

**SOLANO COUNTY WATER AGENCY
REQUEST FOR PROPOSAL
IMPLEMENTATION OF A REGIONAL BAY AREA QUALIFIED WATER
EFFICIENT LANDSCAPER (BayQWEL) TRAINING PROGRAM**

**Responses to this Request for Proposal must be received by 4:30 pm on
Thursday, ~~September 27, 2018~~ **October 11, 2018****

INTRODUCTION

The Solano County Water Agency (SCWA) is seeking qualified consulting firms to submit proposals to administer and coordinate the implementation of a Regional Bay Area Qualified Water Efficient Landscaper (BayQWEL) Training Program. The project will involve work with SCWA and the following participating agencies (PAs), Alameda County Water District, City of Napa, Contra Costa Water District, East Bay Municipal Utility District, Santa Clara Valley Water District, San Francisco Public Utilities Commission, Sonoma Water and Zone 7 Water Agency (see map).

SCWA is seeking a diverse and highly qualified team who could become or already is an Adopting Professional Certifying Organization (PCO) for the Qualified Water Efficient Landscaper (QWEL) with experience in water-use efficiency program implementation for public utilities. The team's qualifications shall include authoritative credentials teaching the latest principles in landscape water-use efficiency and sustainability; demonstrated experience managing all facets (e.g., curriculum, instruction, grading, etc.) of training programs for industry professionals, promotional and educational purposes; a high level of marketing expertise conducive to successfully graduating the targeted number of participants and the creation of promotional value for participants; turnkey event management including logistics and communications; and efficient administrative processes to ensure timely attainment of program objectives and reliable reporting, including surveys and statistical analysis. The ideal proposer shall demonstrate strong industry support and engagement. As directed, the selected consulting firm may be required to collect and administer enrollment fees from participants.

This contract will be for a two-year term.

PROJECT BACKGROUND

QWEL is a U.S. Environmental Protection Agency (EPA) WaterSense certified program, developed by the Sonoma-Marin Saving Water Partnership, which serves as the parent Professional Certifying Organization.

QWEL is an affordable, local training and certification program that provides landscape professionals, designers, architects and others with twenty hours of classroom and hands-on training on principles of proper plant selection, irrigation system design, maintenance, programming, operation, and troubleshooting. The Regional Bay Area QWEL Program will take this program to the Bay Area region. Regional objectives for QWEL include

increasing landscape professionals', designers, and others awareness and compliance with local water-use restrictions and reducing long-term landscape water use through wider adoption of proper care, irrigation management and other maintenance practices for water-efficient landscapes.

SCOPE OF WORK

1. Logistics
 - a. Venue selection and management of venue including set up and clean up
 - i. Work with each PAs Project Manager in their service area
 - ii. Venues shall be determined by service area distribution
 - iii. Venue is subject to PAs approval
 - b. Provide class resources including computer, projector and the materials listed below in sufficient number to accommodate the class size:
 - i. Catch can kit with a minimum of 24 cans, including gauges for spray and rotors, and measuring wheel or tape
 - ii. Soil probes
 - iii. Irrigation valves to disassemble
 - iv. Irrigation controller panels powered by 9V batteries
 - v. Jar sedimentation soil tests
 - vi. Samples to pass around:
 1. Water meters
 2. Different types of irrigation valves
 3. Spray bodies
 4. Drip equipment
 5. Controller sensors
 6. Smart controllers
 - c. Per each PAs request, provide printed materials which may include the QWEL reference manual and/or other PAs educational materials.
2. Training Administration
 - a. Maintain status as Professional Certifying Organization (PCO) for QWEL throughout the contract period.
 - b. Manage enrollment for trainings with an approximate minimum of 20, and an approximate maximum of 40 participants per class, including managing a waitlist.
 - c. PAs can override minimum and maximum after discussion with PCO.
 - i. Host between 10 and 30 trainings throughout the PAs service areas during contract period (January 1, 2019 to December 31, 2020)
 - d. Delivery of QWEL curriculum through contracted instructors (resumes required) that have the following language fluency including technical language related to irrigation and water efficiency:
 - i. English
 - ii. Spanish
 - e. Administer exams through appropriate proctors per QWEL Policies and Procedures.

