



STATE OF IDAHO

DEPARTMENT OF ADMINISTRATION FOR THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY

**REQUEST FOR PROPOSAL (RFP)
RFP02489**

Technical Assistance for the Waste Management and Remediation Division

**RFP Release Date: October 5, 2012
Proposal Due Date: November 16, 2012**

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1.0 GENERAL INFORMATION

1.1 Purpose of this Request for Proposal

The Idaho Department of Environmental Quality (DEQ), through this Request for Proposal (RFP), is seeking qualified Contractors to provide technical assistance to the DEQ Waste Management and Remediation Division for site assessment, risk evaluation, remedial alternative evaluation, design, costing and remediation of petroleum, hazardous substance, hazardous waste, and mine sites, response program development and support. DEQ expects to award indefinite-delivery/indefinite-quantity type of contract to no more than four firms.

1.2 Background Information

Clean groundwater is of special importance to DEQ. Groundwater resources in Idaho supply 95% of the state's drinking water and 34% of its irrigation and industrial water supplies. Consequently, spills and leaks of chemical contaminants into the subsurface are of great concern because many contaminants do not easily decompose or biodegrade and may create environmental, public health, safety and aesthetics and social problems. Soil and groundwater contaminants often remain a hazard or nuisance until contaminant levels are removed or treated to concentrations below acceptable levels.

Idaho's Response and Remediation programs, including but not limited to, the leaking underground storage tank (LUST), Voluntary Cleanup (VCP), Brownfields, Mine, Solid Waste and Hazardous Waste Programs, are managed by DEQ. DEQ, may at times not be fully equipped to respond to all issues associated with contaminant releases of petroleum products from underground storage tanks, chemical spills, hazardous waste sites, or mine sites and will occasionally contract for technical assistance. For example, when a contaminant spill or leak into the soil and/or groundwater is suspected or known, the extent of contamination must be determined, a risk-based evaluation must be performed, a proposal for active remediation may be required within weeks, and active remediation may be needed. Or, as part of the Response Program, DEQ's Brownfields Program is tasked with assisting local government agencies, quasi-governmental agencies, and non-profit organizations with Site Specific Assessments, which may include Phase I and Phase II Environmental Site Assessments, a Risk Evaluation and/or Proposed Remediation Plans. Mine sites may require review of sampling and monitoring plans or other technical reports that support new mines, contamination events, or closure activities. Contracting on a project-by-project basis for these time-critical activities typically require several months of contract advertisement and negotiations. Therefore, DEQ wishes to secure qualified firms which will provide a quick and timely response to such problems and otherwise provide expertise which may not be readily available within DEQ.

2.0 SCOPE OF WORK

2.1 Activities funded under this Request for Proposals

This RFP is to provide technical assistance (engineering and scientific consultation) to DEQ's Remediation Programs in responding to specific sites DEQ has determined warrant assessment, investigation, risk evaluation and/or remediation to address potential environmental and human health risks as well as improving and increasing the programs general capacity to respond to contamination events. Other technical assistance may be requested; for example, providing statistical analysis, programming, or database development support activities.

Assessments, investigations, risk evaluations, remediation and monitoring projects concerning hazardous substance, hazardous waste and mine sites will be funded through the Waste Management and Remediation Division. The LUST Trust Cost Recovery Account and other LUST program funds will be utilized by the DEQ to finance assessments, investigations, risk evaluations and corrective actions associated with suspected LUST petroleum and petroleum product leaks. The Response Program will be utilized by the DEQ to finance assessments, investigations, risk evaluations, and corrective action plan development and/or implementation at Brownfield sites with potential or actual petroleum or hazardous and deleterious materials (as defined by DEQ's Water Quality Standards) contamination.

DEQ may take action under this RFP at LUST, hazardous substance, hazardous waste, Brownfield, solid waste, and mine sites where identified responsible party(ies) 1) cannot be identified, 2) has insufficient resources, or 3) refuses to comply with an administrative order to perform corrective actions, or, in the case of Brownfield's, at the request of local governments, quasi-governmental agencies, or non-profit organizations. Situations requiring prompt action (emergencies) to protect human health and safety and the environment may also be performed under this RFP. The following are examples of the types of projects that would typically be completed under this RFP:

1. Excavating and removing underground storage tank systems and performance of a site assessment to evaluate petroleum contamination associated with the tank system, including subsurface investigations for detection of petroleum constituents in soil, soil vapor and groundwater. Surface and subsurface investigations would include but are not limited to soil gas surveys, vapor intrusion studies, drilling projects for soil borings and monitoring well installations, and collection of soil, soil vapor, ambient air and groundwater samples using direct push or other appropriate technology.
2. Conducting soil (surface and subsurface), soil vapor and groundwater sampling and analysis for hazardous or deleterious materials in the environment. Sampling and analysis must be performed in accordance with EPA sampling guidelines, analytical protocols and methods. Surface

and subsurface investigations would include but are not limited to soil gas surveys, vapor intrusion studies, drilling projects for soil borings and monitoring well installations, and collection of soil, soil vapor, ambient air and groundwater samples using direct push or other appropriate technology.

