



22450 Headquarters Drive ♦ Apple Valley, California 92307
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August 18, 2009

RE: Mojave Water Agency Request for Proposals – 2010 Urban Water Management Plan

To Whom It May Concern:

Enclosed please find a copy of the referenced Request for Proposals. Note that **all proposals must be received in the MWA office, 22450 Headquarters Drive, Apple Valley, CA, 92307 no later than 4:30 p.m. on October 5, 2009.**

If you have any questions, please contact me at (760) 946-7046 or by email: tgobler@mojavewater.org.

Sincerely,

Timothy E. Gobler
Water Resources Planning Analyst

Enclosure

**Mojave Water Agency
Request for Proposals
2010 Urban Water Management Plan**

Background

The Mojave Water Agency (MWA) is a regional water management entity created by special act of the State Legislature. As one of 29 Contractors with the California Department of Water Resources (DWR), the Agency currently has an annual Table "A" Amount of up to 75,800 acre-feet of water from the State Water Project (SWP). MWA encompasses some 4,900 square miles within the High Desert region of San Bernardino County in Southern California, and contains several distinct groundwater basins. Two of those basins and their sub-basins have been adjudicated due to long-term overdraft of groundwater for agricultural, municipal and industrial water supplies. The region is entirely dependent upon groundwater supply. MWA has constructed and is actively pursuing additional capital facilities for the delivery of imported water supplies. MWA has also entered into entitlement exchange programs with other State Water Project Contractors, and has developed ground water storage programs. Significant quantities of data on basin hydrogeology, ground water levels, water quality and water production and changes in ground water in storage have been collected.

MWA is an Urban Water Supplier (wholesale) as defined in the California Water Code and is required to prepare and submit to DWR an Urban Water Management Plan (UWMP) every five years, ending in "0" and "5". MWA prepared and adopted a 2005 UWMP and is now beginning preparation for its 2010 UWMP. MWA staff has developed a water use projection spreadsheet model to be used as the basis for the 2010 UWMP. MWA is aware that a 20x2020 water conservation component will likely need to be included in the projections. A key component of water supply analysis is the DWR State Water Project Delivery Reliability report. Current planning projections are being prepared using the 2007 report; however, a draft of the report for 2009 is anticipated from the DWR this fall. The updated reliability information will likely cause changes to MWA's water supply projections, and any changes or updates to the original projections will need to be incorporated into the MWA model and the UWMP. The selected consultant will also assist the MWA by participating in model update with the information described and an audit of the basic spreadsheet model.

About the MWA Model

The Excel spreadsheet model was developed to quantify water use from 2000 to the present, project future water demands and identify the supply-demand balance to 2035. The model combines population growth projections with water use data to forecast total water demand in future years. Water uses were broken out into specific categories and assumptions made about each to more accurately project future use. Three separate data sets were collected and included in the model – current population, current water use by type, and projected population.

Current population was estimated using three data sets. Baseline population was taken from 2000 Census block data by subarea, selected using the MWA Geographic Information System (GIS). Population from years 2001-2008 within incorporated cities was taken from annual California Department of Finance (DOF) estimates, and population in unincorporated areas was estimated using housing start data provided by San Bernardino County Land Use Services. DOF and County data were combined to determine total population for each subarea.

Single Family Residential (SFR) and Multi-Family Residential (MFR) populations were separated in the model because conservation factors were applied to SFR water use for future years but not MFR water use. SFR population was estimated using the number of active service connections reported by water retailers and multiplying by household size. Household size data were taken from the 2000 Census and the American Community Survey 2005-07, and interpolated linearly for intermediate years. MFR population was calculated as total population minus SFR population.

Additional documentation describing the methodologies used to forecast future water demands, and the initial draft results of the projections is available upon request. Please contact Tim Gobler (tgobler@mojavewater.org) for additional information.

Purpose of the RFP

This Request for Proposals (RFP) is intended to solicit proposals from qualified consulting firms to prepare MWA's 2010 Urban Water Management Plan in accordance with the California Water Code and DWR UWMP guidelines. Current issues in Sacramento, including the Bay-Delta and pending 20x2020 laws, create a number of unknowns in terms of new requirements for 2010 UWMPs. DWR announced it expects to release the guidebook for 2010 UWMPs sometime in late 2009 or early 2010. The selected firm will need to stay updated on any new legislative mandates after issuance of this RFP, as well as requirements outlined by DWR, to be addressed in the UWMP. Given the current level of uncertainty of new requirements for 2010 UWMPs, the MWA seeks to work collaboratively with the firm throughout Plan development, to allow for flexibility and to make changes as necessary pending evolving requirements.

