

Upper Colorado River Commission



Request for Qualification-Based Proposals for Professional Services

RFP #2019-01-UCRC

Solicitation Date: October 30, 2019
Due Date for Submission: December 20, 2019

I. ADVERTISEMENT

REQUEST FOR PROPOSALS – 2019-01-UCRC

The Upper Colorado River Commission (“UCRC”) requests **qualification-based proposals for legal, economic, and engineering-related analyses and services** to investigate specific concerns and challenges related to water demand management as a component of the Upper Basin Drought Contingency Plan (“DCP”). The Contractor(s) will work with State agency staff members of the Upper Division States of Colorado, New Mexico, Utah, and Wyoming (“States”) through the UCRC staff to explore the feasibility of developing and employing temporary, voluntary, and compensated demand management within the Upper Colorado River Basin in a manner that helps to reduce consumptive water use, if and when needed, to ensure ongoing compliance with the 1922 Colorado River Compact. The UCRC may make multiple awards under this solicitation.

All proposals must be received by 3:00 P.M. Mountain Time, 12/20/2019 at the UCRC Office at 355 South 400 East, Salt Lake City, UT 84111, either by certified mail or via email. All proposals sent via certified mail shall be submitted in a sealed envelope indicating the proposal title and Request for Proposals (“RFP”) number along with the Offeror’s name and address clearly marked outside the envelope. If sent via email, the RFP number and proposal title should be used in the subject line. By submitting a proposal for the requested services, each firm is representing that their proposal is in compliance with the regulations and requirements referenced within this RFP.

EQUAL OPPORTUNITY EMPLOYMENT: All qualified offerors (“Offerors”) will receive consideration for contract(s) without regard to race, color, religion, sex or national origin. Contractors for this work shall be required to comply with the President’s Executive Order No. 11246, as amended.

A copy of the RFP can be accessed by contacting the UCRC’s Procurement Manager, Sara Larsen, Deputy Director/Chief Engineer, via mail at Upper Colorado River Commission, 355 South 400 East, Salt Lake City, UT 84111, or via email to slarsen@ucrcommission.com. It may also be downloaded from the UCRC website at: <http://www.ucrccommission.com/rfp-2019-01-ucrc/>.

ANY PROPOSAL RECEIVED BY THE UCRC AFTER THE TIME AND DATE SPECIFIED SHALL NOT BE CONSIDERED. THIS RFP MAY BE CANCELLED AND ANY AND ALL PROPOSALS MAY BE REJECTED IN WHOLE OR IN PART IN THE SOLE DISCRETION OF THE UCRC.

II. CONTRACT OBJECTIVES

A. GENERAL PROJECT INFORMATION

The Upper Colorado River Commission (“UCRC”) requests **qualification-based proposals for legal, economic, and engineering-related analyses and services** to investigate specific concerns or challenges related to water demand management as a component of the Upper Basin States’ Drought Contingency Plan (“DCP”). The Contractor will work with State agency staff members of the Upper Division States of Colorado, New Mexico, Utah, and Wyoming (“States”) through the UCRC staff to explore the feasibility of developing and employing temporary, voluntary, and compensated demand management within the Upper Colorado River Basin in a manner that helps to reduce consumptive water use, if and when needed, to ensure ongoing compliance with the 1922 Colorado River Compact.

The UCRC in its sole discretion may make multiple awards under this solicitation if/when two or more Offerors are necessary for performance of the tasks described in this RFP. The UCRC in its sole discretion may choose not to implement all tasks described in this RFP. Maximum costs associated with all awards and related UCRC administrative costs under this RFP will not exceed \$800,000, with the work commencing from the UCRC’s award of the contract and ending on September 19th, 2022.¹

B. BASIC INDIVIDUAL/FIRM QUALIFICATIONS

Professional engineers and/or attorneys shall be licensed in one of the States and shall indicate areas of discipline or emphasis (e.g., environmental engineering, water resource engineering, etc.). All work product, legal research, and professional engineering services shall be governed by applicable law in accordance with Paragraph IV.A., herein. Desired qualifications, work experience, and firm proficiencies, may be in one or more of the four general categories listed below:

