



REQUEST FOR QUALIFICATIONS

TO PROVIDE:

**CONSULTING SERVICES TO THE
SAN LORENZO VALLEY WATER DISTRICT**

PROJECT TITLE:

COMMUNICATION AND OUTREACH SERVICES

RESPONSE DUE BEFORE 3:00 P.M.

ON

MAY 4, 2018

**San Lorenzo Valley Water District
13060 Highway 9
Boulder Creek, CA 95006
(831) 430-4624**

I. INTRODUCTION

The San Lorenzo Valley Water District is seeking a qualified firm to provide communication and outreach strategy and services. The selected consultant will work directly with District personnel to coordinate outreach activities. Consultant will be expected to coordinate the behind-the-scenes efforts while District personnel will be available for direct communication efforts.

The District desires social outreach to the following key audiences:

- District Customers
- Residences, Businesses and Organizations within the SLV Watersheds.
- Individuals and Groups with connections to the SLV Watersheds.

The District desires social outreach utilizing the following tools, as a minimum:

- District Website
- District Facebook Page
- Quarterly Newsletter
- Timely Press Releases
- Guest Articles in local publications
- Billing Inserts
- Participation in or support of local and regional events
- Public surveys or opinion polls
- Other media as agreed

The District desires to increase awareness about the challenges and complexities of water management through the following objectives:

- Elevate the public's awareness about water issues in the San Lorenzo Valley
- Advance the public's understanding of SLVWD's role in bringing reliable and sustainable water to valley residence
- Engage the public on the challenges and complexities of delivering reliable water to the Valley
- Regularly update the public regarding District activities
- Discuss District efforts regarding capital replacement projects
- Discuss District efforts with Santa Margarita Groundwater JPA
- Engage in constructive public conversations about water
- Promote the efficient use of water throughout the Valley and surrounding areas (water conservation)

II. GENERAL INFORMATION

San Lorenzo Valley Water District (SLVWD or District) is a rural water supplier established in 1941 and serves several communities within the 136 square-mile San Lorenzo River watershed. The District owns, operates, and maintains four permitted water systems divided into three service areas. Each service area provides supplies from separate water sources. The North Service Area includes the unincorporated communities of Boulder Creek, Brookdale, Ben Lomond and Lompico (under separate water permit). The South Service Area encompasses portions of the City of Scotts Valley and adjacent unincorporated neighborhoods. The Mañana Woods subdivision became part of the South Service Area as a result of the District's annexation of the Mañana Woods Mutual Water Company in July 2006. The Felton Service Area was acquired by the District from California American Water in September 2008 and includes the town of Felton and adjacent unincorporated areas.

The District's legal boundaries encompass approximately 62 square miles. Land uses include timber, State and regional parks, water supply watersheds, rural residential, low-density urban residential and commercial, quarries, agriculture, and other open space. Within these boundaries, the District's four service areas have a combined area of approximately 26 square miles and individual areas as follows: North Service Area (20.9 square miles) and Lompico (2.5 square miles), South Service Area (0.8 square mile), and Felton Service Area (2.2 square miles). Their individual water supply systems are referred to as the North, South, and Felton Systems.

The District relies on both surface water and groundwater resources, including nine currently active stream diversions, one groundwater spring, and eight active groundwater wells. These sources are derived solely from rainfall within the San Lorenzo River watershed.

The scale and complexity of SLVWD's water distribution system reflect the San Lorenzo Valley's rugged topography, dispersed pattern of development, and widely distributed raw water sources. The District's three systems have limited above-ground storage capacity equal to a few days' average use and rely on groundwater for seasonal and year-to-year storage. The District produces and treats water based on relatively immediate water demand.

