

Request for Proposals to Provide Professional Administrative and Technical Support Services to the Beaumont Basin Watermaster

Proposals Due by

Tuesday, May 10, 2022 by 4:00 p.m.

Issued by:

Beaumont Basin Watermaster
c/o Beaumont Cherry Valley Water District
560 Magnolia Avenue
Beaumont, California 92223

Questions and clarifications should be directed to Jeff Hart at
jhart@beaumontca.gov prior to April 28, 2022.

Table of Contents

Section 1	Background Information.....	3 of 9
Section 2	Statement of Purpose	3 of 9
Section 3	Scope of Work	3 of 9
Section 4	Qualifications	5 of 9
Section 5	Conflicts of Interest	5 of 9
Section 6	Proposal Requirements	6 of 9
Section 7	Terms and Conditions.....	7 of 9

SECTION 1 - BACKGROUND INFORMATION

The Beaumont Basin Watermaster (“Watermaster”) was formed on February 4, 2004 as a result of a negotiated Stipulated Agreement (“Judgment”) between several parties with interests in the Beaumont Groundwater Basin. The judgment entered in the Superior Court of the State of California for the County of Riverside (Case No. RIC 389197) provides the Watermaster with the authority and responsibility to administer the adjudicated water rights within the Beaumont Groundwater Basin. The Watermaster’s fundamental duties are to administer the terms of the Judgment.

Information about the Watermaster may be accessed online at:
www.beaumontbasinwatermaster.org.

The Beaumont Basin Watermaster seeks the services of a consultant (Consultant) to provide administrative and technical support services to assist in the requirements as set forth in the Judgment.

SECTION 2 - STATEMENT OF PURPOSE

The purpose of this Request for Proposals (RFP) is to demonstrate the background, qualification, competency, and capability of a Consultant seeking to undertake administrative and technical support services for the Watermaster.

SECTION 3 - SCOPE OF WORK

Interested Consultants should carefully review the requirements of this Request for Proposal to provide a proposal detailing an approach to the suggested scope of work. Be sure to provide any recommended deviation (addition or deletion) from said scope, qualifications, and experience of your firm or organization and its assigned personnel, and any other information that may be pertinent to the evaluation of the proposal.

The Watermaster Committee is interested in a Consultant’s experience in relation to routine administrative and management of public entities that involve multiple partners and that focus on water issues, specifically related to adjudications or Sustainable Groundwater Management Agencies

To provide stability to the Beaumont Basin Watermaster, the selected Consultant will be utilized for the following services over a multi-year commitment. A Consultant or firm selected as Administrator(s) will serve at the pleasure of the Watermaster Committee. If the Watermaster Committee determines to award a contract for administrative services as a result of this Request for Proposals, a contract will be executed by the Parties establishing the terms and compensation for the subject services.

Since no reliable effort can be provided at this time as to the level of effort required for this work, proposing consultants are asked to submit their hourly rate schedules for personnel anticipated to work on such projects and the estimated annual level of effort for each task below. These billing schedules will be used by the Watermaster for said services and will be considered by Watermaster during the selection process upon receipt of proposals. The Watermaster reserves the right to solicit proposals from other individuals/firms for special projects and reports outside of

the scope of this Request for Proposal and the selected Consultant/firm is also able to propose on additional work offered by the Beaumont Basin Watermaster.

Task 1 – Administration and Management

The selected Consultant will provide administrative support prior to, during, and following the bimonthly Watermaster meetings as follows:

- Coordinate the preparation of memorandums and development of recommendations for consideration at regular meetings and special meetings of the Watermaster Committee.
- Coordinate, assemble, organize, and compile regular/special meeting materials to create a meeting packet of information that is distributed to Watermaster Committee members one week prior to Watermaster meetings. There are times when the Consultant will prepare meeting memoranda in order to provide a forum for dialogue, or administrative recommendations to the Watermaster Committee.
 - This task excludes the following unless otherwise determined to be an efficient use of resources between the Parties:
 - Sending meeting notices to the public via Constant Contact;
 - Posting meeting related materials on the Watermaster website; and
 - Preparing meeting minutes.
- Collection and coordination of data related to basin management such as groundwater level measurements and water quality data.
- Coordination between Watermaster Committee members, professional consultants, and the public.
- Presentation of information at the regular/special meetings.
- Compliance with the Brown Act.
- Coordination with the Watermaster Treasurer (currently Joseph Zoba) for monthly financial reports, budget preparation and audit preparation.
- Coordination with the Watermaster Secretary (currently Dan Jaggars) for assistance with maintaining the official records of the Beaumont Basin Watermaster.
- Management of contracts – including monitoring contracts; contract negotiations and extensions; coordinating with General Counsel as needed.
- Regional water management coordination including routine contact with representatives from the San Geronio Pass Water Agency, Yucaipa Sustainable Groundwater Management Agency, and the San Geronio Pass Groundwater Sustainability Agency.
- Strategic development of the Beaumont Basin Watermaster including coordinating and participating in strategic planning meetings and processes with Watermaster Committee members, member agencies, and staff; arranging and participating in public workshops as needed; assisting with grant applications as needed; assist with outreach and website content; and coordination of records retention and public records archives.
- Develop and present draft Requests for Proposals to the Watermaster Committee for professional services as needed.

