

The 285th Meeting of the Upper Colorado River Commission
Telephonic Special Meeting of October 23, 2019

Attendees

Voting Commissioners:

Rebecca Mitchell, Commissioner for the State of Colorado
John D'Antonio, Commissioner for the State of New Mexico
Eric Millis, Commissioner for the State of Utah
Patrick Tyrrell, Commissioner for the State of Wyoming

Advisers:

Amy Ostdiek, Colorado
Dominique Work, New Mexico
Norman Johnson, Utah
Chris Brown, Wyoming
Steve Wolff, Wyoming

Commission Staff:

Amy Haas, Executive Director and Secretary
Sara Larsen, Deputy Executive Director and Chief Engineer
Teri Gomm, Administrative Assistant

1. Welcome and Introductions

Vice Chairman Tyrrell opened the special telephonic meeting of the Upper Colorado River Commission ("UCRC") with a request that Director Haas lead the meeting. Director Haas read the official roll call of Commissioners present and indicated that the meeting was being held in accordance with Article IV, Paragraph 11 of the By-laws of the Upper Colorado River Commission and official meeting minutes would be produced. Director Haas stated that there was only one action item for today's meeting, to be followed with a brief update by Deputy Director Sara Larsen, on the UCRC procurement process for work to be conducted pursuant to the Bureau of Reclamation Demand Management Investigation Grant Agreement ("grant", "demand management grant").

2. Request for Adoption of Procurement Standards developed by the UCRC Demand Management Committee for the limited purpose of compliance with and administration of the Bureau of Reclamation demand management grant, and summary of the UCRC procurement process regarding the same.

Ms. Larsen introduced the topic with a general overview of the demand management grant between the Bureau of Reclamation and the UCRC executed on 10/30/18 and subsequently amended on 10/10/19. Ms. Larsen explained that the grant requires that the UCRC maintain documented procurement procedures for the purposes of grant compliance and that such standards must be in place before the UCRC can procure contract support through a Request for Proposals ("RFP") process. Ms. Larsen then provided a general overview of the Procurement Standards for the Purpose of Administering the Bureau

of Reclamation Demand Management Investigation Grant Agreement (“Procurement Standards”) proposed for adoption and provided to the Commissioners on October 9, 2019 (Attached and incorporated as Exhibit “A”) and responded to several questions of the Commissioners.

Motion: It was moved by Commissioner D’Antonio and seconded by Commissioner Millis to adopt the Procurement Standards developed by the UCRC Demand Management Committee for the limited purpose of compliance with and administration of the Bureau of Reclamation demand management grant in order to begin the process of procuring contract support through a Request for Proposals process. Voting was unanimous in the affirmative.

Commissioner Mitchell commented that Colorado is currently doing its own demand management investigations and requested that any UCRC-contracted demand management work be kept separate from Colorado-specific demand management work. Director Haas acknowledged the request.

Ms. Larsen then provided a brief update on the status of Request for Proposals process and timeline.

Meeting Adjournment

The meeting was adjourned at 4:25 p.m.

CERTIFICATE

I, AMY I. HAAS, Executive Director and Secretary of the Upper Colorado River Commission, do hereby certify that the Upper Colorado River Commission, at its Meeting at Bally’s Hotel in Las Vegas, Nevada on December 11, 2019, approved the above Minutes. Witness my hand this _____ day of December, 2019.

AMY I. HAAS
Executive Director and Secretary

UCRC Procurement Standards for the Purpose of Administering the Bureau of Reclamation Demand Management Investigation Grant Agreement (Grant Agreement No. R18AP00282-001)

Part 1 General Procurement Provisions

UCRC-101 Title.

- (1) This policy is known as the “UCRC Procurement Standards for the Purpose of Administering the Bureau of Reclamation Demand Management Investigation Grant Agreement (Grant Agreement No. R18AP00282-001)”
- (2) This part is known as “General Procurement Provisions.”

UCRC-102 Purpose of policy.

The underlying purposes of this policy are:

- (1) to ensure transparency in the UCRC procurement process;
- (2) to ensure the fair and equitable treatment of all persons who participate in the UCRC procurement process;
- (3) to provide increased economy in UCRC procurement activities; and
- (4) to foster effective broad-based competition within the free enterprise system.

UCRC-103 Definitions.

As used in this policy:

- (1) “Change order” means a written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of a contract, upon mutual agreement of the parties to the contract.
- (2) “Commission” or “UCRC” means the Upper Colorado River Commission, an interstate water administrative agency established under the laws of the states of Colorado, New Mexico, Utah and Wyoming (collectively, the “Upper Division States”) and by Congress through the enactment of the 1948 Upper Colorado River Basin Compact (63 Stat. 31).
- (3) “Commissioners” means the members of the Commission appointed or designated in accordance with the laws of each of the Upper Division States and, when designated by the President of the United States, a federal commissioner.
- (4) “Contract” means an agreement for a procurement.
- (5) “Contract administration” means all functions, duties, and responsibilities associated with managing, overseeing, and carrying out a contract between the UCRC and a contractor, including without limitation:
 - (a) implementing the contract;
 - (b) ensuring compliance with the contract terms and conditions by the UCRC and the contractor;
 - (c) executing change orders;
 - (d) processing contract amendments;
 - (e) resolving, to the extent practicable, contract disputes;
 - (f) curing contract errors and deficiencies;
 - (g) terminating a contract;

