for Proposal (RFP) from District, Contractor may, or may not, submit a bid. In the case where a bid is submitted and accepted by the District, the terms of the bid will be exclusively those contained in the bid and will not automatically adopt these Specifications unless specified in writing otherwise. This provision is utilized most often when projects arise outside the Contractor's scope and the District desires to receive multiple bids or proposals.

5.3.2 DISTRICT INITIATED WORK

When authorized by the District, Contractor may perform work outside the scope of these specifications as Non-Scheduled Work.

5.3.3 EMERGENCIES

In the event of an emergency situation, Contractor shall make every reasonable effort to contact the District before incurring costs for Non-Scheduled Work. In the event the Contractor cannot reach the District, Contractor is authorized to make reasonable and necessary expenditures to alleviate the emergency condition. In the event such expenditures were made, Contractor shall notify the District the next normal work day and provide a written report to the District as soon as practical.

5.3.4 NEW CONSTRUCTION

When requested by the District, Contractor will undertake the administrative management of new or modified projects as Non-Scheduled Work. Within eighteen months Contractor will amend its agreement with the District to reflect the costs of the new or modified projects.

5.3.5 WORK BY OTHERS

District may have work done by others that impacts Contractor. Work performed by Contractor necessary to coordinate with others will be billed to District as Non-Scheduled Work.

5.4 INSURANCE

5.4.1 CONTRACTOR'S INSURANCE

Contractor will maintain and keep in full force the insurances listed in this section. Additionally, the Contractor will name the District as additional insured. Contractor will provide Certificates of Insurance to the District.

TVCS D Request For Proposal:

Administrative Management for Community
Services District

- Workers Compensation Insurance - Statutory amounts in compliance with state laws.
- Commercial General Liability and Automobile: \$1,000,000 per occurrence.
- Professional Liability Insurance: \$1,000,000 per occurrence.

All questions and correspondence should be directed to [NAME OF CONTACT] in writing at the above address or by calling [TELEPHONE NUMBER]. Contact with TVCS D personnel other than [NAME OF OFFICIAL] regarding this RFP may be grounds for elimination from the selection process.

We will look forward to receiving your proposals on or before [DATE].

Sincerely,

DRAFT

6 APPENDIX A - PROPOSAL EVALUATION FORM



**TOMALES VILLAGE COMMUNITY SERVICES DISTRICT (TVCS D)
REQUEST FOR PROPOSAL FOR WASTEWATER TREATMENT AT TOMALES
VILLAGE, A CALIFORNIA SPECIAL DISTRICT**

Prepared March 30, 2014 by TVCS D Board of Directors

DATE: _____

EVALUATOR: _____

CONTRACTOR: _____

RATING POINTS:

- 5 = excellent
- 4 = good
- 3 = above average
- 2 = average
- 1 = below average
- 0 = unsatisfactory

CRITERIA	WEIGHT FACTOR	X	RATING	=	WEIGHTED
RATING					
A. Technical Approach	0.40				
• Responsiveness & understanding of work to be done, i.e. scope of work	(0.20)		_____		_____
• Specific experience with similar wastewater treatment work	(0.20)		_____		_____
C. Project Management	0.30				
• Capacity to perform the scope of work and ability to conclude in a timely manner	(0.20)		_____		_____
• Quality of staff based on recent experience	(0.10)		_____		_____
D. References	(0.05)		_____		_____
E. Familiarity and/or specific experience with locally funded wastewater projects requiring federal, state, and local regulatory compliance	(0.20)		_____		_____
F. Overall quality of proposal, including qualifications and thoroughness.	(0.05)		_____		_____
			Subtotal Score		(0 to 5)
G. Previous Experience and Performance working with TVCS D					_____
Comments:			Total Score		_____

DRAFT



Request for Proposal

***Financial Management Services
for Community Services District,
a California Special District***

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1 PURPOSE

The Tomales Village Community Services District (TVCS D) is requesting proposals from qualified and experienced firms who can provide sound fiscal management to the TVCS D located in Marin County for the fiscal year ending June 30, 2015, and for 2 to 4 subsequent fiscal years. This Request For Proposal (RFP) position will be completed by private contract.

The purpose of the RFP is to provide the TVCS D with the assurance that the financial management of the District facility is in substantial compliance with all local, state, and federal provisions (where applicable). An important objective is to maintain a level of high quality service to the people of this service district through appropriate documentation and workflow methodology (best practices) in the most responsible and cost effective and environmentally sustainable manner possible.

Qualified entities are invited to submit written proposals for consideration in accordance with this request. These services will be conducted under a contract with the TVCS D hereinafter referred to as the "District" and the Contractor entity is hereinafter referred to as "Contractor."

The contract will be regulated according to the provisions of all State and local laws and ordinances that are applicable.

2 BACKGROUND

The Service District was formed in 1999 after being acquired from North Marin Water District. The primary purpose of the District is to operate and manage the wastewater treatment plant (WWTP) and the community park. The operation and maintenance of the WWTP is funded through service fees, while the capital improvements are funded through grants and low interest loans through the State Water Resources Control Board. Loans are repaid through operating funds. The operation and maintenance of the Tomales Community Park is funded entirely through donations, fundraisers, grants and Measure A funds. Capital improvements at the Park are paid for by state, federal and private grants and material and in-kind donations.

For more information, please refer to the TVCS D website: www.tomalescsd.ca.gov

3 PROPOSED SCHEDULE OF EVENTS

Issue Request for Proposal	[DATE]
Mandatory Walk Thru	[DATE]
Questions or Request for Clarification due	[DATE]
Proposal due	[DATE]
Contractor Selection	[DATE]
District Awards Contract	[DATE]
Notice to Proceed	[DATE]

4 SELECTION CRITERIA – SEE FORM AT APPENDIX A

The District will evaluate proposals based on the following criteria and may short-list for interview purposes:

1. The completeness of the proposal in response to this RFP.
2. The methodology for carrying out the tasks described in the proposal.
3. The qualifications and experience of the personnel of the successful proposer, their performance of similar work and the possession of all licenses to perform the work.
4. References.
5. Proposed fees.
6. Interview, if conducted.

The Board will rank all timely and responsive proposals. The Board may interview some or all proposers. If interviews are conducted, the proposal rankings will not be final until interviews are complete. When rankings are final, the Board or designated Board member(s) will commence negotiations with the highest ranked proposer.

