

IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY REQUEST FOR PROPOSALS (RFP)

RFP # 0922 Survey of Idaho Fish Consumption Rates

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1. GENERAL INFORMATION

1.1. Purpose

DEQ is requesting proposals for implementing a survey of fish consumption by Idaho residents. The survey questionnaire and sample population frames have been developed with the assistance of the Boise State University Public Policy Center (PPC) working with Idaho DEQ and an open public committee consisting of representatives of interested stakeholders. This survey will gather information regarding the distribution of fish consumption rates for two groups in Idaho: 1) the general adult population, and 2) adult recreational anglers. The former is anyone living in Idaho; the latter are Idaho resident license holders who consume what they catch. DEQ is requesting that the data gathered should be analyzed and presented in a way that any percentile of the distributions can be quantified.

It is DEQ's intent to integrate this information with fish consumption rates for Idaho Indian Tribes from independent studies funded by EPA in order to provide a fuller picture of fish consumption rates in Idaho. Some of the expected implementation tasks include creating representative draws from the target populations, testing the survey instrument, collecting and validating data, data analysis and report preparation. More information on the scope of this work is outlined in Section 2 of this RFP.

1.2. Background

Fish consumption is a primary route in which people are exposed to many toxins from the aquatic environment. Thus, a fish consumption rate is needed in the formula when calculating water quality criteria to protect human health. In 2005 Idaho undertook rulemaking to update its human health criteria (HHC) for toxics substances applied to waters protected for recreation use, where fish could be caught and then consumed, or applied to waters protected as domestic water supply, where exposure from drinking water as well as consumption of fish is assumed. Idaho's 2005 updates were in part based on increasing the fish consumption rate (FCR) used in the criteria calculations. Idaho increased the value from the National Toxics rule value of 6.5 g/day to EPA's then and still currently recommended national value of 17.5 g/day.

In May 2012 Region 10 of the EPA disapproved Idaho's HHC update because they could not conclude that the fish consumption rate of 17.5 g/day was protective of human health in Idaho. EPA reached this conclusion because of regional evidence that indicates fish consumption rates for some in Idaho may be higher. Consequently, Idaho DEQ has decided it needs more current, Idaho specific, information on the usual intake rate of fish by Idaho residents. This data will be used to support adoption of revised HHC that can be shown to be protective of human health.

In order to adequately protect the citizens of Idaho, DEQ seeks to implement a survey that will identify the overall distributions of fish consumption for the two populations

described above and will allow DEQ to identify with a significant degree of certainty what the consumption rate of fish is at various percentiles of the population. EPA recommends “*An analysis of protectiveness of the criteria for the general population, recreational fishers and subsistence fishers should be included in the criteria documentation*” (EPA, 2000). DEQ expects that ultimately the ability to compare risks for the general population, recreational anglers and members of Indian tribes in Idaho will be necessary.

DEQ has a survey design team in place that has been working closely with the agency and the stakeholders to develop a questionnaire and survey implementation recommendations. The preliminary survey questionnaire is included in this RFP as Appendix D. The successful bid will show familiarity with the method(s) and terminology used in the design of the questionnaire (BSU, 2013).

The preliminary survey design consists of a survey questionnaire and recommendations for the survey implementation method along with a discussion of some issues that DEQ and the stakeholder committee worked out in advance. These issues include the use of a 24 hour recall total dietary recall survey in conjunction with a 7 day food frequency survey to address limitations of each individual method that were raised as concerns by the stakeholder committee, how to identify the target population of interest, and an operational definition of an Idaho angler was determined. The recommendation is that the sample should be individuals as the survey unit. Other issues that will need to be understood and identified by the successful bidder are included in the Survey Design (BSU, 2013).

The successful bidder will have to account for seasonality of fish consumption in the implementation of the survey as well as intra-person variability. The successful bidder will craft a proposal that includes sampling during different seasons as well as re-sampling of a subset of the population to determine intra-person variability. Resources are available that describe the general approach to data gathering and analysis that DEQ would like to take. These resources are available through the agency via the rulemaking website and will be referenced in Section 10.11 Documents Incorporated by Reference.

1.3. Type of Contract and Contract Term

The contract, which will be a reimbursement for designated services, shall be awarded for two years to one successful bidder, beginning on the date of signing by the DEQ director or a 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, the contract may be extended for two additional one-year periods, for a total of four years.

1.4. Payment Procedures

The successful bidder will submit invoices on a monthly basis using a DEQ-approved invoice form to:

Idaho Department of Environmental Quality
Financial Operations Center
Accounts Payable
1410 N. Hilton
Boise, Idaho 83706

2. SCOPE OF WORK

2.1. Description of Tasks

Task 1: Develop a quality assurance project plan (QAPP)

The purpose of this task is to develop the quality assurance project plan (QAPP) which outlines the strategy to provide data of sufficient quality and quantity to determine the distribution of fish consumption rates for the specified populations. The QAPP will be the overall guiding document which describes the various components of the survey implementation including a description of the final survey design, methods for implementing the survey, methods to identify and quantitate to the best degree possible the various sources of bias within a survey of this size and scope, identification of the attendant sources of bias within that survey instrument, and detailed descriptions of methods to verify and validate the data collected during the survey. As part of the quality assurance plan, quality control processes that address training and monitoring of the interviewer and verification of the interview responses should be described. The successful bidder will develop a QAPP in accordance with DEQ's Quality Management Plan, which must be accepted by DEQ prior to beginning implementation of the survey.

Task 2: Select representative sample

DEQ's survey design team has developed a survey questionnaire and helped identify the populations of interest. The successful bidder will use these tools to draw a representative sample from the sample populations identified. The representative sample may be stratified to allow for geographical distributions of the population. The successful bidder will describe experience in generating stratified samples and should describe the process used to select representative individuals to be interviewed as well as the needed sample size to meet data precision objectives. This description should include the sampling method used to assure the sample is a randomly generated sample and method(s) for reducing non-coverage bias in surveying.

The survey design team has developed recommendations for the survey methods and these recommendations are hereby incorporated by reference (BSU, 2013). The successful bid should identify how these recommendations will be used in the selection of the representative sample. A target list will be generated by the successful bidder as part of this task along with a sufficient oversample list to take into consideration non-responses typical for the survey method being implemented. It is possible that during the implementation of the survey that the response rate of those consuming Idaho fish is not high enough to be able to generate statistically viable distributions. A contingency plan should be identified if it becomes necessary to increase the sampling size and/or frequency.

The successful bidder is responsible for developing the database format (tables and related queries) for storing data received during the pilot study and the full

implementation of the fish consumption survey. The data will need to be stored in a way that is compatible with SQLServer (either Microsoft Access or SQL) or will need to be formatted in a way that is easily transferred to SQL. Acceptable data formats include csv, SAS, Excel or Access. If the proposal includes data in a different format, the successful bid will describe why the different format is more efficient and how the data will be transferred to SQLServer.

Task 3: Pilot test and refine the survey instrument

The successful bidder will work with the survey design team and a Tribal collaboration team being facilitated by EPA to pilot test the survey instrument. This pilot test should be conducted on a small sample of the population. As part of the proposal, DEQ is requesting recommendations regarding typical pilot test samples sizes that the bidder has found successful in previous surveys. As part of this task, visual aids necessary to help the survey respondents accurately gauge the quantity of fish consumed will need to be tested and refined.

Results from the pilot test will then be used to assess the overall chances of successful survey implementation using the chosen delivery method(s), the clarity and usefulness of the questions asked in the survey, the survey duration, and utility of aids used to help improve the accuracy of reported portion size and fish types consumed. Revisions to the questionnaire and improvements to the visual aids will be reported and incorporated into the final survey as the output of this task.

