



**WATER DEPARTMENT  
MEMORANDUM**

DATE: November 5, 2012  
TO: Water Commission  
FROM: Deputy Water Director/ Engineering Manager  
SUBJECT: Water Commission Work Plan – Public Education and Communication Plan

---

**Recommendation:** That the Water Commission review and provide comments on the Request for Proposals for a Public Education and Communication Plan for Water Supply Reliability.

---

**Background:** At its regular meeting of August 27, 2012, the Water Commission received an item concerning the role of the Water Commission with regards to the all matters pertaining to the Santa Cruz Water System and in particular for the near-term, the Water Supply Project. Also at this meeting the Commission formed an Ad Hoc Committee for the purpose of assisting staff to better define the elements of the Water Commission’s work plan, including the approach towards engaging, educating and communicating with the public.

**Discussion:** Staff has met a couple of times with the Ad Hoc Committee to develop the attached draft Request for Proposals (RFP) for a Public Education and Communication Plan for Water Supply Reliability. The form of the RFP follows the City’s standardized template which the Commission is likely unfamiliar with. In order to assist you with your review, rather than attending to format or procedures, please focus your attention primarily on the description of services requested and scope of the work. Your particular attention is directed to:

- Project Description on page 1
- Sections 1.1 through 1.3 Summary Scope and Background on pages 2 and 3
- Section 2: Specifications on pages 5 – 8
- Section 3.5 Proposal Evaluation on pages 9 and 10

The RFP Schedule on page 8 shows that staff intends to bring the negotiated scope of work and budget to the Commission in February and that this project is likely to begin in mid-March.

Attachments

Draft Request for Proposals for a Public Education and Communication Plan for Water Supply Reliability

NOTICE INVITING PROPOSALS FOR  
**Public Education and Communication Plan for Water Supply Reliability for the City of Santa Cruz**

**Proposals Due:** December 6, 2012 AT 4 P.M.

**Deliver proposals to:**  
**City of Santa Cruz Water Engineering Office**  
**ATTN: Linette Almond**  
**212 Locust St., Suite C**  
**SANTA CRUZ, CA 95060**

**Project Description:**

The City of Santa Cruz is seeking qualified consultants to submit proposals to develop and implement a **Public Education and Communication Plan** in support of its Integrated Water Plan. The purpose of the Plan is to ensure that customers, businesses, and the electorate understand the role of sustainable water supply in maintaining a viable community in preparation for a 2014 vote on the City's current water supply augmentation project. The Plan will include assessments, inventories, process development, and materials development to reach target audiences using the method and message that best fits each circumstance. This Plan will incorporate social marketing concepts, identifying barriers to communication, designing and implementing an effective public education and communications plan and evaluating the impact once it has been implemented across the community. The plan may include but is not limited to image/branding and materials development, outreach, education, community involvement, media relations, and marketing.

**For More Information :**

The Request for Proposals document, dated **November 7, 2012**, may be obtained from the Water Engineering Office, 212 Locust St., Suite C, Santa Cruz, California, 95060. For additional information or assistance, contact Linette Almond, Deputy Water Director/ Engineering Manager, at 831/420-5200, FAX 831/420-5201, email [lalmond@cityofsantacruz.com](mailto:lalmond@cityofsantacruz.com).

**Question Cut off Date:** If you have any questions concerning this solicitation, please email [lalmond@cityofsantacruz.com](mailto:lalmond@cityofsantacruz.com); oral questions are not permitted. Consultants may submit questions until seven (7) business days prior to proposal due date. The City will endeavor to respond to questions in a timely manner. Staff reserves the right to contact any firm/consultant for clarification after questions are received. An addendum containing responses to all questions will be emailed to all RFP holders. To be listed as a holder and ensure the receipt of addenda, please provide an email address to Linette Almond, Deputy Water Director/ Engineering Manager, at 831/420-5200, FAX 831/420-5201, email [lalmond@cityofsantacruz.com](mailto:lalmond@cityofsantacruz.com).

To learn solicitation results, email Linette Almond after the due date. Please note, as a cost saving measure, **City offices are closed every Friday**; please plan accordingly.

The City reserves the right to reject any or all proposals and waive any informality or minor defects in proposals received.

## **1. GENERAL INFORMATION FOR CONSULTANTS**

### **1.1 Summary Scope of Work**

The City of Santa Cruz Water Department is asking qualified firms to submit proposals for developing a Public Education and Communication Plan in support of its Integrated Water Plan and to ensure that customers, businesses, and the electorate understand the role of sustainable water supply in maintaining a viable community in preparation for a 2014 vote on the City's current water supply augmentation project. This request for proposals (RFP) covers services which consist of the following tasks:

- Review relevant water planning documents such as the Integrated Water Plan, the 2010 Urban Water Management Plan, and the City's General Plan
- Review correspondence to City Council and Water Commission regarding water supply planning including comments received on the above mentioned documents
- Review local newspaper articles and other media regarding water supply sustainability
- Prepare a Public Education and Communications Gap Analysis with recommendations to evaluate the practice and capacity of the City of Santa Cruz Water Department in effectively communicating issues related to sustainable water supply, and existing products, activities, and opportunities
- Needs Assessment Report with recommendations to determine what needs are being addressed by others and what products are available that help fulfill the goal of the Public Education and Communication Plan.
- Public Education and Communication Plan to include:
  - Identification of public education goals
  - Process to identify issues of highest priority
  - Process to identify target audiences (those that would have the greatest impact on the issues of highest priority)
  - Process to determine means to reach the target audiences
  - Implementation schedule
- Full implementation of the consultant-developed Public Education and Communication Plan with assistance from City staff

This project will be overseen by the Deputy Water Director/ Engineering Manager, who may receive input and advice from an Advisory Committee that may include people, organizations, agencies, and others representing various customer classes and issues.

