



REQUEST FOR QUALIFICATIONS (RFQ)

RFQ 2026-04

Engineering Consulting Services

for the

Upper Snake River Basin WaterSMART Basin Study

Issued August 5, 2026

SOQ submittals due September 17, 2026

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1.0 INTRODUCTION

The Idaho Water Resource Board (IWRB) is seeking a qualified engineering consultant to assist the IWRB with the Upper Snake River Basin WaterSMART Basin Study (Basin Study). The Basin Study will assess current and future water supply and demand conditions in the Upper Snake River Basin. It will identify management strategies to address basin-wide water supply and demand imbalances. The Consultant will assist the IWRB throughout the duration of the Basin Study.

1.1 Acronyms, Abbreviations, and Definitions

RFQ:	Request for Qualification
SOQ:	Statement of Qualification
IWRB:	Idaho Water Resource Board
Reclamation:	United States Bureau of Reclamation
ESPA:	Eastern Snake Plain Aquifer
ESPAM:	Eastern Snake Plain Aquifer Model (version 2.2)
Consultant:	The firm selected through this RFQ process that will be contracted with IWRB to provide professional engineering and technical services as described in this solicitation.
Respondent:	The firm submitting an SOQ which is authorized to legally commit to a binding contract(s).
Basin Study:	Upper Snake River Basin WaterSMART Basin Study
POS:	Plan of Study
USRB:	Upper Snake River Basin
MOA:	Memorandum of Agreement
IDWR:	Idaho Department of Water Resources 322 E Front Street, Suite 648 Boise, ID 83702

1.2 Administrative Information

RFQ Title:	Engineering Consulting Services for the Upper Snake River Basin WaterSMART Basin Study
Description:	The IWRB is seeking a qualified engineering consultant to assist with the Upper Snake River Basin WaterSMART Basin Study.
RFQ Lead:	Glyn Roberts, Purchasing Agent
RFQ Issue Date:	August 5, 2026

Informational Meeting:	August 19, 2026, at 2:00 p.m. MT
In-Person Meeting Location:	IDWR 6 th Floor Conference Room 602C
Virtual Meeting Information:	MS Teams on your computer: Meeting ID: 276 960 606 194 986 Passcode: Fd9Bb9Cm Join with video conferencing device: idahogov@m.webex.com Video Conference ID: 112 041 105 1 Or call in (audio only) +1 208-985-2810 Conference ID: 531 791 810# idwr.purchasing@idwr.idaho.gov
Submit RFQ Questions to:	
RFQ Questions Deadline:	August 24, 2026
Addendum Issued:	August 28, 2026
SOQ Submission Deadline:	September 17, 2026, at 4:00 p.m. MT
SOQ Submittal Location:	IDWR Procurement Attn: Glyn Roberts RFQ 2026-04 322 E Front Street, Suite 648 Boise, ID 83702
SOQ Public Opening:	September 17, 2026, at 4:05 p.m. MT in IDWR Conference Room 549F
Shortlist Announcement:	October 7, 2026
Shortlisted Respondent Interviews:	Weeks of October 12 and October 19, 2026
Selection/Negotiations:	Week of October 26, 2026
Term of Contract	Five Years

2.0 DESCRIPTION OF PROJECT

2.1 Purpose

The IWRB seeks SOQs from engineering consultants with demonstrated expertise facilitating stakeholder communication, conducting all aspects of technical studies that could be involved in a Basin Study or similar investigation, writing technical reports, performing trade-off analyses, working with Reclamation on large investigations or projects, and other tasks associated with conducting a Reclamation WaterSMART Program Basin Study.

The purpose of this solicitation is to obtain professional services to assist the IWRB in the completion of the Upper Snake River Basin Study in conjunction with Reclamation. The Consultant will perform technical analyses as well as act as project manager and primary point of communication for all parties involved in the Basin Study.

2.2 Background Information

The USBR in southeastern Idaho includes the mainstem Snake River and all tributary basins upstream of Milner Dam, as well as the entirety of the ESPA to its western terminus at King Hill (Figure 1). The USBR includes complex interactions between surface water diversions, the ESPA, and an extensive network of canals, laterals, wells, and storage reservoirs. However, improved efficiency and increased groundwater pumping have reduced incidental recharge, leading to declining aquifer levels and discharge from groundwater springs. The IWRB and its partners have developed diverse mitigation strategies to manage Idaho's water resources to preserve existing water rights and enable economic growth for the future. Existing programs have slowed aquifer decline but are insufficient to fully resolve current and long-term supply-demand imbalances, underscoring the need for further evaluation of existing management strategies and storage opportunities. To achieve this, the IWRB, in conjunction with Reclamation, submitted a proposal for a USBR Basin Study through Reclamation's WaterSMART program on March 5, 2026. The IWRB received notice that the proposal was selected for completion of a Plan of Study on June 3, 2026.

