

# **REQUEST FOR QUALIFICATIONS**

## **Groundwater Fee Study Development (July 2022-June 2023)**

**Proposals Due: June 10, 2022**



**Cosumnes Groundwater Authority  
8970 Elk Grove Blvd.  
Elk Grove, CA 95624**

[info@CosumnesGroundwater.org](mailto:info@CosumnesGroundwater.org)

**Cosumnes Groundwater Authority**  
**Request for Qualifications – Groundwater Fee Study Development**

**SECTION 1 - INVITATION TO RESPOND**

Qualifications will be accepted via email by Austin Miller at [info@cosumnesgroundwater.org](mailto:info@cosumnesgroundwater.org) until **end of day June 10, 2022**.

Major components of the work will consist of: engagement with the Cosumnes Groundwater Authority Board of Directors; analysis of all relevant data, including parcel specific data; preparation of a groundwater fee study.

Pursuant to Section 1770 Labor Code, the Department of Industrial Relations has ascertained general prevailing rate of wages in the county in which the work is to be done.

**SECTION 2 – GENERAL INFORMATION**

The Cosumnes Groundwater Authority (Authority) is seeking a qualified consultant to assist the Board of Directors (Board) in developing a funding structure and fee study to support the implementation of the Cosumnes Subbasin Groundwater Sustainability Plan and the Authority's other relevant activities. Services will include all the tasks listed in Section 3.

**Authority Organization and Operations**

The Authority overlays the Cosumnes Subbasin, a medium priority subbasin, located in the southern portion of Sacramento County, and part of Amador County. The Authority is a joint powers authority (JPA) consisting of the 7 Groundwater Sustainability Agencies (GSAs), or Member Agencies, within the subbasin, Omochumne-Hartnell Water District ([website](#)), Sloughhouse Resource Conservation District ([website](#)), Galt Irrigation District ([website](#)), Clay Water District ([website](#)), City of Galt ([website](#)), Amador County Groundwater Management Authority ([website](#)), and Sacramento County ([website](#)), and has been designated to implement the Cosumnes Subbasin Groundwater Sustainability Plan (GSP).

**Project Description**

- Identify the Authority's funding needs during the 5-year period covered by the Fee Study (Fiscal Year 2023-2024 through Fiscal Year 2026-2027) for all of the Authority's activities, including projects, management actions, and administrative activities.
- Evaluate the fee structure adopted and implemented by the GSAs for Fiscal Year 2021-2022 and Fiscal Year 2022-2023.
- Obtain and analyze all data relevant for the development of the fee structure, including parcel specific information such as estimated groundwater use, parcel size, crop type,

irrigated acreage, etc.

- Provide recommendations to the Board on a fee structure that meets all legal requirements and the Authority’s funding needs during the five-year period.

#### Project Schedule

<u>Event</u>	<u>Date</u>
CGA Issues RFQ	May 27, 2022
Deadline for Proposals	June 10, 2022
CGA Board Selects Proposal	June 20, 2022
Anticipated Contract Start Date	July 1, 2022
Draft Fee Study Presented to Board	November 2022
Final Fee Study Presented to Board	April 2023

#### Project Location

- The Cosumnes Subbasin, located in Southeast Sacramento County and Western Amador County. The Authority meets monthly in Galt, California.

#### Inquiries

- All inquiries concerning this Request for Qualifications (RFQ) must be directed in writing to Austin Miller at [info@cosumnesgroundwater.org](mailto:info@cosumnesgroundwater.org).

#### Proposal Submission

- Submit one original via email to Austin Miller at [info@cosumnesgroundwater.org](mailto:info@cosumnesgroundwater.org) by end of day on June 10<sup>th</sup>, 2022.

#### Proposal Preparation Cost

- Costs for developing proposals are entirely the responsibility of the proposers and shall not be chargeable to the Authority.

### **SECTION 3 – PROJECT DESCRIPTION**

#### **Task 1. Board Workshops**

Working with, and at times educating, the Board will be needed to ensure the consultant understands what the Board’s needs and preferences are. As public agencies, these are also opportunities for the public to inquire about the process.

#### **Task 2. Development of Fee Study**

It is the intent of the Member Agencies that one (1) Fee Study be developed to determine Member Agencies’ contributions to fund all activities for which the Authority will be responsible during the five-year period covering Fiscal Year 2023-2024 through Fiscal Year 2026-2026. Member

Agencies' contributions will be determined based on an agreed upon methodology which the Fee Study will articulate. Once the Fee Study is developed, Member Agencies will be responsible for securing the required funding through whatever process they determine to be appropriate considering their individual and collective authorities.

### **Task 3. Public Outreach**

Ensuring the public is included in this planning process is of utmost importance. Support for two (2) public workshops, development of an informational sheet, and development of other outreach tools should be anticipated.

### **Task 4. Project Management**

Coordinate with the Authority as necessary. Invoices will be submitted monthly by the second Wednesday of the following month.

