

February 20<sup>th</sup>, 2020 Meeting Minutes

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Pullman, City Hall, Large Conference Room, 2PM

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### Attendance

|   |  |   |   |
|---|--|---|---|
|   | UI: Alan Kolok,<br>IWRRI, Director                                   | X | WSU: Jeff Lannigan,<br>Facilities Services                            |
|   | UI: Eugene Gussenhoven,<br>Utilities & Engineering Director          | X | WSU: Jason Sampson,<br>Assistant Director, Environmental Services     |
| X | Moscow: Tyler Palmer,<br>Deputy Director Operations                  | X | Pullman: Cara Haley,<br>City Engineer                                 |
| X | Moscow: Anne Zabala,<br>City Council Member                          | X | Pullman: Kevin Gardes,<br>Director of Public Works                    |
| X | Moscow: Mike Parker<br>Water Utility Manager                         | X | Pullman: Eileen Macoll,<br>City Council Member                        |
| X | Latah County: Paul Kimmell (Chair),<br>Citizen/County Representative | X | Whitman County: Mark Storey,<br>Public Works Director/County Engineer |
| X | Latah County: Tom Lamar,<br>County Commissioner                      |   | Whitman County: Art Swannack,<br>County Commissioner                  |

### Visitors and Others:

Douglas Jones, IDWR; Katherine Ryf, Landau Associates; Colt Shelton, JUB; Guy Gregory, JGregory Geologic, LLC; Chris Beard, WDOE; Jeff Langman and class, UI Geology.

Action items indicated by: \*\*

Action items where vote is required indicated by: \*\*\*

### Call to Order:

Paul Kimmell called the meeting to order at 2:03 PM. Kimmell conducted introductions.

### 1) Approval of January 16<sup>th</sup>, 2020 Meeting Minutes

Tyler Palmer made a motion to approve January 16<sup>th</sup>, 2020 meeting minutes as presented to the committee. The motion was second by Cara Haley. \*\*\*January 2020 meeting minutes were approved by consensus.

## 2) Public Comment for Items not on Agenda:

- Woodley shared that the PBAC Facebook page was launched. She said she would be posting regional water information and meeting details. Tyler Palmer volunteered to help populate the PBAC Facebook page.

## 3) Presentations/Discussion:

- **Action Item: Datalogger Replacement and Additional Data collection Cost Proposals.** Woodley shared cost estimates from Alta Science and Engineering for replacing dataloggers and for additional data collection for the Jeff Langman project (attached below.)
  - \*\*\*Cara Haley moved to approve the Datalogger Replacement proposal from Alta Science and Engineering for the total amount of \$3,996.50 dollars. Tyler Palmer seconded the motion and it passed by consensus.
  - \*\*\*Tyler Palmer moved to approve the February Datalogger Download proposal from Alta Science and Engineering for the total amount of \$535.00 dollars. Kevin Gardes seconded the motion and it passed by consensus.
- **Action Item: RFP Approval and related financial documents:** Paul Kimmell updated the committee regarding the updates to the Request for Proposals (attached below). Palmer said that the RFP can be distributed through the City of Moscow at any point. Palmer said that upon selection of a submitted proposal, PBAC would need to transfer the entire project costs to the City of Moscow before the project were to begin. The City of Moscow will invoice PBAC for the estimated cost of the project and then if there are any remaining funds they would be distributed back to PBAC. Kimmell said that a pre-proposal conference would have to be held and that a date could be selected by the RFP Review Subcommittee at a later date. Palmer mentioned this would be preferable after the completion of the LEAP analysis. \*\*\*Palmer moved to approve the RFP document and the proposed contract between the City of Moscow and PBAC as presented and authorize the chairman to sign the contract with dates to be determined at a later time. The motion was seconded by Kevin Gardes and approved by consensus.
- **Jeff Langman project update:** Jeff Langman shared two handouts with the committee (attached below). Langman discussed his interpretations of isotope signals that were obtained from wells shown. Langman talked about their progress on trying to discriminate where fast and slow paths of recharge are at within the aquifers. Langman is continuing his seismometer work to better quantify the recharge. He reported that they are installing the seismometers and will likely have updates on that data sometime in the summer of 2020 and that the project would be complete by spring of 2021.
- **LEAP Project Update:** Korey Woodley shared preliminary results from the LEAP analysis. Woodley said that she emailed the contact list for the LEAP analysis to the committee and that committee members can provide further contacts as they see fit. Woodley said that she has several more interviews scheduled and that they plan to distribute the survey link to contracts that have not responded via email in the next couple of weeks. Woodley reported that the project would be complete in the next couple of weeks.