3. Performing Phase I Site Assessments that are compliant with both ASTM (ASTM Standard E 1527-05) and EPA All Appropriate Inquiry (AAI) regulations (All Appropriate Inquiries Final Rule at 40 CFR Part 312).
4. Performing ASTM standard compliant Phase II Site Assessments (ASTM Standard E 1903-97 [2011]) at sites where petroleum contamination or hazardous and deleterious materials have been detected.
5. Handling, sampling, and management of investigation derived waste.
6. Evaluating human health risks presented by petroleum contamination or hazardous and deleterious materials at a site using DEQ's Risk Evaluation Manual (most current version), the Idaho Risk Evaluation Manual for Petroleum Releases, or another DEQ-approved risk evaluation method.
7. Conducting an Analysis of Brownfields Cleanup Alternatives (ABCA) according to EPA guidelines and providing estimates of associated costs.
8. Proposing and implementing Remediation Plans to address risks to human health and safety and the environment resulting from petroleum or hazardous and deleterious materials at the site. Such Remediation Plans may utilize techniques including but not limited to:
 - Soil excavation with off-site or on-site treatment, i.e. thermal desorption, soil washing, etc;
 - Soil excavation and land farming;
 - Soil vapor extraction;
 - Groundwater pump and treat remediation;
 - Vapor extraction and air sparging;
 - Bioremediation technology for treatment of soil and/or groundwater;
 - Indoor air mitigation and abatement; and
 - Soil repository design
9. Proposing and implementing operations and maintenance plans for remedial actions and any required monitoring for long term stewardship.
10. Designing and installing alternative water supplies to residences whose domestic water system has been contaminated by petroleum hydrocarbons from leaking underground storage tanks, or releases of hazardous chemical

contaminants.

11. Development of Quality Assurance Project Plans for all environmental data collection activities compliant with DEQ Quality Management System requirements and related EPA Guidance documents.
12. Preparing site investigation reports, remedial action reports or other reports (e.g., monthly progress reports by task orders), as necessary,
13. Proposing and implementing plans for decommissioning and demobilization of remedial action systems.
14. Characterizing and disposing of, on an emergency basis, unknown substances, hazardous substances or materials and hazardous waste. Response to such incidents may include hazard assessments, field “HazCat” characterization, sampling for RCRA characterization and disposal purposes, packaging, transportation to a staging location, and coordination of ultimate disposal of the materials.

2.2 Project Management

DEQ will designate a Project Manager for the work assignments. The successful Contractor(s) will work under the direction of the DEQ Project Manager who will:

1. Develop work assignments in conjunction with the Contractor(s);
2. Review and comment on work plans, quality assurance project plans, risk evaluations, reports, and other documents submitted to DEQ by the Contractor(s) and make recommendations for approval;
3. Track and evaluate the progress against contractual commitments;
4. Review project deliverables or work products submitted by the Contractor(s);
5. Assist the Contractor(s) in gathering information; and
6. Review Contractor(s) payment requests and make recommendations for payment and task order closure.

2.3 Preparation of Work Plans

Projects must be initiated by/through a work assignment to the Contractor. These work assignments must contain a statement of work to be performed, a performance schedule, and a request to develop a work plan. This work plan must include:

1. Scope of work arranged in logical work tasks, including all subcontractors to be used by the Contractor and identification of their project roles, and Green Remediation Requirements, where applicable, whereby the Contractor will follow the Green Remediation objectives outlined in the EPA Region 10 Clean and Green Policy by implementing, where practical, the cleanup practices encouraged by the Policy.
2. A detailed project budget for each major task and subtask, to include estimates of:
 - Key staff personnel by name and assignment.
 - Direct labor (hours per person and rate).
 - Estimated travel expenses.
 - Analytical or Special testing (unit costs or hourly rates).
 - Equipment expenses (rental, hourly and mileage rates).
 - Subcontractors' costs (each subcontractor budget must also be detailed as above).
3. A time-phased project schedule listing major tasks, target dates and delivery of work products.

2.4 Review and Approval of Work Plans

DEQ will review the scope of work, schedule, staff assignments, and the budget and, at its own discretion, may ask the contractor(s) to revise either portions of or the entire work plan to its satisfaction. Each work plan will be incorporated into a task order and will be considered a part of the contract once it is signed by the authorized representative of DEQ and the contractor's authorized representative.

2.5 Revision of Work Assignments/Work Plans

Changes may be made in specific tasks through issuance of task order modifications through an amendment. Such task order amendments must specify the reason for the change and, as appropriate, include any modified budgets, schedules, scope of work, or other changes. Such amended task orders will become part of the contract upon the signing of the DEQ representatives and the Contractor's authorized representative. Changes in task orders will not be allowed when such changes are attributable to Contractor error or delays. Total percent profit and overhead allowed in any additional costs due to project assignment changes must not exceed the percent profit and overhead identified and allowed in the original work assignment.

