

**REQUEST FOR PROPOSAL FOR TECHNICAL SERVICES TO ASSIST WITH  
THE WATERSHED ENHANCEMENT PARTNERSHIP PROGRAM (WEP) IN THE UPPER SAN JUAN  
WATERSHED**

**Contact:** Aaron Kimple, [akimple@mountainstudies.org](mailto:akimple@mountainstudies.org), 970-387-5161

**Date of Issue:** October 4, 2019

**Deadline for Submittals:** October 11, 2019, 2:00 PM MT

**Mode of Submittals:** Electronic only

**I. INTRODUCTION**

The Colorado Water Plan seeks to understand the state’s water needs, identify gaps and promote projects and processes to meet those needs. The Plan operates through its nine basin roundtables made up of broad representation from diverse water interests. While developing its Basin Implementation Plan (BIP), the Southwest Basin Roundtable (SWBRT) identified municipal, industrial and agricultural water supply needs, but concluded that there is a significant gap in information necessary to understand environmental and recreational (E&R) water supply needs within its area of interest. Understanding E&R water supply needs is particularly challenging given the size and diversity of the nine basins that make up the SWBRT’s area of interest. Given these challenges, the SWBRT began supporting watershed-scale efforts to gather E&R water supply needs information in 2016. In addition, the BIP encourages development of collaborative efforts to address water supply needs for multiple uses, including municipal, agricultural, environmental and recreational uses. Both the Colorado Water Plan and the SWBRT make funds available for multiple-use projects proposed through these efforts.

In summer of 2018, Mountain Studies Institute (MSI), Trout Unlimited (TU), and Western Wildscapes (WW) gathered a diverse stakeholder group and coordinated a community-led process to develop an understanding of E&R water needs and to identify and evaluate opportunities for projects to meet the diversity of water use needs present in the San Juan River Basin. This stakeholder group is now known as the Upper San Juan Watershed Enhancement Partnership, with a committed steering committee working to identify priority values, data gaps, and develop unified goals and outcomes of collective interest for the community. The steering committee is composed of representatives from local ranchers/producers, ditch company leaders, outdoor recreation businesses, water districts, local and state government agencies, non-profits, and private citizens. As part of a three-phase project, the outputs from the coordinated efforts of Phase I (2018-2019) inform the technical services for this Request for Proposal in Phase II (2020) and guide future management efforts.

The contracting entity will be MSI. A copy of MSI’s standard contract is in Attachment B. Any objections to the contract must be included in the proposal.

**Schedule:**

Issue Request for Proposal **October 4, 2019**

Deadline for Questions on RFP 2:00 PM (MT) **October 7, 2019**

Deadline to Issue Addendum 4:00 PM (MT) **October 9, 2019**

Proposals Due 2:00 PM (MT) **October 11, 2019**

Notification of Selection or Interview Invitation **October 17, 2019**

Conduct Interviews/Meetings (Only If Necessitated) **October 21, 2019**

Notification of Selection if Interviews Conducted **October 22, 2019**

Finalize Contract by **October 25, 2019**

CWCB Grant Application Deadline: *November 1, 2019*

CWCB Board Meeting and Application Review- *March, 2020 (estimated)*

CWCB Funding Dispersal/Contract Work Begins (approximate date)- *April-May 2020*

## **II. BACKGROUND & PROJECT DESCRIPTION**

The Watershed Enhancement Partnership (WEP) aims to provide a framework for implementing the following recommendations included in the 2015 SWBRT BIP:

*“With respect to the Southwest Basin’s Environmental and Recreational values and water needs, the Roundtable recognizes that there are significant gaps in the data and understanding regarding the flows and other conditions necessary to sustain these values. The Roundtable also recognizes that the tools currently available to help maintain those conditions are limited. The Roundtable has identified two methods that it hopes can help address and bridge this need for additional information and tools. These are:*

- 1. Evaluation of environmental and or recreation gaps is planned to be conducted for improvement of non-consumptive resources and/or in collaborative efforts with development of consumptive IPPs. The evaluations may be conducted by a subgroup of the Roundtable or by individuals, groups, or organizations with input from the Roundtable. The evaluation may utilize methodologies such as the southwest attribute map, flow evaluation tool, R2 Cross, and any other tools that may be available.*
- 2. Where environmental and/or recreational gaps are identified, a collaborative effort will be initiated to develop innovative tools to protect water identified as necessary to address these gaps.”*

In addition, WEP is working with the Natural Resources Conservation Service and the San Juan Conservation Service to develop information regarding agricultural irrigation infrastructure needs and efficiency opportunities. The selected consultant will be expected to coordinate closely with that work.