- (h) measuring or evaluating completed work and contractor performance;
 - (i) computing payments under the contract; and
 - (j) closing out a contract.
- (6) “Contractor” means a person who is awarded a contract with the UCRC.
- (7) “Cost-reimbursement contract” means a contract under which a contractor is reimbursed for costs which are allowed and allocated in accordance with the contract terms and the provisions of this policy, and a fee, if any.
- (8) “Days” means calendar days, unless expressly provided otherwise.
- (9) “Design/legal professional” means:
- (a) an individual licensed as a practicing attorney; or
 - (b) an individual licensed as a professional engineer or professional land surveyor;
- (10) “Design/legal professional services” means:
- (a) professional services within the scope of the practice of the law; or
 - (b) professional engineering;
- (11) “Immaterial error”:
- (a) means an irregularity or abnormality that is:
 - (i) a matter of form that does not affect substance; or
 - (ii) an inconsequential variation from a requirement of a solicitation that has no, little, or a trivial effect on the procurement process and that is not prejudicial to other vendors; and
 - (b) includes:
 - (i) a missing acknowledgment of an addendum, or missing copy of a professional license, bond, or insurance certificate;
 - (ii) a typographical error;
 - (iii) an error resulting from an inaccuracy or omission in the solicitation; and
 - (iv) any other error that the Procurement Manager reasonably considers to be immaterial.
- (12) “Multiple award contracts” means the award of a contract for a procurement item to more than one person or contractor.
- (13) “Multiyear contract” means a contract that extends beyond a one-year period, including a contract that permits renewal of the contract, without competition, beyond the first year of the contract.
- (14) “Offeror” means a person who submits a proposal in response to a request for proposals.
- (15) “Procure” means to acquire a procurement item through a procurement.
- (16) “Procurement”:
- (a) means the UCRC’s acquisition of a procurement item through an expenditure of funds, or an agreement to expend funds;
 - (b) includes all functions that pertain to the acquisition of a procurement item, including:
 - (i) preparing and issuing a solicitation; and
 - (ii) includes:
 - (A) conducting a standard procurement process; or
 - (B) conducting a procurement process that is an exception to a standard procurement process under Part 3, Exceptions to Procurement Requirements.
 - (c) Grants are not considered a procurement under these procurement standards.
- (17) “Procurement item” means a supply, a service, or construction.
- (18) “Procurement Manager” means:
- (a) for the UCRC, which has independent procurement authority:
 - (i) a designee of the UCRC such as a deputy director or a staff engineer.
- (19) “Professional service” means labor, effort, or work that requires an elevated degree of specialized knowledge and discretion, including labor, effort, or work in the fields of, for example:

- (a) construction design and management;
 - (b) engineering;
 - (c) financial services and economics;
 - (d) information technology;
 - (e) the law;
- (20) "Request for proposals" means a document used to solicit proposals to provide a procurement item to the UCRC, including all other documents that are attached to that document or incorporated in that document by reference.
- (21) "Request for proposals process" means the procurement process described in Part 2, Request for Proposals.
- (22) "Request for statement of qualifications" means a document used to solicit information about the qualifications of a person interested in responding to a potential procurement, including all other documents attached to that document or incorporated in that document by reference.
- (23) "Responsible" means being capable, in all respects, of:
- (a) meeting all the requirements of a solicitation; and
 - (b) fully performing all the requirements of the contract resulting from the solicitation, including being financially solvent with sufficient financial resources to perform the contract.
- (24) "Responsive" means conforming in all material respects to the requirements of a solicitation.
- (25) "Sealed" means manually or electronically secured to prevent disclosure.
- (26) "Service":
- (a) means labor, effort, or work to produce a result that is beneficial to the UCRC;
 - (b) includes a professional service; and
 - (c) does not include labor, effort, or work provided under an employment agreement or a collective bargaining agreement.
- (27) "Solicitation" means an invitation for bids, request for proposals, request for statement of qualifications, or request for information.
- (28) "Solicitation response" means:
- (a) a bid submitted in response to an invitation for bids;
 - (b) a proposal submitted in response to a request for proposals; or
 - (c) a statement of qualifications submitted in response to a request for statement of qualifications.
- (29) "Specification" means any description of the physical or functional characteristics or of the nature of a procurement item included in an invitation for bids or a request for proposals, or otherwise specified or agreed to by the UCRC, including a description of:
- (a) a requirement for inspecting or testing a procurement item; or
 - (b) preparing a procurement item for delivery.
- (30) "Standard procurement process" means the following or a subset of the following:
- (a) the bidding process;
 - (b) the request for proposals process;
 - (c) the small purchase process.
- (31) "Statement of qualifications" means a written statement submitted to the UCRC in response to a request for statement of qualifications.
- (32) "Subcontractor":
- (a) means a person under contract to perform part of a contractual obligation under the control of the contractor, whether the person's contract is with the contractor directly or with another person who is under contract to perform part of a contractual obligation under the control of the contractor; and
 - (b) includes a supplier, distributor, or other vendor that furnishes supplies or services to a contractor.
- (33) "Supply" means a good, material, technology, piece of equipment, or any other item of personal property.

(34) "UCRC staff":

(a) means the staff of the Upper Colorado River Commission as authorized by its Commissioners to act on a procurement need and begin a procurement process.

(35) "Vendor":

(a) means a person who is seeking to enter into a contract with the UCRC to provide a procurement item;
and

(b) includes:

(i) a bidder;

(ii) an offeror;

(iii) an approved vendor;

(iv) a design/legal professional.

UCRC-104 Purpose of specifications.

(1) All specifications shall seek to promote the overall economy and best use for the purposes intended, with goal of encouraging competition in satisfying the needs of the UCRC. The specifications may not be unduly restrictive.

UCRC-105 Required public notice.

(1) The UCRC shall provide public notice that includes:

(a) information on how to contact the UCRC;

(b) the date of the opening and closing of the solicitation;

(c) information on how to obtain a copy of the procurement documents;

(d) a general description of the procurement items that will be obtained through the standard procurement process;

(2) The UCRC shall publish the notice described in Subsection (1):

(a) at least seven days before the day of the deadline for submission of a bid or other response; and

(b) distribution of the solicitation will include:

(i) publication in a newspaper of general circulation in each state in which the notice is to be published;

(ii) publication in newspapers of local circulation in the areas directly impacted by the procurement;

(iii) publication on the UCRC website; and

(iv) may also include national platforms for bid/request for proposal publication.

(3) The UCRC shall:

(a) make a copy of the solicitation documents available for public inspection at its office or on its website described in Subsection (2)(b) until the award of the contract or the cancellation of the procurement.

(b) make a copy of information related to the procurement available for public inspection at its office or on its website described in Subsection (2)(b) until the award of the contract or the cancellation of the procurement.

(c) maintain all records in accordance with Part 6, Records.

(4) Further, regarding publication of solicitation documents:

(a) it is the responsibility of a person seeking information provided by a public notice under this section to seek out, find, and respond to a public notice issued by the UCRC.

(b) As a courtesy and in order to promote competition, the UCRC may provide, but is not required to provide, individual notice upon publication of the notice in accordance with this Section UCRC-106.

UCRC-106 Correcting an immaterial error in a solicitation response.