### **1.2 Background**

The City of Santa Cruz Water Department is a municipal utility that provides water service to a geographic area that includes the entire City of Santa Cruz, adjoining unincorporated areas, a small part of the City of Capitola, and coastal agricultural lands north of the City. The current population is approximately 92,000. With a pleasant climate and many recreational attractions, the region is a prime visitor destination in the summer months. It is also home to the University of California, Santa Cruz, which currently enrolls some 16,500 students during the academic year.

#### Overview of Water Supply Challenges

The City of Santa Cruz faces two major challenges in meeting its present and future water supply needs. The primary water management problem is the lack of adequate water supply during periods of drought. The second key challenge involves the ongoing reduction in available supplies to improve habitat

conditions for threatened steelhead and endangered salmon species. Exactly how much water will be reduced in future years compared to the past is uncertain. This matter remains a subject of negotiation between the City and regulatory agencies and continues to evolve over time.

The City has been pursuing possible new water supplies for the past 25 years to address the problem of periodic imbalances between available supply and demand, and to plan for future growth. In 2005, the Santa Cruz City Council unanimously adopted an Integrated Water Plan as the City's long-term water resource strategy, which recommended the following three components:

1. Conservation - Reduce water demand and increase water use efficiency in all years through long-term water conservation measures,
2. Use Curtailment – Further reduce water use, by up to 15 percent, through temporary water restrictions in drought years, and
3. Supplemental Supply – Diversify the City's water supply through the construction of a 2.5 mgd seawater desalination facility (with the ability to expand the plant to 4.5 mgd to meet future needs through 2030).

The adopted Integrated Water Plan involves cooperating with the neighboring Soquel Creek Water District, which is also looking to secure a long-term supplemental source of water to reduce its reliance on well water and avert the threat of seawater intrusion in local groundwater aquifers. The City and Soquel Creek Water District have created a joint task force and have undertaken numerous technical investigations and projects, including a pilot desalination plant program, to explore the possibility of desalination as a new, shared water source to complement the regions' existing surface and groundwater supplies. The project is currently undergoing a thorough and extensive environmental review process.

The desalination project is the subject of public debate in the community with some members of the community appealing to the City to seek alternatives to this project, which include further water conservation efforts. Local community values strongly favor environmental protection and some perceive the need for this project only as contributing pressure for unwanted growth. Other objections include its energy requirements, impacts on marine life, and its cost. The City has committed to voter approval of the desalination project, which is anticipated to occur in 2014.

### **1.3 Reference Documents**

The following documents are available via the City's website:

1. 2010 Urban Water Management Plan (Water Department page/Reports and Publications Online)
2. Integrated Water Plan – June 2003 and EIR documents (Water Department page/Reports and Publications Online)
3. General Plan 2030 (Planning Department page/General Plan Update 2030)

### **1.4 NOT USED**

### **1.5 Contact**

If you have any questions concerning this solicitation, please, email [lalmond@cityofsantacruz.com](mailto:lalmond@cityofsantacruz.com); oral questions are not permitted. Consultants may submit questions until seven (7) business days prior to proposal due date. The City will endeavor to respond to questions in a timely manner. Staff reserves the right to contact any firm/consultant for clarification after questions are received. An addendum containing responses to all questions will be emailed to all RFP holders. To be listed as a holder and ensure the receipt

of addenda, please provide an email address to Linette Almond, Deputy Water Director/ Engineering Manager, at 831/420-5200, FAX 831/420-5201, email [lalmond@cityofsantacruz.com](mailto:lalmond@cityofsantacruz.com).

To learn solicitation results, email Linette Almond after the due date. Please note, as a cost saving measure, **City offices are closed every Friday**; please plan accordingly.

### **1.6 Proposal Deadline**

Proposals are due by **4PM on December 6, 2012**. All proposals will be delivered to the **City of Santa Cruz Water Engineering Office, 212 Locust St. Suite C, Santa Cruz, California, 95060** before the due date. **Late proposals may not be considered.**

Consultants will deliver four (4) printed and bound originals of the proposal in a sealed envelope before the due date. Consultants will submit Section 8 (Fee Schedule) in a separate sealed envelope within the proposal envelope. Consultants will also email a *copy* of the proposal and any attachments, excluding the Section 8 (Fee Schedule) to [lalmond@cityofsantacruz.com](mailto:lalmond@cityofsantacruz.com) on the next business day after the due date. The City prefers for proposals to be printed on recycled paper and bound in an easily recyclable format. Email submissions will not be accepted if the corresponding bound originals are not submitted before the due date and time.

Please note that **the due date for proposals falls on a Thursday**, as City offices are closed every Friday.

### **1.7 NOT USED**

### **1.8 Proposal Evaluation and Award**

A contract for the **Education and Communication Plan** will be awarded based on the following criteria:

1. Proposal is responsive when received on time and completed per instructions,
2. Proposal is compliant with specifications and industry standards, and
3. Evaluation and consideration of information provided in accordance with section 7 of this RFP.

