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**CONTRA COSTA WATER DISTRICT
REQUEST FOR PROPOSAL #1799
CUSTOMER SURVEYS AND FOCUS GROUPS**

The Contra Costa Water District (District) is seeking proposals from qualified firms to provide professional services to conduct customer surveys and focus groups. In addition, firms would provide assistance in developing messaging and outreach strategies based on results.

The District serves a population of 500,000 people in central and eastern Contra Costa County in Northern California. The District, a retail and wholesale provider, supplies about half of its service area with water treated by the District. The primary water supply comes from the U.S. Bureau of Reclamation's Central Valley Project. The District operates and maintains a complex system of water transmission, treatment, and storage facilities for both treated and untreated water to its wholesale and retail customers.

The District last completed a customer survey and series of focus groups in 2013, polling customers about services provided. In 2017, the District intends to conduct follow-up surveys and focus groups. One project would specifically focus on collecting information to inform a water rate study scheduled to begin in early 2017. Additionally, the District seeks assistance in developing and testing messages with customers. Additional survey and focus group topics will be identified as needed. For purposes of this Request for Proposal, responding firms should base proposals on conducting tasks under the Scope of Work.

No faxed or email proposals will be accepted. Proposers must also provide with their hard copy proposals (paper) an electronic version on a flash drive containing all required documentation in Word/Excel PDF format.

A handwritten signature in black ink, appearing to read "Brian K. Jackson".

Brian K. Jackson
Purchasing Officer
Contra Costa Water District

A. SCOPE OF WORK:

Objectives

The selected consultant will work with the District to conduct and facilitate customer surveys and focus groups. The consultant would also assist the District in developing and testing messages ahead of public outreach. The consultant will focus on collecting information to inform a water rate study, and test messaging and outreach strategies at the conclusion of that study.

TASK 1 – Customer Surveys

Perform customer surveys on topics as necessary. Surveys should be conducted in a manner that will obtain an accurate sampling of customer opinions that correctly reflects the District's service population. The District requests that the chosen consultant conduct a proportionally correct, randomized sampling of clients from all classifications (commercial, single-family, and multi-family units) and geographical locations (city) within the service area using customer information provided by the District.

TASK 2 – Focus Groups

Perform focus groups to test messaging and outreach strategies. Use the same parameters outlined in Task 1 to reach customers.

TASK 3 - Messaging / Outreach Strategy

Assist District in preparing messaging and outreach strategy based on customer input from surveys and focus groups.

B. PROJECT SCHEDULE

Issue RFP	November 22, 2016
Technical Questions Due	December 5, 2016
Proposals Due Date	December 16, 2016
Conduct Interviews	Week of January 1, 2017
Results Communicated	January 2017
Contract Services Begin	January 2017

C. CONTACT INFORMATION

Inquiries regarding this RFP shall be submitted via email to Brian K. Jackson at bjackson@ccwater.com. All inquiries must include the name, phone number, address, and email address of the main contact person. Technical questions regarding the proposal should be submitted no later than **5:00 pm, Monday, December 5, 2016** to the following contact with "Water Rate Study RFP Question" listed as the subject line:

Jennifer Allen
Director of Public Affairs
Contra Costa Water District
jallen@ccwater.com

Responses to any questions received will be provided to all prospective proposers no later than **5:00 pm Wednesday, December 7, 2016.**

General questions regarding the District's RFP process or insurance requirements should be directed to: Brian K. Jackson at bjackson@ccwater.com.

D. PROPOSAL PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

- The proposal shall be organized and written to demonstrate the project team's approach to completing the work, including the use of outside resources (if any). The proposal shall include a clear and complete discussion of each task necessary to complete Customer Surveys and Focus Groups. Using the outline of the Scope of Work as a guide, describe each task in sufficient detail to present your approach. Discuss the reasons for any changes made to the outline of the Scope of Work.
- A list of projects and a brief description of each project to demonstrate the required experience. References, including names and telephone numbers of individuals who can verify time, budget, and quality of referenced work, must be provided for all qualifying project experience.
- Include a clear statement of project team responsibilities and reporting relationships, work structure for project control, allocation of staff identified by name for key tasks and method for in-house review of work products. Indicate the portion of time that key staff will be available to work on the project compared to each participant's current workload and the intended percentage of time to be worked by each key staff member and minimum percent commitment. Provide bios or résumés of key staff members. Proposed substitutions of key staff members shall meet or exceed the qualifications of personnel for whom they replace and be approved by the District. Indicate those tasks which the consultant assumes will be completed by District staff.

