**Lincoln County Conservation District (LCCD)**

**REQUEST FOR PROPOSALS FOR**

**Local Drought Preparedness Plan**

**September 2024**

**REQUEST FOR PROPOSAL FOR**

**Local Drought Preparedness Plan**

**Title:** Local Drought Preparedness Plan Facilitation, Lincoln County, WA

**Issue Date:** September 2024

1. **INTRODUCTION, BACKGROUND, & PURPOSE.**

LCCD has received grant funding to develop a Local Drought Preparedness Plan. LCCD is partnering with the Columbia Basin Substantiable Water Coalition (CBSWC) to prepare a drought preparedness plan to help the Mid-Columbia Basin prepare for and withstand the impacts of declining water supplies and changing climate. The plan will cover municipalities and other drinking water purveyors withing the FLAG Counties (Franklin, Lincoln, Adams, Grant).

1. **SCOPE OF WORK AND SERVICES TO BE PROVIDED.**

* Task 1. Develop Introduction, planning process, and community profile
* Task 2. Water security risk assessment
* Task 3. Identification of water supply and drought projects
* Task 4. Outreach to overburdened communities

1. **PROPOSAL CONTENT.**

All proposals should be concise and clear and should convey all the information requested by LCCD. Emphasis should be on completeness and clarity of content. The successful response will demonstrate the Respondent’s ability to meet the requirements and demonstrate experience, technical skill, meeting facilitation success, and quality product delivery.

It is requested the following section headlines are used in response to this RFP:

• Statement of Qualifications

• Understanding of the Project

• Staffing Pattern

• Cost of Proposed Services

1. **Statement of Qualifications.**

Each Respondent must demonstrate its organization’s competence, qualifications, and ability to perform the services requested in this RFP. Requested information shall include (1) business entity’s legal name, address, and telephone number; (2) the principle(s) of the business entity, their experience, and qualifications; (3) summary of experience and qualifications of the staff to be assigned the work; (4) description of the business entity’s prior experience with the work defined; and (5) references

1. **Understanding of the Project.**

Please describe the approach and knowledge of Section II above, tasks requirements are provided below:

1. **Task: Develop Introduction, Planning Process, and Community Profile**

Develop and finalize the following three sections to the Local Drought Preparedness Plan.

Section 1: Introduction

Must include:

a. Description of the projected impacts of a changing climate and drought on water supplies within the planning area.

b. Description of the entity(s) authorizing the plan. Includes an explanation as to why they are properly situated to accomplish the preparation of this plan for the project area.

c. The extent to which this project area has existing plans or documents related to drought planning and preparedness. This item will include a list of documents with hyperlinks.

Section 2. Planning process

Must include:

a. Description of the process for completing this plan. This includes the parties that participated, their roles (e.g., whether they were decision makers, or were responsible for providing or producing any plan content, or were consulted on content and or approach, or were they informed about content and or approach).

Section 3. Community Profile

Must include:

a. Describe your geographic jurisdiction, including the types of water users and uses.

b. Include a key demographic table, at minimum to include population, number of households, race, income, gender, age, and employment.

c. Describe the data used to identify the overburdened communities highly impacted by drought within your planning area. Explain your approach for prioritizing your overburdened communities highly impacted by drought in your planning process.

d. If you coordinated with any other entities, describe the partnership structure and decision-making process between all entities.

Deliverables: Draft and final versions of the above three sections of the Local Drought Preparedness Plan.

1. **Task: Water Security Risk Assessment**

Develop and finalize the following section to the Local Drought Preparedness Plan.

Section 4: Risk Assessment

Must include the will describe the water security risks and vulnerabilities of the planning area. This will include a rationale for any identified risks and be categorized as follows, if applicable:

* Historical impacts,
* Current conditions, and
* Future projections

The plan will describe the water demand factors, including user characteristics, population and growth forecasts, drought impact on consumption and other factors. In completing this assessment, the plan will summarize available information on water supply factors in the planning area. This may involve surface supply factors (e.g., streamflows, reservoir levels, lake levels, snowpack, surface water rights or other factors) and/or groundwater supply factors (e.g., static well levels, pumping water levels, soil moisture, groundwater table elevations, groundwater water rights or other factors).

