



STATE OF IDAHO  
DEPARTMENT OF  
ENVIRONMENTAL QUALITY

1410 North Hilton • Boise, Idaho 83706 • (208) 373-0502

C.L. "Butch" Otter, Governor  
Curt Fransen, Director

December 19th, 2013

**SUBJECT: Request for Proposals (RFP) – RFP0924  
Optimization Training for Surface Water System Operators that Utilize Membrane  
and Conventional Filtration**

Dear Sir/Madam:

The Idaho Department of Environmental Quality (IDEQ), through this Request for Proposal (RFP), is soliciting proposals for a qualified contractor to provide optimization training for operators of drinking water systems that have surface water sources and utilize membrane and/or conventional filtration treatment.

Should you elect to submit a proposal, the proposal must carefully adhere to the enclosed RFP guidelines and must be signed by an official authorized to bind the proposer. This RFP does not commit the DEQ to pay any cost incurred in the preparation and submission of proposals. All RFP's issued by DEQ are administered in a fair and equitable manner in compliance with applicable procurement rules and regulations. Procurement rules and regulations can be reviewed on the Idaho Division of purchasing website.

The DEQ will not respond to telephone inquiries or visitations by proposers or their representatives concerning technical aspects of this RFP. However, bidders may submit written, FAXED, or emailed inquiries postmarked on or before **4:00 p.m. January 2<sup>nd</sup>, 2014**. In addition DEQ will hold a bidder's conference to answer questions related to the proposal on January 8<sup>th</sup>, 2014 from 9:00 to noon. Please refer to **Section 8.2** of the RFP for specific instructions.

The deadline for submission of proposals is **January 30<sup>th</sup> at 4:00 p.m. (Mountain Time)**. Proposals must be submitted to Idaho Department of Environmental Quality, ATTN: **Fiscal Office/RFP0922, 1410 North Hilton, Boise Idaho 83706**. You may obtain a receipt noting the date and time the proposal was submitted. For proposals submitted by mail, the receipt will be sent to you.

The DEQ anticipates that the bid review will be completed and the results announced approximately 1 week following bid due date. If you have questions regarding administration or procurement procedures, please contact Grants/Contracts Officer Kenneth Grimmett at (208)373-0410.

Sincerely,

A handwritten signature in blue ink that reads "Dave Sande".

Dave Sande, CPA  
Financial Officer

Enclosure

**IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY  
REQUEST FOR PROPOSAL**

**RFP0924**

**Optimization Training for Surface Water System Operators that Utilize  
Membrane and Conventional Filtration**

**RFP Release Date:** 12/19/13

**Bid Proposal Due Date:** 1/30/14

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## **1.0 GENERAL INFORMATION**

### **1.1 Purpose of This Request for Proposal**

The Idaho Department of Environmental Quality (DEQ), through this Request for Proposal (RFP), is seeking a qualified Contractor to provide optimization training for operators of drinking water systems that have surface water sources and utilize membrane and/or conventional filtration treatment. Proposals submitted will serve as the basis for reviewing qualifications from which a limited number of interested parties will be invited for formal interviews. All proposals must carefully adhere to the enclosed RFP guidelines and be signed by an official authorized to sign for the offer.

### **1.2 Background**

This RFP is designed to provide Contractors with the information necessary for the preparation of competitive Proposals. The RFP process is for DEQ's benefit and is intended to provide DEQ with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Contractor is responsible for determining all factors necessary for submission of a comprehensive Proposal.

DEQ is coordinating this optimization training in an effort to improve public health protection by focusing on the operations of public drinking water systems that use surface water as a source. This optimization training is being coordinated in hopes to improve surface water treatment plant performance, achieve compliance with the Surface Water Treatment Rule, and provide maximum protection to public health. We want operators to utilize the knowledge they gather in this training to improve the performance of their existing treatment plant by systematically addressing the factors limiting its performance.

The ultimate goal of this training is to optimize individual plant performance to continuously meet a turbidity of < 0.10 NTU from individual filters. However, success of the training shall also be measured by improved performance after the training effort (as compared to performance prior to the training). Improved performance shall be measured utilizing plant effluent turbidity levels (95th percentile, percentage of measurements < 0.10 NTU, percentage of measurements < 0.20 NTU, percentage of measurements < 0.30 NTU, etc.). The training events shall aim to create an environment where there is tenacity for producing high quality finished water and to transfer process control skills to operation staff.

## **2.0 SCOPE OF WORK**

### **2.1 Tasks/Description of work**

The Vendor shall address each requirement in Section 5 of the RFP as provided for in that Section and explain how it will comply with each requirement. Bid Proposals must be fully responsive to each requirement. Unless otherwise noted, merely repeating the requirements may be considered non-responsive and may disqualify the Vendor. Bid Proposals must identify any deviations from the requirements of this RFP or requirements the Vendor cannot satisfy. Any deviations from the requirements of the RFP or any requirement of the RFP that the Vendor cannot satisfy may disqualify the Vendor. In addition to addressing the Technical Requirements, Section 7 requires the Vendor to provide a work plan describing how the Vendor will accomplish the project.

DEQ wishes to retain a Contractor to provide optimization training to approximately 35 attendees at each location. The attendees will be comprised of DEQ staff and treatment plant operators of public drinking water systems that use surface water as a source. There will be no cost to the attendees of the training. There will be three separate training events and those optimization training events shall be conducted in three separate Regions in Idaho. Each location (Coeur d'Alene, Lewiston, and Boise) will have a separate optimization training event that consists of three consecutive days of training to be held approximately one month apart (See Section 3). DEQ will be responsible for procuring and paying for any expenses associated with the use of the training location in which each training will be held. Each optimization training event shall be two days classroom and one day field training. Dates shall be mutually agreed upon by the Contractor, the Department, and the individual plants participating in the training.