After negotiating a proposed agreement that is fair and reasonable, the final agreement will be presented to the full Board for approval. The Board has final authority to approve or reject the final agreement.

By submitting a proposal, each proposer agrees to the following:

1. The District reserves the right to waive any irregularity in any proposal.
2. The District reserves the right to reject any or all proposals.
3. The District reserves the right to request additional proposals.
4. The District reserves the right to request clarification of information submitted and to request additional information from any proposer.
5. The District reserves the right to award any contract to the next most qualified proposer, if it cannot reach agreement with the first selected proposer.
6. The agreement between the successful proposer and the District will be in a form supplied or approved by the District.
7. This RFP does not constitute an offer by TVCS D to enter into a contract, nor does any response to this RFP constitute an acceptance of an offer. A response to this RFP does not bind the District in any way.
8. The District will not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFP.
9. Each proposal will remain valid for a period of at least 60 calendar days from the proposal due date.

5 SCOPE OF WORK

The Scope of Work is to provide full service financial management of the District in accordance with all provisions within this RFP. The contract term is a three to five year agreement renewable through the TVCS D competitive bidding process (posted on TVCS D website). Contractor will provide an approved person or persons as needed to deliver the required services for this contract period. The firm selected will be a California entity and all subjects working the District's financial transactions will have the appropriate qualifications. Your proposal should contain, but not be limited to the following considerations:

Eligibility – educational background and references.

Experience with government financial (GASB) and non-profit accounting.

A list of similar local government and non-profits or pertinent accounts served by you or your firm.

Your staff assignments and availability to complete the required duties on a timely basis.

- Participation of senior personnel assigned to the engagement.
- Frequency of contact with assigned accounting personnel.
- Availability of staff to respond to questions within the scope of the described duties and the hourly charge, if any, for services outside the scope of the described duties (“Non-Standard Duties”).

Stability history - what assurances can you provide the District regarding the assignment of your permanent personnel to this engagement? Describe transition plan in the event of personnel changes.

Describe capability to manage and maintain existing TVCS D accounting system.

Procedures used to transmit accounting transactions and all supporting documents along with management summaries to the General Manager.

Describe financial package to be provided for regular Board meetings, availability of assigned personnel to attend Board meetings and discuss financial results, as well as projections based on approved budget and District needs.

Your fee proposal to conduct the required accounting function, along with your fee schedule for additional services that may be required beyond the scope of the accounting engagement. The proposal should also state that any increase in the accounting fee would be immediately disclosed to the TVCS D Board of Directors. This disclosure should include an estimation of the increased fees and the reason for the increase.

Estimated number of hours to complete the requested accounting duties by classification of you and your employees, i.e. partners, senior, junior.

Detail of expenses expected to be incurred, i.e. mileage, per diem, telephone, etc.

Accounting personnel will produce monthly statements to be included in monthly TVCS D Board packet, annual budget documents (as necessary), and provide financial input and analysis into the annual report.

5.1 COMMUNICATIONS

5.1.1 REPORTING

Contractor will maintain staffing and procedures necessary to insure timely professional communications with the District.

5.1.2 DOCUMENT FORWARDING

Both District and Contractor will immediately forward to each other any document or information received which concerns the operations, management and maintenance of the Facility.

5.1.3 CUSTOMERS

Contractor will develop and provide a work request tracking system to document calls from District customers. The system will include a method for action tracking and reporting.

5.1.4 REGULATORS

Contractor shall provide written and oral communications with regulatory agencies concerning the financial management of the Facilities.

5.1.5 DISTRICT

Contractor will provide copies to the District of written communications with regulatory agencies and report substantive conversations or communications that affect the District. At least monthly the Contractor will attend a Board of Directors meeting and present financial management report.

5.1.6 CONTRACTOR RESPONSIBILITIES

- Cooperation - Contractor will cooperate with the District's General Manager, engineers, attorneys, sub-contractors or others engaged by the District to ensure that financial transactions are complete and accurate. Non-Schedule Work may apply where appropriate.
- Professionalism - Contractor will conduct business in the highest professional manner and conduct themselves appropriately when dealing with District customers, regulators, citizens at large, politicians or others while conducting business on behalf of the District.

5.2 DISTRICT FINANCIAL MANAGEMENT:

5.2.1 CONTRACTOR'S REPRESENTATIVE

Contractor will designate an Engagement Manager as a main point of contact to conduct the business of the Contractor.

5.2.2 SCOPE OF DUTIES

The Engagement Manager, or his designee, will have responsibility for managing the Contractor's activities under these Specifications.

5.2.3 NATURE OF SERVICES REQUIRED

Fiscal period will be July 1, 2014 through June 30, 2015. 2 to 4 additional years may be proposed, priced accordingly.

5.2.3.1 Reporting

Reports, exhibits, and schedules required monthly, quarterly and annually in accordance with Government Accounting Standards Board (GASB):

- Income Statement.
- Balance sheet.
- Schedule of cash.
- Budget Variance Analysis
- Statements of changes in financial position.
- Notes of financial statement.
- Supporting documents.
- Other Duties (to support accurate and timely fiscal management):
Act as District Treasurer

Reconcile general ledger accounts
Enter and pay bills approved by General Manager
Bill Customers including SUSD annual billing
Research and advise Board on deposit institutions and investment opportunities
Maintain separate accounting procedures for Park and Sewer
Maintain separate account for Measure A funds
File annual financials with County, State, and Bonding Agency
TVCS D loan and investment polices approved by the Board of Directors and executed by the Financial Manager.

3. Required Meetings:

- TVCS D Board of Directors meets 10 times per year on the second Wednesday of each month, excluding August and December.
- Annual budget meetings, as necessary.
- Audit support – interface with Board approved auditor to provide input for the annual audit, as necessary.

4. Description of Entity and Records:

- Non-profit entity. California Community Services District under Government Code 61000.
- General ledger, fixed assets ledger, accounts receivable, general journal, accounts payable.

5. Available Manuals and Information Sources:

- Minutes of the board meetings of the District.
- Accounting function work description of Fiscal Manager.
- Current policy documents.

6. Details of fixed assets are maintained. Fixed assets are based on cost when available otherwise on estimates authorized by the Board of Directors. The fixed assets ledger was constructed with historical information by the current contracted General Manager during prior accounting periods.

