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## Chapter 1: Overview

### Rural Community Investment Fund Program (RCIF)

The intent of this program is to provide state funded block grants to benefit rural communities and areas by providing or improving public infrastructure systems that enable communities to retain or create jobs.

Eligible applicants are:

- Cities with a population generally less than twenty-five (25,000) in population. Cities contiguous to large cities (>25,000) are not eligible to apply.
- Counties will less than twenty-five (25,000) population. However, any county may apply for an unincorporated community for projects that have a measurable rural benefit and the sole beneficiary of the project cannot be a large city.
- Indian tribes may apply if the project site is located on reservation land and within a community of less than 25,000 or the project has a measurable rural benefit and the sole beneficiary of the project cannot be a larger city.

The three eligible applicants may sub-grant Rural Community Investment Fund (RCIF) funds to an eligible and the Idaho Department of Commerce (Commerce) approved sub-recipient.

Eligible RCIF activities include:

Construction or expansion of public infrastructure or publicly regulated utilities or infrastructure; acquisition of land or real estate by an eligible grantee or sub-recipient for purpose of leasing to a business; and new construction, reconditioning, or remodeling of an industrial or commercial building owned by an eligible grantee or sub-recipient for which the building will be leased to a business.

Grant limits are \$50,000 to \$500,000. However, recent budget allocations have limited total RCIF funding to \$400,000 annually. To be competitive, local match is necessary but there is no required percentage.

Applications will be evaluated on their impact to distressed areas, benefits of the project, community support, and the project's feasibility. A public hearing is required to be held before submission of the application. Applications will be accepted four times a year – the third Monday in March, June, September and December. Applications are evaluated by staff and the Economic Advisory Council (EAC).

This manual is created to identify the rules of the RCIF program and to direct a community on how to prepare an application for RCIF funds. Application forms are located at the Commerce website at [www.commerce.idaho.gov](http://www.commerce.idaho.gov)

Chapter 2 identifies who is eligible to receive RCIF funds, the threshold factors, and the type of activities that are eligible. The chapter further explains other applicable program rules.

Chapter 3 explains the process of meeting the RCIF procurement process for hiring a grant administrator, design professional (architect or engineer) construction contractor or supply and delivery contract. Boilerplate forms and contract attachments are included in this chapter.

Chapter 4 explains the application process. It describes how to submit your application, hold the required public hearings, format the application, and how and who reviews the application. It also

provides the role of the Economic Advisory Council, which is an important component of the application review.

Chapter 5 contains two parts, A and B. Part A provides the instructions on how and what needs to be included in the application. It covers specifically the information that will be reviewed by staff. Part B contains the forms. It identifies how the application should be structured and includes the forms that need to be filled out. (Forms to be filled out are available at <http://commerce.idaho.gov/communities/community-grants/rural-community-block-grant-rcbg>)

Chapter 6 contains the Financial Forms and Closeout Forms. These are the forms the Grantee will need to fill out and submit to Commerce in order to be reimbursed for work completed and closeout the RCIF project.

If you are interested in applying for a RCIF, check the Commerce website at [www.commerce.idaho.gov](http://www.commerce.idaho.gov) or contact a regional community development specialist at (208) 334-2470. The following page identifies the region and the specialist who represents that region.

**Region I - II - Tony Tenne**

[tony.tenne@commerce.idaho.gov](mailto:tony.tenne@commerce.idaho.gov)  
208-780-5147

**Region III - IV - Dennis Porter**

[dennis.porter@commerce.idaho.gov](mailto:dennis.porter@commerce.idaho.gov)  
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[sharon.deal@commerce.idaho.gov](mailto:sharon.deal@commerce.idaho.gov)  
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## Chapter 2: Eligibility and Rules

### Eligible Applicants and Other Qualifying Criteria

**Introduction:** The purpose of the Rural Community Investment Fund (RCIF) funding is to help fund improvements to public infrastructure, publicly regulated utilities, or publicly owned real estate needed to support a business's development, relocation, or expansion. In order to qualify for RCIF funds the business's development, relocation or expansion must create jobs, retain jobs, or both.

A. **Eligible Applicants** for the RCIF are:

**Cities** with a population generally less than twenty-five thousand (25,000) or for projects that have a measurable rural benefit and the sole beneficiary of the project cannot be a large city.

**Counties** will less than twenty-five (25,000) population. However, any county may apply for an unincorporated community for projects that have a measurable rural benefit and the sole beneficiary of the project cannot be a large city.

**Indian tribes** may apply if the project site is located on reservation land and within a community of less than 25,000 or the project has a measurable rural benefit and the sole beneficiary of the project cannot be a larger city.

The three eligible applicants may sub-grant RCIF funds to an eligible and the Idaho Department of Commerce (Commerce) approved sub-recipient. Eligible sub-recipients are identified at paragraph "G".

B. **Threshold factors.** In order for an application to be eligible six threshold factors must be met.

1. the applicant must be eligible,
2. the project must consist of eligible activities,
3. administrative capacity
4. a public hearing on the project must be held.
5. business job commitment (agreement or letter)
6. business's ability to finance their portion of the project

C. **Boundary Requirements.** Applicants shall only apply for an infrastructure project that lies within their jurisdictional or impact area boundary.

D. **Application Cycle Requirements.** Applicants may apply for one RCIF in any quarterly application cycle. If applicants have an existing RCIF, it must be under contract prior to submitting a new RCIF application. A county or a city shall not be eligible to apply for a grant if it has unresolved audit findings, unresolved disallowed costs, or unresolved prior performance problems from any current or previous Community Development Block Grant, RCIF or Idaho Gem Grant.

E. **Joint Applications.** A city, county or tribe may apply jointly when solving a shared opportunity requires mutual action. A shared opportunity must lie in areas of contiguous or overlapping jurisdiction, and must be documented in the application. For administrative purposes, one key applicant must be designated as the responsible unit for the project. Written cooperation agreements must also be submitted. The cooperation agreement must cover the entire project from application to operation and maintenance.

- F. **Sub grants to Eligible Sub-Recipients.** A Grantee (city, county, or tribe) may sub-grant RCIF funds to an eligible, and Commerce approved, sub-recipient that is carrying out an eligible activity. Typical eligible and approved sub-recipients include Idaho's council of governments, urban renewal districts, or economic development districts.

Grantees are responsible for ensuring that RCIF funds are utilized by the sub-recipient in a manner that is compliant with the requirements of these RCIF rules and other applicable state or local laws. Grantees remain responsible for carrying out environmental protection responsibilities. The sub recipient agreements will need to be executed and should be drafted and included in the application.

### **Eligible and Ineligible Project Activities**

A Business Assistance project may consist of one or more eligible activities which are to be undertaken with the RCIF funds and any other funds committed to the project. The principal activity which directly addresses the business needs shall represent a majority of funds requested; other activities must be incidental to, and in support of, the principal business' need.

A. **Eligible business assistance activities are:**

1. Projects designed to construct or expand public infrastructure, such as water, wastewater, transportation, power, telecommunication, or other infrastructure systems that are necessary for a specific business development, relocation or expansion. The project assisted business must document the creation or retention of jobs.
2. Projects designed to construct or expand publicly regulated utilities or infrastructure, such as natural gas, or electrical systems that are necessary for a specific businesses development, relocation, or expansion. The project assisted business must document the creation or retention of jobs.
3. Acquisition of land or real estate by an eligible grantee or sub-recipient for purpose of leasing to a business. The project assisted business must document the creation or retention of jobs. In order to be eligible the following conditions and documentation must be completed and met:
  - a. If required by Commerce, a fair market rent analysis must be prepared to demonstrate the rents are comparable to similar land or real estate in the area. Typically, rent payment must be at fair market value for the locality.
  - b. An ASTM Phase I Environmental Assessment or 3<sup>rd</sup> party real estate inspection
  - c. An Appraisal Report
  - d. Commitment to Title Insurance Policy
  - e. Real Estate Purchase Agreement
  - f. Copy of the Lease Agreement
  - g. A Program Income Re-use Commitment Letter shall be developed and included in the application.
  - h. Grant assisted construction must be general in nature and not specific to the business' criteria. Leasehold improvements are not an allowable RCIF expense.
  - i. If required by Commerce, a deed restriction or restrictive covenants may be placed on the land or real estate to ensure the continued ownership and use of property remain RCIF eligible.

Note: The sale of RCIF assisted or improved land or real estate cannot occur without Commerce approval. If approved the sale of the land or real estate must be at the appraised value and monies received are considered program income and are subject to the terms of the grant contract/property agreement.

- j. Written property management policies and practices shall be included in the application.
4. New construction, reconditioning or remodeling of an industrial or commercial building owned by an eligible grantee or sub-recipient for which the building will be leased to a business. The project assisted business must document the creation or retention of jobs. In order to be eligible the following conditions and documentation must be completed and met:
- a. If required by Commerce, a fair market rent analysis must be prepared to demonstrate the rents are comparable to similar land or real estate in the area. Typically, rent payment must be at fair market value for the locality.
  - b. An ASTM Phase I Environmental Assessment or 3<sup>rd</sup> party real estate inspection.
  - c. Proof of Ownership of Record for the real estate.
    - 1. Title Insurance Policy
    - 2. Warranty Deed (or other Deed form)
    - 3. Deed of Trust (when trustee involved)
  - d. Copy of the Lease Agreement.
  - e. A Program Income Re-use Commitment Letter shall be developed and included in the application.
  - f. Grant assisted construction must be general in nature and not specific to the business' criteria. Leasehold improvements are not an allowable RCIF expense.
  - g. If required by Commerce, a deed restriction or restrictive covenants may be placed on the land or real estate to ensure the continued ownership and use of property remain RCIF eligible.

Note: The sale of RCIF assisted or improved land or real estate cannot occur without Commerce approval. Sale of the property must be at the appraised value and monies received are considered program income and are subject to the terms of the grant contract/property agreement.

- h. Written property management policies and practices shall be included in the application.
5. Administrative Activities. Payment of reasonable administrative costs related to the planning and implementation of grant activities, including the management, coordination and monitoring of activities necessary for the completion of successful grant projects. This shall not exceed five percent of the RCIF.
6. Design Professional Services. Payment of reasonable design professional services related to a construction project that meets all RCIF requirements.
7. Mixing Eligible and Ineligible Activities. A public facility eligible for RCIF assistance may be funded even if it is part of a multiple-use building containing ineligible uses if:

- a. The eligible portion of the building is a designated area of the building;
  - b. The applicant can determine the costs attributable to the eligible use or eligible portion of the facility as distinct from the overall costs of the facility;
8. Allowable Costs in Application. An applicant who is submitting an application in any grant category may be reimbursed for some of the administrative or engineering costs incurred after the submission of the RCIF grant application. No such expenses incurred will be reimbursed unless a grant is awarded. Such expenses are the responsibility of the applicant if a grant is not awarded. Any such administrative costs become part of and cannot exceed the five percent limitation on administrative costs of the grant.

## B. Ineligible Activities

As a general rule, any activity not authorized in these rules is ineligible to receive RCIF funds. This section identifies two areas that are ineligible and provides guidance in determining eligibility of other activities frequently associated with economic development. The following activities may not be carried out using RCIF funds:

1. General Conduct of Government. Assistance to buildings, or portions thereof, used predominantly for the general conduct of government. Such buildings include, but are not limited to, city halls and other headquarters of government where the governing body of the recipient meets regularly, courthouses, jails, police stations, and other state or local government office buildings. Also ineligible are school buildings, school offices, and university and college vocational-technology facilities.
2. Local Government Expenses. Operating and maintenance expenses required to carry out the regular responsibilities of the unit of general local government are not eligible for assistance with RCIF funds.
3. Political Purposes. RCIF funds shall not be used to finance facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.
4. Churches. Assistance may not be used for construction, rehabilitation, and removal of architectural barriers for the operation of active churches or structures used for religious purposes.
5. Equipment. The purchase of equipment with RCIF funds is generally ineligible. The purchase of equipment, fixtures, motor vehicles, furnishings or other personal property, which is not an integral structural fixture, is generally ineligible. RCIF funds may not be used to purchase such items for use by a grantee or its sub-recipients in the administration of activities assisted with RCIF funds.
6. Operation and Maintenance Expenses. Payment of operating and maintenance expenses. As a general rule, any expense associated with repairing, operating, or maintaining public facilities and services is ineligible. Examples of ineligible operating and maintenance expenses are maintenance and repair of streets, water and sewer facilities are ineligible costs. Examples of maintenance and repair activities for which RCIF funds include: the filling of pot holes in streets, repairing of cracks in sidewalks, payment of salaries for staff, utility costs.

C. Change Use of Real Property

1. A grantee shall not change the use or beneficiaries of real property, without the approval of Commerce. These standards shall apply from the date of closing on the real property (when title and funds are transferred) until **ten years** after grant closeout.
2. The grantee shall follow a citizen participation process to provide affected citizens reasonable notice and opportunity to comment on any proposed changes. If, after consultation with affected citizens, the grantee determines to change the use of the real property to a use which is an Ineligible Use, the grantee shall reimburse Commerce's RCIF program the fair market value of the property. The reimbursement shall be the prorated share of the RCIF funds initially paid for the property plus any RCIF funding improvements. The fair market value shall be established by an appraisal. After receipt of the reimbursement to the RCIF program, the real property is no longer subject to RCIF.

D. Conflict of Interest

The RCIF Program is subject to Idaho Code 59-701 – 705, as amended. It is the policy of the RCIF Program that the grant management shall be conducted in an equitable manner and those public funds shall be expended in a fair, efficient and effective manner. Therefore every effort should be made to assure the public that no conflicts of interest exist in the management of the program funds and that those cases that do occur from time to time shall be disclosed and that appropriate actions have been taken to avoid and abstain from conflict of interest situations.

E. Grant Closeout and Audit Requirements

Grant closeout will be in accordance with the state requirements and shall be completed using the forms contained in this handbook. Grantees may require sub-recipients to provide audits conducted according to applicable state laws, regulations and standards.

F. Sanctions Involving Grantees

Commerce is responsible for determining when a RCIF grantee has or has not complied with all appropriate requirements of this rule.

Commerce will evaluate the appropriateness of sanctions on a case by case basis. However, Commerce will endeavor to allow the grantee the opportunity to propose a workable and timely resolution of matters found to be in non-compliance. In determining the level of sanctions, Commerce may decide to use any one or a combination of the following sanctions:

1. Letter of warning to the grantee requiring immediate corrective actions;
2. Withholding of unexpended grant funds until compliance is achieved;
3. Cancellation of unexpended grant funds and termination of the grant contract;
4. Require all accumulated or future program income to be reimbursed to Commerce;
5. Require the grantee to pursue appropriate legal remedies;
6. Require the grantee to reimburse the state an appropriate amount with funds recovered from appropriate legal remedies;



7. Require all accumulated or future program income to be transferred to another approved activity or project;
8. Prohibit a grantee from participating in the RCIF program for a period of time determined by Commerce;
9. Prohibit a grantee from participating in certain activities with RCIF funds or program income; and
10. Require a grantee to reimburse Commerce the full amount of the RCIF funds that are not in compliance with RCIF rules, the grant contract and the assurances.

## Chapter 3 Section A: Procurement

### Introduction

This section contains instructions and forms used for procurement procedures that will aid grantees (cities, counties or sub-grantees such as special districts, and nonprofits) in the solicitation and contracting of professional services (i.e., grant administrators, engineers, architects, and construction managers) and construction services for Rural Community Investment Fund (RCIF) funded projects.

The chapter is broken into two sections:

- Section A – Grant Administrator and Design Professional Procurement Process
- Section B – Construction and Supply & Delivery Procurement Process

### Applicable Laws and Regulations

Idaho Code Title 67, Chapter 28 – purchasing by political subdivisions  
Idaho Code Title 54, Chapters 1218, 1902, & 1926 – public works contracting  
Idaho Code Title 67, Chapter 2320 – design professional qualification based selection

Grantees are responsible for the settlement and satisfaction of all contractual and administrative issues of procurement entered into in connection with RCIF programs. These responsibilities include ensuring all contracts funded in whole or in part with RCIF funds are awarded in accordance with state law. Procurement procedures for the RCIF program are to be conducted in accordance with Idaho Code.

### Three Methods of Procurement

- A. Micro Procedure
- B. Small Purchase Procedures
- C. Competitive Sealed Bids - formal advertising

## SPECIAL PROCUREMENT NOTES

### Construction and Procurement Document Forms

Commerce is flexible with the Grantee using the Engineers Joint Contract Document Committee (EJCDC) forms or American Institute of Architects (AIA) forms or the Grantee's own construction document forms. However it is highly recommend that the chosen forms utilized in the bidding document are reviewed by the Grantee's legal counsel. The EJCDC and AIA provisions can be amended. The RCIF Agreement Attachment between Owner and Design Professional must be part of all design professional contracts.

The Grantee may choose to use their own supply and delivery document forms. If the Grantee does not have forms available, the EJCDC has forms developed for supply and delivery procurement contracts which could be utilized. Forms include instruction to bidders, agreement form, performance bond, general conditions, and supplemental conditions.

**Prior Procurement**

If the procurement of a grant administrator, design professional, or contractor occurred prior to award of RCIF funding and the grantee plans to use RCIF funds to pay for any of these services, the procurement process must have met RCIF procurement requirements, occurred within the last five years, and be documented before RCIF funds can be used to pay for those services. There is the possibility that if a pre-qualified list (such as a Request for Qualifications) was established and the process of developing this list met RCIF standards, the grant funds could be expended on services. If this is the case, contact your Commerce Specialist before application submission.

Cities/counties/tribes may accept proposals or bids from companies, non-profits or persons that have provided guidance and technical assistance in establishing the procurement process as long as the process is open and competitive, procurement standards are not unreasonably restrictive, and no conflict of interest exists (as defined by RCIF Administrative rules).

**Force Account Labor**

If the grantee chooses to use force account labor (their own staff) to administer, design, engineer, inspect, or construct a RCIF project, the grantee must maintain detailed timesheets of hours worked on the project, rate of pay, and signed time sheets. Any force account labor used will need to meet required certification or licensing. The procurement of materials will need to comply with 67-2806.

**Pre-Fabricated or Modular Buildings**

If a pre-fab or modular building is part of the project, the Grantee will need to ensure the building meets all required building codes including electrical, plumbing, structural, and modular. Contact your local building department about code requirements.

**Construction Manager / Representative (Idaho Statute 54-4511)**

Grantees may wish to contract with a Construction Manager (individual or firm) to provide the coordination of a construction project. Coordination activities include scheduling, estimating and approval, coordinate, manage or direct phases of a project for the construction, demolition, alteration, repair or reconstruction of any public work. Process must follow Idaho statute 54-45. Before implementing the construction manager contracting form, contact your Commerce Specialist.

**Construction Manager / General Contractor (Idaho Statute 54-1902)**

Grantees may wish to contract with a Construction Manager General Contractor (individual or firm) to act as both the construction manager and general contractor provided the CMGC has a valid public works license. Before contracting with the Construction Manager General Contractor, contact your Commerce Specialist

**Design Build (Idaho Statute 67-2379)**

Grantee is allowed to contract utilizing the design-build method of construction. A design-build contract is a contract between a public entity and a non-governmental party in which the nongovernmental party contracting with the public entity agrees to both design and build public infrastructure or works.

### **Design Professional Procurement Process**

RCIF funds can be used to pay for the services of a grant administrator and licensed design professional. The Grantee may choose to contract out for professional services or perform these services with their own staff (force account or in-kind).

If the Grantee determines to contract out for grant administration and design professional services in order for these services to be eligible for RCIF funding, a Grantee must follow state procurement laws. This process is known as Qualification Based Selection (QBS). QBS is the selection of professional services based on qualifications as established and valued in the RFP.

Forms in this appendix include:

- Detailed Request for Proposals for Administrative Services
- Request for Proposals for Administrative Services, published ad
- Evaluation rating form for recording scoring of proposals
- Sample of Professional Services Contract
- Detailed Request for Proposals for Design Professional Services
- Request for Proposals for Design Professional Services – published ad
- Interview Questions
- RCIF Agreement Attachment between Owner and Design Professional

These forms are designed to allow grantees to fill in the blanks and are very helpful when utilized during the process of procurement of professional services.

### Grant Administration/Consultant Procurement

Due to the complexities of the state rules and regulations that accompany a RCIF project, Commerce recommends that a grant administrator/consultant provide administrative services to implement the grant. An overview of grant administration services may include but is not limited to:

- Determine project eligibility
- Efficiently integrate RCIF with other funding sources (if applicable)
- Prepare RCIF application
- Assist in presentations
- Ensure performance, procurement, bidding, financial management and citizen participation activities, comply with applicable state regulations during course of the project
- Resolve compliance issues
- Maintain files
- Submit reports
- Prepare Request for Funds

#### Micro Purchase Procedure (estimated cost less than or equal to \$25,000)

The Grantee may procure grant administration services from a grant administrator/consultant believed to provide the best value. The Grantee's procurement procedures should be determined by their governing board.

At a minimum the following requirements will need to be met:

- Documentation from the Grantee of the procedures used to hire the grant administrator.
- If utilizing a grant administrator provide an execute Grant Administration Contract (Exhibit F).

#### Small Purchase Procedure (estimated cost between \$25,001 and \$100,000)

The following process should be used:

##### A. Prepare an RFP (Exhibit A)

1. The RFP shall indicate that proposals will be evaluated based on the following (QBS) criteria format and the points associated with each criteria. Each criterion has a point range from 10 to 30. It is up to the Grantee to determine the value of each criterion (between 10 to 30 points) for a total 100 points. The following criteria shall be used for evaluating the written proposals:

Capability to Perform Project	10-30 pts.
Relevant Project Experience	10-30 pts.
Qualifications of Project Team	10-30 pts.
Project Approach and Schedule	10-30 pts.
 Total Proposal Points Possible	 =100 pts.
 Selection Committee Interview (Optional)	 10-30 pts.
 Total Points Possible	 =110 - 130 pts.

**Note: If a Grantee expects to receive a high number of proposals, the Grantee has the option of interviewing only the top scoring proposals based on the written proposals. However, the intent of potentially implementing of this option must be identified in the RFP.**

**B. Solicitation of an RFP**

1. Write, fax or email your RFP to three (3) or more grant administrators and/or publicly advertise the RFP (Exhibit B). At least seven days shall be allowed to submit proposals. Proposals must be in writing.
2. Identify all proposals received and/or reasons proposals were not received. This information must be documented in the project file.
3. There are different RFP solicitation scenarios that can be used on RCIF projects. Grantees can seek administrative services for either specified RCIF funded projects, services for a period of time (limited to three (3) years), or establish a list of grant administrators/consultants.

**C. Rank the Proposals**

1. At least three (3) people must be on the selection committee. Individual Evaluation Rating sheets (Exhibit E) must be completed and signed by each selection committee member. No member of the selection committee can have an affiliation with a bidder submitting a proposal.
2. Complete the Summary Evaluation Rating sheet (Exhibit E) to determine the highest scoring firm, which is a combination of written proposal and interview points (if applicable), as averaged by the committee.

**D. Negotiate and Execute Contract**

1. Contact highest ranked firm and negotiate an agreement, a detailed scope of work, fee, and schedule. Negotiation does not need to be tense and unpleasant; it can be positive if approached with an attitude of strength, cooperation and informed compromise. If an agreement cannot be reached with the top-ranked firm, the Grantee can move on to negotiate with the second-ranked firm, and so on.
2. Before execution of the contract the Grantee must provide documentation of the solicitation, copies of the evaluation forms, and a draft of the contract to the Commerce for review and approval.
3. Execute Grant Administration Contract (Exhibit F) with the Grant Administrator. Send signed contract to Commerce. No payment will be made for grant administrative services until signed grant administration contract is received.

**Grant Administration – Competitive Negotiation/Proposals (estimated more than \$100,001)**

The competitive negotiation method of procurement must be utilized if the amount of grant administration work exceeds \$100,000. In order for these services to be RCIF eligible, the Grantee must follow the design professional's procurement format for competitive selection.

### Design Professional Procurement

Almost all RCIF projects will need the services of at least one design professional. Design professionals are required to be licensed by the state of Idaho. A sample of design professional services, but not limited to, are listed below:

- Understand the Grantee's needs
- Prepare a facility study
- Feasibility analysis
- Environmental Review assistance
- Plan, design, and engineering of construction project
- Prepare bidding documents
- Design project within budgetary constraints and applicable regulatory codes
- Cost estimation
- Bidding activities
- On-site observation of construction work
- Consult with owner regarding construction progress and quality
- Conduct inspection of work
- Prepare punch list
- Provide warranty inspection
- Review and certify contractor pay applications
- Compose an operation and maintenance manual

#### **Small Purchase Procedure (estimated cost less than or equal to \$50,000)**

The Grantee can procure design professional services from any licensed designed professional believed to provide the best service. The Grantee's procurement procedures should be determined by their governing board, but at minimum the procedures should include selection based on demonstrated competence and qualifications to perform the type of service required.

At a minimum the following requirements will need to be met:

- Documentation from the Grantee of the procedures used to hire the Design Professional.
- Execute contract with the RCIF Agreement Attachment between Owner and Design Professional (Exhibit H) only if RCIF is paying for design professional services, as part of the contract, and
- Submit signed contract to Commerce. No payment will be made for design professional services until signed design professional contract is received.
- 

#### **Competitive Negotiation/Proposals (estimated cost more than \$50,001)**

The following steps need to be followed:

A. Prepare a RFP an RFP (Exhibit C) is a formal announcement that the community wants to hire a design professional. It identifies the community's intent to hire a Design Professional for the project. The RFP should:

1. Indicate that proposals will be evaluated based on the QBS criteria format and the points associated with each criteria. Each criterion has a point range from 10 to 30. It is up to the Grantee to determine the value of each criterion (between 10 to 30 points), for a total 100 points. The following criteria shall be used for evaluating the written proposals:

Capability to Perform Project	10-30 pts.
Relevant Project Experience	10-30 pts.

Qualifications of Project Team	10-30 pts.
Project Approach and Schedule	10-30 pts.
Total Proposal Points Possible	=100 pts.
Selection Committee Interview (Optional) (See Exhibit G – Interview Questions)	10-30 pts.
Total Points Possible	=110 - 130 pts.

