



C.L. "BUTCH" OTTER
Governor
JOHN TIPPETS
Director

State of Idaho

Department of Environmental Quality

Fiscal Office – Contracts Management

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

RFQ1712RECM

Radiological Equipment Calibration, Maintenance and Repair

1. Purpose

The Idaho Department of Environmental Quality (DEQ) is requesting quotes for full-service, specialized, radiological equipment maintenance and repair.

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 reserves the right to extend that due date in order to allow for responses to vendor questions. All vendors will be notified in writing if a solicitation closing date extension is warranted.

2. Background

Under the guidance of its agreement with the Western Governors' Association, DEQ is charged with oversight and appropriate care of specialized radiological equipment, in order to support emergency response functions related to transport of transuranic waste. This radiological equipment requires interval calibration, according to ANSI standards NGSL Z450-1 (1994) and ISO/IEC 17025, as well as occasional maintenance and timely repairs to ensure functionality.

3. Time lines

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

December 9th, 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 “Standard Calibration Price” as reflected in the completion of **Exhibit B, Price Sheet**, but DEQ will also take into account estimated shipping costs.

Note: When evaluating submitted quotes for contract award based on average standard calibration price, DEQ will also take into account the average “Estimated Shipping Cost” of radiological equipment from the vendor’s facility to the operating location (within Idaho) of the equipment. Shipping costs could be substantial if traveling to a vendor facility outside the mountain west, and therefore must be considered when making a contract award that will be most advantageous to DEQ, and in turn, the state of Idaho.

The term of the resulting contract will be 4 years. Each year, on the anniversary of initial contract execution, the Contractor along with DEQ, shall review the agreement to ensure the fulfillment of the terms and conditions of the agreement, and to execute any applicable (if needed) amendment(s) to the agreement.

6. Response

Complete **Exhibit B, Price Sheet**, and 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.

Note: The price sheet is **3 pages total**, and must be completed in FULL. Please complete the price sheet on the computer if possible. If printed (preferably in color) and completed manually, please WRITE CLEARLY in ink. If the response is submitted by mail or carrier, please print the price sheet in color.

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 – Proof of Insurance Requirements DEQ Signature Page DEQ Standard Contract	Exhibit B – Price Sheet Exhibit C – Proof of Insurance DEQ Signature Page

Exhibit A
RFQ1712RECM

Scope of Work for Radiological Equipment Calibration, Maintenance and Repair

1. The Contractor shall provide all services required to appropriately calibrate each piece of radiological testing equipment. Calibration of each piece of equipment will be done on an interval basis, as established by the ANSI standards of ANSI/NGZL Z450-1 (1994) and ISO/IEC 17025, in order to ensure full functionality of each piece of equipment.
 - 1.1. If there are certain pieces of radiological equipment DEQ or its associates deem as requiring special calibration parameters or particular default calibration parameters different from the ANSI standards – those details will be provided to the Contractor by DEQ’s INL Oversight Manager (or designee).
 - 1.2. DEQ is aware that some pieces of equipment, upon receipt for calibration by the Contractor, will require additional maintenance or repair in order to restore the piece of equipment to full and appropriate working order. In these cases, the Contractor shall notify the DEQ-INL Oversight Manager, Kerry Martin (or designee), to receive authorization before moving forward with maintenance or repairs of equipment outside of normal calibration.