- **Groundwater Pumping Update:** Steve Robischon shared the 2019 final pumping numbers (attached below). Robischon reported that total pumping from all entities decreased by 0.9% from 2018 (totaling to 2.35 billion gallons). Robischon shared individual entity pumping numbers from 2019 and how they compared to 2018 as well as from previous years. Robischon presented climate data, stream gauge data, and mountain snow depth (SNOTEL) comparisons as well.

#### 4) Unfinished Business

- **Subcommittee updates:**
  - **Research – Kevin Gardes:** Cara Haley reported that the research subcommittee met with the WSU Modeling team on February 14<sup>th</sup>. Haley said that Giacomo Medici announced he was leaving for a position in Canada. Haley said he is focused on getting his work documented and making it transferable to a PhD student that would be taking lead with running scenarios in the model. Haley said the group decided to have a PhD student work on running scenario in the model for the next school year and then they would work toward teaching Steve Robischon and Korey Woodley to run the model in the future. Haley said PBAC will need to consider obtaining the software to run the model in the future.
  - **Communications – Korey Woodley:** Woodley shared that the communications subcommittee is working on setting a date for the next PBAC retreat in March or April where a media training will be held, and new timelines established. Woodley said that the subcommittee is going to plan to have the Stakeholder Engagement Group launched a couple weeks after the retreat.
  - **Budget Committee – Eugene Gussenhoven:** No updates.

#### 5) Budget – Korey Woodley:

- **Budget Report:** Woodley presented the budget as of February 20<sup>th</sup>, 2020. Woodley reported that all checks have been received from the FY2020 fiscal period.

#### 6) Other Reports and Announcements as Time Allows –

- **Next PBAC Meeting – Thursday, March 19<sup>th</sup>, 2020, 2:00 PM, Pullman.**

#### 7) Adjourn at 3:52 PM

Korey Woodley, PBAC Executive Manager



## Cost Proposal

Date: 02/19/20

**Project:** PBAC - Datalogger Replacement

**Project Number:** 20024

**Client:** Palouse Basin Aquifer Committee

**Project Manager:** Thomas Jenkins

**Client Contact:**

**Client Address:** Korey Woodley  
Moscow, ID 83844-3011

**Phone:**

**Project Address:**

| Description                                   | Hours | Billing Rate  | Contract Total    |
|---|-------|---------------|-------------------|
| <b><u>20024-10 Project Management</u></b>     |       |               |                   |
| <i><b>Labor</b></i>                           |       |               |                   |
| Administrative Assistant II                   | 1     | 65.00         | \$65.00           |
|   |       | Labor total   | \$65.00           |
| <b>20024-10 Project Management total</b>      |       |               | <b>\$65.00</b>    |
| <b><u>20024-20 Datalogger Replacement</u></b> |       |               |                   |
| <i><b>Labor</b></i>                           |       |               |                   |
| Scientist I                                   | 14    | 65.00         | \$910.00          |
|   |       | Labor total   | \$910.00          |
| <i><b>Expense</b></i>                         |       |               |                   |
| Mileage                                       | 40    | 0.63          | \$25.30           |
| Field Equipment                               | 5     | 599.24        | \$2,996.20        |
|   |       | Expense total | \$3,021.50        |
| <b>20024-20 Datalogger Replacement total</b>  |       |               | <b>\$3,931.50</b> |
| <b>Total</b>                                  |       |               | <b>\$3,996.50</b> |