III. PROPOSED SCOPE OF SERVICES TO BE COMPLETED UNDER CONTRACT

- Task 1: Review existing outreach efforts and provide written report identifying areas of weakness and strengths.
- Task 2: Develop written outreach plan with specific goals, including recommendations of best management practices and opportunities to enhance efforts. Outreach plan should be tailored to accomplish Task 4 and Task 5 with a yearly budget of \$60,000 total, including consultant invoices. This yearly budget excludes Task 1, 2, 3 and Task 6. Those tasks will be budgeted separately.
- Task 3: Prepare technical memo describing available communications and outreach material, including branding enhancements and creation needs. Develop District approved outreach material, supporting templates and branding enhancements. Consultant will be expected to prepare the majority of draft outreach material and communication content, including appropriate artwork and graphics.
- Task 4: Working with staff and committee, execute approved Task 2 outreach plan. Consultant shall prepare monthly committee memo and attend monthly Admin Committee meeting to provide updates and receive feedback from committee. Consultant shall work with staff through regular meetings, telephone calls and email to coordinate execution of Task 2 outreach plan.
- Task 5: Consultant shall act as primary contact point for District media relations. Coordination and execution of press conferences and media tours is expected. Consultant will be expected to conduct media outreach to accomplish goals of Task 3, execution of outreach plan.
- Task 6: Develop a written plan to reimagine the District's website to enhance outreach and usability. Include option for American with Disabilities (ADA) legal requirements. The District intends to issue a Request for Proposals (RFP) to execute approved website enhancement plan. The District does not intend to exclude the Communications and Outreach consultant from proposing on said RFP. The District has currently budgeted \$30,000 to execute approved website enhancement plan.

IV. PROJECT MANAGEMENT AND INFORMATION COLLECTION

Consultant shall provide overall project management. Consultant shall assume at least two meetings per month (24 total) at the District's main Office, as well as regular telephone and email communications.

Consultant shall provide internal quality control and quality assurance procedures.

V. SUBMITAL REQUIREMENTS

The submittal shall not exceed 16 pages excluding resumes, work and experience examples, cover letter, dividers, front and back covers. Responses to this RFQ shall be in the following order and shall include:

1. Executive Summary (2 pages maximum)

Summarize the contents of your firm's qualifications in a clear and concise manner. Include a description on what makes your firm uniquely qualified. Sell yourself.

2. Identification of Prime Consultant (1 page maximum)

- i. Legal name and address of the company.
- ii. Legal form of company (partnership, corporation).
- iii. If company is wholly owned subsidiary of a "parent company," identify the "parent company."
- iv. Name, title, address and telephone number of person to contact concerning the Response Submittal.
- v. Number of staff and the discipline/job title of each.

3. Identification of Sub Consultants, if any (1 page per sub-consultant maximum)

- i. Legal name and address of the company.
- ii. Name, title, address and telephone number of prime contact
- iii. Number of staff and the discipline/job title of each.

4. Assignment Organization and Experience of the Team (5 pages maximum, not including resumes or examples)

- i. Describe proposed team organization, including identification and responsibilities of key personnel, including sub-consultants. Include only one-page resumes.
- ii. Describe the experience of the Team Manager and the experience that the proposed personnel have working on past efforts as a team.
- iii. Describe management approach to the assignment, locations where work will be done, responsibilities for coordination with the District, lines of communication necessary to maintain assignment on schedule.
- iv. Describe a proposed 12-month schedule showing all facets of work that will meet the District's objectives and goals in a timely manor.
- v. Describe the Firm's capacity to perform the work, considering the firm's current and planned workload and the firm's current and planned work force.

5. Experience and Past Performance, Including Cost and Schedule Control (5 pages max not including examples/ 5 projects max)

- i. Include a summary of the past experience and performance of the Team Manager and Team on similar assignments. Include the following information:
 1. Owner, contact name and phone number
 2. Assignment description
 3. Budget and total dollar value of completed assignment
 4. Budgeted schedule and total time to completion

6. Firm's Local Experience (1 page maximum)

Describe the firm's experience and knowledge of District and local issues.

7. Creative Alternatives (1 pages maximum)

Discuss any creative solutions to meet the assignment’s objectives.

8. ATTACHMENTS - Examples of work product/experience, if desired (8 pages max)

Provide samples of past efforts.

9. Proposed Total Professional Fee and Fee Schedules Submitted Under Separate Sealed Cover

- i. Proposed fee shall be organized with appropriate breakdown into tasks.
- ii. Proposed Fee Schedule shall include an estimated timeline for completion of tasks 1, 2, 3 and 6.
- iii. Proposed fee shall not be the basis of award but will be used to evaluate the Consultant’s understanding of the proposed assignment.
- iv. Include the hourly rates of all staff that will charge directly to the project in FY18/19.
- v. Commit to a maximum 3% inflationary adjustment per year for FY19/20 and FY 20/21.