Kerry Martin, INL Oversight Manager; 900 North Skyline Drive – Suite B, Idaho Falls, ID 83402
Phone Number: 208.528.2615; Mobile: 208.520.1763; Email: kerry.martin@deq.idaho.gov
 - 1.3. Additionally, DEQ understands certain pieces of radiological equipment, once received and assessed by the Contractor, may be determined as beyond repair and unfit for future use. In such scenarios, the Contractor shall notify the DEQ-INL Oversight Manager (or designee), and an appropriate path forward will be arranged at that time.
 - 1.4. The Contractor shall provide “calibration needed” notices for each piece of radiological equipment related to its agreement with DEQ, to the DEQ INL Oversight Manager (or designees), 30 days prior to the required (scheduled) calibration for a specific piece of equipment.
 - 1.4.1. Upon contract award, DEQ shall provide a comprehensive list of the existing pieces of radiological equipment (including serial number and location of equipment), which will be supported under the contract agreement, to the Contractor.
2. The Contractor shall maintain all calibration records, histories, and QA processes for each piece of radiological equipment related to its agreement with DEQ. This retention of records shall be at no extra cost to DEQ.
3. During the term of the contract agreement, both parties understand that the current comprehensive list of radiological equipment supported under the agreement may be modified to include additional, or exclude retired, pieces of equipment. DEQ will keep the Contractor aware of any changes to the equipment list, in writing, and the Contractor shall update its records at the time of notification of such changes. The Contractor also agrees to provide comparable industry pricing for calibration (and shipping charges, when applicable) for newly added equipment requiring calibration, maintenance and repair.
4. There are times when DEQ may require expedited calibration/maintenance/repair services during the term of the agreement. Those approved requests will be made to the Contractor, in writing, by the DEQ INL Oversight Manager (or designee), with details of the services required and timeframe information.

**Exhibit B
RFQ1712RECM**

Price Sheet for Radiological Equipment Calibration, Maintenance and Repair

Price Sheet Notes for a Submitting Vendor:

-Each separate make and model of radiological equipment *currently* on DEQ’s list of supported equipment for the impending contract is represented within the price sheet included below. There is a space for a “Standard Calibration Price,” along with a space for the “Estimated Shipping Cost” from the submitting vendor’s service location to the respective equipment model’s operating location.

A vendor must complete all pricing fields in order to be considered for contract award.

-DEQ is aware that shipping costs will be ESTIMATES, and will not reflect the exact pricing for third-party shipping of that item by carrier under the future contract. The shipping ESTIMATES provided must reflect the vendor’s closest estimation at the time of submission and **MUST reflect a NATIONAL THIRD-PARTY SHIPPING COMPANY (e.g., UPS, FedEx, USPS, etc.) at the STANDARD GROUND SHIPPING RATE.**

-A space has also been provided for the submitting vendor to record its standard HOURLY Service Rate for maintenance/repairs.

-No space has been provided for pricing on common repair (replacement) parts. DEQ has no way of contemplating all potential replacement parts that may be needed on future repairs under the contract agreement, and therefore those prices will not be taken into account for contract award. However, it is expected vendors will provide competitive and fair industry pricing (i.e., parts markup pricing) on replacement parts while under contract with DEQ.

Manufacturer	Model Number	Standard Calibration Price	Estimated Shipping Cost from Vendor Facility to:	
Ludlum	2929		Idaho Falls, ID	
Ludlum	3030		Idaho Falls, ID	
Ludlum	14-C		Ammon, ID	
			Blackfoot, ID	
			Boise, ID	
			Caldwell, ID	
			Fort Hall, ID	
			Idaho Falls, ID	
			Coeur D'Alene, ID	
			Lewiston, ID	
Pocatello, ID				
Twin Falls, ID				

Manufacturer	Model Number	Standard Calibration Price	Estimated Shipping Cost from Vendor Facility to:	
Ludlum	2241-2		Ammon, ID	
			Blackfoot, ID	
			Boise, ID	
			Caldwell, ID	
			Idaho Falls, ID	
			Coeur D'Alene, ID	
			Jerome, ID	
			Lewiston, ID	
			Meridian, ID	
			Pocatello, ID	
			Twin Falls, ID	
Ludlum	2241-3		Idaho Falls, ID	
Ludlum	9-3		Fort Hall, ID	
Victoreen	CDV-700		Bonnors Ferry, ID	
Victoreen	CDV-742		Bonnors Ferry, ID	
Victoreen	CDV-750		Bonnors Ferry, ID	
MGP Instruments	DMC 2000s		Fort Hall, ID	
Eberline	E-600		Idaho Falls, ID	
Ortec	GMX-25200-P		Idaho Falls, ID	
Ortec	GMX-75230-B-S		Idaho Falls, ID	