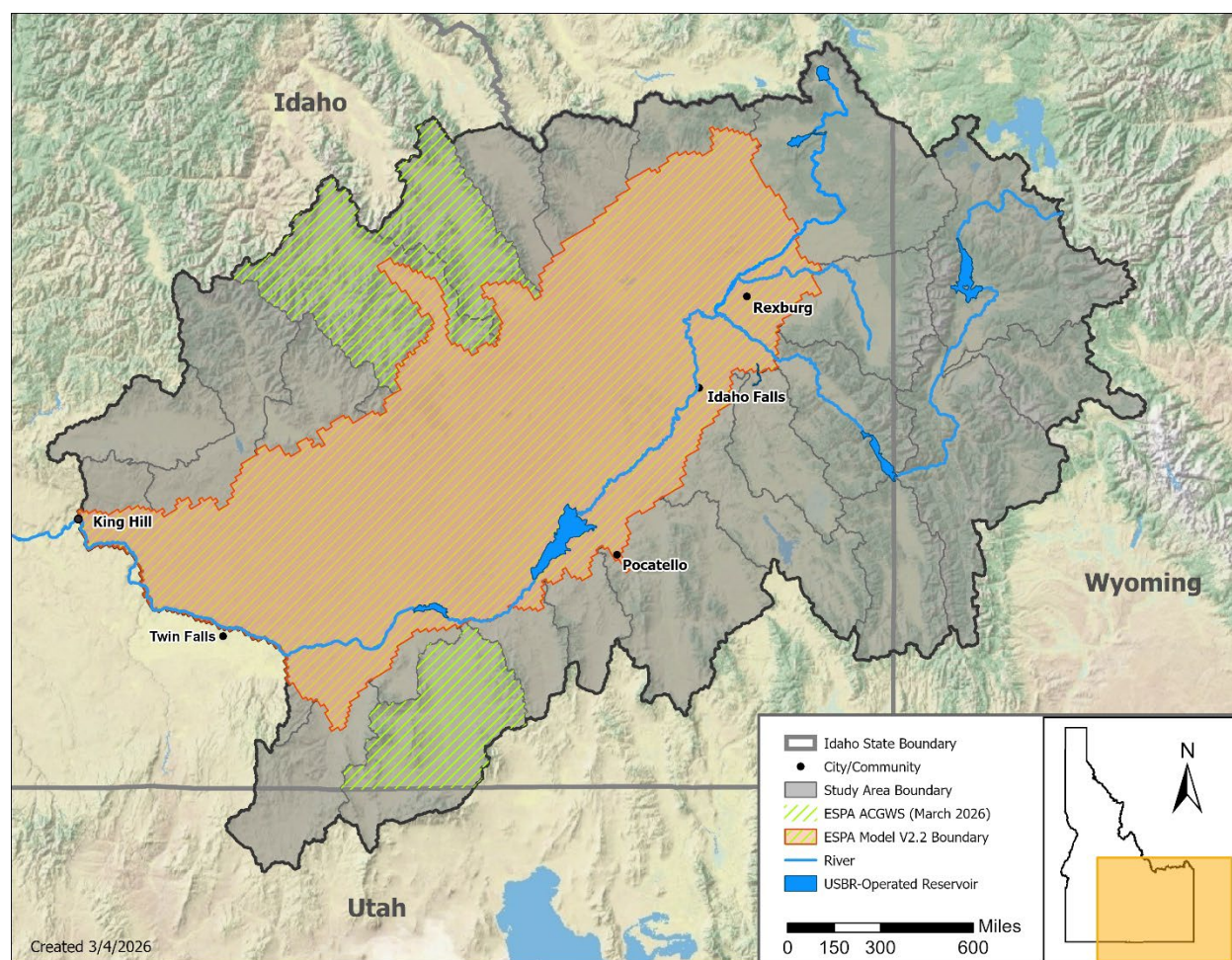


Figure 1. Location of Basin Study area

The Basin Study will use existing technical resources, including Reclamation's RiverWare water management model, ESPAM, Idaho's water rights accounting systems, as well as existing

reports and analyses. Important technical aspects of the Basin Study will also include developing modeling scenarios with their associated datasets, modeling potential solutions utilizing the existing models, trade-off analyses, and developing the Final Basin Study Report.

The Basin Study will provide a foundation for Idaho's future planning, investment, and development decisions. It aims to provide a greater understanding of Idaho's future water scenarios amidst changing environmental conditions and will inform actions to address long-term imbalances.

2.3 Informational Meeting

A non-mandatory informational meeting will be held at the location and time as indicated in Section 1.2 of this RFQ. This will be your opportunity to ask questions. All interested parties are invited to attend in person. Oral answers given during the presentation will be considered unofficial and will not be binding to the State. Conference attendance is at the participant's own expense. If you are unable to attend in person, a web conference link can be found in Section 1.2 of this RFQ.

2.4 Questions

Questions or other correspondence must be submitted in writing to the RFQ Lead. Questions must be received on or before the date listed in the RFQ Administrative Information.

- Written questions must be submitted using Attachment B. IDWR will issue any response to written questions regarding the procurement via a written addendum to the RFQ.
- Verbal communication with IDWR staff shall not be construed as binding or contractual.

2.5 Addenda

All formal questions received will be responded to in writing and will result in the issuance of addenda, as deemed appropriate or necessary. Respondents are responsible for checking for addenda prior to submitting their SOQ.

