IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY
REQUEST FOR PROPOSAL

RFP #0911
Bunker Hill "Box" Wood Waste Grinding and Stockpiling

RFP Release Date: August 29, 2011
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IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY
REQUEST FOR PROPOSAL RFP 0911
Bunker Hill "Box" Wood Waste Grinding and Stockpiling

1 GENERAL INFORMATION

1.1 Purpose of This Request for Proposal

The Idaho Department of Environmental Quality (DEQ) is seeking a Contractor to grind and stockpile large wood waste and brush that equate to approximately 3,000 cubic yards of chips every six months (late May and late October). This contract will be paid on a per unit volume production basis. This contract is anticipated to continue for approximately two years. DEQ's Project Manager (Bruce Schuld) is located in Boise, Idaho. The Project will use the wood wastes for soil amendments in re-vegetation projects at the Page Repository (Page).

1.2 Background

The Bunker Hill Mining and Metallurgical Complex Superfund Site (BHSS) is a federal Superfund site and one of the largest and most complex abandoned hazardous waste sites in the nation. The BHSS currently includes three Operable Units (OUs). OU1, "Populated Areas", and OU2, "Non-Populated Areas", are located in the portion of the site known as the Bunker Hill "Box." The Box's long axis lies along Interstate 90 (I-90) in Northern Idaho's Silver Valley and includes a former smelting facility. It encompasses the towns of Pinehurst, Smelterville, Wardner, and Kellogg, and the communities of Page, Ross Ranch, Elizabeth Park, and Montgomery Gulch. This part of the Superfund site covers approximately 21 square miles and includes about 5,000 residents.

Residential yard cleanups have been conducted since 1986 in the Box communities. In 1998, residential cleanup in the city of Smelterville was certified complete by the U.S. Environmental Protection Agency (EPA). In 2004, the area of Kellogg north of I-90 was certified complete. Pinehurst, Page, Kellogg south of I-90, Wardner, Ross Ranch, and Elizabeth Park were all certified complete in 2008. These communities now have a protective clean-soil barrier that reduces lead exposures to young children, pregnant women, and other residents.

1.3 Institutional Controls Program (ICP)

In order to protect these remedial actions and provide for segregation and disposal of mining wastes uncovered during property owner improvement and maintenance projects, infrastructure projects, and new development projects in the Box, the ICP was established and codified by the State of Idaho. The ICP, administered by Panhandle Health District (PHD), is a locally-enforced set of regulations designed to ensure the long-term integrity of clean soil and other protective barriers placed over contaminants left in place throughout the BHSS. The mission statement of the ICP states that it will protect the public health and assist with local land transactions within

the BHSS. The ICP's objectives are to see that barriers are created and/or maintained and to operate a system of activity controls and standards to keep remaining contaminants in place.

From 1986 through 2010, approximately one million cubic yards of ICP wastes were generated in the Box and disposed of either at Page or in other predetermined locations, such as adjacent to the Shoshone County Airport as foundation fill. Because the ICP was designed to operate in perpetuity and because ICP wastes must be managed appropriately, estimates have been made of the total volumes of wastes expected to be generated in OU1 and OU2.

1.4 Wood Waste Management Strategy

DEQ is developing concepts to accumulate and reduce large woody debris and yard wastes (refuse) by composting these materials. The sources for these wastes include but are not necessarily limited to the other Box and Basin repositories, the Shoshone County Transfer Station, Highway Districts, etc. The materials, once ground, will be used for mulch and soil amendments during repository operations, or wetlands mitigation projects.

2 TECHNICAL SPECIFICATIONS

2.1 Scope of Work

The purpose of this Request for Proposal (RFP) is to procure a Contractor to grind and stockpile large wood debris and wood chips approximately every six months in late May and late October for approximately two to three years. This contract will be paid on a per unit volume production basis.

The grinding will be done at the Box ICP Page Repository in a developed area where large woody waste is currently being stockpiled during the course of the year by the Shoshone County Solid Waste Department and other specially permitted users. This working area will be maintained (by DEQ's Repository Operator) with a graveled surface that is large enough to accommodate a large vertical tub grinder, such as a Vemeer 9000 and support equipment.

