



JORDAN VALLEY WATER
CONSERVANCY DISTRICT

REQUEST FOR PROPOSALS For Strategic Communications and Legislative Counsel Services

Issued: August 30, 2019
Proposals Due: October 7, 2019, 9:00 a.m. (MST)



RFP No. 2019-15

ISSUED BY:
JORDAN VALLEY WATER CONSERVANCY DISTRICT
8215 South 1300 West
West Jordan, Utah 84088
(801) 565-4300
www.jvwcd.org

COOPERATIVE PURCHASING AND CONTRACTING AGENCIES:

CENTRAL UTAH WATER CONSERVANCY DISTRICT
1426 EAST 750 NORTH, STE. 400
OREM, UTAH 84097
(801) 226-7100
www.cuwcd.com

WEBER BASIN WATER CONSERVANCY DISTRICT
2837 UT-193
LAYTON, UTAH 84040
(801) 771-1677
www.weberbasin.com

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
533 WATERWORKS DR.
SAINT GEORGE, UTAH 84770
(435) 673-3617
www.wcwcd.org

1. RFP CONTACT AND COOPERATIVE PURCHASING

Inquiries regarding this Request for Proposals (RFP) should be directed, in writing, to:

Richard Bay, General Manager
and Beverly Parry, Executive Assistant
Jordan Valley Water Conservancy District
8215 South 1300 West
West Jordan, UT 84088
richardb@jvwcd.org
Telephone: (801) 565-4300

This RFP is issued by Jordan Valley Water Conservancy District as the appointed administering agency among the following four local districts:

Central Utah Water Conservancy District (CUWCD)
Jordan Valley Water Conservancy District (JWCD)
Weber Basin Water Conservancy District (WBWCD)
Washington County Water Conservancy District (WCWCD)

The firm or consortium selected for providing these services will execute a contract with JWCD, with endorsement by CUWCD, WCWCD, and WBWCD. These four water conservancy districts are referred to in this RFP as “the Districts.” The selected firm or consortium will provide services to these four water conservancy districts, and will be compensated with payments from all four districts. Therefore, this RFP represents a cooperative purchasing/procurement process under the Utah Procurement Code, UCA 63G-6a-701 and 63G-6a-2105.

2. BACKGROUND INFORMATION

2.1. THE DISTRICTS

The following background information is generally common among the Districts.

2.1.1. Organization

The Districts were organized in the 1950s and 1960s under the provisions of the Utah Water Conservancy District Act (“the Act”).

2.1.2. Statutory Powers

Pursuant to the provisions of the Act and the Limited Purpose Local Government Entities – Local Districts Act in the Utah code, the Districts are authorized, among other things, to acquire, own, and operate water systems, borrow money, issue bonds, and levy taxes. Their statutory powers also include acquiring, owning and selling water rights, making trans basin diversions of water, and contracting for water deliveries to public and private agencies.

2.1.3. Governance

Each District is governed by an appointed, part time Board of Trustees. Appointments are made by the Utah governor with State Senate confirmation (in the case of multi-county districts) or by the County Commission in the case of WCWCD.

2.1.4. Water Systems and Facilities

Each district operates extensive water system infrastructure for deliveries in its water service area. Each district system is an integrated water utility system that collects surface water and groundwater from various sources, stores water, transports water to treatment facilities, and then transports treated water to wholesale customers and distributes it to retail customers. The facilities of each district system are also used to capture, store, and deliver irrigation water to various public and agriculture users. District system facilities include aqueduct systems, water treatment plants, finished water transmission pipelines, pumping stations, finished water storage and distribution facilities, raw water storage, and agricultural water facilities. The Districts are considered leaders in the Utah water industry in design, construction, and operation of innovative and state-of-the-art facilities, as well as in research and demonstration projects for water treatment processes and engineering design work.

2.1.5. Water Sales and Contracts

The Districts' wholesale and retail sales of water are made with written agreements between the Districts and their purchasers. The wholesale agreements generally are perpetual in term, and are cancelable by mutual consent or by a District for nonpayment of water bills. Wholesale customers of the Districts include cities, water improvement districts, irrigation districts, and private corporations. Retail customers served by some of the Districts include residential, commercial, industrial, and institutional end users.

2.1.6. Funding Infrastructure and Services

The Utah Legislature has defined a general funding model for the Districts. The funding model includes three potential sources of revenue: user charges, impact fees, and property taxes. Property tax levy rates include ceiling amounts identified by the legislature for each type of water conservancy district.