(1) The Procurement Manager:

- (a) may allow a vendor to correct an immaterial error in a responsive solicitation response as provided in this section; and
- (b) may not allow a vendor to:
 - (i) correct a deficiency, inaccuracy, or mistake in a responsive solicitation response that is not an immaterial error;
 - (ii) correct an incomplete submission of documents that the solicitation required to be submitted with the solicitation response;
 - (iii) correct a failure to submit a timely solicitation response;
 - (iv) substitute or alter a required form or other document specified in the solicitation;
 - (v) remedy a cause for a vendor being considered to be not responsible or a solicitation response not responsive; or
 - (vi) correct a defect or inadequacy resulting in a determination that a vendor's solicitation response does not meet the mandatory minimum requirements, evaluation criteria, or applicable score thresholds established in the solicitation.

(2) The Procurement Manager:

- (a) shall establish a deadline by which a vendor is required to submit a correction under this section.
- (b) may not allow a vendor to correct an immaterial error in a solicitation response if the vendor submits the correction after the deadline established under Subsection (2)(a).

(3) If the Procurement Manager allows a vendor to correct an immaterial error in a solicitation response, the Procurement Manager shall prepare and sign a written document supporting the reason for allowing the correction.

UCRC-107 Clarifying information in a solicitation response.

(1) The UCRC may at any time make a written request to a vendor to clarify information contained in a responsive solicitation response.

(2) The UCRC may allow a vendor to respond to a request under Subsection (1):

- (a) in writing; or
- (b) by submitting a printed document.

(3) The UCRC:

- (a) requests of a vendor to clarify information contained in a responsive solicitation response under this section shall establish a deadline by which the vendor is required to submit the clarifying information.
- (b) may not allow a vendor to submit clarifying information after the deadline established under Subsection (3)(a).

(4) A vendor's response to a request under this section:

- (a) may only explain, illustrate, or interpret the contents of the vendor's original solicitation response;
- (b) may not be used to address criteria or specifications not contained in the vendor's original solicitation response; and
- (c) may not be used to:
 - (i) correct a deficiency, inaccuracy, or mistake in a solicitation response that is not an immaterial error;
 - (ii) correct an incomplete submission of documents that the solicitation required to be submitted with the solicitation response;
 - (iii) correct a failure to submit a timely solicitation response;
 - (iv) substitute or alter a required form or other document specified in the solicitation;
 - (v) remedy a cause for a vendor being considered to be not responsible or a solicitation response not

responsive; or

(vi) correct a defect or inadequacy resulting in a determination that a vendor does not meet the mandatory minimum requirements, evaluation criteria, or applicable score thresholds established in the solicitation.

Part 2 Request for Proposals

UCRC-201 Title.

This part is known as “Request for Proposals.”

UCRC-202 Contracts awarded by request for proposals.

(1) The UCRC may award a contract for a procurement item by the request for proposals process.

(2) The request for proposals process:

(a) is appropriate when selecting the proposal that provides the best value or is the most advantageous to the UCRC, including when:

(i) the procurement involves a contract whose terms and conditions are to be negotiated in order to achieve the result that is the most advantageous to the UCRC;

(ii) cost is not the most important factor to be considered in making the selection that is most advantageous to the UCRC;

(iii) factors, apart from or in addition to cost, are highly significant in making the selection that is most advantageous to the UCRC; or

(iv) the UCRC anticipates entering into a public-private partnership.

(b) The types of procurements for which it is appropriate to use the request for proposals process include a procurement of design/legal professional services.

UCRC-203 Request for proposals -- Requirements -- Publication of request.

(1) The request for proposals standard procurement process begins when the UCRC issues a request for proposals.

(2) A request for proposals shall:

(a) state the period of time during which a proposal will be accepted;

(b) describe the manner in which a proposal shall be submitted;

(c) state the place where a proposal shall be submitted;

(d) include, or incorporate by reference:

(i) to the extent practicable, a full description of the procurement items sought and the full scope of work;

(ii) a description of the subjective and objective criteria that will be used to evaluate the proposal; and

(iii) the standard terms and conditions required by the UCRC;

(e) state the relative weight that will be given to each score for the criteria described in Subsection (2)(d)(ii), including cost;

(f) state that best and final offers may be allowed, from responsible offerors who submit responsive proposals that meet minimum qualifications, evaluation criteria, or applicable score thresholds identified in

the request for proposals; and

(3) The UCRC shall publish a request for proposals in accordance with the requirements of Section UCRC-106.

UCRC-204 Opening of proposals -- Limitation on accepting a proposal -- Rejecting a proposal.

(1) The UCRC shall ensure that proposals are opened in a manner that avoids disclosing the contents to competing offerors during the evaluation process.

(2) The UCRC may not accept a proposal after the time for submission of a proposal has expired.

(3) At any time during the request for proposals standard procurement process, the UCRC may reject a proposal if it determines that:

(a) the person submitting the proposal is not responsible; or

(b) the proposal is not responsive or does not meet mandatory minimum requirements stated in the request for proposals.

UCRC-205 Correction or clarification of proposal.

(1) The Procurement Manager may:

(a) allow a vendor to correct an immaterial error in a proposal, as provided in Section UCRC-107; and

(b) request a vendor to clarify information contained in a proposal, as provided in Section UCRC-108.

(2)

(a) Notwithstanding Subsection (1), after the deadline for submitting a cost proposal and before a contract is awarded, a vendor may not change the total amount of the cost of a proposal.

(b) Subsection (2)(a) does not apply to a change in the contract price during contract administration, as allowed under this policy.

UCRC-206 Evaluation of proposals -- Evaluation committee.

(1)

(a) To determine which proposal provides the best value to the UCRC, the evaluation committee shall evaluate each responsible offeror's responsive proposal that has not been disqualified from consideration under the provisions of this policy, using the criteria described in the request for proposals.

(b) The criteria in a request for proposals may include, but may not be limited to:

(i) experience;

(ii) performance ratings;

(iii) inspection;

(iv) testing;

(v) quality;

(vi) expertise, skillfulness, and technical accomplishment;

(vii) time, manner, or schedule of delivery;

(viii) references;

(ix) financial solvency;

(x) suitability for a particular purpose;

(xi) management plans;

(xii) cost;

(xiii) if applicable, the offeror's willingness and capability to enter into a public-private partnership; or

(xiv) other subjective or objective criteria specified in the request for proposals.

