

APPENDIX A DEQ ADDITIONAL CONTRACT PROVISIONS

1. ACCOUNTING, AUDITING, RECORDS RETENTION AND ACCESS TO RECORDS

- A. The CONTRACTOR shall maintain books, records, documents and other evidence directly pertinent to performance of EPA funded work under this CONTRACT in accordance with generally accepted accounting principles and practices consistently applied, and in accordance with 40 CFR 31.36(i)(10) and (11), in effect on the date this CONTRACT is signed by both parties. Records shall be retained for a period of ten years after final payment is made and all other pending matters are closed. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the ten-year period, the records must be retained until completion of the actions and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later.

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

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

- B. Audits.
1. Audits conducted under this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines of any reviewing or audit agency(s).
 2. The DEPARTMENT'S monitoring and audit efforts shall include activities aimed at: (1) assessment of agreement operation at a given point in time; (2) comparison of actual performance versus established performance standards; (3) identification of agreement accomplishments and/or deficiencies in operation and administration; and (4) evaluation of agreement results, benefits and impact upon project objectives. The DEPARTMENT shall have the right to evaluate both the management and financial systems of the CONTRACTOR to ascertain that there is compliance with all of the provisions contained in this contract. In determining the adequacy of these systems, the DEPARTMENT shall utilize internal staff or arrange for an independent certified public accounting firm: (a) survey the CONTRACTOR'S system to obtain information through discussion, inquiry and observation of what the system is stated to be; (b) appraise the adequacy of the system in terms of standards prescribed herein; (c) select a number of transactions and trace them through the records to ascertain whether the system is actually followed and is effective; and (d) interview CONTRACTOR'S staff members to determine management and organizational needs.
- C. The CONTRACTOR agrees to disclose all information and reports resulting from access to records under paragraph A. and B. of this Section to any of the agencies referred to in paragraph A.
- D. Access to records is not limited to the required retention periods. The authorized agencies designated in paragraph A of this Section shall have access to records at any reasonable time for as long as the records are maintained.
- E. This section applies to all records pertaining to this CONTRACT, TASK ORDERS, CHANGE ORDERS and AMENDMENTS:
1. To the extent the records pertain directly to performance of this CONTRACT;
 2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
 3. If the CONTRACT is terminated for default or for convenience.

- F. The CONTRACTOR agrees to account for all expenditures under this CONTRACT in accordance with generally accepted accounting principles, a cash or accrual method of accounting in accordance with 40 CFR 31.41 and to comply with the cost principles contained in 40 CFR 31.22 to determine allowable costs.
- G. It is understood and agreed that in case of the termination of the existence of the CONTRACTOR by bankruptcy or any other reason, that all records in the CONTRACTOR'S possession, program and fiscal, relating to this CONTRACT shall become the property of the DEPARTMENT.

2. PROJECT ASSESSMENT AND CORRECTIVE ACTION

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

3. 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.

4. 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.

5. PROJECT ASSESSMENT AND CORRECTIVE ACTION

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

6. 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.

7. BINDING EFFECT OF FEDERAL PURCHASE OF SERVICE REGULATIONS AND STATE PLANS

This agreement is subject to the provisions of any relevant Federal regulations and any relevant provisions of the State Plan in effect at the time this Contract is executed, or which thereafter became effective. Such Federal regulations and State plans are on file in the Central Office of the Department Environmental Quality and are available for inspection by the CONTRACTOR.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The CONTRACTOR certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of Federal of State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph B of this certification; and
- D. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The CONTRACTOR understands that false statement on this certification may be grounds for termination of the contract. In addition, under 18 U.S.C. Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

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 five years, or both.

Typed Name and Title of Authorized Representative

Signature of Authorized Representative

Date

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

APPENDIX C
RFP02489
COST PROPOSAL PART A FORMAT

Firm Name _____

Scope of Work	Cost Estimate
Phase I Assessment	
Phase II Assessment	
TOTAL	

Part A is a cost estimate to perform two separate hypothetical 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.