1. Legal Analyses: Western water law research and analysis
2. Technical Analyses: 1) Water resource hydrology, reservoir storage, and river/streamflow routing and modeling, 2) Consumptive water use monitoring, estimation, verification and accounting techniques, and 3) Water banking, accounting, monitoring, and conveyance principles and methods
3. Economic Analyses: Water markets and cost effectiveness of demand management (review Task 3 items below), administrative costs, socioeconomic and community impacts of demand management, long-term funding for demand management
4. Stakeholder Facilitation and Outreach: Ability to convene, facilitate, and coordinate discussion sessions and outreach with key stakeholders in each state or all states, the State advisors, and UCRC staff

Offerors must state in their cover letter and proposal which set of the above qualifications (one or more) they would like to be considered under for this procurement. Offerors shall include in their proposal a separate estimated budget for expected costs over the project period for any or all categories listed above for which they would like to be considered using the budget form provided in Appendix A. Inclusion of

¹ The source of funds for the services requested under this RFP is a grant from the U.S. Bureau of Reclamation (“Reclamation”) to the UCRC. In accordance with the grant, Reclamation will, through the UCRC, monitor and provide Federal oversight of activities performed under the grant.

budget tables for each category allows Offerors to tailor their proposals to any or all of the qualifications listed above, and also facilitates proposal review.

It is essential that Offerors clearly demonstrate they possess the necessary expertise and qualifications for the types of services and tasks described in the Scope of Work (“SOW”). This includes, but is not limited to: specialized legal research and/or technical competence; capacity and capability to perform the work; positive references regarding work performed for prior clients, past record of performance with such factors as control of costs, quality of work, and the ability to consistently meet scheduled milestones and deliverable deadlines.

C. SCOPE OF WORK

The UCRC wishes to obtain the services of one or more contractors with the necessary qualifications, experience, and knowledge to perform the types of services and tasks described in the SOW. These tasks are intended to support the UCRC’s goal of investigating demand management as a component of the States’ DCP planning.

Accordingly, the UCRC seeks the assistance of a contractor(s), or multi-disciplinary contracting “team” (“Contractor”, “Contractors”) to aid the States through the UCRC staff, at the direction of the UCRC Demand Management Committee, in the performance of the following tasks. In performing the following tasks, the Contractor should, to the extent possible, coordinate with the States’ legal and technical advisors through UCRC staff, at the direction of the UCRC Demand Management Committee, to identify and understand the status and specific considerations of each state regarding demand management.

Task 1: Investigations of (or related to) Water Storage

The Contractor, with assistance from the States’ legal and technical advisors and through UCRC staff, will research issues related to storing demand management water at: 1) Lake Powell; and 2) other Initial Units of the Colorado River Storage Project Act (“CRSPA”). Such research may include:

1. Identification of existing State legal authorities that may allow, prevent or constrain such storage, as well as the potential need for legislative assistance to obtain such storage;
2. Identification of the technical viability of the storage potential that may be available in each Initial Unit considering the frequency of filling and the likelihood of available capacity to store demand management volumes for a significant period of time;
3. Identification of the technical and legal feasibility of creating a Lake Powell “water bank” for storage of conserved consumptive use/demand management volumes for the purpose of maintaining compliance with the 1922 Colorado River Compact;
4. Evaluation of the concept of “credits” and whether and how they could be applied relative to the creation and storage of any conserved consumptive use volumes in a designated Initial Unit;
5. Whether and how to make conserved consumptive use volumes stored at Lake Powell available to upstream States’ water users by exchange with other CRSPA facilities;
6. The need for annual and/or cumulative caps on demand management storage at Lake Powell and other Initial Units; and
7. Coordination and facilitation among the States at the direction of the UCRC Demand Management Committee through UCRC staff to identify and research State-specific issues related to this task.

Task 2: Shepherding Water and Protection of Existing Uses

The Contractor will help research the legal and administrative mechanisms necessary to deliver, or “shepherd” conserved consumptive use volumes to Lake Powell or some other agreed upon location without diminishment by downstream diverters. In particular, the Contractor, at the direction of the UCRC Demand Management Committee and through UCRC staff, will:

1. Facilitate and help communication among the States and UCRC staff pertaining to research on existing intrastate and interstate legal authorities and administrative frameworks, if any, required to shepherd water to Lake Powell or other designated CRSPA reservoir;
2. Facilitate and help provide specific recommendations to the UCRC on intrastate and interstate legal authorities and administrative frameworks that must necessarily be put in place in order to accomplish shepherding;
3. Facilitate and help States’ research on state law implications of longer-term participation in demand management for water rights (e.g. does participation in demand management make water rights vulnerable to claims of abandonment and forfeiture for non-use under the laws of each of the States?) and on recommendations regarding the protection of existing uses;
4. In accordance with the existing authorities and obligations of each state to administer waters within the state for purposes of compact compliance, work with the States to evaluate the necessity for and means of monitoring diversion activities to ensure that conserved water can be shepherded to the place of storage; work with the States to estimate the likelihood that such resources are available now and what might be required for future state resource additions in order to accomplish such monitoring and shepherding; work with each State to research the practical aspects related to shepherding including, without limitation, the effect of a location on the likelihood of successful transport of downstream diversions of conserved consumptive volumes;
5. Coordinate with the States, at the direction of the UCRC Demand Management Committee and through the UCRC staff, to identify and research state-specific laws governing shepherding, non-use, and other legal issues related to this task.

Task 3: Monitoring, Accounting, and Verification of Water Amounts

The Contractor will research methods for measurement and verification of, accounting for, and monitoring of the following:

1. Estimates of the amount of conserved consumptive use that could potentially be generated by each of the States in a long-term demand management program;
2. Assessing conserved consumptive use volumes from their places of historic use to delivery at a designated Initial Unit and/or ultimately to Lake Powell, including transit losses;
3. Appropriate methods for evaluating and charging evaporation losses to the stored water in Lake Powell or other Initial Unit;
4. Evaluating the cost-effectiveness of storing demand management water for various periods of time. For example, is there a cost-effective amount of storage beyond which evaporation losses make storage beyond a given period of time cost prohibitive?; and
5. All other tasks relating to demand management storage identified by the UCRC Demand Management Committee and relayed through UCRC staff.

Task 4: Duration and Extent of a Demand Management Program

The Contractor will help research the pros and cons (including economic and environmental considerations) of a demand management program being continuous or “interruptible” (e.g. whether the

program should idle in years when the hydrology improves, when certain target elevations at Lake Powell are achieved, or when demand management balances or “caps” are achieved).

The Contractor will also help research and model the necessary demand management volumes to make a measurable impact on Lake Powell elevations for the purpose of helping assure compliance with the Colorado River Compact. The Contractor shall coordinate with States at the direction of the UCRC Demand Management Committee through UCRC staff to identify and understand considerations regarding duration and extent of any demand management program in each state.

Task 5: Stakeholder Facilitation

At the request of the States, at the direction of the UCRC Demand Management Committee and through UCRC staff, the Contractor will help facilitate demand management coordination efforts/outreach with key stakeholders within individual states, or among all four States.

Task 6: General

State advisors and UCRC staff may, from time to time during the pendency of this contract and at the direction of the UCRC Demand Management Committee, assign Contractor tasks and deliverables in addition to those described herein related to the States’ demand management investigations. They may also revise or adjust deliverable intervals and delivery dates, as needed.

Contractor Deliverables

1. Stakeholder Facilitation
2. Monthly Status Report to the UCRC Demand Management Committee through UCRC staff
3. Preparation of a Draft Interim Report to the UCRC Demand Management Committee
4. Assistance to the UCRC Demand Management Committee in preparation of a Final Report, Presentation(s), and Recommendations to the UCRC

III. INFORMATION TO OFFERORS

A. DEFINITIONS AND TERMS

Acknowledgement of Receipt/Distribution List: the form that identifies potential Offerors that wish to have their name placed on the procurement distribution list. Each Offeror shall by email, or by certified mail return to the Procurement Manager the “Acknowledgement of Receipt of Request for Proposals Form” that accompanies this document in Appendix B. The form shall be signed by an authorized representative of the Offeror, dated and delivered by close of business of the date specified in the Sequence of Events (below). The procurement distribution list will be used for the distribution of written responses and RFP addenda (if any), and other correspondence relating to this solicitation. The name of any potential Offeror who fails to return this form will not appear on the procurement distribution list and that potential Offeror will not receive written responses to the questions, RFP addenda, or other correspondence or notices relating to the solicitation.

UCRC: Upper Colorado River Commission

Addendum/Addenda: a written or graphic instrument issued prior to the opening of proposals, which clarifies, corrects, or changes the Request for Proposals.

Contract: the agreement(s) for professional services awarded and entered into under this solicitation.

Contractor: the successful Offeror(s) awarded the Contract.

Determination: the written documentation of a decision of the Procurement Manager including findings of fact required in supporting a decision. A determination becomes part of the procurement file to which it pertains.