(2) The UCRC shall:

- (a) appoint an evaluation committee consisting of at least three individuals with a general familiarity with or basic understanding of:
 - (i) the technical requirements relating to the type of procurement item that is the subject of the procurement; or
 - (ii) the need that the procurement item is intended to address; and
- (b) ensure that the evaluation committee and each individual participating in the evaluation committee process:
 - (i) does not have a conflict of interest with any of the offerors;
 - (ii) can fairly evaluate each proposal;
 - (iii) does not contact or communicate with an offeror concerning the procurement outside the official evaluation committee process; and
 - (iv) conducts or participates in the evaluation in a manner that ensures a fair and competitive process and avoids the appearance of impropriety.
- (3) The UCRC may authorize the evaluation committee to receive assistance:
 - (a) from an expert or consultant who:
 - (i) is not a member of the evaluation committee; and
 - (ii) does not participate in the evaluation scoring;
 - (b) in order to better understand a technical issue involved in the procurement.
- (4) The evaluation committee may:
 - (a) with the approval and coordination of the UCRC and its Procurement Manager, enter into discussions or conduct interviews with, or attend presentations by, the offerors, for the purpose of clarifying information contained in proposals.
 - (b) In a discussion, interview, or presentation under Subsection (4)(a), an offeror:
 - (i) may only explain, illustrate, or interpret the contents of the offeror's original proposal; and
 - (ii) may not:
 - (A) address criteria or specifications not contained in the offeror's original proposal;
 - (B) correct a deficiency, inaccuracy, or mistake in a proposal that is not an immaterial error;
 - (C) correct an incomplete submission of documents that the solicitation required to be submitted with the proposal;
 - (D) correct a failure to submit a timely proposal;
 - (E) substitute or alter a required form or other document specified in the solicitation;
 - (F) remedy a cause for an offeror being considered to be not responsible or a proposal not responsive;or
 - (G) correct a defect or inadequacy resulting in a determination that an offeror does not meet the mandatory minimum requirements, evaluation criteria, or applicable score thresholds established in the solicitation.
- (5) The UCRC shall:
 - (a) if applicable,
 - (i) assign an individual who is not a member of the evaluation committee to calculate scores based on the applicable scoring formula, weighting, and other scoring procedures contained in the request for proposals;
 - (ii) review the evaluation committee's scores and correct any errors, scoring inconsistencies, and reported noncompliance with this policy;
 - (iii) provide to the evaluation committee the total combined score calculated for each responsive proposal from a responsible offeror, including any applicable cost formula, weighting, and scoring procedures used to calculate the total combined scores.
 - (b) The evaluation committee may not:

(i) change its final recommended scores described in Subsection (5)(a)(i) after the evaluation committee has submitted those scores to the UCRC.

(7) The deliberations of the evaluation committee will be held in private.

UCRC-207 Best and final offers.

(1) The best and final offer process described in this section:

(a) may be used only in a request for proposals process; and

(2) Subject to Subsection (3), the UCRC may request best and final offers from responsible offerors:

(a) only with the approval of the Procurement Manager or the Executive Director of the UCRC; and

(b) if:

(i) no single proposal adequately addresses all the specifications stated in the request for proposals;

(ii) all proposals are unclear or deficient in one or more respects;

(iii) all cost proposals exceed the identified budget or the UCRC's available funding; or

(iv) two or more proposals receive an identical evaluation score that is the highest score.

(3) The UCRC may request a best and final offer from, and a best and final offer may be submitted to the UCRC by, only a responsible offeror that has submitted a responsive proposal that meets the minimum mandatory criteria stated in the request for proposals required to be considered in the stage of the procurement process at which best and final offers are being requested.

(4) The best and final offer process may not be used to change:

(a) a determination that an offeror is not responsible to a determination that the offeror is responsible; or

(b) a determination that a proposal is not responsive to a determination that the proposal is responsive.

(5) This Subsection applies if a request for best and final offers is issued due to:

(a) all cost proposals exceeding the identified budget or the UCRC's available funding.

(b) In this case, the UCRC:

(i) may, in the request for best and final offers:

(A) specify the scope of work reductions the UCRC is making in order to generate proposals that are within the identified budget or the UCRC's available funding; or

(B) invite offerors submitting best and final offers to specify the scope of work reductions being made so that the reduced cost proposal is within the identified budget or the UCRC's available funding.

(ii) is not required to accept a scope of work reduction that an offeror has specified in the offeror's best and final offer.

(c) A best and final offer submitted with a reduced cost proposal shall include an itemized list identifying specific reductions in the offeror's proposed scope of work that correspond to the offeror's reduced cost proposal.

(d) A reduction in the scope of work may not:

(i) eliminate a component identified in the request for proposals as a minimum mandatory requirement; or

(ii) alter the nature of the original request for proposals to the extent that a request for proposals for the reduced scope of work would have likely attracted a significantly different set of offerors submitting proposals in response to the request for proposals.

(6) If a request for best and final offers is issued because two or more proposals received an identical evaluation score that is the highest score:

(a) the request may be issued only to offerors who submitted a proposal receiving the highest score; and

(b) an offeror submitting a best and final offer may revise:

(i) the technical aspects of the offeror's proposal;

(ii) the offeror's cost proposal, as provided in Subsection (5); or

(iii) both the technical aspects of the offeror's proposal and, as provided in Subsection (5), the offeror's cost proposal.

(7) In a request for best and final offers, the UCRC shall:

(a) clearly specify:

(i) the issues that the UCRC requests the offerors to address in their best and final offers; and

(ii) how best and final offers will be evaluated and scored in accordance with Section UCRC-206;

(b) establish a deadline for an offeror to submit a best and final offer; and

(c) if applicable, establish a schedule and procedure for conducting discussions with offerors concerning the best and final offers.

(8) In conducting a best and final offer process under this section, the UCRC shall:

(a) maintain confidential the information the UCRC receives from an offeror, including any cost information, until a contract has been awarded or the request for proposals canceled;

(b) ensure that each offeror receives fair and equal treatment; and

(c) safeguard the integrity of the scope of the original request for proposals, except as specifically provided otherwise in this section.

(9) In a best and final offer, an offeror:

(a) may address only the issues described in the request for best and final offers; and

(b) may not correct a material error or deficiency in the offeror's proposal or address any issue not described in the request for best and final offers.

(10) If an offeror fails to submit a best and final offer, the UCRC shall treat the offeror's original proposal as the offeror's best and final offer.

(11) After the deadline for submitting best and final offers has passed, the evaluation committee shall evaluate the best and final offers submitted using the criteria described in the request for proposals.

(12) An offeror may not make and the UCRC may not consider a best and final offer that the UCRC has not requested under this section.

(13) To implement the best and final offer process described in this section, the UCRC may make rules consistent with this section and the other provisions of this policy.

UCRC-208 Award of contract -- Cancellation -- Rejection of proposal.

(1) After the completion of the evaluation and scoring of proposals, the evaluation committee shall submit the proposals' evaluation scores to the Executive Director of the UCRC, other UCRC designees, and its Commissioners for review and final determination of a contract award or an award of multiple contracts.

(2) After reviewing the proposals and evaluation scores the Executive Director of the UCRC, on behalf of the Commission shall:

(a)

(i) award the contract as soon as practicable to the responsible offeror with the responsive proposal receiving the highest total score; or

(ii)

(A) if the Executive Director of the UCRC rejects a proposal, under Subsection (3), from an offeror who would otherwise have been awarded a contract, award the contract to the responsible offeror with the responsive proposal receiving the next highest total score; and

(B) if the Executive Director of the UCRC rejects a proposal, under Subsection (3), from an offeror who would otherwise have been awarded a contract under Subsection (2)(a)(ii)(A), repeat the process described in Subsection (2)(a)(ii)(A) as many times as necessary until a contract is awarded to a responsible offeror whose proposal is not rejected; or

(b) cancel the request for proposals without awarding a contract.

- (3) The Executive Director of the UCRC may reject a proposal if:
- (a) the offeror who submitted the proposal:
 - (i) is not responsible;
 - (ii) is in violation of a provision of this policy;
 - (iii) has engaged in unethical conduct; or
 - (iv) fails to sign a contract within:
 - (A) The time specified in the solicitation; or
 - (B) 90 days after the contract award, if no time is specified in the solicitation; or
 - (C) a time authorized in writing by the Executive Director of the UCRC;
 - (b) there is a change in the offeror's circumstances that, if the change had been known at the time the offeror's proposal was evaluated, would have caused the proposal not to have received the highest score; or
 - (c) the proposal:
 - (i) is not responsive; or
 - (ii) does not meet the mandatory minimum requirements, evaluation criteria, or applicable score thresholds stated in the solicitation.
- (4) The Executive Director of the UCRC who rejects a proposal under Subsection (3) shall:
- (a) make a written finding, stating the reasons for the rejection; and
 - (b) provide a copy of the written finding to the offeror whose proposal is rejected.
- (5) If the UCRC cancels a request for proposals without awarding a contract, the UCRC shall make available for public inspection a written justification for the cancellation.

UCRC-209 Publication of award.

- (1) The UCRC shall, on the next business day after the award of a contract is announced, make available to each offeror and to the public via its website a written statement that includes:
- (a) the name of the offeror to which the contract is awarded;

Part 3
Exceptions to Procurement Requirements

UCRC-301 Title.

This part is known as "Exceptions to Procurement Requirements."

UCRC-302 Extension of a contract without engaging in a standard procurement process.

The Procurement Manager or the Executive Director of the UCRC may extend an existing contract without engaging in a standard procurement process:

- (1) for a period of time not to exceed 365 days, if:
- (a) an extension of the contract is necessary to:
 - (i) avoid a lapse in critical activities; or
 - (ii) to mitigate a circumstance that is likely to have a negative impact on public health, safety, welfare, or property; and
 - (b) if there are extenuating circumstances such as:

- (i) the UCRC is engaged in a standard procurement process
 - (A) for a procurement item that is the subject of the contract being extended; and
 - (B) the standard procurement process is delayed due to an unintentional error;
- (ii) a change in an industry standard requires one or more significant changes to specifications for the procurement item; or
- (iii) an extension is necessary:
 - (A) to prevent the loss of federal funds;
 - (B) to mitigate the effects of a delay of a state or federal appropriation;
 - (C) to enable the UCRC to continue to receive a procurement item during a delay in the implementation of a contract awarded pursuant to a procurement that has already been conducted; or
 - (D) to enable the UCRC to continue to receive a procurement item during a period of time during which negotiations with a vendor under a new contract for the procurement item are being conducted;
- (2) for the period of an appeal, or court action, if the appeal, or court action is the reason for delaying the award of a new contract; or
- (3) for a period of time exceeding 365 days, if, after consulting with the UCRC's Commissioners, the Procurement Manager or Executive Director of the UCRC determines in writing that the contract extension does not violate state or federal antitrust laws and is consistent with the purpose of ensuring the fair and equitable treatment of all persons who deal with the procurement system.

Part 4

Cancellations, Rejections, and Debarment

UCRC-401 Title.

This part is known as "Cancellations, Rejections, and Debarment."

UCRC-402 Cancellation and rejection of bids and proposals.

- (1) The UCRC may cancel an invitation for bids, a request for proposals, or other solicitation or reject any or all bids or proposal responses, in whole or in part, as may be specified in the solicitation, when it is in the best interests of the UCRC.
- (2) The reasons for a cancellation or rejection described in Subsection (1) shall be made part of the contract file.

UCRC-403 Determination of non-responsibility.

- (1) A determination of non-responsibility of a person made by the UCRC shall be made in writing.
- (2) A person's unreasonable failure to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to the person.

Part 5

Contracts and Change Orders

UCRC-501 Title.

This part is known as “Contracts and Change Orders.”

UCRC-502 Certain indemnification provisions forbidden -- Exceptions.

(1) A contract, including an amendment to an existing contract, entered into under this policy may require that a professional indemnify another person for whom the professional has direct or indirect control or responsibility from liability claims that arise out of the professional’s negligent act, wrongful act, error or omission, or other liability imposed by law.

(2) The UCRC will not indemnify or hold harmless any contractor or any other person responsible for performance under a contract from liability claims that arise out of a contractor’s or person’s negligent act, wrongful act, error or omission, or other liability imposed by law.(3) Subsection (2) may not be waived by contract.

UCRC-503 Multiyear contracts.

(1) Except as provided in Subsection (7), the UCRC may enter into a multiyear contract resulting from an invitation for bids or a request for proposals, if:

(a) the Procurement Manager determines, in the discretion of the Procurement Manager, that entering into a multiyear contract is in the best interest of the UCRC; and

(b) the invitation for bids or request for proposals:

(i) states the term of the contract, including all possible renewals of the contract;

(ii) states the conditions for renewal of the contract; and

(iii) includes the provisions of Subsections (3) through (5) that are applicable to the contract.