**Note: If a Grantee expects to receive a high number of proposals, the Grantee has the option of interviewing the top scoring firms based on the written proposals. However, the intent of potentially implementing this option must be identified in the RFP.**

**B. Advertise an RFP (Exhibit D)**

Cities and Counties – The first publication of the RFP shall be at least two (2) weeks before the proposal submission due date. The RFP shall be published at least twice, not less than one (1) week apart, in a local newspaper of general circulation

**Note: All sub-recipients will need to follow the same publishing and solicitation time frames as established with their sponsoring city or county.**

1. Forward to Commerce a copy of the Solicitation Notice (Exhibit D) before first date of newspaper advertisement.

**C. Ranking of Proposals**

1. Upon receiving the proposals, rank the design professionals' proposals based on criteria established in the RFP. This does include the written proposal and oral interview given to the selection committee (Exhibit G).
2. At least three (3) people must be on the selection committee. Individual rating sheets (Exhibit E) must be completed and signed by each selection committee member. No member of the selection committee can have an affiliation with a bidder submitting a proposal.
3. Complete a Summary Rating Sheet (Exhibit E) to determine the highest ranked firm. Do not forget to check references of each firm. Point totals should be an average of all rating sheets.
  - a. Complete Summary Rating Sheet to determine the highest scoring firm, which is a combination of a written proposal and interview points as averaged by the committee.



EXAMPLE:	<u>Selection Committee</u>				
<u>Design Professionals</u>	<u>Joe</u>	<u>Carol</u>	<u>Jordan</u>	<u>Total</u>	
S Cooper Engineers	120	116	110	346/3	= 115.3
Pritchett Associates	115	107	113	335/3	= 111.6
JT Engineering	110	106	105	321/3	= 107.0
C. Norris Planners	101	95	91	287/3	= 95.6

Highest Ranking Firm = S Cooper Engineers

D. Negotiate and Execute Contract

1. Contact highest ranked firm and negotiate an agreement, a detailed scope of work, fee, and schedule. Negotiation does not need to be tense and unpleasant, it can be fruitful and positive if approached with an attitude of strength, cooperation and informed compromise. If agreement cannot be reached with the first-ranked firm, the Grantee can move on to negotiate with the second-ranked firm and so on.
2. Before execution of the contract the Grantee must provide documentation of the solicitation, copies of the evaluation forms, and a draft of the contract to the Commerce. Note: These may be submitted with grantee application.
3. Execute agreement with the RCIF Agreement Attachment between Owner and Design Professional (Exhibit H) only if RCIF funds are paying for design professional services. Send signed contract to Commerce. No payment will be made for design professional services until an executed design professional services contract is received.

**Exhibits****Grant Administrator and  
Design Professional Procurement Process**

	<b><u>Exhibit Name</u></b>	<b><u>Page No.</u></b>
A	Request for Proposals for Administrative Services (Sample Format)	11
B	Request for Proposals for Administrative Services (Published Ad)	13
C	Request for Proposals for Professional Services (Sample Format)	15
D	Request for Proposals for Professional Services (Published Ad)	17
E	Evaluation Rating Sheet	19
F	Grant Administrative Services Contract	21
G	Interview Questions	27
H	RCIF Agreement Attachment between Owner and Design Professional	29



**Exhibit A**

**This form is provided for assistance only. It does not constitute legal advice and is not a substitute for the Grantee's independent legal obligation to make sure Grantee fully complies with state and local legal requirements. If Grantee has any question about its legal responsibilities, it should seek the advice of a licensed attorney.**

REQUEST FOR PROPOSALS FOR ADMINISTRATIVE SERVICES  
(Sample Format)

The City/County/Tribe of \_\_\_\_\_ is seeking assistance in planning, developing, grant writing, and administering a project for (description of project including purpose, location, time frame, and present status).

The City Council/County Commission of \_\_\_\_\_ is soliciting proposals for services to assist the city/county/tribe in planning, developing, obtaining and managing federal funds for the completion of this project. The agreement will be on a lump sum, fixed price or cost reimbursement "not to exceed" basis, with payment terms to be negotiated with the selected bidder. Reimbursement for grant administration activities will be contingent on the city/county/tribe receiving Rural Community Investment Fund (RCIF) funds.

Services to be provided include:

1. Grant Writing to include: (services not eligible for RCIF funding)
  - a. Project planning and development
  - b. Preparing RCIF application
2. Grant administration to include: (services eligible for RCIF funding)
  - a. Establishing and maintaining project files and preparing all documentation and reports required for administration of the grant.
  - b. Assisting the city/county/tribe with the selection of a project's design professional, in conformance with applicable RCIF procurement requirements, including the preparation and advertisement of a request for proposals (RFP).
  - c. Assist the city/county/tribe and design professional in preparing and conducting project bidding documents, bid advertisement, pre-bid meeting, bid opening, and tabulation. Help city/county/tribe determine if bids are responsive and if low bidder is responsible.
  - d. Reviewing all proposed project expenditures to ensure their propriety and proper allocation to the project budget.
  - e. Participating in the public hearings, preconstruction conference and construction progress meetings.
  - f. Attending city/county/tribal meetings to provide project status reports and represent the project at any other public meetings deemed necessary.
  - g. Preparing all required performance reports and closeout documents and assisting the city/county/tribe with determination of applicable audit requirements.
  - h. Assist and verify jobs created and retained and assist in preparing job documentation reports.

- i. Assist city/county/tribe with property or easement procurement.

The services will not include the disbursement or accounting of funds distributed by the City/County/Tribe's financial officer, legal advice, fiscal audits or assistance with activities not related to the project.

Responses should include, and will be evaluated according to, the following criteria:

1. Capability to Perform Project (i.e. firm's history, areas of expertise, address of office that will manage project, length of time in business, firm's legal structure, firm's commitment to provide necessary resources to perform and complete project). (10-30 pts.)
2. Relevant Project Experience (i.e. description of other projects executed by the firm that demonstrate relevant experience. List of all public sector clients for whom you have performed similar work in the past five years, which should include name, address, and phone number of a person who can be contacted regarding the firm's performance on the project). (10-30 pts.)
3. Qualifications of Project Team (i.e. resumé for the key people assigned to the project including sub consultants. Key personnel roles and responsibilities on this project. Identify project manager who will be responsible for the day-to-day management of project tasks and will be primary point of contact). (10-30 pts.)
4. Project Approach and Schedule (i.e. the tasks that must be accomplished to complete the project. How the firm proposes to execute the tasks. Unique aspects of the project and alternative approaches the owner might wish to consider). (10-30 pts.)
5. Selection Committee Interview. (Optional) Firms should be asked to make brief presentations covering their relevant experience, their understanding of the project's requirements and their own approach to designing and supervising the job. (10-30 pts.)

Total Points Possible = 100

Selection of finalists to be interviewed will be based on an evaluation of the written (and interview) responses. Award will be made to the most qualified bidder whom is deemed most advantageous to the \_\_\_\_\_ City/County/Tribe, all evaluation criteria considered. Unsuccessful bidder will be notified as soon as possible.

Questions and responses should be directed to:

Mayor/Commissioner \_\_\_\_\_  
 P.O. Box \_\_\_\_\_,  
 \_\_\_\_\_, Idaho \_\_\_\_\_ (zip code).

All responses must be postmarked no later than \_\_\_\_\_ (date).

Please state "Project Name and Administrative Services Proposal" on the outside of the response package.

The City Council/County Commission/Tribe of \_\_\_\_\_ reserves the right to negotiate an agreement based on fair and reasonable compensation for the scope of work and services proposed, as well as the right to reject any and all responses deemed unqualified, unsatisfactory or inappropriate.

**Exhibit B**

**REQUEST FOR PROPOSALS FOR ADMINISTRATIVE SERVICES  
(Published Advertisement)**

The City/County/Tribe of \_\_\_\_\_ is requesting proposals from qualified consultants for the planning, development, grant writing, and administration of a (project description).

The City/County/Tribe of \_\_\_\_\_ anticipates applying for federal grant assistance to fund the project.

Proposals will be evaluated and ranked on the following criteria. The maximum point value of each criterion is shown in the parentheses:

- 1) Capability to Perform Project ( )
- 2) Relevant Project Experience ( )
- 3) Qualifications of Project Team ( )
- 4) Project Approach and Schedule ( )
- 5) Selection Committee Interview (Optional) ( )

The relative importance of each area is shown in parentheses.

Proposals must be post marked by or submitted to the office of the \_\_\_\_\_ City/County Clerk by 5:00 p.m. (MST), \_\_\_\_\_ (date), 20\_\_.

Office of the City/County Clerk  
\_\_\_\_\_ City Hall/County Courthouse  
Address  
City, State, Zip Code

\_\_\_\_\_, Chief Elected Official  
(Mayor/Commissioner Name)

Published:  
\_\_\_\_\_ (date of first publishing)  
\_\_\_\_\_ (date of second publishing)



**Exhibit C**

**This form is provided for assistance only. It does not constitute legal advice and is not a substitute for the Grantee's independent legal obligation to make sure Grantee fully complies with state and local legal requirements. If Grantee has any question about its legal responsibilities, it should seek the advice of a licensed attorney.**

**Request for Proposals for Engineering or Architectural Services**

The City/County/Tribe of \_\_\_\_\_ is seeking assistance in engineering services for (description of project including purpose, scope, location, projected completion date, and present status).

The City Council/County/Tribe of \_\_\_\_\_ is soliciting proposals for engineering services to assist the city/county/tribe with preliminary engineering, design engineering, and supervising construction of this project in compliance with requirements under applicable federal programs. The agreement will be on a firm fixed price or cost reimbursement "not to exceed" basis, with payment terms to be negotiated with the selected bidder.

The services to be provided will include:

1. Assisting the owner with planning of the project. This may include partial or all information compiled in a facilities study or preliminary architectural feasibility report.
2. Consulting with owner on project components that would best fit their current and future needs and ability to operate and maintain.
3. Designing and engineering of construction project. Project design to include all structural, mechanical, electrical, and related systems.
4. Surveying of project site.
5. Preparing of drawings, specifications, schedule, and cost estimates. Updating schedule and cost estimates as necessary.
6. Preparing bidding documents in conformance with applicable federal and state requirements and applicable building codes. Supervising the bid advertising, conducting pre-bid meeting, issuing of addendum, preparation of bid tabulation, assisting in bid opening, and advising on bids.
7. Advising on issuing of Notice to Proceed. Conducting the pre-construction conference and progress meetings.
8. Consulting with Owner regarding construction progress and quality.
9. On-site observation of construction work, submittal review, and preparing inspection reports.
10. Reviewing and approving all contractor requests for payment and submitting approved requests to the governing body.
11. Participating with Owner and contractors on construction progress meetings.
12. Reviewing and approving substantial completion certification. Preparing punch list Conduct final inspection and testing.



13. Preparing an operation and maintenance manual. Submitting certified “as built” drawings to the Owner and required regulatory agencies.
14. Assisting in conducting a warranty walk-thru.
15. Participating in public meetings and presentations regarding project.

**Respondents will be evaluated according to these criteria:**

1. Capability to Perform Project (i.e. firm’s history, areas of expertise, address of office that will manage project, length of time in business, firm’s legal structure, firm’s commitment to provide necessary resources to perform and complete project). (10-30 pts.)
2. Relevant Project Experience (i.e. description of other projects executed by the firm that demonstrate relevant experience. List of all public sector clients for whom you have performed similar work in the past five years, which should include name, address, and phone number of a person who can be contacted regarding the firm’s performance on the project). (10-30 pts.)
3. Qualifications of Project Team (i.e. resumé for the key people assigned to the project including sub consultants. Key personnel roles and responsibilities on this project. Identify project manager who will be responsible for the day-to-day management of project tasks and will be primary point of contact). (10-30 pts.)
4. Project Approach and Schedule (i.e. the tasks that must be accomplished to complete the project. How the firm proposes to execute the tasks. Unique aspects of the project and alternative approaches the owner might wish to consider). (10-30 pts.)
5. Selection Committee Interview (optional). Firms should be asked to make brief presentations covering their relevant experience, their understanding of the project’s requirements and their own approach to designing and supervising the job. (10-30 pts.)

Total Points Possible = 100

Award will be made to the most qualified bidder whose is deemed most advantageous to the City/County/Tribe of \_\_\_\_\_, all evaluation criteria considered. Unsuccessful bidder will be notified as soon as possible.

Questions and responses should be directed to: Mayor/County Commissioner/Chief  
City/County  
P. O. Box  
City, State, Zip

All responses must be postmarked no later than \_\_\_\_\_ (date) \_\_\_\_\_. Please state “Project Name - Engineering Services Proposal” on the outside of the response package.

The City/County/Tribe of \_\_\_\_\_ reserves the right to negotiate an agreement based on fair and reasonable compensation for the scope of work and services proposed, as well as the right to reject any and all responses deemed unqualified, unsatisfactory or inappropriate.

**Exhibit D**

**REQUEST FOR PROPOSALS FOR ENGINEERING or ARCHITECTURAL SERVICES  
(Published Advertisement)**

The City/County/Tribe of \_\_\_\_\_ is requesting proposals from qualified engineers to provide engineering and associated services for the design     (type of project)      
\_\_\_\_\_.

The City/County/Tribe of \_\_\_\_\_ is applying for federal assistance to fund the project.

Proposals will be evaluated and ranked on the following criteria. The maximum point value of each criterion is shown in the parentheses:

- 1) Capability to Perform Project ( )
- 2) Relevant Project Experience ( )
- 3) Qualifications of Project Team ( )
- 4) Project Approach and Schedule ( )
- 5) Selection Committee Interview (Optional) ( )

A request for proposals may be obtained from the Office of the \_\_\_\_\_  
City/County Clerk.

Proposals must be post marked or submitted to the office of the \_\_\_\_\_ City/County  
Clerk by 5:00 p.m. (MST), \_\_\_\_\_ (date), 20\_\_.

Office of the City/County Clerk  
\_\_\_\_\_ City Hall/County Courthouse

Address  
City, State, Zip Code

\_\_\_\_\_, Chief Elected Official  
(Mayor/County Commissioner Name)

Published:

\_\_\_\_\_ (date of first publishing)

\_\_\_\_\_ (date of second publishing)



**Exhibit E**

Individual or Summary (Circle One) Evaluation Rating Sheet DESIGN PROFESSIONAL OR ADMINISTRATIVE (CIRCLE ONE) SERVICES *Points in categories must be the same as on RFP							
Name of Bidder	Capability * _____ Pts. Pts. Awarded	Relevant Project Experience * _____ Pts. Pts. Awarded	Qualifications of Project Team * _____ Pts. Pts. Awarded	Project Approach & Schedule * _____ Pts. Pts. Awarded	Selection Committee Interview * _____ Pts. Pts. Awarded	Total Points	Comments
<b>TOTAL</b>							
Rater's Signature and Date: _____							



## Exhibit F

**This form is provided for assistance only. It does not constitute legal advice and is not a substitute for the Grantee's independent legal obligation to make sure Grantee fully complies with state and local legal requirements. If Grantee has any question about its legal responsibilities, it should seek the advice of a licensed attorney.**

### Grant Administration Contract

This contract is entered into on \_\_\_\_\_ (date) \_\_\_\_\_ by and between the City/County/Tribe of - \_\_\_\_\_, herein referred to as the CITY/COUNTY/TRIBE and \_\_\_\_\_ (Grant Administrator) \_\_\_\_\_ herein referred to as the CONTRACTOR,

WITNESSETH:

WHEREAS, the CITY/COUNTY/TRIBE has made application to and has been approved by the Idaho Department of Commerce, herein referred to as the DEPARTMENT, for the receipt of grant funds under the Rural Community Investment Fund Program (RCIF) for purposes of \_\_\_\_\_ ; and

WHEREAS, the CITY/COUNTY/TRIBE desires to engage the CONTRACTOR to render certain services related to the administration of the above-described Rural Community Investment Fund project; and

WHEREAS, the CITY/COUNTY/TRIBE has complied with provisions for the soliciting of contractors as cited in Idaho Code; and

WHEREAS, to ensure effective management of the above project, it is deemed to be in the best interests of the CITY/COUNTY/TRIBE to enter into an agreement with the CONTRACTOR as hereinafter provided;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. EMPLOYMENT OF CONTRACTOR

The CITY/COUNTY/TRIBE agrees to engage the CONTRACTOR, and the CONTRACTOR agrees to provide the services described in Section 6 in order to provide for the administration and management of the RCIF project for the CITY/COUNTY/TRIBE as approved the Idaho Department of Commerce.

2. EMPLOYEE-EMPLOYER RELATIONSHIP

The contracting parties warrant by their signature that no employer-employee relationship is established between the CONTRACTOR and the CITY/COUNTY/TRIBE by the terms of this contract. It is understood by the parties hereto that the CONTRACTOR is an independent contractor and as such, neither it nor its employees, if any, are employees of the CITY/COUNTY/TRIBE for purposes of tax, retirement system or social security (FICA) withholding.

3. CONTRACTOR'S INSURANCE

The CONTRACTOR warrants that it has obtained, and will maintain at its expense for the duration of this Contract, statutory worker's compensation coverage, employer's liability and comprehensive general liability insurance coverage for its principals and employees for the services to be performed hereunder. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of at least one hundred thousand dollars (\$100,000) per claim, and five hundred thousand dollars (\$500,000) aggregate.

4. LIAISON  
The CITY/COUNTY/TRIBE'S designated liaison with the CONTRACTOR is (Name),  
(Title). The CONTRACTOR'S designated liaison with the  
CITY/COUNTY/TRIBE is (Name).
5. EFFECTIVE DATE AND TIME OF PERFORMANCE  
This Contract takes effect on (Date). The services to be performed by the  
CONTRACTOR will be completed no later than project closeout.
6. SCOPE OF SERVICES  
The CONTRACTOR will perform the following services as outlined in Attachment A.
7. COMPENSATION  
For the satisfactory completion of the services to be provided under this Contract, the  
CITY/COUNTY/TRIBE will pay the CONTRACTOR a sum, not to exceed  
(Amount) that the CITY/COUNTY/TRIBE agrees to pay as set forth in Attachment A.
8. CONFLICT OF INTEREST  
The CONTRACTOR warrants that it presently has no interest and will not acquire any interest,  
direct or indirect, in the RCIF project that would conflict in any manner or degree with the  
performance of its services hereunder. The CONTRACTOR further covenants that, in performing  
this contract, it will employ no person who has any such interest. Should any conflict of interest,  
as defined by the RCIF Administrative Rules, arise during the performance of this contract, it will  
be disclosed and managed according to the RCIF rules.
9. MODIFICATION AND ASSIGNABILITY OF CONTRACT  
This contract contains the entire agreement between the parties, and no statements, promises or  
inducements made by either party or agents of either party, that are not contained in the written  
contract, are valid or binding. This contract may not be enlarged, modified or altered except upon  
written agreement signed by both parties hereto. The CONTRACTOR may not subcontract or  
assign its rights (including the right to compensation) or duties arising hereunder without the prior  
written consent of the CITY/COUNTY/TRIBE and the Idaho Department of Commerce. Any  
subcontractor or assignee will be bound by all of the terms and conditions of this contract.
10. TERMINATION OF CONTRACT. This contract may be terminated as follows:
  - (a) Termination due to loss of funding.  
In the event that the Department reduces or terminates payments under the RCIF Program  
so as to prevent the CITY/COUNTY/TRIBE from paying the CONTRACTOR with RCIF  
funds, the CITY/COUNTY/TRIBE will give the CONTRACTOR written notice which sets  
forth the effective date of the termination and explains the reasons for the termination. The  
notice shall also describe the conditions for any reimbursement for any work completed.
  - (b) Termination for Convenience.  
The CITY/COUNTY/TRIBE may terminate this contract in whole, or in part, for the  
convenience of the CITY/COUNTY/TRIBE when both parties agree that the continuation of  
the project is not in the best interest of both parties and that further expenditure of funds will  
not produce any results. The parties shall agree in writing, upon the conditions, effective  
date, and fair and reasonable payment for work completed.
  - (c) Termination for Cause.
    - (i) If the CITY/COUNTY/TRIBE determines that the CONTRACTOR has failed to comply  
with the terms and conditions of this contract, it may terminate this contract in whole, or  
in part, at any time before the date of completion. If the CONTRACTOR fails to comply  
with any of the terms and conditions of this contract, the CITY/COUNTY/TRIBE may

give notice, in writing, to the CONTRACTOR of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the CITY/COUNTY/TRIBE may, with no further notice, declare this Contract to be terminated. The CONTRACTOR will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by the CITY/COUNTY/TRIBE by reason of the CONTRACTOR'S failure to comply with this contract.

- (ii) Notwithstanding the above, the CONTRACTOR is not relieved of liability to the CITY/COUNTY/TRIBE for damages sustained by the CITY/COUNTY/TRIBE by virtue of any breach of this contract by the CONTRACTOR, and the CITY/COUNTY/TRIBE may withhold any payments to the CONTRACTOR for the purpose of until such time as the amount of damages due the CITY/COUNTY/TRIBE from the CONTRACTOR is determined.

11. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by the CONTRACTOR pursuant to this Contract are to be the property of the CITY/COUNTY/TRIBE and the Idaho Department of Commerce which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part. All such materials developed under this contract shall not be subject to copyright or patent in the United States or in any other country without prior written approval of the CITY/COUNTY/TRIBE and the Idaho Department of Commerce.

12. REPORTS AND INFORMATION

The CONTRACTOR will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the CITY/COUNTY/TRIBE to ensure proper accounting for all project funds. These records will be made available for audit purposes to the CITY/COUNTY/TRIBE or its authorized representative, and will be retained for three years after the expiration of this contract.

13. CONSTRUCTION AND VENUE

This contract will be construed and governed by the laws of the State of Idaho. In the event of litigation concerning it, venue is the (District Court) in and for the county of \_\_\_\_\_ state of Idaho.

14. INDEMNIFICATION

The CONTRACTOR waives any and all claims and recourse against the CITY/COUNTY/TRIBE, including the right of contribution for loss and damage to persons or property arising from, growing out of or in any way connected with or incident to, the CONTRACTOR'S performance of this contract except for liability arising out of concurrent or sole negligence of the CITY/COUNTY/TRIBE or its officers, agents or employees. Further, the CONTRACTOR will indemnify, hold harmless, and defend the CITY/COUNTY/TRIBE against any and all claims, demands, damages, costs, expenses or liability arising out of the concurrent or sole negligence of the CITY/COUNTY/TRIBE or its officers, agents or employees.

15. LEGAL FEES

In the event either party incurs legal expenses to enforce the terms and conditions of this contract, the prevailing party is entitled to recover reasonable attorney fees and other costs and expenses, whether the same are incurred with or without suit.



16. SPECIAL WARRANTY

The CONTRACTOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this contract. The CONTRACTOR further declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion or negotiation leading to the award of this contract. Any such activity by the CONTRACTOR shall make this contract null and void.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

(GRANT ADMINISTRATOR AGENCY)

(CITY/COUNTY/TRIBE NAME)

BY: \_\_\_\_\_  
(Grant Administrator's Name and Title)

BY: \_\_\_\_\_  
(Chief Elected Official and Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

**Attachment A**

## Pre-Development Stage:

The City/County/Tribe agrees to pay the Administrator a sum not to exceed \$\_\_\_\_\_ for project planning, project development, and writing an application for RCIF funding. Pre-Development services will not be paid by RCIF.

## Grant Administration:

Activities (1 thru 4) listed below will be contingent on the City/County/Tribe receiving RCIF funding.

1. Project Set-Up – (30%) file set-up, facilitating financial management procedures including cost allocation plan, meetings with grantee and stakeholders, submission of pre-contract documents, responding to inquiries, and explaining RCIF requirements to the (City/County/Tribe) and/or sub-recipient. These services will be completed for a lump sum amount of \$\_\_\_\_\_.
2. Project Monitoring (during procurement and construction) – (30%) Assist (City/County/Tribe) in setting up the procurement and selection of a design professional and/or contractors in accordance with RCIF requirements. Participating in pre-bid, pre-construction and construction progress meetings. Review of bidding documents, construction progress monitoring, reporting, and construction close-out. These services will be completed for a lump sum amount not to exceed \$\_\_\_\_\_, which should be invoiced in monthly increments.
3. Financial Management – (30%) duties which includes coordinating contractor and design professional pay applications, preparation of RCIF request for funds, submission of request to IDC and ensuring proper disbursement of RCIF expenditures. These services will be completed for a lump sum amount not to exceed \$\_\_\_\_\_, which should be invoiced in monthly increments.

The total amount paid in progress payments as listed above shall not exceed ninety percent (90%) of the total compensation sum.

4. Project Close-Out (10%) – Documentation that the (City/County/Tribe) has met their RCIF contractual performance requirements, submitted certificate of substantial completion and documented jobs created by business. Complete RCIF closeout documents for review and signature. Ensure all project and close out documents are submitted and approved by IDC. Ensure requested documents, concerns, and findings are addressed and resolved. The department's approval to close out. These services will be completed for a lump sum amount of \$\_\_\_\_\_.



## Exhibit G

### Sample Interview Questions

Listed below are a series of questions to be asked of the design professional firm. Questions can be expanded as appropriate. The points determined from this interview are added to the points scored on the written proposal. Interview point total cannot exceed 30 points.

What similar project experience do you have?

What is the firm's capacity to perform the work?

Who will be your lead design professional?

What is the firm's understanding of the project needs?

Discuss the methodology the firm proposes to use in providing the required services.

Discuss the consultants, if any, who may be working with the firm on the project.

Discuss how the firm will handle the planning, design, and construction phases of the project.

How will the firm handle construction cost controls in the design and construction phases?

Discuss the time schedule the firm proposes to complete the necessary preliminary work as well as the time schedule for the entire project.

Does your firm have the ability to determine accurate construction costs?

Is your firm willing to redesign and re-bid the project to cause award of construction contract within a maximum construction contract cost without additional compensation or reimbursement?

Discuss your methods of determining your compensation.

Identify the last two projects the firm has completed. How many change orders were issued on each of these two projects? Why were the change orders issued?

What is your experience working with state and federal agencies both regulatory as well as funding agencies?

How will you keep us informed of the project progress?

Whom will we be working with on the day-to-day matters?

Please tell us what you see as our problem, the potential remedies, and likely obstacles.

What are your ideas on how we can save money on the design and construction of this project?



## Exhibit H

Initial  
Owner: \_\_\_\_\_  
Design Professional: \_\_\_\_\_

Attachment \_\_\_\_\_

Rural Community Investment Fund Agreement Attachment  
Between Owner and Design Professional

## 1) Time of Performance

The Design Professional's schedule for preparing and delivering shall be as follows:

a. Draft Bidding Documents and Drawings for review by applicable regulatory agencies and Owner within \_\_\_\_\_ calendar days of the execution of the agreement between the Owner and Design Professional.