2.1.7. Water Conservation and Demand Management

The Districts are active in the development, management, and conservation of water resources in Utah. The Districts strive to achieve the maximum development and utilization of existing water resources as a means of water demand management. This is done to slow down or postpone, to the extent reasonable, development of additional water supply projects and sources.

The Districts have long range plans for their water conservation efforts, and are acknowledged as the leaders in water conservation initiatives in Utah. The Districts are pursuing their goals of reducing per capita water use at least 25%, starting in the year 2000. They accomplish this through a number of innovative initiatives in the form of education, demonstration, financial incentives, grant and rebate programs, and conservation-related water rate structures. The Districts are advocating the use of Locascapes[®], a landscape methodology that is scalable to any climate zone in Utah and which will produce beautiful landscapes in any community.

2.1.8. Planning Horizon

The Districts use long-term planning horizons for their planning for meeting future water needs. The Districts are actively planning for a 50-year horizon, including projected achievements in water conservation, new water supplies to be developed, water metering initiatives, and changing climate conditions.

2.2. CENTRAL UTAH WATER CONSERVANCY DISTRICT

CUWCD was created in 1964 under a decree of the District Court of Utah County. CUWCD is governed by a Board of 18 trustees who are nominated by County Councils and Commissions and appointed by the Governor and confirmed by the Utah State Senate to four-year terms. Gene Shawcroft serves as General Manager and Chief Executive Officer. CUWCD employs 113 full-time and 10 part-time employees. Its service area includes all or part of eight counties in central Utah including: Duchesne, Juab, Salt Lake, Sanpete, Summit, Uintah, Utah, and Wasatch. CUWCD sponsors the extensive federal Central Utah Project (CUP) and operates its locally funded Central Water Project (CWP). As a sponsor of the CUP and owner of the CWP, CUWCD provides untreated and finished water under wholesale contracts throughout its service area.

Major water sources include tributary Colorado River water in the CUP and deep underground water in its CWP. CUWCD operates eight major dams and reservoirs, over 100 miles of large diameter tunnels and pipelines, nine diversion dams, two hydroelectric power plants, and wide-ranging conveyance facilities. Major reservoirs include Strawberry Reservoir and Jordanelle Reservoir. CUWCD operates the Jordanelle Hydroelectric Power Station, the new Olmsted Hydroelectric Power Station, the Don A. Christiansen Regional Water Treatment Plant (with a capacity of 100 million gallons per day (mgd)), the Ashley Valley Water Treatment Plant (20 mgd), and the Duchesne Valley Water Treatment Plant (8 mgd). Major planned initiatives include development of the ULS south branch for southern Utah County and expansion of the CWP to its ultimate capacity.

CUWCD uses each of the three major funding sources authorized by the Utah Legislature. These include user charges, capital charges (for CWP), and property tax revenues. The property tax ceiling identified by the legislature for CUWCD is a levy rate of 0.0004, since CUWCD develops Colorado River water.

2.3. JORDAN VALLEY WATER CONSERVANCY DISTRICT

JVWCD was created in 1951 under an order of the Third District Court of the State of Utah. JVWCD is governed by a Board of nine trustees who are nominated by cities or the Salt Lake County Council and are appointed by the Governor and confirmed by the Utah State Senate to four-year terms. Under the direction of the Board of Trustees, Richard Bay serves as the General Manager and Chief Executive Officer. JVWCD employs 148 full time and 8 part time employees. Its service area includes most of the west side of the Salt Lake Valley, and the cities of Draper, Midvale, Murray, and South Salt Lake on the east side of the Salt Lake Valley. Its service area also includes portions of northern Utah County within the boundaries of Draper City. JVWCD provides 85% of its Municipal and Industrial (M&I) water under wholesale contracts to 17 Member Agencies. Fifteen percent of its water service is provided to about 9,000 retail customers in various communities of Salt Lake Valley.

