

# **REQUEST FOR PROPOSALS**

**FOR**

**WEATHER MODIFICATION SERVICES**

**FOR THE KINGS BASIN WATERSHED**

RFP ISSUED: MAY 17, 2021

PROPOSALS DUE: JUNE 23, 2021

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## **ATTACHMENTS**

Insurance Requirements

## **BACKGROUND**

In 1951, the State of California took steps to secure its natural resources in the San Joaquin Valley. Through special legislation, the Kings River Conservation District (KRCD) was formed. Today, KRCD is a leading resource management agency for the Kings River region serving agriculture, business and residential communities within 1.2 million acres spanning portions of Fresno, Kings and Tulare counties. The mission of KRCD is to provide flood protection, cooperate with other agencies to achieve a balanced and high-quality water supply, provide on-farm support in efficient water conservation practices, and develop power resources for the public good.

In 1954, coincident with the completion of Pine Flat Dam, a cloud seeding program designed to increase precipitation was initiated over the Kings River Watershed in the Sierra Range of California. Water from the Kings is used to irrigate over 1,000,000 acres of land in the counties of Fresno, Tulare, and Kings. The water is also used for power generation, groundwater recharge, and other purposes.

There are three main reservoirs in the watershed: Pine Flat, Wishon, and Courtright. Pine Flat is used for flood control and water storage. The KRCD has a run-of-river hydroelectric facility for power generation when water is released from Pine Flat Dam. Wishon and Courtright are used for power generation and were built and are operated by Pacific Gas and Electric (PG&E).

The project has operated continuously since 1954. Operations were suspended temporarily for the construction of the Pine Flat Hydroelectric Plant at the base of Pine Flat Dam. Operations are also suspended during years of heavy runoff.

Historically, the program has operated over the winter season for a six- to seven-month period. Presently, flight operations occur from November 16 to April 15 and ground operations occur from November 16 to April 30.

The initial program was operated by Atmospherics, Inc. In 2005, North American Weather Consultants, Inc. (NAWC) was awarded a contract and has been awarded a number of contract extensions since that time. The current contract expired at the conclusion of this season in April 2021. Given the time period that has elapsed since award of the current contract, the KRCD has elected to issue this Request for Proposals (RFP).

## **SCOPE OF WORK**

The successful proposer will negotiate and execute a contract for weather modification services. These services will include all work that is necessary to conduct cloud seeding operations during the winter season including, but not limited to; designing the program, implementing the program, preparing monthly reports, and preparing an annual report.

Additional details regarding the Scope of Work are provided below. For purposes of the scope of work, the term “District” refers to the Kings River Conservation District and the term “Contractor” refers to the successful proposer that has negotiated and executed an agreement with the District.

### **Existing Data and Information**

The District has a number of annual reports and documents related to the existing program. The District will provide the Contractor with any information deemed necessary for the successful development and implementation of the program.

### **Operations**

Subject to certain limitations, the Contractor will be expected to seed clouds and storm systems to augment precipitation within the target area. The Contractor will use their professional expertise and judgment to determine whether to conduct seeding operations and the manner in which to conduct the operations. If such operations would present a hazard to life and/or property, the Contractor will be expected to temporarily suspend seeding operations and promptly notify the District.

The District modified the program for the 2020-2021 operation to 100% ground-based only, eliminating the aerial flight requirement. The District would like to receive proposals for the following operational scenarios:

1. 100% ground-based program only
2. Ground-based inclusive of aerial flights

In addition, if the Contractor has a preferred methodology between 1 and 2 above, please provide those details with your proposal.

### **Project Design and Operations Plan**

At least 90 days prior to commencing initial operations, the Contractor shall submit a Project Design and Operations Plan. The plan shall describe in detail the technical approach for the proposed program, the methods used for seeding operations, technical details about those methods, conditions under which the methods are used, and the methods used to forecast and direct project operations. The plan shall clearly state the conditions under which seeding operations shall be suspended or which further consideration is given to continuing operations. The plan shall also clearly state the policies and procedures used by the Contractor to ensure the safety of its employees and life and property as related to the program.

### **Meetings**

Each season, the Contractor and the District will hold a season kick-off meeting and a season close-out meeting.

The season kick-off meeting is typically held 30 to 60 days prior to the anticipated start of operations. The season outlook, staffing changes, operational changes, operation suspension guidelines, safety issues, and potential program improvements are typically discussed during

the kick-off meeting.

The season close-out meeting is typically held 30 to 60 days after the end of operations. The meeting is held in conjunction with the issuance of the Annual Report. Program operations, measured performance, safety issues, potential program improvements, and next year operations are typically discussed during the close-out meeting.

