



STATE OF IDAHO  
DEPARTMENT OF  
ENVIRONMENTAL QUALITY

1410 North Hilton • Boise, Idaho 83706 • (208) 373-0502

C.L. "Butch" Otter, Governor  
Curt Fransen, Director

December 6, 2013

**SUBJECT:** Request for Proposals (RFP) – RFP0923  
Technical Assistance for the Pocatello Regional Office Mining Program  
Contractor for Community Involvement for Selenium Issues in Southeast Idaho

Dear Sir/Madam:

The Idaho Department of Environmental Quality (DEQ), through this Request for Proposal (RFP) is seeking a qualified Contractor to provide services associated with selenium issues in southeast Idaho.

PLEASE NOTE: The Idaho Department of Environmental Quality has posted Request for Proposals RFP0923 Technical Assistance for the Pocatello Regional Office Mining Program Contractor for Community Involvement for Selenium Issues in Southeast Idaho on their website, [www.deq.idaho.gov](http://www.deq.idaho.gov) under Bidding Opportunities.

Should you elect to submit a proposal, the proposal must carefully adhere to the enclosed RFP guidelines and must be signed by an official authorized to bind the offeror. This RFP does not commit the DEQ to pay any cost incurred in the preparation and submission of proposals. All RFP's issued by DEQ are administered in a fair and equitable manner in compliance with applicable procurement rules.

The DEQ will not respond to telephone inquiries or visitations by proposers or their representatives concerning technical aspects of this RFP. However, proposers may submit written, faxed, or emailed inquiries as detailed in Section 4.3 of the RFP. In addition, there will be a Bidders' Conference December 18, 2013 from 9:00 a.m. until Noon Mountain Time. Please refer to Section 4.3 for location details.

The deadline for submission of proposals is January 14, 2014 4:00 pm Mountain Time. Proposals must be submitted to the Idaho DEQ, ATTN: Marcia Todd RFP0923, 1410 North Hilton, Boise, Idaho. You must obtain a receipt noting the date and time the proposal was submitted. For proposals submitted by mail or carrier, the receipt will be sent to you.

The DEQ anticipates that the proposal review will be complete and results announced near the end of January, 2014. If you have questions regarding administrative or procurement procedures, please contact Grants/Contracts Officer Marcia Todd by email at [marcia.todd@deq.idaho.gov](mailto:marcia.todd@deq.idaho.gov).

Sincerely,

A handwritten signature in blue ink that reads "Dave Sande".

Dave Sande, CPA  
Financial Officer, DEQ

DS:mlt

**IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY  
REQUEST FOR PROPOSAL**

**RFP0923**

**Technical Assistance for the Pocatello Regional Office Mining Program  
Contractor for Community Involvement for  
Selenium Issues in Southeast Idaho**

**RFP Release Date: December 5, 2013  
Bid Proposal Due Date: January 14, 2014**

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**IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY  
REQUEST FOR PROPOSAL RFP0923  
TECHNICAL ASSISTANCE FOR THE POCATELLO REGIONAL  
OFFICE MINING PROGRAM  
CONTRACTOR FOR COMMUNITY INVOLVEMENT FOR  
SELENIUM ISSUES IN SOUTHEAST IDAHO**

**1.0 GENERAL INFORMATION**

**1.1 Purpose of This Request for Proposal**

The Idaho Department of Environmental Quality (DEQ), through this Request for Proposal (RFP), is seeking a qualified contractor to provide technical assistance to the Pocatello Regional Office Mining Program for Community Involvement for the cleanup of historic mine sites in Southeast Idaho.

**1.2 Background**

DEQ is working with EPA and other federal, state, tribal, and local agencies and stakeholders to implement a major mining cleanup project. In 1996, isolated livestock deaths associated with excessive selenium uptake in the vicinity of historic phosphate mines in southeast Idaho prompted concerns regarding potential human health and ecological effects from past mining operations.

Existing data indicate selenium contamination is currently focused on approximately 75 square miles of active and historic mine lease areas within the approximately 2,500-square-mile phosphate resource area. The main source for mobilized selenium is middle waste shale, which when exposed to the weather oxidizes and allows selenium and other naturally occurring constituents to leach. Currently, eleven mine sites are under administrative orders for remedial investigations through the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) process.

