



**REQUEST FOR PROPOSALS
Completion of Groundwater Sustainability Plans (GSP)
for the Butte, Vina and Wyandotte Creek Subbasins
(RFP 59-20)**

RFP Publication Date: January 30, 2020

RFP Submission Deadline Date: February 28, 2020 at 5:00PM

Issued by:

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1) RESPONDENT ADMONISHMENT

Respondents are reminded that it is their responsibility to:

- ✓ Read carefully all of the content of this entire document and address all requirements and follow all procedures of this Request for Proposal (RFP).
- ✓ Ask for clarification before final due date of questions.
- ✓ Immediately inform the County of any problems with this Solicitation.
- ✓ Be complete in response.
- ✓ Submit all responses by the required dates and times.

2) INTRODUCTION

The County of Butte (County) is seeking a firm to conduct specific tasks for the project entitled, "Completion of the Groundwater Sustainability Plans (GSP) for the Butte, Vina and Wyandotte Creek Subbasins". The final product will be GSPs that will fulfill the requirements of the Sustainable Groundwater Management Act (SGMA). The project will be administered by the County of Butte Department of Water and Resource Conservation on behalf of the groundwater sustainability agencies (GSA) in the Butte, Vina and Wyandotte Creek subbasins utilizing a Proposition 1 grant.

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

3) BACKGROUND

Butte County, on behalf of the GSAs in the Butte, Vina and Wyandotte Creek subbasins, received a Proposition 1 grant to develop Groundwater Sustainability Plans (GSPs) for each of the three subbasins. Development of the GSPs under the terms of the Proposition 1 grant began in 2018 through the project entitled, Development of the Basin Setting for Groundwater Sustainability Plans (Basin Setting Project). The Basin Setting Project will produce technical work required to support the development and completion of the Basin Settings portion of the GSP in

each of the three subbasins by March, 2020. This work will contribute to the final GSP suitable for submittal to the Department of Water Resources (DWR) as mandated by the Sustainable Groundwater Management Act (SGMA), in each of the three subbasins.

This RFP seeks a Contractor to utilize the work from the Basin Setting Project and other materials to conduct analyses and complete the GSPs for the three subbasins. This RFP includes portions of Tasks 2.09, 2.10, 2.15, 2.16, 2.17, 2.18, 2.20 and 2.23 described in Exhibit B Work Plan of the Prop 1 GSP Grant Agreement. The GSPs must be completed and suitable for submission to DWR by January 30, 2022. The Contractor should prepare a schedule and budget for each GSP.

About the Butte, Vina and Wyandotte Creek Subbasins

All of the GSAs have committed to develop and implement a single GSP in their respective subbasin. The Butte and Vina subbasins have more than one GSA. In these subbasins, the GSAs are entering into a Cooperation Agreement that will lead to developing a single GSP. In the Wyandotte Creek subbasin, the Wyandotte Creek GSA is the exclusive GSA for the subbasin. Within each subbasin, the GSAs desire to consider and will likely establish specific Management Areas. Pursuant to the GSP Regulations, "Management Area" refers to an area within a subbasin for which a GSP may identify different minimum thresholds, measurable objectives, monitoring, or projects and management actions based on differences in water use sector, water source type, geology, aquifer characteristics, or other factors. Deliverables for each chapter or Management Area are referenced in specific tasks. The relevant "chapters" or Management Areas include:

Butte Subbasin

There are 11 GSAs in the Butte subbasin. The Butte GSAs may form Management Areas as part of the Butte Subbasin GSP. The decision to form Management Areas will be made after the Basin Setting Project is completed.

Vina Subbasin

The Vina subbasin has two GSAs, the Vina GSA and the Rock Creek Reclamation District GSA. The Vina GSA intends to utilize three Management Areas. The development of the North Vina Management Area and the Rock Creek GSA chapter will be done through a coordinated effort.

Chapter 1: North Vina Management Area & Rock Creek Reclamation District
Groundwater Sustainability Agency

Chapter 2: Chico Management Area

Chapter 3: South Vina Management Area

Wyandotte Creek

Chapter 1: Oroville Management Area

Chapter 2: South Wyandotte Creek Management Area

Materials

Respondents are expected to be familiar with the Sustainable Groundwater Management Act, regulations and DWR guidance documents. Efforts will focus on the tasks of the Proposition 1 Planning Grant awarded to Butte County on behalf of the other GSAs in the Butte, Vina and Wyandotte Creek subbasins (Exhibit B). The tasks will build upon previous work conducted to develop other portions of the GSPs including the **Development of the Basin Setting for Groundwater Sustainability Plans** project.

4) SCOPE OF SERVICES

The County anticipates that the firm selected for this work shall complete the tasks in the following Scope of Work in a manner and schedule that complies with requirements and deadlines in SGMA. However, the County will give due consideration to alternative approaches for conducting the requested **Completion of the GSPs for the Butte, Vina and Wyandotte Creek Subbasins**.

The **Completion of the GSPs for the Butte, Vina and Wyandotte Creek Subbasins** is designed to conduct technical and administrative work required to support the development and completion of a single GSP in each of the three subbasins. This work will result in a final GSP suitable for submittal to DWR through the GSP Portal as mandated by the SGMA legislation and regulations, in each of the three subbasins.

The County anticipates that the firm selected for this work shall complete the tasks described below. Many of the tasks are tied directly to GSP content and organized by Subarticle 5 of the GSP Regulations, with subtasks based on individual sections of Subarticle 5. However, the County will give due consideration to alternative approaches for conducting the requested **Completion of the GSPs for the Butte, Vina and Wyandotte Creek Subbasins** in the three subbasins. The deliverables are expected to meet the requirements stated in the GSP regulations, the GSP submission portal and follow DWRs Best Management Practices and other guiding documents, as applicable. The Contractor is expected to present its approach to each of the following tasks.

Task 1. Project Management/Administration

The Contractor will be expected to present its approach to managing this project including key personnel, quarterly reporting, project management controls, budgeting, invoicing and associated costs consistent with completing projects funded by State grants.