Cost Proposal Part A Scope of Work #1 Scenario

I. PURPOSE AND OBJECTIVES

The City of Hypothetical requested that DEQ conduct environmental assessment activities at a 15-acre former, unregulated dump site adjacent to the Hypothetical River in Hypothetical, Idaho. The proposed redevelopment plans for the property include a public park, picnic area, outdoor pavilion, rest rooms, an administrative building, and riparian and habitat improvements. The 15-acre property was formerly used as an unregulated dump site from 1920 to 1968. The site was closed and capped with an indeterminate amount of clean fill. The site has no previous Phase I environmental site assessment (ESA). A Phase I ESA of the dump site is necessary in order to identify past site uses, current condition and surrounding property site uses which may have caused potential releases of hazardous chemicals into the environment. The Phase I ESA will also serve as a planning tool for any future Phase II assessment activities at the former dump. These assessments are critical to the redevelopment planning process. DEQ: The highlights show conflicting acreage.

The Phase I ESA will conform to the American Standards for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments (1527-05) and provide the data needed to determine if additional site assessment or clean up is required at the dump prior to conducting redevelopment activities. The Phase I ESA will also conform to the ten criteria for AAI set by 42 USC section 9601(35)(B)(iii).

TASK 1: HISTORICAL/REGULATORY REVIEW

The specific activities to be conducted as part of the historical and regulatory review include:

- The Phase I ESA will be conducted by an environmental professional as defined under the EPA All Appropriate Inquire rule;
- Interviews with past and present owners, operators, and caretakers of the site for the purpose of gathering information regarding the potential for contamination;
- Reviews of historical sources, chain-of-title information for historical background (to 1940 or earlier), city directories (*i.e.*, Polk Directory), historical maps, geological maps, aerial photographs of the site and adjacent properties, building department records, and land use records to determine previous uses and occupancies of the real property since the property was first developed;
- Reviewing site information for geologic and hydrogeologic characteristics for vulnerability and other possible areas of concern;
- Reviewing Department of Environmental Quality's list of Underground Storage Tanks to evaluate if any registered tanks or Leaking Underground Storage Tanks are present on the subject or adjacent properties as well as Federal lists of known and suspected hazardous waste sites (CERCLIS and RCRA generators) to evaluate if subject or adjacent properties

- are found on them;
- Reviewing Federal, State, and local regulatory status of facility permits, outstanding compliance orders, notices of deficiency, and other reported environmental concerns;
- Contacting electric utilities to determine PCB content of utility-owned transformers or other electrical equipment, if necessary; and
- Documenting findings of site and surrounding sites conditions with photographs, a Phase I ESA report, a site map, and collection of GPS coordinates utilizing the WGS 84 coordinate system.

TASK 2: ON-SITE INSPECTION AND ARCHAEOLOGICAL SURVEY

The specific tasks to be performed as part of Task 2 include:

- Conduct an on-site inspection of the 15-acre property. The presence of transformers or other electrical equipment possibly containing polychlorinated biphenyls (PCBs), evidence of contamination from hazardous petroleum substances or wastes (stained soil, stressed vegetation, etc.), documenting drains and other means of conveyance of water and/or possible contaminants into the groundwater or Hypothetical River, and other potential sources of contamination will be evaluated, including an attempt to identify the extent of the dump site and fill material (understanding that subsequent subsurface investigations will follow to confirm the extent of the dump material and cover thickness);
- Interviewing available persons familiar with past use of the dump and adjacent properties (there are five potential interviewees: property owner, neighbor, local historian, county commissioner, and local IDEQ solid waste staff);
- Visually inspecting the dump and adjacent properties and classify their possible effects on the subject property; and,
- Conducting and completing Idaho State Historic Preservation Office (SHPO) archaeological survey and site inventory forms, available at: <http://www.idahohistory.net/SHPO.html#anchor269777> . This does not require completion by an archeologist.