The contract will be awarded on an all or nothing basis and is tentatively scheduled to begin **March 2013**.

Consultants have the right to take exception to the specifications or terms to this solicitation. Any exceptions taken must be explained in the proposal. Any exceptions that contradict the City's terms and conditions, or contain provisions that are not in the best interest of the City will disqualify the Consultant. If exceptions are not explained, the Consultant will comply with the specifications as stated in this solicitation.

The City reserves the right to reject any or all proposals and waive any informality or minor defects in proposals received.

### **1.9 Organization of this RFP Document**

The Request for Proposals (RFP) is organized in these sections:

**Section 1- General Information to Consultants:** Contains summary scope of work, contact information, proposal due date, and general background information.

**Section 2- Specifications:** Provides details regarding the contract requirements.

**Section 3- Process Instructions:** Contains the tentative RFP schedule, explains how the proposals will be evaluated, and presents administrative information on the conduct of the RFP process.

**Section 4- Terms and Conditions:** Details the City's standard contract terms and conditions.

**Section 5- Acknowledgement of Receipt Form:** Informs City of Consultant's intent to submit proposal.

**Section 6- Proposal Cover Page:** Provides basic Consultant contact information and an authorized signature accepting the City’s terms and conditions as stated in this solicitation.

**Section 7- RFP Questionnaire:** Presents questions for Consultant response.

**Section 8- Fee Schedule:** Provides format for submitting pricing. Fee Schedules will include all costs incidental to completing the **Public Education and Communication Plan** according to this solicitation. The Fee Schedule will be submitted in a separate sealed envelope with the proposal.

## SECTION 2: SPECIFICATIONS

### 2.1 Project Overview

The selected consultant is expected to provide a full range of professional and technical services including reviewing relevant water planning documents such as the Integrated Water Plan, the 2010 Urban Water Management Plan, and the City’s General Plan, understanding the information needs of the City’s water customers, businesses, and electorate, and developing and implementing an effective public education and communication plan with products including written materials, handouts, bill stuffers, presentations, and videos with the goal of ensuring that customers, businesses, and the electorate understand the role of sustainable water supply in maintaining a viable community in preparation for a 2014 vote on the City’s current water supply augmentation project.

The City is seeking a practitioner who is well-versed in public education and communications planning for public agencies and/or non-profit organizations who can work with elected officials, senior management team and staff to develop and implement an effective Public Education and Communications Plan.

In March 2012, the Santa Cruz City Council enacted Ordinance 2012-03 which codified a requirement for voter approval for the construction of a desalination plant. With a public review of the draft Environmental Impact Report on a regional desalination plant anticipated in early 2013, it is an appropriate time to develop and implement an effective public education and communication plan to educate the electorate about the role of sustainable water supply in maintaining a viable community. Some of the major issues facing the City are:

1. Long-term solution to an inadequate supply of water during drought
2. Decrease in water supply for consumptive use as a result of City’s Habitat Conservation Planning effort and protection of endangered species
3. Investments needed to maintain the reliability of the City’s aging water infrastructure
4. Continued support and knowledge of the City’s water conservation efforts
5. Community wide consequences of water supply shortages

Since the City has multiple responsibilities with diverse audiences, including partners, stakeholders and residents, a Public Education and Communications Plan will help create a consistent, unified voice that links diverse activities and goals and effectively communicates it to our audiences.

#### 2.1.1 Goal

The goal of this effort is to enhance our communications about the City’s complex water system and factors which may affect its supply sustainability. The Department seeks greater engagement by the community in order to leverage resources to most effectively communicate the Water Department’s programs, projects and challenges to the community in a transparent way. The Water Department’s vision is: *“To serve the community in a courteous, efficient, cost effective and environmentally sustainable manner,”* which is important for the Department to carry out its

mission “*To assure public health and safety by providing a clean, adequate and reliable supply of water.*”

If the public education and communication plan is effective, the Department’s diverse audiences will have a clearer understanding of the Department’s actions and plans; value the services and understand the costs associated with those services. The Department’s ability to provide these services will be enhanced through the promotion of successful work and there will be minimized impact of any negative publicity. A key measure of the plan’s success would be that the community and citizens have a thorough understanding of the City’s water system and supply sources and recognition of factors affecting its sustainability. .

### **2.1.2 Audience**

The Public Education and Communications Plan will be designed to target the following groups, who form the primary audience:

- A. City of Santa Cruz residents.
- B. City of Santa Cruz businesses.
- C. Water Department customers
- D. Elected officials/opinion leaders
- E. Media
- F. Community groups
- G. Department employees

There are continuous communications or interactions between the primary audiences listed above and the City’s Water Commission and City Council as well as staff in various Departments across the City. These interactions are primarily issue specific and range from presentations at meetings to media relations to marketing campaigns.

The City will provide the successful proposer with information on media coverage over the last two years.

## **2.2 Responsibilities**

### **2.2.1 Responsibilities of Consultant**

The firm will prepare a public education and communications plan that provides for and implements public education and communications. The required elements are as follows:

*Task I. Situation analysis and evaluation of existing communications.*

- a. The general level of awareness about water supply sustainability
- b. The ways by which the Department has been communicating with its primary audiences in the past
- c. How audiences perceive the water supply situation

*Task II. Segmentation of audiences.*

The Plan would make recommendations on the need for segmenting audiences for targeted messages and delivery tools.

