

IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY  
REQUEST FOR PROPOSAL

**RFP 0915**  
**TECHNICAL AND REMEDIAL SERVICES FOR**  
**REMEDIAL ACTIVITIES IN THE COEUR D'ALENE BASIN**

RFP Release Date: January 6, 2012  
Bid Proposal Due Date: February 10, 2012

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## **1 GENERAL INFORMATION**

### **1.1 Purpose of This Request for Proposal**

The Idaho Department of Environmental Quality (IDEQ) is seeking a contractor (Contractor) to provide project management, minor engineering (design to construct level), and construction oversight services (the Work) for the Coeur d'Alene Basin Project (Project). The Project headquarters are located in Kellogg, Idaho.

### **1.2 Background**

In 2002, IDEQ took over the remediation of the Basin Property Remediation Program (BPRP) and related activities such as repository operations from the Environmental Protection Agency (EPA). With annual EPA funding and State contributions, IDEQ remediates residential and commercial property. Funding is expected to continue from a combination of sources. These sources include: state appropriation for remedial action; settlement funds; federal dollars via cooperative agreements; direct appropriation; or other means as determined by Congress and /or federal agencies.

Typically 200 - 300 properties are remediated each year totaling between 2.5 to 3.5 million square feet of remediation. Annually, more than 65,000 cubic yards of contaminated soils are excavated and hauled to either the east Mission Flats or Big Creek repositories for reuse or disposal. The excavations are backfilled with either topsoil or gravel. The topsoil areas are revegetated via hydro-seeding or placement of sod.

From 2007 until 2011, BPRP projects have been responsible for removal and replacement of an average of 3,500,000 square feet of residential, commercial and ROW property. Although this level of work is anticipated for the next few years it is very much dependent on a number of factors including weather, property access and the available work force.

In addition, waste management at the East Mission Flats and Big Creek repositories has required multiple design modifications, systems upgrades and changes in waste management strategies. For instance; the State has initiated a materials and segregation re-use policy that promotes segregation of coarse durable materials (such as concrete, rock and asphalt) and organics such as dimensional lumber, large wood and yard waste, reprocessing these materials and re-using them at the Page Repository for foundations, reclamation and mitigation. This policy resulted in the retention of over 3,000 cubic yards of storage space for Institutional Controls Program (ICP) and BPRP soils at Big Creek Repository (BCR) and eliminated the need for burning over 300 tons of wood wastes.

## 2 TECHNIAL SPECIFICATIONS

### 2.1 Scope of Work

The purpose of this RFP is for IDEQ to procure a Contractor to provide technical, engineering (design/construct) and remedial services for the BPRP and Basin repositories. There are three major categories of tasks in the work plan. 1) Facilitation of the BPRP Yard Remediation; 2) Basin Repository Operating, Maintenance and Construction; and 3) Design/Construct additional Basin remedial actions specified by IDEQ. Services under this work plan will include:

- 1) Provide construction oversight and yard removal contractor management of BPRP activities to ensure compliance with designs and specifications of approved plans and contracts. Serve as IDEQ's representative on remedial action projects by following field management, QA/QC procedures, field documentation, and other procedures necessary to ensure and document that BPRP remedial goals are met.
- 2) Participate in technical work groups to discuss BPRP projects, Repository Operations and Maintenance, and other Basin remedial actions as requested by IDEQ. These meetings will routinely identify problems encountered and successes achieved to resolve the former and expound on the latter. Most importantly, the Contractor will evaluate plans and specifications for constructability and cost effectiveness.
- 3) Develop and implement IDEQ approved Operating, Maintenance and Construction plans for CdA Basin repositories. This will also include tracking operations and waste received, and proposing waste management systems upgrades or maintenance.
- 4) Coordinate waste materials transportation, handling and disposal between remedial action sites and the Basin Repositories to ensure proper segregation, re-use and placement for final disposal. Some coordination will also require communications and cooperation with the Bunker Hill Box ICP Repository operations. Additional coordination with other local (community) waste streams will likely be requested by IDEQ.
- 5) Develop engineering and construction Task Orders for non-typical (to BPRP or Repository Operations) remedial activities as requested by IDEQ. Subsequent to approval of a Task Order the Contractor will implement the project consistent with the schedule contained in that Task Order.
- 6) Prepare technical memoranda to address constructability of conceptual, interim, and final remedial designs, plans, and specifications.
- 7) Complete routine progress and Year-End Construction Completion Reports for all construction projects. Some of those reports may be completed and submitted collectively for continuity purposes. All reports are subject to review and approval by IDEQ.

## **2.2 Project Management**

The IDEQ Kellogg Program Manager (PM) is Bruce A. Schuld who is generally responsible for approving all Task Orders. However, IDEQ's Kellogg On-Site Coordinators (OSCs) will identify and negotiate all tasks orders, oversee and track all remedial work associated with the BPRP. IDEQ's PM will identify and negotiate all task orders associated with the Basin Repository Operations and Non-Typical remedial actions. IDEQ's PM and OSCs will:

- 1) Hold Annual Pre-Construction Planning and Budget meetings with Contractor.
- 2) Request the Contractor develop draft Task Orders for remedial projects. (See "Preparing Task Orders" below.) Task Orders will be the mechanisms that IDEQ will use to make work assignments and identify costs and appropriate schedules for work to be completed.
- 3) Review and comment on draft Task Orders submitted to the IDEQ by the Contractor and set requirements for IDEQ approval.
- 4) Track, inspect and evaluate work progress relative to Task Order requirements.
- 5) Review and if appropriate approve project progress reports and deliverables submitted by the Contractor.
- 6) Assist the Contractor in gathering information or coordination with local stakeholders, other remedial project management teams and local government.
- 7) Review and if appropriate approve payment requests, and if necessary resolve discrepancies with Contract and Task Order Payment conditions.
- 8) Revise Task Order requirements or approve Task Order revisions as necessary to meet the objectives of IDEQ.
- 9) Facilitate Annual Lesson Learned and Project Planning meetings.
- 10) Respond to public inquiries and complaints, and identify necessary warranty actions.

## **2.3 Preparing Task Orders**

Task Orders will be initiated when the IDEQ PM or OSCs issue an assignment to the Contractor to develop a Task Order. These assignments will contain a statement of work to be performed, the IDEQ's estimate of costs to perform the work, and a performance schedule. Assignments can be made verbally or in writing. When a work assignment is received, the Contractor will have ten (10) calendar days or another mutually agreed-upon time schedule to prepare a Task Order. This Task Order will be put into the form to be provided by the IDEQ and shall include:

- 1) The detailed scope of work, schedule, and budget arranged in logical work tasks, including a list of all Subcontractors to be used by the Contractor and identification of their project roles.
- 2) A detailed project budget for each major task and subtask, to include:
  - a. Key staff personnel by name and assignment;
  - b. Direct labor (hours per person, rate, and classification);
  - c. Detailed travel expenses;
  - d. Special laboratory testing (unit costs or hourly rates);
  - e. Equipment expenses (rental, hourly, and mileage rates);
  - f. Subcontractors, their SOQs, and their Disclosure of Potential Conflict of Interest;
  - g. Subcontractors' costs (each Subcontractor's budget must also be detailed as above);
  - h. Cost control steps including strategies to maximize cost efficiencies and new approaches to maximize cost effectiveness. An estimate of cost savings must be provided.
- 3) A project schedule listing major tasks, target dates, and deliverables.
- 4) A statement regarding conflicts of interest in performance of Work by the Contractor and proposed Subcontractor(s).

## **2.4 Review and Approval of Task Orders**

The IDEQ will review the scope of work, schedule, staff assignments, and the budget and, at its own discretion, may ask the Contractor to revise either portions of, or all of, the Task Order to its satisfaction.

Each Task Order will be considered a part of the contract once it has been signed by the IDEQ Director or her designee and the Contractor. The final approved Task Order will represent the documentation for the previously agreed upon work, including the cost for each assignment.

## **2.5 Revision of Task Orders**

Revisions may be made to specific Task Orders through issuance of Task Order amendments or letters of modification. Task Order amendments will be used for significant changes in scope, cost, and/or schedule. Amendments will specify the reason for the change and, as appropriate, will include any modified budgets, schedules, scopes of work, or other changes. The IDEQ Director or her designee must approve all Task Order amendments.

The Contractor may request modifications to a Task Order for minor changes to scope, cost, and/or schedule. The request must be made in writing to the Project Manager. The Project Manager must approve modifications prior to implementing the changes in the Task Order.

Amendments or modifications must be approved by the IDEQ Director or her designee or the Project Manager, as appropriate, prior to exceeding the approved Task Order budget. Such amended or modified Task Orders will become part of the contract upon the signing by the IDEQ director or her designee and the Contractor's authorized negotiator.

Changes in Task Orders will not be allowed when such changes would be attributable to Contractor error or delays.

Total percent profit and overhead allowed for any additional costs due to project assignment changes will not exceed the percent profit and overhead identified in the contract and allowed in the original Task Order unless the overall costs vary plus or minus 10 percent of the original costs. If costs are outside this plus or minus 10 percent window, the percent profit and overhead will be adjusted at the standard contract rate.

## **2.6 Reporting Requirements**

The following reports shall be prepared by the Contractor and submitted to the IDEQ for approval:

- 1) Monthly progress reports detailing activities and budget status of each approved Task Order. 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 deliverables (as applicable by Task Order).
- 3) Daily field logs and photographs maintained during oversight activities; copies shall be attached to the corresponding monthly progress reports if requested by the IDEQ.
- 4) Year-End Construction Completion Reports will be completed prior to February 1 of each calendar year.
- 5) Other reports as may be required by the approved IDEQ Task Orders.

### 3 QUALITY ASSURANCE/QUALITY CONTROL

The successful bidder will be required to demonstrate compliance with the requirements of ANSI/ASQ E4-2004 *"Quality Systems for Environmental Data Collection and Environmental Technology Programs-Requirements with Guidance for Use"* after receipt of notice to proceed. ANSIIASQ E42004 is available on the Internet at: <http://www.asq.org/quality-press/display-item/index.html?item=T400E&xv1=76ES T400E> or from other web sites that can be found by performing a search for ANSI/ASQ E4.

Each bidder's proposal shall include a description of the Contractor's experience in implementing a Quality Assurance and Quality Control (QA/QC) program for a similar scope of work to include control of design activities, control of procurement activities, and control of field construction/remediation activities. Each bidder shall also describe their current QC organization, addressing the responsibility and authority of the QC organization within the contractor's organization. This description shall also include the reporting structure of the QC Organization, explaining the lines of authority, to illustrate how the QC organization maintains independence from the pressures of project cost and schedule.

IDEQ reserves the right of access to the Contractor's facilities and records for the purpose of quality assurance evaluation, assessment, surveillance, inspection, and documents or records review. The Contractor shall support IDEQ during evaluations, assessments, surveillance, inspections, and documents or records review and shall not charge IDEQ for the time or materials required to conduct these activities.

## 4 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 distinctly separate documents, the Technical Proposal (4.1) and the Price Proposal (4.2).

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.

### 4.1 Technical Proposal

Technical proposals shall be prepared on standard 8 ½ by 11-inch paper and are limited to one hundred (100) 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 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 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 IDEQ 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 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 shall also be included.
- E. **Management Plans** – This section must be a three part section as identified below.
- a. **Project Management** – This section should include a description of the Contractor's plan to manage all work on this project. Key to this plan is the identification of the primary project managers (recent experience, location, billing rate, etc.) and the staff required to support the project manager. A project organization chart is required. A description of project considerations and problems perceived by the proposer in dealing with the management of work to be done under this contract shall be provided. This section shall include the proposer's approach to planning, organizing, and managing, including approaches to meeting construction schedules. In addition, the Contractor shall identify the staff that would replace the assigned project manager in the event that the assigned project manager can no longer perform his or her duties. The Contractor shall also provide a summary of the management philosophy of their firm. In addition, the proposer should identify the offices (within and outside Idaho) where the team's managerial and technical personnel in support of the IDEQ remedial activity projects will be based.
  - b. **Quality Assurance/Quality Control** – Each bidder's proposal shall include a description of the Contractor's experience in implementing a QA/QC program for a similar scope of work to include control of procurement activities and control of field construction/remediation activities. Each bidder shall also describe their current QA/QC organization. The QA/QC organizational description shall describe the responsibility and authority of the QA/QC organization within the Contractor's organization, including who the QA/QC organization reports to, to assure their independence from the pressures of cost and schedule, pressures that too often tend to mitigate the attainment of the level of quality required.
  - c. **Health and Safety** – Each bidder's proposal shall include a description of the Contractor's experience in implementing a Health and Safety (HS) program for a similar scope of work to the CDA Basin Project remediation. Each bidder shall also describe their current HS organization and experience rates with HS activities. The 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.

- F. **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 amount, the dates that work was performed, where the work was performed, and the identification of the use of Subcontractors. The name and phone number of a knowledgeable contact person should be provided so that IDEQ may contact these people to check past performance records.

IDEQ is most interested in the qualifications of the firm that are directly related to the needs of the CDA Basin Project. To that end, bidders must focus their descriptions in the following areas:

Project Experience:

- Relevant management experience;
- Any environmental/engineering/construction experience within the Bunker Hill Site and the CDA Basin;
- Remedial action at mining sites;
- Description of health and safety programs and an indication of the availability of safety monitoring equipment and personnel protective equipment;
- Construction management, and development of Task Orders for remedial projects; and
- Other areas of expertise with specific waste management technologies or projects applicable to remedial work. These should include:
  - a. Wetlands mitigation;
  - b. Land reclamation;
  - c. Construction of evaporation/transpiration and composite capping projects;
  - d. Extraction and removal of mine waste;
  - e. Construction of stream channel alterations;
  - f. Bridging and reinforced culvert installation;
  - g. Construction of mill tailings facilities and/or mine waste dumps;
  - h. Crushing and screening operations; and
  - i. Revegetation with native species.
  - j. Noxious and Invasive Species Control.

Regulatory Knowledge:

- Federal statutes (CERCLA, SARA, RCRA, TSCA, CWA, SDWA, and associated regulations).
- Idaho environmental statutes related to the above Federal statutes.

Scientific/Technical Knowledge:

Engineering:

Mining; civil; design and construction of soil/clay caps, wetlands, stream channel remediation, tailings facilities, waste dumps, passive and active water treatment facilities, roads; chemical; surveying and mapping; cost estimating; preparing plans and specifications; methods of resource recovery and alternative hazardous substance treatment; construction management including storage, treatment and disposal facilities; gravel crushing operations management; structural; demolition; and construction and surveying for property monument.

Physical/Chemical/Biological Sciences:

Geology/hydrology; soil chemistry/soil mechanics; mine land reclamation; surface water wetlands; geophysical/geotechnical methods; chemistry; biology; toxicology; air quality ?; epidemiology; and botany/forestry/ecology.

Engineering License:

A licensed professional engineer (PE) holding a current license in the state of Idaho will oversee any planning and design activities in connection with the projects proposed in this RFP, when such services require the application of engineering principles and data. Applicable documents will be signed and stamped by a PE who is registered in the State of Idaho.

The bidder must demonstrate that the PE assigned to these activities has experience developing designs, plans and documents to meet EPA minimum standards.

In the event that personnel proposed 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. IDEQ shall have final approval for any personnel substitutions.

- G. **Personnel** – Proposers shall provide a description of relevant expertise of proposed personnel (supervisors and Subcontractors) who shall be available to complete the tasks described in Section 2.1 Scope of Work (above).

Information shall include a description of each individual's or Subcontractor's experience in the areas and activities similar to those described in Section F.

The proposal shall include a list of proposed personnel who are trained to perform site visits and work on uncontrolled hazardous substance sites. Include brief resumes of individuals proposed to supervise the remedial and mitigation activities described in Section F. Resumes must not exceed 3 pages per individual and should be limited to pertinent information that clearly demonstrates the individual's ability to successfully complete each assigned task.

**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 Potentially Responsible Parties associated with mine and smelting wastes in the 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 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 IDEQ determines that conflict of interest is significant and cannot be resolved.

#### **4.2 Price Proposal**

Price proposals must be submitted in a separate envelope within the proposal submittal package 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. State Travel Policy and Procedures may be found at <http://www.sco.idaho.gov/web/sbe/sbweb.nsf/pages/trvlpolicy.htm>.

Appendix C is the price proposal format that must be included in the separate price proposal. The bidder shall provide fully loaded salary rates for all personnel proposed to do the work, including consultants or contractors. Costs for travel and per diem will be reimbursed according to existing state policy. 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. **Fully loaded rates and prices should be based on applicable Davis Bacon Wages. See Appendix E for further information.**

The mark up to be charged to the project is a part of the evaluation process. Include in the price proposal a separate section that gives the markup percentage proposed to be used.

In addition, Appendix C includes a “Base Case” to be completed and submitted in the Price Proposal. This is not meant to be a detailed scope of services. It is meant more to serve as a level of effort assessment to be used to evaluate and rank proposals and costs.

## 5 INSTRUCTIONS FOR PROPOSAL SUBMISSION

### 5.1 Date, Time, Number of Copies

One (1) original and four (4) copies of the technical proposal and one (1) original price proposal must be submitted by **February 10, 2012 4:00 P.M. Mountain Time**.

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

Marcia L. Todd  
Grants/Contracts Officer RFP0915  
Idaho Department of Environmental Quality  
1410 North Orchard  
Boise, ID 83706

### 5.2 Late Proposals

Proposals received after the deadline will not be accepted.

### 5.3 Public Opening of Bids

Sealed bid proposals will be publicly opened on **February 10, 2012 at 4:05 A.M. Mountain Time**. Only the names of the bidders will be identified at the public bid opening.

### 5.4 Bidder Questions and IDEQ Response

The IDEQ 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 e-mailed inquiries postmarked on or before **4:00 p.m. Mountain Time January 23, 2012**. Written 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 Orchard  
Boise, ID 83706

Email: [marcia.todd@deq.idaho.gov](mailto:marcia.todd@deq.idaho.gov)

Phone: 208.373.0286

Fax: 208.373.0315

In addition, IDEQ will host a **Bidders Conference** to answer questions related to the proposal on **January 25, 2012 from 2:00 to 4:00 P.M. Pacific Time** at the **IDEQ Kellogg Program Office, 1005 West McKinley, Kellogg, Idaho**.

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 bidder's that are present. Written responses to all inquiries, including those from the bidder's conference and RFP addendum will be prepared and distributed to potential bidders approximately one week after the bidder's conference. Attendance at the bidder's conference is not required. However, the bidder's conference is the only opportunity to ask questions in person of IDEQ concerning technical aspects of this RFP.

A complete response to comments and questions will be completed and distributed to interested parties by EOB January 31, 2012.

## 6 SELECTION PROCEDURES

### 6.1 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>
Management Plan	100
Experience and Capabilities of the Firm	
Qualifications and experience with construction, construction oversight, and management of construction/remediation projects;	150
Qualifications and experience with the construction, operation, maintenance and closure of repositories, landfills, or disposal cells;	150
Qualifications and experience with health and safety plans and management for large CERCLA projects. Include descriptions at both the corporate and project levels	100
Qualifications and experience with the design, construction, and operations of constructed wetlands.	100
Available Equipment Inventories and operators typical for use in completing the currently described Tasks in the Scope of Work. Including Local Equipment, staging, and maintenance areas.	100
Price Proposal	300
<b>TOTAL</b>	<b>1000</b>

## **6.2 Selection Procedures**

### **6.2.1 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 5).
- 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.

### **6.2.2 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. Each committee member will score the Management Plans, Experience and Capabilities of the Firm described in each proposal based on the Evaluation Criteria listed above. These scores will be averaged before combining with the score for the Price Proposal.

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 IDEQ the successful applicant will be notified of their selection. In addition, unsuccessful candidates will be promptly notified that their proposals were not selected.

### **6.2.3 Price Proposal Evaluation**

Prior to administering the standard formula for price evaluation, where applicable, the Idaho Reciprocal Preference law procedures are applied. Price proposals (Base Case Appendix C) 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)

### **6.3 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 IDEQ Director who then authorizes the Grants/Contracts Officer to proceed with notification. Bidders will receive notification of bid evaluation results by certified mail.

## 7 ADMINISTRATIVE REQUIREMENTS

### 7.1 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.

### 7.2 Contract Term and Payment

The IDEQ expects to award an indefinite delivery/indefinite quantity type contract, a cost-plus contract. However, the IDEQ may wish to use a fixed-fee or firm-fixed-price method in some Task Orders. The contract effective date is expected to be approximately March 1, 2011. The contract is for a period of two (2) years. The contract may be extended, at the IDEQ discretion, for two (2) 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 tasks completed and billed. Payment schedules for any contracts and subsequent Task Orders entered into as a result of this RFP must be mutually agreed upon by the IDEQ and the Contractor.

### 7.3 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.

### 7.4 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.

### 7.5 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.

## **7.6 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 7.3.

## **7.7 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.

## **7.8 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.

## **7.9 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.

### **7.10 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; 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 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.

### **7.11 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.

## **7.12 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 5.4 Bidder Questions and IDEQ Response.

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:**

- 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.

**7.13 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.

**7.14 Transmittals**

Any required transmittals will be included in Task Orders.

**7.15 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.

#### **7.16 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. SPECIAL PROVISIONS**

Are contained in Appendix E of the RFP and will be incorporated as enforceable provisions of the 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 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.

**XIX. EMPLOYMENT**

The CONTRACTOR shall not accept employment from any party other than the DEPARTMENT, or Federal agencies, for work directly related to the Site (services) covered under this CONTRACT for a period of three (3) years from termination of the CONTRACT, or until any litigation related to the Site is completed, whichever is longer, unless it has received written release of this restriction from the DEPARTMENT.

**XX. SEVERABILITY**

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

**XXI. NON-WAIVER OF BREACH**

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

**XXII. LICENSES**

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

**XXIII. CLEAN AIR AND CLEAN WATER ACTS**

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

**XXIV. GOVERNED BY THE LAWS OF THE STATE OF IDAHO**

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

**XXV. NOTICE OF CONTRACT EFFECTIVENESS**

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

CONTRACTING OFFICER of the DEPARTMENT and the arrival of the effective date of this Contract. CONTRACTOR'S Initials \_\_\_\_\_ Date

## **XXVI. CERTIFICATION REGARDING LOBBYING**

The CONTRACTOR certifies that:

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

## **XXVII. 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.

\_\_\_\_\_





## BASE CASE FOR PRICE PROPOSAL

Each repository has an ICP stockpile area where waste was previously deposited. The Contractor is to pick up 1000 cubic yards of this waste, transport it 1/10 of a mile, place and compact it in the active repository.

The total cost for completing this task would be: \_\_\_\_\_

**APPENDIX D  
BID PROPOSAL CHECKLIST**

**BID PROPOSAL CONTENTS**

**LOCATION IN BID  
PROPOSAL**

**Technical Proposal**

Transmittal Letter	
Cover Page	
Table of Contents	
Business Organization	
Management Plan	
Experience and Capabilities	
Personnel	
Disclosure of Potential Conflict of Interest by Contractor	
Appendix B: Certification Regarding Debarment	

**Price Proposal**

Appendix C: Price Proposal	
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APPENDIX E

DAVIS BACON INFORMATION

**Davis-Bacon and Related Acts**  
**([40 USC §276a](#); [29 CFR Parts 1, 3, 5, 6 and 7](#))**

## Who is Covered

The Davis-Bacon and Related Acts (DBRA) are administered by the Wage and Hour Division. These Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works.

## Basic Provisions/Requirements

The Davis-Bacon Act requires that all contractors and subcontractors performing on federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses must be included in covered contracts.

Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department.

Contractors and subcontractors on prime contracts in excess of \$100,000 are required, pursuant to the Contract Work Hours and Safety Standards Act, to pay employees one and one-half times their basic rates of pay for all hours over 40 worked on covered contract work in a workweek. Covered contractors and subcontractors are also required to pay employees weekly and to submit weekly certified payroll records to the contracting agency.

## Employee Rights

The Davis-Bacon and Related Acts provide laborers and mechanics on covered federally financed or assisted construction contracts the right to receive at least the locally prevailing wage rate and fringe benefits, as determined by the Department of Labor, for the type of work performed. The [Wage and Hour Division](#) and respective federal contracting agencies accept complaints of alleged Davis-Bacon violations.

## Recordkeeping, Reporting, Notices and Posters

### Notices and Posters

Every employer performing work covered by the labor standards of the DBRA must post the WH-1321 "[Employee Rights Under the Davis-Bacon Act](#)" poster at the site of the work in a prominent and

accessible place where it may be easily seen by employees. There is no particular size requirement. The wage determination must be similarly posted.

## Recordkeeping

Under the DBRA, covered contractors must maintain payroll and basic records for all laborers and mechanics during the course of the work and for a period of three years thereafter. Records to be maintained include:

- Name, address, and Social Security number of each employee
- Each employee's work classifications
- Hourly rates of pay, including rates of contributions or costs anticipated for fringe benefits or their cash equivalents
- Daily and weekly numbers of hours worked
- Deductions made
- Actual wages paid
- If applicable, detailed information regarding various fringe benefit plans and programs, including records that show that the plan or program has been communicated in writing to the laborers and mechanics affected
- If applicable, detailed information regarding approved apprenticeship or trainee programs

Some of the records required to be kept under the law are also required under the Fair Labor Standards Act. See Wage and Hour Division [Fact sheet #21: Recordkeeping Requirements under the Fair Labor Standards Act \(FLSA\)](#).

## Reporting

Each covered contractor and subcontractor must, on a weekly basis, provide the federal agency a copy of all payrolls providing the information listed above under "Recordkeeping" for the preceding weekly payroll period. Each payroll submitted must be accompanied by a "Statement of Compliance." The contractor, subcontractor or the authorized officer or employee of the contractor or subcontractor who supervises the payment of wages must sign the weekly statement. Statements of Compliance are to be made on the form [WH-347 "Payroll \(For Contractors Optional Use\)"](#) or on any form with identical wording. This must be completed within seven days after the regular pay date for the pay period.

Contractors may also be asked to submit, via survey, wage data that may be used by the Wage and Hour Division to determine the locally prevailing wage rates that will apply to workers on Davis-Bacon and DBRA-covered projects. The submission of wage data is encouraged, but voluntary. Contractors and others may use the [WD-10 Form, Report of Construction Contractor's Wage Rates](#).

## Penalties/Sanctions

Contractors or subcontractors found to have disregarded their obligations to employees, or to have committed aggravated or willful violations while performing work on Davis-Bacon covered projects, may be subject to contract termination and debarment from future contracts for up to three years. In addition, contract payments may be withheld in sufficient amounts to satisfy liabilities for unpaid

wages and liquidated damages that result from overtime violations of the Contract Work Hours and Safety Standards Act (CWHSSA).

Contractors and subcontractors may challenge determinations of violations and debarment before an Administrative Law Judge. Contractors and subcontractors may appeal decisions by Administrative Law Judge's with the Department's Administrative Review Board. Final Board determinations on violations may be appealed to and are enforceable through the federal courts.

Falsification of certified payroll records or the required kickback of wages may subject a contractor or subcontractor to civil or criminal prosecution, the penalty for which may be fines and/or imprisonment.

## **Relation to State, Local, and Other Federal Laws**

Since 1931, Congress has extended the Davis-Bacon prevailing wage requirements to some 60 related Acts which provide federal assistance for construction through loans, grants, loan guarantees, and insurance. These Acts include by reference the requirements for payment of the prevailing wages in accordance with the Davis-Bacon Act. Examples of the related Acts are the American Recovery and Reinvestment Act of 2009, the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.

The [Copeland "Anti-Kickback" Act](#) prohibits contractors from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment, and requires contractors to submit a weekly statement of the wages paid to each employee performing DBRA covered work.

Contractors on projects subject to DBRA labor standards may also be subject to additional prevailing wage and overtime pay requirements under State and local laws. Also, overtime work pay requirements under CWHSSA and the [Fair Labor Standards Act](#) may apply.

## **Compliance Assistance Available**

The Department of Labor provides employers, workers, and others with clear and easy-to-access information and assistance on how to comply with the Davis-Bacon and Related Acts, such as the [DBRA Forms page](#). Other compliance assistance related to the Act — including the [Davis-Bacon and Related Acts \(DBRA\) Web Page](#) and regulatory and interpretive materials — is available on the [Compliance Assistance "By Law"](#) Web page. Also, the [Wage Determinations OnLine](#) (WDOL) Web site provides a single location for federal contracting officers to obtain Davis-Bacon wage determinations for use in covered contracts. The WDOL Web site library provides a variety of links that relate to compliance with the prevailing wage laws that apply to federal and federally assisted contracts.

General Decision Number: ID100012 12/23/2011 ID12

Superseded General Decision Number: ID20080012

State: Idaho

Construction Type: Heavy

Counties: Adams, Bear Lake, Benewah, Bingham, Blaine, Boise, Bonner, Bonneville, Boundary, Butte, Camas, Caribou, Cassia, Clark, Clearwater, Custer, Elmore, Franklin, Fremont, Gem, Gooding, Idaho, Jefferson, Jerome, Kootenai, Latah, Lemhi, Lewis, Lincoln, Madison, Minidoka, Nez Perce, Oneida, Owyhee, Payette, Power, Shoshone, Teton, Twin Falls, Valley and Washington Counties in Idaho.

HEAVY CONSTRUCTION PROJECTS

Superseeds General Decision ID020030001

Modification Number	Publication Date
0	03/12/2010
1	04/16/2010
2	06/04/2010
3	07/30/2010
4	09/03/2010
5	09/24/2010
6	10/15/2010
7	11/26/2010
8	12/24/2010
9	02/04/2011
10	05/20/2011
11	06/17/2011
12	06/24/2011
13	10/07/2011
14	10/28/2011
15	11/18/2011
16	12/23/2011

CARP0001-010 06/01/2011

BENEWAH, BONNER, BOUNDARY, CLEARWATER, IDAHO (NORTH OF THE 46TH PARALLEL), KOOTENAI, LATAH, LEWIS, NEZ PERCE AND SHOSHONE COUNTIES

	Rates	Fringes
CARPENTER (Including Cement Form Work).....	\$ 26.06	11.84
ZONE PAY:		
ZONE 1	0-40 MILES	FREE
ZONE 2	41-65 MILES	\$2.25/PER HOUR
ZONE 3	66-100 MILES	\$3.25/PER HOUR
ZONE 4	OVER 100 MILES	\$4.75/PER HOUR

DISPATCH POINTS:

PASCO (515 N. Neel Street) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

SPOKANE (127 E. AUGUSTA AVE.) or Main Post Office of established residence of employee.

WENATCHEE (27 N. CHELAN) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

COEUR D' ALENE (1839 N. GOVERNMENT WAY) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

MOSCOW (302 N. JACKSON) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

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 CARP0808-004 01/01/2011

ADAMS, BEAR LAKE, BINGHAM, BOISE, BUTTE, BONNEVILLE, CAMAS, CARIBOU, CASSIA, CLARK, CUSTER, ELMORE, FRANKLIN, FREMONT, GEM, GOODING, IDAHO (SOUTH OF THE 46TH PARALLEL), JEFFERSON, JEROME, LEMHI, LINCOLN, MADISON, MINIDOKA, ONEIDA, OWYHEE, PAYETTE, POWER, TETON, TWIN FALLS, VALLEY AND WASHINGTON COUNTIES

ZONE 1

	Rates	Fringes
CARPENTER (Including Cement Form Work).....	\$ 26.57	10.24

ZONE PAY:

- ZONE 1        0-30 MILES: FREE
- ZONE 2        MORE THAN 30-60 MILES: \$2.00/PER HOUR
- ZONE 3        MORE THAN 60 MILES: \$3.00/PER HOUR

If a project is located in more than one zone the lower zone rate shall apply

ZONES SHALL BE MEASURED FROM THE THE FOLLOWING U.S. POST OFFICES:

- BOISE: 304 N. 8TH STREET
- TWIN FALLS: 253 2ND AVE. WEST
- POCATELLO: CLARK STREET
- IDAHO FALLS: 875 NORTH CAPITAL AVE.

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 \* ELEC0073-007 08/22/2011

IDAHO (SOUTH OF THE 46TH PARALLEL) COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 31.48	14.84
ELECTRICIAN.....	\$ 28.62	14.84

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\* ELEC0073-008 08/22/2011

BENEWAH, BONNER, BOUNDARY, CLEARWATER, IDAHO (NORTH OF THE 46TH PARALLEL), KOOTENAI, LATAH, LEWIS, NEZ PERCE AND SHOSHONE COUNTIES

	Rates	Fringes
Cable Splicer.....	\$ 31.48	14.84
ELECTRICIAN.....	\$ 28.62	14.84

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ELEC0291-007 06/01/2010

ADAMS, BOISE, ELMORE, GEM, PAYETTE, VALLEY AND WASHINGTON COUNTIES

	Rates	Fringes
CABLE SPLICER		
Adams, Valley and Washington Counties.....	\$ 35.79	3%+\$10.00
Boise, Elmore, Gem and Payette Counties.....	\$ 32.50	3%+\$10.00
ELECTRICIAN		
Adams, Valley and Washington Counties.....	\$ 32.54	3%+\$10.00
Boise, Elmore, Gem and Payette Counties.....	\$ 29.81	3%+\$10.62

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ELEC0449-001 06/01/2011

BEAR LAKE, BINGHAM, BONNEVILLE, BUTTE, CARIBOU, CLARK, CUSTER, FRANKLIN, FREMONT, JEFFERSON, LEMHI, MADISON, ONEIDA, POWER AND TETON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 26.80	11.97

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ELEC0449-006 06/01/2011

BLAINE, CAMAS, CASSIA, GOODING, JEROME, LINCOLN, MINIDOKA AND TWIN FALLS COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 22.75	10.65

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ENGI0370-013 01/01/2010

ADAMS, BEAR LAKE, BINGHAM, BLAINE, BOISE, BONNEVILLE, BUTTE, CARIBOU, CASSIA, CLARK, CUSTER, ELMORE, FRANKLIN, FREMONT, GEM, GOODING, IDAHO (SOUTH OF THE 46TH PARALLEL), JEFFERSON, JEROME, LEMHI, LINCOLN, MADISON, MINIDOKA, ONEIDA, OWYHEE, PAYETTE, POWER, TETON, TWIN FALLS, VALLEY AND WASHINGTON COUNTIES

ZONE 1

(Anyone working on HAZMAT jobs working with supplied air shall receive \$1.00 per hour above classification)

	Rates	Fringes
Power equipment operator - bulldozer		
Including all attachments...\$	25.59	9.60
Power equipment operator - crane		
Over 50 tons.....\$	25.96	9.60
Tower Crane Operator.....\$	25.96	9.60
Up to and including 50 tons.\$	25.59	9.60
Power equipment operator - oiler.....\$	24.57	9.60
Power equipment operator - scraper		
ALL SCRAPERS UP TO AND INCLUDING 40 YARDS.....\$	25.59	9.60
All scrapers, pulling wagons, belly dumps and attachments, over 40 yards to and including 60 yards...\$	25.31	9.60
Euclid and similar, pulling wagons, belly dumps and attachments, over 60 yards to and including 80 yards.....\$	25.96	9.60
Euclid and similar, pulling wagons, belly dumps and attachments, over 80 yards to and including 100 yards.....\$	26.42	9.60
Euclids and similar, pulling wagons, belly dumps and attachments, over 100 yards.....\$	26.67	9.60

ZONE PAY:

- ZONE 1      0-30 MILES: FREE
- ZONE 2      MORE THAN 30-60 MILES: \$2.00/PER HOUR
- ZONE 3      MORE THAN 60 MILES: \$3.00/PER HOUR

If a project is located in more than one zone the lower zone rate shall apply

ZONES SHALL BE MEASURED FROM THE THE FOLLOWING U.S. POST OFFICES:

- BOISE: 304 N. 8TH STREET
- TWIN FALLS: 253 2ND AVE. WEST
- POCATELLO: CLARK STREET
- IDAHO FALLS: 875 NORTH CAPITAL AVE.

BOOM PAY: All Cranes and Concrete Pump Boom Trucks

100 ft to 150 ft           \$.15 over scale  
 150 ft to 200 ft           \$.30 over scale  
 Over 200 ft               \$.45 over scale

NOTE: When the crane operator receives additional pay for long boom, the Oiler Shall also receive such additional pay. In computing the length of the boom on Tower Cranes, they shall be measured from the base of the tower to the point of the boom.

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 ENGI0370-014 06/01/2010

BENEWAH, BONNER, BOUNDARY, CLEARWATER, IDAHO (NORTH OF THE 46TH PARALLEL), KOOTENAI, LATAH, LEWIS, NEZ PERCE AND SHOSHONE COUNTIES

ZONE 1: (Anyone working on HAZMAT jobs working with supplied air shall receive \$1.00 per hour above classification)

	Rates	Fringes
Power equipment operator - bulldozer		
(D-6 & equilvalent and over).....	\$ 25.79	11.55
(To D-6 or equivalent).....	\$ 25.19	11.55
Power equipment operator - crane		
25 TONS AND UNDER (ALL ATTACHMENTS INCLUDING CLAMSHELL, DRAGLINE).....	\$ 25.51	11.55
85 TONS AND OVER, AND ALL CLIMBING, OVERHEAD, RAIL AND TOWER.....	\$ 27.16	11.55
OVER 25 TONS UP TO AND INCLUDING 45 TONS (ALL ATTACHMENTS INCLUDING CLAMSHELL, DRAGLINE).....	\$ 25.79	11.55
OVER 45 TONS TO BUT NOT INCLUDING 85 TONS (ALL ATTACHMENTS INCLUDING CLAMSHELL, DRAGLINE).....	\$ 26.06	11.55
Power equipment operator - oiler.....	\$ 25.35	11.55
Power equipment operator - scraper		
(All, Rubber-Tired).....	\$ 25.79	11.55
(Multiple engine with three or scrapers).....	\$ 26.06	11.55

Zone Differential (Add to Zone 1 rate): Zone 2- \$2.00

BASE POINTS: Spokane, Pasco, Washington; Lewiston, Idaho

Zone 1: Within 45 radius miles from the main post office  
 Zone 2: Outside 45 radius miles from the main post office

BOOM PAY: (All Cranes, including Tower)

180' to 250'                 \$.50 over scale  
 Over 250'                   \$.80 over scale

NOTE: In computing the length of the boom on Tower Cranes,  
 they shall be measured from the base of the Tower to the  
 point of the boom.

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 IRON0014-009 07/01/2010

ADAMS (REMAINDER OF COUNTY), IDAHO (SOUTH OF THE 46TH  
 PARALLEL), LEMHI (NORTHWEST CORNER), VALLEY (NORTHEASTERN 1/3)  
 AND WASHINGTON (NORTHWESTERN 1/2) COUNTIES

	Rates	Fringes
Ironworkers: Rebar, Structural, Fence Erector.....	\$ 31.09	19.60

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 IRON0014-010 07/01/2010

BENEWAH, BONNER, BOUNDARY, CLEARWATER, IDAHO (NORTH OF THE 46TH  
 PARALLEL), KOOTENAI, LATAH, LEWIS, NEZ PERCE AND SHOSHONE

	Rates	Fringes
Ironworkers: Rebar, Structural, Fence Erector.....	\$ 31.09	19.60

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 IRON0732-005 06/01/2010

ADAMS (EAST CORNER), BEAR LAKE, BINGHAM, BLAINE, BOISE, BUTTE,  
 BONNEVILLE, CAMAS, CARIBOU, CASSIA, CLARK, CLUSTER, ELMORE,  
 FRANKLIN, FREMONT, GEM, GOODING, JEFFERSON, JEROME, LINCOLM,  
 LEMHI (REMAINDER OF COUNTY), MADISON, MINIDOKA, ONEIDA, OWYHEE,  
 PAYETTE, POWER, TETON, TWIN FALLS, VALLEY (SOUTHEAST 2/3), AND  
 WASHINGTON (SOUTHEAST 1/2) COUNTIES

	Rates	Fringes
Ironworkers: Rebar, Structural, Fence Erector.....	\$ 26.00	14.70

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 LABO0155-003 01/01/2011

ADAMS, BEAR LAKE, BINGHAM, BLAINE, BOISE, BONNEVILLE, BUTTE,  
 CAMAS, CARIBOU, CASSIA, CLARK, CUSTER, ELMORE, FRANKLIN,  
 FREMONT, GEM, GOODING, IDAHO (SOUTH OF THE 46TH PARALLEL),  
 JEFFERSON, JEROME, LEMHI, LINCOLN, MADISON, MINIDOKA, ONEIDA,  
 OWYHEE, PAYETTE, POWER, TETON, TWIN FALLS, VALLEY AND  
 WASHINGTON COUNTIES

ZONE 1 (Anyone working on HAZMAT jobs working with supplied air  
 shall receive \$1.00 per hour above classification)

	Rates	Fringes
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Laborer: General/Cleanup.....\$ 23.88 11.05

ZONE PAY:

ZONE 1 0-30 MILES: FREE  
 ZONE 2 MORE THAN 30-60 MILES: \$2.00/PER HOUR  
 ZONE 3 MORE THAN 60 MILES: \$3.00/PER HOUR

If a project is located in more than one zone the lower zone rate shall apply

ZONES SHALL BE MEASURED FROM THE THE FOLLOWING U.S. POST OFFICES:

BOISE: 304 N. 8TH STREET  
 TWIN FALLS: 253 2ND AVE. WEST  
 POCATELLO: CLARK STREET  
 IDAHO FALLS: 875 NORTH CAPITAL AVE.

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 LABO0238-013 06/01/2011

BENEWAH, BONNER, BOUNDARY, CLEARWATER, IDAHO (NORTH OF THE 46TH PARALLEL), KOOTENAI, LATAH, LEWIS, NEZ PERCE AND SHOSHONE COUNTIES

ZONE 1

	Rates	Fringes
Laborer: General/Cleanup.....	\$ 23.38	10.00

Zone Differential (Add to Zone 1 rates): Zone 2 - \$2.00

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.  
 Zone 2: 45 radius miles and over from the main post office

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 SUID2003-007 09/03/2003

	Rates	Fringes
Cement Mason/Finisher.....	\$ 20.22	7.98
LABORER: Tamper.....	\$ 8.00	2.84
Pipe layer.....	\$ 14.26	0.00
Power equipment operator - backhoe.....	\$ 18.96	4.42
Power Equipment Operator (Gradall).....	\$ 22.84	3.62
Power Equipment Operator (Loader).....	\$ 21.33	3.43
Power Equipment Operator Excavator.....	\$ 20.24	0.00

TRUCK DRIVER (6 Axle Dump).....	\$ 24.70	3.90
Truck Driver, Dump.....	\$ 17.82	0.00
TRUCK DRIVER: Water Truck.....	\$ 20.89	4.06

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates

the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

APPENDIX F  
SIGNATURE PAGE

SIGNATURE PAGE

This RFP response is submitted in accordance with all documents and provisions of RFP0915 Technical and Remedial Activities in the Coeur d'Alene Basin.

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