



REQUEST FOR QUALIFICATIONS (RFQ)

DATE: August 24, 2022

TO: Architects, Engineers, and Construction Managers

FROM: The Idaho Water Resource Board (IWRB)

SUBJECT: Owner's Advisor Services - Mountain Home Air Force Base Water Resilience Project

Statement of Qualifications (SOQ) shall be submitted on or before October 7, 2022, as follows:

By Mail to:

IWRB - RFQ No. 2023-01
322 E Front Street
PO Box 83720
Boise, ID 83720-0098

By Personal or Courier Delivery to:

IWRB - RFQ No. 2023-01
322 E Front Street, Suite 648
Boise, ID 83702

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

All questions about this RFQ should be in writing and directed to:

Glyn Roberts, Senior Buyer
Idaho Department of Water Resources
322 E Front Street
PO Box 83720
Boise, ID 83720-0098
Idwr.purchasing@idwr.idaho.gov

Answers to your questions and any modifications to this RFQ will be posted on the Idaho Department of Water Resources (IDWR) web page: <https://idwr.idaho.gov/solicitations/>. Respondents to this RFQ should check this page prior to making their submittal.

An informational meeting will be held at 322 E Front Street 6th Floor, Boise, Idaho, to provide further clarifications and answer questions about the RFQ. All answers will be posted on the IDWR web page at: <https://idwr.idaho.gov/solicitations/>.

Schedule:

RFQ issued.	August 24, 2022
Informational meeting at: IDWR, 322 E Front Street, Boise, Idaho, 6th floor.	September 6, 2022, 10:00 am MT
Deadline for questions on the RFQ.	September 16, 2022, 5:00 pm MT
Responses to questions posted to IDWR web page: https://idwr.idaho.gov/solicitations/ .	September 22, 2022
SOQ submission deadline. No SOQ packages will be accepted after this deadline.	October 7, 2022, 4:00 pm MT
SOQ opening at: IDWR, 322 E Front Street, Boise, Idaho, Conference Room 602B.	October 7, 2022, 4:05 pm MT
Interview top scoring Respondents.	Week of October 31 - November 4

1. PROJECT DESCRIPTION AND GENERAL INFORMATION

1.1 PROJECT DESCRIPTION

- The Mountain Home Air Force Base Water Resilience Project is a collaborative effort between the IWRB and the United States Air Force (Air Force) that will provide water from the Snake River to Mountain Home Air Force Base (MHAFB). In May 2021, the IWRB, the Governor of Idaho, and the Air Force signed a Memorandum of Understanding, under which the Board will construct a pumping station and a 14.4-mile pipeline to deliver water from the Snake River to a water treatment plant that will be constructed for the Air Force by the U.S. Army Corps of Engineers. The proposed pump/intake location and pipeline alignment are shown in Figure 1.
- Once completed, the IWRB will transfer ownership and responsibility for operating the pipeline and pumping facilities to the Air Force. Current plans call for the IWRB to complete the pumping station and pipeline in time to test and commission the water treatment plant during the summer of 2025. The completed pipeline and pumping facilities must conform with Department of Defense United Facilities Criteria, including Department of Defense Security and Anti-Terrorism Standards.

1.2 CONFIDENTIAL INFORMATION

All SOQs 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, 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 the IWRB withhold from

disclosure the proprietary information by marking that portion on each page containing such proprietary information as confidential. By submitting an 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. The IWRB 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 the IWRB 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 the 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 Respondent's information. Respondent shall not make a claim, sue, or maintain any legal action against the IWRB or its director, employees, agents, or advisors concerning the withholding from disclosure of Respondent's information. Absent a written request from a Respondent that the IWRB withhold from disclosure information identified as confidential, the IWRB shall have no obligation to withhold the information and may release the information without incurring any liability to Respondent.

1.3 IWRB RIGHTS

The issuance of this RFQ does not constitute an assurance by the IWRB that any contract will actually be entered into by the IWRB, nor does it constitute an assurance that the IWRB is obligated to reimburse a Respondent for any cost incurred in the preparation of the SOQ whatsoever. 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
- 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 the IWRB
- 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 the IWRB of any fact in dispute as to this RFQ or the responses thereto shall be final and conclusive, except as provided herein.