*Task III. Identification and development of key messages.*

The Plan will determine the extent to which key messages need to be developed and tailored for different audiences using different tools.

*Task IV. Selection of appropriate communications tools/products.*

The Plan will identify which are the major sources of credible information for the different audience segments and identify the tools needed.

*Task V. Selection of appropriate communications channels.*

The Plan will identify the right communication medium depending on the type and content of the message to be delivered, our available resources and, more importantly, on how the particular audience prefers to receive the information.

*Task VI. Budget and resources required.*

The Plan must identify the budget and resources needed for implementing the plan. There is the need to have an implementation plan with prioritized initiatives and timeline.

*Task VII. Establish timeline.*

The Plan will establish a timeline for implementation of the plan. It would also identify obvious or potential events the City might capitalize on. These could be conferences that bring together key stakeholders, a local initiative or position.

*Task VIII. Implementation.*

The Plan will be implemented by the consultant with assistance from the City. The City currently lacks staff and expertise to implement the plan and must rely heavily on the consultant.

*Task IX. Monitoring and evaluation.*

The plan should include feedback loop mechanisms that can shed some light on what is and is not working well. It should include a process to identify which messages and tools are hitting the targets and which are missing and evaluate the extent of increased level of public knowledge frequently to provide time for adjustments.

There are three key deliverables to the project:

1. Brief project work plan following situation analysis and communications analysis
2. Public Education and Communications Plan. The plan, presented as a word document report, will have the following chapters:
  - a. Executive summary
  - b. Objectives
  - c. Audience
  - d. Messages
  - e. Public education tools/products
  - f. Communications channels
  - g. Resources
  - h. Timeline
  - i. Monitoring and evaluation
3. Final Report. A final report on the effectiveness of the Public Education and Communication Plan will be completed following the 2014 vote. The City expects a preliminary report be provided for review prior to the final report by the firm.

### **2.2.2 Responsibilities of City**

The City will:

- Provide background documents listed as well as any other information requested.
- Review and approve consultants work.
- Provide information and data on water supply, water system, water demand, and population; coordinate public meetings; and solicit input from customers.

- Coordinate review of deliverables at key milestones with the City’s Water Commission.

**2.3 Basic Qualification of Consultant**

Consultant will be able to:

- Provide all necessary professional and technical skills including relevant strategy formulation, education and communication, and product production; and
- Provide effective project management, public involvement and communications, technical writing, and graphical skills to successfully produce a Public Education and Communication Plan.

**SECTION 3: PROCESS INSTRUCTIONS**

**3.1 RFP Schedule**

The City will make every effort to adhere to the following schedule:

<b>Action</b>	<b>DATE</b>
1. Issue RFP	November 8, 2012
2. Acknowledgement of Receipt Form due	November 21, 2012
3. Deadline for submitting additional questions	November 21, 2012
4. City response to additional questions	November 28, 2012
5. Proposal due date	December 6, 2012
6. Proposal evaluation completed	January 11, 2013
7. Notice of intent to award	January 14, 2013
8. Water Commission review of proposed scope and budget	February 4, 2013
9. City Council approval of contract	February 26, 2013
10. Project commencement	March 12, 2013

**3.2 Proposal Format**

The City will not be liable for any expenses incurred by Consultants responding to this solicitation.

Proposals should be organized as follows:

1. **RFP Cover Page as described in Section 6 below:** Provides basic Consultant contact information and an authorized signature accepting the City’s terms and conditions as stated in this solicitation.
2. **Consultant Response to RFP Questionnaire as described in Section 7 below:** Answers should be complete and in the order presented. Make your proposal as short as possible and do not include generic marketing materials.
3. **Fee Schedule as described in Section 8 below:** Provide complete pricing for all items listed. Include all possible costs. Consultant will not be allowed to charge for costs not included in the proposal. The Fee Schedule will be submitted in a separate sealed envelope with the proposal.
4. **Optional Appendices or Exhibits:** Consultants may include sample reports, peer review reports, letters of recommendation, or other exhibits that may assist the City in favorably evaluating the Consultant. Do not include generic marketing materials.

Consultants have the right to take exception to the specifications or terms to this solicitation. Any exceptions taken must be explained in the proposal. Any exceptions that contradict the City’s terms and conditions, or contain provisions that are not in the best interest of the City will disqualify the Consultant. If exceptions are not explained, the Consultant will comply with the specifications as stated in this solicitation.

**3.3 Non-Response to RFP**

In the event your business decides not to submit a proposal, please return the Acknowledgement of Receipt Form, Section 5. It would be helpful if you indicated why your business did not wish to submit a proposal.

**3.4 RFP Addenda**

The City may determine it is necessary to revise any part of this solicitation. Revisions will be made by written addenda and it is the Consultant’s responsibility to comply with any addenda to this solicitation. Any addenda will be:

- Emailed to known interested Consultants, or
- Posted on the City’s website, [www.cityofsantacruz.com](http://www.cityofsantacruz.com), under Bidding Information, or
- Consultants may contact Linette Almond, Deputy Water Director/ Engineering Manager, at [lalmond@cityofsantacruz.com](mailto:lalmond@cityofsantacruz.com)

**3.5 Proposal Evaluation**

RFP responses will be evaluated and ranked according to the criteria below by an evaluation committee composed of City staff and Water Commissioners. The evaluation committee will open and review the proposals in confidence. Proposals will be available to the public after contract award. The Fee Schedule (Section 8) will not be part of the ranking of the proposals. Once the ranking of the proposals is complete, the Fee Schedule envelope from the highest ranked vendor will be opened for the purpose of beginning negotiations. Unopened envelopes will be returned to the vendors who are not the highest ranking vendor.

