

**State of Connecticut
Department of Public Health
Regulatory Services Branch
Drinking Water Section
Amendment #1
Prospective Proposer's Questions and Answers
Request for Proposal
RFP # 2015-0903**

The State of Connecticut, Department of Public Health, Regulatory Services Branch, Drinking Water Section ("the Department"), has amended its Request for Proposal, RFP # 2015-0903 ("the original RFP"). This Amendment 1 adds the Prospective Proposer's Questions and the Department's Answers and amends Sections III.E and IV.F.1.7 (Proposer's General Information) of the original RFP.

QUESTION 1. Will unredacted electronic copies of the latest complete Water Supply Plans for all public water systems in the State required to prepare such plan be provided to the successful proposer?

- **ANSWER:** Yes. Section III.E of the original RFP is amended by adding the following paragraph, making it a mandatory contract term:

16. Protection of Confidential Water Company Information.

- (a) Confidential Water Company Information shall include, but is not limited to, the following records received by the Contractor from a water company, as defined in Conn. Gen. Stat. § 25- 32a, from the Department of Public Health or from any other source, that is exempted from disclosure pursuant to §§ 1-210(b)(19) of the Connecticut General Statutes, which includes, but is not limited to, a water company's security manuals or reports; engineering and architectural drawings of a water company's operating facilities; operational specifications of security systems utilized at a water company, except that a general description of any such security system and the cost and quality of such system, may be disclosed; training manuals prepared for a water company that describe, in any manner, security procedures, emergency plans or security equipment; internal security audits of water companies; minutes or records of meetings, or portions of such minutes or records, that contain or reveal information relating to security or other records otherwise exempt from disclosure under the Connecticut Freedom of Information Act, §§ 1-200 through 259, inclusive, of the Connecticut General Statutes; a water company's vulnerability assessments and risk management plans; a water company's operational plans; portions of a water company's water supply plan submitted pursuant to § 25-32d of the Connecticut General Statutes that contain or reveal information the disclosure of which may result in a security risk to a water company; a water company's inspection reports; and technical specifications and other materials that depict or specifically describe critical water company operating facilities, collection and distribution systems or sources of supply.

- (b) The Contractor, at its own expense, has a duty to and shall protect from an unauthorized disclosure any and all Confidential Water Company Information which the Contractor comes to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (c) Contractor's receipt of requests for Confidential Water Company Information.
 - (1) The Contractor shall notify the Department of Public Health, in writing, of any request it may receive for disclosure of any Confidential Water Company Information received, maintained or created by the Contractor in fulfilling its contractual obligations within ten (10) days of receiving such request.
 - (2) The Contractor shall not disclose any Confidential Water Company Information until and unless it receives notification in writing from the Department of Public Health authorizing the Contractor to do so.
- (d) The Contractor shall ensure that the Contractor Parties and the Contractor's heirs, successors, and assigns comply with all of the provisions regarding Confidential Water Company Information herein. If the Contractor retains any subcontractors who will perform services hereunder, the Contractor shall execute a contract that includes these Confidential Water Company Information provisions.
- (e) The Contractor shall take such other reasonable actions as are necessary to protect the confidentiality of Confidential Water Company Information including, at a minimum, instructing each person assigned to work under this contract on the Contractor's behalf of the prohibition on disclosing Confidential Water Company Information.
- (f) The Contractor shall compile and maintain a list of those individuals to whom it has disclosed records that are Confidential Water Company Information. Such list shall include the individual's name, position, and beginning date for which access was granted by the Contractor and, if applicable, the date access was terminated. The Contractor shall review this list at least once every month to verify those individuals with access to Confidential Water Company Information is up to date and accurate. The Contractor shall provide a current copy of the list to the Department of Public Health upon the Department of Public Health's request.
- (g) The Contractor shall not post Confidential Water Company Information on its web site. The Contractor also shall not include Confidential Water Company Information in publicly distributed documents without obtaining permission from the Department of Public Health in writing.
- (h) The Contractor shall store Confidential Water Company Information received, maintained or created in secure, locked containers. Where Confidential Water Company Information is stored on a computer or other electronic media, the Contractor shall have an appropriate computer security policy that protects Confidential Water Company Information from unauthorized disclosure. The computer security policy shall include provisions that address the physical security of computer resources, equipment security to protect equipment from theft and unauthorized use, software and data security, and access control. The computer security policy shall also include a requirement that any Confidential Water

Company Information that is stored on computers or other electronic media be encrypted. The Contractor shall provide a copy of such computer security policy within 10 days of execution of the Amendment.

