

**REQUEST FOR PROPOSALS**

**For**

**PROFESSIONAL SERVICES TO ADMINISTER  
A RAIN HARVESTING PILOT PROJECT**



**MARIN MUNICIPAL  
WATER DISTRICT**

**September 10, 2009**

**Marin Municipal Water District  
220 Nellen Avenue  
Corte Madera, CA 94925  
(415) 945-1420**

## **1. INTRODUCTION**

The Marin Municipal Water District (hereafter referred to as MMWD and the District) requires technical support services to administer a new Rain Harvesting Pilot Project (Project) for residential, commercial and landscape customers. The selected Consultant will be fully qualified and experienced in all aspects of passive and active rainwater harvesting and rain garden design best practices including roof catchment, cisterns, stormwater system diversion, low-impact design, pervious pavement, infiltration basins, and Bay Friendly Landscape and Gardening Guidelines, and will demonstrate experience providing a consistently high standard of customer service.

The District is seeking a qualified Community-Based Organization (CBO) that can demonstrate a proven track record of successful program implementation of similar size and scope. It is considered essential to the success of the Project that the selected Consultant be locally based in MMWD, and has a proven track record of implementing community-based educational outreach, and conservation program services.

The intent of this Request for Proposals (RFP) is to solicit assistance in the development and implementation of the Project, to provide educational and technical support, and focus on the development of rain harvesting systems for MMWD customers. Consultants responding to this Request for Proposals are asked to submit proposals that address the requirements described in the Scope of Services, using the Required Proposal Format.

The selected Consultant will be responsible for complying with all applicable federal, state, and local laws, rules and regulations affecting such work, specifically including, but not limited to, environmental, labor, prevailing wage laws, procurement and safety laws, ordinances and insurance. The Program will be implemented throughout the District's service area, which includes the following cities: Belvedere, Corte Madera, Fairfax, Forest Knolls, Greenbrae, Kentfield, Lagunitas, Larkspur, Marin City, Mill Valley, Ross, San Anselmo, San Geronimo, San Quentin, San Rafael, Sausalito, Tiburon and Woodacre.

## **2. PROJECT DESCRIPTION**

The primary goal of the Project is to promote rain harvesting practices by developing and distributing educational materials to MMWD customers over a 12-month period. Although there is an abundance of general information about rain harvesting practices, an important outcome of this project will be to develop Marin-specific guidelines to assist customers who choose to install systems on their property. The Consultant will also provide on-site technical assistance for at least 60 customers at residential, commercial, and institutional sites providing them with detailed advice about methods, materials, and costs involved with the

installation and management of various rain harvesting systems. Additionally, the Consultant will oversee the installation of at least 4 rain harvesting systems located at publically accessible sites in MMWD. The Consultant will provide a variety of opportunities for customers to become knowledgeable about rain harvesting including, but not limited to, public workshops, site demonstrations, website content, printed materials, signage, tours, school outreach, classes, and media events. The Consultant will document the results of the Project in a Final Report submitted to MMWD, detailing costs, challenges, customer feedback, site-specific experiences, and recommendations based on the Project outcomes. Staff intends to use the lessons learned from the Project to shape future rain harvesting programs at MMWD.

### **3. SCOPE OF WORK**

Consultants will provide documentation for meeting the Scope of Work that demonstrates their ability to implement and administer the work in this Request for Proposals. Excellent customer service is considered to be of high importance to the District.

Consultants shall include detailed descriptions of the methods and costs proposed to provide the following Project deliverables over a 12-month period:

- Provide an office located in Marin to administer the Project and distribute District conservation program materials to customers during posted business hours.
- Provide administrative and technical staff to respond to customer inquiries by phone and email, and provide technical assistance as required to fulfill the project requirements. Technical staff shall be, at a minimum, an Accredited Professional and member of the American Rainwater Catchment Association or equal experience or knowledge, and provide documented examples of successful rain harvesting projects they have implemented in MMWD.
- Provide educational services to customers by a variety of methods that can include workshops, training sessions, multi-media events, school outreach, printed materials and web content, site visits, and other proposed methods to effectively reach the largest possible number of District customers.
- Inform District customers about available conservation program incentives and activities in their communities by distributing MMWD provided materials.
- Provide at least a total of 60 on-site technical consultations for a combination of residential, commercial, and institutional customers who volunteer to participate in the Project
- Design and install at least 4 on-site rain harvesting demonstration projects that may include roof water harvesting, conversion of existing high water

use landscapes to drought tolerant landscape, organic food production, low-impact landscape design, bio-swale construction, rain gardens, pervious pavement, and other design solutions that follow industry best practices as defined by the American Rain Catchment Systems Association and the Bay Friendly Gardening and Landscape Guidelines. These demonstration projects must be located at publically accessible sites.

- Engage the participation of local businesses, resource agencies, and community organizations in Project activities through creative and financial partnerships.
- Mobilize volunteers in the community to promote the Project goals and District conservation programs.
- Deliver a Final Report to the District that, at a minimum, documents the Project accomplishments and provides analysis of the cost, benefits, lessons-learned, customer feedback, technology deployed, environmental and economic issues, and overall recommendations for the future of rain harvesting practices in MMWD based on the Project outcomes.

#### **4. ANTICIPATED SCHEDULE**

The District intends to enter into an agreement with the selected Consultant by November 2, 2009, and expects the Project to continue for a continuous 12-month period from the date work begins.

The anticipated Consultant selection schedule is:

10/2/09	Proposals are due at the MMWD administration building by 3:00 PM PST. Proposals received after this time will not be evaluated.
10/9/09	Proposals evaluated, Consultant interview notices sent.
10/16/09	Interviews completed and final Consultant selection made.
11/2/09	Contracts completed and work begins.

#### **5. SELECTION PROCEDURE**

The District will evaluate and rank proposals based on the selection criteria below. The most qualified Consultants will be invited to appear before a District Consultant Review Panel to formally present their proposals. The District may disqualify any proposal that does not satisfy requirements outlined in this Request for Proposals. Key factors in the District's review of proposals include relevant experience, technical knowledge, available resources, and efficiency and appropriateness of the planned approach to meet objectives. Although cost will be considered, the successful bidder will not necessarily be the one with the lowest price. Instead, the one judged to be the best overall provider of desired services will be selected.

### Experience and Technical Knowledge (50%)

Proposals will be evaluated based on the number and type of similar programs successfully completed, as well as relevant experience of key personnel in the areas of rain harvesting systems design, operation, and maintenance; knowledge of relevant local codes and building requirements; experience with public outreach and water conservation programs; and, the demonstrated ability to work with diverse groups of stakeholders to implement community-based projects.

### Innovation (20%)

Proposals will be evaluated based on the type and likely success of innovative approaches to delivering educational content and outreach to the community. An important goal of the Project is to discover creative methods to inform MMWD customers about the challenges and benefits of rain harvesting practices.

### Cost (30%)

Proposals will be evaluated based on the listed costs for providing all of the deliverables described in the Scope of Work. Consultants are encouraged to develop partnerships with volunteer groups, resource agencies, and community organizations in order to deliver the Work at the lowest cost.

## **6. REQUIRED PROPOSAL FORMAT**

Proposals should be concise, separately addressing each task described in the Scope of Services. There is no fixed-page limit. The following outline is required:

### Organizational Information

Provide the following information

- Contact person for future communications regarding this proposal;
- Legal name of organization;
- Name of parent organization, if any;
- Location and phone number of main office;
- Date organization was established;
- Size of organization (number of staff and budget);
- Number of staff to be involved in the project;
- Any recent bankruptcies or restructuring within the last three years (please list).

## Qualifications

Provide sufficient information in the Proposal for the District to evaluate the Consultant's ability to successfully complete the Scope of Work and meet the District's objectives. Briefly summarize the roles, responsibilities and qualifications of key staff. Provide an organizational chart and short personnel descriptions of key staff to be assigned to this project. Demonstrate relevant experience of key staff in performing scope of work. Provide descriptions and contact references for relevant projects completed by the identified key staff.

## Project Approach and Schedule

Provide an overview of the principal elements of the proposal, demonstrating an understanding of the project and objectives, and describing the approach to performing the identified Scope of Work. Clearly describe tasks to be performed and how the desired Scope of Work will be effectively executed. Each task within the Scope of Work should be addressed separately.

## Fee Schedule

Provide a proposed fee schedule that addresses each area of the Scope of Work separately.

## Resumes and Promotional Materials

These may be attached as an Appendix. The Marin Municipal Water District is committed to equal opportunity for organizations seeking to do business with the District.

The following attachments are included in this package:

- Attachment 1:** District's Service Area
- Attachment 2:** Marin Municipal Water District Standard Agreement for Professional Services.
- Attachment 3:** Marin Municipal Water District Standard Additional Insured Endorsement
- Attachment 4:** Disclaimer of Liabilities and Warranties

Submission of a Proposal constitutes acceptance of the contract format and provisions.

## **7. GENERAL CONDITIONS**

The Marin Municipal Water District will maintain exclusive ownership of its water conservation programs including, but not limited to, all forms, materials and specifications.

## **8. WORK SCHEDULE**

Work is anticipated to commence 11/2/09, and be completed 11/2/10.

## **9. PROPOSAL DUE DATE**

Three (3) copies of the Proposal shall be submitted by 3 PM PST, 10/2/09, to the District's Customer Service counter or by mail to:

Marin Municipal Water District  
Attn: Daniel Carney  
220 Nellen Avenue  
Corte Madera, CA 94925-1169

***Late proposals will be returned unopened. Postmarks will not be accepted.  
No faxed proposals will be accepted.***

## **10. RFP QUESTIONS**

For questions regarding this RFP contact:

Daniel Carney  
Water Conservation Manager  
Marin Municipal Water District  
(415) 945-1522 or [dcarney@marinwater.org](mailto:dcarney@marinwater.org)



Attachment 2  
MMWD Standard Agreement for Professional Services

Misc. Agreement No. @

**AGREEMENT FOR PROFESSIONAL SERVICES**

The following is an agreement between **Marin Municipal Water District**, hereinafter "MMWD", and @, hereinafter, "Consultant".

**WHEREAS**, Consultant is a duly qualified consulting firm, experienced as @ .

**WHEREAS**, in the judgment of the Board of Directors of the MMWD, it is necessary and desirable to employ the services of the Consultant for the @.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**PART A-- SPECIFIC PROVISIONS:**

1. **DESCRIPTION OF SERVICES AND PAYMENT:** Except as modified in this agreement, the services to be provided and the payment schedule are:
  - a. The Scope of Work covered by this agreement shall be that included in Attachment @ of this agreement.
  - b. The fee and fee payment for such work shall be as stipulated under the fee schedule included in Attachment @ of this agreement and shall not exceed \$@ in total.
  - c. The schedule and order of tasks shall be in accordance with that included in Attachment @ of this agreement (Scope of Work).

**PART B-- GENERAL PROVISIONS**

1. **ASSIGNMENT/DELEGATION:** Except as above, neither party hereto shall assign, sublet or transfer any interest in or duty under this agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
2. **STATUS OF CONSULTANT:** The parties intend that the Consultant, in performing the services hereinafter specified, shall act as an independent contractor and shall have the control of the work and the manner in which it is performed. The Consultant is not to be considered an agent or employee of MMWD, and is not entitled to participate in any pension plan, insurance, bonus or similar benefits MMWD provides its employees.

Attachment 2  
MMWD Standard Agreement for Professional Services

**3. INDEMNIFICATION:** MMWD is relying on professional ability and training of the Consultant as a material inducement to enter into this agreement. The Consultant hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of the Consultant's work by MMWD shall not operate as a waiver or release.

- a. With respect to professional services under this agreement, Consultant shall indemnify, hold harmless, release and defend MMWD, its officers, directors, agents, volunteers, and employees from and against any and all actions, claims, damages, disabilities, liabilities and expenses, including attorney's and expert fees and witness and litigation costs that may be asserted by any person or entity, including the Consultant, its officers, agents, employees and/or subcontractors, arising out of the negligent acts, errors or omissions, failure to perform or willful misconduct of the Consultant in connection with this agreement and the activities necessary to perform the services and complete the task provided for herein, but excluding liabilities due to the sole negligence or willful misconduct of MMWD.
- b. With respect to all other than professional services under this agreement, Consultant shall indemnify, hold harmless, release and defend MMWD, its officers, agents and employees from and against any and all actions, claims, damages, disabilities, liabilities and expenses, including attorney's and expert fees and witness costs that may be asserted by any person or entity, including the Consultant, arising out of or in connection with this agreement and the activities necessary to perform those services and complete the tasks provided for herein, but excluding liabilities due to the sole negligence or willful misconduct of MMWD.

This indemnification is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for the MMWD or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts.

**4. PROSECUTION OF WORK:** The execution of this agreement shall constitute the Consultant's authority to proceed immediately with the performance of this contract. Performance of the services hereunder shall be completed by (@, **(date)** **OR**, within @calendar days of agreement execution), provided, however, that if the performance is delayed by earthquake, flood, high water or other Act of God or by strike, lockout or similar labor disturbance ("Acts"), the time for the Consultant's performance of this contract shall be extended by a number of days equal to the number of days the Consultant has been delayed by such Acts.

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MMWD Standard Agreement for Professional Services

**5. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS:** All notices, bills and payment shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

**MMWD:** Marin Municipal Water District  
Attn: Daniel Carney  
220 Nellen Avenue  
Corte Madera CA 94925

**CONSULTANT:** @  
Attn: @  
@  
@  
Ph.# @

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

**6. MERGER:** This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms of the agreement, pursuant to California Code of Civil Procedure Section 1856 and as a complete and exclusive statement of the terms of the agreement. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

**7. SEVERABILITY:** Each provision of this agreement is intended to be severable. If any term of any provision shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this agreement and shall not affect the validity of the remainder of the agreement.

**8. TERMINATION:** At any time and without cause, the MMWD shall have the right in its sole discretion, to terminate this agreement by giving written notice to the Consultant. In the event of such termination, MMWD shall pay the Consultant for services rendered to the termination date.

In addition, if the Consultant should fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this agreement, MMWD may terminate this agreement by giving the Consultant written notice of such termination, stating the reason for such termination. In such event, the Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the agreement as the services satisfactorily rendered hereunder by the Consultant bear to the total services otherwise required to be

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performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any, sustained by MMWD by virtue of the breach of the agreement by the Consultant.

**9. TRANSFER OF RIGHTS/OWNERSHIP OF DATA:** The Consultant assigns to MMWD all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, and right to ideas, in and to all versions of any @plans and specifications, reports, video tapes, photographs, and documents now or later prepared by the Consultant in connection with this contract.

The Consultant agrees to take such actions as are necessary to protect the rights assigned to MMWD in this agreement, and to refrain from taking any action which would impair those rights. The Consultant's responsibilities under this contract will include, but not be limited to, placing proper notice of copyright on all versions of @plans and specifications, reports and documents as MMWD may direct, and refraining from disclosing any versions of the reports and documents to any third party without first obtaining written permission of MMWD. The Consultant will not use, or permit another to use, any @plans and specifications, reports and documents in connection with this or any other project without first obtaining written permission of MMWD.

All materials resulting from the efforts of MMWD and/or the Consultant in connection with this project, including documents, reports, calculations, maps, photographs, video tapes, computer programs, computer printouts, digital data, notes, and any other pertinent data are the exclusive property of MMWD. Reuse of these materials by the Consultant in any manner other than in conjunction with activities authorized by MMWD is prohibited without written permission of MMWD.

If the Consultant is using data provided by the District or by the County of Marin pursuant to its data-sharing agreement with MMWD, the Consultant (Licensee) acknowledges by execution of this Agreement that it has read the disclaimer(s) of liability and warranties regarding use of said shared data, a copy of which is attached to this Agreement as **Attachment 5**.

**10. COST DISCLOSURE:** In accordance with Government Code Section 7550, the Consultant agrees to state in a separate portion of any report provided MMWD, the numbers and amounts of all contracts and subcontracts relating to the preparation of the report.

**11. NONDISCRIMINATION:** The Consultant shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or physical handicap.

**12. EXTRA (CHANGED) WORK:** Extra work may be required. The Consultant shall not proceed nor be entitled to reimbursement for extra work unless that work has been authorized, in writing, in advance, by MMWD. The Consultant shall inform the District

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MMWD Standard Agreement for Professional Services

as soon as it determines work beyond the scope of this agreement may be necessary and/or that the work under this agreement cannot be completed for the amount specified in this agreement. Failure to notify the District shall constitute waiver of the Consultant's right to reimbursement.

**13. CONFLICT OF INTEREST:** The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this contract no person having any such interest shall be employed.

**14. INSURANCE:** The Consultant shall obtain insurance acceptable to MMWD in a company or companies with a Best's rated carrier of at least "A". The required documentation of such insurance shall be furnished to MMWD at the time the Consultant returns the executed contract. The Consultant shall not commence work nor shall it allow its employees or subcontractors or anyone to commence work until all insurance required hereunder has been submitted and approved.

