

**IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY
REQUEST FOR PROPOSALS (RFP)**

RFP#0920

**SCIENTIFIC SERVICES FOR
REMEDIAL ACTIVITIES IN THE COEUR D'ALENE BASIN**

RFP Release Date: February 25, 2013
Bid Proposal Due Date: April 3, 2013

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1. GENERAL INFORMATION

1.1. Purpose

The Idaho Department of Environmental Quality (DEQ), through this Request for Proposal (RFP) is seeking a qualified contractor to provide a variety of scientific, technical, and some minor engineering services to Idaho DEQ for any one or a combination of activities at the Bunker Hill Superfund Site and Basin.

1.2. Background

The Coeur d'Alene Basin, located in the Idaho Panhandle, has a rich history of mining and ore processing. A by-product of that history has been environmental contamination resulting from smelting and mining wastes. The Idaho DEQ is working with the U.S. Environmental protection Agency (EPA) to clean up these wastes in association with the Basin Environmental Improvement Project Commission (BEIPC). The BEIPC is a statutorily established multi-stakeholder commission with the mission to implement, direct, and/or coordinate environmental remediation, natural resource restoration, and related measures to address water quality and heavy metal contamination. Work under the Basin includes the remedy outlined in the three Bunker Hill Records of Decision (RODs) including the 2012 ROD Amendment. Remediation of mine waste in the Coeur d'Alene Basin is a very complex issue scientifically, legally, politically and historically. Remedial activities in the Coeur d'Alene Basin are divided into two areas for the work requested in this document.

Bunker Hill Superfund Site Operable Units 1 and 2. The smaller of the two areas is the original twenty-one square mile Bunker Hill Superfund site made up of OUs 1 and 2. This area is often referred to as the Box. Most of the remedial actions identified in the 1991 and 1992 Records of Decision (RODs) for OU1 and OU2 have been completed. Work under the ROD Amendment is currently focused on designing and implementing remedies for addressing surface water quality and protecting the installed remedy from side drainage flood waters. Other DEQ work at the site includes assisting in the completion of the 2015 Five Year Review and implementing O&M. Since the work in OU2 was performed as a Fund lead project, the State of Idaho has O&M obligations for the remedial actions. DEQ is also responsible under the State Superfund Contract to make sure the Institutional Controls Program (ICP) is implemented. The ICP is a locally administered excavation permitting program designed to protect the remedy and make sure contaminated soils are disposed of properly. DEQ contracts with the Panhandle Health District to administer the ICP for the non-populated portion of the site. DEQ also has match obligations for work performed with EPA Superfund dollars in the Box.

Bunker Hill Superfund Site Operable Unit 3. The second area is the larger Coeur d'Alene Basin area that is currently in the Remedial Action phase under the September 2002 ROD and 2012 ROD Amendment. This area will be referred to as the "Basin" in the remainder of this Request for Proposal (RFP). EPA is currently funding the ongoing human health protection portion of the remedy. Idaho DEQ is the implementing agency for this work that requires remediation of individual residential, public, and commercial properties and rights-of-way. Generally speaking, this remedial effort includes soils removal and replacing them with clean soil or an appropriate protective barrier. EPA's ROD Amendment calls for an adaptive management approach implementing the remedy to address water quality and mine and mill site cleanups. As the regulator of water quality standards in the State of Idaho, DEQ has a vested interest in these actions. Additionally, the State of Idaho is a significant landowner in the Lower Basin where remedial actions are expected to occur.

Much of the future work in the Basin will be implemented by the Coeur d'Alene Trust that was created as an outcome of the Asarco bankruptcy settlement.

DEQ also contracts with the Panhandle Health District to administer the ICP for the Basin and has match and O&M obligations for the Fund lead work that has already been completed.

Funding Sources. Funding is expected to result from a combination of sources. These sources include state dedicated funds for match projects and O&M, settlement funds, federal dollars via cooperative agreements, direct appropriation, or other means as determined by Congress and/or federal agencies.

1.3. Type of Contract and Contract Term

The contract, which will be an indefinite-delivery/indefinite-quantity type of contract, shall be awarded for one year to one successful bidder, beginning on the date of signing by the DEQ director or a designee. Although it is reasonable to assume specific projects shall be assigned under the contract, the DEQ cannot assure that any projects will be assigned. A quarterly evaluation and/or audit of contractor performance will be conducted by DEQ to determine compliance with contract conditions. Based on satisfactory contractor performance, the contract may be extended for three additional one-year periods, for a total of four years.

1.4. Payment Procedures

The successful bidder will submit invoices on a monthly basis using a DEQ-approved invoice form to:

Idaho Department of Environmental Quality
Financial Operations Center
Accounts Payable
1410 N. Hilton
Boise, Idaho 83706

Invoices will be for work specified in the Task Order and completed and in accordance with the budget developed under each specific Task Order. Five to ten percent of the amount of each Task Order may be held back and would not be payable until the DEQ Project Officer signs off on satisfaction with the final product for that 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.

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2. SCOPE OF WORK

2.1. Description of Tasks

The purpose of this RFP is to procure a contractor to provide scientific, technical, and some minor engineering services to Idaho DEQ for any one or combination of the following activities at the Bunker Hill Superfund Site and Basin. The estimated percent of the overall work load is identified at the end of each activity. These estimates are provided to assist bidders in preparing the cost proposal.

1. Provide scientific, technical, and oversight support for remedial investigations, designs and actions including developing residential yard soils remediation plot plans, managing residential area data base, sampling soils and water for remedial decisions and survey monument protection. (50%)
2. Assessing wetlands and wetland mitigation, surface and ground water hydrologic, archaeological, and other environmental requirements to support repository site identification, siting, and construction. (15%)
3. Assess remedial effectiveness by designing, establishing, and collecting samples for existing and new monitoring programs, networks, and pilot studies as appropriate. Media to be monitored includes house dust, soil, mine waste, and surface and groundwater. (5%)
4. Evaluate human health and ecological risk related to conditions before, during and after remediation. Contaminants of major concern are lead, arsenic, cadmium, and zinc. (5%)
5. Establish criteria for water quality, human health, and ecological remediation efforts to measure annual remedial performance. (5%)
6. Participation in technical work groups to develop feasibility studies, support remedial design, and evaluate remedial action progress. Problem areas will be evaluated and solutions formulated. Work may include implementation of pilot studies. (10%)
7. Assist in post remedial activities associated with planning and implementation of O&M activities, land transfers, infrastructure improvement remedial activities, institutional controls, local government coordination, and waste disposal. (10%)

2.2. Project Management

DEQ will designate a project officer(s) to administer the Task Orders. The successful contractor will work under the direction of and report directly to the project officer for that task. The project officer will do the following:

1. Assign the contractor to develop draft Task Orders for the projects. See “Preparing Task Orders” below. Task Orders will be the mechanism that DEQ will use to make work assignments and identify costs for work to be completed.
2. Review and comment on draft Task Orders submitted to the DEQ by the contractor and make recommendations for approval.
3. Track and evaluate work progress against Task Order requirements.
4. Receive and approve deliverables based upon the work plan and schedule.
5. Assist the contractor in gathering information.
6. Revise Task Order requirements or approve Task Order revisions as necessary to meet the objectives of DEQ.
7. Authorize payment based upon completion of assigned tasks and approval of installation of deliverables.

2.3. Preparing Task Orders

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

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

2.4. Review and Approval of Task Orders

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

Each Task Order will be considered a part of the contract once it has been signed by the authorized representative of the DEQ and the contractor. The final approved Task Order will represent the documentation for the previously agreed upon work, including the cost for each assignment.