- (i) The Contractor shall dispose of Confidential Water Company Information, including all Confidential Water Company Information that is in the Contractor's possession, in the possession of any subcontractors and in the possession of any others to whom the Contractor has provided Confidential Water Company Information, in a manner consistent with the need to prevent disclosure of Confidential Water Company Information, such as by shredding or otherwise physically destroying the Confidential Water Company Information so that the Confidential Water Company Information cannot be recovered. The Contractor shall provide to the Department of Public Health confirmation that the Contractor disposed of such Confidential Water Company Information in such a manner within ten (10) days of such disposal.
- (j) The unauthorized disclosure of Confidential Water Company Information by the Contractor shall constitute a breach of contract and subject the Contractor to any and all rights and remedies available to the Department of Public Health pursuant to this Contract and law. The Contractor shall notify the Department of Public Health as soon as practical, but no later than twenty-four (24) hours, after the Contractor becomes aware of or suspects that any Confidential Water Company Information which the Contractor has come to possess or control has been disclosed without the Department's authorization. The Contractor agrees that an unauthorized disclosure of Confidential Water Company Information will cause irreparable harm and significant injury to the Department of Public Health or a water company, or both. Accordingly, in addition to all other rights and remedies, in the event of such breach Contractor agrees that the Department of Public Health shall be entitled to an immediate injunction to restrain the continuation or repetition of such breach and any other equitable relief as may be necessary and appropriate to protect it against such breach.
- (k) The Contractor shall indemnify, defend and hold harmless the Department of Public Health, its officers, agents and employees from and against all claims, causes of action, legal proceedings, suits, losses, damages, and expenses initiated, suffered, or claimed to have been suffered by third parties not involved by contract in the project to the extent that they arise out of, or result from, the unauthorized disclosure of Confidential Water Company Information by the Contractor. The Department of Public Health may require the Contractor's assistance in defending a claim, including obtaining an injunction.

QUESTION 2. Proposer information No. 7 requires proposers to "Disclose both previous and current contracts with public water systems in the State of Connecticut. Include in such disclosure the specific services that were provided or are being provided, as well as the existence of any current retainer agreements with a public water system." How many years of historical contracts are required to be described?

- **ANSWER:** Section IV.F.1.7 (Proposer's General Information) of the original RFP is redacted and replaced with the following:

7. Disclose both previous and current contracts with public water systems in the states of Connecticut, Massachusetts and Rhode Island during the last five years. Include in such

disclosure the specific services that were provided or are being provided, as well as the existence of any current retainer agreements with a public water system.

QUESTION 3. Can the sign-in sheet be distributed to all attendees?

- **ANSWER:** The following is the list of attendees to the mandatory RFP conference held on July 1, 2015 and the contact information provided on the sign-in sheet:
 1. David Murphy, Milone & MacBroom, Inc., davem@miloneandmacbroom.com
 2. James Ericson, Lenard Engineering, Inc., ericson@lenardeng.com
 3. Peter Galant, Tighe & Bond, PB GALANT@tighebond.com
 4. Paul Malmrose, Tighe and Bond, PEMalmrose@tighebond.com
 5. Stephen Rupal, Tata & Howard, Inc., srupal@tataandhoward.com
 6. Darlene Gurnon, dhgurnon@gmail.com

QUESTION 4. Does the Department have a budget allowance for this project?

- **ANSWER:** The total funding available for this project is confidential.

QUESTION 5. Is it mandatory for sub-consultants to attend the RFP conference on July 1, 2015?

- **ANSWER:** No, but please note that pursuant to Section III.E.1 of the original RFP, a consultant is prohibited from subcontracting any work to be performed which is part of the requirements of the contract without the specific written approval of the Department.

QUESTION 6. Can a copy of the approved Southeastern WUCC Reports be made available to assist in preparing responses?

- **ANSWER:** Yes, the Department will make available for inspection at the Department's office during regular office hours a redacted copy of the Southeastern WUCC and the Housatonic WUCC's coordinated water system plans. Portions of the coordinated water system plans are, however, protected under the Connecticut Freedom of Information Act, §§ 1-200 through 259, inclusive, of the Connecticut General Statutes and therefore cannot be released. Please contact the Official Contact of the original RFP to arrange a time to inspect the coordinated water system plans.

QUESTION 7. Does Mandatory Contract Term No. 8 "Absent the consent of the Department, the contractor shall not be compensated for the attendance or participation of more than one staff member at or during any meeting....." apply to this contract?