Task 2. Stakeholder Engagement

The GSAs in the Butte, Vina and Wyandotte Creek subbasins have established advisory committees/boards. The GSAs are committed to engage stakeholders on GSP development through an advisory committee/board and/or public workshops. The advisory committee/board meetings and public workshops will be administered by the County and/or applicable GSA staff, and a facilitator. The Contractor will provide

technical information and make presentations to advisory committee/board meetings or at public workshops during the development of the GSP. Each meeting is anticipated to last 2 hours. The Contractor is expected to attend three (3) public meetings for the Butte GSP, five (5) public meetings for the Vina GSP, three (3) public meetings for the Wyandotte Creek GSP.

Task 3. GSP Development and Completion

Prepare a total of three GSPs; one each for the Butte, Vina and Wyandotte Creek subbasins, respectively, that complies with SGMA requirements in a format suitable for inclusion in each GSP and the GSP Portal.

Task 3.1. GSP Information

The Contractor will prepare the GSP Information section for each GSP including general information, agency information, description of plan area, and notice and communication. Documentation of public comments and responses will be conducted throughout GSP development and adoption.

Deliverable:

1. All items comply with SGMA requirements and in a format suitable for inclusion in each GSP and the GSP Portal.

Task 3.2. Sustainable Management Criteria

The Contractor will develop Sustainable Management Criteria including the Sustainability Goal (§ 354.24), Undesirable Results (§ 354.26.), Minimum Thresholds (§ 354.28), Measureable Objectives (§ 354.30.) for each subbasin chapter. The completion of this task will require consultation with applicable advisory committee/board meetings and/or through public workshops in each subbasin. The meetings will be managed by County and/or GSA staff and a facilitator. The number of anticipated meetings and responsibilities of the Contractor is found in Task 2. The Sustainable Management Criteria includes the development of each of the following subtasks:

Subtask 3.2.1. Sustainability Goals

The Contractor will develop Sustainability Goals for each subbasin. The Sustainability Goal task requires the following activities:

1. Preparation of general description of sustainability goals.
2. Description of information from basin setting to establish goals.
3. Description of measures to ensure operation within sustainable yields.
4. Description of how sustainability goals will be achieved within the 20-year planning horizon.

Deliverables:

1. Memo describing the development process and the final sustainability goals for each subbasin.

2. Sustainability goal descriptions compliant with SGMA regulations and in a format suitable for inclusion in each GSP and the GSP Portal.

Subtask 3.2.2 Undesirable Results (§ 354.26.)

The Contractor will develop undesirable results criteria for the chapters within each subbasin. Initial qualitative descriptions of significant and unreasonable effects from the groundwater conditions will be developed through a collaborative, public process informed by technical data and analysis based on the basin setting, monitoring network, and other information. A description will be developed of how groundwater conditions throughout the subbasin may lead to, or has led to undesirable results based on information contained in the basin setting, models, and other data as appropriate. The identification of undesirable results criteria will include the following activities:

1. Description of processes and criteria to define undesirable results (URs)
2. Description of existing or potential URs, including:
 - a. Existing/potential causes of URs.
 - b. Quantitative criteria based on a combination of minimum threshold (MTs) exceedances to define when and where URs occur.
 - c. Potential effects of URs on the beneficial uses and users of groundwater, land uses, property interests and other potential effects.

Deliverables:

1. Memo describing the development process for the UR criteria and the final UR criteria for each subbasin.
2. Undesirable Results descriptions thresholds that complies with SGMA requirements and in a format suitable for inclusion in each GSP and the GSP Portal.

Subtask 3.2.3 Minimum Thresholds (§ 354.28)

The Contractor will develop minimum threshold criteria for the chapters within each subbasin. Minimum thresholds (MTs) will be established through a facilitated public process informed by technical data and analysis based on the basin setting, monitoring results, and other information. One goal of this portion of the planning process will be to establish MTs for groundwater levels as the representative measurement for multiple sustainability indicators. As part of this subtask, an appraisal of MTs will be conducted to determine whether MTs are currently exceeded or are likely to be exceeded in the future. The MT appraisal may include an economic evaluation of varying potential MTs and will inform the development of Measurable Objectives and Project and Management Actions.

This subtask will include the following activities:

1. Establishment of MTs based on:
 - a. Information and criteria to establish and justify MTs.
 - b. The relationship between MTs for each sustainability indicator.

- c. How MTs have been selected to avoid URs within the subbasin as well as adjacent subbasins.
 - d. How MTs may impact other beneficial uses and users of groundwater or land uses and property interests.
2. Description of how other (State, Federal, etc.) standards relate to MTs.
 3. Description of how each MT will be quantified consistent with Monitoring Networks.

Deliverables:

1. Memo describing the process by which the MTs were developed, the results of the appraisal of the MTs, and the MTs for each subbasin.
2. Description of Minimum thresholds that complies with SGMA requirements and in a format suitable for inclusion in each GSP and the GSP Portal.

Subtask 3.2.4 Measureable Objectives (§ 354.30.)

The Contractor will develop measurable objectives criteria for the chapters within each subbasin. Measurable objectives (MO) and interim milestones (IM) as required in the GSP regulations will be established through a facilitated public process informed by technical data and analysis based on the basin setting, monitoring results, and other information. MOs will be based on the Minimum Threshold for each sustainability indicator. Interim milestones will be established for some MOs to achieve sustainability in 20 years. This subtask will include the following activities:

1. Establishment of MOs for each sustainability indicator or description of how a representative MO serves as a MO for other sustainability indicator(s).
2. Description of the establishment of a reasonable margin of operational flexibility.
3. Establishment of interim milestones for MO that are exceeded or are likely to be exceeded, that describes a reasonable path to sustainability for the 20-year planning horizon.

Deliverables:

1. Memo describing the process by which the MOs were developed and the MOs for each subbasin.
2. Description of Measurable Objectives thresholds that complies with SGMA requirements and in a format suitable for inclusion in each GSP and the GSP Portal.

Subtask 3.2.5 Sustainable Yield

The Contractor will develop a sustainable yield for each subbasin based upon the basin setting and the sustainable management criteria.