2.6 Reporting Requirements

The following reports shall be prepared by the Contractor(s) and submitted to DEQ for approval:

1. Progress reports on a frequency to be specified by DEQ;
2. Draft and final project reports (as applicable by work assignment); and
3. Other deliverables (such as Quality Assurance Project Plans [QAPP's], Health and Safety Plans [HASP's], or Hazardous Waste Generator reports) as may be required by DEQ.
4. The Contractor (as applicable by work assignment) must submit to DEQ a report (using Green Remediation Reporting Template provided by DEQ) summarizing the cost differentials and environmental benefits associated with implementing this Policy.

3.0 QUALITY ASSURANCE/QUALITY CONTROL

3.1 DEQ Standards

In support of the agency mission, DEQ is dedicated to using and providing objective, correct, reliable, and understandable information. Decisions made by the DEQ are subject to public review and may, at times, be subjected to rigorous scrutiny. It is, therefore, the goal of DEQ to ensure that all decisions are based on data of known and acceptable quality.

To assure that data and results from investigations, risk evaluation, and remediation activities will be of the appropriate quality, the Contractor must include quality assurance and quality control (QA/QC) activities in their scope of work. Prior to investigation or evaluation data collection, or remediation activities, a Quality Assurance Project Plan (QAPP) and Health and Safety Plans (HASP) shall be developed for each specific task or project. The QAPP integrates the appropriate technical and quality aspects of a project, including planning, implementation, and assessment. The purpose of the QAPP is to document planning results, data collection activities or remediation activities, and to provide a project-specific "blueprint" for obtaining the type, quantity, and quality of data needed for a specific decision or use. The QAPP documents how quality assurance (QA) and quality control (QC) are applied to the task or project, or some aspect of a project, to assure that the results obtained are of the type, quantity, and quality needed and expected.

The Contractor's QAPP's shall be developed in accordance with the requirements of USEPA QA/R-5, *EPA Quality Requirements for Quality Assurance Project Plans* (EPA/240/B-01/003 dated March 2001) using the additional guidance contained in USEPA QA/G-5, *EPA Guidance for Quality Assurance Project Plans* (EPA/240/R-02/009 dated December 2002). Copies of these requirements and guidance documents

can be downloaded or printed from this web site:

http://www.epa.gov/quality/qa_docs.html

The Contractor shall submit each QAPP to DEQ for approval and signature prior to implementation. Task or project work activities shall not commence until the Contractor's QAPP for the specific task or project has been approved in writing by the DEQ Project Manager.

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be maintained in an acceptable form approved by DEQ.

DEQ will notify the Contractor of any detected noncompliance with quality requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, DEQ may issue an order stopping all or part of the work; and/or may withhold a portion of pending progress payments for non-conformance, until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor. Conversely, the Contractor shall immediately notify DEQ of any Contractor identified noncompliance with quality requirements.

DEQ reserves for itself (or our agents) the right of access to the Contractor's facilities, records, documentation, and work areas, including those of the Contractor's subcontractors and suppliers, for the purpose of quality assurance or quality control inspection, test, witness, audit, surveillance, review, or evaluation of items, work activities, documentation, records, or processes. This right of access is reserved to be announced or unannounced.

4.0 INSTRUCTION FOR PREPARATION OF PROPOSALS

4.1 General Instructions

Each proposer submittal shall be in the format outlined in this section. Each section of the proposal shall be clearly identified with appropriate headings. **Failure to follow these instructions will cause disqualification.** The DEQ recommends that proposers pay close attention to these instructions. Note: for a Request for Proposal we use "proposer" rather than "bidder" or "offeror".

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

4.2 Details for Preparation of a Program Proposal

All proposals must be divided into two distinct and separate parts, a **technical proposal** and a **cost proposal**, submitted together in the same package.

Each section of the proposal must be clearly identified with appropriate headings. Failure to follow these instructions may cause disqualification. The proposal should be designed to develop an understanding of the proposer's competency and expertise in meeting the requirements of this request. Proposals should be prepared simply and economically, providing a straightforward, concise description of the capabilities of the vendor. Emphasis should be on completeness and clarity of content.

The proposer must ensure that adequate and accurate responses are provided. It is the responsibility of the proposing vendor to provide complete answers to each requirement even if that results in redundant, duplicated material within the proposal. The evaluators are not required to search for the answers in other sections of the proposal.

Response to Work Described. Each portion of the work described in this RFP has an evaluation code assigned as follows:

(M) Mandatory Specification – failure to comply with any mandatory specification will render the proposal non-responsive and no further evaluation will occur. Proposer is required to respond to this specification with a statement outlining their understanding and how they will comply.

(E) Evaluated Specification – a response is desired. If not available, respond with “Not Available” or other response that identifies Proposer’s ability or inability to supply the item or service. Failure to respond will result in zero points awarded for this item.

(ME) Mandatory and Evaluated Specification – failure to comply will render the proposal non-responsive and no further evaluation will occur. Proposer is required to respond to this specification with a statement outlining its understanding and how it will comply. Points will be awarded based on predetermined criteria.

