



IDAHO DEPARTMENT OF
WATER RESOURCES

REQUEST FOR QUALIFICATIONS (RFQ)

RFQ 2026-02

ENGINEERING CONSULTING SERVICES FOR UNDERGROUND INJECTION CONTROL (UIC) PROGRAM

Issued February 11, 2026

SOQ Submittal Date March 18, 2026

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1.0 INTRODUCTION

1.1 Acronyms, Abbreviations, and Definitions

EPA – Environmental Protection Agency

MAR – Managed Aquifer Recharge

UIC – Underground Injection Control

IDWR – Idaho Department of Water Resources

RFQ – Request for Qualification

SOQ – Statement of Qualification

USDW – Underground Sources of Drinking Water

PWS – Public Water System

PFAS – Per- and Polyfluoroalkyl Substances

SDWA – Safe Drinking Water Act

ESPA – Eastern Snake Plain Aquifer

IDEQ – Idaho Department of Environmental Quality

Consultant: The individual or firm selected through this RFQ process and under contract with the IDWR to provide professional engineering and technical services as described in this solicitation.

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

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 Consulting Services for IDWR UIC Program

Description: IDWR seeks a qualified engineering Consultant to develop recommendations, in the form of a technical report, establishing permitting requirements and assessment methods to ensure that aquifer recharge activities using Class V injection wells are designed, constructed, and operated in a manner that does not adversely affect public drinking water systems or public health. In addition, the selected Consultant will provide as-needed engineering review and recommendations for UIC-MAR applications submitted to IDWR during the contract term.

RFQ Lead: Glyn Roberts, Purchasing Agent

RFQ Release Date: February 11, 2026

Informational Meeting: February 19, 2026, 1:00 p.m. (MDT) in Conference Room 602C-D, 322 E Front Street, 6th Floor, Boise, Idaho

A web conference link for the meeting will be available to Respondents not able to attend in person. Contact Glyn Roberts by email for the meeting link at: idwr.purchasing@idwr.idaho.gov.

Questions Deadline: February 25, 2026, 11:59 p.m. MDT

SOQ Due: March 18, 2026; 5:00 p.m. MDT

SOQ Public Opening: March 19, 2026; 10:00 a.m. MDT in IDWR Conference Room 602A 322 E Front Street, 6th Floor, Boise, Idaho

Term of Contract: Five (5) Years.

1.3 Purpose

The IDWR UIC Program seeks Statements of Qualifications (SOQs) from engineering consultants with demonstrated expertise in public drinking water systems and regulatory requirements, aquifer recharge and injection wells, hydrogeology, pathogen fate and transport modeling, dye tracer studies, monitoring plan development, source water protection plans, surface water treatment for potable water systems, and public health risk assessment.

The purpose of this solicitation is to obtain professional engineering services to develop recommendations, in the form of a technical report, establishing permitting requirements and assessment methods to ensure that aquifer recharge activities using Class V injection wells are designed, constructed, and operated in a manner that does not adversely affect public drinking water systems or public health. In addition, the selected Consultant will provide as-needed engineering review and recommendations for UIC-MAR applications submitted to IDWR during the contract term.

The total budget for all services under this Contract, including development of the technical framework and as-needed application review support, shall not exceed \$500,000 over the five-year contract period.

Respondents must demonstrate the technical qualifications described above and meet all applicable professional engineering licensure requirements, including registration as a Professional Engineer in accordance with Idaho Code, Title 54, Chapter 12.

1.4 Background Information

The IDWR's UIC program operates under a primacy agreement with the EPA, which authorizes the State to regulate Class V injection wells in accordance with 40 CFR Parts 141, 142, 144, 145, and 146, as well as Idaho's Rules and Minimum Standards for the Construction and Use of Injection Wells (IDAPA 37.03.03). The primary objective of the UIC program is to ensure that projects proposing injection activities will not endanger Underground Sources of Drinking Water (USDWs) and Public Water Systems (PWSs), in accordance with the Safe Drinking Water Act (SDWA).