Evaluation Committee: a group identified by the UCRC and the Demand Management Committee that will perform the evaluation of proposals.

Offeror: any person, corporation, or partnership legally licensed to provide professional services, who chooses to submit a proposal in response to this solicitation.

Procurement Manager: the person or designee authorized by the UCRC to manage or administer the procurement requiring the evaluation of proposals.

Request for Proposals or RFP: all documents, including those attached or incorporated by reference, used for soliciting proposals.

Responsible Offeror: an Offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that his or her financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of services described in the proposal.

Responsive Offer or Proposal: an offer or proposal, which conforms in all material respects to the requirements set forth in this RFP. Material respects of an RFP include, but are not limited to, price, quality, quantity, or delivery requirements.

The terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor. Failure to comply with a mandatory item or factor will result in the rejection of the Offeror’s proposal.

The terms “can”, “may”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor.

B. SEQUENCE OF EVENTS

The UCRC will make reasonable efforts to adhere to the schedule outlined below, however, the UCRC reserves the right to modify the schedule.

Action	Responsibility	Date
Issue RFP	UCRC Staff	10/30/2019
Deadline to Submit Acknowledgment of Receipt (Appendix B)	Potential Offerors	11/22/2019
Pre-Proposal Submission Conference Call	UCRC Staff and Potential Offerors	11/22/2019
Deadline to Submit Additional Written Questions	Potential Offerors	11/29/2019
Response (Addenda) to Written Questions	UCRC Staff	12/6/2019
Deadline for Submission of Proposals to UCRC	Potential Offerors	12/20/2019 - 3:00 PM MT
Proposal Evaluation	UCRC Staff/Evaluation Committee	12/21/2019 to 1/31/2020
Submission of Recommendations to UCRC	UCRC Staff/Evaluation Committee	2/15/2020
UCRC Action on Recommendations	UCRC	3/1/2020
Contract Finalization and Award	UCRC	3/15/2020
UCRC Notice of the Award	UCRC Staff	4/1/2020
Notice to Proceed/Kick-off Meeting	UCRC Staff/Contractor	4/15/2020

DATES SET FORTH ABOVE ARE SUBJECT TO EXTENSION OR REVISION AS NECESSARY IN THE SOLE DISCRETION OF THE UCRC. ALL OFFERORS THAT HAVE SUBMITTED AN “ACKNOWLEDGEMENT OF RECEIPT” WILL BE NOTIFIED IN ADVANCE IN WRITING IF ANY DATE IS CHANGED.

Explanation of Events:

1. *Issue RFP.* This RFP is being issued by the UCRC and its staff members. Copies of this RFP can be obtained from the Procurement Manager.

2. *Acknowledgment of Receipt/Distribution List Response.* A potential Offeror wishing to have its name placed on the procurement distribution list must return to Sara Larsen, the Procurement Manager, via email to slarsen@ucrcommission.com or via certified mail the "Acknowledgement of Receipt of Request for Proposals Form" attached as Appendix B. The procurement distribution list will be used to distribute written responses to questions and RFP amendments, if any, and other correspondence relating to this RFP. A potential Offeror who fails to return this form will not appear on the procurement distribution list and that potential Offeror will not receive written responses to questions, RFP amendments, or other correspondence or notices relating to this RFP.
3. *Pre-Proposal Submission Conference Call* – UCRC will conduct a pre-proposal submission conference call with Offerors that have submitted an "Acknowledgement of Receipt of Request for Proposals Form" to UCRC. The conference call will allow Offerors to ask clarifying questions about the RFP. UCRC may respond to those questions during the call and/or with subsequent written addenda to the RFP, at its discretion. Written responses will be distributed to Offerors on the UCRC's procurement distribution list.
4. *Deadline to Submit Additional Written Questions.* Potential Offerors may submit additional written questions regarding clarification of this RFP until the close of business on the Deadline to Submit Additional Written Questions specified above. All written questions must be addressed to the Procurement Manager.
5. *Response to Written Questions/RFP Amendments.* Written responses will be distributed to Offerors on the UCRC's procurement distribution list.
6. *Submission of Proposal to UCRC.* Proposals must be received by the Procurement Manager, via email or certified mail no later than **3:00 PM (MT), 12/20/2019**, on the deadline for Submission of Proposals to UCRC set forth above. Proposals received after the deadline will not be accepted. A confirmation of receipt will be sent back for proposals submitted via email. Proposals submitted via certified mail must be addressed and delivered to the Procurement Manager at the address given above and labeled on the outside of a sealed package to clearly indicate that they are in response to this RFP. Proposals submitted by facsimile will not be accepted. Note: The date and time of receipt for proposals submitted via certified mail will be recorded on each proposal. A public log will be kept of the names of all Offerors that submitted a timely proposal on the UCRC's RFP webpage (listed in Section I.). The contents of any proposal will not be disclosed to competing Offerors. Offerors are encouraged to submit their proposals early to avoid any delivery-related failures (e.g. inaccurate or untimely mail delivery, incorrect email addressing, bounce-backs, power outages, etc.).
7. *Proposal Evaluation.* The evaluation of proposals will be performed by an evaluation committee ("Evaluation Committee"). During the evaluation period, the Procurement Manager may, but shall not be required to, initiate discussions with one or more Offerors for the purpose of clarifying aspects of the proposals. Discussions may not be initiated by the Offerors.
8. *Selection of Finalists.* The Evaluation Committee will select, and the Procurement Manager will notify, the finalist(s). Only finalists will be invited to participate in any subsequent steps of the procurement.
9. *Best and Final Offers from Finalists.* Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers.
10. *Contract Finalization.* A contract will be finalized with the most advantageous Offeror(s). In the event that mutually agreeable terms cannot be reached within the time specified, the UCRC