- f. Achieve an average QWEL certification rate of 75% of enrolled participants per contract period
 - g. Facilitate the grading and delivery of QWEL certification by U.S. mail and/or electronically.
 - h. Potentially utilize an online payment mechanism to collect participant fees to offset program costs, as applicable within PAs service area.
 - i. Send out post-training survey to graduates for feedback on material and instructor
 - j. Deliver survey results to applicable PAs.
3. Continuing Education Units (“CEU”) Administration
- a. Support and track graduate’s CEUs. Notify students when QWEL certification will expire.
 - b. Identify and distribute CEU opportunities to Sonoma-Marín Saving Water Partnership on behalf of the PAs.
 - c. Administer graduate database through QWEL website including:
 - i. Posting upcoming QWEL classes
 - ii. Entering exam grades
 - iii. Updating graduate profiles
 - d. Achieve recertification goal of 60% of graduates within contract period. QWEL certified professional are required to submit 2 hours of CEUs (continuing education units) each calendar year to maintain their certification.
 - e. Act as main point of contact for graduates about logging in, changing passwords, certification distribution, and any questions graduates may have.
4. Marketing and Outreach
- a. Marketing for individual classes per PAs request and regionally for all PAs.
 - b. Develop marketing plan for PAs.
 - c. Employ marketing strategies identified in marketing plan.
 - d. Contact information on marketing materials should be PCO.
 - e. All marketing must be approved by PAs prior to release.

5. Reporting

Report Type	Items to be included within Report
Semi-Annual Report (Results per class)	<ul style="list-style-type: none"> - Dates of completed class - Address of class venue - Language class was offered in - Number of attendees registered - Number of actual attendees - Number of exams completed - % of participants that passed exam - Dates of pending classes - List of organization each attendee is from - List of cities where each attendee works (if applicable) - Marketing strategies employed and anticipated - Survey results from participants
Prior to a class	<ul style="list-style-type: none"> - Number of participants registered - Number of participants on a waitlist (if applicable)
Final Report (due upon contract end)	<ul style="list-style-type: none"> - Summary narrative of all previous semi-annual reports - Concluding remarks on the successes and challenges of administering the program
On-Request	Any metrics as listed above and forthcoming

PROPOSAL REQUIREMENTS

Written Proposals shall include a discussion of the Respondent's approach to the project; identify key personnel including their skills, knowledge, experience and certifications; propose a project plan and schedule; and provide cost estimates. There is no page limit for the Proposal. However, it should be concise, well organized, and demonstrate the Respondent's understanding of the Project.

Interested parties shall provide detailed responses to the following in their proposals:

1. Describe your experience working with Regional projects.
2. Describe your team's experience operating and administering training programs for water, landscape, or other applicable industries.
3. Describe how you would implement the QWEL program content delivery and class logistics specific to the Bay Area.
4. Describe your experience and credentials in training programs, teaching QWEL, and the latest principles in landscape water use efficiency. If you do not have the necessary credentials, describe how you would obtain them.
5. Describe how you would increase and maintain steady QWEL class participation levels and achieve at least 75 percent QWEL certification rates.
6. Describe how you would achieve the 60% recertification rate.
7. Resumes identifying experience pertinent to the project of key personnel who would be assigned to this project.

8. Indicate role and responsibilities of your team's key personnel and all sub-contractors or staff in implementing the QWEL Training Program. The evaluation will consider the entire team, therefore no changes in team composition will be allowed without prior written approval by SCWA.
9. Describe your approach to enrolling a Spanish-speaking audience and delivering instruction in Spanish.
10. Describe your approach to administering certificates and CEU credits.
11. Describe how you would secure venues for use by QWEL, as needed by PAs.
12. Include a proposed project schedule starting with the Award of Contract.
13. Include a proposal for conducting the project that details tasks necessary to complete the project and estimated labor hours for each task. Final scope of work will be negotiated with the selected firm.
14. List three (3) successfully completed projects of similar nature with name of organization and Project Manager, telephone numbers, email address(es), type of work performed, and value of each contract. Contracting projects currently being performed may be submitted for consideration.

SUBMITTAL

A Contractor Selection Panel (Panel) will be established for this project and will include representatives from the Water Agency and representatives of the Participating Agencies. Based on the proposals submitted, the Water Agency's Panel will select a short list of qualified firms for this project. The Panel may interview the short-listed firms. Based on the Proposal and interview, the Panel will rank the finalists as to qualifications. **No supplemental information may be submitted after the conclusion of the interview. Any item(s) submitted after the interview will not be considered.**

The Panel will recommend the selected firm to the General Manager; and will request authority to enter into negotiations with the selected firm. The General Manager has final authority for selection.