Major water sources include Provo River from the CUP Bonneville Unit, additional Provo River water, water supplies from the Weber River and Duchesne River through the Provo River Project, and substantial underground water supplies in Utah County and Salt Lake County. Major water facilities include the Jordan Valley Water Treatment Plant (180 mgd), Jordan Aqueduct Terminal Reservoir (100 million gallons, or mg), 40 deep production wells, and 250 miles of large diameter finished water transmission pipelines. JVWCD also owns and operates the Southeast Regional Water Treatment Plant (20 mgd) and the Southwest Groundwater (reverse osmosis) Water Treatment Plant (7 mgd). Major water supplies planned for the future include water from Strawberry Reservoir delivered by CUWCD in its Utah Lake Drainage Basin Water Delivery System (ULS) component of the federal CUP, reverse osmosis demineralization of Utah/Jordan River water, and development of Bear River water.

Of the three funding sources in the legislature's funding model for a water conservancy district, JWCD utilizes user charges, property tax, and impact fees for retail water service. The property tax ceiling identified by the legislature for JWCD is 0.0004, since JWCD receives Colorado River water through the CUP and PRP.

2.4. WEBER BASIN WATER CONSERVANCY DISTRICT

WBWCD was created in 1950 by a decree of the Second District Court of Utah, under the guidelines of the Utah Water Conservancy Act. WBWCD is governed by a Board of nine trustees who are nominated by County Councils and Commissions and appointed by the Governor to four-year terms. Under the direction of the Board of Trustees, Tage I. Flint serves as General Manager and Chief Executive Officer. WBWCD employs 97 full-time employees. WBWCD is the local sponsor of the federal Weber Basin Project. Its service area includes five northern Utah counties: Davis, Weber, Box Elder, Summit, and Morgan.

WBWCD provides wholesale treated and untreated M&I water, wholesale and retail water for secondary and agricultural use, and replacement water for wells in areas where a municipal system is not available or all water has been appropriated. WBWCD provides water to 50 irrigation contracting entities and 75 M&I water contracts. WBWCD is the regional water supplier within the Ogden and Weber River drainages and provides surface water from those two river systems as well as underground water from 22 wells throughout Weber and Davis County. WBWCD operates the following dams and reservoirs: Causey, Pineview, East Canyon, Lost Creek, Smith and Morehouse, Wanship, and Willard. WBWCD also operates 3 hydroelectric power plants at Causey, Gateway, and Wanship, and 4 drinking water treatment plants—Weber South, Davis North, Davis South, and East Canyon. Major conveyance facilities include the Davis Aqueduct, Gateway Canal and Tunnel, Layton Canal, Willard Canal, Weber Aqueduct, and hundreds of miles of pipelines, together with a number of pumping stations and secondary reservoirs. WBWCD also operates an Aquifer Storage & Recovery system. A major planned water source initiative is the ongoing installation of retail secondary water meters in the Weber and Davis County service areas of WBWCD.

WBWCD utilizes user charges, capital assessments (built into wholesale water rates) and impact fees, and property tax revenues. The property tax ceiling identified for WBWCD, which does not develop water from the Colorado River, is 0.0002.

2.5. WASHINGTON COUNTY WATER CONSERVANCY DISTRICT

WCWCD was created in 1962 under the Utah Water Conservancy Act as a regional water supply agency to develop a water supply for rapidly growing areas in Washington County. WCWCD is governed by a Board of seven trustees who are appointed by the Washington County Commission. Under the direction of the Board of Trustees, Ronald W. Thompson serves as General Manager and Chief Executive Officer. WCWCD employs 40 full-time and 10 register

part-time employees. Its service area is the rapidly growing Washington County and southwestern Utah. WCWCD has developed a Regional Water Supply Agreement (RWSA) to define its wholesale water service to eight municipalities that are partners in the RWSA: St. George, Ivins, Washington, Santa Clara, Hurricane, La Verkin, Toquerville, and Virgin.

The district's sole water source is the Virgin River basin. Major water facilities include diversion structures, Quail Creek Dam and Reservoir, Sand Hollow Dam and Reservoir, Quail Creek Water Treatment Plant (60 mgd), 34 underground water wells, and more than 250 miles of large and medium diameter pipelines. A major future water supply initiative is the Lake Powell Pipeline (LPP). The LPP is defined by the Utah Legislature as a future state project that will divert and

pump water from the Colorado River at Lake Powell and convey the water westward to Kane and Washington counties. WCWCD staff are working closely with Utah Division of Water Resources (UDWRe) in performing environmental and planning studies for the LPP.