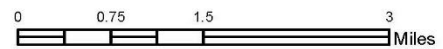
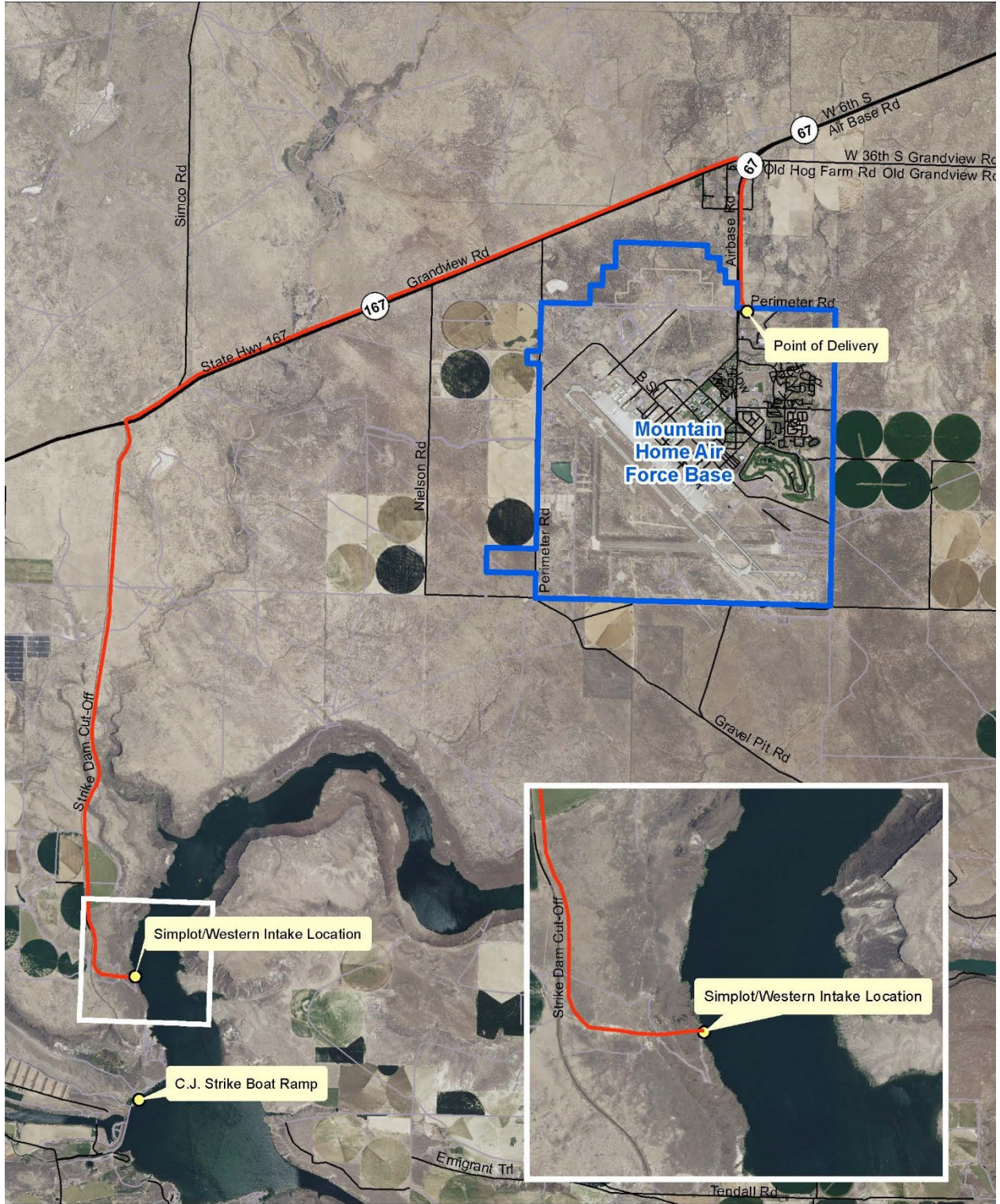


Figure 1: Proposed Pump/Intake Location and Pipeline Alignment

2. DESCRIPTION OF REQUIREMENTS

2.1 REQUIRED SERVICES

The IWRB is seeking an Owner's Advisor (OA) to assist with the Mountain Home Air Force Base Water Resilience Project (Project). The IWRB may request the OA's assistance with some or all of the following tasks:

- Selecting a Design-Build (DB) firm to design and construct the Project in accordance with State of Idaho procurement rules.
- Developing Statements of Work (SOWs), Requests for Qualification (RFQs), Requests for Proposal (RFPs), and other documentation needed to select a qualified DB firm.
- Administering portions of the selection process.
- Reviewing proposals from candidate DB firms.
- Developing contractual documents with the selected DB firm.
- Developing reports and obtaining permits from state and federal agencies.
- Administering contracts with the selected DB firm.
- Monitoring project timeline and budget.
- Reviewing, processing, and maintaining records of progress payments, requests for information, change directives, change requests, and claims.
- Participating in Design Reviews with the selected DB firm.
- Overseeing and monitoring design quality.
- Overseeing and monitoring construction quality.
- Obtaining technical and professional services, including materials testing, land surveying, consulting engineering, and geotechnical services as required.
- Conducting pre- and post-construction site surveys, final completion inspection(s), and verification that the contractor has corrected any deficiencies.
- Organizing and attending meetings between the IWRB, OA, DB firm, federal government agencies, and other parties as required.
- Providing presentations and updates to the IWRB as required.