# Cost Proposal

Date: 02/19/20

**Project:** PBAC - February Datalogger Download      **Project Number:** 20025

**Client:** Palouse Basin Aquifer Committee      **Project Manager:** Thomas Jenkins

**Client Contact:** Korey Woodley  
Moscow, ID 83844-3011

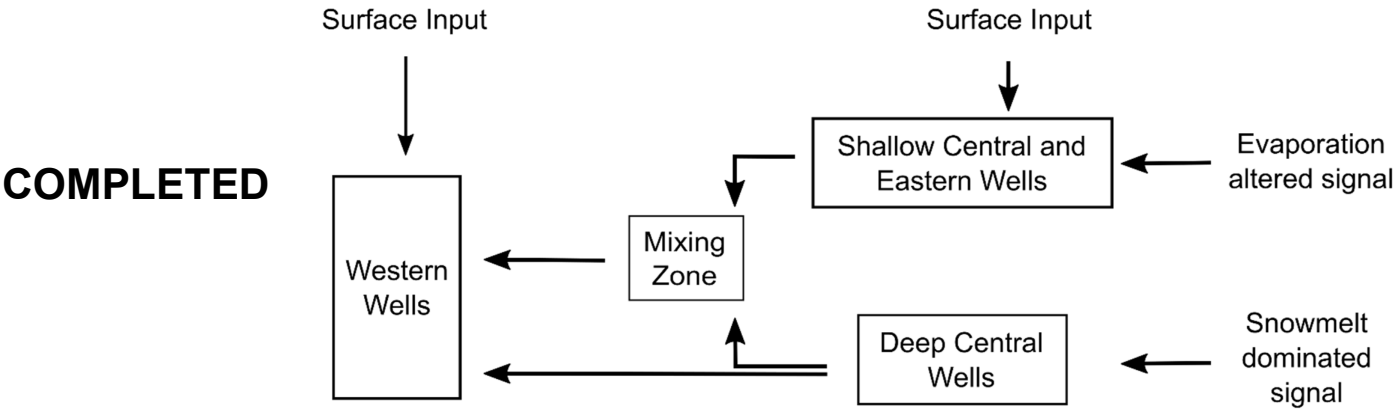
**Phone:**

**Project Address:**

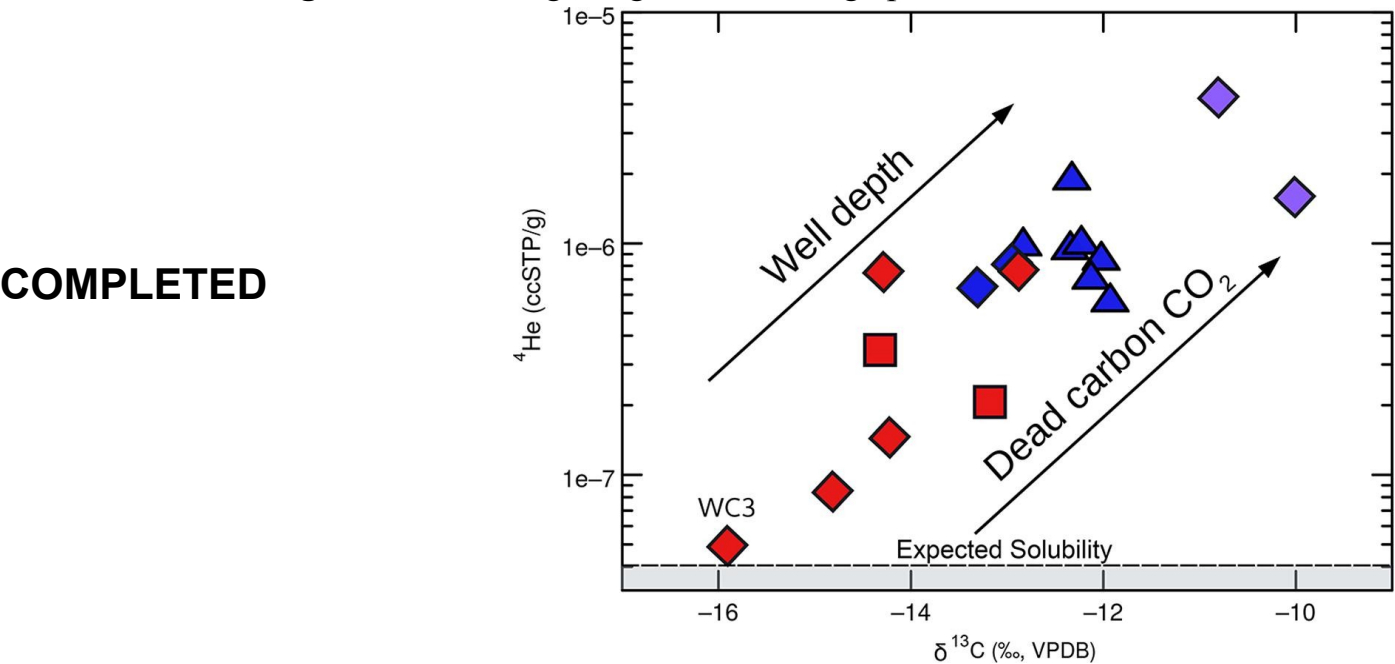
| Description                               | Hours | Billing Rate                             | Contract Total  |
|---|-------|--|-----------------|
| <b><u>20025-10 Project Management</u></b> |       |  |                 |
| <i>Labor</i>                              |       |  |                 |
| Administrative Assistant II               | 1     | 65.00                                    | \$65.00         |
| Scientist II                              | 1     | 80.00                                    | \$80.00         |
|   |       | Labor total                              | \$145.00        |
|   |       | <b>20025-10 Project Management total</b> | <b>\$145.00</b> |
| <b><u>20025-20 February Downloads</u></b> |       |  |                 |
| <i>Labor</i>                              |       |  |                 |
| Scientist I                               | 6     | 65.00                                    | \$390.00        |
|   |       | Labor total                              | \$390.00        |
|   |       | <b>20025-20 February Downloads total</b> | <b>\$390.00</b> |
| <b>Total</b>                              |       |  | <b>\$535.00</b> |