Community involvement is a necessary component of CERCLA activities. DEQ is currently the lead agency for one CERCLA site with two other sites to come under order soon. DEQ has entered into Remedial Action Consent Orders for two additional mines for which progress updates are needed. DEQ has taken the lead in using their Community Involvement Contractor to produce periodic updates for EPA and Forest Service lead sites.

**2.0 TECHNICAL SPECIFICATIONS**

**2.1 Scope of Work**

This RFP is to provide contractor assistance and consultation for the three lead sites with selenium investigations in coordination with the Pocatello Regional DEQ office. Specific tasks

will be conducted consistent with the most recent USEPA Community Involvement guidance and may include any or all of the following:

1. Act as the Community Involvement Coordinator (CIC)
2. Review of existing Community Involvement Plans for adequacy and outlined tasks to be accomplished
3. Prepare two written Community Involvement Plan (CIPs) consistent with USEPA Guidance
4. Maintain information repositories (DEQ Pocatello Regional Office, DEQ Website, Soda Springs Public Library, and EPA) and a community mailing list
5. Assist in preparation of public notices, fact sheets, newsletters, or other informational materials regarding project status
6. Recommend Outreach Activities
7. Ensure the public has enough information to participate in a meaningful way in actions that may affect their communities
8. Arrange and participate in Community Involvement Meetings
9. Organize and prepare for public outreach events, attend such events as requested by the project manager

## **2.2 Project Management**

DEQ will designate a Project Manager for the work assignments. The successful contractor will work under the direction of the Project Manager who will:

1. Assign specific work tasks to the contractor;
2. Coordinate project activities with the federal agencies and Tribes
3. Review and comment on CIP work plans, CIP notices and newsletters, and recommended outreach activities for approval;
4. Track and evaluate the progress against contractual commitments;
5. Review project deliverables or work products submitted by the contractor;
6. Assist the contractor in gathering information; and
7. Review contractor payment requests and make recommendations for payment.

## **2.3 Reporting Requirements**

The following reports shall be prepared by the contractor and submitted to DEQ for approval:

1. Monthly progress reports detailing activities and budget status of each approved work assignment. Reports are due before the 10<sup>th</sup> of the following month. Reports will also include projections of upcoming activities, anticipated problems, and proposed resolutions to the problems.
2. Draft and final work plans (as applicable by work assignment); and
3. Other deliverables as may be required by DEQ.

### 3.0 FORMAT FOR BID PROPOSAL

Each bidder's submittal will be in the format outlined in this section. The bid proposal shall be submitted in two separate documents, the Technical Proposal (3.1) and the Price Proposal (3.2).

Proposals should be developed in response to this RFP and should not simply consist of the bidder's advertising brochures and similar materials. Each section of the proposal will be clearly identified with appropriate headings. Failure to follow these instructions may cause disqualification. A Bid Proposal Checklist is included as Appendix D of this RFP. This is provided to assist bidders in assuring that their proposal is complete and contains essential minimum information.

#### 3.1 Technical Proposal

Technical proposals shall be prepared on standard 8 ½ by 11-inch paper and is limited to twenty (20) typed one-sided pages, exclusive of appendices and resumes. There should be no unnecessary attachments, enclosures, or exhibits. Attachments, spreadsheets or exhibits may be larger than 8 1/2 x 11-inch size if needed.

The technical proposal shall include the following information in the order presented below. Bidders shall follow the specific order of the outline and shall include each subject in the proposal. This format is provided for consistency and uniformity in all proposals to facilitate the review process. This structure also assures that each proposal is complete and contains essential minimum information.

- A. Transmittal Letter** - All proposals must include a transmittal letter on 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 as the response to this RFP. An individual authorized to commit the bidder to the work proposed must sign the transmittal letter.

In addition, the transmittal letter must include:

- a) Identification of the bidder's corporate or other legal entity;
- b) A statement indicating acceptance of and willingness to comply with the requirements of the RFP and attachments and the terms and conditions of the IDEQ Standard Contract;
- c) If the RFP is amended, a reference to all RFP amendments to confirm that the bidder is aware of such amendments; and

- d) A statement affirming the bid will be firm and binding for ninety (90) days from the date of the receipt of the proposal.
- B. Cover Page** -The cover page should identify: the project, the requesting agency (Idaho Department of Environmental Quality), the bidder name and address, and name, phone number and address of a person to contact regarding the proposal.
- C. Table of Contents** - This must adequately identify the contents of each section and page numbers of major sub-sections.
- D. Business Organization** - This section shall include the following for the consulting firm and each subcontractor or team member: the firm's name, areas of expertise as it relates to community involvement, a brief history of the firm, size, office locations and business addresses. The name, address, and telephone number of a person to contact regarding the proposal shall also be included.
- E. Experience and Capabilities of the Firm** - The relevant management experience and the technical experience and capabilities of the proposer and team members shall be defined with respect to the following activities:
- a. Project Experience
  - b. Any environmental/engineering/consulting experience acting as a Community Involvement Coordinator and with community involvement plans
  - c. Regulatory knowledge
  - d. Federal statutes (CERCLA and SARA)
  - e. Idaho environmental statutes.

Project descriptions identified by the Contractor in the bid proposal must demonstrate experience on similar projects to the anticipated work under this RFP.

This section shall also include a list of no more than three projects that demonstrate work similar to that requested in this RFP. This list shall be limited to the following information:

Name of Project, Location of the Project, Dates the work was conducted, the Organization Name and the Name, Affiliation and Phone Number of a Contact Person. DEQ may contact these people to check past performance records.

- F. Personnel** - Proposers shall provide a description of relevant expertise of proposed personnel (contractor and subcontractors) who shall be available to perform community involvement with the DEQ. Information shall include a description of personnel discipline and experience in the areas of activities listed in the section above. A discussion of personnel experience in developing community involvement plans shall be included. The proposal shall include a list of proposed personnel who are trained to perform community involvement plans. Brief two page resumes of individuals proposed

to be key participants shall be included. The proposal must contain a schedule that indicates the anticipated percentage of time that proposed personnel will be assigned to work assignments. In the event that proposed key personnel are not available for work on a particular task or are otherwise unable to perform the services, personnel substituted shall have equivalent experience and expertise of those persons included in the bid proposal. DEQ shall have final approval for any key personnel substitution.

- G. References** – The proposer shall provide letters of reference from a minimum of three current or former clients from work performed by the proposer similar to that requested in this RFP.
- H. Disclosure of Potential Conflict of Interest by Contractor** - Each candidate must include a statement disclosing its status and the status of its parent companies, subsidiaries and affiliates as having a potential conflict of interest. Each candidate shall also certify that:

*“To the best of my knowledge and belief, I have disclosed all information requested by IDEQ concerning potential conflict of interest status, and I shall immediately disclose any such information discovered after submission of this proposal or after contract award.”*

Contractors and subcontractors will not be considered for provision of services if DEQ determines that conflict of interest is significant and cannot be resolved.

### **3.2 Price Proposal**

Price proposals must be submitted separately and marked “PRICE PROPOSAL”. No pricing information shall be included in the technical or general portion of the RFP response. All price proposals submitted to the State will be treated as confidential and will not be released to competing firms, individuals, agencies, or the general public until the contract is signed.

Proposer’s must be aware of, and agree to completely abide by, EPA's regulations concerning Procurement Under Assistance Agreements (40 CFR, Part 33). This is necessary because some of the funding for this contract may come from EPA. Among other requirements, these regulations address procurement rules and allowable costs, cost and price considerations, subcontracting requirements and restrictions, contract clauses, and contract review and approval procedures. Travel and per diem can not be paid at rates exceeding those available to state employees.

For each work assignment, DEQ will determine with the contractor the appropriate labor mix, anticipated costs for equipment, materials, travel and other expenses, along with any administrative fees for expenses other than labor. It is expected that a time-and materials approach will be used in most cases; however, DEQ may wish to use a fixed-fee or firm-fixed-price method in some work assignments. Costs for travel and per diem will be reimbursed

according to existing State policy. The State of Idaho policies can be found at the following Internet address: <http://www.sco.idaho.gov/web/sbe/sbeweb.nsf/trvlpolicy.htm>

Appendix C is the price proposal format that must be included in the separate price proposal. Since there are no specific examples of work at the time of issue of this RFP, for purposes of pricing, the bidder should estimate the labor mix that will be used and provide fully loaded salary rates for all personnel proposed to do the work, including subcontractors.

The fully loaded salary rate includes, but is not limited to direct raw labor costs or hourly wages; all costs for salary overhead such as vacation and sick pay, insurance, training, worker's compensation; general and administrative overhead that may include rent, utilities, computer time, office supplies; and fees. The hourly rate obtained as a result of these calculations will be used as the basis for determining relative score in the price proposal portion of the evaluation. Travel and other special or variable costs should not be included for purposes of costing this model.

For the purpose of preparing the cost proposal, the following definitions will apply:

**Direct Raw Labor.** The sum of all gross salary costs or hourly wages paid to personnel for the time they are productively engaged in direct work necessary to fulfill the terms of the agreement between DEQ and the contractor. Direct labor does not include any fringe benefits.

**Salary Overhead.** The legal and customary fringe benefits such as Social Security, vacation pay, sick pay, holiday pay, pension, medical and dental insurance, workers compensation taxes and other insurance. Salary overhead shall be expressed as an approved percentage of direct raw labor costs.

**General and Administrative Overhead.** These are costs which are not easily distributed among individual projects such as non-project payroll, rents, telephone, utilities and maintenance, employee training and education, office supplies and services and insurance. General and administrative overhead will be expressed as an approved percentage of the direct raw labor cost.

**Subcontractor Costs.** The approved costs of service provided by all subcontractors to the contractor.

**Direct Expenses.** Costs, exclusive of subcontractor costs, which are directly involved in fulfilling the terms of the agreement between DEQ and the contractor. These expenses may include such items as travel, telephone toll expenses, postage, word processing and computer charges.

## 4.0 INSTRUCTIONS FOR PROPOSAL SUBMISSION

### 4.1.1 Date, time, number of copies

One (1) original, one (1) copy and one (1) CD of the technical proposal and one (1) original price proposal must be submitted by **JANUARY 14, 2014 4:00 P.M. Mountain Time**. 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, and the RFP number shall be indicated.

**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.

The mailing address as well as address for hand delivery is:

Idaho Department of Environmental Quality  
ATTN: Marcia Todd RFP0923  
1410 North Hilton  
Boise, Idaho 83706

#### **4.1.2 Late Proposals**

Proposals received after the deadline will not be accepted.

#### **4.2 Public Opening of Bids**

Sealed bid proposals will be opened publicly **January 14, 2014 at 4:05 PM. Mountain Time**. Only the names of the offerors will be identified at the public bid opening.

#### **4.3 Proposer Questions and IDEQ Response**

The DEQ will not respond to telephone inquiries or visitations by proposers or their representatives regarding the technical aspects of the RFP. However, proposers may submit written, FAXED or emailed inquiries postmarked on or before **4:00 p.m. December 16, 2013** to DEQ, 444 Hospital Way, Suite 300, Pocatello, Idaho 83201 Attention: Trina Burgin. Questions submitted by facsimile should be FAXED to IDEQ Pocatello Regional Office at 208-236-6168, Attn: Trina Burgin. Questions submitted by e-mail should be sent to Trina Burgin at [Trina.Burgin@deq.idaho.gov](mailto:Trina.Burgin@deq.idaho.gov). In addition, IDEQ will hold a Presubmittal conference to answer questions related to the proposal on **December 18, 2013**, from 9:00 a.m. to Noon in Snake River Room at the IDEQ Pocatello Regional Office building, 444 Hospital Way, Suite 300, Pocatello Idaho. Questions previously submitted by proposers will be answered at that time and there will be open discussion to address any other questions from proposers who are present. Written responses to all inquiries will be prepared and posted to the DEQ website [www.deq.idaho.gov](http://www.deq.idaho.gov) approximately one week after the Presubmittal conference.

Attendance at the Presubmittal Conference is not required. However, the Presubmittal Conference is the only opportunity to ask questions in person of the IDEQ concerning this RFP.

A copy of the IDEQ standard contract is included in the RFP as Appendix A. Any requested deviations in contract language must be dealt with before a contract is written. All bidders must identify those areas of the contract and submit them as questions by **4:00 p.m., December 16, 2013**. If changes are then to be made in the contract language, an addendum to the RFP will be sent to all bidders detailing the changes and affording an opportunity to all bidders to submit a proposal based on the changes.

## **5.0 SELECTION PROCEDURES**

### **5.1 Administrative Review.**

Each bid proposal will be reviewed to determine if it is complete and all minimum requirements are 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:

1. The bid was received before the date and time specified in the RFP.
2. The transmittal letter is in the format specified in this RFP (Section 3).
3. A complete, signed "Certification Regarding Debarment, Suspension and Other Responsibility Matters" is included. (Appendix B)
4. All information required in the RFP is contained in the bid proposal. This includes responses to the technical proposal including project management, qualifications of the firm and personnel, project descriptions, letters of reference, price proposal and any other requirements.
5. A complete, signed "Certificate of Independent Price Determination" (Appendix E) is included.
6. A complete, signed "Signature Page" (Appendix F) is included

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

## 5.2 Scoring Criteria

Each proposal will be reviewed and evaluated on the basis of the criteria indicated below. The proportions of the total score assigned to each criterion reflect their relative importance.

<b>Evaluation Criteria</b>	<b>Points Possible</b>
<b>Business Organization</b>	50
<b>Experience and Capabilities of the Firm</b>	400
<b>Personnel</b>	150
<b>References</b>	50
<b>Specificity and Clarity of Bid</b>	50
<b>Price Proposal</b>	300
<b>TOTAL</b>	1000

## 5.3 Technical Evaluation and Scoring

Bid proposals submitted in response to this RFP will be evaluated by a bid evaluation committee (IEC) 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. The IEC will calculate a final score and rank the proposals accordingly. The IEC will then submit to administration its recommendations for contract awards. Upon approval by the Director of IDEQ the successful applicant will be notified of their selection. In addition, unsuccessful candidates will be promptly notified that their proposals were not selected.

## 5.4 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 formula where the maximum points awarded are 300.

Lowest Bid Price = 300 points

### Calculations for Next Bid Price

Lowest Bid Price / Next Bid Price x 300 = # of points (Example: \$10,000 / \$12,000 x 300 = 250 points)

## **5.5 Final Results**

A final tally is computed by summing scores from the technical evaluation, proposer interviews where applicable and price proposal evaluation. The proposer with the most points is ranked #1. Other proposers are ranked accordingly. The highest ranked proposer is considered the proposer to whom a contract may be awarded. The final scores are reviewed and approved by the IDEQ Director who then authorizes the Grants/Contracts Officer to proceed with notification. Proposers receive notification of proposal evaluation results by certified mail.

## **6.0 ADMINISTRATIVE REQUIREMENTS**

### **6.1 Administrative Authority**

For the purpose of this RFP and ensuing contract the State of Idaho, hereinafter referred to as the State, shall mean the State of Idaho Department of Environmental Quality.

### **6.2 Contract Term and Payment**

The IDEQ expects to award an indefinite delivery/indefinite quantity type contract. However, the IDEQ may wish to use a fixed-fee or firm-fixed-price method in some work tasks. The contract effective date is expected to be approximately February 4, 2014. The contract is for a period of one year. The contract may be extended, at the IDEQ discretion, for three (3) additional one-year periods, for a total of four (4) years.

Invoices will be submitted monthly by the 10<sup>th</sup> of the following month. Payments of approved invoices will be made no more often than monthly, for work tasks completed and billed. Payment schedules for any contracts and subsequent work tasks entered into as a result of this RFP must be mutually agreed upon by the IDEQ and the Contractor.

### **6.3 Administrative Appeals**

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

### **6.4 Option of Obtaining Services Outside of the Contract Resulting from this Request for Proposals**

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

### **6.5 Public Disclosure of Information Contained in Proposals and Bidder Responsibilities**

Proposals received shall remain confidential until the contract, if any, resulting from this RFP is issued. 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: measures taken by the bidder to guard against nonconsensual disclosure of the information to others, and the means by which such measures will be continued; the extent to which the information has been disclosed to others and the precautions taken; pertinent confidentiality determinations, if any, by other state or federal agencies; any other relevant facts to support the claim; and, if appropriate, the reason that the information is not required to be disclosed by state or federal statute. (IDAPA 58.01.21.014.03)

IDEQ will consider a proposer’s request(s) for exemption from disclosure; however, IDEQ 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.

## **6.6 Changes in 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 (7) working days prior to the deadline for proposal submission. IDEQ will not respond to telephone inquiries from proposers about RFP changes. However, the IDEQ will respond to proposers’ questions as specified in Section 4.3.

## **6.7 Changes in Proposals**

Modifications of proposals already received by IDEQ may be made if they are received by IDEQ prior to the scheduled deadline for proposal submission. All modifications must be made in writing over the signature of the proposer. No oral or telephone proposals or modifications will be considered.

## **6.8 Certification Regarding Debarment**

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

## **6.9 Use of Subcontractors**

The selected Contractor will be required to assume responsibility for all services offered in the proposal, including services provided by subcontractors. Further, IDEQ will consider the

Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. If any part of the work is to be subcontracted to firms other than those identified as team members in the proposal, the Contractor shall provide a complete description of the work and the percentage of the work to be subcontracted and descriptive information about the subcontractors' organization and capabilities. Unless otherwise authorized by IDEQ, a competitive selection process shall be used for selection of such subcontractors. The Contractor must follow all applicable federal and state regulations in the award of subcontractors. The use of **any** subcontractors will be strictly based on written approval by IDEQ, whether or not identified in the proposal. The Contractor is totally responsible for adherence by the subcontractors to all provisions of the contract.

#### **6.10 Contracting With Small Business and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms**

It is national policy to award a fair share of contracts to small, minority and women's business firms. Accordingly, affirmative steps must be taken to ensure that disadvantaged businesses are utilized when possible as sources of supplies, equipment, construction and services. The Contractor shall agree to support IDEQ's small, minority and women's business enterprise contract procurement program ensuring those businesses participation in subcontracts. The percentages are: Small (2%), Minority (9%), and Women (3%). Affirmative steps include the following as a minimum:

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

Records supporting the percentages of disadvantaged business participation shall be maintained by the Contractor and shall be made available to IDEQ's duly authorized representative upon request. Each payment request submitted by the contractor to IDEQ will need to identify clearly the amounts payable to disadvantaged businesses.

#### **6.11 Managing Conflict of Interest**

IDEQ reserves the right to procure additional consulting services and issue work assignments to contractors other than the successful proposers under the contract in the event that an unresolvable conflict of interest exists and cannot be avoided. Such conflicts may include status as a potentially responsible party, present or proposed contractual arrangements with a potentially responsible party to be studied, present or proposed contractual agreements with a firm that manufactures or sells any substance or items to be studied, 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.

Before a Task Order is issued, the Contractor shall identify any potential conflict of interest in its performance of the proposed project. If IDEQ determines that the Contractor has an unresolvable conflict, IDEQ will select another Contractor to receive the work assignment. If no unresolvable conflict exists, IDEQ may issue the Task Order.

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

#### **6.12 Contract Terms and Conditions**

The successful bidder will be required to sign a State of Idaho Standard Contract and adhere to the 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. Any questions regarding the Standard Contract must be addressed in accordance with Section 5.3.

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

- 1) Worker's Compensation. The Contractor, its subcontractor(s), if any, and all employers providing work, labor or materials under the 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 the 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 the 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 IDEQ generating the contract. The Contractor must show proof of such coverage by presenting to the IDEQ a valid certificate of insurance showing statutory coverage.

- 2) Employer's Liability. This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. Employer's liability insurance shall be a minimum amount of \$100,000 per occurrence.
- 3) 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 IDEQ. Evidence of insurance shall consist of a completed certificate of insurance signed by the insurance agent for the Contractor and made a part of the Contract.

Required Insurance:

1. 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.

Additional requirements:

1. State of Idaho as Additional Insured. The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the Department of Environmental Quality and its division, officers and employees as additional insured, but only with respect to the Contractor's activities to be performed under this Contract.
2. 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.

### **6.13 Incurring Costs**

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

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**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 Treasury Regulations, Subchapter C, Sec. 31.3121(d)-1
- 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, AUDITING, RECORDS RETENTION AND ACCESS TO RECORDS**

- A. The CONTRACTOR shall maintain books, records, documents and other evidence directly pertinent to performance of EPA funded work under this CONTRACT in accordance with generally accepted accounting principles and

practices consistently applied, and in accordance with 40 CFR 31.36(i)(10) and (11), in effect on the date this CONTRACT is signed by both parties. Records shall be retained for a period of ten (10) 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 ten-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 ten-year period, whichever is later.

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

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

B. Audits.

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

followed and is effective; and (d) interview CONTRACTOR'S staff members to determine management and organizational needs.

- C. The CONTRACTOR agrees to disclose all information and reports resulting from access to records under paragraph A. and B. of this Section to any of the agencies referred to in paragraph A.
- D. Access to records is not limited to the required retention periods. The authorized agencies designated in paragraph A of this Section shall have access to records at any reasonable time for as long as the records are maintained.
- E. This section applies to all records pertaining to this CONTRACT, TASK ORDERS, CHANGE ORDERS and AMENDMENTS:
  - 1. To the extent the records pertain directly to performance of this CONTRACT;
  - 2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
  - 3. If the CONTRACT is terminated for default or for convenience.
- F. The CONTRACTOR agrees to account for all expenditures under this CONTRACT in accordance with generally accepted accounting principles, a cash or accrual method of accounting in accordance with 40 CFR 31.41 and to comply with the cost principles contained in 40 CFR 31.22 to determine allowable costs.
- G. It is understood and agreed that in case of the termination of the existence of the CONTRACTOR by bankruptcy or any other reason, that all records in the CONTRACTOR'S possession, program and fiscal, relating to this CONTRACT shall become the property of the DEPARTMENT.
- H. PROPERTY MANAGEMENT

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

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

Inventory reports must include the following:

- a. Description of property;
- b. Manufacturer's serial number, model number or other identification number;

- c. Source, including the assistance identification number;
- d. Unit acquisition date and cost; and
- e. Location, use and condition (by site and activity) and the date this information was recorded.

## **IX. PROJECT ASSESSMENT AND CORRECTIVE ACTION**

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

## **XIV. OBLIGATIONS OF THE CONTRACTOR**

### **A. AUTHORIZATION TO PROCEED**

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

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

1. A preamble referencing the DEPARTMENT, the CONTRACTOR, PROJECT, TASK, TASK ORDER NUMBER and this CONTRACT.

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

#### **XV. FEDERAL AND STATE AUDIT EXCEPTIONS**

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

#### **XVI. AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY**

- A. The CONTRACTOR hereby agrees to provide all services funded through or affected by this CONTRACT without discrimination on the basis of race, color, national origin, age or physical/mental impairment, and to comply with all relevant sections of:
1. Title VI of the Civil Rights Act of 1964, as amended;
  2. Section 504 of the Rehabilitation Act of 1973, as amended; and
  3. The Age Discrimination Act of 1975 as amended.
  4. The Americans With Disabilities Act of 1990.
- B. The CONTRACTOR agrees to provide equal employment opportunity and take affirmative action in employment on the basis of race, color, national origin, religion, sex, age, physical/mental impairment and all relevant sections of:
1. Executive Order 11246, as amended by Executive Order 11375;
  2. The applicable provisions of the Department of Labor regulations (48 CFR, Part 22); as amended;

3. Section 503 of the Rehabilitation Act of 1973, and
  4. Sections 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974.
- C. The CONTRACTOR agrees to comply with the Civil Rights, equal employment opportunity Labor Law and other requirements under 40 CFR, Part 30, Subpart F and 40 CFR, Part 7.
- D. The CONTRACTOR agrees to comply with the requirements for small, minority women's and labor surplus area businesses in 40 CFR 33.240 in its award of any SUBCONTRACT under this CONTRACT.
1. The CONTRACTOR agrees to assure that each of these business entities is given the opportunity to participate in subcontract awards under this contract. This policy applies to all SUBCONTRACTS for supplies, construction and services under this CONTRACT.
  2. The CONTRACTOR shall file a quarterly report on a form to be provided by the DEPARTMENT, listing all small, minority and women's business enterprises that were subcontracted to during the preceding quarter. A form must be filed even if a small or disadvantaged business was not utilized.
- E. The CONTRACTOR agrees to verify and ensure that all individuals in their employ are eligible under federal and state law to work in the United States.

