

STATE OF IDAHO
DEPARTMENT OF LANDS



KOOTENAI VALLEY 2020 ROAD MAINTENANCE
REQUEST FOR QUOTE NO. 20-225-92922018
DUE BEFORE 1:00:00 PM MT ON MARCH 19, 2020

**STATE OF IDAHO
DEPARTMENT OF LANDS
REQUEST FOR QUOTE 20-225-92922018**

KOOTENAI VALLEY 2020 ROAD MAINTENANCE

RESPONSES DUE BEFORE 1:00 PM MT MARCH 19, 2020

The purpose of this Request for Quote (RFQ) package is to solicit quotes for the efficient completion of the general road maintenance work outlined in the attached project descriptions and contract documents.

QUESTIONS:

Questions pertaining to RFQ specifications must be submitted in writing via email to Patsi Shandera at pshandera@idl.idaho.gov. The deadline for receiving questions is 1:00 P.M., MT, Monday, March 9, 2020. Only questions answered by written amendment are binding. Oral interpretations have no legal effect. Unofficial communication streams are not binding and at your own risk. Responses to questions received will be posted as an addendum on the IDL website at www.idl.idaho.gov. Verbal questions will not be accepted.

INSTRUCTIONS:

All price quotes will be entered on the attached Schedule A. The signed Schedule A may be returned to either the Email or physical address listed below along with the completed Qualifications and Experience Worksheet. Idaho Department of Lands shall award the Purchase Order to the qualified Supplier submitting the lowest responsible and responsive quote. In the case of math errors, the PRICE PER UNIT will be correctly extended and the corrected TOTAL EXTENDED AMOUNT will be the basis for award.

RFQ DEADLINE AND DELIVERY REQUIREMENTS:

Quotes must be received by the Idaho Department of Lands at either the physical address or email address listed below **before 1:00 PM MT on MARCH 19, 2020**. The Department of Lands is not responsible for lost or undelivered quotes or for failure of the United States Postal Service or any courier service to deliver quotes to the Idaho Department of Lands by the RFQ deadline. The Idaho Department of Lands assumes no responsibility for failure of any electronic submission process, including any computer or other equipment to deliver all or a portion of the Quote at the time, or to the location, required by the Solicitation. The date and time of electronically received Quotes, to the Idaho Department of Lands email address listed below, will be used to determine if electronically submitted Quotes were received by the due date and time specified. **Late quotes will not be accepted. Fax quotes will not be accepted.**

Delivery Address:

Idaho Department of Lands
ATTN: Patsi Shandera, Senior Buyer
300 N 6th Street, suite 103

OR

pshandera@idl.idaho.gov

A Quote submitted using "Express/Overnight" services must be shipped in a separate sealed inner envelope identified as stated below and enclosed inside the "Express/Overnight" shipping envelope.

Quotes mailed in a sealed envelope are to be marked in the lower left-hand corner and emailed quotes are to be marked in the subject line with the following information:

Sealed Quote For: RFQ # 20-225-92922018 KOOTENAI VALLEY 2020 ROAD MAINTENANCE Responses due Before: 1:00 PM MT ON MARCH 19, 2020

IDAHO DEPARTMENT OF LANDS

GENERAL INFORMATION

ADDENDA

It will be the respondent's responsibility to check for any addenda prior to submitting a quote. In the event it becomes necessary to revise any part of the solicitation documents, addenda will be made available. Information given to a respondent will be available to all other respondents if such information is necessary for purposes of submitting a quote or if failure to give such information would be prejudicial to uninformed respondents.

BURDEN OF PROOF

ANY VARIATIONS of brand names or deviations from the specifications MUST BE CLEARLY STATED. It shall be the responsibility and burden of the submitting vendor to furnish the State WITH ITS ORIGINAL SUBMISSION sufficient data to determine if the goods or services offered conform to the specifications.

ORAL INFORMATION

The State will not be responsible for any verbal or oral information regarding this solicitation.

DISQUALIFICATION AND AWARD INFORMATION

The state reserves the right to make reasonable inquiry to determine the responsibility of a contractor. Such requests may include but not be limited to financial statements, credit ratings, statements of experience and past performance, references, etc. Successful contractors must show to the satisfaction of the Idaho Department of Lands that they have sufficient equipment and work crews to complete the work contracted by the time specified. The unreasonable failure of a contractor to promptly supply information in connection with such a request is reason for disqualification. Except as otherwise provided by law, information furnished by the contractor pursuant to this provision may not be disclosed outside the Idaho Department of Lands without prior written consent of the Contractor. Disqualification of a high-ranking contractor may be pursued when their reputation, experience or references are such as to create a doubt about satisfactory job completion or if the quote submitted is considerably below Department estimates and the other quotes. The purchasing agent will contact the contractor and request that they disqualify themselves by withdrawing in writing. If the contractor refuses to withdraw, the purchasing agent may notify the contractor in writing or email that the Department will not offer the contractor a contract and proceed with an award to the next responsible vendor..

PARTNERSHIPS

Vendors responding as partners must furnish the Idaho Department of Lands the name of the partnership, names of the partners, and the partnership's federal taxpayer ID number. All payments will be made to the partnership.

INTERNAL REVENUE SERVICES REPORTING REQUIREMENT

IRS rules and regulations require employers to submit a miscellaneous income form (IRS form 1099) for all contractual persons who receive \$600 or more in a calendar year. Incorporated firms are exempt from this reporting requirement. The contractor's taxpayer identification number (Social Security or employer number) must be listed on the signature page of the contract.

PUBLIC RECORDS

The Idaho Public Records Law, Idaho Code Sections 74-101 through 74-126, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a state or local agency regardless of the physical form or character. ALL, OR MOST (there are exceptions), OF THE INFORMATION CONTAINED IN YOUR RESPONSE TO THE STATE'S SOLICITATION WILL BE A PUBLIC RECORD SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS LAW.

WORKERS COMPENSATION INSURANCE

All persons working for the State under any contract of hire, expressed or implied, must be covered by worker's compensation insurance. (Reference Title 72, Idaho Code).

Any contractor who hires employees to accomplish the contracted work must provide a certificate of worker's compensation insurance.

The Department of Lands may pay worker's compensation insurance premiums on behalf of the contractor if the contractor has no employees and, except for the provisions in this contract, is not otherwise required to carry worker's compensation insurance. The contractor must indicate they do not carry worker's compensation by checking the appropriate statement on the response form. The cost of the premium will be tallied in the quote evaluation so that a contractor paying worker's compensation premiums is not penalized. In no event will the premium be paid to the contractor.

Example:	<p>Contractor #1 quote total = \$8,000.00 Contractor does not provide worker's compensation</p> <p>Contractor #2 quote total = \$9,000.00 Contractor provides worker's compensation</p>
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The following procedure will be used to evaluate the quotes without worker's compensation. (EXAMPLE – ALL RATES ARE EXAMPLES ONLY) Quotes times applicable worker's compensation rate times current department of Lands' percentage reduction rate added to quote.

<p>Contract #1 <u>Worker's Class Rate</u> \$8,000.00 x rate \$31.00 per/100</p>	x	<p><u>Reduction Rate</u> <u>Premium Amt</u> 67.5 = \$1,674.00 Plus bid amount <u>+8,000.00</u> Total bid price \$9,674.00</p>
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Contract #2 would be the successful respondent and furnish a certificate to the Idaho Department of Lands.

PREFERENCES

Section 67-2349, Idaho Code, requires application of a preference in determining which contractor submitted the lowest responsible quote. If the contractor who submitted the lowest quote is domiciled in a state which has a preference law that penalizes Idaho

domiciled contractors, then the State must apply a preference. The penalty applied to out-of-state contractors competing against Idaho contractors is determined by the penalty applied by the contractor's domiciliary state to its out-of-state contractors.

In determining domicile, the following "rule of thumb" will be used: Corporations – the state in which the corporation is chartered or incorporated; Sole proprietor or partnership – the state in which the permanent headquarters of the business is located.

A contractor domiciled outside the boundaries of the state of Idaho may be considered as an Idaho domiciled contractor provided that there exists for a period of one year preceding the date of the quote a significant Idaho economic presence as defined herein. A significant Idaho economic presence shall consist of the following: (a) That the contractor maintains in Idaho fully staffed offices, or fully staffed sales offices or divisions, or fully staffed sales outlets, or manufacturing facilities, or warehouses or other necessary related property; and (b) if a corporation, that it be registered and licensed to do business in the state of Idaho with the Office of the Secretary of State.

