

State Water Project Contractors Authority

P.O. Box 2248 Sacramento, Ca. 95812

Directors

*Eddie A. Rigdon, President
Metropolitan Water District
Of Southern California
Brent L. Graham, Vice President
Tulare Lake Basin Water Storage District
William J. Brennan, Secretary
Central Coast Water Authority
James M. Beck
Kern County Water Agency
Russell E. Fuller
Antelope Valley East Kern Water Agency
Thomas E. Levy
Coachella Valley Water District
Dan Masnada
Castaic Lake Water Agency
Karl B. Stinson
Alameda County Water District
David B. Okita
Solano County Water Agency*

February 28, 2006

**RFP 102 – 2006 STATE WATER PROJECT –
SANITARY SURVEY**

Dear Respondent:

The State Water Project Contractors Authority (SWPCA or Authority) is seeking a consulting firm to provide scientific and technical services for the preparation of the 2006 State Water Project Sanitary Survey Update. A copy of RFP 102 is posted on the SWPCA website at www.swpca.net. Also posted, for your reference, is a link to the State Water Project Watershed – 2001 Sanitary Survey Update.

Questions regarding clarification are due, in writing, no later than March 17, 2006. Proposals will be accepted until 2:00 PM, March 24, 2006. Post proposal interviews may be scheduled with a short-list of the respondents.

If you have any questions regarding RFP or submittal process, do not hesitate to call me at (916) 447-7357 Ext. 204.

Sincerely



Clifford Dee Dillon
Interim General Manager

Enclosure

XC: MWQI Participants w/o copy of enclosure
SWPCA Board of Directors "
Clifford Dee Dillon "
Terry L. Erlewine "

STATE WATER PROJECT CONTRACTORS AUTHORITY

REQUEST FOR PROPOSALS

TO PROVIDE

2006 STATE WATER PROJECT SANITARY SURVEY

(RFP No. 102)

March 2006

Questions regarding clarification are due **March 17, 2006**
Proposals will be received until **2:00 p.m., March 24, 2006**,
at The State Water Project Contractors Authority Headquarters,
1121 L Street, Suite 1050
Sacramento, California 95814

TABLE OF CONTENTS

SECTION 1

INFORMATION FOR RESPONDENTS

| | <u>Page</u> |
|---|-------------|
| About the State Water Project Contractors Authority | 1 |
| Brief Description of Services..... | 1 |
| Request for Clarification..... | 1 |
| Confidentiality | 1 |
| Award of Contract..... | 2 |
| Sample Agreement..... | 2 |
| Requesting an RFP..... | 2 |
| Definitions | 2 |

SECTION 2

PROGRAM DESCRIPTION AND SCOPE OF WORK

| | |
|--------------------------|----|
| General | 5 |
| Program Background | 5 |
| Scope of Work | 5 |
| Requirements | 13 |
| Deliverables | 13 |
| Subconsultants | 14 |

SECTION 3

RESPONDENT REQUIREMENTS AND EVALUATION

| | |
|---------------------------|----|
| Evaluation Criteria..... | 15 |
| Proposal Evaluation | 16 |

SECTION 4

PROPOSAL INSTRUCTIONS

General..... 18
Proposal Submittals 18
Joint Venture..... 19

ATTACHMENT

Attachment 1 Sample Agreement

REQUEST FOR PROPOSALS

SECTION 1

INFORMATION FOR RESPONDENTS

About The State Water Project Contractors Authority

The State Water Project Contractors Authority (SWPCA) is a public agency formed in May 2003 pursuant to the Joint Exercise of Powers Act of the State of California. SWPCA's primary purpose is to provide supplemental services to its member agencies and the Department of Water Resources.

SWPCA consists of 22 member agencies that include metropolitan water districts, county water authorities, municipal water districts and water storage districts. SWPCA is governed by a 9-member Board of Directors selected by the member agencies.

SWPCA's members cover parts of California stretching from Plumas County in the north to San Diego County in the south.

Brief Description of Services

SWPCA is seeking experienced and qualified consultant(s) to provide scientific and technical services needed to prepare the 2006 Sanitary Survey for the State Water Project, to be submitted to the Department of Health Services by December 31, 2006.

Request for Clarification

Firms requesting clarification pertaining to this RFP must submit all requests in writing by the close of business on **March 17, 2006**, to Clifford D. Dillon or by e-mail at cdillon@swc.org. SWPCA will determine if additional information is necessary and will respond in writing to all prospective Respondents.

Confidentiality

1. SWPCA is subject to the Public Records Act, California Government Code Section 6250 et seq. As such, all Respondents must identify any trade secret information as defined by California Government Code Section 6254.7 that they wish to remain confidential in its proposal.
2. When submitting trade secret information, such information shall be clearly marked "Confidential." All confidential information submitted by firms not selected will be returned or destroyed as instructed by the Respondent.

Award of Contract

After a Respondent is selected, the award of a contract (agreement) is contingent upon the successful negotiation of terms, acceptability of fees, and formal approval by SWPCA.

Sample Agreement

Attachment 1 is a sample of SWPCA's standard agreement. Before submitting your proposal, you are requested to carefully review all of the provisions set forth in the sample agreement. SWPCA reserves the right to modify, add or delete any of the provisions of the agreement prior to issuance. Insurance requirements are listed in the sample agreement.

Requesting an RFP

1. A copy of the RFP is available free of charge and may be requested by e-mail or fax. To request a copy of this RFP, and to be placed on an RFP mailing list, please send your request by email to cdillon@swc.org. To obtain a copy of the RFP by mail, in person, or by courier, submit your request to the following address:

By mail

State Water Project Contractors Authority
P.O. Box 2248
Sacramento, CA 95812

Attn.: Clifford D. Dillon

RFP No. 102

In person or by courier

State Water Project Contractors Authority
1121 L Street, Suite 1050
Sacramento, Ca. 95814

Attn.: Clifford D. Dillon

RFP No. 102

2. Respondents requesting an RFP shall provide the name, address, telephone/fax number and the e-mail address of their company.