Task 2 – Review of Rules & Regulations

The Consultant will review, maintain, and provide a Word file of the existing Rules & Regulations to the Secretary and provide annual recommendations for changes, if needed, to reflect the goals, policies, and best management practices.

Task 3 – Basin Condition Report

Each year, the Consultant will coordinate with engineering staff following the production of the Annual Engineering Report to prepare a technical memorandum that provides a long-term view of the state of the Basin, water quality conditions, policies, practices, maximum benefit obligations, and availability of imported water from the State Water Project that will result in an unsustainable/unfavorable condition for the Beaumont Basin in the future.

The findings of this Basin Condition Report (see Section 2.13 of the Rules and Regulations) will be used as a strategic planning document to recommend and implement technological solutions and policies that improve transparency, sustainability, and cost-savings for the Watermaster.

Task 4 – Meeting Attendance

The selected Consultant will attend and participate in up to six (6) regular Watermaster meetings each year. Attendance at additional Watermaster meetings will be invoiced according to the terms of the consultant agreement.

Task 5 – Miscellaneous Special Projects

From time to time, Watermaster will require the Consultant to perform special projects. Prior to initiating any special project or additional work, the Consultant shall receive prior authorization from Watermaster Committee members as an agenda item for board action.

SECTION 4 - QUALIFICATIONS

Describe the qualifications of the key staff and any subconsultants that will perform desired services for the Watermaster. The Consultant shall demonstrate competence to perform these services by including, at a minimum, the following information:

- Names of key staff and subconsultants designated to complete the Scope of Work;
- At least five references including the agency name, contact person, addresses, and telephone number.
- A brief description of type and extent of services provided to others that uniquely qualify the key staff members to perform the work for the Watermaster.
- Total costs of the projects or contracts completed for others.

SECTION 5 - CONFLICTS OF INTEREST

It is the desire of the Watermaster Committee to hire a Consultant that does not frequently have to recuse itself from issues due to conflict of interest or concerns. Please address this issue in your proposal. Also, provide a statement identifying any potential conflicts of interest with other Watermaster Committee member, client or related interests.

The Consultant should identify and disclose any business relationship, direct or indirect, with any of the five Committee member agencies and any other party in the Judgment. Specifically state any present or past relationship with any of the following agencies:

- City of Banning

- City of Beaumont
- Beaumont Cherry Valley Water District
- South Mesa Mutual Water Company
- Yucaipa Valley Water District
- Any other Appropriator or Overlying entity within the Beaumont Basin.
- Any other entity or individual that the firm believes warrants disclosure.

SECTION 6 - PROPOSAL REQUIREMENTS

All Proposals must include and will be evaluated based on the following criteria:

1. Content & Format

Organize and present a Letter Proposal in a neat and logical format, relevant to these services. The proposals shall be clear, accurate, and comprehensive. Excessive or irrelevant material will not be favorably received.

Proposals shall use an 11-point minimum font size, (maximum of 30 pages) including transmittal/offer letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. The purpose of these restrictions is to minimize the costs of proposal preparation and to ensure that the response to the RFP is fully relevant. Submit a separate Fee Proposal to contain only enough pages to clearly respond to the information that is requested in the RFP.

The letter proposal should include the following:

- a) Consultant and subconsultants, including an organizational diagram is necessary.
- b) Descriptions of similar projects by the key staff used on this assignment.
- c) Brief resumes of key staff and subconsultants (one page per resume).
- d) Project schedule indicating the time frame for completing each task contained within the scope of work.
- e) Provide a billing schedule of current hourly billing rates for all key staff members and subconsultants.
- f) List and describe any existing or potential conflicts of interest for this project as described above.

2. Scope of Services

A demonstration of an understanding of each task provided in Section 3 above describing the activities and concepts for conducting the work. The description should explain the approach, methodology, and specific activities that will be performed and designed to address the specific issues and work items identified in the Request for Proposals.

Additionally, state in what ways and for what reasons the proposal deviates from the scope of work as provided above.

3. Project Team

The purpose of this section is to describe the organization of the Consultant including subconsultants and key staff. A liaison shall be named who shall be the prime contact and be responsible for coordinating all activities for the Watermaster. There shall be a brief description of the role and responsibilities of all key staff and subconsultants identified in the team organization.

4. Fee Proposal

The Consultant's estimated fee for each task shall be clearly itemized describing the work performed for the first year of contracted services. In preparing the fee proposal for this Request for Proposals, the consultant shall take into consideration the following:

- a) Compensation for services provided shall be represented as an hourly rate, which will be sufficient to include indirect costs such as copying, postage, mileage, travel, accommodations, outside services, computer charges, cost of telephone/facsimile equipment, administrative charges, markups of expenses and mark ups on subconsultants. The Watermaster will not process payment for any indirect costs, administrative charges, non-labor expenses, or mark ups.
- b) A work plan, together with a breakdown of labor hours by employee billing classification, together with the cost of subconsultant services shall be included with the fee proposal. The labor breakdown shall be compiled by project tasks. This information will be used to evaluate the reasonableness of the fee proposal and may be used in negotiating the final fee amounts for the contract agreement.
- c) The Consultant's standard billing rates for all classifications of staff likely to be involved shall be included with the fee proposal along with the costs for any subconsultants.

5. Statement of Offer & Signature

The Proposal shall be signed by an individual authorized to bind the consultant and shall contain a statement that the proposal is a firm offer for a 90-day period.

SECTION 7 - TERMS AND CONDITIONS

Interested Consultants should review and acknowledge the following provisions in the proposed contract:

- 1) Insurance Requirements:
 - a) Workers' Compensation: Consultant shall maintain Workers' Compensation insurance, as required by law in the State of California.

- b) **General Liability:** Consultant shall maintain general liability insurance including provisions for contractual liability, independent contractors, and broad form property damage coverage. This insurance shall be on a comprehensive, occurrence basis form with a standard cross liability clause and endorsement (ISO CG 2010 or equivalent). The Watermaster shall be named as an additional insured, and the limit for this insurance shall be not less than \$1,000,000.00 per occurrence, combined single limit for bodily injury and property damage.
 - c) **Automobile Liability:** Consultant shall maintain automobile liability insurance with coverage for any vehicle including those owned, leased, rented, or borrowed. This insurance shall have an endorsement naming the Watermaster as an additional insured and with a standard cross liability clause and endorsement (ISO CG 2010 or equivalent). The limit amount for this insurance shall be not less than \$1,000,000.00 per occurrence, combined single limit for bodily injury and property damage.
 - d) **Professional Liability:** Consultant shall maintain professional liability insurance with coverage for wrongful acts, errors, or omissions committed by Consultant in the course of work performed for the Watermaster under this Agreement. This insurance shall include coverage for liability assumed under this Agreement when Consultant's wrongful acts, errors, or omissions cause such liability. The limit for this insurance shall be not less than \$1,000,000.00 per claim.
- 2) **Indemnification:** Consultant shall hold harmless, defend at its own expense, and indemnify the Watermaster, its officers, employees, and agents against any and all liability, claims, losses, damages or expenses, including reasonable attorneys' fees, arising from all negligent or reckless acts or omissions, or acts of willful misconduct of the company or its officers, agents, or employees in rendering services under this agreement; excluding, however such liability, claims, losses, damages, or expenses arising solely from Watermaster's gross negligence or willful acts.
- 3) **Term:** The term of agreement between the Beaumont Basin Watermaster and the consultant shall be for four years. Compensation for the first year will be the amount submitted in the proposal or as otherwise negotiated with the selected consultant. The compensation for the remaining three years shall be negotiated annually and approved by the Watermaster Committee prior to the beginning of each calendar year. Therefore, the first foreseeable adjustment to the consultant agreement will be completed prior to May 1, 2023. Early termination provisions will be allowed for either party and incorporated into the agreement.
- 4) The selected consultant shall not be specifically compensated for use of computers, office equipment, office supplies, office space, transportation, hardware, or software materials. Said costs are non-compensable. Time expended by personnel or on such equipment shall be paid within the fees for service provided for the tasks listed in the Scope of Work.
- 5) Detailed invoices for services shall be submitted by the selected firm on a monthly basis and shall report the percentage of time allotted to each task relative to the annual compensation for such task. The Watermaster will remit payment in a timely manner but no later than 30 days after receipt of approved invoice

- 6) Watermaster shall select the consultant based on the merits of the proposal including understanding of services needed, scope of work, cost, qualifications, and experience. No specific weighting system will be used for the above factors. All questions must be submitted in writing (via e-mail) to the Beaumont Basin Watermaster c/o Mr. Dan Jagers, General Manager of the Beaumont Cherry Valley Water District.

Interviews may or may not be conducted at the discretion of Watermaster.

A final selection will be made by the Watermaster at a meeting following the proposal submittal and review process. Watermaster anticipates authorizing a professional services agreement with the selected firm by the end of June 2022, with a Notice to Proceed provided after the execution of an agreement.

Watermaster reserves the right not to select any of the consulting firms responding to this Request for Proposals.

Upon execution of the agreement and issuance of a Notice to Proceed, the Watermaster will make every effort to make available to the selected consultant necessary data, information, maps, and other resources to perform said services.

- 7) Delivery address: All information documents and proposals shall be submitted to the following address:

Dan Jagers, General Manager
c/o Beaumont Cherry Valley Water District
560 Magnolia Avenue
Beaumont, CA 92223