## 2) Ownership of Document.

All drawings, specifications, studies, and other material prepared under this contract shall be the property of the Owner and at the termination or completion of the Design Professional's services shall be promptly delivered to the Owner. The Design Professional shall have no claim for further employment or additional compensation as a result of exercise by the Owner of its full rights of ownership. It is understood, however, that the Design Professional does not represent such data to be suitable for re-use on any other project or for any other purpose. If the Owner re-uses the subject data without the Design Professional's written verification, such reuse will be at the sole risk of the Owner without liability to the Design Professional.

## 3) Reports and Information

The Design Professional will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the Owner to ensure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the Owner or its authorized representative, and will be retained for three years after the expiration of this contract.

## 4) Access to Records

It is expressly understood that the Design Professional's records relating to this contract will be available during normal business hours for inspection by the Owner, Commerce, and if necessary other representatives of the State of Idaho.

## 5) Employee-Employer Relationship

The contracting parties warrant by their signature that no employer-employee relationship is established between the contractor and the Owner by the terms of this contract. It is understood by the parties hereto that the Design Professional is an independent contractor and as such neither it nor its employees, if any, are employees of the Owner for purposes of tax, retirement system or social security (FICA) withholding.

## 6) Design Professional's Insurance

The Design Professional warrants that it has obtained, and will maintain at its expense for the duration of this Contract, statutory worker's compensation coverage, employer's liability and comprehensive general liability insurance coverage for its principals and employees for the services to be performed hereunder. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of at least five hundred thousand (\$500,000) per occurrence, and one million dollars (\$1,000,000) aggregate.

## 7) Conflict of Interest

The Design Professional warrants that it presently has no interest and will not acquire any interest, direct or indirect, in the Rural Community Investment Fund project that would conflict in any manner or degree with the performance of its services hereunder. The Design Professional further covenants that, in performing this contract, it will employ no person who has any such interest. Should any conflict of interest, as defined by the Rural Community Investment Fund Administrative Rules, arise during the performance of this contract, it will be disclosed and managed according to the Rural Community Investment Fund rules.

## 8) Modification and Assignment of Contract

This contract contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agents of either party, that are not contained in the written contract, are valid or binding. This

contract may not be enlarged, modified or altered except upon written agreement. The Design professional may not subcontract or assign its rights (including right to compensation) or duties arising hereunder without the prior written consent of the Owner and the Idaho Department of Commerce. Any subcontractor or assignee will be bound by all of the terms and conditions of the Agreement.

9) Nondiscrimination

The Design Professional will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, gender, age, marital status, physical or mental handicap or national origin.

10) Environmental Mitigation Requirements

The Design Professional will design the project to comply with mitigation measures as required by federal, state, and local laws and statutes.

## Chapter 3: Section B

### Rural Community Investment Fund - Construction Process

This section contains instructions and forms used for procurement procedures that will aid grantees (cities and counties or sub-grantees such as special districts, and non-profits) in the procurement of construction services and/or supply and delivery of materials for RCIF funded projects.

Forms in this appendix include:

- Construction Bid Document Review Certification Form
- RCIF supplemental general condition

### Rural Community Investment Fund - Construction Procurement

RCIF funded projects are usually the construction of infrastructure (sewer, water, electrical, road, storm water drainage, building, telecommunication) systems to create or improve services to businesses. Depending on the estimated cost of the project the grantee will need to follow the procedures as described below.

**CONSTRUCTION CONTRACT** – three methods of procurement: 1) micro procedure, 2) small purchase procedure and 3) competitive sealed bid or formal advertising.

#### Construction – Micro Procedure (estimated cost less than \$50,000)

The Grantee can purchase from any licensed public works contractor believed to provide the best value. The Grantee's procurement procedures should be determined by their governing board. For public works construction valued at less than \$50,000, contractors without a public works license may be used.

- Other Requirements
  - ✓ Insurance requirements are always applicable.
  - ✓ Contract/work order

#### Small Purchase Procedure (estimated cost between \$50,001 and \$200,000)

The Grantee should follow the same steps identified for sealed competitive bidding with the following exceptions.

- The Grantee shall solicit in writing an invitation to bid (via mail, email, or fax) to at least three (3) licensed public works contractors. At a minimum the contractors should have at least seven (7) days to submit their bids. The date and time of the bids due date needs to be included in the invitation to bid. Bids are not required to be opened in a public format. A written record of the solicitation and bids needs to be documented in the Grantee's file. Documentation must include the invitation to bid, how the invitation was solicited, what contractors were solicited, bids or responses received, and justification for award to lowest responsive and responsible bidder.
- Other Requirements
  - ✓ Insurance requirements are always applicable.
  - ✓ Bid Tabulation and Analysis
  - ✓ Award Notice
  - ✓ Contract



- ✓ Pre-Construction Meeting
- ✓ Notice to Proceed

### **Competitive Sealed Bid Construction Procedure – (estimated project cost over \$200,001)**

**Category A** - Involves competitive bidding for a single construction contract. In the process the bidding documents are prepared by a design professional for the Grantee and advertised formally for qualified contractors. The contractors determine the price, including profit, for which the project can be built. The bids are submitted to the owner. After analysis of the bids, the owner selects a contractor, the lowest responsive and responsible bidder. The selected bidder must be a qualified public works contractor. The contractor then constructs the project in accordance with the contract documents. Follow the steps for a Category A procedure.

**Step 1** – The design professional prepares bidding documents and invitation to bid for the project. The bidding document is a combination of bidding requirements, contract forms, and conditions to the contract, specifications, drawings, and addenda.



**Step 2** – Once the design professional has completed the bidding documents and the documents have been reviewed by the appropriate regulatory agency, the grant administrator will need to review and certify the proper clauses, provisions, and forms are included in the bidding document before solicitation. Send certified bid document review form (See Exhibit – Bid Document Certification Review Form) to your Commerce Specialist along with a copy of the bidding documents and plans fifteen days before bid due date.



**Step 3** – As this is a competitive sealed bid procurement, the Grantee is required to solicit the invitation to bid in the local newspaper of general circulation. The notice inviting bids shall set a date and place for the opening of bids. The first publication of the notice shall be at least two weeks before the date of opening the bids. Notice shall be published at least twice, not less than one week apart.

**Note: All sub-recipients will need to follow the same publishing and solicitation time frames as established with their sponsoring city, county or tribe.**

Concurrently during solicitation the Grantee will need to hold a Pre-Bid Meeting. The meeting, held before the bid opening, is to allow the bidders the opportunity to view the actual work site, ask questions, and better understand the proposed project. The design professional shall respond to questions in writing through an addendum.



**Step 4 – Bid Opening of Competitive Sealed Bids.**

- Do not open bids before advertised date and time.
- Publicly open and read aloud bids received.
- Bids will be taken under advisement at this time.
- Do not accept or open late bids.



**Step 5 –** The Grantee with the assistance of the design professional and grant administrator will need to identify if the bids received are responsive and which bid is the lowest. The design professional should prepare a bid tabulation form and analysis of bids and recommendation for award. Submit the bid tabulation form to your Commerce Specialist. Determine if lowest responsive bidder is a responsible bidder.

Verify contractor's public works license at [www2.state.id.us/dbs/publicworks/](http://www2.state.id.us/dbs/publicworks/).



**Step 6 –** Grantee provides Award Notice letter to successful bidder. Notice should indicate that the bidder will need to submit performance and payment bonds accompanied by power of attorney, and certificates of insurances. Submit proof of award to your Commerce Specialist.



**Step 7 –** The Grantee can now proceed with the execution of the construction agreement. Remember it is critical that the agreement form used identifies that the contract documents consist of contract forms, conditions to the contract, specifications, drawings, addenda, and contract modifications/change orders. Think of the agreement form as a clamp that binds the documents together.



**Step 8 –** Hold the Preconstruction Conference. The conference should include the Grantee, design professionals, contractor, subcontractors, grant administrator, and other funding agency representatives. The conference minutes need to be submitted to your Commerce Specialist five days after the conference.



**Step 9 –** Grantee issues Notice to Proceed. The notice should contain start date of the contract and the number of days to complete work or substantial completion date. Submit copy of notice to your Commerce Specialist.



**Step 10 –** Procurement does not stop at the Construction Phase. The RCIF program requires at a minimum the following process is implemented.

- Construction progress meeting shall be held during construction. Attendees should include owner, grant administrator, design professional, and contractor.
- Any change orders issued on the project are required to be justified and cost reasonable. Change orders must be discussed with your Commerce Specialist. Copy of executed change orders need to be sent to Commerce. Copies not received may hold up the RCIF progress payment or result in non-payment.
- Progress reports shall accompany all RCIF payment requests.



**Step 11** – A pre-final inspection shall be held to determine completion of work to date and quality of work. If all parties determine substantial completion of work has been completed, a certificate of substantial completion shall be executed. Certificate shall be signed by Grantee, design professional, and contractor. The certificate should also contain a list of items to be completed or corrected. Submit certificate to your Commerce Specialist.



**Step 12** – The process of improving infrastructure is dynamic. The Grantee needs to ensure public works staff are properly educated and trained on the new systems. Grantee should receive the Operations & Maintenance manual and “as-built” drawings.



**Step 13** – Eleven months after completion of construction the Grantee and Design Professional shall formally inspect work to ensure construction work, materials, and equipment are meeting performance and warranty requirements.

**Category B** – This process consists of two stages: the first establishing a list of pre-qualified contractors, and the second where sealed bids are submitted from pre-qualified contractors. The Grantees must not deviate from the process established under Idaho statute 67-2805 (3) (b). Contact your Commerce Specialist if you elect to do this process.

## Rural Community Investment Fund – Supply & Delivery Procurement

### **SUPPLY AND DELIVERY CONTRACTS FOR MATERIALS AND EQUIPMENT**

Four methods of procurement: 1) micro purchase procurement, 2) small purchase procurement, 3) competitive sealed bid, and 4) Supply & Delivery Request for Proposals

RCIF funds cannot be used to purchase equipment, fixtures, motor vehicles, furnishing, or other personal property which is not an integral structural fixture. However, if the Grantee is proposing to procure construction materials or an integral structural fixture, the Grantee must first receive approval from Commerce and will be required to follow Idaho Statute 67-2806, as summarized below.

#### **Micro Purchase Procedure (estimated material cost under \$50,000)**

The Grantee can purchase from any vendor believed to provide the best value. The Grantee's procurement procedures should be determined by their governing board.

- Other Requirements
  - ✓ Insurance
  - ✓ Contract / Work Order / Purchase Order

**Small Purchase Procedure (estimated material cost between \$50,001 and \$100,000)** The Grantee should follow the same steps identified for sealed competitive bidding with the following exceptions. Grantee must award contract to lowest responsive and responsible bidder.

- The Grantee shall solicit in writing an invitation to bid (via mail, fax or email) to at least three (3) qualified suppliers. At a minimum the contractors should have at least seven (7) days to submit their bids. The date and time of the bid's due date needs to be included in the invitation to bid. Bids are not required to be opened in a public format. A written record of the solicitation and bids received need to be documented in the Grantee's file.
- Other Requirements
  - ✓ Insurance
  - ✓ Supply & Delivery Document Certification.
  - ✓ Bid Tabulation and Analysis.
  - ✓ Contract

#### **Competitive Sealed Bid (estimated cost over \$100,001)**

**Step 1** – The Design Professional prepares bidding documents and invitation to bid for the project. The bid document is a combination of invitation to bid, instructions to bidders, bid forms, supply and delivery agreements, general conditions, **RCIF supply & delivery supplemental conditions (see Exhibit)**, technical specifications, drawings and addenda.



**Step 2** – Grant Administrator reviews and certifies supply and delivery bid documents before solicitation. Send signed supply and delivery document review form (see Exhibit) to Commerce along with a copy of the bid documents and plans, if any, before bid opening.



**Step 3** – As this is a competitive sealed bid procurement, the Grantee is required to solicit the invitation to bid in the local newspaper of general circulation. The bid invitation notice shall set a

date and place for the opening of bids. The first publication of the notice shall be at least two (2) weeks before the date of opening the bids. Notice shall be published at least twice, not less than one (1) week apart.

**Note: All sub-recipients will need to follow the same publishing and solicitation time frames as established with their sponsoring city or county.**

Concurrently the Grantee may want to hold a pre-bid meeting. The meeting held before the bid opening is to allow bidders to inspect the work site, discuss specifications and requirements, and revisions to requirements, and address questions of potential bidders. The Design Professional should respond to questions in writing through an addendum.



**Step 4 – Bid Opening of Competitive Sealed Bids**

- Do not open bids before advertised date and time.
- Publicly open and read aloud bids received.
- Bids will be taken under advisement at this time.
- Do not accept or open late bids.



**Step 5 –** The Grantee with the assistance of the Design Professional and Grant Administrator will need to identify if the bids received are responsive and which bid is the lowest. The Design Professional should prepare a bid tabulation form and analysis of bids and recommendation for award. Submit the bid tabulation form to your Commerce Specialist. Determine if lowest responsive bidder is a responsible bidder.

The Grant Administrator will conduct a debarment clearance, via a Commerce Specialist. The Specialist will verify if the supplier is suspended or debarred from entering into a federally funded contract.



**Step 6 –** Grantee provides Award Notice letter to successful bidder. Notice should indicate that the bidder will need to submit a performance bond accompanied by a power of attorney and certificate of insurance.



**Step 7 -** The Grantee can now proceed with the execution of the supply and delivery agreement. It is critical that the agreement form used identifies that the contract documents consist of contract forms, conditions to the contract, specifications, drawings, addenda and contract modifications/change orders. Submit the contract documents to your Commerce Specialist.



**Step 8 –** It may be necessary to hold a pre-construction conference with the supplier. Topics such as submittal process, risk of loss or damage of goods, shipment and delivery of goods, payments, party responsibilities, and warranty and guarantees will need to be addressed.



**Step 9** – Grantee issues notice to proceed. The notice should contain start date of the contract and the number of days to complete work or substantial completion date. Submit notice to proceed to your IDC Specialist.



**Step 10** – During supply and delivery phase:

- Change orders issued on the project are required to be justified and cost reasonable. Copy of change orders need to be sent to Commerce. Copies not received may hold up RCIF progress payments.



**Step 11** – A pre-final inspection shall be held to determine completion of work to date and quality of work. If all parties determine substantial completion of work has been completed, a certificate of substantial completion or letter supporting completion of project shall be issued. The letter or certificate shall be signed by Grantee, Design Professional, and Contractor. The letter or certificate should also contain a list of items to be completed or corrected. Submit certificate to your Commerce Specialist.



**Step 12** – The Grantee should receive an Operations & Maintenance manual and “as built” drawing from the supplier or design professional.



**Step 13** – Eleven (11) months after completion of construction, the Grantee and Design Professional shall formally inspect the materials, equipment and fixtures to ensure they are meeting performance and warranty requirements.

**Supply & Delivery Request for Proposals** A Grantee may utilize a request for proposal process as an alternative to the competitive bidding process required by section 67-2806 Idaho Code, when the Grantee contemplates a procurement for materials and equipment which:

- ✓ Fixed specifications might preclude the discovery of a cost-effective solution;
- ✓ A specific problem is amenable to several solutions; or
- ✓ Price is not the sole determining factor for selection.

Factors that may be considered in the evaluation of vendors in a request for proposal process include but are not limited to:

- An innovative solution that is offered;
- Unique product features;
- Price;
- Vendor experience in the market;
- Financial stability of a vendor;
- Differences among vendors in their ability to perform contract requirements;
- Ability to meet product specifications;
- Product quality;
- Product performance records;
- Past performance by a vendor;

- Future product maintenance or service requirements; and
- Product warranties.

At a minimum, a request for proposal shall state the instructions of the process, the scope of work for the materials or equipment, the selection criteria, contract terms and the scoring methodology applying relative weights to factors considered.

Notifications, solicitation and consideration of contests concerning the award of procurement pursuant to a request for proposal shall be in accordance with the minimum requirements established in section 67-2806, Idaho Code, subject to the selection criteria established at the outset of each such procurement. Records compiled in the scoring process shall be made available for public inspection when a procurement recommendation is made to the Grantee's board.

**EXHIBITS**  
**Chapter 3: Section B**

**Rural Community Investment Fund – Construction Bid Document Review Certification**

Project Name: \_\_\_\_\_

Grant Number: \_\_\_\_\_

Below is a list of following RCIF clauses, provisions, or forms that are required to be included in the project bidding documents, with exclusion to the environmental considerations.

\_\_\_\_\_ Bidding Requirements

- Invitation to Bid
- Instruction to Bidders
- Bid Form (ensure firm fixed bid)
- Bid Security (5%)
- Subcontractor List (ensure HVAC, plumbing, and electrical list with public works license number)

\_\_\_\_\_ Optional

- Bidder's Qualification
- Supplier's List
- Bidder's Checklist

\_\_\_\_\_ Contract Forms

- Agreement
- Performance Bond (100%) - may be referenced
- Payment Bond (100%) – may be referenced

\_\_\_\_\_ General Conditions

- Commercial General Liability
- Worker's Compensation Insurance
- Automobile Insurance
- Administrative, Contractual, or Legal Remedies
- Termination for Cause and for Convenience

\_\_\_\_\_ RCIF Supplemental General Conditions

- Sign Requirements
- Preconstruction Conference
- Licensing of Contractors
- Environmental Protection
- Clean Air and Water Act
- Historic Preservation
- Floodplains
- Reports and Information
- Conflict of Interest
- Access to Records
- Equal Employment Opportunity
- Insurance during Construction



\_\_\_\_\_ Drawings and Specifications  
- Engineer or Architect Seal

As the grant administrator/consultant, I certify that I have reviewed the final bidding documents and find that the necessary Rural Community Investment Fund applicable clauses, provisions and forms are included within the \_\_\_\_\_ (Project Name) \_\_\_\_\_ bidding documents.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Dated

## RCIF Supplemental General Conditions

### Preconstruction Conference

After the contract(s) have been awarded but before the start of construction, a conference will be held for the purpose of discussing requirements on such matters as project supervision, progress schedule and reports, payrolls, payment to contractors, contract change order, insurance, safety and other items pertinent to the project. The contractor shall arrange to have all subcontractors and supervisory personnel connected with the project on hand to meet with representatives of the design professional and owner to discuss any problems anticipated.

### Sign Requirements

After the notice to proceed with construction is issued, and prior to construction, GRANTEES and Sub grantees will, unless otherwise directed, erect a sign located prominently at the project site for all major construction projects. The sign shall be identical to the image provided by the IDAHO DEPARTMENT OF COMMERCE.

### Licensing of Contractors

Bidders shall be licensed in the state of Idaho by the Idaho Public Works Contractors License Board in the class and type specified for the value and scope of work to be done in accordance with the provisions of Title 54, Chapter 19, Idaho Code as amended. Subcontractors that are required to be listed in the bid proposal shall possess a license of the class and type specified prior to submission of the bid.

### Environmental Protection

The Contractor shall comply with all federal, state and local laws and regulations controlling pollution and contamination of the environment. A storm water plan, erosion and sediment control plan, and best management practices shall be followed to prevent pollution of surface and groundwater, soil, and the atmosphere with any contaminate including hazardous and toxic materials. Any release of these materials into the environment will require immediate corrective action by the Contractor in accordance with applicable state and federal regulations.

If, during the construction of the project, an underground storage tank, buried drum, other container contaminated soil or debris not scheduled for removal under the contract are discovered, the Contractor shall immediately notify the owner and design professional. No attempt shall be made to excavate, open, or remove such material without written approval from the appropriate regulatory agency.

The Contractor shall conduct and schedule his operations and abide by the conditions of any state or federal permit to avoid or minimize impacts on streams, lakes, wetlands, reservoirs, aquifers, and associated fish and wildlife habitat.

### Clean Air and Water Act

For all contracts and subcontracts exceeding \$100,000, 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 Environmental Protection Agency regulations (40 CFR Part 15)

### Historic Preservation

If any items of suspected historical or archaeological value are uncovered during construction the contractor will be required to stop work and contact the Idaho State Historic Preservation Office and Commerce.

### Floodplains

When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert 100-year floodplain area delineated on the latest Federal Emergency Management Agency Floodplain Map or other appropriate maps.

### Reports and Information

The contractor, at such times and in such forms as the owner may require, shall furnish the owner such periodic reports as requested pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

**Conflict of Interest**

No member, officer, or employees of the grantee, or its designees or agents, no members of the grantee's governing body and no other public official of the grantee who exercises any functions or responsibilities with respect to this contract during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in work to be performed in connection with this contract. All contractors shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest.

**Access to Records**

The grantee, Commerce, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this specific contract, for the purpose of making audit, examination, excerpts, and transcriptions. All required records must be maintained by the contractor for three (3) years after grantee makes final payments.

**Equal Employment Opportunity**

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**Insurance During Construction**

The contractor shall have in effect without interruption from the date of construction commencement until final payment is made and the Project is closed-out pursuant to the terms of this Contract, the following types of insurance. Further, the contractor warrants such insurance coverage shall be written on an "occurrence" basis and will be obtained with the following minimum liability limits:

1. Workers' Compensation Insurance and Employer's Liability Insurance:
 

(1) State:	Statutory Limits
(2) Employer's Liability:	\$100,000 per accident
	\$500,000 Disease, Policy Limit
	\$100,000 Disease, Each Employee
  
2. Comprehensive or Commercial General Liability Insurance with the DEPARTMENT as a named insured to include premises operation, owners and contractors protective liability, products and completed operations liability, personal injury liability including employee acts, broad form property damage liability and blanket contractual liability, with no exclusion for explosion (X), collapse (C) and underground (U) hazards:
  - (1) \$1,000,000 Each Occurrence
  - (2) \$1,000,000 Personal Injury
  - (3) \$2,000,000 Products/Completed Operations to be maintained for two (2) years following final payment
  - (4) \$2,000,000 General Aggregate
  
3. Automobile Liability Insurance with the DEPARTMENT as a named insured for bodily injury and property damage: \$1,000,000 Combined Single Limit

**Property or Builder's Risk Insurance**

**If required by the owner**, the contractor shall have in effect Property or Builder's Risk Insurance. The Property or Builder's Risk Insurance shall include coverage for all direct physical loss, also known as "Special Causes of Loss" in an amount equal to one-hundred percent (100%) of the estimated maximum value of the Project upon completion with the broadest form of "all risk" coverage possible.

## Chapter 4: Application Process

Introduction – This chapter identifies how the application should be submitted, holding the required public hearing before submission, the structure of the application and how the Idaho Commerce and the Economic Advisory Council (EAC) reviews the application.

- A. **Submission of the Application.** Applications will be due on the third Monday in December, March, June and September. Applications received after this date will not be presented to the Council at that quarterly meeting, but the following meeting.

Applicants must submit one hard copy and one electronic copy to Commerce.

Hard copy applications may be mailed or hand delivered to the Idaho Department of Commerce (Commerce). Mailed applications must be postmarked or dated by a commercial carrier no later than midnight of the announced application deadline. Applicants must be sure that the private carrier or the U.S. Postal Service has dated the application package. If using the U.S. Postal Service, use the post office box for Commerce. Use the street address for commercial carriers. Contact your project manager to ensure the correct mailing address.

If an applicant chooses to deliver the application by hand, the package must reach Commerce during regular business hours on or before the announced application deadline.

The electronic version of the application must be e-mailed to **ICDBG@commerce.idaho.gov** no later than midnight mountain standard time on the announced application deadline. At a minimum, the electronic version must contain all the information contained in Part B of this chapter (signature pages are not expected with electronic version of application).

- B. **Public Hearings.** At least one public hearing is required to permit public examination and appraisal of the application. Public hearings shall be scheduled in ways and at times to provide for full participation of citizens. To accomplish this requirement:
1. Proper notification shall be given by a public advertisement in a local newspaper no less than seven days prior to the meeting date. The notice shall include a brief description of the proposed project; the amount of funds being requested; time and place of the public hearing; a statement that the hearing will be held in a handicap accessible facility; notification that both written and verbal comments will be accepted; and a description of the availability of services for persons with disabilities, upon request. (See following page for notice example.)
  2. The building or facility must be accessible to persons with disabilities. All information presented in the hearings shall also be available, upon request, in a form usable by persons with disabilities.
  3. Applicants are required to submit with their application the meeting minutes from the public hearing. At a minimum, the meeting minutes should include the following:
    - a. The application was available for review;
    - b. The range of activities to be undertaken was presented;
    - c. Verification that citizen's comments and views on the proposed application were considered prior to submittal and, if determined appropriate, a description of how the

application was modified;

- d. A copy of the public notice and a list of those attending the public hearing(s);
- e. A description of any plans for the project regarding citizen participation, which may include the formation of a citizen's advisory committee; and a description of any assistance for persons with disabilities requested and provided.

**Notice of Public Hearing  
on Proposed Grant Activities**  
(Published Advertisement)

The City/County/Tribe ( \_\_\_\_\_ ) is submitting a proposal to the Idaho Department of Commerce for a Rural Community Investment Fund (RCIF) in the amount of \$ ( \_\_\_\_\_ ). The proposed project is to (brief description) \_\_\_\_\_

\_\_\_\_\_.  
The hearing will include a discussion of the application, scope of work, budget, schedule, benefits of the project, and location of proposed project. The application, related documents, and RCIF Application Handbook will be available for review.

The hearing has been scheduled for \_\_\_\_\_ (month, day, year, time, location). Verbal and written comments will be accepted prior to and at the hearing.

The hearing will be held in a facility that is accessible to persons with disabilities. Special accommodation will be available, upon request, five days prior to the hearing in a format that is usable to persons with disabilities. For more information, contact \_\_\_\_\_ at \_\_\_\_\_.

***Al ser solicitada, ésta notificación puede ser proveída en un formato fácil de usar para personas con discapacidad y/o personas con conocimientos limitados del Inglés.***

\_\_\_\_\_  
Name and Title of Chief Elected Official

\_\_\_\_\_  
Street Address/Post Office Box

\_\_\_\_\_  
City/State/Zip

**C. Application Format**

1. All applications must follow the prescribed formatting:
  - White, 8 ½" by 11" paper
  - Text must be typed single-spaced with double spaces between paragraphs.
  - All pages must be numbered.
  - Pages may be printed on both sides.
  - Maps and larger sheets must be folded to 8 ½" 11".
  - Supporting documents should be noted and placed in a tabbed appendix.
  - All applications must be bound.
  