Definitions

1. Agreement: Contractual document specifying the terms and conditions, and defining the scope of work to be performed by the Consultant for a specific project, or on a continuing or on-call basis.
2. Consultant: The party entering into an Agreement with SWPCA for the performance of the work described in this RFP.
3. Fee Schedule: A summary of costs by major components showing proposed hourly rates, including direct labor, indirect cost, and profit.

4. Joint Venture: An association of two or more persons or firms engaged in the cooperative effort of providing services described in the scope of work for which a proposal is being submitted.
5. Key Personnel: Lead members of Consultant's team and actual direct participants in the services. Key personnel may be the Consultant's employees or a Subcontractor.
6. SWPCA: SWPCA as hereinafter used shall refer to The State Water Project Contractors Authority.
7. Project Manager/Agreement Administrator: The person assigned to administer the work to be accomplished by Consultant and the primary point of contact between SWPCA and Consultant.
8. Regional Business Enterprise: Firms having an office located in the counties of Los Angeles, Orange, Riverside, San Bernardino, Ventura and San Diego for at least one year prior to submitting an RFP proposal.
9. Respondent: A sole proprietor, partnership, corporation, or joint venture making a proposal or response to SWPCA's Request for Proposal.
10. RFP: Means this request for proposals.
11. Subcontractor/Subconsultant: Any person, firm, or corporation performing work or rendering service for the Consultant in support of the scope of work for an agreement.

Intentionally left blank

SECTION 2

PROGRAM DESCRIPTION AND SCOPE OF WORK

General

The results of the original State Water Project Sanitary Survey were published in 1990, and update reports were published in 1996 and 2001. The earlier reports constituted detailed inventories of facilities and conditions having implications for the health of persons consuming treated drinking water taken through the State Water Project (SWP). These surveys identified two basic categories of sanitary conditions: those that are systemic in nature, and those directly under control of the Department of Water Resources (DWR) and/or State Water Contractor (SWC) agencies. Some recommendations in previous editions of the SWP Sanitary Survey were directed at influencing systemic issues but, because these were beyond control of DWR and its contracting agencies, scant success has been achieved in affecting these conditions. This experience has led to the conclusion that future efforts should be focused on identifying water quality issues that can be addressed by actions within the control of DWR and SWC. Accordingly, the focus of this scope of work is on identifying water quality challenges subject to remediation by DWR and SWC actions. This update of the SWP Sanitary Survey is, therefore, intended to lead to a plan of action, rather than simply being a comprehensive catalog of water quality issues associated with the SWP.

Background

The Department of Water Resources (Department) constructed, maintains and operates the State Water Project. Project facilities consist of: lakes, reservoirs, pipelines, canals, pumping plants, generating plants and appurtenant works, stretching from Antelope and Frenchman Lakes in Northern California to Castaic and Perris Lakes in Southern California. Much of the watersheds of the Sacramento and San Joaquin Rivers in addition to the Delta are included in the Survey's boundaries.

Scope of Work

The State Water Project Contractors Authority (SWPCA) is seeking a consulting firm (Consultant) to provide consulting services to complete the 2006 SWP Sanitary Survey. These services would include, but not be limited to the following work items and deliverables. (We expect this process to be iterative and include close coordination with all contractors and multiple review points):

I. System Environment

A. Regulations and Enforcement

1. Update of Drinking Water Regulations – Describe changes in drinking water regulations that have been proposed or finalized since the 2001 Update. This will

include a description of the Long Term 2 Enhanced Surface Water Treatment (LT2ESWTR) Rule, the Stage 2 Disinfectants/Disinfection Byproducts (D/DBP) Rule, and changes in maximum contaminant levels, notification levels, and public health goals.

2. Update of Source Water Protection Regulations and Enforcement – Describe measures that have been taken since the 2001 Update to regulate discharges and protect source water quality in the Central Valley. This will include a description of the irrigated lands agricultural waiver program, controls on confined animal facilities, urban runoff regulatory programs, the Biological Opinion restricting aquatic herbicide use in the Delta, and the current status of the development of the Central Valley Drinking Water Policy.

B. Watershed

1. Urbanization of Central Valley and Delta – Describe trend towards increased urbanization of the watershed, population projections for major cities in the Central Valley watershed and the Delta communities. Provide information on the wastewater and urban runoff dischargers in the watershed, including flow volumes and water quality contaminants that are controlled by National Pollutant Discharge Elimination System (NPDES) permits. Discuss potential water quality impacts of increased discharges of wastewater and urban runoff. Potential actions that the SWC should take to work with regulatory agencies to protect source water quality in the Central Valley will be identified.
2. CALFED Bay-Delta Program – Discuss the elements of the CALFED Program that could adversely affect drinking water quality such as wetlands development. Discuss the trend of wetlands creation in the Delta and implications for the quality of drinking water supplies taken from the Delta. Discuss CALFED plans to improve water quality.
3. Increased algal blooms and aquatic vascular plant growth in the Delta – Discuss the trend of increased algal blooms and changes to algal species composition in the Delta and their effects on drinking water supplies taken from the Delta. Discuss current methods of controlling vascular plant growths in Delta channels, and the impacts on drinking water quality, to the extent such effects can be documented.
4. Recreational usage of the Delta – To the extent that information is available, discuss recreational usage of the Delta and potential impacts on water quality.
4. Declining MTBE Usage – Describe measures to reduce or eliminate the presence of MTBE in drinking water supplies from the Delta, and provide quantitative evidence of the effectiveness of these measures.