Task 4: Conduct surveys and verify data

This task will produce a dataset stored in electronic format that is compatible with SQLServer (either Microsoft Access or SQL) or the successful bidder must provide the ability to transfer the data to a format compatible with SQLServer.

Subtask 4.1: Hiring and training of interviewers

It is the responsibility of the successful bidder to hire and train individuals to administer and code the survey questionnaire. Interviewers should be trained specifically in the language version(s) they will be conducting and should be fluent in the language (English or Spanish) that is consistent with the questionnaire version they are conducting.

Subtask 4.2: Conducting the survey

The successful bidder will conduct surveys based on the survey design and the outcomes of tasks 1 through 3 of this RFP. Surveys will need to be conducted in a manner that adequately addresses seasonal variation in fish consumption rates. The survey design describes recommendations for addressing seasonality as well as intra- and inter-person variability. The successful bid will describe how these recommendations will be used to administer surveys and timing of the surveys to address these two sources of variability.

The survey shall be conducted in English and Spanish based on the preference of the respondent. The successful bidder will be responsible for translation of the questionnaire. The dataset however shall be provided to DEQ in English following a translation of interviews conducted in Spanish. A variable to indicate the language the data were collected in should be included in the dataset.

The survey design calls for a sample size of at least 5,000 for a 7-day recall survey. The successful bid will use this minimum sample size in the price proposal with the option of increasing this sample size by another 2,000.

Subtask 4.3 Verification and security of data

Data entered into the database must also be verified according to the quality assurance plan and data objectives detailed in the QAPP from task 1 and a data quality report generated that identifies how data met the data quality objectives. Responses to the survey will be entered into a secure database and stored on a secure server until transferred to DEQ. The successful bid will detail the ability of the contractor to assure security and confidentiality of the data.

The successful bidder shall identify standards for confidentiality and either describe these in the proposal or incorporate by reference if the standards are nationally recognized.

Subtask 4.4: Monthly reporting

The successful bidder will be responsible for monthly reports to the DEQ project manager. These reports will address any questions or issues that arise during the fielding of the survey which may impact the quality of data or prospects on obtaining a sufficiently large number of samples to meet precision goals identified in the QAPP. These reports may be email memorandums detailing the previous month's progress on implementing the questionnaire, any issues related to the quality of the data, monitoring of the contract and project planning, and summarize the number of surveys completed.

Task 5: Analyze data

The successful bidder will analyze data on a regular basis to verify that it meets data quality objectives. At the end of the survey implementation the successful bidder will analyze the gathered data to provide descriptive statistics and confidence intervals for the overall dataset as well as for the following groups:

- age
- gender
- income
- ethnicity
- source of fish
- species of fish consumed (to the extent possible)

As detailed in the survey design (BSU, 2013), data may be analyzed using one of several available methods. The successful bidder may be asked to work with consultants at the National Cancer Institute (NCI) who have volunteered to help with Idaho's fish consumption survey to analyze data using methodology developed to address bias in short term dietary recall surveys. More information on this technique may be found in Tooze (2006 and 2010) and Dodd et al 2006.

Alternatively, data may need to be analyzed using methods developed by Keogh and White (2011) to correct for never and episodic consumers. The survey questionnaire has been designed to allow for either methodology. However, depending upon the requisite number of repeat surveys necessary to fully utilize the NCI method and the available budget constraints, one of these methods may be favored over the other.

An analysis of the distribution of the usual intake estimates will be provided that identifies descriptive statistics such as the mean, median and 90th percentiles with 95% confidence intervals and cumulative density functions with 95% confidence bands. The successful bid should identify experience on this level of data analysis and describe any familiarity with the methods described above.

Task 6: Reporting

The successful bidder will be required to compile reports from the various tasks into a final report that details the outcomes of the pilot test and changes made to the survey instrument as a result of the pilot test, the method(s) used for selecting a representative sample, the results of the quality assurance and quality control efforts, the results of the data analysis from task 5 and conclusions drawn from the data analysis. This report should be of a quality that is suitable for publication in peer reviewed literature. The successful bidder will submit the final report for peer review after collaboration with the DEQ project officer and be prepared to respond to comments from the peer review panel and make changes based on comments from that peer review process.

It is also expected that the successful bidder will present the findings of the survey and subsequent data analysis to DEQ's negotiated rulemaking committee and assist DEQ with responding to comments from the negotiated rulemaking committee regarding the survey implementation and data analysis.

The successful bid should identify experience with preparing peer reviewed literature. This may be a list of literature articles.

2.2. Technical Specifications

The successful bidder will show proficiency in the following areas:

- a. Experience in working with groups and other technical experts in survey design.
- b. Experience with human subjects review requirements and data confidentiality concerns.

- c. Understanding and experience with different survey methodologies (e.g. mail, telephone, personal interview).
- d. Experience in conducting dietary intake surveys with sensitivity to cultural differences and language barriers in order to obtain the most accurate results possible.
- e. Experience in translating survey design to implementation.
- f. Experience with selection of representative population samples.
- g. Experience in applying sample stratifications and other survey techniques that are statistically/methodologically sound and that reliably support conclusions about various strata.
- h. Experience with methods to estimate usual long term fish consumption from short term dietary intake information (e.g. <http://riskfactor.cancer.gov/diet/usualintakes/method.html>, http://www.fasebj.org/cgi/content/meeting_abstract/23/1_MeetingAbstracts/915.2)
- i. Experience in development and use of statistics in contentious/litigious regulatory actions (e.g. ambient water quality criteria development).
- j. Experience in communicating statistical results in reports and presentations and to audience of widely varying expertise and knowledge.
- k. Knowledge of Idaho and its fish resources.
- l. Ability to travel to Idaho if not already located within the state.

The successful bidder will identify in the technical proposal the following:

- a. Facilities available to conduct the survey.
- b. Any proposed Computer Assisted Telephone Interviewing (CATI) system to be used, including skip patterns and prompts.
- c. Software proposed for use in data analysis.
- d. Database system used to enter data.
- e. Security available to protect data from survey respondents.

2.3. 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 DEQ project officer will do the following:

1. Assign tasks based upon the mutually developed work plan of the successful applicant.
2. Receive and respond to monthly update reports based on the work plan and schedule.
3. Receive and approve deliverables based upon the work plan and schedule.
4. Authorize payment based upon completion of assigned tasks and approval of installation of deliverables.
5. Follow-up regarding respondent complaints received by the Department.

3. DELIVERABLES

The contractor will work with the DEQ project manager and stakeholders (when appropriate) to ensure proper deliverables are met and are on schedule. The contractor will be responsible for the delivery of the following:

1. From task 1, a Quality Assurance Project Plan.
2. From task 2, a list for sampling.
3. From task 3, a report detailing results of pilot test including, but not limited to, changes made to questionnaire, sampling method(s) and visual aids.
4. From task 4, a validated and verified dataset as well as a data quality report detailing any issues that arose during the implementation of the survey, any corrective actions taken and validation of the data (inclusive of any data editing that may have occurred).
5. From task 5, a report of the data analysis including identification of the models used to analyze the data, the distribution of fish consumption rates for the target populations, descriptive statistics such as mean, median, and upper (e.g. 90th, 95th) percentiles along with cumulative density functions. These descriptive statistics may change based on outcomes from the negotiations with the stakeholders while the survey is being implemented but will be finalized prior to the data analysis beginning.
6. From task 6, a comprehensive report ready for peer review that describes:
 - The target population,
 - How the target population was sampled,
 - Methods of acquiring responses to questions,
 - How the database is structured and responses coded,
 - Statistical analysis of the data,
 - Results of the statistical analysis,
 - Quality control and sources of bias in results, and
 - Conclusions and recommendations.
7. From task 6, the successful bidder will be expected to prepare a presentation summarizing results of survey for a negotiated rulemaking meeting and help DEQ respond to any questions that arise on survey methods or results.