IDWR is receiving an increasing number of proposals to inject untreated surface water directly into USDWs for the purpose of Managed Aquifer Recharge (MAR). While MAR offers important public and environmental benefits, the direct injection of surface water into drinking water aquifers may introduce pathogenic organisms, including total coliform, E. coli, Legionella, Giardia,

Cryptosporidium, and enteric viruses, which can pose significant health risks to existing and future PWSs and domestic wells. Such impacts could result in Ground Water Under the Direct Influence of Surface Water designations, requiring PWSs to install costly disinfection and filtration treatment systems, or lead to the Idaho Department of Environmental Quality (IDEQ) denying PWS monitoring waivers, increasing monitoring frequency and associated costs. Collectively, these consequences could adversely affect the long-term feasibility of some PWSs.

To address these risks, IDWR seeks to establish clear and technically defensible expectations for evaluating chemical, radiological, and pathogen related contaminant hazards associated with MAR injection wells. This includes (1) determining when pretreatment is necessary; (2) establishing the technical basis for those determinations; and (3) when required, developing frameworks that describe effective pretreatment methods such as filtration, disinfection, and other treatment techniques capable of addressing all contaminants that may exceed primary drinking water standards. The framework will also incorporate best practices, including fate and transport modeling and tracer study approaches where appropriate, along with other analytical methods needed to support consistent and protective permitting decisions.

1.5 Informational Meeting

A non-mandatory Informational Meeting will be held at the location and time as indicated in Section 1.2 of this RFQ. This will be your opportunity to ask questions, in person, of the IDWR staff. All parties interested are invited to attend the conference in person. Any oral answers given by the State during the Informational Meeting are unofficial and will not be binding on the State. Conference attendance is at the participant's own expense.

2.0 OBJECTIVES

The immediate objective of this solicitation is to select a highly qualified Consultant to develop recommendations on permitting requirements, technical evaluation methods, and UIC-MAR permit application review processes to ensure that proposed aquifer recharge activities using Class V injection wells are designed and operated in a manner that does not endanger USDWs, PWS wells, or public health:

2.1 Technical Framework Report

The Consultant shall prepare a report titled: ***"Idaho Technical Standards for Managed Aquifer Recharge Using Injection Wells."***

The report shall establish a clear, technically defensible framework that defines minimum information, analyses, and design elements required for IDWR to evaluate UIC-MAR permit applications in the State of Idaho.

The report shall address the following key areas:

- a. Regulatory and Technical Framework
 - Review applicable federal and state requirements governing MAR and injection wells, including UIC regulations, the SDWA, and relevant standards and guidance (e.g., ASCE 69-19, AWWA M63, USEPA Ground Water Rule).
 - Define minimum protection requirements for USDWs, PWS wells, domestic wells, and public health applicable to MAR injection wells in Idaho.
 - Develop an Idaho-specific framework and evaluation workflow for reviewing UIC-MAR permit applications in the ESPA, with the intent of establishing consistent, transparent expectations for UIC-MAR permit applicants.
 - Provide a survey summary of other states' regulatory approaches and requirements for MAR projects proposing injection of surface water.