II. Status of the State Water Project

A. Actions Taken Since 2001 Update

1. North Bay Aqueduct (NBA) – Describe the Barker Slough Watershed Program activities, studies on providing an alternative intake, and studies on treatment of Delta water.
2. South Bay Aqueduct (SBA) – Describe the watershed assessment program and work underway with a Proposition 13 grant. Discuss water quality improvement components of South Bay Aqueduct Enlargement and Expansion Program, including the improvements to farm bridges and the elimination of drainage into the SBA.
3. San Luis Low Point Studies – Discuss the ongoing efforts to improve the quality of San Luis Reservoir water delivered to Santa Clara Valley Water District.
4. Controls on Cattle Grazing in Castaic Lake Watershed – Describe current efforts of Metropolitan Water District of Southern California (MWD) to understand the impact of cattle grazing and bird roosting on water quality of Castaic Lake.
5. Lake Perris
 - a. Recreational Usage - Acquire bacteriological/pathogen data in Lake Perris waters. Acquire and describe proposals to develop alternate body contact recreational facilities in Lake Perris and, based on existing data, describe potential water quality improvement resulting from limiting body contact in the reservoir.
 - b. Hypolimnetic Aeration - Acquire and describe plans for hypolimnetic oxygenation of Lake Perris waters, and describe expected improvement in operational flexibility to optimize water quality.

B. Water Quality

1. Current Water Quality Concerns

- a. Data Acquisition and Organization - Acquire existing organic carbon, bromide, nutrient, turbidity, pathogens, and indicator organisms data for the Sacramento River at Hood and Greenes Landing, the San Joaquin River at Vernalis, the Barker Slough Pumping Plant, the Banks Pumping Plant, Tracy Pumping Plant, Delta Mendota Canal at McCabe Road, Checks 12, 13, 21, 41, and 66, along with data from SWP reservoirs south of the Delta, for the period 1996 through 2005. Explain the drinking water significance of each

water quality parameter of interest. Compare water quality data from the periods 1996-2000 and 2001-2005 to identify significant changes in the water quality constituents. Present volumetric fingerprint analyses to show typical sources of Delta waters taken at Banks Pumping Plant during different hydrologic conditions.

- b. Organic Carbon – Analyze data supporting observations of increased organic carbon concentrations and reactivity in Delta and SWP waters. Discuss research being conducted on organic carbon reactivity and control in the Delta.
- c. Bromide – Analyze data and describe current problems associated with formation of brominated disinfection byproducts.
- d. Salinity – Analyze EC and TDS data and describe issues associated with salinity in the SWP.
 - e. Nutrients, Algal Blooms, and Taste and Odor Incidents – Acquire information and data on nutrient concentrations, algal blooms, and incidence of taste/odor experienced by SWC agencies using aqueduct and/or reservoir waters of the SWP, over the period 1996 through 2005. Analyze and interpret the data and supporting information and compare the periods 1996 to 2000 with 2001 to 2005 to verify perceived increased incidence of taste/odor. To the extent existing data are adequate and available, evaluate trends in nutrient concentrations to determine if nutrient levels in the SWP have increased. Identify measures that should be studied for their potential to reduce the frequency and/or severity of taste/odor incidents.
 - f. Turbidity – Analyze data and describe current water quality problems related to turbidity .
 - g. Trace Elements and Pesticides – Analyze data and describe any recent water quality problems associated with trace elements and pesticides.
 - h. Pathogens and Indicator Organisms – Obtain pathogen and indicator organism data that has been collected by SWC agencies and DWR. Review existing data with Steering Committee to determine adequacy of present monitoring efforts and whether key locations can be identified where monitoring results are representative of other areas, to minimize monitoring requirements. Recommend monitoring program to meet LT2ESWTR requirements.

2. Emerging Water Quality Concerns

- a. Emerging Contaminants – Research and discuss the issue of emerging contaminants in Delta drinking water supplies, including endocrine disruptors, pharmaceuticals, personal care products and new industrial/commercial chemicals. Discuss recent research on removal of emerging contaminants in

wastewater and water treatment plants. If appropriate, develop recommendations for monitoring of SWP.

3. Decreasing Concerns

- a. MTBE – Acquire and evaluate MTBE data from the Delta and SWP reservoirs and describe reason for reduced concern.

C. Continuing Sanitary Issues

1. Proximity of Grazing Animals to Water Intakes - Acquire data and supporting information to document the present status of facilities and measures to eliminate exposure of SWP waters to contamination by grazing near Bethany Forebay and South Bay Pumping Plant, in the Elderberry Forebay/Castaic Lake watershed and in the San Joaquin Valley. Evaluate the adequacy of these facilities and measures, and identify actions that would further reduce exposure of SWP waters to contamination by grazing animals.
2. Algal Growth in South Bay Aqueduct - Acquire data, existing reports, and other information to enable the algae control program on the SBA to be described and evaluated for adequacy. Review this information and identify any further actions or procedures having the capacity to further reduce taste/odor incidents and/or enable reduction in chemical addition.
3. Elevated Organic Carbon and Turbidity in NBA - Acquire available data and supporting information to enable a description of organic carbon and turbidity incidents in the NBA and efforts to reduce these incidents. Analyze existing information to determine whether significant changes in these parameters have occurred between the 1996-2000 and 2001-2005 periods, and identify any additional control actions that may warrant investigation.

D. Emerging Concerns

1. Proposed Changes to SBA
 - a. Bethany Reservoir - Review proposed changes due to SBA Expansion and Enlargement Project at Bethany Reservoir (habitat areas, fencing, relocation of septic tank and leachfield). Review storm water monitoring data collected by SBA Contractors with Proposition 13 funds. Develop recommendations for management practices or operational changes that should be made by DWR or the SWC.
 - b. Proposed Trail Along SBA - Acquire and describe plans for development of a trail along the SBA. Investigate management practices used along the Contra Costa Canal and at Lake Oroville. Recommend management practices for the SBA trail.

2. Proposed Increase in Ground Water Pump-in To the extent data are adequate and available, evaluate the water quality of all ground water pump-in programs that occurred since the 2001 Sanitary Survey Update. Evaluate the impact of pump-ins on water quality in the California Aqueduct. Based on this review, identify the key constituents of concern in ground water pump-ins and develop recommendations for monitoring of pump-ins and water quality goals to be met in water pumped into the California Aqueduct.
3. Drawdown of Lake Perris Due to Seismic Hazard - Acquire documents requiring drawdown of Lake Perris due to seismic hazard, and describe potential water quality consequences
4. Water Quality Impacts Due to Operation of Diamond Valley Lake – Since Diamond Valley Lake came on-line in 2000, MWD has modified its schedule for diverting SWP water to its local reservoirs. Acquire operational data and, to the extent data are adequate and available, describe water quality consequences of this change in terms of salinity, organic carbon, bromide, subsequent formation of disinfection byproducts, algal growth, taste/odor, pathogens, and turbidity.
5. Water Quality Problems Associated with System Maintenance
 - a. Clifton Court Sedimentation - Acquire data and supporting information to describe and quantify sedimentation of Clifton Court Forebay and biological growths in the Forebay. Acquire data from DWR and/or SBA Contractors to identify and quantify taste/odor incidents, and to relate such incidents to presence of biological growths in Clifton Court. If sedimentation of Clifton Court can be associated with incidence of taste/odor in the SBA, identify measures having the capacity to reduce the frequency and/or severity of taste/odor incidents from this source and to maximize early warning of such incidents.
 - b. Storage Tank Maintenance on Coastal Branch - Acquire data and supporting information on incidence of taste/odor problems believed to be associated with biological growths in storage facilities on the Coastal Branch aqueduct. Identify measures having the potential to reduce the frequency and/or severity of taste/odor incidents from this source.
6. Impacts of Master Drainage Plan for Hesperia – Describe the project and, to the extent data are adequate and available, discuss the potential impact on SWP water quality. Discuss potential solutions that could be implemented.

E. Incidents

1. Jones Tract Levee Failure

- a. Description of event - Acquire existing reports and water quality data relevant to the Jones Tract levee failure. Perform appropriate analysis and describe the incident, its water quality consequences, and decisions that were made critical to the outcome.
 - b. Adequacy of Emergency Response to Jones Tract Levee Failure - Analyze adequacy of the response to the Jones Tract levee failure, including communications, coordination, and remediation contract provisions.
 - c. Improvements Needed – Review existing documents including the CALFED Levee Program and DWR emergency response plans. Define need for, and constituency of, emergency response team to rapidly mobilize resources to characterize water quality consequences of future levee failures, and to participate in decision making to repair the levee and protect drinking water quality.
2. Sewage Spills - Acquire information and water quality data on sewage spills occurring at Lake Silverwood and Lake Del Valle. Describe the incidents and their water quality consequences. Identify facilities and/or emergency response procedures that would reduce or eliminate water quality impacts resulting from sewage spills into these reservoirs and others, where relevant. Describe mechanisms for improving communications between the agencies responsible for treating wastewater, DWR, and the SWC.
 3. Oil Spill in Pyramid Lake - Acquire existing water quality data and information pertaining to the oil spill into Pyramid Lake. Analyze the information, describe the incident, and identify facilities and/or emergency response procedures that would reduce or eliminate water quality impacts resulting from oil spills into this reservoir and others, where relevant.
 4. High runoff and turbidity in Silverwood and Castaic reservoirs - Acquire water quality, precipitation, and flow data, along with any existing reports on the high runoff and turbidity incidents experienced in tributaries to Silverwood and Castaic reservoirs. Analyze and review the information, describe the incident, and identify any measures that may feasibly be taken to reduce the likelihood and extent of water quality impacts resulting from similar future incidents on these or other Project reservoirs.

Action Plan Development

- A. Draft List of Actions - The investigation connected with the 2006 Sanitary Survey Update is expected to identify practical opportunities for taking action to improve the quality of drinking water supplies taken from the Sacramento-San Joaquin Delta into the State Water Project. The Consulting Team conducting the Sanitary Survey Update will develop a preliminary list of actions based on the results of their work.

- B. Development and Implementation of Action Plan - A SWP Sanitary Action Committee (SAC) should be reconstituted to provide oversight and continuity to ongoing efforts to correct the problems identified in the Sanitary Survey Update. Participation in the Committee should include representatives of the urban SWC, DWR, and Department of Health Services (DHS) staffs, and consultants as appropriate. The life of the SAC should be extended until the next update of the Sanitary Survey.

The first task of the SAC should be to develop an Action Plan that identifies actions that need to be taken to improve SWP drinking water quality, establishes priorities for action, and sets forth a schedule for their accomplishment.

The Chair of the SAC should have responsibility for calling periodic meetings of the Committee, and for coordinating with Committee members to accomplish the work of the group.

NOTE – THIS TASK (III B) IS NOT INCLUDED IN THE SCOPE OF WORK OF THE 2006 SWP SANITARY SURVEY UPDATE. IF THE SWC DETERMINE THAT THIS IS AN APPROPRIATE COURSE OF ACTION TO TAKE AFTER COMPLETION OF THE UPDATE, THE CONSULTING TEAM WILL PROVIDE A COST ESTIMATE AND SCOPE OF WORK FOR THIS TASK.

IV. Prepare Report

- A. Draft Report - The work elements described above will be organized into a draft report. This scope of work is organized in the same manner as the draft report will be organized. An electronic version of the draft report will be submitted to the Steering Committee for review.
- B. Final Report - The Consulting Team will meet with the Steering Committee after receiving and reviewing the comments on the draft report. All comments that are not easily incorporated into the draft report will be discussed and decisions will be made on how to resolve the comments. The Consulting Team will then develop the final report for submittal to DHS. The Consulting Team will provide the SWC will an electronic version and 100 copies of the final report.

V. Project Management

The project will be managed by the Consulting Team, with guidance from the SWC and Steering Committee. Regular progress reporting and consultation will be held through the monthly MWQI Program Status Teleconferences, as a standing agenda item. A meeting of the Steering Committee will be held in Sacramento during November 2005. The purpose of the meeting will be to reach consensus on the Scope of Work for the project, and to gain approval of the Scope of Work by DHS representatives.