7. Available for Examination:

- 5 Year Strategic Plan
- Prior Audit Reports.
- Prior fiscal year financial statements and supporting documents.
- Budgets – current and prior year. Budget is maintained and is available for examination.

8. Staff members will be available to pull and reproduce documents. Legal counsel will be made available with prior Board approval.

9. Work areas will be provided by the District in close proximity with the financial records on the premises.

10. Reporting Requirements:

The reports will be addressed to the Board of Directors and will contain items listed in item #2. All accounting must be performed in accordance with Government Accounting Standards Board (GASB) and include a statement of opinion as to whether the statements conform to GASB.

- A monthly management summary report will be required to accompany the financial statements. It should contain a discussion of accounting results and recommendations affecting financial systems and statements, internal control, legality of actions, other instances of non-compliance with laws and GASB, and any other material matters.

11. Time Requirements

- Proposals will be delivered to the District office at _____ not later than _____ p.m. on _____.
- If presentations of possible finalists are necessary, no one with personal bias will interview proposers.
- The Board of Directors has made no decision as to the date of the award of the accounting services. All proposers will be notified of the Board action in a timely manner.
- Once a contract has been signed, work may begin immediately to transition the accounting tasks in a progressive manner with costs to be billed to the District as the charges generated by the Contractor in accordance with the original agreement.
- Preliminary work to review accounts can begin immediately.
- The accounting transition will be completed prior to _____.

5.2.4 AVAILABILITY

The Engagement Manager will be available to consult with District staff during normal business hours.

5.3 NON-STANDARD DUTIES

This section is intended to provide a mechanism to equitably manage changes in District financial management that is considered to be beyond the normal scope of work.

5.3.1 NON-SCHEDULED WORK

Non-Scheduled Work will be billed in accordance with these Specifications in accordance with current Schedule of Rates. Non-Scheduled Work will be invoiced at the end of the month in which the work was performed. At the Contractors option, small specific project billing may be accumulated, or held, for a few months until a single invoice can be prepared. (Note: Non-Scheduled Work is a sole source mechanism for the District to utilize when sending out Requests for Proposals “RFPs” and obtaining multiple bids or proposals is unwarranted or uneconomical.)

Project Bids - Occasionally the District and Contractor may wish to prepare a separate contract outside the scope of these Specifications for Non-Scheduled Work. Upon receipt of a Request for Proposal (RFP) from District, Contractor may, or may not, submit a bid. In the case where a bid is submitted and accepted by the District, the terms of the bid will be exclusively those contained in the bid and will not automatically adopt these Specifications

unless specified in writing otherwise. This provision is utilized most often when projects arise outside the Contractor's scope and the District desires to receive multiple bids or proposals.

5.3.2 DISTRICT INITIATED WORK

When authorized by the District, Contractor may perform work outside the scope of these specifications as Non-Scheduled Work.

5.3.3 EMERGENCIES

In the event of an emergency situation, Contractor shall make every reasonable effort to contact the District before incurring costs for Non-Scheduled Work. In the event the Contractor cannot reach the District, Contractor is authorized to make reasonable and necessary expenditures to alleviate the emergency condition. In the event such expenditures were made, Contractor shall notify the District the next normal work day and provide a written report to the District as soon as practical.

5.3.4 NEW CONSTRUCTION

When requested by the District, Contractor will undertake the financial management of new or modified projects as Non-Scheduled Work. Within eighteen months Contractor will amend its agreement with the District to reflect the costs of the new or modified projects.

5.3.5 WORK BY OTHERS

District may have work done by others that impacts Contractor. Work performed by Contractor necessary to coordinate with others will be billed to District as Non-Scheduled Work.

5.4 INSURANCE

5.4.1 CONTRACTOR'S INSURANCE

Contractor will maintain and keep in full force the insurances listed in this section. Additionally, the Contractor will name the District as additional insured. Contractor will provide Certificates of Insurance to the District.

- Workers Compensation Insurance - Statutory amounts in compliance with state laws.
- Commercial General Liability and Automobile: \$1,000,000 per occurrence.
- Professional Liability Insurance: \$1,000,000 per occurrence. All questions and correspondence should be directed to [NAME] in writing at the above address or by calling [TELEPHONE NUMBER]. Contact with TVCS D personnel other than [NAME OF OFFICIAL] regarding this RFP may be grounds for elimination from the selection process.

We will look forward to receiving your proposals on or before [DATE].

Sincerely,

6 APPENDIX A - PROPOSAL EVALUATION FORM



**TOMALES VILLAGE COMMUNITY SERVICES DISTRICT (TVCS D)
REQUEST FOR PROPOSAL FOR WASTEWATER TREATMENT AT TOMALES
VILLAGE, A CALIFORNIA SPECIAL DISTRICT**

Prepared March 30, 2014 by TVCS D Board of Directors

DATE: _____

EVALUATOR: _____

CONTRACTOR: _____

RATING POINTS:

- 5 = excellent
- 4 = good
- 3 = above average
- 2 = average
- 1 = below average
- 0 = unsatisfactory

CRITERIA	WEIGHT FACTOR	X	RATING	=	WEIGHTED
RATING					
A. Technical Approach	0.40				
• Responsiveness & understanding of work to be done, i.e. scope of work	(0.20)		_____		_____
• Specific experience with similar wastewater treatment work	(0.20)		_____		_____
C. Project Management	0.30				
• Capacity to perform the scope of work and ability to conclude in a timely manner	(0.20)		_____		_____
• Quality of staff based on recent experience	(0.10)		_____		_____
D. References	(0.05)		_____		_____
E. Familiarity and/or specific experience with locally funded wastewater projects requiring federal, state, and local regulatory compliance	(0.20)		_____		_____
F. Overall quality of proposal, including qualifications and thoroughness.	(0.05)		_____		_____
			Subtotal Score		(0 to 5)
G. Previous Experience and Performance working with TVCS D					_____
Comments:			Total Score		_____

DRAFT



Request for Proposal

Operations and Maintenance of Wastewater Treatment Facility

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1 PURPOSE

The Tomales Village Community Services District (TVCS D) is requesting proposals from qualified and experienced firms who can provide full service operations, maintenance, and management of the Wastewater Treatment Facility (Facility) for the existing TVCS D wastewater facility located in Marin District. This Request For Proposal (RFP) position will be completed by private contract through the public competitive bidding process.