reserves the right to commence contract negotiations with other Offeror(s) without undertaking a new procurement process.

11. *Contract Award.* The contract(s) shall be awarded to the Offeror(s) whose proposal(s) is (are) most advantageous, taking into consideration the evaluation factors set forth in this RFP. The contract award is subject to appropriate UCRC approvals, including those given by the Evaluation Committee, and also the UCRC Commissioners. The date of award specified above is subject to change in the sole discretion of the UCRC.

C. ADDENDA AND INTERPRETATIONS

No oral interpretation of the meaning of any section of the proposal documents will be binding. Written communications and questions about the solicitation, as well as questions submitted during attendance at the pre-proposal submission conference call conducted by UCRC, are permitted in order to assess the need for any RFP addenda.

Every request for such interpretations shall be in writing and addressed to the Procurement Manager, Sara Larsen, Deputy Director/Chief Engineer, and submitted via mail at 355 South 400 East, Salt Lake City, UT 84111, or via email to slarsen@ucrcommission.com; and, to be given consideration, must be received in accordance with the dates outlined in the Sequence of Events.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued will be delivered via email and on the UCRC's website to the firms or individuals who submitted an "Acknowledgement of Receipt of Request for Proposals Form" as provided in Appendix B, in accordance with the dates outlined in the Sequence of Events. Failure of any proposing firm to receive any such addenda or interpretation shall not relieve such firm from any obligation under their proposal as submitted. All addenda so issued shall become part of the RFP documentation.

D. PREPARATION OF PROPOSAL

The Offeror shall comply with all instructions and provide all the information requested. Failure to do so may disqualify the proposal. All information shall be given in ink on paper or provided digitally, as Microsoft Word or Adobe PDF documents. The person signing the proposal shall initial any corrections in ink.

The proposal submission envelope shall be addressed to the Procurement Manager. If the proposal is sent by mail, the following information shall be provided on the front lower left corner of the proposal envelope: RFP #2019-01-UCRC and shall have the notation "SEALED PROPOSAL ENCLOSED" on its face. If sent via email, the RFP number and proposal title should be used in the subject line. The UCRC will record the date and time of each Proposal's delivery.

E. NOTICE OF REQUIREMENTS BINDING ON OFFEROR

In submitting a proposal, the Offeror(s) represents that the Offeror has familiarized himself/herself with the nature and extent of the RFP regarding any and all requirements which are a part of this RFP.

F. RECEIPT OF PROPOSALS

The UCRC invites qualified firms/individuals to submit proposals, which will be received by the UCRC at 355 South 400 East, Salt Lake City, UT 84111, until 3:00 P.M. local prevailing time on 12/20/2019.

The UCRC may consider non-responsive proposals as those not prepared or submitted in accordance with the provisions hereof and may waive any informality, accept all or a portion, or reject any and/or all proposals. Any proposal received after the time and date specified shall not be considered.

After the date established for receipt of proposals, a register of proposals will be prepared which includes the name of each Offeror, a description sufficient to identify the service, and such other information as may be specified by the Procurement Manager. Oral, telephonic, or telegraphic proposals are invalid and will not receive consideration.