2.2 DUTIES AND RESPONSIBILITIES

- The OA must disclose promptly to the IWRB any matters that may give rise to a potential conflict of interest on its part while performing its duties.
- Except as required for the discharge of its duties to the IWRB under the contract or required by subpoena or court order, the OA agrees to hold in the strictest confidence all information, documents, and materials obtained or developed in

connection with its services under the contract, and that the OA should reasonably know to be of a confidential or sensitive nature.

- OA to provide all necessary office equipment and supplies to perform required duties and responsibilities, computer, cell phone, etc.
- Work Product Ownership: All work products of the OA, including reports, charts, sketches, plans, specifications, computer programs, or similar documents, become the sole property of the IWRB and may not be copyrighted or resold by the OA. Access to IWRB files, software, programs, and contracted services will be provided as necessary to facilitate consistency with the IWRB's Project Management procedures and policies.
- Plan Security: The OA acknowledges that the plans pertaining to any IWRB project have been declared exempt from public record inspection for security reasons. The OA hereby expressly acknowledges and agrees to disclose plans only to a licensed architect, engineer, or contractor who is bidding on or performing work on or related to buildings, facilities, infrastructures, systems, or other structures owned, operated, or leased by the State.

2.3 GENERAL REQUIREMENTS

- Pricing: OA shall be paid based on documentation and itemization of work performed and included in invoicing. Invoicing must contain a detail of services, including rates and hours of work performed and rates of pay. The IWRB shall not be responsible for any unauthorized expenses of the OA.
- The IWRB agrees to pay the OA an hourly rate of pay with straight time for any time over eight hours, including weekends and holidays, based on hours worked. Hours are on an as-needed basis with a schedule developed with the OA. Invoicing shall be submitted on a monthly basis.
- The OA shall provide professional liability insurance, unless waived in writing by the IWRB, in an amount no less than \$1,000,000 combined single limit. If liability insurance required by this section is obtained through a "claims made" policy, this coverage or its replacement shall have a retroactive date of no later than the inception of the contract. The OA must maintain such liability insurance for two (2) years from the date services are last provided under the contract. The OA shall be responsible for paying all premiums, deductibles, and all costs not covered by such insurance.
- Any insurance provided shall be in the form of policies or contracts for insurance with insurers of good standing. Evidence of such insurance coverage or self-insurance shall be in the form of a certificate of insurance or statement of financial responsibility and shall include a provision that cancellation, refusal to renew the policy, or change in any material way the nature or extent of the coverage provided by such policy or policies will be ineffective without first giving the IWRB thirty (30) calendar days written notice by certified, or registered mail, return receipt requested.

- The OA shall indemnify, defend, and save harmless the State of Idaho, the IWRB, their officers, agents, and employees from and against any liability, claims, damages, losses, expenses, actions, and suits whatsoever, including injury or death of others or any employees of the OA or the OA's consultants caused by or arising out of the negligent performance, act, or omission by the OA of any term of this contract.
- The OA shall identify any sub-consultants it engages to work on the Project.
- The OA and Project sub-consultants will be ineligible to act as a design professional or general contractor for this Project.
- The OA and any Project sub-consultants may be required to submit to a security screening which may include fingerprinting and criminal background checks. A person with a conviction of certain crimes may be precluded from accessing the site(s) or working on the Project.
- It is essential that the OA Team be adequately staffed with experienced personnel capable of and devoted to the successful accomplishment of work to be performed under the contract. The specific individuals listed in the proposal, including the Lead Consultant, shall be assigned to the key positions and shall not be removed or replaced without written approval of the IWRB. Replacement personnel submitted for approval must have qualifications and experience at least equal to those listed in the proposal. The Lead Consultant must be licensed as a Professional Engineer in the State of Idaho.

3.0 EVALUATION CRITERIA AND PROCESS

3.1 COMPANY OVERVIEW AND EXPERIENCE

- A. Provide an overview of the company.
- B. Provide one or two examples in which the company has served as a designer, contract manager, or OA on a water pumping and transmission pipeline project within the last five years. Provide references.
- C. Provide one or two examples in which the company has served as contract manager or OA on a water project requiring construction to be performed in a river or other body of water within the last five years. Provide references. These may be the same examples and references identified under Section 3.1.B.