(2) In making the determination described in Subsection (1)(a), the Procurement Manager shall consider whether entering into a multiyear contract will:

(a) result in significant savings to the UCRC, including:

(i) reduction of the administrative burden in procuring, negotiating, or administering contracts;

(ii) continuity in operations of the UCRC; or

(iii) the ability to obtain a volume or term discount;

(b) encourage participation by a person who might not otherwise be willing or able to compete for a shorter-term contract; or

(c) provide an incentive for a bidder or offeror to improve productivity through capital investment or better technology.

(3) The determination described in Subsection (1)(a)

(a) is discretionary and is not required to be in writing or otherwise recorded.

(b) Except as provided in Subsections (4) and (5), notwithstanding any provision of an invitation for bids, a request for proposals, or a contract to the contrary, a multiyear contract, including a contract that was awarded outside of an invitation for bids or request for proposals process, may not continue or be renewed for any year after the first year of the multiyear contract if adequate funds are not appropriated or otherwise available to continue or renew the contract.

(4) A multiyear contract that is funded solely by federal funds may be continued or renewed for any year after the first year of the multiyear contract if:

(a) adequate funds to continue or renew the contract have not been, but are expected to be appropriated by, and received from, the federal government;

- (b) continuation or renewal of the contract before the money is appropriated or received is permitted by the federal government; and
 - (c) the contract states that it may be cancelled or suspended, without penalty, if the anticipated federal funds are not appropriated or received.
- (5) A multiyear contract that is funded in part by federal funds may be continued or renewed for any year after the first year of the multiyear contract if:
- (a) the portion of the contract that is to be funded by funds of the UCRC are appropriated;
 - (b) adequate federal funds to continue or renew the contract have not been, but are expected to be, appropriated by, and received from, the federal government;
 - (c) continuation or renewal of the contract before the federal money is appropriated or received is permitted by the federal government; and
 - (d) the contract states that it may be cancelled or suspended, without penalty, if the anticipated federal funds are not appropriated or received.
- (6) The UCRC may not continue or renew a multiyear contract after the end of the multiyear contract term or the renewal periods described in the contract, unless the UCRC engages in a new standard procurement process or complies with an exception, described in this policy, to using a standard procurement process.
- (7) A multiyear contract, including any renewal periods, may not exceed a period of five years, unless:
- (a) the Procurement Manager determines, in writing, that:
 - (i) a longer period is necessary in order to obtain the procurement item;
 - (ii) a longer period is customary according to industry standards; or
 - (iii) a longer period is in the best interest of the UCRC; and
 - (b) the written determination described in Subsection (7)(a) is included in the file relating to the procurement.

UCRC-504 Multiple award contracts.

- (1) Through a standard procurement process, the UCRC
- (a) may enter into multiple award contracts with multiple persons or firms.
 - (b) may make rules, consistent with this section, regulating the use of multiple award contracts.
- (2) Multiple award contracts may be in the UCRC's best interest if award to two or more bidders or offerors for similar procurement items is needed or desired for adequate delivery, service, availability, or product compatibility.
- (3) If the UCRC enters into multiple award contracts under this section, it shall:
- (a) exercise care to protect and promote competition among bidders or offerors when seeking to enter into multiple award contracts;
 - (b) name all eligible entities or types of companies/vendors possible for multiple award contracts in the invitation for bids or request for proposals; and
 - (c) if the UCRC anticipates entering into multiple award contracts before issuing the invitation for bids or request for proposals, state in the invitation for bids or request for proposals that the UCRC may enter into multiple award contracts at the end of the procurement process.
- (4) If the UCRC enters into multiple award contracts under this section, it shall:
- (a) obtain, under the multiple award contracts, all of its normal, recurring requirements for the procurement items that are the subject of the contracts until the contracts terminate; and
 - (b) reserve the right to obtain the procurement items described in Subsection (4)(a) separately from the contracts if:
 - (i) there is a need to obtain a quantity of the procurement items that exceeds the amount specified in the contracts; or

- (ii) the Procurement Manager makes a written finding that the procurement items available under the contract will not effectively or efficiently meet a nonrecurring special need of the UCRC.
- (5) The UCRC may make rules to further regulate a procurement under this section.

UCRC-505 Rules and regulations to determine allowable incurred costs -- Required information.

- (1) The UCRC may,
 - (a) establish the cost principles to be included in a cost-reimbursement contract to determine incurred costs for the purpose of calculating a reimbursement.
 - (b) The cost principles established by rule under Subsection (1)(a) may be modified, by contract, if the Procurement Manager or the Executive Director of the UCRC approves the modification in writing and filed in accordance with UCRC-602(3).
- (2) Except as provided in Subsection (5), a person who seeks to be, or is, a party in a cost-based contract with the UCRC shall:
 - (a) submit cost or pricing data relating to determining the cost or pricing amount; and
 - (b) certify that, to the best of the contractor's knowledge and belief, the cost or pricing data submitted is accurate and complete as of the date specified by the UCRC.
- (3) The Procurement Manager shall ensure that the date specified under Subsection (2)(b) is before:
 - (a) the pricing of any contract awarded by a standard procurement process or pursuant to a sole source procurement, if the total contract price is expected to exceed an amount established by rule made by the UCRC; or
 - (b) the pricing of any change order that is expected to exceed an amount established by rule made by the UCRC.
- (4) A contract or change order that requires a certification described in Subsection (2) shall include a provision that the price to the UCRC, including profit or fee, shall be adjusted to exclude any significant sums by which the UCRC finds that the price was increased because the contractor provided cost or pricing data that was inaccurate, incomplete, or not current as of the date specified by the Procurement Manager.
- (5) The UCRC is not required to comply with Subsection (2) if:
 - (a) the contract price is based on adequate price competition;
 - (b) the contract price is based on established catalogue prices or market prices;
 - (c) the contract price is set by law or rule; or
 - (d) the procurement states, in writing:
 - (i) that, in accordance with rules made by the UCRC, the requirements of Subsection (2) may be waived; and
 - (ii) the reasons for the waiver.

UCRC-506 Auditing of books of contractor or subcontractor.

