



City of Winters, California
Department of Financial Management

Request for Proposal (RFP)
Water and Sewer Utility Rate Study

Issued on December 18, 2019

RFPS Due:

January 27, 2020 at 3:00 PM

Late Proposals will not be accepted

Contact:

Shelly Gunby, Director of Financial Management

530-794-6704

shelly.gunby@cityofwinters.org

Section I. Introduction

The City of Winters is soliciting proposals from qualified and licensed consultants to provide utility rate study service to the Department of Financial Management. All necessary and anticipated costs should be included in the proposals.

Copies of this Request for Proposal are available on line at www.cityofwinters.org. All addenda related to this procurement will be posted on the City's website.

Section II Definitions

Term	Defintion
Proposer; Consultant	Any person or company submitting a proposal in response to this Request for Proposal
City	City of Winters
City Council	City Council for the City of Winters
Proposal	A Proposer's document in response to the City's RFP
RFP	This Request for Proposal "Water and Sewer Utility Rate Study
Successful Proposer	The proposer that is selected by the City of Winters through this Request for Proposal process to provide the service specified in the Scope of Service herein

Section III Attachments

- Attachment A-2019-2020 Water and Sewer Rate Study Scope
- Attachment B-Proposal Pricing Form
- Attachment C-Reference List
- Attachment D-Sample Agreement for Professional Services.

Section IV Timeline

Action	Date
RFP Release Date	December 18, 2019
Deadline for questions/clarifications	January 6, 2020 3:00 PM
Answers to questions released	January 13, 2020
RFP Submittal Deadline	January 27, 2020 by 3:00 PM
Successful Proposer Notification	February 2020
Contract Award	Month of March 2020
Notice to Proceed	Month of March 2020

Section V Instructions to Proposers

A. Examination of Proposal Documents

Before submitting a proposal, Proposers should read this RFP carefully and inform themselves completely of all details outlined herein. The submission of a proposal shall be deemed a representation and certification by the Proposer that:

- Proposer has carefully read and fully understands the information provided by the City to serve as the basis for submission of the proposal;
- Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted;
- All information contained in the proposal is true and correct.
- Proposer guarantees that the price offered has been established without collusion with other eligible proposers and without effort to preclude City from obtaining the lowest possible competitive price so that City may accomplish its goal of a sound economical operation and RFP;
- Proposer acknowledges that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, Proposer grants the City permission to make these inquiries and the Proposer will provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed of any fact or condition.

B. Required Proposal Submission Documents

As a part of their proposal submission, Proposers shall submit the following documents.

Documents to Submit	Comments
Page 11 of RFP	Must be filled out completely and signed
Proposal Pricing Form	Must be filled out completely and signed
Reference List	Must be filled out completely
Agreement for Profession Services	Include all pages-please do not fill in blank spaces
Addenda, if any	Must be signed.

C. Proposals Submittal Deadline and Location

Proposals are due on or before **Monday , January 27, 2020 at 3:00 PM PST**. Proposer shall hand deliver or mail three (3) copies of its proposal in a sealed envelope to:

City of Winters
Attn: City Clerk
318 First Street
Winters, CA 95694

Sealed proposals must bear the Proposer's name and address and be clearly marked
**"SEALED PROPOSAL FOR WATER AND SEWER UTILITY RATE STUDY DUE 3:00 PM PST MONDAY,
JANUARY 27, 2020.**

Late Proposers will not be considered.

D. Withdrawal of Proposals

Any Proposer may withdraw his or her proposal by written request, addressed to the City contact specified in Section XV at any time prior to the Proposal Submittal Deadline.

Section VI Scope of Services

See Attachment A for scope of services.

A. Term

The successful Proposer will be awarded an agreement that shall expire upon successful completion of all services.

B. Invoicing

Consultant will submit monthly invoices to; City of Winters, Attn: Shelly A. Gunby, Director of Financial Management, 318 First Street, Winters, CA 95694

C. Payment

If a contract is awarded, the method of payment to the Successful Proposer shall be based on hourly labor rates with a maximum "not to exceed" per task fee as set by the Successful Proposer in the proposal or as negotiated between the Successful Proposer and the City. Payment will be made within 30 days of receipt of an accurate invoice. Payment will be made no more frequently than monthly.

D. City of Winters Business License

The Successful Proposer must either possess a current, valid City of Winters business license or have submitted a City of Winters business license application and fee at the time of contract award. Business License information can be found on the City of Winters website.