Criteria

Proposal’s strength, project approach, and proposed scope of work to produce expected results and meet project goals	30%
Technical qualifications and demonstrated experience of firm developing and implementing public education and communications plans for public agencies	30%
Firm’s and key personnel’s demonstrated experience with similar or related projects	15%
The Consultant’s ability to provide the required services in a timely manner	15%
	Total: 100%

**3.6 Optional Evaluation of Semi-Finalists**

After the initial proposal evaluation, the City may determine that additional information is needed to establish the final ranking of Consultants. The semi-finalists will be contacted and may be asked to:

- Make an oral presentation by responding to pre-established questions,
- Conduct a scenario-based demonstration of the service,
- Revise the submitted proposal for the purpose of obtaining best and final offers, and/or
- Provide additional information to assist City in determining the best value Consultant.

All semi-finalists will be given equal opportunity to provide the requested information to the City. Any oral presentations and/or demonstrations will be scheduled for a mutually agreed upon date and will be at no cost to the City.

The Evaluation Committee will use all information collected, with the exception of the fee schedule, to rank the semi-finalists in order of their ability to best meet the requirements of the City. The City will begin negotiating a firm contract with the highest ranked Consultant. If no agreement can be reached, negotiations will begin with the next ranked Consultant.

### **3.7 Contract Implementation**

The contract resulting from this solicitation is tentatively scheduled to begin **March 2013**. Upon award notification and prior to final contract approval, the successful proposer will be required to submit:

- a. Documentation of all credentials necessary to legally perform the services specified;
- b. A completed W9 form and, if applicable, non-resident withholding exemption form, if not already on file with the City; and
- c. Proof of a current City of Santa Cruz business tax certificate if the Consultant is located in, or performs services within, the city limits for more than 6 days annually.

The finalized contract will include the Specifications as listed in Section 2, the Consultant's response to Section 6 (RFP Cover Page), the Consultant's response to Section 7 (RFP Questionnaire), the Fee Schedule as described in Section 8, and any negotiated modifications agreed to by the parties.

### **3.8 Public Record**

Proposals received will become the property of the City. All proposals and any subsequent contracts will be subject to public disclosure per the "California Public Records Act," California Government Code, sections 6250 – 6270, once the City has awarded the contract resulting from this solicitation.

### **3.9 Award Protests**

The City desires to foster cooperative relationships with Consultants and to reach a fair agreement in a timely manner.

The City encourages Consultants to resolve issues regarding the solicitation requirements or the procurement process through written correspondence and discussions at least 5 business days prior to the proposal due date. This will allow the City time to research the validity of the protest and either issue an addendum to the solicitation, cancel the solicitation, or determine the protest to be unfounded and proceed with the solicitation. In the event the protest of specifications is denied and the protester wishes to continue in the protest process, the protesting Consultant must still submit a proposal in accordance with the proposal submittal procedures provided in this solicitation. Questions or concerns prior to the intent to award notice will be directed to:

Linette Almond  
email: [lalmond@cityofsantacruz.com](mailto:lalmond@cityofsantacruz.com)

Any Consultant who unsuccessfully bids on a city contract or any trade association representing workers who would have potentially been employed by such contract may formally protest a contract award. Protest letters regarding a formal contract award will be directed to:

City of Santa Cruz  
City Clerk Administrator  
809 Center Street, Room 9  
Santa Cruz, California 95060

Protests will be filed with the City Clerk's office no later than 5 business days after the written notice of intention to award has been distributed. Protest letters will include:

- The name, address, and telephone number of the protester;

- The solicitation title and due date;
- Name of City employee and Department designated as the contact in the original solicitation;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

The City Council will hear the protest prior to award of the contract. The protesting party may protest the City's or successful Consultant's failure to comply with the requirements of the Purchasing Ordinance or the solicitation documents. The protest must clearly set forth the basis for the protest; grounds not set forth in the written protest will not be considered by the City Council at the protest hearing. The City Council will sustain a protest if the protesting party demonstrates by clear and convincing evidence that, as specified above, the City would act improperly in awarding the contract. The decision of the City Council will be final.

## **4. STANDARD TERMS AND CONDITIONS**

### **4.1 Insurance Requirements**

*The successful Consultant only will be required to submit a certificate of insurance before commencement of work.*

Prior to the beginning of and throughout the duration of the contract, the Consultant will maintain insurance in conformance with the requirements set forth below. The Consultant will insure the City against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subcontractors.

#### **4.1.1 Certificate Requirements**

The City will be issued a Certificate of Insurance (a Memorandum of Understanding will not be accepted) with the following minimum requirements:

- Certificate(s) will show current policy number(s) and effective dates,
- Coverage and policy limits will meet, or exceed, requirements below,
- The Certificate Holder will be City of Santa Cruz, Risk Management, 809 Center St, Rm 7, Santa Cruz, CA 95060,
- Certificate will be signed by an authorized representative,
- An endorsement will be provided to show the City, its officers, officials, employees, and volunteers as additional insured.