E. NUMBER OF PROPOSAL COPIES

Six printed copies of the proposal should be submitted, in addition to an electronic version of the proposal provided via flash drive.

F. SUBMISSION OF PROPOSALS

A responsive proposal must be submitted in a sealed envelope marked "**Customer Surveys and Focus Groups**" and plainly labeled with proposer's name, address and contact information. Cost information should be provided in a separate sealed envelope, which will

not be opened until the non-cost rankings of the firms have been completed. A completed proposal guarantee form should be submitted (Exhibit A).

Submittals must be received by the Purchasing Officer, Contra Costa Water District, 1331 Concord Avenue, Concord, CA 94520, **on or before 5:00 P.M. on Friday, December 16, 2016** Pacific Time. Late submittals will be returned unopened. All cost associated with a proposal will be borne by each proposer.

G. TIME AND LOCATION OF PROPOSER'S PRESENTATION

If determined necessary, interviews will be scheduled during the week of January 1, 2017. Proposers are requested to indicate their availability during this period as part their proposal. Proposers will be notified to arrange a specific interview date and time. The District will not be responsible for any cost of the proposer's travel or presentation.

H. EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect. Such period shall not be less than 120 days from the proposal due date.

I. EVALUATION OF PROPOSALS

The purpose of this RFP is to seek a consulting firm to provide customer surveys and focus groups. The firm that best meets the needs and requirements of the District will be selected.

The District intends to rank and select a qualified firm based on the following evaluation criteria. Ranking will be based on highest points weighted as indicated below, to determine a listing of the most qualified firms. In determining the number of points a firm will receive in each category, the District will consider the content and clarity of material presented, and any other relevant information provided.

1) **Qualifications of the Firm – 25 points**

- a. Expertise in conducting surveys and focus groups
- b. Firm experience working with public agencies and water utilities

2) **Project Team – 25 points**

This includes the experience of key personnel (project manager, lead analysts, and sub-consultants) their time commitment in the areas assigned, and estimated labor hours.

3) **Design & Implementation Approach – 25 points**

- a. Approach to designing and conducting appropriate surveys or focus groups
- b. Effectiveness of public outreach messages, methods and materials

4) **Cost – 25 points [provided separately in a sealed envelope]**

5) **Interview – Optional**

If deemed necessary by the District, this would include content of presentation, demonstrated ability to meet time constraints on previous projects, and presentation effectiveness. Also includes the understanding of the scope of work, proposed project management and unique/creative approaches to work.

J. RIGHT OF REJECTION BY THE DISTRICT

Notwithstanding any other provisions of this RFP, the District reserves the right to award this contract to the firm that is most qualified, best meets the requirements of the RFP, and not necessarily, to the lowest cost proposal. Further, the District reserves the right to reject any or all proposals prior to execution of the contract, with no penalty to the District.

K. FORM OF CONTRACT

The proposer that is selected to provide customer surveys and focus groups shall be required to enter into a written contract with the District in a form approved by legal counsel for the District. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract. The District reserves the right to negotiate the terms and conditions of the contract with the selected proposer. The District has provided for your review a sample Standard Services Agreement, which includes the District's standard contract terms and conditions (Exhibit B). A proposing firm is requested to submit six copies of any alternative contract documents they wish the District to consider. The District reserves the right to reject any and all proposals and supplemental documents.

If the selected firm does not execute an agreement within thirty (30) days after being notified of selection, the District may give notice to the firm of the District's intent to select the next most qualified firm.

L. INSURANCE REQUIREMENTS

The selected firm will be required to agree to the District's insurance requirements as outlined in Exhibit B – Sample Standard Services Agreement under the Insurance section. Your proposal should state the amount of insurance coverage your firm carries.

Contracts will be required to read and comply with the District's Safe Practices Handbook.

M. ADDITIONAL DISTRICT INFORMATION

Information about the District and its financial operations can be found on the District's website at www.ccwater.com.

N. REFERENCES

Please provide five client references, preferably of the same size and scope of this proposal including length of time managing their assets, client name, address and phone number.