Deliverable: A report on water supply and demand factors for the planning area that summarizes water availability and impacts on that availability to due to drought for incorporation into the final Local Drought Preparedness Plan.

1. **Task: Identification of Water Supply and Drought Projects**

Develop and finalize the following section to the Local Drought Preparedness Plan (approximately two pages):

Section 5: Identify Projects

Must include the will identify current and potential projects and their intended benefit(s) that address the identified risks indicated in the risk assessment. Include projects that are in-progress, funded, in need of funding, and/or in need of feasibility.

The plan will include a completed table indicating the specific projects and total costs to address water security. This table will include:

* + Column 1: Risk
  + Column 2: Mitigation approach
  + Column 3: Specific projects
  + Column 4: Costs (including total)
  + Column 5: Timeline for completion
  + Column 6: Timeline for benefits Project rationale
  + Column 7: For projects planned or in progress, indicate if they are funded, currently pursuing funding, or funding identified; and project readiness (i.e., not initiated, scoped a feasibility study, “Shovel-ready,” in progress).
  + Column 8: For projects planned or in progress, include a reference to any that are included in existing plans, including capital plans or otherwise.

Deliverable: Excel table of identified capital, investment, and/or feasibility projects to address water security risks identified in risk assessment for incorporation into the final Local Drought Preparedness Plan.

1. **Task: Outreach**

Work with the LCCD and CBSWC to develop an outreach strategy. The outreach strategy will be captured in a Community Engagement Plan, community input will inform the development of the Local Drought Preparedness Plan. Outreach efforts will identify vulnerable and overburdened communities within the project area to evaluate and understand the nature and needs of the people who will be impacted by the project and actions identified in the Local Drought Preparedness Plan.

Deliverables. A Community Engagement Plan and a report on outreach results. Other deliverables may include community events, creating of informational handouts, social media posts, a website.

1. **Staffing Pattern.**

The Respondent must demonstrate how staffing will be sufficient and competent to complete the services required. Please include the days and hours of operation.

1. **Costs of Proposed Services.**

All service and materials costs associated with the Community Wildfire Protection Plan (CWPP) Facilitation must be included, including but not limited to travel, per diem, and incidentals.

1. **EVALUATION OF PROPOSALS**

Proposals will be conducted by a three-person committee to evaluate. Recommendations will then be given to the commission in a public meeting, at a later date. In reviewing and evaluating proposals, LCCD will use the following evaluation factors listed below in the order of their respective importance:

1. Conformance to the requirements of this solicitation.

2. Qualifications and experience providing similar services and work products.

3. Capacity to perform the work.

4. Service costs.

5. References; and

6. Past performance.

Each Respondent who submits a proposal may make an oral presentation to LCCD to provide an opportunity for the Respondent to clarify the proposal and ensure mutual understanding. Respondents may NOT change their original proposal submission.

1. **BASIS FOR AWARD.**

An award resulting from this RFP shall be awarded to the Respondent whose proposal is determined to be most suitable based on the evaluation factors set forth herein.

1. **CONTRACTUAL REQUIREMENTS**

The successful Respondent, hereafter referred to in this section as “Contractor,” will be required to enter and sign a formal contract (Contract) with LCCD subject to the following terms and conditions:

1. **Length of Contract.**

The RFP and Grant Agreement between the LCCD and Department of Ecology through October 3,1 2026.

1. **Location.**

Contractor will be required to travel and do business within the FLAG Counties.

1. **Minimum Contract Terms.**

The Contract will contain, at a minimum, the following provisions:

**1. Insurance and Workers’ Compensation.**

Contractor shall be required to maintain general liability insurance in the amount of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate. Contractor shall be required to provide professional liability insurance.

Contractor shall purchase and maintain automobile occurrence coverage with combined single limits for bodily injury, personal injury and property damage of five hundred thousand dollars ($500,000.00) per occurrence and one million dollars ($1,000,000.00) in aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor, and its employees, agents, representatives, successors, assigns or subcontractors.

In accordance with MCA §§ 39-71-401 and 39-71-405, Contractor agrees to provide workers’ compensation insurance for its employees while performing work under this Agreement. Contractor shall provide proof of compliance in the form of workers’ compensation insurance or documentation of corporate officer status and maintain such insurance or corporate officer status for the duration of the contract. All insurance policies required must be from an insurance carrier licensed to do business in the State of Montana. Contractor agrees to furnish proof of required insurance to LCCD prior to commencing work under this Agreement. LCCD must be listed as an additional insured on the general liability insurance certificate for this Agreement unless otherwise specified by LCCD.

