



C.L. "BUTCH" OTTER
Governor
JOHN TIPPETS
Director
DAVE SANDE
Financial Officer

State of Idaho

Department of Environmental Quality

Fiscal Office – Contracts Management

1410 North Hilton
Boise, ID 83706
Telephone (208) 373-0502
Fax (208) 373-0315
Website: <http://www.deq.idaho.gov/>

RFQ1605BHOM

Bunker Hill Superfund Site (BHSS) Operations and Maintenance Work

1. Purpose

The Idaho Department of Environmental Quality (DEQ) is requesting quotes for various types of operations and maintenance work including: drainage issues, road/access maintenance, and landscaping as further detailed below.

The contact for this RFQ is:

Drew Evans, DEQ
208.373.0286
208.373.0315
Drew.Evans@deq.idaho.gov

Note: Any questions the vendors have regarding this solicitation or the general process shall be directed to the contact listed above. These questions will be answered by DEQ in as timely a fashion as possible. Please take note of the due date when preparing and sending questions. Unanswered or pending questions will not serve as a valid reason for DEQ accepting quotes received after the due date provided below. DEQ may deem it necessary to extend that due date in order to allow for responses to vendor questions. All vendors will be notified in writing if an extension is warranted.

2. Background

The BHSS in northern Idaho has been the focus of Superfund cleanup work for nearly three decades following the closure of the Bunker Hill Mine and Smelter in Kellogg, ID. The cleanup area encompasses the drainage from Mullan, ID to Harrison, ID. DEQ has been directly involved in securing contracts for drainage scenarios, road access and maintenance, as well as general landscaping. The operations and maintenance requirements for this area are on-going, providing a necessity to secure a contract for the work defined below.

3. Time lines

Quotes Due (by 5:00 p.m. MT)

May 27th, 2016 by 5.00pm MST

4. Scope of Work

See Exhibit A

5. Award Basis and Term

Award will be made to the responsive responsible vendor with the lowest **Average Fully Burdened Hourly Rate**, as provided on **Exhibit B, Price Sheet**. Each vendor is also required to include its standard **Percentage Above Cost** for materials (e.g., fill soil/base material/road mix, pipe/plumbing parts, spray, fertilizer, seed, fencing materials, etc.). This percentage is based solely on a materials markup, as indirect costs such as overhead, payroll taxes, insurance, and administrative costs should be included in the provided fully burdened hourly rates.

As there will be no expenditure of federal funds on the contract resulting from this solicitation, Davis-Bacon Act prevailing wages SHALL NOT apply to vendor quotes.

The initial term of the resulting contract will be 1 year, with 3 optional renewals of 1 year each, upon mutual agreement of the parties.

6. Response

Complete **Exhibit B**, Price Sheet, and fax, e-mail, mail, or hand-deliver/courier your quote so that it is received at the physical address as detailed on the **DEQ Signature Page** prior to the deadline established above.

Complete **Exhibit C**, Work Experience, and include with your submittal.

Submitted quotes **MUST** be accompanied by a signed **DEQ Signature Page**.

Quotes must include all **Required Submittal Items** (See below).

Vendors submitting a response to this RFQ shall note the terms and conditions of the **DEQ Standard Contract**, provided as an attachment to this solicitation, as those terms and conditions shall serve as the basis for the contract awarded in connection with this RFQ.

A vendor conditioning either the DEQ Signature Page or the DEQ Standard Contract in its submission will not be considered for contract award. Any questions regarding these two attachments should be forwarded to Drew Evans, the Contracts Officer for this solicitation, and will be answered according to the instructions included in **Section 1** above.

List of Attachments	Required Submittal Items
Exhibit A – Scope of Work Exhibit B – Price Sheet Exhibit C – Work Experience Exhibit D - Insurance Requirements DEQ Signature Page DEQ Standard Contract	Exhibit B – Price Sheet Exhibit C – Work Experience DEQ Signature Page

Exhibit A
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Scope of Work for BHSS Operations and Maintenance Work

1. Drainage Issues

1.1. Work in this category can include cleaning out plugged or collapsed culvert pipes under roadways, along roadways, or cleaning out/repairing pipes/basins installed for drainage within the BHSS.

1.1.1. Culvert Construction, Repair, and/or Clean Out – many of the culverts installed within the BHSS are old. Culverts that are washed out or completely collapsed will need to be excavated and replaced. Proper culvert replacement construction shall be carried out according to proper installation techniques, including, but not limited to; grade-drop, soil/fill compaction, and surface finishing.