2.5. Revision of Task Orders

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

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

Amendments or modifications must be approved by the DEQ Waste Management and Remediation Administrator or the Project Officer, as appropriate, prior to exceeding the approved Task Order Budget. Such amended Task Orders will become part of the contract upon the signing by the authorized representative of DEQ and the contractor.

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

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

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3. DELIVERABLES

When a work assignment is received, the contractor will have ten (10) calendar days or a mutually agreed-upon time schedule to prepare a Task Order.

Deliverables and deadlines are established in the Task Orders including the following reports which shall be prepared by the contractor and submitted to the DEQ for approval:

1. Monthly progress reports detailing activities and budget status of each approved Task Order. Reports will also include projections of upcoming activities, anticipated problems, and proposed resolutions to the problems.
2. Draft and final deliverables (as applicable by Task Order).
3. Daily field logs and photographs maintained during oversight activities; copies shall be attached to the corresponding monthly progress reports if requested by the DEQ.
4. Weekly planning and status calls.
5. Other reports as may be required by the DEQ.

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4. MINIMUM REQUIREMENTS

4.1. Minimum Qualifications

The successful proposer and team members will have detailed knowledge and experience to perform a variety of scientific, technical, and minor engineering services at the Bunker Hill Superfund Site and Basin. The contractor will demonstrate this in the following areas: Human health and ecological risk assessment; Geochemistry; Surface and ground water hydrology; Surface and ground water chemistry; Soil chemistry; GIS and Data Base management; Remedial action oversight; Remedial effectiveness monitoring and evaluation; Indoor dust and paint sampling for lead; Remedial alternative development, and Archeological and cultural resources.

The contractor shall perform work in a safe manner and shall comply with all federal, state, and local safety rules and regulations, including, but not limited to, the Occupational Safety and Health Act of 1970. Specifically, the contractor shall demonstrate compliance with 29 CFR 1910.120 by submittal of their Safety and Health Plan for the scope of this work.

The contractor shall have the sole and complete obligation to provide a safe and healthful working environment for its employees and for others persons at the project site who may be exposed to the contractor's work. The contractor shall make all possible efforts to prevent injuries to personnel carrying on operations covered by the proposed contract. The contractor shall, at all times, maintain its equipment in a safe operating condition.

4.2. Key Project Personnel

DEQ retains the right to approve all personnel assigned to the project, and any changes in the contractor's personnel whose participation in the project is specifically offered by the contractor. If the contractor removes an individual from the project, without the consent of DEQ, and the individual is still employed by the contractor, DEQ may impose, at its option, a contractor penalty up to \$25,000 per individual, per project phase, for each of the project phases to which the individual was assigned. The dollar amount of the penalty may be modified, based on the value of the contract. A general guideline for this dollar amount is 2% of the total contract amount.

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5. QUALITY ASSURANCE/QUALITY CONTROL

5.1. 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.

6. FORMAT FOR BID PROPOSAL

6.1. General Instructions

Proposals should be developed in response to this RFP and should not simply consist of the proposer's advertising brochures and similar materials. Each proposer's submittal shall be in the format outlined in this section. The proposal shall be set up in two separate documents: a technical proposal and a price proposal. There should be no unnecessary attachments, enclosures, or exhibits. Each section of the proposal shall be clearly identified with appropriate headings. Failure to follow these instructions may cause disqualification. A Proposal Checklist is included as Appendix F of this RFP. This is provided to assist proposers in assuring that their proposal is complete and contains essential minimum information. 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.

6.2. Time Through Which Proposals Are Valid

Each proposal must be signed by an individual authorized to bind the firm, along with their name and mailing address. Each proposer shall stipulate in writing that the proposal is valid for 90 days after receipt by DEQ.

6.3. Response to Work Described

Each portion of the work described in this RFP has an evaluation code assigned as follows:

Mandatory Specification (M) – 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.

Evaluated Specification (E) – 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.

Mandatory and Evaluated Specification (ME) – 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.

6.4. Technical Proposal (ME)

Technical proposals shall be prepared on standard 8½ by 11-inch paper and limited to 20 pages, printed double-sided, exclusive of appendices and resumes. Charts and spreadsheets may be on larger paper. Each section of the proposal shall be clearly identified with appropriate headings. Standard advertising brochures shall not be included in the proposal. Resumes must not exceed two 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. Bidders should follow the specific order of the outline and should include each subject in the proposal. This format is provided for consistency and uniformity in all proposals to facilitate the review process. This structure also assures that each proposal is complete and contains essential minimum information.

6.4.1 Transmittal Letter (M)

All proposals must include a transmittal letter on the official letterhead of the bidder, with name, mailing address, telephone number, and fax number of the bidder's authorized agent readily evident. The letter shall identify all material and enclosures being forwarded collectively in response to this RFP. The transmittal letter must be signed by an individual authorized to commit the bidder to the work proposal. In addition, the transmittal must include the following:

- identification of the bidder's corporate or other legal entity
- a statement indicating acceptance of and willingness to comply with the requirements of the RFP, its attachments, and the terms and conditions of the DEQ Standard Contract
- if the RFP is amended, a reference to all RFP amendments to confirm that the bidder is aware of such amendments
- a statement affirming the bid will be firm and binding for 90 days from the date of the receipt of the proposal

6.4.2 Cover Page (M)

The cover page should identify: the project, the requesting agency (Idaho Department of Environmental Quality), the bidder name and address, and name, phone number and address of a person to contact regarding the proposal.

6.4.3 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, office nearest to Kellogg, and office nearest to Boise. The name, address, and telephone number of a person to contact regarding the proposal shall also be included.

6.4.4 Management Plan (M)

This section should include a description of the contractor's plan to manage all work on this project. Key to this plan is the identification of the primary project managers (recent experience, location, billing rate, labor class or professional grade etc) and the staff required to support the project manager. A description of project considerations and problems perceived by the proposer in dealing with the management of work to be done under this contract shall be provided. This section shall include the proposer's approach to planning, organizing, and managing, including approaches to meeting review and oversight schedules. In addition, the contractor shall identify the staff that would replace the assigned project manager in the event that the assigned manager can no longer perform his or her duties. The contractor shall also provide a summary of the management philosophy of their firm. In addition, the proposer should identify the offices (within and outside Idaho) at which their team's managerial and technical personnel would be based in support of the DEQ remedial activity projects.

6.4.5 Experience and Capabilities. (ME)

The contractor should provide evidence of the capability of the firm to successfully complete the work. 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:

1. Project Experience:
 - i. Relevant management experience
 - ii. Any remedy assessment/risk assessment at mining sites
 - iii. Experience in residential yard soil remediation including planning, sampling, and management
 - iv. Remedy performance assessment at mining sites
 - v. O&M planning and implementation at mining sites
 - vi. Planning, siting, implementation of baseline studies, and monitoring of waste repositories for soils and other mine related and water treatment wastes

- vii. Management (including sample collection and data evaluation) for a large water quality monitoring system. Also experience in sampling air quality, indoor dust, and soils. Development and review of sampling protocols and quality assurance and quality control procedures
 - viii. Management of a multimedia database that is used by Government health, environmental, and land management agencies to assess remedial needs and performance
 - ix. Management of database systems for GIS
 - x. Description of data management abilities for development of maps and plot plans using AutoCAD or other similar program
 - xi. Other specific experience and capabilities related to large scale Superfund activities
 - xii. Description of health and safety programs and an indication of the availability of safety monitoring equipment and personnel protective equipment
 - xiii. Experience at the Bunker Hill Superfund Site and the Basin.
 - xiv. Experience at evaluating surface and ground water contamination at mining sites with emphasis on non-point sources contributions from waste piles and alluvium deposited mine tailings and wastes
 - xv. Experience in identification and evaluation of innovative remedial technologies that reduce long term O&M costs
 - xvi. All representative project descriptions provided shall include the month and year the project was completed, the location of the project, and the name and phone number of a knowledgeable contact person. The DEQ may contact these people to check past performance records
2. Regulatory Knowledge:
 - i. Federal statutes (CERCLA, SARA, RCRA, TSCA, CWA, SDWA, and associated regulations)
 - ii. Idaho environmental statutes
 - iii. Local government land use-planning ordinances
 3. Scientific/Technical Knowledge:
 - i. Biological sciences: Human health and ecological risk assessment; toxicology; epidemiology; chemistry; air quality; EPA guidance; risk modeling; biology, botany;