#### **4.1.2 Minimum Scope and Limits of Insurance**

The Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. The City will be entitled to coverage for the highest limits maintained by the Consultant. Coverage will be at least as broad as:

- *Commercial General Liability (CGL): \$1,000,000* (Including products and completed operations)  
Proof of coverage for \$1 Million per occurrence for bodily injury, personal injury and property damage will be provided on Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL. If a general aggregate limit applies, either the general aggregate limit will apply separately to this project/location or the general aggregate limit will be twice the required occurrence limit.
- *Automobile Liability: \$1,000,000*

Proof of coverage for \$1 Million will be provided on ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), per accident for bodily injury and property damage.

- *Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance: \$1,000,000 per accident for bodily injury or disease.*

#### **4.1.3 Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- *Additional Insured Status*  
The City, its officers, officials, employees, and volunteers are to be covered as insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage will be provided in the form of an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of both CG 20 10 and CG 20 37 (if a later edition is used).
- *Primary Coverage*  
For any claims related to this contract, the Consultant's insurance coverage will be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers will be excess of the Consultant's insurance and will not contribute with it.
- *Notice of Cancellation*  
Each insurance policy required above will provide that the City will be notified of any coverage canceled with 30 days' prior written notice (10 days for non-payment).
- *Waiver of Subrogation*  
Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.  
The Worker's Compensation policy will be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.
- *Deductibles and Self-Insured Retentions*  
Any deductibles or self-insured retentions must be declared to and approved by the City. The City may at its option allow the Contractor to purchase coverage with a lower deductible or retention, or require the Contractor to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- *Acceptability of Insurers*  
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.
- *Verification of Coverage*  
Consultant will furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning will not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified

copies of all required insurance policies, including endorsements required by these specifications, at any time.

#### **4.1.4 Special Risks or Circumstances**

City of Santa Cruz reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

#### **4.2 Indemnification**

Consultant agrees to indemnify, defend, and hold harmless the City, its officers, agents and employees, from and against any and all claims, demands, actions, damages, or judgments, including associated costs of investigation and defense arising in any manner from Consultant's negligence, recklessness, or willful misconduct in the performance of this agreement.

#### **4.3 Governing Law**

The contract will be construed and interpreted according to the laws of the State of California.

#### **4.4 NOT USED**

#### **4.5 NOT USED**

#### **4.6 Assignment**

The City reserves the right to cancel contract if the contract is assigned without written consent of the City.

#### **4.7 Subcontractors/ Subconsultants**

Subcontractors/Subconsultants to be used will be listed in the Consultant's proposal. Subcontracting of work after contract award and without prior approval of the City, may result in contract termination. If at any time, the City determines any subcontractor is incompetent or undesirable, Consultant will be notified and will be expected to immediately cancel the subcontract.

#### **4.8 Term of Contract**

The term of the contract will commence upon notification of award and continue for a period of one year, plus any renewals agreed to by the parties.

#### **4.9 Contract Renewal**

At the option of the City, this contract may be renewed annually under the same contractual terms and conditions and at the same price or price basis.

##### **4.9.1 Price Adjustments**

Pricing will remain firm for the first year of the contract. One price increase may be considered annually, on the anniversary date of the contract, as a result of:

- Supply price increases to the Consultant;
- Increases in Government or regulatory agency taxes, charges, or fees specific to the Consultant's trade; or
- Increases in the previous 12 month Consumer Price Index (all items, not seasonally adjusted, for all urban consumers) for San Francisco-Oakland-San Jose.

Any request for a price increase will be substantiated with documentation from a manufacturer or government agency and will be submitted by the Consultant in writing. The City will be the sole judge of acceptable price increases and the City may cancel the contract if a requested price increase is not acceptable.

#### **4.10 Termination of Contract**

The City or the Consultant may terminate the contract for convenience by providing written notice to the other party not less than 30 calendar days prior to an effective termination date.

The City or Consultant may terminate the contract for material breach of contract by providing written notice to the other party not less than 14 calendar days prior to an effective termination date.

Upon notice of termination, the Consultant will immediately take action not to incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. The City's only obligation to the Consultant will be just and equitable payment for materials and/or services authorized by, and received to the satisfaction of, the City up to and including the effective date of termination. All finished or unfinished materials, supplies, goods, or documents procured or produced under the contract will become property of the City upon the termination date. The City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting Consultant will be liable for the difference between the prices set forth in the terminated order and the actual cost to the City. In no event will the City be liable for any loss of profits on the resulting order or portion thereof so terminated. After the effective date of termination, Consultant will have no further claims against the City under the contract. Termination of the contract pursuant to this paragraph may not relieve the Consultant of any liability to City for damages sustained by City because of any breach of contract by Consultant, and City may withhold any payments to Consultant for the purpose of set-off until such time as the exact amount of damages due City from Consultant is determined.

The rights and remedies provided in this section will not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

#### **4.11 Safety**

All service(s) and item(s) provided will comply with applicable safety laws, regulations, and standards. Consultant will provide proof of compliance, if requested by the City.

#### **4.12 Government Regulations**

Consultant will comply with all federal, state, and local laws, standards, regulations, licenses, and permits related to the **Water Conservation Master Plan**.