WCWCD fully uses the funding model authorized by the legislature. This includes user charges for M&I water deliveries, wholesale level impact fees, and property tax revenue. Because WCWCD can capture lower division Colorado River water, its property tax ceiling authorized by the legislature is a levy rate of 0.001

2.6. PREPARE60

The four Districts cooperated in water planning issues during 2005-2014, including hosting a “water coalition” among many water entities. The Districts decided to fortify their cooperative efforts in important statewide water planning and advocacy issues. In 2014, the Districts formed Prepare60, the center established to secure Utah’s economic future through water planning to protect what we have, use it wisely, and provide for the future. Prepare60 has provided substantial benefits to the water community and to elected officials by producing a 50-year Statewide Water Infrastructure Plan for all of Utah. Important documents produced by Prepare60 can be seen at www.prepare60.com. These include the Statewide Water Infrastructure Plan, Prepare60’s Guide to Securing Utah’s Water Future, and the Prepare60 publication “Understanding Utah’s Water-Municipal Manual.” Prepare60 has also been very successful in advocacy for important water legislation. Prepare60 has created and registered a service mark for Prepare60, “securing Utah’s water future,” “protecting what we have, using it wisely, and providing for the future.” The four General Managers of Prepare60 annually elect a Chairman from among themselves.

3. SCOPE OF WORK AND SERVICES

The Districts desire to retain the services of a firm or a consortium of firms to provide strategic communications and legislative counsel services. The firm or consortium of firms will be referred to as “the Team.” If the proposal is from a consortium of firms, the consortium must have close working relationships to provide seamless services to the Districts. The scope of work and services must include the following categories and individuals:

3.1. CHIEF LEGISLATIVE LEGAL COUNSEL

The leader of the Team shall be the Chief Legislative Legal Counsel. This person should be an experienced Utah attorney, with experience in legal services affecting the Districts and state legislative advocacy or lobbying or representation. The Chief Legislative Legal Counsel will be the leader of the Team, provide guidance to the Team, provide combined invoicing to the Districts, and distribute payments from the Districts to the Team members. The Chief Legislative Legal Counsel shall also schedule and coordinate at least monthly meetings among the four general managers (the General Managers) of the Districts and the Team, with weekly meetings scheduled during each general legislative session.

3.2. STRATEGIC COMMUNICATIONS

Member(s) of the Team shall provide strategic communications services. These will include a strategic plan for communications and involvement of the Districts annually, recommendation and planning of key events to be held by the Districts, and other strategic communications advisory services.

3.3. STRATEGIC POLITICAL ADVISORY SERVICES

This Team member(s) shall provide advisory services from senior, experienced personnel. These strategic political advisory member(s) shall coordinate with the strategic communications members of the Team.

3.4. LEGISLATIVE COMMUNICATIONS

The Chief Legislative Legal Counsel shall contract with an appropriately sized group of legislative communications Team members. These Team members must have substantial experience in legislative lobbying among Utah legislators. The legislative communications Team members shall actively represent the interests of the Districts, as they are developed in monthly and weekly meetings and during other communications among the Team members. The legislative communications team members must have proven success and display recognized credibility and reputation with Utah legislators.

3.5. MEETINGS

The Chief Legislative Legal Counsel shall coordinate and schedule at least monthly meetings among the four General Managers, their key staff, and the Team members. In addition, weekly meetings shall be held during each legislative general session. Under the direction of the Chief Legislative Legal Counsel, a Team member shall work with the Prepare60 Chair in developing an agenda for each meeting. The Team members or the General Managers shall plan other meetings with community leaders, legislators, other elected officials, and news media, from time to time as decided by the General Managers and the Team.

4. TIMELINE

The following timeline will be followed with respect to the RFP:

RFP issue date: August 30, 2019

Proposal submission deadline: October 7, 2019, by 9:00 a.m. (MST)

Evaluation Committee review of proposals: October 7-18, 2019

Evaluation Committee recommendation review by the 4 GMS: October 21-November 4, 2019

Award of contract: November 13, 2019 (at JWCD Board meeting, which will at 3:00 p.m. (MST) at 8215 South 1300 West, West Jordan, UT 84088)

The foregoing timeline is subject to change by addendum.

5. REQUEST FOR PROPOSALS

5.1. PURPOSE

The purpose of this RFP is to select a firm or consortium, as a result of proposals submitted, to allow JWCD (and CUWCD, WBWCD, and WCWCD) to enter into a contract with that firm or consortium to provide strategic communications and legislative counsel services to the Districts. The contract term will be for a period of up to five years, but authorized annually. Services will be provided as described herein, and additional services as the Team and the Districts decide each year.