- forestry; range science; ecology; soil science; reclamation technologies.
- ii. Physical/chemical sciences: Geology/hydrology; analytical chemistry; geochemistry; soil chemistry; general chemistry; engineering – civil and geotechnical.
 - iii. Data Base: Computer science; information systems; computer programming; knowledge of data base and spreadsheet software; statistics; data base structure development; GIS; mapping; AutoCAD; ARC view.
 - iv. Land Transfers/Infrastructure/O&M: Land use planning; engineering for waste disposal; surveying; map production; archaeology.

6.4.6 Personnel (ME)

Proposers shall provide a description of relevant expertise of proposed personnel (consultants and sub-consultants) who shall be available to perform scientific and technical services under the proposal with the DEQ. Information shall include a description of each individual's discipline and experience in the areas and activities listed 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 of individuals proposed to be key participants in the initial remedial design/remedial action shall be included. Resumes must not exceed 2 pages per individual and should be limited to pertinent information that clearly demonstrates the individual's ability to successfully complete each assigned task. The proposal must contain the table in Appendix E, Price Proposal Part 1, Salaries of Key Individuals, indicating the anticipated percentage of time that proposed personnel will be assigned to work assignments.

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

6.4.7 Technical Approach (ME)

The bidder is required to address the items described in Section 2.1, Scope of Work, and to provide their approach to accomplishing these activities at the Bunker Hill Superfund Site and Basin.

6.4.8 Quality Assurance/Quality Control Approach (ME)

The bidder should describe how they intend to implement the specific QA/QC requirements referred to in Section 5, Quality Assurance/Quality Control.

6.4.9 References (ME)

The bidder should include a description of prior work history and/or related projects conducted by the firm within the last two (2) years. All representative project descriptions provided shall include the month and year the project was completed, the location of the project, and the name and phone number of a knowledgeable contact person. DEQ may contact these people to check past performance records. Attached to this RFP is Appendix D. Performance Evaluation Reference Check Form for RFP0920 for your use.

At a minimum, written recommendations from at least two current or former clients should also be provided. These recommendations should include a description of similar services provided and an evaluation of the results.

6.4.10 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.**

6.4.11 Disclosure of Potential Conflicts of Interest (ME)

Each bidder must include a statement disclosing its status and the status of its parent companies, subsidiaries, and affiliates relative to PRPs associated with mine and smelting wastes in the Coeur d'Alene Basin, and/or any other potential conflict of interest. Each candidate shall also certify the following:

“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”.

The contractor and subcontractor(s) will not be considered for provisions 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.

6.4.12 Certification of Independent Price Determination

In accordance with 40 CFR 35.6550(b) (3) all proposals submitted for federal assistance shall include a signed Certification of Independent Price Determination, which is attached to this RFP as Appendix C. This document certifies that no collusion, as defined by Federal and State antitrust laws, occurred during bid preparation. **All proposals must contain a completed "Certification of Independent Price Determination (Appendix C) to be considered for contract award.**

6.5. Price Proposal (ME)

Price proposals must be submitted in the proposal package in a separate envelope and marked "PRICE PROPOSAL". No pricing information shall be included in the technical or general portion of the RFP response. All price proposals submitted to the state will be treated as confidential and will not be released to competing firms, individuals, agencies, or the general public until the contract is signed.

Proposers must be aware of, and agree to completely abide by, EPA's regulations concerning Procurement Under Assistance Agreements (40 CFR, Part 33). This is necessary because some of the funding for this contract may come from EPA. Among other requirements, these regulations address procurement rules and allowable costs, cost and price considerations, subcontracting requirements and restrictions, contract clauses, and contract review and approval procedures. Costs for travel and per diem will be reimbursed according to existing state policy. The State of Idaho policies can be found at the following Internet address:

www.sco.idaho.gov/web/sbe/sbeweb.nsf/pages/trvlpolicy.htm

Appendix E is the price proposal format that must be included in the separate price proposal. For purposes of this price proposal, the proposer shall provide two parts, Part 1: Salaries of Key Individuals, and Part 2: The Costing of Three Example Tasks.

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

Fully Loaded. The total hourly cost associated with the work performed by the listed individual. This cost includes Direct Raw Labor, Salary Overhead, General and Administrative Overhead.

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

Salary Overhead. The legal and customary fringe benefits such as Social Security, vacation pay, sick pay, holiday pay, pension, medical and dental

insurance, workers compensation taxes, and other insurance. Salary overhead shall be expressed as an approved percentage of direct raw labor costs.

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

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

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

Labor Classifications. The following definitions of the labor classifications appearing below are provided to aid in the preparation of the technical and cost portions of the proposal.

Professional

- P4** Level 4: Plans, conducts, and supervises project of major significance, necessitating proven managerial skills and knowledge of hazardous waste sites. Must demonstrate ability to originate and apply new and/or unique methods and procedures. Generally operates with wide latitude for unreviewed action.

Typical Title: National Program Manager, Project Leader or Manager, Chief Engineer or Scientist.

Normal Qualifications and Experience:

- Ph.D. degree or equivalent with 8 years or more of experience.
- M.S. degree or equivalent with 10 years or more of experience.
- B.S. degree with 12 years or more of experience.

Experience Factors: Technical experience in chemical waste site investigations or chemical cleanup activities, solid waste management, water pollution control, or other discipline directly related to the requirements of this contract. Minimum of four years of experience in supervising multidisciplinary professional and general office management including budgetary requirements.

- L3** Level 3: Under general supervision of National Program Manager, plans, conducts, and supervises assignments on a project-by-project basis. Estimates and schedules work to meet completion dates. Directs assistance; reviews progress and evaluates results; makes changes in methods, design or equipment where necessary. Responsible for safety and designing cost-effective approaches to define the extent of contamination at various waste sites in an accurate manner and to develop feasibility remedial options.

Typical Title: Regional Team Leader, Project Engineer, Task Manager.

Normal Qualifications and Experience:

- Ph.D. degree or equivalent with four years or more of experience.
- M.S. degree or equivalent with six years or more of experience.
- B.S. degree with eight years or more of experience.

Experience Factors: Technical experience in chemical waste site investigations or chemical cleanup activities, water pollution control, or other disciplines directly related to the requirements of this contract. Minimum of four years' experience or equivalent. Must have demonstrated ability to manage group of interdisciplinary professionals.

- L2** Level 2: Under supervision of a Senior or Project Leader, carries out assignments associated with projects. Work assignments are varied and require some originality and ingenuity. Applies training of professional discipline to assigned projects and translates technical guidance and training received into usable data products and reports. Evaluates data associated with various projects for use in defining extent of contamination and for developing feasibility studies for possible remedial action. Other duties as assigned.

Typical Title: Engineer, Scientist, Analyst.

Normal Qualifications and Experience:

- M.S. degree or equivalent with two years or more of experience in discipline.
- B.S. degree or equivalent with three years or more of experience in discipline.

Experience Factor: Minimum of two years in area directly related to contract requirements.