Summary of work by University of Idaho, 2016 to present: Jeff Langman

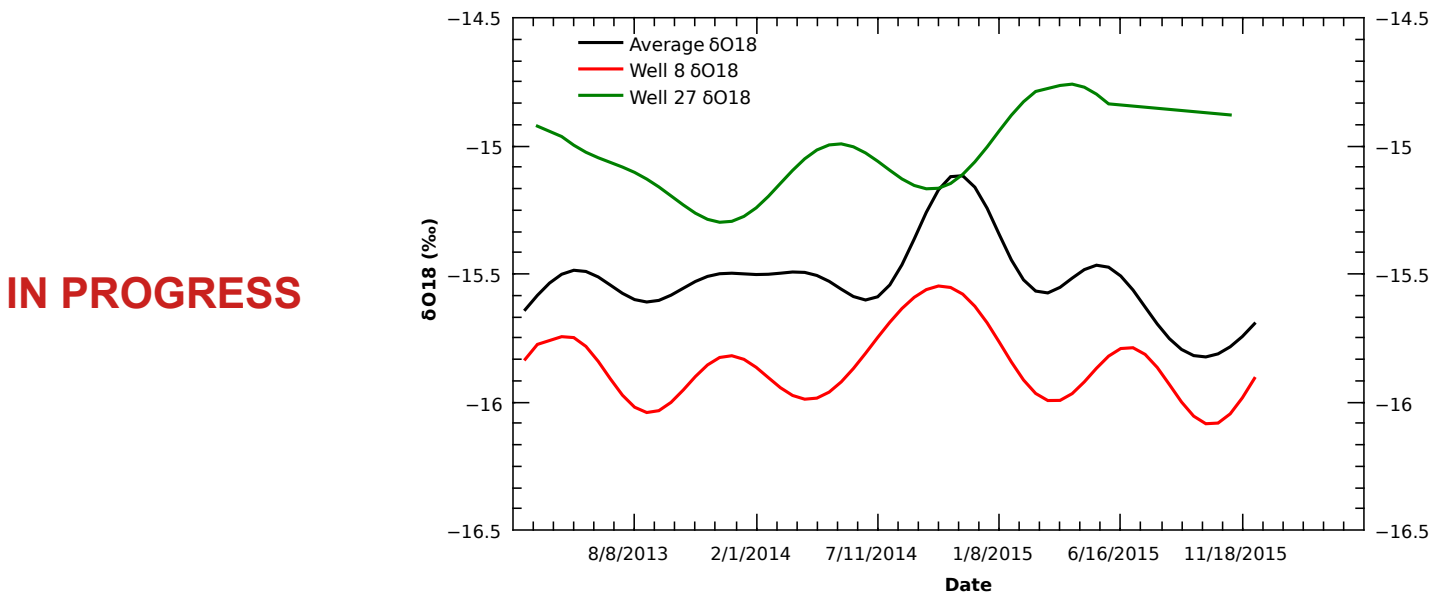
1) *Basin groundwater isotopes* = division of source waters and connected subsystems