The Contractor shall be available one month prior to the training for a pre-training conference call with DEQ Regional staff and the Capacity Development Coordinator to discuss logistics. DEQ will obtain Continuing Education Units (CEUs) from the Idaho Bureau of Licensing (IBOL) for the three training events. The Contractor shall assist the Department staff in selecting a treatment plant in which to have the field portion of the training. The Contractor shall provide a pre-training homework document to DEQ's Capacity Development Coordinator for review and approval. Once approved DEQ will distribute the pre-training homework to the attendees prior to the training. This pre-training homework will help to ensure operators come prepared to utilize real world data from their plant to help them set goals, identify trends, interpret their data, identify future data to be collected, and identify special studies to be conducted when they return to their facilities. After each training event, DEQ Regional staff will have an opportunity to gather additional questions and present those questions to the Contractor during a one to two-hour conference call. Feedback regarding how the training went (logistics, location, content, etc.) will be provided in writing by both the DEQ Regional staff and the Contractor to the Capacity Development Coordinator after each optimization training has been conducted in the first two DEQ Regions. This feedback is meant to facilitate making subsequent training events better than the last.

DEQ staff shall use the knowledge they have gained to review subsequent sample results from the participating public water systems. DEQ staff shall conduct follow-up interviews with participating treatment plant operators. Both the data review and the interviews will be used to evaluate the success of the training. The Contractor is not expected to generate any memos and/or reports.

The objectives of this training are to:

- Have operators set goals in their treatment plants.
- Identify what data needs to be collected and how to collect that data.
  - From Collection
  - To Recording
  - To Reporting
  - Then using the data for Optimization
- Interpret the data and identifying trends in data.
- Assist attendees in conducting special studies within the treatment plant.

- Address the common performance limiting factors identified in surface water treatment plants (e.g., application of concepts and testing to process control).
- Improve the finished water quality of the surface water treatment plants through the implementation of optimization techniques that protect customers from pathogenic organisms such as *Giardia* and *Cryptosporidium*.
- Promote a peer-to-peer exchange on technical, leadership, and management issues related to water treatment optimization.
- Support the development of a training model that can be used as a basis for addressing other technical and managerial issues faced by surface water treatment plants, and
- Develop skills for the DEQ staff so that they can consider implementing similar training at additional facilities.

**NOTE:** EPA participation in the salary rate for individual consultants retained either through a contract or by subcontractors, is limited to a maximum daily rate for a GS-18 (40 CFR 31.36(j)). When salary rates are above this limit, the balance must be paid by state funds.

## **2.2 Technical Specifications**

The successful Contractor shall be knowledgeable and experienced in the practical aspects of water treatment plant operations. Such operations include chemical coagulant applications, clarifier operation and sludge treatment and disposal, sand filter operation, backwashing and maintenance methods, disinfection techniques, and laboratory testing functions. The trainer provided by the Contractor shall also have extensive experience in optimization of water treatment plants using the Composite Correction Program (CCP) process. Extensive Contractor experience is required in conducting Comprehensive Performance Evaluations (CPEs), Comprehensive Technical Assistance (CTAs), and in particular Performance Based-Training events (PBTs).

### 3.0 DELIVERABLES

The successful Contractor will need to list recommended contract deliverables with time-lines. At a minimum, all training materials, i.e., pre-training homework, agendas, presentations, and work plans shall be provided to the Department in electronic format.

Obligation	Task Milestone Date
<p><b>Deliverable #1:</b>  <b>Location: Coeur d'Alene</b></p> <p><b>Task 1:</b> Pre-Training Conference Call one month prior to the training with DEQ Regional staff and Capacity Development Coordinator to discuss logistics. Provide assistance and consultation with Department staff in selecting field training plants.</p> <p><b>Task 2:</b> Pre-Training Homework delivered to DEQ staff for review and approval.</p> <p><b>Task 3:</b> Training Day 1 – Classroom</p> <p><b>Task 4:</b> Training Day 2 – Classroom</p> <p><b>Task 5:</b> Training Day 3 – Field</p> <p><b>Task 6:</b> Training Event Follow-up with Region.</p> <p><b>Task 7:</b> Feedback to improve the next training.</p>	<p><b>Task 1:</b> No later than one month prior to the training.</p> <p><b>Task 2:</b> No later than one month prior to the training.</p> <p><b>Task 3, 4, and 5:</b> Anticipated to be due no later than <b>March 31, 2014</b></p> <p><b>Task 6, and 7:</b> No later than two weeks after the training.</p>
<p><b>Deliverable #2:</b>  <b>Location: Lewiston</b></p> <p><b>Task 1:</b> Pre-Training Conference Call one month prior to the training with DEQ Regional staff and Capacity Development Coordinator to discuss logistics. Provide assistance and consultation with Department staff in selecting field training plants.</p> <p><b>Task 2:</b> Pre-Training Homework delivered to DEQ staff for review and approval.</p> <p><b>Task 3:</b> Training Day 1 – Classroom</p> <p><b>Task 4:</b> Training Day 2 – Classroom</p> <p><b>Task 5:</b> Training Day 3 – Field</p> <p><b>Task 6:</b> Training Event Follow-up with Region.</p> <p><b>Task 7:</b> Feedback to improve the next training.</p>	<p><b>Task 1:</b> No later than one month prior to the training.</p> <p><b>Task 2:</b> No later than one month prior to the training.</p> <p><b>Task 3, 4, and 5:</b> Anticipated to be due no later than <b>April 30, 2014</b></p> <p><b>Task 6, and 7:</b> No later than two weeks after the training.</p>