G. CORRECTION OR WITHDRAWAL OF PROPOSALS

A proposal containing a mistake discovered before proposal due date/time may be modified or withdrawn by an Offeror by delivering written or email notification to the Procurement Manager as addressed above. Withdrawn proposals may be resubmitted up to the due date/time for the submission of proposals, provided they are then fully in conformance with the RFP.

H. PROPOSAL EVALUATION

Proposals shall be evaluated on the basis of demonstrated competence and qualifications for the type of services required and shall be based on the evaluation factors set forth in this solicitation. For the purpose of conducting discussions, proposals may initially be classified as:

1. Acceptable
2. Potentially acceptable, that is, reasonably assured of being made acceptable, or
3. Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly)

Offerors that have not been selected shall be so notified in writing within twenty-one days after an award is made.

Selection Process:

- The Evaluation Committee will perform the evaluation of proposals. The Evaluation Committee will evaluate statements of qualifications and performance data submitted by the Offerors and may conduct interviews with all businesses applying for selection regarding their qualifications, their approach to the project, and their ability to furnish the required analyses and services.
- If fewer than three Offerors have submitted a responsive proposal for this RFP, the Evaluation Committee may recommend termination of the selection process and send out new notices of the proposed procurement.

I. METHOD OF AWARD/NEGOTIATIONS

A multiple source award may be made when awards to two or more Offerors are necessary to meet adequate delivery of services. If two or more awards are made, some coordination, overseen and conducted by UCRC staff and/or the Demand Management Committee, may be necessary and should be acceptable to the Offerors.

The Contract is to be awarded to the Offeror(s) having submitted the proposal determined to be in the best interest of the UCRC, in the discretion of the UCRC and the Evaluation Committee. The UCRC shall negotiate a contract with the highest qualified Offeror(s) for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable. In making this decision, the UCRC

shall take into account the estimated value of the services to be rendered and the scope, complexity, and professional nature of the services.

J. OFFEROR'S QUALIFICATION STATEMENT

The Offeror for whom award of the Contract is under consideration shall submit, upon request, information and data to prove that its financial resources, production or service facilities, personnel, and service reputation and experience are adequate for the tasks described in the Scope of Work.

K. AWARD CONTRACT TERMS AND CONDITIONS

The award Contract will follow a format specified by the UCRC and shall be in substantially the form and contain the terms and conditions, set forth in Section IV "General Terms and Conditions." Should any Offeror(s) object to any of the UCRC's terms and conditions, the Offeror(s) must propose in writing specific alternative language that would be acceptable to the UCRC.

If any alternative language is offered, Offeror(s) must provide a brief discussion of the purpose and impact, if any, of each proposed change, followed by the specific proposed alternate wording.

The award Contract shall be signed by the successful Offeror and returned within an agreed upon timeframe after the date of the Notice of Award. No contract shall be effective until it has been fully executed by all parties.

L. NOTICE OF AWARD

After the Contract is awarded by the UCRC, the UCRC shall issue a written notice of award with reasonable promptness to all Offerors and post it on the UCRC's RFP webpage (listed in Section I).

M. LAWS AND REGULATIONS

The Offeror understands that all applicable federal laws, or in the absence of applicable federal laws, laws of the state of Utah, shall apply to the award contract throughout, and they will be deemed to be included in the Contract the same as though written herein.

IV. GENERAL TERMS AND CONDITIONS

A. GOVERNING LAW AND VENUE

The Contract shall be enforced, governed by and construed in accordance with federal law. In the absence of federal law, the laws of the state of Utah shall apply.

Venue for resolution of any dispute brought in federal court shall be the United States District Court for the District of Utah. Venue for resolution of any dispute brought under state law shall be Utah state courts with jurisdiction over Salt Lake City, Utah.

B. INDEPENDENT CONTRACTORS

The Contractor and his agents and employees are independent contractors and are not employees of the UCRC. The Contractor and his agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the UCRC as a result of the Contract.

C. BRIBES, GRATUITIES, AND KICK-BACKS

The provision or acceptance of bribes, gratuities, and kick-backs by the Contractor will be subject to prosecution under federal law or, in the absence of applicable federal law, under the laws of the state of Utah.

D. FEES

Compensation terms shall be negotiated at a rate determined to be fair and reasonable. In making this decision the UCRC shall take into account the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.

