

COUNTY OF BUTTE
REQUEST FOR PROPOSALS

***NORTHERN SACRAMENTO VALLEY (FIVE COUNTY)
INTEGRATED REGIONAL WATER MANAGEMENT PLANNING
BUTTE COUNTY DEPARTMENT OF
WATER AND RESOURCE CONSERVATION***

***Butte County Water and Resource Conservation
308 Nelson Avenue
Oroville, CA 95965
(530) 538-2179
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October 5, 2009

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REQUEST FOR PROPOSALS
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INTEGRATED REGIONAL WATER MANAGEMENT PLANNING
Butte County Water and Resource Conservation
Oroville, California**

INTRODUCTION

The County of Butte, in cooperation with Colusa, Glenn, Tehama and Sutter Counties, is seeking a firm to develop a planning process and governance structure for the Northern Sacramento Valley (Five County) Integrated Regional Water Management Plan (IRWMP) through the Butte County Department of Water and Resource Conservation.

The County of Butte intends to award a contract to a firm that will meet our qualification criteria and has successfully performed services on similar projects in the past. The successful firm will be required to enter into a contract with the County for the services requested in this Request for Proposals (RFP) within a reasonable time after award. A firm submitting a proposal must be prepared to use the County's standard contract form rather than its own contract form. The contract will include terms appropriate for this project. Generally, the terms of the contract will include, but are not limited to: (1) completion of the project within the timeframe provided; (2) no additional work authorized without prior written approval; (3) no payment without prior written approval; (4) funding availability; (5) termination of contract under certain conditions; (6) indemnification of the County; (7) approval by the County of any subcontractors; and (8) minimum appropriate insurance requirements. A Model Contract is attached as Exhibit A to this RFP. The County intends to award a contract substantially in the form of the Model Contract to the selected Contractor.

BACKGROUND

In early 2006, the Boards of Supervisors (Boards) of the Counties of Butte, Colusa, Glenn and Tehama entered into a Memorandum of Understanding (MOU), which was also ratified by Sutter County in 2009. This MOU has become the foundation for regional cooperation and collaboration in the Northern Sacramento Valley. Addendum Three of the MOU, which was signed by all five Boards in 2009, is an expression of a commitment by all five Boards of Supervisors to begin an Integrated Regional Water Management Planning Process within the Counties of Butte, Colusa, Glenn, Tehama and Sutter (Counties).

In May 2009, the Counties submitted an application under the Department of Water Resources (DWR) Region Acceptance Process (RAP) and received a conditional approval as a planning region under Prop 84 for planning funding only. It is anticipated that this funding opportunity will not become available until fall of 2010, with an award date further out and less reliable. For this reason, the Counties looked to secure alternative funding for the initial steps of their Integrated Regional Water Management Plan (IRWMP).

The County of Butte was awarded funding under the Integrated Regional Water Management Section of Proposition 50 for two projects: the Paradise Ridge Water Supply Reliability Project and the Tuscan Aquifer Monitoring, Recharge and Data Management Project.

The first of these two projects has been completed. The second project has a significant Outreach and Education component designed to include education and outreach throughout the five counties of Butte, Colusa, Glenn, Tehama and Sutter associated with the Tuscan Aquifer Monitoring, Recharge and Data Management Project. The County of Butte has petitioned the funding agency (State Department of Water Resources) and has been granted permission to enhance the Outreach and Education task in their contract by

\$50,000 to begin the development of an Integrated Regional Water Management Plan (IRWMP) for the five-county area. Therefore, the costs associated with this RFP may not exceed \$50,000.

SCOPE OF WORK

Overview. This RFP is for the preliminary components of the IRWMP only, as described in the following scope of work. An application has been filed with the DWR under the Region Acceptance Process (RAP) and the Northern Sacramento Valley IRWM region has received a conditional approval from DWR to apply for planning funding under Prop 84. However an award for this RFP does not guarantee an award for future funding. A separate RFP/RFP will be issued for that funding if, and when, it becomes available for this planning effort.

1. Identify and present up to three model governance structures for the Five County planning effort.

There are various groups and jurisdictions involved in this planning effort including counties, municipalities, special districts, independent groundwater pumpers, environmental advocates and other interested citizens. With this wide range of stakeholder interest the governance structure is foundational to the success of the planning effort. Different governance models have been employed by other IRWMPs based on the stakeholder makeup and other significant factors. Under this task, the Contractor will identify possible governance structures that may be appropriate for this planning effort and present them to the group for consideration.

2. Work with the Steering Committee to identify and develop a planning process for the Integrated Regional Water Management Plan.

