

REQUEST FOR PROPOSALS
FOR
PURCHASE OF A CLOTH FILTER UNIT FOR THE
DESILTING DEMONSTRATION PROJECT



ORANGE COUNTY WATER DISTRICT
PROPOSALS DUE

September 1, 2010

11:00 A.M.

INTRODUCTION

Orange County Water District (OCWD) is seeking proposals from qualified manufacturers that can provide a cloth filter unit for the OCWD Desilting Demonstration Project.

This Request for Proposals (RFP) describes the requirements for the cloth filter unit and the evaluation procedure. Failure to submit information in accordance with these requirements and procedures may be cause for disqualification.

PROJECT BACKGROUND AND DESCRIPTION

The OCWD Board received and filed the Recharge Water Sediment Removal Feasibility Study in February 2010. The study evaluated the feasibility of removing sediment from Santa Ana River (SAR) recharge water as a potential approach to increasing the efficiency of OCWD's surface recharge facilities in Anaheim and Orange.

Part of the three phase study was to conduct testing of various treatment systems that remove sediment. In this treatment system testing program, selected treatment systems were evaluated with respect to their ability to remove sediment from SAR water and increase the percolation or recharge rate. The treatment systems tested included dissolved air flotation, cloth filters, ballasted sedimentation, coagulation-sedimentation, and a riverbed filtration system (similar to bank filtration; also called 'passive' treatment). The testing was completed in May 2009. The treatment system testing indicated that riverbed filtration and cloth filters were the two most favorable systems.

OCWD is beginning the next phase of testing, referred to as the Desilting Demonstration Project (DDP). The purpose of the DDP is to test percolation on a larger scale, i.e. an existing OCWD recharge basin, and for a longer time period. For the cloth filter unit testing as part of the DDP, OCWD seeks to purchase a cloth filter unit which will filter approximately 5-8 cubic feet per second (cfs) of SAR water in an OCWD owned recharge basin, Riverview, in the City of Orange. The Riverview Basin layout is shown in Figure 1 below. Installation of the cloth filter is not included in this RFP, and will be undertaken by others.

The Riverview Basin is located adjacent to the Santa Ana River. OCWD currently supplies the Riverview Basin with SAR water via a 24-inch pipeline. OCWD intends to filter the entire flow of SAR water into Riverview Basin with a cloth filter unit for at least two years to compare the filtered recharge rates to historic recharge rates of the basin. On average the water quality of the SAR water coming into Riverview Basin is approximately 25 mg/L of total suspended solids (TSS). During storm events the sediment loading rate could reach as high as 100 – 150 mg/L TSS.

OCWD proposes to run the cloth filter from our existing Southern California Edison meter which currently serves OCWD 120/208 Volt 60 Amp electricity. Therefore the cloth filter unit should have low electricity requirements. The Riverview Basin site is located outside of the normal maintenance area surveyed by OCWD staff. Therefore

the cloth filter unit should be low maintenance. OCWD's design criteria for the cloth filter unit are as follows.