All addenda to this solicitation will be posted and available for downloading on the IDWR Solicitations website:

<https://idwr.idaho.gov/solicitations/>

3.0 REQUIRED SERVICES AND RESPONSIBILITIES

3.1 Services Required of Consultant

Responsibilities regarding work needed to complete the Basin Study will be finalized through development of the POS. The consultant will be the primary entity for completing work designated as an IWRB responsibility. The tasks anticipated to fall within the IWRB's responsibilities, either solely or jointly with Reclamation, are derived from the [Reclamation Manual Directives and Standards, WTR 13-01](https://www.usbr.gov/recman/wtr/wtr13-01.pdf) (<https://www.usbr.gov/recman/wtr/wtr13-01.pdf>), and include the following:

- A. Developing a POS between the IWRB and Reclamation. The POS will serve as a project management plan for Reclamation and IWRB. The POS will include:

1. Basin Study management structure;
 2. Decision-making process;
 3. Roles and responsibilities;
 4. Basin Study team coordination;
 5. The methodologies that will be used for technical analysis;
 6. Schedule and cost control;
 7. Deliverables and project documentation requirements;
 8. Description of how the Basin Study will be reviewed, including reporting requirements.
- B. Developing a Technical Sufficiency Review Plan. The Technical Sufficiency Review Plan will outline the approach and method for reviewing the technical information, data, models, analyses, and conclusions of a Basin Study. The plan must be attached as part of the POS and must include:
1. The timing of the review;
 2. What aspects of the Basin Study will be reviewed (the scope of the review);
 3. How the review will be conducted;
 4. The anticipated number of reviewers; and
 5. A plan for selecting the reviewers.
- C. Developing a Communication and Outreach Plan. Reclamation and IWRB will develop a Communication and Outreach Plan to effectively maintain communication with all interested Basin Study stakeholders and the public to provide, seek, and receive information regarding the Basin Study throughout the process. The Communication and Outreach Plan must be attached to the POS and identify the steps that will be taken to:
1. Develop a website for the Basin Study that is managed by either Reclamation or the IWRB, or use an existing website to share information about the Basin Study;
 2. Distribute contact information for Reclamation staff and IWRB conducting the Basin Study to interested stakeholders;
 3. Develop and distribute news/press releases as appropriate;
 4. Establish a mailing list to ensure all interested stakeholders and the public receive updates on the Basin Study;
 5. Use social media to share information about the Basin Study; and
 6. Hold public meetings at strategic points throughout the Basin Study.
- D. Assist in the preparation of the MOA. Reclamation will prepare the MOA with the IWRB and serve as the point of contact for Basin Study implementation in accordance with the agreements. The MOA and all attachments (i.e., POS, Technical Sufficiency Review Plan, and Communication and Outreach Plan) must be submitted to the Reclamation Program Coordinator for review prior to signing the MOA. The terms and conditions in the MOA include but are not limited to:

1. A description of the anticipated scope of the study, including geographic area, the problems or needs that the study will address, and the objectives of the Basin Study;
 2. The anticipated schedule and performance period for each phase; and
 3. The general responsibilities of Reclamation, the IWRB, and other stakeholders.
- E. Conducting a Basin Study. The Basin Study shall include, but may not be limited to, the following elements:
1. Projections of future water supply and demand, considering specific impacts resulting from climate change.
 2. Analysis of how existing water and power infrastructure and operations will perform given any current imbalances between water supply and demand and in the face of changing water realities due to climate change (including extreme events such as floods and droughts) and population growth.
 3. Development of appropriate adaptation and mitigation strategies to meet current and future water demands.
 4. A quantitative or qualitative trade-off analysis of the adaptation and mitigation strategies identified. Such analysis will examine all proposed strategies in terms of their ability to meet the Basin Study objectives, the extent to which they minimize imbalances between water supply and demand and address the possible impacts of climate change, the level of stakeholder support, the relative cost (when available), the potential environmental impacts, or other attributes common to the strategies.
- F. Developing Basin Study Performance Reports. Basin Study Performance Reports must provide information on the accomplishments to date and the progress toward the completion of the Basin Study, including information regarding the status of work on the four required elements.
- G. Technical Sufficiency Review. The technical sufficiency review must be completed to ensure that technical information, data, models, analyses, and conclusions resulting from a Basin Study are technically supported and defensible.
- H. Review and Finalization of the Basin Study. Reclamation and IWRB will coordinate to determine the level of detail that is necessary to sufficiently address the four required elements of a basin study listed in Section 3.1E.1-4, including the assumptions, models, processes, and data used in the Basin Study, and to describe Basin Study partner involvement, the results, findings, and conclusions of the Basin Study. All final reports must include the following: hydrologic projections of water supply and demand, an analysis of how existing water and power infrastructure and operations will perform in the face of changing water realities, development of adaptation and mitigation strategies, an analysis of adaptation and mitigation strategies, and a disclaimer.
- I. Coordination and Facilitation. The Consultant will be accountable for coordination between IWRB and Reclamation plus facilitating public meetings throughout the Basin Study Process. This will include, but is not limited to, organizing meetings,

documenting and summarizing public meetings, and managing and tracking input from stakeholders.