3.1. Penalty for Overdue Deliverables

Deliverable not submitted in accordance with the mutually agreed upon timeline and schedule of work will not be paid for until delivery. In addition, a small percentage (1%) of the overall bid price for the deliverable will be subtracted from the invoice for each month that the deliverable is late, unless a new mutually agreed upon timeline and schedule of work is developed prior to the deliverable deadline.

4. SCHEDULE

4.1. Milestones

The following milestones should serve as the basis for the proposal. These milestones may be subject to revision.

Jan 6, 2014: Meet with DEQ project manager to begin task 1.

Feb 3, 2014: Provide DEQ project manager with completed QAPP for approval.

Feb 24, 2014: Have completed the selected representative sample list.

March 3, 2014: Have completed pilot testing of survey instrument and drafted recommendations for changes to questionnaire or visual aids as appropriate.

March 2, 2015: Have completed all surveys, data entered and validated, monthly data quality reports submitted, begin final data quality report.

March 23, 2015: Submit draft data quality report as per QAPP.

June 1, 2015: Data analysis report from task 5 submitted for DEQ review.

July 1, 2015: Presentation to DEQ and stakeholder committee with analysis showing distribution of fish consumption rates and accompanying descriptive statistics.

August 14, 2015: Submit final verified and validated version of database to DEQ.

September 4, 2015: Submit draft final report for DEQ approval and begin peer review process.

October 2, 2015: Receive peer review comments and begin drafting responses and changing report as needed.

November 13, 2015: Submit final report to DEQ.

5. MINIMUM REQUIREMENTS

5.1. Minimum Qualifications

The contractor shall perform work in a safe manner and shall comply with all federal, state, and local safety rules and regulations, including, but not limited to, the Occupational Safety and Health Act of 1970. Specifically, the contractor shall demonstrate compliance with 29 CFR 1910.120 by submittal of their Safety and Health Plan for the scope of this work.

The contractor shall have the sole and complete obligation to provide a safe and healthful working environment for its employees and for others persons at the project site who may be exposed to the contractor's work. The contractor shall make all possible efforts to prevent injuries to personnel carrying on operations covered by the proposed contract. The contractor shall, at all times, maintain its equipment in a safe operating condition.

5.2. Key Project Personnel

DEQ retains the right to approve all personnel assigned to the project, and any changes in the contractor's personnel whose participation in the project is specifically offered by the contractor. If the contractor removes an individual from the project, without the consent of DEQ, and the individual is still employed by the contractor, DEQ may impose, at its option, a contractor penalty up to \$30,000 per individual, per project phase, for each of the project phases to which the individual was assigned.

6. QUALITY ASSURANCE/QUALITY CONTROL

6.1. DEQ Standards

The successful bidder should be familiar with the following DEQ QA/QC standards:

(1) Literature Citations

All literature material that has been published in peer reviewed journals or books must be accompanied with a citation that includes, as available:

- 1) The author (and editor for book series),
- 2) The year published,
- 3) The title of the article or book,
- 4) The journal or book the article is published in,
- 5) The publisher,
- 6) The appropriate page numbers or total pages, and
- 7) The digital object identifier (doi).

Similar bibliographic meta data must be provided for agency reports, unpublished data and personal communications used in Task 1.

(2) Quality Management Plan

DEQ operates under a general quality management plan (QMP). This QMP describes the department's quality management system to communicate and implement quality management procedures within DEQ. The primary purpose of the quality management system is to provide a framework for DEQ to ensure quality in environmental data and information used in formulating management and policy decisions. The QMP outlines the basics for developing a quality assurance project plan.

There is currently available a QAPP template that closely follows EPA's Guidance for Quality Assurance Project Plans (EPA 240/R-02/009). The QAPP that will be developed as part of this project will need to follow DEQ's template design (which will be provided) and the guidance provided in EPA's Guidance for Quality Assurance Project Plans.

The guidance document can be found online at www.epa.gov/quality/qs-docs/g5-final.pdf. DEQ's template will be made available upon request to prospective bidders and to the final successful bidder to use in development of the QAPP.

Data Quality Objectives (DQOs) and Data Quality Indicators (DQIs) should be described in greater detail in the QAPP developed in Task 2.

7. FORMAT FOR BID PROPOSAL

7.1. General Instructions

Each bidder's submittal shall be in the format outlined in this section. The proposal shall be set up in two separate documents: a technical proposal and a price proposal. There should be no unnecessary attachments, enclosures, or exhibits. Each section of the proposal shall be clearly identified with appropriate headings. Failure to follow these instructions may cause disqualification.

7.2. Time Through Which Proposals Are Valid

Each proposal must be signed by an individual authorized to bind the firm, along with their name and mailing address. Each bidder shall stipulate in writing that the proposal is valid for 90 days after receipt by DEQ.

7.3. Technical Proposal

Technical proposals should follow the format detailed in this section. Technical proposals shall be prepared on standard 8½ by 11-inch paper and limited to **30** pages exclusive of resumes and appendices. The page limitation for the technical proposal covers those portions detailed in sections 7.3.1 through 7.3.7 and means no more than 30 sheets if printing single-sided or 15 sheets if printing double-sided, numbered 1-30, regardless of single or double sided printing. Proposals that do not follow this format will be scored less than those that do follow the format. Charts and spreadsheets may be on larger paper. Each section of the proposal shall be clearly identified with appropriate headings. Standard advertising brochures shall not be included in the proposal. Resumes must not exceed two pages per individual and should be limited to pertinent information that clearly demonstrates the individual's ability to successfully complete each assigned task.

7.3.1 Transmittal Letter

All proposals must include a transmittal letter on the official letterhead of the bidder, with name, mailing address, telephone number, and fax number of the bidder's authorized agent readily evident. The letter shall identify all material and enclosures being forwarded collectively in response to this RFP. The transmittal letter must be signed by an individual authorized to commit the bidder to the work proposal. In addition, the transmittal must include the following:

- Identification of the bidder's corporate or other legal entity including the DUNS number and taxpayer ID.

- A statement indicating acceptance of and willingness to comply with the requirements of the RFP, its attachments, and the terms and conditions of the DEQ Standard Contract.
- If the RFP is amended, a reference to all RFP amendments to confirm that the bidder is aware of such amendments.
- A statement affirming the bid will be firm and binding for 90 days from the date of the receipt of the proposal.

7.3.2 Technical Approach

The technical approach should describe how the bidder plans to follow and implement tasks 2 through 6 in Section 2, Scope of Work and provide significant detail regarding how each of the various tasks will be accomplished. For those tasks where recommendations are requested, the bidder is encouraged to provide as reasonable a recommendation as possible with the understanding that it is not a binding condition of the proposal.

The successful bid will clearly identify the tasks, subtasks, and the proposed approach for accomplishing the project's objectives.

7.3.3 Qualifications

The bidder is asked to demonstrate their qualifications and capabilities to complete the work. The successful bid will identify how the bidder meets or exceeds the items outlined in Section 2.2, Technical Specifications as well as Section 5, Minimum Requirements.

7.3.4 Staff Assigned to the Work

Staff assigned to complete work in each task shall be identified and experience relevant to this project identified. Staff resumes may be included in a separate appendix and do not count towards the page limitation of the technical proposal. Resumes for each individual identified may not exceed 2 pages (1 sheet double sided).

7.3.5 Project Management

The bidder shall describe the approach to managing the work for DEQ. This description will include methods for communicating monthly reports during survey implementation, personnel who will be working directly with the DEQ project manager, and any other project management related items e.g., will MSProject or other software be used to create Gantt charts

and track project progress. Refer to Section 2.3 Project Management when completing this portion of the technical proposal.

7.3.6 Quality Assurance/Quality Control Approach

The bidder describes how they intend to implement the specific QA/QC requirements referred to under Task 1 in Section 2 and in Section 6, Quality Assurance/Quality Control.

