



Idaho Water Resource Board

REQUEST FOR QUALIFICATIONS

RFQ No. 2019-002

ENGINEERING AND OPERATION AND MAINTENANCE SERVICES

DWORSHAK SMALL HYDRO PLANT

September, 2019

REQUEST FOR QUALIFICATIONS

Table of Contents

1.0	Introduction.....	3
1.1	RFQ Administrative Information	3
1.2	General Introduction.....	3
1.3	Background.....	4
1.4	RFQ Organization.....	4
2.0	Objectives	4
3.0	Project Overview	
3.1	Project Facilities	5
3.1.1	Water Supply and Power Generation Facilities.....	5
3.1.2	Equipment and Controls	5
4.0	Roles and Responsibilities.....	5
4.1	Operator Roles and Responsibilities.....	5
4.2	Operator Transition Roles and Responsibilities	6
5.0	Procurement Process.....	6
5.1	IWRB Representative	6
5.2	Communications Protocol	6
5.3	Procurement Process Overview and Anticipated Schedule.....	7
5.4	Evaluation Committee	7
5.5	Addenda	8
5.6	Project Team Firms and Key Personnel	8
5.7	Confidential Information	8
5.8	Appeals	9
5.9	RFQ, SOQ Submittal and Short-listing Process	9
5.9.1	Pre-SOQ Submittal Meeting.....	9
5.9.2	Responsiveness	9
5.9.3	Minimum Qualifications.....	10
5.9.4	Reference Checking.....	10
5.9.5	Evaluation and Short-listing	10
5.9.6	Interviews	10
5.9.7	Ranking of Respondents	10
6.0	SOQ Submittal Requirements and Evaluation Criteria	10
6.1	Submittal Deadline and Location	11
6.2	Page Limitations, Required Copies, and Labeling	11
6.3	Withdrawal/Resubmittal of SOQ.....	12
6.4	Required SOQ Organization and Contents.....	12
6.5	SOQ Evaluation Criteria Weighting	13
7.0	IWRB Rights	14
	Attachment A: IWRB Standard Contract Provisions	
	Attachment B: SOQ Forms	
	• Cover Page	
	• Certificate Regarding Debarment, Suspension, and Other Responsibility Matters	
	• Signature Page for RFQ Response	

1.0 INTRODUCTION

1.1 RFQ Administrative Information

RFQ Title: Idaho Water Resource Board Dworshak Small Hydro Plant Project

RFQ Project Description: The Idaho Water Resource Board (IWRB) is seeking qualified and experienced Respondents to submit statements of qualifications (SOQs) to provide engineering and operation and maintenance services for the Dworshak Small Hydro Plant (Project)

RFQ Lead: IWRB

Pre-SOQ Meeting: October 7, 2019 at 2:00 p.m. Pacific Time

Meeting Location: Dworshak Small Hydro Plant
Road A
Ahsahka, ID 83520

Mandatory RSVP due September 30, 2019 to: Rick.Collingwood@idwr.idaho.gov

Submittal of Questions: BidQuestions@idwr.idaho.gov

SOQ Submittal Date: October 24, 2019 at 4:00 p.m. Mountain Daylight Time

SOQ Submittal Alternatives:	<u>Mailing</u>	<u>Courier</u>
	IWRB-RFQ No. 2019-001	IWRB-RFQ No. 2019-001
	PO Box 83720	322 E Front Street, Suite 648
	Boise, ID 83720-0098	Boise, ID 83702

1.2 General Introduction

This Request for Qualifications (RFQ) for the IWRB Dworshak Small Hydro Plant Project (Project) invites Statements of Qualifications (SOQs) from qualified engineering consultants or entities experienced in day to day engineering and operations and maintenance of hydroelectric plants for power production. The IWRB and the selected firm or entity will enter into a 5-year contract, which will commence upon execution of the contract by both parties. Upon mutual agreement by both parties, the existing contract may be extended for an additional 5-year term.

The IWRB will evaluate and score the SOQ's to generate a short list of three Respondents following the procedures outlined in Sections 5.0 and 6.0 of this RFQ. Only short-listed Respondents will be invited for interviews (if applicable).

The general location of the Project is shown on the attached vicinity map.

1.3 Background

The IWRB is the owner and operator of the Project. The facility is located at 4125 Ahsahka Road in Ahsahka, Idaho, near the North Fork of the Clearwater River. The Project was constructed within the Nez Perce Indian Reservation on land owned by the US Army Corps of Engineers, the US Fish and Wildlife Service, and the Bureau of Land Management. The Project was issued a FERC license in August, 1997, and the Project was completed in 2000.