4.3 Technical Proposal (ME)

Technical proposals shall be prepared on standard 8 ½ by 11-inch paper and is limited to twenty (20) typed one-sided pages, exclusive of appendices and resumes. There should be no unnecessary attachments, enclosures, or exhibits. Attachments, spreadsheets or exhibits may be larger than 8 ½ x 11-inch sizes if needed. Resumes must not exceed three (3) pages per individual and should be limited to pertinent information that clearly demonstrates the individual’s ability to successfully complete each assigned task.

The technical proposal shall include the following information in the order presented below. Proposers must follow the specific order of the outline and must 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.

4.3.1 Transmittal Letter (M) All proposals must include a transmittal letter on official letterhead of the proposer, with name, mailing address, telephone number and FAX number of the proposer'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 proposer to the work proposed must sign the transmittal letter.

In addition, the transmittal letter must include:

- 4.3.1.1 Identification of the proposer's corporate or other legal entity;
- 4.3.1.2 A statement indicating acceptance of and willingness to comply with the requirements of the RFP and attachments and the terms and conditions of the State of Idaho and of the DEQ Standard Contract;
- 4.3.1.3 If the RFP is amended, a reference to all RFP amendments to confirm that the proposer is aware of such amendments; and
- 4.3.1.4 A statement affirming the bid will be firm and binding for ninety (90) days from the date of the receipt of the proposal.

4.3.2 Cover Page (M) The cover page must identify: the project, the requesting agency (Idaho Department of Environmental Quality), the proposer name and address, and name, phone number and address of a person to contact regarding the proposal.

4.3.3 Table of Contents (M) This must adequately identify the contents of each section and page numbers of major sub-sections.

4.3.4 Business Organization (M) This section shall include the following for the consulting 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. The name, address and telephone number of a person to contact regarding the proposal shall be included.

4.3.5 Management Plan (ME) A description of project considerations and problems perceived by the proposer in dealing with the management of a Hazardous Waste Management and Remediation Contract and related activities shall be provided. This section shall include the proposer's approach to planning, organization, quality assurance/quality control, reporting and handling of regulated wastes, and

management including approaches to meeting review and oversight schedules and corrective action procedures when project management deficiencies have been identified. Communication methods within the proposer's management team and with DEQ shall be discussed. In addition, the proposer must identify the offices (within and outside Idaho) at which its team's managerial and technical personnel are based in support of DEQ remedial activity projects. Each proposer shall provide a list of proposed key personnel, their current office location and their proposed office location during the contract period. Proposers should highlight staff that will be responsible for affixing professional stamps to reports and other technical documents as required by state licensing boards.

4.3.6 Experience and Capabilities (ME) The relevant management experience and the technical experience and capabilities of the proposer and team members (firms) shall be defined with respect to the following activities:

4.3.6.1 Project Experience

- 4.3.6.1.1 Providing or conducting environmental, engineering, and consulting services for leaking underground storage tanks sites and sites with hazardous and deleterious materials, including supervision of the removal of underground storage tanks.
- 4.3.6.1.2 Conducting emergency characterization and removal of unknown substances, hazardous substances or materials and hazardous wastes.
- 4.3.6.1.3 Handling of investigation derived wastes, and containerization, transportation, and manifesting of hazardous waste.
- 4.3.6.1.4 Conducting Phase I ASTM Standard and EPA AAI Compliant Environmental Site Assessments involving petroleum, hazardous substances, hazardous waste, lead paint, and asbestos.
- 4.3.6.1.5 Conducting Phase II ASTM Standard Environmental Site Assessments involving petroleum, hazardous substances, hazardous waste, lead paint, and asbestos.
- 4.3.6.1.6 Performing risk evaluations at environmental sites (experience using DEQ's Risk Evaluation Manual and the Petroleum Risk Evaluation Manual are of particular interest).
- 4.3.6.1.7 Conducting vapor intrusion evaluations
- 4.3.6.1.8 Experience with mine site permitting, assessment,

remediation, and closure

- 4.3.6.1.9 Developing Analysis of Brownfield Cleanup Alternatives documents
- 4.3.6.1.10 Designing and costing of Remediation Plans
- 4.3.6.1.11 Overseeing and conducting Remedial Actions
- 4.3.6.1.12 Developing and implementing and review of EPA/DEQ compliant quality assurance project plans, conducting project quality assurance and quality control (QA/QC), project (QAPPs) and conducting QA/QC review, verification, and validation of project data according to EPA guidelines.
- 4.3.6.1.13 Collecting and evaluating litigation quality data and providing technical litigation support.
- 4.3.6.1.14 Other areas of expertise (such as statistical analysis of environmental data, development of sampling plans, and conducting sampling using multi-incremental sampling approaches.)
- 4.3.6.1.15 Maintaining health and safety programs, including a description of the firms health and safety programs, identification of the availability of safety monitoring equipment and personnel protective equipment, and the expertise in development of health and safety plans.
- 4.3.6.1.16 Planning and executing “green” site assessments and clean ups that incorporate resource reductions in:
 - Energy requirements,
 - Air emissions,
 - Water requirements and associated impacts on water resources
 - Impacts on land and ecosystems,
 - Material consumption and waste generation, and
 - Impacts on long-term stewardship of a site.

