

RFP 0901
REQUEST FOR PROPOSALS
IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY
STATEWIDE DRINKING WATER AND WASTEWATER OPERATOR
TRAINING PROGRAM

RFP Release Date: July 20, 2009
Bid proposal due date: September 10, 2009

RFP Contents	Page
1.0 GENERAL INFORMATION.....	3
1.0 Purpose.....	3
1.2 Background.....	3
1.3 Type of Contract and Contract Term.....	3
1.4 Payment Procedures.....	4
2.0 SCOPE OF WORK	6
2.1 Description of Tasks	6
2.2 Project Management	12
3.0 DELIVERABLES	15
3.1 Contract Deliverables.....	15
3.2 Penalty for Overdue Deliverables.....	15
4.0 SCHEDULE	16
4.1 Milestones	16
5.0 RFP PROPOSAL SUBMITTAL DEADLINE	17
5.1 Proposal Submission.....	17
5.2 Late Proposals.....	17
5.3 Time Through Which Proposals are Valid	17
6.0 BIDDER QUESTIONS AND PRE-BID CONFERENCE.....	18
6.1 Bidder Questions and DEQ Response	18
6.2 Bidder's conference	18
7.0 VENDOR/CONTRACTOR REQUIREMENTS.....	18
7.1 Use of Subcontractors	18
7.2 Contracting With Small, Minority, and Women's Business Enterprises, as well as Labor Surplus Area Firms	19
7.3 Managing Conflict of Interest.....	19
7.4 Insurance.....	20
7.5 Anti-Discrimination Clause	20
7.6 State of Idaho Standard Contract.....	21
8.0 INSTRUCTION FOR PREPARATION OF PROPOSALS	21
8.1 General Instructions.....	21
8.2 Details for Preparation of a Program Proposal	21
8.2.1 Technical Proposal.....	21
8.2.2 Cost Proposal	22
8.3 Economy of Preparation	23
9.0 SELECTION PROCEDURES.....	23

9.1	Screening of Proposal	23
9.2	Rating Form	24
9.3	Rejection of Proposals	26
9.4	Acceptance of Proposal Contents	26
10.0	ADMINISTRATIVE REQUIREMENTS.....	26
10.1	Contract Term	26
10.2	Administrative Appeals	26
10.3	Termination of Contract.....	26
10.4	Public Disclosure of Information Contained in Proposals and Bidder Responsibilities .	27
10.5	Incurring Costs.....	27
10.6	Disclosure of Potential Conflict of Interest by Bidder.....	27
10.7	Changes in RFP.....	28
10.8	Changes in Proposals	28
10.9	Certification Regarding Debarment.....	28
11.	PRIME CONTRACT RESPONSIBILITIES	28

ATTACHMENTS

Attachment A – Example 2010 Operator Training Schedule

Attachment B – Bid Cost Form

Attachment C – Trainer Selection Schedule 2009

Attachment D – DEQ Standard Contract

Attachment E – Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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1.0 GENERAL INFORMATION

1.0 Purpose

The Idaho Department of Environmental Quality (DEQ), through this Request for Proposal (RFP), is seeking a qualified contractor to provide training to the operators and prospective operators of public drinking water systems and public wastewater systems. Proposals submitted will serve as the basis for reviewing qualifications from which a limited number of interested parties will be invited for formal interviews. All proposals must carefully adhere to the enclosed RFP guidelines and be signed by an official authorized to sign for the offer.

1.2 Background

The general rationale supporting an operator training program is that well trained drinking water and wastewater operators provide better protection of public health, better protect the quality of the State's waters, enhance compliance with state and federal wastewater requirements, and protect the public's financial investment in drinking water and wastewater treatment and transport systems.

Prior to the 1982-83 initiation of a state-funded training program, continuing education opportunities for drinking water and wastewater operators within the state were randomly offered. The State has continued to see the benefits of an operator training program, in particular with drinking water operator licensure becoming mandatory in April 2000 and wastewater operator licensure becoming mandatory in April 2003. Each drinking water and wastewater operator is required to take annual continuing education as a requirement for license renewal. State funding support has kept training costs for the operator to a minimum. Idaho's subsidized training program continues to be unique in the Northwest.

1.3 Type of Contract and Contract Term

The contract will be a project based budget not to exceed \$327,429.00. The contract will be awarded for 13 months the first year beginning December 1, 2009 after being signed by

the DEQ Director or designee. A quarterly evaluation and/or audit of contractor performance will be conducted by DEQ to determine compliance with contract conditions. Based on satisfactory contractor performance of the tasks described in Section 2.0, Scope of Work, in this RFP, the contract may be extended for an additional year, for a total of a one year extension.

The contract period for the first year will run from December 1, 2009 – December 31, 2010. If the contract is extended an additional year it will run from January 1, 2011 to December 31, 2011.

1.4 Payment Procedures

The successful bidder will submit a DEQ approved invoice to the DEQ contract project officer on either a monthly or bi-monthly basis, or as negotiated as part of the final contract.

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2.0 SCOPE OF WORK

2.1 Description of Tasks

The Successful Bidder is responsible for fulfilling each of the following tasks:

1). Number and Length of Training Sessions

Conduct a total of 77 days of one or two-day training sessions. More specifically, 34 days of drinking water training sessions for drinking water (DW) operators, 25 days of combined drinking water and wastewater sessions, and 18 days of wastewater (WW) training sessions as outlined in Attachment A. The first category outlines the minimum number of preparatory training sessions needed for operators preparing to take exams. The second category includes examples of training sessions for small drinking water systems and examples of specialty topics. The actual subject matter/topic and location for the training sessions in the second category are at the discretion of the successful bidder, but must be approved by the DEQ project officer based on their understanding of the continuing education needs of the target audience. The discretionary training sessions should be a mixture of entry level topics and intermediate or advanced topics. The discretionary topics are identified in Attachment A as specialty topics. The 77 days of training will include:

- Sessions to help new operators prepare to take and pass licensure examinations,
- Twenty-one days of special training tailored to the needs of very small drinking water system operators,
- Sessions to help licensed operators keep up-to-date on relevant information needed to competently perform the job, and
- Training classes in equal amounts in each region of the state. For example, if three Very Small Drinking Water Licensure Review workshops are offered, hold one class in each region. (Cite actual city where class is to be located on RFP proposal.)
- Provide at least four web-based training sessions for drinking water operators.
- Provide at least two web-based training sessions for wastewater operators.
- Provide at least two web-based training sessions for the combined drinking water and wastewater sessions.
- A CD-ROM education piece for very small wastewater system operators

Typically, classes are scheduled from 8:00 am to 5:00 pm on weekdays. Some evening and weekend sessions may also be needed to accommodate non-traditional work schedules, and part time and/or voluntary operators of small water and wastewater systems.

One standard training day equals eight hours of instruction on subject matter. A standard eight hour training day is worth 0.8 continuing education credits (CEUs).

Idaho adheres to the International Association for Continuing Education and Training (IACET) criteria for measuring CEUs, whereby 0.1 CEU equals one hour of contact time on technical/subject information. CEU credit is not given for miscellaneous housekeeping, business meetings, promotional activities, coffee breaks, lunch break, or other information unrelated to the technical/subject material. In any event, *one day of training shall, at a minimum, include no less than seven contact hours that is worth 0.7 CEUs.*

2) Training Session Format and Strategy

Traditional interactive classroom training and Web based interactive training are the formats that will be used for classes and workshops offered. These will also need to be supplemented with a variety of other training options that may include, but are not limited to, distance learning, on-site training, satellite communications and other developing technologies as may be available and needed to reach isolated areas or to expand class accessibility to more operators on specialty or advanced topics.

Under this contract, the DEQ will require the successful bidder to develop a training strategy that accommodates and is accessible to as many of the drinking water and wastewater system operators as possible. Traditional training times and locations may not be convenient for very small drinking water or wastewater system operators who typically conduct system operation and maintenance duties after working a traditional 8:00 a.m. to 5:00 p.m. job. Special locations and times of training may be needed to reach this subgroup of operators. Evening and weekend sessions may be appropriate.

3) Scheduling Training Sessions

The successful bidder will be responsible for conducting all registration activities. Arrange scheduled training session times and be responsible for obtaining and paying for the use of appropriately sized training facilities when conducting traditional interactive classroom training. The size of classes must be appropriate to the topic and the student's need for one-on-one interaction with the instructor. For example, licensure review workshops for entry level operator classes or classes emphasizing math may need to be kept smaller to allow for instructor-student interaction and problem solving. Caps on the number of attendees may be needed for some classes to assure operators that the quality of training will not be diminished, nor individuals overlooked, due to the instructor's inability to attend to the number of attendees. If caps are needed for combined DW/WW classes, DW operators shall be given preference over WW operators. In the event a training session has more registrants than the classroom size can accommodate, the successful bidder must either be able to obtain a larger room appropriate to the number of registrants or, if the larger numbers are not conducive to a good learning environment, be able to proactively inform prospective registrants that the class is full before registrations are received.

4) Training Session Materials

Develop training materials for distribution to all public drinking water and public wastewater system operators in both electronic format and hard copy. It is anticipated that all electronic training session materials will be posted to the DEQ internet for access by the general public. Training materials developed for delivery under this RFP/contract shall become the property of DEQ.