The geographic focus of these efforts will be conducted in the Upper San Juan River basin on a subset of rivers and streams in Archuleta and Mineral counties. The primary focus will be on the Upper San Juan from the Continental Divide to the confluence with Mill Creek. Waterways subject to evaluation will include the San Juan River mainstem and tributaries within the aforementioned area above the Mill Creek confluence.

Funding for this project is being sought from the Colorado Water Conservation Board (CWCB), the Southwest Basin Roundtable (SWBRT), and local governmental entities and conservancy districts. This collection of funds will be used to conduct technical assessments, develop a hydrologic model, and support a robust stakeholder engagement process that will help inform the investigation of, selection, and prioritization of projects, processes and/or management actions that further the long-term project objectives. The selected consultant will be expected to assist WEP seek funds, including development of grant scope of work, budget and grant presentations.

The long-term goal of this project is to improve security for all water uses in the planning area by understanding and protecting existing uses, meeting shortages, and maintaining healthy riverine ecosystems in the face of increased future demand, forest fire risks, and climate uncertainty. The planning and implementation effort is being conducted in a series of phases as stakeholder interest and funding allows. The second phase, specific to this Request for Proposals (RFP), initiates a process of identifying E&R water supply needs, summarizing existing information regarding municipal, industrial and agricultural water supply needs and otherwise assist WEP find voluntary-based solutions to any identified, unmet needs.

### III. PROJECT OBJECTIVES

Specific objectives for Phase II proposal request are as follows:

- Understand the hydrology of the Upper San Juan Watershed and the interplay with environmental and recreational attributes and water use demands under existing conditions and with the ability to analyze a variety of future forecasted scenarios.
- Characterize the environmental and recreational needs in terms of ecosystem goods and services to understand where modification or improvement may return the highest value, and to provide a framework for developing implementation goals and priorities.
- Identify, evaluate, and prioritize a set of projects, processes, and/or management actions that addresses environmental and recreation use needs while also providing a benefit to municipal and agricultural needs.

### IV. SCOPE OF WORK

The WEP Steering Committee is seeking the assistance of a consultant (or consulting team) to complete the technical studies, evaluations, inventories and modelling that will identify E&R needs in the Upper San Juan Watershed and help inform a potential, future SMP. Understanding that this is a multi-faceted study that requires input from a variety of stakeholders and water rights owners, the WEP Steering Committee will oversee the consultant’s work.

A summary description of tasks, expected outputs, and responsible party(s) is provided in the table below.

Task	Description	Outputs	Responsible Party
<b>Assist in Local Stakeholder Participation</b>	Participate in WEP’s efforts to obtain public input and integrate that input into the Assessment Report to be prepared for the project.	At least 2 public meetings.	Meeting facilitation (MSI, TU, WW)
<b>Review Existing Data and Information</b>	Compile and review existing information and data relevant to characterizing E&R needs on streams and rivers in the project area.	Report summarizing existing data and information and identifying data gaps.	Consultant with input from steering committee.
<b>Develop Hydrological Simulation Tools</b>	Develop modeling tools capable of (1) demonstrating hydrologic regime behavior under natural and existing conditions, and under future scenarios that take into account projected water demand, forest fire risk, and climate change, and (2) evaluation of effects of contemplated cooperative projects.	Model(s) available for public use, data tables, output graphics suitable for use with public.	Consultant with input from steering committee.
<b>Characterize Ecological Health, Integrity, and Ecosystem Good and Services</b>	Conduct stream assessment work to understand the current condition of ecological resources that support stream health, proper functioning condition, and delivery of goods and services. Key resources and/or indicators of health for the watershed include: 1) riparian communities, 2) water quality impairments, 3) T&E and state-identified	Assessment report, user friendly maps and graphics that illustrate results, outputs that can be used to support public	Consultant with input from steering committee.