4.3.6.2 Regulatory knowledge:

- 4.3.6.2.1 Federal statutes (CERCLA [including the 2002 Small Business Liability Relief and Brownfield’s Revitalization Act], SARA, RCRA, TSCA, CWA, SDWA, and associated regulations).
- 4.3.6.2.2 Idaho environmental statutes (Idaho Code- EPHA, HWMA,

SWFA, ILRA) and DEQ rule authorities (IDAPA, Chapter 58- Water Quality Standards, Groundwater Rule, Solid Waste Rules, Land Remediation Rules, Rules and Standards for Hazardous Waste, Petroleum Risk Based Corrective Action, and Ore Processing by Cyanidation Rules).

4.3.6.3 Scientific/technical knowledge:

- 4.3.6.3.1 Physical/chemical/biological sciences: Geology/hydrology; soil chemistry/soil mechanics; geophysical/geotechnical methods; chemistry; biology; air quality.
- 4.3.6.3.2 Risk Analysis: Risk assessment; toxicology; statistical analysis; EPA guidance; risk modeling;
- 4.3.6.3.3. Engineering: Design and costing of remediation systems; surveying and mapping; preparation of plans and specifications; methods of petroleum and hazardous substance treatment; remediation system construction management including treatment, storage, and disposal facilities.
- 4.3.6.3.4 Environmental Oversight: Monitoring techniques; design of monitoring programs; installation and operation of monitoring equipment including drilling and installation of groundwater and soil vapor monitoring wells, sampling and analytical procedures for surface and groundwater, air, soil/sediment, soil vapor, indoor air and hazardous substances; biological sampling; personnel and equipment decontamination procedures; use of EPA's laboratory methods and chain-of-custody procedures.

4.3.7 References (ME) A minimum of three references shall be supplied. All representative project descriptions provided shall be within the past two years and shall include the dates of the project, the location of the project, the name and phone number of a knowledgeable contact person. For those representative project descriptions provided identify those projects which included personnel that are listed as key members on this proposal. Please include a list of all public agencies for whom work has been performed in the last two years and the name and phone number of a knowledgeable contact person. DEQ will check past performance records.

4.3.8 Personnel (ME) Proposers shall provide a description of relevant expertise of proposed personnel (consultant(s) and sub consultants) who shall be available to perform leaking UST, hazardous and deleterious materials, and hazardous waste activities under the proposal with DEQ. Information shall include a description of personnel discipline and experience in the areas of activities listed in the section above. A discussion of personnel experience in applying state and federal environmental regulations shall be

included. The proposal shall include a list of proposed personnel who are trained to perform site visits and work on uncontrolled hazardous substance sites. Brief resumes (three pages) of individuals proposed to be key participants in site assessment and remedial design/remedial action activities shall be included.

In the event that personnel proposed are not available for work on a particular task or are otherwise unable to perform the services or if the list of personnel specified in response to this RFP changes, personnel substituted shall have equivalent experience and expertise of those persons included in the bid proposal. DEQ shall have final approval for any personnel substitutions.

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

4.3.10 Certification Regarding Debarment (ME)

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.**

4.3.11 Certification of Independent Price Determination (ME)

In accordance with 40 CFR 35.6550 (b) (3), all proposals submitted for federal assistance shall include a completed and signed certification document, attached to this RFP as Appendix F. **All proposals must contain a complete Appendix F to be considered for contract award.**

4.3.12 Signature Page (ME)

All proposals shall include a completed and signed signature page, attached to this RFP as Appendix G. **All proposals must contain a complete Appendix G to be considered for contract award.**

4.4 Cost Proposal (ME)

Cost proposals must be submitted separately in the same package and marked “CONFIDENTIAL COST PROPOSAL”. No pricing information shall be included in the technical or general portion of the RFP response. All cost 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.

For each work assignment, DEQ will determine with the Contractor the appropriate labor mix, anticipated costs for equipment, materials, laboratory analyses, travel and other

expenses, along with any administrative fees for expenses other than labor. It is expected that a time-and-materials approach will be used in most cases; however, DEQ may wish to use a fixed-fee or firm-fixed-price method in some work assignments. Costs for travel and per diem will be reimbursed according to existing state policy. The State of Idaho travel policies can be found at the following Internet address:

<http://www.sco.idaho.gov/>, select “Board of Examiners, then select “Policies and Procedures”, then select “[State Travel Policies and Procedures](#)”.