TASK 3: REPORT GENERATION

The **CONTRACTOR** will compile the information gathered during Tasks 1 and 2 to prepare a final report for the site. The report will include the purpose, scope, methods, and findings of the assessment; identification of recognized environmental concerns; recommendation of necessary additional investigation, if any; and summary and conclusions of findings. Additionally, the report will contain copies of historic aerial photographs, photographs collected while conducting on-site investigations, a map of the landfill including important features (boundaries, river, drains, roads, identified domestic ground water wells, etc), and a list of recommended next steps along with the completed SHPO archaeological survey and site inventory form.

II. REPORTS

The **CONTRACTOR** will prepare a report containing items enumerated in TASK 3. Two copies of the final Phase I ESA report will be mailed to the attention of John Doe, Planning and

Zoning Administrator, 100 Some St., Hypothetical, Idaho and one electronic to Aaron Scheff in the DEQ State Office along with all supporting materials (photographs, maps, etc.). All invoices associated with this task should be sent to the attention of Mr. Scheff and should clearly delineate the charges by task and type (labor, direct expense, etc.).

Develop a cost estimate to complete all of the tasks above.

Cost Proposal Part A Scope of Work #2 Scenario

I. PURPOSE AND OBJECTIVES

The Idaho Department of Environmental Quality (IDEQ) requests assistance in the investigation of subsurface soil, soil vapor and groundwater for the presence of petroleum hydrocarbons at a former convenience store and gasoline station in Somewhere, Idaho. The objective of the subsurface investigation is to delineate the magnitude and extent of subsurface petroleum hydrocarbon contamination associated with historic operations at the site.

SITE BACKGROUND

The facility operated from 1990-2005 but is no longer in operation. All equipment is still in place. The site is ½ acre in size and all monitoring locations are within the boundaries of the property. There are two (2) five thousand (5,000) gallon tanks and one (1) dispenser island. Gasoline was the product that was historically dispensed. Ground water occurs at a depth of ten (10) feet below ground surface in medium sands. The sands are overlain by silty sand.

The proposed scope of work includes:

TASK 1: QAPP, HASP, PROJECT PLANNING

- Preparation of an EPA/DEQ-compliant quality assurance project plan (QAPP)
- Preparation of an OSHA-compliant health and safety plan (HASP),
- Locating and marking underground appurtenances including utilities, product lines and perimeter of the current underground storage tank (UST) basin

TASK 2: SUBSURFACE INVESTIGATION

- Advancing direct-push probes at seven locations to a total depth of fifteen (15) feet, and continuous coring, logging, and screening of soils,
- Installation and development of five (5) ground water monitoring wells to fifteen (15) feet total depth, using two (2) inch PVC with ten (10) feet of screen.
- Collection of ground water samples using a peristaltic pump. Assume one (1) hour for water quality parameters to stabilize.
- Installation of five (5) soil vapor monitoring points to four (4) feet total depth,
- Collection of eight(8) soil samples (seven (7) environmental samples plus one (1) QA sample), nine (9) groundwater samples (six (6) environmental samples plus three (3) QA samples), and six (6) soil vapor samples (five (5) environmental samples plus one (1) QA sample) for BTEXN and MTBE using EPA method 8260 for soil and ground water samples and TO-17 for soil vapor. EPA method 5035 will be used for collection of soil samples.
- Conducting a monitoring well survey using a licensed surveyor

TASK 3: REPORT GENERATION

- Develop a data summary report which includes tables of media-specific chemical concentrations, a map illustrating measured ground water levels and the estimated potentiometric surface,
- QA/QC review and summary, and compilation of all data collected during the investigation and comparison to IDTLs and RUSLs.
- Make recommendation for next steps.
- Manage investigation derived waste. Assume IDW characterizes as hazardous waste and is in excess of two hundred twenty (220) pounds which will trigger RCRA requirements to generate an EPA identification and a hazardous waste generator annual report.
- Deliver one (1) electronic copy to Aaron Scheff in the IDEQ State Office and two physical copies to County Commissioner at County Courthouse, County, Idaho 83702

Develop a cost estimate to complete all of the tasks above taking into account the site background information.