<p><b>Deliverable #3:</b>  <b>Location: Boise</b></p> <p><b>Task 1:</b> Pre-Training Conference Call one month prior to the training with DEQ Regional staff and Capacity Development Coordinator to discuss logistics. Provide assistance and consultation with Department staff in selecting field training plants.</p> <p><b>Task 2:</b> Pre-Training Homework delivered to DEQ staff for review and approval.</p> <p><b>Task 3:</b> Training Day 1 – Classroom</p> <p><b>Task 4:</b> Training Day 2 – Classroom</p> <p><b>Task 5:</b> Training Day 3 – Field</p> <p><b>Task 6:</b> Training Event Follow-up with Region.</p>	<p><b>Task 1:</b> No later than one month prior to the training.</p> <p><b>Task 2:</b> No later than one month prior to the training.</p> <p><b>Task 3, 4, and 5:</b> Anticipated to be due no later than <b>May 31, 2014</b></p> <p><b>Task 6:</b> No later than two weeks after the training.</p>
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**4.0 SCHEDULE**

Number of Events: Three (3)

Locations: Coeur d’Alene, Lewiston, and Boise

Time of Year: March 2014 (Coeur d’Alene, ID)  
 April 2014 (Lewiston, ID)  
 May 2014 (Boise, ID)

*(Final dates shall be mutually agreed upon by the Contractor, the Department, and the individual plants participating in the training.)*

Training duration: 3 consecutive days of training at 3 separate locations (9 days total).

Training environment: Classroom setting (2 days), Treatment plant setting (1 day).

Class size: Approximately 35 (of those, 5-10 will be DEQ regulatory staff).

Cost to Attendees: No Cost (Free)

Audience: DEQ will advertise the training and attempt to fill the classes with attendees who are operators of surface water systems having treatment plants that utilize membrane and conventional filtration.

CEUs: DEQ will obtain approval for Continuing Education Units for the training events.

Classroom Training: DEQ will provide the location for the two classroom sessions at each of the three training events.

Treatment Plant Selection: Prior to the first optimization training event, the Contractor shall provide input into the selection of the plants that will participate in the optimization training events. The Contractor shall provide a template for site selection criteria and shall be available for consultation during the site selection effort. DEQ will be responsible for making all final arrangements.

Pre-Training Conference Call: One month prior to the training a conference call will be held between the Contractor, DEQ Regional staff, and the Capacity Development Coordinator to discuss logistics, agenda, presentations, and work plan.

Pre-Training Homework: The Contractor shall provide a pre-training homework document to DEQ’s Capacity Development Coordinator for review and approval. Once approved DEQ will distribute the pre-training homework to the attendees prior to the training. This pre-training homework will help to ensure operators come prepared to utilize real world data from their plant to help them set goals, identify trends, interpret their data, identify future data to be collected, and identify special studies to be conducted when they return to their facilities.

Training Event Follow-up: Any questions the operators might have after the training will be directed to the Department and the Department will contact the Contractor for a one to two-hour conference call. Each DEQ Region gets one call (3 calls total). In the event additional calls are necessary to address site specific questions they will be scheduled by the Department under a written task order. These additional calls will be billed at an hourly rate provided by the Contractor and agreed to by the Department.

Training Event Feedback: Feedback regarding how the training went (logistics, location, content, etc.) will be provided in writing by both the Department Regional staff and the Contractor to the Capacity Development Coordinator after each optimization training event has been conducted.

Training Evaluation: DEQ staff shall use the knowledge they have gained to review subsequent sample results from the participating public water systems. DEQ staff shall conduct follow-up interviews with participating treatment plant operators. Both the data review and the interviews will be used to evaluate the success of the training. The Contractor is not expected to generate any memos and/or reports.

## **5.0 MINIMUM REQUIREMENTS**

The DEQ reserves the right to determine whether the supportive materials submitted by the Vendor demonstrate the Vendor will be able to comply with the Minimum Requirements. If the DEQ determines the supportive materials do not demonstrate the Vendor will be able to comply with the Minimum Requirements, the DEQ may disqualify the Bid Proposal. The successful Vendor shall be obligated to provide all goods and/or services specified in this Section.

The successful Vendor shall provide the goods and/or services to DEQ using the Contract in accordance with the specifications and technical requirements as provided in this Section. The Vendor shall address each requirement in this Section and indicate whether or not it will comply with the requirement. If the context requires more than a yes or no answer or the section specifically indicates, the Vendor shall explain how it will comply with the requirement. Proposals must address each requirement. Merely repeating the requirements may be considered non-responsive and may disqualify the Vendor. Proposals must identify any deviations from the requirements of this RFP or requirements the Vendor cannot satisfy. If the Vendor deviates from or cannot satisfy the requirement(s) of this section, the DEQ may reject the Proposal.

### **5.1 Minimum Qualifications of Contractor**

The successful Contractor shall be knowledgeable and experienced in the practical aspects of water treatment plant operations. Such operations include chemical coagulant applications, clarifier operation and sludge treatment and disposal, sand filter operation, backwashing and maintenance methods, disinfection techniques, and laboratory testing functions. The trainer provided by the Contractor shall also have extensive experience in optimization of water treatment plants using the Composite Correction Program (CCP) process. Extensive Contractor experience in conducting Comprehensive Performance Evaluations (CPEs), Comprehensive Technical Assistance (CTAs), and in particular Performance Based-Training events (PBTs), is a requirement. The Contractor must be able to demonstrate experience in conducting PBT training events. A list of completed PBT training events must be provided. Current contact information (names, phone numbers, e-mail addresses) for contract officer or training event coordinator shall be provided by the Contractor to the Department. This information will be used by the Department to verify training content and quality at previously delivered training events of this type.