The Project is approximately one mile downstream of Dworshak Dam on the south side of the North Fork of the Clearwater River. The Project was constructed on an existing fish hatchery flow regulating structure. Two pipelines/penstocks, 36" and 18", convey water from Dworshak Reservoir to the Project for power generation and to supply water to the Clearwater Fish Hatchery and the Dworshak National Fish Hatchery. The Project is comprised of two hydroelectric units, a 2.5 MW and a 0.5 MW Gilkes Turgo turbines, control equipment with power grid connection, pipeline appurtenances, backup generator, and power substation.

1.4 RFQ Organization

The RFQ consists of:

- Section 1: Introduction
- Section 2: Objectives
- Section 3: Project Overview
- Section 4: Roles and Responsibilities
- Section 5: Procurement Process
- Section 6: SOQ Submittal Requirements and Evaluation Criteria
- Section 7: IWRB Rights
- Attachment A: SOQ Forms

2.0 Objectives

The long-term objective is to maintain efficient operation of the power plant and implement improvements to increase efficiency and reduce maintenance costs.

The immediate objective is issuing this RFQ and to receive quality SOQs from highly qualified and capable Respondents to perform the engineering, operations, and maintenance requirements for the Project.

3.0 Project Overview

3.1 Project Facilities

3.1.1 Water Supply and Power Generation Facilities

Water from Dworshak Reservoir is conveyed from the Dworshak Dam to the Project by a 36" pipeline to the primary turbine and an 18" pipeline to the secondary turbine. Water is deflected through the turbines into a concrete distribution tank which delivers water to the Clearwater Fish Hatchery and Dworshak National Fish Hatchery.

The power generation capacity for the Project is 3.0MW. Power is generated by a 2.5MW Gilkes Turgo turbine (Primary Unit) and a 0.50MW Gilkes Turgo turbine (Secondary Unit).

3.1.2 Equipment and Controls

Equipment and controls at the Project include control equipment for operation of each turbine by a System Control and Data Acquisition (SCADA) system and autodialer to enable remote monitoring and operations, power substation with a power grid connection, and a backup generator.

4.0 Roles and Responsibilities

4.1 Operator Roles and Responsibilities

The Project Contractor will perform all required engineering, operation, and maintenance duties for the Project over the 5-year Contract Term. The Contractor's engineering, operation, and maintenance responsibilities shall include, but are not limited to:

- Provide all labor and materials necessary for the engineering services and operation and maintenance of the Project
- Provide information documenting the annual energy generated
- Maintain the SCADA system and autodialer to enable remote monitoring of the Project
- Operator shall conduct routine biweekly inspections of the Project's facilities, including all components of the water controlling and power producing equipment
- Perform periodic adjustments and routine repairs as necessary to the Project's water controlling and power producing equipment to minimize interruptions of service and to maximize power output and operational efficiency
- Perform routine and preventative maintenance to the water controlling and power producing equipment in order to maintain the equipment in good condition and to maximize its useful life
- Lubricate and service the equipment and provide consumable maintenance materials such as lubricants, oils, packing, miscellaneous hardware, gaskets, etc.
- Select, train, and supervise capable employees, including a representative in the local area (within a 60-mile radius), to perform the operation and maintenance duties of the Project

- Provide training for designated US Corps of Engineers and Idaho Fish & Game personnel that will respond to an emergency shutdown of the Project
- Maintain the Project in a safe and reliable operating condition in accordance with good utility practices
- Obtain project status reports three times per day
- Perform all routine services as necessary or customary for the proper operation and maintenance of the Project
- Operate and maintain the Project, and perform all duties, in compliance with applicable laws, rules, regulation, and orders
- Perform cleaning operations of the power plant and site
- Prepare Monthly Operation Reports for the Project
- Prepare annual reports of energy generation
- Prepare updated Emergency Action Plan as required by FERC
(<http://www.ferc.gov/industries/hydropower/safety/guidelines/eap.asp>)
- Prepare maintenance schedules and procedures
- Prepare daily logs for all system outages or failures and corrective action
- Provide technical advice and written recommendations concerning proposed changes to operation of the Project

4.2 Operator Transition Roles and Responsibilities

Upon selection of a Project Contractor, the existing Project Contractor shall coordinate the transition of roles and responsibilities to the selected Project Contractor during an agreed-upon period of time.