About Brownfields

Brownfield Definition

A brownfield is "real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant." These abandoned or underutilized properties result in wasted infrastructure, development of green space on the edge of town and blight in urban and neighborhood areas.

Background

Environmental Protection Agency (EPA) first developed brownfield policies in 1995. These EPA policies aimed to promote brownfield revitalization by providing liability protections and funding opportunities to persons taking on these challenging and important cleanup and reuse projects. In 2002, Congress passed the Brownfield Amendments to CERCLA, formalizing EPA's effective brownfield policies and providing over \$100,000,000 in annual brownfield funding. Using tools and funding created by the Brownfield Amendments, the Department of Environmental Quality (DEQ) Brownfield Revitalization Program, Idaho's Economic Development Districts and Region 10 EPA work together to provide communities, local governments and private parties with financial and technical assistance related to brownfield assessment, cleanup and reuse.



American Linen in Boise

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Department of
Environmental
Quality

Revitalizing Idaho's Brownfields



Bayhorse Mine in Custer County

REDEVELOPMENT

Entities Eligible for Brownfield Funding

In general, units of local government, land clearance authorities, quasi-governmental entities, government entities created by the State legislature, regional councils or groups of general purpose, redevelopment agencies, non-profit organizations (including neighborhood associations), Indian Tribes, and States may apply for EPA Assessments, EPA Targeted Brownfield Assessments, DEQ Assessments, Revolving Loan Funds, and EPA Cleanup Funds. Private parties can work with eligible entities to obtain funding for a site.

Site Eligibility for Brownfield Funding

With a few exceptions, sites meeting the provided 'Brownfield Site' definition are eligible for assessment and cleanup funds. This includes a wide variety of sites: former gas stations, former mine sites, former timber mill sites, former bulk fuel storage and distribution sites, former landfills, and generally any commercial or industrial site that may be contaminated with hazardous substances.

Sites that may not be eligible for brownfield funding include:

- Properties listed on the National Priorities List;
- Sites that are the subject of an ongoing state or federal enforcement action related to site cleanup;
- Properties where the contamination is known to present a "high risk" to public health;
- Properties subject to an ongoing CERCLA removal action;
- Properties subject to enforcement under RCRA, OPA, TSCA, or SDWA.

Brownfield Revitalization Opportunities

DEQ Brownfield Assessments

At no cost to the applicant, DEQ contractors conduct an assessment to determine whether the site is clean, lightly contaminated, or heavily contaminated. The assessment will also identify potential cleanup options and estimate cleanup costs (if any). To apply for a DEQ Brownfield Assessment go to: www.deq.idaho.gov/Applications/Brownfields/

Community Reinvestment Pilot Initiative

The Community Reinvestment Pilot Initiative makes up to \$1,500,000 in state funds available to private and non-profit entities completing cleanups through DEQ's Voluntary Cleanup Program at up to 10 properties selected as Pilot Brownfields. Upon cleanup completion, the state issues the participant a rebate equal to 70 percent of cleanup costs incurred, with a maximum rebate of \$150,000 per Pilot Brownfield.

Reuse Idaho Brownfields Coalition (RIBC) - Brownfields Cleanup Loan Fund

The RIBC, made up of Idaho's six Economic Development Districts and DEQ, has \$3,000,000 available for brownfield cleanups. Eligible entities and private parties may apply to RIBC for low-to-no interest loan funds and (in limited circumstances) grant funds to perform brownfield cleanups.

EPA Assessment & Cleanup Grants

Eligible entities may apply directly to EPA for up to \$200,000 in grant funds for brownfield assessments and cleanups. EPA assessment funds may be used for 'area-wide' activities such as in a neighborhood, city, county, or to assess a specific site. Cleanup funds are directed at specific brownfield sites. To learn more about these EPA grants go to: www.epa.gov/brownfields.