2. Applications for all projects must contain the following sections in the specified order below:
  - \_Cover
  - \_Cover Letter
  - \_Table of Contents
  - \_Rural Community Development Investment Fund Application Information Form
  - \_Economic Advisory Council Page
  - \_Threshold Factors (6)
    - \_Eligible Applicant
    - \_Eligible Activity
    - \_Administrative Capacity
    - \_Public Hearing
    - \_Business job commitment (agreement or letter)
    - \_Business's ability to finance their portion of the project
  
3. General Project Description
  - \_Community Development
  - \_Project Description
  - \_Site Plans
  - \_Project Budget
  - \_Environmental Scoping Form
  - \_Project Schedule
  - \_Project Development Team List
  
4. Review and Ranking Criteria
  - \_Community Distress Factors
  - \_Project Benefits
  - \_Community Project Support
  - \_Project Feasibility
  
5. Appendix should include:
  - \_Documentation of Public Hearing
  - \_Project Site Plan
  - \_Community Support Letters
  - \_Financial Commitment Letters
  - \_Match Commitment Letters
  - \_Design Professional's Opinion of Probable Cost
  - \_Grantee Assistance Agreement or Commitment Letter
  - \_If procured, documentation of process for Grant Administrator and/or Design Professional
  - \_If applicable, Program Income Re-use Commitment Letter

Business Plan and Financial Statements (documentation can be sent under separate cover)

If the project involves the acquisition or leasing of land or real estate also include the following:

- Fair Market Rent Analysis, if required
- Environmental Assessment or Real Estate Inspection
- Appraisal Report
- Commitment to Title Insurance Policy
- Real Estate Purchase Agreement
- Proof of ownership
- Lease Agreement
- Property Management Policies and Practices

**D. Application Review, Ranking and Award Process:**

Each application will be ranked by department staff based on the criteria established in this handbook and RCIF rules. Each application is worth 1,000 points. The written application, which is ranked by the department staff, is worth 800 points but should score a minimum of 500 points to be considered for funding. If based on staff evaluation a project warrants review by the Economic Advisory Council (EAC)\*, the applicant then will be requested to present their application to the council. The EAC can score the application between 0 to 200 points and recommend to the Governor if the project should be funded.

\* The Economic Advisory Council consists of eight persons appointed by the Governor. EAC members represent the seven planning regions with one at large member. Members' primary mission is to advise Commerce in the preparation and execution of plans, projects and programs of the Department. See Commerce's website <http://commerce.idaho.gov/communities/economic-advisory-council> for information about the individual EAC members.

**E. The review and award process:**

1. The application is reviewed for eligibility. If an application does not meet the threshold criteria, it is considered disqualified and will not continue through the review process.
2. Department staff review qualified applications using the ranking system described in this handbook.
3. Department staff may meet with other funding agencies to understand the project's viability and financial commitments.
  - a. Staff will finalize the score to the application and determine if project warrants review by the EAC.
  - b. The EAC reviews the applications and presentations. After the presentation, the council scores the application and makes its recommendation to the Governor.
  - c. The Governor determines to award or not award.



## Chapter 5: General Application Instructions & Forms

Introduction: Each applicant must complete and submit an application. The application must identify and document that the proposed project will meet Rural Community Investment Fund (RCIF) threshold requirements and objectives. The application is the basis of the Idaho Department of Commerce (Commerce) and the Economic Advisory Council's (EAC) review and ranking of the project.

Every applicant must complete all the information in this chapter. The chapter has two sections: Part A is the instructions for completing Part B of the application. Part B must be filled out (including the appendix documents) in order to identify the project's eligibility, need, impact, and preparedness. The Chief Elected Official of the applying city/county/tribe shall authorize the application.

### Part A: Instructions

#### Application Sections:

- a. **Cover Page.** The cover shall contain "An Application for a Rural Community Investment Fund by the \_\_\_\_\_ (City/County/Tribe) of \_\_\_\_\_ (Name) \_\_\_\_\_ Date: \_\_\_\_\_".
- b. **Cover Letter.** A cover letter signed by the Chief Elected Official on official stationery. This is the official letter of application for RCIF assistance.
- c. **Table of Contents.**
- d. **Rural Community Investment Fund Application Information Form.** Fully completed and signed by chief elected official.
- e. **Economic Advisory Council (EAC) Page:** The EAC Page should summarize the project in no more than one page. This page should be able to stand alone in describing the project. At a minimum the page should summarize the following: the need, how the need will be addressed, total cost, the local ability to finance, the local effort and commitment, and the local and regional economic impact.
- f. **Threshold factors.** Any applicant or project not meeting the threshold criteria shall be disqualified and the application shall not be reviewed. Refer to Chapter 2.
  - (1) **Eligible Applicant** – identify the project's eligibility. Refer to Chapter 2.
  - (2) **Eligible Activity** – Describe how the project consists of eligible activities. Refer to Chapter 2.

Note: If the RCIF funds are directly related to the acquiring or rehabilitation of commercial or industrial real estate you will be required to submit a program income re-use plan.

- (3) **Administrative Capacity** – Describe the Grantee's financial ability, governance ability, and similar project experience. Explain if the Grantee has procured, or in the process of procuring, a consultant to help manage the RCIF project. Identify, if procured, the firm or individual.

- (4) **Rural Community Investment Fund Public Hearing** – Provide a copy of public notice, affidavit of publication, meeting minutes, and a list of attendees in the appendix. Refer to Chapter 4 regarding public hearing procedures.

- (5) **Job commitment (one of the two following forms)**

**Job Creation Agreement**

This form is the job creation agreement that will need to be executed by the Grantee and assisted businesses. The executed agreement will need to accompany the application and should be attached in the appendix. The Agreement form is available in Part B.

**Or**

**Company commitment letter**

The company commitment letter at a minimum shall contain the following:

- Letter on company letterhead;
- Signed by owner, president or CEO/CFO;

Identify commit to

- Number of jobs to be created (or retained) within two years of public project certification of completion;
- Types of jobs and benefits;
- Salary range;
- Projected hiring time line.

- (6) **Company's ability to finance**

If company will finance their portion of the project with internal resources a letter from the owner or CEO must state source of funds.

If the company is going to finance their portion of the project with outside sources then a letter of credit from the financial institution or individuals must be provided.

**General Project Description:** Complete or provide the information requested in the following sub categories: Community Development, Project Description, Site Plans, Project Budget, Environmental Scoping Form, Project Schedule, and Project Development Team List.

**Community Description:** Include applicable County's Labor Market profile at website <http://lmi.idaho.gov> - Regional Information.

**Project Description:** Identify the specific components of the project which will be completed. The description of the project should be detailed enough that it can be used to write a contract scope of work.

**Site Plans:** Include in the application appendix the Design Professional's project site plans.

**Project Budget:** Fill out the budget form (located in Part B) for the entire project costs. Funding sources should be identified specifically as the agency, company, government, or entity that is providing a grant, loan, cash, in-kind services, or donation, etc. This would also include private investment funds that are a component of the entire project. Line Items (left hand column) should only be identified as indicated below:

Planning (grant writing and market study)  
 Facility Plan  
 Administrative (grant administration)  
 Soft Cost (archaeological, soils test, ASTM environmental)  
 Design Professional (design fees, construction administration, reimbursable)  
 Construction (Div 1-16, permits, plan check fees, contingency, etc.)  
 Equipment  
 Property Value  
 Acquisition/Relocation (property, real estate, easements, R-O-W)  
 Legal  
 Financing Expenses (loan fees, interim interest, Bond/LID/BID admin)  
 Material

**Note:**

Local matching funds are defined as cash donations, capital improvement funds, program income, cash resulting from debt financing, business improvement districts, general obligation or revenue bonds, tax levies, land sales or miscellaneous revenue. Local matching funds are generally those funds and contributions raised by the residents of the grantee. In-kind contributions of equipment or materials will be considered as local match.

---

Local cash is what the community has raised prior to submittal of the application.

The value of land may be considered as local match if the value of the real estate is documented by an appraisal or assessor records.

Volunteer labor should be estimated by man hour, types of skills needed and wage rates. Documentation of insurance coverage for volunteers should be included in the application.

**Environmental Scoping Form:** Each applicant must complete the environmental scoping form (located in Part B). The purpose of the form is to help the applicant and Commerce better understand what environmental statutes might impact the project. The information will assist in understanding what studies, documentation, and mitigation measures could be applicable and how they will affect the project.

**Schedule:** Complete the project schedule (located in Part B). It is critical that projects have already met predevelopment benchmarks as RCIF funding is limited and waiting for projects to come together is problematic for all parties involved.

**Review and Ranking Criteria: One Thousand (1,000) Points Possible.**

There are one thousand (1,000) possible rating points. Commerce staff assigns eight hundred (800) points to the applications. The EAC assigns two hundred (200) points. The applicant must receive at least 500 staff points to be invited for a presentation before the EAC.

- a. **Community Distress Factors** – Two Hundred (200) Points. Community distress factors drive the need for the project. The factors in this section provide a measure of community economic distress and the need for the RCIF project.
- (1) **Unemployment Rate. (30pts)** Identify the communities current unemployment rate compared to the state's current unemployment rate.
  - (2) **Per Capita Income. (30pts)** Identify the community's per capita income compared to the state's per capita income.
  - (3) **Local Economic Distresses. (60pts)** During the previous two years identify and

explain if the community has had such distresses as major layoffs, or loss of other funding sources. (e.g. Community Self-Determination Act, federal PILT, etc.)

Commerce staff will further assess economic distress by the following factors:

(Applicant not required to respond)

- What is the poverty rate for the county which the project is located?
- Natural Change - number of deaths vs births in the county in the last four years.
- Rural nature of county where project is located. (Urban, Commuting, Rural Center, or Open Country)
- Has the county experienced a net population out migration in the last four years?

(4) **Lack of Developed Business Sites/Infrastructure. (40pts)** Describe the lack of developed industrial sites or infrastructure in the project area. If there are developed sites in the project area explain why they cannot accommodate the proposed project.

- Is the project located in a designated SBA HUB zone?
- City/county property tax rate?

Commerce staff will further assess lack of developed business / infrastructure by the following factor:

(Applicant not required to respond)

- Location Quotient: What is the impact to region and similar industry in area?

(5) **Lack of Resources. (40pts)** What other funding resources does the applicant have available? Explain why those resources have not been utilized. Examples: URA, resort city tax, and impact fees.

Commerce staff will further assess lack of resources by the following factors:

(Applicant not required to respond)

- Lack of or limited access to:
  - post-secondary education facilities
  - interstate or highways
  - primary and/or general aviation airport
  - rail service

b. **Project Benefits - Two Hundred (200) Points.** Project benefits will be the impact the proposed project will have on distress factors.

(1) **Direct Job Creation or Retention\*. (35pts)** Identify in fulltime equivalents (FTEs) the jobs that will be created by the company within two years of grant construction completion.

\*Net new jobs are those created as a result of the RCIF, over and above employment at the company site prior to the grant, and which do not include relocated jobs from the assisted company in the same labor market area. Retained jobs are those that would be lost without the RCIF assistance. The company will be required to sign a grant assistance agreement that will identify the number of jobs created and retained.

- 2) **Job Quality and Fringe Benefits. (50pts)** Describe wages or salaries, excluding benefits, and the average county salary. If the average county wage exceeds the state average wage, comparison with the state average will be used. Seasonal positions may be converted in FTEs. Fringe benefit plans for employees shall be described in the application. This could include a comprehensive employer paid health program, employer paid pension program, 401K matching program or equivalent, training and education courses, daycare, paid vacation and sick leave.
- (3) **Direct Secondary Jobs. (15pts)** Identify the business(es) job multiplier. (Contact your regional labor economist)
- (4) **Company Management Capacity\*. (60pts)** This is a measure of the company's capacity to manage the project and see it to completion. Complete a narrative addressing all of the criteria identified below and/or attach any supporting documentation. Narrative length, not including attachments, should be approximately three pages.
- a. History of the Company
  - b. Market Information:
    - What does the company manufacture and/or produce?
    - Over the last two years, is production and sales increasing or decreasing?
    - Explain if markets are domestic and/or international.
    - Does the company have patents in place?
  - c. Trends and Outlook:
    - Identify the reasons why the company sales are expected to grow.
  - d. Rationale for Expansion:
    - What are the factors for selecting this location (i.e. city infrastructure, transportation routes, access to labor, access to markets, cost, etc.)
  - e. Financial Capabilities:
    - How is the company financing its expansion?
    - What is the financing source of the company's expansion?
  - f. Managerial Capabilities:
    - Provide experience and resumes of top management.
  - g. Expansion Information: Provide explanation for each of the following -
    - Has company's property and/or easement purchases been completed?
    - Does the company have design professional firm under contract?
    - Have site and building plans been prepared? If so, please submit site plan and building elevation plan.
    - Does the company have a contractor secured?
    - Is annexation required?
    - Has the company received planning and zoning approval?
    - Have design reviews been completed?
    - What is the status of building permits?
    - Does the local government require a Developer's Agreement? If yes, has it been approved?

- Are rights of way permits required?
  - Are air quality permits required?
  - Are there surface water drainage requirements?
  - Are there environmental mitigation requirements?
  - Other
- h. Business plan, prospectus, or annual report:
- Not required, but if available, provide copy.

*\*Sensitive business information does not have to be included in the application and can be sent separate of the application to Commerce. Commerce reserves the right to not make public proprietary information per Idaho Code 9-340 Records exempt from disclosure.*

- (5) **Long-Term Program. (40pts)** This is a measure of the long-term benefits and the efforts that will continue after the project is completed. Identify and explain the following as a result of this project.
- a. The company's projected annual payroll
  - b. The company's track record
  - c. Environmental impacts (air, water, aquifer, LEED building)
  - d. Property tax company will pay based on estimated building costs
  - e. Describe company's Equal Employment Opportunity program
- c. **Community Project Support – Two Hundred (200) Points.** Community support is important to the success of a RCIF project. Community leaders and project participants must show they have conducted an open public participation process and developed broad support.
- (1) **Project Support and Involvement. (25pts)** Identify if applicable level of support for the project, aside from public hearings, from local governments, economic development groups and business organizations. Are appropriate zoning approvals in place? Provide support letters in appendix.
- (2) **Local Investment. (Match 75pts)** Local investment is the local commitment to the project such as revenue bonds, funds from business improvement districts, in-kind match which can include donated labor or force account labor, city or county cash, and private donations of cash, property, etc. Letters of financial commitment must be included in \ appendix.
- (3) **Other Match.** This includes:
- a. Private investment into public infrastructure project **(35pts)**
  - b. Private investment into total project **(65pts)**
- Letters of commitment for matching funds must be included in appendix.
- d. **Project Feasibility – Two Hundred (200) Points.** This section provides an evaluation of the short and long term economic value of the proposed project. What positive impact is projected if the project is funded? What is the likelihood of the project having a positive effect on the local economy?
- (1) **Planning, Budget and Schedule. (50pts)** Identify and explain the status of the following public infrastructure components for the project:

- a. Has a design professional been procured?
  - b. Have right of ways or easements been acquired?
  - c. What is the status of any project acquisition required?
  - d. Have building permits been secured?
  - e. Complete the project budget form and schedule form located in Part B.
- (2) **Cost Estimates. (25pts)** Provide design professional's opinion of probable costs. Opinion of probable costs should be dated within 30 days of application submission date. Attach in appendix \_\_\_\_\_
- (3) **Company Commitment. The Grantee and company need to provide either:**
- a. An executed RCIF Job Creation Agreement **(75pts)**
- Or**
- b. Commitment letter **(25pts)**  
The agreement or letter should be included with Part B of the application.
- (4) **Creation of Marketable Asset. (50pts)** Answer and expand on the following questions:
- a. Will other businesses be able to utilize grant assisted infrastructure? If yes, example why. If no, explain why not.
  - b. How will new infrastructure be marketed for additional business?





**Part B: Application Forms**



A. SAMPLE COVER

Application  
for a  
BUSINESS ASSISTANCE  
Rural Community Investment Fund

by

---

City or County or Tribe

---

Date

---

Name of Mayor or Commissioner

B. SAMPLE COVER LETTER

OFFICIAL LETTERHEAD

Date

Director  
Idaho Commerce  
P. O. Box 83720  
Boise, ID 83720-0093

Dear Director:

The City/County/Tribe of \_\_\_\_\_ respectfully submits this application for an Idaho Rural Community Investment Fund. Our community lacks adequate infrastructure to allow (company name) to locate or expand \_\_\_\_\_ jobs.

An engineering technical memorandum indicates our community cannot supply the water \_\_\_\_\_ (business) \_\_\_\_\_ needs to expand. The community and the private sector have raised \$ \_\_\_\_\_ to help finance this project.

We appreciate your concern and attention to our grant request.

Sincerely,

\_\_\_\_\_  
Chief Elected Official  
Title

C. TABLE OF CONTENTS



D. APPLICATION INFORMATION

RURAL COMMUNITY INVESTMENT FUND

Applicant: \_\_\_\_\_ Address: \_\_\_\_\_

Chief Elected Official: \_\_\_\_\_ Phone: \_\_\_\_\_

Application Prepared By: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

Design Professional: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

Project Area Population: \_\_\_\_\_

PROJECT FINANCING:

(fill in)

SOURCE	AMOUNT	FUNDS COMMITTED/ CONTRACT AWARD DATE	DOCUMENTATION IN APPENDIX ***
<b>RCIF</b>			
Local Cash			
Federal			
Private			
Other (identify)			
<b>TOTAL PROJECT FINANCING</b>			

Identify Loan Source(s) \_\_\_\_\_ Date Bond \_\_\_\_\_

\*\*Describe In-Kind match by type (i.e., materials, labor, waived fees, land value) and amount.

\*\*\*Identify which appendix corresponding documentation is in. Documentation should be a letter from the appropriate source.

Note: Provide one hard copy and one electronic copy of the application to Commerce.

APPLICATION CERTIFICATION:

The data in this application is true and correct. This document has been duly authorized by the governing body of the (city or county or tribe) and the (city or county or tribe) will comply with all required certification, laws, and regulations if the application is approved and selected for funding.

Name: (typed) \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

E. ECONOMIC ADVISORY COUNCIL (EAC) – Page (200 Points)

Provide a narrative detailing project description, planning, financing and benefits (limit to one page).

F. THRESHOLD FACTORS

1. Eligible Applicant (identify your eligibility refer to Chapter 2)

2. Eligibility Activity: 1/4 page narrative. Describe how the project consists of eligible activities listed in Chapter 2. If the project involves acquisition of commercial or industrial real estate the application is required to address the acquisition condition questions located in Chapter 2.

3. Administrative Capacity:

4. Public Hearing (Refer to Chapter 4):

Date of Public Notice \_\_\_\_\_ Date of Public Hearing \_\_\_\_\_

5. Job Commitment: Include documentation in appendix

6. Company's Ability to Finance their Portion of the Project: Include documentation in appendix.





BUDGET  
RURAL DEVELOPMENT PROJECT

Grantee: \_\_\_\_\_

Project: \_\_\_\_\_

LINE ITEMS	AMOUNTS				Total
	RCIF Grant	County Cash	County In Kind	Private Investment in Project	
Planning					\$0
Administrative					\$0
Facilities Plan					\$0
Soft Costs					\$0
Design Professional					\$0
Construction					\$0
Property Value					\$0
Acquisition					\$0
Legal					\$0
Financing Expenses					\$0
Materials					\$0
<b>Total Costs</b>	\$0	\$0	\$0	\$0	\$0

Remarks:

\*Administrative expenses shall not exceed 5% of the total RCIF amount.

### Rural Community Investment Fund Environmental Scoping

**Applicant** \_\_\_\_\_ **Sub Recipient** \_\_\_\_\_

**Prepared by** \_\_\_\_\_ **Telephone number** \_\_\_\_\_

This site and desk review checklist is to be completed by the Applicant and submitted with the application.

The purpose of the checklist is to help the Applicant and Commerce better understand what environmental statutes or provisions might impact the public and private project.

#### 1. Planning Review

Has the project been approved by the local government planning review process?

Yes  No

If yes, are there any conditional approvals? \_\_\_\_\_

If no, what is the expected date that the planning review will be completed? \_\_\_\_\_

#### 2. Historic Preservation

If there is a building involved with the project, is the building listed on the National Register?

Yes  No  Not Applicable

#### 3. Floodplain Management

Is the project located within a floodway or floodplain designated on a current FEMA map?

Check Web site <http://store.msc.fema.gov/>  Yes  No  Not Sure

If yes, is the Grantee or Sub-recipient in the process of applying for a final letter of Map Amendment or Map Revision.  Yes  No

If the project is located in a floodway or floodplain, is the community a participant in the National Flood Insurance Program. Check Web site [www.idwr.idaho.gov/water/flood](http://www.idwr.idaho.gov/water/flood)

Yes  No

#### 4. Wetland Protection

Are there ponds, marshes, bogs, swamps, drainage ways, streams, rivers, or other wetlands on or near the site?  Yes  No

If yes, has the Army Corps of Engineers (Corps) been notified?  Yes  No

Has the Corps indicated what permit level will be required?  Yes  No  N/A

If yes, what is the permit level? \_\_\_\_\_

#### 5. Sediment Control

Does the project require a storm water management or erosion plan?  Yes  No

If yes, what is the status of the plan? \_\_\_\_\_  
\_\_\_\_\_

**6. Clean Air Act**

Does the project require a DEQ air quality permit?  Yes  No

If yes, what is the current status of the permit process? Explain: \_\_\_\_\_  
\_\_\_\_\_

For building demolition or improvements, has an asbestos analysis been planned for or conducted?  
 Yes  No  N/A

**7. Energy Efficient Designs**

For building construction, has the owner investigated possible incentives from power providers, such as Idaho Power, Avista, or Utah Power for incorporating energy efficient design into their building?  
 Yes  No

**8. Other Environmental Reviews**

Has an American Society for Testing Materials (ASTM) environmental assessment been conducted or will be conducted?  Yes  No

If yes, are there any identified concerns or recommended mitigation measures?

Yes  No

List if known - \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is the site's previous uses known to have been a gasoline station, train depot, dry cleaner, agricultural operations, repair shops, landfill, etc.?  Yes  No

**9. Adverse Impacts**

Have any adverse environmental impacts been identified and addressed?  Yes  No

If yes, explain: \_\_\_\_\_  
\_\_\_\_\_

PROJECT SCHEDULE

PROJECT ACTIVITY	DATE TO BE COMPLETED
Engineering/Architect Contracted	
Grant Administration Contracted	
Permits Identified and Approvals Secured	
Zoning Permits Secured	
Public Hearing Held	
Engineering / Architect Design Approved	
Bid Document Certification	
Bids Advertised	
Start Public Construction	
Public Construction Complete	
Start Company Construction	
Company Construction Complete	
Job Creation Completed	
Final Closeout Report	

**REVIEW AND RANKING CRITERIA**

**A. Community Distress Factors (200 Points)**

1. Unemployment Rate
  
2. Per Capita Income
  
3. Local Economic Distresses
  
4. Lack of Developed Business/Site/Infrastructure
  
5. Lack of Funding Resources

**B. Project Benefits (200 Points)**

1. Direct Job Creation
  
2. Job Quality and Fringe Benefits
  
3. Direct Secondary Jobs
  
4. Company Management Capacity
  - a.
  - b.
  - c.

- d.
  - e.
  - f.
  - g.
  - h.
5. Long-Term Program
- a.
  - b.
  - c.
  - d.
  - e.

**C. Community Support (200 Points)**

Address the following areas:

- 1. Project Support and Involvement  
(Attach letters of support in appendix.)
  
- 2. Local Investment  
(Letters of financial commitment must be included in appendix.)
  
- 3. Other Match  
(Letters of commitment must be included in appendix.)
  - a.
  - b.

**D. Project Feasibility (200 Points)**

1. Planning, Costs, and Schedule

a.

b.

c.

d.

e.

2. Cost Estimates

Attach the Design Professional's Opinion on Probable Cost

3. Company Commitment. Attach:

Signed job creation agreement

or

Company commitment letter

4. Creation of Marketable Asset

a.

b.



**Rural Community Investment Fund  
Job Creation Agreement**

Whereas, the City/County of \_\_\_\_\_ is applying for a Rural Community Investment Fund (RCIF) to provide public infrastructure and/or utilities to support (company name) expansion.

Therefore, as a result of the RCIF assistance, (company name) agrees it will create \_\_\_\_\_ new full-time equivalent (FTE) jobs.

The City/County of \_\_\_\_\_ and (company name) further agree to abide by all the following conditions of this Agreement.

**Definitions**

- A. The City/County of \_\_\_\_\_, hereafter is known as the LOCAL GOVERNMENT.
- B. The \_\_\_\_\_ (company name), hereafter is known as the COMPANY.
- C. Funding Source: The Rural Community Investment Fund (RCIF) program is funded by the State of Idaho and managed by the Idaho Department of Commerce (COMMERCE).
- F. Full-Time Equivalent (FTE): Job creation must be calculated in FTE's. An FTE job is the equivalent of 35 hours or more per week. Part-time jobs must be aggregated into FTE's.

**The Project**

The LOCAL GOVERNMENT agrees to provide the following public infrastructure and/or utilities to assist the COMPANY with its planned expansion or location in the LOCAL GOVERNMENT'S jurisdiction.

(Identify detailed scope of work)

In the event project cost exceeds the total dollars budgeted for the project, (LOCAL GOVERNMENT OR COMPANY) shall be responsible for providing the additional funds needed to complete the project.

**Job Creation**

The COMPANY commits that by \_\_\_\_\_, 20\_\_\_\_, it will create \_\_\_\_\_ new FTE jobs above its current employment number. The new jobs to be created are identified and incorporated into this agreement in Attachment "A" - Jobs to be Created.

**Claw-Back**

The COMPANY agrees to reimburse the LOCAL GOVERNMENT a pro rata RCIF dollar amount per job not created if (i) the total number of new jobs created does not meet or exceed the number of jobs committed above and (ii) the LOCAL GOVERNMENT is required to reimburse such amounts to COMMERCE. The RCIF dollars per job ratio is \$\_\_\_\_\_.

The COMPANY and LOCAL GOVERNMENT agree that the decision of COMMERCE will be final in judging the level of job creation.

**Estimated Project Schedule**

	<u>Activity</u>	<u>Date</u>	<u>Supporting Documentation to Submit to COMMERCE</u>
The Project:	Start Construction	_____	Contract and Notice to Proceed
	Construction Complete	_____	Certificate of Substantial Completion
COMPANY'S Building / Facility:	Start Construction	_____	Notice to Proceed
	Construction Complete	_____	Occupancy Permit
	Job Creation Complete	_____	Employee Job Listing

**Recordkeeping and Reports**

The COMPANY will provide evidence and documentation of the new jobs created and the persons hired to fill the new jobs. To document the jobs created the following information must be provided before project closeout:

- 1) An employee job listing which identifies the new employee, job title, full or part time position, and salary range.
- 2) Contact information for the COMPANY'S human resource representative.