A mid-course meeting of the Steering Committee will be held in Sacramento during June or July 2006, during which the progress of the investigation will be discussed and any problems addressed. A final in-person meeting of the Steering Committee will be held in mid-October 2006 for the purpose of discussing comments on the draft project report.

Financial status reports will be presented to an authorized representative of the SWC at the direction of that representative.

Schedule

The projected schedule for the project follows:

March 31, 2006 - Meet with Steering Committee, finalize and adopt project Scope of Work, and begin work.

- Monthly progress reports – Last Wednesday of each month.
- June/July 2006 – Mid-course in-person progress report meeting in Sacramento
- September 2006 – Draft project report circulated to Steering Committee for review and comment
- October 2006 – Meeting of the Steering Committee to discuss comments on draft project report
- November 2006 – Revised draft project report circulated for final review
- December 2006 – Publication of final project report

Requirements

1. Consultant, or its principals, shall be an established provider of some or all of the type of services required by the scope of work for at least five years, and have conducted these kinds of services within the last five years.
2. Key Personnel and Subconsultants shall each have at least ten years of experience in providing some or all of the type of services required by the scope of work, and have performed these services within the last five years.
3. SWPCA reserves the right to interview all of Consultant's personnel to ensure that each person meets the background experience and expertise required by SWPCA.

Deliverables

1. Consultant shall provide SWPCA's Agreement Administrator with the technical analyses of data and issues or the development of computer models, and/or other tools or methods of analyses.

2. Consultant shall provide SWPCA's Agreement Administrator with reports, documentation and statistics within the time limits and in the format and software designated for the project. SWPCA's standard software is Microsoft Word and Excel, in Windows XP or updates. Deliverables may be required in both an electronic format and a hard copy.
3. Consultant shall attend or conduct meetings in Northern and Southern California, during the project to gather and present data/information or findings on the survey as may be requested by the Agreement Administrator.
4. Consultant may be required to prepare and conduct a final presentation.

Subconsultants

1. Consultant shall identify all Subconsultants to be used in the performance of these services and shall provide, for each Subconsultant, a resume (3 pages or less), three client references, a detailed description of the services they would perform, and identify in the Fee Schedule the Subconsultant's billing rate.
2. Any substitution of the Subconsultants submitted in Respondent's proposal requires prior written approval by SWPCA.

SECTION 3

RESPONDENT REQUIREMENTS AND EVALUATION

Evaluation Criteria

The following evaluation criteria will be used for the evaluation and selection of Respondent. The order of the listed criteria is not indicative of their priority, weighting or importance:

1. Methodology
 - (a) A management plan describing a sound and workable approach that ensures a high probability of a successful performance. Indicate anticipated problems and how they will be resolved. Include a discussion of management techniques employed that demonstrate how the work requirement would be met.
 - (b) A proposed project schedule or timetable format demonstrating when work will be performed and what deliverables will be made.
2. Staffing Plan
 - (a) A staffing plan identifying key positions. Provide the lines of authority and responsibility for all personnel provided along with their current employment status. Include how long it will take to staff the project, overlapping or simultaneous task assignments, and how sick and vacation leaves will be covered.
 - (b) An organizational chart with names, job titles, and disciplines for the Project Manager, Key Personnel, and Subconsultants, who are expected to provide the services sought in this RFP. Also, include a reasonable estimate of work hours by month that each key person is available for SWPCA assignments based on this RFP.
 - (c) Respondent shall identify all Key Personnel to be used in the performance of these services, and for each person provide a resume (3 pages or less), three client references, and a detailed description of the services they would perform. In addition to the Project Manager, those proposed to do most of the work on reviews, data analysis, quality assurance/quality control, reports, and task leading, are considered "Key Personnel."
3. Experience (Technical expertise and geographic familiarity)
 - (a) A discussion of resume of the Respondent's and its principal's qualifications, education, and previous experience with work that is the same or similar in nature as the current requirement.

- (b) Submit resumes for Subconsultant where applicable. Resumes should include qualifications, education, and previous experience with the same or similar work.
- (c) Include a project description related to each of the types of tasks described in Section 2. Identify who on the proposed team worked on each task. Identify the pertinent task(s) in the heading for each project description. Use recent projects most similar in nature and scope to each of those tasks.
- (a) Include three references from different sources of work that is the same or similar in nature and scope to the current requirement performed by the Respondent or its principals within the past 15 years. Include the project name, reference name, title, organization, address, telephone, start and completion dates (estimated if not yet completed) and total costs of completed projects. Include at least one reference for each subconsulting firm.

4. Fee Schedule

- (a) Fee Schedule shall be submitted in a sealed envelope.
- (b) The Fee Schedule shall identify cost components of proposed hourly rates, including direct labor, indirect cost, and profit.
- (c) During contract negotiations, Consultant may be asked to provide additional information on labor rates and cost components.
- (d) If Respondent forms a Joint Venture, all labor rates and cost rates shall be consistent.
- (e) SWPCA reserves the right to negotiate the cost, to select only those services necessary for the completion of the work, and to deduct the cost of any unnecessary services.

5. References

- (a) Provide a list of customer references that Respondent has supported in the last five years.

Proposal Evaluation

1. Proposal evaluation will commence immediately following the RFP closing date and the evaluation process is expected to be completed within approximately 5 working days. Respondent will be notified via U.S. mail regarding status of Respondent's proposal.
2. SWPCA may select qualified Respondent(s) based solely on the submitted proposal.
3. Following the evaluation of the submitted proposals, a short list of the most qualified

Respondents may be developed based on the criteria outlined above in this Section. SWPCA may elect to hold interviews with short-listed firms. Interviews would require Respondent's manager and/or key personnel to give an oral presentation or present materials to further clarify its proposal. Selected Respondents will be notified in writing to appear for interviews.