EPA Targeted Brownfield Assessments (TBA)

Much like DEQ's assessment program, at no cost to the applicant, EPA contractors conduct an assessment to determine the nature and extent of contamination (if any) at brownfield sites and provide the results in a report. To learn more about EPA's TBA Program go to: <http://www.epa.gov/brownfields/tba.htm>.

Resources

For detailed information please visit the following:

EPA Brownfield Homepage:

www.epa.gov/brownfields

EPA Region 10 Brownfield Homepage (note use of capital letters):

<http://Yosemite.epa.gov/R10/CLEANUP.NSF/sites/bf>

DEQ Brownfield Revitalization Homepage:

www.deq.idaho.gov/Applications/Brownfields/



Former Immanuel Methodist Episcopal Church

REUSE

APPENDIX E
RFP02489
BID PROPOSAL CHECKLIST

BID PROPOSAL CONTENTS

CHECK IF INCLUDED

Technical Proposal

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

Price Proposal

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

APPENDIX F CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

Company Name: _____
Address: _____

A. The offeror certifies that:

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

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

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

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

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

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

2.

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

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

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

	Title	Date

	Title
--	-------

	Date
--	------

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



C.L. "BUTCH" OTTER

Governor

TERESA LUNA

Director

BILL BURNS

Administrator

State of Idaho

Department of Administration

Division of Purchasing

650 West State Street B-15 (83702)

P. O. Box 83720

Boise, ID 83720-0075

Telephone (208) 327-7465

FAX (208) 327-7320

<http://www.adm.idaho.gov/purchasing/>

SIGNATURE PAGE For Use with a Manually Submitted Invitation to Bid (ITB) or Request for Proposal (RFP) Response

Bids or proposals and pricing information shall be prepared by typewriter or in ink and shall be signed in ink by an authorized representative of the submitting vendor. Two (2) copies of the bid or proposal shall be submitted, one (1) original and one (1) photocopy of the original, unless the RFP solicitation instructions specify otherwise. AT LEAST ONE BID OR PROPOSAL SUBMITTED BY THE VENDOR MUST BE AN ORIGINAL (NOT PHOTOCOPIED) SIGNATURE.

NO LIABILITY WILL BE ASSUMED BY THE DIVISION OF PURCHASING FOR A VENDOR'S FAILURE TO OBTAIN THE TERMS AND CONDITIONS AND ANY PROPERLY ISSUED SOLICITATION ADDENDUMS IN A TIMELY MANNER FOR USE IN THE VENDOR'S RESPONSE TO THIS SOLICITATION OR ANY OTHER FAILURE BY THE VENDOR TO CONSIDER THE TERMS, CONDITIONS, AND ANY ADDENDUMS IN THE VENDOR'S RESPONSE TO THE SOLICITATION.

The words "SEALED BID" and the bid number must be noted on the outside of your SEALED BID package. To insure that your SEALED BID is handled properly, the following information must be placed in the lower left corner of your bid package:

SEALED BID BUYER: SEALED BID FOR: BID NUMBER: CLOSES:

Send your sealed bid package to: Division of Purchasing
PO Box 83720
Boise, ID 83720-0075

When sending packages by FedEx, UPS, or other Couriers:
Division of Purchasing
650 West State Street B-15
Boise, ID 83702

This ITB or RFP response is submitted in accordance with all documents and provisions of the specified Bid Number and Title detailed below. By my signature below I accept the STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS and the SOLICITATION INSTRUCTIONS TO VENDORS in effect at the time this ITB or RFP was issued, as incorporated by reference into this solicitation. As the undersigned, I certify I am authorized to sign and submit this response for the Bidder or Offeror. I further acknowledge I am responsible for reviewing and acknowledging any addendums that have been issued for this solicitation.

Please complete the following information:

BIDDER/OFFEROR (Company Name) _____ BID Number: _____

ADDRESS _____ BID Title: _____

CITY, ST, ZIP _____

TOLL FREE _____ PHONE _____

FAX _____ E-Mail _____

FEIN/SSN# _____

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

Original Signature (Manually Signed in Ink)

Date

Please type or Print Name

Title