This information will be retained by the LOCAL GOVERNMENT for a period of four (4) years after project closeout.

**Monitoring Rights of Government Officials**

The information and all records related to this project and its associated job creation will be made available to the LOCAL GOVERNMENT, and COMMERCE officials.

The COMPANY upon request will allow the above officials access to the records during regular working hours. The COMPANY shall, upon request, allow for visual inspection of the company expansion and provide for interviews with employees to verify job creation.

**Effectiveness**

This agreement is effective from the signature date and will remain in effect until the jobs are created and the grant is closed out by COMMERCE. Closeout occurs after COMMERCE determines the LOCAL GOVERNMENT has complied with all RCIF conditions, regulations, and the COMPANY has created the jobs per this agreement.

**Signatures**

I certify by my signature that I have the authority to commit the \_\_\_\_\_(company)\_\_\_\_\_ to this Agreement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_

I certify by my signature that I have the authority to commit the     (Local Government)     to this Agreement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_



**Attachment A**

**Jobs to be Created**

Job Title	Salaries Hourly & Annually	Fringe Benefits	No of People Required (FTE)

*Procurement*  
**Appendix**

At a minimum the following documents must be included in the application appendix.

- ✓ Documentation of Public Hearing (notice, minutes, attendance list, etc)
- ✓ Map of Community
- ✓ Project Site Plan
- ✓ Community Support Letters
- ✓ Financial Commitment Letters
- ✓ Match Commitment Letters
- ✓ Design Professional's Opinion of Probable Cost
- ✓ Company job creation/retention documentation
- ✓ If applicable, Program Income Re-Use Commitment Letter
- ✓ If procured, documentation of process for Grant Administrator and/or Design Professional
- ✓ Company Management Capacity (**can be sent under separate cover**)

If the project involves the acquisition or leasing of land or real estate also include the following:

- ✓ Fair Market Rent Analysis, if required
- ✓ Environmental Assessment or Real Estate Inspection
- ✓ Appraisal Report
- ✓ Commitment to Title Insurance Policy
- ✓ Real Estate Purchase Agreement
- ✓ Proof of Ownership
- ✓ Lease Agreement
- ✓ Property Management Policies and Practices

**Chapter 4: Application Process**

Introduction – This chapter identifies how the application should be submitted, holding the required public hearing before submission, the structure of the application and how the Idaho Commerce and the Economic Advisory Council (EAC) reviews the application.

- A. **Submission of the Application.** Applications will be due on the third Monday in December, March, June and September. Applications received after this date will not be presented to the Council at that quarterly meeting, but the following meeting.

Applicants must submit one hard copy and one electronic copy to Commerce.

Hard copy applications may be mailed or hand delivered to the Idaho Department of Commerce (Commerce). Mailed applications must be postmarked or dated by a commercial carrier no later than midnight of the announced application deadline. Applicants must be sure that the private carrier or the U.S. Postal Service has dated the application package. If using the U.S. Postal Service, use the post office box for Commerce. Use the street address for commercial carriers. Contact your project manager to ensure the correct mailing address.

If an applicant chooses to deliver the application by hand, the package must reach Commerce during regular business hours on or before the announced application deadline.

*Procurement*

The electronic version of the application must be e-mailed to **ICDBG@commerce.idaho.gov** no later than midnight mountain standard time on the announced application deadline. At a minimum, the electronic version must contain all the information contained in Part B of this chapter (signature pages are not expected with electronic version of application).

- B. **Public Hearings.** At least one public hearing is required to permit public examination and appraisal of the application. Public hearings shall be scheduled in ways and at times to provide for full participation of citizens. To accomplish this requirement:
1. Proper notification shall be given by a public advertisement in a local newspaper no less than seven days prior to the meeting date. The notice shall include a brief description of the proposed project; the amount of funds being requested; time and place of the public hearing; a statement that the hearing will be held in a handicap accessible facility; notification that both written and verbal comments will be accepted; and a description of the availability of services for persons with disabilities, upon request. (See following page for notice example.)
  2. The building or facility must be accessible to persons with disabilities. All information presented in the hearings shall also be available, upon request, in a form usable by persons with disabilities.
  3. Applicants are required to submit with their application the meeting minutes from the public hearing. At a minimum, the meeting minutes should include the following:
    - a. The application was available for review;
    - b. The range of activities to be undertaken was presented;
    - c. Verification that citizen's comments and views on the proposed application were considered prior to submittal and, if determined appropriate, a description of how the application was modified;
    - d. A copy of the public notice and a list of those attending the public hearing(s);
    - e. A description of any plans for the project regarding citizen participation, which may include the formation of a citizen's advisory committee; and a description of any assistance for persons with disabilities requested and provided.

*Procurement*  
**Notice of Public Hearing  
on Proposed Grant Activities**  
(Published Advertisement)

The City/County/Tribe (\_\_\_\_\_) is submitting a proposal to the Idaho Department of Commerce for a Rural Community Investment Fund (RCIF) in the amount of \$ (\_\_\_\_\_). The proposed project is to (brief description) \_\_\_\_\_

\_\_\_\_\_.

The hearing will include a discussion of the application, scope of work, budget, schedule, benefits of the project, and location of proposed project. The application, related documents, and RCIF Application Handbook will be available for review.

The hearing has been scheduled for \_\_\_\_\_ (month, day, year, time, location). Verbal and written comments will be accepted prior to and at the hearing.

The hearing will be held in a facility that is accessible to persons with disabilities. Special accommodation will be available, upon request, five days prior to the hearing in a format that is usable to persons with disabilities. For more information, contact \_\_\_\_\_ at \_\_\_\_\_.

***Al ser solicitada, ésta notificación puede ser proveída en un formato fácil de usar para personas con discapacidad y/o personas con conocimientos limitados del Inglés.***

\_\_\_\_\_  
Name and Title of Chief Elected Official

\_\_\_\_\_  
Street Address/Post Office Box

\_\_\_\_\_  
City/State/Zip



*Procurement*

C. Application Format

1. All applications must follow the prescribed formatting:
  - White, 8 ½" by 11" paper
  - Text must be typed single-spaced with double spaces between paragraphs.
  - All pages must be numbered.
  - Pages may be printed on both sides.
  - Maps and larger sheets must be folded to 8 ½" 11".
  - Supporting documents should be noted and placed in a tabbed appendix.
  - All applications must be bound.
  
2. Applications for all projects must contain the following sections in the specified order below:
  - \_Cover
  - \_Cover Letter
  - \_Table of Contents
  - \_Rural Community Development Investment Fund Application Information Form
  - \_Economic Advisory Council Page
  - \_Threshold Factors (6)
    - \_Eligible Applicant
    - \_Eligible Activity
    - \_Administrative Capacity
    - \_Public Hearing
    - \_Business job commitment (agreement or letter)
    - \_Business's ability to finance their portion of the project
  
3. General Project Description
  - \_Community Development
  - \_Project Description
  - \_Site Plans
  - \_Project Budget
  - \_Environmental Scoping Form
  - \_Project Schedule
  - \_Project Development Team List
  
4. Review and Ranking Criteria
  - \_Community Distress Factors
  - \_Project Benefits
  - \_Community Project Support
  - \_Project Feasibility
  
5. Appendix should include:
  - \_Documentation of Public Hearing
  - \_Project Site Plan
  - \_Community Support Letters
  - \_Financial Commitment Letters
  - \_Match Commitment Letters
  - \_Design Professional's Opinion of Probable Cost
  - \_Grantee Assistance Agreement or Commitment Letter
  - \_If procured, documentation of process for Grant Administrator and/or Design Professional
  - \_If applicable, Program Income Re-use Commitment Letter
  - \_Business Plan and Financial Statements (documentation can be sent under separate cover)

*Procurement*

If the project involves the acquisition or leasing of land or real estate also include the following:

- \_ Fair Market Rent Analysis, if required
- \_ Environmental Assessment or Real Estate Inspection
- \_ Appraisal Report
- \_ Commitment to Title Insurance Policy
- \_ Real Estate Purchase Agreement
- \_ Proof of ownership
- \_ Lease Agreement
- \_ Property Management Policies and Practices

D. Application Review, Ranking and Award Process:

Each application will be ranked by department staff based on the criteria established in this handbook and RCIF rules. Each application is worth 1,000 points. The written application, which is ranked by the department staff, is worth 800 points but should score a minimum of 500 points to be considered for funding. If based on staff evaluation a project warrants review by the Economic Advisory Council (EAC)\*, the applicant then will be requested to present their application to the council. The EAC can score the application between 0 to 200 points and recommend to the Governor if the project should be funded.

\* The Economic Advisory Council consists of eight persons appointed by the Governor. EAC members represent the seven planning regions with one at large member. Members' primary mission is to advise Commerce in the preparation and execution of plans, projects and programs of the Department. See Commerce's website <http://commerce.idaho.gov/communities/economic-advisory-council> for information about the individual EAC members.

E. The review and award process:

1. The application is reviewed for eligibility. If an application does not meet the threshold criteria, it is considered disqualified and will not continue through the review process.
2. Department staff review qualified applications using the ranking system described in this handbook.
3. Department staff may meet with other funding agencies to understand the project's viability and financial commitments.
  - a. Staff will finalize the score to the application and determine if project warrants review by the EAC.
  - b. The EAC reviews the applications and presentations. After the presentation, the council scores the application and makes its recommendation to the Governor.
  - c. The Governor determines to award or not award.

## Procurement

### Introduction

This section contains instructions and forms used for procurement procedures that will aid grantees (cities, counties or sub-grantees such as special districts, and nonprofits) in the solicitation and contracting of professional services (i.e., grant administrators, engineers, architects, and construction managers) and construction services for Rural Community Investment Fund (RCIF) funded projects.

The chapter is broken into two sections:

- Section A – Grant Administrator and Design Professional Procurement Process
- Section B – Construction and Supply & Delivery Procurement Process

### Applicable Laws and Regulations

Idaho Code Title 67, Chapter 28 – purchasing by political subdivisions  
Idaho Code Title 54, Chapters 1218, 1902, & 1926 – public works contracting  
Idaho Code Title 67, Chapter 2320 – design professional qualification based selection

Grantees are responsible for the settlement and satisfaction of all contractual and administrative issues of procurement entered into in connection with RCIF programs. These responsibilities include ensuring all contracts funded in whole or in part with RCIF funds are awarded in accordance with state law. Procurement procedures for the RCIF program are to be conducted in accordance with Idaho Code.

### Three Methods of Procurement

- A. Micro Procedure
- B. Small Purchase Procedures
- C. Competitive Sealed Bids - formal advertising

## SPECIAL PROCUREMENT NOTES

### Construction and Procurement Document Forms

Commerce is flexible with the Grantee using the Engineers Joint Contract Document Committee (EJCDC) forms or American Institute of Architects (AIA) forms or the Grantee's own construction document forms. However it is highly recommend that the chosen forms utilized in the bidding document are reviewed by the Grantee's legal counsel. The EJCDC and AIA provisions can be amended. The RCIF Agreement Attachment between Owner and Design Professional must be part of all design professional contracts.

The Grantee may choose to use their own supply and delivery document forms. If the Grantee does not have forms available, the EJCDC has forms developed for supply and delivery procurement contracts which could be utilized. Forms include instruction to bidders, agreement form, performance bond, general conditions, and supplemental conditions.

### Prior Procurement

### *Procurement*

If the procurement of a grant administrator, design professional, or contractor occurred prior to award of RCIF funding and the grantee plans to use RCIF funds to pay for any of these services, the procurement process must have met RCIF procurement requirements, occurred within the last five years, and be documented before RCIF funds can be used to pay for those services. There is the possibility that if a pre-qualified list (such as a Request for Qualifications) was established and the process of developing this list met RCIF standards, the grant funds could be expended on services. If this is the case, contact your Commerce Specialist before application submission.

Cities/counties/tribes may accept proposals or bids from companies, non-profits or persons that have provided guidance and technical assistance in establishing the procurement process as long as the process is open and competitive, procurement standards are not unreasonably restrictive, and no conflict of interest exists (as defined by RCIF Administrative rules).

#### **Force Account Labor**

If the grantee chooses to use force account labor (their own staff) to administer, design, engineer, inspect, or construct a RCIF project, the grantee must maintain detailed timesheets of hours worked on the project, rate of pay, and signed time sheets. Any force account labor used will need to meet required certification or licensing. The procurement of materials will need to comply with 67-2806.

#### **Pre-Fabricated or Modular Buildings**

If a pre-fab or modular building is part of the project, the Grantee will need to ensure the building meets all required building codes including electrical, plumbing, structural, and modular. Contact your local building department about code requirements.

#### **Construction Manager / Representative (Idaho Statute 54-4511)**

Grantees may wish to contract with a Construction Manager (individual or firm) to provide the coordination of a construction project. Coordination activities include scheduling, estimating and approval, coordinate, manage or direct phases of a project for the construction, demolition, alteration, repair or reconstruction of any public work. Process must follow Idaho statute 54-45. Before implementing the construction manager contracting form, contact your Commerce Specialist.

#### **Construction Manager / General Contractor (Idaho Statute 54-1902)**

Grantees may wish to contract with a Construction Manager General Contractor (individual or firm) to act as both the construction manager and general contractor provided the CMGC has a valid public works license. Before contracting with the Construction Manager General Contractor, contact your Commerce Specialist

#### **Design Build (Idaho Statute 67-2379)**

Grantee is allowed to contract utilizing the design-build method of construction. A design-build contract is a contract between a public entity and a non-governmental party in which the nongovernmental party contracting with the public entity agrees to both design and build public infrastructure or works.

*Procurement*

RCIF funds can be used to pay for the services of a grant administrator and licensed design professional. The Grantee may choose to contract out for professional services or perform these services with their own staff (force account or in-kind).

If the Grantee determines to contract out for grant administration and design professional services in order for these services to be eligible for RCIF funding, a Grantee must follow state procurement laws. This process is known as Qualification Based Selection (QBS). QBS is the selection of professional services based on qualifications as established and valued in the RFP.

Forms in this appendix include:

- Detailed Request for Proposals for Administrative Services
- Request for Proposals for Administrative Services, published ad
- Evaluation rating form for recording scoring of proposals
- Sample of Professional Services Contract
- Detailed Request for Proposals for Design Professional Services
- Request for Proposals for Design Professional Services – published ad
- Interview Questions
- RCIF Agreement Attachment between Owner and Design Professional

These forms are designed to allow grantees to fill in the blanks and are very helpful when utilized during the process of procurement of professional services.

*Procurement*  
**Grant Administration/Consultant Procurement**

Due to the complexities of the state rules and regulations that accompany a RCIF project, Commerce recommends that a grant administrator/consultant provide administrative services to implement the grant. An overview of grant administration services may include but is not limited to:

- Determine project eligibility
- Efficiently integrate RCIF with other funding sources (if applicable)
- Prepare RCIF application
- Assist in presentations
- Ensure performance, procurement, bidding, financial management and citizen participation activities, comply with applicable state regulations during course of the project
- Resolve compliance issues
- Maintain files
- Submit reports
- Prepare Request for Funds

**Micro Purchase Procedure (estimated cost less than or equal to \$25,000)**

The Grantee may procure grant administration services from a grant administrator/consultant believed to provide the best value. The Grantee's procurement procedures should be determined by their governing board.

At a minimum the following requirements will need to be met:

- Documentation from the Grantee of the procedures used to hire the grant administrator.
- If utilizing a grant administrator provide an execute Grant Administration Contract (Exhibit F).

**Small Purchase Procedure (estimated cost between \$25,001 and \$100,000)**

The following process should be used:

A. Prepare an RFP (Exhibit A)

1. The RFP shall indicate that proposals will be evaluated based on the following (QBS) criteria format and the points associated with each criteria. Each criterion has a point range from 10 to 30. It is up to the Grantee to determine the value of each criterion (between 10 to 30 points) for a total 100 points. The following criteria shall be used for evaluating the written proposals:

Capability to Perform Project	10-30 pts.
Relevant Project Experience	10-30 pts.
Qualifications of Project Team	10-30 pts.
Project Approach and Schedule	10-30 pts.
Total Proposal Points Possible	=100 pts.
Selection Committee Interview (Optional)	10-30 pts.
Total Points Possible	=110 - 130 pts.

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**Note: If a Grantee expects to receive a high number of proposals, the Grantee has the option of interviewing only the top scoring proposals based on the written proposals. However, the intent of potentially implementing of this option must be identified in the RFP.**

**B. Solicitation of an RFP**

1. Write, fax or email your RFP to three (3) or more grant administrators and/or publicly advertise the RFP (Exhibit B). At least seven days shall be allowed to submit proposals. Proposals must be in writing.
2. Identify all proposals received and/or reasons proposals were not received. This information must be documented in the project file.
3. There are different RFP solicitation scenarios that can be used on RCIF projects. Grantees can seek administrative services for either specified RCIF funded projects, services for a period of time (limited to three (3) years), or establish a list of grant administrators/consultants.

**C. Rank the Proposals**

1. At least three (3) people must be on the selection committee. Individual Evaluation Rating sheets (Exhibit E) must be completed and signed by each selection committee member. No member of the selection committee can have an affiliation with a bidder submitting a proposal.
2. Complete the Summary Evaluation Rating sheet (Exhibit E) to determine the highest scoring firm, which is a combination of written proposal and interview points (if applicable), as averaged by the committee.

**D. Negotiate and Execute Contract**

1. Contact highest ranked firm and negotiate an agreement, a detailed scope of work, fee, and schedule. Negotiation does not need to be tense and unpleasant; it can be positive if approached with an attitude of strength, cooperation and informed compromise. If an agreement cannot be reached with the top-ranked firm, the Grantee can move on to negotiate with the second-ranked firm, and so on.
2. Before execution of the contract the Grantee must provide documentation of the solicitation, copies of the evaluation forms, and a draft of the contract to the Commerce for review and approval.
3. Execute Grant Administration Contract (Exhibit F) with the Grant Administrator. Send signed contract to Commerce. No payment will be made for grant administrative services until signed grant administration contract is received.

**Grant Administration – Competitive Negotiation/Proposals (estimated more than \$100,001)**

The competitive negotiation method of procurement must be utilized if the amount of grant administration work exceeds \$100,000. In order for these services to be RCIF eligible, the Grantee must follow the design professional's procurement format for competitive selection.

*Procurement*

**Design Professional Procurement**

Almost all RCIF projects will need the services of at least one design professional. Design professionals are required to be licensed by the state of Idaho. A sample of design professional services, but not limited to, are listed below:

- Understand the Grantee's needs
- Prepare a facility study
- Feasibility analysis
- Environmental Review assistance
- Plan, design, and engineering of construction project
- Prepare bidding documents
- Design project within budgetary constraints and applicable regulatory codes
- Cost estimation
- Bidding activities
- On-site observation of construction work
- Consult with owner regarding construction progress and quality
- Conduct inspection of work
- Prepare punch list
- Provide warranty inspection
- Review and certify contractor pay applications
- Compose an operation and maintenance manual

**Small Purchase Procedure (estimated cost less than or equal to \$50,000)**

The Grantee can procure design professional services from any licensed designed professional believed to provide the best service. The Grantee's procurement procedures should be determined by their governing board, but at minimum the procedures should include selection based on demonstrated competence and qualifications to perform the type of service required.

At a minimum the following requirements will need to be met:

- Documentation from the Grantee of the procedures used to hire the Design Professional.
- Execute contract with the RCIF Agreement Attachment between Owner and Design Professional (Exhibit H) only if RCIF is paying for design professional services, as part of the contract, and
- Submit signed contract to Commerce. No payment will be made for design professional services until signed design professional contract is received.
- 

**Competitive Negotiation/Proposals (estimated cost more than \$50,001)**

The following steps need to be followed:

- A. Prepare a RFP an RFP (Exhibit C) is a formal announcement that the community wants to hire a design professional. It identifies the community's intent to hire a Design Professional for the project. The RFP should:
  1. Indicate that proposals will be evaluated based on the QBS criteria format and the points associated with each criteria. Each criterion has a point range from 10 to 30. It is up to the



*Procurement*

Grantee to determine the value of each criterion (between 10 to 30 points), for a total 100 points. The following criteria shall be used for evaluating the written proposals:

Capability to Perform Project	10-30 pts.
Relevant Project Experience	10-30 pts.
Qualifications of Project Team	10-30 pts.
Project Approach and Schedule	10-30 pts.
Total Proposal Points Possible	=100 pts.
Selection Committee Interview (Optional) (See Exhibit G – Interview Questions)	10-30 pts.
Total Points Possible	=110 - 130 pts.

**Note: If a Grantee expects to receive a high number of proposals, the Grantee has the option of interviewing the top scoring firms based on the written proposals. However, the intent of potentially implementing this option must be identified in the RFP.**

B. Advertise an RFP (Exhibit D)

Cities and Counties – The first publication of the RFP shall be at least two (2) weeks before the proposal submission due date. The RFP shall be published at least twice, not less than one (1) week apart, in a local newspaper of general circulation

**Note: All sub-recipients will need to follow the same publishing and solicitation time frames as established with their sponsoring city or county.**

1. Forward to Commerce a copy of the Solicitation Notice (Exhibit D) before first date of newspaper advertisement.

C. Ranking of Proposals

1. Upon receiving the proposals, rank the design professionals' proposals based on criteria established in the RFP. This does include the written proposal and oral interview given to the selection committee (Exhibit G).
2. At least three (3) people must be on the selection committee. Individual rating sheets (Exhibit E) must be completed and signed by each selection committee member. No member of the selection committee can have an affiliation with a bidder submitting a proposal.
3. Complete a Summary Rating Sheet (Exhibit E) to determine the highest ranked firm. Do not forget to check references of each firm. Point totals should be an average of all rating sheets.
  - a. Complete Summary Rating Sheet to determine the highest scoring firm, which is a combination of a written proposal and interview points as averaged by the committee.

## Procurement

EXAMPLE:	<u>Selection Committee</u>			
<u>Design Professionals</u>	<u>Joe</u>	<u>Carol</u>	<u>Jordan</u>	<u>Total</u>
S Cooper Engineers	120	116	110	346/3 = 115.3
Pritchett Associates	115	107	113	335/3 = 111.6
JT Engineering	110	106	105	321/3 = 107.0
C. Norris Planners	101	95	91	287/3 = 95.6

Highest Ranking Firm = S Cooper Engineers

D. Negotiate and Execute Contract

1. Contact highest ranked firm and negotiate an agreement, a detailed scope of work, fee, and schedule. Negotiation does not need to be tense and unpleasant, it can be fruitful and positive if approached with an attitude of strength, cooperation and informed compromise. If agreement cannot be reached with the first-ranked firm, the Grantee can move on to negotiate with the second-ranked firm and so on.
2. Before execution of the contract the Grantee must provide documentation of the solicitation, copies of the evaluation forms, and a draft of the contract to the Commerce. Note: These may be submitted with grantee application.
3. Execute agreement with the RCIF Agreement Attachment between Owner and Design Professional (Exhibit H) only if RCIF funds are paying for design professional services. Send signed contract to Commerce. No payment will be made for design professional services until an executed design professional services contract is received.

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**Exhibits**

**Grant Administrator and  
Design Professional Procurement Process**

	<u>Exhibit Name</u>	<u>Page No.</u>
A	Request for Proposals for Administrative Services (Sample Format)	11
B	Request for Proposals for Administrative Services (Published Ad)	13
C	Request for Proposals for Professional Services (Sample Format)	15
D	Request for Proposals for Professional Services (Published Ad)	17
E	Evaluation Rating Sheet	19
F	Grant Administrative Services Contract	21
G	Interview Questions	27
H	RCIF Agreement Attachment between Owner and Design Professional	29

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Procurement  
Exhibit A

**This form is provided for assistance only. It does not constitute legal advice and is not a substitute for the Grantee's independent legal obligation to make sure Grantee fully complies with state and local legal requirements. If Grantee has any question about its legal responsibilities, it should seek the advice of a licensed attorney.**

REQUEST FOR PROPOSALS FOR ADMINISTRATIVE SERVICES  
(Sample Format)

The City/County/Tribe of \_\_\_\_\_ is seeking assistance in planning, developing, grant writing, and administering a project for (description of project including purpose, location, time frame, and present status).

The City Council/County Commission of \_\_\_\_\_ is soliciting proposals for services to assist the city/county/tribe in planning, developing, obtaining and managing federal funds for the completion of this project. The agreement will be on a lump sum, fixed price or cost reimbursement "not to exceed" basis, with payment terms to be negotiated with the selected bidder. Reimbursement for grant administration activities will be contingent on the city/county/tribe receiving Rural Community Investment Fund (RCIF) funds.

Services to be provided include:

1. Grant Writing to include: (services not eligible for RCIF funding)
  - a. Project planning and development
  - b. Preparing RCIF application
2. Grant administration to include: (services eligible for RCIF funding)
  - a. Establishing and maintaining project files and preparing all documentation and reports required for administration of the grant.
  - b. Assisting the city/county/tribe with the selection of a project's design professional, in conformance with applicable RCIF procurement requirements, including the preparation and advertisement of a request for proposals (RFP).
  - c. Assist the city/county/tribe and design professional in preparing and conducting project bidding documents, bid advertisement, pre-bid meeting, bid opening, and tabulation. Help city/county/tribe determine if bids are responsive and if low bidder is responsible.
  - d. Reviewing all proposed project expenditures to ensure their propriety and proper allocation to the project budget.
  - e. Participating in the public hearings, preconstruction conference and construction progress meetings.
  - f. Attending city/county/tribal meetings to provide project status reports and represent the project at any other public meetings deemed necessary.
  - g. Preparing all required performance reports and closeout documents and assisting the city/county/tribe with determination of applicable audit requirements.
  - h. Assist and verify jobs created and retained and assist in preparing job documentation reports.

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- i. Assist city/county/tribe with property or easement procurement.

The services will not include the disbursement or accounting of funds distributed by the City/County/Tribe's financial officer, legal advice, fiscal audits or assistance with activities not related to the project.