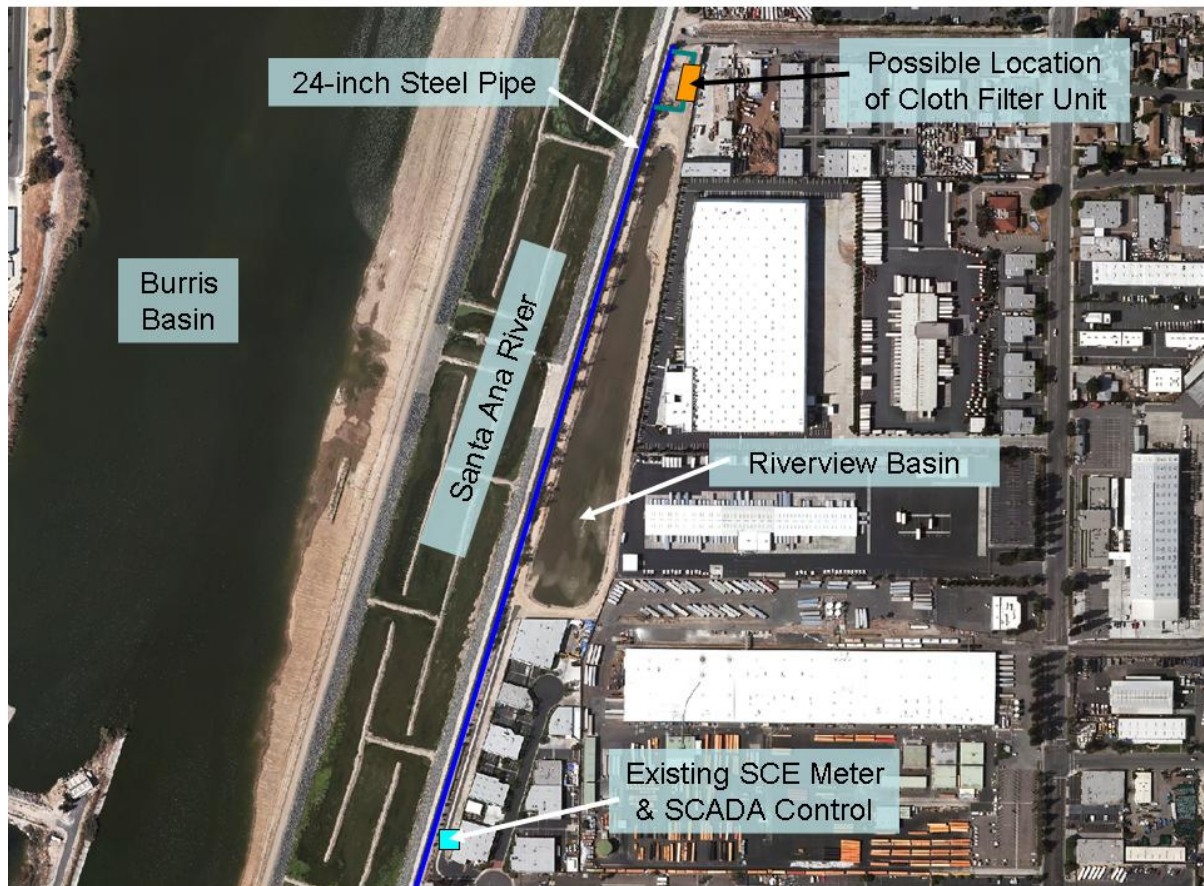


Figure 1 – Site Map of Riverview Basin

The cloth filter unit must have the following design criteria:

- Fit on the OCWD Riverview Basin site (approximately 20-foot by 10-foot dimension)
- Filter between 5-8 cfs of water with average incoming TSS of 25 mg/L
- Filter solids from the outside to the inside of the filter to allow for large concentrations of solids during storm events to settle to the bottom.
- Have minimal maintenance requirements – no moving parts in filtration mode
- Have minimal electricity requirements

The proposal shall be prepared and be in sufficient detail to allow OCWD to determine whether the proposed cloth filter unit will meet these requirements. OCWD will evaluate the proposals based upon the following evaluation matrix:

Table 1 – Evaluation Matrix for Cloth Filter Unit

Criteria	Points
Capital Cost	20
Operational Cost	20
Current Successful Operations (Performance Data)	20
Electricity Requirements	20
Manufacturer Experience	10
Schedule Compliance	10
TOTAL POINTS	100

The criteria listed above are described in more detail in the following section. The proposers are required to submit the following information and data as part of their proposals in order for OCWD to fully evaluate the cloth filter unit being proposed.

Capital Cost – The total capital cost of the proposed cloth filter unit that meets the design criteria discussed in this proposal. The capital cost shall include the motor control center for the unit, any necessary backwash system needed to run the filter unit on a daily basis, and any instrumentation required to run the unit. This RFP does not include the labor or other services to construct or install the cloth filter unit.

Operational Cost – The total cost of operating and maintaining the proposed cloth filter unit for a period of 2 consecutive years. The data for this criteria should include estimated maintenance hours per week as well the cost for any parts that may need to be replaced during a straight 2-year operation. If special equipment is needed to remove, replace, and/or maintain any piece of the cloth filter unit, the need for, description of, and cost for such special equipment shall be included in this submittal. For purposes of evaluation, the manufacturer must include the cost to replace the media for one (1) entire disk/filter.