The purpose of the RFP is to provide the TVCS D with the assurance that this facility is maintained in substantial compliance with all local, state, and federal provisions (where applicable). An important objective is to maintain a level of high quality service to the people of this service district through appropriate documentation and workflow methodology (best practices) in the most cost effective manner possible.

Qualified entities are invited to submit written proposals for consideration in accordance with this request. These services will be conducted under a contract with the TVCS D hereinafter referred to as the "District" and the Contractor entity is hereinafter referred to as "Contractor."

The contract will be regulated according to the provisions of all State and local laws and ordinances that are applicable.

2 BACKGROUND

Wastewater from the town and schools of Tomales flows or is pumped into a three-pond treatment system. Primary and secondary treatments occur there involving settling of solids and breakdown of the wastewater components. The treated effluent is then pumped to large storage ponds located approximately a mile from the plant. Here the water is disinfected with sodium hypochlorite and spray irrigated during the summer months onto the surrounding fields. These upper ponds serve two purposes: to give the wastewater additional time for further settling and biological breakdown, and to provide storage during the wet winter months when irrigation is not permitted. Cattle graze this irrigated pastureland to control vegetation growth.

The District uses a 31.8 kW DC solar system to offset energy usage at the wastewater treatment plant and the irrigation field. There are two solar arrays, one near the ponds at the treatment plant and the other located at the irrigation field. Both systems net meter from PG&E.

The TVCS D area comprises approximately 111 gross acres of land within the village of Tomales, an unincorporated community, in Marin County, California. It is under the administrative jurisdiction of the District Board of Directors. The District has approximately 96 residences and businesses and the Shoreline Unified School District. The existing wastewater treatment plant is located 10 Irvin Rd. In its current configuration, the wastewater treatment plant has a average dry winter flow (DWF) treatment capacity of 43,000 GPD, and three 7-foot deep, 1,263,499 gallon total capacity lined and aerated facultative ponds.

Facilities shall include, but not limited to, all District collection system, pipelines, cleanouts and manholes; lower town lift station and force main; treatment plant facilities, irrigation field facilities, both solar systems, effluent force main, storage reservoirs and irrigation system, roads and fences. Note that side sewers from the District "Y" connection are the property owner's responsibility, except any sewer overflows of residential laterals will be reported to the CWIQS reporting program.

For more information, please refer to the TVCS D website: www.tomalescsd.ca.gov

3 PROPOSED SCHEDULE OF EVENTS

Issue Request for Proposal	[DATE]
Mandatory Walk Thru	[DATE]
Questions or Request for Clarification due	[DATE]
Proposal due	[DATE]
Contractor Selection	[DATE]
District Awards Contract	[DATE]
Notice to Proceed	[DATE]

4 SELECTION CRITERIA – SEE FORM AT APPENDIX A

The District will evaluate proposals based on the following criteria and may short-list for interview purposes:

1. The completeness of the proposal in response to this RFP.
2. The methodology for carrying out the tasks described in the proposal.
3. The qualifications and experience of the personnel of the successful proposer, their performance of similar work and the possession of all licenses to perform the work including a State Water Resources Board contract operators license and an assigned chief plan operator acknowledgement.
4. References.
5. Proposed fees.
6. Interview, if conducted.

The Board will rank all timely and responsive proposals. The Board may interview some or all proposers. If interviews are conducted, the proposal rankings will not be final until interviews are complete. When rankings are final, the Board or designated Board member(s) will commence negotiations with the highest ranked proposer.

After negotiating a proposed agreement that is fair and reasonable, the final agreement will be presented to the full Board for approval. The Board has final authority to approve or reject the final agreement.

By submitting a proposal, each proposer agrees to the following:

1. The District reserves the right to waive any irregularity in any proposal.
2. The District reserves the right to reject any or all proposals.
3. The District reserves the right to request additional proposals.
4. The District reserves the right to request clarification of information submitted and to request additional information from any proposer.
5. The District reserves the right to award any contract to the next most qualified proposer, if it cannot reach agreement with the first selected proposer.
6. The agreement between the successful proposer and the District will be in a form supplied or approved by the District.
7. This RFP does not constitute an offer by TVCS D to enter into a contract, nor does any response to this RFP constitute an acceptance of an offer. A response to this RFP does not bind the District

in any way.

8. The District will not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFP.
9. Each proposal will remain valid for a period of at least 60 calendar days from the proposal due date.

5 SCOPE OF WORK

The Scope of Work is to provide full service operations, maintenance, and management of the Facility in accordance with all provisions within this RFP in accordance with all provisions within this RFP and the requirements of the SWRCB SSO Program, Contract Operator requirements, and the State SSMP requirements.

The contract term is a three to five year agreement renewable through the TVCS D competitive bidding process (posted on TVCS D website). Contractor will provide an approved person or persons as needed to deliver the required services for this contract period. The firm selected will be a California licensed entity and all subjects working the District's wastewater systems will have the appropriate certifications.

The objectives of these operations include, but are not limited to:

- Cost effectively managing, operating, and maintaining Facility
- Operating Facility in full compliance with local, state, and federal regulations and statutes including all regular and incident reporting requirements
- Minimizing or eliminating permit excursions
- Providing technical assistance to address the District's existing assets, future capacity and regulatory issues.
- To recommend, perform and/or assist in Capital Improvement Program and maintenance projects (examples: slip lining, effluent irrigation sprayer replacement, pump replacement, etc).

Full service contract operations require the Contractor to be properly licensed and provide all treatment facility operation and maintenance staff and pay all chemical costs. The Contractor will be responsible for:

- All aspects of facility management, operation and maintenance.
- Maintaining all land, buildings, improvements and permanent equipment. Equipment maintenance will be performed by the Contractor in accordance with manufacturer's recommendations and the Contractor will be required to provide proof thereof to the satisfaction of the District.
- As a part of the full service contract, Contractor is responsible for disposal of sludge, residue, grit, grease, chemicals, abandoned equipment and/or other residual materials produced by the District's facility.

Required capital expenditures will continue to be the responsibility of the District.