Integrated Regional Water Management requires a multifaceted approach to planning which includes direct and indirect input from a variety of stakeholder groups. This task would require the Contractor to work with the Steering Committee, which is made up of one representative from each county, to identify an appropriate planning process to move the group forward. This process would contain a task list for the planning effort which presents the sequential steps necessary for a successful outcome. The planning process should anticipate completion of the entire plan within a two-year timeframe.

FORMAT FOR PROPOSALS

Responses to the Request for Proposals must be made according to the requirements set forth in this section, both for content and for sequence. Failure to adhere to these requirements or inclusion of conditions, limitations or misrepresentations in a response may be cause for rejection of the submittal. Use 8-1/2" x 11" sheets (fold outs are acceptable for charts, etc.). Type size must be large enough to be easily legible, but shall not be smaller than 10 point.

A. County Contact Person:

Submit one signed, unbound original and four (4) complete copies of the submittal to:

Vickie Newlin, Assistant Director
Water and Resource Conservation
County of Butte
308 Nelson Avenue
Oroville, CA 95965
(530) 538-2179
vnewlin@buttecounty.net

This person will serve as the County's contact person for this project who will also respond directly with the

applicants regarding questions, inquiries, and coordination.

B. Mandatory Content and Sequence of Submittal:

1. Cover Letter

Section 1 shall be a maximum two-page Cover Letter and introduction, and shall include the name and address of the organization submitting the proposal, together with the name, address and telephone number of the contact person who will be authorized to make representations for the organization, the firm's federal tax ID number and a list of subcontractors, if any. The cover letter shall include a statement that the proposal is valid for 60 days after receipt.

2. Table of Contents

Section 2 shall be a detailed Table of Contents and shall include an outline of the submittal, identified by sequential page number and by section reference number and section title as described herein.

3. Contractor Capabilities

Section 3 shall be a maximum of six pages (not including resumes) entitled "Contractor Capabilities", and shall include a description of the proposing firm's resources, experience, and capabilities as listed below for successfully developing and completing this project as well as resumes of the staff to be assigned to the project. In this regard, the County reserves the right to approval of future staffing changes for the project. Submit in the order identified below:

- a. **Background and Experience.** In this section, describe your firm's background, its organizational structure, identify decision-making roles, and why this is advantageous to the project. Describe the roles and background of the design team leader and key team members. Describe the firm's demonstrated experience in developing multi-jurisdictional IRWMPs.
- b. **Key Personnel.** Provide resumes describing the background and qualifications of key personnel your firm would use on this project, including any subcontractors that are considered as key personnel on this project.
- c. **Scheduling.** Delineate the project scheduling process your firm uses. Use some or all of the projects in the Experience Summary section, as well as other projects (if necessary), as specific examples, which demonstrate your ability to deliver your work on time.

4. Firm's Experience Summary

Section 4 shall be a maximum of eight pages entitled "Firm's Experience Summary" (please limit to three (3) projects), and shall briefly describe related past projects completed along with a discussion comparing similarities with this proposed project. Section 4 shall also contain professional references, including names and telephone numbers for each sample project.

5. Work Plan

Section 5 shall be a maximum of six pages entitled "Work Plan", and will outline how the Contractor's team intends to prepare and complete all tasks identified in their proposal, and anticipated timelines for each task for this project.

6. Cost

The cost portion of the proposal shall be for a firm price not to exceed \$50,000 that identifies a breakout of the pricing for each element of the proposed project. If an hourly rate is quoted, the anticipated total number of hours should be included for the project.

7. Draft Scope of Work

Contractors should submit a draft Scope of Work that is intended to be incorporated as Attachment II in the resultant contract.

SELECTION PROCESS

The selection committee will include representatives from the Steering Committee, which is comprised of representatives from each of the five counties. The criteria for selecting the Contractor recommended for selection by the Board of Supervisors is provided below:

- (1) Reputation and Experience. Does the Contractor have a reputation of being reliable, delivering on schedule, and performing tasks to the satisfaction of its clients? Does the Contractor have sufficient experience in the kind of work required?
- (2) Capability and Availability of Staff. Does the designated firm have the qualified and experienced staff needed to perform this job?
- (3) Understanding of the Problem. Does the firm understand the issues and has it developed a relevant and effective approach?
- (4) Proximity of the Firm. Other factors being equal or relatively insignificant, the County shall strive to retain firms based in the local area, especially Butte County firms.
- (5) Financial Stability of the Firm. Does the firm have financial strength and stability?
- (6) Cost. Is the cost reasonable for the proposed task, and is the cost within the budget for this project?

Selection will consist of two levels of review. Level I will consist of evaluating the proposals for the purpose of establishing the most qualified Contractors. Level II will be used to select the finalist. This level may include a request for a presentation from the finalists, proposal fact finding and negotiation of contract terms and conditions.