7.3.7 Work Plan

A proposed work plan shall be provided that identifies the personnel that will work on each task, the estimated staff hours to complete each task, and expected completion date of each task. This should include meeting time lines and deliverable schedules. Refer to Section 3 Deliverables and Section 4 Schedule when completing this portion of the technical proposal.

A final work plan will be agreed upon by the successful bidder and DEQ's project manager before billable work begins. This work plan may be used to clarify the hours necessary and time needed to complete each of the tasks and subtasks outlined in Section 2. A successful bid will use the work plan to identify overall time and personnel needs to help the bid evaluation committee more fully understand the scope of the technical proposal.

7.3.8 References

The bidder should submit performance evaluations from previous clients. Appendix C of this RFP includes the form that should be used when submitting evaluations. All evaluations must be received by DEQ by the closing date of this RFP to be considered during the evaluation of submitted proposals. Evaluations from previous clients may improve the overall scoring of the technical proposal. Please refer to Section 9.2.1 for the technical proposal scoring criteria. No more than 3 evaluations per proposal will be considered.

7.3.9 Disclosure of Potential Conflicts of Interest

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 the following:

“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”.

The contractor and subcontractor(s) will not be considered for provisions 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.

7.4. Price Proposal

DEQ is constrained by a fixed budget for this project and is requesting two separate price proposals to allow the agency to determine how best to apply the funds available for this study. Each bidder is asked to please provide price proposals using the price proposal bid sheets found on the following pages. In addition to the separate price proposals, DEQ is also requesting a supplementary price proposal for a contingency to expand the sample size from 5,000 to 7,000. Each bidder should fill out all price proposal bid sheets using the following instructions.

The first price proposal sheet (pages 19-20) allows the bidder to estimate the total number of hours necessary for each task. The bidder is requested to identify the number of hours needed to complete each of the tasks and subtasks (where appropriate) using the descriptions provided in Section 2 of this RFP. The bidder should then identify a general cost or a general cost per hour where appropriate before identifying the overall cost for each task and subtask. In some cases there may be costs associated with a task or subtask that do not clearly fall within the categories provided. These costs can be captured in the “Other” category with a separate attachment describing what these costs are.

The second price proposal bid sheet (pages 21-22) standardizes the time allotted for each task to make comparisons between bidders possible. Similar to the previous price proposal the bidder is requested to identify a general cost or cost per hour (where appropriate) and then identify an overall cost for each task and subtask. However, in the second price proposal the number of hours is identified for each subtask and the bidder should adjust the overall cost per task accordingly. In some cases there may be costs associated with a task or subtask that do not clearly fall within the categories provided. These costs can be captured in the “Other” category with a separate attachment describing what these costs are.

A supplementary price proposal (page 23) is requested for Subtask 4.2 which shows the price proposal for an additional 2,000 completed surveys should it become necessary to expand the original sample draw.

Full Project Price Proposal				
	# Hours	General Cost/Hour	Total Cost	
Task 1: QAPP				(a)
	# Hours	General Cost/Hour	Total Cost	
Task 2: Sample Draw				(b)
	# Hours	General Cost/Hour	Total Cost	
Task 3: Pilot testing				
Personnel				
Supplies/Equipment				
Set-up/Configuration				
Overhead (Direct and indirect costs)				
Other (please describe in separate attachment)				
Total Cost Task 3 =				(c)
Task 4: Conduct Survey (presume 5000 completed surveys)	# Hours	General Cost/Hour	Subtask Cost	
Subtask 4.1 Hiring/training interviewers				
Subtask 4.2 Administer Survey	# Hours	General Cost or Cost/Hour	Subtask item cost	
Personnel				
Supplies/Equipment				
Set-up/Configuration				
Overhead (Direct and indirect costs)				
Other (please describe in separate attachment)				
Subtask 4.3 Data Validation				
Subtask 4.4 Monthly Reporting				
Total Cost Task 4 (sum cost for subtasks 4.1 thru 4.4) =				

Full Project Price Proposal				
	# Hours	General Cost/Hour	Total Cost	
Task 5: Data Analysis				(e)
	# Hours	General Cost/Hour	Total Cost	
Task 6: Reporting				(f)
Overall Estimated Project Cost (sum a through f) =				

Standardized Price Proposal				
	# Hours	General Cost/Hour	Total Cost	
Task 1: QAPP	100			(a)
	# Hours	General Cost/Hour	Total Cost	
Task 2: Sample Draw	100			(b)
	# Hours	General Cost/Hour	Total Cost	
Task 3: Pilot testing				
Personnel	500			
Supplies/Equipment				
Set-up/Configuration				
Overhead (Direct and indirect costs)				
Other (please describe in separate attachment)				
Total Cost Task 3 =				(c)
Task 4: Conduct Survey (presume 5000 completed surveys)	# Hours	General Cost/Hour	Subtask Cost	
Subtask 4.1 Hiring/training interviewers	400			
Subtask 4.2 Administer Survey	# Hours	General Cost or Cost/Hour	Subtask item cost	
Personnel*	3000			
Supplies/Equipment				
Set-up/Configuration				
Overhead (Direct and indirect costs)				
Other (please describe in separate attachment)				
Subtask 4.3 Data Validation	500			
Subtask 4.4 Monthly Reporting	36			
Total Cost Task 4 (sum cost for subtasks 4.1 thru 4.4) =				(d)

*Presumes 5,000 completed surveys @ ~ 25 min/survey, 10,000 non-responses @ ~5 min/effort.

Standardized Price Proposal				
	# Hours	General Cost/Hour	Total Cost	
Task 5: Data Analysis	500			(e)
	# Hours	General Cost/Hour	Total Cost	
Task 6: Reporting	250			(f)
Overall Estimated Project Cost (sum a through f) =				

Supplementary Cost for additional 2,000 completed surveys				
	# Surveys	Cost/Survey	Subtask Cost	
Subtask 4.2 Administer Survey	2000			(g)
	# Hours	General Cost/Hour	Subtask Cost	
Subtask 4.3 Data Validation				(h)
	# Hours	General Cost/Hour	Subtask Cost	
Subtask 4.4 Monthly Reporting				(i)
Overall Supplementary Cost (sum g through i)				

8. PROPOSAL SUBMISSION

8.1. Instructions

Proposals shall be submitted in a plainly marked **sealed envelope**. On the outside of the envelope, the hour and date of the bid proposal deadline, the name and address of the bidder, the name of the project, and the RFP number shall be indicated. All proposals must include a bidder's signature, name, and mailing address. Proposals must be filled out entirely, including names of subcontractors, if any are used.

8.1.1 Date, Time, and Number of Copies

Proposals are due Friday, November 15, 2013, no later than 4:00 p.m. Mountain Time. One original technical proposal and one original price proposal are required. The three (3) additional copies of the technical proposal must be included in the submittal package. In addition, bidders shall submit one version of the bid proposal on CD.

Proposals must be sealed. All proposals will be stamped with the date and time upon arrival at DEQ and stored in a secure place until bid opening time. Hand delivered proposals must obtain a receipt verifying the date and time received. The receipt should be retained for future verification. For proposals submitted by mail, the receipt will be sent to the vendor. The mailing and hand delivery address is:

Department of Environmental Quality
ATTN: Fiscal Office
1410 N. Hilton (Main Entrance)
Boise, Idaho 83706

NOTE: 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 mail room. Failure to correctly address the envelope can result in a delay in delivery.

8.1.2 Late Proposals

Proposals received after the deadline will not be accepted.

8.1.3 Bid Opening

Sealed bid proposals will be opened publicly at five minutes after the hour of bid closing. Only the names of the offerors will be identified at the public bid opening.