2) *Groundwater noble gases* = resolving the groundwater age problem



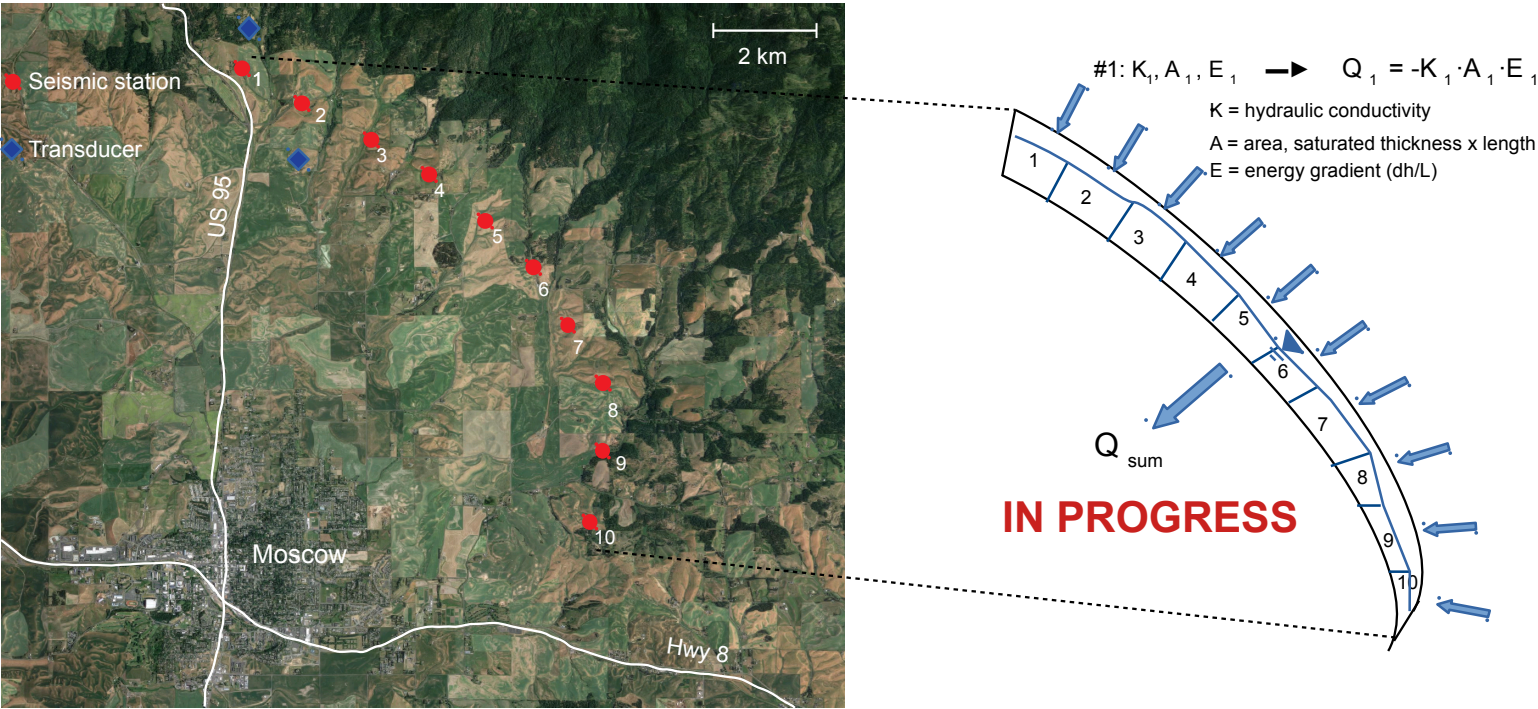
3) *Recharge area isotopes* = looking for fast pathways into the aquifer system



4) *Snow/snowmelt isotopes* = constraining the snow signal and pathways (PBAC + IWRRI)



5) *Seismometers and groundwater levels* = quantifying recharge along Moscow Mountain



**FINANCIAL AGREEMENT  
BETWEEN CITY OF MOSCOW, IDAHO AND  
PALOUSE BASIN AQUIFER COMMITTEE  
FOR  
PALOUSE GROUNDWATER BASIN ALTERNATIVE WATER SUPPLY  
PROJECT**

This Financial Agreement (hereinafter "Agreement"), dated as of the \_\_\_\_ day of \_\_\_\_\_, 2020, between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843, (hereinafter "CITY") and Palouse Basin Aquifer Committee a voluntary, cooperative, interjurisdictional group composed of representatives from each of the major pumping entities in the basin (hereinafter "PBAC"). CITY and PBAC may be referred to herein individually as a "Party" or collectively as the "Parties."

**W I T N E S S E T H :**

WHEREAS, CITY has agreed to be the administrator for the Professional Services Agreement for the Alternative Water Supply Project (hereinafter "Services Agreement") on the terms set out in the Services Agreement, attached as Exhibit A; and

WHEREAS, PBAC has agreed to fund the costs for said Services Agreement; and

WHEREAS, this Agreement sets out the financial arrangement between the Parties as to, PBAC providing a lump sum payment to CITY before the commencement of services by Consultant and the CITY's duty to use the lump sum money received from PBAC to pay the Consultant for the work detailed in the Services Agreement;

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained in this Reimbursement Agreement, the Parties agree as follows:

**SECTION I: PAYMENTS/REIMBURSEMENTS**

- A. Lump sum Payment. Upon selection of the Consultant and prior to CITY's execution of the Professional Services Agreement between Consultant and CITY for consulting services for the Palouse Groundwater Basin Alternative Water Supply Project, attached as Exhibit A, PBAC shall provide CITY the lump sum cost of the Project before execution of the Agreement and before any work is to commence.
- B. Reimbursement Payments. CITY shall pay Consultant from the lump sum amount received by PBAC pursuant to the agreed payment schedule in the attached Services Agreement.