5.0 Procurement Process

5.1 IWRB Representative

Rick Collingwood will be the IWRB Representative for the purposes of this procurement as indicated below:

Rick Collingwood, P.E.
 IDWR Staff Engineer
 322 E Front Street, Suite 648
 PO Box 83720
 Boise, Idaho 83720-0098
Phone: 208-287-4835
Email Address: Rick.Collingwood@idwr.idaho.gov

5.2 Communications Protocol

All Respondents shall comply with the following communications protocols:

- Contact with any public official or IWRB board member regarding this procurement is prohibited

- Any questions regarding the procurement shall be submitted in writing to the following email address and shall specifically reference this RFQ: BidQuestions@idwr.idaho.gov
- IWRB will issue any response to a question regarding the procurement via written addendum to the RFQ
- Oral communications with the IWRB Representative, other IWRB staff shall not be binding

Failure to comply may result in disqualification of the Respondent.

5.3 Procurement Process Overview and Anticipated Schedule

IWRB's procurement process for the Project will include the following:

- **Step 1: RFQ and Short-Listing.** The first step involves issuing this RFQ, conducting a pre-submittal meeting, receiving SOQ's from Respondents, evaluating and scoring SOQ's, possible interview, checking references, and selecting the winning Respondent
- **Step 2: Contract Negotiations.** The second step involves contract negotiations with the selected Respondent

Table 5-1 is IWRB's anticipated schedule for the procurement process. IWRB reserves the right to modify the schedule at any time.

Table 5-1. Anticipated Procurement Schedule

Activity	Estimated Dates
RFQ Issued	September 16, 2019
Pre-SOQ Submittal Meeting RSVP (Mandatory)	September 30, 2019
Pre-SOQ Submittal Meeting (Non-Mandatory)	October 7, 2019 at 2:00 p.m. (PDT)
Deadline for Questions on the RFQ	October 10, 2019
Last RFQ Addendum	October 16, 2019
SOQ Submittal Date	October 24, 2019
SOQ Public Opening IDWR State Office 322 East Front St. Suite 648	October 25, 2019 9:00 a.m. (MST)
Interviews (Optional)	Week of November 4, 2019
Selection Announcement	Week of November 12, 2019

5.4 Evaluation Committee

IWRB will establish an evaluation committee to review and score SOQ's, short-list Respondents, conduct interviews, and ultimately recommend a Respondent with which to start contract negotiations. The evaluation committee may seek input from a variety of technical, legal, and financial advisors. IWRB reserves the right to modify evaluation committee membership at any time, including between short-listing and selection of a Respondent.

It is the responsibility of the Respondents to ensure that the SOQ complies with this RFQ, demonstrates qualifications, and provides the information requested. If the Respondent fails to provide any information requested in this RFQ, such failure may result in either non-qualification of a particular category of service or rejection of the SOQ.

5.5 Addenda

All questions regarding this RFQ should be addressed to the email listed in Section 5.2. Formal questions received will be responded to in writing and will result in issuance of addenda.

If any revisions to the RFQ or overall procurement process become necessary or desirable (at IWRB's sole discretion), IWRB will issue written addenda. All addenda to this solicitation will be posted and available for downloading on the IWRB Solicitations website:

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

Respondents are responsible for regularly checking the IWRB solicitations website for addenda. It is the Respondent's responsibility to obtain all addenda prior to submitting its SOQ. All addenda must be acknowledged in the SOQ submittals.

5.6 Project Team Firms and Key Personnel

Respondents are advised that all firms and Key Personnel identified in the SOQ shall remain on the Project Team for the duration of the procurement process and execution of the Project. If extraordinary circumstances require a change, it must be submitted in writing to the IWRB Representative, who, at his sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the Respondent's control.

Unauthorized changes to the Project Team at any time during the procurement process may result in elimination of the Respondent from further consideration.

5.7 Confidential Information

All SOQ's submitted in response to this RFQ will become property of the IWRB and will be kept confidential until a recommendation for award of a contract has been announced. Thereafter, except for financial statements, SOQ's are subject to public inspection and disclosure under the Idaho Public Records Act, Idaho Code § 74-101 *et seq.*

If a Respondent believes that any portion of its SOQ or related communication contains trade secrets or other proprietary information that the Respondent believes would cause substantial injury to its competitive position if disclosed, the Respondent may request that IWRB withhold from disclosure the proprietary information by marking that portion on each page containing such proprietary information as confidential. By submitting a SOQ with portions marked confidential, a Respondent represents it has determined that such portions qualify for exemption from disclosure under the Idaho Public Records Act.

A Respondent may not designate its entire SOQ as confidential. IWRB will not honor such designations and will disclose submittals so designated to the public.