- (1) A Procurement Manager or an audit entity under contract with the UCRC may audit the books and records of a contractor or subcontractor.
- (2) An audit under Subsection (1):
 - (a) is limited to the books and records that relate to the applicable contract or subcontract; and
 - (b) may occur only at a reasonable time and place.
- (3) A contractor shall maintain all books and records relating to a contract for six years after the day on which the contractor receives the final payment under the contract, or until all audits initiated under this section within the six-year period have been completed, whichever is later.
- (4) Except as otherwise required by law, a subcontractor shall maintain all books and records relating to a

subcontract for six years after the day on which the subcontractor receives the final payment under the subcontract, or until all audits initiated under this section within the six-year period have been completed, whichever is later.

UCRC-507 Change in contract price.

A contractor may:

- (1) increase the contract price only in accordance with the terms of the contract; and
- (2) lower the contract price at any time during the time a contract is in effect.

UCRC-508 Contract provisions for damages and penalties.

The UCRC may include in a contract terms that provide for:

- (1) payment of damages, including liquidated damages; or
- (2) penalties.

**Part 6
Records**

UCRC-601 Title.

This part is known as "Records."

UCRC-602 Records -- Retention.

- (1) All procurement records shall be retained and disposed of in accordance with the UCRC's document management protocols.
- (2) Written determinations required by this policy shall be retained in the appropriate official contract file by the UCRC and its Procurement Manager.
- (3) The UCRC shall keep written records of procurements for all expenses for all procurements, for the longer of:
 - (a) six years; or
 - (b) the time otherwise required by law
- (4) The written record described in Subsection (3) shall include:
 - (a) a description of the procurement item;
 - (b) the date of the procurement; and
 - (c) the expenditure made for the procurement.

UCRC-603 Record of contracts made.

The Procurement Manager shall maintain a record of all contracts made. The record shall contain each contractor's name, the amount and type of each contract, and a listing of the procurement items to which the contract relates.

UCRC-604 Procurement Manager’s collection of information on procurement items.

(1) To the extent possible, the Procurement Manager may collect information concerning the type, cost, quality, and quantity of commonly used procurement items procured or used by the UCRC.

(2) The Procurement Manager may make the information described in Subsection (1) available to any UCRC staff member, UCRC advisors, or Commissioners upon request.

**Part 7
Unlawful Conduct and Penalties**

UCRC-701 Title.

This part is known as “Unlawful Conduct and Penalties.”

UCRC-702 Definitions.

As used in this part:

(1) “Contribution”:

(a) means a voluntary gift or donation of money, service, or anything else of value, to the UCRC for the UCRC’s use and not for the primary use of an individual employed by the UCRC; and

(b) includes:

(i) a philanthropic donation;

(ii) admission to a seminar, vendor fair, charitable event, fundraising event, or similar event that relates to the function of the UCRC;

(iii) the purchase of a booth or other display space at an event sponsored by the UCRC or a group of which the UCRC is a member; and

(iv) the sponsorship of an event that is organized by the UCRC.

(2) “Executive Director” means the Executive Director of the UCRC.

(3) “Family member” means a father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

(4) “Gratuity”:

(a) means anything of value given:

(i) without anything provided in exchange; or

(ii) in excess of the market value of that which is provided in exchange;

(b) includes:

(i) a gift or favor;

(ii) money;

(iii) a loan at an interest rate below the market rate or with terms that are more advantageous to the borrower than terms offered generally on the market;

(iv) anything of value provided with an award, other than a certificate, plaque, or trophy;

(v) employment;

(vi) admission to an event;

(vii) a meal valued at more than \$50, lodging, or travel;

(viii) entertainment for which a charge is normally made; and

(ix) a raffle, drawing for a prize, or lottery; and

- (c) does not include:
 - (i) an item, including a meal in association with a training seminar, that is:
 - (A) included in a contract or grant; or
 - (B) provided in the proper performance of a requirement of a contract or grant;
 - (ii) an item requested to evaluate properly the award of a contract or grant;
 - (iii) a rebate, coupon, discount, airline travel award, dividend, or other offering included in the price of a procurement item;
 - (iv) a meal provided by an organization or association, including a professional or educational association, an association of vendors, or an association composed of public agencies or public entities, that does not, as an organization or association, respond to solicitations;
 - (v) a product sample submitted to the UCRC to assist in the evaluation of solicitations;
 - (vi) an item generally available to the public; or
 - (vii) anything of value that one public agency provides to another public agency.
- (5) "Hospitality gift":
 - (a) means a token gift of minimal value, including a pen, pencil, stationery, toy, pin, trinket, snack, beverage, or appetizer, given for promotional or hospitality purposes; and
 - (b) does not include money, a meal, admission to an event for which a charge is normally made, entertainment for which a charge is normally made, travel, or lodging.
- (6) "Kickback":
 - (a) means a negotiated bribe provided in connection with a procurement or the administration of a contract or grant; and
 - (b) does not include anything listed in Subsection (4)(c).
- (7) "Procurement" has the same meaning as defined in Section UCRC-103, but also includes the awarding of a grant.
- (8) "Procurement Manager":
 - (a) means an individual who is an employee, and not an independent contractor, of the UCRC, and who, by title or primary responsibility:
 - (i) has procurement decision-making authority; and
 - (ii) is assigned to be engaged in, or is engaged in:
 - (A) the procurement process; or
 - (B) the process of administering a contract or grant, including enforcing contract or grant compliance, approving contract or grant payments, or approving contract or grant change orders or amendments;
 - (b) excludes:
 - (i) any individual who, by title or primary responsibility, does not have procurement decision-making authority.

UCRC-703 Applicability.

- (1) The Procurement Manager and the UCRC staff are subject to this part at all times during:
 - (a) the procurement process; and
 - (b) the administration of a contract or grant.
- (2) Commissioners and the evaluation committee are subject to this part during:
 - (a) the procurement process.
- (3) This part does not apply to:
 - (b) any individual other than the Procurement Manager, the UCRC staff, the evaluation committee and Commissioners.

UCRC-704 Unlawful conduct -- Exceptions -- Classification of offenses.

(1)

(a) It is unlawful for a person who has or is seeking a contract with or a grant from the UCRC knowingly to give, or offer, promise, or pledge to give, a gratuity or kickback to:

- (i) the UCRC staff and Commissioners;
- (ii) a Procurement Manager or evaluation committee member; or
- (iii) an individual who the person knows is a family member of an individual described in Subsection (1)(a)(i) or (1)(a)(ii).