## **SECTION II: RECORDS MAINTENANCE**

CITY will maintain records that sufficiently and properly reflect all payments made to Consultant per the Services Agreement. These records shall be subject to inspection, review or audit upon request by PBAC.

## **SECTION III: LIABILITY**

Each Party to this Reimbursement Agreement shall be responsible for its own acts and the acts of its officers, employees and agents. No Party to this Agreement shall be responsible for the acts of others. For the purposes of this Agreement, the officers, employees, or agents of each Party who are engaged in the performance of this Agreement will continue to be officers, employees, or agents of that Party and shall not be considered for any purpose to be officers, employees, or agents of any other Party.

## **SECTION IV: EFFECTIVE DATE AND DURATION**

### **A. Effective Date.**

This Agreement shall be effective when the last signatory approves or ratifies and executes this Agreement.

### **B. Duration.**

This Agreement shall be in effect until completion of the Project as outlined in Exhibit A.

## **SECTION V: DISPUTE RESOLUTION/GOVERNING LAW**

A. In the event that a dispute arises under this Agreement, attempts will first be made to resolve any disputes through mediation with a mediator agreed upon by the Parties. If the Parties are unable to resolve any disputes through mediation, any remedies including litigation may be pursued.

B. This Agreement shall be construed in accordance with and shall be subject to the laws of the State of Idaho and that the venue of any such action shall be the Second Judicial District of the State of Idaho in and for Latah County. Failure of CITY to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such a right, or a waiver of any subsequent breach.

## **SECTION VI: ASSIGNMENT**

The payment to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by any Party in whole or in part, without the express prior written consent of all other Parties, which consent shall not be unreasonably withheld.



## **SECTION VII: WAIVER**

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Reimbursement Agreement.

## **SECTION VIII: NOTICES**

All notices, demands, requests, or other communications required to be given or sent to the Parties under this Reimbursement Agreement will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

### **PBAC**

Paul Kimmell  
University of Idaho  
875 Perimeter Drive MS 3301  
Moscow, ID 83844-3301

### **CITY OF MOSCOW**

Tyler Palmer  
206 East 3<sup>rd</sup> Street  
P.O. Box 9203  
Moscow, ID 83843

Each Party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid; or upon confirmation of successful facsimile transmission.

## **SECTION IX: WILLFUL BREACH**

Upon CITY becoming entitled to a Reimbursement Payment, PBAC shall have no further liability in connection with the valid termination of the Service Agreement (other than the obligation to pay the City Reimbursement Payments pursuant to this Reimbursement Agreement), whether under the Service Agreement or this Reimbursement Agreement or otherwise to City or its agents; provided that nothing herein shall release any Party from liability (including any monetary damages or other appropriate remedy) for Willful Breach or fraud.

## **SECTION X: AMENDMENTS, SEVERABILITY, AND COMPLETE AGREEMENT**

### **A. Amendment.**

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

B. Severability.

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

C. Complete Agreement.

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

**SECTION XI: EXECUTION**

IN WITNESS WHEREOF, PBAC and CITY have caused this Agreement to be executed on the day and year first above written.

PBAC

Palouse Basin Aquifer Committee

By: \_\_\_\_\_  
Paul Kimmell, Chair

CITY

City of Moscow, Idaho

By: \_\_\_\_\_  
Bill Lambert, Mayor

ATTEST

\_\_\_\_\_  
Laurie M. Hopkins, City Clerk

Approved As To Form:

\_\_\_\_\_  
Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF IDAHO                    )  
  ) ss:  
County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public in and for said State, appeared Paul Kimmell, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative for Palouse Basin Aquifer Committee.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_



# **Request for Proposals**

## **Palouse Groundwater Basin Alternative Water Supply Project: Project Management Services**

### **Introduction**

The Palouse Groundwater Basin underlies an approximately 500 square mile area of north central Idaho and eastern Washington. Over 60,000 residents of the basin rely on groundwater as the sole source for their municipal supply. Water levels in the lower Grande Ronde aquifer system have been declining since measurements began in the early 1900's. In the 1960's water level concerns resulted in the creation of the Pullman-Moscow Water Resources Committee (PMWRC), a voluntary, cooperative, interjurisdictional group composed of representatives from each of the major pumping entities in the basin. The group formed to study the aquifer systems in the basin and provide recommendations to the entities for management of the resource.

In 1992, the committee, now known as the Palouse Basin Aquifer Committee (PBAC), in conjunction with the Idaho Department of Water Resources (IDWR) and the Washington Department of Ecology (Ecology), enacted a groundwater management plan for the basin. The plan included voluntary pumping targets as well as a call for continued pumping and water level monitoring and research involving hydrogeologic characterization and alternative water supply options.

