

STATE OF IDAHO
DEPARTMENT OF LANDS



STATEWIDE BRIDGE INSPECTIONS-REVISED ADDENDUM 1

RFSOQ NO. 26-403
REQUEST FOR STATEMENT OF QUALIFICATIONS

RESPONSES DUE BEFORE 3:00:00 PM PT (Pacific Time) ON **JUNE 11, 2026**

ANTICIPATED SCHEDULE OF EVENTS

Request for Qualifications Release Date	April 30, 2026
Deadline for Receipt of Written Inquires	May 14, 2026 @ 3:00 PM PT
Qualifications Due	June 11, 2026 @ 3:00 PM PT
Evaluation	June 12-15, 2026
Anticipated Date for Notice of Qualified Ranking	June 16, 2026

**Idaho Department of Lands
Request for Statement of Qualifications 26-403**

STATEWIDE BRIDGE INSPECTIONS

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**STATEWIDE BRIDGE INSPECTIONS
REQUEST FOR STATEMENT OF QUALIFICATIONS
AND
INSTRUCTIONS**

Statements of Qualifications (SOQs) will be received by the Idaho Department of Lands for the Statewide Bridge Inspection Project.

The Idaho Department of Lands (IDL) is seeking qualified bridge inspection firms ("Firm") to submit Qualifications demonstrating the ability to provide inspection services to the IDL for purposes related to the Idaho State Endowment Trust Lands ("the Endowment"). Firms are expected to have the expertise necessary to perform the duties described herein. The purpose of this RFSOQ is to identify inspection services to complete the work in accordance with the scope of work and all other contractual requirements.

Provide your firm's qualifications using the attached **Statewide Bridge Inspections Questionnaire**.

NOTE – Your firm must be a registered supplier in LUMA to receive a contract award.

QUESTIONS

All questions related to this Invitation to Bid shall be directed to Sherry Leason at sleason@idl.idaho.gov. Inquiries shall be in writing using the attached Bidder Questions Form. Inquiries shall reference the appropriate RSOQ page number and section. Verbal questions will not be accepted. The deadline for receiving questions is **11:59 P.M., PT, on May 14, 2026**. Only questions answered by written amendment are binding. Oral interpretations have no legal effect. Unofficial communication streams are not binding and at the Contractors own risk. All correspondence regarding this RFSOQ shall be in writing. In the event that it becomes necessary to revise any part of this RFSOQ, amendments will be posted on the IDL Website, [Contracting | Idaho Department of Lands](#).

Any questions regarding the Contract Terms and Conditions found in the Draft Contract Document beginning on page 11 must also be submitted in writing, using Bidder Questions Form, by the deadline identified above. ***The State will not consider proposed modifications to these requirements after the date and time set for receiving questions.*** Questions regarding these requirements must contain the following:

1. The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency).
2. Recommended verbiage for the State's consideration that is consistent in content, context, and form with the State's requirement that is being questioned.
3. Explanation of how the State's acceptance of the recommended verbiage is fair and equitable to both the State and to the party submitting the question.

Submissions which are conditioned upon the State accepting other terms and

conditions not found in the RFSOQ, or which take exception to the State’s terms and conditions, will be found non-responsive, and no further consideration of the Submission will be given.

SOQ DEADLINE AND DELIVERY REQUIREMENTS

SOQs must be received and time stamped by the Idaho Department of Lands at either 3284 W. Industrial Loop, Coeur d’Alene, Idaho 83815 or sleason@idl.idaho.gov before 3:00:00 PM PT on **June 11**, 2026. IDL is not responsible for lost or undelivered SOQs or for failure of the USPS or any courier service, nor electronic delivery service, to deliver SOQs to IDL by the RFSOQ closing deadline. Late SOQs will not be accepted. Faxed SOQs will not be accepted. Emailed SOQs less than 20mb total will be accepted (this is IDL’s server limitation for external senders).

SOQ Delivery Address:

Idaho Department of Lands
ATTN: Sherry Leason, Contracts Officer
3284 W Industrial Loop
Coeur d’Alene, Idaho 83815
OR
sleason@idl.idaho.gov

SOQs mailed in a sealed package and are to be marked in the lower left-hand corner with the following information:

Statement of Qualifications For: 26-403 – STATEWIDE BRIDGE INSPECTIONS RFSOQ Due Date Before: 6/11/26 at 3:00:00 PM PT
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Emailed SOQs are to be marked in the subject line with the following information:

RFSOQ For: 26-403 – STATEWIDE BRIDGE INSPECTIONS - DUE 3 PM PT on 6/11/26

SOQs submitted using “Express/Overnight” services must be shipped in a separate sealed inner package identified as stated above and enclosed inside the “Express/Overnight” shipping package. The submitting firm’s name and return address should appear on the SOQ package.

EVALUATION CRITERIA

Idaho Department of Lands Statewide Bridge Inspections RSOQ 26-403

EVALUATION CRITERIA-

Submittals will be evaluated based on information provided as responses to the Statewide Bridge Inspection Questionnaire. Failure to respond to any evaluated criterion in the Questionnaire may result in a submittal being found non-responsive.

TECHNICAL EVALUATION

The technical portion of each submittal will be evaluated and assigned a raw score of possible points (1000). The formula used is:

$$1000 \times \frac{\text{raw score of technical Proposal being evaluated}}{\text{highest raw technical score.}}$$

Total points possible are as follows:

Category	Weight (1,000 total)
Experience and Staff Qualifications	550
Inspection Optimization Plan	350
Reporting & Communication (ESRI) Integration	100

SELECTION PROCESS

SOQ's will be evaluated on the content provided and the Idaho Department of Lands may choose to interview several of the firms. However, at its discretion, the Idaho Department of Lands may dispense with interviews and select a firm to perform the work.

The IDL reserves the right to contact references.

The Idaho Department of Lands will seek to negotiate a contract with the highest ranked firm following evaluation. If unable to reach an agreement, IDL will terminate negotiations with the highest ranked firm, and commence negotiations with the second-ranked firm, and so forth.

GENERAL INFORMATION

INTRODUCTION

IDL, in accordance with Idaho Code § 67-2320, is seeking qualified bridge inspection firms ("Firm") to submit a Statement of Qualifications ("SOQ") demonstrating the ability to provide bridge inspection services to the IDL for purposes related to the Idaho State Endowment Trust Lands ("the Endowment"). Firms are expected to have the expertise necessary to perform the duties described herein. IDL's primary goal is to provide long-term, sustainable revenue to the groups that directly benefit from the Endowment assets within the state of Idaho. The purpose of this RFSOQ is to identify a bridge inspection firm to complete the work in accordance with the scope of work and all other contractual requirements.

PUBLIC RECORDS

Pursuant to Idaho Code Section 74-127, 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. IDL will not accept the marking of an entire document as exempt. In addition, IDL 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 IDL 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 IDL shall constitute a complete waiver of any and all claims for damages caused by any such release. If IDL receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.

PURPOSE OF PROCEDURE

The Idaho Department of Lands "Qualification Based Selection" (QBS) is to comply with Idaho Code 67-2320. This procedure provides for an orderly process of:

1. Solicitation of professional qualifications
2. Evaluation and ranking of qualifications
3. Establishment of a ranked list of service providers
4. Negotiation of scope of services and fees

SOLICITATION CYCLE

The Idaho Department of Lands reserves the right to award future projects to the firms selected by this RFSOQ, if deemed to be in the best interest of the Idaho Department of

Lands. Ranking of submittals, creation of service provider shortlist and applicant notification of ranking shall be determined within 60 calendar days of the RFSOQ due date.

RFSOQ GUIDELINES

1. The IDL will not be liable for any costs incurred in the preparation and production of a SOQ, or
any work performed prior to the execution of a contract.
2. All SOQs and other materials will become the property of the IDL.
3. All information contained in this RFSOQ and acceptable provisions of the selected firm's
response will be made a part of the executed agreement for services.
4. Upon request, the submitting firm shall submit additional information within the
timeframe
included in the request for additional information. Failure to provide the additional
information
within the specified timeframe may result in a finding of Non-Responsiveness.
5. The IDL reserves the right to:
 - Waive any informalities or irregularities and reject any or all proposals received as a result of this RFSOQ
 - Select all or part of the respondent's submittal
 - Negotiate changes in the scope of work or services to be provided
 - Conduct investigations required to determine the submitting firm's performance record and ability to perform the assignments specified as a part of this RFSOQ
 - Negotiate separately with any source in a manner deemed to be in the best interests of the Agency
 - Issue, at any time, an individual project RFQ that falls within the scope of work parameters of this bridge inspection services RFQ without prejudice to the Firm provider selected under this RFSOQ.
6. If, through any cause, the contracted firm shall fail to fulfill in a timely and proper manner its obligations under an awarded agreement, or if the Firm shall violate any covenants, terms, or conditions of the agreement, then IDL reserves the right to cancel the agreement and pay the Firm only for work performed without prejudice by giving at least five (5) days prior written notice to the Firm of such termination.

BURDEN OF PROOF

Any deviations from the specifications must be clearly stated. It shall be the responsibility and burden of the submitting firm to furnish the IDL with its original submission sufficient data to determine if the goods or services offered conform to the specifications.

VERBAL INFORMATION

IDL will not be responsible for any verbal information regarding this solicitation.

SUBMITTING FIRM RESPONSIBILITY:

It will be the submitting firm's responsibility to check the IDL website for any addenda prior to submitting a SOQ. In the event IDL revises any part of the solicitation documents, it will make addenda available on the IDL website at www.idl.idaho.gov. Information given to a firm will be available to all other firms if such information is necessary for purposes of submitting a SOQ or if failure to give such information would be prejudicial to uninformed firms.

SOQ DISQUALIFICATION

Statement of Qualifications (SOQs) must demonstrate the ability to provide professional Bridge Inspection Services. Interested firms are expected to have the expertise necessary to perform the duties described within this RFSOQ.

IDL reserves the right to make reasonable inquiry to determine the responsibility of a firm. Such requests may include but not be limited to financial statements, credit ratings, statements of experience and past performance, references, etc. Successful firms must show to the satisfaction of the Idaho Department of Lands that they have sufficient expertise to complete the work contracted by the time specified. The failure of a firm to promptly supply information in connection with a SOQ is reason for disqualification.

REJECTION OF STATEMENT OF QUALIFICATIONS AND CANCELLATION OF SOLICITATION

Prior to the issuance of a contract, IDL shall have the right to accept or reject all or any part of an SOQ or any and all SOQs when: (i) it is in the best interests of the State of Idaho; (ii) the SOQ does not meet the minimum RFSOQ specifications; (iii) a finding is made based upon available evidence that a firm is not responsible or is otherwise incapable of meeting specifications or providing an assurance of ability to fulfill contract requirements; or (iv) the SOQ offered deviates to a major degree from the RFSOQ specifications, as determined by the State (minor deviations, as determined by IDL, may be accepted as substantially meeting the RFSOQ requirements of IDL). Deviations will be considered major when such deviations appear to frustrate the competitive RFSOQ process or provide a firm an unfair advantage. Prior to the issuance of a contract, IDL shall have the right to reject all SOQs or to cancel this solicitation.

STATE OF IDAHO
DEPARTMENT OF LANDS



STATEWIDE BRIDGE INSPECTIONS

AGREEMENT NO. TBD

CONTRACTOR TBD

STATE OF IDAHO
DEPARTMENT OF LANDS
PROFESSIONAL SERVICES AGREEMENT NO. TBD

THIS AGREEMENT 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 COMPANY NAME., hereafter referred to as the "CONTRACTOR."

1. DEFINITIONS

- a. Agreement: This duly executed written agreement between the State and the Contractor resulting from a solicitation, which shall include these Terms and Conditions, the Scope of Work, the Cost Proposal, and all attachments thereto.
- b. Contracting Officer: The State employee with the authority to enter into, administer, modify, and/or terminate this Agreement, and make related determinations and findings. The Contracting Officer is responsible for handling the contractual relationship with the Contractor.
- c. Contracting Officer Representative: The designated State representative, also referred to as "COR" or "Representative", 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 Agreement unilaterally or direct the Contractor to perform work not specified in the Agreement. Only the Contracting Officer and the Contractor may do so bilaterally.
- d. Contractor: The individual or business who has been awarded this Agreement to furnish goods or services for a certain price.
- e. IDL: The Idaho Department of Lands.
- f. 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.
- g. Scope of Work: Detailed outline of the location, project description, timeline, and deliverables.
- h. Services: Includes services performed, workmanship, and materials furnished or utilized in the performance of services, including any deliverables.
- i. 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 serves as the trustees for more than 2.4 million acres of state endowment trust lands in Idaho, with the State 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 State in its regulatory and assistance duties, and in managing Idaho's public trust lands.

2. CONTRACTOR RESPONSIBILITY

The Contractor hereby assumes responsibility for production and delivery of all material and services included in this Agreement, 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.

3. 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 Agreement.
- 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.

4. SUBCONTRACTING

Unless otherwise allowed by the State in this Agreement, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of this Agreement 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 Agreement by Contractor's subcontractor or its sub-subcontractor.

5. ASSIGNMENTS

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

6. ANTIDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Acceptance of this Agreement 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 Agreements 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 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC 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 Agreement. 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.

7. RESTRICTIONS ON AND WARRANTIES – ILLEGAL ALIENS

Contractor warrants this Agreement is subject to Executive Order 2009-10 [http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html]; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the Agreement price, per violation, and/or termination of its Agreement.

8. INSURANCE REQUIREMENTS:

Prior to starting work under the contract (or as otherwise designated by the Purchasing Activity), the Contractor must provide certificates of insurance required herein within five (5) business days after contract award and must maintain the insurance during the life of the Contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the requisite time period may be cause for cancellation of the contract.

Contractor shall carry liability and property damage insurance that must protect it and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

Contractor shall not commence work under the Contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, Contractor must keep in force all required insurance until the Contract is terminated. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the State.

- a. Commercial General Liability and/or Umbrella Liability Insurance. Contractor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Contract.

1. CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- b. Commercial Automobile Liability and/or Commercial Umbrella Liability Insurance. Contractor shall maintain Commercial Automobile Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
 1. Bidder or offeror may request a waiver from providing Commercial Automobile and Commercial Umbrella Liability Insurance in its bid or proposal if the bidder or offeror will not use any owned, hired or non-owned vehicles to conduct business under the contract, if it is awarded the contract, and the State of Idaho will consider the request.
- c. Professional Liability Insurance. Contractor shall maintain professional liability insurance with minimum limit of \$1,000,000 per claim and \$2,000,000 aggregate. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the State.
- ~~d. Unmanned Aircraft Liability Insurance. Contractor shall maintain Unmanned Aircraft Liability coverage covering extending to claims of bodily injury, property damages, personal injury and advertising liability with minimum limit of \$1,000,000. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the State.~~
- e. Workers Compensation Insurance and Employer's Liability. Contractor shall maintain workers compensation and employer's liability. The employer's liability shall have limits not less than \$1,000,000 each accident for bodily insurance by accident, \$1,000,000 disease policy limit, and \$1,000,000 disease, each employee.
 1. Contractor must provide either a certificate of workers compensation insurance issued by a surety licensed to write workers compensation insurance in the State of Idaho, as evidence that the contractor has in effect a current Idaho workers compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.
- f. State of Idaho as Additional Insured: The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the Idaho Department of Lands and its divisions, officers and employees as additional insured, but only with respect to the Contractor's activities to be performed under this Contract.
 1. The Contractor shall provide proof of the State of Idaho, the Idaho Department of Lands and its divisions, officers and employees being additional insured by providing certification of insurance (COI) to the

liability insurance policies showing the State of Idaho, the (agency) and its divisions, officers and employees as additional insured. The COI must show the policy number, the policy effective dates, and list the additional insured and certificate holder as State of Idaho, Department of Lands.

2. If a liability insurance policy provides for automatically endorsing additional insured when required by contract, then, in that case, the Contractor must provide proof of the State of Idaho, the Idaho Department of Lands and its divisions, officers and employees being additional insured by providing copies of the COI that clearly identify the blanket endorsement.
- g. Notice of Cancellation or Change: 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, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the Department of Lands in accordance with the policy provisions.
- h. Acceptable Insurers and Deductibles: Insurance coverage required under the Contract shall be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. The Contractor shall be financially responsible for all deductibles, self-insured retention's and/or self-insurance included hereunder. The coverage provided by such policy will be primary to any coverage of the State on or related to the contract and shall provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability.
- i. Waiver of Subrogation: All policies shall contain waivers of subrogation. The Contractor waives all rights against the State and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles but such deductibles will not be deducted from any damages due to the State.
- j. Tail Coverage: For claims made policies, the Retroactive Date shall be shown and shall be before the date of the contract or the beginning of contract work; insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work; if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the contractor must purchase "extended reporting"(tail) coverage for a minimum of three (3) years after completion of contract work.

9. TAXES

The State is generally exempt from payment of Idaho State Sales and Use Tax for property purchased for its use under the authority of Idaho Code, Section 63-3622 as a government instrumentality. In addition, the State is generally exempt from payment of Federal Excise Tax under a permanent authority from the district Director of the Internal Revenue Service. Exemption certificates will be furnished upon written request by the Contractor. If the Contractor is required to pay any taxes incurred as a result of doing business with the State, it shall be solely responsible for the payment of those taxes. If the Contractor is performing public works construction (installation of fixtures, etc.), it shall be responsible for payment of all sales and use taxes as required.

10. CERTIFICATION CONCERNING BOYCOTT OF ISRAEL

Pursuant to Idaho Code section 67-2346, if payments under this agreement exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the agreement engage in, a boycott of goods or services from Israel or territories under its control. The terms in this clause defined in Idaho Code section 67-2346 shall have the meaning defined therein.

11. OWNERSHIP OR OPERATION BY CHINA

Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.

12. BOYCOTT OF VARIOUS INDUSTRIES

Pursuant to Idaho Code section 67-2347A (effective July 1, 2024), if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of any individual or company because the individual or company: a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or b) engages in or supports the manufacture, distribution, sale, or use of firearms. The terms in this section defined in Idaho Code section 67-2347A shall have the meaning defined therein, including through reference to another section of Idaho Code.

13. 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 Agreement unless specifically stated otherwise herein.

14. INDEMNIFICATION

- 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, attorneys' fees, and suits whatsoever caused by, arising out of, or in connection with Contractor's 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 and defense, Contractor shall immediately take all reasonable actions necessary, including, but not limited to, providing a legal defense for the State, to begin fulfilling its obligation to indemnify, defend, and save harmless the State. Contractor's indemnification and defense liabilities described herein shall apply regardless of any allegations that a claim or suit is attributable in whole or in part to any act or omission of the State under this Agreement. 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, in its discretion, may reimburse Contractor for reasonable defense costs attributable to the defense provided by any Special Deputy Attorney General appointed pursuant to section 12.c.

- c. 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).

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

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 Agreement. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation or outside the terms of this Agreement.

16. 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 Agreement.

17. PROHIBITED CONTRACTS

No member of the legislature or officer or employee of any branch of the state government shall directly himself, 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 he is 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)).

18. SAFETY INFORMATION

- a. The Contractor assumes full responsibility for the safety of his employees, equipment and supplies.
- b. Contractor guarantees that all items provided by Contractor in performance of this Agreement 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.

19. USE OF THE IDAHO DEPARTMENT OF LANDS NAME

Contractor agrees that it will not, prior to, in the course of, or after performance under this Agreement, 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.

20. CONTRACT TERMINATION

b. TERMINATION FOR CAUSE WITH NOTICE:

1. The occurrence of any of the following events shall be an Event of Default under this Agreement:
 - a. A material breach of any term or condition of this Agreement; or
 - b. Any representation or warranty by Contractor in response to the Solicitation or in this Agreement 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 Agreement.
2. The State may terminate this Agreement (or any order issued pursuant to this Agreement) 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 Agreement is terminated for default or non-compliance, the Contractor will be responsible for any costs resulting from the State's placement of a new Agreement 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 Agreement and any related Agreements or portions thereof;
 - c. Impose liquidated damages as provided in this Agreement;
 - d. Suspend Contractor from receiving future bid solicitations;
 - e. Suspend Contractor's performance;
 - f. Withhold payment until the default is remedied.

c. 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 Agreement 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 Agreement.

d. 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 Agreement.
 - 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 Agreement had been fully performed:
 - a. The Agreement 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 Agreement; 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.

e. **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 Agreement. This Agreement 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 Agreement 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.

21. CONTRACT ADMINISTRATION

- a. The Contracting Officer Representative will administer the Agreement as required in all specifications.
- b. The Contracting Officer Representative has the following authority in addition to that delegated to him in other portions of this Agreement.
 - (1) Decide questions of fact arising in regard to the quality and acceptability of materials furnished and all work performed.
 - (2) Make recommendations for payment.

22. 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. Matters of contractor's or subcontractor's finances shall not be a Force Majeure.

23. GOVERNING LAW

This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho. Any action to enforce this Agreement shall be brought in Ada County, Boise, Idaho.

24. MODIFICATION

This Agreement 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.

25. ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties with respect to the subject matter hereof. Where terms and conditions specified in the Contractor's response differ from those specifically stated in this Agreement, the terms and conditions of this Agreement shall apply. In the event of any conflict between these standard terms and conditions and any special terms and conditions applicable to this acquisition, the special terms and conditions will govern. This Agreement 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.

26. 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.

27. CONFIDENTIAL INFORMATION:

Pursuant to this Agreement, 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 Agreement 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 Agreement. The confidentiality obligation contained in this section shall survive termination of this Agreement. 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.

28. NON-WAIVER

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

29. NO WAIVER OF SOVEREIGN IMMUNITY

In no event shall this Agreement 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 the State. 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.

30. ATTORNEYS' FEES

In the event suit is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement 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.

31. EXAMINATION AND AUDIT

Contractor agrees that the State or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

32. ADEQUATE ASSURANCE OF FUTURE PERFORMANCE

If the State has reasonable grounds to question Contractor's ability to perform the Agreement, the State may demand adequate assurance from Contractor. Contractor shall respond within 30 calendar days of such demand.

33. WAGE AND LABOR COMPLIANCE

For the duration of the agreement, the Contractor attests to the following:

- a. At least the minimum Idaho wage was paid to all employees and subcontractors utilized to complete the work in accordance with Idaho Code section 44-1502;
- b. Contractor was in compliance with all labor laws;
- c. All debts incurred by the Contractor to accomplish the work requirements outlined by this agreement were paid in full.
- d. Any further claims against the State of Idaho under this agreement are relinquished, pending payment for services rendered by the Contractor and accepted by the State.

34. TIME IS OF THE ESSENCE

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 practice.**

35. PAYMENT

Payment will be made in accordance with Idaho Code 67-2302 with the method described in the Scope of Work and after receipt of the Contractor's itemized invoice for satisfactorily completed work. Total payments under this Agreement shall not exceed \$TBD.

It is understood that full payment for all services provided under the Agreement is fully burdened to include, but is not limited to, all Contractor's costs of labor, materials, equipment, deliverables and expenses including advertising, postage, copy costs, and all other costs normally associated with the cost of doing business unless otherwise provided elsewhere in this Agreement.

36. AGREEMENT TERM

This Agreement will become effective once signed by all parties. The Contractor and

Contracting Officer Representative will discuss the Agreement terms, work performance requirements, and tentative work schedule. The Agreement will expire June 30, 2027, with the option to renew for two (2) additional periods, unless terminated earlier by the State under any of the provisions of paragraph 17 of this contract.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused Agreement TBD to be executed in Boise, Idaho and effective as of the date/time of the final signature below.