E. FUNDING

This solicitation is subject to the availability of funds to accomplish the work. This procurement in no manner obligates the UCRC to the eventual rental, lease, purchase or other acquisition or use of any equipment, software, or services offered unless and until a valid written contract is fully executed and approved by the UCRC and other appropriate authorities.

F. CONTACT WITH CONTRACTING OFFICIALS OR STAFF MEMBERS

Prior to the RFP publication, and during and after submittal period, prospective Offerors shall not make contact with any official (including State advisors and Commissioners) or UCRC staff members regarding this RFP, other than contact to obtain a copy of this RFP, to confirm the receipt of a proposal, to ask clarifying questions in writing, and to request information for and during attendance at the pre-proposal submission conference call held by UCRC staff. Violation of this condition may deem the proposal non-responsive and may result in a Proposal not be considered.

G. SUB-CONSULTANTS

The Offeror shall list and state the qualifications for each sub-consultant that the Offeror proposes to use for all subcontracted work. The Offeror is specifically advised that any person or other party to whom it is proposed to award a subcontract under his/her proposal, must be acceptable to the UCRC after verification by the UCRC of the subcontractor's current eligibility status.

H. REJECTION OR CANCELLATION OF PROPOSALS

This RFP may be canceled, or any or all proposals may be rejected in whole or in part in the sole discretion of the UCRC. A determination containing the reasons therefor shall be made part of the project file.

I. COSTS FOR PROPOSAL PREPARATION

Any cost incurred by the Offeror(s) in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror(s).

J. APPROPRIATIONS AND AUTHORIZATIONS

Any Contract awarded as a result of this procurement process may be terminated by the UCRC in its sole discretion, if sufficient appropriations or authorizations do not exist or are unavailable. Sending written notice to the awarded Contractor(s) will effect such termination. The UCRC's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

K. RELEASE OF INFORMATION

Throughout the duration of this procurement process and the awarded Contract term, potential Offerors and Contractors shall secure from the UCRC written approval prior to the release of any information that pertains to the potential work or activities covered by this solicitation or subsequent contracts (if any). Failure to adhere to this requirement may result in disqualification of an Offeror's proposal or termination of the Contract.

L. OWNERSHIP OF MATERIALS

All materials, work papers, meeting notes, design documents, or other documents and information, including without limitation, databases, and all related models and programming produced by the Contractor shall be the property of the UCRC.

The original of all such documents and information shall be indexed and placed in appropriately labeled binders or digital media as appropriate and delivered to the UCRC staff at the conclusion or termination of the Contract. Where appropriate or upon the request of the UCRC, the Contractor shall deliver such documents and information to the UCRC in electronic form. Delivery of the documents and information shall be at no charge to the UCRC.

All documents submitted in response to this RFP shall become the property of the UCRC. Any technical or user documents submitted with the proposals of non-selected Offerors shall be returned upon request.

M. DEFAULT

The UCRC reserves the right to cancel all or any part of the contract without cost to the UCRC if the Contractor fails to meet the provisions of the Contract, and except as otherwise provided herein, to hold the Contractor liable for any excess cost incurred by the UCRC due to the Contractor's default. The Contractor shall not be liable for any excess cost if failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor and these causes have been made known to the UCRC in writing within five (5) days of the Contractor becoming aware of a cause which may create any delay. Such causes include, but are not limited to, acts of God or the public enemy, acts of a state or of the federal government, fires, floods, epidemics, severe weather and defaults of subcontractors due to any of the above unless the UCRC shall determine that the suppliers or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The rights and remedies of the UCRC are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

N. NON-COLLUSION

In signing a contract with the UCRC, the Contractor certifies that he/she has not, either directly or indirectly, entered into action in restraint of full competition in connection with the proposal submitted to the UCRC.

O. DEBARRED OR SUSPENDED CONTRACTORS

A Contractor, subcontractor, or supplier that has either been debarred or suspended in any of the four States shall not be permitted to do business with the UCRC and shall not be considered for award of the contract during the period for which it is debarred or suspended.

V. EVALUATION CRITERIA

WRITTEN EVALUATION CRITERIA

Proposals shall address each of the following qualification criteria (described in greater detail in Section II.B). Each proposal may be awarded points up to the amount listed in parentheses. Total possible points = 1,000.