Implementation of the plan has resulted in 13% decline in pumping since 1992, even though the population has grown by over 35%. There is increased awareness among basin residents of the importance of using the resource wisely. Unfortunately, although the rate of decline has lessened and individuals are using less, water levels continue to go down. The committee has come to the realization that additional demand management and augmented supply strategies will need to be implemented to stabilize water levels and ensure a long term, quality water supply for the basin residents.

In 2015, PBAC hired a consultant team to evaluate previously studied water supply projects to determine the most promising supply alternatives to meet current and future water supply demand. In March 2017, the consultant team completed the *Palouse Groundwater Basin Water Supply Alternatives Analysis Report*, which identified the four most promising water supply alternatives. The report is available on PBAC's website: <http://palousebasin.org>.

PBAC continues to refine the alternatives toward a goal of selecting a viable alternative or a set of alternatives by late 2020/early 2021 to help position PBAC's water supply project in the Idaho Department of Water Resources future water project funding cycle. The estimated capital cost of the four alternatives ranges from \$60 million to \$86 million.

Additionally, PBAC recently contracted for a LEAP (Legislative, Executive, Administrative, Political) Analysis to better identify, inform and engage key stakeholders about the water supply alternatives project. That work is expected to be complete in January 2020. Other community outreach work includes the creation and implementation of the PBAC Stakeholder Engagement Group (SEG). Palouse Basin community members are currently being identified and invited to serve on the SEG.

The University of Idaho (UI) is requesting proposals on behalf of PBAC for project management services to further refine these water supply alternatives and help position PBAC to provide a presentation to the Idaho Water Resource Board (IWRB) that meets the Board's expectations (See Scope of Work, below).

PBAC is receptive to working with an individual project manager or a project management team.

## **Scope of Work**

### **Project Management**

Project administration and management, including regular coordination with PBAC on project updates, etc.

- Facilitation of project meetings and other activities in order to refine and identify a viable alternative or set of alternatives for IDWR funding consideration.
- Work closely with PBAC and other contracted consultants and help support related and ongoing research, including water supply alternatives data gap work.
- Identify interim steps for each alternative to break (scalable) the alternatives into smaller segments.
- Assimilate LEAP Analysis findings and ongoing SEG outreach. Provide updated information and ensure SEG stays current on water supply alternatives. Help address community interests and issues/concerns.
- Identify required tasks and milestones needed to reach Idaho Water Resource Board deliverables, which include:
  - Have an alternative selected or combination of alternatives (or specific action steps identified to do so)
  - Price tag (including the amount that will be matched)
  - Demonstration that we have done work to gain community support
  - Identification of (other) funding resources and matching dollars
- Evaluate and determine unknown work/tasks and advise PBAC on other necessary actions/steps required to meet PBAC's goal.
- Monthly email progress reports available for review at regularly scheduled PBAC meetings.
- Quarterly progress reports to PBAC.

## **Deliverables**

- Regular communication and coordination with PBAC.
- A final summary report and presentation including conclusions and next steps will be provided to PBAC upon completion of this project and no later than September 2021. Project funding will be provided by PBAC. PBAC will function as the lead organization for the project, UI will act as contract administrator, and IDWR and Ecology will provide technical assistance, if necessary. Funding for this project is contingent upon continuing sponsoring entity fiscal year (July-June) funding allocations.
- The selected party will identify a project manager for this work who will reside locally or be available to travel to the Basin approximately once per quarter and present a progress report or oral presentation at a regular PBAC meeting. The project manager is expected to be available by phone or in-person at monthly PBAC progress meetings in order to provide regular updates.
- PBAC reserves the right to add additional tasks related to this Request for Proposals and associated pursuit and refinement of an Alternative Water Supply Project.

## **Proposal Requirements**

Interested parties must submit ten (10) hard copies and one (1) electronic (Adobe .pdf format) copy of a proposal containing the following minimum information:

- A. A description of your firm, including work history on similar projects, and hydrogeologic or water related engineering experience in the Palouse Basin, and on the Columbia Plateau. Identify experience on large-scale water supply project(s), including current status of the project(s) and consultant's role with project(s). Highlight Idaho and/or Washington water resources experience.
- B. A proposed approach.
- C. An estimate of time required to complete the work by September 2021.
- D. The names, qualifications and utilization of key personnel who will be assigned to this project. Identify current availability of project manager or project management team members, and ability to devote required time to this effort.
- E. A description of project management procedures that will be used to assure adherence to the budget and delivery schedule.
- F. A description of the procedure for internal quality assurance/quality control.