3.2 TEAM ORGANIZATION AND EXPERIENCE

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

- A. For the Lead Consultant, please provide the following:
 - a. The fraction of the Lead Consultant's time that will be devoted to this Project.
 - b. A resume describing the Lead Consultant's qualifications, including relevant experience as an OA, designer, contract manager, or contractor on projects

involving water transmission pipelines or work requiring construction to be performed in a river or other body of water within the last five years. Provide one or two examples with references.

- c. Experience managing teams. Provide one or two examples with references.
 - d. The Lead Consultant's Professional Engineering License Number.
 - e. Any additional relevant licenses or certifications.
- B. For each additional key team member, please provide the following:
- a. The key team member's role on this Project.
 - b. The fraction of the key team member's time that will be devoted to this Project.
 - c. An explanation of how the team member's knowledge, skills, and experience will allow them to complement, augment, and assist the project manager.
 - d. Any relevant licenses or certifications.
 - e. References supporting the key team member's experience and involvement in each of the examples described under Sections 3.3 through 3.9.

3.3 EXPERIENCE IDENTIFYING, SELECTING, AND CONTRACTING WITH A QUALIFIED DESIGN-BUILD FIRM

Identify the key team member(s) who will assist the IWRB in the selection of a qualified design-build firm, the selection of other professionals and consultants as required, and the preparation of SOWs, RFQs, RFPs, specifications, and contracts.

- A. Provide one or two examples in which the team member(s) identified above were involved in the selection of a DB firm under State of Idaho procurement rules within the past five years.
- B. Provide one or two examples in which the team member(s) identified above were involved in writing RFQs and RFPs that were used to select a qualified design-build firm within the past five years.
- C. Provide one or two examples in which the team member(s) identified above were involved in selecting and writing SOWs, specifications, and contracts with DB firms within the past five years.

3.4 EXPERIENCE WORKING WITH STATE AND FEDERAL AGENCIES

Identify the key team member(s) who will assist the IWRB in working with state and federal agencies.

- A. Describe the key team members' experience working with the Idaho Department of Environmental Quality within the past five years, including work developing or updating an IDEQ Facilities Plan.
- B. Describe the key team members' experience working with the U.S. Bureau of Land Management within the past five years.

- C. Describe the key team members' experience working on projects that are required to conform with DOD Unified Facilities Criteria, including UFC 4-010-06 (Control Systems), UFC 3-580-01 (Telecommunications), UFC 4-022-03 (Security Fences and Gates), UFC 4-022-02 (Vehicle Barriers), UFC 4-020-01 (DoD Security Engineering), and UFC 4-010-01 (Anti-Terrorism Standards).
- D. Describe the key team members' experience obtaining permits for in-water work from the U.S. Army Corps of Engineers.

3.5 CONTRACT ADMINISTRATION AND DOCUMENT MANAGEMENT

Identify the key team member(s) who will be helping the IWRB administer the contract.

- A. Describe the processes and software systems that the team members will use to estimate and track costs.
- B. Describe the processes and software systems that the team will use to develop a timeline, determine critical activities, and identify and correct activities when they are not on schedule.
- C. Describe the processes and software systems that the team will use to document, archive, and review contractor submittals, including progress (pay) estimates, change orders, change directives, claims, and contractor requests for information.
- D. Provide one or two examples in which the key team members performed the work described in Section 3.5.A-C above within the past five years.

3.6 DESIGN PHASE OVERSIGHT, MANAGEMENT, AND QUALITY ASSURANCE

Identify the key team member(s) who will assist the IWRB with design phase oversight, design reviews, specifications, engineering proposals, design changes, and post-construction as-built drawings.

- A. Explain the methods that the team will use to monitor design quality and progress, document communications between the designer, IWRB, and OA, and record that communication.
- B. Provide one or two examples in which the identified key team members have participated in design reviews involving water transmission projects within the past five years.

3.7 CONSTRUCTION PHASE OVERSIGHT, MANAGEMENT, AND QUALITY ASSURANCE

Identify the key team member(s) who will assist the IWRB in overseeing the construction phase of the Project.

- A. Explain the methods that the team will use to conduct and document on-site observations of quality, obtain and test material samples, monitor and document

construction progress and project close-out, and document communications between the designer, IWRB, and OA.

- B. Provide one or two examples in which the identified key team members performed the work described in Section 3.7.A within the past five years.