### **Reports**

The Contractor will be expected to issue monthly operation reports within five business days after the end of the month. The format of the monthly report is at the discretion of the Contractor. The report can be transmitted in PDF format by e-mail to the District. The Contractor will also be expected to provide a presentation of monthly operations at the District's regular board meeting held on the second Tuesday of the month at 1:30 p.m. The report is generally heard by the board during the first half-hour of the meeting.

The Contractor will be expected to issue an annual operation report within 60 days after the end of operations. The format of the annual report is at the discretion of the Contractor. The report will be provided to the Department of Water Resources by the District for compliance with California Water Code requirements.

The Contractor may issue periodic weather forecasts by e-mail to the District and other interested individuals as directed by the District. The frequency and content of these forecasts is at the discretion of the contractor.

### **Fee**

In past years, the District has used a fixed-fee structure for the program. The District anticipates that it will utilize a fixed and variable fee structure for the upcoming contract. The fee structure and fees are subject to negotiation by the District and the successful proposer. The information provided by proposers will serve as the basis for the next contract and budgeting for program funding.

### **Contract Duration and Term**

The District anticipates that it will execute a contract for a five-year term with the ability to extend the contract for additional two-year terms at the option of the District and the concurrence of the Contractor.

### **Subcontractors and Other Service Providers**

The District has no objection to the use of subcontractors or other service providers to carry out elements of the weather modification program. Depending on the nature and extent of these services, the District may evaluate these providers and address the terms of their engagement in the Agreement to be negotiated.

## **RESPONSE**

### **Submission Process**

Proposals will be submitted by way of certified mail or electronically (Share / FTP site or email) on or before **Wednesday, June 23, 2021 at 5:00 p.m. PDT**; hand delivery will not be accepted. Responding firms will provide **proposals** to Kings River Conservation District care of Charlotte Gallock, P.E., Director of Water Resources, at 4886 East Jensen Avenue, Fresno, California 93725. Any questions regarding this document should be submitted to Ms. Gallock at [cgallock@krcd.org](mailto:cgallock@krcd.org) on or before **Wednesday, June 9, 2021 at 5:00 p.m. PDT**. Questions and responses received after this date may not be addressed or accepted.

Proposers that intend to submit a response to this RFP should contact Ms. Gallock at their earliest opportunity in order to receive communications, responses to proposer questions, and additional information concerning the RFP.

Questions of a substantive nature will be answered and distributed to proposers that have contacted District staff and expressed an interest in responding to the RFP.

### **Pre-Qualification**

The District will accept proposals from those firms it deems qualified to perform the work in a professional and efficient manner and that have a solid reputation and history of providing commercial weather modification services. Firms interested in submitting a proposal may contact Ms. Gallock at the District to informally review their qualifications prior to submitting a proposal.

### **Pre-Proposal Meeting**

At this time, the District does not anticipate that it will hold a pre-proposal meeting or teleconference.

### **Existing Data and Information**

The District has a number of annual reports related to the existing program. Prior to the proposal deadline the District will, upon request, provide proposers with past year information.

There are a number of publicly available papers concerning the program that are available from the Weather Modification Association and other sources. Proposers are encouraged to review these sources of information. The District will generally not provide a proposer with information developed outside of the program and encourages proposers to obtain such information from the source.

Any information provided to a proposer will either be provided or offered to all proposers.

### **Proposal Accuracy**

A proposal which is in any way incomplete, irregular, or conditional, at the District's discretion, will be rejected. By submitting a proposal, proposers agree that any significant inaccuracy in information given by the proposer to the District will constitute good and

sufficient cause for rejection of the proposal.

### **Organization, Format, and Contents of Proposal**

The proposal must be at a minimum 11-point font and have separate sections addressing the items below. Proposals shall include a cover letter and table of contents. There is no page limit for responses.

#### ***Contractor Description***

Describe the origin, background, ownership, legal structure and size of the Contractor's company. Provide a summary of the proposer's capability of carrying out program activities should a key individual become incapacitated or otherwise unavailable.

#### ***History and Experience***

Provide a summary describing the proposer's qualifications and experience and the key personnel involved in the project. Detailed information and/or resumes of key personnel may be attached at the end of the proposal if necessary.

#### ***References***

Proposers shall provide a list of references for which similar work has been completed. The list shall include the name of the contact, company name, address, telephone number, e-mail address, and a description of services rendered, the length of the engagement, and outcomes.

#### ***Technical Approach***

Describe the technical approach for the proposed program. The description should include the methods used for seeding operations, technical details about those methods, conditions under which the methods are used, and the methods used to forecast and direct project operations.

#### ***Equipment Capabilities***

Describe the capabilities and specifications of the equipment that will be used for the program.

#### ***Metrological Capabilities***

Provide a detailed description of the equipment and methods used to forecast weather conditions, forecast favorable operation conditions, and direct project operations.