- J. Project Management. The Consultant will track all aspects of the project including project scope, timeline, resources and data required, project requirements, and budget. The Consultant will provide project updates and status reports during IWRB meetings upon request.

3.2 Roles and Responsibilities

3.2.1 Consultant Roles and Responsibilities

The Consultant's general responsibilities will include:

- Project Management
- Coordinating and facilitating meetings with the IWRB, Reclamation, and stakeholders.
- Providing formal presentations and/or progress reports during regularly scheduled IWRB meetings.
- Providing technical support for development of various analyses and associated data sets required for the Basin Study
- Developing the final report to Reclamation standards.

3.2.2 IWRB Roles and Responsibilities

The IWRB's general responsibilities will include:

- Working with Reclamation and stakeholders to determine the scope of the Basin Study and individual analysis.
- Managing the budget and financing.
- Coordinating with Idaho Department of Water Resources (IDWR) technical staff concerning data and models.
- Submitting the Final Basin Study Report to Reclamation.

4.0 EVALUATION CRITERIA

4.1 Consultant Overview and Experience

- A. Provide an overview of the Consultant.
- B. Provide a discussion of the Respondent's technical capacity, including staffing, specialized expertise, analytical tools, modeling experience, data management proficiencies, and field capabilities that will be used to successfully deliver the Basin Study.
- C. Describe the processes the Respondent will employ to ensure timely delivery of technically sound, defensible work products on budget, and ensure clear communications throughout the process.
- D. Provide a list of similar projects the Consultant has completed including a description and overall results of the project including if the project was on time and on budget. Provide at least two references from projects that have been completed in the last ten years.

4.2 Team Organization and Experience

Describe how the team will be organized. Include the names and roles of each team member.

A. For the Project Manager, please provide the following:

1. A resume describing the Project Manager's qualifications, including relevant experience as a project manager, facilitator, technical consultant, contract manager, and/or contractor. Provide one or two examples with references for projects of similar complexity and scope.
2. Experience managing multidisciplinary teams comprised of team members from different organizations. Provide one or two examples with references for each. These may be the same references used in Section 4.2A.1.
3. Experience facilitating meetings with a variety of stakeholders with divergent viewpoints.
4. List additional relevant licenses or certifications.

B. For each additional key team member, please provide the following:

1. The key team member's role on this project.
2. An explanation of how the team member's knowledge, skills, and experience will allow them to complement, augment, and assist the project manager.
3. List relevant licenses or certifications.

C. Describe how the Consultant will prioritize minimal staff turnover, especially with key members of the team, such as the Project Manager. Describe what actions will be taken to ensure staffing changes do not negatively impact Basin Study success.

4.3 Experience Completing a Basin Study or Collaborating with Reclamation

- A. Provide a summary of the Consultant's experience working with Reclamation on Basin Studies or similar analysis within the last ten years.
- B. Identify the key team member(s) who will assist in completion of the Basin Study. Describe the key team members' experience performing the tasks associated with a Basin Study within the past ten years and provide examples.

4.4 Experience Managing a Diverse Stakeholder Group

Identify the key team member(s) who will assist in facilitating meetings and communication between the IWRB, Reclamation, and various stakeholders. Provide examples in which team member(s) successfully managed stakeholders with varying goals and perspectives.

4.5 Experience Developing Datasets for Predictive Model Scenarios

- A. Identify the key team member(s) who will assist in conducting the analysis required for the Basin Study and the associated datasets. Describe team members' experience with each of the following within the past ten years and provide the list of projects.
1. Conducting technical analysis required for completing the elements described in Section 3.1E.

2. Use of ESPAM.
 3. Use of RiverWare.
 4. Developing data sets and assumptions which reflect current water supply and demand conditions.
 5. Developing data sets and assumptions which reflect predicted future water supply and demand conditions.
- B. Describe the team's process for combatting challenges with predictive modeling, such as incomplete data, complex system interactions, scaling issues, or assumptions and scenario design.

4.6 Experience Writing Technical Reports

Identify the key team member(s) who will assist in writing technical reports. Describe each team member's experience and provide a list of projects.

4.7 Experience Performing Trade-Off Analyses

Identify the key team member(s) who will perform trade-off analyses of identified solutions. Describe each team member's experience and provide a list of projects.

4.8 Project Management and Quality Assurance

Provide a description of the Respondent's project management approach, including procedures for quality assurance and quality control, internal technical review, schedule management, and cost control. Identify how the Respondent ensures consistency, accuracy, and transparency in deliverables.

4.9 Project Approach

Describe the tasks required to complete the Project and provide a narrative explanation of how the Respondent proposes to execute those tasks. The Respondent shall rely on its relevant expertise and experience with similar projects to demonstrate how the proposed approach will effectively and efficiently achieve the Project objectives.

5.0 INSTRUCTIONS TO RESPONDENTS

5.1 Preparation of SOQs

Respondents' SOQ Submittals should conform with the criteria below. Failure to conform with these criteria may result in your submittal package not being considered by the Evaluation Committee.