SECTION 4

PROPOSAL INSTRUCTIONS

General

Respondents are encouraged to carefully review this RFP in its entirety prior to preparation of the proposal. SWPCA reserves the right to reject any or all proposals or select the proposal most advantageous to SWPCA. SWPCA reserves the right to verify all information submitted in the proposal.

1. SWPCA reserves the right to amend the RFP or issue to all Respondents a Notice of Amendment to answer questions for clarification.
2. Respondent may modify or amend its proposal only if SWPCA receives the amendment prior to the deadline stated herein for receiving proposals.
3. If Respondent forms a joint venture, a copy of the joint venture agreement will be requested if Respondent is selected for award. **Do not** submit the joint venture agreement with the proposal.
4. A proposal may be considered non-responsive if incomplete, or if it contains alterations of form, additions not called for, or other irregularities.
5. SWPCA will not be responsible for submittals that are delinquent, lost, mismarked, sent to an address other than that given hereinafter, or sent by mail or courier service and not signed for by SWPCA.

Proposal Submittals

1. Respondent's proposal shall be clear, accurate, and comprehensive. Excessive or irrelevant materials will not be favorably received.
2. Proposals shall be enclosed in a sealed package, and marked and addressed as directed. Each package shall be legibly marked in the upper left-hand corner with the name and address of Respondent. If more than one package is submitted, packages shall be legibly numbered below the name of Respondent. For example: Package 1 of 3.
3. SWPCA reserves the right to reject any or all proposals, or to select the proposal most advantageous to SWPCA. SWPCA reserves the right to verify all information submitted in the proposal. A proposal may be rejected if conditional, incomplete, or contains alterations of form, additions not called for, or other irregularities.
4. Respondent's proposals shall be clear, accurate, and comprehensive. Excessive or irrelevant material will not be favorably received. Responses shall be tabbed, organized, and numbered in the order presented below. The proposal shall be three-hole punched in a

three-ring binder with not greater than one-inch-diameter rings. Each proposal shall be organized as follows:

- (a) Proposal Transmittal Cover Letter. If proposal is a joint venture, Respondent shall provide the names of the primary and subordinate firms.
 - (b) Executive Summary
 - (c) Methodology
 - (d) Staffing Plan
 - (e) Experience
 - (f) References
 - (g) Agreement Comments
 - (h) Required Attachments
 - (i) Cost Proposal shall be submitted in a sealed envelope along with the proposal.
5. Respondent assumes all responsibility for the selection of the means of transporting its proposal to SWPCA.
 6. Proposals submitted shall be in writing. FAXED or e-mailed proposals will not be accepted.
 7. Proposals will be received until 2:00 p.m., **March 24, 2006**. Late proposals will be returned unopened.
 8. Respondent shall submit three (3) paper copies of proposal to SWPCA at the address listed in Section 1.

Joint Venture

If Respondent forms a joint venture for this RFP, a copy of the joint venture agreement will be requested if Respondent is selected.

ATTACHMENT 1

SAMPLE AGREEMENT

THE STATE WATER PROJECT CONTRACTORS AUTHORITY

AGREEMENT NO. 102

FOR CONSULTING SERVICES

This contract, hereinafter referred to as Agreement, is entered into as of *[date]*, between THE STATE WATER PROJECT CONTRACTORS AUTHORITY, a public agency of the State of California, organized and existing under The Joint Powers Act of the State of California, hereinafter referred to as SWPCA, and *[Consultant]*, hereinafter referred to as Consultant.

Terms of Agreement

1. Scope of Work

SWPCA hereby engages Consultant to provide ...

2. Agreement Administrator

In performing services under this Agreement, Consultant shall coordinate all contact with SWPCA through its Agreement Administrator. For purposes of this Agreement, SWPCA designates Clifford D. Dillon as the Agreement Administrator. All services for this Agreement shall be performed at the request of SWPCA's Agreement Administrator.

3. Subconsultants

a. Consultant shall be responsible to SWPCA for all services to be performed under this Agreement. All Subconsultants shall be approved by the Agreement Administrator and their billing rates identified in the Fee Schedule. SWPCA shall pay Consultant for work performed by its Subconsultants (including labor) only at Consultant's actual cost without any mark-ups.

b. Consultant's contracts with Subconsultants are required to include the following articles: Title to Purchased and Constructed Equipment, Intellectual Property, and Nonuse of Intellectual Property of Third Parties, and Nondiscrimination Practices as set forth in this Agreement.

4. Compensation

For the services performed and the costs incurred by Consultant under this Agreement, and with approval of Agreement Administrator, SWPCA will make payment to Consultant in accordance with the Fee Schedule, attached hereto and incorporated by reference.

5. Maximum Amount

The maximum amount payable under the terms of this Agreement, including expenses, will not exceed \$.

6. Billings and Payments

Consultant shall submit invoices to SWPCA's Accounts Payable Section, whose mailing address is P.O. Box 2248, Sacramento, California 95812. Each invoice shall indicate Consultant's name and mailing address, SWPCA's name and agreement number, and the beginning and ending billing dates.

a. All invoices shall contain: the maximum amount payable, a summary of costs for the current invoice, and total amount previously invoiced; otherwise, invoice payment may be delayed.

b. Consultant's invoices shall be signed and certified to be true and correct to the best of Consultant's knowledge and shall include the following information: the maximum amount payable, a summary of costs for the current invoice, amount due for this invoice, and total amount previously invoiced.

c. Other direct charges are non-labor expenses incurred by Consultant in the performance of services under this Agreement and are not covered in the Consultant's overhead charges. Other direct charges shall be identified in the Fee Schedule, attached hereto and incorporated by reference.

d. Subconsultants' expenses shall be billed at Consultant's direct cost. Consultant shall attach a copy of each Subconsultant invoice for which reimbursement is sought.

e. Subject to the approval of the Agreement Administrator, SWPCA shall make payment to Consultant within 30 days after receipt of the invoice.