Manufacturer	Model Number	Standard Calibration Price	Estimated Shipping Cost from Vendor Facility to:	
Alpha Spectra	Nal (Fidler)		Idaho Falls, ID	
SAIC	PD-3i-s		Ammon, ID	
			Boise, ID	
			Caldwell, ID	
			Fort Hall, ID	
			Idaho Falls, ID	
			Coeur D'Alene, ID	
			Jerome, ID	
			Lewiston, ID	
			Meridian, ID	
			Pocatello, ID	
			Twin Falls, ID	
Eberline	RO20		Idaho Falls, ID	
			Pocatello, ID	
Berkeley Nucleonics	SAM 935		Idaho Falls, ID	
Fluke	451-P		Idaho Falls, ID	

Average "Standard Calibration Price" for all 18 equipment models:

\$

Average "Estimated Shipping Cost" for all equipment models and locations:

\$

HOURLY Vendor Service Rate for Maintenance and Repairs:

\$

Company Name: _____

Name of Person (Print) Submitting Quote: _____

Contact E-mail and Phone Number: _____

Exhibit C
RFQ1712RECM

Proof of Insurance Requirements for Radiological Equipment Calibration, Maintenance and Repair

INSURANCE: Each submitting vendor will provide certificate(s) of insurance reflecting the below-defined minimum limits of the insured (vendor) and shall 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 with a quote submission 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 (if necessary) 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:

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 DEQ.

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).



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VACANT
Financial Officer

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SIGNATURE PAGE for Use with the Below-Referenced Request for Quote (RFQ)

Quotes shall be typewritten or handwritten in ink. Originals shall be submitted in accordance with the solicitation documents. **SUBMITTED QUOTES MUST INCLUDE THIS SIGNATURE PAGE WITH THE ORIGINAL SIGNATURE OF AN INDIVIDUAL AUTHORIZED TO BIND THE SUBMITTING VENDOR.**

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

If mailing/hand delivering its response to this submittal, the vendor should include all required documents in one package, and the words "Quote for Radiological Equipment Calibration, Maintenance and Repair – RFQ1712RECM" shall be noted on the outside of that package. To be certain your package is handled properly, label the exterior of your package as follows:

Radiological Equipment Calibration, Maintenance and Repair – RFQ1712RECM
ATTN: DEQ Contracts Officer – Drew Evans
QUOTE FOR: Radiological Equipment Calibration, Maintenance and Repair
RFQ NUMBER: RFQ1712RECM
CLOSES: December 5th, 2016 by 5.00pm MST

Send/Hand Deliver your package to: Department of Environmental Quality – C/O Contracts Management
1410 North Hilton / Boise, ID 83706 or Drew.Evans@deq.idaho.gov

This RFQ response is submitted in accordance with all documents and provisions of the specified RFQ Number and Title detailed below. By my signature below, I accept the terms, conditions, and requirements contained in the solicitation, including, but not limited to, the DEQ STANDARD CONTRACT terms and conditions in effect at the time this RFQ was issued, as incorporated by reference into this solicitation. As the undersigned, I certify I am authorized to sign and submit this response for the vendor. I further acknowledge I am responsible for reviewing and acknowledging any addendums that have been issued for this solicitation.

RFQ Number: RFQ1712RECM **RFQ Title:** Radiological Equipment Calibration, Maintenance and Repair

Please complete the following information:

VENDOR (Company Name): _____

PHYSICAL MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: _____ FAX: _____ FEIN/SSN: _____

Email Address(es): _____

THIS SIGNATURE PAGE MUST BE SIGNED WITH AN ORIGINAL HANDWRITTEN SIGNATURE AND SUBMITTED WITH YOUR RESPONSE IN ORDER TO BE CONSIDERED FOR CONTRACT AWARD.

Original Signature (Manually Signed in Ink) Date

Please type or Print Name Title

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 or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph B of this certification; and
- D. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Contractor’s Mailing Address:

Telephone #: _____

Fax #: _____

Email address: _____