The Grinding Contractor will transport ground wood chips to a location approximately 500 feet from the Large Woody Stockpile and dump the wood chips. DEQ's Repository Contractor will maintain this area by placing the freshly ground chips on the chip stockpile and composting area. This stockpile area will accommodate up to 10,000 cubic yards of ground wood wastes.

The Grinding Contractor is expected to mobilize/demobilize a grinding machine, track hoe, and at least two chip trucks so that he can maintain a continuous grind cycle until the large wood stockpile is exhausted and all ground wood wastes are stockpiled. The Grinding Contractor should assume that some steel, rock, concrete and other solid wastes will be encountered in the grinding process. However, DEQ's users are making reasonable efforts to keep these contaminants out of the Large Woody Stockpile.

2.2 Project Management

The DEQ Project Manager is Bruce A. Schuld. The Contractor will report directly to the Project Manager, but will coordinate activities such as mobilization/demobilization, equipment set up and staging, and on-site trafficking with DEQ's Repository Operator. DEQ's Project Manager will:

1) Identify costs for work to be completed.

2) Track and evaluate work progress and volumes produced.

3) Review payment requests and if appropriate make recommendations for payment of the Grinding Contractor by DEQ's Fiscal Office.

4) Revise Contract requirements or approve change orders, and work directives as necessary to meet the objectives of DEQ.

The DEQ Project Manager will assign DEQ's Engineering Consultant to measure production quantities for DEQ during grinding operations to measure production quantities.

3 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 and the Price Proposal).

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 are limited to five (5) typed pages. There should be no unnecessary attachments, enclosures, or exhibits. Attachments, spreadsheets, or exhibits may be larger than 8-½ x 11-inch size if needed.

The technical proposal shall include the following information in the order presented below. Bidders should follow the specific order of the outline and should 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 State of Idaho and of the DEQ 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 DEQ receipt of the proposal.

B. **Cover Page** – The cover page should identify: RFP number, 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. **Business Organization** – This section shall include the following for the contracting firm and each Subcontractor or team member: the firm's name, areas of expertise, a brief history of the firm, size, office locations and business addresses, office nearest to Kellogg, and office nearest to Boise. The name, address, and telephone number of a person to contact regarding the proposal.

D. **Health and Safety** – The health and safety (HS) organizational description shall describe the responsibility and authority of the HS organization within the Contractor's organization, including to whom the HS organization reports to, to assure their independence from the pressures of field work and construction needs.

E. **Experience and Capabilities of the Firm** – The relevant construction, management, and the technical experience and capabilities of the firms and any likely Subcontractors, shall be described.

Project descriptions identified by the Contractor in the bid proposal must demonstrate experience on similar projects to the anticipated work under this RFP. The description of project experience will include the contract officer, contract amount, the dates work was performed, and where the work was performed.

F. **Disclosure of Potential Conflict of Interest by Contractor (including Subcontractors)** – Each candidate must include a statement disclosing its status and the status of its parent companies, subsidiaries, and affiliates as Potentially Responsible Parties associated with mine and smelting wastes in the Bunker Hill Box or Coeur d'Alene Basin having a potential conflict of interest. Each candidate shall also certify that:

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

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

G. **All proposals must contain complete Appendix B Certification Regarding Debarment, Appendix D Bid Proposal Checklist, Appendix E Signature Page, Appendix F Certification Regarding Illegal Immigrants and Appendix C Price Proposal to be considered for contract award.**

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 cannot be paid at rates exceeding those available to state employees.

Bidders shall submit a per unit price for mobilization/demobilization and per cubic yard price for ground chips produced and stockpiled. The latter will be measured by DEQ's Consultant within one week of the Contractor finishing the grinding.

4 INSTRUCTIONS FOR PROPOSAL SUBMISSION

4.1 Date, Time, Number of Copies

One (1) original and two (2) copies of the technical proposal and one (1) original price proposal must be submitted by September 29, 2011 at **4:00 P.M. Mountain Time.**

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

Marcia L. Todd
Grants/Contracts Officer/RFP0911
Idaho Department of Environmental Quality
1410 North Hilton
Boise, ID 83706

4.2 Late Proposals

Proposals received after the deadline will not be accepted.

4.3 Public Opening of Bids

Sealed proposals will be opened publicly September 29, 2011 at **4:10 P.M. Mountain Time.** Only the names of the bidders will be identified at the public bid opening.