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

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

## **5.2 Treatment Plant Selection**

Prior to the first optimization training event, the Contractor shall provide input as necessary, into the selection of the plant that will participate in the optimization training. The Contractor shall provide a template for site selection criteria and shall be available for consultation during the site selection effort.

## **5.3 Pre-Training Conference Call**

One month prior to the training, a conference call will be held between the Contractor, DEQ Regional staff, and the Capacity Development Coordinator to discuss logistics, agenda, presentations, and work plan.

## **5.4 Pre-Training Homework**

The Contractor shall provide a pre-training homework document to DEQ's Capacity Development Coordinator for review and approval. Once approved DEQ will distribute the pre-training homework to the attendees prior to the training. This pre-training homework will help to ensure operators come prepared to utilize real world data from their plant to help them set goals, identify trends, interpret their data, identify future data to be collected, and identify special studies to be conducted when they return to their facilities.

## **5.5 Training Events**

The optimization training shall be conducted in three separate Regions in Idaho. Each location (Coeur d'Alene, Lewiston, and Boise) will have a separate optimization training event that consists of a three consecutive day training session to be held approximately one month apart. Dates shall be mutually agreed upon by the Contractor, the Department, and the individual plants participating in the training. Each training event is expected to last three days.

The Contractor shall provide two appropriately qualified and experienced trainers for each event. The Contractor shall provide an outline of each event approximately one month prior to each session, for review by the Department. The location of the training sessions shall be coordinated by the Department. The Department will also be responsible for ensuring that a treatment plant is available for the last day of training in each Region in order to incorporate hands-on efforts during the training sessions.

Efforts addressed during the optimization training sessions may include the following:

- Adoption of optimized performance goals,
- Setting goals in the treatment plant
- Collecting data

- Data development
- Data interpretation
- Identifying trends in the data
- Sampling
- Testing
- Special studies development
- Coagulation control
- Conducting jar testing
- Pump feed rates
- Chemical dosages
- Filter backwash procedures
- Other operational guidelines.

In addition, guidance shall be provided to individual water systems relative to other changes related to operation, maintenance, and administration factors.

### **5.6 Training Event Follow-Up**

During the training, the Contractor shall provide data interpretation and technical support to the treatment plant operators. Any questions the operators might have after the training will be directed to the Department and the Department will contact the Contractor for a one to two-hour conference call. Each DEQ Region gets one call (3 calls total). If additional calls are necessary they will be conducted consistent with process outlined in “Training Event Follow-up” under the section titled 4.0 Schedule. Treatment plant operators and the Department personnel will complete all data compilation and analysis after the training. The Contractor is not expected to compile or analyze individual plant performance data, with the exception of minimal data manipulation required for training session material.

### **5.7 Training Event Feedback**

Feedback regarding how the training went (logistics, location, content, etc.) will be provided in writing by both the Department Regional staff and the Contractor to the Capacity Development Coordinator after each optimization training event has been conducted in the first two DEQ Regions. This feedback is meant to facilitate making subsequent training session better than the last.

### **5.8 Training Evaluation**

DEQ staff shall participate in the training events. DEQ staff shall use the knowledge they have gained to review subsequent sample results from the participating public water systems. DEQ staff shall conduct follow-up interviews with participating treatment plant operators. Both the data review and the interviews will be used to evaluate the success of the training. The Contractor is not expected to generate any memos and/or reports.

### **5.9 Contract Deliverables**

The successful Contractor will need to list contract deliverables with time-lines and provide them to the Department. At a minimum, all training materials, i.e., pre-training homework, agendas, presentations, and work plan, shall be provided to the Department in electronic format.

## **6.0 QUALITY ASSURANCE/QUALITY CONTROL**

## **6.1 DEQ Standards**

DEQ will not engage in any sample collection as a component of this work. This RFP will address training for operators.

## **7.0 FORMAT FOR BID PROPOSAL**

Each bidder's submittal will be in the format outlined in this section. Proposals must be submitted in two separate documents, the technical proposal and the price proposal. The technical proposal is limited to 50 pages exclusive of appendices. There should be no unnecessary attachments, enclosures, or exhibits. Each section of the proposal will be clearly identified with appropriate headings. Failure to follow these instructions may cause disqualification.

### **7.0.1 Background Information**

The Vendor shall provide the following general background information:

- 7.0.1.1** Name, address, telephone number, fax number and e-mail address of the vendor including all d/b/a's or assumed names or other operating names of the Vendor.
- 7.0.1.2** Form of business entity, *i.e.*, corporation, partnership, proprietorship, 'limited liability Company', and whether the entity is registered as a Targeted Small Business. Include "Tax Payer Identification Number", and vendor's "DUNS" number.
- 7.0.1.3** State of incorporation, state of formation, or state of organization.
- 7.0.1.4** Identification and specification of the location(s) and telephone numbers of the major offices and other facilities that relate to the Vendor's performance under the terms of this RFP.
- 7.0.1.5** Local office address and phone number (if any).
- 7.0.1.6** Number of employees.
- 7.0.1.7** Type of business.
- 7.0.1.8** Name, address and telephone number of the Vendor's representative to contact regarding all contractual and technical matters concerning this Bid Proposal.
- 7.0.1.9** Name, address and telephone number of the Vendor's representative to contact regarding scheduling and other arrangements.
- 7.0.1.10** Name and qualifications of any subcontractors who will be involved with this project.
- 7.0.1.11** Identify the Vendor's accounting firm.