## **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.

**XIV. EMPLOYMENT**

The CONTRACTOR shall not accept employment from any party other than the DEPARTMENT, or Federal agencies, for work directly related to the Site (services) covered under this CONTRACT for a period of three (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. 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 or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (C) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph B of this certification; and
- (D) Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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 5 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.

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## ATTACHMENT D

### BID PROPOSAL CHECKLIST

#### BID PROPOSAL CONTENTS

#### CHECK IF INCLUDED

##### Technical Proposal

- |  |                          |
|--|--------------------------|
| Transmittal Letter   | <input type="checkbox"/> |
| Cover Page   | <input type="checkbox"/> |
| Table of Contents  | <input type="checkbox"/> |
| Business Organization  | <input type="checkbox"/> |
| Experience and Capabilities of the Firm                      | <input type="checkbox"/> |
| Personnel  | <input type="checkbox"/> |
| References   | <input type="checkbox"/> |
| Disclosure of Potential Conflict of Interest by Contractor   | <input type="checkbox"/> |
| Substantiation of Claim for Exemption from Disclosure        | <input type="checkbox"/> |
| Appendix B: Certification Regarding Debarment                | <input type="checkbox"/> |
| Appendix E: Certification of Independent Price Determination | <input type="checkbox"/> |
| Appendix F: Signature Page                                   | <input type="checkbox"/> |
| Appendix G: Performance Evaluation Reference Check Form      | <input type="checkbox"/> |

##### Price Proposal

- |                            |                          |
|----------------------------|--------------------------|
| Appendix C: Price Proposal | <input type="checkbox"/> |
|----------------------------|--------------------------|

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## APPENDIX E. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

A. The offeror certifies that:

1. The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to:

- i. Those prices,
- ii. The intention to submit an offer, and
- iii. The methods or factors used to calculate the prices offered.

2. The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

3. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

B. Each signature on the offer is considered to be a certification by the signatory that the signatory:

1. Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

2.

- i. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above;
- ii. As an authorized agent, does certify that the principals named below have not participated, and will not participate, in any action contrary to subparagraph (a)(1) through (a)(3) above; and
- iii. As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

3. If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization:

Full name of person(s) responsible for pricing	Title	Date
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Typed Name of Authorized Representative	Title	
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Signature of Authorized Representative	Date	
--	------	--

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

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## APPENDIX F. SIGNATURE PAGE

### SIGNATURE PAGE

This RFP response is submitted in accordance with all documents and provisions of RFP0923 Technical Assistance for the Pocatello Regional Office Mining Program – Contractor for Community Involvement for Selenium Issues in Southeast Idaho.

By my signature below I accept the State of Idaho DEQ Standard Contract Terms and Conditions in effect at the time this RFP was issued.

As the undersigned, I certify I am authorized to sign and submit this response for the Offeror. I further acknowledge I am responsible for reviewing and acknowledging any addendums that have been issued for this solicitation.

Please complete the following information:

Offeror (Company Name): \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

THIS SIGNATURE PAGE MUST BE SIGNED WITH AN ORIGINAL HANDWRITTEN SIGNATURE EXECUTED IN INK AND RETURNED WITH YOUR PROPOSAL FOR YOUR PROPOSAL TO BE CONSIDERED.

\_\_\_\_\_  
Original Signature (Manually signed in ink)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Please Type or Print Name

\_\_\_\_\_  
Title

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## APPENDIX G. Performance Evaluation Reference Check Form – RFP0923

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 proposer is submitting a competitive proposal to provide services to the Idaho Department of Environmental Quality.

Organization/company/agency providing information:

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(please print)

Name and title of contact person:

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(please print)

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

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(please print)

**Return this form no later than January 14, 2014 directly to:**

Department of Environmental Quality  
Attention: Fiscal/Marcia Todd RFP0923  
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 satisfactory work. (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: