



IDAHO DEPARTMENT OF
WATER RESOURCES

REQUEST FOR QUALIFICATIONS

RFQ 2022-01

ENGINEERING STUDY FOR REHABILITATION of HIGH HAZARD POTENTIAL DAMS

September 9, 2021

REQUEST FOR QUALIFICATIONS (RFQ)

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

1.0 INTRODUCTION

1.1 Acronyms, Abbreviations, and Definitions

FEMA – Federal Emergency Management Agency

FMA – Failure Mode Analysis

HHPD – High Hazard Potential Dams

IDWR – Idaho Department of Water Resources

NDSP – National Dam Safety Program

RFQ – Request for Qualification

SOQ – Statement of Qualification

Contractor: The successful Respondent who enters into a contract with IDWR.

Hazard: Three-tier classification identifying potential failure consequences

Key Personnel: One or more individuals identified in the SOQ, and named by the Respondent as an active participant and contributor toward the satisfactory conclusion of the Project objectives

Project: The work to be completed per the RFQ, as described herein

Project Team: One or more individuals with active participation in the Project work, or any who are named by the Respondent as being a member of the group responsible for the investigation, evaluation or summary recommendations

Respondent: Individual representing him/herself, or a representative of a firm or business entity submitting a SOQ, and who is authorized to legally commit to a binding contract(s)

1.2 RFQ Administrative Information

RFQ Title: Engineering Study for Rehabilitation of High Hazard Potential Dams

RFQ Description: IDWR Dam Safety Program seeks qualified and experienced Respondents to submit SOQs for an engineering review and summary report with recommendations for repair or rehabilitation of seven (7) existing high hazard potential dams.

RFQ Lead: Glyn Roberts, Senior Buyer

Questions Deadline: September 23, 2021, 5:00 p.m. MDT

Submit Questions to: IDWR.Purchasing@idwr.idaho.gov

Last RFQ Addendum: September 27, 2021

SOQ Submittal Date: October 15, 2021; 4:00 p.m. MDT
Later submittals shall be declined

SOQ Submittal Methods:

<u>Mail via USPS:</u> Idaho Department Water Resources RFQ 2022-01 PO Box 83720 Boise, ID 83720-0098	<u>Personal or Courier Delivery:</u> Idaho Department of Water Resources RFQ 2022-01 322 E Front Street, 6 th Floor Boise, ID 83702
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SOQ Public Opening: October 15, 2021, 4:05 p.m. MDT

1.3 General Information

FEMA provided a grant opportunity through the High Hazard Potential Dam (HHPD) program as a first step in determining which dams nationally are most deserving of federal assistance for repair, rehabilitation, or replacement. IDWR was successful in obtaining a limited amount of HHPD grant money to be directed toward this effort. Consequently, the purpose for IDWR's Dam Safety Program RFQ is to solicit SOQs from qualified engineering professionals, engineering consultants or engineering construction managers who are capable of evaluating existing high hazard potential dam(s), and providing a summary evaluation report itemizing priority items for repair or replacement.

Please note that Respondents must have design and construction experience in dams and reservoir storage projects, and also meet the minimum requirements for licensure as a professional engineer as required per Idaho Code Title 54 Chapter 12. IDWR and the selected individual, firm or other professional engineering entity will enter into a contract to provide services as described herein. The contract amount shall not to exceed **\$202,612.00**. The contract shall commence immediately upon execution of the contract by both parties. The contract shall be completed on or before **September 30, 2022**. *The contract will not provide for any monetary increase or reimbursement, nor will an extension-of-time be granted for completion of the contract.*

IDWR will evaluate and score the SOQs to generate a list of the top three (3) Respondents as outlined in Sections 4.0 and 5.0 of this RFQ. In the event that IDWR should request that interview(s) be conducted, only the top three (3) Respondents will be invited to an interview.

1.4 Background

The intent of the Idaho Legislature, expressed in Idaho Code § 42-1710, is to provide for the regulation of construction, maintenance, and operation of all dams, reservoirs and mine tailings impoundment structures for the protection of public safety. Toward that end, the IDWR Dam Safety Program is authorized to implement those statutory mandates that serve to prevent dam failure and uncontrolled release of water; thus helping to reduce the risk to population and property located downstream. The legislative statutes that authorize program activities are further detailed in Idaho Code §§ 42-1709 through 42-1721.

IDWR's Dam Safety Program strives to achieve the legislative intent by providing regular inspection of existing dams to ensure that proper dam design, construction, operation, maintenance and repair is performed, as necessary, to lower the probability for failure, thereby helping to reduce the number of downstream population at risk. In addition to regular site inspection, other routine duties assigned to the IDWR Dam Safety Program staff include review and approval of engineering designs and emergency action plans, construction supervision, and dam-specific evaluation of existing projects to determine suitability for continued impoundment of water; all for the benefit of public safety. To assist in this endeavor, IDWR attempts to work with the owners of nearly 400 dams statewide in a mutual effort to protect life and property from the consequences of catastrophic dam failure.

In June 1976, Idaho experienced one of the greatest and most destructive dam failures in recent U.S. history. Although the consequential loss of life and property damages were attributed to the failure of a federal dam, the likelihood for catastrophic failure of non-federal dams nonetheless exists, and may actually have increased in the interim as compared to federal dams for the following reasons:

- Many non-federal dam owners do not benefit from annually budgeted revenue which is dedicated to maintenance and repair, nor can they predictably rely on future receipts generated from delivery of stored water to establish an equivalent uniform annual cash flow;
- Dams that existed in 1976 are now more than forty years older, and many of these have a corresponding need for upgrades to mechanical components, and significant repair or replacement of deteriorated or non-functioning structural features;
- Design requirements, engineering standards-of-care, and construction oversight generally have all become more rigorous with regard to downstream failure consequence;
- Design and construction costs have increased disproportionately as compared to original construction, in many instances to the point where non-federal dam owners cannot hire knowledgeable, experienced and responsible design engineers and contractors without acquiring both significant and long-term debt;
- Many lending institutions will not provide loans to private owners, companies and/or irrigation districts without first receiving substantial collateral and/or applying maximum interest rate(s) allowed by law;
- Permitting requirements are generally more expansive, and negotiating the various obstacles that often accompany federal, state and local permit procedures can add significantly to project cost without providing a commensurate tangible benefit;
- Increased development and infrastructure in low lying areas below many dams has resulted in a greater population at risk; thus increasing the dam's perceived hazard classification, and attendant requirements for more rigorous and costly design, construction, and operational safety.

Despite efforts by Idaho Dam Safety staff to identify potential risks based on regular inspection, instrument monitoring, and other operational concerns expressed on behalf of the downstream public, there nonetheless exist several non-federal dams in Idaho that are in dire need of repair, rehabilitation or replacement of one or more integral components in order to meet accepted standards for safe and secure reservoir storage. Of particular concern are those structures whose failure or uncontrolled release of water would result in downstream fatalities and extensive property damage; i.e. high hazard potential dams (HHPD). Although the consequential aspect of risk identification is currently valid for the listed dams, the likelihood (or probability) of encountering a failure is largely unresolved for these dams. Probability estimates must also be assigned in order to determine relative risk for failure of the structure and/or its essential components.

Failure-mode analysis is a tool that has been implemented as an accepted and preferred method that is used to evaluate existing water impoundment structures to assign in order of priority suspected structural or operational deficiencies most critical to failure and accompanying consequences. Idaho's Dam Safety Program has been provided funding assistance to examine a select list of seven (7) existing dams previously noted as being in need of repair or rehabilitation. An expressed need exists for additional explanation as to how best distribute very limited funding for specific identified features, together with recommendations for achieving the greatest benefit in terms of reducing risk to downstream population. Due to the large expense that often accompanies repair and rehabilitation, the prioritization of certain items can be then used to establish greatest need if and when future monies for repair or rehabilitation become available.

2.0 OBJECTIVES

The immediate objective is the timely issuance of this RFQ, to receive good quality SOQs from highly qualified and capable Respondents who are interested in performing the engineering investigations, research, evaluation and analysis necessary to prepare a professional summary report, as described below.

The IDWR Dam Safety Program seeks to develop a Failure Mode/Effects Analysis for each of the following seven (7) dams (table 1) selected by IDWR staff engineers as exhibiting structural, mechanical or operational deficiencies; or for which past design or construction methods do not now meet generally accepted safety standards with respect to potential downstream failure consequence(s). The successful Respondent may require site visit(s) to better consider some or more of the following:

- Existing geologic, structural or other site conditions,
- Observe operation procedures,
- Gather data to effectively rank potential failure modes with regard to downstream populations.