## **SECTION 4 – REQUIRED KNOWLEDGE, SKILLS AND ABILITIES**

### General Requirements

- Experience working with local governmental agencies to implement fees and assessments
- Experience working with a variety of stakeholders and ability to aggregate many different ideas and opinions
- Experience working with groundwater related fees and assessments

### Knowledge of:

- Laws and regulations governing groundwater management fees and assessments in Sacramento County and the State of California.
- The Sustainable Groundwater Management Act (SGMA) and the role of GSAs in implementing SGMA.
- Socioeconomic dynamics of a region consisting of agriculture, rural residential, and urban land types.

## **SECTION 5 – PROPOSAL REQUIREMENTS**

### Cover Letter

The proposal shall be transmitted with a cover letter that includes the name, address, telephone number, fax number and e-mail address of the firm with point of contact.

### Resume

Provide a resume of no more than two pages that summarizes responsible personnel's experience, education, knowledge, skills and abilities.

## Proposal

Include in the Proposal:

- Brief description of the company's experience that demonstrates the ability to perform the essential functions and provide the required knowledge, skills and abilities.
- List of any subcontractors to perform any stated duties and their qualifications.
- Identification of the individuals that will be responsible for performing the work including a description of each individual's expected contribution and a summary of their experience, education, specialized training, certificates or licenses obtained that demonstrates their fitness for this work.
- Budget for the work to be performed with breakout for unit costs and totals for each task and any equipment or consumables.
- A list of at least three references from private entities or public agencies that the company has performed work for. Please provide a name, address, telephone number, fax number and e-mail address for a contact person for each reference. It is the intention of the Authority to verify all references prior to making the final selection.
- Any additional information considered relevant in assessing the firm's qualifications and experience.

Address the proposal to:

Austin Miller, CGA Administrator, electronically to [info@cosumnesgroundwater.org](mailto:info@cosumnesgroundwater.org)

## **SECTION 6 – PROPOSAL RATING**

Proposals will be evaluated in detail by Authority staff and additional information may be requested from candidates.

The following represents the principal selection criteria that will be considered during the evaluation process:

- Experience: This includes the past experience of the company and the key individuals that will perform the work in conducting fee studies of the sort requested by the Authority.
- Education and Expertise: Education, specialized training, certificates, or licenses obtained that demonstrate the company's expertise in the field and active participation in professional or trade associations.
- Strengths: Characteristics, traits, and strengths that make for a strong candidate and the motivation for wanting to work for the Authority.
- Cost: Proposed cost to perform the services required.

The Authority reserves the right not to award a contract, to modify the scope of services required as necessary and/or to accept or reject any or all submittals received as a result of this request.

## **SECTION 7 – TERMS AND CONDITIONS**

### Term of Agreement

The term of the agreement shall be Fiscal Year 2022-2023 (July 1, 2022 – June 30, 2023).

### Standard Terms and Conditions

The following clauses, in substantially the form presented, will be made part of a contract the selected company will be expected to sign. It is anticipated that modifications and additions may be required once a Contractor has been selected.

1. Termination and Breach of Contract: The Authority may terminate the Contract for the breach of any covenant, term and condition of the Contract by the Contractor, its officers, agents or employees, provided the breach is not cured within ten (10) days after written notice thereof is presented to Contractor. In the event that the Contract is for any reason terminated for cause by the Authority, Contractor shall be liable to the Authority for the expense of the Authority arranging to obtain any services provided herein from an alternative source. The Authority may terminate this Contract after thirty (30) days notice for any reason. If the Authority terminates this Contract without cause as provided for herein, Authority shall be liable for the reasonable value of Contractor's work up to the effective date of the notice. The Authority's determination of the reasonable value of the Contractor's work shall be final.
2. Time of the Essence: Time shall be of the essence with respect to each term and condition of the Contract.
3. Indemnity: Contractor agrees to fully indemnify, defend and hold harmless the Authority, its officers, employees and agents from any and all loss, damage, liability, claim, demand, or cause of action whatsoever resulting from or alleged to have arisen out of or have resulted from any act or omission of Contractor, its officers, employees, agents, independent contractors, or representatives in the performance of this Contract.
4. Independent Contractor: In the performance of the work herein provided for, Contractor shall be, and, is an independent contractor and is not an agent or employee of the Authority. The Authority has and shall retain the right to exercise full control and supervision of the services to be rendered to the Authority and full control over Contractor in the performance of all services hereunder. The Contractor shall be solely responsible for all matters relating to the payment of its employees, and all other regulations governing such matters.

5. Workers' Compensation Insurance Requirements: In addition to any other form of insurance required under the terms of this Contract, the Contractor shall maintain Workers' Compensation insurance with statutory limits for any employees of the Contractor. If any owner or employee is not covered by Workers' Compensation insurance, the Contractor shall provide a statement to the Authority to that affect. The Contractor shall agree to fully indemnify, defend and hold harmless the Authority, its officers, employees and agents from any and all workers' compensation claims by any owner, employee or subcontractor of the Contractor in the performance of this Contract.