Some culverts will only need to be repaired or cleaned out in order to restore appropriate drainage.

1.1.2. Sediment Basin Clean Out and Repair – cleaning out and reconstructing rock-lined sediment basins that have been disrupted by scouring or major storm events. Clean up and reconstruction could include removing debris and lining the basin with rocks.

1.1.3. Pipe Investigation/Repair – drainage pipes within the BHSS may become disconnected or dislodged for a number of reasons, stopping proper drainage, and requiring investigation and repair. In some cases, investigating will require the use of a scope camera in order to determine the cause of the drainage issue. Repairs may include the following; excavating a portion of the pipe to expose the damaged connection for fixing, mending a damaged pipe seam, surveying drop and bedding/setting the pipe.

1.1.4. Ditch/Gully Repair – cleaning out and reconstructing rock-lined drainage ditches. Often, disruption of ditches/gullies occurs during major storm events. Clean up and reconstruction is required to return those areas to DEQ/EPA standards, and could include removing debris and lining the ditch/gully with large rocks.

2. Road/Access Maintenance

2.1. Work in this category can include repairing DEQ or Environmental Protection Agency (EPA) roads or road shoulders damaged by: storm events, motorized vehicles, or livestock traffic. This category will also involve occasional road access tasks, including constructing/moving barriers to prohibit vehicle traffic.

2.1.1. Repairs to Access Roads/Terraces – spreading and compacting gravel on roads/terraces within the BHSS where damage requires maintenance.

2.1.2. Access Control for Recreational Sites – this can include blocking roadway/trail access, within the BHSS, with large rocks, wooden logs, dirt mounds, etc., in order to prevent entry of motorized vehicles, primarily ATVs and Motorcycles.

2.1.3. Barrier Protection – placing jersey barriers along the edge of a road or trail, within the BHSS, in order to stop motorized vehicles (i.e., traffic) from using unauthorized roadways/trails.

3. General Landscaping

3.1. Work in this category can include working on land under the care of both DEQ and the EPA. This category may involve: spraying noxious weeds, seeding and/or fertilizing different areas, power raking, removing trees or other natural obstructions, and mending/installing fencing.

3.1.1. Weed Control – only over-the-counter herbicides may be used by Contractor unless the Contractor holds a license to purchase commercial chemicals. Spraying can be done utilizing walking sprayers or vehicle-mounted sprayers, depending on the specific requirements of the affected area.

3.1.2. Reseeding Grassy Areas – can be accomplished utilizing different techniques, as well as different vegetative mixes, depending on the requirements of the situation.

3.1.3. Fertilizing Grassy Areas – can be accomplished utilizing different techniques, as well as different fertilizers, depending on the requirements of the situation.

3.1.4. Surface Preparation for Reseeding/Fertilizing – may include: tilling, shovel work, raking, aeration, leveling, introduction of soil, etc.

3.1.5. Clearing/Pruning Brush/Trees – may include: removal of trees/shrubs/brush obstructing an access road/trail, ditch/gully, or culvert, manually or with a chainsaw or similar tool; pruning trees/shrubs/brush that could be hazardous to vehicles/pedestrians, or potentially encroaching on a road/trail/ditch/gully/culvert.

3.1.6. Planting Shrubs and Trees – surface/soil preparation and excavation to plant trees/shrubs for the purpose of erosion control on hillsides or banks within the BHSS. Plantings may also be utilized for barrier/access control.

3.1.7. Fencing – repairing or replacing/building new fencing, within the BHSS, damaged/required by animals/livestock, natural encroachment or weather, vandalism, pedestrian/vehicle traffic.

Exhibit B
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Price Sheet for BHSS Operations and Maintenance Work

This Price Sheet (2 pages total) must be completed in FULL and submitted with your quote.

Printed Name of Person Submitting Quote: _____

Provide a Fully Burdened Hourly Rate for each of the following work categories. A Fully Burdened Hourly Rate includes all direct and indirect costs involved in “delivering” one hour of the particular work category. The vendor with the lowest Average Fully Burdened Hourly Rate (pending an approved Percentage Above Cost and Work Experience) shall be awarded the DEQ contract for BHSS Operations and Maintenance Work.

Note: Each vendor responding to this solicitation should be conscientious when formulating Fully Burdened Hourly Rates for its quote. The eventual contract shall incorporate the Fully Burdened Hourly Rates provided by the awardee (Contractor), for each work category, as the maximum allowable rate for that work category for the initial term of the contract.