Responses to this Request for Proposal must be **received by 4:30 pm PDT on Thursday, October 11, 2018**. Proposals and/or modifications thereto received after the hour and date specified above will not be considered and will be returned unopened to the Respondent. One executed original, clearly marked "original" on the cover plus five (5) copies of the proposal will be required. Also include an electronic copy of the proposal, saved as a PDF, onto a removable storage device such as a thumb drive or CD.

Responses are to be sent to:

Andrew Florendo, Water Conservation Coordinator
Solano County Water Agency
810 Vaca Valley Parkway, Suite 203
Vacaville, CA 95688

The Water Agency anticipates that the process for nominating and selecting a contractor, and awarding the contract, will be according to the following tentative schedule:

Advertise and issue RFP:	September 5, 2018
Addendum 1:	September 20, 2018
Proposal due date:	4:30 PM Thursday, October 11, 2018
Oral interviews:	Week of October 22 – 26, 2018
Selection and notification:	Tuesday, October 30, 2018
Approval of Contract:	December 13, 2018
Notice to Proceed:	January 2, 2019

The selection interviews will be held at the Solano County Water Agency administrative offices – 810 Vaca Valley Parkway, Suite 203, Vacaville

RIGHTS RESERVED TO SCWA

The Solano County Water Agency reserves the right to revise the RFP before the date proposals are due. Revisions to the RFP shall be distributed to all potential Respondent(s) and posted on-line. Respondent shall confirm in its Proposal the receipt of all addenda issued to this RFP. Respondent is not required to include copies of the actual addenda in its Proposal.

The Water Agency reserves the right to request additional information and/or clarifications from any or all proposers to this RFP. The Water Agency can withdraw this solicitation at any time without prior notice.

The Water Agency reserves the right to cancel, for any reason, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. If the Water Agency cancels or revises the RFP, all proposers will be notified in writing by the Water Agency.

This RFP does not commit the Water Agency to award a contract, to defray any costs incurred in the preparation of a Proposal in response to this RFP, or to procure or contract for work. The Water Agency reserves the right to award this contract to the contractor(s) determined to offer the quality, standards, and prices most advantageous to the Water Agency.

The Water Agency may decide not to award any contract to any Respondent to this RFP;

The Water Agency may award its total requirements to one Respondent or to apportion those requirements among two or more Respondents as the Water Agency may deem to be in its best interests.

The selected firm will be required to sign a Professional Services Agreement, a sample of which is attached, and to provide the Insurance Certificates and all other required

documentation within 15 calendar days of notification of award. Please state in your Proposal's Executive Summary your willingness to accept the agreement terms and conditions. If you require any changes, please include them in your Proposal, along with any proposed modifications to the standard terms and conditions. The Water Agency will consider your proposed modifications during the selection process and retain the right to reject any portion of your proposed modifications.

After approval of the Contract Agreement by the Solano County Water Agency Board of Directors, the Water Agency will send a written Notice to Proceed with the implementation of the Regional Bay Area Qualified Water Efficient Landscaper (BayQWEL) Training Program.

If you have any questions, please contact Andrew Florendo at 707-455-1111 or by e-mail at aflorendo@scwa2.com.

Name of Project: Regional Bay Area QWEL Program

SOLANO COUNTY WATER AGENCY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, **effective** _____, is between SOLANO COUNTY WATER AGENCY, a public agency existing under and by virtue of Chapter 573 of the 1989 statutes of the State of California, hereinafter referred to as "Agency," and _____, hereinafter referred to as "Contractor."

The Agency requires services for _____; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

The Agency hereby engages the Contractor, and the Contractor agrees to perform the services for _____, as described in Exhibit A, in accordance with the terms of this Agreement and any applicable laws, codes, ordinances, rules or regulations. In case of conflict between any part of this Agreement, this Agreement shall control over any Exhibit.

2. COMPENSATION

Compensation for services shall be as follows: Hourly rate of personnel plus any allowed reimbursable expenses based on unit costs as indicated on any allowed reimbursable expense in Exhibit B **not to exceed** \$ _____ for all work contemplated by this Agreement.

3. METHOD OF PAYMENT

Upon submission of an invoice by the Contractor, and upon approval of the Agency's representative, the Agency shall pay the Contractor monthly in arrears for fees and allowed expenses incurred the prior month, however in no event shall the cumulative total paid pursuant to this agreement exceed the maximum amount provided for in paragraph 2 of this Agreement. Every invoice shall specify hours worked for each task identified in Exhibit A undertaken.