8.2. Bidder Questions and DEQ Response

DEQ will not respond to telephone inquiries or visitations by proposers or their representatives regarding the technical aspects of the RFP. However, bidders may submit written, faxed, or e-mailed inquiries postmarked on or before 4:00 p.m. (Mountain Time) October 25th. In addition, DEQ will hold a bidders' conference to answer questions related to the proposal on October 29th, 2013, from 8:30 a.m. to 11:30 a.m. at the DEQ State Office Building, 1410 North Hilton, Boise, Idaho. Questions previously submitted by bidders will be answered at that time, and there will be open discussion to address any other questions from bidders who are present. Written responses to all inquiries will be prepared and distributed to potential bidders approximately one week after the bidders' conference.

*Attendance at the bidders' conference is not required. However, the conference is the **only** opportunity to ask questions in person of DEQ concerning technical aspects of this RFP.*

9. SELECTION PROCEDURES

9.1. Administrative Review

Each bid proposal will be reviewed to determine if it is complete and if all minimum requirements have been met before being submitted for evaluation and scoring. Once the bid proposal is received, logged in, and opened, it is reviewed for the following minimum requirements:

- The bid was received before the date and time specified in the RFP.
- The bid is signed by the individual authorized to bind the firm.
- The bid states that it is good for 90 days from receipt by DEQ.
- A complete, signed “Certification Regarding Debarment, Suspension, and Other Responsibility Matters” (Appendix B) is included.
- All information required in the RFP is contained in the bid proposal. This includes responses to the scope of work, technical approach, work plan, personnel, price proposal, and any other requirements.

There is no opportunity to correct deficiencies once the bid due date and time have passed. If the bid proposal fails to meet the minimum requirements, the bidder will be notified immediately, and the bid proposal will not be submitted for evaluation and scoring.

9.2. Technical Proposal Evaluation

Bid proposals submitted in response to this RFP will be evaluated by a bid evaluation committee comprised of at least three individuals who are qualified to evaluate the technical aspects of the bids. The mission of the bid evaluation committee is to develop a recommendation for award.

9.2.1 Technical Proposal Scoring

The project officer will evaluate each bid for completeness and technical merit to determine if the proposal reasonably satisfies the requirements of the RFP.

All qualified proposals will then be submitted to an independent evaluation committee (IEC) made up of at least three qualified evaluators. Each proposal will be reviewed and evaluated by the IEC on the basis of the criteria outlined below. The criteria are assigned different weights as indicated to reflect their relative importance. DEQ reserves the right to

reject any or all proposals and to award a contract to that firm which, in DEQ's sole and absolute judgment, will best serve the needs of the state.

The following criteria will serve as a basis for the evaluation of each submitted proposal.

Scoring: poor = 1 fair = 2 good = 3 excellent = 4 superior = 5

Criteria	Score	x Weight	= Total
1. Conciseness, quality, clarity and thoroughness of the technical proposal.	_____	x 50 =	_____
2. Technical competence of the firm and its personnel with statistical data analysis and electronic relational databases.	_____	x 30 =	_____
3. Education and experience of all professional personnel who would be assigned to the project and qualifications of the project manager, delineating special qualifications and/or expertise.	_____	x 30 =	_____
4. Clarity and quality of the work plan.	_____	x 20 =	_____
5. Past records of performance.	_____	x 10 =	_____
6. TOTAL			
7. Proposed costs are consistent and reasonable for the proposed work, professional investment, and personnel expertise of the bidding fir. (The lowest responsible bid will receive 300 points, with the remaining bidders' scores being determined by the formula listed in Section 9.3			
GRAND TOTAL (max 1000)			

9.3. Price Proposal Evaluation

Prior to administering the standard formula for price evaluation, where applicable, the Idaho Reciprocal Preference Law procedures are applied. Price proposals are then evaluated using the following, where the maximum points are 300.

9.3.1 Price Proposal Calculations

Bid price will be calculated by combining the overall costs for the Full Project Price Proposal (page 19), the Standardized Price Proposal (page 22) and the Supplementary Cost (page 23). The Standardized Price Proposal will carry more weight in calculating the lowest bid price than the Full Project and Supplementary Cost proposals. Calculating the bid price will combine the overall costs in the following manner:

Standardized Price x 0.75 + Full Project Price x 0.15 + Supplementary Cost x 0.10 = Bid price

9.3.2 Price Proposal Scoring

Lowest bid price = 300 points

Calculations for next lowest bid price:

Lowest bid price / next lowest bid price X 300 = # of points

[Example: \$10,000 / \$12,000 X 300 = 249.9 points]

9.4. Bidder Interview, Oral Presentation, and Scoring

Once the proposals have been ranked DEQ may invite the top-ranked bidders to make an oral presentation and answer questions from the bid evaluation committee. If the top three ranked proposals are within 10% of the top score the bid evaluation committee may elect to ask each bidder to present more information on their proposal and to answer a set list of questions regarding the proposal. This list of questions will be drafted by the evaluation committee and will be the same for all bidders asked to present. Additional points are given during the interview process so only those bidders who have a reasonable chance of achieving the highest score are invited. Bidders will not be invited to the oral interviews if they ranked so low in the initial scoring that even if they were to receive the maximum points in the interview, they would stand no chance of scoring the highest.

In general the oral presentation would be expected to take roughly 30 minutes with an additional 30 minutes set aside for answering questions from the evaluation committee. Each bidder asked to present will be expected to prepare an oral presentation and have on hand those staff that are most capable to answer questions regarding the technical

proposal. The oral presentations would be scheduled to take place during the first two weeks of December 2013.

9.5. Final Results

A final tally is computed by summing scores from the technical proposal evaluation, bidder interviews (where applicable), and price proposal evaluation. The bidder with the most points is ranked number one. Other bidders are ranked accordingly. The highest-ranked bidder is considered the bidder to whom a contract may be awarded. The final scores are reviewed and approved by the DEQ director, who then authorizes the grants/contracts officer to proceed with notification. All bidders receive notification of bid evaluation results by certified mail.

10. ADMINISTRATIVE REQUIREMENTS

10.1. Contract Term and Payment

Contract shall be awarded for 2 years beginning on the date of signing by the director of the Idaho Department of Environmental Quality. The state shall review each contract at the end of each contract period and may grant an extension based upon satisfactory contractor performance. Contracts may be extended for two additional 1-year periods, for a total of 4 years. Additionally, DEQ reserves the right to cancel the contract for substandard performance at any time.

10.2. Administrative Appeals

DEQ will adhere to the procedures, policies, and regulations outlined in Idaho Code, Title 67, Section 5733 should any administrative appeal arise from this RFP.

10.3. Option to Obtain Services Outside the Contract

DEQ reserves the right to contract separately for other services within the scope of this project and in the best interest of the State.

10.4. Public Disclosure of Information in Proposals and Bidder Responsibilities

Proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the DEQ administrator or designee. Thereafter, all proposals submitted in response to this request shall be deemed public record. In the event that a proposer desires to claim portions of its proposal as exempt from disclosure, **it is incumbent upon the proposer 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: the specific portions which are alleged to be entitled to confidential treatment; 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

that the information meets the definition of “trade secret,” 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).

DEQ will consider a proposer’s request(s) for exemption from disclosure; however, DEQ will make a decision predicated upon applicable law. An assertion by a bidder that the entire proposal is exempt from disclosure will not be honored.

10.5. Changes in the RFP

Changes made in the RFP as a result of responses made to concerns **will be put in writing to each proposer no later than seven working days prior to the deadline for proposal submission**. DEQ will not respond to telephone inquiries made by proposers about RFP changes. However, DEQ will respond to proposers’ questions as specified in Section 8.2.