**7.0.1.12** The successful Vendor will be required to register to do business in Idaho. If already registered, provide the date of the Vendor's registration to do business in Iowa and the name of the Vendor's registered agent.

The vendor shall include similar information for any sub-vendors to be engaged in any projects under this contract.

## **7.1 Transmittal Letter**

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

In addition, the transmittal letter must include:

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

## **7.2 Technical Approach**

The Vendor shall address each requirement in Section 2 of the RFP as provided for in that Section and explain how it will comply with each requirement. Bid Proposals must be fully responsive to each requirement. Unless otherwise noted, merely repeating the requirements may be considered non-responsive and may disqualify the Vendor. Bid Proposals must identify any deviations from the requirements of this RFP or requirements the Vendor cannot satisfy. Any deviations from the requirements of the RFP or any requirement of the RFP that the Vendor cannot satisfy may disqualify the Vendor. In addition to addressing the Technical Requirements, Section 2 and 7 requires the Vendor to provide a work plan describing how the Vendor would accomplish the project.

## **7.3 Qualifications/Experience**

The Vendor must provide the following information regarding its qualifications and experience:

**7.3.1** Number of years in business.

**7.3.2** Number of years experience with providing the types of goods and services sought by the RFP.

**7.3.3** Describe the level of technical experience in providing the types of goods and services sought by the RFP.

**7.3.4** List of all goods and services similar to those sought by this RFP that the Vendor has provided to other governmental entities.

#### **7.4 Staff Assigned to the Work**

The Vendor must provide résumés for all key personnel who will be involved in providing the goods and/or services contemplated by this RFP. The following information must be included in the résumés:

**7.4.1** Full name.

**7.4.2** Education.

**7.4.3** Years of experience and employment history particularly as it relates to the requirements of the RFP. Include experience on similar projects.

**7.4.4** At least three professional references.

**7.4.5** Specific technical accomplishments and hardware and software expertise.

**7.4.6** Job description for the purposes of this RFP.

The vendor shall include similar information for any subvendors to be engaged for any projects under this contract

#### **7.5 Project Management**

The Vendor shall describe their approach to managing the work for DEQ. This shall include meeting time lines and deliverable schedules and communication with the DEQ project manager.

#### **7.6 QA/QC Approach**

DEQ will not engage in any sample collection as a component of this work. This RFP will address training for operators and DEQ staff.

#### **7.7 References**

The Vendor shall provide letters of reference from at least three (3) previous customers or clients knowledgeable of the Vendor's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.

#### **7.8 Work Plan**

The Vendor shall provide a work plan that specifies the minimum requirements outlined in Section 5.0 of this RFP.

## **7.9 Price Proposal**

The Vendor shall provide a fixed price per training event as well as a cost/hr. for additional follow-up conference calls should they become necessary.

## **8.0 INSTRUCTIONS FOR PROPOSAL SUBMISSION**

### **8.1 Proposal Submission**

#### **8.1.1 Date, time, number of copies**

*Proposals are due Thursday January 30<sup>th</sup>, 2014, no later than 4:00 p.m. Mountain Time. One original technical proposal and one original cost proposal are required. Three additional copies of the technical proposal must be included in the submittal package. In addition, bidders shall submit one version of the bid proposal on CD.*

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

Department of Environmental Quality  
ATTN: Fiscal Office  
1410 N Hilton (Main Entrance)  
Boise, Idaho 83706

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

#### **8.1.2 Late Proposals**

Proposals received after the deadline will not be accepted.

#### **8.1.3 Bid Opening**

Sealed bid proposals will be opened publically after the bid submission deadline. Only the names of the offerors will be identified at the public bid opening.

### **8.2 Bidder Questions and DEQ Response**

The DEQ will not respond to telephone inquiries or visitations by proposers or their representatives regarding the technical aspects of the RFP. However, bidder's may submit

written, FAXED or e-mailed inquiries postmarked on or before **4:00 p.m. January 2<sup>nd</sup>, 2014**. In addition, DEQ will hold a bidders conference to answer questions related to the proposal on **January 8<sup>th</sup>, 2014, from 9:00 a.m. to Noon** at the DEQ State Office building, 1410 North Hilton, Boise, Idaho. Questions previously submitted by bidder's will be answered at that time and there will be open discussion to address any other questions from bidder's who are present. Written responses to all inquiries will be prepared and distributed to potential bidders approximately one week after the bidder's conference.

Attendance at the bidder's conference is not required. However, the bidders conference is the only opportunity to ask questions in person of the DEQ concerning technical aspects of this RFP.

## 9.0 SELECTION PROCEDURES

### 9.1 Scoring Criteria

The project manager will assign points to each area required in Section 6 "Proposal Submission" according to their relative importance. This will vary for each RFP. The RFP contains general information for bidders as to the value placed on certain areas of the bid proposal. For example,

<b>Evaluation Criteria:</b>	<b>Points Possible</b>
Technical Approach	250.0
Qualifications	200.0
Personnel	150.0
Work Plan	100.0
Price Proposal	300.0
<b>TOTAL</b>	<b>1000.0</b>

### 9.2 Selection Procedures

#### 9.2.1 Administrative Review.

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

1. The bid was received before the date and time specified in the RFP.
2. The bid is signed by the individual authorized to bind the firm.
3. The bid states that it is good for 90 days from receipt by DEQ.
4. A complete, signed "Certification Regarding Debarment, Suspension and Other Responsibility Matters" is included.

5. All information required in the RFP is contained in the bid proposal. This includes responses to the scope of work, technical approach, work plan, personnel, price proposal and any other requirements.