If a Respondent requests that IWRB withhold from disclosure information identified as confidential, and IWRB complies with the Respondent's request, the Respondent shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless IWRB from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Respondent information), and pay any and all costs and expenses related to the withholding of Respondents' information. Respondent shall not make a claim, sue, or maintain any legal action against IWRB or its chairman, officers, employees, agents, or advisors concerning the withholding from disclosure of Respondent's information. If Respondent does not request that IWRB withhold from disclosure information identified as confidential, IWRB shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to IWRB.

5.8 Appeals

Written objections to prequalification procedures must be received by IWRB, at the location provided in Section 6.1, at least three (3) business days before the date and time that SOQ's are due. If any licensed Respondent submits an SOQ, but is not selected for the short list and wishes to appeal the determination by IWRB, the Respondent can appeal in writing within seven (7) days after IWRB's transmittal of the short list.

5.9 RFQ, SOQ Submittal and Short-listing Process

5.9.1 Pre-SOQ Submittal Meeting

IWRB will conduct a pre-submittal meeting on the date and time indicated in Table 5-1 at the following location:

Dworshak Small Hydro Plant
Road A
Ahsahka, ID 83520

The purpose of the meeting is to provide general project information to prospective firms or entities to clarify any questions regarding the RFQ. Attendance is not mandatory. Respondent's planning to attend Pre- SOQ meeting must RSVP by September 30, 2019. RSVP to Rick.Collingwood@idwr.idaho.gov

5.9.2 Responsiveness

Each SOQ will be reviewed to determine whether it is responsive to the RFQ. Failure to comply with the requirements of this RFQ may result in an SOQ being rejected as non-responsive.

5.9.3 Minimum Qualifications

Respondents will be required to demonstrate that they meet certain minimum qualifications as set forth in Section 6. Failure to meet minimum qualifications will result in an SOQ being eliminated from further evaluation.

5.9.4 Reference Checking

As part of the short-listing process, IWRB will conduct initial reference checking (by phone and/or email) for the Respondent. Reference checking will be used to verify information included in SOQs and will not be separately scored. Non-responsive listed references, references that fail to support applicable SOQ information, or poor references will be considered by the evaluation committee in scoring SOQs.

5.9.5 Evaluation and Short-listing

The evaluation committee will evaluate, score, and rank the responsive SOQs that satisfy the Minimum Qualification Requirements using the evaluation criteria set forth in Section 6. Based on this scoring and ranking, IWRB will notify Respondents of those short-listed.

5.9.6 Interviews

IWRB, may, at its sole discretion, hold interviews with Respondents that have submitted responsive and complete SOQ's. Interviews will not be separately scored, but will be used to clarify SOQ information.

5.9.7 Ranking of Respondents

Upon completion of the interviews and reference checking, the evaluation committee will complete its scoring of the SOQ's. The evaluation committee will then rank the SOQ's and recommend a Respondent to the IWRB that will authorize staff to negotiate a contract with the selected Respondent.

6.0 SOQ Submittal Requirements and Evaluation Criteria

SOQs shall be concise, well organized, and demonstrate the Respondent's applicable qualifications, experience, and approach to the Project. The use of standardized marketing literature shall be limited. Excessive marketing literature may not be reviewed. Failure to comply with the requirements of this RFQ may result in disqualification.

The Respondent, by submission of this SOQ, agrees not to discriminate against any worker, employee, subcontractor, or any member of the public because of race, color, gender, age, national origin, or handicap/disability, or otherwise commit an unfair employment practice and further agrees to comply with all Federal, State, and Local equal employment opportunity requirements.

Engineering firms are required to register with the Idaho State Board of Professional Engineers and Land Surveyors, and to maintain such registration during the life of the Contract. Upon notification of

short-listing, engineering firms will be required to provide proof of registration. For additional information regarding the registration, please contact the Idaho State Board of Professional Engineers and Land Surveyors at (208) 373-7210 or at www.ipels.idaho.gov.

Respondent must have the necessary financial resources to perform the contract in a satisfactory manner and within the specified term of the contract. The IWRB reserves the right to investigate and verify the Respondent's financial status.

6.1 Submittal Requirements, Deadline, and Location

SOQ's must conform to the attached instructions and submittal requirements, and shall be submitted electronically or manually as follows:

- Introductory Letter
- Completed Cover Page
- SOQ
- Signed Certification Regarding Debarment, Suspension, and other Responsibility Matters
- Signed State of Idaho Signature Page
- Contact information for a minimum of three (3) References
- Confirmation letters of insurance from insurers

Submittals must be received no later than 4:00 p.m. Mountain Daylight Time on October 24, 2019, at the offices of:

Idaho Department of Water Resources

<i>Mailing:</i> IWRB-RFQ No. 2019-001 PO Box 83720 Boise, ID 83720-0098	<i>Courier:</i> IWRB-RFQ No. 2019-001 322 E Front Street, Suite 648 Boise, ID 83702
--	--

SOQs received after the time and date specified above will not be considered.