This RFP is designed to provide basic information sufficient to solicit proposals from qualified firms/consortiums, but, except to the extent expressly provided otherwise, is not intended to limit proposal content or exclude any relevant, important, or essential information.

5.2. SUBMISSION TIME, PLACE, AND MANNER

Proposals:

An electronic copy (in PDF format) or 8 hard copies must be received by RFP contacts, Richard Bay and Beverly Parry (for electronic pdf files), or by the receptionist at JVVCD (for hard copies), on or before October 7, 2019, by 9:00 a.m. (MST). If proposals are submitted electronically, they shall be provided by email to the following individuals and email addresses:

Richard Bay - richardb@jvwcd.org

Beverly Parry - beverlyp@jvwcd.org

Electronic cost proposals shall be sent by email to the Cost Evaluator:

Beverly Parry – beverlyp@jvwcd.org

If a proposal is submitted in hard copy form, 8 copies may be mailed or hand delivered to the following address:

Attention: Richard Bay or Beverly Parry
Jordan Valley Water Conservancy District
8215 South 1300 West
West Jordan, UT 84088
Telephone: (801) 565-4300

A hard copy cost proposal shall be mailed or hand-delivered to the Cost Evaluator:

Attention: Beverly Parry
Jordan Valley Water Conservancy District
8215 South 1300 West
West Jordan, UT 84088
Telephone: (801) 565-4300

Late Submissions of Proposals:

Proposals received after October 7, 2019, at 9:00 a.m. (MST) will not be considered.

5.3. RESPONDER INFORMATION

Include a section in the proposal that includes the following information:

Title: “Proposal for Strategic Communications and Legislative Counsel Services to Jordan Valley Water Conservancy District, Central Utah Water Conservancy District, Weber Basin Water Conservancy District, and Washington County Water Conservancy District – JVVCD RFP 2019-15”

Include a section in the cost proposal (a separate document) that includes the following information:

Title: “Cost proposal for Strategic Communications and Legislative Counsel Services to Jordan Valley Water Conservancy District, Central Utah Water Conservancy District, Weber Basin Water Conservancy District, and Washington County Water Conservancy District – JVVCD RFP 2019-15”

Responder Summary Information:

Name:
Proposal Contact Person:
Address:
Telephone:
Email:

5.4. DETAILED DESCRIPTION

The next portion of the proposal will constitute the main portion of the response and shall at least include the following:

- 5.4.1. A complete narrative of the responder's assessment of the work to be performed to accomplish the scope of work and services described in Section 3. The narrative shall also include the responder's ability, approach, and resources necessary to fulfill the requirements. This narrative shall demonstrate the responder's understanding of the overall performance expectations within the scope of work and services generally described in Section 3. Please list any relevant experience with or ability to perform the following:
 - i. Professional services provided to water conservancy districts, or other local districts, similar to the services described in Section 3
 - ii. Strategic communications advisory services
 - iii. Strategic Utah political advisory services
 - iv. Utah legislative communications and lobbying, including indications of levels of success
 - v. Ability to assist the Districts with state legislative issues, when the needs arise
- 5.4.2. Provide a short description of the firm, or of each firm in a consortium, including a short history of each firm's experience in business, the number of staff members it employs, and the number of years it has been in business.
- 5.4.3. If a consortium of firms is proposed, provide a short description of the consortium, and the number of years and purposes the consortium has served together in business.
- 5.4.4. A description of the qualifications, including experience, education, training, knowledge, and level of success of each individual that the responder will designate in the proposed Team.
- 5.4.5. A list of references, including a contact person and contact information for each, of persons or entities for which the proposed firm or consortium has provided services as described in Section 3. Designate references for service as a consortium and include contact people for consortium work.
- 5.4.6. A statement indicating whether the responder has any potential conflicts of interest, in either a legal or business setting, that would affect the ability to actively and fairly represent the Districts. For each potential conflict of interest, state:
 - i. the names of the individuals or entities involved;
 - ii. the nature of the conflicts; and

- iii. the steps the responder will take to avoid conflicts.

5.5. COST PROPOSAL (SEPARATE DOCUMENT)

It is important that the cost proposal be submitted in a separate document, and not included in the main proposal response, as required by the Utah Procurement Code in Section 63G-6a-707(6). In a separate document titled “Cost Proposal for Strategic Communications and Legislative Counsel Services - JWCD RFP 2019-15,” responder shall include critical information on cost for the scope of work and services defined in Section 3. Include a description of billing practices that will be used by the Team and the frequency and details of billing.