Appendix C is the cost proposal format that must be included in the separate cost proposal. DEQ expects much of the work at the time of issue to be performance of Phase I and II site assessments at Brownfield and LUST sites. For purposes of the cost proposal, the proposer shall provide two parts, Part A, a task specific cost estimate and Part B, general fully loaded salary rates. Part A is a cost estimate to perform two separate tasks that are specified and described in Attachments 1 and 2. A cost estimate must be provided for each task. Total cost estimates for all tasks for each proposer will be compared.

Part B consists of fully loaded salary rates for all personnel proposed to do the work during the term of the RFP, including consultants or Contractors. The proposer’s administrative fee shall also be included.

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, worker’s compensation; general and administrative overhead that may include rent, utilities, computer time, office supplies; fees, and profit margin. This portion of the cost proposal will be evaluated by calculating an average hourly rate for each proposer and comparing these along with a comparison of administrative fees for each proposer.

Cost proposal evaluation will utilize a weighting factor of 60 percent (180 points possible out of 300 total points) for Part A and 40 percent (120 points possible) for Part B. Total points for each proposer for the cost proposal will be the sum of the points calculated separately for Parts A and B.

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

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

5.0 INSTRUCTIONS FOR PROPOSAL SUBMISSION

5.1 Date, time, number of copies

Bids may be submitted electronically by uploading required documents to IPRO (Sicomm.com) electronic bidding system online. Due date and time is the same as for a manually submitted proposal. See Below.

If submitting manually, one (1) original and five (5) copies of the technical proposal and one (1) original of the cost proposal must be submitted by **5:00 P.M. November 16, 2012 (Mountain Time)**. Both Proposal types must also be submitted in electronic form, on a CD (in MS Word 2003 or later). Proposers must **CLEARLY** identify and differentiate between Proposal types.

Proposals will be date and time stamped upon arrival by Division of Purchasing. Hand delivered proposals must obtain a receipt verifying date and time received. The receipt should be retained for future verification.

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

Proposals shall be submitted in a plainly marked **SEALED ENVELOPE**. On the outside of the envelope the name and address of the proposer, the name of the program and the RFP number and title shall be indicated.

Division of Purchasing Contact

The Idaho Division of Purchasing (DOP) contact for this RFP is Tammy Majors. She may be contacted at:

Direct delivery (UPS, FedEx, etc.): Idaho Division of Purchasing
650 W State St, Room B-15
Boise, ID 83702

Or

US Postal Service: Idaho Division of Purchasing
P.O. Box 83720
Boise, ID 83720-0075
Phone (208) 332-1604
Fax (208) 327-7320

Electronic Mail (email): tammy.majors@adm.idaho.gov

5.2 Late Proposals

Proposals received after the deadline **will not** be accepted.

5.3 Public Opening of Bids

Sealed bid proposals will be opened publicly at **10:30 A.M. (Mountain Time) next business day at the Division of Purchasing**. Only the names of proposers will be identified at the public bid opening.

5.4 Proposer Questions and Division of Purchasing Response

Division of Purchasing will not respond to telephone inquiries or visitations by proposers or their representatives regarding the technical aspects of the RFP.

Questions relating to this RFP shall be submitted in writing no later than 5 p.m. Mountain time, October 17, 2012 to the DOP contact at the address or email address listed in [subsection 5.1](#) of this RFP.

Written questions must be submitted using [Attachment 1, Proposer Questions](#). Official answers to all written questions will be posted on the State's e-Procurement System, IPRO (<http://ipro.sicomm.net/IPRO/>) as an amendment to this RFP.

Any questions regarding the State of Idaho Standard Contract Terms and Conditions found at http://purchasing.idaho.gov/terms_and_conditions.html, or regarding any Special Terms and Conditions, must also be submitted in writing, using [Attachment 1, Proposer Questions](#), by the deadline identified in this subsection. The State will not consider proposed modifications to these requirements after the date and time set for receiving questions. Questions regarding these requirements must contain the following:

1. The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency);
2. Recommended verbiage for the State's consideration that is consistent in content, context, and form with the State's requirement that is being questioned;
3. Explanation of how the State's acceptance of the recommended verbiage is fair and equitable to both the State and to the party submitting the question.

Proposals which condition the Proposal based upon the State accepting other terms and conditions not found in the RFP, or which take exception to the State's terms and conditions, will be found non-responsive, and no further consideration of the Proposal will be given.

In addition, Division of Purchasing will hold a pre-proposal conference to answer questions related to the proposal on October 22, 2012, from 9:00 a.m. to noon in Conference Room B at the DEQ State Office Building, 1410 North Hilton, Boise, Idaho. Audio Conference arrangements have been made available for proposer's not able to attend. Audio Conference Access information is as follows: Call auto-attendant number (208) 373-0101. You will be prompted to enter Conference Call Bridge **#1**. You will then be automatically connected to the conference call.

Questions previously submitted by proposers will be answered at that time, and there will be open discussion to address any other questions from proposers who are present.

If an amendment affects your response, you may change the response up to **5:00 P.M. November 16, 2012 (Mountain Time)**.