6.2 Page Limitations, Required Copies, and Labeling

One executed paper original, five (5) paper copies, and one (1) electronic format (.pdf) on USB flash drive of the SOQ document including all required appendices shall be submitted.

SOQs shall be limited to 20 pages, excluding the cover sheet, table of contents, divider sheets, reference project profiles, resumes, and appendices. Paper copies should be printed double-sided, and 11 by 17 sheets will be counted as 2 pages. Submittals shall be legible, and shall include reasonable margins and a font size no less than 11 point.

The following information shall be clearly marked on the outside of the submittal package:

- Name of Respondent
- Dworshak Small Hydro Plant Maintenance and Operation Project SOQ

6.3 Withdrawals/Resubmittal of SOQs

A Respondent may withdraw its SOQ only by written and signed request that is received by IWRB prior to the deadline for submission. Following withdrawal of its SOQ, the Respondent may submit a new SOQ, provided that it is received prior to deadline for submission.

6.4 Required SOQ Organization and Contents

The SOQ shall contain the following information, in the order shown, unless otherwise indicated.

- Cover Letter – Provide a cover letter requesting consideration of Respondent’s qualifications for the Project. The letter must be signed by an authorized representative of the Respondent with the authority to commit to the work. Include a point of contact name and contact information for all future correspondence related to the procurement
- Table of Contents – Provide a Table of Contents that includes major headings of the SOQ and associated page numbers as well as a list of appropriate tables, graphics, figures, photos, appendices, etc.
- RFQ Section 1: Minimum Qualification Requirements
 - Ability to Provide Insurance
 - Provide letter from insurers confirming Respondent’s ability to obtain the types and limits of insurance anticipated to be required for the Project (See Attachment A)
 - Required Forms
 - Complete all required forms and certifications (See Attachment B)
- RFQ Section 2: Qualifications and Experience
 - Respondent and Key Firm’s Experience and Capacity to Deliver
 - Provide a description of the experience of the Respondent and any named sub consultants and subcontractors. Note any experience where firms or Key Personnel have worked together on projects of similar size and complexity to this Project
 - Provide a discussion of the capacity, resources, tools, and processes that the Respondent would use to assure delivery of the Project
 - Provide descriptions of up to three (3) relevant projects each completed no longer than 10 years prior to date of submission. The projects should demonstrate the required experience to collectively address the types of services required for this Project
 - Projects that demonstrate Respondent’s relevant design, permitting, or operations and maintenance experience with hydroelectric projects
 - Projects involving long-term, standalone, performance-based hydroelectric facility operations contracts

- Provide a description of firm's project management procedures for assurance of quality control and schedule and cost control
- **Organizational Approach and Staff Experience**
 - Provide a description of how Respondent will organize and deliver the Project, including any transition of staff or leadership for long-term operations. Include a discussion of where various functions will be physically located during the execution of the Project
 - Describe Respondent's approach to team continuity and leadership with respect to the proposed Project manager and other Key Personnel
 - Include a project organization chart
 - Provide a summary of all Key Personnel shown on the project organization chart, the name of the individual, and the individuals' qualifications for the assigned function
 - Resumes for required Key Personnel (2-page limit), including title as shown on the organization chart, name of the individual, current employer, professional registration (as applicable), and narrative descriptions of relevant experience including academic and professional qualifications
 - 2-page limit for each Key Personnel resume
- **Team Structure**
 - Proposed team member firms specifically responsible for engineering, operations, and maintenance of the Project
 - Description of any other named sub consultants and subcontractors and their roles
 - Firm organizational chart to illustrate relationships among the Respondents team members
 - Describe approach to team continuity with respect to firms and personnel
- **Operations and Maintenance Approach**
 - Describe your approach to operating and maintaining the Project
 - Describe your anticipated staffing methodology for the Project, including your source for permanent operations staff, location of leadership, oversight, training, and technical support services that will be available to operations staff
 - Describe how you will integrate maintenance and asset management into the operations program, including the methodology for providing onsite or on-call maintenance resources. Also, describe your preferred repair and replacement approach and methodology for ensuring a high-level of remaining life for the Project

6.5 SOQ Evaluation Criteria Weighting

Table 6-1 indicates weighting that will be given to the scored evaluation criteria.