- b. Risk Assessment and Pretreatment Requirements
 - Evaluate pathogen-related risks (e.g., bacteria, viruses, protozoa, Legionella) and other regulated chemical contaminants (e.g., PFOA, PFOS) associated with injection of surface water into USDWs within the Eastern Snake Plain Aquifer (ESPA) and across the State of Idaho.
 - Identify critical control points in the MAR system and best known engineering practices to mitigate risks to USDWs and PWSs.
 - Recommend pretreatment criteria (e.g., turbidity, suspended solids, pathogen disinfection log-inactivation targets) consistent with IDEQ's Rules for Public Drinking Water Systems (IDAPA 58.01.08), the National Primary Drinking Water Regulations (40 CFR 141.70), ASCE 69-19, and other engineering standards.
 - Identify water-aquifer compatibility criteria (e.g., pH, redox potential, temperature, organic content) to prevent clogging, mobilization of native contaminants, chemical reactions, or biological growth.
- c. Monitoring and Verification
 - Develop recommended monitoring plan templates that will be used to verify that MAR operations will not cause adverse changes to water quality or pathogen transport within USDWs that supply or can reasonably be expected to supply water to PWS and domestic wells.
 - Provide guidance for baseline data collection, tracer studies, and monitoring approaches used to characterize aquifers and injectate prior to and during MAR operations.
- d. Fate and Transport Modeling
 - Recommend appropriate analytical and numerical modeling tools for simulating groundwater flow and contaminant (i.e., chemicals and pathogens) transport in sedimentary and fractured basalt aquifers.
 - Provide guidance on the appropriate role of tracer studies to supplement or validate modeling results in areas where preferential flow paths via fractures exist.
 - Develop methods for determining defensible time-of-travel between injection wells and points of diversion (e.g., PWS wells, domestic wells).
- e. Source Water and PWS Protection Analysis
 - Identify methods to evaluate and document that MAR operations will not cause PWS wells to be classified as Ground Water Under the Direct Influence of Surface Water or otherwise trigger additional treatment requirements under the Surface Water Treatment Rule (IDAPA 58.01.08).
 - Identify methods to evaluate and document that MAR operations will not impact a PWS's ability to obtain monitoring waivers or otherwise increase their monitoring requirements.
- f. Pretreatment and Design Criteria
 - Develop a decision flowchart for determining the necessity of injectate pretreatment (e.g., filtration, disinfection, advanced oxidation) based on injectate water quality and aquifer characteristics.
 - Identify recommended pretreatment methods and treatment performance expectations necessary to ensure protection of USDWs, PWSs, domestic wells, and public health.
- g. Application Review Process
 - Develop a UIC-MAR permit application review checklist and technical evaluation matrix to assess the completeness and adequacy of applicant submittals (e.g., modeling reports, tracer study results, pretreatment designs).

- Provide written guidance and evaluation templates for IDWR staff to assess whether proposed MAR projects meet the "no endangerment" criteria for USDWs, PWSs, and public health as described in the SDWA.

2.2 Application Review and Recommendations

Upon request by IDWR, the Consultant shall provide as-needed engineering review of UIC-MAR injection well applications during the contract term. This may include:

- Review of UIC-MAR applications and supporting information.
- Additional information requests.
- Review of fate and transport modeling, tracer studies, and pretreatment designs.
- Written recommendations regarding adequacy of proposed controls or necessary modifications to ensure protection of USDWs, PWSs, and public health.

3.0 ROLES AND RESPONSIBILITIES

3.1 Contract Management

IDWR will designate a Contract Manager for the Contract. The Contractor must designate a Project Coordinator. These designated representatives are the Contract points of contact for each entity, and will oversee the following, but is not limited to:

- Contract management
- Potential conflict of interest issues
- Drafting Contract amendments and renewals, and
- Contract monitoring activities.

3.2 Technical Framework Report Deliverable

For Objective 2.1, the Contractor shall submit a draft report to the IDWR UIC Program for review. The draft report shall be submitted on or before **August 1, 2026**. The UIC Program shall be provided the opportunity to review and comment prior to final editing and publication. The final report shall be stamped by a licensed professional engineer registered in the State of Idaho. The Contractor's responsibilities include, but are not limited to:

- Providing all labor, materials, and services necessary to complete the Objectives.
- Coordinating data needs and interviews with IDWR staff.
- Submitting monthly progress updates, including status, schedule, issues, risks, and next steps.
- Facilitating work sessions and deliverable reviews with IDWR UIC staff.

3.3 Ongoing Engineering Services

For Objective 2.2, the Contractor shall provide ongoing engineering services on an as-needed basis throughout the Contract term. All recommendations submitted to the IDWR UIC Program shall be stamped by a licensed professional engineer registered in the State of Idaho. The Contractor must promptly disclose to the Department any matters that may give rise to a potential conflict of interest on its part while performing its duties under the Contract.

4.0 PROCUREMENT PROCESS

4.1 RFQ Lead

Glyn Roberts, Purchasing Agent
Idaho Department of Water Resources

RFQ 2026-02
 322 E Front Street
 PO Box 83720
 Boise, Idaho 83720-0098
 Phone: 208-287-4800
 Email Address: IDWR.purchasing@idwr.idaho.gov

4.2 Questions

Questions or other correspondence must be submitted in writing to the RFQ Lead listed above. QUESTIONS MUST BE RECEIVED BY 11:59 PM MOUNTAIN TIME ON THE DATE LISTED IN THE RFQ ADMINISTRATIVE INFORMATION.

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

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, and
- e) 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	February 11, 2026
Informational Meeting*	February 19, 2026, at 1:00 p.m. MDT
Deadline for Questions on the RFQ	February 25 at 11:59 p.m. MDT
Last RFQ Addendum	February 27, 2026
SOQ Submittal Date	March 18 at 5:00 p.m. MDT
SOQ Public Opening of Respondent Submittals at IDWR, 322 E Front Street, 6 th Floor Conference Room 602A Boise, ID	March 19 at 10:00 a.m. MDT
Selection Announcement	Week of April 6.
Award	Week of April 13.

***Web conference link for virtual meeting will be available. Contact Glyn Roberts for the meeting link: idwr.purchasing@idwr.idaho.gov**

4.4 Evaluation Committee

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

Respondents are responsible for ensuring the submitted SOQ complies with this RFQ, and that submitted information adequately demonstrates required professional qualifications. 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 the 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 that a revision to either the RFQ or to the overarching review process becomes necessary or desirable (at IDWR's 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 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 Title 74, Chapter 1. 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 a 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.

4.7 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.

4.8 RFQ and SOQ Submittal Process

4.8.1 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.

4.8.2 Minimum Qualifications

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

4.8.3 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.

4.8.4 Ranking of Respondents

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.

Respondents shall not engage subcontractors or enter into subcontracts for any portion of the work described in this RFQ or any resulting contract.

The Respondent, by submission of an SOQ, agrees not to discriminate against any worker, employee, 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) 334-3233, or their website: <https://dopl.idaho.gov/ipels/>

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

5.1 Submittal Requirements, Deadline, and Location

5.1.1 Requirements

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

5.1.2 Deadline and Location

Submittals must be received no later than 5:00 p.m. MDT on March 18, 2026, at the office of the Idaho Department of Water Resources by the following submission methods:

<u>Mail via USPS:</u> Idaho Department of Water Resources RFQ 2026-02 Engineering Consulting Service for IDWR UIC Program PO Box 83720 Boise, ID 83720-0098	<u>Personal or Courier Delivery:</u> Idaho Department of Water Resources RFQ 2026-02 Engineering Consulting Service for IDWR UIC Program 322 E Front Street, 6 th Floor Boise, ID 83702
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Late SOQs submittals shall be declined.

5.2 Page Limitations, Required Copies, and Labeling

The executed paper original, five (5) 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 of no less than 0.5 inches, with a font size of no less than 11 points.

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

- Name of Respondent
- RFQ 2026-02 - Engineering Consulting Services for IDWR UIC Program

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.
- SOQ Section 1: Minimum Qualification Requirements
 - Required Forms

Complete all required forms and certifications (See Attachment B)

- SOQ Section 2: Qualifications and Experience
 - Relevant Project Experience
 - Provide a description of the Respondent's experience with Managed Aquifer Recharge (MAR) projects involving injection wells in the Western United States, particularly projects involving USDWs. Experience should demonstrate the Respondent's role in evaluating, designing, permitting, modeling, or reviewing MAR injection well projects where PWSs and public health were protected in accordance with the SDWA.
 - Provide a discussion of the capacity, resources, tools, and processes that the Respondent will use to assure delivery of the Project.
 - For each relevant project, identify the project location, client, scope of services, regulatory framework, and the Respondent's specific responsibilities.
 - Highlight any experience addressing pathogen or chemical contaminant risks, pretreatment requirements, or monitoring plan development.
 - Technical Capacity and Resources
 - Provide a discussion of the Respondent's technical capacity, including staffing, professional engineering licensure, specialized expertise, analytical tools, modeling platforms, data management systems, and laboratory or field capabilities that will be used to successfully deliver the Project.
 - Describe the processes the Respondent will employ to ensure timely delivery of technically sound, defensible work products consistent with applicable engineering standards and regulatory requirements.
 - Project Management and Quality Assurance
 - Provide a description of the Respondent's project management approach, including procedures for quality assurance and quality control, internal technical review, schedule management, and cost control.
 - Identify how the Respondent ensures consistency, accuracy, and transparency in deliverables, particularly for work products intended to support regulatory decision-making and permitting.
 - Project Approach

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

5.5 SOQ Evaluation Criteria Weighting

Table 5-1 indicates the weighting to be assigned to the scored evaluation criteria.

Table 5-1 Criteria Weighting

Experience and Qualifications (100 points)	
1. Relevant Project Experience	40 points
2. Technical Capacity and Resources	40 points
3. Project Management and Quality Assurance	10 points
4. Project Approach	10 points
SOQ Total	100 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 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
IDAHO DEPARTMENT OF WATER RESOURCES**

1. DEFINITIONS

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

2. PROJECT COORDINATION

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

3. 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. All Department obligations, including continuing payments under this Contract, are contingent upon the availability and continued appropriation of funds. In the event funds become unavailable as determined by the 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.

4. TERMINATION FOR CONVENIENCE

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

- C. If a termination for the convenience of the 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 days of receipt of a Notice of Termination for Convenience, the Contractor shall submit a summary detailing all completed work required by this Contract and deliver or otherwise make available to the Department all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Contract, whether completed or in process.

5. TERMINATION FOR DEFAULT

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

6. INDEMNIFICATION

- A. Contractor shall indemnify, defend, and save harmless the 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 and 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 6.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).

7. CONFLICT OF INTEREST

- A. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions, or services of the Contractor by placing Contractor's own interests or the interest of any party with whom Contractor has a contractual arrangement, in conflict with the interests of the Department.
- B. Contractor agrees that it and its subsidiaries, affiliates, principals, and employees shall not engage in any transaction, activity, or conduct which would result in a conflict of interest.
- C. Contractor shall disclose to the Department any actual or potential conflict of interest that exists or arises for itself during the term of the Contract. The Department will make all final determinations as to the presence or absence of prohibited conflicts of interest for the purpose of fulfilling the services anticipated under this Contract. If the Department determines the conflict would interfere with the Contractor's performance of contractual obligations, Contractor shall cure the conflict. Failure to cure such a conflict may result in the Department terminating the Contract pursuant to Sections 4 or 5 of this Contract.

8. NO PERSONAL LIABILITY

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.

9. 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 days of any change in the status of its worker's compensation insurance.

10. INSURANCE

- A. Contractor shall obtain and maintain insurance at its own expense for the duration of the Contract with insurance companies properly licensed to do business in Idaho in amounts not less than the following:
 - i. Commercial General Liability insurance with a limit of not less than \$1,000,000 each occurrence/aggregate if defense is outside the limit, and \$2,000,000 per occurrence/aggregate, if defense is inside the limit.
 - ii. Automobile Liability insurance including owned, non-owned, leased, and hired liability with a limit of not less than \$1,000,000 each occurrence.
 - iii. Professional Liability insurance covering any damages caused by an error, omission, or any negligent acts. Combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Annual aggregate limit shall not be less than \$1,000,000.

- B. The Contractor shall provide the Department with certificates of insurance or certified endorsements for the required insurance required within 15 days of the execution of this Contract.
- C. Contractor shall provide a copy of the carrier's notice of cancellation or material changes within two days of the Contractor receiving notice from the carrier.
- D. All insurance, except for Workers Compensation and Professional Liability/Errors and Omissions, shall name the Department and the State of Idaho as Additional Insured.
- E. By requiring insurance for this Contract, the Department does not represent that coverage and limits will necessarily be adequate to protect the Contractor, and such coverage and limits shall not be deemed as a limitation on the Contractor's liability under the indemnities granted to the State.