COUNTY NOTICES

Any questions related to this RFP are to be directed to the county contact person identified above. Do not contact other County personnel or selection committee members regarding this project or the selection procedures.

All proposing firms responding to this RFP should note the following:

- A. All work performed for Butte County, including all documents associated with the project, shall become the exclusive property of Butte County.
- B. Butte County reserves the right to:
 1. Reject any or all submittals;
 2. Request clarification of any submitted information;
 3. Waive any informalities or irregularities in any qualification statement;

4. Not enter into any contract;
5. Not to select any firm;
6. Cancel this process at any time;
7. Amend this process at any time;
8. Interview firms prior to award;
9. Enter into negotiations with one or more firms;
10. To award more than one contract if it is in the best interest of the County;
11. To issue similar RFPs in the future; or
12. To request additional information during the interview.

C. The selected firm is expected to perform and complete the project in its entirety.

D. Any and all costs arising from this RFP process incurred by any proposing firm shall be borne by the firm without reimbursement by Butte County.

E. Contractors that submitted a proposal in response to an RFP but were unsuccessful in their attempt to obtain a contract or recommendation for contract award may request a debriefing to learn the general reasons for selection of a competitor for contract award. Requests for debriefings shall be directed to the Contracts Manager, 3-A County Center Dr, Oroville, CA 95965-3334, telephone 530.538.7064. Debriefings may be conducted via telephone, Email or during a face-to-face meeting at the County offices in Oroville, California.

Companies that have received a debriefing, but continue to feel aggrieved in connection with the solicitation or award of a contract may submit a protest to the General Services Director, 3-A County Center Dr, Oroville, CA 95965-3334. All protests must be made in writing, signed by an individual authorized to sign the submitted proposal, and must contain a statement of the reason(s) for the protest: citing the law, rule, regulation or procedure on which the protest is based. Contractor capabilities, project characteristics and/or pricing features that were not included in the Contractor's proposal shall not be introduced during the protest process. The protest shall be submitted within seven (7) working days after such aggrieved person or company knows or should have know of the facts giving rise thereto or within seven working days following the debriefing.

MODEL CONTRACT

The firm selected shall be expected to execute a contract substantially as the one shown as Exhibit A.

DISCLOSURE OF INFORMATION

All information and materials submitted to the County in response to this RFP may be reproduced by the County for the purpose of providing copies to authorized County personnel involved in the evaluation of the proposals, but shall be exempt from public inspection under the California Public Records Act until such time as a Contract is executed. Once a Contract is executed, the California Public Records Act limits the County's ability to withhold data relating to proprietary information or trade secrets, as defined by statute. If a Contractor's proposal contains any such proprietary information or trade secret that the Contractor does not want disclosed to the public, subsequent to the execution of the Contract, each sheet of such information SHALL be marked by the Contractor as "proprietary information" or "trade secret." If, after the Contract is executed, a third party requests a copy of any Contractor's proposal and such documents contain material marked "proprietary information" or "trade secret," the County shall withhold that information if it meets the statutory definition of proprietary information or trade secret and the Contractor agrees to defend, indemnify, and hold harmless the County in any subsequent legal action based on its withholding.

TIMING AND SCHEDULE

All responses to this RFP must be submitted on or before 4:00 p.m. on Friday, October 30, 2009.

ATTACHMENT I

STANDARD INSURANCE REQUIREMENTS

Before the commencement of work, Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage and minimal amounts specified:

A. MINIMUM SCOPE OF INSURANCE.

- 1.) Commercial General Liability coverage (Insurance Services Office (ISO) "occurrence" form CG 0001 1185).]
- 2.) Automobile Liability Insurance – standard coverage offered by insurance carriers licensed to sell auto liability insurance in California. Construction contracts only - Insurance Services Office's Business Auto Coverage form number CA 0001 0187 covering "any auto" and endorsement CA 0029 1288 Changes in Business Auto and Truckers Coverage forms - Insured Contract.
- 3.) Workers' Compensation Insurance as required by the Labor code and Employers Liability insurance
- 4.) Professional Liability Insurance - when the contract involves professional services such as engineering architectural, legal, accounting, instructing, and consulting, professional liability insurance is required.

B. MINIMUM LIMITS OF INSURANCE.

- 1.) **General Liability:** At least \$1,000,000 combined single limit **per occurrence** coverage for bodily injury, personal injury and property damage, plus an annual aggregate of at least \$2,000,000. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be **twice** the required per occurrence limit. The Contractor or Contractor's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.
- 2.) **Automobile Liability:** At least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages. However, policy limits for construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the Contractor to fulfill the requirements of this contract, and coverage shall be provided for "Any Auto", Code 1 as listed on the Accord form Certificate of Insurance.
- 3.) **Workers' Compensation and Employer's Liability:** Workers' Compensation insurance up to policy limits and Employer Liability insurance each with policy limits of at least \$1,000,000 for bodily injury or disease.
- 4.) **Professional Liability Insurance (Delete if not contracting for professional services)**
Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 per occurrence or \$1,000,000 or on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS.