Deliverable:

1. Memo describing the sustainable yield for each subbasin in a format suitable of inclusion in each GSP and the GSP Portal.

Task 4. Monitoring Network

Task 4.1 Representative Monitoring

The Contractor will develop a representative monitoring plan for the chapters within each subbasin. Existing monitoring sites and new monitoring sites identified through the Basin Setting Project will be considered for classification as representative monitoring sites based on a collaborative process to define management areas, MTs, MOs, and IMs, and additional technical data. This subtask will include the following activities:

1. Designation of representative monitoring sites.
2. Evaluation of adequacy of groundwater levels as proxy for other sustainability indicators.
3. Description of adequacy of various monitoring sites to represent general conditions within the area.

Deliverable:

1. Memo describing the Representative Monitoring sites, including supporting information justifying why each site reflects general conditions in the area in a format suitable of inclusion in each GSP and the GSP Portal.

Task 4.2 Assessment and Improvement of Monitoring Network

Using documentation from the Basin Setting Project, this task will finalize an evaluation of the data gaps in the existing monitoring network and the uncertainty within the network. The assessment will address the number and locations of monitoring sites, monitoring frequencies and the quality of the data collected. This subtask will include the following activities:

1. Update of initial data gap action plan from the Basin Setting Project.
2. Evaluation of uncertainties and potential effect of GSP success.
3. Modification of frequency and/or density of monitoring sites, as needed.

Deliverables:

1. Assessment of the number and locations of monitoring sites, monitoring frequencies and the quality of the data collected, as required by the Regulations for inclusion in the GSP.
2. Recommendations for improvements to the monitoring network.

Task 5. Projects and Management Actions (§ 354.44)

Based upon a list of potential projects and actions provided by the County in coordination with the GSAs, the Contractor will identify and develop projects and management actions (PMAs) determined to achieve sustainability goals for each subbasin. Identification and discussion of PMAs in each of the subbasins will be initiated early in GSP development through a collaborative, facilitated public process. Based on this process and initial screening, selected PMAs will be further defined and evaluated. Selected PMAs will be evaluated using the Integrated Hydrologic Model to

evaluate project impacts on groundwater conditions and related sustainability indicators to support quantification of project benefits. This subtask will include the following activities:

1. Development of a list of projects and management actions (PMAs) designed to achieve sustainability goals.
2. Description of potential PMAs, including:
 - a. Lists of PMAs and associated MOs, including circumstances for implementation/termination and processes for determining associated conditions that have occurred and for notifying the public and other agencies.
 - b. Quantification of demand reduction or other methods to reduce overdraft.
 - c. Required permitting and associated regulatory processes.
 - d. Status of each PMA, including timeline for implementation and accrual of benefits.
 - e. Explanation of PMA benefits and process for evaluation.
 - f. Explanation of how PMA will be accomplished, including source and reliability of additional water supplies.
 - g. Description of required legal authorities.
 - h. Description of estimated cost and financing, as well as potential beneficiaries of each project.
 - i. Description of management of extractions and recharge to ensure lowering of groundwater levels during drought is offset by increases during other periods.

Deliverables:

1. Memo describing the process by which the PMAs were developed
2. Formatting of PMAs for each subbasin that complies with SGMA requirements and in a format suitable for inclusion in the GSPs and the GSP Portal.

Task 6. Interbasin Evaluation

The Contractor will evaluate whether the Butte, Vina and Wyandotte Creek GSPs and those adjacent subbasin GSPs adversely affect either the subbasin's ability to implement its proposed GSP or impede the ability to achieve its proposed sustainability goal. The Contractor may choose to utilize regional modelling approaches or present other methodologies for evaluation.

Deliverables:

1. Memo evaluating the effect of the three subbasin GSPs and those adjacent subbasin GSPs.
2. Documentation of Interbasin Evaluation for each subbasin that complies with SGMA requirements and in a format suitable for inclusion in the GSPs and the GSP Portal.

Task 7. GSP Document Preparation and Adoption

The Contractor will prepare draft and final GSP documents for review and adoption. In addition to compiling various sections of the GSP content, the Contractor will assure that each section of each GSP complies with SGMA requirements and is suitable for inclusion in the GSPs and the GSP Portal. Copies of the draft GSPs will be produced and distributed for public review by decision-makers and other stakeholders within each of the subbasins. This subtask will include adoption of the GSP by the appropriate GSAs at one or more public hearings. This subtask will include the following activities:

1. Assemble draft GSP.
2. Distribute final draft GSP for public review, gather and incorporate public comments if appropriate, and facilitate GSP adoption by appropriate GSA(s).

Deliverables:

1. Draft and final GSP documents in compliance with GSP regulations and suitable for submission in the GSP Portal.
2. Public hearing notice, agenda, minutes.

Task 8. Annual Report

The Contractor will develop an annual report for each subbasin in compliance with the GSP regulations (§356.2 and §354.40 and considering §355.6). The Annual Report is due on April 1st of each year. The draft Annual Report must be submitted to the County for review by November 1, 2021. The final Annual Reports must be completed by February 1, 2022. Butte County is required through the Groundwater Conservation Ordinance to submit to the Board of Supervisors an annual report on groundwater conditions. The Contractor will develop the annual report in compliance with SGMA and the Butte County Groundwater Conservation Ordinance.

Deliverables:

1. Annual Report in compliance and in a format suitable for GSP submission and compliant with the Butte County Groundwater Conservation Ordinance.
2. Memorandum describing how the specific components were drafted including database, graphs, etc.
3. Files and data used to develop the Annual Report.

5) FORMAT FOR PROPOSALS

Responses to the Request for Proposals must be made according to the requirements set forth in this section, both for content and for sequence. Failure to adhere to these requirements, or inclusion of conditions, limitations or misrepresentations in a response may be cause for rejection of the submittal. Use 8-1/2" x 11" sheets (fold outs are acceptable for charts, etc.). Type size must be large enough to be easily legible, but shall not be smaller than 10 point. The County shall receive all Submissions no later than **February 28, 2020 at 5:00PM.**

- a) The response shall include a cover letter, a table of contents and all items listed below and shall be in the following format:

Submissions shall contain one (1) signed, unbound original and three (3) hard copies, printed material on 8-1/2" X 11" paper.