For purposes of comparing proposals uniformly, assume the following level of service per year:

- i. Chief Legislative Legal Counsel: 65 hours per month, on average.
- ii. Strategic communications: cost per month, on average, assuming one Team meeting per month except for weekly meetings during each general legislative session, two special events involving the Districts per year, and arranging six meetings with community leaders per year.
- iii. Strategic political advisory services: cost per month, on average, assuming one Team meeting per month except for weekly meetings during each general legislative session, two special events involving the Districts per year, and arranging six meetings with community leaders per year.
- iv. Legislative communications: provide a lump sum cost per year, assuming focused lobbying and communications during each general legislative session, and support communications/lobbying at the appropriate level during other months of the year.

Submit a cost per year for each of the foregoing services, as described in Section 3. Also include an estimate of direct reimbursable expenses, and whether they would be reimbursed on an actual cost basis or other than actual cost basis. Describe a maximum annual escalation in costs of services during the first three years after selection of the Team.

5.6. ORAL PRESENTATION

JWCD, at its discretion, may require an oral presentation and interview by all responsive and responsible proposers, or by selected responders that meet certain selection thresholds. These presentations will be scheduled, if required, by Richard Bay or Beverly Parry after proposals are received and prior to the award of any contract.

5.7. RFP COMPLIANCE

JWCD and the Districts intend to fully comply with the Utah Procurement Code requirements, especially those in Part 7 of UCA 63G-6a. Included in these compliance requirements, JWCD reserves the right to:

- i. reject a proposal on the grounds that it is not responsive (as defined in the Utah Code Sections 63G-6a-103);
- ii. reject a proposal on the grounds that it is not responsive (as defined in the Utah Code Section 63G-61-103);
- iii. reject a proposal that does not strictly comply with the requirements of this RFP and the required submission format; and
- iv. waive minor informalities or minor technical errors in a proposal.

5.8. BINDING NATURE

All proposals are required to be signed by a person in authority to bind the responder to the response, the response cost, and the terms and conditions of the proposals. Proposals may not be withdrawn for a period of 60 days after the RFP due date. By submitting a proposal, the responder certifies that all information provided by the responder is true, complete, and accurate, that the responder is willing and able to furnish the services in the manner described in this RFP, that the costs quoted are correct, and that the costs proposed include all charges within the assumed level of services as defined in Section 5.5.

6. MINIMUM QUALIFICATIONS

The following minimum qualifications are required of each responder to advance to final consideration as a responsible proposer:

- i. The firm, or any firm in a proposed consortium, shall not have any legal or business conflicts of interest with other entities that cannot reasonably, in the discretion of JWCD and the Districts, be mitigated and avoided.
- ii. Each firm shall have been in business for at least 5 years.
- iii. The Chief Legislative Legal Counsel shall have successful experience in performing in a similar lead role for a Team providing similar services as those described in Section 3 for at least 3 years.
- iv. The Team shall have worked together providing similar services to those described in Section 3 for at least 3 years.

7. EVALUATION OF PROPOSALS

7.1 EVALUATION CRITERIA

An evaluation committee will meet to consider all responsive and responsible proposals (that proceed to Phase 2, as described later herein) submitted and rank the proposals based on the criteria below.

Evaluation categories are assigned a maximum number of points for evaluation purposes, with a cumulative maximum total of 100 points. Cost proposals will be retained by JWCD and evaluated only after main proposals are evaluated and ranked. Each response to this RFP will be evaluated based on the following criteria:

Maximum Points	Weight	Criteria
10	2	Clearly written proposal which indicates a good understanding of the key issues, clearly defines deliverables, and the responder's team ability to meet the demands of services as described in Section 3.
15	3	Qualifications and expertise of responder's key team staff, including support staff, who will provide or assist in providing strategic communications and legislative counsel services, including firm resources.
10	2	For Chief Legislative Legal Counsel services, quality of experience in providing services, including legislative advocacy experience and

		level of recognition/reputation to state legislators, with positive references.
15	3	For strategic communications services, demonstrated experience, creativity, and success in strategic communications, with positive references.
15	3	For strategic political advisory services, quality of experience in providing political advisory services, and demonstrated success in key initiatives and guidance, with positive references.
20	4	For legislative communications, quality of experience in lobbying among Utah legislators. Appropriate size of team members in legislative communications. Amount of time and focus committed to representing the interests of the Districts. Recognized credibility and reputation with Utah legislators. Proven success in key previous lobbying initiatives, with positive references.
<u>15</u>	Formula	Cost.
100		