Hard copy or electronic materials must include an annual training program schedule in the form of a calendar that will be distributed to all public drinking water and wastewater systems and operators prior to the training year (which starts January 1, 2010). In the past, such calendars have been an effective tool in communicating training opportunities to operators, assisting operators in avoiding scheduling conflicts, reducing duplication of efforts among training providers in Idaho, and allowing for long range planning for employers with multiple operators. Full cooperation and coordination with other trainers will be necessary to prevent scheduling conflicts and duplication of times, locations, and topics.

After award of the training contract, and before finalizing the training schedule for the contract year, the successful bidder, in conjunction with the DEQ program officer, shall hold at least one meeting or conference call with all other training groups in Idaho to determine if scheduling conflicts exists and to eliminate as many conflicts as possible.

Quarterly program training schedules will also be distributed to all drinking water and wastewater system personnel 15 days prior to the period for which the schedule was prepared. Quarterly training schedules shall be distributed in one or more formats: newsletter, web site, memo, program updates, or other written formats. The successful bidder will cancel a session if enrollment is less than twelve participants or at the discretion of the trainer based on cost-effectiveness. Upon cancellation of a class, pre-registered persons will be notified in a timely manner of the cancellation or rescheduling of a class and refund any fees collected in advance of the training.

Electronic copies of materials including the training calendar, quarterly program training schedules, and how to register for training classes will be provided and maintained up-to-date on a web site maintained by the successful bidder exclusively for the training provided as part of the contract award. The successful bidder's web site will link to the Department of Environmental Quality (DEQ) agency web site at www.deq.idaho.gov, the Idaho Bureau of Occupational Licenses (IBOL) web site at <https://secure.ibol.idaho.gov/IBOL/Home.aspx>, and DEQ's Idaho Water and Wastewater System Licensure and Classification web site at www.idahocertificationtraining.com.

It is the responsibility of the successful bidder to see that any information about training placed on the web site is accurate and pertinent at all times. Old information will be deleted and new information updated on a monthly or as needed basis depending on the type and time sensitivity of the information.

The successful bidder will participate in an annual web site evaluation meeting with the DEQ and web site owner during which significant deletions, additions, and revisions of content or format may be made based on need and use of information.

The successful bidder shall provide DEQ with the training modules that have been developed for the training sessions. All training modules and materials developed under this contract shall become the property of DEQ. The training modules will consist of a course syllabus, instructors manual, participant workbook, worksheets, and reference materials. In addition, the successful bidder must provide a list of subject matter experts and their contact information. In the event DEQ does not renew the successful bidder's contract to provide training at the end of the contract period, the successful bidder will remove their previously copyrighted material from the web site's pages, leaving intact any non-copyrighted material which includes all training materials developed under this contract, including but not limited to training materials, HTML, VRML or other hypertext language, photos, jpegs, gifs, bmps, banners, meta-tags and any other integral code. Operator training material and any non-copyrighted material will become the property of the DEQ in the event the successful bidder's contract expires and is not renewed. Please note that all documentation, electronic or otherwise, submitted to DEQ is subject to disclosure under the Idaho Public Records Act. Should any bidder or successful bidder believe that its documentation is exempt from disclosure, the bidder must indicate that the material is subject to copyrights and/or is exempt from disclosure under Idaho Code §§ 9-340 et seq. and IDAPA 58.01.22.

5) Qualified Instructional Staff

Provide qualified instructional staff for each training session. If subcontracting with an instructor occurs, the successful bidder is responsible for making all arrangements with any subcontracted teaching personnel. Provide all instructional materials necessary for delivery of the training, including handouts, audiovisual materials, demonstration equipment, etc. Classroom instruction for some workshops will be in an interactive instructor-student style. The instructor must be knowledgeable about the subject matter, capable of answering questions, providing clarification and troubleshooting as needed. Use of audiovisual materials and demonstration equipment is encouraged to supplement the instructor's teaching, but in no class may use of videos or other audiovisual aids completely replace the instruction of a qualified teacher and sufficient instructor/attendee interaction time. For web-based training, qualified instructional staff will be available online and by phone.

6) Training Material Resource

Maintain a listing and library of current drinking water and wastewater training materials, information on how operators can purchase these materials and material costs.

7) Training Session/Instructor Evaluations

Distribute a DEQ-approved training session/course evaluation form at the end of each training session to obtain the operators' opinions of the effectiveness of the training delivery, instructor's capabilities, and course content and to obtain recommendations on what classes should be taught in the future. A summary of completed forms shall be provided to DEQ in each quarterly report and in the final program report at the end of the contract year.

The successful bidder will consult with the DEQ program officer prior to the training year to develop the final critique/evaluation form.

8) Retention of Training Session Records

Maintain a record of workshop participation and participant responses to course evaluations noted in Section 2.1.7 above. Records compiled in quarterly reports shall also include but may not be limited to:

- a) Name of training session,
- b) Participant names,
- c) Number of participants per workshop,
- d) Agencies or groups represented by participants,
- e) A quantified summary of participant responses from training evaluation forms on training session and instructor,
- f) Recommendations from the course instructor about future delivery of training session topics based on the participant evaluation sheets, and
- g) Changes to schedule and explanation of change, i.e. cancellation of a session, rescheduling, or relocation.

9) Certificates of Completion for Training Sessions

Issue certificates of completion and/or continuing education credits to all training session participants who satisfactorily complete or pass a training session. Certificates of attendance will be issued to participants within one month of a training session date.

10) Approved Training Sessions

Submit training sessions and instructors for approval to the Idaho Bureau of Occupational Licenses (IBOL) Continuing Education Units (CEU) Coordinator and the Idaho Board of Drinking Water and Wastewater Professionals (WWP Board) at the following address:

Board of Drinking Water and Wastewater Professionals
Idaho Bureau of Occupational Licenses
1109 Main Street, Suite 220
Boise, Idaho 83702

The complete 2010 roster of training sessions may be submitted to the IBOL CEU Coordinator and Board as an annual package or, if submitted individually, a minimum of 30 days before the class is held. Instructor credentials and training

class materials are to be submitted in accordance with the Board approved Education Approval Application Form and the “*Idaho Training Class and Instructor Approval Guidelines for Water and Wastewater Training Providers*” published by DEQ in November 2003 or any subsequent training guidance adopted and implemented by the Board and IBOL. The Education Approval Application Form must be submitted, class and instructor approvals given and CEUs assigned prior to the training class being held. No CEUs will be allowed for any training class submitted during or after the training class has been completed.

11) Prepare Quarterly Reports

Prepare quarterly program progress reports, which include, as a minimum, a compilation of the workshop records required in Section 2.1.8 above. Submit each quarterly report to the DEQ Program Officer within 15 days after the end of the quarter.

12) Prepare Annual Report

Prepare a final summary report and program evaluation at the end of the training year. This annual report may be combined with the fourth quarter report to save time and effort. The annual summary report and program evaluation must be submitted to the DEQ Program Officer within 30 days following the end of the contract year.

13) Responsibility to Perform Tasks

Adhere to all tasks to be performed, submittals required, and timetables established in the RFP and contract. The successful bidders’ performance in these areas will be evaluated by DEQ’s Program Officer and become a permanent part of DEQ’s Bidder records.

14) Communication with DEQ Program Officer

Communicate, coordinate, and work cooperatively with the DEQ program officer, and other training, licensure and continuing education personnel to carry out and perform the duties of the RFP on a routine basis. The ability to communicate effectively and in a timely manner and to share training and licensure information is needed to maintain continuing accuracy of information and viability of working relationships. The successful bidder will communicate with the DEQ program officer on training topics, questions and problems as they arise by way of phone, regular mail, e-mail, and direct meeting.

15) Information Resource and Referral

Information resource and referrals shall be provided to operators by the successful bidder. The successful bidder shall function as an information liaison to connect individuals with the appropriate resource to provide requested information or to resolve questions or concerns. The successful bidder will be responsible for

answering questions on training issues or referring individuals to the appropriate entity on licensure issues.

They will also channel new training information updates to their Web site on a monthly or as-needed basis and provide a weekly check to verify all links as referenced in Section 2.1.4 are functioning on their Web site. The successful bidder will also relay information to the DEQ program officer as needed.

16) Minority and Women's Enterprises

Involve small, minority, and women's business enterprises whenever possible during the duration of the contract period.

17) Respond to Complaints

Respond in a professional, cooperative, and amicable manner if participant complaints and concerns arise about course subject matter and teaching delivery for any of the training workshops under this RFP. The successful bidder will resolve complaints and concerns in an objective, cooperative and amicable manner when such complaints and concerns fall within their scope of duties. The successful bidder also will work cooperatively with the DEQ program officer or their designee on complaints, concerns, inquiries, and resolution activities. Any complaint or concern received that falls outside the scope of duties will be referred to the DEQ program officer, e.g. complaints about other training sessions or the delivery style of another instructor.

18) Availability of Training to Operators

The DEQ wants the training program to be available to as many drinking water and wastewater operators as possible. Hence, the DEQ will allow the successful bidder a great deal of flexibility in scheduling workshops to assure access to the training sessions. The state also encourages and will give preference to proposals which reduce expenses through: 1) incorporating sources of free instruction (such as equipment manufacturers if an equipment sales pitch is not the instruction), 2) reducing travel by scheduling back-to-back training sessions, 3) using free classroom facilities, 4) telecommunicating from one classroom to other classrooms around the state, 5) the use of distance learning techniques, and 6) by other reasonable cost-saving means.

2.2 Project Management

DEQ will designate a project officer to administer the project resulting from this RFP. The successful contractor will work under the direction of and report directly to the project officer. The project officer will do the following:

- 1) Assign tasks based upon the mutually developed work plan of the successful applicant.
- 2) Receive and approve deliverables based upon the work plan and schedule.