7. Audit

a. Consultant shall be responsible for ensuring accuracy and propriety of all billings and shall maintain all supporting documentation for the period specified below.

b. SWPCA will have the right to audit Consultant's invoices and all supporting documentation for purposes of compliance with this Agreement for a period of three years following the completion of services under this Agreement.

c. Upon reasonable notice from SWPCA, Consultant shall cooperate fully with any audit of its billings conducted by SWPCA and shall permit access to its books, records and accounts as may be necessary to conduct such audits.

8. Successors and Assignment

This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

9. Change in Ownership or Control

Consultant shall notify the Agreement Administrator, in writing, of any change in ownership or control of Consultant's firm or Subconsultant. Change of ownership or control of Consultant's firm will require an amendment to the Agreement.

10. Use of Materials

a. SWPCA will make available to Consultant such materials from its files as may be required by Consultant to perform services under this Agreement. Such materials shall remain the property of SWPCA while in Consultant's possession. Upon termination of this Agreement and payment of outstanding invoices of Consultant, or completion of work under this Agreement, Consultant shall turn over to SWPCA any property of SWPCA in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Consultant in the course of performing the services under this Agreement.

b. SWPCA may utilize any material prepared or utilize work performed by Consultant pursuant to this Agreement, including computer software, in any manner which SWPCA deems proper without additional compensation to Consultant. Consultant shall have no responsibility or liability for any revisions, changes, or corrections made by SWPCA, or any use or reuse pursuant to this paragraph unless Consultant accepts such responsibility in writing.

11. Title to Purchased and Constructed Equipment

Title to purchased and constructed equipment and material, including all software products, for which reimbursement is claimed by Consultant, shall pass to SWPCA upon payment of invoices claiming such reimbursement. All purchase orders issued by Consultant shall include a statement that Consultant is purchasing such equipment, material and software on behalf of SWPCA and that all warranties shall be to the benefit of SWPCA. All purchase orders for computer software shall also include a statement to the owner of the software that the software shall be registered in the name of SWPCA and all services associated with usage of the software including future updates shall extend to SWPCA. Consultant shall transfer to SWPCA all such equipment and material, including all software, upon completion of each work assignment or upon termination of this Agreement.

12. Intellectual Property

All right, title and interest in all intellectual property conceived or developed in the course of Consultant's work for SWPCA under this Agreement shall be the property of SWPCA. As used herein, the term "intellectual property" includes, but is not limited to, all inventions, patents, copyrightable subject matter, copyrights, test data, trade secrets, other confidential information and software.

a. Consultant shall not use or disclose any intellectual property conceived or developed in the course of Consultant's work for SWPCA, except: (i) intellectual property in the public domain through no fault of Consultant, (ii) intellectual property which Consultant can prove was received by him or her from a third party owing no duty to SWPCA, and (iii) intellectual property for which Consultant has received express, written permission from the General Counsel for SWPCA, or from the General Counsel's designated agent, or is authorized or required to use or disclose under the terms of this Agreement.

b. Consultant shall promptly notify SWPCA, in writing, of all intellectual property conceived or developed in the course of Consultant's work for SWPCA under this Agreement.

c. Consultant shall assign and does hereby assign to SWPCA all right, title and interest to intellectual property conceived or developed by Consultant in the course of Consultant's past and future work for SWPCA.

d. Consultant shall cooperate in the execution of all documents necessary to perfect SWPCA's right to intellectual property under this Agreement.

e. When requested by SWPCA, or upon the completion of each work assignment or upon termination of this Agreement, Consultant shall return all documents and other tangible media containing intellectual property developed by Consultant during the course of this Agreement, including all prototypes and computer programs.

f. When requested by SWPCA or upon termination of this Agreement, Consultant shall promptly erase copies of all SWPCA intellectual property from Consultant's computers.

13. Nonuse of Intellectual Property of Third Parties

Consultant shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which Consultant has a license. Consultant shall indemnify and hold SWPCA harmless against all claims raised against SWPCA based upon allegations that Consultant has wrongfully used intellectual property of others in performing work for SWPCA, or that SWPCA has wrongfully used intellectual property developed by Consultant pursuant to this Agreement.

14. Time and Term

Time is of the essence in the performance of services under this Agreement. This Agreement is in effect from April 1, 2006 through March 1, 2007.

15. Legal Requirements

Consultant shall secure and maintain all licenses or permits required by law and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to the work.

16. Disclosure Requirements

Consultant is required, pursuant to California Government Code §7550, to disclose the cost of preparing a document or written report for SWPCA prepared by Consultant, which exceeds \$5,000. The disclosure statement must contain the total dollar amount to produce the document or written report and identify the number of all contracts and subcontracts relating to the preparation of such document or written report.

17. Guarantee and Warranty

a. Consultant guarantees and warrants that the work shall be performed and completed in accordance with generally accepted industry standards, practices, and principles applicable
Consultant's Name

to the work. Among other things and without waiver of SWPCA's other rights or remedies, SWPCA may require Consultant to re-perform any of said services, which were not performed in accordance with these standards. Consultant shall perform the remedial services at its sole expense.

b. SWPCA's representatives shall at all times have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of this Agreement.

18. Insurance

Consultant shall maintain for the duration of the contract such insurance as will protect it from claims for damages for bodily injury, including death, and damage to property, which may arise from services, performed under this Agreement.

Consultant shall sustain proof of insurance coverage in an updated form during the term of this Agreement. Failure to provide the updated insurance form annually may result in the withholding of Consultant's invoice payment. Evidence of insurance coverage, **Certificate of Insurance, ACORD (25-S)** is attached herein as Exhibit __, which is incorporated and made a part of this Agreement.