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

### **9.2.2 Technical Evaluation and Scoring**

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

### **9.2.3 Price Proposal Evaluation**

Prior to administering the standard formula for price evaluation, where applicable, the Idaho Reciprocal Preference law procedures are applied. Price proposals are then evaluated using the following formula where the maximum points are 1000.

Lowest Bid Price = 300 points

Calculations for Next Bid Price

$\text{Lowest Bid Price} \div \text{Next Bid Price} \times 300 = \# \text{ of points}$

[Example:  $\$10,000 \div \$12,000 \times 300 = 249.9$  points]

## **9.3 Final Results**

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

## **10.0 ADMINISTRATIVE REQUIREMENTS**

### **10.1 Contract Term and Payment**

DEQ expects to award a definite delivery/definite quantity type of contract to one firm.

Contracts shall be awarded for one year beginning on the date of signing by the Director of the Idaho Department of Environmental Quality. The state shall review each contract at the end of each contract period and may grant an extension based upon satisfactory Contractor performance. Contracts may be extended for three (3) additional one-year periods, for a total of four (4) years. Additionally, DEQ reserves the right to cancel the contract for substandard performance at any time.

## 10.2 Administrative Appeals

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

## 10.3 Option of Obtain Services Outside of the Contract Resulting from this Request for Proposals

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

## 10.4 Public Disclosure of Information Contained in Proposals and Bidder Responsibilities

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

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

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

## 10.5 Changes in RFP

Changes made in the RFP as a result of responses made to concerns will be put in writing to each proposer no later than seven (7) working days prior to the deadline for proposal submission. DEQ will not respond to telephone inquiries about RFP changes made by proposers. However, the DEQ will respond to proposers questions as specified in Section 8.2.

## 10.6 Changes in Proposals

Modifications of proposals already received by DEQ may be made if they are received by DEQ prior to the scheduled deadline for proposal submission. All modifications must be made in writing over the

signature of the proposer. No oral or telephone proposals or modifications will be considered.

### **10.7 Certification Regarding Debarment**

In accordance with 40 CFR, Part 32 all proposals submitted for federal assistance shall include a signed certification document, attached to this RFP as Appendix B. All proposals must contain a complete Appendix B to be considered for contract award.

### **10.8 Contract Terms and Conditions**

The successful bidder will be required to sign a State of Idaho Standard Contract and adhere to all terms and conditions. The contract is included in this RFP as Appendix A. The bid proposal of the successful bidder, the RFP and any addendum will become part of the contract. Any questions regarding the Standard Contract must be addressed in accordance with Section 8.2.

The following is a brief explanation of the insurance coverages that the DEQ requires of the Contractor. A certificate of insurance will be required of the Contractor selected.

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

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

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

- 2) Employer's Liability. This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. Employer's liability insurance shall be a minimum amount of \$100,000 per occurrence.
- 3) Liability Insurance. For the duration of the Contract and until all work specified in the Contract is completed, the CONTRACTOR shall have and maintain, at CONTRACTOR'S expense, the liability insurance set forth below and shall comply with all limits, terms and conditions of such insurance.

Work under this Contract shall not commence until evidence of all required insurance is provided to the DEPARTMENT. Evidence of insurance shall consist of a completed certificate

of insurance signed by the insurance agent for the CONTRACTOR and made a part of this Contract.

Required Insurance:

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

Additional requirements:

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

## 10.9 Incurring Costs

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

## 10.10 Documents Incorporated by Reference

**APPENDIX A**  
**DEQ STANDARD CONTRACT**

**I. DEFINITIONS**

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

**II. RELATION OF PARTIES**

- A. The parties intend to establish an Independent Contractor/Principal relationship by this contract.
  - 1. CONTRACTOR certifies that they are an Independent Contractor, and as an Independent Contractor will file all required forms and make the necessary payments appropriate to his Independent Contractor tax status.
  - 2. CONTRACTOR acknowledges that their status as an Independent Contractor complies with Federal Compliance Statutes (Chapter 25 Internal Revenue Code § 3511).
- B. The department is interested only in the quality of services provided and the final results to be achieved; the conduct and control of the worker will lie solely with the CONTRACTOR.
- C. The CONTRACTOR is not to be considered an agent or employee of the DEPARTMENT for any purpose, and neither the CONTRACTOR nor their employees are entitled to any benefits of employment provided by the DEPARTMENT to its employees.

- D. It is understood that the DEPARTMENT does not agree to use CONTRACTOR exclusively, and that CONTRACTOR is free to contract to perform similar services for other parties while under contract to the Department, so long as there is no interference with the performance of this Contract.

### **III. TERMINATION FOR CONVENIENCE**

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

### **IV. TERMINATION FOR DEFAULT**

- A. CONTRACTOR default occurs if the CONTRACTOR fails to perform any of the covenants or conditions of this Contract; and the CONTRACTOR does not cure such defects in performance within ten (10) days after receipt of any written notice from the CONTRACTING OFFICER informing the CONTRACTOR of such defects in performance.
- B. Upon default, the DEPARTMENT may cancel this Contract without any notice and may pursue any and all legal, equitable, and other remedies available to the DEPARTMENT.
- C. If termination for default is effected by the DEPARTMENT, an equitable adjustment in the price provided in this CONTRACT shall be made, but:
  - 1. The DEPARTMENT shall withhold any uncommitted funds for work not performed;
  - 2. No amount shall be allowed for anticipated profit on unperformed services or other work; and
  - 3. Any payment due the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the DEPARTMENT because of the CONTRACTOR'S default.
- D. If termination for default is effected by the CONTRACTOR, or if termination for convenience is effected by the DEPARTMENT, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to the termination, in addition to termination settlement

costs reasonably incurred by the CONTRACTOR relating to commitments which had become firm prior to the termination.

