

Director's Office
300 N. 6th Street, Suite
103
P.O. Box 83720
Boise, ID 83720-0050
Phone (208) 334-0200



Dustin T. Miller, Director
Working Lands, Trusted Stewards
Equal Opportunity Employer

State Board of Land Commissioners
Brad Little, Governor
Phil McGrane, Secretary of State
Raúl R. Labrador, Attorney General
Brandon D Woolf, State Controller
Debbie Critchfield, Sup't Public Instruction

REGARDING: IDL RFSOQ 26-403 - ADDENDUM 1 – Statewide Bridge Inspections

- **RFP Issued: April 30, 2026**
- **Addendum 1 Issued: May 28, 2026**

Sign at the end of this document, acknowledging receipt, understanding & compliance and submit with qualifications.

This ADDENDUM 1 is sent to answer questions received, and provide clarification to IDL RFSOQ 26-403.

- 1) **QUESTION:** Is there a page limit for how long the Bridge Inspection Questionnaire Response can be once all of the information is added into the different response sections of the form?

ANSWER: There is no page limit to the submitted Questionnaire.

- 2) **QUESTION:** Can graphics be added to the Bridge Inspection Questionnaire SOQ form?

ANSWER: Yes, graphics can be inserted into the questionnaire. If needed, graphics can also be provided as an attachment.

- 3) **QUESTION:** Do we need to use the questionnaire as-is, or can we reformat it in our own program (such as InDesign)? Any font size or other requirements?

ANSWER: Documents submitted in response to this RFSOQ must use Word, PDF or Excel format. Responses should be provided using the format in the Questionnaire and must follow the same organization and be numbered accordingly.

Responses that are submitted on another file type may not be able to be opened and will not be accepted.

- 4) **QUESTION:** Can resumes be submitted as separate attachments? Do we need to include proof of certifications?

ANSWER: Yes, resumes can be submitted as separate attachments. No proof of certifications are required.

- 5) **QUESTION: Can we specify the insured on f. State of Idaho Additional Insured?**

1. Additional insureds cannot be added to the professional liability and workers' compensation policies.
2. Update to "The commercial general liability and automobile liability insurance coverage required for performance of the Contract.."

Compliance with insurance requirements.

ANSWER: IDL declines this change and the Insurance language remains as published in the Solicitation.

6) QUESTION: Clarification under g. Notice of Cancellation or Change.

1. For administrative ease.
2. Update to "Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change that no longer meets the requirements of this agreement, potential exhaustion of ..."

It provides clarity for both parties.

ANSWER: IDL declines this change and the Notice of Cancellation language remains as published in the Solicitation.

7) QUESTION: Clarify Contract Section 8h. Acceptable Insurers and Deductibles.

1. Professional liability and workers' compensation policies cannot be primary policies.
2. Update to "...The coverage provided by such policy, except professional liability and workers' compensation, will be primary to any coverage of the State on or related to the contract ..."

It provides better clarity on insurers and deductibles.

ANSWER: IDL declines this change and the Insurance language remains as published in the Solicitation.

8) QUESTION: Clarify 14. Indemnification. In order for this indemnity to be covered by the professional liability policy, this language must be added. A professional liability policies does not provide an upfront defense, but will reimburse to the extent CONTRACTOR is found negligent.

1. Attorney's fees should be reasonable.
 - a. Contractor shall indemnify, defend, and save harmless the State, its officers, agents, employees, and volunteers from and against any and all liability, claims, damages, losses, expenses, actions, settlements, reasonable attorneys' fees, and suits whatsoever to the extent caused by, arising out of, or in connection with Contractor's negligent acts or omissions under this Agreement or Contractor's failure to comply with any state or federal statute, law, regulation, or rule.

- b. Upon receipt of the State's tender of indemnity, Contractor shall immediately take all reasonable actions necessary, to begin fulfilling its obligation to indemnify and save harmless the State. However, if it is determined by a final judgment that the State's negligent act or omission is the sole proximate cause of a suit or claim, the State shall not be entitled to indemnification from Contractor with respect to such suit or claim, and the State, shall reimburse Contractor for reasonable defense costs attributable to the defense provided by any Special Deputy Attorney General appointed pursuant to section 12.d.
- c. Notwithstanding any contrary provision herein, it is hereby agreed that the Contractor's obligation to defend or to pay the defense costs of the indemnitees shall only apply if and when and to the extent that a court or other forum of competent jurisdiction has determined the percentage of Contractor's fault for the liability alleged in which case Contractor shall be obligated to pay the amount equal to the percentage of its fault that has been actually determined.
- d. Any legal defense provided by Contractor to the State under this section must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code Sections 67-1401(13) and 67-1409(1).

Necessary protective legal language added benefits both parties.

ANSWER: IDL declines this change the terms shall remain as published in the Solicitation.

9) QUESTION: Clarity on 27. Confidential Information

- 1. Contractor may be compelled to disclose CI due to law, rule or regulation in addition to the entities already included by client. CONTRACTOR cannot be required to return, destroy or alter information contained in its backup systems; however, this information will continue to be subject to this agreement.
- 2. "...Contractor shall use such Confidential Information only in the performance of its services under this Agreement and shall not disclose any Confidential Information to any third party, except with the State's prior written consent or as required by law, rule, regulation, or under a valid order of a court..." "Confidential Information shall be returned to the State upon termination of this Agreement except Confidential Information contained in Contractor's computer-backed systems pursuant to its internal records retention policies."