Responses should include, and will be evaluated according to, the following criteria:

1. Capability to Perform Project (i.e. firm's history, areas of expertise, address of office that will manage project, length of time in business, firm's legal structure, firm's commitment to provide necessary resources to perform and complete project). (10-30 pts.)
2. Relevant Project Experience (i.e. description of other projects executed by the firm that demonstrate relevant experience. List of all public sector clients for whom you have performed similar work in the past five years, which should include name, address, and phone number of a person who can be contacted regarding the firm's performance on the project). (10-30 pts.)
3. Qualifications of Project Team (i.e. resumé for the key people assigned to the project including sub consultants. Key personnel roles and responsibilities on this project. Identify project manager who will be responsible for the day-to-day management of project tasks and will be primary point of contact). (10-30 pts.)
4. Project Approach and Schedule (i.e. the tasks that must be accomplished to complete the project. How the firm proposes to execute the tasks. Unique aspects of the project and alternative approaches the owner might wish to consider). (10-30 pts.)
5. Selection Committee Interview. (Optional) Firms should be asked to make brief presentations covering their relevant experience, their understanding of the project's requirements and their own approach to designing and supervising the job. (10-30 pts.)

Total Points Possible = 100

Selection of finalists to be interviewed will be based on an evaluation of the written (and interview) responses. Award will be made to the most qualified bidder whom is deemed most advantageous to the \_\_\_\_\_ City/County/Tribe, all evaluation criteria considered. Unsuccessful bidder will be notified as soon as possible.

Questions and responses should be directed to:

Mayor/Commissioner \_\_\_\_\_  
P.O. Box \_\_\_\_\_  
\_\_\_\_\_, Idaho \_\_\_\_\_ (zip code).

All responses must be postmarked no later than \_\_\_\_\_ (date).  
Please state "Project Name and Administrative Services Proposal" on the outside of the response package.

The City Council/County Commission/Tribe of \_\_\_\_\_ reserves the right to negotiate an agreement based on fair and reasonable compensation for the scope of work and services

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proposed, as well as the right to reject any and all responses deemed unqualified, unsatisfactory or inappropriate.

**Exhibit B**

REQUEST FOR PROPOSALS FOR ADMINISTRATIVE SERVICES  
(Published Advertisement)

The City/County/Tribe of \_\_\_\_\_ is requesting proposals from qualified consultants for the planning, development, grant writing, and administration of a (project description).

The City/County/Tribe of \_\_\_\_\_ anticipates applying for federal grant assistance to fund the project.

Proposals will be evaluated and ranked on the following criteria. The maximum point value of each criterion is shown in the parentheses:

- 1) Capability to Perform Project ( )
- 2) Relevant Project Experience ( )
- 3) Qualifications of Project Team ( )
- 4) Project Approach and Schedule ( )
- 5) Selection Committee Interview (Optional) ( )

The relative importance of each area is shown in parentheses.

Proposals must be post marked by or submitted to the office of the \_\_\_\_\_  
City/County Clerk by 5:00 p.m. (MST), \_\_\_\_\_ (date), 20\_\_.

Office of the City/County Clerk  
\_\_\_\_\_ City Hall/County Courthouse  
Address  
City, State, Zip Code

\_\_\_\_\_, Chief Elected Official  
(Mayor/Commissioner Name)

Published:  
\_\_\_\_\_ (date of first publishing)  
\_\_\_\_\_ (date of second publishing)

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Exhibit C

**This form is provided for assistance only. It does not constitute legal advice and is not a substitute for the Grantee's independent legal obligation to make sure Grantee fully complies with state and local legal requirements. If Grantee has any question about its legal responsibilities, it should seek the advice of a licensed attorney.**

**Request for Proposals for Engineering or Architectural Services**

The City/County/Tribe of \_\_\_\_\_ is seeking assistance in engineering services for (description of project including purpose, scope, location, projected completion date, and present status).

The City Council/County/Tribe of \_\_\_\_\_ is soliciting proposals for engineering services to assist the city/county/tribe with preliminary engineering, design engineering, and supervising construction of this project in compliance with requirements under applicable federal programs. The agreement will be on a firm fixed price or cost reimbursement "not to exceed" basis, with payment terms to be negotiated with the selected bidder.

The services to be provided will include:

1. Assisting the owner with planning of the project. This may include partial or all information compiled in a facilities study or preliminary architectural feasibility report.
2. Consulting with owner on project components that would best fit their current and future needs and ability to operate and maintain.
3. Designing and engineering of construction project. Project design to include all structural, mechanical, electrical, and related systems.
4. Surveying of project site.
5. Preparing of drawings, specifications, schedule, and cost estimates. Updating schedule and cost estimates as necessary.
6. Preparing bidding documents in conformance with applicable federal and state requirements and applicable building codes. Supervising the bid advertising, conducting pre-bid meeting, issuing of addendum, preparation of bid tabulation, assisting in bid opening, and advising on bids.
7. Advising on issuing of Notice to Proceed. Conducting the pre-construction conference and progress meetings.
8. Consulting with Owner regarding construction progress and quality.
9. On-site observation of construction work, submittal review, and preparing inspection reports.
10. Reviewing and approving all contractor requests for payment and submitting approved requests to the governing body.
11. Participating with Owner and contractors on construction progress meetings.

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12. Reviewing and approving substantial completion certification. Preparing punch list Conduct final inspection and testing.
13. Preparing an operation and maintenance manual. Submitting certified “as built” drawings to the Owner and required regulatory agencies.
14. Assisting in conducting a warranty walk-thru.
15. Participating in public meetings and presentations regarding project.

**Respondents will be evaluated according to these criteria:**

1. Capability to Perform Project (i.e. firm’s history, areas of expertise, address of office that will manage project, length of time in business, firm’s legal structure, firm’s commitment to provide necessary resources to perform and complete project). (10-30 pts.)
2. Relevant Project Experience (i.e. description of other projects executed by the firm that demonstrate relevant experience. List of all public sector clients for whom you have performed similar work in the past five years, which should include name, address, and phone number of a person who can be contacted regarding the firm’s performance on the project). (10-30 pts.)
3. Qualifications of Project Team (i.e. resumé for the key people assigned to the project including sub consultants. Key personnel roles and responsibilities on this project. Identify project manager who will be responsible for the day-to-day management of project tasks and will be primary point of contact). (10-30 pts.)
4. Project Approach and Schedule (i.e. the tasks that must be accomplished to complete the project. How the firm proposes to execute the tasks. Unique aspects of the project and alternative approaches the owner might wish to consider). (10-30 pts.)
5. Selection Committee Interview (optional). Firms should be asked to make brief presentations covering their relevant experience, their understanding of the project’s requirements and their own approach to designing and supervising the job. (10-30 pts.)

Total Points Possible = 100

Award will be made to the most qualified bidder whose is deemed most advantageous to the City/County/Tribe of \_\_\_\_\_, all evaluation criteria considered. Unsuccessful bidder will be notified as soon as possible.

Questions and responses should be directed to: Mayor/County Commissioner/Chief  
City/County  
P. O. Box  
City, State, Zip

All responses must be postmarked no later than \_\_\_\_\_ (date) \_\_\_\_\_. Please state “Project Name - Engineering Services Proposal” on the outside of the response package.

### Chapter 3

#### *Procurement*

The City/County/Tribe of \_\_\_\_\_ reserves the right to negotiate an agreement based on fair and reasonable compensation for the scope of work and services proposed, as well as the right to reject any and all responses deemed unqualified, unsatisfactory or inappropriate.

*Procurement*  
**Exhibit D**

REQUEST FOR PROPOSALS FOR ENGINEERING or ARCHITECTURAL SERVICES  
(Published Advertisement)

The City/County/Tribe of \_\_\_\_\_ is requesting proposals from qualified engineers to provide engineering and associated services for the design  (type of project) \_\_\_\_\_.

The City/County/Tribe of \_\_\_\_\_ is applying for federal assistance to fund the project.

Proposals will be evaluated and ranked on the following criteria. The maximum point value of each criterion is shown in the parentheses:

- 1) Capability to Perform Project ( )
- 2) Relevant Project Experience ( )
- 3) Qualifications of Project Team ( )
- 4) Project Approach and Schedule ( )
- 5) Selection Committee Interview (Optional) ( )

A request for proposals may be obtained from the Office of the \_\_\_\_\_  
City/County Clerk.

Proposals must be post marked or submitted to the office of the \_\_\_\_\_ City/County  
Clerk by 5:00 p.m. (MST), \_\_\_\_\_ (date), 20\_\_.

Office of the City/County Clerk  
\_\_\_\_\_ City Hall/County Courthouse  
Address  
City, State, Zip Code

\_\_\_\_\_, Chief Elected Official  
(Mayor/County Commissioner Name)

Published:

\_\_\_\_\_ (date of first publishing)

\_\_\_\_\_ (date of second publishing)

*Procurement*

*Procurement*

**Exhibit E**

Procurement

<p style="text-align: center;">Individual or Summary (Circle One) Evaluation Rating Sheet  DESIGN PROFESSIONAL OR ADMINISTRATIVE (CIRCLE ONE) SERVICES  *Points in categories must be the same as on RFP</p>							
Name of Bidder	Capability * _____ Pts. Pts. Awarded	Relevant Project Experience * _____ Pts. Pts. Awarded	Qualifications of Project Team * _____ Pts. Pts. Awarded	Project Approach & Schedule * _____ Pts. Pts. Awarded	Selection Committee Interview * _____ Pts. Pts. Awarded	Total Points	Comments
<b>TOTAL</b>							
Rater's Signature and Date: _____							

*Procurement*



Procurement  
Exhibit F

This form is provided for assistance only. It does not constitute legal advice and is not a substitute for the Grantee's independent legal obligation to make sure Grantee fully complies with state and local legal requirements. If Grantee has any question about its legal responsibilities, it should seek the advice of a licensed attorney.

**Grant Administration Contract**

This contract is entered into on \_\_\_\_\_ (date) \_\_\_\_\_ by and between the City/County/Tribe of - \_\_\_\_\_, herein referred to as the CITY/COUNTY/TRIBE and \_\_\_\_\_ (Grant Administrator) \_\_\_\_\_ herein referred to as the CONTRACTOR,

WITNESSETH:

WHEREAS, the CITY/COUNTY/TRIBE has made application to and has been approved by the Idaho Department of Commerce, herein referred to as the DEPARTMENT, for the receipt of grant funds under the Rural Community Investment Fund Program (RCIF) for purposes of \_\_\_\_\_ ; and

WHEREAS, the CITY/COUNTY/TRIBE desires to engage the CONTRACTOR to render certain services related to the administration of the above-described Rural Community Investment Fund project; and

WHEREAS, the CITY/COUNTY/TRIBE has complied with provisions for the soliciting of contractors as cited in Idaho Code; and

WHEREAS, to ensure effective management of the above project, it is deemed to be in the best interests of the CITY/COUNTY/TRIBE to enter into an agreement with the CONTRACTOR as hereinafter provided;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. EMPLOYMENT OF CONTRACTOR  
The CITY/COUNTY/TRIBE agrees to engage the CONTRACTOR, and the CONTRACTOR agrees to provide the services described in Section 6 in order to provide for the administration and management of the RCIF project for the CITY/COUNTY/TRIBE as approved the Idaho Department of Commerce.
2. EMPLOYEE-EMPLOYER RELATIONSHIP  
The contracting parties warrant by their signature that no employer-employee relationship is established between the CONTRACTOR and the CITY/COUNTY/TRIBE by the terms of this contract. It is understood by the parties hereto that the CONTRACTOR is an independent contractor and as such, neither it nor its employees, if any, are employees of the CITY/COUNTY/TRIBE for purposes of tax, retirement system or social security (FICA) withholding.
3. CONTRACTOR'S INSURANCE  
The CONTRACTOR warrants that it has obtained, and will maintain at its expense for the duration of this Contract, statutory worker's compensation coverage, employer's liability and comprehensive general liability insurance coverage for its principals and employees for the services to be performed hereunder. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of at least one hundred thousand dollars (\$100,000) per claim, and five hundred thousand dollars (\$500,000) aggregate.

*Procurement*

4. LIAISON  
The CITY/COUNTY/TRIBE'S designated liaison with the CONTRACTOR is (Name)  
\_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_. The CONTRACTOR'S designated liaison with the  
CITY/COUNTY/TRIBE is \_\_\_\_\_ (Name) \_\_\_\_\_.
5. EFFECTIVE DATE AND TIME OF PERFORMANCE  
This Contract takes effect on \_\_\_\_\_ (Date) \_\_\_\_\_. The services to be performed by the  
CONTRACTOR will be completed no later than project closeout.
6. SCOPE OF SERVICES  
The CONTRACTOR will perform the following services as outlined in Attachment A.
7. COMPENSATION  
For the satisfactory completion of the services to be provided under this Contract, the  
CITY/COUNTY/TRIBE will pay the CONTRACTOR a sum, not to exceed  
\_\_\_\_\_ that the CITY/COUNTY/TRIBE agrees to pay as set forth in Attachment A.
8. CONFLICT OF INTEREST  
The CONTRACTOR warrants that it presently has no interest and will not acquire any interest,  
direct or indirect, in the RCIF project that would conflict in any manner or degree with the  
performance of its services hereunder. The CONTRACTOR further covenants that, in performing  
this contract, it will employ no person who has any such interest. Should any conflict of interest,  
as defined by the RCIF Administrative Rules, arise during the performance of this contract, it will  
be disclosed and managed according to the RCIF rules.
9. MODIFICATION AND ASSIGNABILITY OF CONTRACT  
This contract contains the entire agreement between the parties, and no statements, promises or  
inducements made by either party or agents of either party, that are not contained in the written  
contract, are valid or binding. This contract may not be enlarged, modified or altered except upon  
written agreement signed by both parties hereto. The CONTRACTOR may not subcontract or  
assign its rights (including the right to compensation) or duties arising hereunder without the prior  
written consent of the CITY/COUNTY/TRIBE and the Idaho Department of Commerce. Any  
subcontractor or assignee will be bound by all of the terms and conditions of this contract.
10. TERMINATION OF CONTRACT. This contract may be terminated as follows:
  - (a) Termination due to loss of funding.  
In the event that the Department reduces or terminates payments under the RCIF Program  
so as to prevent the CITY/COUNTY/TRIBE from paying the CONTRACTOR with RCIF  
funds, the CITY/COUNTY/TRIBE will give the CONTRACTOR written notice which sets  
forth the effective date of the termination and explains the reasons for the termination. The  
notice shall also describe the conditions for any reimbursement for any work completed.
  - (b) Termination for Convenience.  
The CITY/COUNTY/TRIBE may terminate this contract in whole, or in part, for the  
convenience of the CITY/COUNTY/TRIBE when both parties agree that the continuation of  
the project is not in the best interest of both parties and that further expenditure of funds will  
not produce any results. The parties shall agree in writing, upon the conditions, effective  
date, and fair and reasonable payment for work completed.
  - (c) Termination for Cause.

*Procurement*

- (i) If the CITY/COUNTY/TRIBE determines that the CONTRACTOR has failed to comply with the terms and conditions of this contract, it may terminate this contract in whole, or in part, at any time before the date of completion. If the CONTRACTOR fails to comply with any of the terms and conditions of this contract, the CITY/COUNTY/TRIBE may give notice, in writing, to the CONTRACTOR of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the CITY/COUNTY/TRIBE may, with no further notice, declare this Contract to be terminated. The CONTRACTOR will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by the CITY/COUNTY/TRIBE by reason of the CONTRACTOR'S failure to comply with this contract.
- (ii) Notwithstanding the above, the CONTRACTOR is not relieved of liability to the CITY/COUNTY/TRIBE for damages sustained by the CITY/COUNTY/TRIBE by virtue of any breach of this contract by the CONTRACTOR, and the CITY/COUNTY/TRIBE may withhold any payments to the CONTRACTOR for the purpose of until such time as the amount of damages due the CITY/COUNTY/TRIBE from the CONTRACTOR is determined.

11. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by the CONTRACTOR pursuant to this Contract are to be the property of the CITY/COUNTY/TRIBE and the Idaho Department of Commerce which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part. All such materials developed under this contract shall not be subject to copyright or patent in the United States or in any other country without prior written approval of the CITY/COUNTY/TRIBE and the Idaho Department of Commerce.

12. REPORTS AND INFORMATION

The CONTRACTOR will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the CITY/COUNTY/TRIBE to ensure proper accounting for all project funds. These records will be made available for audit purposes to the CITY/COUNTY/TRIBE or its authorized representative, and will be retained for three years after the expiration of this contract.

13. CONSTRUCTION AND VENUE

This contract will be construed and governed by the laws of the State of Idaho. In the event of litigation concerning it, venue is the (District Court) in and for the county of \_\_\_\_\_ state of Idaho.

14. INDEMNIFICATION

The CONTRACTOR waives any and all claims and recourse against the CITY/COUNTY/TRIBE, including the right of contribution for loss and damage to persons or property arising from, growing out of or in any way connected with or incident to, the CONTRACTOR'S performance of this contract except for liability arising out of concurrent or sole negligence of the CITY/COUNTY/TRIBE or its officers, agents or employees. Further, the CONTRACTOR will indemnify, hold harmless, and defend the CITY/COUNTY/TRIBE against any and all claims, demands, damages, costs, expenses or liability arising out of the concurrent or sole negligence of the CITY/COUNTY/TRIBE or its officers, agents or employees.

*Procurement*

15. LEGAL FEES

In the event either party incurs legal expenses to enforce the terms and conditions of this contract, the prevailing party is entitled to recover reasonable attorney fees and other costs and expenses, whether the same are incurred with or without suit.

16. SPECIAL WARRANTY

The CONTRACTOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this contract. The CONTRACTOR further declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion or negotiation leading to the award of this contract. Any such activity by the CONTRACTOR shall make this contract null and void.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

(GRANT ADMINISTRATOR AGENCY)

(CITY/COUNTY/TRIBE NAME)

BY: \_\_\_\_\_  
(Grant Administrator's Name and Title)

BY: \_\_\_\_\_  
(Chief Elected Official and Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

*Procurement*  
**Attachment A**

Pre-Development Stage:

The City/County/Tribe agrees to pay the Administrator a sum not to exceed \$\_\_\_\_\_ for project planning, project development, and writing an application for RCIF funding. Pre-Development services will not be paid by RCIF.

Grant Administration:

Activities (1 thru 4) listed below will be contingent on the City/County/Tribe receiving RCIF funding.

1. Project Set-Up – (30%) file set-up, facilitating financial management procedures including cost allocation plan, meetings with grantee and stakeholders, submission of pre-contract documents, responding to inquiries, and explaining RCIF requirements to the (City/County/Tribe) and/or sub-recipient. These services will be completed for a lump sum amount of \$\_\_\_\_\_.
2. Project Monitoring (during procurement and construction) – (30%) Assist (City/County/Tribe) in setting up the procurement and selection of a design professional and/or contractors in accordance with RCIF requirements. Participating in pre-bid, pre-construction and construction progress meetings. Review of bidding documents, construction progress monitoring, reporting, and construction close-out. These services will be completed for a lump sum amount not to exceed \$\_\_\_\_\_, which should be invoiced in monthly increments.
3. Financial Management – (30%) duties which includes coordinating contractor and design professional pay applications, preparation of RCIF request for funds, submission of request to IDC and ensuring proper disbursement of RCIF expenditures. These services will be completed for a lump sum amount not to exceed \$\_\_\_\_\_, which should be invoiced in monthly increments.

The total amount paid in progress payments as listed above shall not exceed ninety percent (90%) of the total compensation sum.

4. Project Close-Out (10%) – Documentation that the (City/County/Tribe) has met their RCIF contractual performance requirements, submitted certificate of substantial completion and documented jobs created by business. Complete RCIF closeout documents for review and signature. Ensure all project and close out documents are submitted and approved by IDC. Ensure requested documents, concerns, and findings are addressed and resolved. The department's approval to close out. These services will be completed for a lump sum amount of \$\_\_\_\_\_.



*Procurement*  
**Exhibit G**

**Sample Interview Questions**

Listed below are a series of questions to be asked of the design professional firm. Questions can be expanded as appropriate. The points determined from this interview are added to the points scored on the written proposal. Interview point total cannot exceed 30 points.

What similar project experience do you have?

What is the firm's capacity to perform the work?

Who will be your lead design professional?

What is the firm's understanding of the project needs?

Discuss the methodology the firm proposes to use in providing the required services.

Discuss the consultants, if any, who may be working with the firm on the project.

Discuss how the firm will handle the planning, design, and construction phases of the project.

How will the firm handle construction cost controls in the design and construction phases?

Discuss the time schedule the firm proposes to complete the necessary preliminary work as well as the time schedule for the entire project.

Does your firm have the ability to determine accurate construction costs?

Is your firm willing to redesign and re-bid the project to cause award of construction contract within a maximum construction contract cost without additional compensation or reimbursement?

Discuss your methods of determining your compensation.

Identify the last two projects the firm has completed. How many change orders were issued on each of these two projects? Why were the change orders issued?

What is your experience working with state and federal agencies both regulatory as well as funding agencies?

How will you keep us informed of the project progress?

Whom will we be working with on the day-to-day matters?

Please tell us what you see as our problem, the potential remedies, and likely obstacles.

What are your ideas on how we can save money on the design and construction of this project?





Procurement

Exhibit H

Initial  
Owner: \_\_\_\_\_  
Design Professional: \_\_\_\_\_

Attachment \_\_\_\_\_

Rural Community Investment Fund Agreement Attachment  
Between Owner and Design Professional

1) Time of Performance

The Design Professional's schedule for preparing and delivering shall be as follows:

a. Draft Bidding Documents and Drawings for review by applicable regulatory agencies and Owner within \_\_\_\_\_ calendar days of the execution of the agreement between the Owner and Design Professional.

2) Ownership of Document.

All drawings, specifications, studies, and other material prepared under this contract shall be the property of the Owner and at the termination or completion of the Design Professional's services shall be promptly delivered to the Owner. The Design Professional shall have no claim for further employment or additional compensation as a result of exercise by the Owner of its full rights of ownership. It is understood, however, that the Design Professional does not represent such data to be suitable for re-use on any other project or for any other purpose. If the Owner re-uses the subject data without the Design Professional's written verification, such reuse will be at the sole risk of the Owner without liability to the Design Professional.

3) Reports and Information

The Design Professional will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the Owner to ensure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the Owner or its authorized representative, and will be retained for three years after the expiration of this contract.

4) Access to Records

It is expressly understood that the Design Professional's records relating to this contract will be available during normal business hours for inspection by the Owner, Commerce, and if necessary other representatives of the State of Idaho.

5) Employee-Employer Relationship

The contracting parties warrant by their signature that no employer-employee relationship is established between the contractor and the Owner by the terms of this contract. It is understood by the parties hereto that the Design Professional is an independent contractor and as such neither it nor its employees, if any, are employees of the Owner for purposes of tax, retirement system or social security (FICA) withholding.

6) Design Professional's Insurance

The Design Professional warrants that it has obtained, and will maintain at its expense for the duration of this Contract, statutory worker's compensation coverage, employer's liability and comprehensive general liability insurance coverage for its principals and employees for the services to be performed hereunder. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of at least five hundred thousand (\$500,000) per occurrence, and one million dollars (\$1,000,000) aggregate.

7) Conflict of Interest

The Design Professional warrants that it presently has no interest and will not acquire any interest, direct or indirect, in the Rural Community Investment Fund project that would conflict in any manner or degree with the performance of its services hereunder. The Design Professional further covenants that, in performing this contract, it will employ no person who has any such interest. Should any conflict of interest, as defined by the Rural Community Investment Fund Administrative Rules, arise during the performance of this contract, it will be disclosed and managed according to the Rural Community Investment Fund rules.

*Procurement*

8) Modification and Assignment of Contract

This contract contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agents of either party, that are not contained in the written contract, are valid or binding. This contract may not be enlarged, modified or altered except upon written agreement. The Design professional may not subcontract or assign its rights (including right to compensation) or duties arising hereunder without the prior written consent of the Owner and the Idaho Department of Commerce. Any subcontractor or assignee will be bound by all of the terms and conditions of the Agreement.

9) Nondiscrimination

The Design Professional will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, gender, age, marital status, physical or mental handicap or national origin.

10) Environmental Mitigation Requirements

The Design Professional will design the project to comply with mitigation measures as required by federal, state, and local laws and statutes.

*Procurement*  
**Chapter 3: Section B**

**Rural Community Investment Fund - Construction Process**

This section contains instructions and forms used for procurement procedures that will aid grantees (cities and counties or sub-grantees such as special districts, and non-profits) in the procurement of construction services and/or supply and delivery of materials for RCIF funded projects.

Forms in this appendix include:

- Construction Bid Document Review Certification Form
- RCIF supplemental general condition

**Rural Community Investment Fund - Construction Procurement**

RCIF funded projects are usually the construction of infrastructure (sewer, water, electrical, road, storm water drainage, building, telecommunication) systems to create or improve services to businesses. Depending on the estimated cost of the project the grantee will need to follow the procedures as described below.

**CONSTRUCTION CONTRACT** – three methods of procurement: 1) micro procedure, 2) small purchase procedure and 3) competitive sealed bid or formal advertising.

**Construction – Micro Procedure (estimated cost less than \$50,000)**

The Grantee can purchase from any licensed public works contractor believed to provide the best value. The Grantee's procurement procedures should be determined by their governing board. For public works construction valued at less than \$50,000, contractors without a public works license may be used.

- Other Requirements
  - ✓ Insurance requirements are always applicable.
  - ✓ Contract/work order

**Small Purchase Procedure (estimated cost between \$50,001 and \$200,000)**

The Grantee should follow the same steps identified for sealed competitive bidding with the following exceptions.

- The Grantee shall solicit in writing an invitation to bid (via mail, email, or fax) to at least three (3) licensed public works contractors. At a minimum the contractors should have at least seven (7) days to submit their bids. The date and time of the bids due date needs to be included in the invitation to bid. Bids are not required to be opened in a public format. A written record of the solicitation and bids needs to be documented in the Grantee's file. Documentation must include the invitation to bid, how the invitation was solicited, what contractors were solicited, bids or responses received, and justification for award to lowest responsive and responsible bidder.
- Other Requirements
  - ✓ Insurance requirements are always applicable.
  - ✓ Bid Tabulation and Analysis
  - ✓ Award Notice

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- ✓ Contract
- ✓ Pre-Construction Meeting
- ✓ Notice to Proceed

**Competitive Sealed Bid Construction Procedure – (estimated project cost over \$200,001)**

**Category A** - Involves competitive bidding for a single construction contract. In the process the bidding documents are prepared by a design professional for the Grantee and advertised formally for qualified contractors. The contractors determine the price, including profit, for which the project can be built. The bids are submitted to the owner. After analysis of the bids, the owner selects a contractor, the lowest responsive and responsible bidder. The selected bidder must be a qualified public works contractor. The contractor then constructs the project in accordance with the contract documents. Follow the steps for a Category A procedure.