The Average Fully Burdened Hourly Rate shall be calculated by the submitting vendor by adding all Fully Burdened Hourly Rates for each work category, and then dividing that total by the number of work categories provided. **(\$Total / 11)**

Note: Each submitted quote shall be administratively reviewed by the DEQ Contracts Officer, Drew Evans. If an Average Fully Burdened Hourly Rate is found to be inaccurate, the unit prices provided by the submitting vendor for Fully Burdened Hourly Rates, shall be utilized to calculate an accurate Average Fully Burdened Hourly Rate. Any attempt by the vendor to “game” the process or purposefully provide inaccurate pricing information shall be cause for rejection of the vendor’s quote.

Work Category	Fully Burdened Hourly Rate (\$/Hour)
Project Manager (e.g., Site Manager, Manager-in-Charge)	
General Laborer	
General Equipment Operator	
Flagger	
Water Truck with Driver	
Dump Truck with Driver	
Skid Steer with Operator	
Spraying Unit with Operator	
Chain Saw with Operator	
Mini Excavator with Operator	
Vibratory Roller with Operator	
Average Fully Burdened Hourly Rate:	

Although the Percentage Above Cost for materials will not determine the contract awardee, it could be cause for the rejection of a vendor's quote. A vendor providing a disingenuous percentage – one dramatically lower or higher than industry average (e.g., 10-20%) – shall be carefully contemplated by DEQ, and could result in the rejection of a vendor's submission or clarification of its quoted percentage.

Note: The provided Percentage Above Cost for materials shall be incorporated into the contract as the maximum allowable percentage over cost of materials for the initial term of the contract.

If two vendors Average Fully Burdened Hourly Rates are significantly close, DEQ has the right to award a contract to the vendor with the lower Percentage Above Cost for materials – as this would be in the best interest of DEQ and the state of Idaho.

Percentage Above Cost for Materials:

DEQ acknowledges the "Work Categories" provided above may not comprehensively cover all possible labor/equipment combinations required to complete tasks pursuant to the contract awarded from this solicitation. By submitting a quote, the vendor agrees to extend labor/equipment fully burdened hourly rates, commensurate with comparable "Work Categories" included in this RFQ.

As there will be no expenditure of federal funds on the contract resulting from this solicitation, Davis-Bacon Act prevailing wages SHALL NOT apply to vendor quotes.

Company Name: _____

Contact Name/Phone: _____

Contact E-mail: _____

Exhibit C
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Work Experience for BHSS Operations and Maintenance Work

1. Contiguous Engagement in Industry

1.1. Provide documentation with your submittal proving your company has at least 5 years' contiguous experience, within the last 10 years, in the industry of drainage/road maintenance and general landscaping. This engagement in exact or similar work to the nature of the Scope of Work provided in **Exhibit A** is necessary in establishing your ability to complete the tasks that arise during the life of the resulting contract for BHSS Operations and Maintenance Work.

2. Representative List of Clients

2.1. Provide contact information for 3 current (or recent – within the last 5 years) clients establishing your company's network of engaging in projects of exact or similar nature to the Scope of Work provided in **Exhibit A**. Provide a brief (no more than 1 type-written page) narrative of the project in-process or completed for each client. Also provide, at a minimum, the following contact information for each client: full name of primary contact, phone number for client, and email for client.

3. Hazardous Materials Training

3.1. Provide evidence of current 40 hour Hazardous Material Training successfully completed by all of the vendor's employees that could be utilized on tasks pursuant to a contract resulting from this solicitation.

4. Internal Controls Program (ICP) Licensure

4.1. Provide your company's ICP License Number with your submittal.

Exhibit D
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Insurance Requirements for Awardee of BHSS Operations and Maintenance Work

INSURANCE: Within 5 days of notification of award, the apparent successful vendor will provide certificates of the insurance required by the specifications naming the Idaho Department of Environmental Quality (DEQ) as additional insured and will maintain the insurance during the life of the contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the 5 business day period may be cause for your quotation to be rejected.

The Contractor shall carry liability and property damage insurance that will protect them and DEQ from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

The Contractor shall not commence work under the contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to DEQ. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until the contract is terminated.

1.1 Commercial General and Umbrella Liability Insurance. Contractor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this contract.

1.1.1 CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

1.2 Commercial Automobile and Commercial Umbrella Liability Insurance. Contractor shall maintain Commercial Automobile Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

1.3 Workers Compensation Insurance and Employer's Liability. Contractor shall maintain workers compensation and employers liability insurance, and shall comply with Idaho Statutes regarding Worker's Compensation.