10. Exceptions to this RFQ

The Consultant shall certify that it has fully read the RFQ and takes no exceptions to this RFQ including, but not limited to the Consultant Services Agreement (attached). If the Consultant does take exception(s) to any portion of the RFQ, the specific portion of the RFQ to which exception is taken shall be identified and explained.

EVALUATION CRITERIA

The evaluation criteria and the respective weights that will be given to each criterion are as follows:

1. Executive Summary	25%
2. Identification of Prime Consultant	5%
3. Identification of Sub Consultants.....	5%
4. Project Organization and Experience	20%
5. Past Performance, Including Cost and Schedule Control	10%
6. Firm’s Local Experience	10%
7. Creative Alternatives	10%
8. Sample Attachments	10%
9. Proposed Fee	5%

IV. SELECTION PROCESS

The District intends to enter into negotiations with the top ranked firm. At this time, the District contemplates the use of a ONE-YEAR Time and Material Not to Exceed contract for the services requested. Contract may include a two-year extension, at District’s discretion. Negotiations will cover: scope of work, contract terms and conditions, office arrangements, attendance requirements and appropriateness of the proposed fee schedule.

After negotiating a proposed agreement that is fair and reasonable the District Manager will present a contract to the District’s Board for authorization to execute a contract with the responsive firm.

V. SELECTION SCHEDULE

The District anticipates that the process for selection of firms and awarding of the contract will be according to the following tentative schedule:

Proposal Due Date	May 4, 2018
Interview (TBD-If Necessary)	TBD
Board of Directors Approval	June 21, 2018
Final Selection and Notification	June 22, 2018

VI. SPECIAL CONDITIONS / ATTACHMENTS

None

VII. SUBMITTAL REQUIREMENTS

1. One (1) executed original marked "ORIGINAL" in red ink and three (3) copies of the Proposal shall be submitted. One single sealed Proposed Fee Estimate marked "FEE ESTIMATE" in red ink shall be submitted separate from the proposal. Emailed proposals will not be accepted. Submit one electronic copy of the proposal in PDF format (on CD, DVD or Thumb Drive). The Response shall be signed by an individual, partner, officer or officers authorized to execute legal documents on behalf of the Firm.
2. The Response Proposal must be received no later than **3:00 p.m.** local time, on or before **May 4, 2018** at the office of:

**San Lorenzo Valley Water District
13060 Highway 9
Boulder Creek, CA 95006**

Attn: District Secretary (Holly Hossack)

Failure to comply with the requirements of this RFP may result in disqualification. Questions regarding this RFQ shall be submitted in writing to **hmorrison@slvwd.com**.

AGREEMENT FOR PROFESSIONAL SERVICES
by and between the
SAN LORENZO VALLEY WATER DISTRICT (District)
and
XYZ (Consultant)

PREAMBLE

This agreement for the performance of professional services (“Agreement”) is made and entered into on this **X** day of **June, 2018** (“Effective Date”), by and between **XYZ** with its principal place of business located at **ABC** (“Consultant”) and the San Lorenzo Valley Water District, a California County Water District, with its principal place of business located at 13060 Highway 9, Boulder Creek, CA 95006 (“District”). District and Consultant may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A.** District desires to secure professional services as described in Exhibit A, entitled “Scope of Services”; for **COMMUNICATION AND OUTREACH SERVICES**.
- B.** Consultant represents that it possesses the professional qualifications and expertise to provide such services and
- C.** The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. SCOPE OF SERVICES

Except as specified in this Agreement, Consultant shall furnish all technical, legal and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as “Services”) to satisfactorily complete the work required by District at its own risk and expense. Services to be provided to District are more fully described in Exhibit A, entitled “Scope of Services.”. All of the exhibits referenced in this Agreement are attached and incorporated by this reference.

2. TERM OF AGREEMENT

Consultant shall provide the services under the requirements of this Agreement commencing upon the date of execution of this Agreement by the parties. Consultant shall complete services within the time limits set forth in Scope of Services or as mutually determined in writing by Parties.

3. RESPONSIBILITY OF CONSULTANT

Consultant shall be responsible for the quality, technical accuracy, and coordination of services furnished by it under this Agreement as outlined in Exhibit A. Consultant will endeavor to provide services in a manner consistent with the level of care and skill ordinarily exercised by other professionals providing the same service in the same locale. Consultant shall be solely responsible to District for the performance of

Consultant, and any of his or her employees, agents, subcontractors, or suppliers, under these Agreement Documents.