Certificate holder shall forward the ACORD form as follows:

State Water Project Contractors Authority
P.O. Box 2248
Sacramento, CA 95812
Attention: Clifford D. Dillon

Each policy required below shall include a statement that the policy or policies shall not be canceled or amended by the insurer or Consultant without 30 days' prior written notification (certified mail) to SWPCA.

a. Commercial General Liability: Commercial General Liability insurance coverage shall be furnished and shall provide coverage of combined single limit per occurrence for bodily injury, personal injury and property damage, not less than, **\$1,000,000**. The general aggregate limit shall apply separately to the work under this contract or the general aggregate shall be twice the required per

occurrence limit. (Insurance Service Office policy form). Insurance policy shall contain the following specific provision, which shall be clearly stated on the insurance form: SWPCA and its Board of Directors, officers and employees are added as additional insured.

b. Automobile Liability: Consultant will provide proof of personal Automobile Liability Insurance as required by the State of California Department of Motor Vehicles.

c. Workers' Compensation: Workers' Compensation insurance covering all of Consultant's employees shall be furnished in accordance with the Statutory Requirements of the State of California and shall include Employers' Liability insurance with a limit of **\$1,000,000** for each accident.

d. Additional Insurance Provisions: Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage under the policy provided to SWPCA, its Board of Directors, officers or employees.

The policies shall contain a waiver of transfer rights of recovery against SWPCA, its Board of Directors, officers and employees for any claims arising out of the work of Consultant.

Should the required coverage be furnished under more than one policy of insurance, Consultant may submit as many certificates of insurance as needed to provide the required amounts. In the event that the certificate furnished by Consultant does not adequately verify the required coverage, SWPCA has the right to require Consultant to provide copies of the specific endorsements or policy provisions actually providing the required coverage.

SWPCA reserves the right to require certified complete copies of any insurance certificates required by this Agreement but the receipt of such certificates shall not confer responsibility upon SWPCA as to sufficiency of coverage.

e. Acceptability of Insurers: All insurance required by this Agreement shall be placed with insurers admitted to transact business in the State of California for the applicable class of insurance, as required by §700 of the California Insurance Code. Each insurer shall have a current Best Insurance Guide rating of not less than AVII unless prior approval is secured from SWPCA as to the use of such insurer.

Consultant's Name

19. Indemnity

Consultant assumes all risk of injury to its employees, agents, and Consultants, including loss or damage to property.

Consultant shall defend, indemnify, and hold harmless SWPCA, its Board of Directors, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of any intentional or negligent acts or errors or omissions arising out of Consultant's performance of work under this Agreement.

20. Nondiscrimination Practices

a. Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

b. Consultant shall, in solicitations for advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to the protected categories listed above.

c. Consultant shall permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with this Article.

d. Consultant shall include the provisions of a through d above in every Subconsultant agreement so that such provisions will be binding upon each Subconsultant.

21. Independent Consultant

Consultant agrees to furnish consulting services in the capacity of an independent Consultant and neither Consultant nor any of its employees shall be considered to be an employee or agent of SWPCA.

22. Conflict of Interest

a. Consultant represents that it has advised SWPCA in writing prior to the date of signing of this Agreement of any known relationships with a third party, SWPCA's Board of Directors, or employees, or any activities, which would (1) present a conflict of interest with the rendering of services under this Agreement, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

b. Consultant agrees during the term of this Agreement not to accept any employment from, or enter into any other relationship with, any other person, firm or corporation, or other third party, or engage in any other activity, where such employment or activity is a conflict of interest or where such employment or activity is likely to lead to a conflict of interest between SWPCA interest and the interests of such person, firm or corporation or any other third party. Consultant shall immediately inform SWPCA, throughout the term of this Agreement, if any employment or activity contemplated may develop into a conflict of interest, or potential conflict of interest.

23. Release of Information

Consultant shall not make public information releases or otherwise publish any information obtained or produced by it as a result of, or in connection with, the performance of services under this Agreement without the prior written authorization from the Agreement Administrator.

24. Use of SWPCA's Name

Consultant shall not publish or use any advertising, sales promotion, or publicity in matters relating to services, equipment, products, reports, and material furnished by Consultant in which SWPCA's name is used, or its identity implied without the Agreement Administrator's prior written approval.

25. Termination

SWPCA may terminate this Agreement with or without cause by providing written notice to Consultant not less than ten days prior to an effective termination date. SWPCA's only obligation in the event of termination will be payment of fees and expenses incurred up to and including the effective date of termination.

26. Notices

Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties as follows:

| | |
|---|-------------------------|
| State Water Project Contractors Authority | Consultant's name |
| Post Office Box 2248 | Address |
| Sacramento, CA 95812 | Address |
| Attention: Clifford D. Dillon | Attention: Mr./Ms. Name |

Either party may change the address to which notice or communication is to be sent by providing advance written notice to the other party.

27. Severability

If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

28. Jurisdiction and Venue

This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Sacramento County, California.

29. Waiver

No delay or failure by either party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

30. Entire Agreement

a. This writing contains the entire agreement of the parties relating to the subject matter hereof; and the parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal amendment thereto.

b. Notwithstanding the foregoing, and to realize the purpose of this Agreement, the Agreement Administrator may issue a written modification to the Scope of Work, if this modification will not require a change to any other term of this Agreement.

31. Joint Drafting

Both parties have participated in the drafting of this Agreement.

/

/

/

/

IN WITNESS WHEREOF, the parties have hereunto affixed their names as of the day and year hereinabove first written.

ACCEPTED:

STATE WATER PROJECT CONTRACTORS
AUTHORITY

CONSULTANT

Clifford D. Dillon
Interim General Manager

By _____

By _____

_____ print name

Title _____

Date _____

Date _____

(This Agreement must be signed in the above space by one of the following: Chairman of the Board, President, or any Vice President.)

APPROVED AS TO FORM:

Ed Tiedemann
General Counsel

By _____

By _____

_____ print name

Title _____

Date _____

Date _____

(This Agreement must be signed in the above space by one of the following: Secretary, Chief Financial Officer, or any Assistant Treasurer.)
Federal ID No. _____