	fish species of special concern, 4) recreational trout fishery. Identify and quantify where and when flows may be limiting or impairing ecosystem health or where and how non-flow related impairments exist. Complete a recreational development inventory and assess flow conditions as it relates to supporting community-driven uses (ex: boatable days). The report will suggest the likely drivers of and greatest risks to unsatisfied demand for ecosystem goods and services across the project area.	discussions around community values and priorities, and quantitative data on E&R gaps.	
<b>Identify High-Priority Management Issues and Locations</b>	Assist in presenting findings from the ecological characterization assessment to the public and gather feedback on local values around water, common areas and/or resources of interest, and community or sector-specific interest in supporting solution-oriented projects.	Report and maps summarizing stakeholder preferences and priorities.	(Stakeholder process (MSI, TU, WW) Consultant to incorporate process feedback & produce deliverables.
<b>Identify Alternatives that Meet Planning Goals &amp; Objectives</b>	Identify candidate structural projects, collaborative processes, or management actions that could further the stakeholder identified goals and objectives within priority locations.	Evaluation table that summarizes alternatives and their attributes.	Consultant with input from advisory and steering committees.

## V. PROJECT SCHEDULE

It is expected that work on the Phase II watershed assessment will begin in early spring of 2020 and continue for a 12-month period. The start date is controlled by receipt of a contracting agreement with the CWCB.

## VI. PROPOSAL SUBMISSIONS

CONSULTANT FEE SHALL BE SUBMITTED IN A SEPARATE ENVELOPE. Fees will only be considered with the top proposers following proposal evaluation.

Please submit the two Proposal submissions identified in electronic format to [akimple@mountainstudies.org](mailto:akimple@mountainstudies.org) by October 11, 2019 5:00 PM MST.

### Bidding Envelope 1 – Identity and Proposal:

Proposal submissions shall address the following:

- **Project Understanding:** Explain your understanding of the project, components and challenges.
- **Project Approach:** Based on your understanding of the project, outline your team’s approach. Discuss specific methods, protocols and models that will be used or developed, how you envision the various study components fitting together, and how you will organize study outputs in a format that can be used for stakeholder discussion and decision-making purposes. Include scope modification suggestions based upon your understanding of the project objectives.
- **Project Team:** Provide an organization chart and summary of each team member’s roles and responsibilities. Describe how the team will work together and with the WEP advisory committee to efficiently complete the project.

- **Team Member Description:** Provide a short summary of each firm/entity on the team including the office locations, number of staff and area of expertise. Include any specific and relevant Upper San Juan River experience or knowledge that team members can offer.
- **Relevant Project Experience:** Provide examples of relevant projects completed in the last three years that demonstrate your team's collective experience or the experience of individual team members. Please include project name and location, brief project description, how the work is relevant to this project, and budget.
- **References:** Provide at least three references, with contact information, for projects of similar size and scope that your team and/or team members has completed in the past three years.
- **Contract:** Identify any objections to MSI's contract, attached.

Bidding Envelope 2 – Pricing:

Estimated Costs. Cost will be a factor in selection of a consultant but not the only factor. An estimate of costs for each task in the consultant's Scope of Work must be included. This cost estimate shall, at a minimum, show the hourly rate of all team members, the estimated hours by task for each team member, subconsultant costs by task, and other direct costs by task including proposed markups.