**Step 1** – The design professional prepares bidding documents and invitation to bid for the project. The bidding document is a combination of bidding requirements, contract forms, and conditions to the contract, specifications, drawings, and addenda.



**Step 2** – Once the design professional has completed the bidding documents and the documents have been reviewed by the appropriate regulatory agency, the grant administrator will need to review and certify the proper clauses, provisions, and forms are included in the bidding document before solicitation. Send certified bid document review form (See Exhibit – Bid Document Certification Review Form) to your Commerce Specialist along with a copy of the bidding documents and plans fifteen days before bid due date.



**Step 3** – As this is a competitive sealed bid procurement, the Grantee is required to solicit the invitation to bid in the local newspaper of general circulation. The notice inviting bids shall set a date and place for the opening of bids. The first publication of the notice shall be at least two weeks before the date of opening the bids. Notice shall be published at least twice, not less than one week apart.

**Note: All sub-recipients will need to follow the same publishing and solicitation time frames as established with their sponsoring city, county or tribe.**

Concurrently during solicitation the Grantee will need to hold a Pre-Bid Meeting. The meeting, held before the bid opening, is to allow the bidders the opportunity to view the actual work site, ask questions, and better understand the proposed project. The design professional shall respond to questions in writing through an addendum.



*Procurement*

**Step 4 – Bid Opening of Competitive Sealed Bids.**

- Do not open bids before advertised date and time.
- Publicly open and read aloud bids received.
- Bids will be taken under advisement at this time.
- Do not accept or open late bids.



**Step 5 –** The Grantee with the assistance of the design professional and grant administrator will need to identify if the bids received are responsive and which bid is the lowest. The design professional should prepare a bid tabulation form and analysis of bids and recommendation for award. Submit the bid tabulation form to your Commerce Specialist. Determine if lowest responsive bidder is a responsible bidder.

Verify contractor's public works license at [www2.state.id.us/dbs/publicworks/](http://www2.state.id.us/dbs/publicworks/).



**Step 6 –** Grantee provides Award Notice letter to successful bidder. Notice should indicate that the bidder will need to submit performance and payment bonds accompanied by power of attorney, and certificates of insurances. Submit proof of award to your Commerce Specialist.



**Step 7 –** The Grantee can now proceed with the execution of the construction agreement. Remember it is critical that the agreement form used identifies that the contract documents consist of contract forms, conditions to the contract, specifications, drawings, addenda, and contract modifications/change orders. Think of the agreement form as a clamp that binds the documents together.



**Step 8 –** Hold the Preconstruction Conference. The conference should include the Grantee, design professionals, contractor, subcontractors, grant administrator, and other funding agency representatives. The conference minutes need to be submitted to your Commerce Specialist five days after the conference.



**Step 9 –** Grantee issues Notice to Proceed. The notice should contain start date of the contract and the number of days to complete work or substantial completion date. Submit copy of notice to your Commerce Specialist.



**Step 10 –** Procurement does not stop at the Construction Phase. The RCIF program requires at a minimum the following process is implemented.

- Construction progress meeting shall be held during construction. Attendees should include owner, grant administrator, design professional, and contractor.
- Any change orders issued on the project are required to be justified and cost reasonable. Change orders must be discussed with your Commerce Specialist. Copy of executed change orders need to be sent to Commerce. Copies not received may hold up the RCIF progress payment or result in non-payment.

*Procurement*

- Progress reports shall accompany all RCIF payment requests.



**Step 11** – A pre-final inspection shall be held to determine completion of work to date and quality of work. If all parties determine substantial completion of work has been completed, a certificate of substantial completion shall be executed. Certificate shall be signed by Grantee, design professional, and contractor. The certificate should also contain a list of items to be completed or corrected. Submit certificate to your Commerce Specialist.



**Step 12** – The process of improving infrastructure is dynamic. The Grantee needs to ensure public works staff are properly educated and trained on the new systems. Grantee should receive the Operations & Maintenance manual and “as-built” drawings.



**Step 13** – Eleven months after completion of construction the Grantee and Design Professional shall formally inspect work to ensure construction work, materials, and equipment are meeting performance and warranty requirements.

**Category B** – This process consists of two stages: the first establishing a list of pre-qualified contractors, and the second where sealed bids are submitted from pre-qualified contractors. The Grantees must not deviate from the process established under Idaho statute 67-2805 (3) (b). Contact your Commerce Specialist if you elect to do this process.

*Procurement*

**Rural Community Investment Fund – Supply & Delivery Procurement**

**SUPPLY AND DELIVERY CONTRACTS FOR MATERIALS AND EQUIPMENT**

Four methods of procurement: 1) micro purchase procurement, 2) small purchase procurement, 3) competitive sealed bid, and 4) Supply & Delivery Request for Proposals

RCIF funds cannot be used to purchase equipment, fixtures, motor vehicles, furnishing, or other personal property which is not an integral structural fixture. However, if the Grantee is proposing to procure construction materials or an integral structural fixture, the Grantee must first receive approval from Commerce and will be required to follow Idaho Statute 67-2806, as summarized below.

**Micro Purchase Procedure (estimated material cost under \$50,000)**

The Grantee can purchase from any vendor believed to provide the best value. The Grantee's procurement procedures should be determined by their governing board.

- Other Requirements
  - ✓ Insurance
  - ✓ Contract / Work Order / Purchase Order

**Small Purchase Procedure (estimated material cost between \$50,001 and \$100,000)** The Grantee should follow the same steps identified for sealed competitive bidding with the following exceptions. Grantee must award contract to lowest responsive and responsible bidder.

- The Grantee shall solicit in writing an invitation to bid (via mail, fax or email) to at least three (3) qualified suppliers. At a minimum the contractors should have at least seven (7) days to submit their bids. The date and time of the bid's due date needs to be included in the invitation to bid. Bids are not required to be opened in a public format. A written record of the solicitation and bids received need to be documented in the Grantee's file.
- Other Requirements
  - ✓ Insurance
  - ✓ Supply & Delivery Document Certification.
  - ✓ Bid Tabulation and Analysis.
  - ✓ Contract

**Competitive Sealed Bid (estimated cost over \$100,001)**

**Step 1** – The Design Professional prepares bidding documents and invitation to bid for the project. The bid document is a combination of invitation to bid, instructions to bidders, bid forms, supply and delivery agreements, general conditions, **RCIF supply & delivery supplemental conditions (see Exhibit)**, technical specifications, drawings and addenda.



**Step 2** – Grant Administrator reviews and certifies supply and delivery bid documents before solicitation. Send signed supply and delivery document review form (see Exhibit) to Commerce along with a copy of the bid documents and plans, if any, before bid opening.



*Procurement*

**Step 3** – As this is a competitive sealed bid procurement, the Grantee is required to solicit the invitation to bid in the local newspaper of general circulation. The bid invitation notice shall set a date and place for the opening of bids. The first publication of the notice shall be at least two (2) weeks before the date of opening the bids. Notice shall be published at least twice, not less than one (1) week apart.

**Note: All sub-recipients will need to follow the same publishing and solicitation time frames as established with their sponsoring city or county.**

Concurrently the Grantee may want to hold a pre-bid meeting. The meeting held before the bid opening is to allow bidders to inspect the work site, discuss specifications and requirements, and revisions to requirements, and address questions of potential bidders. The Design Professional should respond to questions in writing through an addendum.



**Step 4** – Bid Opening of Competitive Sealed Bids

- Do not open bids before advertised date and time.
- Publicly open and read aloud bids received.
- Bids will be taken under advisement at this time.
- Do not accept or open late bids.



**Step 5** – The Grantee with the assistance of the Design Professional and Grant Administrator will need to identify if the bids received are responsive and which bid is the lowest. The Design Professional should prepare a bid tabulation form and analysis of bids and recommendation for award. Submit the bid tabulation form to your Commerce Specialist. Determine if lowest responsive bidder is a responsible bidder.

The Grant Administrator will conduct a debarment clearance, via a Commerce Specialist. The Specialist will verify if the supplier is suspended or debarred from entering into a federally funded contract.



**Step 6** – Grantee provides Award Notice letter to successful bidder. Notice should indicate that the bidder will need to submit a performance bond accompanied by a power of attorney and certificate of insurance.



**Step 7** - The Grantee can now proceed with the execution of the supply and delivery agreement. It is critical that the agreement form used identifies that the contract documents consist of contract forms, conditions to the contract, specifications, drawings, addenda and contract modifications/change orders. Submit the contract documents to your Commerce Specialist.



**Step 8** – It may be necessary to hold a pre-construction conference with the supplier. Topics such as submittal process, risk of loss or damage of goods, shipment and delivery of goods, payments, party responsibilities, and warranty and guarantees will need to be addressed.



*Procurement*



**Step 9** – Grantee issues notice to proceed. The notice should contain start date of the contract and the number of days to complete work or substantial completion date. Submit notice to proceed to your IDC Specialist.



**Step 10** – During supply and delivery phase:

- Change orders issued on the project are required to be justified and cost reasonable. Copy of change orders need to be sent to Commerce. Copies not received may hold up RCIF progress payments.



**Step 11** – A pre-final inspection shall be held to determine completion of work to date and quality of work. If all parties determine substantial completion of work has been completed, a certificate of substantial completion or letter supporting completion of project shall be issued. The letter or certificate shall be signed by Grantee, Design Professional, and Contractor. The letter or certificate should also contain a list of items to be completed or corrected. Submit certificate to your Commerce Specialist.



**Step 12** – The Grantee should receive an Operations & Maintenance manual and “as built” drawing from the supplier or design professional.



**Step 13** – Eleven (11) months after completion of construction, the Grantee and Design Professional shall formally inspect the materials, equipment and fixtures to ensure they are meeting performance and warranty requirements.

**Supply & Delivery Request for Proposals** A Grantee may utilize a request for proposal process as an alternative to the competitive bidding process required by section 67-2806 Idaho Code, when the Grantee contemplates a procurement for materials and equipment which:

- ✓ Fixed specifications might preclude the discovery of a cost-effective solution;
- ✓ A specific problem is amenable to several solutions; or
- ✓ Price is not the sole determining factor for selection.

Factors that may be considered in the evaluation of vendors in a request for proposal process include but are not limited to:

- An innovative solution that is offered;
- Unique product features;
- Price;
- Vendor experience in the market;
- Financial stability of a vendor;
- Differences among vendors in their ability to perform contract requirements;
- Ability to meet product specifications;
- Product quality;
- Product performance records;
- Past performance by a vendor;
- Future product maintenance or service requirements; and
- Product warranties.

At a minimum, a request for proposal shall state the instructions of the process, the scope of work for the materials or equipment, the selection criteria, contract terms and the scoring methodology applying relative weights to factors considered.

Notifications, solicitation and consideration of contests concerning the award of procurement pursuant to a request for proposal shall be in accordance with the minimum requirements established in section 67-2806, Idaho Code, subject to the selection criteria established at the outset of each such procurement. Records compiled in the scoring process shall be made available for public inspection when a procurement recommendation is made to the Grantee's board.

**EXHIBITS**  
**Chapter 3: Section B**

**Rural Community Investment Fund – Construction Bid Document Review Certification**

Project Name: \_\_\_\_\_

Grant Number: \_\_\_\_\_

Below is a list of following RCIF clauses, provisions, or forms that are required to be included in the project bidding documents, with exclusion to the environmental considerations.

- \_\_\_\_\_ Bidding Requirements
  - Invitation to Bid
  - Instruction to Bidders
  - Bid Form (ensure firm fixed bid)
  - Bid Security (5%)
  - Subcontractor List (ensure HVAC, plumbing, and electrical list with public works license number)
  
- \_\_\_\_\_ Optional
  - Bidder's Qualification
  - Supplier's List
  - Bidder's Checklist
  
- \_\_\_\_\_ Contract Forms
  - Agreement
  - Performance Bond (100%) - may be referenced
  - Payment Bond (100%) – may be referenced
  
- \_\_\_\_\_ General Conditions
  - Commercial General Liability
  - Worker's Compensation Insurance
  - Automobile Insurance
  - Administrative, Contractual, or Legal Remedies
  - Termination for Cause and for Convenience
  
- \_\_\_\_\_ RCIF Supplemental General Conditions
  - Sign Requirements
  - Preconstruction Conference
  - Licensing of Contractors
  - Environmental Protection
  - Clean Air and Water Act
  - Historic Preservation
  - Floodplains
  - Reports and Information
  - Conflict of Interest
  - Access to Records
  - Equal Employment Opportunity
  - Insurance during Construction

\_\_\_\_ Drawings and Specifications  
- Engineer or Architect Seal

As the grant administrator/consultant, I certify that I have reviewed the final bidding documents and find that the necessary Rural Community Investment Fund applicable clauses, provisions and forms are included within the \_\_\_\_\_ (Project Name) \_\_\_\_\_ bidding documents.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Dated

## RCIF Supplemental General Conditions

### Preconstruction Conference

After the contract(s) have been awarded but before the start of construction, a conference will be held for the purpose of discussing requirements on such matters as project supervision, progress schedule and reports, payrolls, payment to contractors, contract change order, insurance, safety and other items pertinent to the project. The contractor shall arrange to have all subcontractors and supervisory personnel connected with the project on hand to meet with representatives of the design professional and owner to discuss any problems anticipated

### Sign Requirements

After the notice to proceed with construction is issued, and prior to construction, GRANTEES and Sub grantees will, unless otherwise directed, erect a sign located prominently at the project site for all major construction projects. The sign shall be identical to the image provided by the IDAHO DEPARTMENT OF COMMERCE.

### Licensing of Contractors

Bidders shall be licensed in the state of Idaho by the Idaho Public Works Contractors License Board in the class and type specified for the value and scope of work to be done in accordance with the provisions of Title 54, Chapter 19, Idaho Code as amended. Subcontractors that are required to be listed in the bid proposal shall possess a license of the class and type specified prior to submission of the bid.

### Environmental Protection

The Contractor shall comply with all federal, state and local laws and regulations controlling pollution and contamination of the environment. A storm water plan, erosion and sediment control plan, and best management practices shall be followed to prevent pollution of surface and groundwater, soil, and the atmosphere with any contaminate including hazardous and toxic materials. Any release of these materials into the environment will require immediate corrective action by the Contractor in accordance with applicable state and federal regulations.

If, during the construction of the project, an underground storage tank, buried drum, other container contaminated soil or debris not scheduled for removal under the contract are discovered, the contract are discovered, the Contractor shall immediately notify the owner and design professional. No attempt shall be made to excavate, open, or remove such material without written approval from the appropriate regulatory agency.

The Contractor shall conduct and schedule his operations and abide by the conditions of any state or federal permit to avoid or minimize impacts on streams, lakes, wetlands, reservoirs, aquifers, and associated fish and wildlife habitat.

### Clean Air and Water Act

For all contracts and subcontracts exceeding \$100,000, 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 Environmental Protection Agency regulations (40 CFR Part 15)

### Historic Preservation

If any items of suspected historical or archaeological value are uncovered during construction the contractor will be required to stop work and contact the Idaho State Historic Preservation Office and Commerce.

### Floodplains

When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert 100-year floodplain area delineated on the latest Federal Emergency Management Agency Floodplain Map or other appropriate maps.

### Reports and Information

The contractor, at such times and in such forms as the owner may require, shall furnish the owner such periodic reports as requested pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

**Conflict of Interest**

No member, officer, or employees of the grantee, or its designees or agents, no members of the grantee's governing body and no other public official of the grantee who exercises any functions or responsibilities with respect to this contract during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in work to be performed in connection with this contract. All contractors shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest.

**Access to Records**

The grantee, Commerce, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this specific contract, for the purpose of making audit, examination, excerpts, and transcriptions. All required records must be maintained by the contractor for three (3) years after grantee makes final payments.

**Equal Employment Opportunity**

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**Insurance During Construction**

The contractor shall have in effect without interruption from the date of construction commencement until final payment is made and the Project is closed-out pursuant to the terms of this Contract, the following types of insurance. Further, the contractor warrants such insurance coverage shall be written on an "occurrence" basis and will be obtained with the following minimum liability limits:

1. Workers' Compensation Insurance and Employer's Liability Insurance:
 

(1) State:	Statutory Limits
(2) Employer's Liability:	\$100,000 per accident
	\$500,000 Disease, Policy Limit
	\$100,000 Disease, Each Employee
  
2. Comprehensive or Commercial General Liability Insurance with the DEPARTMENT as a named insured to include premises operation, owners and contractors protective liability, products and completed operations liability, personal injury liability including employee acts, broad form property damage liability and blanket contractual liability, with no exclusion for explosion (X), collapse (C) and underground (U) hazards:
  - (1) \$1,000,000 Each Occurrence
  - (2) \$1,000,000 Personal Injury
  - (3) \$2,000,000 Products/Completed Operations to be maintained for two (2) years following final payment
  - (4) \$2,000,000 General Aggregate
  
3. Automobile Liability Insurance with the DEPARTMENT as a named insured for bodily injury and property damage: \$1,000,000 Combined Single Limit

**Property or Builder's Risk Insurance**

If required by the owner, the contractor shall have in effect Property or Builder's Risk Insurance. The Property or Builder's Risk Insurance shall include coverage for all direct physical loss, also known as "Special Causes of Loss" in an amount equal to one-hundred percent (100%) of the estimated maximum value of the Project upon completion with the broadest form of "all risk" coverage possible.

**Chapter 2: Eligibility and Rules****Eligible Applicants and Other Qualifying Criteria**

**Introduction:** The purpose of the Rural Community Investment Fund (RCIF) funding is to help fund improvements to public infrastructure, publicly regulated utilities, or publicly owned real estate needed to support a business's development, relocation, or expansion. In order to qualify for RCIF funds the business's development, relocation or expansion must create jobs, retain jobs, or both.

A. **Eligible Applicants** for the RCIF are:

**Cities** with a population generally less than twenty-five thousand (25,000) or for projects that have a measurable rural benefit and the sole beneficiary of the project cannot be a large city.

**Counties** will less than twenty-five (25,000) population. However, any county may apply for an unincorporated community for projects that have a measurable rural benefit and the sole beneficiary of the project cannot be a large city.

**Indian tribes** may apply if the project site is located on reservation land and within a community of less than 25,000 or the project has a measurable rural benefit and the sole beneficiary of the project cannot be a larger city.

The three eligible applicants may sub-grant RCIF funds to an eligible and the Idaho Department of Commerce (Commerce) approved sub-recipient. Eligible sub-recipients are identified at paragraph "G".

B. **Threshold factors.** In order for an application to be eligible six threshold factors must be met.

1. the applicant must be eligible,
2. the project must consist of eligible activities,
3. administrative capacity
4. a public hearing on the project must be held.
5. business job commitment (agreement or letter)
6. business's ability to finance their portion of the project

C. **Boundary Requirements.** Applicants shall only apply for an infrastructure project that lies within their jurisdictional or impact area boundary.

D. **Application Cycle Requirements.** Applicants may apply for one RCIF in any quarterly application cycle. If applicants have an existing RCIF, it must be under contract prior to submitting a new RCIF application. A county or a city shall not be eligible to apply for a grant if it has unresolved audit findings, unresolved disallowed costs, or unresolved prior performance problems from any current or previous Community Development Block Grant, RCIF or Idaho Gem Grant.

E. **Joint Applications.** A city, county or tribe may apply jointly when solving a shared opportunity requires mutual action. A shared opportunity must lie in areas of contiguous or overlapping jurisdiction, and must be documented in the application. For administrative purposes, one key applicant must be designated as the responsible unit for the project. Written cooperation agreements must also be submitted. The cooperation agreement must cover the entire project from application to operation and maintenance.

F. **Sub grants to Eligible Sub-Recipients.** A Grantee (city, county, or tribe) may sub-grant RCIF funds to an eligible, and Commerce approved, sub-recipient that is carrying out an eligible activity. Typical eligible and approved sub-recipients include Idaho's council of governments, urban renewal districts, or economic development districts.

Grantees are responsible for ensuring that RCIF funds are utilized by the sub-recipient in a manner that is compliant with the requirements of these RCIF rules and other applicable state or local laws. Grantees remain responsible for carrying out environmental protection responsibilities. The sub-recipient agreements will need to be executed and should be drafted and included in the application.

### Eligible and Ineligible Project Activities

A Business Assistance project may consist of one or more eligible activities which are to be undertaken with the RCIF funds and any other funds committed to the project. The principal activity which directly addresses the business needs shall represent a majority of funds requested; other activities must be incidental to, and in support of, the principal business' need.

#### A. Eligible business assistance activities are:

1. Projects designed to construct or expand public infrastructure, such as water, wastewater, transportation, power, telecommunication, or other infrastructure systems that are necessary for a specific business development, relocation or expansion. The project assisted business must document the creation or retention of jobs.
2. Projects designed to construct or expand publicly regulated utilities or infrastructure, such as natural gas, or electrical systems that are necessary for a specific businesses development, relocation, or expansion. The project assisted business must document the creation or retention of jobs.
3. Acquisition of land or real estate by an eligible grantee or sub-recipient for purpose of leasing to a business. The project assisted business must document the creation or retention of jobs. In order to be eligible the following conditions and documentation must be completed and met:
  - a. If required by Commerce, a fair market rent analysis must be prepared to demonstrate the rents are comparable to similar land or real estate in the area. Typically, rent payment must be at fair market value for the locality.
  - b. An ASTM Phase I Environmental Assessment or 3<sup>rd</sup> party real estate inspection
  - c. An Appraisal Report
  - d. Commitment to Title Insurance Policy
  - e. Real Estate Purchase Agreement
  - f. Copy of the Lease Agreement
  - g. A Program Income Re-use Commitment Letter shall be developed and included in the application.
  - h. Grant assisted construction must be general in nature and not specific to the business' criteria. Leasehold improvements are not an allowable RCIF expense.
  - i. If required by Commerce, a deed restriction or restrictive covenants may be placed on the land or real estate to ensure the continued ownership and use of property remain RCIF eligible.

Note: The sale of RCIF assisted or improved land or real estate cannot occur without Commerce approval. If approved the sale of the land or real estate must be at the appraised value and monies received are considered program income and are subject to the terms of the grant contract/property agreement.



- 
- j. Written property management policies and practices shall be included in the application.
4. New construction, reconditioning or remodeling of an industrial or commercial building owned by an eligible grantee or sub-recipient for which the building will be leased to a business. The project assisted business must document the creation or retention of jobs. In order to be eligible the following conditions and documentation must be completed and met:
- a. If required by Commerce, a fair market rent analysis must be prepared to demonstrate the rents are comparable to similar land or real estate in the area. Typically, rent payment must be at fair market value for the locality.
  - b. An ASTM Phase I Environmental Assessment or 3<sup>rd</sup> party real estate inspection.
  - c. Proof of Ownership of Record for the real estate.
    - 1. Title Insurance Policy
    - 2. Warranty Deed (or other Deed form)
    - 3. Deed of Trust (when trustee involved)
  - d. Copy of the Lease Agreement.
  - e. A Program Income Re-use Commitment Letter shall be developed and included in the application.
  - f. Grant assisted construction must be general in nature and not specific to the business' criteria. Leasehold improvements are not an allowable RCIF expense.
  - g. If required by Commerce, a deed restriction or restrictive covenants may be placed on the land or real estate to ensure the continued ownership and use of property remain RCIF eligible.
- Note: The sale of RCIF assisted or improved land or real estate cannot occur without Commerce approval. Sale of the property must be at the appraised value and monies received are considered program income and are subject to the terms of the grant contract/property agreement.
- h. Written property management policies and practices shall be included in the application.
5. Administrative Activities. Payment of reasonable administrative costs related to the planning and implementation of grant activities, including the management, coordination and monitoring of activities necessary for the completion of successful grant projects. This shall not exceed five percent of the RCIF.
6. Design Professional Services. Payment of reasonable design professional services related to a construction project that meets all RCIF requirements.
7. Mixing Eligible and Ineligible Activities. A public facility eligible for RCIF assistance may be funded even if it is part of a multiple-use building containing ineligible uses if:
- a. The eligible portion of the building is a designated area of the building;
  - b. The applicant can determine the costs attributable to the eligible use or eligible portion of the facility as distinct from the overall costs of the facility;

8. Allowable Costs in Application. An applicant who is submitting an application in any grant category may be reimbursed for some of the administrative or engineering costs incurred after the submission of the RCIF grant application. No such expenses incurred will be reimbursed unless a grant is awarded. Such expenses are the responsibility of the applicant if a grant is not awarded. Any such administrative costs become part of and cannot exceed the five percent limitation on administrative costs of the grant.

## B. Ineligible Activities

As a general rule, any activity not authorized in these rules is ineligible to receive RCIF funds. This section identifies two areas that are ineligible and provides guidance in determining eligibility of other activities frequently associated with economic development. The following activities may not be carried out using RCIF funds:

1. General Conduct of Government. Assistance to buildings, or portions thereof, used predominantly for the general conduct of government. Such buildings include, but are not limited to, city halls and other headquarters of government where the governing body of the recipient meets regularly, courthouses, jails, police stations, and other state or local government office buildings. Also ineligible are school buildings, school offices, and university and college vocational-technology facilities.
2. Local Government Expenses. Operating and maintenance expenses required to carry out the regular responsibilities of the unit of general local government are not eligible for assistance with RCIF funds.
3. Political Purposes. RCIF funds shall not be used to finance facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.
4. Churches. Assistance may not be used for construction, rehabilitation, and removal of architectural barriers for the operation of active churches or structures used for religious purposes.
5. Equipment. The purchase of equipment with RCIF funds is generally ineligible. The purchase of equipment, fixtures, motor vehicles, furnishings or other personal property, which is not an integral structural fixture, is generally ineligible. RCIF funds may not be used to purchase such items for use by a grantee or its sub-recipients in the administration of activities assisted with RCIF funds.
6. Operation and Maintenance Expenses. Payment of operating and maintenance expenses. As a general rule, any expense associated with repairing, operating, or maintaining public facilities and services is ineligible. Examples of ineligible operating and maintenance expenses are maintenance and repair of streets, water and sewer facilities are ineligible costs. Examples of maintenance and repair activities for which RCIF funds include: the filling of pot holes in streets, repairing of cracks in sidewalks, payment of salaries for staff, utility costs.

## C. Change Use of Real Property

1. A grantee shall not change the use or beneficiaries of real property, without the approval of Commerce. These standards shall apply from the date of closing on the real property (when title and funds are transferred) until **ten years** after grant closeout.
2. The grantee shall follow a citizen participation process to provide affected citizens reasonable notice and opportunity to comment on any proposed changes. If, after consultation with affected citizens, the grantee determines to change the use of the real property to a use which is an Ineligible Use, the grantee shall reimburse Commerce's RCIF program the fair market value of the property. The reimbursement shall be the prorated share of the RCIF funds initially paid for the property plus any RCIF funding improvements. The fair market value shall be established by an appraisal. After receipt of the reimbursement to the RCIF program, the real property is no longer subject to RCIF.

## D. Conflict of Interest

The RCIF Program is subject to Idaho Code 59-701 – 705, as amended. It is the policy of the RCIF Program that the grant management shall be conducted in an equitable manner and those public funds shall be expended in a fair, efficient and effective manner. Therefore every effort should be made to assure the public that no conflicts of interest exist in the management of the program funds and that those cases that do occur from time to time shall be disclosed and that appropriate actions have been taken to avoid and abstain from conflict of interest situations.

## E. Grant Closeout and Audit Requirements

Grant closeout will be in accordance with the state requirements and shall be completed using the forms contained in this handbook. Grantees may require sub-recipients to provide audits conducted according to applicable state laws, regulations and standards.

## F. Sanctions Involving Grantees

Commerce is responsible for determining when a RCIF grantee has or has not complied with all appropriate requirements of this rule.

Commerce will evaluate the appropriateness of sanctions on a case by case basis. However, Commerce will endeavor to allow the grantee the opportunity to propose a workable and timely resolution of matters found to be in non-compliance. In determining the level of sanctions, Commerce may decide to use any one or a combination of the following sanctions:

1. Letter of warning to the grantee requiring immediate corrective actions;
2. Withholding of unexpended grant funds until compliance is achieved;
3. Cancellation of unexpended grant funds and termination of the grant contract;
4. Require all accumulated or future program income to be reimbursed to Commerce;
5. Require the grantee to pursue appropriate legal remedies;
6. Require the grantee to reimburse the state an appropriate amount with funds recovered from appropriate legal remedies;
7. Require all accumulated or future program income to be transferred to another approved activity or project;

8. Prohibit a grantee from participating in the RCIF program for a period of time determined by Commerce;
9. Prohibit a grantee from participating in certain activities with RCIF funds or program income; and
10. Require a grantee to reimburse Commerce the full amount of the RCIF funds that are not in compliance with RCIF rules, the grant contract and the assurances.

### **Chapter 1: Overview**

#### **Rural Community Investment Fund Program (RCIF)**

The intent of this program is to provide state funded block grants to benefit rural communities and areas by providing or improving public infrastructure systems that enable communities to retain or create jobs.

Eligible applicants are:

- Cities with a population generally less than twenty-five (25,000) in population. Cities contiguous to large cities (>25,000) are not eligible to apply.
- Counties with less than twenty-five (25,000) population. However, any county may apply for an unincorporated community for projects that have a measurable rural benefit and the sole beneficiary of the project cannot be a large city.
- Indian tribes may apply if the project site is located on reservation land and within a community of less than 25,000 or the project has a measurable rural benefit and the sole beneficiary of the project cannot be a larger city.

The three eligible applicants may sub-grant Rural Community Investment Fund (RCIF) funds to an eligible and the Idaho Department of Commerce (Commerce) approved sub-recipient.

Eligible RCIF activities include:

Construction or expansion of public infrastructure or publicly regulated utilities or infrastructure; acquisition of land or real estate by an eligible grantee or sub-recipient for purpose of leasing to a business; and new construction, reconditioning, or remodeling of an industrial or commercial building owned by an eligible grantee or sub-recipient for which the building will be leased to a business.

Grant limits are \$50,000 to \$500,000. However, recent budget allocations have limited total RCIF funding to \$400,000 annually. To be competitive, local match is necessary but there is no required percentage.

Applications will be evaluated on their impact to distressed areas, benefits of the project, community support, and the project's feasibility. A public hearing is required to be held before submission of the application. Applications will be accepted four times a year – the third Monday in March, June, September and December. Applications are evaluated by staff and the Economic Advisory Council (EAC).

This manual is created to identify the rules of the RCIF program and to direct a community on how to prepare an application for RCIF funds. Application forms are located at the Commerce website at [www.commerce.idaho.gov](http://www.commerce.idaho.gov)

Chapter 2 identifies who is eligible to receive RCIF funds, the threshold factors, and the type of activities that are eligible. The chapter further explains other applicable program rules.

Chapter 3 explains the process of meeting the RCIF procurement process for hiring a grant administrator, design professional (architect or engineer) construction contractor or supply and delivery contract. Boilerplate forms and contract attachments are included in this chapter.

Chapter 4 explains the application process. It describes how to submit your application, hold the required public hearings, format the application, and how and who reviews the application. It also provides the role of the Economic Advisory Council, which is an important component of the application review.

Chapter 5 contains two parts, A and B. Part A provides the instructions on how and what needs to be included in the application. It covers specifically the information that will be reviewed by staff. Part B contains the forms. It identifies how the application should be structured and includes the forms that need to be filled out. (Forms to be filled out are available at <http://commerce.idaho.gov/communities/community-grants/rural-community-block-grant-rcbg>)

Chapter 6 contains the Financial Forms and Closeout Forms. These are the forms the Grantee will need to fill out and submit to Commerce in order to be reimbursed for work completed and closeout the RCIF project.

If you are interested in applying for a RCIF, check the Commerce website at [www.commerce.idaho.gov](http://www.commerce.idaho.gov) or contact a regional community development specialist at (208) 334-2470. The following page identifies the region and the specialist who represents that region.

**Region I - II - Tony Tenne**

[tony.tenne@commerce.idaho.gov](mailto:tony.tenne@commerce.idaho.gov)  
208-780-5147

**Region III - IV - Dennis Porter**

[dennis.porter@commerce.idaho.gov](mailto:dennis.porter@commerce.idaho.gov)  
208-287-0782

**Region V - VI - VII - Sharon Deal**

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208-287-0774

**James Varner**

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208-287-3151

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**Chapter 6: Financial and Closeout Forms**

Introduction – This chapter contains the instructions and forms necessary to submit a request for payment and project closeout. The forms include:

- Request for Funds,
- Signature Authorization form,
- Progress report,
- Disbursement report and
- Closeout documents.



**Rural Community Investment Fund Request for Funds Form****Instructions – Request for Funds**

- Contract Number: Enter the RCIF number on the front page of the grant contract.
- Billing Period: The two calendar dates for the beginning and the ending of the report period. The beginning date should match the ending date of the previous Request for Funds.
- Date of Request: The date the report is prepared by the contact person.
- Request Number: The Request for Funds should be numbered consecutively.
- Column 1: **Budget Categories:** Enter the item name as shown on the most current RCIF contract budget.
- Column 2: **RCIF Budget:** Enter the dollar amount for each line item as shown on the most current RCIF contract budget or approved contract amendment.
- Column 3: **Total RCIF Funds Disbursed to Date:** Enter, by line item, the total of all RCIF funds disbursed to date.
- Column 4: **Current Request for Funds:** This should be the amount of costs incurred and bills that the grantee has approved for payment this pay period.

**Idaho Rural Community Investment Fund Program  
Request for Funds**

Contract No.	Grantee Name	Billing Period	Request Number
			Date of Request
	<b>RCIF Budget</b>	<b>Total RCIF Funds Disbursed to Date</b>	<b>Current Request for RCIF funds</b>
Administration			
Engineering			
Construction			
<b>TOTALS</b>			

Certification of Chief Elected Officer: I certify that the above data is correct and that expenditures shown have been made for the purposes of and in accordance with applicable contract terms and conditions. The funds requested are for reimbursement of actual expenditures during the report period.

Signature _____	Typed Name _____	Title _____	



Request for Funds Authorized Signatures

Part I: Grant Number and Address

1. Address for Payment:

\_\_\_\_\_

2. Grant Number:

\_\_\_\_\_

Part II: Authorized Signatures

3. Authorized Signature (1)

\_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name and Title

4. I certify the signature(s) above are of the individuals authorized to draw payments for the cited contracts.

\_\_\_\_\_

Signature of Chief Elected Official

\_\_\_\_\_

Printed Name and Title

\_\_\_\_\_

Date

Return this form to:  
Idaho Department of Commerce  
700 West State Street  
P. O. Box 83720  
Boise, ID 83720-0093

**Instructions**

It is Commerce's intent that the **Request for Funds** be signed by the Chief Elected Official. In the event it is necessary to authorize another individual to sign the request, the signature form must first be filled out and returned to Commerce. The approved signor should notify the Chief Elected Official each time a Request for Funds is submitted.



Rural Community Investment Fund Progress Report

Grantee:		Sub-recipient:	Report No.:
Grant No.	Report Period: From _____ To _____	Design Professional: Identify current phase <input type="checkbox"/> Design Phase <input type="checkbox"/> Bidding Phase <input type="checkbox"/> Construction Phase <input type="checkbox"/> Post Construction Phase	
Construction Status: Narrative on construction activities (max 3 sentences). Attach photos if available.			
Percentage of construction complete _____%			

**Instructions:** Identify the date that the activity was completed and the date the documentation was sent to Commerce. If activity has not yet been completed leave blank. Checklist is to identify that specific steps are met, but it does not replace the directions in the RCIF manual.

<b>GRANT ADMIN AND DESIGN PROFESSIONAL PROCUREMENT</b>	Execution Date	Date submitted to Commerce
Grant Admin Contract (if applicable):		
Design Professional Contract with RCIF attachment:		

<b>CONSTRUCTION PROGRESS</b> All documents must be sent even if RCIF funds are not expended on construction.	Execution Date	Date submitted to Commerce
Construction bid document review certification:		
Invitation to Bid (published) Notices:		
Bid Tabulations:		
Bid Form (from lowest responsive and responsible bidder)		
Bid Bond (required if bid over \$200,000)		
Preconstruction Conference – minutes and checklist		
Notice to Proceed:		
Insurance Certification (commercial general liability, worker's comp, and automobile liability)		
Construction Contract:		
Performance Bond and Payment Bond (required if bid over \$200,000)		
Certificate of Substantial Completion:		

**CERTIFICATION:**

I, the undersigned, do hereby certify that the above information contained in this report, including the attached disbursement report, is correct and accurately reflects the progress and status of the grant project.

\_\_\_\_\_  
Signature of Grant Administrator / Consultant

\_\_\_\_\_  
Date

**DISBURSEMENT REPORT**

Request for Funds this Period: \$ \_\_\_\_\_ Request for Funds # \_\_\_\_\_

Date Received	Date Deposited	Date Disbursed	Check #	Amount	To Whom





### Rural Community Investment Fund Closeout Forms

Instructions and forms necessary to document the jobs created and or retained as well as the forms necessary to close out the grant with the Idaho Commerce. The forms included are company Job Creation information form, final performance report, final financial report, and closeout agreement.

For Closeout, the Grantee will need to provide two complete copies of the final performance, final financial, and closeout agreement with original signatures.

1. Two signed\* originals of the Closeout Agreement
2. Two signed\* originals of the Final Performance Report
3. Two signed\* originals of the Final Financial Report  
Includes the following attachments:
  - current disbursement report,
  - final progress report, and
  - final RCIF Request for Funds.

**\*Note: All documents must be signed by the chief elected official. Upon Commerce approval of the Closeout Documents one original will be maintained by Commerce, one original will be returned to the Grantee, and copies will be electronically sent to the Grant Administrator.**



**Closeout Agreement**

This Agreement made by and between Idaho Department of Commerce (IDC) and the \_\_\_\_\_ sets forth for the final conditions associated with the closeout of the RCIF grant project RCIF-\_\_\_\_\_ that has been completed pursuant to the grant agreement dated \_\_\_\_\_ and any applicable amendments.

The \_\_\_\_\_ agrees as follows:

- All records and documents pertaining to this grant will be maintained for a period of four (4) years after execution of this closeout agreement.
- To submit to IDC their independent financial audit for fiscal year 20\_\_\_\_\_

IDC maintains the right to conduct future monitoring of this grant, either on site or by review of information or copies of documents requested from the \_\_\_\_\_. The \_\_\_\_\_ acknowledges that a finding of noncompliance resulting from such a review and failure to take appropriate corrective actions may require the \_\_\_\_\_ to repay IDC any disallowed costs based on the monitoring and/or audits.

Idaho Department of Commerce

\_\_\_\_\_  
Grantee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dennis J Porter

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**Final Performance Report**

**Grantee:** \_\_\_\_\_

**Contract Number:** \_\_\_\_\_

**Prepared By:** \_\_\_\_\_

**Date** \_\_\_\_\_

**Project Activities:**

Provide a detailed narrative of completed activities. Provide a detailed narrative paragraph (at least 1/3 page) for the completed activities:

Grant Administration: (at a minimum identify the RFP process and timelines, proposals submitted, evaluation of proposals, highest rank proposal, when contract was executed).

Design Professional: (at a minimum identify the RFP process and timelines, proposals submitted, evaluation of proposals, highest rank proposal, when contract was executed).

Construction: (at a minimum identify the Invitation to Bid process and timelines, how many bids received, the selected bidder, dates of the award notice, contract, and notice to proceed. Identify number of change orders, total contract amount, and date of certificate of substantial completion).

**Project Benefits:**

**Construction Scope of Work** (Provide narrative of the scope of work completed.)

**Job Benefits**

Describe the benefits (paid vacation, sick leave, training, health insurance, etc.)

Identify (✓) fringe benefits provided by the employer or business(es)

- Sick Leave
- Vacation Leave
- Health Insurance
  - Medical
  - Dental
  - Vision
  - Prescription
- Retirement Program (requires employer contribution)
  - Pension
  - IRA
  - 401(k)
  - Other (describe : \_\_\_\_\_)

**Attach - Company Job Information form.**



**CERTIFICATION:**

I, the undersigned, do hereby certify that the information contained in this report is true and correct and accurately reflects the accomplishments of the grant project.

\_\_\_\_\_  
**Signature of Chief Elected Official**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

### Financial Report

Grantee: \_\_\_\_\_ Contract Number: \_\_\_\_\_

Prepared By: \_\_\_\_\_ Date \_\_\_\_\_

#### I. Matching Funds

- A. Match Expenditure** – In the table below, please list those matching funds identified in the grantee's RCIF contract or latest contract amendment.

Source of Funds	Amount Pledged	Actual Spent	Difference
EDA Grant			
Federal Grant			
ITD Grant			
State Grant			
Foundation Grant			
Local Cash/Bond/Loans			
Local In-Kind			
Volunteer			
Donations			
Other			
Total			

- B. Match Expenditure Differences** – If applicable, list by item those matching sources not fully spent and explain why the funds were not fully expended.

- C. Volunteer/In-Kind/Force Account** – If applicable, describe the processes used to track and value the labor used.



**II. Final Payment Request**

Step One            Fill out the standard RCIF Request for Funds form and in the request number box write FINAL and attach it to this report.

Step Two            If the grantee plans to close the grant with unexpended grant funds, please type the amount to be returned in Section V of this report.

**III. Certification of Grantee**

It is hereby certified that all activities undertaken by the GRANTEE with funds provided under the contract agreement number \_\_\_\_\_ have, to the best of my knowledge, been carried out in accordance with the contract; that proper provision has been made by the GRANTEE for the payment of all unpaid costs and any unsettled third-party claims; that the Idaho Department of Commerce is under no obligation to make any further payment to the GRANTEE under the contract in excess of the amount identified in "Final Request for Funds" dated \_\_\_\_\_, hereof; and that every statement and amount set forth in this document is true and correct as of this date.

\_\_\_\_\_  
Signature of Chief Elected Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title of Chief Elected Official

**IV. Idaho Department of Commerce**

The completion of the grant is hereby approved; therefore, I authorize de-obligation of the unutilized RCIF funds in the amount of \$\_\_\_\_\_.

\_\_\_\_\_  
Signature of Commerce Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

**Company Job Information Form**

**Company Name:** \_\_\_\_\_ (Company Name) \_\_\_\_\_

**RCIF Grant Number:** RCIF- \_\_\_\_\_

<b>Reporting Period</b> <b>From:</b> _____ (Date) <b>To:</b> _____ (Date)
---------------------------------------------------------------------------------

	Name	Job Classification		Hire Date	Full-time or part-time
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					

Certification of Accurate Information: I certify that the above information is accurate and correct, based upon the company's personnel and financial records.

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date



## **Chapter 6: Financial and Closeout Forms**

Introduction – This chapter contains the instructions and forms necessary to submit a request for payment and project closeout. The forms include:

- Request for Funds,
- Signature Authorization form,
- Progress report,
- Disbursement report and
- Closeout documents.

**Rural Community Investment Fund Request for Funds Form****Instructions – Request for Funds**

- Contract Number: Enter the RCIF number on the front page of the grant contract.
- Billing Period: The two calendar dates for the beginning and the ending of the report period. The beginning date should match the ending date of the previous Request for Funds.
- Date of Request: The date the report is prepared by the contact person.
- Request Number: The Request for Funds should be numbered consecutively.
- Column 1: **Budget Categories:** Enter the item name as shown on the most current RCIF contract budget.
- Column 2: **RCIF Budget:** Enter the dollar amount for each line item as shown on the most current RCIF contract budget or approved contract amendment.
- Column 3: **Total RCIF Funds Disbursed to Date:** Enter, by line item, the total of all RCIF funds disbursed to date.
- Column 4: **Current Request for Funds:** This should be the amount of costs incurred and bills that the grantee has approved for payment this pay period.

**Idaho Rural Community Investment Fund Program  
Request for Funds**

Contract No.	Grantee Name	Billing Period	Request Number
			Date of Request
	<b>RCIF Budget</b>	<b>Total RCIF Funds Disbursed to Date</b>	<b>Current Request for RCIF funds</b>
Administration			
Engineering			
Construction			
<b>TOTALS</b>			

Certification of Chief Elected Officer: I certify that the above data is correct and that expenditures shown have been made for the purposes of and in accordance with applicable contract terms and conditions. The funds requested are for reimbursement of actual expenditures during the report period.

Signature _____	Typed Name _____	Title _____



Request for Funds Authorized Signatures

Part I: Grant Number and Address

1. Address for Payment:

\_\_\_\_\_

2. Grant Number:

\_\_\_\_\_

Part II: Authorized Signatures

3. Authorized Signature (1)

\_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name and Title

4. I certify the signature(s) above are of the individuals authorized to draw payments for the cited contracts.

\_\_\_\_\_

Signature of Chief Elected Official

\_\_\_\_\_

Printed Name and Title

\_\_\_\_\_

Date

Return this form to:  
Idaho Department of Commerce  
700 West State Street  
P. O. Box 83720  
Boise, ID 83720-0093

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## Rural Community Investment Fund Progress Report

Grantee:		Sub-recipient:	Report No.:
Grant No.	Report Period: From _____ To _____	Design Professional: Identify current phase <input type="checkbox"/> Design Phase <input type="checkbox"/> Bidding Phase <input type="checkbox"/> Construction Phase <input type="checkbox"/> Post Construction Phase	
Construction Status: Narrative on construction activities (max 3 sentences). Attach photos if available.			
Percentage of construction complete _____%			

**Instructions:** Identify the date that the activity was completed and the date the documentation was sent to Commerce. If activity has not yet been completed leave blank. Checklist is to identify that specific steps are met, but it does not replace the directions in the RCIF manual.

<b>GRANT ADMIN AND DESIGN PROFESSIONAL PROCUREMENT</b>	Execution Date	Date submitted to Commerce
Grant Admin Contract (if applicable):		
Design Professional Contract with RCIF attachment:		

<b>CONSTRUCTION PROGRESS</b> All documents must be sent even if RCIF funds are not expended on construction.	Execution Date	Date submitted to Commerce
Construction bid document review certification:		
Invitation to Bid (published) Notices:		
Bid Tabulations:		
Bid Form (from lowest responsive and responsible bidder)		
Bid Bond (required if bid over \$200,000)		
Preconstruction Conference – minutes and checklist		
Notice to Proceed:		
Insurance Certification (commercial general liability, worker's comp, and automobile liability)		
Construction Contract:		
Performance Bond and Payment Bond (required if bid over \$200,000)		
Certificate of Substantial Completion:		

**CERTIFICATION:**

I, the undersigned, do hereby certify that the above information contained in this report, including the attached disbursement report, is correct and accurately reflects the progress and status of the grant project.

\_\_\_\_\_  
Signature of Grant Administrator / Consultant

\_\_\_\_\_  
Date

**DISBURSEMENT REPORT**

Request for Funds this Period: \$ \_\_\_\_\_ Request for Funds # \_\_\_\_\_

Date Received	Date Deposited	Date Disbursed	Check #	Amount	To Whom



### Rural Community Investment Fund Closeout Forms

Instructions and forms necessary to document the jobs created and or retained as well as the forms necessary to close out the grant with the Idaho Commerce. The forms included are company Job Creation information form, final performance report, final financial report, and closeout agreement.

For Closeout, the Grantee will need to provide two complete copies of the final performance, final financial, and closeout agreement with original signatures.

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2. Two signed\* originals of the Final Performance Report
3. Two signed\* originals of the Final Financial Report  
Includes the following attachments:
  - current disbursement report,
  - final progress report, and
  - final RCIF Request for Funds.

**\*Note: All documents must be signed by the chief elected official. Upon Commerce approval of the Closeout Documents one original will be maintained by Commerce, one original will be returned to the Grantee, and copies will be electronically sent to the Grant Administrator.**



**Closeout Agreement**

This Agreement made by and between Idaho Department of Commerce (IDC) and the \_\_\_\_\_ sets forth for the final conditions associated with the closeout of the RCIF grant project RCIF-\_\_\_\_\_ that has been completed pursuant to the grant agreement dated \_\_\_\_\_ and any applicable amendments.

The \_\_\_\_\_ agrees as follows:

- All records and documents pertaining to this grant will be maintained for a period of four (4) years after execution of this closeout agreement.
- To submit to IDC their independent financial audit for fiscal year 20\_\_\_\_\_

IDC maintains the right to conduct future monitoring of this grant, either on site or by review of information or copies of documents requested from the \_\_\_\_\_. The \_\_\_\_\_ acknowledges that a finding of noncompliance resulting from such a review and failure to take appropriate corrective actions may require the \_\_\_\_\_ to repay IDC any disallowed costs based on the monitoring and/or audits.

Idaho Department of Commerce

\_\_\_\_\_  
Grantee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dennis J Porter

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





**Final Performance Report**

**Grantee:** \_\_\_\_\_

**Contract Number:** \_\_\_\_\_

**Prepared By:** \_\_\_\_\_

**Date** \_\_\_\_\_

**Project Activities:**

Provide a detailed narrative of completed activities. Provide a detailed narrative paragraph (at least 1/3 page) for the completed activities:

Grant Administration: (at a minimum identify the RFP process and timelines, proposals submitted, evaluation of proposals, highest rank proposal, when contract was executed).

Design Professional: (at a minimum identify the RFP process and timelines, proposals submitted, evaluation of proposals, highest rank proposal, when contract was executed).

Construction: (at a minimum identify the Invitation to Bid process and timelines, how many bids received, the selected bidder, dates of the award notice, contract, and notice to proceed. Identify number of change orders, total contract amount, and date of certificate of substantial completion).

**Project Benefits:**

**Construction Scope of Work** (Provide narrative of the scope of work completed.)

**Job Benefits**

Describe the benefits (paid vacation, sick leave, training, health insurance, etc.)

Identify (✓) fringe benefits provided by the employer or business(es)

- Sick Leave
- Vacation Leave
- Health Insurance
  - Medical
  - Dental
  - Vision
  - Prescription
- Retirement Program (requires employer contribution)
  - Pension
  - IRA
  - 401(k)
  - Other (describe : \_\_\_\_\_)

**Attach - Company Job Information form.**



**CERTIFICATION:**

I, the undersigned, do hereby certify that the information contained in this report is true and correct and accurately reflects the accomplishments of the grant project.

\_\_\_\_\_  
**Signature of Chief Elected Official**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

### Financial Report

Grantee: \_\_\_\_\_ Contract Number: \_\_\_\_\_

Prepared By: \_\_\_\_\_ Date \_\_\_\_\_

#### I. Matching Funds

- A. Match Expenditure** – In the table below, please list those matching funds identified in the grantee's RCIF contract or latest contract amendment.

Source of Funds	Amount Pledged	Actual Spent	Difference
EDA Grant			
Federal Grant			
ITD Grant			
State Grant			
Foundation Grant			
Local Cash/Bond/Loans			
Local In-Kind			
Volunteer			
Donations			
Other			
Total			

- B. Match Expenditure Differences** – If applicable, list by item those matching sources not fully spent and explain why the funds were not fully expended.

- C. Volunteer/In-Kind/Force Account** – If applicable, describe the processes used to track and value the labor used.

**II. Final Payment Request**

Step One            Fill out the standard RCIF Request for Funds form and in the request number box write FINAL and attach it to this report.

Step Two            If the grantee plans to close the grant with unexpended grant funds, please type the amount to be returned in Section V of this report.

**III. Certification of Grantee**

It is hereby certified that all activities undertaken by the GRANTEE with funds provided under the contract agreement number \_\_\_\_\_ have, to the best of my knowledge, been carried out in accordance with the contract; that proper provision has been made by the GRANTEE for the payment of all unpaid costs and any unsettled third-party claims; that the Idaho Department of Commerce is under no obligation to make any further payment to the GRANTEE under the contract in excess of the amount identified in "Final Request for Funds" dated \_\_\_\_\_, hereof; and that every statement and amount set forth in this document is true and correct as of this date.

\_\_\_\_\_  
Signature of Chief Elected Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title of Chief Elected Official

**IV. Idaho Department of Commerce**

The completion of the grant is hereby approved; therefore, I authorize de-obligation of the unutilized RCIF funds in the amount of \$\_\_\_\_\_.

\_\_\_\_\_  
Signature of Commerce Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

**Company Job Information Form**

**Company Name:** \_\_\_\_\_ (Company Name) \_\_\_\_\_

**RCIF Grant Number:** RCIF- \_\_\_\_\_

Reporting Period					
		From: _____ (Date) _____			
		To: _____ (Date) _____			
	Name	Job Classification		Hire Date	Full-time or part-time
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					

Certification of Accurate Information: I certify that the above information is accurate and correct, based upon the company's personnel and financial records.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