1.3.1 The Commercial Umbrella and/or employers liability limits shall not be less than \$500,000 each accident for bodily insurance by accident or \$500,000 each employee for bodily injury by disease.

Additional Requirements:

DEQ as Additional Insured: The liability insurance coverage required for performance of the Contract shall include DEQ officers and employees as additional insured, but only with respect to the Contractors activities to be performed under this Contract.

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 thirty (30) days prior written notice from the Contractor or its insurer to the Division of Purchasing.

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 DEQ, its officers and employees.

DEQ STANDARD CONTRACT

(Note: Page 1 of the DEQ Standard Contract is the Standard DEQ Contract Header, not included here.)

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, Sec. 31.3121 (d)-1.
- B. The DEPARTMENT is interested only in the quality of services provided and the final results to be achieved; the conduct and control of the worker will lie solely with the CONTRACTOR.
- C. The CONTRACTOR is not to be considered an agent or employee of the DEPARTMENT for any purpose, and neither the CONTRACTOR nor their employees are entitled to any benefits of employment provided by the DEPARTMENT to its employees.
- D. It is understood that the DEPARTMENT does not agree to use CONTRACTOR exclusively, and that CONTRACTOR is free to contract to perform similar services for other parties while under contract to the Department, so long as there is no interference with the performance of this Contract.

III. TERMINATION FOR CONVENIENCE

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

IV. TERMINATION FOR DEFAULT

- A. CONTRACTOR default occurs if the CONTRACTOR fails to perform any of the covenants or conditions of this Contract; and the CONTRACTOR does not cure such defects in performance within ten (10) days after receipt of any written notice from the CONTRACTING OFFICER informing the CONTRACTOR of such defects in performance.

- B. Upon default, the DEPARTMENT may cancel this Contract without any notice and may pursue any and all legal, equitable, and other remedies available to the DEPARTMENT.
- C. If termination for default is effected by the DEPARTMENT, an equitable adjustment in the price provided in this CONTRACT shall be made, but:
 - 1. The DEPARTMENT shall withhold any uncommitted funds for work not performed;
 - 2. No amount shall be allowed for anticipated profit on unperformed services or other work; and
 - 3. Any payment due the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the DEPARTMENT because of the CONTRACTOR'S default.
- D. If termination for default is effected by the CONTRACTOR, or if termination for convenience is effected by the DEPARTMENT, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the CONTRACTOR relating to commitments which had become firm prior to the termination.
- E. Upon receipt of a termination action under paragraphs A. or B. above, the CONTRACTOR shall:
 - 1. Promptly discontinue all affected work (unless the notice directs otherwise); and
 - 2. Deliver or otherwise make available to the DEPARTMENT all data, drawings, specification, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this CONTRACT, whether completed or in process.
- F. Upon termination under paragraphs A. or B. above, the DEPARTMENT may take over the work and may award another party a contract to complete the work under this CONTRACT.
- G. If, after termination for default of the CONTRACTOR to fulfill contractual obligations, it is determined that the CONTRACTOR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the DEPARTMENT. In such event, adjustment of the CONTRACT compensation shall be made as provided above in paragraph D.
- H. In the event of legal action, the prevailing party shall be reimbursed for any and all expenses that are incurred as a result of the default including, but not limited to, legal fees, and losses incurred due to default.

V. ADDITIONAL PROVISIONS

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

VI. INDEMNIFICATION

- A. The CONTRACTOR shall defend, indemnify and hold harmless the STATE OF IDAHO, and the DEPARTMENT, its officers, agents, and employees, from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the CONTRACTOR, its employees, agents, or subcontractors under the Contract that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act. CONTRACTOR shall have no indemnification liability under this section for death, injury, or damage arising solely out of the negligence or misconduct of the DEPARTMENT.
- B. 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.

- C. The CONTRACTOR will maintain Worker's Compensation Insurance and will provide certificate of same if requested by the Department. Failure to provide a Certificate of Worker's Compensation insurance may result in a price adjustment to cover any cost to the DEPARTMENT of providing the necessary worker's compensation insurance. The DEPARTMENT will not assume liability as an employer. The CONTRACTOR must provide either a certificate of worker's compensation insurance issued by a surety licensed to write worker's compensation insurance in the State of Idaho, as evidence that the contractor has in effect a current Idaho worker's compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Industrial Commission.