The successful firm selected will be required to provide various services associated with all or a portion of the Facility. This may include, but not be limited to, provision of:

- Process chemicals
- Laboratory, analytical services, including sampling to resolve customer complaints
- Contractor must have an approved QAQC program
- Routine and Corrective Maintenance of Facility and associated equipment
 - Routine and Corrective Maintenance records will be maintained on a computerized maintenance management system and the District may request reports at anytime
- Reporting to regulatory agencies as mandated to maintain compliance

- All reports will be reviewed and signed by the District's designated representative
- Management of the operations and maintenance
- Operations records will be maintained in accordance with federal, state, and local regulations
 - Contractor will utilize database software for process control items. All records must be backed up weekly and kept secured off-site
- Maintain an acceptable appearance of Facility
- Facility will be painted to prevent corrosion and ensure a good appearance to the public
- Landscape Maintenance of all facility will be kept in a groomed state
- Contractor will be responsible for supplying proper personnel to maintain both the software and hardware components of the system
- The District will have access to the system at all times

The Contractor will be responsible for satisfying the State of California regulatory requirements and for operating, maintaining and managing (including record keeping and reporting) the Facility in compliance with all other applicable local, state and federal laws and regulations. Services for the operation, maintenance and management of the Facility will be provided in a safe, secure, effective and efficient manner.

The firm selected for this project will also complete an inventory list of the facility including equipment, procedures, manufacturer literature, etc. The documentation will be submitted to District and will be included with the procedures manual for Facility.

5.1 COMMUNICATIONS

5.1.1 REPORTING

Contractor will maintain staffing and procedures necessary to insure timely professional communications with the District.

5.1.2 DOCUMENT FORWARDING

Both District and Contractor will immediately forward to each other any document or information received which concerns the operations, management and maintenance of the Facility.

5.1.3 CUSTOMERS

Contractor will develop and provide a work request tracking system to document calls from District customers. The system will include a method for action tracking and reporting.

5.1.4 REGULATORS

Contractor shall provide written and oral communications with regulatory agencies concerning the operations and maintenance of the Facilities, including, but not limited to, Monthly Self-Monitoring Report, Emergency irrigation report, monthly CIWQS spill report (or Non-Spill Certification) and annual spill report to the RWQCB.

5.1.5 DISTRICT

Contractor will provide copies to the District of written communications with regulatory agencies and report substantive conversations or communications that affect the District. At least quarterly the Contractor will attend a Board of Directors meeting and present an operations and maintenance report.

5.1.6 CONTRACTOR RESPONSIBILITIES

- Cooperation - Contractor will cooperate with the District's General Manager, engineers, attorneys, sub-contractors or others engaged by the District to investigate, evaluate, modify, construct, demolish or remove facility. Non- Schedule Work may apply where appropriate.
- Professionalism - Contractor will conduct business in a professional manner and conduct themselves appropriately when dealing with District customers, regulators, citizens at large, politicians or others while conducting business on behalf of the District.

5.2 PLANT MANAGEMENT:

5.2.1 CONTRACTORS REPRESENTATIVE

Contractor will designate a Chief Plant Operator to conduct the business of the Contractor.

5.2.2 SCOPE OF DUTIES

The Chief Plant Operator , or his designee, will have responsibility for managing the Contractors activities under these Specifications.

5.2.3 QUALIFICATIONS

The Chief Plant Operator will be certified at a minimum of a Grade II Wastewater Treatment Plant Operator and will have experience in the operation, management and maintenance of a treatment system similar to the District Facility.

5.2.4 AVAILABILITY

The Chief Plant Operator will be available to consult with District staff during normal business hours. During non-business hours the Plant Manager or designee will be available by telephone seven (7) days per week, twenty-four (24) hours per day. Contractor will promptly respond to all alarms and notifications of emergency conditions. Emergency response is not considered eligible for reimbursement as a Non-Scheduled Work expenditure, although actual emergency repairs may be eligible.

5.2.5 REGULATORY REQUIREMENTS

Contractor and District agree to operate, manage and maintain the Facility in compliance with applicable regulations, including but not limited to:

- A. San Francisco Regional Water Quality Control Board and Waste Discharge Order 86-86
- B. Bay Area Air Quality Management District
- C. California Division of Industrial Safety (Cal OSHA)
- D. State Water Resources Control Board Operator Certification Regulations
- E. Environmental Protection Agency (EPA)
- F. Contractor shall prepare and submit routine operating reports required by current regulations.
- G. Contractor is required to report all non-compliance events in accordance with these Specifications and the Waste Discharge Order.
- H. Contractor is required to report all Sanitary Sewer Overflows and known lateral overflows or backups with the CIWQS reporting website as required by the SWRCB Order 2006-003 DWQ.
- I. Contractor is required to maintain and operate under the Sanitary Sewer Management Plan developed under the above Order.

5.3 MAINTENANCE OF FACILITY

5.3.1 ROTATING EQUIPMENT

Contractor will provide and pay for all costs of preventive and corrective maintenance up to \$1000 per occurrence, per component. Components are intended to be 360 degree rotating such as motors, pumps and valves. Work in excess of \$1000 will be considered as Non-Scheduled Work. (Note: Irrigation spray heads are excluded due to excessive wear and lack of replacement parts.)

5.3.2 FIXED FACILITY

Contractor will provide and pay for all costs of routine service lubricants and service supplies for all other Facility not listed above. Stationary facility such as grounds, roads, levies, fences, buildings, landscape, pipelines, manholes, motor control centers, electronics, etc. will have a \$1000 deductible per calendar year. All work in excess of the annual deductible will be considered as Non- Scheduled Work.

5.3.3 STANDARD MAINTENANCE PROGRAM

Contractor will develop and provide a systematic maintenance program, which comply with the Operations and Maintenance Manuals, equipment manufacturers recommendations or best industry practice; whichever Contractor believes most appropriate. Copies will be located at the treatment plant.

5.3.4 SPECIAL REQUIREMENTS

Grounds shall be maintained, as weather permits, in a manner that limits vegetation to eighteen inches or less in the treatment plant area and maintains drainage ditch free of excessive vegetation at both the treatment plant and irrigation field. The treatment plant grounds shall be mowed at a minimum of three times per year. The irrigation field shall be mowed annually. Roadways shall be maintained in a relatively vegetation free condition and graded or repaired as needed to control potholes. Vegetation shall be controlled in ponds and reservoirs so not to obstruct proper operation and sanitation. Rodents shall be controlled as necessary. Only herbicides/pesticides/rodecides pre-approved by the Board of Directors will be used.