10.6. Changes in Proposals

Modifications of proposals already received by DEQ may be made if they are received by DEQ prior to the scheduled deadline for proposal submission. All modifications must be made in writing by the individual authorized to commit the bidder to the proposed changes. No oral or telephone proposals or modifications will be considered.

10.7. Certification Regarding Debarment

In accordance with 40 CFR 32, all proposals submitted for federal assistance shall include a signed certification document, which is attached to this RFP as Appendix B. **All proposals must contain a completed “Certification Regarding Debarment, Suspension, and Other Responsibility Matters” (Appendix B) to be considered for contract award.**

10.8. Contract Terms and Conditions

The successful bidder will be required to sign a State of Idaho Standard Contract and adhere to all terms and conditions. The contract is included in this RFP as Appendix A. The bid proposal of the successful bidder, the RFP, and any addendum will become part of the contract.

10.9. Insurance Requirements

The following is a brief explanation of the insurance coverage that DEQ requires of the contractor. A certificate of insurance will be required of the selected contractor. See the

information at the end of this section regarding notice of cancellation or change to insurance policies.

10.9.1 Worker's Compensation

The CONTRACTOR, its subcontractor(s), if any, and all employers providing work, labor, or materials under this contract are subject employers under the Idaho Worker's Compensation Law, and shall comply with Idaho Statutes regarding Worker's Compensation.

For the duration of this Contract, and until all work specified herein is complete, the CONTRACTOR, its subcontractor(s), if any, and all employers providing work, labor, or materials under this contract shall provide Idaho Worker's Compensation coverage that satisfies Idaho law for all their subject workers.

The CONTRACTOR must have a valid Worker's Compensation insurance policy in effect prior to the DEPARTMENT generating the contract. The CONTRACTOR must show proof of such coverage by presenting to the DEPARTMENT a valid certificate of insurance showing statutory coverage.

10.9.2 Employer's Liability for Worker Injury

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.

10.9.3 Liability Insurance

For the duration of the Contract and until all work specified in the Contract is completed, the CONTRACTOR shall have and maintain, at CONTRACTOR'S expense, the liability insurance set forth below and shall comply with all limits, terms, and conditions of such insurance.

Work under this Contract shall not commence until evidence of all required insurance is provided to the DEPARTMENT. Evidence of insurance shall consist of a completed certificate of insurance signed by the insurance agent for the CONTRACTOR and made a part of this Contract.

Commercial General Liability Insurance. The CONTRACTOR shall have and maintain commercial general liability (CGL) insurance covering bodily injury and property damage. This insurance shall include personal

injury liability coverage, blanket contractual liability coverage for the indemnity provided under this Contract, and products/completed operations liability. The combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Each annual aggregate limit shall not be less than \$2,000,000, when applicable, and will be endorsed to apply separately to each job site or location.

10.9.4 State of Idaho as Additional Insured

The liability insurance coverage required for performance of the Contract shall include the State of Idaho and the Department of Environmental Quality and its divisions, officers, and employees as additional insureds, but only with respect to the CONTRACTOR'S activities to be performed under this Contract.

10.9.5 Notice of Cancellation or Change

The CONTRACTOR shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate limits, or intent not to renew insurance coverage(s) without sixty (60) days' prior written notice from the CONTRACTOR or its insurer to the Department of Environmental Quality. CONTRACTOR shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, Department of Environmental Quality and its divisions, officers and employees.

10.10. Incurred Costs

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

10.11. Documents Incorporated by Reference

BSU (Boise State University). 2013. [Fish Consumption Survey Design Supplemental](#). Boise, ID.

DEQ Quality Management Plan, available upon request.

Dodd KW, Guenther PM, Freedman LS, Subar AF, Kipnis V, Midthune D, Tooze JA, Krebs-Smith SM. 2006. [Statistical methods for estimating usual intake of nutrients and foods: a review of the theory](#). Journal of the American Dietetic Association. 2006; 106(10):1640-50.

EPA (US Environmental Protection Agency). 1999. [Guidance for Conducting Fish and Wildlife Consumption Surveys](#). Washington DC: EPA, Office of Water. EPA-823-B-98-007.

EPA (US Environmental Protection Agency). 2000. [Methodology for Deriving Ambient Water Quality Criteria for the Protection of Human Health \(2000\)](#). Washington, DC: EPA Office of Water. EPA-822-B-00-004.

EPA (US Environmental Protection Agency). 2002a. [Guidance for Quality Assurance Project Plans \(QA/G-5\)](#). Washington DC: EPA, Office of Environmental Information. EPA/240/R-02/009. Available at <http://www.epa.gov/quality/qs-docs/g5-final.pdf>.

EPA (US Environmental Protection Agency). 2002b. [Guidance on Environmental Data Verification and Data Validation \(QA/G-8\)](#). Washington DC: EPA, Office of Environmental Information. EPA/240/R-02/004. Available at <http://www.epa.gov/quality/qs-docs/g8-final.pdf>.

Keogh, R.H. and I.R. White. 2011. [Allowing for never and episodic consumers when correcting for error in food record measurements of dietary intake](#). *Biostatistics*. 12(4): 624–636.

Subar, AF., KW Dodd, PM Guenther, V Kipnis, D Midthune, M McDowell, JA Tooze, LS Freedman, and SM Krebs-Smith. 2006. [The Food Propensity Questionnaire: Concept, Development, and Validation for Use as a Covariate in a Model to Estimate Usual Food Intake](#). *Journal of the American Dietetic Association*. 106(10):1556-1563

Tooze, J.A., D. Midthune, K.W. Dodd, L.S. Freedman, S.M. Krebs-Smith, A.F. Subar, P.M. Guenther, R.J. Carroll, and V. Kipnis. 2006. [A new statistical method for estimating the usual intake of episodically consumed foods with application to their distribution](#). *Journal of the American Dietetic Association* 106:10, pp. 1575-1587.

Tooze JA, V Kipnis, DW Buckman, RJ Carroll, LS Freedman, PM Guenther, SM Krebs-Smith, AF Subar and KW Dodd. 2010. [A mixed-effects model approach for estimating the distribution of usual intake of nutrients: The NCI method](#). *Statistics in Medicine*. 29:2857–2868

APPENDIX A. DEQ STANDARD CONTRACT

I. 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 termination 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 sole responsibility for the satisfactory performance of all subcontractors and subcontracted services.

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

A. Record Retention, Disposal, and Access

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:

1. Description of property;
2. Manufacturer's serial number, model number or other identification number;
3. Source, including the assistance identification number;
4. Unit acquisition date and cost; and
5. 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 IX.A 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 thirty (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 thereafter became effective. Such Federal regulations and State plans are on file in the Central Office of the Department 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 IV 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) thereunder 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.

XIX. 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 (3) 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 (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.

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, DEQ 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)

APPENDIX B. 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 of 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 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.

Typed Name and Title of Authorized Representative

Signature of Authorized Representative

Date

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

APPENDIX C. PERFORMANCE EVALUATION REFERENCE CHECK FORM FOR RFP #0922

A performance evaluation reference is requested from your company/agency as a (current)(former)(both) client doing business with _____.

The performance evaluation reference is sought as part of a State of Idaho request for proposals (RFP) for which the bidder is submitting a competitive proposal to provide services to the Idaho Department of Environmental Quality.

Organization/company/agency providing information:

(please print)

Name and title of contact person:

(please print)

Telephone, fax, and e-mail of contact person:

(please print)

Return this form no later than November 15th, 2013 4:00 pm MST directly to:

Department of Environmental Quality
Attention: Ken Grimmatt
1410 N. Hilton St.
Boise, Idaho 83706

Check each category where tasks have been satisfactorily performed by the bidder within the context of the business conducted between the bidder and your organization, company, or agency. At the end of this form, please provide comments or explanation of any category that has not been checked as satisfactory on the back of this form.

- Controlled costs according to contract budget.
- Demonstrated ability to understand all tasks and services identified as contract obligations.
- Completed all tasks and services identified as contract obligations.
- Met required schedule for all deliverables.

- Delivered work of satisfactory. (Satisfactory work is defined as accurate, complete, and produced with a professional appearance, which includes correct formatting, punctuation, and spelling.)
- Demonstrated overall ability to work cooperatively and communicate on all aspects of contract.

Comments/explanation for any category found to be unsatisfactory in work provided:

Signature of person completing reference form

Date

Title

APPENDIX D. IDAHO FISH CONSUMPTION SURVEY QUESTIONNAIRE

Paper Version Of Questionnaire

SURVEY INSTRUMENT FOR IDEQ

Survey Coding Sheet for Idaho FCS Interviewers code -----

<p>1. Hello, I am calling from [implementation agency], on behalf of the State of Idaho. We are trying to get a sense of how much fish and seafood Idahoans eat, and would like your help with a brief survey. For most people this will take only a few minutes, but if you eat fish or seafood, and especially if you eat fish from Idaho waters, it may take up to fifteen minutes. All information gathered in the survey will remain strictly confidential. [If asked: The purpose of this research is to assess the types and quantities of fish and seafood consumed by Idahoans in order to better understand how to protect your health, establish water quality standards and to protect fish habitat.]</p>		<p>FIRST SURVEY <input type="checkbox"/> Y <input type="checkbox"/> N</p>		<p>Respondent ID _____ Phone Number ____-____-____ RECALL SURVEY FIRST NAME OF RESPONDENT _____</p>	
		<p>SECOND SURVEY <input type="checkbox"/> Y <input type="checkbox"/> N</p>			
		<p>THIRD SURVEY <input type="checkbox"/> Y <input type="checkbox"/> N</p>			
		<p>FOURTH SURVEY <input type="checkbox"/> Y <input type="checkbox"/> N</p>			
INTERVIEWER SUMMARY NOTES	Date Called RECALLED	TRY 1	TRY 2	TRY 3	
		DATE _/_/___	DATE _/_/___	DATE _/_/___	
	Interview time	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM	
	Date Called RECALLED	TRY 4			
		DATE _/_/___			
	Interview time	<input type="checkbox"/> AM <input type="checkbox"/> PM			
	1. Completed interview <input type="checkbox"/> Y <input type="checkbox"/> N	2. No answer <input type="checkbox"/> Y <input type="checkbox"/> N	3. Other	DO NOT CONTACT	
1A	<p>Are you over 18 years of age, and a current resident of this household? IF NO ASK IF ANOTHER PERSON OVER 18 IS AVAILABLE OTHERWISE INTERVIEW CURRENT RESPONDENT IF OVER 18. IF FEMALE ANSWERS AND A MALE IS NEEDED ASK IF THERE IS A MALE OVER 18 AVAILABLE TO ANSWER THE PHONE, OTHERWISE INTERVIEW CURRENT RESPONDENT IF OVER 18.</p>	Male	Female	Request for another adult	Call terminated
		OVER 18 <input type="checkbox"/> Y <input type="checkbox"/> N	OVER 18 <input type="checkbox"/> Y <input type="checkbox"/> N		
1B	Would you be willing to help us with this?	Yes, go to 2A	No, go to 1C	Other	No adult home
1C	If NO, is there a better time we could call you back?	Yes, record time and date to call back and first name. No, CALL TERMINATED			

2A	Have you eaten fish or seafood in the last year?	Yes go to #3	No PROMPT & go to #2B	Other CALL TERMINATED
IF NO OR DON'T RECALL THEN PROMPT When asked about fish or seafood, sometimes people will forget about things like pizza with anchovies, bagels and lox, tuna or other fish sandwiches, fish and chips, clam chowder, tuna or other seafood casseroles, sardines, pickled herring, smoked fish, seafood salad, and the like.				
2B	IF STILL NO THEN ASK Have you eaten within the last year any of the following foods? [2B] CHECK FOR EACH FOOD			
		Yes	No	
	Pizza with anchovies			
	Bagels and lox			
	Tuna sandwich			
	Fish and chips			
	Clam chowder			
	Fast food fish sandwich			
	Paella or other seafood casserole			
	Seafood salad			
	Pickled herring			
	Smoked fish			
	Other			
	IF NONE OF ABOVE GO TO QUESTION #17			
3	How often would you say on average you eat fish or seafood? You may provide your answer in number of times per week, month or year.		CHECK FOR YES	NUMBER OF TIMES
	Times a week:			
	Times a month:			
	Times a year:			
	If simply a yes or no or indefinite			
24 HOUR RECALL				
4A	Have you eaten fish or seafood in the last 24-hours? REMEMBER TO THINK ABOUT BREAKFAST SNACKS LUNCH OR DINNER, AT RESTURANTS OR SOCIAL GATHERING		YES CONTINUE	NO [SKIP TO #9]
5A	In the last 24-hours, did you have fish or seafood for more than one meal?	YES	NO	
5B	IF YES AND PROMPTING IS NEEDED HOW MANY MEALS DID YOU HAVE FISH OR SEAFOOD		NUMBER OF MEALS	

24 HOUR RECALL CONTINUED						
6A	Where did you acquire this fish or seafood [in the first of these meals, if more than one meal]? PROMPTS IF NECESSARY?	Caught in Idaho waters, by yourself or a member of your household, or received as a gift caught in Idaho waters.		Not caught in Idaho waters, i.e. received as a gift, purchased in a market or at a restaurant.		Unknown
	MEAL ONE					
	MEAL TWO					
	MEAL THREE					
	MEAL FOUR					
7A	What type of fish or seafood did you consume [in the first of these meals, if more than one meal]? PROMPTS IF NECESSARY	USE CODED TABLE 7A				
	PROMPT IF RESPONDENTS DOES NOT KNOW WHAT TYPE OF FISH THEY ATE, REFER TO CODING TABLE					
	MEAL ONE					
	MEAL TWO					
	MEAL THREE					
	MEAL FOUR					
8A	How was the fish or seafood meal you ate prepared?	Raw (e.g. sushi)	Cooked (baked, fried, boiled, broiled, fried)	Canned or Pickled	Dried, smoked or salted	Other
	MEAL ONE					
	MEAL TWO					
	MEAL THREE					
	MEAL FOUR					

9A **About what size was the portion you ate? [FOR EACH SUCCESSIVE MEAL IDENTIFIED IN 5B]? USE PROMPTS IF THEY DO NOT GIVE PORTION SIZE IN WEIGHT**
IF PAN FISH OR TROUT; Would you say that you ate one filet [one side of the fish]?
IF LARGER FISH SALMON HALIBUT; Would you say that you ate one or more deck of cards?
How about the thickness of the portion would you say it was 1/2 inch or one deck thick? How long? So the total number of cards would be [FEED BACK HOW MANY YOU THINK IT IS
IF SHELLFISH WITHOUT SHELL; Would you say that you ate one cup more or less of ****
IF SHELLFISH IS WITH SHELL [SHRIMP EXCLUDED] ; Would you say that you ate one quart more or less

	NUMBER OF CHECKBOOKS ONE CHECKBOOK FOR 0 OZ	NUMBER OF DECKS OF CARDS ONE DECK OF CARDS FOR X OZ	NUMBER OF CUPS = 6 Oz can WITHOUT SHELL ONE CUP IS X OZ FOR SHRIMP, X OZ FOR CRAB	NUMBER OF QUARTS IF IN SHELL ONE QUART IS X OZ FOR CLAMS X OZ FOR LOBSTER TAILS
MEAL ONE				
MEAL TWO				
MEAL THREE				
MEAL FOUR				