**2. Compliance with Laws and Non-Discrimination**.

The Contractor agrees all hiring must be based on merit and qualifications, and not discriminate against any person who performs work thereunder because of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin. Further, the Contractor agrees to comply with all federal, state, and local laws, rules and regulations, including but not limited to, the Americans with Disabilities Act.

**3. Taxes.**

In the event the Internal Revenue Services (“IRS”) should determine the Contractor is, according to IRS guidelines, an employee subject to withholding and social security contributions, Contractor shall acknowledge that all payments to Contractor are gross payments and Contractor is responsible for all income taxes and social security payments received prior to such IRS determination.

**4. Termination of Contract.**

This Agreement may be terminated by either party unilaterally by giving notice of termination in writing at least one hundred twenty (120) days prior to the date of the intended termination.

**5. Public Access to Information.**

Contractor acknowledges that the LCCD is a special purpose district and considered local government, and its records are public and subject to disclosure under Washington law. Certain information may be protected from disclosure. Protected information includes information concerning an individual privacy interest, legitimate trade secrets and other constitutionally protected proprietary information and certain information relating to individual or public safety. The parties agree to confer prior to disclosure of information relating to this Agreement and its performance which may include protected information.

**6. Indemnification.**

The Contractor shall defend, indemnify, and hold harmless LCCD, its officers, agents, employees, successors, and assignees from all claims, liabilities, causes of action or judgments, including the costs and attorney fees, asserted by or awarded to third parties because of any negligent action or omission or willful misconduct of the Contractor, its employees, agents, successors, and assignees. LCCD shall defend, indemnify, and hold harmless Contractor, its employees, agents, successors, and assignees from all claims, liabilities, demands, cause of action or judgments, including costs and attorney fees, asserted by or awarded to third parties because of any negligent action or omission or willful misconduct of LCCD, its officers, agents, employees, successors, and assignees.

**7. Severability.**

If any part of this Agreement is hereafter held to be void, illegal, or unenforceable, the validity of the remaining portions or provisions will remain in effect.

**VII. SCHEDULE.**

October 31, 2024 @ 4:00 p.m. PST: Deadline for submission of five (5) hard copies of proposal and one electronic. Proposals must be received in a sealed envelope marked on the outside with “Drought Planning and Preparedness” and addressed to:

**Elsa Bowen**

**LCCD**

**PO Box 46**

**Davenport, WA 99122**

**Email: ebowen@lincolncd.com**

**IX. DISCLAIMERS.**

A. LCCD reserves the right to reject all proposals, to negotiate individually with the proposers, and to select a respondent based upon the best interests of LCCD, which best interests may be based exclusively upon pricing.

B. LCCD reserves the right to withdraw the RFP at any time at its sole discretion. Further, LCCD reserves the right to amend the RFP to correct errors or oversights, or to supply additional information as shall become available, at any time prior to the opening of responsive submissions.

C. LCCD reserves the right to eliminate any mandatory, non-material specification or requirements that cannot be met by any of the prospective respondents.

D. LCCD reserves the right to request and require clarification at any time during the procurement process and/or require correction of mathematical or other apparent errors and/or to determine a respondent’s compliance with the requirements of the RFP.

E. This RFP does not commit LCCD to the award of a contract, nor to pay any cost incurred in the preparation, submission or presentation of proposals in anticipation of a contract. LCCD reserves the right to reject all proposals, portions of proposals or subconsultants/team members, to further modify the scope of work and/or negotiate further with respect to the proposal or to select the firm which in LCCD’s sole judgment provides the best overall proposal with respect to qualifications, experience, financial proposal and staffing abilities.

F. Nothing in this RFP shall constitute or be construed to create a partnership or joint venture between LCCD, its officers, employees, agents, representatives, successors, or assignees and the Respondent, its officers, employees, agents, representatives, successors, or assignees. Neither Respondent nor Respondent’s employees shall be deemed to be employees of LCCD.

Lincoln County Conservation District

Director Published: September 22, 2024.

**END OF RFP**