11. RELATIONSHIP OF THE PARTIES

- A. By the terms of this Contract, the parties intend to create an independent contractor relationship between the Department and the Contractor.
- B. The parties do not intend to create the relationship of employer and employee by the terms of this Contract. Contractor's status under this Contract shall be that of an independent contractor and not that of an agent or employee of the State. Contractor shall be responsible for paying all employment-related taxes and benefits, such as federal and state income tax withholding, social security contributions, worker's compensation, unemployment insurance premiums, health and life insurance premiums, pension contributions, and similar items. Contractor shall indemnify the Department and the State and hold them harmless from all claims for taxes (including but not limited to social security taxes), penalties, attorneys' fees, and costs that may be made or assessed against the State arising out of Contractor's failure to pay such taxes, fees, or contributions.

12. 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 in this Contract, 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.

13. SUBCONTRACTING

The Contractor shall not, without written approval from the Department, enter into any subcontract relating to the performance of this Contract or any part thereof. The Department's approval of the Contractor's request to subcontract, or accept or pay for subcontracted work, by the Department shall not in any way relieve the Contractor of any obligation under this Contract. The Contractor shall be and remain liable for all damages to the Department caused by Contractor's subcontractor or its sub-subcontractor's performance or non-performance of work under the Contract. Except where the Department has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its subcontractors under this Contract to purchase and maintain the insurance coverage set forth in this Contract for the Contractor in connection with the performance of work by the approved subcontractor.

14. RIGHTS AND REMEDIES

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.

15. PUBLIC RECORDS

Pursuant to Idaho Code Title 74, Chapter 1, information or documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. The Contractor shall clearly designate each portion as “exempt” on each page of such documents and shall indicate the basis for such exemption. The 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 portion of a document that is released by the Department shall constitute a complete waiver of any and all claims for damages caused by such release.

16. RIGHTS IN DATA

- A. All data, plans, drawings, specifications, reports, operating manuals, notes, and other written documents produced in the performance of this Contract or in contemplation thereof, are owned by and are for the exclusive use of the 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, 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.

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

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

18. FORCE MAJEURE

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

same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Events; and (3) that party complies with its obligations under this section.

19. 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.

20. REQUIRED CERTIFICATIONS

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

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

21. ENTIRE AGREEMENT/MERGER

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

22. 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.

23. SURVIVAL

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

24. 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.

25. EFFECT OF SECTION HEADINGS

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

26. SOVEREIGN IMMUNITY

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

27. GOVERNING LAW

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

28. NOTICES

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

Idaho Department of Water Resources Attn: Purchasing Agent PO Box 83720 Boise, ID 83720-0098	Contractor Address listed in the Contractor's Signature Block
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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 Request for Qualifications been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;
- C. 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/Request for Qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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

COMPANY NAME

Signature of Responsible Party

Date



SIGNATURE PAGE 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 2026-02
PO Box 83720
Boise, ID 83720-0098

Personal or courier delivery to: Idaho Department of Water Resources
RFQ 2026-02
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: 2026-02 **RFQ Title:** Engineering Consulting Services for IDWR UIC Program

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

ATTACHMENT C – QUESTIONS

Instructions:

DO NOT IDENTIFY YOUR NAME, YOUR COMPANY’S NAME, OR PRODUCT NAMES OF INTELLECTUAL PROPERTY IN YOUR QUESTIONS.

The following instructions must be followed when submitting questions using the question format on the following page.

1. **DO NOT CHANGE THE FORMAT OR FONT.** Do not bold your questions or change the color of the font.
2. Enter the RFQ section number that the question is for in the “RFQ Section” field (column 2). If the question is a general question not related to a specific RFQ section, enter “General” in column 2. If the question is in regard to a State Term and Condition or a Special Term and Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example “Attachment 1”) in the “RFQ Section” (column 2), and the attachment page number in the “RFQ page” field (column 3).
3. Once completed, this form is to be e-mailed per the instructions in the RFQ. The e-mail subject line is to state the RFQ number followed by “Questions.”

RFQ 2026-02 Engineering Consulting Services for IDWR UIC Program

Question	RFQ Section	RFQ Page	Question
1			
2			
3			
4			
5			
6			
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8			
9			
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11			
12			
13			
14			
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