- E. Upon receipt of a termination action under paragraphs A. or B. above, the CONTRACTOR shall:
  - 1. Promptly discontinue all affected work (unless the notice directs otherwise); and
  - 2. Deliver or otherwise make available to the DEPARTMENT all data, drawings, specification, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this CONTRACT, whether completed or in process.
- F. Upon termination under paragraphs A. or B. above, the DEPARTMENT may take over the work and may award another party a contract to complete the work under this CONTRACT.
- G. If, after termination for default of the CONTRACTOR to fulfill contractual obligations, it is determined that the CONTRACTOR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the DEPARTMENT. In such event, adjustment of the CONTRACT compensation shall be made as provided above in paragraph D.
- H. In the event of legal action, the prevailing party shall be reimbursed for any and all expenses that are incurred as a result of the default including, but not limited to, legal fees, and losses incurred due to default.

## **V. ADDITIONAL PROVISIONS**

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

## **VI. INDEMNIFICATION**

- A. The CONTRACTOR shall indemnify, defend, and save harmless the STATE OF IDAHO, and the DEPARTMENT, its officers, agents, and employees, from and against all liability, claims, damages, losses, expenses, actions, and suits whatsoever, including injury or death of others or any employee of the CONTRACTOR or subcontractor caused by or arising out of the CONTRACTOR'S negligent performance, act, or omission of any term of this Contract.
- B. The DEPARTMENT shall indemnify, defend and save harmless the CONTRACTOR, its officers, agents, employees and subcontractors from and against all liability, claims, damages, losses, expenses, actions and suits whatsoever, including injury or death of others or any employee of the DEPARTMENT to the extent caused by or arising out of the DEPARTMENT'S negligent performance, act or omission of any term of this CONTRACT. Nothing in this provision shall extend the liability of the

DEPARTMENT beyond that provided in the Idaho Torts Claim Act, Idaho Code 6-901 et.seq.

- C. As an Independent Contractor, CONTRACTOR is responsible for all employee-related benefits, such as paid leaves and health insurance, and withholding and payment of F.I.C.A., F.U.T.A., and income taxes for Federal and State purposes. The DEPARTMENT shall not be responsible for these employee related benefits and tax items, and shall be indemnified and held harmless from any liability, cost or expenses, including any interest, penalties and attorney's fees, that may be connected with the CONTRACTOR'S failure to provide or pay such items.

## **VII. ASSIGNMENT AND SUBCONTRACTING**

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

## **VIII. ACCOUNTING, 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 three (3) years after final payment is made and all other pending matters are closed. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the actions and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

The CONTRACTOR shall also maintain financial information and data used in the preparation or support of the cost submission required under 40 CFR 31.22 (for negotiation of this CONTRACT), or negotiated change order, and a copy of the cost

summary submitted to the DEPARTMENT. The CONTRACTOR will obtain written approval from the DEPARTMENT prior to disposal of any records. The U.S. EPA, the Comptroller General of the United States, the U.S. Department of Labor, the DEPARTMENT, any other agency of the State of Idaho or any of their authorized representatives, shall have access to all such books, records, documents and other evidence for purposes of inspection, audit and copying during normal business hours.

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

B. Audits.

1. Audits conducted under this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines of any reviewing or audit agency(s).
2. The DEPARTMENT'S monitoring and audit efforts shall include activities aimed at: (1) assessment of agreement operation at a given point in time; (2) comparison of actual performance versus established performance standards; (3) identification of agreement accomplishments and/or deficiencies in operation and administration; and (4) evaluation of agreement results, benefits and impact upon project objectives. The DEPARTMENT shall have the right to evaluate both the management and financial systems of the CONTRACTOR to ascertain that there is compliance with all of the provisions contained in this contract. In determining the adequacy of these systems, the DEPARTMENT shall utilize internal staff or arrange for an independent certified public accounting firm: (a) survey the CONTRACTOR'S system to obtain information through discussion, inquiry and observation of what the system is stated to be; (b) appraise the adequacy of the system in terms of standards prescribed herein; (c) select a number of transactions and trace them through the records to ascertain whether the system is actually followed and is effective; and (d) interview CONTRACTOR'S staff members to determine management and organizational needs.

C. The CONTRACTOR agrees to disclose all information and reports resulting from access to records under paragraph A. and B. of this Section to any of the agencies referred to in paragraph A.

D. Access to records is not limited to the required retention periods. The authorized agencies designated in paragraph A of this Section shall have access to records at any reasonable time for as long as the records are maintained.

E. This section applies to all records pertaining to this CONTRACT, TASK ORDERS, CHANGE ORDERS and AMENDMENTS:

1. To the extent the records pertain directly to performance of this CONTRACT;

2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
  3. If the CONTRACT is terminated for default or for convenience.
- F. The CONTRACTOR agrees to account for all expenditures under this CONTRACT in accordance with generally accepted accounting principles, a cash or accrual method of accounting in accordance with 40 CFR 31.41 and to comply with the cost principles contained in 40 CFR 31.22 to determine allowable costs.
- G. It is understood and agreed that in case of the termination of the existence of the CONTRACTOR by bankruptcy or any other reason, that all records in the CONTRACTOR'S possession, program and fiscal, relating to this CONTRACT shall become the property of the DEPARTMENT.
- H. PROPERTY MANAGEMENT

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

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

Inventory reports must include the following:

- 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 10<sup>th</sup> 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 IX.A of this Contract by explicit reference or provision in each SUBCONTRACT.