Each invoice shall be accompanied by a spreadsheet showing, by month, costs incurred to date for the project broken down by the Tasks identified in Exhibit A. The spreadsheet shall show, for each task, budget amounts, total expended and remaining amounts. The spreadsheet shall show a subtotal for each fiscal year covered by the contract. Any amendments to the contract shall be listed and incorporated into spreadsheet. An example of a typical spreadsheet shall be provided by the Agency.

4. TIME OF PERFORMANCE

This Agreement shall become effective as of the date it is executed and said services will take place between this date and _____ as directed by the Agency.

5. MODIFICATION AND TERMINATION

This Agreement may be modified or amended only by written instrument signed by the parties hereto, and the Contractor's compensation and time of performance of this Agreement shall be adjusted if they are materially affected by such modification or amendment.

(Note: this paragraph is optional) Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing, by the Agency's General Manager.

This Agreement may be terminated by the Agency at any time, without cause, upon written notification to the Contractor. The Contractor may terminate this Agreement upon 30 days written notice to Agency.

Following termination by the Agency or the Contractor, the Contractor shall be reimbursed for all expenditures made in good faith in accordance with the terms of this Agreement that are unpaid at the time of termination.

6. PERMITS *(Note: include only if permits are required)*

Permits required by governmental authorities will be obtained at the Contractor's expense, and the Contractor will comply with local, state and federal regulations and statutes including Cal/OSHA requirements.

7. INDEMNIFY AND HOLD HARMLESS

When the law establishes a professional standard of care for the Contractor's services, to the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Agency, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons that arise out of, pertain to, or relate to the Contractor's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. The Contractor shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Contractor's performance or non-performance of the work hereunder, and shall not tender such claims to Agency nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.

Other than in the performance of professional services, to the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Agency, its directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out of the performance of the work or furnishing of materials; including but not limited to, claims by the Contractor or Contractor's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of the Agency, its directors, officers, employees, or authorized volunteers.

8. INSURANCE

By his/her signature hereunder, Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with such provisions before commencing the performance of the professional services under this agreement. Contractor and sub-contractors will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.

Contractor will file with the Agency, before beginning professional services, a certificate of insurance satisfactory to the Agency evidencing professional liability coverage of not less than \$1,000,000 per claim and annual aggregate, requiring 30 days notice of cancellation (10 days for non-payment of premium) to the Agency. Any insurance, self-insurance or other coverage maintained by the Agency, its directors, officers, employees, or authorized volunteers shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by the Agency. The retroactive date (if any) is to be no later than the effective date of this agreement. In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

Contractor will file with the Agency, before beginning professional services, certificates of insurance satisfactory to the Agency evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to the Agency. Any insurance, self-insurance or other coverage maintained by the Agency, its directors, officers, employees, or authorized volunteers shall not contribute to it. The general liability coverage shall give the Agency, its directors, officers, employees, and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by the Agency. In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

If any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the Agency at least ten (10) days prior to the expiration date.

9. COMPLIANCE WITH LAW (*Note: This section is optional*)

The Contractor shall be subject to and comply with all federal, state and local laws and regulations applicable with respect to its performance under this Agreement, including but not limited to, licensing, employment and purchasing practices; and wages, hours and conditions of employment.

10. RECORD RETENTION (*Note: This section is optional*)

Except for materials and records, delivered to the Agency, the Contractor shall retain all materials and records prepared or obtained in the performance of this Agreement, including financial records, for a period of at least three years after the Contractor's receipt of the final payment under this Agreement. Upon request by the Agency, the Contractor shall make such materials and records available to the Agency at no additional charge and without restriction or limitation to State and federal governments at no additional charge.

11. OWNERSHIP OF DOCUMENTS (*Note: This section is optional*)

All materials and records of a finished nature, such as final plans, specifications, reports and maps, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of the Agency. All materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to the Agency at no additional charge and without restriction or limitation on their use.

12. SUBCONTRACT AND ASSIGNMENT

This Agreement binds the heirs, successors, assigns and representatives of the Contractor. The Contractor shall not enter into subcontracts for any work contemplated under this Agreement and shall not assign this Agreement or monies due or to become due, without the prior written consent of the General Manager of the Agency or his designee, subject to any required state or federal approval. (*Note: list any subcontractors here*)

13. NONRENEWAL (*Note: This section is optional*)

The Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by the Contractor under this Agreement will be purchased by the Agency under a new agreement following expiration or termination of this

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B

RATE OF COMPENSATION