Current Successful Operations (Performance Data) – The manufacturer shall provide data from at least two (2) installations, preferably at a location within 150 miles of Fountain Valley, to demonstrate that the filter can meet the specific hydraulic and solid loading rates set forth in this RFP. Please list the contact information for the owners of the example installations.

Electricity Requirements – The intent of the filter is to remove as much silt as possible before entering the recharge basins. During storm events, solids entering the filters could go as high as 100-150 mg/l TSS and the cloth filter may go into continuous backwash and bypassing/overflow conditions. The manufacturer must indicate the power consumption at continuous backwashing conditions as well as an estimate of the kWh per day for the specified design solid loading rate for the proposed cloth filter unit.

Manufacturer Experience - The manufacturer shall have experience in the design and manufacture of the specified technology for a minimum of five (5) years and shall be able to demonstrate a minimum of ten (10) installations of similar size. The manufacturer shall submit an experience statement with a list of the installations including the correct name and telephone number of a contact person at each installation.

Schedule Compliance – The manufacturer shall provide an estimate number of days to compile final submittal design drawings of the unit, and a number of days to build and deliver the unit to the project site based on approved submittal design drawings.

The cloth filter unit shall include all systems that require the unit to work with minimal operational effort. For example, the unit should have a cloth filter, a backwash system, and a Motor Control Center that controls the operations of the backwash system

SCHEDULE

The proposed project schedule is as follows:

Issue RFP for Purchase	August 19, 2010
Purchase Proposals Due	September 1, 2010
Purchase Board Approval	September 15, 2010
100% Design Submittal	December 15, 2010
Award Construction Contract	March 16, 2011

SELECTION PROCESS

Selection of the Supplier will be based on the proposal contents. OCWD will select the Supplier whose proposal has been determined to be substantially responsive to the RFP and whose proposal and qualifications are deemed by OCWD to meet OCWD's requirements. OCWD will take into account the data submitted and evaluate each proposal based on the evaluation matrix detailed in the RFP. The proposal scoring the highest points based on the evaluation matrix in this RFP will be recommended to OCWD's Board of Directors for purchase. The selected Supplier must be able to begin work immediately upon award of contract and must be able to maintain the required level of effort to meet the proposed schedule.

QUESTIONS

Questions Concerning Request for Proposals

All questions regarding the RFP should be presented to:

Orange County Water District
18700 Ward Street
Fountain Valley, CA 92708
Phone: (714) 378-3292

Terms and Conditions

Exhibit A outlines the terms and conditions that will be applicable to this purchase. The selected supplier shall, by accepting and performing to the conditions of the order, understand, agree to, and accept these terms and conditions.

EXHIBIT A

PURCHASE ORDER TERMS AND CONDITIONS

The following instructions, terms and conditions are applicable to this order. The seller, by accepting and performing to the conditions of the order, understands, agrees to, and accepts these terms and conditions.