## **XI. APPROPRIATION BY LEGISLATURE REQUIRED**

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

## **XII. EFFECT OF TERMINATION OF FEDERAL FUNDING**

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

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

This agreement is subject to the provisions of any relevant Federal regulations and any relevant provisions of the State Plan in effect at the time this Contract is executed, or which thereafter

became effective. Such Federal regulations and State plans are on file in the Central Office of the Department Environmental Quality and are available for inspection by the CONTRACTOR.

#### **XIV. OBLIGATIONS OF THE CONTRACTOR**

##### **A. AUTHORIZATION TO PROCEED**

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

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

1. A preamble referencing the DEPARTMENT, the CONTRACTOR, PROJECT, TASK, TASK ORDER NUMBER and this CONTRACT.
2. A description of the services to be provided, including work products, and the estimated time schedule for completion.
3. Any special conditions not covered in this CONTRACT.
4. ATTACHMENTS and SIGNATURES sections.

B. The CONTRACTOR'S obligations under this Section are in addition to the CONTRACTOR'S other obligations under this CONTRACT.

#### **XV. FEDERAL AND STATE AUDIT EXCEPTIONS**

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

## **XVI. AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY**

- A. The CONTRACTOR hereby agrees to provide all services funded through or affected by this CONTRACT without discrimination on the basis of race, color, national origin, age or physical/mental impairment, and to comply with all relevant sections of:
1. Title VI of the Civil Rights Act of 1964, as amended;
  2. Section 504 of the Rehabilitation Act of 1973, as amended; and
  3. The Age Discrimination Act of 1975 as amended.
  4. The Americans With Disabilities Act of 1990.
- B. The CONTRACTOR agrees to provide equal employment opportunity and take affirmative action in employment on the basis of race, color, national origin, religion, sex, age, physical/mental impairment and all relevant sections of:
1. Executive Order 11246, as amended by Executive Order 11375;
  2. The applicable provisions of the Department of Labor regulations (48 CFR, Part 22); as amended;
  3. Section 503 of the Rehabilitation Act of 1973, and
  4. Sections 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974.
- C. The CONTRACTOR agrees to comply with the Civil Rights, equal employment opportunity Labor Law and other requirements under 40 CFR, Part 30, Subpart F and 40 CFR, Part 7.
- D. The CONTRACTOR agrees to comply with the requirements for small, minority women's and labor surplus area businesses in 40 CFR 33.240 in its award of any SUBCONTRACT under this CONTRACT.
1. The CONTRACTOR agrees to assure that each of these business entities is given the opportunity to participate in subcontract awards under this contract. This policy applies to all SUBCONTRACTS for supplies, construction and services under this CONTRACT.
  2. The CONTRACTOR shall file a quarterly report on a form to be provided by the DEPARTMENT, listing all small, minority and women's business enterprises that were subcontracted to during the preceding quarter. A form must be filed even if a small or disadvantaged business was not utilized.

## **XVII. CONFLICT OF INTEREST**

### **A. Organizational Conflicts of Interest**

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

### **B. Individual Conflicts of Interest**

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

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

## **XVIII. CONTRACT DATA**

The CONTRACTOR and the DEPARTMENT assure that the cost and pricing data submitted for evaluation with respect to negotiation of prices for negotiated CONTRACTS, lower tier SUBCONTRACTS and change orders are based on correct, accurate and complete data

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

#### **XVIV. EMPLOYMENT**

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

#### **XX. SEVERABILITY**

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

#### **XXI. NON-WAIVER OF BREACH**

Failure of the CONTRACTOR or the DEPARTMENT to insist upon strict performance of any of the covenants and conditions of this CONTRACT, or to exercise any option herein conferred in any one or all instances, shall not be construed to be a waiver or relinquishment of any such covenant or condition but the same shall be and remain in full force and effect, unless such waiver is evidenced by the prior written consent of the CONTRACTOR or the DEPARTMENT.

#### **XXII. LICENSES**

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

#### **XXIII. CLEAN AIR AND CLEAN WATER ACTS**

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

**XXIV. GOVERNED BY THE LAWS OF THE STATE OF IDAHO**

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

**XXV. NOTICE OF CONTRACT EFFECTIVENESS**

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

CONTRACTOR'S Initials \_\_\_\_\_ Date \_\_\_\_\_

**XXVI. CERTIFICATION REGARDING LOBBYING**

The CONTRACTOR certifies that:

- A. None of the funds provided by this contract have been paid or will be paid by or on behalf of the CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the State legislature in connection with the awarding, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
- B. If any funds, other than funds provided by this contract, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the State legislature in connection with this contract, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and a copy of Standard Form LLL to the contracting agency.
- C. The CONTRACTOR shall require that the language of this certification be included in any subcontract, at all tiers, (including grants, subgrants, loans, and cooperative agreements) entered into as a result of this contract, and that all subrecipients shall certify and disclose accordingly.
- D. The CONTRACTOR understands that a false statement of this certification may be grounds for rejection or termination of this contract, and that their signature upon this contract is a material representation of fact upon which reliance was placed when this contract was made or entered into. In addition, under Section 1352, Title 31, U.S. Code, a false statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such false statement.

**XXVII. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

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

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- D. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

**XXVIII. COMPLETE STATEMENT OF TERMS**

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

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

IN WITNESS WHEREOF, the parties have executed this agreement.

*(signatures)*

**APPENDIX B**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS**

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

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of Federal 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 (1) (b) of this certification; and
- d) Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

\_\_\_\_\_  
Typed Name & Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

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