One (1) electronic copy shall also be provided in CD or thumb drive format.

Submissions shall be in the order noted below.

Submissions may also include color and fold out charts and graphs.

Mandatory Content and Sequence of Submittal:

- i) Cover Letter shall be a maximum two-page Cover Letter and introduction, and shall include the name and address of the respondent submitting the proposal, together with the name, address and telephone number of the contact person who will be authorized to make representations for the respondent, the respondent's federal tax ID number and a list of subcontractors, if any. The cover letter shall include a statement that the proposal is valid for 90 days after receipt.
- ii) Table of Contents shall be a detailed Table of Contents and shall include an outline of submittal, identified by sequential page number and by section reference number and section title as described therein.
- iii) Respondent's Experience Summary shall be a maximum of eight pages (not including resumes) in length and shall describe the respondent's experience in carrying out the tasks related to groundwater sustainability plans. Experience and focus in the public sector is of vital importance. The County is looking to partner with a firm that has years of experience providing technical information and data related to groundwater management and SGMA compliance. Experience with water agencies in the Sacramento Valley should be noted. A resume(s) should be included for any key personnel to be assigned to this project. The proposal shall also include the timeline for completing all required tasks. Describe related past projects completed along with a discussion comparing similarities with this proposed project. Please provide a comprehensive narrative history of the firm and its experience in developing and completing GSPs for GSAs.

This section shall also contain a comprehensive list of references preferably including municipalities or government agencies wherein similar services were performed. At a minimum, the following information must be included for each client reference:

- Client name, address, contact person name, telephone number, fax number and email address.
- Detailed description of services provided similar to the services outlined in

the Draft Scope of Work.

- iv) Firm Capabilities shall be a maximum of four (4) pages entitled “Firm Capabilities”, and shall include a description of the proposing Respondent’s resources for successfully developing and completing this project.
- v) Cost shall detail the cost portion of the proposal. Respondent shall provide pricing based on personnel, indirect and other related charges. Respondent shall provide an itemized breakdown of all costs associated with the project. Prices quoted shall be valid for at least ninety (90) days following the proposal submission deadline and if a contract is entered into as a result of this RFP, shall become fixed for the term of the contract.

If an hourly rate is quoted, the anticipated total number of hours should be included along with a not-to-exceed price for the project.

- vi) Draft Scope of Work shall be identified as “Attachment III – Scope of Work” for incorporation in the Model Contract as the final contract to be awarded to the successful respondent. This is the document in which the proposing respondents are requested to describe the work they will perform to complete this project. Should there be any tasks that are expected to be performed by the County, these should also be clearly described as County tasks in the Draft Scope of Work. If the proposing respondent included a not-to-exceed price in the proposal, proposed billing rate for all reimbursable expenses should be included in the Draft Scope of Work.

6) SELECTION PROCESS

The selection committee may include representatives from the Butte County Department of Water and Resource Conservation, the Vina Groundwater Sustainability Agency, the Wyandotte Creek Groundwater Sustainability Agency and one or more GSAs from the Butte subbasin. The criteria for selecting the firm is provided below:

- a. Experience and References. Does the Respondent have sufficient similar experience in the kind of work required? Does the Respondent have a reputation of being reliable, delivering on schedule and performing tasks to the satisfaction of its clients?
- b. Capabilities. Does the Respondent have the resources and capability to carry out the tasks associated with the project? Did the Respondent provide alternative approaches that would increase the efficiency and effectiveness of the project? Does the Respondent have sufficient capacity and ability to meet the needs of the project?
- c. Scope of Work. Will the proposed scope of work achieve SGMA compliant GSPs?

- d. Cost. Are the costs reasonable for the proposed tasks?
- e. Schedule. Does the schedule reflect adequate time for public participation and meeting the SGMA deadlines?

The County may discuss the proposals and negotiate modifications of the proposal, draft scope of work, terms and conditions and pricing with the prospective firm as a part of the selection process.

7) SUBMITTAL EVALUATION

Overall criteria used to evaluate responses to include:

Criteria	Weight
Experience and References	25%
Capabilities	20%
Scope of Work	25%
Cost	25%
Schedule	5%
Total	100%

Selection may consist of two levels of review. Level I will consist of evaluating the proposals for the purpose of establishing the most qualified respondents. Level II will be used to select the finalist. This level may include a request for a presentation/demonstration from the finalists, proposal fact finding and negotiation of contract terms and conditions at no cost to the County. The presentation/demonstration may be web-based.

The County may discuss the proposals and negotiate modifications of the proposal, draft scope of work, terms and conditions and pricing with the prospective firms as a part of the selection process.

8) RULES OF PROCUREMENT

Time Line Summary

Event	Anticipated Date/Time (Subject to Change)
Solicitation Publication	January 30, 2020
Final Date to Summit Questions and Requests for Clarification	February 14, 2020 at 5:00pm
Questions Answered via Addendum(s)	February 19, 2020
RFP Submittals Due	February 28, 2020 at 5:00 pm

Preliminary Evaluation Completed	March 9, 2020
Presentation/Demonstration (if desired)	March 17, 2020
Evaluation Completion	March 24, 2020
Award of Contract	April 14, 2020

County Contact Information

Any and all communication regarding this Solicitation shall be in writing and directed to:

Paul Gosselin, Director
 Department of Water and Resource Conservation
 County of Butte, California
 308 Nelson Avenue
 Oroville, CA 95965-3413
 530-552-3595
 BCWater@buttecounty.net

This person will serve as the County's contact person for this project who will also respond directly to questions and inquiries during the solicitation. **Do not** contact other County or applicable GSA personnel or selection committee members regarding this project or the selection procedures.

Firms interested in participating in this solicitation are encouraged to register at the Public Purchase website: www.publicpurchase.com.

Questions:

Questions and requests for clarification may only be submitted by e-mail or through the Public Purchase website. Verbal and phone inquiries will not be answered. All questions and requests for clarification shall be submitted no later than **February 14, 2020 at 5:00PM**. The County will provide answers and clarifications by posting an addendum(s) through the Public Purchase website by **February 19, 2020** so all Responders receive consistent information. It is the responsibility of all interested firms to access the website for this information. **Questions received after February 14, 2020 will not be answered.**

9) COUNTY NOTICES

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

- a) All work performed for Butte County, including all documents associated with the project, shall become the exclusive property of Butte County.
- b) The selected firm is expected to perform and complete the project in its entirety.

- c) Any and all costs including travel, arising from development and delivery of a response to this RFP incurred by any proposing firm shall be borne by the firm without reimbursement by Butte County.
- d) The selected Respondent shall remain an independent Contractor, working under his/her own supervision and direction and is not a representative or employee of Butte County. The Respondent agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.
- e) The opening of proposals in response to this Solicitation is not subject to attendance by the general public. This restriction is necessitated by the fact that the contract award is subject to negotiations, and it would be unfair for competing companies to know the prices quoted by one another.
- f) The successful Respondent must be prepared to begin work promptly following execution of the contract and is expected to complete the project in its entirety.
- g) Issuance of this Solicitation in no way constitutes a commitment by the County to award a contract. If the County determines it is in its best interest to do so, no Respondent may be selected and no contract may be executed.
- h) Upon acceptable negotiations and contract award, the Respondent shall be required to execute the standard County Contract as provided in Exhibit A and comply with County insurance requirements. The County may modify the contractual requirements of the contract prior to execution of a contract for services.
- i) The County reserves the right to request additional information from Respondents that have submitted a response to this Solicitation and to enter into negotiations with more than one Respondent should a contract be awarded or to award a purchase order or contract to the Respondent(s) with the most favorable quotation without conducting negotiations. The County reserves the right to award more than one contract if it is in the best interest of the County.
- j) The County reserves the right to reject any or all submittals received if the County determines that it is in its best interest to do so. Further, the County may cancel or amend this Solicitation at any time and may submit similar solicitations in the future.
- k) The County may reject any submittal that does not meet all of the mandatory requirements of this Solicitation, is conditional or is incomplete.
- l) The County may request clarification of any submitted information and may request additional information on any or all responses provided and may waive minor inconsistencies deemed to be irrelevant.

- m) Firms that submitted a proposal in response to an RFP but were unsuccessful in their attempt to obtain a contract or recommendation for contract award may request a debriefing to learn the general reasons for selection of a competitor for contract award. Requests for debriefings shall be directed to the General Services Department, 2081 2nd Street, Oroville, CA 95965-3413, telephone 530.552.3500. Debriefings may be conducted via telephone, Email or during a face-to-face meeting at the County offices in Oroville, California.
- n) Firms that have received a debriefing, but continue to feel aggrieved in connection with the solicitation or award of a contract may submit a protest to the Director, General Services, 2081 2nd Street, Oroville, CA 95965-3413. All protests must be made in writing, signed by an individual authorized to sign the submitted proposal, and must contain a statement of the reason(s) for the protest: citing the law, rule, regulation or procedure on which the protest is based. Respondent's capabilities, project characteristics and/or pricing features that were not included in the firm's proposal shall not be introduced during the protest process. The protest shall be submitted within seven (7) working days after such aggrieved firm knows or should have known of the facts giving rise thereto or within seven working days following the debriefing.
- o) The withdrawal of any submittal must be made in writing prior to the required submission date and time, and must be signed by an authorized representative of the firm. An error in the submission may cause the rejection of that submittal. However, the firm may reissue a new or modified submittal prior to the date and time required for submission

10)MODEL CONTRACT

The firm selected shall be expected to execute a contract substantially as the one shown as **Exhibit A**. However, County reserves the right to substitute Exhibit A, Model Contract with a different template if deemed necessary.

11)DISCLOSURE OF INFORMATION

All information and materials submitted to the County in response to this RFP may be reproduced by the County for the purpose of providing copies to authorized County personnel involved in the evaluation of the proposals, but shall be exempt from public inspection under the California Public Records Act until such time as a Contract is executed. Bid awards are a matter of public record. Once a Contract is executed, proposals submitted in response to this RFP are subject to public disclosure as required by law. Your submission of a proposal is considered your consent to the County's disclosure of the proposal. The County shall not be liable for disclosure of any information or records related to this procurement.

Exhibit A

Attach Appropriate Contract Template Here

- Professional Services – Greater than \$25,000

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**ATTACHMENT I
TERMS AND CONDITIONS**

1. **Scope of Work.** The work to be undertaken is identified in the attached "Attachment III – Scope of Work" which is made a part of this Contract.
2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses if authorized and specified in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the CONTRACTOR. Expenses and or materials if stipulated shall be paid only upon prior approval and with receipts and only after review and authorization by the Project Manager.
3. **County Project Manager.** The COUNTY Project Manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
4. **Independent Contractor.** CONTRACTOR is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of COUNTY nor is the CONTRACTOR a partner or in any way directly affiliated with the COUNTY. CONTRACTOR agrees to file tax returns, report compensation and pay all applicable taxes on amounts paid pursuant to this Contract.
5. **Ownership.** The COUNTY retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the COUNTY by the CONTRACTOR, and the CONTRACTOR shall not disclose any information, whether developed by the CONTRACTOR or given to the CONTRACTOR by the COUNTY. The parties agree that the COUNTY will own the work, products, inventions or information produced by the CONTRACTOR pursuant to this Contract.
6. **Confidentiality.** The CONTRACTOR shall comply as follows and in accordance with the required performance of this contract:
 - a. All applications, records, data or any information concerning any individual made or kept by any public office, officer or department obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties, shall be the confidential property of the COUNTY and shall not be communicated, transmitted, reproduced or in any other way conveyed to any person not directly a party to this contract, its terms and conditions in accordance with all applicable laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any implications thereof including destruction of records or data as appropriate under compliance criteria.
 - b. No person will publish or disclose or permit or cause to be published or disclosed any data, facts, figures, list of persons or any other form of information obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties. No person shall publish, disclose, or use or permit, or cause to be published, disclosed or used any confidential information pertaining to any individual or group of individuals obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties.
 - c. CONTRACTOR agrees to inform all employees, agents, associates and partners on the above provisions and that any person knowingly and intentionally violating the provisions of this clause is guilty of a misdemeanor. CONTRACTOR shall bear equal responsibility for any violation of the provisions of this paragraph.
 - d. CONTRACTOR agrees and understands that if confidential information concerning any individual made or kept by any public office, officer or department is obtained by the

- CONTRACTOR and included on any memory device that may be housed in a computer, or any other device (such as a "PDA") may become subject to Federal HIPAA requirements and/or any state or local regulations that apply which could result in surrender of the hard drive, sanitization or the destruction thereof in accordance with Department of Defense (DoD) 5220.22-M standard and/or industry standards current to time of the release of the equipment which ever represents the greatest level of (permanent) information destruction. At the very least, at the end of this contract, CONTRACTOR may be required to stipulate to the fact that no such files exist.
7. **Termination.** This Contract may be terminated by either the COUNTY or CONTRACTOR by a thirty day written notice. Authorized costs incurred by the CONTRACTOR will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.
 8. **Indemnification.** CONTRACTOR agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the COUNTY, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including CONTRACTOR, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by CONTRACTOR hereunder, whether or not there is concurrent negligence on the part of the COUNTY, but excluding liability due to the active negligence or willful misconduct of the COUNTY. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. CONTRACTOR shall be liable to COUNTY for any loss of or damage to COUNTY property arising out of or in connection with CONTRACTOR's negligence or willful misconduct.
 9. **Right to Monitor/Audit and Associated Liability.** It being understood by the parties hereto that the COUNTY's funding source herein may be COUNTY, State and/or Federal appropriation, and therefore CONTRACTOR is responsible for administering the program as described herein, CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with an any audit of this project which may be deemed appropriate or required in compliance with COUNTY, State or Federal mandates and to reimburse the COUNTY for any liability upon the COUNTY for any discrepancy resultant from said audit exceptions or for any liability that result from a breach of contract, misrepresentation or inaccuracy.
 10. **Record Retention and Availability.** CONTRACTOR shall maintain and preserve all records related to this agreement in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to this agreement) for a minimum period of three (3) years from the effective date of this agreement, or until all State and/or Federal audits are complete, whichever is later. Upon request, CONTRACTOR shall make available copies of these records to COUNTY, State or Federal Governments' personnel, including but not limited to the State Auditor General. In the event that this contract is related to a FEMA grant record retention shall be three years from the date of the Grant Close-out letter.
 11. **Insurance Requirements.** CONTRACTOR shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by CONTRACTOR, CONTRACTOR's agents, representatives, employees and subcontractors. At the very least, CONTRACTOR shall maintain the insurance coverage, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.
 12. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in writing, signed by the parties hereto in accordance with COUNTY Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.

13. **Representations and Warranties.** CONTRACTOR by execution represents the skill, knowledge, proficiency and expertise to perform as herein stipulated and warrants that the credentials presented herein Attachment VI are authentic, current and duly granted.
14. **Contractor's Standard of Care.** COUNTY has relied upon the professional ability, experience, and credentials presented and represented by the CONTRACTOR as a material inducement to enter into this Contract. CONTRACTOR hereby warrants that all of CONTRACTOR's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release. Where applicable, the CONTRACTOR shall maintain the appropriate certification(s), license(s) or accreditation(s) through the life of this contract, as submitted and stipulated herein Attachment VI and make them available for audit upon request by the COUNTY.
15. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the COUNTY of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.
16. **Termination for Exceeding Maximum Term.** Contracts exceeding the five year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the COUNTY of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds five years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the five year limitation unless duly executed by the Chair of the Board of Supervisors.
17. **Compliance with Laws.** CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations including, without limitation, and not limited to any nondiscrimination laws. Specifically, the CONTRACTOR by executing this agreement stipulates and certifies that as an individual or as an entity, complies in good faith as well as all actions the following regulatory requirements at least but not limited to:
 - a. Non-discrimination with regard to minority, women, and disabled veteran-owned business enterprises; hiring practices on the basis of race, color or national origin, gender, handicaps or age.
 - b. Environmental protection legislation and in particular regarding clean air and water, endangered species, handling or toxic substances and the public right to know.
 - c. Drug Free workplace, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act and Public Health Service Act
 - d. National Labor Relations Board Public Contract Code 10296.
 - e. Domestic Partners – Public Contract Code 10295.3.
 - f. ADA 1990 42 USC 12101 et seq.
18. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the Superior Court of the County of Butte.
19. **Contractor Performance and the Breach Thereof.** The COUNTY may terminate this agreement and is relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. CONTRACTOR shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the COUNTY shall notify the CONTRACTOR of the breach and thereby the termination of this contract. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to the COUNTY shall be deducted from any sum due the CONTRACTOR under this agreement and the balance, if any, shall be retained by the COUNTY.

20. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.
21. **No Delegation Or Assignment.** Provider shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of COUNTY and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to CONTRACTOR. COUNTY will not be obligated to make payment under the Agreement until such time that the amendment is entered into.
22. **Conflict of Interest.** CONTRACTOR and CONTRACTOR'S employees shall have no interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.
- a. This contract is entered into by COUNTY upon the express representation that CONTRACTOR has no other contracts in effect with COUNTY except as described on Exhibit "A" hereto attached. Exhibit "A" is hereby made part of this contract by its reference herewith and hereby subjugated to these General Terms and Conditions (Attachment I).
 - b. CONTRACTOR understands and will adhere to the COUNTY's policy that no contracts shall knowingly be issued to any current COUNTY employee or his/her immediate family or to any former COUNTY employee or his/her immediate family until two years after separation from employment, without notifying the Director of the Department of Human Resources in writing:

Director of Human Resources
3 County Center Drive
Oroville, CA 95966
 - c. CONTRACTOR stipulates by execution of this contract that they have no business or other interest that provides any conflict with the interest of the County of Butte in the matters of this agreement. CONTRACTOR recognizes that it is a breach of ethics to not disclose any interest that may be a conflict to the COUNTY for the advice of County Counsel on the matter prior to executing this contract.
23. **Canon of Ethics.** CONTRACTOR by execution of this contract agrees to act in the best interest of and on behalf of the County of Butte and its constituents in all matters, honest, fair, prudent and diligent as dictated by reasonable standards of conduct for their profession.
24. **Severability.** The terms and conditions of this contract shall remain in force and effect as a whole separate from and even if any part hereof the agreement is deemed to be invalidated.
25. **No Implied Waiver.** In the event that The COUNTY at any point ignores or allows the CONTRACTOR to break an obligation under the agreement, it does not mean that COUNTY waives its future rights to require the CONTRACTOR to fulfill those obligations.
26. **Entirety of Agreement.** This contract inclusive of all Attachments herein is stipulated and made part of the contract constitutes the entire agreement between these parties.