1. Completion and submission of the following documents in Attachment A:
 - a. Cover Page with the email address of primary contact person
 - b. Certification Regarding Debarment, Suspension, and Other Responsibility Matters
 - c. Signature Page
2. The body of the submission should:
 - a. Be no more than 25 pages long.

- b. Be in a legible font no smaller than 11 points.
 - c. Contain a separate section for Criteria 4.1 through 4.9.
- 3. Include a Table of Contents. This shall be included in the 25-page limit.
- 4. Include contact information for all references cited. These may be included in a separate section but will be counted as part of the 25-page limit.
- 5. Submittal package should include five (5) hard copies and a USB drive containing a PDF of the submittal.

5.2 Submittal

SOQs shall be submitted to and received by IDWR Procurement no later than 4:00 p.m. MT on September 17, 2026. SOQs shall be submitted to:

IDWR Procurement
Attn: Glyn Roberts
RFQ 2026-04
322 E Front Street, Suite 648
Boise, ID 83702

If mailing the SOQ, please allow additional time to ensure the package arrives before the deadline.

SOQs are to be sealed and clearly marked “RFQ 2026-04 Engineering Consulting Services for the Upper Snake River Basin WaterSMART Basin Study” along with the Respondent’s name.

5.3 Appeals

Written objections to qualification procedures must be received by the RFQ Lead, at the SOQ submittal location provided in Section 1.2, at least three (3) business days before the date and time that SOQs are due.

6.0 EVALUATION AND RANKING

6.1 Evaluation Process

The selection committee will review and score SOQs according to the Evaluation Criteria included in Section 4.0. This will determine the top three ranked Respondents with the highest ranked submittal packages. Higher scores will be given to SOQs with more recent and relevant experience.

Criterion Number	Criterion	Points Possible
4.1A	Consultant Overview and Experience: Consultant Overview	15
4.1B	Consultant Overview and Experience: Technical Capability	15
4.1C	Consultant Overview and Experience: Processes	10
4.1D	Consultant Overview and Experience: Similar Projects	15
4.2A	Team Organization and Experience: Project Manager	25
4.2B	Team Organization and Experience: Key Team Members	20
4.2C	Team Organization and Experience: Key Team Members - staff turnover	15
4.3	Experience Collaborating with Bureau of Reclamation	20
4.4	Experience Managing a Diverse Stakeholder Group	15
4.5	Experience Conducting Analysis and Associated Datasets	20
4.6	Experience Writing Technical Reports	5
4.7	Experience Performing Trade-Off Analyses	10
4.8	Project Management and Quality Assurance	10
4.9	Project Approach	5
SUBMITTAL PACKAGE SUBTOTAL:		200
INTERVIEW (IF SELECTED):		200
TOTAL POINTS POSSIBLE:		400

Table 1: Evaluation Criteria

The IWRB will conduct reference checks of the top three respondents. Information obtained from the references will be considered in scoring the interview. Staff currently employed by the Idaho Department of Water Resources and Idaho Water Resource Board Members shall be excluded from being named as a reference by the Respondent.

6.2 Interview Process and Final Ranking

The three top-ranked Respondents will be invited to an interview with the evaluation committee. It is mandatory that the interview team consists of team members listed in Section 4.2.

The total interview process will be 1.5 hours. Each Team will give a 25-minute presentation discussing their Team's approach to completing the Study. Presentation agendas will be sent out to the top three (3) Teams once they have been identified.

The top-ranked Respondent and selection will be determined by the combined points from the SOQ submission and the interview. If the IWRB and top-ranked Respondent are unable to negotiate a satisfactory contract, the IWRB will begin negotiations with the second-ranked Respondent, and so forth.

6.3 Selection

Upon selection, the IWRB will issue a letter of intent. However, final acceptance is contingent upon the successful negotiation of a contract.

The contents of the submittal may be used in a legal contract. Respondents should be aware that the methods and procedures proposed could become contractual obligations.

7.0 IWRB RIGHTS

The issuance of this RFQ does not constitute an assurance by the IWRB that any contract will be entered into by the IWRB, and the IWRB expressly reserves the right to the following:

- Waive any immaterial defect or informality in any response or response procedure.
- Reject any and all SOQs.
- Reissue the RFQ.
- Request additional information and data from any or all Respondents.
- Extend the date for submission of responses.
- Supplement, amend, or otherwise modify the RFQ, and cancel this RFQ with or without the substitution of another RFQ.
- Disqualify any Respondent who fails to provide information or data requested herein or who provides inaccurate or misleading information or data.
- Disqualify any Respondent on the basis of any real or apparent conflict of interest.

By responding to this RFQ, the Respondent agrees that any finding by the IWRB of any fact in dispute as to this RFQ or the responses thereto shall be final and conclusive, except as provided herein.

End RFQ

Attachment A

Cover Page

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Signature Page



COVER PAGE

Company _____

Address _____

Primary Office ☐ Subsidiary Branch or Office ☐ (List below other offices of the firm.)