**VII. PROPOSAL EVALUATION AND SELECTION PROCESS**

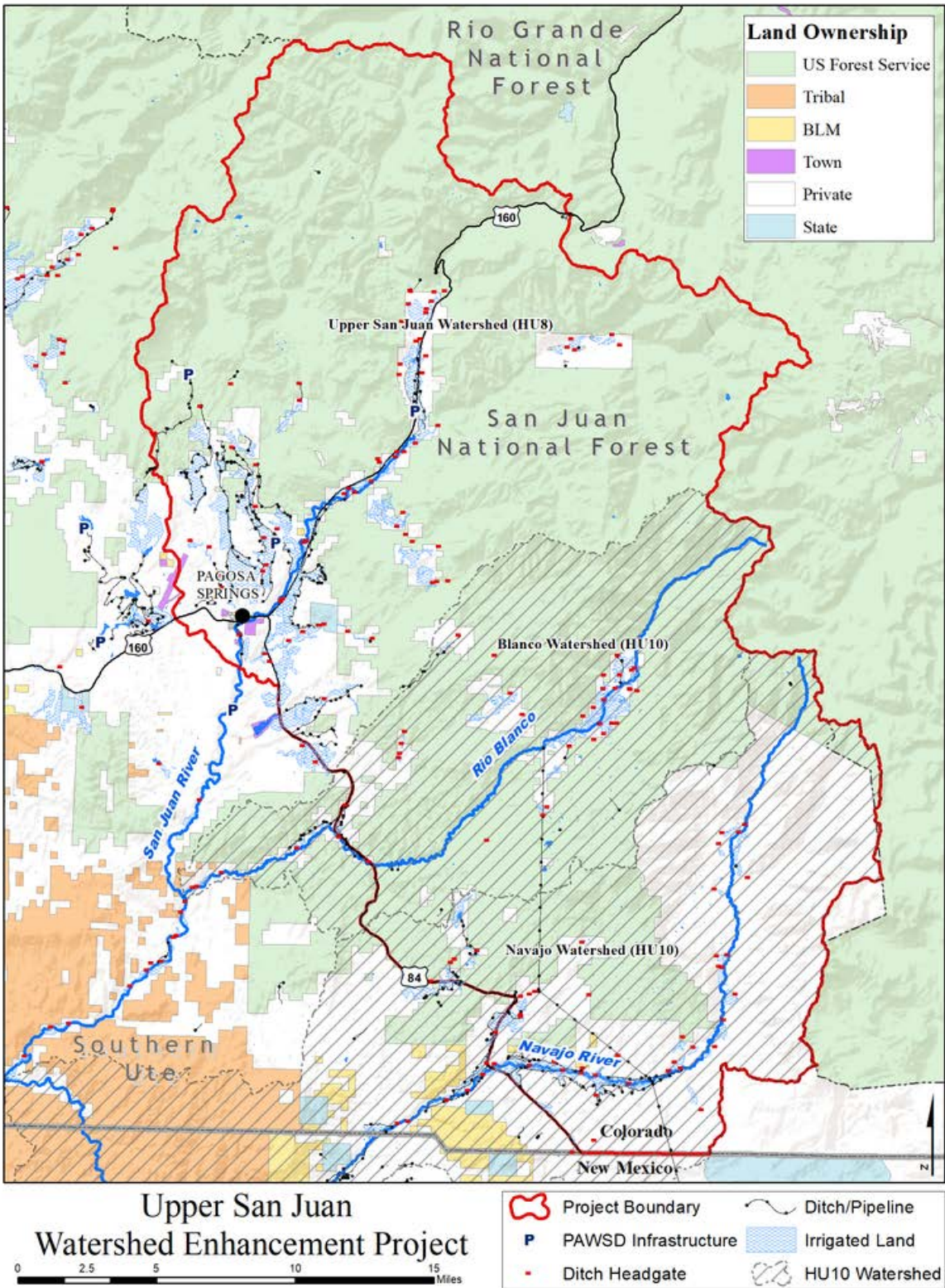
Proposals will be evaluated by the WEP advisory and steering committee. WEP intends to negotiate a final scope of work, budget and contract with the selected consulting team. WEP intends to select a consultant team that will provide the best overall expertise, value, and professional experience by considering the following: project understanding and approach; demonstrated experience, expertise, and qualifications of company/personnel on similar projects; and value/cost of efforts.

**VIII. RIGHTS OF WEP STEERING COMMITTEE:**

The WEP steering committee reserve, hold, and may exercise, at their sole discretion, the following rights and options with regard to this RFP and selection process:

- 1) To determine that any proposal received complies, or fails to comply, with the terms of this RFP.
- 2) To waive any technical non-conformance with the terms of this RFP.
- 3) To conduct investigations of any or all of the respondents, as MSI and the WEP steering committee deem necessary or convenient, to clarify the information provided as part of the RFP, and to request additional information to support the information included in any proposal.
- 4) To suspend or terminate any portion of or all of the selection process described in this RFP at any time (in its sole discretion). If terminated, MSI and the WEP steering committee may commence a new selection process or exercise any other rights provided under applicable law without an obligation to the respondents.