REJECTION OF QUOTES AND CANCELLATION OF SOLICITATION

Prior to the issuance of a contract, the State shall have the right to accept or reject all or any part of a quote when: (i) it is in the best interests of the State of Idaho; (ii) the quote does not meet the minimum specifications; (iii) the quote is not the lowest responsible quote; (iv) a finding is made based upon available evidence that a respondent is not responsible or is otherwise incapable of meeting specifications or providing an assurance of ability to fulfill contract requirements; or (v) the item offered deviates to a major degree from the specifications, as determined by the State (minor deviations, as determined by the State, may be accepted as substantially meeting the quote requirements of the State of Idaho). Deviations will be considered major when such deviations appear to frustrate the competitive solicitation process or provide a respondent an unfair advantage. Prior to the issuance of a contract, the State shall have the right to reject all quotes or to cancel a solicitation or request for quotes. Cancellation may be for reasons that include but are not limited to: (i) inadequate or ambiguous specifications; (ii) specifications have been revised; (iii) property is no longer required; (iv) there is a change in requirements; (v) all quotes are deemed unreasonable or sufficient funds are not available; (vi) quotes were not independently arrived at or were submitted in bad faith; (vii) it is determined that all requirements of the solicitation process were not met; (viii) insufficient competition; or (ix) it is in the best interests of the state of Idaho.

AWARD PROCEDURES

For contracts with a total value of \$100,000 or less, the State will email all respondents within five (5) business days following the solicitation closure of its intent to award a contract(s) and the party(ies) to whom the contract(s) will be awarded and will then email a contract award to the successful respondent(s).

For contracts with a total value of more than \$100,000, the State will notify all respondents within five (5) business days following the solicitation closure, by mail and/or email, of its intent to award a contract and the party(ies) to whom the contract will be awarded. After elapse of the five (5) day appeal period, if no appeals are received, the State will award a contract to the successful respondent(s).

Respondents to whom a contract has been awarded will have fourteen (7) calendar days from the mailing date of the award notice to return to the State a signed copy of the contract along with the required certificates of insurance. If the State does not receive

such documents within the specified time period, the State may declare, at its sole discretion, that all respondent's rights to the contract are forfeited, and the State may proceed without further delay or notice to award the contract to the next low respondent.

**STATE OF IDAHO
DEPARTMENT OF LANDS**



KOOTENAI VALLEY 2020 ROAD MAINTENANCE

CONTRACT NO. 20-225-92922018

CONTRACTOR NAME

STATE OF IDAHO
DEPARTMENT OF LANDS

KOOTENAI VALLEY 2020 ROAD MAINTENANCE
CONTRACT NO. 20-225-92922018

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**STATE OF IDAHO
DEPARTMENT OF LANDS**

**KOOTENAI VALLEY 2020 ROAD MAINTENANCE
CONTRACT NO. 20-225-92922018**

THIS CONTRACT is by and between the STATE OF IDAHO, acting through the DEPARTMENT OF LANDS on behalf of the Idaho State Board of Land Commissioners, hereafter referred to as the "STATE," and _____, hereafter referred to as the "CONTRACTOR."

1. DEFINITIONS AND TERMS

- a. Attachments: The attached project description(s), work supplement(s), work agreement(s), exhibit(s), map(s), and other labeled references are a part of this contract and any special terms therein are binding upon all parties.
- b. Contract: This duly executed written agreement between Idaho Department of Lands (IDL) and the Contractor resulting from the solicitation, which shall include these Terms and Conditions, the Statement of Work, the Cost Proposal, and all attachments thereto.
- c. Contracting Officer: The IDL employee with the authority to enter into, administer, modify, and/or terminate this contract, and make related determinations and findings. The Contracting Officer is responsible for handling the contractual relationship with the contractor.
- d. Contracting Officer Representative (COR): The designated Department of Lands representative, *also referred to as the Forester-in-Charge (FIC)*, who will provide daily technical oversight to the contractor and ensure the contractor performs according to the Scope of Work. The COR cannot modify the stated terms of the contract unilaterally or direct the contractor to perform work not specified in the contract. Only the Contracting Officer and the Contractor can do so bilaterally.
- e. Contractor: The individual or business who has been awarded this Agreement to furnish goods or services for a certain price.
- f. Contractor's Representative: The Contractor's representative, authorized in writing to act on the Contractor's behalf and to be present on the area at nearly all times. This person must be able to speak English fluently for satisfactory communication with the Contracting Officer Representative.
- g. Crew: May be one or more individuals performing work under this contract.
- h. Forester-in-Charge (FIC): The designated Department of Lands representative, *also referred to as the Contracting Officer Representative (COR)*, who will provide daily technical oversight to the contractor and ensure the contractor performs according to the Scope of Work. The FIC cannot modify the stated terms of the contract unilaterally or direct the contractor to perform work not specified in the contract. Only the Contracting Officer and the Contractor can do so bilaterally.
- i. Idaho State Department of Lands (IDL): Acceptable and legal reference to the Idaho Department of Lands for the purposes of this contract.
- j. Pre-work Conference: The meeting between the COR and Contractor about specifics of the contract administration.
- k. Property: Goods, services, parts, supplies and equipment, both tangible and intangible, including, but not exclusively, designs, plans, programs, systems, techniques and any rights and interest in such property.
- l. Procurement Manager or Purchasing Agent: The Contracting Officer for IDL.

- m. Scope of Work: Detailed outline of the location, project description, timeline, and deliverables.
- n. Services: Includes services performed, workmanship, and materials furnished or utilized in the performance of services, including any deliverables.
- o. State of Idaho Board of Land Commissioners or Land Board: The State Board of Land Commissioners (Land Board) is comprised of Idaho's Governor, Secretary of State, Attorney General, Superintendent of Public Instruction, and State Controller. The Land Board serve as the trustees for more than 2.4 million acres of state endowment trust lands in Idaho, with the IDL acting as the administrative arm of the Board, carrying out the executive directives necessary to meet the mandated Constitutional charge codified in Article IX Section 8 of the Idaho Constitution. The Land Board also oversees the work of the IDL in its regulatory and assistance duties, and in managing Idaho's public trust lands.
- p. Unit: A distinct area designated on the ground with specified boundaries. For purposes of this Contract, the unit(s) are found in the project description(s) and are shown on the project maps.

2. REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

In order to induce the State to execute this Contract and recognizing that the State is relying thereon, the Contractor, by executing this Contract, makes the following express representations to the State:

- 2.1 The Contractor is fully qualified to act as the Contractor and shall maintain any and all licenses, permits, or other authorizations necessary to perform as the Contractor.
- 2.2 The Contractor has become familiar with the project sites and the local conditions under which the Contract is to be performed particularly in correlation to the requirements of the Contract.
- 2.3 The Contractor has received, reviewed, compared, studied and carefully examined all of the documents which make up the Contract documents, including maps and specifications, and any addenda, and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient to perform the Scope of Work. Such review, comparison, study and examination shall be a warranty that the Contractor believes that the documents are complete and as described except as reported.
- 2.4 The Contractor warrants that the period of performance is a reasonable period for performing the Work.
- 2.5 The Contractor warrants to the State that all labor furnished shall be competent to perform the tasks undertaken; materials and equipment furnished under the Contract will be new and of high quality unless otherwise required or permitted by the Contract documents; that the Work will be complete, of high quality and free from defects not inherent in the quality required or permitted; and that the Work will strictly conform to the requirements of the contract documents. Any Work not strictly conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse by the State or its representatives, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the State, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall survive the completion of the Contract and final payment to the Contractor.

3. CONTRACT RELATIONSHIP

It is distinctly and particularly understood and agreed between the parties that this Contract does not create an employer/employee relationship. Furthermore, the State is in no way associated or

otherwise connected with the performance of any service under this contract on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of this Contract, and solely and personally liable for all labor, taxes, insurance, any required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this Contract, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, indemnify and hold the State harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under this Contract. The State does not assume liability as an employer.

4. ANTIDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Acceptance of this Contract binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964 in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 703 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 U.S.C. Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Action of 1990, are also incorporated into this Contract. The Contractor shall comply with pertinent amendments to such laws made during the term of the Contract and with all federal and state rules and regulations implementing such laws. The Contractor must include this provision in every subcontract relating to purchases by the State to insure that subcontractors and vendors are bound by this provision.

5. CONTRACTOR RESPONSIBILITY

The Contractor shall be required to assume responsibility for production and delivery of all material and services included in this Contract, whether or not the Contractor is the manufacturer or producer of such material or services. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of goods or services.

6. REGISTRATION WITH SECRETARY OF STATE AND SERVICE OF PROCESS

a. Contractor must independently verify whether it is required by Idaho law to register its business entity or assumed business name with the Idaho Secretary of State and, if required to do so, must remain in good standing during the term of this Contract.

b. Regardless of its registration with the Idaho Secretary of State, and in addition to any methods of service allowed by Idaho law, Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested, at its last known address. Contractor must notify the State in writing of any change of address to which service of process can be made. Service shall be completed upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor shall have thirty calendar days after completion of service in which to respond.