Contact Name _____

Idaho Professional Engineer License Number and Expiration Date _____

Telephone _____

Fax _____

Email _____

Year Present Firm Established: _____ Annual Gross Receipts: \$ _____

Type of Firm:

Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐

Other _____

Other Firm Offices, if any:



CERTIFICATION REGARDING DEBARMENT SUSPENSION AND OTHER RESPONSIBILITY MATTERS

By signing this document, the Respondent certifies to the best of their knowledge and belief that except as noted on an attached Exception, the Respondent:

- A. Is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Has not within a three-year period preceding this Request for Qualifications been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;
- C. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Has not within a three-year period preceding this application/Request for Qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Request for Qualifications.

NOTE: Exceptions will not necessarily result in denial of award, but will be considered in determining Respondent responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Company Name

Signature of Responsible Party

Date



SIGNATURE PAGE

Originals and copies of the response shall be submitted in accordance with the solicitation documents. This signature page must be submitted with the original signature (ink or electronic) of an individual authorized to bind the submitting Respondent.

NO LIABILITY WILL BE ASSUMED BY THE IDAHO WATER RESOURCE BOARD FOR A RESPONDENT'S FAILURE TO OBTAIN ANY PROPERLY ISSUED SOLICITATION ADDENDUMS IN A TIMELY MANNER FOR USE IN THE RESPONDENT'S RESPONSE TO THIS SOLICITATION.

Submit your response to: Idaho Department of Water Resources
Attn: Glyn Roberts
RFQ 2026-04
322 E Front Street, Suite 648
Boise, ID 83702

This RFQ response is submitted in accordance with all documents and provisions of the specified RFQ Number and Title provided below. By my signature, I accept the terms, conditions, and requirements contained in the solicitation, including, but not limited to, the Idaho Water Resource Board Standard Contract Provisions contained in Attachment C to this solicitation. As the undersigned, I certify I am authorized to sign and submit this response for the named Respondent. I further acknowledge I am responsible for reviewing and acknowledging any addenda that have been issued for this solicitation.

RFQ No: 2026-04 **RFQ Title:** Engineering Consulting Services

RESPONDENT (Company Name) _____

ADDRESS _____

CITY, ST, ZIP _____

PHONE: _____ FAX: _____ FEIN: _____

Email: _____

Signature

Date

Printed Name

Title

RETURN THIS SIGNATURE PAGE WITH YOUR STATEMENT OF QUALIFICATIONS

Attachment B

RFQ Questions

RFQ 2026-04 Questions

Question	RFQ Section	RFQ Page	Question
1			
2			
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Attachment C

STANDARD CONTRACT PROVISIONS IDAHO WATER RESOURCE BOARD

**STANDARD CONTRACT PROVISIONS
IDAHO WATER RESOURCE BOARD**

1. DEFINITIONS

- A. "Board" or "IWRB" shall mean the Idaho Water Resource Board, 322 East Front Street, PO Box 83720, Boise, Idaho 83720-0098, by and through its authorized representatives.
- B. "Contract" shall mean the contract document to which these standard provisions are attached, without respect to the name of the contract document.
- C. "Contract Manager" shall mean that person appointed by the Board to administer this Contract on behalf of the Board and includes, except as otherwise provided in this Contract, an authorized representative of the Contract Manager acting within the limits of his authority.
- D. "Project Coordinator" shall mean that person appointed by the Contractor to administer this Contract on behalf of the Contractor and includes, except as otherwise provided in this Contract, an authorized representative of the Project Coordinator acting within the limits of his authority.

2. PROJECT COORDINATION

- A. All communications given to the Contract Manager or Project Coordinator shall be as binding as if given to the party.
- B. The Board, or anyone authorized to act on its behalf, may change the Contract Manager at any time by written notice served on the Contractor.
- C. The Project Coordinator shall have full authority to act on behalf of the Contractor unless otherwise specified in the main body of the Contract. The Contractor may change its Project Coordinator by serving prior written notice on the Board.

3. LIMITATION OF PROGRAM FUNDS

- A. The Contractor acknowledges that the Board cannot obligate funds prior to obtaining funding approval.
- B. The Board certifies that state or federal funds are presently available and authorized for expenditure to pay the portion of costs which will accrue during the current state or federal fiscal year or applicable grant period.
- C. All Board obligations, including continuing payments under this Contract, are contingent upon the availability and continued appropriation of funds. In the event funds become unavailable as determined by the Board, the Board may immediately terminate this Contract or amend it accordingly. In no event shall the Board be liable for any payments in excess of approved or appropriated funds available for this project.

4. TERMINATION FOR CONVENIENCE

- A. The Board may terminate this Contract for its convenience in whole or in part. In such event, the Board shall serve a written Notice of Termination for Convenience on the Contractor by depositing the notice in the United States mail, as certified, return receipt requested. Notice of Termination for Convenience shall be deemed served upon its receipt.
- B. After the date of service of the Notice of Termination for Convenience, the Contractor shall not incur any non-cancellable obligations, except as authorized in the written Notice of Termination for Convenience.

- C. If a termination for the convenience of the Board is effected, an equitable adjustment in the payments authorized in this Contract shall be made. Such adjustments shall provide for payment to the Contractor for services rendered prior to the effective date of termination of the Contract and for all non-cancellable obligations incurred prior to receipt of a Notice of Termination for Convenience.
- D. Within twenty days of receipt of a Notice of Termination for Convenience, the Contractor shall submit a summary detailing all completed work required by this Contract and deliver or otherwise make available to the Board all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Contract, whether completed or in process.