Attachment A – Watershed Map <sup>1</sup>



<sup>1</sup> Work under this RFP will focus on the main stem and tributaries of the San Juan River, from the Continental Divide to its confluence with Mill Creek.



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Attachment B

SUBCONTRACTOR SERVICES AGREEMENT  
BETWEEN  
Mountain Studies Institute  
AND  
**ENTER NAME**, Independent Contractor

This SUBCONTRACTOR SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Mountain Studies Institute, non-profit 501(c)(3), as Contractor ("MSI"), and the below named individual **ENTER NAME** as Subcontractor (“Subcontractor”, and collectively the “Parties”).

Contractor Name

Address

City, State & Zip Code

Phone

E-mail Address

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SCOPE OF WORK

A. Subcontractor will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below and per confirmation by the Project Manager – **NAME** of MSI (**name**@mountainstudies.org):

1. **Tasks**
2. **Tasks**
3. **Tasks.**

SUBCONTRACTOR'S QUALIFICATIONS

On the effective date of this Agreement, and during the term of this Agreement, Subcontractor will be fully qualified and will have all approvals and registrations needed to perform its obligations under this Agreement. Subcontractor will have and maintain all applicable licenses, permits, certificates and registrations needed to perform the Subcontractor's duties under this Agreement.

PERIOD OF PERFORMANCE

Subject to other provisions of this Agreement, the period of performance under this Subcontractor Services Agreement will be from **\_\_\_\_\_** through **\_\_\_\_\_**.

COMPENSATION AND PAYMENT

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I. SUBCONTRACTOR shall invoice on a time and materials basis of \$xxx per hour for a total not to exceed four thousand nine hundred and fifty dollars (\$x,xxx). MSI shall promptly reimburse SUBCONTRACTOR upon payment by the ORIGINAL PARTY. Invoices must be complete with copies of expense receipts. SUBCONTRACTOR acknowledges it is familiar with the ORIGINAL PARTY procedures for submitting invoices, which the SUBCONTRACTOR is obliged to follow as part of MSI's agreement to the Scope of Work. Subcontractor's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

#### BILLING PROCEDURES

MSI will pay Subcontractor upon

- completion of the described scope of work in monthly intervals (or combinations of months)
- approval of work completed and receipt of payment from the original agreement.

Payment will be considered timely if remitted to Subcontractor within 30 days of receipt of payment to MSI from the original contract or agency. Payment shall be sent to the address designated by the Subcontractor.

#### NO WITHHOLDINGS OR BENEFITS

Subcontractor expressly agrees that, as a subcontractor, it is not entitled to any employee benefits from MSI, including, but not limited to, any employer withholdings or liability for: taxes, FICA, Medicare or Medicaid; medical or disability insurance; vacation or leave; pension; unemployment insurance; or worker's compensation insurance (collectively, "Employee Benefits"). Subcontractor is obligated to pay federal and state income tax on any moneys received pursuant to this Agreement. To the maximum extent permitted by law: Subcontractor waives all claims against MSI for any Employee Benefits; Subcontractor will defend MSI from any claim and will indemnify MSI against any liability for any Employee Benefits for the Subcontractor imposed on MSI; and, Subcontractor will reimburse MSI for any award, judgment or fine against MSI based on the position the Subcontractor was ever MSI's employee, and all attorneys' fees and costs MSI reasonably incurs defending itself against any such liability.

#### EARLY TERMINATION

MSI may, in its sole discretion, terminate this Agreement or withhold payments claimed by the Subcontractor for services rendered if the Subcontractor fails to satisfactorily comply with any term or condition of this Agreement, express or implied. In such event, no payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by MSI.

#### LIABILITY

Each party hereto agrees to be responsible for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent allowed by law. Liability of MSI is at all times herein strictly limited and controlled by the provisions of the Colorado Government Immunity Act, C.R.S. §§ 24-10-101, et seq. as now or hereafter amended. Nothing in this Agreement shall be construed as a waiver of the protections of said Act.