- 3) Authorize payment based upon completion of assigned tasks and approval of deliverables.

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3.0 DELIVERABLES

3.1 Contract Deliverables

The successful bidder is obligated to record information and submit reports to the DEQ program officer in a timely manner to verify completion or status of tasks in Section 2.1. During the course of the contract period, the successful bidder will submit the following to the DEQ State Project Officer:

- 1) A finalized program schedule identifying training session subject topics, times, instructors, and locations within 15 calendar days after the contract award date. This schedule will be based on the training titles in Attachment A. However, the successful bidder will be at liberty to negotiate with the DEQ concerning the final scope of this work. Negotiable items will include places, times of training, and personnel to do the training.
- 2) A minimum of two copies of the hard copy annual training program schedule calendar prior to January 1, 2010 the starting date of the training year. The calendars should be received at DEQ at the same time that they are distributed to all public drinking water and wastewater systems and operators. Electronic copies should be provided to those with email addresses and hard copies should be mailed to operators without email addresses.
- 3) A minimum of two copies of the hard copy quarterly program training schedules 15 days prior to the period for which the schedule was prepared. DEQ and all drinking water and wastewater system personnel are to receive the quarterly schedule at the same time. Electronic copies should be provided to those with email addresses and hard copies should be mailed to operators without email addresses.
- 4) Program progress reports to the DEQ within 15 days of the end of each calendar quarter. These reports will include, at a minimum; the information required under Section 2.1.8, Section 2.1.11 of this RFP and any other contract conditions.
- 5) A combined fourth quarter and final annual summary and evaluation report within 30 days of the end of the contract period as indicated in Section 2.1.12 above
- 4) Regular DEQ approved invoices to the DEQ program officer at the interval agreed upon by the DEQ and the successful bidder in the contract.

3.2 Penalty for Overdue Deliverables

Failure to submit invoices in a timely manner will delay reimbursement for the work completed.

4.0 SCHEDULE

4.1 Milestones

1) Program Progress Reports. Program progress reports shall be submitted to the State of Idaho, Department of Environmental Quality Project Officer on a quarterly basis. The quarterly progress report contents shall include those features described in Section 2.1 of the RFP.

<u>Reporting period</u>	<u>Due Date</u>
December 1, 2009 -March 31, 2010	April 23, 2010
April 1-June 30, 2010	July 23, 2010
July 1-September 30, 2010	October 22, 2010
October 1-December 31, 2010	January 30, 2011

2) Final Summary and Evaluation Report. A final summary and evaluation report for the entire contract period shall be submitted to the State of Idaho, Department of Environmental Quality Project Officer by January 30, 2011. The required content of the final report is described in Appendix A, Section I., Item 12 of this RFP.

5.0 RFP PROPOSAL SUBMITTAL DEADLINE

5.1 Proposal Submission

One original and five copies of the technical proposal and one original of the cost proposal must be submitted to the DEQ State Office by 4 p.m. (Mountain Time), September 10, 2009. Proposals will be date and time stamped upon arrival by DEQ. Persons who hand-deliver proposals should obtain a receipt verifying date and time received. The receipt should be retained for future verification. For proposals submitted by mail, the receipt will be sent to the bidder.

The mailing and hand delivery address is:

Department of Environmental Quality
Attn: Kenneth Grimmett
1410 North Hilton Street (Main Entrance)
Boise, Idaho 83706

Bidders who use express mail or courier services must include the complete address on the mailing envelope and instruct the service to deliver the proposal to the Main Entrance, not the mailroom. Failure to correctly address and deliver a proposal to the DEQ may result in disqualification.

Proposals shall be submitted in a plainly marked sealed envelope. On the outside of the envelope the name and address of the bid, the name of the program and the RFP number shall be indicated. All proposals must be signed by the bidder with their name and mailing address. Proposals must be filled out entirely, including names of subcontractors, if any are used.

5.2 Late Proposals

Proposals received after the deadline will not be considered.

5.3 Time Through Which Proposals are Valid

Each bidder shall stipulate in writing that the submitted proposal is valid for 90 days after receipt by DEQ.

6.0 BIDDER QUESTIONS AND PRE-BID CONFERENCE

6.1 Bidder Questions and DEQ Response

The DEQ will not respond to telephone inquiries or visitations by bidders or their representatives regarding the technical aspects of the RFP. However, questions regarding this RFP including Terms, Conditions or Specifications shall be entertained when submitted in writing and received by the Department of Environmental Quality no later than close of business on July 30, 2009. Written inquiries regarding the technical aspects will be submitted to the attention of Ester Ceja, DEQ State Office, 1410 N. Hilton Street, Boise, Idaho 83706. Questions may be submitted by FAX to DEQ at 208-373-0576. Questions may also be submitted by e-mail to the attention of Ester Ceja at ester.ceja@deq.idaho.gov. Please read carefully the information in Section 6.2 below concerning a bidder's conference.

Questions regarding RFP administrative or procedural matters will be addressed to Mr. Ken Grimmett at the address given in Section 5.1 of this RFP.

6.2 Bidder's conference

A bidder's conference will be held August 4, 2009 to answer questions regarding this RFP. The conference will be held at the Department of Environmental Quality building at 1410 North Hilton Street, Boise, Idaho, from 3:00 p.m. – 4:30 p.m. in Conference Room "F". Questions previously submitted by bidders will be answered at that time and there will be open discussion to address any other questions from bidders that are present. Written responses to all inquiries in the form of a bid addendum will be prepared and forwarded to all perspective vendors approximately one week after the bidder's conference. Attendance at this meeting is not required, however, DEQ will not respond to telephone inquiries or visitations by bidders or their representatives concerning this RFP outside the bidder's conference.

7.0 VENDOR/CONTRACTOR REQUIREMENTS

7.1 Use of Subcontractors

The successful bidder will be required to assume responsibility for all services offered in the proposal, including services provided by subcontractors. Further, DEQ will consider the successful bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. If any part of the work is to be subcontracted to firms other than those identified as team members in the proposal, the successful bidder shall submit to the DEQ a complete description of the work

and the percentage of the work to be subcontracted and descriptive information about the subcontractor's organization and capabilities. Unless otherwise authorized by the DEQ, a competitive selection process shall be used for selection of such subcontractors. The successful bidder must follow all applicable federal and state regulations in the award of subcontracts. The use of any subcontractor will be strictly based on written approval by DEQ, whether or not identified in the proposal. The successful bidder is totally responsible for adherence by the subcontractor to all provisions of the contract.

7.2 Contracting With Small, Minority, and Women's Business Enterprises, as well as Labor Surplus Area Firms

It is national policy to award a fair share of contracts to small, minority, and women's business firms. Accordingly, affirmative steps must be taken to ensure that disadvantaged businesses are utilized when possible as sources of supplies, equipment, construction and services. The successful bidder shall agree to support DEQ's small, minority, and women's business enterprise contract procurement program ensuring those businesses participation in subcontracts. The percentages are Minority (0.5%), and Women (0.7%). Affirmative steps include the following as a minimum:

- 1) Including qualified small, minority, and women's businesses on solicitation lists;
- 2) Ensuring that small, minority, and women's businesses are solicited whenever they are potential sources;
- 3) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small, minority, and women's business participation;
- 4) Where the requirement permits, establishing delivery schedules which will encourage participation by small, minority, and women's businesses;
- 5) Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required;

Successful bidders are encouraged to procure goods and services from labor surplus areas. Records supporting the percentages of disadvantaged business participation shall be maintained by the bidder and shall be made available to DEQ's duly authorized representative upon request. Each payment request submitted by the bidder to DEQ will need to identify clearly the amounts payable to disadvantaged businesses.

7.3 Managing Conflict of Interest

The DEQ reserves the right to procure additional consulting services and issue work assignments to bidders other than the successful bidder under the contract in the event that an unresolvable conflict of interest exists and cannot be avoided.

Before a work assignment is issued, the successful bidder shall identify any potential conflict of interest in its performance of the proposed program. If the DEQ determines that the successful bidder has an unresolvable conflict, the DEQ will select another bidder to receive the work assignment. If no unresolvable conflict exists, the DEQ may issue the work assignment.

The successful bidder shall assure the DEQ in writing that no subcontractor proposed in its work plan has a potential conflict of interest. It is the successful bidder's obligation to provide a program team in response to each work assignment that is qualified and free from potential conflict either by using appropriate subcontractors on its proposed team or by acquiring necessary services outside the program team.

7.4 Insurance

The following is a brief explanation of the insurance coverage that the DEQ requires of the successful bidder. A certificate of insurance will be required of the successful bidder.

- 1) Worker's Compensation - This coverage is generally required by law and provides protection to the employees of a successful bidder as a result of personal injury or death suffered by the employees of the successful bidder while in the course and scope of their employment.
- 2) Employer's Liability - This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. Employer's liability insurance shall be a minimum amount of \$100,000 per occurrence.
- 3) Comprehensive General Liability - This coverage insures against a broad range of liability hazards arising from the performance of the contract. This coverage should be viewed as the most basic of liability coverages required of a successful bidder and generally protects against the hazards of premises and operations; independent contractors; and completed operations. This coverage is also the basic coverage to which the subsequent endorsements are attached. Comprehensive general liability insurance for bodily injury, death or loss of or damage to, property of third persons in the minimum amount of \$1,000,000 per occurrence and in the aggregate for each policy year shall be procured and maintained.