4. RESPONSIBILITY OF DISTRICT

- A. The District Manager, or designee, shall be District's authorized representative and will ensure all required budget, purchase orders, service orders and any other internal documentation necessary to comply with the terms of this Agreement are properly and timely prepared in order to enable Consultant to commence and continue services according to terms of the Agreement.
- B. On behalf of District, the District Manager, or designee, shall be District's authorized representative in the interpretation and enforcement of all work performed in connection with this Agreement. The District Manager, or designee, shall render decisions in a timely manner pertaining to documents submitted by Consultant in order to avoid unreasonable delay in the orderly and sequential progress of Consultant's services. Consultant shall promptly comply with instructions from District Manager or designee. The District Manager will ensure all required budget, purchase orders, service orders and any other internal documentation necessary to comply with the terms of this agreement are properly and timely prepared in order to enable Consultant to continue services according to the terms of this Agreement.

5. PAYMENT OF COMPENSATION

- A. In consideration for Consultant's performance of services, District shall pay Consultant for all services rendered by Consultant pursuant to Consultant's Standard Rate Schedule, the current version of which is outlined in Exhibit B, "Services Fee Schedule." Payments made by District under this Agreement shall be the amounts charged for Services provided and billed by Consultant, subject to verification by District, pursuant to the standard rates set forth in the "Services Fee Schedule" attached as Exhibit B. Consultant may begin services prior to the effective date of this agreement at its own risk, with the understanding that, upon District approval, District may choose to compensate consultant for services performed prior to authorization by District's Board of Directors, with the limits of the District Manager's authority.
- B. Consultant shall bill District on a monthly basis for services provided by Consultant during the preceding month, subject to verification by District. Payment to Consultant for services will be made within thirty (30) days of date of Consultant invoice.
- C. Compensation for the services hereunder shall be on a time and material basis, with a total contract not-to-exceed limit of \$\$\$ unless changed in writing by District.

6. RIGHT TO TERMINATION

Both parties reserve the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice to the other party. As of the date of termination, Consultant shall immediately cease all services hereunder, except such as may be specifically approved by both Consultant and District's authorized representative. Consultant shall be entitled to compensation for all services rendered

prior to termination and for any services authorized by the authorized representative thereafter.

7. NO ASSIGNMENT OF AGREEMENT/SUCCESSORS IN INTEREST

This Agreement is a contract for professional services. District and Consultant bind themselves, their partners, successors, assigns, executors and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of both parties.

8. NO AGENCY

Consultant shall not have authority, expressed or implied, to act on behalf of District as an agent, or to bind District to any obligations whatsoever, unless specifically authorized in writing by the District Manager or authorized representative.

9. NO THIRD-PARTY BENEFICIARY

This Agreement shall not be construed to be an Agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. CONSULTANT IS AN INDEPENDENT CONSULTANT

It is agreed that in performing the work required under this Agreement, Consultant and any person employed by or contracted with Consultant to furnish labor and/or materials under this Agreement is neither an agent nor employee of District. Consultant has full rights to manage its employees subject to the requirements of the law.

11. CONFIDENTIALITY OF MATERIAL

All memoranda, specifications, plans, data, drawings, descriptions, documents, discussions or other information received by or for Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant and shall not, without the prior written consent of District, be used for any purposes other than the performance of the services nor be disclosed to an entity not connected with performance of the services. Nothing furnished to Consultant, which is otherwise known to Consultant or becomes generally known to the public or is of public record, shall be deemed confidential.

12. RIGHT OF DISTRICT TO INSPECT RECORDS OF CONSULTANT

District, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant's compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to District. District shall disallow any expenses not so recorded.

Consultant shall submit to District any and all reports concerning its performance under this Agreement that may be requested by District in writing. Consultant agrees to assist

District in meeting District's reporting requirements to the State and other agencies with respect to Consultant's services hereunder.

13. CORRECTION OF SERVICES

Consultant will be given the opportunity and agrees to correct any incomplete, inaccurate or defective services at no further cost to District, when such defects are due to the negligence, errors or omissions of Consultant.