O. FINAL COMMENTS

The District reserves the right to reject any and all proposals, cancel all or part of this RFP, and waive any minor irregularities and to request additional information from proposing firms. By requesting proposals, we are in no way obligated to award a contract or pay expenses of the proposing firms in connection with the preparation or submission of a proposal. If a firm responding to this request for proposal takes exception to any portion of this request for proposal, including the contract conditions and specified services, the firm must list the exceptions taken and recommend any proposed alternatives. The District expressly reserves the right to accept or reject any exceptions taken or alternatives proposed by your firm.

In submitting this proposal, your firm hereby certifies that it is genuine, and submitted without any collusion to secure any advantage over any other firm. We appreciate the efforts all the firms and their respective staffs have put forth in responding to this Request for Proposal.

Bids must be prepared in accordance with the following attachments:

A - Proposal Guarantee Form

B - Sample Professional Standard Services Agreement

C - District's Safe Practices Handbook

PROPOSAL GUARANTEE

TO THE CONTRA COSTA WATER DISTRICT, CONCORD, CALIFORNIA:

Pursuant to the foregoing notice to proposers, the undersigned proposer here with submits a proposal on the proposal sheet or sheets attached hereto and made a part hereof, and binds himself/herself on award by the Contra Costa Water District (District) under this proposal, to execute in accordance with such award a contract, of which this proposal and the said notice to proposers and the specifications attached to the notice to proposers shall be a part.

The proposer further agrees that should the proposer withdraw this proposal in a manner other than provided for in the specifications, or his/her default in executing the contract, {providing the necessary insurance and bonds}, or timely provision of {materials} {equipment} {services} under said contract in a manner satisfactory to District, the bidder/proposer shall pay any and all additional cost incurred by District in obtaining the {materials} {equipment} {services} from another firm.)

Signature: _____

Address: _____

(Corporate Seal)

Nature of firm (corporation, partnership, etc.) and names of individual members of the firm, or names and titles of officers of the corporation.

Corporation organized under the laws of the state of:

CONTRA COSTA WATER DISTRICT
Consulting Services Agreement

THIS AGREEMENT for consulting services is between Contra Costa Water District ("District") and _____ ("Consultant"). Consultant's address is _____, telephone _____, and fax number _____. Consultant is a [] corporation, [] partnership, [] individual, having taxpayer's identification or Social Security number _____, and professional license class and number _____.

1. The Agreement. District and Consultant agree that Consultant shall perform consulting services for District on the terms and conditions herein set forth in connection with District's _____ project _____ number _____ for _____. The following documents are attached hereto and are a part of this Agreement:

- Attachment A - Scope of Work
- Attachment B - Consultant's Rates and Charges
- Attachment C - General Contract Provisions

This Agreement, including said attachments, constitutes the entire agreement between the parties and supersedes any prior proposals, representations, or understandings. This Agreement may be modified only by a written amendment signed by each party.

2. Time of Performance. Unless otherwise stated in Attachment A, Consultant is authorized to commence performance of this Agreement upon its execution by the District and receipt of a Notice to Proceed from the District. Consultant shall complete all services covered by this Agreement no later than _____, unless this date is extended by District in writing. If Consultant fails to complete the services by said date, Consultant shall pay District as liquidated damages \$_____ per day of default.

3. Payment. Consultant shall at convenient intervals not more frequently than monthly submit itemized statements of services performed at the rates and charges in Attachment B. District shall pay for work satisfactorily performed within thirty (30) days after receipt of a statement. The total amount payable by District for Consultant's services pursuant to the Agreement shall not exceed \$_____ without the prior written approval of the District.

4. Termination. District may terminate this Agreement at any time by _____ days prior written notice to Consultant. Upon termination, District shall pay Consultant for all amounts due for service rendered up to the date of termination.

Dated _____

CONTRA COSTA WATER DISTRICT

By: _____

Title: _____

CONSULTANT

By: _____

Title: _____

**Consulting Services Agreement
Between Contra Costa Water District (District) and
_____ (Consultant)**

Dated _____

SCOPE OF WORK

Consultant shall provide:

- (Briefly describe service or services)

District shall provide the following services and facilities unless otherwise specified in any Task Order issued hereunder.