#### INSURANCE



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Each Party represents and warrants that it maintains comprehensive general liability insurance and all coverage's required by law sufficient for the purpose of carrying out the duties and obligations arising under this Agreement.

*No Insurance through MSI.* MSI will not include the Subcontractor as an insured under any policy MSI has for itself, including, without limitation, any liability, life, collision, comprehensive, health, medical, workers' compensation or unemployment compensation insurance policy.

[Applicable where Subcontractor has Employees]

*Subcontractor to Obtain, Maintain and Manage Workers' Compensation and Unemployment Compensation Insurance for its Employees.* Subcontractor must have in place on the effective date of this Agreement and must maintain during the term of this Agreement worker's compensation insurance and unemployment compensation insurance covering each of the Subcontractor's employees who provide services or products to MSI related to this Agreement. Subcontractor will be solely responsible for managing its employees and, consistent with the Indemnification section below, will be solely liable for any damages or award and will defend and indemnify MSI with regard to, any occupational injury claim or unemployment claim, appeal or related proceeding brought by or on behalf of any employee of the Subcontractor. Upon request, the Subcontractor must provide proof reasonably satisfactory to MSI or its insurers that the Subcontractor has worker's compensation insurance and unemployment compensation insurance policies in place providing the required coverage for the Subcontractor's employees.

*Subcontractor's Duties to its Employees.* In addition to the obligations regarding workers' compensation and unemployment compensation insurance stated above, the Subcontractor will comply with all laws, regulations, municipal codes and ordinances and other workplace requirements and standards applicable to the Subcontractor's Employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, pensions, reports and record keeping.

#### COMPLIANCE / ASSURANCES

MSI and Subcontractor agree that all activity pursuant to this Agreement will be in accordance with all applicable current federal, state and local laws, rules, regulations, as well as industry standards.

#### RISK AND DANGER

Subcontractor releases MSI from liability because Subcontractor acknowledges, understands, and accepts that the activities routine to its service(s) may present risks and dangers. Subcontractor also acknowledges, understands, and accepts that although MSI is authorized to stop work for the protection of it's staff/employs/agents, this authority does not create a duty of MSI to supervise the method and manner of work so as to insure that the work is/was performed safely. The Parties thus agree that MSI owes no duty to supervise the work safety of the Subcontractor.

#### INDEMNIFICATION

Subcontractor will indemnify MSI against any lawsuit, claim, liability or expense (including attorneys' fees, court or arbitration costs and any judgment) which result from any wrongful act or omission by the Subcontractor, including any alleged or proven misconduct or negligence by the Subcontractor.

#### UNAUTHORIZED USE OF NAMES OR REPRESENTATION

Unless expressly agreed to in writing, the Parties will not use the other's name on any advertisement, promotion, business card, etc. Further, the Parties will not advertise, promote or represent to any third party that the Subcontractor is MSI's employee or agent. Instead, the Subcontractor may represent only that the Parties have a subcontractor relationship.

ASSIGNMENT OF RIGHTS OR OBLIGATIONS

The Parties may not assign their rights or obligations under this Agreement without the other Party's prior written agreement.

ENTIRE AGREEMENT

This Agreement including referenced exhibits or attachments represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. This Agreement may be altered, amended, or waived only by a written amendment signed and dated by both parties. Through this Agreement, the Subcontractor is held to all reporting requirements and legal obligations of ENTER NAME OF ORIGINAL AGREEMENT between Mountain Studies Institute and AGENCY/CONTRACT.

CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the State of Colorado, it is considered modified to conform to that statute or rule of law.

APPROVAL

This Agreement shall be subject to the signed approval of MSI's authorized representative and shall not be binding until so signed below.

This Agreement, consisting of 4 pages and 1 attachment(s) of the MSI-AGENCY Contract TITLE OF AGREEMENT, is executed by the persons signing below who warrant that they have the authority, without the need for additional consents, to enter into same.

NAME OF BUSINESS

Mountain Studies Institute

Signature

Signature

Marcie Demmy Bidwell

Executive Director

3/ 22/ 2012

Title

Date

Title

Date