1. The Orange County Water District (District) WILL NOT be responsible for any goods received or services rendered without a purchase order authorizing the transaction.
2. Ship, deliver or provide services to locations as specified. Title to and risk of loss or damage to goods in transit shall remain with the seller (F.O.B. DESTINATION) until delivered as specified, unless otherwise confirmed in writing by the District. Transportation changes, if authorized, must be prepaid and added to the invoice accompanied by a copy of the actual freight bill. COD shipments ARE NOT acceptable.
3. If upon delivery, or reasonable time thereafter, material or equipment is found to be defective in quality, performance, workmanship, or otherwise not in conformance with the requirements of the purchase order, the District shall have the right to reject and return such goods at seller's expense.
4. Receiving hours: Receiving/Central Stores, 18700 Ward Street., Fountain Valley, CA 92708; Monday thru Thursday 7:30 AM - 4:30 PM, Friday 7:30 AM - 3:30 PM only. Field Headquarters, 4060 East La Palma Ave., Anaheim, CA 92807; Monday thru Friday 7:30 AM - 3:30 PM only.
5. The seller SHALL NOT give invoices to District employees. Duplicate invoices shall be mailed to: Orange County Water District, ATTN: ACCOUNTS PAYABLE, P.O. Box 20845, Fountain Valley, CA 92728-0845. Failure to comply WILL delay payment.
6. The District pays California Sales and Use Tax. Sales, Use, or other tax, if charged, must be shown separately on the invoice. Any seller outside of California that charges Sales or Use tax must indicate the authorized California tax license number on the invoice. The District is exempt from all Federal Excise taxes. For reference purposes only, the District's Federal Tax Number is 95-6002277. Gratuity, if charged, must be shown separately on the invoice. The maximum gratuity the District will allow is fifteen (15) percent.
7. No boxing, packaging or cartage charges will be allowed by the District unless specifically authorized on the purchase order.
8. Cash discount terms may be taken by the District when appropriate and deducted from the invoiced amount. The determining date shall be the date of correct receipt of goods/services or receipt of correct invoice, whichever is later. Invoices are paid 30 days from receipt of invoice. Payment of invoices with discrepancies will be delayed until corrected or approved as amended by the Purchasing Department.
9. District furnished or paid for artwork, negatives, specifications, tools, equipment or any other items furnished to seller and property of the District shall (A) remain District Property; (B) be protected by seller and maintained in good usable condition; (C) shall not be provided to any other person or entity without prior written approval of the District; and (D) be returned promptly to the District upon request.
10. This order must be filled or work performed as specified. Additions, deletions, substitutes or alternatives are not acceptable unless authorized by written change order by the Purchasing Department. A "changed" purchase order will supersede any and all previous documents.
11. The District shall have the right to cancel this order at any time for seller's breach of any provision of this order. If seller fails to deliver the goods, materials or services provided herein or fails to perform which inhibits the progress of this order, the District may terminate this agreement and contract with an alternate vendor to complete the order. Seller shall be liable to the District for the differences in price plus expenses of enforcing its rights hereunder, including reasonable attorney's fees. The District may charge seller's account for any such costs.
12. Seller guarantees "Warranty of title," "Implied warranty of merchantability and fitness for a particular purpose," and "Express warranty," of the equipment and materials supplied under this purchase order. Unless otherwise specified, the minimum warranty period on purchased equipment shall be the industry or trade standard for full parts and labor on-site warranty. Seller shall furnish the District two (2) shop Maintenance/Operation Manuals on all equipment supplied hereunder. Manuals shall include wiring schematics, parts lists and diagrams, and all pertinent information necessary for proper installation and maintenance of purchased equipment. Seller shall make available replacement parts for a minimum ten (10) year period following date of purchase.
13. In the event any article, service or process sold, delivered, performed or installed hereunder shall be covered by a patent or copyright, or application for either, seller shall indemnify and save harmless the District, its directors, agents and employees, from any and all loss, cost or expense on account of any and all claims, suits or judgments on the use or sale of such article, services or processes in violation of rights under such patent, copyright, or applications for either.
14. Seller shall not release any advertising copy mentioning the District or quoting the opinion of any District employee without the prior written consent of the District.
15. Seller warrants that no Federal or State statute, regulation, or Municipal ordinance has been or will be violated in the manufacture, sale or distribution of any article or service sold or delivered under this purchase order. Seller agrees that if such violation has or does occur, seller will indemnify and save harmless the District, its directors, agents and employees from any and all loss, cost, penalty or expense on account of such violation.
16. No assignment by the seller of this purchase order or any part thereof, or of funds to be received hereunder, will be recognized by the District unless such assignment has had prior written approval and consent of the District Purchasing Department.
17. The District Purchasing Department may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous customary practice or course of dealing to the contrary, or any prior waiver of any term or condition.
18. These prescribed terms and conditions of sale are intended to facilitate rather than hinder the business of the District transacted via purchase order. In the event of conflict with any terms of seller's proposal, direct negotiation with the District's Purchasing Department is the only approved method of resolution. This purchase order represents the entire agreement between the District and seller as to those matters set forth herein, and no prior oral or written understanding or agreement shall be of any force or effect with respect to those matters covered by this purchase order. In the event of a legal conflict related to any provision of this purchase order, the venue shall be Orange County, California, and, to the extent not inconsistent with the purchase order, the laws of the State of California shall govern.
19. Any special terms and conditions are attached hereto as Exhibit "A," and incorporated herein by this reference.