- (Describe District obligations, if any)

EXAMPLE

Consultant shall provide planning and engineering services which may include the following without limitation:

- Provide information on matters concerning urban development in East Contra Costa County, related to the impacts of potential needs for water services.
- Revise and update information in the Draft East County Water Services Status Report.
- Provide information concerning circulation, transmission, and distribution systems

District shall provide the following services and facilities unless otherwise specified in an Task Order issued hereunder.

- Timely access to land for field work;
- Reports, contracts, maps, and other data in District's possession necessary for completion of the services.

**Consulting Services Agreement
Between Contra Costa Water District (District) and
_____ (Consultant)**

Dated _____

CONSULTANT'S RATES AND CHARGES

Position Title (Additional description, if necessary) \$_____ per hour
Position Title (Additional description, if necessary) \$_____ per hour
Position Title (Additional description, if necessary) \$_____ per hour

EXAMPLE

Principal:	Development and Forensic Consulting	\$160.00 per hour
Principal:	Engineering/Land Planning/Surveying	126.00 per hour
Manager II:	Engineering/Planning/Project	126.00 per hour
Manager I:	Engineering/Planning/Project	108.00 per hour
Senior Professional *		90.00 per hour
Associate Professional *		75.00 per hour
Assistant Professional *		63.00 per hour
Drafter - Designer/Computer Technician		54.00 per hour
Secretary/Clerk/Technical Assistant		36.00 pre hour
One (1) Person Survey Crew		90.00 per hour
Two (2) Person Survey Crew		145.00 per hour
Three (3) Person Survey Crew		208.00 per hour

* Applies to all professional staff: Engineers, Planners, Surveyors, Architects and Landscape Architects

**Consulting Services Agreement
Between Contra Costa Water District (District) and
_____ (Consultant)**

Dated _____

GENERAL CONTRACT PROVISIONS

Each of the following provisions are incorporated in and are part of the above-captioned Consulting Services Agreement (Agreement).

1. Consultant an Independent Contractor. Consultant shall perform the consulting services under the Agreement as an independent contractor and not as an employee of District. Consultant shall be wholly responsible for the methods of performance. District shall have no right to supervise Consultant's performance, but shall have the right to observe it. Consultant shall work closely with District in performing the services.

2. Insurance. Consultant shall provide and maintain at all times during the performance of the Agreement the insurance listed below which insurance shall name District, its Directors, officers, and employees as additional insured on items (b) and (c). Consultant shall promptly furnish to District certificates of insurance and an endorsement to the policy evidencing that all described coverage is primary with respect to any other valid and collectible insurance possessed by the District. The District's insurance shall be considered excess insurance only. Consultant shall provide 30-days prior written notice to District of policy lapse, cancellation, or reduction or other material change in coverage.

- a) Worker's Compensation and Employer's Liability Insurance for protection of Consultant's employees as required by law and as will protect Consultant from loss or damage because of personal injuries, including death to any of its employees; Consultant shall require any subcontractor to provide evidence of such insurance as required by the State of California.
- b) Comprehensive Automobile Liability Insurance providing bodily injury liability and property damage, to protect Consultant and District against all liability arising out of the use of any owned, leased, passenger or commercial automobile, limits of liability shall not be less than \$1,000,000 combined single limit and \$2,000,000 aggregate.
- c) Commercial General Liability Insurance as will protect Consultant and District from any and all claims for damages for personal injuries, including death, or for damages to or destruction of the property of others, which may arise from the Consultant's operations under the Agreement. Said policy shall cover the indemnity provisions under the Agreement and shall provide a minimum of \$1,000,000 combined single limit coverage for each occurrence and \$2,000,000 aggregate.
- d) Professional Liability Insurance protecting Consultant and District, against claims arising out of negligent acts, errors, or omissions of Consultant pursuant to the Agreement, in an amount not less than \$1,000,000 combined single limit coverage and \$2,000,000 aggregate, on a claims made basis with a continuation of coverage extension for two years.

3. Payment of Prevailing Wages. If any personnel of Consultant or a subcontractor of Consultant performs work under the Agreement for which the general prevailing wage has been determined by the Director of the Department of Industrial Relations, consultant or subcontractor shall pay the prevailing wage for such work and shall comply with all applicable provisions of the California Labor Code Section relating to public works (Section 1720 and following).