##### **4.12.1 City of Santa Cruz Business Tax Certificate**

**Consultant** will maintain a current City of Santa Cruz business tax certificate if:

- a. **Consultant** is located in the City of Santa Cruz;
- b. Will perform physical work in the City of Santa Cruz for 6 or more days annually; or
- c. Will use company vehicles to deliver within the City of Santa Cruz for 6 or more days annually.

For additional information and licensing requirements, please call the Revenue and Taxation division at 831/420-5070.

#### **4.13 Not Used**

#### **4.14 Contract Pricing De-escalation**

Should the Consultant at any time during the life of this contract sell the same materials or service under similar quantity and delivery conditions to another customer at prices below those quoted to the City, such lower prices will be immediately extended to the City.

#### **4.15 Payment**

For the services performed, the City will pay the Consultant on a time-charge plus expense basis, as charges accrue. Consultant's salary expenses and non-salary expenses will be compensated at the rates set

for the in the fee schedule and in accordance with any terms set forth therein. Payment for the Consultant's services in carrying out the entire Scope of Work shall be made within the budget limit. Such payment shall be considered the full compensation for all personnel, materials, supplies, and equipment used by Consultant in carrying out the work.

Where conflicts may occur, the provisions of this section apply.

Salary expenses include the actual pay of personnel assigned to the project plus payroll taxes, insurance, sick leave, holidays, vacation, other fringe benefits, overhead costs, and fees. Chargeable time does not include time for meals or other personal time. Consultant shall not charge the City for personnel overtime salary at rates higher than those set forth in the fee schedule without the City's prior written authorization.

Non-salary expenses include travel, meals and lodging while traveling, materials (other than normal office supplies), shipping and reproduction costs, equipment rental, services of subconsultants and subcontractors, and other direct, identifiable project related expenses. Markups shall not be charged for non-salary expenses, subconsultants, or subcontractors.

The use of vehicles for travel, including rental vehicles, shall be paid at the current standard business mileage rate as established by the U.S. Internal Revenue Service. Commercial airline travel shall be reimbursed at coach class rates. Lodging, meals, and incidental expenses shall be reimbursed at the current per diem rates established by the U.S. General Services Administration for Santa Cruz County. Receipts must be provided for any single authorized expense incurred costing over \$75. Consultants shall be entitled to 75% of the prescribed meals and incidental expenses for the first and last day of travel and for one day travel if it is longer than 12 hours. It is expected that all expenses associated with travel incurred by the Consultant, while conducting activities on behalf of the City, will be at reasonable rates and that the Consultant will exercise prudence in incurring such expenses. Variations from the budget for each task are allowed with City approval when such variations are justified by statements indicating personnel time expended and submittal of a revised budget; however, in no event shall the total fee charged for the Scope of Work set forth exceed the budget limit without advance written City authorization in the form of a contract amendment or change order.

Unless otherwise specified in the fee schedule Consultant's fees shall be payable on monthly invoices. Invoices shall detail the time worked by each employee and class of employee on each task and the expenses incurred for which billing is made. Invoices shall indicate the percent completion of each work task as identified in Scope of Work and the overall percent completion of the total required services. The monthly invoices shall contain the following affidavit signed by a principal of the Consultant's firm:

*"I hereby certify as principal of the firm of (Insert Firm Name), that the charge of (Insert invoice amount) as summarized above and shown in detail on the attachments, is fair and reasonable, is in accordance with the terms of Agreement dated (Insert Agreement Date), and has not been previously paid."*

#### **4.16 Not Used**

#### **4.17 Optional Piggyback Provision**

Consultants are requested to indicate on the Proposal Cover Page if they will extend the pricing, terms and conditions of this contract to other government agencies. If so, Consultant will make this contract available to interested agencies for at least six months following the award of this contract. Interested government agencies may enter into their own contract with the successful Consultant. They may negotiate minor changes in terms and conditions.

#### **4.18 Equal Employment Opportunity**

The City of Santa Cruz strongly supports equal employment opportunities for all and requires its Consultants to ensure that effective policies and procedures concerning the prevention of illegal discrimination and harassment exist in their companies. In addition, all Consultants must be in compliance with all applicable Federal and State and local equal employment opportunity acts, laws, and regulations. The City's current Equal Employment Opportunity and Anti-Discrimination policies to which this provision applies may be viewed at

<http://www.codepublishing.com/CA/SantaCruz/?SantaCruz09/SantaCruz0983.html>.

#### **4.19 MacBride Principles and the Peace Charter**

City of Santa Cruz Resolution NS-19,378 (7/24/90) encourages all companies doing business in Northern Ireland to abide by the MacBride Principles and Peace Charter.

DRAFT

**SECTION 5: ACKNOWLEDGEMENT OF RECEIPT FORM [optional]**

**1. Acknowledgement of Receipt**

This Acknowledgement of Receipt Form will be signed and delivered to Linette Almond, **no later than 4 p.m. on November 21, 2012.** Fax form to 831-420-5231 or email form to [lalmond@cityofsantacruz.com](mailto:lalmond@cityofsantacruz.com).

The purpose of this form is to notify the City of Consultants interested in submitting a proposal and confirming receipt of all necessary information. Consultants who elect to return this form with the indicated intention of submitting a proposal will receive copies of the City's response to questions and RFP addenda, if any are issued. However, E-mail notifications sent to known potential Consultants are a convenience only.