5. TERMINATION FOR DEFAULT

- A. In addition to any termination of this Contract in accordance with Section 4, the Board may terminate this Contract in whole or in part if the Contractor fails to fulfill its obligations and does not cure such default after notice and a period to cure. Oral notice of termination by the Board is effective when given, but in such a case, the Board shall confirm with written Notice of Termination for Default by depositing the notice in the United States mail, as certified, return receipt requested. The effective date of termination for default if no oral notice is given shall be the date of receipt of the Notice of Termination for Default. Upon receipt of Notice of Termination for Default, the Contractor shall immediately discontinue all services affected.
- B. If a termination for default is effected, the Board has the right to withhold payment for services provided that relate to the Contractor's default.
- C. Within twenty days of receipt of a Notice of Termination for Default, the Contractor shall submit a summary detailing all completed work required by this Contract and deliver or otherwise make available to the Board all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by Contractor in performing this Contract, whether completed or in process.

6. INDEMNIFICATION

- A. Contractor shall indemnify, defend, and save harmless the Board, its officers, agents, employees, and volunteers from and against any and all liability, claims, damages, losses, expenses, actions, settlements, attorneys' fees, and suits whatsoever caused by, arising out of, or in connection with Contractor's acts or omissions under this Contract or Contractor's failure to comply with any state or federal statute, law, regulation, or rule.
- B. Upon receipt of the Board's tender of indemnity and defense, Contractor shall immediately take all reasonable actions necessary, including but not limited to, providing a legal defense for the Board and begin fulfilling its obligation to indemnify, defend, and save harmless the Board. Contractor's indemnification and defense liabilities described herein shall apply regardless of any allegations that a claim or suit is attributable in whole or in part to any act or omission of the Board under this Contract. However, if it is determined by a final judgment that the Board's negligent act or omission is the sole proximate cause of a suit or claim, the Board shall not be entitled to indemnification from Contractor with respect to such suit or claim, and the Board, in its discretion, may reimburse Contractor for reasonable defense costs attributable to the defense provided by any Special Deputy Attorney General appointed pursuant to Section 6.C.
- C. Any legal defense provided by Contractor to the Board under this section must be free of any conflicts of interest, even if retention of separate legal counsel for the Board is necessary. Any

attorney appointed to represent the Board must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code §§ 67-1401(13) and 67-1409(1).

7. NO PERSONAL LIABILITY

In no event shall any official, officer, employee, or agent of the Board and the State of Idaho be personally liable for any representation, statement, covenant, warranty, or obligation contained in, or made in connection with, this Contract, express or implied.

8. WORKERS COMPENSATION INSURANCE

Unless the Contractor is exempt under the provisions of Idaho Code § 72-212, the Contractor warrants that it has purchased worker's compensation insurance for Contractor and all employees engaged in the performance of this Contract and shall provide the Board with a Certificate of Insurance to verify the same within 15 days of the execution of this Contract. The Contractor shall notify the Contract Manager within five days of any change in the status of its worker's compensation insurance.

9. INSURANCE

- A. Contractor shall obtain and maintain insurance at its own expense for the duration of the Contract with insurance companies properly licensed to do business in Idaho in amounts not less than the following:
 - i. Commercial General Liability insurance with a limit of not less than \$1,000,000 each occurrence/aggregate if defense is outside the limit, and \$2,000,000 per occurrence/aggregate, if defense is inside the limit.
 - ii. Automobile Liability insurance including owned, non-owned, leased, and hired liability with a limit of not less than \$1,000,000 each occurrence.
 - iii. Professional Liability insurance covering any damages caused by an error, omission, or any negligent acts. Combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Annual aggregate limit shall not be less than \$1,000,000.
- B. The Contractor shall provide the Board with certificates of insurance or certified endorsements for the required insurance within 15 days of the execution of this Contract.
- C. Contractor shall provide a copy of the carrier's notice of cancellation or material changes within two days of the Contractor receiving notice from the carrier.
- D. All insurance, except for Workers Compensation and Professional Liability/Errors and Omissions, shall name the Board and the State of Idaho as Additional Insured.
- E. By requiring insurance for this Contract, the Board does not represent that coverage and limits will necessarily be adequate to protect the Contractor, and such coverage and limits shall not be deemed as a limitation on the Contractor's liability under the indemnities granted to the State.

10. RELATIONSHIP OF THE PARTIES

- A. By the terms of this Contract, the parties intend to create an independent contractor relationship between the Board and the Contractor.
- B. The parties do not intend to create the relationship of employer and employee by the terms of this Contract. Contractor's status under this Contract shall be that of an independent contractor and not that of an agent or employee of the State. Contractor shall be responsible for paying all employment-related taxes and benefits, such as federal and state income tax withholding, social

security contributions, worker's compensation, unemployment insurance premiums, health and life insurance premiums, pension contributions, and similar items. Contractor shall indemnify the Board and the State and hold them harmless from all claims for taxes (including but not limited to social security taxes), penalties, attorneys' fees, and costs that may be made or assessed against the State arising out of Contractor's failure to pay such taxes, fees, or contributions.