- L1** Level 1: Entry level for professional classification; works under supervision of Team or Project Leader. Gathers and correlates basic data and performs routine tasks and other duties as assigned. Makes recommendations on work assignments and on variables that affect field operations. Assists field operations as directed, including manual tasks of equipment setup and maintenance. Performs other duties as assigned.

Typical Title: Junior Associate (Biologist, Ecologist, Earth Scientist, etc.)

Normal Qualifications and Experience:

- B.S. degree or equivalent with limited experience.

Experience Factor: None.

Technician

- T2** Level 2: Performs non-routine and complex tasks in addition to routine assignments. Works at the direction of the Team or Project Leader. Gathers and correlates basic data and performs routine analyses. May also perform experiments or tests that may require nonstandard procedures and complex instrumentation. May construct components or subassemblies or prototype models. May troubleshoot malfunctioning equipment and make simple repairs as authorized by Team or Project Leader.

Typical Title: Senior Technician

Normal Qualifications and Experience: Two to six years of experience or equivalent.

Experience Factor: Related to scope of contract.

T1 Level 1: Entry level; performs simple, routine tasks under supervision as established in chain-of-command.

40 CFR 31.36(j) Payment to consultants. (1) EPA will limit its participation in the salary rate (excluding overhead) paid to individual consultants retained by grantees or by a grantee's contractors or subcontractors to the maximum daily rate for a GS-18. (Grantees may, however, pay consultants more than this amount). This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed; grantees will pay these in accordance with their normal travel reimbursement practices. (Pub. L. 99-591).

7. PROPOSAL SUBMISSION

7.1. Instructions

Proposals shall be submitted in a plainly marked **sealed envelope**. On the outside of the envelope, the hour and date of the bid proposal deadline, the name and address of the bidder, the name of the project, and the RFP number shall be indicated. All proposals must include a bidder's signature, name, and mailing address. Proposals must be filled out entirely, including names of subcontractors, if any are used.

7.1.1 Date, Time, and Number of Copies

One (1) original and three (3) copies of the technical proposal and one (1) original of the price proposal must be submitted by **4:00 P.M. (Mountain Time), April 3, 2013**.

Proposals must be sealed. All proposals will be stamped with the date and time upon arrival at DEQ and stored in a secure place until bid opening time. Hand delivered proposals must obtain a receipt verifying the date and time received. The receipt should be retained for future verification. For proposals submitted by mail, the receipt will be sent to the vendor. The mailing and hand delivery address is:

Department of Environmental Quality
ATTN: Fiscal Office/Marcia Todd RFP0920
1410 N. Hilton (Main Entrance)
Boise, Idaho 83706

NOTE: Bidders who use express mail or courier services must include the complete address on the mailing envelope and instruct the service to deliver the proposal to the main entrance, not the mail room. Failure to correctly address the envelope can result in a delay in delivery.

7.1.2 Late Proposals

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

7.1.3 Bid Opening

Sealed bid proposals will be opened publicly at five minutes after the hour of bid closing. Only the names of the offerors will be identified at the public bid opening.

7.2. Proposer Questions and DEQ Response

DEQ will not respond to telephone inquiries or visitations by proposers or their representatives regarding the technical aspects of the RFP. However, proposers may submit written, faxed, or e-mailed inquiries postmarked on or before **4:00 P.M.**

(Mountain Time) March 11, 2013 to: (by mail) Idaho Department of Environmental Quality, ATTN: Marcia Todd, 1410 North Hilton, Boise, Idaho 83706;(by fax) ATTN: Marcia Todd, 208-373-0315; (by email) marcia.todd@deq.idaho.gov . In addition, DEQ will hold a Presubmittal Conference to answer questions related to the proposal on **March 13, 2013, from 9:00 AM to 12:30 P.M. (Mountain Time)** in Conference Room C at the DEQ State Office Building, 1410 North Hilton, Boise, Idaho.

TeleConference arrangements have been made available for proposers not able to attend. TeleConference Access information is as follows: The Dial In Number is: (208) 373-0101; you will be prompted to enter in the bridge number which is **1**. Call at approximately **9:00 AM Mountain Time**. If you are going to use this service, please notify Marcia Todd by email at marcia.todd@deq.idaho.gov.

Questions previously submitted by proposers will be answered at that time, and there will be open discussion to address any other questions from proposers who are present. Written responses to all inquiries will be prepared and distributed to potential proposers approximately one week after the Presubmittal Conference.

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

8. SELECTION PROCEDURES

8.1. Administrative Review

Each bid proposal will be reviewed to determine if it is complete and if all minimum requirements have been met before being submitted for evaluation and scoring. Once the bid proposal is received, logged in, and opened, it is reviewed for the following minimum requirements:

- The bid was received before the date and time specified in the RFP.
- The transmittal letter is in the format specified in this RFP (Section 6.4.1.).
- The bid is signed by the individual authorized to bind the firm.
- The bid states that it is good for 90 days from receipt by DEQ.
- A complete, signed “Certification Regarding Debarment, Suspension, and Other Responsibility Matters” (Appendix B) is included.
- A complete, signed “Certification of Price Determination (Appendix C) is included.
- All information required in the RFP is contained in the bid proposal. This includes responses to the scope of work, technical approach, personnel, price proposal, and any other requirements.
- A complete, signed “Signature Page” (Appendix G) is included.

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

8.2. Technical Proposal Evaluation

Bid proposals submitted in response to this RFP will be evaluated by a bid evaluation committee comprised of at least three individuals who are qualified to evaluate the technical aspects of the bids. The mission of the bid evaluation committee is to develop a recommendation for award. The IEC will calculate a final technical score and rank the proposals accordingly.

8.2.1 Technical Proposal Scoring

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

Evaluation Criteria	Points Possible
Management Plan	100
Experience and Capabilities	200
Personnel	300
Price Proposal	400
Subtotal	1000
Oral Presentation (if required)	300
TOTAL	1300

8.3. Price Proposal Evaluation

Prior to administering the standard formula for price evaluation, where applicable, the Idaho Reciprocal Preference Law procedures are applied. Price proposals are then evaluated using the following formula, where the maximum points are 400.

8.3.1 Price Proposal Scoring

Lowest bid price = 400 points

Calculations for next bid price:

Lowest bid price / next bid price X 400 = # of points

[Example: \$10,000 / \$12,000 X 400 = 333.33 points]

8.4. Bidder Interview, Oral Presentation, and Scoring

The State may, at its sole option, either accept a bidder's initial proposal by award of a contract, or arrange oral presentations with bidders whose proposals are deemed to be reasonably susceptible of being considered for award. The purpose of the oral presentation is to provide the bidders an opportunity to make a 30-minute presentation on their proposal and to answer questions from the IEC. Upon completion of the oral presentations, if required, the IEC will calculate a final technical score and rank the proposals accordingly.

8.5. Final Results

A final tally is computed by summing scores from the technical proposal evaluation, bidder interviews (where applicable), and price proposal evaluation. The bidder with the most points is ranked number one. Other bidders are ranked accordingly. The highest-ranked bidder is considered the bidder to whom a contract may be awarded. The final scores are reviewed and approved by the DEQ director, who then authorizes the grants/contracts officer to proceed with notification. All bidders receive notification of bid evaluation results by certified mail.

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9. ADMINISTRATIVE REQUIREMENTS

9.1. Contract Term and Payment

DEQ expects to award an indefinite-delivery/indefinite-quantity type of contract to one firm. No specific projects are outlined in this RFP. Although it is reasonable to assume specific projects shall be assigned under the contract, DEQ cannot assure that any projects will be assigned.