All criteria will be graded on the following scale:

- 0: No response or information
- 1: Inadequate, and/or fails to meet the requirements
- 2: Fair, and/or only partially responsive
- 3: Average, and/or meets minimum requirements
- 4: Above average, and/or exceeds minimum requirements
- 5: Superior

These grades will be multiplied by the appropriate weighting factor to determine the total score. The formula for cost is described in Phase 4 below.

7.2. EVALUATION PROCESS

7.2.1. Phase 1:

The evaluation committee will review all proposals that are timely received. Proposals that are not responsive, responsible, meet minimum qualifications, or do not strictly comply with the requirements of this RFP and the required submission format will be eliminated from further consideration.

7.2.2. Phase 2:

The evaluation committee will evaluate proposals that are not eliminated in Phase 1 in accordance with the following criteria:

Maximum Points	Weight	Criteria
10	2	Clearly written proposal which indicates a good understanding of the key issues, clearly defines deliverables, and the responders team

ability to meet the demands of services as described in Section 3.

- | | | |
|----|---|--|
| 15 | 3 | Qualifications and expertise of responder's key team staff, including support staff, who will provide or assist in providing strategic communications and legislative counsel services, including firm resources. |
| 10 | 2 | For Chief Legislative Legal Counsel services, quality of experience in providing services, including legislative advocacy experience and level of recognition/reputation to state legislators, with positive references. |
| 15 | 3 | For strategic communications services. demonstrated experience, creativity, and success in strategic communications, with positive references. |
| 15 | 3 | For strategic political advisory services, quality of experience in providing political advisory services, and demonstrated success in key initiatives and guidance, with positive references. |
| 20 | 4 | For legislative communications, quality of experience in lobbying among Utah legislators. Appropriate size of team members in legislative communications. Amount of time and focus committed to representing the interests of the Districts. Recognized credibility and reputation with Utah legislators. Proven success in key previous lobbying initiatives, with positive references. |

7.2.3. Phase 3:

If needed, oral presentations or interviews may be conducted with responders who are not eliminated in Phase 1 or Phase 2. The presentations/interviews may be conducted in person or by telephone. The scores awarded under Phase 2 could be adjusted, if justified. If presentations/interviews are deemed unnecessary, proposals may be evaluated without presentations/interviews.

7.2.4. Phase 4:

After the adjustments described in Phase 3 are made, if any, each finalist will receive a score for "Cost" of up to 15 points as follows:

The proposal with the lowest price will receive the maximum points available. All other proposals will receive points determined by the ratio of the lowest proposal's price to its proposal's price. The ratio is calculated as follows: the maximum points available for the cost category, multiplied by (lowest proposed price/proposal price).

7.3. UTAH PROCUREMENT CODE

All proposals will be evaluated in accordance with the requirements of the Utah Procurement Code, including UCA 63G-6a-707.

8. CONTRACT PROVISIONS

8.1. CONTRACT TERM

The term of a contract for services under this RFP will be up to 5 years, beginning on the effective date of the contract. The contract must be renewed annually by the Districts. A contract may be terminated earlier by either party upon 30 days prior written notice.

8.2. INSURANCE

The successful firm or consortium shall maintain, during the term of any contract resulting from this RFP, comprehensive General and Professional Liability (Malpractice) Insurance coverage in an amount not less than \$5 million, and such other coverages as are required by Federal, State, and local laws governing the services described in its proposal. The successful firm also shall maintain all employee-related insurance in statutory amounts, including unemployment compensation, worker's compensation, and employer's liability insurance, for its employees involved in performing services pursuant to a contract.

8.3. ACCOUNTING

The successful firm or consortium shall keep accurate accounting records of all services and expenses covered by this RFP and any contract resulting from this RFP, and the successful firm/consortium shall establish and maintain a system of bookkeeping and accounting satisfactory to JWCD. The successful firm/consortium shall be able to summarize and concisely report pertinent accounting information in a timely manner through the duration of any contract with the Districts resulting from this to RFP.