<i>Dam Name</i>	<i>Location</i>	<i>County</i>	<i>National Inventory</i>
<i>Blacks Creek</i>	T02N - R03E - Sec 31	Ada	ID00208
<i>Deep Creek Lower</i>	T14S - R37E - Sec 18	Oneida	ID00005
<i>Crowther</i>	T14S - R36E - Sec 16	Oneida	ID00034
<i>Fish Creek</i>	T01N - R22E - Sec 15	Blaine	ID00183
<i>Mountain Home</i>	T03S - R07E - Sec 18	Elmore	ID00238
<i>Winchester</i>	T33N - R02W - Sec 6	Lewis	ID00148
<i>Strongarm No. 1</i>	T14S - R39E - Sec 2	Franklin	ID00228

Table 1

A location map of the Project dams may be viewed at: <https://idwr.idaho.gov/dams/map/>

The objective of the contract will be to summarize identified failure modes for each of the above named dams, and from that effort, list categorically those features most deserving of repair, rehabilitation, and/or replacement for this group of the seven (7) dams. Note it is possible the results of the study may recognize a single dam as having multiple items among top priority for repair/rehabilitation. Likewise, the results could discover that one or more dams may not have any listed item(s) judged to be a safety priority. However, IDWR anticipates that the results of this independent evaluation will illustrate that among this group of seven dams, there are existing areas of concern for each and every one of these selected structures.

Once the study has been completed, and final report written and accepted by IDWR, future funding opportunities through the HHPD program may present themselves to commence design efforts for one or more of the identified priority item(s); however, not guaranteed nor a part of this contract. Funding opportunities may be negatively affected absent an engineering evaluation and summary report that has been prepared by a reputable engineer or engineering firm, and both reviewed and accepted by the state dam safety program.

3.0 ROLES AND RESPONSIBILITIES

For each listed dam herein, the successful Respondent will review IDWR Dam Safety files, the various existing site inspection reports prepared by IDWR staff and others, design and/or as-built drawings, and any other existing engineering analysis or publication deemed appropriate to prepare a summary of engineering recommendations listing needed repair and/or replacement of critical features or components. IDWR Dam Safety staff shall make themselves available to provide a historic record of all existing data, photographs, and other file information that resides in IDWR archives. The file record will be digitized and provided upon request.

After the list of recommendations for each dam has been assembled, the Contractor will then proceed to rank the importance of recommendations according to: a) the perceived severity of failure consequence, b) the

likelihood of failure, c) estimated cost to implement repair or replacement, and d) the corresponding benefit to downstream populations. It is these four (4) metrics on which the final summary report will be based; again noting that among the top ten (10) selected as priority for repair/rehabilitation, one or more may be appurtenant to a single dam. For example: among the seven (7) dams evaluated, it is discovered that both the spillway and slope stability related to Dam No. C are listed in the top ten (10) items, versus no (zero) priority items listed for Dam No. A and Dam No. G.

A draft report will be submitted to IDWR Dam Safety for review. IDWR Dam Safety shall be afforded the opportunity to provide comment prior to final editing and publication of the report. The draft report will be submitted on or before **July 31, 2022** to coincide no less than thirty (30) calendar days before the end of the contract. The Contractor's responsibility shall include, but is not limited to:

- Provide for all labor, materials, and travel necessary for making site visits.
- Obtain from the dam owner(s) all permissions for property access prior to visiting the dam site.
- Provide all engineering evaluation services, including review of existing reports, publications photographs, drawings, and other existing data in IDWR Dam Safety files, as may be appropriate.
- Pay all printing costs and/or publishing services necessary for preparing the final report; to include all computer, email, and other communication services.
- Submit to IDWR Dam Safety a monthly status report, to include an estimate of the percentage of work completed relative to submittal of the July 31, 2022 draft report, and to be accompanied by a current list of the dams that have been investigated to date.
- Submit to IDWR Dam Safety one (1) complete printed copy of the final report bearing the signed stamp of the lead professional engineer, and one copy of the report in digital format

4.0 PROCUREMENT PROCESS

4.1 IDWR Representative

Glyn Roberts, Senior Buyer
Idaho Department of Water Resources
RFQ 2022-01
322 E Front Street
PO Box 83720
Boise, Idaho 83720-0098
Phone: 208-287-4800
Email Address: IDWR.purchasing@idwr.idaho.gov

4.2 Communications Protocol

All Respondents shall comply with the following communications protocols:

- Any questions regarding the procurement shall be *submitted in writing* to the following email address and shall specifically reference this RFQ: IDWR.Purchasing@idwr.idaho.gov
- IDWR will issue any response to written questions regarding the procurement via written addendum to the RFQ
- Verbal communication with the IDWR Representative, and IDWR Dam Safety staff shall not be construed as binding or contractual

Failure to comply with the above protocols may result in disqualification of the Respondent.

4.3 Procurement Process Overview and Anticipated Schedule

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

Step 1: RFQ. The first step involves the following procedures:

- a) issuing this RFQ,
- b) questions and responses,
- c) receiving SOQs from Respondents,
- d) evaluating and scoring SOQs,
- e) checking references and/or referrals,
- f) optional interviews,
- g) selecting the winning Respondent.

Step 2: Contract Award. The second step involves awarding the contract to the successful Respondent, and the formal acceptance of the award by the same.

Table 4-1 illustrates IDWR's anticipated schedule for the procurement process. IDWR reserves the right to modify the schedule at any time.

Table 4-1. Anticipated Procurement Schedule

Activity	Estimated Dates
RFQ Issued	September 9, 2021
Deadline for Questions on the RFQ	September 23, 2021 at 5:00 p.m. MDT
Last RFQ Addendum	September 27, 2021
SOQ Submittal Date	October 15, 2021 at 4:00 p.m. MDT
SOQ Public Opening of Respondent Submittals at IDWR, 322 East Front Street, Boise, ID	October 15, 2021 at 4:05 p.m. MDT
Interviews (Optional)	October 25-October 29, 2021
Selection Announcement	November 1-November 5, 2021
IDWR Award of Contract	November 15, 2021

4.4 Evaluation Committee

An Evaluation Committee will review and score SOQs, prepare a list of ranked Respondents, conduct interviews, as may be appropriate, and ultimately select a Respondent with whom to award the contract. IDWR may seek input from a variety of technical, legal, and/or financial advisors during this process.

Respondents are responsible to ensure the submitted SOQ complies with this RFQ, and that submitted information adequately demonstrates required professional qualification(s). In the event IDWR determines a Respondent has failed to provide any information requested in this RFQ, such failure may result in a rejection of the SOQ.

4.5 Addenda

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

the submittal deadline, and to obtain all addenda prior to submitting their SOQs. All addenda must be acknowledged by the Respondents in their SOQ submittals.

In the unlikely event revision to either the RFQ or to the overarching review process becomes necessary or desirable (at IDWR sole discretion), IDWR will issue written addenda, as deemed appropriate or necessary. All addenda to this solicitation will be posted and available for downloading on the IDWR Solicitations website:

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

4.6 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. Should the Respondent perceive that extraordinary circumstances require a change, a request must be submitted in writing to the IDWR Representative named in Section 4.1 who may elect to or may not 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 may result in elimination of the Respondent from further consideration, or once awarded, termination of the contract.

4.7 Confidential Information

All SOQs submitted in response to this RFQ will become property of IDWR and will be kept confidential until a recommendation for award of a contract has been announced. Thereafter, except for financial statements, SOQs are subject to public inspection and disclosure under the Idaho Public Records Act, Idaho Code § 74-101 *et seq.* Please keep a copy of all submitted information, as the original documents will not be returned.

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 make specific request that IDWR 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 its determination that portions marked as such, qualify for exemption from disclosure under the Idaho Public Records Act. A Respondent may not designate its entire SOQ as confidential. IDWR will not honor such designations and will disclose submittals so designated to the public.

If a Respondent requests that marked information be withheld from disclosure, and IDWR complies with the Respondent's request, the Respondent shall assume all responsibility for any challenges resulting from the non-disclosure, and shall indemnify and hold harmless IDWR 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 Respondent's information. Respondent shall not make a claim, sue, or maintain any legal action against IDWR or its director, employees, agents, or advisors concerning the withholding from disclosure of Respondent's information. Absent a written request from a Respondent that IDWR withhold from disclosure information identified as confidential, IDWR shall have no obligation to withhold the information, and may release the information without incurring any liability to Respondent.

4.8 Appeals

Written objections to prequalification procedures must be received by IDWR, at the location provided in Section 5.1, at least three (3) business days before the date and time that SOQs are due.

4.9 RFQ and SOQ Submittal Process

4.9.1 Responsiveness

Each SOQ that is submitted to IDWR 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.

4.9.2 Minimum Qualifications

Respondents will be required to demonstrate that they meet certain minimum qualifications, as set forth in Section 5. Failure to meet minimum qualifications will result in a Respondent's SOQ being eliminated from further evaluation.

4.9.3 Checking of References

As part of the process, IDWR will conduct initial checking by phone and/or email of the reference(s) offered by the Respondent. One or more of the listed references will be consulted, and information obtained may be used to verify the validity of information included in SOQ. Non-responsive references, or references that fail to support applicable SOQ information will be considered in scoring SOQs. Staff currently employed by IDWR shall be excluded from being named as a reference by the Respondent.

4.9.4 Evaluation

Responsive SOQs that satisfy the Minimum Qualification Requirements will be scored and ranked relative to the group, using the evaluation criteria set forth in Section 5. Based on this scoring and ranking, IDWR will notify all Respondents of those which are in the top three.

4.9.5 Interviews

IDWR may, at its sole discretion, hold interviews with the top three (3) Respondents that have submitted responsive and complete SOQs. Interviews will not be separately scored.

4.9.6 Ranking of Respondents

Upon completion of reference checks deemed appropriate by IDWR, the Evaluation Committee will complete its scoring of the SOQs, and will then rank the SOQs and recommend the selection of a Respondent to invite for acceptance of the contract.

5.0 SOQ SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

Failure to comply with the requirements of this RFQ may result in disqualification.

SOQs shall be concise and sufficiently well organized to demonstrate the Respondent's applicable qualifications, experience, and approach to the Project. The use of standardized marketing literature shall be limited, and may be discounted or ignored if deemed excessive by IDWR.

The Respondent, by submission of an 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.

Engineers are required to be registered with the Idaho State Board of Professional Engineers and Land Surveyors during SOQ submittal, and are required to maintain such registration during the life of the Contract. Upon selection, engineers/engineering firms will be required to provide proof of registration. For additional information regarding Professional Engineer registration, please contact the Idaho State Board of Professional Engineers and Land Surveyors at (208) 373-7210, or their website: www.ipels.idaho.gov

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

5.1 Submittal Requirements, Deadline, and Location

SOQs must conform to the following submittal requirements:

- Introductory Letter
- Completed Cover Page
- Respondent's Statement of Qualification
- Signed Certification Regarding Debarment, Suspension, and other Responsibility Matters
- Signed State of Idaho Signature Page
- A minimum of three (3) References and contact information

Submittals must be received no later than 4:00 p.m. MDT on October 15, 2021, at the offices of:

Idaho Department of Water Resources

<u>Mail via USPS:</u> Idaho Department Water Resources RFQ 2022-01 PO Box 83720 Boise, ID 83720-0098	<u>Personal or Courier Delivery:</u> Idaho Department of Water Resources RFQ 2022-01 322 E Front Street, 6 th Floor Boise, ID 83702
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SOQs received by IDWR after the time and date specified above will not be considered.

5.2 Page Limitations, Required Copies, and Labeling

The executed paper original, four (4) paper copies, and one (1) digital copy in electronic format (.pdf) on USB flash drive of the SOQ document including all required appendices shall be submitted.

SOQs shall be limited to 10 pages, excluding the cover sheet, table of contents, divider sheets, reference project profiles, resumes, and appendices. All sheets larger than 8.5 x 11 inches will be counted as two (2) pages. Paper copies should be printed double-sided. Submittals shall be legible, and shall include side margins no less than 0.5 inches, with 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
- Idaho Rehabilitation of High Hazard Potential Dams SOQ

5.3 Withdrawals/Resubmittal of SOQs

A SOQ received by IDWR may be withdrawn by the Respondent upon written request at any time prior to the deadline for its submission. Following withdrawal of its SOQ, the Respondent may submit a new SOQ, provided that it is received prior to deadline for submission.

5.4 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 the Respondent, or 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
 - Required Forms
 - Complete all required forms and certifications (See Attachment B)
- RFQ Section 2: Qualifications and Experience
 - Respondent/Key Firm’s Experience and Capacity to Deliver
 - Provide a description of the experience of the Respondent. Note as appropriate any experience where other 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 will use to assure delivery of the Project
 - Provide descriptions of up to three (3) relevant projects, each completed no longer than six (6) years prior to date of submission. The projects must demonstrate the required experience to collectively address the types of services required for this Project

- Examples of projects must demonstrate Respondent’s relevant design or construction experience with both earthen and concrete dams
- 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(s) specifically responsible for review, evaluation, and summary recommendation(s) of the Project
 - Describe any other named sub consultants and subcontractors and their expected roles
 - Firm organizational chart to illustrate relationships among the Respondent’s team members
 - Describe approach to team continuity with respect to firms and personnel

5.5 SOQ Evaluation Criteria Weighting

Table 5-1 indicates weighting that will be given to the scored evaluation criteria.

Table 5-1 Criteria Weighting

Experience and Qualifications (70 points)	
1. Respondent 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. Review, Evaluation, and Recommendation Approach	50 points

6.0 IDWR RIGHTS

The issuance of this RFQ does not constitute an assurance by IDWR that any contract will actually be entered into by the IDWR, nor does it constitute an assurance that IDWR is obligated to reimburse a Respondent for any cost incurred in preparation of the SOQ whatsoever. IDWR expressly reserves the right to the following:

- Waive any immaterial defect or informality in any response or response procedure
- Reject any and all SOQs

- Supplement, amend, or otherwise modify the RFQ
- Cancel this RFQ with or without the substitution of another RFQ
- Reissue another RFQ at the sole discretion of IDWR
- Request additional information and data from any or all Respondents
- Extend the date for submission of responses
- Disqualify any Respondent who fails to provide information or data requested herein
- Disqualify any Respondent who provides unverified information or inaccurate data
- Disqualify any Respondent on the basis of an identified financial conflict of interest

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

ATTACHMENT A

STANDARD CONTRACT PROVISIONS

I. DEFINITIONS

- A. "Department" or "IDWR" shall mean the Idaho Department of Water Resources, 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 Department to administer this Contract on behalf of the Department 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 Department's Director, or anyone authorized to act on his 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 Department.

III. LIMITATION OF PROGRAM FUNDS

- A. The Contractor acknowledges that the Department cannot obligate funds prior to obtaining funding approval.
- B. The Department 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 Department, 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 Department, the Department may immediately terminate this Contract or amend it

accordingly. In no event shall the Department be liable for any payments in excess of approved or appropriated funds available for this project.

IV. TERMINATION FOR CONVENIENCE

- A. The Department may terminate for its convenience this Contract in whole or in part. In such event, the Department 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 Department 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 Department 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 Department is effective when given, but in such a case, the Department 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 Department 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 Department, 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 Department'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 Department, to begin fulfilling its obligation to indemnify, defend, and save harmless the Department. 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 Department under this Contract. However, if it is determined by a final judgment that the Department's negligent act or omission is the sole proximate cause of a suit or claim, the Department shall not be entitled to indemnification from Contractor with respect to such suit or claim, and the Department, 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 Department under this section must be free of any conflicts of interest, even if retention of separate legal counsel for the Department is necessary. Any attorney appointed to represent the Department 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 Department 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 Department 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 Department 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 Department 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 Department 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 Department 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 Department.
- B. In the event a delegation of duties or an assignment of benefits is approved by the Department, 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 Department will not accept the marking of an entire document as exempt. In addition, the Department 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 Department 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 Department 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 Department and are subject to the rights of the Department set forth in this section.
- B. The Department 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 Department 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 Department, 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 Department, 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. CERTIFICATION CONCERNING BOYCOTT OF ISRAEL

Pursuant to Idaho Code § 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$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.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. 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.

XXIV. 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.

XXV. SOVEREIGN IMMUNITY

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

XXVI. 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.

XXVII. NOTICES

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

Idaho Department of Water Resources
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 _____

Idaho Professional Engineer License Number and Expiration Date _____

Telephone _____

Fax _____

E-Mail _____

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 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 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 for Use with Request for Qualifications (RFQ) Response

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 DEPARTMENT OF WATER RESOURCES 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.

Mail your response to: Idaho Department of Water Resources
RFQ 2022-01
PO Box 83720
Boise, ID 83720-0098

Personal or courier delivery to: Idaho Department of Water Resources
RFQ 2022-01
322 E Front Street, 6th Floor
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 Department of Water Resources Standard Contract Provisions, as incorporated by reference into 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 addendums that have been issued for this solicitation.

RFQ No: 2022-01 **RFQ Title:** Engineering Study for Rehabilitation of High Hazard Potential Dams

RESPONDENT (Company Name) _____

ADDRESS _____

CITY, ST, ZIP _____

PHONE: _____ FAX: _____ FEIN: _____

E-Mail: _____

Signature

Date

Printed Name

Title

RETURN THIS SIGNATURE PAGE WITH YOUR STATEMENT OF QUALIFICATIONS