4.4 Bidder Questions and DEQ 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 **12:00 NOON Mountain Time September 9, 2011.** Inquiries with specific questions regarding the RFP, specifications, terms and conditions, or the Standard Contract must be submitted to:

Marcia L. Todd
Grants/Contracts Officer
Idaho Department of Environmental Quality
1410 North Hilton
Boise, ID 83706

Email: marcia.todd@deq.idaho.gov
Fax: 208.373.0315

DEQ **will not** be hosting a **Bidders Site Visit. DEQ will be holding a bidders' conference** to answer questions related to the proposal on **September 14, 2011, from 11:00 a.m. to 12:00 P.M. Pacific Time,** at the DEQ Project Office, 1005 West McKinley, Kellogg, Idaho. **You are**

expected to confirm with DEQ (Marcia Todd) that you are going to attend the bidders' conference by email at marcia.todd@deq.idaho.gov. Attendance at the Bidders' Conference is not required. However, this is the only opportunity to ask questions in person of IDEQ concerning technical aspects of this RFP.

Questions previously submitted by bidders will be answered at the bidder's conference and there will be open discussion to address any other questions from bidders that are present. Written responses to all inquiries, including those from the bidder's conference, and a RFP addendum will be prepared and distributed to potential bidders approximately one week after the bidder's conference.

4.5 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.

Evaluation Criteria	Points Possible
Experience and Capabilities of the Firm includes statement of qualifications and experience with grinding large volumes of wood waste with minor amounts of steel, rock, concrete, and solid waste such as plastics.	100
Equipment type and inventory available for project	100
Price Proposal	300
TOTAL	500

4.6 Selection Procedures

4.6.1 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 0).

3) A complete and signed "Certification Regarding Debarment, Suspension and Other Responsibility Matters" is included.

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.

If the bid proposal fails to meet the minimum requirements, the bidder 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.

4.6.2 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 perform a pre-score for each of the proposals and rank the proposals.

The State may, at its sole option, either accept a bidder's initial proposal by award of a contract, or arrange oral presentations with bidders whose proposals are deemed to be reasonably likely to be considered for award. The purpose of the oral presentation is to provide the bidders an opportunity to make a 30-minute presentation on their proposal and to answer questions from the IEC. Upon completion of the interviews, 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 DEQ, the successful applicant will be notified of their selection. In addition, unsuccessful candidates will be promptly notified that their proposals were not selected.

4.6.3 Price Proposal Evaluation

Prior to administering the standard formula for price evaluation, where applicable, the Idaho Reciprocal Preference law procedures are applied. Price proposals (Appendix C, Bid Form, Base Bid plus Add Alternative #1) are then evaluated using the following formula where the maximum points awarded is 300.

Lowest Base Case 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)

4.7 Final Results

A final tally is computed by summing scores from the technical evaluation, bidder interviews where applicable, and the price proposal evaluation. The bidder with the most points is ranked #1. 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. Bidders will receive notification of bid evaluation results by certified mail.

5 ADMINISTRATIVE REQUIREMENTS

5.1 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.

5.2 Contract Term and Payment

The DEQ expects to award an indefinite delivery/indefinite quantity type contract, a per unit volume production cost contract. The contract effective date is expected to be approximately October 1, 2011. The contract is for a period of two (2) years. The contract may be extended, at the DEQ discretion, for two (2) additional one-year periods, for a total of four (4) years.

Invoices will be submitted within two weeks of completing the seasonal grind. Payments of approved invoices will be made subsequent to DEQ validating the volume of chips produced and delivered to the stockpile area. Measurement of the stockpile by DEQ's Engineering Consultant will take place within one week of the Contractors completion of the grind. Payment schedules for any contracts and subsequent Task Orders entered into as a result of this RFP must be mutually agreed upon by the DEQ and the Contractor.

5.3 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.

5.4 Option of Obtaining Services Outside of the Contract Resulting from this Request for Proposals

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

5.5 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)

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.

5.6 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. DEQ will not respond to telephone inquiries from proposers about RFP changes. However, the DEQ will respond to proposers' questions as specified in Section 4.4.

5.7 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 over the signature of the proposer. No oral or telephone proposals or modifications will be considered.

5.8 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.

5.9 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, DEQ 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 DEQ, 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 DEQ, whether or not identified in the proposal. The Contractor is totally responsible for adherence by the Subcontractors to all provisions of the contract.

5.10 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 DEQ'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; and

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 DEQ's duly authorized representative upon request. Each payment request submitted by the Contractor to DEQ will need to identify clearly the amounts payable to disadvantaged businesses.

5.11 Managing Conflict of Interest

DEQ 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 beginning a seasonal grind, the Contractor shall identify any potential conflict of interest in its performance of the proposed project. If DEQ determines that the Contractor has an unresolvable conflict, DEQ will select another Contractor to receive the work assignment. If no unresolvable conflict exists, DEQ may approve the commencement of the seasonal grind.

The Contractor shall assure DEQ 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.

5.12 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 4.4.

The following is a brief explanation of the insurance coverage that the DEQ 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 Statues 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 DEQ generating the contract. The Contractor must show proof of such coverage by presenting to the DEQ 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 DEQ. 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:

a. 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:

a. 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.

b. 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.

5.13 Incurring Costs

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

5.14 Dispute Resolution

If the Contractor objects to any Department notice or disapproval, addendum oversight, accounting or decision made pursuant to this Agreement, the Contractor may notify the Department's Project Manager, in writing, of its objections within fourteen (14) days after receipt of the decision. The Department and the Contractor then have an additional fourteen (14) days to reach agreement. If no agreement is reached after fourteen (14) days (or such other period of time to which all Parties mutually agree) the Department shall notify the Contractor in writing of the Department's decision on the matter. The Contractor may request a determination by the Director of the Department. The Director's determination is the Department's final decision on the matter. Nothing in this Section precludes the Parties from agreeing to use other forms of alternative dispute resolution.

If the Contractor objects to the production volumes measured and calculated by DEQ's Engineering Consultant, DEQ will provide reasonable access to the Grinding Contractor's surveyor to validate or dispute DEQ's production volumes.

5.15 Reservation of Rights

The Department and the Contractor reserve all rights and defenses they may have pursuant to any available legal authority unless expressly waived herein.

Nothing herein is intended to release, discharge, or in any way affect any claims, causes of action or demands in law or equity which the Parties may have against any person, firm, partnership or corporation, not a Party to this Agreement, for any liability it may have arising out of, or relating in any way to, the generation, storage, treatment, handling, transportation, release or disposal of any materials, hazardous substances, hazardous waste, petroleum contaminants, or pollutants at, to or from the Site. The Parties to this Agreement expressly reserve all rights, claims, demands and causes of action they have against any and all other persons and entities who are not Parties to this Agreement, and as to each other for matters not covered hereby.

THE CONTRACTOR reserves the right to seek contribution, indemnity, or any other available remedy against any person, other than the Department, found to be responsible or liable for contributions, indemnity, or otherwise for any amounts which have been or will be expended by THE CONTRACTOR in connection with this Site.

During implementation of the Work Plan, in accordance with this Agreement the Department shall not, as provided by Idaho Code § 39-7207(7) bring an action, including an administrative action, against THE CONTRACTOR for any liability for remediation relating to the release or threatened release of any hazardous substance or petroleum that is the subject of the Work Plan.

APPENDIX A. DEQ STANDARD CONTRACT

I. DEFINITIONS

A. DEPARTMENT shall mean the Department of Environmental Quality of Idaho (DEQ), 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 three (3) years after final payment is made and all other pending matters are closed. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the actions and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

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

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

B. Audits.

1. Audits conducted under this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines of any reviewing or audit agency(s).

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

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

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

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

1. To the extent the records pertain directly to performance of this CONTRACT;

2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the CONTRACT is terminated for default or for convenience.

F. The CONTRACTOR agrees to account for all expenditures under this CONTRACT in accordance with generally accepted accounting principles, a cash

or accrual method of accounting in accordance with 40 CFR 31.41 and to comply with the cost principles contained in 40 CFR 31.22 to determine allowable costs.

G. It is understood and agreed that in case of the termination of the existence of the CONTRACTOR by bankruptcy or any other reason, that all records in the CONTRACTOR'S possession, program and fiscal, relating to this CONTRACT shall become the property of the DEPARTMENT.

H. PROPERTY MANAGEMENT

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

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

Inventory reports must include the following:

a. Description of property;

b. Manufacturer's serial number, model number or other identification number;

c. Source, including the assistance identification number;

d. Unit acquisition date and cost; and

e. Location, use and condition (by site and activity) and the date this information was recorded.

IX. PROJECT ASSESSMENT AND CORRECTIVE ACTION

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

X. CONFIDENTIALITY

A. Where applicable, such as in the event of litigation, the CONTRACTOR shall not provide, disclose or reveal data, field notes, log books, photographs, computer stored information, drawings, specifications, reports, estimates, summaries or any other information or records including originals, copies, drafts, abstracts or information in any form generated or otherwise obtained in the performance of its responsibilities under this CONTRACT to any party other than the DEPARTMENT except upon compulsion by subpoena or other legal process. The CONTRACTOR shall provide prompt notice of service to the DEPARTMENT. The CONTRACTOR is not responsible for any of the above which may previously have been placed in the public domain. The DEPARTMENT will inform the CONTRACTOR in writing by certified mail when this clause is being invoked and what specific materials are considered confidential.

B. All such materials shall be the property of the DEPARTMENT and shall be returned to the DEPARTMENT within eighty (80) days of expiration or termination of the CONTRACT or upon written demand of the DEPARTMENT.

C. The CONTRACTOR shall require all SUBCONTRACTORS to comply with Subsection 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 or 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.

XVIV. 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 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 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.

APPENDIX C. PRICE PROPOSAL FORMAT

Firm Name _____

Table 1 Costs of Operating Equipment

Name	Function	Load Capacity (if applicable)	Fully Loaded Salary Rate Per Hour	Mobilization and Demobilization Costs (2 way)
Subcontractors or Consultants				
Per Cubic Yard Price for Ground Chips Produced and Stockpiled _____				

APPENDIX D. BID PROPOSAL CHECKLIST

Technical Proposal

BID PROPOSAL CONTENTS	LOCATION IN BID PROPOSAL
Transmittal Letter	
Cover Page	
Business Organization	
Health & Safety	
Experience and Capabilities of the Firm	
Disclosure of Potential Conflict of Interest by Contractor	
Appendix B: Certification Regarding Debarment	
Appendix D: Bid proposal Checklist	
Appendix E: Signature Page	
Appendix F: Certification Regarding Illegal Immigrants	

Price Proposal

Appendix C: Price Proposal	

APPENDIX E. SIGNATURE PAGE

This RFP response is submitted in accordance with all documents and provisions of the specified RFP Number and Title detailed below. By my signature below I accept the DEQ STANDARD CONTRACT TERMS AND CONDITIONS. As the undersigned, I certify I am authorized to sign and submit this response for the Bidder or 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:

RFP NUMBER:_____

RFP TITLE:_____

BIDDER/OFFEROR(COMPANY NAME):_____

ADDRESS:_____

CITY, ST, ZIP:_____

TELEPHONE:

OFFICE:_____

CELL:_____

FAX:_____

EMAIL ADDRESS:_____

FEIN/SSN#:_____

THIS SIGNATURE PAGE MUST BE SIGNED WITH AN ORIGINAL HANDWRITTENSIGNATURE EXECUTED IN INK AND RETURNED WITH YOUR BID OR PROPOSAL FOR YOUR BID OR PROPOSAL TO BE CONSIDERED!!

_____ _____

ORIGINAL SIGNATURE (MANUALLY SIGNED IN INK) **DATE**

_____ _____

PLEASE TYPE OR PRINT NAME **TITLE**

APPENDIX F. CERTIFICATION REGARDING ILLEGAL IMMIGRANTS

The CONTRACTOR certifies that it and its principals, employees, and subcontractors:

a) Are not presently employing individuals ineligible under federal and state law to work in the United States.;

b) Have developed and implemented procedures to verify and ensure that all new employees are eligible for employment under federal and state laws

c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with violation of any federal or state law regarding hiring of illegal immigrants

I understand that false statements on this certification may be grounds for termination of the contract and that the CONTRACTOR may be subject to appropriate civil penalties.

_____

CONTRACTORS name or DBA

_____

Signature of Authorized Representative Date

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

APPENDIX G. MAP OF LOCATION FOR PAGE REPOSITORY