The Consultant shall have and maintain at all times during the life of this agreement, up to the date of acceptance, the following policies of insurance:

- a. Workers' Compensation Insurance: Workers' Compensation Insurance to cover its employees, as required by the State of California, and shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of the subcontractors' employees. All Workers' Compensation policies shall be endorsed with the following specific language:

"This policy shall not be canceled without first giving thirty (30) days prior notice to:

Marin Municipal Water District  
Attention: Terry J. Stigall  
Finance Manager  
220 Nellen Avenue  
Corte Madera, CA 94925

by Certified Mail."

The Workers' Compensation Insurance self-insured deductibles and retentions for both the Consultant and its subcontractors shall not exceed \$1,000.00

- b. Public Liability Insurance: Personal Injury (including bodily injury) and Property Damage Insurance for all activities of the Consultant

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and its subcontractors arising out of or in connection with this agreement, written on a commercial general liability form which provides coverage at least as broad as ISO Commercial General Liability Occurrence Form CG 00 01 11 85 or 88 or any subsequent revision or equivalent including benefit contractual coverage, completed operations coverage, Consultant's protective coverage, and automobile coverage. The automobile coverage should be at least as broad as ISO Business Auto Form CA001 edition 187 or equivalent including employer's non-ownership liability. All deductibles or self-insured retentions shall not exceed \$1,000.00. Coverage in an amount not less than \$1,000,000.00 combined single limit personal injury, including bodily injury, and property damage for each occurrence is required. Each such policy shall be endorsed with the following language:

1. The Marin Municipal Water District, its officers, agents, employees and volunteers are additional insureds under this policy.
2. The insurance shall be primary as respects the insured shown in the schedule above.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the MMWD.
4. The referenced policy does not exclude explosion, collapse, underground excavation hazards or removal of lateral support.
5. The inclusion of more than one insured shall not operate to impair the right of one insured against another insured, and the coverage afforded in the policy shall apply as though separate policies had been issued to each insured.

Consultant's policy shall be endorsed with "Attachment @ - Additional Insured Endorsement" form.

The General Aggregate Limits of Insurance in the referenced policies apply separately to this project.

- c. Professional Liability Insurance: The Consultant shall procure and maintain throughout the term of this agreement, Professional Liability Insurance in an amount not less than \$1,000,000.00. All insurance deductibles or self-insured retentions shall not exceed \$1,000.00. All Professional Liability Insurance policies shall be endorsed with the following specific language:

Attachment 2  
MMWD Standard Agreement for Professional Services

- (i) This policy shall not be canceled without first giving thirty (30) days prior notice to MMWD by certified mail.
- d. Documentation: The following documentation of insurance shall be submitted to MMWD:
  - (i) A Certificate of Insurance for Workers' Compensation Insurance for Consultant. A copy of the required policy endorsements specified in subparagraph a. shall be attached to each such Certificate submitted.
  - (ii) Certificates of Liability Insurance showing the limits of insurance provided. Copies of the required endorsements specified in subparagraphs b. and c. shall be attached to each Certificate submitted.

**15. DISPUTE RESOLUTION:** Any dispute or claim in law or equity between District and Consultant arising out of this agreement, if not resolved by informal negotiation between the parties, shall be mediated by referring it to the nearest office of Judicial Arbitration and Mediation Services, Inc. (JAMS) for mediation. Each party shall provide the others with a list of four mediators. The parties shall confer on the list and select a mutually agreeable mediator. Mediation shall consist of an informal, non-binding conference or conferences between the parties and the judge-mediator jointly, then in separate caucuses wherein the judge will seek to guide the parties to a resolution of the case. If the parties cannot agree to a mutually acceptable member from the JAMS panel of retired judges, a list and resumes of available mediators with substantial experience in mediating claims of the type at issue between the parties, numbering one more than there are parties, will be sent to the parties, each of whom will strike one name leaving the remaining name as the mediator. If more than one name remains, JAMS arbitrations administrator will choose a mediator from the remaining names. The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution.

At the sole election of the District, any dispute or claim in law or equity between District and Consultant arising out of this agreement which is not settled through mediation shall be decided by neutral binding arbitration and not by court action, except as provided by California law for judicial review of arbitration proceedings. The arbitration shall be conducted in accordance with the rules of Judicial Arbitration Mediation Services, Inc. (JAMS). The parties to an arbitration may agree in writing to use different rules and/or arbitrators.

**16. BILLING AND DOCUMENTATION:** The Consultant shall bill MMWD for work on a monthly or agreed upon basis or as articulated in @ and shall include a summary of work for which payment is requested. The summary shall include time and hourly rate