E. Proposal Cost

The consultant must complete, sign and submit Attachment B – Proposal Pricing Form with Consultants proposal. All pricing must be inclusive, and include all labor, transportation, and other costs necessary for all tasks listed in this Scope of Services. Provision of this information assists the City in determining whether the Proposer understands the project, whether the costs are fair and reasonable in light of the services to be provided; and provide City staff with tools to negotiate the final cost.

The Consultant acknowledges that by submitting a proposal, the Consultant's proposed pricing is bound for 90 days after the Proposal Submittal Deadline.

Section VII Terms and Conditions

The terms and conditions set forth in Attachment D – Sample Agreement for Professional Services will apply to any contract resulting from this RFP.

Section VIII Review and Selection Process

City staff will evaluate the Proposals based on the following criteria:

- Quality and completeness of Proposals;
- Quality, performance, and effectiveness of service to be provided by the Proposer;
- Proposer's experience, including the experience of staff to be assigned to the project, the engagements of similar scope and complexity;
- Cost to the City (Proposal price alone will not be the sole determining factor);
- Proposer's ability to perform the work within the time specified;
- Proposer's prior record of performance (including safety record) with City or other entity; and
- Proposer's compliance with applicable laws, regulations, policies, (including City Council Policies), guidelines and orders governing prior or existing contracts performed by Proposer.

Section IX Rights of the City

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Request for Proposals;
- Postpone contract start date for its own convenience;
- Approve or disapprove the use of sub-consultants;
- Cancel the RFP and reject any and all quotations in whole or in part when it is in the best interest of the City;
- Waive informalities and irregularities in the proposals; and
- Enter into an agreement with another Proposer in the even the originally selected Proposer defaults or fails to execute an agreement with the City.

An agreement shall not be valid or binding on the City unless and until it is executed by authorized representatives of the City and of the Proposer.

Section X Public Nature of Proposal Materials

Ownership of data, materials, and documents originated and prepared for the City pursuant to this Request for Proposal shall belong exclusively to the City and be subject to public inspection in accordance with the California Public Records Act and any other applicable government transparency laws. Trade secrets or other proprietary information submitted by a Proposer shall not be subject to public disclosure under the California Public Records Act, however, the Proposer must invoke its protections at the time the data, material or documents are submitted. The Proposer must specifically identify the data, materials, or documents to be protected by highlighting them and marking them plainly as “Confidential”, “Trade Secret” or “Proprietary” and state the reason the protection is necessary within the Proposal, including citation to specific laws and supporting caselaw, if any, and a statement signed by legal counsel for the Proposer has made the determination that the request for such non-disclosure is legally appropriate and that the Proposer understands and acknowledges that Proposer is obliged to defend its alleged right to non-disclosure and hold harmless the City for all damages, costs and fees. Further, the classification of an entire proposal document, line item prices and/or total proposal price as a proprietary or trade secret is not acceptable and may be deemed non-responsive and result in rejection of the Proposal. Although the California Public Records Act recognized that certain confidential trade secret information may be protected from disclosure, the City may not accept or approve that the information that a Proposer submits is a trade secret. If a request is made for information marked as “Confidential,” “Trade Secret”, or “Proprietary”, the City shall make a reasonable good faith effort to provide the Proposer who submitted the information with notice such that the Proposer may seek protection from disclosure by a court of competent jurisdiction.

Section XI No Collusion

By submitting a proposal, each Proposer represents, warrants, and guarantees that the price offered has been established without collusion with other eligible proposers and without effort to preclude the City from obtaining the lowest possible competitive price from a qualified proposer so that the City may accomplish its goal of a sound economical operation.

Section XII Fair Dealing/Conflict of Interest

The Proposer warrants that no gratuities, in the form of entertainment, gifts or otherwise were, or will be offered or given by the Proposer, or any agent or representative of the Proposer to any officer or employee of the City with a view toward securing a recommendation of award to subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

The Proposer warrants 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 services required under the contract resulting from this RFP. The Proposer also warrants that, to the best of its knowledge, no officer, agent or employee of the City who may participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Proposer’s business.

Section XIII Non-Conforming Proposal

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City.

Section XIV Questions regarding the RFP

Should discrepancies or omissions be found in the RFP or should there be a need to clarify this RFP, question regarding this RFP must be put in writing and received by the City contact person identified in Section XV no later than January 6, 2020 3:00 PM PST. Inquiries received after the date and time stated will not be accepted.