IDAHO DEPARTMENT OF LANDS

CONTRACTOR

By: _____
Michael Piccono

By: _____

Title: Procurement Manager

Title: _____

Date and Time: _____

Date and Time _____



**IDL RFSOQ 26-403
PROJECT DESCRIPTION**

PROJECT NAME: Idaho Department of Lands Statewide Bridge Inspection Program

PROJECT: 117 Bridges Statewide (195 Total Endowment Bridges Statewide)

PROJECT LOCATION:

Endowment Map shows bridge locations. Digital map is available upon request. An e-bike, ATV, side by side or 4-wheel drive vehicles are recommended to access many of the bridge locations. Each Area Office must be contacted a minimum of 5 business days before planned inspection to verify available access.

ROUTINE BRIDGE INSPECTIONS:

The Idaho Department of Lands (IDL) uses approximately 195 bridges in their transportation system and of those, 117 currently require inspection. The total number of bridges to be inspected may change over time as bridges are removed or added to our transportation system.

WORK TO BE PERFORMED:

These bridges must be inspected by a National Bridge Inspection Standards (NBIS) qualified bridge inspection team. Inspections and reporting must be in accordance with the NBIS and the Federal Highway Administration (FHWA). The consultant will populate IDL's ESRI (Environmental System Research Institute) database with the inspection reports. The consultant will develop a schedule for the inspection of the entire bridge inventory and submit it to IDL for approval after contract award.

The consultant shall organize the bridge inspection schedule in a logical manner based on inspection type and location for greatest efficiency. IDL will review and approve the schedule while reserving the right to alter the schedule when necessary to meet its needs and reserves the right for IDL representatives to attend inspections.

Field teams will consist of two-person or three-person crews, depending on the type and location of the inspection work. The number of teams will be determined by the requirement to complete all inspections within the three-year cycle.

All elements and components of the bridges must be inspected and the numbers and types of defects in each span must be recorded.

At a minimum, each routine inspection must include the following components:

- Roadway approaches
- Channel and waterway conditions

- Erosion/undermining of roadway and substructure
- Superstructure (deck/girders, etc.)
- Substructure (piers/piles/bearing/foundations if exposed, etc.)

REPORTING:

Comprehensive inspection reports must be prepared for each bridge inspected. The reports are required to focus on the existing condition of the structural components, and must include the following:

- Cover page
- Table of Contents
- Location
- NBI ratings and Inspection notes
- Structure Inventory and Appraisal/Inventory Data
- Photographs
- Channel Cross Sections (if substructure is in water)

Written reports are due March 1st of each year, following the previous field season.

Additional Services:

If necessary and requested by IDL, the consultant shall perform the following additional services: fracture critical, underwater, climbing, special, emergency and ~~drone bridge inspections~~; non-destructive testing; load capacity ratings; and repair/rehabilitation design. Any additional work requested will be issued as a Modification to include project specifications and an agreed upon not-to-exceed based on the price per unit submitted in the Schedule A.

CONTRACT PERIOD AND SCHEDULE:

It is anticipated that approximately one-third of the inventory will be inspected each year during the months of July through October to complete all inspections within the three-year cycle. The consultant shall organize the inspections in a logical manner based on inspection type and location for greatest efficiency and to minimize unnecessary mobilization.

Contract work may commence after the Contractor receives a Notice to Proceed and has had a prework conference with the IDL Contracting Officer's Representative (COR).

CONTRACT ADMINISTRATION:

The IDL COR for this contract will be (Contact Information will be provided in the final contract) The COR has the following authority in addition to that delegated in other portions of the contract:

- Decide questions of fact arising regarding quality and acceptability of equipment to be used, materials furnished, and all work performed.
- Process invoices for payment.

CONTRACT PAYMENT:

Invoices must be sent to (Contact Information will be provided in the final contract) **Invoices that are not sent to this address may be delayed in processing and payment. Invoices must include the Contract Number and a unique invoice number to prevent delays in processing.**

Payment will be made to the Contractor upon satisfactory completion of all work at the rates set forth in Schedule A. Payment will be made after receipt of the contractor's itemized invoice for satisfactorily completed work. Invoices shall be submitted no more than monthly and will include a description of services completed during the period being invoiced. Per Idaho Code 67-2302 (2) IDL has up to 60 days from receipt of an invoice for processing and payment.

INFORMATION:

Contact Information will be provided in the final contract.