5.3.5 OPERATIONAL STANDARDS

Operations and Maintenance Manuals - Contractor will operate and maintain the Facility at a minimum in accordance to the Operations and Maintenance Manual. Manuals will be maintained and kept at the wastewater treatment plant.

5.3.6 REPORTING

Contractor will provide the District with a copy of all routine or special operating reports. Contractor will prepare reports as requested by the District to document process upsets, non-compliance events, damage to equipment, emergency situations, and other such matters related to the operation of the Facility in accordance with these Specifications.

5.4 NON-STANDARD OPERATIONS

This section is intended to provide a mechanism to equitably manage changes in facility operations and maintenance that is considered to be beyond the normal scope of work.

5.4.1 NON-SCHEDULED WORK

Non-Scheduled Work will be billed in accordance with these Specifications in accordance with then-current Schedule of Rates. Non-Scheduled Work will be invoiced at the end of the month in which the work was performed. At the Contractors option, small specific project billing may be accumulated, or held, for a few months until a single invoice can be prepared. (Note: Non-Scheduled Work is a sole source mechanism for the District to utilize when sending out Requests for Proposals “RFPs” and obtaining multiple bids or proposals is unwarranted or uneconomical.)

Project Bids - Occasionally the District and Contractor may wish to prepare a separate contract outside the scope of these Specifications for Non-Scheduled Work. Upon receipt of a Request for Proposal (RFP) from District, Contractor may, or may not, submit a bid. In the case where a bid is submitted and accepted by the District, the terms of the bid will be exclusively those contained in the bid and will not automatically adopt these Specifications unless specified in writing otherwise. This provision is utilized most often when projects arise outside the Contractor’s scope and the District desires to receive multiple bids or proposals.

5.4.2 DISTRICT INITIATED WORK

When authorized by the District, Contractor may perform work outside the scope of these specifications as Non-Scheduled Work.

5.4.3 EMERGENCIES

In the event of an emergency situation, Contractor shall make every reasonable effort to contact the District before incurring costs for Non-Scheduled Work. In the event the Contractor cannot reach the District, Contractor is authorized to make reasonable and necessary expenditures to alleviate the emergency condition. In the event such expenditures were made, Contractor shall notify the District the next normal work day and provide a written report to the District as soon as practical.

5.4.4 NEW CONSTRUCTION

When requested by the District, Contractor will undertake the operation, management and maintenance of new or modified facility as Non-Scheduled Work. Within eighteen months Contractor will amend its agreement with the District to reflect the costs of the new or modified facility.

5.4.5 WORK BY OTHERS

District may have work done by others that impacts Contractor. Work performed by Contractor necessary to coordinate with others will be billed to District as Non-Scheduled Work.

5.5 INSURANCE

5.5.1 CONTRACTOR’S INSURANCE

Contractor will maintain and keep in full force the insurances listed in this section. Additionally, the Contractor will name the District as additional insured. Contractor will provide Certificates of Insurance to the District.

- Workers Compensation Insurance - Statutory amounts in compliance with state laws.
- Commercial General Liability and Automobile: \$1,000,000 per occurrence.

TVCSD Request For Proposal:

Operations and Maintenance for Wastewater
Treatment Facility

- Professional Liability Insurance, including a pollution endorsement: \$1,000,000 per occurrence.

All questions and correspondence should be directed to [NAME OF CONTACT] in writing at the above address or by calling [TELEPHONE NUMBER]. Contact with TVCSD personnel other than [NAME OF OFFICIAL] regarding this RFP may be grounds for elimination from the selection process.

We will look forward to receiving your proposals on or before [DATE].

Sincerely,

DRAFT

6 APPENDIX A - PROPOSAL EVALUATION FORM



**TOMALES VILLAGE COMMUNITY SERVICES DISTRICT (TVCS D)
REQUEST FOR PROPOSAL FOR WASTEWATER TREATMENT AT TOMALES
VILLAGE, A CALIFORNIA SPECIAL DISTRICT**

Prepared March 30, 2014 by TVCS D Board of Directors

DATE: _____

EVALUATOR: _____

CONTRACTOR: _____

RATING POINTS:

- 5 = excellent
- 4 = good
- 3 = above average
- 2 = average
- 1 = below average
- 0 = unsatisfactory

CRITERIA	WEIGHT FACTOR	X	RATING	=	WEIGHTED
RATING					
A. Technical Approach	0.40				
• Responsiveness & understanding of work to be done, i.e. scope of work	(0.20)		_____		_____
• Specific experience with similar wastewater treatment work	(0.20)		_____		_____
C. Project Management	0.30				
• Capacity to perform the scope of work and ability to conclude in a timely manner	(0.20)		_____		_____
• Quality of staff based on recent experience	(0.10)		_____		_____
D. References	(0.05)		_____		_____
E. Familiarity and/or specific experience with locally funded wastewater projects requiring federal, state, and local regulatory compliance	(0.20)		_____		_____
F. Overall quality of proposal, including qualifications and thoroughness.	(0.05)		_____		_____
			Subtotal Score		(0 to 5)
G. Previous Experience and Performance working with TVCS D					_____
Comments:			Total Score		_____

7 APPENDIX B – PARTIAL AS-BUILTS

MAP AND IMPROVEMENT PLANS

FOR THE MODIFICATIONS TO THE STORAGE POND AND IRRIGATION FIELD WASTEWATER SYSTEM FACILITIES

IN THE COMMUNITY OF TOMALES

COUNTY OF MARIN CALIFORNIA

SHEET INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	CONSTRUCTION NOTES
3-4	DETAIL SHEETS
5	SITE PLAN - STORAGE POND
6	SITE PLAN - IRRIGATION PLAN

REFERENCED NORTH MARIN COUNTY WATER DISTRICT AS-BUILT PLANS:

- 3006-C-22
- 3006-C-32
- 3006-C-33
- 3006-C-34
- 3006-C-35

NOTE:
CLOUDED AREAS ON THE DISTRICT AS-BUILT PLANS INDICATE WASTEWATER SYSTEM IMPROVEMENTS TO BE COMPLETED AS PART OF THIS CONTRACT.