7. SUBCONTRACTING

Unless otherwise allowed by the State in this Contract, the Contractor shall not, without written

approval from the State, enter into any subcontract relating to the performance of this Contract or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of responsibility for the professional and technical accuracy and adequacy of the work. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the contract by Contractor's subcontractor or its sub-subcontractor.

8. STATE OF IDAHO MINIMUM WAGE LAW

It will be the responsibility of the Contractor to fully comply with Section 44-1502, Idaho Code, regarding minimum wage.

9. TAXES

If the Contractor is required to pay any taxes incurred as a result of doing business with the State, it shall be solely and absolutely responsible for the payment of those taxes.

10. AFFIDAVIT OF COMPLIANCE

The Contractor, upon completion of the project work, must furnish the State with a notarized affidavit (See Attachment 5) stating that:

- a. At least the minimum Idaho wage was paid.
- b. There was compliance with all labor laws.
- c. All debts incurred as a result of this contract were paid.
- d. Any further claims against the State under this contract are relinquished, pending payment for services rendered.

11. LICENSES, PERMITS & FEES

The Contractor shall, without additional expense to the State, obtain all required licenses and permits and pay all fees necessary for executing provisions of this Contract unless specifically stated otherwise herein.

12. SAVE HARMLESS

The Contractor shall protect, indemnify, and save the State harmless from and against any damage, cost, or liability including reasonable attorney's fees for any or all injuries to persons, property or claims for damages arising from any acts or omissions of the Contractor, its employees, or subcontractors.

13. OFFICIALS, AGENTS AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.

14. RISK OF LOSS

Risk of loss and responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under this Contract.

15. INSURANCE

- a. The Contractor shall obtain and retain in force for the duration of this Contract, the following forms of insurance written by an insurance company having a Best's rating of AV or better and be licensed and admitted in Idaho. The Contractor shall furnish the State with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for written notice to the State upon cancellation or material change of any insurance referred to therein. All policies shall be endorsed to include the State of Idaho, its departments, agents, officials, and employees as additional insureds and shall protect the Contractor and the State from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under this Contract whether such operations be by the Contractor, his employees, subcontractors, agents, or guests. All policies shall contain waiver of subrogation coverage or endorsements. Failure of the State to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the State to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this Contract. The Contractor shall provide certified copies of all insurance policies required within ten (10) days if requested by the State.

(1) Commercial General Liability Insurance

Contractor shall maintain commercial general liability insurance with a combined single limit of not less than \$1,000,000 each occurrence. The commercial general liability shall be written on an International Organization of Standardization (ISO) occurrence form or a substitute form approved by the Contracting Officer and shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

(2) Automobile Insurance

The Contractor shall maintain automobile liability insurance which shall provide a minimum \$1,000,000 combined single limit per occurrence and shall include coverage for owned, non-owned, and hired automobiles.

(3) Worker Compensation

The Contractor shall maintain worker's compensation insurance in amounts as required by statute in all states in which the Contractor performs work, and employer's liability insurance with a limit of \$100,000 Bodily Injury by Accident each Accident; \$100,000 Bodily Injury by Disease – each employee; and \$500,000 Bodily Injury by Disease – Policy Limit.

- b. By requiring insurance herein, the State does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to the State in this Contract.
- c. The Contractor shall require all subcontractors utilized in performance of this Contract to provide certificates of insurance to the State evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs.

16. ASSIGNMENTS

The Contractor shall not assign a right or delegate a duty under this Contract without the prior written consent of the State.

17. APPOINTMENT OF REPRESENTATIVES

The State shall, at any given time, designate a COR of the operation. The Contractor shall designate an individual, in writing, who shall be responsible for proper compliance with all Contract provisions which apply to the operation and who will be available on the site at all reasonable times for consultation with the COR.

18. PROHIBITED CONTRACTS

No member of the legislature or officer or employee of any branch of the state government shall directly themselves, or by any other person execute, hold or enjoy, in whole or in part, any contract or agreement made or entered into by or on behalf of the State, if made by, through or on behalf of the department in which they are an officer or employee or if made by, through or on behalf of any other department unless the same are made after competitive bids. (Idaho Code Section 67-9230(2)).

19. GOVERNING LAW

This Contract shall be construed in accordance with, and governed by the laws of the State of Idaho. Any action to enforce the provisions of this Contract shall be brought in State district court in Ada County, Boise Idaho. In the event any term of the Contract is held to be invalid or unenforceable by a court, the remaining terms of this Contract will remain in force.

20. SAFETY INFORMATION

The Contractor assumes full responsibility for the safety of his employees, equipment and supplies. All safety training is the responsibility of the Contractor.

All chemicals, equipment and materials proposed and/or used in the performance of this Contract must conform to the standards required by the William-Steiger Occupational Safety and Health Act of 1970. Contractor must furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous material at the time of delivery.

21. USE OF THE STATE OF IDAHO NAME

Contractor agrees that it will not, prior to, in the course of, or after performance under this contract, use the State's name in any advertising or promotional media as a customer or client of Contractor without the prior written consent of the State.

22. OWNERSHIP

All information furnished to the Contractor for its use pursuant to this Contract shall belong to the State and shall be returned to the State in good order upon completion of the Contract or upon the State's request. All documents, reports, and any other data developed by the Contractor for the State in the performance of this Contract shall become the property of the IDL. The State shall retain exclusive rights of ownership to all work produced by the Contractor under this Contract.

23. APPROPRIATION BY LEGISLATURE REQUIRED

It is understood and agreed that the State is a government entity and this Contract shall in no way or manner be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this contract in whole or in part (or any order placed under it) if, in its judgment, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho

State Legislative appropriations and, in some instances, direct federal funding.

24. FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. If reasonably possible, the Contractor shall make every reasonable effort to complete performance as soon as possible.

25. ENTIRE AGREEMENT

This Contract, with the State's Invitation to Bid, Request for Proposal or Request for Quotation, including any addenda (such deemed incorporated by reference) and the vendor's response, to the extent it is not in conflict with the specifications or the States terms and conditions (such document deemed incorporated by reference), constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals or quotations, both oral and written, discussions, representations, commitments, and all other communications between the parties. Where terms and conditions specified in the State's documents or the Contractor's response differ from those specifically stated in this Contract, the terms and conditions of this Contract shall apply.

26. CONTRACT TERMINATION

a. TERMINATION FOR CAUSE WITH NOTICE

1. The occurrence of any of the following events shall be an Event of Default under this Contract:
 - a. A material breach of any term or condition of this Contract; or
 - b. Any representation or warranty by Contractor in response to the Solicitation or this Contract proves to be untrue or materially misleading; or
 - c. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - d. Any default specified in another section of this Contract.
2. The State may terminate the Contract (or any order issued pursuant to the Contract) when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days. If the Contract is terminated for default or non-compliance, the Contractor will be responsible for any costs resulting from State's placement of a new Contract and any damages incurred by the State, as a result of the default. The State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.
3. Upon written notice of default, Contractor shall be in breach of its obligations under this Contract and the State shall have the right to exercise any or all of the following remedies:

- a. Exercise any remedy provided by law or equity;
- b. Terminate this Contract and any related Contracts or portions thereof;
- c. Impose liquidated damages as provided in this Contract;
- d. Suspend Contractor from receiving future bid solicitations;
- e. Suspend Contractor's performance;
- f. Withhold payment until the default is remedied.

b. TERMINATION FOR CAUSE WITHOUT NOTICE

The State shall not be required to provide advance written notice or a cure period and may immediately terminate this Contract in whole or in part for an Event of Default if the State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Contract.

c. TERMINATION FOR CONVENIENCE

1. The State may terminate this Contract for its convenience in whole or in part, if the State determines it is in the State's best interest to do so.
2. After receipt of a notice of termination for convenience, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
 - a. Stop work.
 - b. Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
 - c. Terminate all subcontracts to the extent they relate to the work terminated.
 - d. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts.
3. Unless otherwise set forth in the Solicitation, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:
 - a. The Contract price for Deliverables or services accepted by the State and not previously paid for; and
 - b. The total of:
 - i. The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to

Deliverables or services paid or to be paid;

- ii. The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
 - iii. Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.
4. The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

d. **TERMINATION FOR FISCAL NECESSITY**

The State is a government entity and it is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations. The Legislature is under no legal obligation to make appropriations to fulfill this Contract. This Contract shall in no way or manner be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this Contract in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available, or if the State discontinues or makes a material alteration of the program under which funds were provided. The State shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable. All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the Contractor. Further, in the event of non-appropriation, the State shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom.

27. PERFORMANCE OF THE CONTRACTOR

Failure of the Contractor to commence operations as mutually agreed upon by the Contractor and the State, to maintain the required production rate, to complete operations as prescribed herein, or failure to meet other terms of the contract, shall give the State the right to terminate the Contract. Such termination shall not affect any rights of the State for recovery of damages from any payment for services due Contractor or from any bond hereinbefore provided for in any action at law or in equity.