- G. The name, title, address, and telephone number of individuals with authority to negotiate and execute contracts and who may be contacted during the evaluation process.

The proposal shall be limited to 15 pages, not including the cover letter, resumes of key individuals, or section dividers. To be considered for award of this work, sealed proposals must be received at the UI office shown below no later than \_\_\_\_\_. Late proposals will not be considered. Proposals should be mailed to:

Mr. Eugene P. Gussenhoven,  
Director of Utilities and Engineering  
University of Idaho  
875 Perimeter Drive  
Moscow, ID 83844

A pre-proposal conference will be held \_\_\_\_\_, beginning at 10:00 AM, at UI Facilities Service Center, Ponderosa Meeting Room (875 Perimeter Drive, University of Idaho), at which time background information will be available for review and questions posed will be addressed. **Please do not contact PBAC or member agency staff during this phase of the consultant selection process for more particular information, personal site visits, etc.** Information requests received prior to the date of the conference will be addressed at the conference.

## **Special Conditions**

### **A. General Terms**

This request for proposals does not commit UI to enter into an agreement, to pay any costs incurred in the preparation of the proposal or subsequent negotiations, or to contract for the project. All information furnished in this request for proposals was gathered from sources deemed to be reliable. No representation or warranty is intended as to the accuracy or completeness of the information contained herein and UI reserves the right to alter or cancel this request for proposals.

### **B. Reservation of Rights**

The issuance of this request for proposals does not constitute an agreement by UI that any services agreement will actually be entered into by UI. UI expressly reserves the right to:

- Waive any immaterial defect or informality in any proposal or procedure.
- Reject any or all proposals.
- Reissue the request for proposals
- Invite additional respondents to the request for proposals.

- Complete the services contemplated by this request for proposals by any other means.
- Request additional information and data from any or all respondents.
- Extend the date for submission of proposals.
- Supplement, amend, or otherwise modify the request for proposals and cancel this request with or without the substitution of another request for proposals.

**C. Negotiation Rights**

The acceptance of a proposal and invitation to negotiate an agreement does not commit UI to accept any or all of the terms of the proposal. Final terms of any agreement will be agreed upon during negotiations. Negotiations may be terminated for failure to reach mutually acceptable terms.

**D. Right to Disqualify**

UI reserves the right to disqualify any respondent who fails to provide information or data requested herein or who provides inaccurate or misleading information or data. Further, UI reserves the right to disqualify any respondent on the basis of any real or apparent conflict of interest. By responding to this request for proposals, the respondent agrees that any finding by UI of any fact in dispute related to this request for proposals or the responses thereto shall be final and conclusive except as provided herein.

**E. Preparation Costs**

Each respondent will be responsible for all costs incurred in preparing a response to this request for proposals. All materials and documents submitted by the respondents in response to this request for proposals will become the property of UI and will not be returned. As such, they constitute public records which may be delivered to a person making an appropriate request for public records. The selected respondent will be responsible for all costs incurred by it during negotiations.

**F. Affirmative Action Requirements**

Respondent, by submission of a response, agrees to not discriminate against any worker, employee, subcontractor, or any member of the public because of age, sex (including sexual orientation and gender identity), race, color, religion, creed, marital status, familial status, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities, or otherwise commit an unfair employment practice and further agrees to comply with all Federal, State, and City equal employment opportunity requirements.

## **Evaluation and Selection**

Selection of the party shall be based on the following evaluation criteria:

1. Capability to perform the work including party's history, areas of expertise, and commitment to provide necessary resources to perform and complete the project within the expected project time frame (50 pts);
2. Relevant project experience including similar work performed by the party and clients for which similar work has been performed during the past five years (include name and phone number for appropriate contact persons) (50 pts);
3. Qualifications of project team including experience of key personnel to be assigned to the project and subcontractors (if any) team organization, roles of key personnel, and location of assigned personnel (250 pts);
4. Project approach including how the party proposes to execute each task required to complete the scope of the work, unique aspects of the proposed approach, and alternative approaches that PBAC may want to consider (300 pts);
5. Demonstrated ability to manage the tight timeframe and scheduling aspects of the project (250 pts); and
6. Completeness of proposal (100 pts).

A pre-selected evaluation committee will review and evaluate each proposal based on consideration of those factors set forth above. The evaluation committee may make a selection based solely on the ranked RFPs or it may decide to short list two or three firms and hold interviews. The determination on whether to have interviews as part of the selection process will lie solely with the evaluation committee. An additional maximum of up to 400 pts will be awarded to each party interviewed, if interviews are conducted. Upon selection, a contract will be developed between UI's administrative representative and the selected party.