47 retail water purveyors currently exist within MWA boundaries, and seven of those submitted 2005 UWMPs to DWR. As the region's water wholesaler, MWA's UWMP serves as a primary component of information for many of the retailers' Plans. MWA intends to complete a final draft of its Plan 6 months ahead of the deadline for the benefit of the retailers preparing UWMPs.

MWA Goal

It is the goal of the MWA to have a Final Draft 2010 Urban Water Management Plan completed no later than June 30, 2010, and to submit the Final UWMP to the Department of Water Resources not later than the end of December, 2010.

Tasks

The work to be conducted for this RFP will consist of the following tasks:

Task 1: Data collection & research, preparation of a Technical Memorandum.

- Identify new legislative requirements (if any) subsequent to issuance of RFP
- Identify new requirements in the DWR guidebook for 2010 UWMPs
- Utilize population and water supply/demand projections provided by MWA (including SWP reliability estimates) and apply UWMP requirements through 2030 (maintain projections through 2035)
- Participate in review, audit and update of the spreadsheet model to assure consistency with MWA objectives and UWMP guidelines

Deliverable: Draft Technical Memorandum for review by MWA staff summarizing findings and data collected. Include a summary of new requirements since the 2005 UWMP cycle, and recommend an approach to Plan development.

Task 2: Consult with MWA staff on findings in draft Technical Memorandum; include implications for new or revised MWA water allocation, conservation, delivery, storage policies, and new legislative and DWR requirements.

Deliverable: Final Technical Memorandum including the results of consultation with MWA staff and implications for new or revised MWA water allocation, conservation, delivery, storage policies, and new legislative and DWR requirements.

Task 3: Prepare a draft Plan in conjunction with MWA staff and Technical Advisory Committee (TAC) process.

- Address all items in DWR guidebook for 2010 UWMPs
 - o Facilitate up to five (5) meetings with TAC during Plan development. Develop the draft Plan in a collaborative effort with MWA staff, Board of Directors, and stakeholders.
 - o Consider recommendations/comments from meetings and make changes to draft Plan as applicable.

Deliverable: Draft Urban Water Management Plan.

Task 4: Present draft Plan to MWA Planning Resources & Technology (PRT) Committee and Board of Directors.

- Present draft Plan at up to two (2) PRT Committee meetings and up to two (2) Board meetings (workshop setting)
- Consider recommendations/comments from meetings and make changes to draft Plan as applicable

Deliverable: Revised draft UWMP.

Task 5: Prepare Final Draft Plan for adoption by MWA Board of Directors.

- Complete Final Draft Plan by June 30, 2010
- Present recommended plan to the Board of Directors for adoption (tentative Board meeting date for Plan adoption: November 10, 2010)

Final Deliverables: Final 2010 Urban Water Management Plan, including appendices with supporting data and figures. Provide fifteen (15) paper copies of the report, an electronic file of the entire report (Adobe PDF) and individual electronic files for all text (MS Word), figures, tables (Excel or Word) and graphics.

Meetings: The selected consultant will be required to attend at minimum 3 internal meetings and ten (10) public meetings, including the Technical Advisory Committee (TAC), Planning Resources & Technology (PRT), and Board of Directors as described in Tasks, above. Include costing information sufficient to determine added costs associated with the addition of public meetings if needed. In addition, regular conference call project updates are anticipated approximately every two weeks, as needed, during active development of the Plan.

Proposed Schedule of Events

<u>Event</u>	<u>Date</u>
Release Request for Proposals	August 18, 2009
Proposals Due in MWA Offices (4:30 p.m.)	October 5, 2009
Staff Recommendations to MWA Board*	November 12, 2009
Notice of Selection/Contract Negotiations	November 16, 2009
Complete Final Draft Plan	June 30, 2010
Anticipated project completion (not later than)	December 30, 2010

*Based on the quality of the proposals received, MWA staff may elect to schedule interviews with a limited number of submitting firms. If MWA staff determines that it is necessary to conduct interviews, individual appointments will be scheduled and the schedule may be adjusted.

Costing Information

Proposers will be required to submit a cost summary briefly identifying each task anticipated, the work product for the task, total hours for each task, staff to be assigned to the task, and a total cost for each task. The summary will indicate the total cost for the work proposed. Time and materials costs will also be provided to indicate what charges would be levied if requested to do work outside of the scope submitted or ultimately agreed to by MWA. *All costing information is to be sealed and submitted separately from the main proposal and stating TO BE OPENED BY ADDRESSEE ONLY- ATTN: NORMAN CAQUETTE.*

Submittal Requirements

Submit 5 complete proposals containing, at minimum, the following:

- Cover letter. A principal of the firm authorized to commit the firm to the proposal must sign the letter.
- Introduction. Briefly describe the consultant or consultant team, including history, general capabilities, financial strength, and area of practice. No more than one page per firm.
- Approach. Present the firm's understanding of the key issues and its overall approach. Please limit to five pages.
- Scope. Describe how the consultant will complete the specified tasks, any modifications thereto, the products to be expected at given milestones, and a complete schedule including a Gantt chart. Please limit to 15 pages.
- Schedule. Describe the timeline that the consultant believes reasonable and necessary to complete the tasks, by phase, identified in this RFP.
- Staffing Plan. Describe the consultant's key project team members, the qualifications of each team member for their assigned task, and the consultant's project management program including the proposed levels and methods of communication with MWA staff managing the project. Please show manpower requirements by category and by task. Please limit to eight pages.
- Experience. Present the consultant's experience directly applicable to the tasks identified. Please limit to five pages.
- References. Provide at least five references for the consultant's work in similar or related projects. Include a contact person, their telephone number, and a brief description of the work performed.
- Resumes. Provide resumes of all key staff members. Identify those staff that would have primary responsibility for project management and development.
- Other Material. Include other relevant material that the consultant may wish to submit. Supplemental material should be compiled separately as an appendix to the Proposal.
- Fee. The consultant's fee schedule and estimated project costs are to be submitted in a **separate sealed envelope** plainly marked "To Be Opened by Addressee Only – Attention Norman Caouette".

- Insurance and Indemnification. The successful Proposer will be required to satisfactorily indemnify the Agency, its Board of Directors, Officers and Employees, of all liability from the activity undertaken by the Proposer or his or her subcontractors in meeting the requirements of this proposal. The successful firm will also be required to acquire and maintain Certificates of Insurance naming the Mojave Water Agency as an additional insured. The following or equivalent language will be included in a services agreement between the selected consultant and the Mojave Water Agency:

INSURANCE:

CONTRACTOR shall secure and maintain in full force and effect, until the satisfactory completion and acceptance of the Project by AGENCY, such insurance as will protect it and the AGENCY in such a manner and in such amounts as set forth below. The premiums for said insurance coverage shall be paid by the CONTRACTOR. The failure to comply with these insurance requirements may constitute a material breach of this Agreement, at the sole discretion of the AGENCY.

- (a) Certificates of Insurance: Prior to commencing services under this Agreement, and in any event no later than ten (10) calendar days after execution of this Agreement, CONTRACTOR shall furnish AGENCY with Certificates of Insurance and endorsements verifying the insurance coverage required by this Agreement is in full force and effect. The AGENCY reserves the right to require complete and accurate copies of all insurance policies required under this Agreement.
- (b) Required Provisions: The insurance policies required by this Agreement shall include the following provisions or have them incorporated by endorsement(s):
 - (1) Primary Coverage: The insurance policies provided by CONTRACTOR shall be primary insurance and any self-insured retention and/or insurance carried by or available to the AGENCY or its employees shall be excess and non-contributory coverage so that any self-insured retention and/or insurance carried by or available to the AGENCY shall not contribute to any loss or expense under CONTRACTOR's insurance.
 - (2) Additional Insured: The policies of insurance provided by CONTRACTOR, except Workers' Compensation and Professional Liability, shall include as additional insureds: the AGENCY, its directors, officers, employees, and agents when acting in their capacity as such in conjunction with the performance of this Agreement. Such policies shall contain a "severability of interests" provision, also known as "Cross liability" or "separation of insured".
 - (3) Cancellation: Each certificate of insurance and insurance policy shall provide that the policy may not be non-renewed, canceled (for reasons

other than non-payment of premium) or materially changed without first giving thirty (30) days advance written notice to the AGENCY, or ten (10) days advance written notice in the event of cancellation due to non-payment of premium.