The State gets clarity on how confidential information is held and CONTRACTOR can keep to internal standards.

ANSWER: IDL declines this change the terms shall remain as published in the Solicitation.

10) QUESTION: Update on 30. Attorneys' Fees

1. Clarify which party.
2. "...Agreement or to collect any moneys due hereunder, the substantially prevailing party shall be entitled.."
Both parties will have less to manage and track.

ANSWER: IDL declines this change the terms shall remain as published in the Solicitation.

11) QUESTION: Updates on 35. Time is of the Essence

1. Clarify what standards of practice.
2. "Time shall be of the essence in connection with Contractor's performance of its obligations under this Contract provided that Contractor's services must in all events be governed by the exercise of sound professional practices."
Both parties get clarity on standards.

ANSWER: IDL Contract Section 34 on page 23 is revised to include the following clarification language: "Time shall be of the essence in connection with Contractor's performance of its obligations under this Contract **"provided that Contractor's services must in all events be governed by the exercise of sound professional practices."**

- 12) **QUESTION:** References section refers to "company" references. Most inspections are for state or local agencies. Are references for state and local agencies for whom we have provided inspections appropriate?

ANSWER: Yes, state or local agency references are acceptable. In the section General Qualifications-References section of the Questionnaire, the term "companies" refers to any business entity you have provided bridge inspection services for.

- 13) **QUESTION:** Question 3 says to provide resumes for all key personnel. Is it acceptable to provide a short bio in the questionnaire box for question 3 and attach full resumes separately?

Or should all resume verbiage be inserted in the box?

If resumes can be attached separately, can IDL provide page limit guidance?

ANSWER: Either full resumes as separate attachments or bios provided within the questionnaire are acceptable.

There is no page limit for responses.

14) **QUESTION:** Available points are only shown for Questions 8 & 9. Can you provide available points for other scored points under each section of the questionnaire?

ANSWER: Available points for evaluation are identified in the Evaluation Criteria on page 4. Disregard the references to points in questions 8 & 9.

15) **QUESTION:** What is the preferred deliverable? PDF of the complete inspection report for each bridge? Editable documents used to generate each inspection report (i.e. Word and Excel Files)?

ANSWER: In addition to access to database all reports will be provided in PDF format.

16) **QUESTION:** Removing bridges from the bridge list with the "not inspected" designation, yields 114 bridges; however, the RFP states there are 117 bridges that currently require inspection. Can you verify the number of bridges inspected as part of this project?
Also, will the 19 bridges shown as inspected by the USFS and ITD be removed from the total, or are those bridges considered part of this project?

ANSWER: It is 117 minimum unless a bridge is removed for some reason. The bridge list included is all the bridges we currently use within our transportation system and some are inspected by other parties. They will not be reinspected under this contract.

17) **QUESTION:** Will any previous bridge inspection reports, plans and load ratings be made available?

ANSWER: Yes. All previous inspection reports will be available.

18) **QUESTION:** Does the scour column in the bridge list spreadsheet designate that the bridge is scour critical or that scour has been noted at the bridge site?

ANSWER: It means scour has been noted not scour critical.

19) **QUESTION:** Does IDL currently use bridge management software to generate bridge inspection reports and/or house their bridge inventory's inspection data?

ANSWER: No. We house the reports on a server linked to an ESRI mapping product.

20) **QUESTION:** Can you provide a link to the digital map described in this section?

ANSWER: Yes, here is the link:

<https://gis1.idl.idaho.gov/portal/apps/View/index.html?appid=b212542ffa3743cc9ff13d7e79f73423>

21) **QUESTION:** Bridges for this project are being inspected over a period of 3 years (NBIS inspections are typically on 2 year cycles). Do these structures meet qualifications as NBIS structures (>20', public road, etc)?

ANSWER: They are not "public roads", so we are able to inspect on our own timeline. Some of these bridges are behind locked gates and not used by full size vehicles and therefore do not require inspection as frequently.

22) **QUESTION:** Under d: Unmanned Aircraft Liability Insurance, add "If applicable to the Contractor's work," before existing "Contractor shall maintain Unmanned Aircraft Liability coverage".

1. Insurance should only be required if unmanned aircraft is part of the contract.
2. Add "If applicable to the Contractor's Work,"

This prevents the State of Idaho from having to manage and track down unnecessary insurance, and from the party having to provide insurance that isn't relevant to their scope of work.

CORRECTION: "Drone Bridge Inspections" is removed from the Additional Services Section of the project description on page 27. Contractor must not use drones to complete any bridge inspections. Additionally, the requirement for Unmanned Aircraft Insurance is removed from Section 8.d. of the contract.

See the following amended documents, these documents replace the previous versions published for this event.

- **IDL RFSOQ 26-403 – Statewide Bridge Inspections-Revised Addendum 1**
- **IDL RFSOQ 26-403 – Bridge Inspections Questionnaire-Revised Addendum 1**

The Qualifications Due Date of the RFSOQ is extended. **This solicitation closes:** June 11, 2026 @ 3:00 p.m.PT

Thank you.

CONTRACTOR: _____

By: _____

Title: _____

Date and Time: _____