Table 6-1 Criteria Weighting

Experience and Qualifications (70 points)	
1. Respondent and Key Firm's Experience and Capacity to Deliver	30 points
2. Organizational Approach and Staff Experience	30 points
3. Team Members and Roles	10 points
Project Specific Approach (50 points)	
1. Operations and Maintenance Approach	50 points

7.0 IWRB Rights

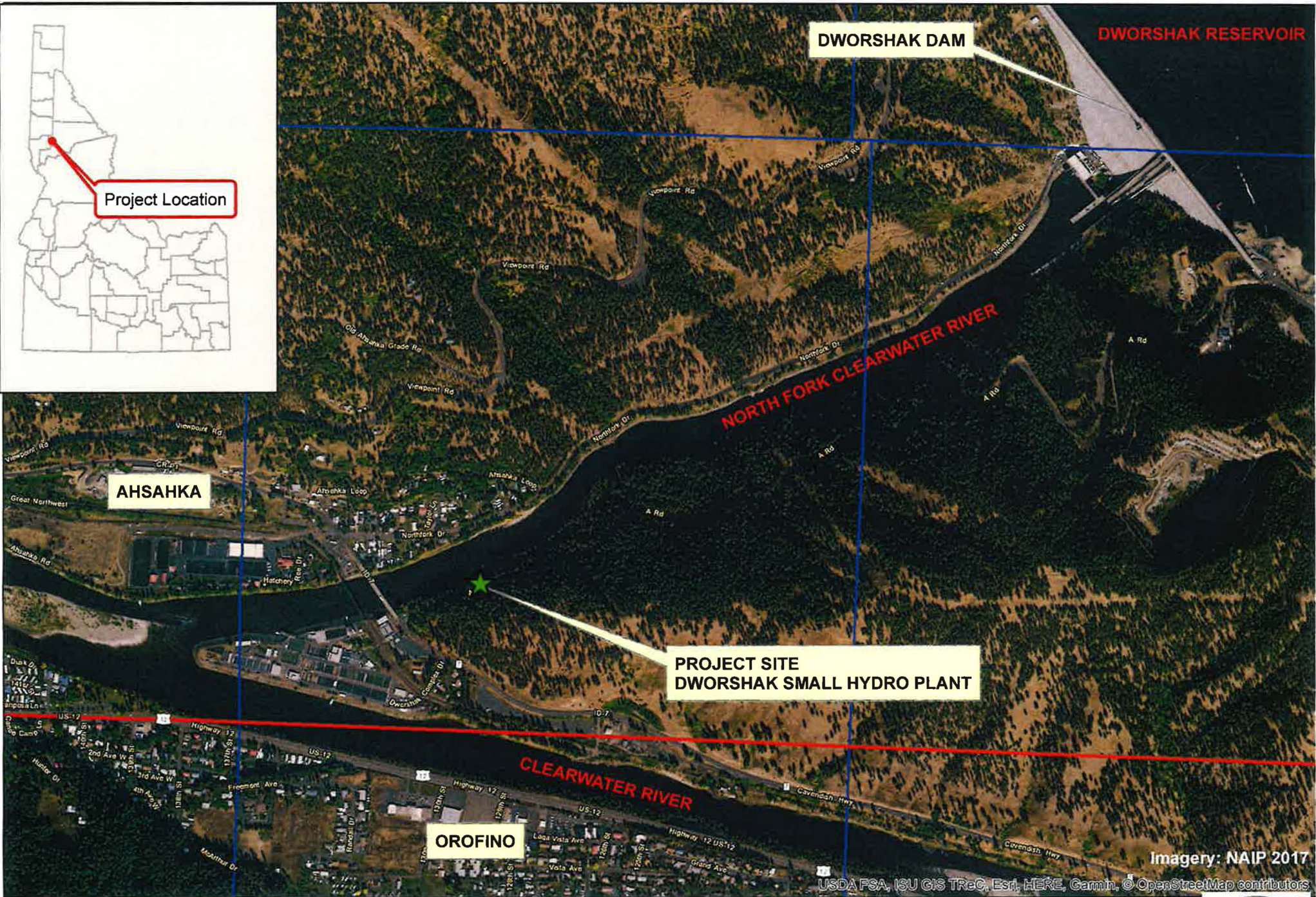
The issuance of this RFQ does not constitute an assurance by IWRB that any contract will actually be entered into by the IWRB, or pay for any costs incurred in preparation of the SOQ. The IWRB expressly reserves the right to the following:

- Waive any immaterial defect or informality in any response or response procedure
- Reject any and all SOQs
- Reissue 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 IWRB of any fact in dispute as to this RFQ or the responses thereto shall be final and conclusive, except as provided herein.