- (4) Waiver of Subrogation: The insurance policies provided by CONTRACTOR shall contain a waiver of subrogation against AGENCY, its directors, officers, employees and agents for any claims arising out of the services performed under this Agreement by CONTRACTOR.
 - (5) Claim Reporting: CONTRACTOR shall not fail to comply with the claim reporting provisions or cause any breach of a policy condition or warranty of the insurance policies required by this Agreement that would affect the coverage afforded under the policies to the AGENCY.
 - (6) Deductible/Retention: If the insurance policies provided by CONTRACTOR contain deductibles or self-insured retentions, any such deductible or self-insured retention shall not be applicable with respect to the coverage provided to AGENCY under such policies. CONTRACTOR shall be solely responsible for any such deductible or self-insured retention and the AGENCY, in its sole discretion, may require CONTRACTOR to secure the payment of any such deductible or self-insured retention by a surety bond or an irrevocable and unconditional letter of credit.
 - (7) Sub-Contractors: CONTRACTOR shall include all sub-contractors as additional insureds under the insurance policies required by this Agreement to the same extent as the AGENCY or shall furnish separate certificates of insurance and policy endorsements for each sub-contractor verifying that the insurance for each sub-contractor complies with the same insurance requirements applicable to CONTRACTOR under this Agreement.
- (c) Insurance Company Requirements: CONTRACTOR shall provide insurance coverage through insurers that have at least an "A" Financial Strength Rating and a "VII" Financial Size Category in accordance with the current ratings by the A. M. Best Company, Inc. as published in *Best's Key Rating Guide* or on said company's web site. In addition, any and all insurers must be admitted and authorized to conduct business in the State of California and be a participant in the California Insurance Guaranty Association, as evidenced by a listing in the appropriate publication of the California Department of Insurance.
- (d) Policy Requirements: The insurance required under this Agreement shall meet or exceed the minimum requirements as set forth below:
- (1) Workers' Compensation: CONTRACTOR shall maintain Workers'

Compensation insurance as required by law in the State of California to cover CONTRACTOR's obligations as imposed by federal and state law having jurisdiction over CONTRACTOR's employees and Employers' Liability insurance, including disease coverage, of not less than \$1,000,000.

- (2) General Liability: CONTRACTOR shall maintain Comprehensive General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$1,000,000 aggregate. The policy shall include, but not be limited to, coverage for bodily injury, property damage, personal injury, products, completed operations and blanket contractual to cover, but not be limited to, the liability assumed under the indemnification provisions of this Agreement. In the event the Comprehensive General Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years after the satisfactory completion and acceptance of the Project by AGENCY.
- (3) Automobile Liability: CONTRACTOR shall maintain Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence for any owned, hired, or non-owned vehicles.
- (4) Property Coverage – Valuable Papers: Property coverage on an all-risk, replacement cost form with Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, plans or other similar data, whether in hard copy or electronic form, relating to the services provided by CONTRACTOR under this Agreement.

INDEMNITY:

- (a) CONTRACTOR shall defend, indemnify and hold AGENCY, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of the work to be performed under this Agreement, including without limitation, any and all such claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, arising by reason of death or bodily injury to one or more persons, including the employees of CONTRACTOR; injury to property of any kind, including loss of use; or economic damages of any kind, caused by, or arising out of, any alleged or actual act or omission, regardless of whether such act or omission is active or passive, by CONTRACTOR, any of CONTRACTOR's sub-contractors or AGENCY, including their respective directors, officers,

employees, agents and assigns, excepting only such matters arising from the sole negligence or willful misconduct of the AGENCY.

- (b) CONTRACTOR shall defend, indemnify and hold AGENCY, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of any infringement or alleged infringement of any patent, copyright or trademark and arising out of the use of any equipment or materials furnished under this Agreement by the CONTRACTOR or CONTRACTOR's sub-contractors, including their respective directors, officers, employees, agents and assigns, or out of the processes or actions employed by, or on behalf of, the CONTRACTOR or CONTRACTOR's sub-contractors, including their respective directors, officers, employees, agents and assigns, in connection with the performance of services under this Agreement. CONTRACTOR shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials or processes, or to modify at its expense such infringing equipment, materials, and processes so they become non-infringing, provided that such substituted and modified equipment, materials, and processes shall meet all the requirements and be subject to all the provisions of this Agreement.
 - (c) CONTRACTOR shall defend, indemnify and hold AGENCY, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of any breach by CONTRACTOR or CONTRACTOR's sub-contractors, including their respective directors, officers, employees, agents and assigns, of the aforesaid obligations and covenants, and any other provision or covenant of this Agreement.
 - (d) It is the intent of the Parties to this Agreement that the defense, indemnity and hold harmless obligation of CONTRACTOR under this Agreement shall be as broad and inclusive as may be allowed under *California Civil Code* §§ 2778 through 2784.5, or other similar state or federal law.
- Questions. Please direct all questions in writing to Norman Caouette, Assistant General Manager. Written questions must be received in the Agency office at least seven working days prior to the submittal date.
 - Selection Process. The MWA may select no more than three consultant teams judged to be most responsive for interviews. MWA may also determine that it is not necessary to conduct interviews. The top-ranked consultant team will be notified by

the Agency, its fee proposal opened, and negotiations entered into. In the event negotiations are not successful, the Agency will terminate negotiations with the first-ranked firm and commence negotiations with the second-ranked firm, and will continue in this manner until a consultant has been selected or the Agency concludes that a viable candidate has not been identified.

MWA may reject all proposals. The Agency reserves the right to reject all proposals. The MWA may determine to discontinue the scope of work at any time.