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the County, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

D. OTHER INSURANCE PROVISIONS.

1.) General liability insurance policies shall be endorsed to state:

- a.) The County, its officers, officials, employees and volunteers are to be covered as insured as respects liability arising out of activities performed by or at the direction of the Contractor, including products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees or volunteers.
- b.) Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c.) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2.) Construction contracts. Construction contracts must also provide an endorsement for Automobile liability insurance, which includes the items listed in D1 above.

E. ACCEPTABILITY OF INSURANCE CARRIERS.

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a Best's rating of no less than A-: VII. If the Contractor's insurance carrier is not licensed to sell insurance in the State of California, then the carrier must possess a Best rating of at least A: VIII. (For Best ratings go to <http://www.ambest.com/>)

F. VERIFICATION OF COVERAGE.

Contractor shall furnish the County **certificates of insurance** and original **endorsements** affecting coverage required by this clause. All certificates of insurance and endorsements are to be received and approved by the County before work under the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this contract.

Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to County written notice 30 days before any of the insurance policies described herein are cancelled. Contractor agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.

G. SUBCONTRACTORS.

Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.

ATTACHMENT II

SCOPE OF WORK

Unless indicated otherwise herein, the Contractor shall furnish all labor, materials, transportation, supervision and management, and pay all taxes required to complete the project described below:

CONTRACTOR RESPONSIBILITY

Contractor Tasks:

1. Identify and present up to three model governance structures for the Five County planning effort.

There are various groups and jurisdictions involved in this planning effort including counties, municipalities, special districts, independent groundwater pumpers, environmental advocates and other interested citizens. With this wide range of stakeholder interest the governance structure is foundational to the success of the planning effort. Different governance models have been employed by other IRWMPs based on the stakeholder makeup and other significant factors. Under this task, the Contractor will identify possible governance structures that may be appropriate for this planning effort and present them to the group for consideration.

2. Work with the steering committee to identify and develop a planning process for the Integrated Regional Water Management Plan.

Integrated Regional Water Management requires a multifaceted approach to planning which includes direct and indirect input from a variety of stakeholder groups. This task would require the Contractor to work with the steering committee to identify an appropriate planning process to move the group forward. This process would contain a task list for the planning effort which presents the sequential steps necessary for a successful outcome. The planning process should anticipate completion of the plan in a two-year timeframe.

Contractor Milestones:

Tasks identified in the RFP shall be completed within ten months of the execution of the contract.

Meetings:

Contractor shall meet with the Steering Committee and other stakeholders as appropriate for completion of the tasks, but a minimum of three times throughout the course of the contract.

Contractor Reports:

Contractor shall submit five copies of a draft final report and final report describing their recommendations as outlined in the Scope of Work.

Contractor Compensation:

Costs associated with this project shall not exceed \$50,000. Payments will be made on a reimbursable basis through the submittal of invoices by Contractor explaining the associated costs. This funding is made available through a contract with the State Department of Water Resources. If such funding becomes unavailable for any reason, contract between the Contractor and Butte County shall be terminated. At such time as the County is made aware of the unavailability of funding, notice shall be made to stop work and payment shall be made for work completed through the date of such notification.

COUNTY RESPONSIBILITY

Butte County staff of the Department of Water and Resource Conservation shall work with Contractor to organize meetings and provide meeting forums as appropriate.

Attachment III

TERMS AND CONDITIONS

1. **Scope of Work.** The work to be undertaken is identified in the attached "Attachment II – Scope of Work" which is made a part of this Contract.
2. **Reimbursement.** The work shall be performed for the price indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.
3. **County Project Manager.** The County project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
4. **Independent Contractor.** Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.
5. **Confidentiality and Ownership.** The County retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the County by the Contractor, and the Contractor shall not disclose any information, whether developed by the Contractor or given to the Contractor by the County.
6. **Termination.** This Contract may be terminated by either the County or Contractor by a thirty day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.
7. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the County, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the active negligence or willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker's compensation acts, disability benefit acts, or other

employee benefits acts. Contractor shall be liable to County for any loss of or damage to County property arising out of or in connection with Contractor's negligence or willful misconduct.

8. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment I to this Contract.

9. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract.
10. **Contractor's Standard of Care.** County has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Contract. Contractor hereby warrants that all of Contractor's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.
11. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.
12. **Termination for Exceeding Maximum Term.** Contracts exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.
13. **Compliance with Laws.** Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.
14. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the County of Butte.
15. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment III TERMS AND CONDITIONS shall prevail.