Contracts shall be awarded for 1 year beginning on the date of signing by the director of the Idaho Department of Environmental Quality. The DEQ 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 additional 1-year periods, for a total of 4 years. Additionally, DEQ reserves the right to cancel the contract for substandard performance at any time. Payments will be made no more than monthly, for work completed, approved by the Project Officer, and billed. Five to ten percent of the amount of each Task Order may be held back and would not be payable until the DEQ Project Officer signs off on satisfaction with the final product for that Task Order.

9.2. 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.

9.3. Option to Obtain Services Outside the Contract

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

9.4. Public Disclosure of Information in Proposals and Bidder Responsibilities

Proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the DEQ administrator or designee. Thereafter, all proposals submitted in response to this request shall be deemed public record. In the event that a proposer desires to claim portions of its proposal as exempt from disclosure, **it is incumbent upon the proposer to identify those portions.**

At the time of bid submittal, each page or portion thereof claimed to be exempt from disclosure must be clearly identified by placement of a stamped, typed, or other

notation employing such language as “trade secret,” “proprietary,” or “confidential” in the lower right-hand corner of each relevant page. In addition, if a bidder has claimed certain portions of the bid proposal to be exempt from disclosure, **the bidder shall provide substantiation of the claim in the bid proposal**, which can be included as an appendix. The substantiation should address the following: the specific portions which are alleged to be entitled to confidential treatment; measures taken by the bidder to guard against nonconsensual disclosure of the information to others, and the means by which such measures will be continued; the extent to which the information has been disclosed to others and the precautions taken; pertinent confidentiality determinations, if any, by other state or federal agencies; any other relevant facts to support the claim that the information meets the definition of “trade secret;” and, if appropriate, the reason that the information is not required to be disclosed by state or federal statute (IDAPA 58.01.21.014.03).

DEQ will consider a proposer’s request(s) for exemption from disclosure; however, DEQ will make a decision predicated upon applicable law. An assertion by a bidder that the entire proposal is exempt from disclosure will not be honored.

9.5. Changes in the 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 working days prior to the deadline for proposal submission**. DEQ will not respond to telephone inquiries made by proposers about RFP changes. However, DEQ will respond to proposers’ questions as specified in Section 7.2.

9.6. Changes in Proposals

Modifications of proposals already received by DEQ may be made if they are received by DEQ prior to the scheduled deadline for proposal submission. All modifications must be made in writing by the individual authorized to commit the bidder to the proposed changes. No oral or telephone proposals or modifications will be considered.

9.7. Certification Regarding Debarment

In accordance with 40 CFR 32, all proposals submitted for federal assistance shall include a signed certification document, which is attached to this RFP as Appendix B. **All proposals must contain a completed “Certification Regarding Debarment, Suspension, and Other Responsibility Matters” (Appendix B) to be considered for contract award.**

9.8. Contract Terms and Conditions

The successful bidder will be required to sign a DEQ Standard Contract and adhere to all terms and conditions. The contract is included in this RFP as Appendix A. The bid proposal of the successful bidder, the RFP, and any addendum will become part of the contract. Any questions regarding the Standard Contract must be addressed in accordance with Section 7.2.

9.9. 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. "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.

9.10. 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. DEQ must approve in writing the use of subcontractors not identified in the contractor's proposal. The contractor is totally responsible for adherence by the subcontractors to all provisions of the contract.

9.11. 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. Affirmative steps include the following as a minimum:

1. Including qualified small, minority and women's business 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 schedule 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; and
6. Proposers are encouraged to procure goods and services from labor surplus areas.

Records supporting disadvantaged business participation shall be maintained by the contractor and shall be made available to DEQ's duly authorized representative upon request. DEQ is encouraged to meet certain requirements in this area and we ask that if a contractor meets the MBE/WBE definition or subcontracts with those firms, you report this to DEQ.

9.12. 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.

9.13. Insurance Requirements

The following is a brief explanation of the insurance coverage that DEQ requires of the contractor. A certificate of insurance will be required of the selected contractor. See the information at the end of this section regarding notice of cancellation or change to insurance policies.

9.13.1 Worker's Compensation

The CONTRACTOR, its subcontractor(s), if any and all employers providing work, labor, or materials under this contract are subject employers under the Idaho Worker's Compensation Law, and shall comply with Idaho Statutes regarding Worker's Compensation.

For the duration of this Contract, and until all work specified herein is complete, the CONTRACTOR, its subcontractor(s), if any, and all employers providing work, labor, or materials under this contract shall provide Idaho Worker's Compensation coverage that satisfies Idaho law for all their subject workers.

The CONTRACTOR must have a valid Worker's Compensation insurance policy in effect prior to the DEPARTMENT generating the contract. The CONTRACTOR must show proof of such coverage by presenting to the DEPARTMENT a valid certificate of insurance showing statutory coverage.

9.13.2 Employer's Liability for Worker Injury

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.

9.13.3 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 this Contract.

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.

Accident and Catastrophic Loss Insurance. The contractor shall have and maintain Excess Liability. The combined single limit per occurrence shall not be less than \$5,000,000 per each occurrence and \$5,000,000 aggregate. Pollution Liability and Professional Liability shall also be maintained \$1,000,000 per occurrence and \$2,000,000 aggregate.

9.13.4 State of Idaho as Additional Insured

The liability insurance coverage required for performance of the Contract shall include the State of Idaho and the Department of Environmental Quality and its divisions, officers, and employees as additional insureds, but only with respect to the CONTRACTOR'S activities to be performed under this Contract.

9.13.5 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.

9.14. Incurred Costs

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

APPENDIX A. DEQ Standard Contract

I. DEFINITIONS

- A. DEPARTMENT shall mean the Department of Environmental Quality of Idaho, any division, section, office, unit, or other entity of that DEPARTMENT, or any of the officers or other officials lawfully representing that DEPARTMENT.
- B. CONTRACTOR shall mean that individual, partnership, corporation, or other entity performing services under this CONTRACT. It shall include any subcontractor retained by the prime CONTRACTOR as permitted under the terms of this CONTRACT. It shall mean acting in an independent capacity, not as an officer, employee, or agent of the DEPARTMENT. It shall mean one who can provide the same or similar services to individuals or entities other than the DEPARTMENT.
- C. CONTRACTING OFFICER shall mean that person appointed by the DEPARTMENT to administer this CONTRACT on behalf of the DEPARTMENT. The term includes, except as otherwise provided in this CONTRACT, an authorized representative of the CONTRACTING OFFICER acting within the scope of his/her authority.
- D. CONTRACT shall mean the originally negotiated and executed CONTRACT (including Riders and Appendices), any negotiated and executed AMENDMENT to this contract and/or any TASK ORDER negotiated, executed and implemented pursuant to provisions of this contract.

II. RELATION OF PARTIES

- A. The parties intend to establish an Independent Contractor/Principal relationship by this contract.
 - 1. CONTRACTOR certifies that they are an Independent Contractor, and as an Independent Contractor will file all required forms and make the necessary payments appropriate to his Independent Contractor tax status.
 - 2. CONTRACTOR acknowledges that their status as an Independent Contractor complies with Treasury Regulations, Subchapter C, § 31.3121 (d)-1.
- B. The department is interested only in the quality of services provided and the final results to be achieved; the conduct and control of the worker will lie solely with the CONTRACTOR.
- C. The CONTRACTOR is not to be considered an agent or employee of the DEPARTMENT for any purpose, and neither the CONTRACTOR nor their employees are entitled to any benefits of employment provided by the DEPARTMENT to its employees.
- D. It is understood that the DEPARTMENT does not agree to use CONTRACTOR exclusively, and that CONTRACTOR is free to contract to perform similar services for other parties while under contract to the Department, so long as there is no interference with the performance of this Contract.