Any interpretations or correction of the RFP will only be made by an addendum posted online to the City's website. Such addendum shall be considered a part of the RFP and must be signed and submitted with the proposal.

Oral interpretations or clarifications will be without legal effect.

Section XV Contact Person

Inquiries relating to this RFP and/or the required services should be directed to:

Shelly A. Gunby
Director of Financial Management
318 First Street
Winters, CA 95694
Phone 530-794-6704
Email: shelly.gunby@cityofwinters.org

Please submit all pages of the RFP as it relates to this Proposal. Please turn in all pages.

ATTACHMENT A -2019-2020 WATER AND SEWER RATE STUDY SCOPE

Study Objective

The Finance Department is looking to meet the following objective through this study:

1. Create a 10-year financial plan model for the potable water and wastewater services that projects each service's revenues, operations and maintenance costs, capital improvement costs, reserve funding and debt service costs.
2. A cost of service analysis for each service that fairly and equitably distributes costs across customer classes in compliance with Proposition 218, Proposition 26 and other state and federal regulations.
3. A five-year rate schedule that maintains the budget structure for potable water and wastewater services, maintains the required coverage for Debt Service covenants, and allows for the accumulation of reserves for future capital and infrastructure replacement.

Scope of Services

The below scope of services includes the major tasks required to complete the study. Proposers should include any recommended additional tasks they believe are required to meet the objective defined above and reasoning behind such an approach.

1. Conduct an in-person kick off meeting with City staff to discuss project priorities, data needs and the project schedule. Consultant will also need to prepare a data requires list that will be discussed during the meeting.
2. Develop a 10 financial plan model for the potable water and wastewater services that determines the revenue requirements based on projected revenues, operating and maintenance expenditures including capital improvements, debt service coverage and reserve funding policies as well as any other policy consideration that the City determines are priorities.
3. Prepare a cost of service analysis that fairly and equitably allocates costs to customer classes while adequately funding revenue requirements including operations and maintenance, capital improvements, and debt service. The analysis must ensure that rates and charges are defensible and comply with the requirements of Proposition 218, Proposition 26 and other regulations.
4. Provide a comparative analysis that illustrates how City of Winters' rates compare in cost to neighboring utilities at a minimum this list should include, Dixon, Davis, Woodland, and Vacaville.
5. Recommend rate and fee structures for potable water and sewer utilities that will fairly recover allocated costs and adequately fund reserves. Rate structure recommendations should consider; current and future operations and maintenance costs, projected demands, water supply and capital improvement requirements.
6. Review impacts of projected new development and redevelopment on rates. As part of this review, the proposer should concentrate on capital costs associated with rehabilitation and replacement of existing utilities and not on the improvements required for expansion of service as a result of new development.

7. Prepare draft and final reports that summarize the results and recommendations of the study and serve as a document of record in compliance with Proposition 218. Draft and final deliverables shall be made available in Word, Excel, and PDF file formats. Word and Excel formats shall be editable by City staff.
8. Conduct rate workshops with staff and City Council.
9. Develop the Proposition 218 notice of public hearing and present the study to the City Council and the public at the Proposition 218 hearing. Conduct a minimum of two (2) community meetings to inform the public of any rate changes prior to the Proposition 218 hearing.
10. The scope should include any additional meetings or webinars that the proposer believes necessary to ensure that the City is well informed as to the status of the project and to discuss major milestones of the project.

ATTACHMENT B-PROPOSAL PRICING FORM

Proposer should provide a not to exceed amount per task, to be based on hourly labor rates. The not to exceed amount determination should be all inclusive and include any incidental costs, such as transportation fees.

Task	Task Description in Brief	Fee	Estimated time to Complete Task
1	In person kick off meeting, data list request		
2	Draft and Final 10 Year Financial Plan Model		
3	Cost Service analysis by Customer Class		
4	Comparative Rate analysis to neighboring utilities		
5	Recommend rate and fee structures		
6	Review impacts of projected new developemnt and redevelopment		
7	Draft and Final reports-document of record		
8	Conduct Rate workshops		
9	Develop and present the Proposition 218 notice of Public Hearing		
10	Additional tasks, meetings an/or webinars deemed necessary		

Please submit your hourly labor rate schedule by classification.

Please submit your travel rates, if applicable.

ATTACHMENT C – REFERENCE LIST

Please list three (3) public agency clients, along with a very brief description of the work, which the City may contact regarding the Consultant’s work performance.