3.8 ENGINEERING AND TECHNICAL SUPPORT

Identify the key team member(s) who will be helping the IWRB conduct a pre-construction site survey. Please explain the processes that will be used to conduct and document the results of pre-construction site surveys.

3.9 MEETING FACILITATION AND PRESENTATIONS

- A. Identify the key team member(s) who will be helping the IWRB organize recurring and unscheduled meetings between the IWRB, Design-Builder, and governmental agencies.
- B. Identify the key team member(s) who will be helping the IWRB present project proposals and provide project proposals to the IWRB, Design-Builder, and governmental agencies.

3.10 SUBMITTAL

Your submittal should conform with the following criteria. Failure to conform with these criteria may result in your submittal package not being considered by the evaluation committee.

- A. Your submittal package should include five hard copies and a USB drive containing a PDF of your submittal.
- B. Include a Cover Page with the email address of your primary contact person (see Attachment A).
- C. Include a Table of Contents.
- D. The body of the submission should:
 - a. Be no more than 25 pages long.
 - b. Be in a legible font, no smaller than 11 points.
 - c. Contain a separate section for each of criteria 3.1 through 3.9, above.
- E. Signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters (see Attachment B).
- F. Signed Signature Page (see Attachment C).
- G. Include contact information for all references cited. These may be included in a separate section.
- H. Include copies of relevant licenses or certifications used to support team member qualifications. These may be included in a separate section.

3.11 EVALUATION AND RANKING

A selection committee will score each SOQ using the weighting criteria listed in Table 1. As part of the process, the IWRB 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 the IWRB shall be excluded from being named as a reference by the Respondent.

Criterion Number	Criterion	Maximum Points Possible
3.1	Company Overview and Experience	25
3.2	Team Organization and Experience	40
3.3	Experience Identifying, Selecting, and Contracting with a DB Firm	20
3.4	Experience Working with State and Federal Agencies	20
3.5	Contract Administration and Document Management	25
3.6	Design Phase Oversight, Management, and Quality Assurance	25
3.7	Construction Phase Oversight, Management, and Quality Assurance	25
3.8	Engineering and Technical Support	10
3.9	Meeting Facilitation and Presentations	10
SUBTOTAL: Submittal Package		200
INTERVIEW: If selected		200
TOTAL POINTS POSSIBLE		400

Table 1: Weighting Factors

3.12 INTERVIEW PROCESS AND FINAL RANKING

The Selection Committee will hold interviews with up to the top three respondents. Final ranking will be based on the combined points obtained for the submittal and for the interview. In the event the IWRB and the top ranked team are unable to negotiate a satisfactory contract, the IWRB will undertake negotiations with the second ranked team, and so on.

3.13 SELECTION

- Upon selection of an OA, the IWRB will issue a letter of intent. However, final acceptance is contingent upon the successful negotiation of a Contract.
- The contents of the submittal may be used in a legal contract. Candidates should be aware that methods and procedures proposed could become contractual obligations. The successful firm will be required to sign a contract including the contractual language provided in the sample contract to be posted as an addendum.

- The IWRB reserves the right to reject any or all proposals received as a result of this request. The IWRB may also negotiate separately with any source in any manner necessary to serve the best interests of the State of Idaho and the IWRB. Awards will be made on the basis of submittals resulting from this request and subsequent interviews and the associated ranking criteria noted above.

End RFQ

Attachment A

COVER PAGE

Company _____

Address _____

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

Contact Name _____

Idaho Professional Engineer License Number and Expiration Date _____

Telephone _____

Fax _____

Email _____

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

Type of Firm:

Corporation LLC Partnership Sole Proprietorship

Other _____

Other Firm Offices, if any:

Attachment B

**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

Attachment C



SIGNATURE PAGE

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

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

Mail your response to:

Personal or courier delivery to:

IWRB – RFQ No. 2023-01
322 E Front Street
PO Box 83720
Boise, ID 83720-0098

IWRB - RFQ No. 2023-01
322 E Front Street, Suite 648
Boise, ID 83702

This RFQ response is submitted in accordance with all documents and provisions of the specified RFQ Number and Title provided below. By my signature I accept the terms, conditions and requirements contained in the solicitation, including, but not limited to, the Idaho Water Resource Board Standard Contract Provisions, 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: 2023-01

RFQ Title: Owner’s Advisor Services

RESPONDENT (Company Name) _____

ADDRESS _____

CITY, ST, ZIP _____

PHONE: _____ FAX: _____ FEIN: _____

Email: _____

Signature

Date

Printed Name

Title

RETURN THIS SIGNATURE PAGE WITH YOUR STATEMENT OF QUALIFICATIONS