The City may determine it is necessary to revise any part of this solicitation. Revisions will be made by written addenda and it is the Consultant's responsibility to comply with any addenda to this solicitation. Any addenda will be:

- Emailed to known interested Consultant s, or
- Posted on the City's website, [www.cityofsantacruz.com](http://www.cityofsantacruz.com), under Bidding Information, or
- Consultants may contact Linette Almond, Deputy Water Director/ Engineering Manager, [lalmond@cityofsantacruz.com](mailto:lalmond@cityofsantacruz.com).

In acknowledgement of receipt of this Request for Proposals the undersigned agrees that s/he has received a complete copy; beginning with page 1 and ending with page #.

This Consultant \_\_\_ does \_\_\_ does not (**check one**) intend to submit a proposal.

If not, please provide reason (to assist City in planning future solicitations):

---

Business Name:

---

Address:

---

Telephone Number:

---

Fax Number:

---

E-mail address:

---

Signature of Authorized Representative:

---

Printed Name of Authorized Representative:

---

DRAFT

**SECTION 6: PROPOSAL COVER PAGE**

**1. Proposal Deadline**

Proposals are due by **4PM on December 6, 2012**. All proposals will be delivered to the **City of Santa Cruz Water Engineering Office, 212 Locust St. Suite C, Santa Cruz, California, 95060** before the due date. **Late proposals may not be considered.**

Consultants will deliver four (4) printed and bound originals of the proposal in a sealed envelope before the due date. Consultants will submit Section 8 (Fee Schedule) in a separate sealed envelope within the proposal envelope. Consultants will email a *copy* of the proposal, excluding the Section 8 (Fee Schedule), and any attachments to [lalmond@cityofsantacruz.com](mailto:lalmond@cityofsantacruz.com) on the next business day after the due date. The City prefers for proposals to be printed on recycled paper and bound in an easily recyclable format. Email submissions will not be accepted if the corresponding bound originals are not submitted before the due date and time.

**2. Proposal Response Sheet**

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Santa Cruz “Request for Proposals for Public **Education and Communication Plan**” dated **November 7, 2012**, at the prices indicated herein.

The undersigned, under penalty of perjury, declares not to be a party with any other business to an agreement to bid a fixed or uniform price in connection with this bid.

The unsigned declares under penalty of perjury that she/he is authorized to sign this document and bind the business or organization to the terms of this contract.

The undersigned recognizes the right of the City of Santa Cruz to reject any or all bids received and to waive any informality or minor defects in bids received.

Consultant Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

3. **Addenda**

The City may determine it is necessary to revise any part of this solicitation. Revisions will be made by written addenda and it is the Consultant's responsibility to comply with any addenda to this solicitation. Any addenda will be:

- Emailed to known interested Consultants, or
- Posted on the City's website, [www.cityofsantacruz.com](http://www.cityofsantacruz.com), under Bidding Information, or
- Consultants may contact Linette Almond, Deputy Water Director/ Engineering Manager at [lalmond@cityofsantacruz.com](mailto:lalmond@cityofsantacruz.com).

How many addenda were issued for this solicitation? \_\_\_\_\_

DRAFT

## **SECTION 7: QUESTIONNAIRE**

Provide information requested below. Any omission may be cause for rejection of proposal. Answers should be complete and in the order presented. A simple "yes" or "no" response is not adequate.

Consultants have the right to take exception to the specifications or terms to this solicitation. Any exceptions taken must be explained in the proposal. Any exceptions that contradict the City's terms and conditions, or contain provisions that are not in the best interest of the City will disqualify the Consultant. If exceptions are not explained, the Consultant will comply with the specifications as stated in this solicitation.

### **Consultant's qualifications, experience, and references**

- 1) Describe business background and qualifications, including the year the business was established.
- 2) Provide qualifications and background (including years of service with the firm) of key personnel that will be assigned to provide this service to the City.
- 3) Provide a list of projects where Consultant assessed public education and communication measures and prepared a similar plan for a public agency or utility. Please provide a cross-reference table showing which project staff was associated with each project(s).
- 4) Provide the location of office that will be performing work for City of Santa Cruz.
- 5) Provide the names of three clients for whom your business currently provides, or has recently provided, the same scope of services. Include the name of the business, the name of a contact person, and the phone number.

### **Consultant's proposed work plan**

- 6) Clearly define all work your business proposes to do for the City. Explain your understanding of the project and the City's needs. Identify any unclear requirements and possible resolutions. Include a list of deliverables and a work schedule.
- 7) If you will subcontract portions of the work, list all subcontractors to be used. Include business name, address and phone number.

## SECTION 8: FEE SCHEDULE

Consultants will submit this section in a separate sealed envelope within the proposal envelope.

- Detail all costs, by task, including staff roles and rates for the Public **Education and Communication Plan**. Include all costs in your proposal. Consultant will not be allowed to charge for costs not listed in the proposal.
- Describe under what circumstances the City would be charged for additional work.

### **Early Pay Discount**

The City will take any early pay discount offered as long as the discount period is fifteen days, or greater. This amount will be calculated at the percent offered and will be applied as a discount to the bid total.

A \_\_\_\_% discount is offered for payment within \_\_\_\_ days.

DRAFT