III. TERMINATION FOR CONVENIENCE

- A. The DEPARTMENT or CONTRACTOR may cancel this Contract at any time with or without cause upon thirty (30) days' written notice to the other party, and specifying the date of termination.
- B. Cancellation of the Contract by either party shall terminate the obligations or liabilities of the parties, except that the obligations or liabilities incurred prior to the termination date shall be honored.

IV. TERMINATION FOR DEFAULT

- A. CONTRACTOR default occurs if the CONTRACTOR fails to perform any of the covenants or conditions of this Contract; and the CONTRACTOR does not cure such defects in performance within ten (10) days after receipt of any written notice from the CONTRACTING OFFICER informing the CONTRACTOR of such defects in performance.
- B. Upon default, the DEPARTMENT may cancel this Contract without any notice and may pursue any and all legal, equitable, and other remedies available to the DEPARTMENT.
- C. If termination for default is effected by the DEPARTMENT, an equitable adjustment in the price provided in this CONTRACT shall be made, but:
 - 1. The DEPARTMENT shall withhold any uncommitted funds for work not performed;
 - 2. No amount shall be allowed for anticipated profit on unperformed services or other work; and
 - 3. Any payment due the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the DEPARTMENT because of the CONTRACTOR'S default.
- D. If termination for default is effected by the CONTRACTOR, or if termination for convenience is effected by the DEPARTMENT, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the CONTRACTOR relating to commitments which had become firm prior to the termination.
- E. Upon receipt of a termination action under paragraphs A. or B. above, the CONTRACTOR shall:
 - 1. Promptly discontinue all affected work (unless the notice directs otherwise); and
 - 2. Deliver or otherwise make available to the DEPARTMENT all data, drawings, specification, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this CONTRACT, whether completed or in process.

- F. Upon termination under paragraphs A. or B. above, the DEPARTMENT may take over the work and may award another party a contract to complete the work under this CONTRACT.
- G. If, after termination for default of the CONTRACTOR to fulfill contractual obligations, it is determined that the CONTRACTOR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the DEPARTMENT. In such event, adjustment of the CONTRACT compensation shall be made as provided above in paragraph D.
- H. In the event of legal action, the prevailing party shall be reimbursed for any and all expenses that are incurred as a result of the default including, but not limited to, legal fees, and losses incurred due to default.

V. ADDITIONAL PROVISIONS

Additional provisions, if any, are incorporated by reference on the cover sheet of this contract.

VI. INDEMNIFICATION

- A. The CONTRACTOR shall indemnify, defend, and save harmless the STATE OF IDAHO, and the DEPARTMENT, its officers, agents, and employees, from and against all liability, claims, damages, losses, expenses, actions, and suits whatsoever, including injury or death of others or any employee of the CONTRACTOR or subcontractor caused by or arising out of the CONTRACTOR'S negligent performance, act, or omission of any term of this Contract.
- B. The DEPARTMENT shall indemnify, defend and save harmless the CONTRACTOR, its officers, agents, employees and subcontractors from and against all liability, claims, damages, losses, expenses, actions and suits whatsoever, including injury or death of others or any employee of the DEPARTMENT to the extent caused by or arising out of the DEPARTMENT'S negligent performance, act or omission of any term of this CONTRACT. Nothing in this provision shall extend the liability of the DEPARTMENT beyond that provided in the Idaho Torts Claim Act, Idaho Code 6-901 et.seq.
- C. As an Independent Contractor, CONTRACTOR is responsible for all employee-related benefits, such as paid leaves and health insurance, and withholding and payment of F.I.C.A., F.U.T.A., and income taxes for Federal and State purposes. The DEPARTMENT shall not be responsible for these employee related benefits and tax items, and shall be indemnified and held harmless from any liability, cost or expenses, including any interest, penalties and attorney's fees, that may be connected with the CONTRACTOR'S failure to provide or pay such items.

VII. ASSIGNMENT AND SUBCONTRACTING

- A. This CONTRACT is to be binding on the heirs, successors and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent

of the other. No assignment of this CONTRACT shall be effective until the assignee assumes in writing the obligations of the assigning party, and delivers such written assumption to the other original party to this CONTRACT. Use of SUBCONTRACTORS by the CONTRACTOR, or subsidiary or affiliate firms of the CONTRACTOR, for technical or professional services shall not be considered an assignment of a portion of this CONTRACT.

- B. The parties agree that no services required under this CONTRACT may be performed under SUBCONTRACT unless both parties agree in writing.
- C. Approved subcontracts will contain all appropriate Federal and State requirements and such conditions and provisions as the DEPARTMENT may deem necessary.
- D. The CONTRACTOR understands and agrees to assume sole responsibility for the satisfactory performance of all subcontractors and subcontracted services.

VIII. ACCOUNTING, RECORDS RETENTION, ACCESS TO RECORDS, AND AUDITS

A. Record Retention, Disposal, and Access

The CONTRACTOR shall maintain books, records, documents and other evidence directly pertinent to performance of EPA funded work under this CONTRACT in accordance with generally accepted accounting principles and practices consistently applied, and in accordance with 40 CFR 31.36(i)(10) and (11), in effect on the date this CONTRACT is signed by both parties. Records shall be retained for a period of three (3) years after final payment is made and all other pending matters are closed. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the actions and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

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

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

B. Audits

1. Audits conducted under this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines of any reviewing or audit agency(s).
 2. The DEPARTMENT'S monitoring and audit efforts shall include activities aimed at: (1) assessment of agreement operation at a given point in time; (2) comparison of actual performance versus established performance standards; (3) identification of agreement accomplishments and/or deficiencies in operation and administration; and (4) evaluation of agreement results, benefits and impact upon project objectives. The DEPARTMENT shall have the right to evaluate both the management and financial systems of the CONTRACTOR to ascertain that there is compliance with all of the provisions contained in this contract. In determining the adequacy of these systems, the DEPARTMENT shall utilize internal staff or arrange for an independent certified public accounting firm: (a) survey the CONTRACTOR'S system to obtain information through discussion, inquiry and observation of what the system is stated to be; (b) appraise the adequacy of the system in terms of standards prescribed herein; (c) select a number of transactions and trace them through the records to ascertain whether the system is actually followed and is effective; and (d) interview CONTRACTOR'S staff members to determine management and organizational needs.
- C. The CONTRACTOR agrees to disclose all information and reports resulting from access to records under paragraph A. and B. of this Section to any of the agencies referred to in paragraph A.
- D. Access to records is not limited to the required retention periods. The authorized agencies designated in paragraph A of this Section shall have access to records at any reasonable time for as long as the records are maintained.
- E. This section applies to all records pertaining to this CONTRACT, TASK ORDERS, CHANGE ORDERS and AMENDMENTS:
1. To the extent the records pertain directly to performance of this CONTRACT;
 2. If there is any indication that fraud, gross abuse or corrupt practices may be involved;
or
 3. If the CONTRACT is terminated for default or for convenience.
- F. The CONTRACTOR agrees to account for all expenditures under this CONTRACT in accordance with generally accepted accounting principles, a cash or accrual method of accounting in accordance with 40 CFR 31.41 and to comply with the cost principles contained in 40 CFR 31.22 to determine allowable costs.
- G. It is understood and agreed that in case of the termination of the existence of the CONTRACTOR by bankruptcy or any other reason, that all records in the CONTRACTOR'S possession, program and fiscal, relating to this CONTRACT shall become the property of the DEPARTMENT.

H. Property Management

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

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

Inventory reports must include the following:

1. Description of property;
2. Manufacturer's serial number, model number or other identification number;
3. Source, including the assistance identification number;
4. Unit acquisition date and cost; and
5. Location, use and condition (by site and activity) and the date this information was recorded.