LOCATION MAP
NOT TO SCALE

VICINITY MAP
NOT TO SCALE

Phillips & Associates
Engineering & Technical Resources
1300 Redwood Street, Agata, CA 94920
PREPARED UNDER THE DIRECTION OF
[Signature]
200 000 000 000 000 000 000

TOMALES VILLAGE
COMMUNITY SERVICES DISTRICT
P.O. Box 303, Tomales, California 94971
ACCEPTED BY:
[Signature]
DATE: 4/20/2008

PROJECT NUMBER	000077-10-00
DRAWING DATE	APRIL 2008
DRAWING NUMBER	1 OF 6

Liner System Schematic
Bid Item 8.3, partial

Liner Subdrain System Schematic
Bid Item 8.4, partial

Effluent Piping and Valving Schematic
Bid Item 8.3, partial

Aerator Relocation Schematic
Bid Item 8.3, partial

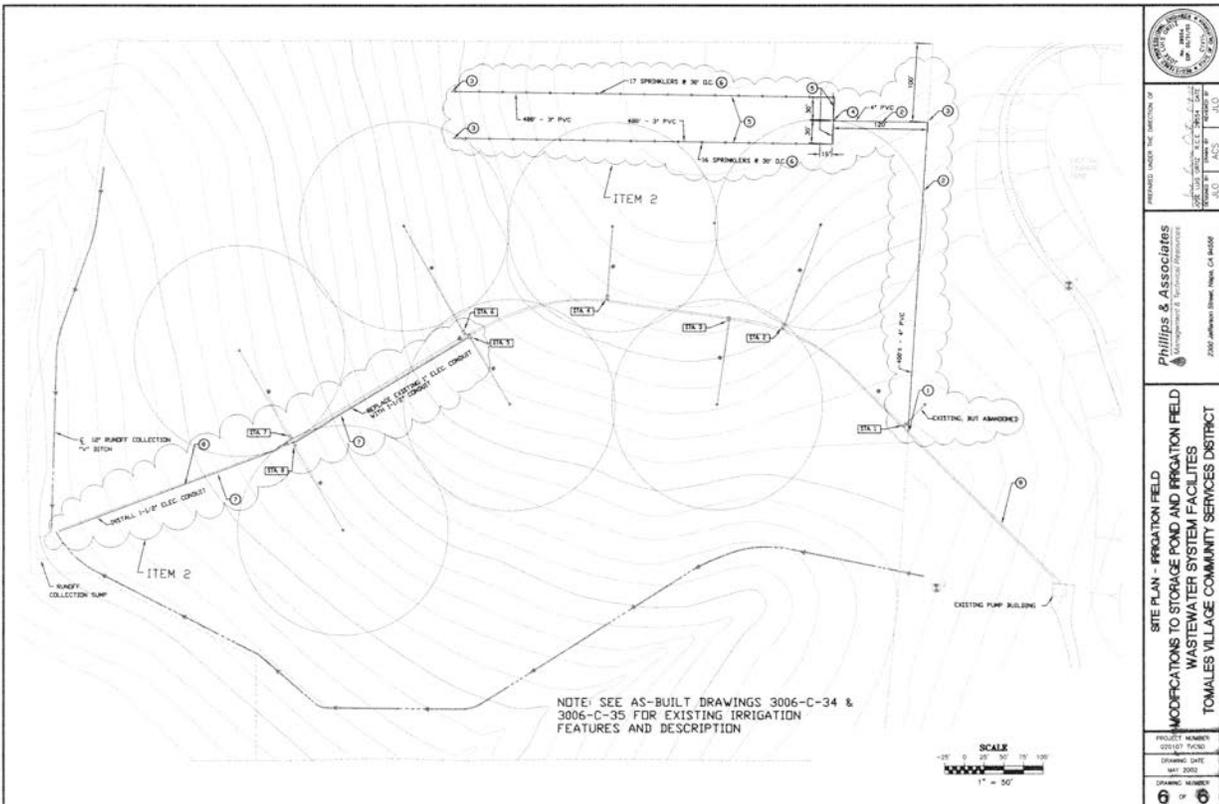
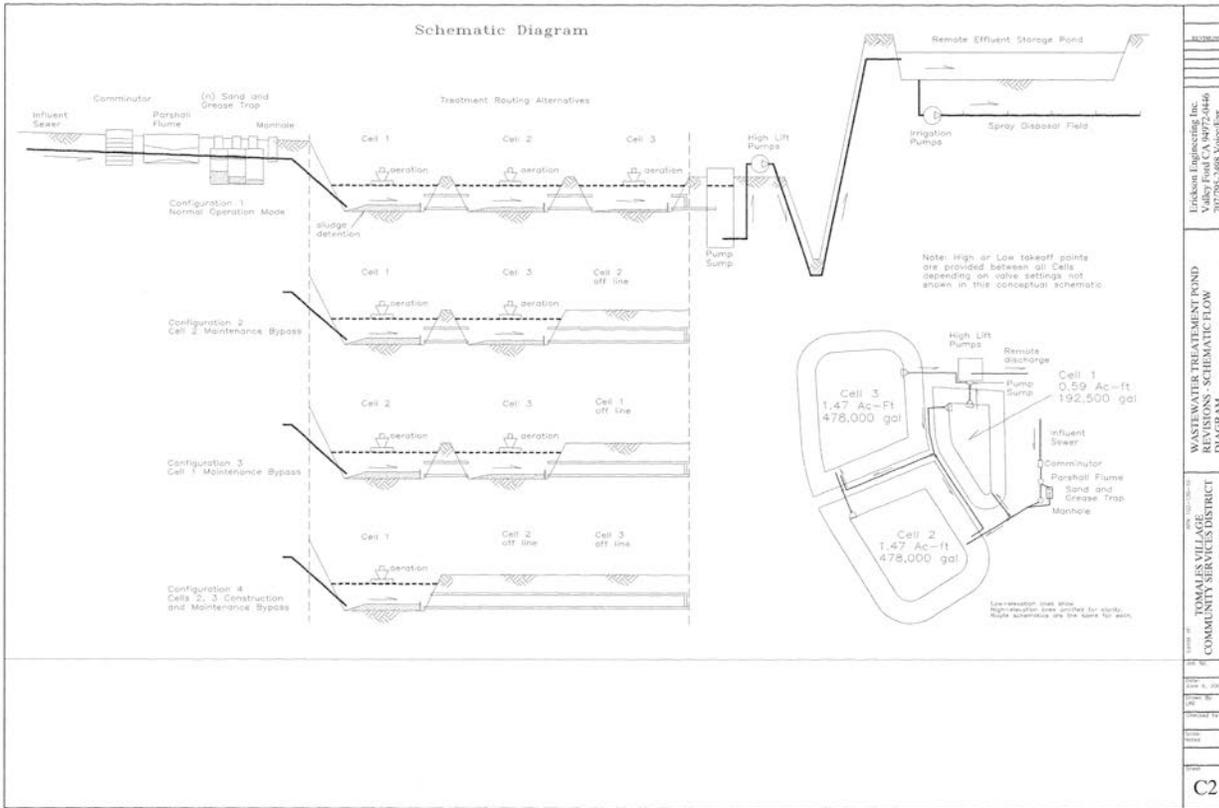
Liquid Level Monitoring Schematic
Bid Item 8.8, partial

Replacement Flow Meter Schematic
Bid Item 8.7, partial

Class II A8 rock topdressing
Bid Item 8.4, partial

Tomales Village
Community Services District
P.O. Box 303
Tomales CA 94971

PROJECT NUMBER	000077-10-00
DRAWING DATE	APRIL 2008
DRAWING NUMBER	1 OF 6





TOMALES VILLAGE COMMUNITY SERVICES DISTRICT (TVCS D) INVITATION TO PARTICIPATE IN REQUEST FOR PROPOSAL

The Tomales Village Community Services District (TVCS D) is soliciting proposals from qualified professional firms licensed in the State of California to provide services and operations for the sewer system and Tomales Community Park for a period of 3 to 5 years with mandatory annual reviews. Services are more fully described in the Scope of Work set forth in the RFPs posted at this link <enter link to website location>.

TVCS D is a government agency dedicated to operating and maintaining the local wastewater treatment system for the village of Tomales, in the northwest corner of Marin County. The district also maintains and operates our local Tomales Community Park. The unincorporated village of Tomales is located in the northwest corner of Marin County, California. Founded in 1850, the village has a steady population of about 200. Within its boundaries are two churches, two schools, the regional school district headquarters, and numerous small businesses. The town is surrounded by agricultural lands, much of it protected from development by Marin Agricultural Land Trust. The land is mainly used for the raising of livestock.

Respondents or their representatives with an interest in working with the TVCS D must refrain from contacting any public officials or departments, or their employees, either directly or indirectly.

Respondents are required to submit two copies and one electronic copy of a sealed proposal by no later than DATE at 4:00 p.m. to the address and email below.

The envelope and the subject of the email must be marked: "XXXXXXXX Services." **Proposals received after that date and time will not be opened or considered.**

Questions about this RFP must be in writing to the address below or via email to the address below. The deadline for submitting questions regarding this RFP is DATE. All responses to questions, including any significant changes and/or modifications, will be posted by DATE on the TVCS D's website (www.tomalesscd.ca.gov) in the form of an Addendum.

Bill Bonini
Board President, Tomales Village Community Services District
P.O. Box 92
Tomales, CA 94971
Email: [link](#)
Phone: ##

Firms must be prepared to meet with the TVCS D representatives to discuss any portion of their qualification package before a decision is made concerning responses to this RFP. Respondents will

be responsible for any costs associated with, or incurred in, preparing or responding to the RFP. All submitted responses will be retained as property of the TVCSD and will not be returned.

RFPs contain, in general terms, the overall objectives of the TVCSD in obtaining the services of a consultant (contract operator – for O&M). While an attempt has been made to describe the general expectations of the TVCSD and the anticipated work that should be performed, the TVCSD and the successful firm will need to define a more specific scope of work and fee schedule as part of the negotiation process.

The letter of introduction and interest required with the RFP must contain an original, handwritten signature of an authorized representative of the responding firm.

Responding firms will not be allowed to make any changes or corrections after proposal packages are submitted to the TVCSD on (date & time).

Tomales Village Community Services District reserves the right to reject any or all Proposals, to waive all technicalities and to select the firm that the Board determines to best meet TVCSD needs for this contract.

DRAFT

From: Karl Drexel [<mailto:karl@tomalescsd.ca.gov>]
Sent: Wednesday, May 21, 2014 4:02 PM
To: 'Wu, Dawning@Waterboards'
Cc: Blair Allen (ballen@waterboards.ca.gov)
Subject: RE: RWQCB Tomales Inspection Visit

Hi Dawning,
In response to your questions, see below.

TOMALES VILLAGE COMMUNITY SERVICES DISTRICT
CWEA Redwood Empire Section 2010 and 2011 Small WWTP Plant of the Year

Karl Drexel, SDA
Administrator
PO Box 303
Tomales CA 94971
707-527-5688
707-575-4306 Fax
admin@tomalescsd.ca.gov

 Please consider the environment before you print

From: Wu, Dawning@Waterboards [<mailto:Dawning.Wu@waterboards.ca.gov>]
Sent: Wednesday, May 14, 2014 4:15 PM
To: karl@tomalescsd.ca.gov
Cc: Allen, Blair@Waterboards
Subject: RE: RWQCB Tomales Inspection Visit

Hi Karl,

I appreciate your attention to the WDR drafting process.

I recovered some correspondence we had with the current program manager (Mike Chee) from 2008 and my understanding is that in the meantime you may apply to use CIWQS for reporting SSOs without additional WDR fees. However, now that the new Order (specific to Tomales) is being drafted, this Order will include a reference to the General WDR as it applies to Tomales*, including any fees as prescribed by the General WDR. The General WDR also includes requirements for a Sanitary Sewer Management Plan.

As for the consideration for elimination of facilities <25,000 ADWF, according to the staff in charge of General WDR, that is still a ways down in the pipeline, so we will need to proceed without it.

Two action items:

1. What is the current status for the SSMP for Tomales? Complete and Certified
2. Let me know if the correspondence I have is incomplete and feel free to send along any relevant correspondence of which you have been able to keep track. I am unaware of any correspondence other than from Eric Maag and Michael Chee waiving the General WDR fee requirement because we have an existing WDR. Any new subsequent WDR should not require double permit fees no matter whether it is new or not. I would like to know how many other land appliers with WDRs pay a second permit fee for the General WDR.

[*per general WDR finding 1: public entities that own or operate sanitary sewer systems >1mile that collect or convey wastewater to publicly owned treatment facility are required to comply]

Please let me know if anything is unclear; I will follow up with the other matters you brought up concurrently, as we continue to discuss, thanks again for your patience.

- Dawning