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

6.0 SELECTION PROCEDURES

6.1 Administrative Review

Each 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 proposal is received, logged in and opened, it is reviewed for the following minimum requirements:

1. The proposal was received before the due date and time specified in the RFP.
2. The transmittal letter is in the format specified in this RFP (Section 4..3.1).
3. A complete, signed Appendix B, “Certification Regarding Debarment, Suspension and Other Responsibility Matters” is included as well as the Appendix F, “Certification of Independent Price determination” and Appendix G, “Signature Page.”
4. All information required in the RFP is contained in the proposal. This includes responses to the scope of work, technical approach, management plan, personnel, cost proposal and any other requirements.

There is no opportunity to correct deficiencies once the proposal due date and time has passed. Therefore, the proposal will not be submitted for evaluation and scoring if the proposal fails to meet the minimum requirements of the Administrative Review identified above.

6.2 CONSIDERATION OF PROPOSALS

The State reserves the right to reject any or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, in its sole discretion. Proposers will be evaluated on the basis of written proposals. The rating system as outlined below will be used in evaluation.

6.3 Evaluation of Proposal

- 1) To receive consideration, each proposer must submit a written proposal in accordance with the criteria previously discussed. Proposals must be submitted to the Division of Purchasing by the deadline given in **Section**

5.1 above.

- 2) All proposals will be evaluated by an Evaluation Committee. If necessary, the committee may select proposers to be invited for a formal interview.
- 3) If required, each interview will be approximately one hour in length. The proposer will be allowed up to 25-minute for a presentation, followed by a question and answer session. The format and content of the proposer's presentation will be left to the discretion of the proposer.
- 4) The Evaluation Committee will base its evaluation on the written proposal and the formal interview if conducted. The rating form used by the Selection Committee consists of a list of evaluation criteria that are weighted according to the criteria's overall importance to the success of this RFP and contract. Each criterion is point factored so that the committee member can base their response to the proposal or interview in a range of one (1) to five (5) where one (1) is poor and five (5) is superior. Points for each section is broken down below:

6.4 EVALUATION CRITERIA

Evaluation Criteria	Points Possible
1. Management Plan	50
2. Experience and Capabilities	350
3. References	100
4. Personnel	200
5. Cost Proposal (Total of Parts A and B)	300
TOTAL	1000

6.5 TECHNICAL EVALUATION AND SCORING

Proposals are evaluated using a point method of award with predetermined criteria for each ME and E item identified in Section 4. Each proposal will first be evaluated against the mandatory proposal requirements. Proposals that fail to comply with the mandatory requirements will be found non-responsive and receive no further consideration.

A detailed scoring evaluation will be conducted for those proposals that have passed the initial evaluation. The scoring evaluation will be accomplished in a consistent, uniform manner for all proposals. Members of the team will score each proposal according to the pre-established evaluation criteria and weights for relative importance.

6.6 Cost Proposal Evaluation

Prior to administering the standard formula for cost evaluation, where applicable, the

Idaho Reciprocal Preference law procedures are applied. Cost proposals are then evaluated using the following formula where the maximum points are 300 total.

6.6.1 Cost Proposal Scoring

Lowest bid price Part A = 180 points

Calculations for next bid price:

Lowest bid price / next bid price X 180 = # of points

[Example: \$10,000 / \$12,000 X 180 = 150 points]

Lowest bid price Part B = 120 points

Calculations for next bid price:

Lowest bid price / next bid price X 120 = # of points

[Example: \$10,000 / \$12,000 X 120 = 100 points]

6.7 Final Results

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

7.0 ADMINISTRATIVE REQUIREMENTS

7.1 Type of Contract and Contract Term

DOP expects to award an indefinite-delivery/indefinite-quantity type of contract to no more than four firms. No specific projects are outlined in this RFP. An open contract will be established with the firms selected. Projects will be assigned in such a way that an individual Contractor will not duplicate the work of the other. It is not intended that only one Contractor will work on all aspects of a given site throughout the life of the project. For example, one Contractor may complete a subsurface investigation at a particular site while the other Contractor may complete the design and implementation for remediation of the site. DEQ will not divide the state geographically or by stages of work. DEQ may select a specific Contractor when site-specific knowledge, based on their previous work at the site, would improve cost efficiencies.

Contracts shall be awarded for one year beginning on the date of issuance. Although it is reasonable to assume specific projects shall be assigned under the contract, the state cannot assure that any projects will be assigned.

The state shall review each contract at the end of each contract period and may grant an extension based upon satisfactory Contractor performance. Contracts may be extended for three (3) additional one (1) year periods, for a total of four (4) years. Additionally,

DEQ reserves the right to cancel the contract for substandard performance at any time.

7.2 Payment Procedures

Payments will be made no more than monthly, for work specified in the task order and completed and in accordance with the budget developed under each specific task order. The invoices should include detail of the reimbursement requested for services completed. Invoices must contain the contract number and specify the time period during which the activity was performed. Ten percent of the amount of each Task Order will be held back and will not be payable until the DEQ Project Officer signs off on satisfaction with the final product for that Task Order.