EXHIBIT "A" Acknowledgement of OTHER COUNTY Contracts	Page 24 of 32
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List any and all contracts that you have with COUNTY agencies. If none, you must stipulate "none." This cannot be left blank or omitted from the contract.

ATTACHMENT II
INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

***Please provide a copy of Attachment II to your insurance agent.**

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

- 1) Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability:** ISO's Commercial Automobile Liability coverage form CA 00 01.
 1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
 2. Personal Lines automobile insurance shall apply if vehicles are individually owned, with limits no less than \$100,000 per person, \$300,000 each accident, \$50,000 property damage.
- 3) Workers' Compensation Insurance:** As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*
- 4) Professional Liability (Errors and Omissions):** Insurance appropriate to Contractor's profession, with limits no less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1)** The County of Butte, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL and Commercial Auto policies with respect to liability arising out of work or operations performed by or at the direction of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).
- 2)** For any claims related to this contract, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers,

officials, employees and volunteers shall be excess of Contractors insurance and shall not contribute to the cost of such insurance with it.

- 3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

C. WAIVER OF SUBROGATION: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the County. The County may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

F. VERIFICATION OF COVERAGE: Contractor shall furnish County with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. SPECIAL RISKS OR CIRCUMSTANCES: County reserves the right to modify these requirements including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

I. CLAIMS MADE POLICIES: If any of the required policies provide coverage on a claims-made basis:

- 1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 4) A copy of the claims reporting requirements must be submitted to the County for review.

**ATTACHMENT VI
PROFESSIONAL CREDENTIALS**

The CONTRACTOR herein presents the required and essential credentials for performance of this contract and warrants them to be authentic, current and duly granted.

ATTACHMENT III
Scope of Work

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

At *(fill in the appropriate point)* prior to the end of the contract term an assessment may be made of the value of the professional services herein delineated and thus far received. At the conclusion of the assessment, it may be determined that the CONTRACTOR owes certain fulfillment and/or deliverables for which the remaining payments may be withheld up to 20% of the contract. The assessment may determine that there is additional work to be amended to this scope of work. In the event of an amendment, the CONTRACTOR shall be notified and the amendment submitted and duly authorized in accordance with COUNTY Policy and Procedure. Otherwise, pertaining to this contract's scope of work it is the CONTRACTOR's responsibility to remain within the term and amount of the contract. If the terms and/or conditions of this contract including the amounts, rates, time and/or duration are exceeded in any way without fully executed amendment, the CONTRACTOR may not be reimbursed.

Duties and obligations of the CONTRACTOR:

Exhibit B Work Plan

Project Title: Groundwater Sustainability Plan Development for the Vina, East Butte, West Butte and Wyandotte Creek Subbasins

Project Description: The Grantee will conduct activities associated with planning, development, and preparation of Groundwater Sustainability Plans (GSPs) for the Vina, East Butte, West Butte and Wyandotte Creek Subbasins.

Category (a): Grant Administration

Prepare and submit required documents outlined in the Grant Award Letter dated May 8, 2018. Work with DWR staff to develop and execute the Grant Agreement. Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Progress Reports will include sufficient information for DWR Program Manager to understand and review backup documentation submitted with invoices. Quarterly invoices should accompany the Progress Reports and should be submitted to the Project Manager for review to receive reimbursement on eligible funds per the grant agreement. Collect and organize backup documentation by task and prepare a summary Excel document detailing contents of the backup documentation organized by task.

Prepare Draft Grant Completion Report and submit to DWR for Project Manager's comment and review no later than 90-days after work completion. Prepare Final Report addressing the Project Manager's comments. The report shall be prepared and presented in accordance with the provisions of Exhibit F.

Deliverables:

- Executed Grant Agreement and Amendment(s) (as necessary)
- Environmental Information Form
- Quarterly Progress Reports
- Quarterly invoices and all required backup documentation
- Grant Completion Report

Category (b): Plan Development

Task 1: GSA and Stakeholder Coordination

Work with GSAs and stakeholders in each basin identified in the project description, through professionally facilitated meetings, to coordinate GSP development and adoption.

Deliverables:

- Meeting announcements and agendas

Task 2: Facilitation Support

Provide professional facilitation support for all plan development and plan adoption meetings. All interested parties will be encouraged to participate in the GSP development process.

Deliverables:

- Meeting announcements and agendas

Task 3: Coordination with Adjoining Basins

Conduct coordination meetings with GSAs of adjoining basins to ensure that respective GSPs will not adversely affect the ability of an adjoining basin's GSP to achieve its sustainability goals, promote the development of regional sustainability projects, and coordinate sustainable groundwater management policy and program approaches.

Deliverables:

- Meeting announcements and agendas

Task 4: GSPs Development

Prepare draft and final GSPs that build off the information obtained from the activities listed below. Compile various sections of the GSP content, including review of each section to ensure that all GSP content required by SGMA and DWR is included. Prepare and distribute draft GSPs for public review by decision-makers and other stakeholders within each basin identified in the project description. Adopt GSPs by the appropriate GSAs at one or more public hearings and submit to DWR for review. Include summaries of activities associated with this Task within the Quarterly Progress Reports. The activities for the GSPs development and the sections the GSPs will include, but may not be limited to, are described below.