11. ASSIGNMENT OF BENEFITS AND DELEGATION OF DUTIES

- A. The Contractor shall not delegate any duties under this Contract or assign any benefits, including any money due or to become due in this Contract, without the prior written consent of the Board.
- B. In the event a delegation of duties or an assignment of benefits is approved by the Board, the Contractor shall remain responsible and agrees to bind every such delegate or assignee to comply with the terms and conditions of this Contract.

12. RIGHTS AND REMEDIES

The rights and remedies of the Board provided in this Contract are in addition to any other rights and remedies provided by law or under this Contract.

13. PUBLIC RECORDS

Pursuant to Idaho Code Title 74, Chapter 1, information or documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. The Contractor shall clearly designate each portion as "exempt" on each page of such documents and shall indicate the basis for such exemption. The Board will not accept the marking of an entire document as exempt. In addition, the Board will not accept a legend or statement on one page that all, or substantially all, of the document is exempt from disclosure. The Contractor shall indemnify and defend the Board against all liability, claims, damages, losses, expenses, actions, attorneys' fees, and suits whatsoever for honoring such a designation or for the Contractor's failure to designate individual documents as exempt. The Contractor's failure to designate as exempt any portion of a document that is released by the Board shall constitute a complete waiver of any and all claims for damages caused by such release.

14. RIGHTS IN DATA

- A. All data, plans, drawings, specifications, reports, operating manuals, notes, and other written documents produced in the performance of this Contract or in contemplation thereof, are owned by and are for the exclusive use of the Board and are subject to the rights of the Board set forth in this section.
- B. The Board shall have the right to reproduce, publish, and use all such documents or any part, in any manner and for any purposes whatsoever and to authorize others to do so.
- C. The Board agrees to identify the Contractor or designate appropriate authorship on all materials reproduced and published that are a direct product of the work performed under this Contract.

15. RETENTION OF RECORDS AND ACCESS TO FACILITIES, PREMISES, AND RECORDS

- A. The Contractor shall establish and maintain project budget accounts and records for work and services required by this Contract in accordance with generally accepted accounting principles and practices. Records shall be retained by the Contractor throughout the term of this Contract and for a period of three years following final settlement.
- B. At all reasonable times during the term of this Contract and for a period of three years following final settlement, the Board, State of Idaho, and their authorized representatives shall have access

to the Contractor's records related to the services performed under this Contract for the purposes of inspection, audit, and copying by the Board, State of Idaho, and their authorized representatives.

16. FORCE MAJEURE

- A. "Force Majeure Event" means any event or circumstance, whether or not foreseeable, that was not caused by the claiming party and any consequences of that event or circumstance.
- B. If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of that Force Majeure Event's occurrence, its effect on performance, and how long the noncomplying party expects it to last. The noncomplying party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume its performance under this Contract.
- C. If a Force Majeure Event prevents a party from complying with any one or more obligations under this Contract, that inability to comply will not constitute breach if: (1) that party uses reasonable efforts to perform those obligations; (2) that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event; and (3) that party complies with its obligations under this section.

17. ILLEGAL ALIENS

Contractor warrants it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach of this Contract and shall be cause for termination.

18. REQUIRED CERTIFICATIONS

- A. Boycott of Israel. Pursuant to Idaho Code § 67-2346, if payments under the Contract exceed \$100,000 and Contractor employs ten or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code § 67-2346 shall have the meaning defined therein.
- B. Ownership or Operation by China. Pursuant to Idaho Code § 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.
- C. Boycotting Certain Sectors. Pursuant to Idaho Code § 67-2347A, if payments under the Contract exceed \$100,000 and Contractor employs ten or more full-time employees, Contractor certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of any individual or company because the individual or company:
 - i. Engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
 - ii. Engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d).

The terms in this section defined in Idaho Code § 67-2347A shall have the meaning defined therein.

19. ENTIRE AGREEMENT/MERGER

This Contract sets forth the entire agreement between the parties related to the subject matter of this Contract and may not be modified unless in writing and signed by both parties.

20. SEVERABILITY

If any part of this Contract is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.

21. SURVIVAL

All terms in this Contract that might involve performance subsequent to termination or expiration of this Contract or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Contract shall survive. Survival of such terms shall not extend in violation of Article VII, Section 11 of the Idaho Constitution and Idaho Code §§ 59-1015 through 59-1017.

22. NO WAIVER

The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract be construed as or deemed to be a waiver of any subsequent breach or default.

23. EFFECT OF SECTION HEADINGS

The section headings appearing in this Contract are not interpretations of the text but are inserted for convenience and reference only.

24. SOVEREIGN IMMUNITY

Nothing contained in this Contract shall be considered a waiver of the State's sovereign immunity, which immunity is expressly reserved.

25. GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Idaho and the parties consent to the jurisdiction of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to this Agreement.

26. NOTICES

All notices shall be in writing and sent via certified mail, return receipt requested to:

Idaho Water Resource Board
Attn: Purchasing Agent
PO Box 83720
Boise, ID 83720-0098

Contractor
Address listed in the
Contractor's Signature Block