FIRM _____

Criteria	Maximum Points Available	Score Legal Analyses	Score Technical Analyses	Score Economic Analyses	Score Stakeholder Facilitation and Outreach
1	<i>Qualifications, Experience, and Familiarity</i> 550				
2	<i>Work Product Examples</i> 225				
3	<i>Past Record of Performance</i> 150				
4	<i>Appropriateness of Budget for the Proposal</i> 75				
	<i>Total</i> 1,000				

Pass or Fail Elements include:

- (1) Submission of letter of transmittal as described in Section VI, A.
- (2) Proposal organization as described in Section VI.

EVALUATION FACTORS

Points will be awarded on the basis of the following evaluation factors:

1. Qualifications, Experience, and Familiarity

The Offeror will be evaluated based upon the extent of their experience, familiarity, knowledge and ability in providing legal research and analysis, and professional engineering services as stipulated in the Scope of Work outlined within this solicitation. Offerors may choose to offer services for all components or for select components of qualification categories listed in Section II.B. Offeror's cover letter and proposal shall indicate what qualification categories it will be targeting with his/her proposal.

2. Work Product Examples

Points will be awarded for examples of the Offeror's prior work product similar to what will be expected under the Scope of Work outlined within this solicitation.

3. Past Record of Performance

The Offeror shall provide three (3) references who can verify a past record of performance on similar projects with respect to such factors as quality of work, work ethic, and ability to consistently meet schedules.

4. Appropriateness of Budget

The Offeror shall provide budget tables for each of the basic qualification categories (as described in Section II.B) for which they are proposing to perform work. Each budget table will contain cost information for personnel, materials, subcontracts, and other costs for the duration of the proposed project period. Budgets will be evaluated and scored based on their appropriateness for the work described.

VI. SUBMITTAL REQUIREMENTS

- A. Letter of transmittal, which includes the following information:
 - 1) Name, address, and telephone number of the Offeror;
 - 2) Name of the primary Point of Contact to be used during the RFP process;
 - 3) Authorized signatory and title of the Offeror;
 - 4) Date of proposal; and,
 - 5) Statement that the Offeror has the ability to provide the services requested and will comply with the contract terms and conditions set forth in this RFP, if awarded a contract.
 - 6) Statement to identify the general qualification categories for which the Offeror wishes to be considered.
- B. Response to Qualifications, Experience & Familiarity
- C. Response to Work Product Examples (see H.)
- D. Response to Past Record of Performance
- E. Response to Appropriateness of Budget
- F. Other supporting or resource material
- G. If a hardcopy is provided, one original of the proposal shall be submitted. Proposals shall be no more than ten (10) pages (excluding Item A above, resumes, and work product examples).
- H. Work Product Examples (especially if they are larger in size) may be provided in electronic format such as PDF on compact disk or USB drive. If the Offeror chooses to provide a hard copy of Work Product Examples, the documents must be bound in a three-ring binder.

Failure to adequately address and meet the above requirements may be cause for the proposal to be deemed non-responsive by the Procurement Manager. For ease of evaluation, proposal must be formatted in the order as listed above.

VII. APPENDIX A

ESTIMATED BUDGET TABLE

RFP Number: 2019-01-UCRC

Project Title: Upper Division States' Demand Management Investigations

Project Period: From award to September 19th, 2022

Qualification Category for this Budget Table: _____

Cost Category	Hourly Rate	Estimated Hours	Item Cost	Project Total
Salary/Benefits Rate Schedule				
Principal (Engineer or Attorney)			-----	
Senior Project Manager			-----	
Project Engineer			-----	
Administrative Support			-----	
Other...			-----	
Supplies & Materials	-----	-----		
Subrecipient Contracts	-----	-----		
Travel	-----	-----		
Total Direct Cost	-----	-----		
Indirect Cost (Add % indirect here)	-----	-----		
Total Cost				

VIII. APPENDIX B

ACKNOWLEDGEMENT OF RECEIPT OF
REQUEST FOR PROPOSALS (RFP) FORM

RFP #2019-01-UCRC

In acknowledgement of receipt of this RFP, the undersigned agrees that he/she has received a complete copy, including a total of 19 pages from the title page and ending with Appendix B.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than 3:00 P.M. MT on 11/22/2019. Only Offerors who return this form in a timely manner will receive copies of any addenda to this RFP. This name and address will be used for all correspondence related to this RFP.

FIRM: _____
REPRESENTED BY: _____
TITLE: _____
PHONE NO.: _____
POC E-MAIL ADDRESS: _____
MAILING ADDRESS: _____

By: _____ Date: _____
(signature)

Name: _____
(printed)

Title: _____