14. FORCE MAJEURE

The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of any public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes and unusually severe weather if Consultant shall, within ten (10) days of the commencement of such condition, notify the District Manager who shall thereupon ascertain the facts and extent of any necessary delay, and extend the time for performing services for period of enforced delay when and if the District Manager's determination shall be final and conclusive upon the parties to this Agreement.

15. FAIR EMPLOYMENT

Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, condition of physical handicap, religion, ethnic background, or marital status, in violation of state or federal law.

16. HOLD HARMLESS/INDEMNIFICATION

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold District, its Board members, officers, and employees, harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her sub-consultants or anyone for whom Consultant is legally liable.

Consultant is not obligated to indemnify District in any manner whatsoever for District's own negligence.

17. INSURANCE REQUIREMENTS

A. Without limiting Contractor's indemnification of District, and prior to commencing any Services required under this Agreement, Consultant shall purchase and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

1. Commercial General Liability Policy (bodily injury and property damage):
Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal Injury

2. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
3. Comprehensive Business Automobile Liability Insurance Policy with policy limits at minimum limit of not less than one million dollars (\$1,000,000) each accident using. Liability coverage shall apply to all owned, non-owned and hired autos.
4. Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of Consultant. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim/aggregate.

B. EVIDENCE OF COVERAGE

Prior to commencement of any services under this Agreement, Consultant, shall, at its sole cost and expense, purchase and maintain not less than the minimum insurance coverage with endorsements and deductibles indicated in this Agreement. Consultant shall file with District all certificates for required insurance policies for District's approval as to adequacy of insurance protection.

18. AMENDMENTS

It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties and incorporated into this Agreement. Such changes, which are mutually agreed upon by District and Consultant, shall be incorporated in amendments to this Agreement.

19. WAIVER

No term or provision hereof shall be deemed waived and no default or breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented to such breach. The consent by any party to, or waiver of, a breach or default by the other shall not constitute a consent to, waiver of, or excuse for, any other different or subsequent breach or default.

The failure of either party to insist upon or enforce strict conformance by the other party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such party's right unless made in writing and shall not constitute any subsequent waiver or relinquishment.

20. INTEGRATED DOCUMENT - TOTALITY OF AGREEMENT

This Agreement embodies the Agreement between District and Consultant and its terms and conditions. No other understanding, agreements, conversations or otherwise, with any officer, agent or employee of District prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this

Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon District.

Agreement Documents comprise the entire Agreement between District and Consultant concerning the work to be performed for this project. Agreement Documents are complementary; what is called for in one of the Agreement Documents is binding as if called for by all of them.

21. SEVERABILITY CLAUSE

In the event any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

If any part of this agreement is for any reason held to be excessively broad as to time, duration, geographical scope, activity or subject, it will be construed, by limiting or reducing it, so as to be enforceable to the extent reasonably necessary for the protection of the parties.

22. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to District addressed as follows:

Brian C. Lee
District Manager
San Lorenzo Valley Water District
13060 Highway 9
Boulder Creek, CA 95006

And to Consultant addressed as follows:

XYZ

23. STATUTES AND LAW GOVERNING AGREEMENT

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

24. WAIVER OF CONSEQUENTIAL DAMAGES

District and Consultant mutually agree to waive all claims of consequential damages arising from disputes, claims, or other matters relating to this Agreement.

25. DISPUTE RESOLUTION

A. Unless otherwise mutually agreed to by the Parties, any controversies between Consultant and District regarding the construction or application of this Agreement, and claims arising out of this agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request that the Superior Court, State of California, County of Santa Cruz appoint a mediator. The mediation meeting shall not exceed one day or eight (8) hours. The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. Mediation under this section is a condition precedent to filing an action in any court. In the event any legal action or proceeding is commenced to interpret or enforce the terms of, or obligations arising out of this Agreement, or to recover damages for the breach thereof, the Party prevailing in any such action or proceeding shall be entitled to recover from the non-prevailing Party all reasonable attorneys' fees, costs and expenses incurred by the prevailing Party.

26. VENUE

In the event that suit shall be brought by either Party, the Parties agree that the venue shall be exclusively vested in the state courts of the State of California, County of Santa Cruz, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Jose.

27. SIGNATURES

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Consultant and District.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

SAN LORENZO VALLEY WATER DISTRICT,

 Brian C. Lee
 District Manager
 San Lorenzo Valley Water District

 XYZ

Approved as to form:

 Gina Nicholls,
 District Counsel