IX. PROJECT ASSESSMENT AND CORRECTIVE ACTION

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

X. CONFIDENTIALITY

- A. Where applicable, such as in the event of litigation, the CONTRACTOR shall not provide, disclose or reveal data, field notes, log books, photographs, computer stored information, drawings, specifications, reports, estimates, summaries or any other information or records including originals, copies, drafts, abstracts or information in any form generated or otherwise obtained in the performance of its responsibilities under this CONTRACT to any party other than the DEPARTMENT except upon compulsion by subpoena or other legal process. The CONTRACTOR shall provide prompt notice of service to the DEPARTMENT. The CONTRACTOR is not responsible for any of the above which may previously have been placed in the public domain. The DEPARTMENT will inform the CONTRACTOR in writing by certified mail when this clause is being invoked and what specific materials are considered confidential.
- B. All such materials shall be the property of the DEPARTMENT and shall be returned to the DEPARTMENT within eighty (80) days of expiration or termination of the CONTRACT or upon written demand of the DEPARTMENT.

C. The CONTRACTOR shall require all SUBCONTRACTORS to comply with Subsection X.A of this Contract by explicit reference or provision in each SUBCONTRACT.

XI. APPROPRIATION BY LEGISLATURE REQUIRED

It is understood and agreed that the DEPARTMENT is a government entity, and this Contract shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State Legislature as may exist from time to time. In the event the Legislature of the State of Idaho fails, neglects, or refuses to appropriate such funds as may be required and designated to continue payment for this Contract, this Contract shall be at such time automatically terminated and at an end. All future rights and liabilities of the parties hereto shall thereupon cease within thirty (30) days after the notice to the CONTRACTOR.

XII. EFFECT OF TERMINATION OF FEDERAL FUNDING

In the event Federal matching funds are reduced from current prorated levels, or terminated, the financial participation of the State of Idaho may be reduced accordingly or terminated.

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

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

XIV. OBLIGATIONS OF THE CONTRACTOR

A. Authorization to Proceed

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

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

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

XV. FEDERAL AND STATE AUDIT EXCEPTIONS

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

XVI. AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY

- A. The CONTRACTOR hereby agrees to provide all services funded through or affected by this CONTRACT without discrimination on the basis of race, color, national origin, age or physical/mental impairment, and to comply with all relevant sections of:
1. Title VI of the Civil Rights Act of 1964, as amended;
 2. Section 504 of the Rehabilitation Act of 1973, as amended; and
 3. The Age Discrimination Act of 1975 as amended.
 4. The Americans with Disabilities Act of 1990.
- B. The CONTRACTOR agrees to provide equal employment opportunity and take affirmative action in employment on the basis of race, color, national origin, religion, sex, age, physical/mental impairment and all relevant sections of:
1. Executive Order 11246, as amended by Executive Order 11375;
 2. The applicable provisions of the Department of Labor regulations (48 CFR, Part 22); as amended;
 3. Section 503 of the Rehabilitation Act of 1973, and
 4. Sections 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974.

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

XVII. CONFLICT OF INTEREST

A. Organizational Conflicts of Interest

1. The CONTRACTOR warrants that to the best of the CONTRACTOR'S knowledge and belief, there are no relevant facts or circumstances which could give rise to actual, apparent or potential organizational conflicts of interest or that the CONTRACTOR has disclosed all such relevant information.
2. The DEPARTMENT reserves the right to procure services from contractors other than the CONTRACTOR in the event the CONTRACTOR has an unresolvable conflict of interest which cannot be avoided. Such conflicts may include status as a potentially responsible party; present or proposed contractual arrangement with a potentially responsible party to be studied; present or proposed contractual agreements with a firm that manufactures or sells any substance or item to be studied, or present or proposed contractual agreements with a firm that manufactures or sells any substance or item in competition with a substance or item to be studied under this proposed contract.
3. Upon receipt of a work assignment, the CONTRACTOR shall identify any potential conflict of interest in its performance of services contemplated by the work assignment. If the DEPARTMENT determines that the CONTRACTOR has an unresolvable conflict which cannot be avoided, Section III and/or IV of this Contract will apply. The CONTRACTOR shall provide a Project Team which is qualified and free from potential conflict of interest to perform the services required by this CONTRACT, AMENDMENT(S) and/or task orders(s).

B. Individual Conflicts of Interest

With regard to individual employees performing services under this CONTRACT, the CONTRACTOR shall:

1. Notify the DEPARTMENT of any actual, apparent or potential conflict of interest involving any individual employee proposed to perform services under this CONTRACT, AMENDMENT(S) and/or TASK ORDER(S). In the event of any conflict of interest, the individual employee may be disqualified by the DEPARTMENT from taking part in any services creating the conflict of interest.
2. Require each individual professional employee proposed to work on any TASK ORDER to sign a copy of the "Individual Employee Agreement".

XVIII. CONTRACT DATA

The CONTRACTOR and the DEPARTMENT assure that the cost and pricing data submitted for evaluation with respect to negotiation of prices for negotiated CONTRACTS, lower tier SUBCONTRACTS and change orders are based on correct, accurate and complete data supported by their books and records. If the DEPARTMENT or appropriate Federal agency determines upon agreement by the CONTRACTOR that any price (including profit) negotiated in connection with this CONTRACT, lower tier SUBCONTRACT or AMENDMENT(S) and/or TASK ORDER(S) thereunder was increased by any significant sum because the data provided are incomplete, inaccurate or not current at the time of submission, then such price, cost or profit shall be reduced accordingly and the CONTRACT shall be modified in writing. Failure to agree on a reduction shall be subject to the remedies clause of this CONTRACT.

XIX. EMPLOYMENT

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

XX. SEVERABILITY

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

XXI. NON-WAIVER OF BREACH

Failure of the CONTRACTOR or the DEPARTMENT to insist upon strict performance of any of the covenants and conditions of this CONTRACT, or to exercise any option herein

conferred in any one or all instances, shall not be construed to be a waiver or relinquishment of any such covenant or condition but the same shall be and remain in full force and effect, unless such waiver is evidenced by the prior written consent of the CONTRACTOR or the DEPARTMENT.

XXII. LICENSES

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

XXIII. CLEAN AIR AND CLEAN WATER ACTS

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

XXIV. GOVERNED BY THE LAWS OF THE STATE OF IDAHO

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

XXV. NOTICE OF CONTRACT EFFECTIVENESS

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

CONTRACTOR'S Initials _____ Date _____

XXVI. CERTIFICATION REGARDING LOBBYING

The CONTRACTOR certifies that:

- A. None of the funds provided by this contract have been paid or will be paid by or on behalf of the CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or

the State legislature in connection with the awarding, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

- B. If any funds, other than funds provided by this contract, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the State legislature in connection with this contract, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and a copy of Standard Form LLL to the contracting agency.
- C. The CONTRACTOR shall require that the language of this certification be included in any subcontract, at all tiers, (including grants, subgrants, loans, and cooperative agreements) entered into as a result of this contract, and that all subrecipients shall certify and disclose accordingly.
- D. The CONTRACTOR understands that a false statement of this certification may be grounds for rejection or termination of this contract, and that their signature upon this contract is a material representation of fact upon which reliance was placed when this contract was made or entered into. In addition, under Section 1352, Title 31, U.S. Code, a false statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such false statement.

XXVII. 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 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 (1) (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 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.