7.3 Administrative Appeals

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

7.4 Option to Obtain Services Outside of the Contract Resulting from this Request for Proposals

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

7.5 Public Disclosure of Information Contained in Proposals and Proposer Responsibilities

Paragraph 32 of the Solicitation Instructions to Vendors describes trade secrets to “include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy.” In addition to marking each page of the document with a trade secret notation (as applicable; and as provided in Paragraph 32 of the Solicitation Instructions to Vendors), Vendors responding to this RFP must also:

7.5.1 Identify with particularity the precise text, illustration, or other information contained within each page marked “trade secret” (it is not sufficient to simply mark the entire page). The specific information you deem “trade secret” within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise clearly delineated from other text/information and specifically identified as a “trade secret.”

7.5.2 Provide a separate document entitled “List of Redacted Trade Secret Information” which provides a succinct list of all trade secret information noted in your response; listed in the order it appears in your submittal documents, identified by Page#, Section#/Paragraph#, Title of Section/Paragraph, specific portions of text/illustrations; or

in a manner otherwise sufficient to allow the State's procurement personnel to determine the precise text/material subject to the notation.

7.5.3 In marking information in their responses as trade secret, Vendors must comply with Idaho Code § 9-340D.

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. DOP will not respond to telephone inquiries from proposers about RFP changes. However, the DOP will respond to proposer's questions as specified in Section 5.4.

7.7 Changes in Proposals

Modifications of proposals already received by DOP may be made if they are received by DOP 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 Termination of Contract

Cancellation of contract by DEQ may be for: (a) default by the Contractor or (b) lack of further need for the service at the location named in the contract. "Default" is defined as "the failure of a Contractor to fulfill the obligations of the proposal, contract or work assignment." In the event DEQ no longer needs the service specified in the contract for any reason including program changes, changes in laws, rules or regulations, relocation of offices or lack of funding, DEQ can also cancel the contract. The terms and conditions under which a contract can be terminated are specified in the contract.

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

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 DEQ's small, minority and women's business enterprise contract procurement program ensuring those businesses' participation in subcontracts. The percentages are: Small (2%), Minority (9%), and Women (3%). Affirmative steps include the following as a minimum:

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

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

7.11 Managing Conflict of Interest

DEQ reserves the right to procure additional consulting services and issue work assignments to Contractors other than the successful proposers under the contract in the event that an irresolvable 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 work assignment is issued, the Contractor shall identify any potential conflict of interest in its performance of the proposed project. If DEQ determines that the Contractor has an irresolvable conflict, DEQ will select another Contractor to receive the work assignment. If no irresolvable conflict exists, DEQ may issue the work assignment.

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

7.12 Contract Terms and Conditions

The successful proposer will be required to sign a DEQ Standard Contract and adhere to the State of Idaho Standard Terms and Conditions. The DEQ Standard Contract is included in this RFP as Appendix A. The proposal of the successful proposer, 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.

The following is an explanation of the insurance coverage that the DEQ requires of the Contractor. A certificate of insurance will be required of the Contractor selected.

- 1) **CONTRACT RELATIONSHIP:** It is distinctly and particularly understood and agreed between the parties hereto that the State is in no way associated or otherwise connected with the performance of any service under this Agreement on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent Contractor in the performance of each and every part of this Agreement, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this Agreement, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, defend, indemnify and hold the State harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, worker's compensation and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under this Agreement. The Contractor will maintain any applicable worker's compensation insurance as required by law and will provide certificate of same if requested. There will be no exceptions made to this requirement and failure to provide a certification of worker's compensation insurance may, at the State's option, result in cancellation of this Agreement or in a contract price adjustment to cover the State's cost of providing any necessary worker's compensation insurance. The Contractor must provide either a certificate of worker's compensation insurance issued by a surety licensed to write worker's compensation insurance in the State of Idaho, as evidence that the Contractor has

in effect a current Idaho worker's compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Industrial Commission. The State does not assume liability as an employer.

- 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 DEPARTMENT. Evidence of insurance shall consist of a completed certificate of insurance signed by the insurance agent for the CONTRACTOR and made a part of the Contract.

Required Insurance:

1. Commercial General Liability Insurance. The CONTRACTOR shall have and maintain Commercial General Liability (CGL) Insurance covering bodily injury and property damage. This insurance shall include personal injury liability coverage, blanket contractual liability coverage for the indemnity provided under this Contract and products/completed operations liability. The combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Each annual aggregate limit shall not be less than \$2,000,000, when applicable, and will be endorsed to apply separately to each job site or location.

Additional requirements:

1. State of Idaho as Additional Insured. The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the Department of Environmental Quality and its division, officers and employees as additional insured, but only with respect to the CONTRACTOR'S activities to be performed under this Contract.
2. Notice of Cancellation or Change. The CONTRACTOR shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without sixty (60) days prior written notice from the CONTRACTOR or its insurer to the Department of Environmental Quality. CONTRACTOR shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions

of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, Department of Environmental Quality and its divisions, officers and employees.

7.13 Incurring Costs

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