SEVEN DAY RECALL

9A	Now thinking back over the last week, excluding yesterday, did you consume any fish or seafood?	YES	NO
9B	IF YES AND PROMPTING IS NEEDED HOW MANY MEALS DID YOU HAVE FISH OR SEAFOOD	NUMBER	
	Where did you acquire this fish or seafood [in the first of these meals, if more than one meal]? PROMPTS IF NECESSARY?	Caught by yourself or a member of your household in Idaho waters.	Received as a gift, Caught in Idaho waters.
		Received as a gift, Purchased in a market, Purchase at a restaurant, or Not caught in Idaho waters.	Unknown
	MEAL ONE		
	MEAL TWO		
	MEAL THREE		
	MEAL FOUR		
	MEAL FIVE		
	MEAL SIX		
	MEAL SEVEN		
	MEAL EIGHT		

10A	What type of fish or seafood did you consume [in the first of these meals, if more than one meal]? PROMPTS IF [] NECESSARY FROM CODING TABLE			USE CODED TABLE 7A		
	MEAL ONE					
	MEAL TWO					
	MEAL THREE					
	MEAL FOUR					
	MEAL FIVE					
	MEAL SIX					
	MEAL SEVEN					
	MEAL EIGHT					
11A	How was the fish or seafood meal you ate prepared?	Raw (e.g. sushi)	Cooked (baked, fried, boiled, broiled, fried)	Canned or Pickled	Dried, smoked or salted	Other
	MEAL ONE					
	MEAL TWO					
	MEAL THREE					
	MEAL FOUR					
	MEAL FIVE					
	MEAL SIX					
	MEAL SEVEN					
	MEAL EIGHT					

**11B About what size was the portion you ate? [FOR EACH SUCCESSIVE MEAL IDENTIFIED IN 5B]? USE PROMPTS IF THEY DO NOT GIVE PORTION SIZE IN WEIGHT
 IF PAN FISH OR TROUT; Would you say that you ate one filet [one side of the fish]?
 IF LARGER FISH SALMON HALIBUT; Would you say that you ate one or more deck of cards?
 How about the thickness of the portion would you say it was 1/2 inch or one deck thick? How long? So the total number of cards would be [FEED BACK HOW MANY YOU THINK IT IS
 IF SHELLFISH WITHOUT SHELL; Would you say that you ate one cup more or less of ****
 IF SHELLFISH IS WITH SHELL [SHRIMP EXCLUDED]; Would you say that you ate one quart more or less**

	NUMBER OF CHECKBOOKS ONE CHECKBOOK FOR 0 OZ	NUMBER OF DECKS OF CARDS ONE DECK OF CARDS FOR X OZ	NUMBER OF CUPS WITHOUT SHELL ONE CUP IS X OZ FOR SHRIMP, X OZ FOR CRAB	NUMBER OF QUARTS IF IN SHELL ONE QUART IS X OZ FOR CLAMS X OZ FOR LOBSTER TAILS
MEAL ONE				
MEAL TWO				
MEAL THREE				
MEAL FOUR				
MEAL FIVE				
MEAL SIX				
MEAL SEVEN				
MEAL EIGHT				

12	THE NEXT THREE QUESTIONS ARE ABOUT YOUR REASON FOR EATING OR NOT EATING FISH OR SHELLFISH	
12A	Some people eat more fish or seafood than others, for a variety of reasons. Among these reasons are things like [read list]. Would you say that any of these apply to you? MAY SELECT MORE THAN ONE	CHECK ALL APPROPRIATE REASONS
		YES
	a. Health benefits.	
	b. It is readily available.	
	c. I enjoy cooking with fish and seafood.	
	d. I like to eat it/enjoy the taste.	
	e. I'm an angler.	
	f. I'm a vegetarian, except I do eat fish or seafood.	
	g. Fish or seafood is important to me culturally.	
	h. Other	
	i. None of these apply to me; I neither favor nor disfavor fish or seafood over other food choices.	
13A	Some people have to, or try to, limit their fish or seafood consumption, or do not eat fish or seafood at all, for a variety of reasons. Among these reasons are [read list], do any of these apply to you? MAY SELECT MORE THAN ONE	CHECK ALL APPROPRIATE REASONS
		YES
	a. It's not easily available where I live.	
	b. It's hard to find fresh fish and seafood.	
	c. I don't know how to prepare it.	
	d. I don't like it/care for the taste	
	e. I can't afford it.	
	f. I have allergies or other health concerns.	
	g. I have environmental concerns, including pollution or about species sustainability of fish resources.	
	h. I have concerns about contamination of fish with things harmful to my health	
	h. I observe religious prohibitions	
	i. I am a vegan or vegetarian	
	j. Other	

15	To conclude the survey, we'd like to ask a few questions about you.		
	IF RECALL SURVEY THIS IS THE END OF THE SURVEY MAY WE CALL YOU ONE (TWO MORE TIMES) OR THANK YOU FOR YOUR TIME		
15A	What is your approximate age?	Check the appropriate fields	Age
	a. 18-24		
	b. 25-34		
	c. 35-44		
	d. 45-54		
	e. 55-64		
	f. 65 or over		
16A	30. Of which ethnic group or groups are you a member?	Check the appropriate fields	
	a. White [SKIP to #23]		
	b. Hispanic [SKIP to #23]		
	c. African-American [SKIP to #23]		
	d. Asian American or Pacific Islander [SKIP to #23]		
	e. Native American or Alaska Native		
	f. Other [SKIP to #23]		
17A	31. Are you a member of an Idaho tribe? If so, which one(s)?	Check the appropriate field	
	a. None		
	b. Coeur d'Alene		
	c. Kootenai		
	d. Nez Perce		
	e. Shoshone-Bannock		
	f. Shoshone-Paiute		
18A	What is your approximate household income? [Purpose: To determine if there are differences in fish and seafood consumption for people with higher or lower incomes.] NEED TO CLARIFY HOUSEHOLD OR INDIVIDUAL OR BOTH FIRST INDIVIDUAL IF NOT WORKING HOUSEHOLD	Individual Income	Household Income
	a. \$15,000 or less		
	b. \$15,001 to \$25,000		
	c. \$25,001 to \$35,000		
	d. \$35,001 to \$45,000		
	e. \$45,001 to \$65,000		
	f. \$65,001 to \$100,000		
	g. over \$100,000		

19A	How much formal education have you completed? What is your highest degree earned? FOR THE INDIVIDUAL	Check the appropriate field		
	a. Did not complete High School			
	b. High School diploma or GED			
	c. Attended some college			
	d. Associates degree or technical certificate.			
	e. Bachelor's degree			
	f. Master's degree			
	g. Doctoral degree (including medicine and law)			
20A	Approximately how much do you weigh? [Purpose: To establish the average portion size relative to weight for the population.] FOR THE INDIVIDUAL	Check the appropriate field	Weight	
	a. Less than 115 pounds			
	b. Between 115 and 134 pounds			
	c. Between 135 and 154 pounds			
	d. Between 155 and 174 pounds			
	e. Between 175 and 194 pounds			
	f. Between 195 and 224 pounds			
	g. 225 pounds or more			
	h. Prefer not to respond			
21A	We'd also like to find out if there is variation in fish and seafood consumption around the state. What are the first three digits of your zip code?		Zip code	
22A	Finally, have you or any member of your household held an Idaho fishing license in the last year (or a combined hunting/fishing license)?	a. Yes	b. No	
23A	ASK ONLY RESPONDENTS WHO ANSWERED yes to #4 or #9 We are going to be calling some of our participants again, to gather more data on this issue. Would you be willing to allow us to call you again in a few months and ask you these questions a second time?	a. Yes	b. No	
24A	MAY WE HAVE A FIRST NAME SO WE MAY ADDRESS YOU WHEN WE NEXT CALL	a. Yes	b. No	NAME
CLOSE: That concludes the survey, thank you very much for your help with this.				