VII. ASSIGNMENT AND SUBCONTRACTING

- A. This CONTRACT is to be binding on the heirs, successors and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this CONTRACT shall be effective until the assignee assumes in writing the obligations of the assigning party, and delivers such written assumption to the other original party to this CONTRACT. Use of SUBCONTRACTORS by the CONTRACTOR, or subsidiary or affiliate firms of the CONTRACTOR, for technical or professional services shall not be considered an assignment of a portion of this CONTRACT.
- B. The parties agree that no services required under this CONTRACT may be performed under SUBCONTRACT unless both parties agree in writing.
- C. Approved subcontracts will contain all appropriate Federal and State requirements and such conditions and provisions as the DEPARTMENT may deem necessary.
- D. The CONTRACTOR understands and agrees to assume sole responsibility for the satisfactory performance of all subcontractors and subcontracted services.

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

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

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

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

- B. Audits.
 - 1. Audits conducted under this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines of any reviewing or audit agency(s).
 - 2. The DEPARTMENT'S monitoring and audit efforts shall include activities aimed at: (1) assessment of agreement operation at a given point in time; (2) comparison of actual performance versus established performance standards; (3) identification of agreement accomplishments and/or deficiencies in operation and administration; and (4) evaluation of agreement results, benefits and impact upon project objectives. The

DEPARTMENT shall have the right to evaluate both the management and financial systems of the CONTRACTOR to ascertain that there is compliance with all of the provisions contained in this contract. In determining the adequacy of these systems, the DEPARTMENT shall utilize internal staff or arrange for an independent certified public accounting firm: (a) survey the CONTRACTOR'S system to obtain information through discussion, inquiry and observation of what the system is stated to be; (b) appraise the adequacy of the system in terms of standards prescribed herein; (c) select a number of transactions and trace them through the records to ascertain whether the system is actually followed and is effective; and (d) interview CONTRACTOR'S staff members to determine management and organizational needs.

- C. The CONTRACTOR agrees to disclose all information and reports resulting from access to records under paragraph A. and B. of this Section to any of the agencies referred to in paragraph A.
- D. Access to records is not limited to the required retention periods. The authorized agencies designated in paragraph A of this Section shall have access to records at any reasonable time for as long as the records are maintained.
- E. This section applies to all records pertaining to this CONTRACT, TASK ORDERS, CHANGE ORDERS and AMENDMENTS:
 - 1. To the extent the records pertain directly to performance of this CONTRACT;
 - 2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
 - 3. If the CONTRACT is terminated for default or for convenience.
- F. The CONTRACTOR agrees to account for all expenditures under this CONTRACT in accordance with generally accepted accounting principles, a cash or accrual method of accounting in accordance with 40 CFR 31.41 and to comply with the cost principles contained in 40 CFR 31.22 to determine allowable costs.
- G. It is understood and agreed that in case of the termination of the existence of the CONTRACTOR by bankruptcy or any other reason, that all records in the CONTRACTOR'S possession, program and fiscal, relating to this CONTRACT shall become the property of the DEPARTMENT.
- H. PROPERTY MANAGEMENT

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

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

Inventory reports must include the following:

- a. Description of property;
- b. Manufacturer's serial number, model number or other identification number;
- c. Source, including the assistance identification number;
- d. Unit acquisition date and cost; and
- e. Location, use and condition (by site and activity) and the date this information was recorded.

IX. PROJECT ASSESSMENT AND CORRECTIVE ACTION

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

X. CONFIDENTIALITY

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

XI. APPROPRIATION BY LEGISLATURE REQUIRED

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

XII. EFFECT OF TERMINATION OF FEDERAL FUNDING

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

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

This agreement is subject to the provisions of any relevant Federal regulations and any relevant provisions of the State Plan in effect at the time this Contract is executed, or which thereafter became effective. Such Federal regulations and State plans are on file in the Central Office of the Department 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 7.
- D. The CONTRACTOR agrees to comply with the requirements for small, minority women's and labor surplus area businesses in 40 CFR 31.36(e) 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 irresolvable 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 irresolvable 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.

XIV. 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.

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

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

XXIV. COMPLETE STATEMENT OF TERMS

This Contract, the Request for Quote, and any Addenda, the Contractor’s response and related attachments constitutes the entire agreement between the parties hereto and shall supersede all previous responses, 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.

CONTRACTOR:

STATE OF IDAHO:

BY: _____

BY: _____

NAME: _____

NAME: Dave Sande, CPA

TITLE: _____

TITLE: Chief Financial Officer

DATE: _____

DATE: _____

Contractor’s Mailing Address:

Telephone #: _____

Fax #: _____

Email address: _____