- **ANSWER:** Yes, Section III.E.8 of the original RFP is a mandatory contract term.

QUESTION 8. How many WUCC meetings should be anticipated for each of the three Committees over the two year contract period?

- **ANSWER:** The number of WUCC meetings that will be held is dependent on the consultant and the WUCC members. According to the Department's recollection, the Southeast WUCC held monthly meetings at which the consultant attended. There were also subcommittee meetings, some of which the consultant attended.

QUESTION 9. Is the contractor expected to prepare conceptual cost estimates for interconnections and improvements not included in individual Water Supply Plans?

- **ANSWER:** Yes.

QUESTION 10. We understand that the Department has issued a consulting contract for data collection in preparation for the Coordinated Water Supply Plan process. Please describe the scope and schedule for that project.

- **ANSWER:** The following is the scope of work and schedule for the data collection contract:

BACKGROUND/PROJECT DESCRIPTION

The Department of Public Health (“Department”) is seeking proposals from qualified environmental and engineering consulting firms that are approved state of Connecticut vendors listed under contract number 12PSX0393 and that have significant experience with respect to water utility coordination and planning and Geographic Information Systems (“GIS”) mapping for the following project: to gather from the Department’s records, public water systems, and other state agencies, and compile in one place, data and information, including, but not limited to, data and information regarding water sources, interconnections and service areas, and the preparation of such data and information for the creation of GIS maps, to assist the Department and the Water Utility Coordinating Committees in carrying out their responsibilities pursuant to §§ 25-33e through 25-33i of the Connecticut General Statutes (“*Conn. Gen. Stat.*”) and § 25-33h-1 of the Regulations of Connecticut State Agencies. The contract will begin immediately and the term of the contract will be until December 31, 2015.

SCOPE OF WORK:

- (A) The Contractor shall gather from the Department’s records, including, but not limited to, water supply plans filed by public water systems pursuant to *Conn. Gen. Stat.* § 25-32d, public water systems, municipalities, and other state agencies, including Department of Energy and Environmental Protection (“DEEP”) and the Office of Policy and Management (“OPM”), and compile in one place, the following:
- (1) Information regarding existing and potential interconnections, including the public water system’s interconnected, the amount the public water system is authorized to withdraw under a diversion permit issued pursuant to *Conn. Gen. Stat.* §§ 22a-365 through 22a-378, if applicable, whether the interconnection is an emergency or active interconnection, whether there is a sale of excess water permit for the interconnection, whether there is a booster pump installed at the interconnection, the direction the water flows through the interconnection, and peak usage information. *See* Attachment 1 for information required to be provided with respect to interconnections;
 - (2) For each public water system in the state of Connecticut, information regarding existing and potential future public water sources, including, but not limited to, watersheds, reservoirs, wells and stream diversions. *See* Attachment 1 for information required to be provided with respect to existing and potential future sources;
 - (3) Information regarding whether a public water system provides fire protection or not;
 - (4) Information regarding land classified as Class I, Class II and Class III land in *Conn. Gen. Stat.* § 25-37c (“water company owned lands”) that is associated with ground water sources,

including ownership, acreage and to which public water supply the land contributes. *See* Attachment 1 for information required to be provided with respect to Class I, II, and III land;

(5) Physical and legal limitations to water service; and

(6) Water company rights as established by statute, special act or administrative decisions.

(B) The Contractor shall provide the following data and information in a format compatible with an ESRI software-based GIS and SDWIS regarding each public water system in the state of Connecticut that the Contractor gathered from the DPH's records, including water supply plans filed by public water systems pursuant to *Conn. Gen. Stat.* § 25-32d and the list prepared pursuant to *Conn. Gen. Stat.* § 25-33q by the Commissioner of Public Health, in consultation with the Water Planning Council, that designates sources or potential sources of water that require protection so that the highest quality sources of water are available to provide water for human consumption, public water systems, and other state agencies, including DEEP. The Contractor shall include the locational information (longitude and latitude information) for the data provided.

(1) Existing and future sources of public water supply, including, but not limited to, watersheds, reservoirs, wells, stream diversions;

(2) Interconnection points as described in Attachment 1; and

(3) Mapping of water company owned lands associated with ground water sources, including ownership, system classification, and acreage, as described in Attachment 1.

(C) Schedule: The contractor shall complete the scope of work no later than December 31, 2015.

All other terms and conditions of the RFP, not delineated above, remain in full force and effect.