#### ***Anticipated Performance***

Provide an estimate of the augmentation expected using the proposed methods and equipment. Justify the estimate using industry-accepted analysis and technical data.

#### ***Performance Evaluation***

Provide a detailed description of the methods proposed to evaluate the effectiveness of the program at the conclusion of the season.

#### ***Proposed Fees and Fee Structure***

Clearly describe the proposed fees and the basis for the fees. The proposer shall, at a minimum, identify the fixed and variable fees for ground- and air-based seeding operations in the

proposal. The proposer may break the fixed and/or variable fees into multiple components at their discretion. Provide any escalation terms or cost index used as a basis for escalation. The proposer may propose alternate fees structures and fees in addition to those requested in the RFP.

The proposer shall also provide the estimated annual costs for program operations and state the basis for the estimate. The estimate should include the number of seedable weather events, the assumed flight hours, the assumed ground operation hours, and assumed amount of consumables expended.

### ***Conflict of Interest Statement***

Proposers must disclose to the District any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the firm, management, or employees of the firm or other persons relative to the services to be provided under the agreement to be awarded pursuant to this RFP. If a firm has a conflict of interest as described above or has no conflict of interest, a statement to either effect shall be included in the proposal.

### ***Proprietary Statement***

Firms submitting proposals must provide a statement that nothing contained in the submitted proposal or subsequent interview, if required, is proprietary. If proprietary information is included, a statement should be provided identifying any information which the proposer contends is confidential and the legal basis for such a claim. If information is requested under the California Public Records Act, the District will assert the confidentiality of such information only if requested by the proposer and where the proposer has entered into an agreement with the District to defend and indemnify the District for any liability, loss, costs and expenses incurred in asserting such confidentiality as part of the proposal. The final determination as to whether or not the District will assert a claim of confidentiality is in the sole discretion of the District.

### ***Insurance***

Provide a statement that the proposer has reviewed the District's insurance requirements and shall provide the requested coverage if selected. Note any exceptions or proposed modifications to the requirements. A sheet detailing the District's insurance requirements accompanies this RFP.

### ***Subcontractors or Other Service Providers***

If the proposer intends to utilize subcontractors or other service providers, the proposal shall clearly list these individuals or firms. If the proposer is the sole provider of the services, the proposal should include a statement to this effect.

### ***Other Relevant Information***

The proposer may include any other information it desires to assist the District in its review and comparison of the proposals.



### **Additional Information**

All costs associated with preparation of the response to this Request for Proposals (RFP) shall be borne by the proposer. All proposals submitted in response to this request become the property of the District and public record, and as such may be subject to public review. The District reserves the right to request additional information, request clarification, and/or reject any and all proposals should it deem in its best interest to do so.

## **EVALUATION AND CONTRACTING PROCESS**

The proposals will be evaluated after the submission deadline. Proposals will be evaluated based on their overall value. The overall value may include the following criteria: (1) approach to the program; (2) capabilities; (3) qualifications and experience of key individuals; (4) prior programs and efforts; (5) professional expertise and reputation; and (6) cost. After completion of the evaluation process, the District may choose to interview one or more proposers to resolve any questions or provide additional information related to their submission.

Once a proposal is selected, the District will notify all proposers of the selection. The District will then negotiate with the proposer on an Agreement for Weather Modification Services. Once negotiations are completed, the Agreement will be taken to the District board for approval. Based on the current timeline, which is subject to change, a contract for services is expected to be awarded on or before **Friday, July 16, 2021**.

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## KINGS RIVER WEATHER MODIFICATION PROGRAM

### INSURANCE REQUIREMENTS

Prior to the beginning of work, Contractor shall furnish to the District certificates of insurance and policy endorsements satisfactory to the District evidencing general liability coverage of not less than \$3,000,000 per occurrence (\$6,000,000 general and products-completed operations aggregate (if used) for bodily injury, personal injury and property damage); aircraft liability coverage of not less than \$3,000,000 combined single limit for bodily injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident; workers compensation (statutory limits) and employer's liability (\$1,000,000)(if applicable); requiring 30 days notice of cancellation and 10 day notice for non-payment of premium to the District. Any insurance, self-insurance or other coverage maintained by the District, its directors, officers, employees, or authorized volunteers shall not contribute to it. The general liability coverage shall give the District, its directors, officers, employees, or authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by the District. In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this Agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractors meets the minimum insurance requirements specified above. The Contractor is not required to provide consequential loss insurance covering the results of cloud seeding.

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<sup>i</sup> Insurance requirements are the minimum for aerial flight operation – requirements will be updated at time of contract award / modified (reduced) if a ground based program only is contracted for.