(b) A person is not guilty of unlawful conduct under Subsection (1)(a) for:

(i) giving or offering, promising, or pledging to give a contribution unless done with the intent to induce the UCRC, in exchange, to:

- (A) award a contract or grant;
- (B) make a procurement decision; or
- (C) take an action relating to the administration of a contract or grant; or

(ii) giving or offering, promising, or pledging to give something of value to the Procurement Manager, unless done with the intent to induce the UCRC, in exchange, to:

- (A) award a contract or grant;
- (B) make a procurement decision; or
- (C) take an action relating to the administration of a contract or grant.

(2)

(a) It is unlawful for a Procurement Manager or a family member to knowingly receive or accept, offer or agree to receive or accept, or ask for a promise or pledge of, a gratuity or kickback from a person who has or is seeking a contract with or a grant from the UCRC.

(b) An individual is not guilty of unlawful conduct under Subsection (2)(a) for receiving or accepting, offering or agreeing to receive or accept, or asking for a promise or pledge of a contribution on behalf of the UCRC, unless done with the intent that the UCRC, in exchange:

- (i) award a contract or grant;
- (ii) make a procurement decision; or
- (iii) take an action relating to the administration of a contract or grant.

(3) Notwithstanding Subsections (1) and (2), it is not unlawful for a person to give or receive, offer to give or receive, or promise or pledge to give or ask for a promise or pledge of, a hospitality gift, if:

- (a) the total value of the hospitality gift is less than \$10; and
- (b) the aggregate value of all hospitality gifts from the person to the recipient in a calendar year is less than \$50.

(4) A person who engages in the conduct made unlawful under Subsection (1) or (2) is guilty of:

- (a) a second degree felony, if the total value of the gratuity or kickback is \$1,000 or more;
 - (b) a third degree felony, if the total value of the gratuity or kickback is \$250 or more but less than \$1,000;
 - (c) a class A misdemeanor, if the total value of the gratuity or kickback is \$100 or more but less than \$250;
- and
- (d) a class B misdemeanor, if the total value of the gratuity or kickback is more than \$50 but less than \$100.

(5) The criminal sanctions described in Subsection (4) do not preclude the imposition of other penalties for conduct made unlawful under this part, in accordance with other applicable law, including:

- (a) dismissal from employment or other disciplinary action;
- (b) requiring the employee to return the value of the unlawful gratuity or kickback; and
- (d) any other civil penalty provided by law.

UCRC-705 Dividing a procurement to avoid using a standard procurement process.

(1) It is unlawful for a person knowingly to divide a single procurement into multiple smaller procurements if dividing the single procurement:

- (a) is done with the intent to avoid the use of a standard procurement process that would have otherwise been required if the procurement had not been divided; or
- (b) is otherwise prohibited by this policy.

(2) A violation of Subsection (1) is:

- (a) a second degree felony, if the value of the procurement before being divided is \$1,000,000 or more;
- (b) a third degree felony, if the value of the procurement before being divided is \$250,000 or more but less than \$1,000,000;
- (c) a class A misdemeanor, if the value of the procurement before being divided is \$100,000 or more but less than \$250,000; or
- (d) a class B misdemeanor, if the value of the procurement before being divided is less than \$100,000.

UCRC-706 Improper action against an employee involved in the procurement process.

(1) It is unlawful for a person to:

- (a) knowingly threaten to make a false allegation against an employee of the UCRC, or knowingly threaten to take a menacing or intimidating action against an employee, with the intent to:
 - (i) prevent the employee from performing a duty or responsibility that the employee has under this policy;
 - (ii) influence the employee to award a contract under this policy to the person or take other action under this policy in favor of the person; or
 - (iii) retaliate against the employee for:
 - (A) not awarding a contract under this policy to the person;
 - (B) issuing a decision or taking an action under this policy that is adverse to the person; or
 - (C) performing a duty or responsibility the employee has under this policy.

(b) A violation of Subsection (1)(a) is a class A misdemeanor.

(2) It is unlawful for a person to:

- (a) knowingly make a false allegation against an employee of the UCRC, or knowingly take a menacing or intimidating action against an employee, with the intent to:
 - (i) prevent the employee from performing a duty or responsibility that the employee has under this policy;
 - (ii) influence the employee to award a contract under this policy to the person or take other action under this policy in favor of the person; or
 - (iii) retaliate against the employee for:
 - (A) not awarding a contract under this policy to the person;
 - (B) issuing a decision or taking an action under this policy that is adverse to the person; or
 - (C) performing a duty or responsibility the employee has under this policy.

(b) A violation of Subsection (2)(a) is a third degree felony.

UCRC-707 Discretion to declare contract or grant void -- Limitations.

(1) Subject to Subsection (2), the UCRC staff and Commissioners that award a contract or grant to a person or contractor who engages in conduct made unlawful under this part may, in the sole discretion of the UCRC staff

and Commissioners, declare the contract or grant to be void and unenforceable, unless:

- (a) the contract or grant relates to the issuance of a bond or other obligation and the bond has been issued or obligation incurred; or
 - (b) a third party has substantially changed its position in reliance upon the contract or grant.
- (2) Declaring a contract or grant void under Subsection (1) does not affect the obligation of the UCRC to pay for a contractor's proper performance completed under the contract or grant or the value the contractor provides to the UCRC under the contract or grant before the contract or grant is declared void.

UCRC-708 Authority of UCRC with respect to evaluation committee.

Nothing in this part restricts the UCRC from:

- (1) requiring an evaluation committee member to disclose a conflict of interest; or
- (2) removing an evaluation committee member for having a conflict of interest.

UCRC-709 Duty to report unlawful conduct.

(1) As used in this section, "unlawful conduct" means:

- (a) conduct made unlawful under this part; or
- (b) conduct, including bid rigging, improperly steering a contract to a favored vendor, exercising undue influence on an individual involved in the procurement process, or participating in collusion or other anticompetitive practices, made unlawful under other applicable law.

(2)

(a) A Procurement Manager with actual knowledge that a person has engaged in unlawful conduct shall report the person's unlawful conduct to:

- (i) the UCRC Executive Director; or
- (ii) the UCRC staff, Commissioners, or a Commissioner.

(b) An individual not subject to the requirement of Subsection (2)(a) who has actual knowledge that a person has engaged in unlawful conduct may report the person's unlawful conduct to:

- (i) the UCRC Executive Director; or
- (ii) the UCRC's staff, Commissioners, or a Commissioner.

(3) A Procurement Manager who fails to comply with the requirement of Subsection (2)(a) is subject to any applicable disciplinary action.