28. MODIFICATION

This Contract may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

29. PUBLIC RECORDS

Pursuant to Idaho Code Section 74-101 through 74-126, information or documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. The Contractor shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. The State will not accept the marking of an entire document as exempt. In addition, the State will not accept a legend or statement on

one (1) page that all, or substantially all, of the document is exempt from disclosure. The Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate individual documents as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.

30. CONFIDENTIAL INFORMATION:

Pursuant to this Contract, Contractor may collect, or the State may disclose to Contractor, financial, personnel or other information that the State regards as proprietary, confidential or exempt from disclosure ("Confidential Information"). Confidential Information shall belong solely to the State. Contractor shall use such Confidential Information only in the performance of its services under this Contract and shall not disclose any Confidential Information to any third party, except with the State's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction, and then only upon timely notice to the State. The State may require that Contractor's officers, employees, agents or subcontractors separately agree in writing to the obligations contained in this section or sign a separate confidentiality agreement. Confidential Information shall be returned to the State upon termination of this Contract. The confidentiality obligation contained in this section shall survive termination of this Contract. Confidential Information shall not include data or information that:

- a. Is or was in the possession of Contractor before being furnished by the State, provided that such information or other data is not known by Contractor to be subject to another confidentiality agreement with or other obligation of confidentiality to the State;
- b. Becomes generally available to the public other than as a result of disclosure by Contractor; or
- c. Becomes available to Contractor on a non-confidential basis from a source other than the State, provided that such source is not known by Contractor to be subject to a confidentiality agreement with or other obligation of confidentiality to the State.

31. NON-WAIVER

The failure of any party at any time, to enforce a provision of this Contract shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Contract, any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

32. NO WAIVER OF SOVEREIGN IMMUNITY

In no event shall this Contract or any act by the State, be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for IDL. This section applies to a claim brought against the State only to the extent Congress has appropriately abrogated the State's sovereign immunity and is not consent by the State to be sued in federal court, or a waiver of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

33. ATTORNEYS' FEES

In the event suit is brought or an attorney is retained by any party to this Contract to enforce the terms of this Contract or to collect any moneys due hereunder, the prevailing party shall be entitled

to recover reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith in addition to any other available remedies.

34. TRASH CLEANUP

The Contractor shall be responsible for picking up and properly disposing of all trash generated as a result of this Contract at the end of each day. This includes any camps made by Contractor personnel. Cleanup shall be done to the satisfaction of the COR and shall not affect any rights of the State for the recovery of costs of the cleanup.

35. CAMPING ON STATE LAND

Contractor personnel may, with written approval from the State, camp during the Contract period on State land. Such camping will be at the Contractor's own risk. Any camps will be made according to conditions set forth by the IDL Supervisory Area and be in compliance with State Land Board rules and regulations for fire prevention.

36. FIRE PREVENTION RESPONSIBILITIES

- a. The Contractor will adhere to the State Land Board rules and regulations which set forth fire prevention safety precautions for woods operations. Such rules and regulations are available at any IDL office. These rules and regulations will be outlined during the pre-work conference with the Contractor.
- b. The Contractor shall not build any open fires at any time of the year on the contract area without first obtaining written permission from the State.
- c. Fire spreading through the Contract area which is a result of the Contractor's operation or employees' actions shall be the liability of the Contractor.

37. GOVERNMENT REGULATIONS

The Contractor shall abide by and comply with all laws and regulations of the United States, the State of Idaho including the Forest Practice Act (Title 38, Chapters 1 and 13, Idaho Code), counties or other governmental jurisdiction wherein the work is executed insofar as they affect this contract. The Contractor will make all payments, contributions, remittances, and all reports and statements required under said laws.

Contractor guarantees that all items meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act, Consumer Product Safety Council, Environmental Protection Agency, or other regulatory agencies.

38. PAYMENTS AND COMPLIANCE

Payment(s) shall be made to the Contractor following satisfactory completion of all Contract requirements and as described in the attached project description(s). Payment(s) will be at the rate(s) set forth in Schedule A. Total Contract payments shall not exceed \$ TBD. All payments will be made according to Idaho Code Section 67-2302.

39. CONTRACT PERIOD

This Contract will become effective once signed by all parties. The Contractor and Contracting Officer Representative(s) will discuss the Contract terms, work performance requirements, and tentative work schedule. This Contract shall terminate one year from its effective date with the option to renew for two (2) additional one (1) year periods, under the same terms and conditions, unless terminated earlier by the State under any of the provisions of paragraph 26 of this Contract.

All requirements of the Contract must be satisfactorily completed by the Contract termination date.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this Contract to be executed effective this _____ day of _____, 2020, in Boise, Idaho.

IDAHO DEPARTMENT OF LANDS

CONTRACTOR NAME

By _____

By _____

Title _____

Title _____

Contractor's Social Security
or Employer Number

Taxpayer ID# (TIN)

Contractor's Phone/Contact No.

email if available

SAMPLE

ATTACHMENT 1
SPECIAL PROVISIONS
GENERAL ROAD MAINTENANCE

Unless stated otherwise, all work performed shall conform to that commonly used in the forestry profession, the IDL Forest Management Manual, and as directed by the IDL.

1. ADDITIONAL DEFINITIONS AND TERMS:

- a. Request for Service: A written description of additional work required under this contract not described in the project description or work supplement. The FIC will initiate the request and agree to in writing by the Contractor. The request will list the work required and estimate of supplies and materials need to complete the project. The Contractor and FIC will sign the request prior to starting work. Payment for work completed under a request for service will be made at the rate(s) set forth in Schedule A attached hereto. Additional equipment required and not listed on the Schedule A attachment will be hired at negotiated hourly rates not to exceed the Area's cooperative rates.

2. ITEMS TO BE FURNISHED BY THE CONTRACTOR:

- a. The Contractor will provide all equipment, pertinent materials, labor including staff supervision, fuel, and incidentals necessary to complete all provisions of this contract except as may be noted elsewhere in this contract or by the COR. The Contractor will furnish an address and telephone number where the FIC can reach the Contractor within a twenty-four (24) hour period and reply to the FIC within that twenty-four (24) hour period.
- b. The Contractor may purchase needed miscellaneous supplies (culverts, grass seed, fertilizer, straw bales, etc.) once authorized by the FIC in writing. Contractor will submit proof of purchase (original receipt) with billing as State will reimburse for actual costs.
- c. The Contractor will be required to maintain a daily log showing all labor and equipment usage (miles and hours). The daily log will also include a list of all supplies used on the project. The Contractor will provide the log to the State upon request.
- d. Other items as per the attached project description(s) or FIC.

3. ITEMS TO BE FURNISHED BY THE STATE:

- a. The State shall furnish a FIC who will be qualified to explain the objectives and expectations of the project, answer questions, provide clarification, and to conduct periodic field inspections. FIC shall be the primary IDL contact with the Contractor and shall act as the representative of IDL in all contract matters.
- b. The State will supply materials and supplies required to complete the projects unless otherwise designated. Examples of supplies that will be provided include steel culverts and associated hardware, rip rap and surfacing rock, and appropriate filter fabric as required. The state will also provide copies of State Administrative maps and project maps of specific project areas.

4. CONTRACT ADMINISTRATION:

- a. The FIC will administer the contract as required in all specifications.
- b. Disputes between the FIC and the Contractor will be resolved by the State.
- c. The FIC has the following authority in addition to that delegated in other portions of the contract:
 - 1) Decide questions of fact arising in regard to quality and acceptability of equipment to be used, materials furnished, and all work performed.
 - 2) Make recommendations for payment.

5. GENERAL ROAD STANDARDS:

Unless stated otherwise, all procedures and standards shall conform to those commonly used in the forest road building/construction/reconstruction profession, policies and procedures of the IDL, the Idaho Forest Practices Act (FPA), and as directed by the State.

The following general road standards will be followed unless otherwise designated by the FIC or in the project description. Roads should be maintained to the standards that they were constructed unless upgrading of the road is required.

a. Cut / fill and Running Surface:

- 1) Running surface width will be maintained to the original width. Usually 12 to 18 feet depending on the type of road.
- 2) Cut slopes will be 1:1.
- 3) Fill slopes will be 1 ½:1.
- 4) Running surface will be outsloped or insloped depending on the existing road design. The Contractor may also be required to change the slope of the running surface as designated by the FIC.
- 5) All running surface material shall remain on the crown of the road and not be side cast.

b. Culverts not replaced shall be free flowing with inlet and outlet clear of debris.

c. Drainage Structures:

- 1) Drainage structures will be maintained or built into the road as needed and explained in the project description or per FIC.
- 2) Cross drainage structures installed in roads shall slope diagonally out and down grade at an adequate angle to divert water from the road. Each ditch shall be cut into the roadbed, tied to the cut bank, sloped to the shoulders, open at the lower end, and capable of diverting water flow completely off the road at that point.
- 3) Drainage structure spacing shall be approximately as follows: 0-4% (road grade), 150 feet; 5-10%, 100 feet; 11% and greater, 50 feet; or as designated by the FIC.
- 4) Drainage structures in roads shall be located within 30 feet uphill of all stream crossings and/or fills except where diverted water will erode fill slopes or at locations designated by the FIC.

6. GRADING:

Roads will be graded at locations designated by the State by a request for service or as described in the project description.

- a. Work will include, grading the road surface, the berm on the outside edge shall be pulled in and incorporated into the running surface unless directed otherwise by the FIC.
- b. Inside ditches shall be opened and material shall be incorporated into road surface or disposed of as directed by the FIC.
- c. Culvert inlets opened and catch basin cleaned.
- d. Rolling dips and sediment traps maintained as directed by the FIC.
- e. Roads will be watered in conjunction with grading when needed.

- f. Culverts damaged by grading operations will be repaired or replaced at the Contractor's expense.

7. CULVERT INSTALLATION:

Culverts will be installed at locations designated by the State. Culverts will be 16 gauge, 2 2/3" x 1/2" corrugation with 12" bands or as directed by the FIC. Culverts may be purchased by the Contractor or provided by the State as stated in the Project Description or FIC. Proof of purchase (receipt) will be required with Contractors billing. All culvert installations shall comply with the following specifications unless otherwise directed by the FIC:

- a. All culvert installation will comply with IDAPA 37, Title 03, Chapter 07, Stream Channel Alteration Rules.
- b. All culverts shall be bedded in an earth foundation of uniform density that has been shaped to the desired camber and to conform to the shape of the pipe for at least ten percent of its diameter. The bedding shall afford a uniform, firm and true bed, free from projecting stones, roots, or other irregularities for a depth under the culvert of not less than one-half inch per foot height of fill over the pipe with a minimum allowable thickness of four inches.
- c. All culverts shall be so laid that the distance from the finished road surface to the top of the pipe shall not be less than 12 inches.
- d. All culverts shall be laid with separate sections joined firmly together and shall coincide closely with the existing stream channel, both in gradient and in alignment. Catch basins and riprap are required at the upper end. Splash basins with riprap are required at the lower end in cases where water will erode the fill.
- e. Any culvert which is not of true alignment, shows any undue settlement after being laid, is damaged, or is not functioning properly, shall be taken up and re-laid or replaced by the Contractor at the Contractor's expense.
- f. All culvert installation shall be done during periods of low water.
- g. Riprapping and armoring shall be completed at the time of culvert installation wherever there is potential for erosion.

8. CULVERT REMOVAL:

Culverts will be removed at locations designated by the FIC, project description, or in a request for service in a manner directed by the FIC.

- a. Trench walls shall be reshaped to a 1½:1 (horizontal to vertical) ratio and trench shall encompass bank full width of existing stream.
- b. The State requires the Contractor to remove from State site any culverts that have been designated for removal and dispose of them at a FIC approved salvage yard or appropriate location as designated by the FIC as in the case of reusable culverts.

9. ROAD ABANDONMENT:

Roads designated for abandonment work will require the following per the project description, the request for service, or FIC:

- a. Install drainage structures as explained in the project description or per FIC.
- b. Remove and dispose of culverts as designated by the FIC, reshaping disturbed areas to slopes of approximately but not steeper than 1½:1 ratio (horizontal to vertical).

10. ROAD BRUSHING AND CLEARING:

Designated roads will be cleared and brushed to allow for safe vehicle traffic clearing work will require the

following:

- a. Clear road surface of all debris as needed and cut and remove all stems which protrude or lean into the road right-of-way.
- b. Brush cut and fill slopes by removing all stems two feet in height and greater. Distance up the cut slope and down the fill slope is designated in the project description or the request for service. If not designated, clearing distances will be required that allow for safe vehicle travel and be a minimum of 10 feet from the edge of the road surface.

11. INSPECTIONS AND PAYMENT:

- a. Inspection reports will be furnished to the Contractor by the FIC so that any deficiencies may be corrected as contract work progresses.
- b. Upon satisfactory completion of specific project work agreed upon under a request for service or as described in the project description or project supplement, the Contractor will submit a detailed invoice to the IDL for payment.
- c. If work on a specific project or part thereof fails to meet contract specifications, payment will be withheld on the unsatisfactory portion. The Contractor shall, at no additional expense to the State, re-work unsatisfactory areas or parts thereof. In the event the contract is terminated for unsatisfactory performance, payment will be made as set forth in this contract for work satisfactorily completed.

Payment schedules are specified in the attached project description(s) or agreed upon in the request for service. All payments even for work agreed upon in a request for service will be made at the rate(s) set forth in Schedule A attached hereto.

**SCHEDULE A
KOOTENAI VALLEY ROAD MAINTENANCE
CONTRACT 20-225-92922018**

GENERAL ROAD MAINTENANCE

EQUIPMENT	EQUIPMENT EQUIVALENT	ESTIMATED UNIT(S) OF MEASURE		PRICE / UNIT OF MEASURE 2020	PRICE / UNIT OF MEASURE 2021	PRICE / UNIT OF MEASURE 2022
Excavator, Small* (must include a bucket with operating thumb)	Road repair, gate repair, culvert installation, road brushing	8	Hours			
Excavator, Med** (must include a bucket with operating thumb)	Road repair, gate repair, culvert installation, road brushing	75	Hours			
Excavator, Large*** (must include a bucket with operating thumb)	Road Repair	8	Hours			
Mechanical brusher	Road Brushing	1	Mile			
Dozer	D-6	5	Hours			
Grader	JD 770, 14, 14G, 140G	80	Hours			
Dump Truck	12-14 yard	25	Hours			
Transport, Dump Truck w/trailer	Mob/Dmob of heavy equipment	40	Hours			
Vibratory plate compactor/tamper	Used for compacting surface material inculvert installation.	25	Hours			
Vibratory roller	Used to compacting surface material.	25	Hours			
Labor - Non Skilled	Used for erosion control/culvert installation	40	Hours			
Labor - Skilled/Sawyer	Used for brushing roads etc.	40	Hours			
All Terrain Vehicle	Used on site for erosion control application	10	Days			
Transport	Mob/Demob of heavy equipment	40	Hours			
Support Vehicle	3/4T - 1 Ton Sevice Truck	250	Miles			
				BID \$	-	\$ -

Equipment rates are fully operated. Transport miles will be from the location designated in the project description or actual miles whichever proves less. Transport rates are paid one way. Other hour and mile rates are for on project only and do not include miles and hours to get to the site.

- * Cat 312, Komatsu 120, Kolbelco
- **Cat 320, Any other 200n series machine, Kolbelco Blade Runner
- *** Cat 330, any other 300 series machine or equivalent.

In the case of math errors, the **PRICE PER UNIT OF MEASURE** will be correctly extended and the corrected **TOTAL EXTENDED AMOUNT** will be the basis for award.

NOTE: The quantities of work to be done under this contract as set forth in Schedule A have been estimated and may not be accurate in any or all particulars. They are only for the purpose of comparing on a uniform basis the quotes offered for the work under this contract. The Contractor understands and agrees that these are estimates only and that the State shall not be responsible for any claim of profits, loss of profit or for damages because no work is ordered under certain items or because of a difference between the estimated quantities of work to be done and the actual quantities ordered by the State.

Company Name _____	Contractor's Email _____
Contractor's Name _____	Contractor's Phone _____
Mailing Address _____	Taxpayer ID # _____
Signed by _____	Contractors Signature _____
Please Print Name	
Title _____	

AVAILABLE EQUIPMENT

Show equipment available for use on this contract including transports, excavators, road graders and subcontractor equipment. Only list the equipment needed to complete the required contract work.

Equipment	
Model	
Year	
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EXPERIENCE

1. Business Experience Unique to Forest Road Maintenance

Maintenance Type	Total Years Experience	Average Yearly Production in Last 5 Years	Maintenance Type	Total Years Experience	Average Yearly Production in Last 5 Years
Culvert removal and Stream Rehabilitation			Bridge Installation		
Road Grading Native Surface with cat blade			Road Slump or Slide Repair full bench		
Culvert Installation 18" to 60"			Rolling Dip Cross Ditching Construction		
Culvert Installation greater than 60"			Gate Installation		
other			other		

Yearly Production average example, 100 miles graded, 30 culverts, 1.5 bridges per year, 4 full bench slumps per year, 12 miles of rolling dip construction, 5 gate installations.

2. Road Maintenance/Construction Contracting Experience within the past 5 years. Please indicate if any of these projects were timber sales on which you have operated as a road contractor or sub-contractor.

Landowner	Number of Projects	Short Description of work performed
Federal		
Other State		
Private		
County		
City		
Tribal		
ID Dept of Lands		

3. Logging Associations, Training, Certification

List organizations your company maintains membership with, training your company has completed, accreditations and/or certifications your company has received.

SAFETY & REGULATORY COMPLIANCE

1. List any Forest Practices Act notice of violations and unsatisfactory inspections you or your subcontractors have had within the last 24 months including date, type of violation, citation number and penalty and who you were working for at the time. Information provided will be verified with the Idaho Department of Lands.

2. List any Safety or regulatory training completed by your company in the past 24 months. Attach copies of certificates if available.

REFERENCES

1. List three (3) references from individuals, companies, or agencies with knowledge of your experience that is similar in nature to the service outline in the scope of work.

Company Name

Individual Name and Title

Address

City State

Phone Number

Company Name

Individual Name and Title

Address

City State

Phone Number

Company Name

Individual Name and Title

Address

City State

Phone Number

I/we certify that the information contained in this Statement of Qualifications and the attachments are true and correct. I also understand that all information is subject to public disclosure as defined by I.C. 74-101 through 74-126, Idaho Public Records Law.

Signature of Authorized Representative

Date

ATTACHMENT 4

KOOTENAI VALLEY 2020 ROAD MAINTENANCE

PROJECT NAME: 2020 KV Road Maintenance
PROJECT NUMBER: 20-929-220-18
SUPERVISORY AREA: Pend Oreille Lake
PROJECT LOCATION: Roads throughout Kootenai Valley Forest Protective District

TREATMENT TYPE:

This project will hire a contractor to complete road maintenance work described in the attached work supplement and as needed throughout the Kootenai Valley Forest Protective District of the Pend Oreille Lake Supervisory area. Work may include but is not limited to, road maintenance, road repair, culvert installation and removal, ditch clean out, gate and cattle guard maintenance, bridge maintenance/repair, road water baring, road grading, and barrier installation and or removal.

CONTRACT REQUIREMENTS:

Mobilization rates will be from Bonners Ferry, Idaho to the job site or actual miles, whichever proves less. Tracking/roading equipment without a transport between job sites that are close enough to allow it will be paid at ½ the operated rate. The FIC will approve in writing any mobilization prior to tracking/roading equipment between job sites.

The FIC may assign additional work through an inspection report as agreed to by the Contractor in a request for services.. The contractor will have three (3) days to respond to the request for service unless additional time is allowed by the FIC in the request.

Road maintenance work will not be permitted when either frozen soil, excessive soil moisture, or inadequate soil moisture prevents satisfactory work completion as determined by the FIC.

2020 WORK PLAN

Approximate work project locations are shown on the attached maps. Geographic coordinates for GPS use are available upon request from the Idaho Department of Lands, Pend Oreille Lake Area office. An Object ID will be used to track specific work projects. Any additional work agreed upon in a request for service will also be assigned an object ID number by the FIC.

1. Object 1A – Twentymile (Road Number 9)

Project Map 1

Grade road surface
Clean ditches and culverts

Equipment Required: Excavator, Grader

2. Object 2A – Trail Creek (Road Number 5)

Project Map 2

Clean ditches and culvert inlets/outlets

Supplies Required: Excavator, Grader, Dump Truck, Boulders

3. Object 3A – Trail Creek Slump (Road Number 5)

Project Map 3

Clear slump on the upside. End haul material to the Trail creek and 5-5.9 road junction.
Stabilize slump with boulders

Supplies Required; Excavator, Dump Truck, Boulders

4. Object 4A – Ruby Creek Grading (Road Number 6B)

Project Map 4

Grade road surface
Clean ditches and culverts

Equipment Required: Excavator, Grader

5. Object 5A – Ruby Creek Brushing and Grading (Road Number 6B)

Project Map 4

Brush road right-of-way.
Grade road surface
Clean ditches and culverts

Equipment Required: Mechanical Brusher, Excavator, Grader

6. Object 6A – Fall Creek Grading (Road Number 6)

Project Map 5

Grade road surface
Clean ditches and culverts

Equipment Required: Excavator, Grader

PAYMENT AND COMPLIANCE:

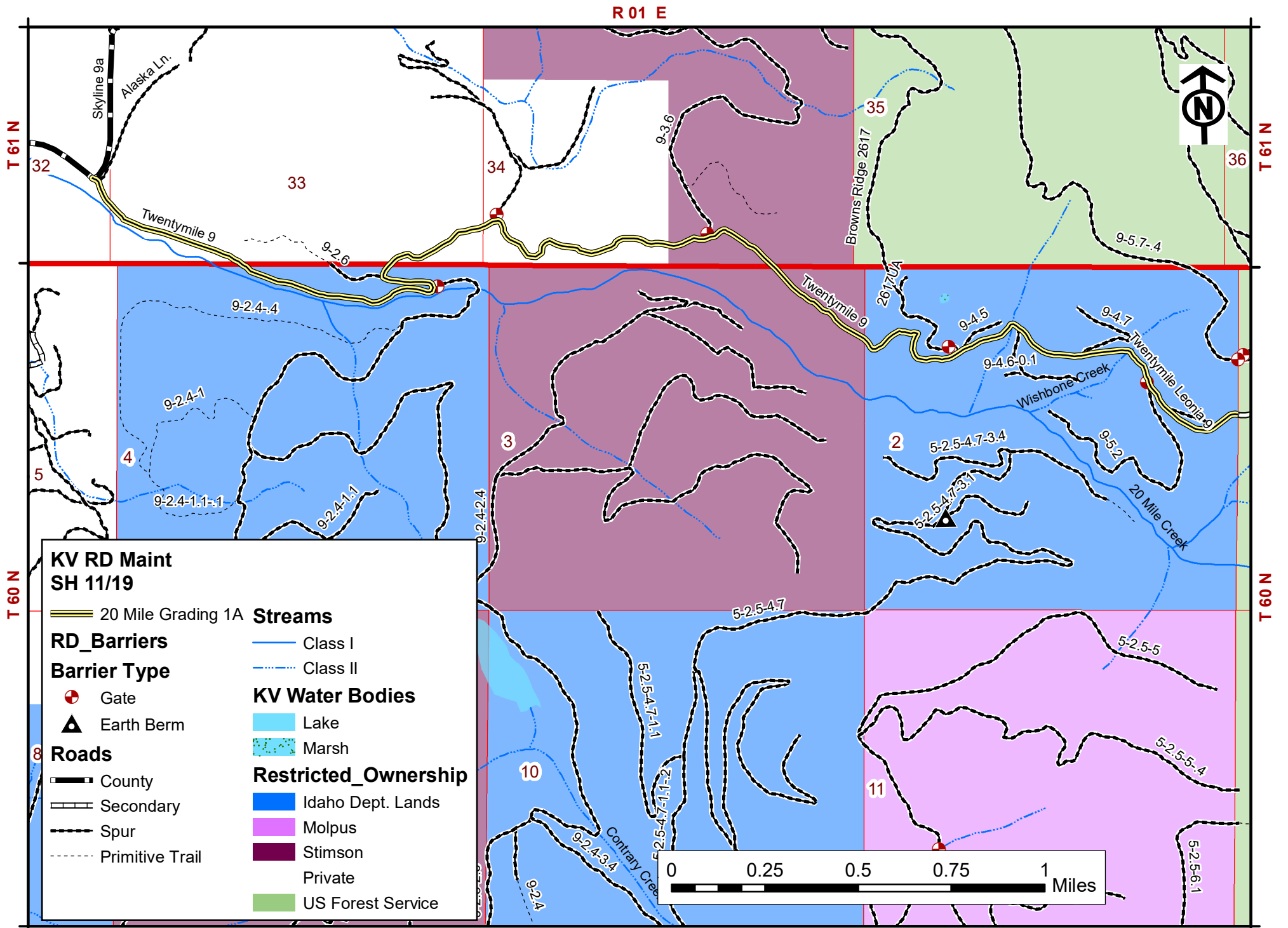
1. A payment schedule may be established in writing for larger projects.

PERIOD OF PERFORMANCE:

Contract work may commence after the Contractor has received a signed copy of the contract and has had a pre-work conference with the FIC. All work listed in the 2020 Work Plan listed above must be completed by November 1, 2020. Completion of additional work timeframes will be agreed to in the request for service.

FURTHER INFORMATION:

Supervisory area contact information will be provided with contract documents.



KV RD Maint SH 11/19

20 Mile Grading 1A

RD_Barriers

Barrier Type

- Gate
- Earth Berm

Roads

- County
- Secondary
- Spur
- Primitive Trail

Streams

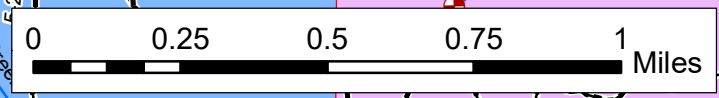
- Class I
- Class II

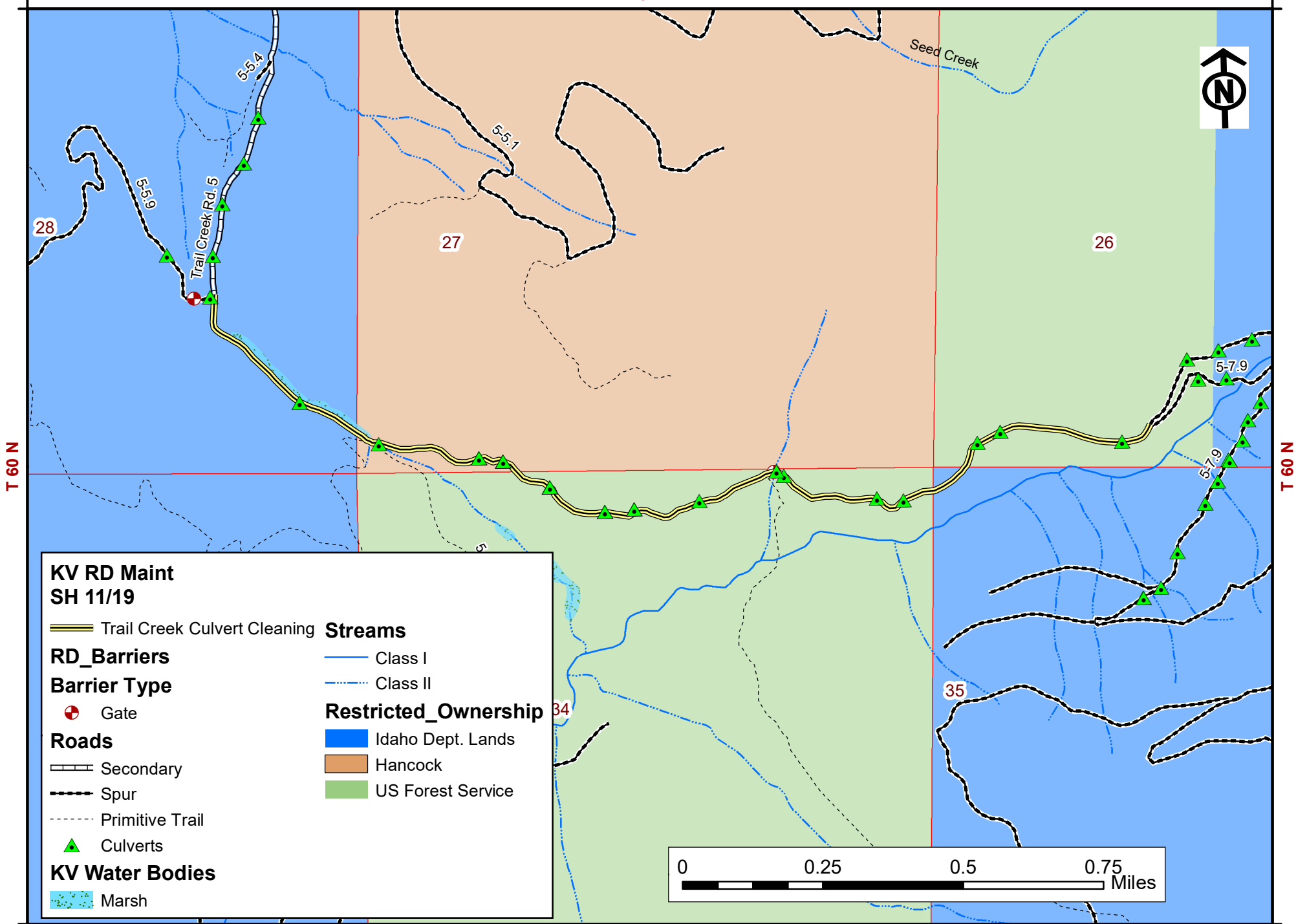
KV Water Bodies

- Lake
- Marsh

Restricted_Ownership

- Idaho Dept. Lands
- Molpus
- Stimson
- Private
- US Forest Service







KV RD Maint
SH 11/19

RD_Barriers
 Trail Creek Slump 3A
 Gate

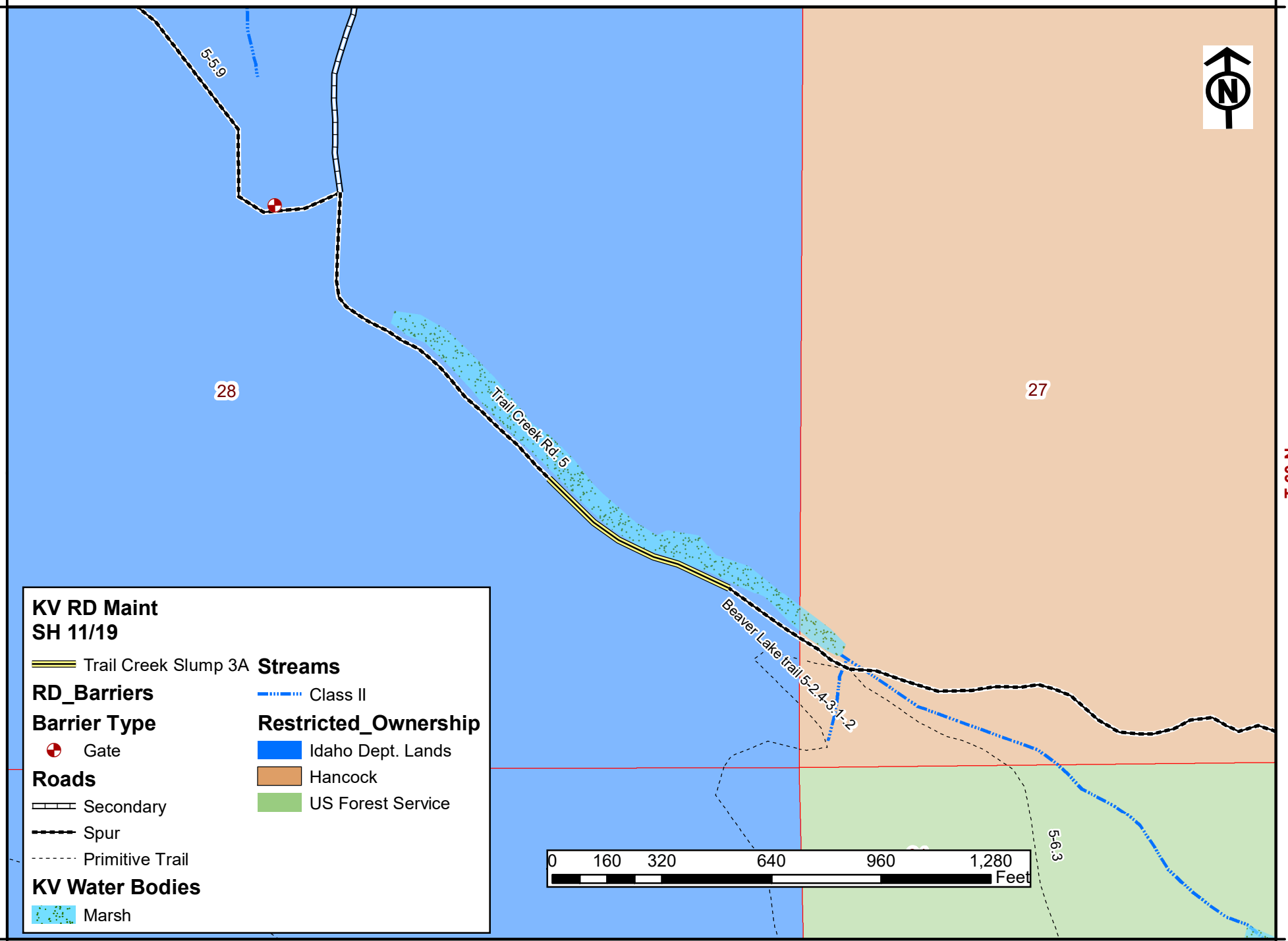
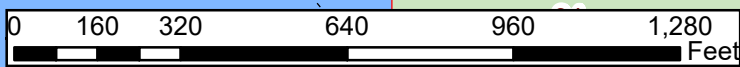
Barrier Type
 Gate

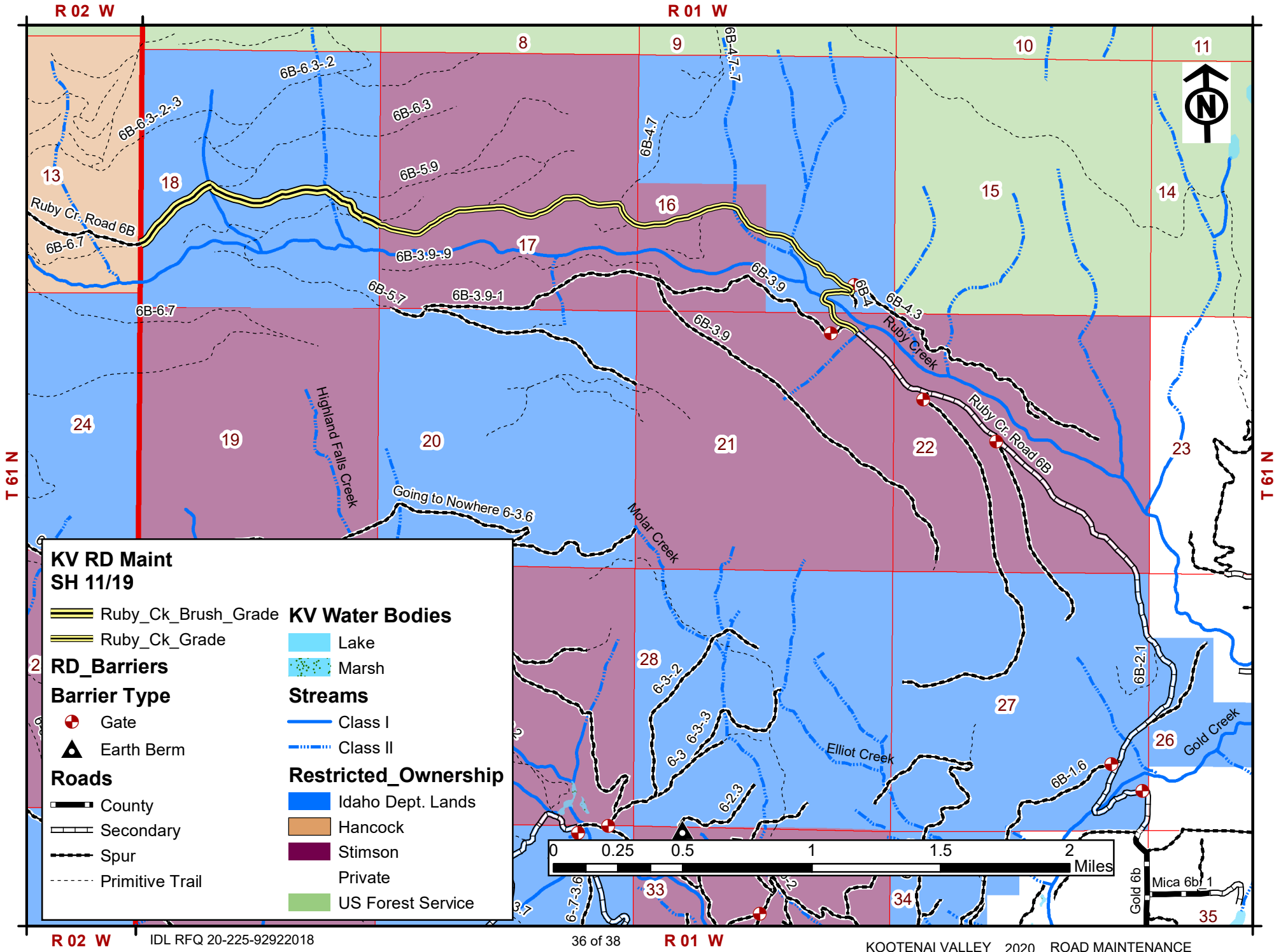
Roads
 Secondary
 Spur
 Primitive Trail

KV Water Bodies
 Marsh

Streams
 Class II

Restricted_Ownership
 Idaho Dept. Lands
 Hancock
 US Forest Service





**KV RD Maint
SH 11/19**

- Ruby_Ck_Brush_Grade
- Ruby_Ck_Grade

RD_Barriers

Barrier Type

- Gate
- Earth Berm

Roads

- County
- Secondary
- Spur
- Primitive Trail

KV Water Bodies

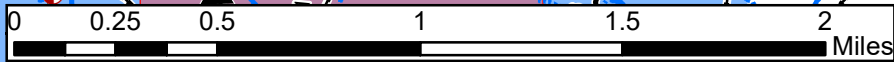
- Lake
- Marsh

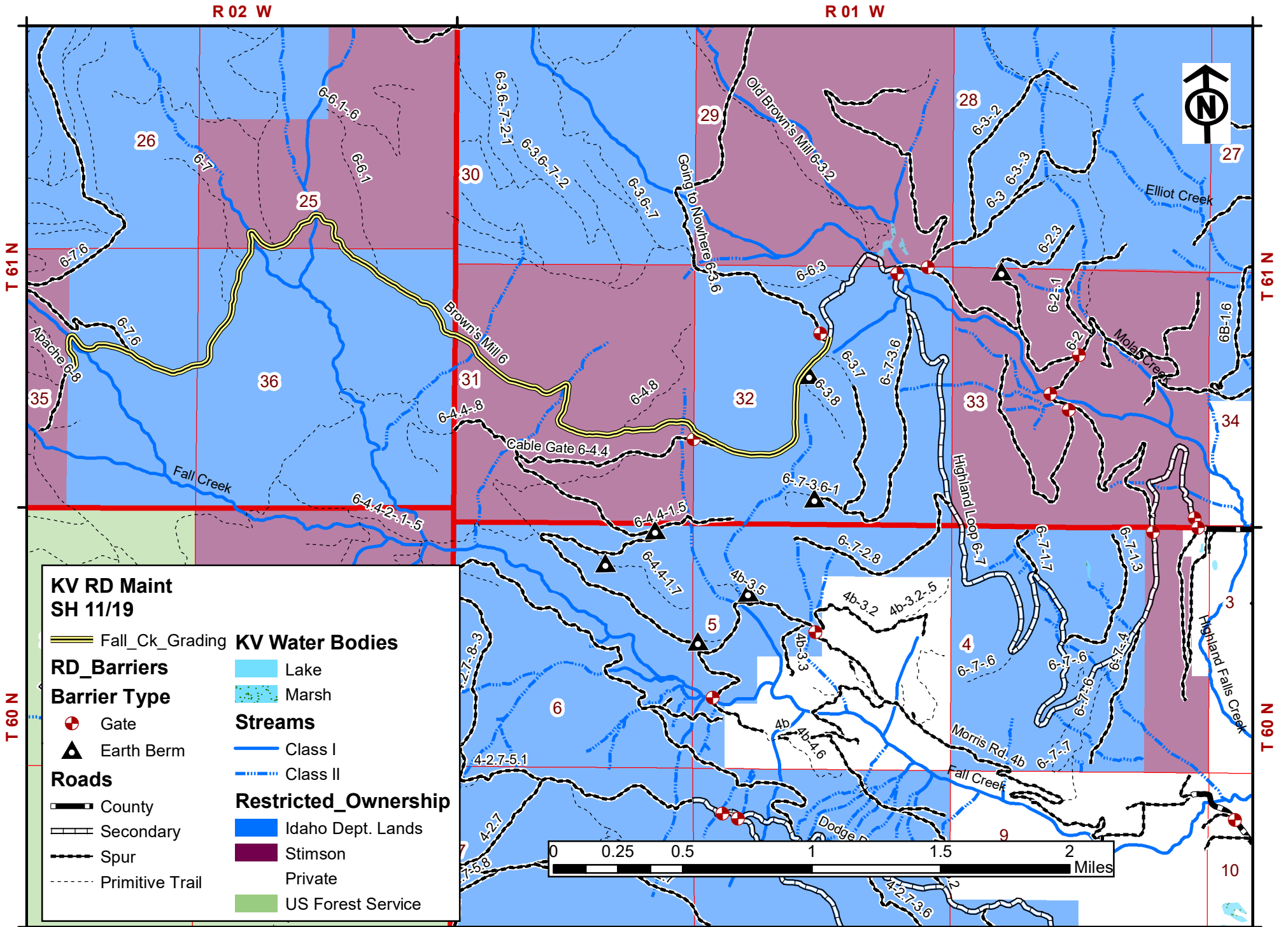
Streams

- Class I
- Class II

Restricted_Ownership

- Idaho Dept. Lands
- Hancock
- Stimson
- Private
- US Forest Service





**ATTACHMENT 5
AFFIDAVIT OF COMPLIANCE**

STATE OF)
) ss.
COUNTY OF)

TO: IDAHO DEPARTMENT OF LANDS

In conjunction with contract number (20-225), project number (20-929-220-18)

I, (_____), of (_____), do state that I:

- a) paid minimum wage;
- b) complied, to the best of my knowledge, with all labor laws;
- c) paid all debts incurred as a result of this contract; and
- d) relinquish any further claims against the State of Idaho under this contract, pending final payment for contract services rendered.

Affiant

Subscribed and sworn to me before this _____ day of _____ 20__.

Notary Public in and for _____

Residing at _____

My commission expires on _____