4. Records and Documents. Consultant shall deliver to District all records, data and reports prepared or obtained in the performance of the Agreement which shall be and remain the property of District. Consultant shall permit District and its authorized representatives to examine, re-examine, make excerpts, transcribe and copy Consultant's books, documents, papers, materials, payrolls, records, accounts, computer disks, tapes and any and all data relevant to the Agreement at any reasonable time within three years after final payment under the Agreement. Consultant shall also permit District and its authorized representatives to audit and verify statements, invoices or bills submitted by Consultant pursuant to the Agreement. Consultant shall provide such assistance as may be reasonably required in the course of such examination and audit.

5. Compliance with Laws and Regulations. In the performance of the Agreement, Consultant shall comply with all applicable laws, statutes, ordinances, rules and regulations whether Federal, State or local, and shall also comply with the CCWD Consultant Safe Practices Handbook at all times when present on CCWD property or at the site(s) of public works being installed, altered, repaired or removed for the District. The signature page of the CCWD Contractor Safe Practices handbook shall be signed by the Consultant and submitted to the District. The Consultant shall provide copies of the Handbook to all Sub-Consultants.

6. Standard of Care. Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Agreement as would be exercised by a reasonable professional performing similar work under similar circumstances, and shall, at no cost to District, re-perform services which fail to satisfy this standard of care. All work of an engineering nature shall bear the stamp and signature of an engineer registered in the State of California.

7. Indemnification. If an action is filed in which it is claimed or alleged that any damages, injuries, or deaths arose out of, pertained to, or related to negligent acts, errors or omissions, recklessness, or willful misconduct of Consultant (or any person or organization for whom Consultant is legally liable), in the performance of the services for District, Consultant agrees, at its own expense, to defend District, its Governing Bodies, Directors, officers, employees and agents; provided that no settlement of a claim shall be made without the consent of District.

To the extent permitted by law, Consultant shall indemnify, save and hold harmless District, its Governing Bodies, Directors, officers, employees and agents from and against all claims, demands, costs and expenses, including reasonable attorney's fees, and liability for any damages, injuries or deaths arising out of, pertaining to, or relating to the negligent acts, errors or omissions, recklessness, or the willful misconduct of Consultant (or any person or organization for whom Consultant is legally liable), directly or indirectly related to the services provided

hereunder excepting therefrom only those claims, demands, or liability caused by the sole or active negligence, or the willful misconduct of the District. Consultant will reimburse District for any expenditure or fees District may make by reason of such matters.

To the extent permitted by law, Consultant shall also indemnify the District, its Governing Bodies, Directors, officers, employees and agent, against any and all claims, demands, costs and expenses at law or in equity including reasonable attorneys' fees, and liability, suffered or incurred on account of, or that may at any time arise out of, or are in any way connected with, any breach by Consultant, or its employees, agents, subconsultants, or subcontractors, of the obligations, covenants, or any other provisions of this Agreement.

This Section shall survive any expiration or termination of this Agreement.

8. Confidentiality. Consultant shall treat any information it may come to have relating to the Agreement with confidence, revealing information to third parties only with prior written approval of District.

9. Assignment. The Agreement shall not be assignable or transferable in whole or in part by Consultant, whether voluntarily or by operation of law provided, however, that Consultant with the prior written consent of District may subcontract that portion of the services for which Consultant does not have the facilities to perform. Any other purported assignment, transfer or subcontracting shall be void. Nothing in the Agreement shall be construed to give any right or benefit to anyone other than District and Consultant.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

11. Captions and Headings. Captions and headings in the Agreement are solely for convenience in locating certain provisions and shall not be construed as limiting, expanding, or otherwise affecting the provisions of this Agreement.

Probolsky Research

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San Francisco, CA 94105
www.probolskyresearch.com

CV Strategies

1295 Corona Pointe Court
Corona, CA 92879
<http://cvstrategies.com/>

MIG

800 Hearst Avenue
Berkeley, CA 94710
<http://www.migcom.com/>

Communications LAB

701 E. Chapman Avenue
Orange, CA 92866
<http://www.communicationslab.com/>

Katz & Associates

1161 Mission Street, 5th Floor
San Francisco, CA 94103
<http://www.katzandassociates.com/>

Public Consulting Group

148 State Street
Boston Massachusetts 02109
<http://www.publicconsultinggroup.com/>

Veronica Perez & Associates

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Los Angeles, CA 90017
<http://veronicaperez.com/>

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San Francisco, Ca. 94104

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Lighthouse Public Affairs

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