Project Location



Imagery: NAIP 2017

USDA FSA, ISU GIS TRAC, Esri, HERE, Garmin, © OpenStreetMap contributors



Dworshak Small Hydro Plant

0 0.275 0.55 Miles

Map Date: 08-22-2019

Township/Range
Sections



ATTACHMENT A – IWRB Standard Contract Provisions

Attachment A

STANDARD CONTRACT PROVISIONS IDAHO WATER RESOURCE BOARD

I. 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 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.
- C. "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.

II. 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 be the Contractor's representative for administration of this Contract and shall have full authority to act on behalf of the Contractor unless specified otherwise in the main body of the Contract. The Contractor may change its Project Coordinator by prior written notice served on the Board.

III. 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. The Contractor agrees that all obligations of the Board, including the continuance of payments under this Contract, are contingent upon the availability and continued appropriation of funds. In the event state or federal 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.

IV. TERMINATION FOR CONVENIENCE

- A. The Board may terminate for its convenience this Contract in whole or in part. In such event, the Board shall serve a written Notice of Termination for Convenience on the Contractor by deposit in the United States mail, as certified, return receipt requested with proper postage affixed. Notice of Termination for Convenience shall be deemed served upon its receipt.
- B. The Contractor shall not incur after the date of service of the Notice of Termination for Convenience 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 (20) days of receipt of a Notice of Termination for Convenience, the Contractor shall submit a summary detailing all completed work on service required by this Contract.

V. TERMINATION FOR DEFAULT

- A. In addition to any termination of this Contract in accordance with Section IV, the Board may terminate this Contract in whole or in part because of the failure of the Contractor to fulfill its obligations if Contractor fails to cure such default after notice and a period to cure. Upon receipt of Notice of Termination for Default, the Contractor shall immediately discontinue all services affected. 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 deposit 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 Notice of Termination for Default.
- B. If a termination for default 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 Default.
- C. 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.

VI. 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, to 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 VI.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).

VII. NO PERSONAL LIABILITY

Contractor specifically understands and agrees that 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.

VIII. TAXES

The Contractor, with respect to its employees and those of its subcontractors, if any, shall pay, indemnify and hold the Board and the State of Idaho harmless from the payment of all taxes and contributions imposed by federal and state laws, including social security taxes, with respect to said employees and their remunerations, including all interest and penalties payable under said laws as the result of noncompliance therewith.

IX. 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 (5) days of any change in the status of its worker's compensation insurance.

X. INSURANCE

- A. Contractor shall obtain and maintain insurance at its own expense as required herein for the duration of the Contract with insurance companies properly licensed to do business in Idaho. The Contractor shall provide certificates of insurance or certified endorsements as applicable for the insurance required. 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. All insurance, except for Workers Compensation and Professional Liability/Errors and Omissions, shall name the Board and the State of Idaho as Additional Insured.
- B. Contractor shall maintain insurance in amounts not less than the following:
 - 1. Commercial General Liability (CGL) with a limit of not less than \$1,000,000 each occurrence, and \$2,000,000 annual aggregate, if defense is inside the limits. If defense is outside the limits, the limit must be \$2,000,000 each occurrence and \$4,000,000 aggregate.
 - 2. Automobile Liability including owned, non-owned, leased, and hired liability with a limit of not less than \$1,000,000 each accident and \$1,000,000 aggregate.
 - 3. 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.

XI. RELATIONSHIP OF THE PARTIES

- A. The parties intend to create by the terms of this Contract, an independent contractor relationship between the Board and the Contractor.
- B. The parties do not intend to create by the terms of this Contract the relationship of employer and employee. 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, and 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 any and 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.

XII. ASSIGNMENT OF BENEFITS AND DELEGATION OF DUTIES

- A. The Contractor shall not delegate any duties under this Contract or assign any benefits, including any moneys due or to become due hereunder, 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.

XIII. WAIVER, MODIFICATION OR AMENDMENT

No waiver, modification, or amendment of this Contract or of any covenants, conditions, or limitations herein contained shall be valid unless in writing and executed by both parties. The parties further agree that the provisions of this section may not be waived, modified, or amended except as herein set forth.

XIV. PUBLIC RECORDS

Pursuant to Idaho Code § 74-101, et seq., 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 document or portion of a document that is released by the Board shall constitute a complete waiver of any and all claims for damages caused by any such release.

XV. RIGHTS IN DATA

- A. The Contractor agrees that 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 thereof, 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.

XVI. 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 (3) years following final settlement.
- B. At all reasonable times during the term of this Contract and for a period of three (3) years following final settlement, the Board, State of Idaho, and their authorized representatives shall have access at the Contractor's offices to its 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.