7.5 Anti-Discrimination Clause

The successful bidder agrees not to discriminate against any employee or applicant for services or employment because of race, religion, color, national origin, sex or age, handicap or veterans status with regard to, but not limited to the following: Employment upgrading; demotion or transfer; recruitment or recruitment advertising; lay-offs or terminations; rates of pay or other forms of compensation; and selection of training.

7.6 State of Idaho Standard Contract

The successful bidder will be required to sign a DEQ Standard Contract and adhere to all terms and conditions. The bid proposal of the successful bidder will become part of the contract. The DEQ Standard Contract is included as Attachment D.

8.0 INSTRUCTION FOR PREPARATION OF PROPOSALS

8.1 General Instructions

Each bidder submittal shall be in the format outlined in this section. Each section of the proposal shall be clearly identified with appropriate headings. Failure to follow these instructions may cause disqualification. Important dates associated with the Trainer Selection Schedule through the RFP are given in Attachment C. The DEQ recommends that bidders pay close attention to these milestones.

8.2 Details for Preparation of a Program Proposal

All proposals will be divided into two distinct and separate parts, a technical proposal and a cost proposal. Completed technical and cost proposals shall not exceed 20 typed total pages (one-sided) in length. Pertinent supporting materials (as described below) may accompany the 20-page proposal as attachments.

8.2.1 Technical Proposal

This section shall include the technical and management aspects of the proposal addressing business organization, firm experience, firm capabilities and delivery of the training program as described in the Scope of Work (Section 2 above) and in Attachment A. Resumes must not exceed three pages per individual and should be limited to pertinent information that clearly demonstrates the individual's ability to successfully complete each assigned task. Resumes and other information supporting the Scope of Work (Section 2) and Attachment A can be included as attachments to a proposal.

- 1) Introduction. This part will consist of an overall introduction to the proposal and a statement of the nature and extent of the program as perceived by the bidder.
- 2) Training Program Plan. The plan will include a tentative training program schedule which identifies training session titles, instructors, times (length of training session each day), and locations for delivery. The training program plan will closely follow the items given in Attachment A. The DEQ would like to see equal amounts of drinking water and wastewater training offered in each of the three major regions of the State: North, Southeast and Southwest. Workshop locations shown in Attachment A have been chosen to assure course topics are not offered in the same

region of the State two consecutive years running. For each training session a thorough description of each item below is required:

- i.) The source and content of curricular materials.
- ii.) The proposed instructor and instructor's qualifications to teach the subject matter.
- iii.) The instructor's methods, delivery, and evaluation must be provided for each scheduled training session.
- iv.) The learning objectives (what students are expected to learn in terms of job-related applications) must also be stated for each course topic.

The bidder must describe in this section how chemistry/ bacteriological laboratory facilities will be provided to accommodate hands-on experience for laboratory and mechanical maintenance workshops described in Attachment A. There should also be a clear description in this section of how the trainer will meet the special time constraints and training needs of very small public drinking water systems and small wastewater treatment systems with part-time and/or non-salaried operators that may be employed full time elsewhere.

- 3) Program Management. The proposal will include an explanation of the program management system to be used, detailing the operating procedures to be employed and any other management methods to be used to assure that the program is completed within the scheduled time frame.
- 4) Personnel. The Contractor's Program Officer, instructional staff, training and licensure information resource and referral staff, and other support and subcontract personnel to be employed as part of this program are to be described by position. Include a brief resume (not to exceed three pages) for each position indicated, listing special qualifications applicable to the performance of the contract. Describe the specific effort to be contributed to the training program by each of the key personnel. Resumes can be included as attachments.

8.2.2 Cost Proposal

This section shall include a detailed cost proposal for the program. Use the cost summary form included as Attachment B of this RFP.

- 1) Cost Estimates. Using Attachment B, submit a bid cost proposal using the following categories: personnel, fringe benefits, travel, equipment, administrative costs, supplies, contractual, other costs. The total cost will be considered for screening purposes and may be subject to negotiation upon the award of a contract.

Part of the funding for this RFP and contract comes from the Environmental Protection Agency (EPA). There are new federal requirements that went into effect January 1, 2005, that apply to individuals using federal monies which would include the contract awarded for this RFP. The federal requirements follow:

EPA participation in the salary rate (excluding overhead and travel) paid to individual consultants retained by recipients or by a recipient's contractors or

subcontractors shall not be limited to the maximum daily rate for Level IV of the Executive Schedule, to be adjusted annually. This limit applies to the consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2005, the limit is \$537.84 per day (\$67.23 per hour). This rate does not include overhead or travel costs and the recipient may pay these in accordance with its normal travel practice.

2) State of Offer and Signature

- a) The proposal shall be signed by an individual authorized to bind the bidder, and will contain a statement to the effect that the proposal is a firm offer for a 90-day period.
- b) The proposal will also provide the following information: name, title, address and telephone number of individual(s) with authority to negotiate, and contractually bind the company and also who may be contacted during the period of proposal evaluation.

8.3 Economy of Preparation

Each proposal shall consist of a straightforward, concise description of how the bidder will meet the requirements of the RFP. Emphasis shall be on completeness and clarity of content.

9.0 SELECTION PROCEDURES

Bidders will be evaluated on the basis of written and oral presentations. The rating system outlined in Section 9.2 below will be used in evaluation of both the written and oral presentations.

9.1 Screening of Proposal

- 1) To receive consideration, each bidder must submit a written proposal in accordance with the criteria previously discussed. Proposals must be submitted to the DEQ by the deadline given in Section 5.1.
- 2) All proposals will be evaluated by a Selection Committee consisting of five individuals. Two members of the committee will be technical staff at DEQ, one working with drinking water and one working with wastewater. Two members will be people who work with drinking water or wastewater systems at public utilities or in private industry. The fifth member is one involved with training and education. Based on an established DEQ evaluation process, the committee will select a limited number of bidders to be invited for a formal interview.

- 3) Each interview will be approximately 55 minutes in length. The bidder will be allowed up to 25-minutes for a presentation, followed by a question and answer session of 20 minutes. The bidder/applicant will be excused and the final 10 minutes will be used by the selection committee to fill out an evaluation form and compute scores. Rating scores from the written presentation and interview will be combined to calculate a final score. The format and content of the bidder's presentation will be left to the discretion of the bidder.
- 4) The Selection Committee will base its evaluation on the consultant's written proposal and the formal interview. The committee will provide the DEQ Director or designee with its recommendations for the successful bidder.
- 5) The Director or designee will be responsible for approving the final consultant selection.
- 6) The selected successful bidder will be notified and contract negotiations will begin. If the firm and the DEQ fail to negotiate an acceptable agreement, the DEQ Director or designee will open discussions with the second priority bidder. Once the selected successful bidder agrees to contract negotiations, all other applicants will be notified in writing of the bid results.

9.2 Rating Form

The rating form used by the Selection Committee consists of a list of evaluation criteria that are weighted according to the criteria's overall importance to the success of this RFP and contract. Each criterion is point factored so that the committee member can base their response to the proposal or interview in a range of one to five where one is poor and five is superior.

Water and Wastewater Operator Trainer RFP Rating Form

Evaluation Criteria:

The following criteria will serve as a basis for the evaluation of each submitted proposal and each interview: Scoring: 1=poor 2=fair 3=good 4=excellent 5=superior

- 1) A demonstrated understanding of all aspects of the task as outlined in the Scope of Work (Section 2) and Attachment A.
(1, 2, 3, 4, 5) X 5 = _____
- 2) The proposed method or approach to accomplish the task by demonstrated understanding of target audience informational needs.
(1, 2, 3, 4, 5) X 5 = _____
- 3) Past experience and technical competence of the bidder and its personnel in hands-on wastewater and drinking water treatment and transport system operations and drinking water and wastewater operator training.
(1, 2, 3, 4, 5) X 5 = _____
- 4) Past records of performance on contracts with the DEQ, other government agencies or public bodies, and with private industry including such factors as control of costs, quality of work, and ability to meet schedules.
(1, 2, 3, 4, 5) X 4 = _____
- 5) Overall bid cost to complete the work described in the proposal.
Lowest responsible bid of \$ _____ = 50 points
Points awarded to other bids = $\frac{\text{low bid}}{\text{bid}}$ multiplied times 50 = _____
- 6) The education and experience records of all professional personnel assigned to this program and the designation of the successful bidder's program officer.
(1, 2, 3, 4, 5) X 1 = _____
- 7) Bidder's familiarity with any challenges of the program area geography in Idaho.
(1, 2, 3, 4, 5) X 1 = _____
- 8) Demonstrated understanding of how personal and organizational conflicts of interest will be avoided.
(1, 2, 3, 4, 5) X 1 = _____

Total Points = _____
(Maximum possible is 160)

9.3 Rejection of Proposals

The DEQ reserves the right to reject any and all proposals, or portions thereof, received as a result of this request or to negotiate separately with any source in any manner necessary if it is in the best interest of the State of Idaho. Noncompliance with any condition of this proposal may result in disqualification of the offending bidder.

9.4 Acceptance of Proposal Contents

The contents of the proposal of the successful bidder will become contractual obligations along with the final contract if acquisition action ensues. Failure of the successful bidder to accept this obligation in a contract, purchase agreement, purchase order, lease delivery order or a similar acquisition instrument will result in cancellation of the award.

10.0 ADMINISTRATIVE REQUIREMENTS

10.1 Contract Term

The contract period will be December 1, 2009 – December 31, 2010.

10.2 Administrative Appeals

DEQ will adhere to the procedures, policies, and rules outlined in Idaho Code, Title 67, and Section 5733 should administrative appeals arise from the RFP.

10.3 Termination of Contract

Cancellation of the contract by DEQ may be for default by the successful bidder. "Default" is defined as "the failure of a successful bidder to fulfill the obligations of the proposal, contract or work assignment." In the event DEQ no longer needs the services specified in the contract for any reason including program changes, changes in laws, rules or regulations, relocation of offices or lack of funding, DEQ can also cancel the contract. The terms and conditions under which a contract can be terminated will be specified in greater detail in the DEQ Standard Contract in Attachment D.

10.4 Public Disclosure of Information Contained in Proposals and Bidder Responsibilities

Proposals received shall remain confidential until the contract, if any, resulting from the RFP is signed by the DEQ Director or his/her designee. Thereafter, all proposals submitted in response to this request shall be deemed public record. In the event that a bidder desires to claim portions of its proposal as exempt from disclosure, it is incumbent upon the bidder to identify those portions.

At the time of bid submittal, each page, or portion thereof, claimed to be exempt from disclosure must be clearly identified by placement of a stamped, typed or other notation employing such language as "trade secret", "proprietary", or "confidential" in the lower right-hand corner of each relevant page. In addition, if a bidder has claimed certain portions of the bid proposal to be exempt from disclosure, the bidder shall provide substantiation of the claim in the bid proposal, which can be included as an appendix. The substantiation should address the following: measures taken by the bidder to guard against nonconsensual disclosure of the information to others, and the means by which such measures will be continued; the extent to which the information has been disclosed to others and the precautions taken; pertinent confidentiality determinations, if any, by other state or federal agencies; any other relevant facts to support the claim; and, if appropriate, the reason that the information is not required to be disclosed by state or federal statute. (IDAPA 58.01.21.014.03)

10.5 Incurring Costs

DEQ will not be liable for any costs associated with the preparation and presentation of a proposal submitted in response to this RFP.

10.6 Disclosure of Potential Conflict of Interest by Bidder

Each bidder must include a statement disclosing its status and the status of its parent companies, subsidiaries and affiliates as having a potential conflict of interest. Each candidate shall also certify that: "To the best of my knowledge and belief, I have disclosed all information requested by DEQ concerning potential conflict of interest status, and I shall immediately disclose any such information discovered after submission of this proposal or after contract award." Bidders and subcontractors will not be considered for provision of services if DEQ determines that the conflict of interest is significant and cannot be avoided or otherwise resolved. Failure to include this disclosure will result in disqualification of the proposal.

10.7 Changes in RFP

Changes made in the RFP as a result of responses made to concerns must be put in writing and sent to each bidder no later than seven working days prior to the deadline for proposal submission. DEQ will not respond to telephone inquiries about RFP changes made by bidders. However, the DEQ will respond to bidder questions as specified in Section 6.1.

10.8 Changes in Proposals

Modifications of proposals already received by DEQ may be made if such modification is received by DEQ prior to the scheduled deadline for proposal submission. All modifications must be made in writing over the signature of the bidder. No oral or telephone proposals or modifications shall be considered.

10.9 Certification Regarding Debarment

In accordance with 40 CFR Section 32, all proposals submitted for federal assistance shall include a signed certification document, attached to this RFP as Appendix E. All proposals must contain a complete Appendix E to be considered for contract award.

11. PRIME CONTRACT RESPONSIBILITIES

The selected successful bidder will be required to assume responsibility for delivery of requested analysis in accordance with the scope of work as outlined in this RFP and services offered in their proposal. Further, the DEQ will consider the selected successful bidder to be the sole point of contact with regard to contractual matters, and payment of any and all charges. There will be no assignment of a financial document to a third party without prior written DEQ approval.

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ATTACHMENT A

EXAMPLE

2009 OPERATOR'S TRAINING SCHEDULE

CLASS TITLE	TOTAL DAYS Number of classes()	LOCATION	INSTRUCTOR	DESCRIPTION	DATES
WASTEWATER					
Lagoons: Operation and Maintenance	2 (2)	Southeast and Southwest Idaho		Discuss the basic physical and biological processes that make various types of lagoons work and review best practices for lagoon operation and maintenance, emphasizing preventative maintenance and troubleshooting.	
Wastewater Land Application Licensure Review	2(1)	South or North Idaho		Offer a two day training in either South or North Idaho. Open forum based on current programmatic issues as determined by DEQ staff instructing classes.	
Licensure Review: Wastewater I & II	4 (2)	South Idaho and North Idaho		Review basic processes and concepts of wastewater treatment. This class will be designed for operators preparing for Class I & II wastewater operator exams.	
Licensure Review: WW III & IV	2 (1)	Southwest Idaho		Provide a review of advanced wastewater topics for operators preparing to take Class III and IV exams.	
Licensure Review: Collections I & II	4 (2)	Southeast and North Idaho		Review basic processes and concepts of wastewater collection. This class will be designed for operators preparing for Class I & II wastewater operator exams.	
Licensure Review:	4 (2)	Southwest		Review basic processes and concepts of	

CLASS TITLE	TOTAL DAYS Number of classes()	LOCATION	INSTRUCTOR	DESCRIPTION	DATES
Collections III & IV		and North Idaho		wastewater collection. This class will be designed for operators preparing for Class III & IV wastewater operator exams.	
WATER /WASTEWATER					
Introduction to Drinking Water and Wastewater	2 (1)	Southcentral and North Idaho		Introductory course for entry-level drinking water and wastewater operators. Discuss drinking water and wastewater terminology, treatment methods, biology, regulations, and math.	
Essentials For W/WW Operators	2 (1)	Southcentral, Southwest, Southeast, and North Idaho		Video-conference course. Provide an overview of what you need to know as a drinking water and wastewater operator. More specifically discuss water math, water law, hydrology, hydraulics, physics, and water quality.	
Water/Wastewater Tests (Lab)	2 (1)	Southcentral and North Idaho		Discuss the various types of tests required for drinking water and wastewater facilities. Conduct mock tests using lab equipment.	
Microbiology Tests	2 (1)	Southcentral and North Idaho		Discuss the various types of tests required for drinking water and wastewater facilities. Conduct mock microbiology tests using lab equipment.	
Pumps & Motors	4 (2)	Southeast and North Idaho		Discuss and demonstrate routine mechanical maintenance procedures for water and wastewater facilities. Hands-on activities are encouraged.	
Cross-connections	2 (2)	South Idaho and North Idaho		Describe various types of cross-connection situations encountered in drinking water and wastewater systems and how to prevent cross-connections. NOTE: The successful	

CLASS TITLE	TOTAL DAYS Number of classes()	LOCATION	INSTRUCTOR	DESCRIPTION	DATES
				bidder must advise public drinking water systems, using surface water or ground water under the direct influence of surface water of new drinking water requirements for cross - connection control as they become law. Questions about the cross-connection control program should be directed to DEQ and District Health Drinking Water Staff with whom they routinely work.	
Basic Level Electricity and electrical maintenance (SCADA)	2 (1)	North Idaho		Introduce this class with a half-day review of the basic principles of electricity. The balance of this two-day workshop will be dedicated to electrical maintenance topics. This class should be promoted and taught with small to intermediate drinking water and wastewater plant in mind. It will be tailored to the operator who has only minimal knowledge of electricity.	
Intermediate & Advanced Electricity and electrical maintenance (SCADA)	2 (1)	Southcentral Idaho		Basic electricity principles introduction to take no more than first quarter of first day. The balance of this two-day workshop will be dedicated to electrical maintenance topics. This class should be promoted and taught with intermediate to large drinking water and wastewater plants in mind. It will be tailored to the operator who already has basic knowledge of electricity.	
Disinfection – of Water and Wastewater (medium and large)	4 (2)	South Idaho and North Idaho		Discuss the principles of disinfection of drinking water and wastewater with emphasis on chlorination. Safety issues & troubleshooting must be covered in this	

CLASS TITLE	TOTAL DAYS Number of classes()	LOCATION	INSTRUCTOR	DESCRIPTION	DATES
systems)				course. Workshop attendees could have broad range of abilities and experience.	
Basic Math	2 (1)	Southcentral and North Idaho		Discuss basic math principles and provide examples of math equations commonly used as a drinking water or wastewater operator.	
Advanced Math	1 (1)	Southwest Idaho		Discuss advanced math principles and provide examples of math equations commonly used as a drinking water or wastewater operator.	
DRINKING WATER					
Very Small System Licensure Review	4 (1)	Southeast, Southwest and North Idaho		Review basic skills relevant to very small drinking water systems (serving 500 people or less) operation and maintenance. Emphasis will be on pumping, storage, disinfection and general operation and maintenance practices. Non-typical training locations and times may be required to reach small and very small system personnel.	
Licensure Review: Drinking Water I & II	6 (3)	Southeast and Southwest Idaho		Review basic processes and concepts of drinking water treatment. This class is designed for operators preparing for Class I and II drinking water exams.	
Licensure Review: Drinking Water III & IV	2 (1)	South Idaho		Provide a review of advanced drinking water topics for operators preparing for Class III and IV exams.	
Small Drinking Water System O & M	2 (1)	Southeast and Southwest		Principles of system maintenance and troubleshooting.	

CLASS TITLE	TOTAL DAYS Number of classes()	LOCATION	INSTRUCTOR	DESCRIPTION	DATES
		Idaho			
Small Drinking Water System Specialty topics	2 days	South		The successful bidder will identify small drinking water system specialty topics that will be provided to the drinking water operator community.	
Drinking Water System Specialty Topics	10 days			The successful bidder will identify drinking water system specialty topics that will be provided to the drinking water operator community.	
Disinfection of Water (Small systems of Less than 3300)	3 (1)	Southeast, Southwest and North Idaho		Discuss the principles of disinfection for small drinking water systems with emphasis on chlorination. Safety issues & troubleshooting must be covered in this course.	
Drinking Water 101	3 (1)	Southeast, Southwest, and North Idaho		Discuss the Idaho drinking water regulations and compliance with the Safe Drinking Water Act.	
Water Treatment	2 (1)	Southwest Idaho		Discuss conventional water treatment and membrane processes.	

Total 77 days of classes*

34 days water classes

18 days wastewater classes

25 days water/wastewater classes

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ATTACHMENT B

- Bid Cost Form -

Statewide Operator Training Proposal

Name of Institution/ Firm: _____

Address: _____

Phone number: _____

Email address: _____

Wastewater Training Budget not to exceed: \$40,000
Number of Deliverable Training Course Days: 18 days

	Traditional Classroom One day			Traditional Classroom Two Day			Distance Learning, Web-Based Training Course
	Southeast Idaho	Southwest Idaho	North Idaho	Southeast Idaho	Southwest Idaho	North Idaho	
Personnel							
Fringe Benefits							
Travel							
Equipment							
Administrative Costs							
Supplies							
Contractual							
Other							
Total Direct							
Total Indirect							
Total							

Very Small Drinking Water System* Training Budget not to exceed: \$170,500
Number of Deliverable Training Course Days: 34 days

	Traditional Classroom One day			Traditional Classroom Two Day			Distance Learning, Web-Based Training Course
	Southeast Idaho	Southwest Idaho	North Idaho	Southeast Idaho	Southwest Idaho	North Idaho	
Personnel							
Fringe Benefits							
Travel							
Equipment							
Administrative Costs							
Supplies							
Contractual							
Other							
Total Direct							
Total Indirect							
Total							

* Community that serves 3,300 people or fewer.

Drinking Water Training* Budget not to exceed: \$116,929
Number of Deliverable Training Course Days: 25 days

	Traditional Classroom One day			Traditional Classroom Two Day			Distance Learning, Web-Based Training Course
	Southeast Idaho	Southwest Idaho	North Idaho	Southeast Idaho	Southwest Idaho	North Idaho	
Personnel							
Fringe Benefits							
Travel							
Equipment							
Administrative Costs							
Supplies							
Contractual							
Other							
Total Direct							
Total Indirect							
Total							

* Training for all drinking water system sizes.

TOTAL ESTIMATED PROJECT COST \$ _____

TOTAL REIMBURSABLE UNDER THIS RFP \$ _____

DATE: _____

Signature of Person Authorized
to negotiate and bind bidder: _____

Title: _____

Date: _____

ATTACHMENT B.1
- Supplemental Funding Sources Form -

I. Non Reimbursable User Fees

	<u>Fees/Person/System</u>	<u>Fees/Day</u>	<u>Fees/Training</u>	<u>Contract Year Total</u>
Registration Fees				
Other User Fees (Describe)				

DATE: _____

Signature of Person Authorized
to negotiate and bind bidder: _____
Title: _____
Date: _____

ATTACHMENT C

Trainer Selection Schedule 2009

TASK	Date
RFP Mailings	July 20
RFP Publications	July 20
Deadline for bidder questions to DEQ	July 30
Pre-bid conference	August 4
RFP Proposal Submittal Deadline	September 10
Finalists Chosen	September 23
Interviews/Oral Presentations	October 1
Bidder Selected	October 6
End of five day appeal period required by state law/contract officially awarded by DEQ	October 13
Contract Period Begins	December 1, 2009

ATTACHMENT D

DEQ STANDARD CONTRACT

DEFINITIONS

- A. DEPARTMENT shall mean the Department of Environmental Quality of Idaho, any division, section, office, unit, or other entity of that DEPARTMENT, or any of the officers or other officials lawfully representing that DEPARTMENT.
- B. CONTRACTOR shall mean that individual, partnership, corporation, or other entity performing services under this CONTRACT. It shall include any subcontractor retained by the prime CONTRACTOR as permitted under the terms of this CONTRACT. It shall mean acting in an independent capacity, not as an officer, employee, or agent of the DEPARTMENT. It shall mean one who can provide the same or similar services to individuals or entities other than the DEPARTMENT.
- C. CONTRACTING OFFICER shall mean that person appointed by the DEPARTMENT to administer this CONTRACT on behalf of the DEPARTMENT. The term includes, except as otherwise provided in this CONTRACT, an authorized representative of the CONTRACTING OFFICER acting within the scope of his/her authority.
- D. CONTRACT shall mean the originally negotiated and executed CONTRACT (including Riders and Appendices), any negotiated and executed AMENDMENT to this contract and/or any TASK ORDER negotiated, executed and implemented pursuant to provisions of this contract.

II. RELATION OF PARTIES

- A. The parties intend to establish an Independent Contractor/Principal relationship by this contract.
 - 1. CONTRACTOR certifies that they are an Independent Contractor, and as an Independent Contractor will file all required forms and make the necessary payments appropriate to his Independent Contractor tax status.
 - 2. CONTRACTOR acknowledges that their status as an Independent Contractor complies with Federal Compliance Statutes (Chapter 25 Internal Revenue Code § 3511).
- B. The department is interested only in the quality of services provided and the final results to be achieved; the conduct and control of the worker will lie solely with the CONTRACTOR.
- C. The CONTRACTOR is not to be considered an agent or employee of the DEPARTMENT for any purpose, and neither the CONTRACTOR nor their

employees are entitled to any benefits of employment provided by the DEPARTMENT to its employees.

- D. It is understood that the DEPARTMENT does not agree to use CONTRACTOR exclusively, and that CONTRACTOR is free to contract to perform similar services for other parties while under contract to the Department, so long as there is no interference with the performance of this Contract.

III. TERMINATION FOR CONVENIENCE

- A. The DEPARTMENT or CONTRACTOR may cancel this Contract at any time with or without cause upon thirty (30) days' written notice to the other party, and specifying the date of termination.
- B. Cancellation of the Contract by either party shall terminate the obligations or liabilities of the parties, except that the obligations or liabilities incurred prior to the termination date shall be honored.

IV. TERMINATION FOR DEFAULT

- A. CONTRACTOR default occurs if the CONTRACTOR fails to perform any of the covenants or conditions of this Contract; and the CONTRACTOR does not cure such defects in performance within ten (10) days after receipt of any written notice from the CONTRACTING OFFICER informing the CONTRACTOR of such defects in performance.
- B. Upon default, the DEPARTMENT may cancel this Contract without any notice and may pursue any and all legal, equitable, and other remedies available to the DEPARTMENT.
- C. If termination for default is effected by the DEPARTMENT, an equitable adjustment in the price provided in this CONTRACT shall be made, but:
 - 1. The DEPARTMENT shall withhold any uncommitted funds for work not performed;
 - 2. No amount shall be allowed for anticipated profit on unperformed services or other work; and
 - 3. Any payment due the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the DEPARTMENT because of the CONTRACTOR'S default.
- D. If termination for default is effected by the CONTRACTOR, or if termination for convenience is effected by the DEPARTMENT, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any determination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the CONTRACTOR relating to commitments which had become firm prior to the termination.

- E. Upon receipt of a termination action under paragraphs A. or B. above, the CONTRACTOR shall:
 - 1. Promptly discontinue all affected work (unless the notice directs otherwise); and
 - 2. Deliver or otherwise make available to the DEPARTMENT all data, drawings, specification, 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.
- F. Upon termination under paragraphs A. or B. above, the DEPARTMENT may take over the work and may award another party a contract to complete the work under this CONTRACT.
- G. If, after termination for default of the CONTRACTOR to fulfill contractual obligations, it is determined that the CONTRACTOR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the DEPARTMENT. In such event, adjustment of the CONTRACT compensation shall be made as provided above in paragraph D.
- H. In the event of legal action, the prevailing party shall be reimbursed for any and all expenses that are incurred as a result of the default including, but not limited to, legal fees, and losses incurred due to default.

V. ADDITIONAL PROVISIONS

Additional provisions, if any, are incorporated by reference on the cover sheet of this contract.

VI. INDEMNIFICATION

- A. The CONTRACTOR shall indemnify, defend, and save harmless the STATE OF IDAHO, and the DEPARTMENT, its officers, agents, and employees, from and against all liability, claims, damages, losses, expenses, actions, and suits whatsoever, including injury or death of others or any employee of the CONTRACTOR or subcontractor caused by or arising out of the CONTRACTOR'S negligent performance, act, or omission of any term of this Contract.
- B. The DEPARTMENT shall indemnify, defend and save harmless the CONTRACTOR, its officers, agents, employees and subcontractors from and against all liability, claims, damages, losses, expenses, actions and suits whatsoever, including injury or death of others or any employee of the DEPARTMENT to the extent caused by or arising out of the DEPARTMENT'S negligent performance, act or omission of any term of this CONTRACT. Nothing in this provision shall extend the liability of the DEPARTMENT beyond that provided in the Idaho Torts Claim Act, Idaho Code 6-901 et.seq.

- C. As an Independent Contractor, CONTRACTOR is responsible for all employee-related benefits, such as paid leaves and health insurance, and withholding and payment of F.I.C.A., F.U.T.A., and income taxes for Federal and State purposes. The DEPARTMENT shall not be responsible for these employee related benefits and tax items, and shall be indemnified and held harmless from any liability, cost or expenses, including any interest, penalties and attorney's fees, that may be connected with the CONTRACTOR'S failure to provide or pay such items.

VII. ASSIGNMENT AND SUBCONTRACTING

- A. This CONTRACT is to be binding on the heirs, successors and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this CONTRACT shall be effective until the assignee assumes in writing the obligations of the assigning party, and delivers such written assumption to the other original party to this CONTRACT. Use of SUBCONTRACTORS by the CONTRACTOR, or subsidiary or affiliate firms of the CONTRACTOR, for technical or professional services shall not be considered an assignment of a portion of this CONTRACT.
- B. The parties agree that no services required under this CONTRACT may be performed under SUBCONTRACT unless both parties agree in writing.
- C. Approved subcontracts will contain all appropriate Federal and State requirements and such conditions and provisions as the DEPARTMENT may deem necessary.
- D. The CONTRACTOR understands and agrees to assume responsibility for the satisfactory performance of all subcontractors and subcontracted services.

VIII. ACCOUNTING, AUDITING, RECORDS RETENTION AND ACCESS TO RECORDS

- A. The CONTRACTOR shall maintain books, records, documents and other evidence directly pertinent to performance of EPA funded work under this CONTRACT in accordance with generally accepted accounting principles and practices consistently applied, and in accordance with 40 CFR 31.36(i)(10) and (11), in effect on the date this CONTRACT is signed by both parties. Records shall be retained for a period of three (3) years after final payment is made and all other pending matters are closed. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the actions and resolution of all issues which arise from it, or until the end of the regular three-year period whichever is later.

The CONTRACTOR shall also maintain financial information and data used in the preparation or support of the cost submission required under 40 CFR 31.22 (for negotiation of this CONTRACT), or negotiated change order, and a copy of the cost summary submitted to the DEPARTMENT. The CONTRACTOR will obtain written approval from the DEPARTMENT prior to disposal of any records. The U.S. EPA, the Comptroller General of the United States, the U.S. Department of Labor, the DEPARTMENT, any other agency of the State of Idaho or any of their authorized

representatives, shall have access to all such books, records, documents and other evidence for purposes of inspection, audit and copying during normal business hours.

The CONTRACTOR will provide proper facilities for such access and inspection. This CONTRACT may be terminated upon any refusal of the CONTRACTOR to allow access to the records as described above.

B. Audits.

1. Audits conducted under this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines of any reviewing or audit agency(s).
2. The DEPARTMENT'S monitoring and audit efforts shall include activities aimed at: (1) assessment of agreement operation at a given point in time; (2) comparison of actual performance versus established performance standards; (3) identification of agreement accomplishments and/or deficiencies in operation and administration; and (4) evaluation of agreement results, benefits and impact upon project objectives. The DEPARTMENT shall have the right to evaluate both the management and financial systems of the CONTRACTOR to ascertain that there is compliance with all of the provisions contained in this contract. In determining the adequacy of these systems, the DEPARTMENT shall utilize internal staff or arrange for an independent certified public accounting firm: (a) survey the CONTRACTOR'S system to obtain information through discussion, inquiry and observation of what the system is stated to be; (b) appraise the adequacy of the system in terms of standards prescribed herein; (c) select a number of transactions and trace them through the records to ascertain whether the system is actually followed and is effective; and (d) interview CONTRACTOR'S staff members to determine management and organizational needs.

C. The CONTRACTOR agrees to disclose all information and reports resulting from access to records under paragraph A and B of this Section to any of the agencies referred to in paragraph A.

D. Access to records is not limited to the required retention periods. The authorized agencies designated in paragraph A of this Section shall have access to records at any reasonable time for as long as the records are maintained.

E. This section applies to all records pertaining to this CONTRACT, TASK ORDERS, CHANGE ORDERS and AMENDMENTS:

1. To the extent the records pertain directly to performance of this CONTRACT;
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the CONTRACT is terminated for default or for convenience.

- F. The CONTRACTOR agrees to account for all expenditures under this CONTRACT in accordance with generally accepted accounting principles, a cash or accrual method of accounting in accordance with 40 CFR 31.41 and to comply with the cost principles contained in 40 CFR 31.22 to determine allowable costs.
- G. It is understood and agreed that in case of the termination of the existence of the CONTRACTOR by bankruptcy or any other reason, that all records in the CONTRACTOR'S possession, program and fiscal, relating to this CONTRACT shall become the property of the DEPARTMENT.

H. PROPERTY MANAGEMENT

The CONTRACTOR must comply with the property management requirements set forth in 40 CFR 35.6335 through 40 CFR 35.6400, where applicable.

The CONTRACTOR will submit property inventory reports on an annual basis by January 1 of each year, when the property is no longer needed and within 90 days from the end of the contract period. The CONTRACTOR must comply with the requirements for inventory reports set forth in 40 CFR 35.6660, where applicable.

Inventory reports must include the following:

- a. Description of property;
- b. Manufacturer's serial number, model number or other identification number;
- c. Source, including the assistance identification number;
- d. Unit acquisition date and cost; and
- e. Location, use and condition (by site and activity) and the date this information was recorded.

IX. PROJECT ASSESSMENT AND CORRECTIVE ACTION

The CONTRACTOR will maintain an ongoing analysis of project performance as it relates to project goals and objectives. Whenever the CONTRACTOR determines that goals are not being met as specified in the CONTRACT, the CONTRACTOR will develop a corrective action plan to meet those goals. On a monthly basis, the CONTRACTOR will be required to submit a report of the corrective action taken or planned. Unless otherwise specified in the statement of work in an AMENDMENT or TASK ORDER, the report will be due no later than the 10th of the following month.

X. CONFIDENTIALITY

- A. Where applicable, such as in the event of litigation, the CONTRACTOR shall not provide, disclose or reveal data, field notes, log books, photographs, computer stored information, drawings, specifications, reports, estimates, summaries or any

other information or records including originals, copies, drafts, abstracts or information in any form generated or otherwise obtained in the performance of its responsibilities under this CONTRACT to any party other than the DEPARTMENT except upon compulsion by subpoena or other legal process. The CONTRACTOR shall provide prompt notice of service to the DEPARTMENT. The CONTRACTOR is not responsible for any of the above which may previously have been placed in the public domain. The DEPARTMENT will inform the CONTRACTOR in writing by certified mail when this clause is being invoked and what specific materials are considered confidential.

- B. All such materials shall be the property of the DEPARTMENT and shall be returned to the DEPARTMENT within eighty (80) days of expiration or termination of the CONTRACT or upon written demand of the DEPARTMENT.
- C. The CONTRACTOR shall require all SUBCONTRACTORS to comply with Subsection IXA of this Contract by explicit reference or provision in each SUBCONTRACT.

XI. APPROPRIATION BY LEGISLATURE REQUIRED

It is understood and agreed that the DEPARTMENT is a government entity, and this Contract shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State Legislature as may exist from time to time. In the event the Legislature of the State of Idaho fails, neglects, or refuses to appropriate such funds as may be required and designated to continue payment for this Contract, this Contract shall be at such time automatically terminated and at an end. All future rights and liabilities of the parties hereto shall thereupon cease within 30 days after the notice to the CONTRACTOR.

XII. EFFECT OF TERMINATION OF FEDERAL FUNDING

In the event Federal matching funds are reduced from current prorated levels, or terminated, the financial participation of the State of Idaho may be reduced accordingly or terminated.

XIII. BINDING EFFECT OF FEDERAL PURCHASE OF SERVICE REGULATIONS AND STATE PLANS

This agreement is subject to the provisions of any relevant Federal regulations and any relevant provisions of the State Plan in effect at the time this Contract is executed, or which became effective. Such Federal regulations and State plans are on file in the Central Office of the Department of Environmental Quality and are available for inspection by the CONTRACTOR.

XIV. OBLIGATIONS OF THE CONTRACTOR

A. AUTHORIZATION TO PROCEED

The CONTRACTOR will not begin work on any services until this CONTRACT, any AMENDMENT(S) or TASK ORDER(S) have been signed by the

DEPARTMENT, the effective date has been filled in and that date has arrived and passed. The CONTRACTOR, SUBCONTRACTOR or their employees shall not render services to the DEPARTMENT under the terms of this CONTRACT until the CONTRACT has been fully signed by each party and the CONTRACT has become effective. Furthermore, the DEPARTMENT is in no way responsible for reimbursing the CONTRACTOR for services rendered prior to the signature of the DEPARTMENT and the arrival of the effective date of this CONTRACT. No employee or agent of the DEPARTMENT may authorize reimbursable services to the CONTRACTOR except the Director of the DEPARTMENT in writing.

For CONTRACTS utilizing TASK ORDERS, authorization to proceed on work as to scope, cost and time for completion shall be in the form previously described for TASK ORDERS. Each TASK ORDER shall have:

1. A preamble referencing the DEPARTMENT, the CONTRACTOR, PROJECT, TASK, TASK ORDER NUMBER and this CONTRACT.
 2. A description of the services to be provided, including work products, and the estimated time schedule for completion.
 3. Any special conditions not covered in this CONTRACT.
 4. ATTACHMENTS and SIGNATURES sections.
- B. The CONTRACTOR'S obligations under this Section are in addition to the CONTRACTOR'S other obligations under this CONTRACT.

XV. FEDERAL AND STATE AUDIT EXCEPTIONS

When Federal or State audits indicate that payments to the CONTRACTOR do not meet the applicable Federal or State rules and regulations, the CONTRACTOR shall refund and pay to the DEPARTMENT any payments made arising from the CONTRACTOR'S ineligible or improper receipt or use of Federal financial participation funds, and the DEPARTMENT must refund such payments to the applicable Federal funding agency.

XVI. AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY

- A. The CONTRACTOR hereby agrees to provide all services funded through or affected by this CONTRACT without discrimination on the basis of race, color, national origin, age or physical/mental impairment, and to comply with all relevant sections of:
1. Title VI of the Civil Rights Act of 1964, as amended;
 2. Section 504 of the Rehabilitation Act of 1973, as amended; and
 3. The Age Discrimination Act of 1975 as amended.
 4. The Americans With Disabilities Act of 1990.

- B. The CONTRACTOR agrees to provide equal employment opportunity and take affirmative action in employment on the basis of race, color, national origin, religion, sex, age, physical/mental impairment and all relevant sections of:
1. Executive Order 11246, as amended by Executive Order 11375;
 2. The applicable provisions of the Department of Labor regulations (48 CFR, Part 22); as amended;
 3. Section 503 of the Rehabilitation Act of 1973, and
 4. Sections 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974.
- C. The CONTRACTOR agrees to comply with the Civil Rights, equal employment opportunity Labor Law and other requirements under 40 CFR, Part 30, Subpart F and 40 CFR, Part 7.
- D. The CONTRACTOR agrees to comply with the requirements for small, minority women's and labor surplus area businesses in 40 CFR 33.240 in its award of any SUBCONTRACT under this CONTRACT.
1. The CONTRACTOR agrees to assure that each of these business entities is given the opportunity to participate in subcontract awards under this contract. This policy applies to all SUBCONTRACTS for supplies, construction and services under this CONTRACT.
 2. The CONTRACTOR shall file a quarterly report on a form to be provided by the DEPARTMENT, listing all small, minority and women's business enterprises that were subcontracted to during the preceding quarter. A form must be filed even if a small or disadvantaged business was not utilized.

XVII. CONFLICT OF INTEREST

A. Organizational Conflicts of Interest

1. The CONTRACTOR warrants that to the best of the CONTRACTOR'S knowledge and belief, there are no relevant facts or circumstances which could give rise to actual, apparent or potential organizational conflicts of interest or that the CONTRACTOR has disclosed all such relevant information.
2. The DEPARTMENT reserves the right to procure services from contractors other than the CONTRACTOR in the event the CONTRACTOR has an unresolvable conflict of interest which cannot be avoided. Such conflicts may include status as a potentially responsible party; present or proposed contractual arrangement with a potentially responsible party to be studied; present or proposed contractual agreements with a firm that manufactures or sells any substance or item to be studied, or present or proposed

contractual agreements with a firm that manufactures or sells any substance or item in competition with a substance or item to be studied under this proposed contract.

3. Upon receipt of a work assignment, the CONTRACTOR shall identify any potential conflict of interest in its performance of services contemplated by the work assignment. If the DEPARTMENT determines that the CONTRACTOR has an unresolvable conflict which cannot be avoided, Section III and/or *N* of this Contract will apply. The CONTRACTOR shall provide a Project Team which is qualified and free from potential conflict of interest to perform the services required by this CONTRACT, AMENDMENT(S) and/or task orders(s).

B. Individual Conflicts of Interest

With regard to individual employees performing services under this CONTRACT, the CONTRACTOR shall:

1. Notify the DEPARTMENT of any actual, apparent or potential conflict of interest involving any individual employee proposed to perform services under this CONTRACT, AMENDMENT(S) and/or TASK ORDER(S). In the event of any conflict of interest, the individual employee may be disqualified by the DEPARTMENT from taking part in any services creating the conflict of interest.
2. Require each individual professional employee proposed to work on any TASK ORDER to sign a copy of the "Individual Employee Agreement".

XVIII. CONTRACT DATA

The CONTRACTOR and the DEPARTMENT assure that the cost and pricing data submitted for evaluation with respect to negotiation of prices for negotiated CONTRACTS, lower tier SUBCONTRACTS and change orders are based on correct, accurate and complete data supported by their books and records. If the DEPARTMENT or appropriate Federal agency determines upon agreement by the CONTRACTOR that any price (including profit) negotiated in connection with this CONTRACT, lower tier SUBCONTRACT or AMENDMENT(S) and/or TASK ORDER(S) there under was increased by any significant sum because the data provided are incomplete, inaccurate or not current at the time of submission, then such price, cost or profit shall be reduced accordingly and the CONTRACT shall be modified in writing. Failure to agree on a reduction shall be subject to the remedies clause of this CONTRACT.

XIV. EMPLOYMENT

The CONTRACTOR shall not accept employment from any party other than the DEPARTMENT, or Federal agencies, for work directly related to the Site (services) covered under this CONTRACT for a period of three years from termination of the CONTRACT, or until any litigation related to the Site is completed, whichever is longer, unless it has received written release of this restriction from the DEPARTMENT.

XX. SEVERABILITY

If any term or provision of this CONTRACT is held by the courts to be illegal or in conflict with any Idaho law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the CONTRACT did not contain the particular term or provision held to be invalid.

XXI. NON-WAIVER OF BREACH

Failure of the CONTRACTOR or the DEPARTMENT to insist upon strict performance of any of the covenants and conditions of this CONTRACT, or to exercise any option herein conferred in any one or all instances, shall not be construed to be a waiver or relinquishment of any such covenant or condition but the same shall be and remain in full force and effect, unless such waiver is evidenced by the prior written consent of the CONTRACTOR or the DEPARTMENT.

XXII. LICENSES

For the duration of this CONTRACT, the CONTRACTOR will remain in effect and have in possession all applicable licenses required by federal and state statutes and county and city ordinances, including an Idaho business license, if so required.

XXIII. CLEAN AIR AND CLEAN WATER ACTS

The CONTRACTOR shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive order 11738 and the Environmental Protection Agency Regulations (40 CFR, Part 15). All violations are to be reported to the appropriate federal or state agency.

XXIV. GOVERNED BY THE LAWS OF THE STATE OF IDAHO

This CONTRACT shall be governed by the laws of the State of Idaho and performed therein.

XXV. NOTICE OF CONTRACT EFFECTIVENESS

It is understood that this document is not effective until the appropriate CONTRACTING OFFICER has signed the document, the effective date has been filled in by the CONTRACTING OFFICER, and that date has arrived or passed. Neither the CONTRACTOR nor his organization will render services to the DEPARTMENT under the terms of this document until the document has been fully signed by each party and the Contract has become effective. Furthermore, the DEPARTMENT is in no way responsible for reimbursing the CONTRACTOR for services rendered prior to the appropriate signature by the CONTRACTING OFFICER of the DEPARTMENT and the arrival of the effective date of this Contract.

CONTRACTOR’S Initials_____ Date

XXVI. CERTIFICATION REGARDING LOBBYING the CONTRACTOR certifies that:

- A. None of the funds provided by this contract have been paid or will be paid by or on behalf of the CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the State legislature in connection with the awarding, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
- B. If any funds, other than funds provided by this contract, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the State legislature in connection with this contract, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and a copy of Standard Form LLL to the contracting agency.
- C. The CONTRACTOR shall require that the language of this certification be included in any subcontract, at all tiers, (including grants, subgrants, loans, and cooperative agreements) entered into as a result of this contract, and that all subrecipients shall certify and disclose accordingly.
- D. The CONTRACTOR understands that a false statement of this certification may be grounds for rejection or termination of this contract, and that their signature upon this contract is a material representation of fact upon which reliance was placed when this contract was made or entered into. In addition, under Section 1352, Title 31, U.S. Code, a false statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such false statement.

XXVII. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The CONTRACTOR certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have 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. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The CONTRACTOR understands that false statement on this certification may be grounds for termination of the contract. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

XXVIII. COMPLETE STATEMENT OF TERMS

This Contract, the Request for Proposal, the Request for Proposal Pre-Bid Questions, IDEQ Response and Request for Proposal Addendum, the Contractor’s bid proposal and related attachments constitutes the entire agreement between the parties hereto and shall supersede all previous proposals, oral or written, negotiations, representations, commitments, and all other communications between the parties. It may not be released, discharged, changed or modified or assigned in whole or in part, and no claim for additional services not specifically provided herein will be allowed by the DEPARTMENT, except to the extent provided by an instrument in writing signed by a duly authorized representative of the CONTRACTOR and the DEPARTMENT.

Any Riders, Appendices, Attachments, and all other information attached to this Contract serve to supplement the terms and conditions of this Agreement, and do not change or eliminate any provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement. (*signatures*)

CONTRACTOR:

STATE OF IDAHO:

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

Department of Environmental Quality

Contractor’s Mailing Address:

DATE: _____

TELEPHONE: _____

ATTACHMENT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have 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 (1) (b) of this certification; and
- d) Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

I understand that false statement on this certification may be grounds for termination of the contract. In addition, under 18 OUSC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Typed Name & Title of Authorized Representative
Signature of Authorized Representative

Date

I am unable to certify to the above statement. My explanation is attached.