1. Integrated Hydrologic Modeling

Develop and use an integrated hydrologic model to support GSP development in each basin. Local data sources may include agricultural water management plans (AWMPs), urban water management plans (UWMPs), municipal service reviews (MSRs), and the Northern Sacramento Valley Integrated Regional Water Management Plan (NSVIRWMP). Actions will include evaluation of model options, development of model, development of model scenarios, and use of model to evaluate potential projects and management actions.

2. Data Collection and Analysis to Support GSP Development

Evaluate current monitoring, identify additional data needs, and develop methods to collect needed data and information to inform the Hydrogeologic Conceptual Model (HCM), numerical modeling and calibration, and development of measurable objectives and sustainability thresholds.

3. Monitoring Protocols

Develop and document monitoring protocols for Sustainable Groundwater Management (SGM)-related monitoring data.

4. Data and Reporting Standards

Evaluate whether existing data standards for local SGM-related data meet the GSP Data and Reporting Standards and identify the actions needed to modify the existing standards if necessary. Protocols will be developed to assure that new data will meet the GSP Data and Reporting Standard.

5. Data Management System (DMS)

Implement a DMS for each GSP. The subtask will involve an evaluation of DMS options. Evaluate DMS options to consider a range of available options, including: proprietary systems, open-source systems developed by DWR and/or independent custom application. Based on the results of the DMS evaluation, the DMS will be selected for implementation.

6. GSP Administrative Information

Prepare GSP Administrative Information section for each GSP, including general information, agency information, description of plan area, and notice and communication. Documentation of public comments and responses will be conducted throughout GSP development and adoption.

7. Hydrogeologic Conceptual Model
Develop a HCM for each basin identified in the project description. This task will refine information relevant to the HCM developed as part of the 2005 Butte County GMP, the 2005 Butte County Groundwater Inventory, the Butte County 2016 Water Inventory and Analysis Report, the Butte County Proposition 1 Stressed Basin Grant, the Lower Tuscan Investigation, the Stable Isotope Recharge Investigation and other identified sources.
8. Current and Historical Groundwater Conditions
Compile and analyze data and develop the Current and Historical Groundwater Conditions section of the GSP for each basin identified in the project description.
9. Water Budget Information
Organize, summarize, and report water budget information developed using the integrated hydrologic model. Evaluate sustainable yield, as informed by sustainable management criteria. Evaluate the availability and reliability of surface water supplies, suitability of the historical water budget to project future water budget information, and impacts of historical conditions on operational sustainability. Develop water budget information for identified management areas, if applicable.
10. Management Areas
Evaluate appropriateness of various management area scenarios and develop management area-specific documentation for inclusion into the GSP development, approval, and implementation process. Consideration of management areas will be driven by a combination of technical analysis and facilitated discussions with GSAs and other stakeholders within each basin. The consideration of management areas will encompass groundwater conditions, geology and aquifer characteristics, land use, water sources, water uses, jurisdictional boundaries, existing subbasin boundaries, etc., and will be determined through a facilitated public process.
11. Sustainability Goals
Develop sustainability goals for each basin identified in the project description.
12. Undesirable Results
Develop Undesirable Results criteria for each basin identified in the project description. Develop initial qualitative descriptions of significant and unreasonable effects from the groundwater conditions through a collaborative, public process informed by technical data and analysis based on the basin setting, monitoring network, and other information. Develop description of how groundwater conditions throughout the basin may lead to, or have led to undesirable results based on information contained in the basin setting, models, and other data as appropriate.
13. Minimum Thresholds
Develop Minimum Threshold criteria for each basin identified in the project description. Establish Minimum Thresholds through a facilitated public process informed by technical data and analysis based on the basin setting, monitoring results, and other information. One goal of this portion of the planning process will be to establish Minimum Thresholds for groundwater levels as the representative measurement for multiple sustainability indicators and to conduct an appraisal to determine the current and historical conditions in relation to the Minimum Thresholds and the economic feasibility of the minimum thresholds.
14. Measurable Objectives
Develop Measurable Objective criteria for each basin identified in the project description. Establish Measurable Objectives and Interim Milestones, if applicable, through a facilitated public process informed by technical data and analysis based on the basin setting, monitoring results, and other

information.

15. Monitoring Network

Develop a monitoring network plan for each basin identified in the project description. This task will build on the existing monitoring network in the basins developed through the CASGEM and other programs to evaluate historical groundwater conditions. The monitoring network discussion will provide the basis for representative monitoring and an assessment to suggest improvements to the monitoring network.

16. Representative Monitoring

Develop a representative Monitoring Plan for each basin identified in the project description. This task will build on work conducted previously to evaluate historical groundwater conditions and assess existing monitoring well networks. Existing monitoring sites and new monitoring sites identified as part of this proposed effort will be considered for classification as representative monitoring sites based on a collaborative process to define management areas, Minimum Thresholds, Measurable Objectives, and Interim Milestones, and additional technical data. The Monitoring Plans should incorporate items defined and listed in Exhibit K.

17. Assessment and Improvement of Monitoring Network

Develop a plan for continued assessment and improvement monitoring networks for each basin identified in the project description. Evaluate the data gaps in the existing monitoring network and the uncertainty within the network. Assess the number and locations of monitoring sites, monitoring frequencies, and the quality of the data collected. Provide recommendations to address the data gaps and incorporate into the five-year review process.

18. Reporting Monitoring Data to Department of Water Resources

Develop monitoring data report and electronic data submittal formatting for DMS. This task will build on DMS development. Update the DMS to produce monitoring data reports for the Annual Report and electronic data submittals required by DWR.

19. Projects and Management Actions (PMAs)

Identify and develop Project and Management Actions for each basin identified in the project description. Identify and discuss PMAs through a collaborative, facilitated public process. Further define and evaluate selected PMAs, based on this process and initial screening. Evaluate selected PMAs using the Integrated Hydrologic Model to assess project impacts on groundwater conditions and related sustainability indicators to support quantification of project benefits.

Deliverables:

- Summaries of task update included in Quarterly Progress Report
- Proof of Final GSPs submittal to DWR
- Public hearing notice, agenda, minutes