XXVIII. COMPLETE STATEMENT OF TERMS

This Contract, the Request for Proposal, the Request for Proposal Pre-Bid Questions, DEQ Response and Request for Proposal Addendum, the Contractor's bid proposal and related attachments constitutes the entire agreement between the parties hereto and shall supersede all previous proposals, oral or written, negotiations, representations, commitments, and all other communications between the parties. It may not be released, discharged, changed or modified or assigned in whole or in part, and no claim for additional services not specifically provided herein will be allowed by the DEPARTMENT, except to the extent provided by an instrument in writing signed by a duly authorized representative of the CONTRACTOR and the DEPARTMENT.

Any Riders, Appendices, Attachments, and all other information attached to this Contract serve to supplement the terms and conditions of this Agreement, and do not change or eliminate any provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement.

(signatures)

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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 (1) (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.

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APPENDIX C. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

Company Name: _____

Address: _____

A. The offeror certifies that:

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

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

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

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

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

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

2.

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

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

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

<u>Full name of person(s) responsible for pricing</u>	<u>Title</u>	<u>Date</u>
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_____	_____	_____
-------	-------	-------

_____	_____	_____
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<u>Typed Name of Authorized Representative</u>	<u>Title</u>
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_____	_____
-------	-------

Signature of Authorized Representative

Date

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

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APPENDIX D. Performance Evaluation Reference Check Form – RFP0920

A performance evaluation reference is requested from your company/agency as a (current) (former) (both) client doing business with _____. The performance evaluation reference is sought as part of a State of Idaho request for proposals (RFP) for which the bidder is submitting a competitive proposal to provide services to the Idaho Department of Environmental Quality.

Organization/company/agency providing information:

(please print)

Name and title of contact person:

(please print)

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

(please print)

Return this form no later than April 3, 2013 directly to:

Department of Environmental Quality
Attention: Fiscal/Marcia Todd RFP0920
1410 N. Hilton St.
Boise, Idaho 83706

Check each category where tasks have been satisfactorily performed by the bidder within the context of the business conducted between the bidder and your organization, company, or agency. At the end of this form, please provide comments or explanation of any category that has not been checked as satisfactory on the back of this form.

- Controlled costs according to contract budget.
- Demonstrated ability to understand all tasks and services identified as contract obligations.
- Completed all tasks and services identified as contract obligations.
- Met required schedule for all deliverables.

- Delivered work of satisfactory. (Satisfactory work is defined as accurate, complete, and produced with a professional appearance, which includes correct formatting, punctuation, and spelling.)
- Demonstrated overall ability to work cooperatively and communicate on all aspects of contract.

Comments/explanation for any category found to be unsatisfactory in work provided:

Signature of person completing reference form

Date

Title

APPENDIX E. Price Proposal

Price Proposal Part 1

The table in Part 1 is to be completed with the name of key personnel, including subcontractors or consultants, who will do the work, their function, office location, labor classification, current raw salary rate per hour, and the anticipated percentage of time that the proposed personnel will be assigned to work assignments.

Price Proposal Part 2

For each of the following three tasks in Part 2, please provide the names, including subcontractors or consultants, of the people who will do the work, the costs for each person fully loaded using the hours shown, and the total cost to perform the Example Task. Only provide costs for the items requested. For example, do not estimate costs for paper and mailing of any of the deliverables in the Example Tasks.

**PRICE PROPOSAL
PART 2
EXAMPLE TASKS**

TASK 1

Monitoring and Reporting Price Proposal Example

Prepare a technical memorandum presenting a statistical evaluation and interpretive summary of quarterly ground water monitoring data collected to assess remedial action effectiveness.

Level of Effort:	20	hours of clerical
	150	hours ground water sampling
	40	hours lead Hydrogeologist
	40	hours statistical support
	100	hours technical support

Cost: Use the following Task 1 Format. Provide **Fully Loaded** costs for each of the personnel listed in level of Effort. List names with the associated fully loaded cost based on the hours provided in the example. Also provide any travel costs and per diem for any of the listed people. Provide any other costs associated with subcontractors and direct costs including computer time or any other equipment use. Also provide costs for company policy application of senior staff review, tech writer review, QA/QC reviews, and any other reviews that would be charged to DEQ to produce the technical memorandum.

**PRICE PROPOSAL
PART 2
TASK 1**

FIRM: _____

NAME	HOURS SPENT ON PROJECT	FULLY LOADED COSTS	TRAVEL COST	PER DIEM	DIRECT COSTS

SUBCONTRACTORS/CONSULTANTS

SENIOR STAFF REVIEW

TECH WRITER REVIEW

QA/QC REVIEWS

**PRICE PROPOSAL
PART 2
TASK 2**

FIRM: _____

NAME	HOURS SPENT ON PROJECT	FULLY LOADED COSTS	TRAVEL COST	PER DIEM	DIRECT COSTS

SUBCONTRACTORS/CONSULTANTS

SENIOR STAFF REVIEW

TECH WRITER REVIEW

QA/QC REVIEWS

OTHER REVIEWS

***NOTE: Only provide costs for the items requested.**

TOTAL COST TO PERFORM TASK 2: _____

**PRICE PROPOSAL
PART 2
EXAMPLE TASKS**

TASK 3

Provide project management support to the DEQ CDA Basin Team including participating on conference calls and preparing the monthly progress report to be submitted with the invoice for one month.

Level of Effort:	8	hours project manager and task manager for conference call
	10	hours to draft monthly report
	10	hours to prepare invoices
	5	hours document preparation

Cost: Use the following Task 3 format. Provide **Fully Loaded** costs for each of the personnel listed in Level of Effort. List names with the associated fully loaded cost based on the hours provided in the example. Also provide any travel costs and per diem for any of the listed people. Provide any other costs associated with subcontractors and direct costs including computer time or any other equipment use. Also provide costs for company policy application of senior staff review, tech writer review, QA/QC reviews, and any other reviews that would be charged to DEQ to produce the technical memorandum.

**PRICE PROPOSAL
PART 2
TASK 3**

FIRM: _____

NAME	HOURS SPENT ON PROJECT	FULLY LOADED COSTS	TRAVEL COST	PER DIEM	DIRECT COSTS

SUBCONTRACTORS/CONSULTANTS

SENIOR STAFF REVIEW

TECH WRITER REVIEW

QA/QC REVIEWS

OTHER REVIEWS

***NOTE: Only provide costs for the items requested.**

TOTAL COST TO PERFORM TASK 3: _____

APPENDIX F. RFP#0920 Bid Proposal Checklist

BID PROPOSAL CONTENTS

CHECK IF INCLUDED

Technical Proposal

Transmittal Letter	<input type="checkbox"/>
Cover Page	<input type="checkbox"/>
Business Organization	<input type="checkbox"/>
Management Plan	<input type="checkbox"/>
Experience and Capabilities	<input type="checkbox"/>
Personnel	<input type="checkbox"/>
Technical Approach	<input type="checkbox"/>
QA/QC Approach	<input type="checkbox"/>
References	<input type="checkbox"/>
Disclosure of Potential Conflict of Interest by Contractor	<input type="checkbox"/>
Appendix B: Certification Regarding Debarment	<input type="checkbox"/>
Substantiation of Claim for Exemption from Disclosure	<input type="checkbox"/>
Appendix C: Certification of Price Determination	<input type="checkbox"/>
Appendix F: Bid Proposal Checklist	<input type="checkbox"/>
Appendix G: Signature Page	<input type="checkbox"/>
Price Proposal Part 1 & Part 2	<input type="checkbox"/>

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APPENDIX G. SIGNATURE PAGE

SIGNATURE PAGE

This RFP response is submitted in accordance with all documents and provisions of RFP0920 Scientific Services for Remedial Activities in the Coeur D'Alene Basin.

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

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

Please complete the following information:

Offeror (Company Name): _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

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

Original Signature (Manually signed in ink)

Date

Please Type or Print Name

Title