8.4. INVOICING

The Chief Legislative Legal Counsel shall be the coordinator of invoicing of all members of the Team to the Districts. The Chief Legislative Legal Counsel shall regularly prepare and submit invoices to the four districts for their shares of costs for the services described in this RFP.

9. QUESTIONS

Any questions and/or requests for clarification through September 19, 2019 should be submitted by email to richardb@jwcd.org and beverlyp@jwcd.org. From September 20 through October 7, 2019 any questions and/or requests for clarification should be submitted by email to tflint@weberbasin.com and bbateman@weberbasin.com. Responses to substantive questions, and responses to requests for clarification, will be provided in the form of addenda to this RFP.

10. PROTECTED INFORMATION

Protection or disclosure of information submitted in response to this RFP are governed by Title 63G, Chapter 2, Government Records Access and Management Act. A responder who desires to request protected status of any information submitted in the response must specifically identify the information that the responder desires to protect and the reasons that the information should be afforded protection status under the law. In making this request, the responder shall comply with the requirements of Utah Code Section 63G-2-305, Utah Code Section 63G-2-309, and all other applicable requirements of law. The Districts decision regarding the protected status of information shall be final and binding on the responder. Each responder will indemnify, defend, and hold forever harmless the District from any and all liability relating to the disclosure of information included in the responder's response to this RFP, even if the responder requested protected or other confidential status for the information. Attempts to designate an entire proposal, or large portions of a proposal, as protected will not be honored. Attempts to protect information relating to cost will also not be honored.

11. COMPLIANCE WITH UTAH PROCUREMENT CODE

11.1. BEST AND FINAL OFFERS

JVWCD hereby notifies responders that best and final offers may be allowed, as required in Utah Code 63G-6a-703(2)(i), and as provided in Utah Code 63G-6a-707.5. Best and final offers may be requested by responsible responders who submit responsive proposals that meet minimum qualifications, evaluation criteria, or applicable score thresholds identified in the RFP.

11.2. COOPERATIVE PURCHASING

As required in Utah Code 63G-6a-2105(4)(b), JVWCD hereby notifies potential responders that it will be administering a cooperative procurement of professional services on behalf of itself and the following districts: CUWCD, WBWCD, and WCWCD. Each of the four districts involved in this cooperative procurement of professional services has entered into an agreement describing the rights and duties of each party.

11.3. OTHER

JVWCD and the districts intend to follow all pertinent provisions of the Utah Procurement Code, in Utah Code 63G-6a, for all phases of this procurement of professional services and contracting.

12. MODIFICATIONS TO, OR WITHDRAWAL OF, RESPONSE

A responder may modify or withdraw the responder's proposal, at any time before the closing date and time for submitting a proposal, by providing a written modification or a written statement withdrawing the proposal to the RFP contact. Modifications or letters of withdrawal received by the RFP contact after the closing date and time for submitting a proposal will be rejected as invalid. The version of a response to this RFP, as it exists at the closing date and time for submitting a proposal, will be binding on the responder.

13. ADDENDA - REGISTER WITH JVWCD

- i. All addenda to this RFP (including answers to questions provided by addendum) will be posted on the District's website at:

<http://www.jvwcd.org/public/publicresources>

- ii. Addenda and notifications of addenda are not required to be provided in any other manner. All responders, potential responders, and other interested persons are required to check the website on a regular basis in order to receive notice of, or a copy of, any addendum.

- iii. **JVWCD strongly encourages any person interested in receiving notification of an addendum, request to be placed on a contact list by registering with:**

richardb@jvwcd.org, beverlyp@jvwcd.org, and bbateman@weberbasin.com

14. COST OF RESPONDING TO RFP AND NEGOTIATIONS

- i. All expenses relating to responding to this RFP, including, but not limited to, preparing, submitting, and presenting a proposal, attending meetings in relation to this RFP, discussions, and all travel, dining, lodging, and communication expenses will be borne by the responder. The Districts assume no liability for any costs incurred by a responder in responding to this RFP.

- ii. All expenses of the successful responder relating to conducting contract negotiations, including, but not limited to, drafting, research, legal review, preparation, attending meetings, site visits, travel, dining, lodging, and communication expenses will be borne by the responder. The Districts assume no liability for any costs incurred by a responder relating to contract negotiations.
- iii. Responder will not bill for any expense that was incurred prior to the time that the contract is signed by all parties.