XVII. FORCE MAJEURE

Neither party shall be liable for or deemed to be in default for any delay or failure to perform under this Contract if such delay or failure to perform results from an act of God, civil or military authority, act of war, riot, insurrection, or other occurrence beyond that party's control. In such case, the intervening cause must not be caused by the party asserting it, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

XVIII. 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.

XIX. ENTIRE AGREEMENT

This Contract sets forth all the covenants, provisions, agreements, conditions, and understandings between the parties, and there are no covenants, provisions, agreements, conditions or understandings, oral or written, between them other than are herein set forth.

XX. 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.

XXI. SURVIVAL

All covenants, conditions, indemnifications, and other elements in this Contract that might involve performance subsequent to any 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.

XXII. 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.

XXIII. EFFECT OF SECTION HEADINGS

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

XXIV. SOVEREIGN IMMUNITY

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

XXV. GOVERNING LAW

This Contract shall be governed as to validity, construction, and performance by the laws of the State of Idaho and the parties hereto consent to the jurisdiction of the state courts of Ada County in the state of Idaho. The venue of any action brought by any parties to this Contract shall be in a State of Idaho District Court.

XXVI. NOTICES

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

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

ATTACHMENT B – SOQ FORMS

- Cover Page
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Signature Page for RFQ Response

COVER PAGE

Company: _____

Address: _____

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

Contact Name: _____

Telephone: _____

Fax: _____

E-Mail: _____

Year present firm established: _____ Annual Gross Receipts: \$ _____

Type of firm: Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐
Other _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

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

- 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 proposal 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. are 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/proposal 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 proposal.

NOTE: Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant 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



State of Idaho

Idaho Water Resource Board

322 E. Front Street (83702)

P.O. Box 83720

Boise, ID 83720-0098

Telephone (208) 287-4800

FAX (208) 287-6700

<http://idwr.idaho.gov/IWRB>

SIGNATURE PAGE for Use with a Manually and Electronically Submitted Request for Qualifications (RFQ) Response

Response shall be typewritten or handwritten in ink. Originals and copies of the response shall be submitted in accordance with the solicitation documents. MANUALLY AND ELECTRONICALLY SUBMITTED BPROPOSALS MUST INCLUDE THIS SIGNATURE PAGE WITH THE ORIGINAL SIGNATURE (INK or ELECTRONIC SIGNATURE) 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 THE TERMS AND CONDITIONS AND ANY PROPERLY ISSUED SOLICITATION ADDENDUMS IN A TIMELY MANNER FOR USE IN THE RESPONDENT'S RESPONSE TO THIS SOLICITATION.

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 acknowledge I am the responsive person for the Respondent and have authority to bind Respondent. Respondent is submitting on the date hereof the attached Statement of Qualifications ("SOQ") in response to a Request for Qualifications ("RFQ") issued by the Idaho Water Resource Board ("IWRB"), dated September 16, 2019, for operation and maintenance services as described in the RFQ, including attachments, and with consideration of addenda, amendments and/or written responses to inquiries written subsequent thereto. The SOQ contains accurate, factual, and complete information. Respondent acknowledges that all costs incurred in connection with the preparation and submission of the SOQ, and any other documents prepared and submitted in response to the RFQ, and any negotiation which may result therefrom shall be borne exclusively by the Respondent. Respondent declares that it has been prepared and has been submitted in good faith and without collusion or fraud.

Respondent acknowledges and agrees with IWRB's rights as set forth in Section 7 of the RFQ including but not limited to the right to modify, cancel, rescind, postpone, and/or terminate the procurement process in its sole discretion. In any case, IWRB shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in the RFQ.

Respondent accepts the terms, conditions and requirements contained in the solicitation, including, but not limited to, the SOLICITATION INSTRUCTIONS IN THE RFQ in effect at the time this RFQ was issued. As the undersigned, I certify I am authorized to sign and submit this response for the Respondent. I further acknowledge I am responsible for reviewing and acknowledging any addendums that have been issued for this solicitation.

RFQ Number: _____ RFQ Title: _____

RESPONDENT (Company Name) _____

ADDRESS _____

CITY, ST, ZIP _____

PHONE: _____ FAX: _____ FEIN: _____

E-Mail _____

THIS SIGNATURE PAGE MUST BE SIGNED WITH AN ORIGINAL HANDWRITTEN SIGNATURE (PREFERABLY IN BLUE INK) OR AN ELECTRONIC SIGNATURE, AND RETURNED WITH YOUR MANUALLY AND ELECTRONICALLY SUBMITTED PROPOSAL.

Original Signature (Manually Signed in Ink or Electronic Signature) _____

Date _____

Printed Name _____

Title _____