REFERENCE# 1

Agency/City Name	
Department	
Contact Person	
Telephone	
Email Address	
Dollar Value of Agreement	
Date Ranch of Agreement	
Nature of Work Performed	

REFERENCE# 2

Agency/City Name	
Department	
Contact Person	
Telephone	
Email Address	
Dollar Value of Agreement	
Date Ranch of Agreement	
Nature of Work Performed	

REFERENCE# 3

Agency/City Name	
Department	
Contact Person	
Telephone	
Email Address	
Dollar Value of Agreement	
Date Ranch of Agreement	
Nature of Work Performed	

ATTACHMENT D – AGREEMENT FOR PROFESSIONAL SERVICES

CONSULTANT SERVICES AGREEMENT
AGREEMENT No. _____

THIS AGREEMENT is made at Winters, California, as of _____, by and between the City of Winters ("the CITY") and _____ (CONSULTANT)", who agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANTS shall provide to the City the Services described in Exhibit "A", which is the CONSULTANT'S Proposal dated _____. Consultant shall provide said services at the time, place, and in the manner specified by the _____ and Exhibit "A".

2. **PAYMENT.** The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the Schedule of Fees included in Exhibit "B", but in no event shall total compensation exceed _____ (\$_____), without the City's prior written approval. City shall pay consultant for services rendered pursuant to the Agreement and described in Exhibit "A".

3. **FACILITIES AND EQUIPMENT.** CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4. **GENERAL PROVISIONS.** The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with general Provisions.

5. **EXHIBITS.** All exhibits referred to therein are attached hereto and are by this reference incorporated herein.

EXECUTED as of day first above-stated.

CITY OF WINTERS

a municipal corporation

By: _____
John W. Donlevy, Jr., City Manager

CONSULTANT

By: _____

ATTEST:

By: _____
Tracy Jensen, CITY CLERK

Exhibit “A” Provided by Consultant

Exhibit “B” Provided by Consultant

EXHIBIT “C”

GENERAL PROVISIONS

(1) INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

(2) LICENSES; PERMITS; ETC.. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT'S profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

(3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT'S obligations pursuant to this Agreement.

(4) INSURANCE.

(a) WORKER'S COMPENSATION. During the term of this Agreement, CONSULTANT shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability CONSULTANT may have for worker's compensation.

(b) GENERAL LIABILITY AND AUTOMOBILE INSURANCE. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement broad form property damage, personal

injury, automobile, employer, and comprehensive form liability insurance in the amount of \$2,000,000 per occurrence; provided (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insured under the policy; and (2) that the policy shall stipulate that this insurance will operate as primary insurance; and that (3) no other insurance effected by the CITY or other names insured will be called upon to cover a loss covered there under; and (4) insurance shall be provided by an, at least, A-7 rated company.

- (c) PROFESSIONAL LIABILITY INSURANCE. During the term of this Agreement, CONSULTANT shall maintain an Errors and Omissions Insurance policy in the amount of not less than \$1,000,000.

- (d) CERTIFICATES OF INSURANCE. CONSULTANT shall file with CITY'S City Clerk upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or non-renewal will be made during the term of this agreement, without thirty (30) days written notice to the City's City Clerk prior to the effective date of such cancellation, or change in coverage.

(5) CONSULTANT NOT AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

(6) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

(7) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, at its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person

immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

(8) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. CITY pursuant to this Agreement shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT'S profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

(9) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by CITY for its convenience upon written notification to CONSULTANT. CONSULTANT shall be entitled to receive full payment for all services performed and all costs incurred to the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and uncompleted products up to the date of receipt of written notice to cease work shall become the property of the CITY.

(10) PRODUCTS OF CONSULTING. All products of the CONSULTANT resulting from this Agreement shall be the property of the CITY.

(11) INDEMNIFY AND HOLD HARMLESS. CONSULTANT shall indemnify, hold harmless the CITY, its officers, agents and employees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property to the extent arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the City, its officers, agents or employees.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause.

This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(12) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

(13) LOCAL EMPLOYMENT POLICY. The City of Winters desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Yolo County.

The City encourages an active affirmative action program on the part of its contractors, consultants, and developers.

When local projects require, subcontractors, contractors, consultants, and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's residence, and ethnic origin.

(14) CONSULTANT NOT PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §87200 et seq. CONSULTANT conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel.