

STATE OF IDAHO
DEPARTMENT OF LANDS



IDAHO SHARED STEWARDSHIP PROGRAM

SOUTH PRIORITY LANDSCAPE

FORESTRY CONSULTANT TECHNICAL SERVICES RFP 21-304

DUE BEFORE 2:00:00 P.M., MT (Mountain Time), ON April 13, 2021

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SCHEDULE OF EVENTS
21-304 ISS Forestry Consultant Technical Services
South Priority Landscape

Request for Proposal Release	March 9, 2021
Pre-Proposal Meeting	March 23, 2021
Deadline for Receipt of Written Inquiries	March 30, 2021
Proposal Due Date	April 13, 2021
Evaluation/Negotiation Period	April 19, 2021 through April 21, 2021
Anticipated Intent to Award Date	April 22, 2021
Anticipated Contract Award Date	April 29, 2021

1 REQUEST FOR PROPOSAL INSTRUCTIONS

IDL is seeking a qualified forestry consultant firm to serve the south Idaho Priority Landscape (PL) to achieve mission critical objectives for the Idaho Shared Stewardship Program (ISS) in accordance with the requirements described in this Request For Proposal (RFP). The south PL is a two-million-acre multi-ownership landscape depicted on the map in Exhibit C.

1.1 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at **2:00 P.M., MT on March 23, 2021** via Zoom. This will be an opportunity for vendors to ask questions with IDL staff responsible for the administration of the contract activities. IDL will issue an Addendum with official answers to all questions asked during the Pre-Proposal Conference. In-person attendance will not be offered due to the on-going pandemic. IDL requires that vendors interested in attending the virtual conference contact the Department by email to pshandera@idl.idhaho.gov **before 1:00 PM, MT on March 22, 2021**. Vendors will then be sent the Zoom Conference Invitation. While attendance is not mandatory, interested vendors are encouraged to attend and participate. Conference attendance is at the participant's own expense.

1.2 QUESTIONS

All questions related to this Request for Proposal shall be directed to Patsi Shandera at pshandera@idl.idaho.gov utilizing the Attachment 2 - Offeror Questions, which has been provided as a separate electronic document with the solicitation (an example of this attachment can be found on pgs. 30-31 of this document). Inquiries shall be in writing and shall reference the appropriate section and paragraph number. Verbal questions will not be accepted. The deadline for receiving questions is **1:00 P.M., MT, on March 30, 2021**. Only questions answered by written addendum are binding. Oral interpretations have no legal effect. Responses to questions received will be posted as an addendum on the IDL website at <https://www.idl.idaho.gov/about-us/current-contracting-opportunities/>.

Questions related to the "Draft Contract" must be included with your written submission of questions. Concessions to IDL terms and conditions will not be considered at the time of contract award. Any specific issue your company has with IDL's terms and conditions should be posed as a question and a response will be given during the solicitation period to avoid any potential delay or contract failure at the time of award.

It is the responsibility of parties interested in this RFP to monitor IDL's website for any updates or addenda. All changes to this RFP will be in writing and must be posted to IDL's webpage to be valid. Alternate Proposals are not allowed.

1.3 RFP SUBMISSION INSTRUCTIONS

Proposals must be submitted manually (by US Mail, or any other courier service). The Complete Proposal Package (Technical Proposal and Cost Proposal) must be sealed and identified as "**IDL RFP 21-304 ISS FORESTRY CONSULTANT TECHNICAL SERVICES – SOUTH ID.**" Include your company name on the outside of the package.

The package must include both the Technical Proposal and Cost Proposal **separately packaged, sealed** and identified as follows:

The Technical Proposal must be separately sealed, identified "**Technical Proposal – IDL RFP RFP 21-304 ISS FORESTRY CONSULTANT TECHNICAL SERVICES – SOUTH ID.**" The Technical Proposal Packet shall include one (1) printed, original copy, **and a USB Device containing an electronic copy of all documents submitted in the Proposal.**

The Cost Proposal must be **separately sealed**, identified as “**Cost Proposal – RFP 21-304 ISS FORESTRY CONSULTANT TECHNICAL SERVICES – SOUTH ID.**” The Cost Proposal Packet shall include one (1) printed, original copy.

1.4 RFP SUBMISSION DEADLINE & ADDRESS

Sealed Proposals must be received, and time stamped by the Idaho Department of Lands at the address below **before 2:00:00 PM M.T. on April 13, 2021.** The Department of Lands is not responsible for lost or undelivered Proposals or for failure of the United States Postal Service, any courier service to deliver Proposals to the Idaho Department of Lands by the RFP closing deadline. **Late Proposals will not be accepted. Fax Proposals will not be accepted. Emailed Proposals will not be accepted.**

Proposal Delivery Address:

Idaho Department of Lands
ATTN: Patsi Shandera, Senior Buyer
300 N. 6th ST, Suite 103
Boise, Idaho, 83702

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

Sealed Proposal For:

RFP 21-304 ISS FORESTRY CONSULTANT TECHNICAL SERVICES – SOUTH ID

A Proposal 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 offerors name and return address should appear on the proposal package.

1.5 PUBLIC PROPOSAL OPENING

There will be a public proposal opening at the Idaho Department of Lands via **Call In** at 2:10:00 P.M. M.T. on April 13, 2021. Participants may attend via IDL’s phone conferencing solution by calling 208-334-0200 and asking to be transferred to Meet Me extension 5055. Only the vendor’s name of each proposal received will be released during this proposal opening, which is not confirmation that any submitted proposal is fully responsive, just that it was received timely to the required due date.

2 GENERAL INFORMATION

2.1 PURPOSE

The purpose of this RFP is to contract with a qualified forestry consultant firm to promote the principles and need for Idaho Shared Stewardship (ISS) cross-boundary land management activities to private forestland owners, the public and stakeholders in the ISS south PL – Exhibit C. In general, forestry consultants are sought to promote the principles and need for ISS cross-boundary land management activities to private forestland owners, the public and stakeholders. Additionally, forestry consultants are needed to conduct targeted education and outreach to inform, encourage, and empower landowners to conduct needed forest management and fuels-reduction treatments. Consultants may also facilitate, coordinate or offer technical assistance to private landowners to enable them to conduct risk-reduction and forest health-enhancement treatments on their forestlands. These private-land treatments are part of an overarching coordinated effort—the ISS Initiative—to reduce the risk of catastrophic wildfire damage at a landscape level on federal, state and private forestlands.

2.2 BACKGROUND INFORMATION

More than six million acres of Idaho's forestlands are designated as high-risk for potential catastrophic wildfire and insect-and-disease damage. The ISS Initiative emerged as a result of collaboration between the State of Idaho and the USDA Forest Service in 2018. The initiative analyzes how to best focus federal and state resources on critically needed treatments in at-risk forests across ownership boundaries. One primary goal of the Idaho Shared Stewardship efforts is to implement wildfire risk-reducing treatments on private forestlands in two identified Shared Stewardship PLs. As outreach and landowner assistance are needed to provide incentive for non-industrial private forestland owners to join in these landscape-level, cross-boundary efforts, forestry consultants are needed to work alongside and enhance capacity of IDL's Private Forestry Specialists in providing forestry-assistance services to targeted private forestland owners. Because these fuels-reducing treatments can be most effective when applied to many acres of contiguous forestlands, reaching the private forestland owners with at-risk properties adjacent to national-forest project areas is critical in defining success of these cross-boundary projects/treatments.

After the signing of the ISS Agreement in 2018, Idaho defined two, two-million-acre Shared Stewardship PLs, one in the northern panhandle of Idaho and the other in the south-central part of the state. Funding and support of ISS's efforts are supplied by the State of Idaho, the USDA Forest Service (USFS), and the Idaho Natural Resources Conservation Service (NRCS).

2.3 OFFEROR NON-RESPONSIVE

It will be the Offeror's responsibility to check the IDL website for any addenda prior to submitting a proposal. In the event IDL revises any part of the solicitation documents, it will make addenda available on the IDL website. Information given to an Offeror will be available to all other offerors if such information is necessary for purposes of submitting a proposal or if failure to give such information would be prejudicial to uninformed Offerors.

Proposals which condition the Proposal based upon IDL accepting other terms and conditions not found in the RFP, or which take exception to any terms and conditions found in this RFP, will be found non-responsive, and no further consideration of the Proposal will be given.

2.4 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 IDL with its original submission sufficient data to determine if the goods or services offered conform to the specifications.

2.5 ORAL INFORMATION

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

2.6 OFFEROR DISQUALIFICATION

IDL reserves the right to make reasonable inquiry to determine the responsibility of an Offeror. Such requests may include but not be limited to financial statements, credit ratings, statements of experience and past performance, references, etc. The failure of an Offeror to promptly supply information in connection with a proposal is reason for disqualification.

2.7 PUBLIC RECORDS

Pursuant to Idaho Code Sections 74-101 through 74-126, information or documents received from an Offeror or the awarded Contractor may be open to public inspection and copying unless exempt from disclosure. The Offeror 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. IDL is not obligated to deny public records requests for such material or to defend a challenge to such a denial; however, the Offeror (and by extension the awarded Contractor) shall indemnify and defend IDL against all liability, claims, damages, losses, expenses, actions, attorneys' fees and suits whatsoever arising out of IDL's denying a public records request for such records, or the Offeror's failure to designate individual documents as exempt. The Offeror'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 against IDL for damages alleged to have been caused by any such release.

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

2.9 PROPOSAL AWARD PROCEDURES

Following the evaluation period, IDL will notify all responsive offerors, by email, of its intent to award a contract and the party to whom the contract will be awarded. After elapse of the five (5) working day appeal period, if no appeals are received, IDL may award a contract to the successful Offeror.

An Offeror to whom the contract has been awarded will have fourteen (14) calendar days from the mailing date of the award notice to return to IDL a signed copy of the contract, required certificates of insurance, licenses, certifications, or other documentation necessary to show that the personnel, equipment and materials to be furnished by the Offeror are in full compliance with the contract specifications. If IDL does not receive such documents within the specified time period, IDL may declare, at its sole discretion, the offerors rights to the contract are forfeited, and IDL may proceed without further delay or notice to award the contract to the next highest scoring responsive and responsible Offeror.

For the purposes of this RFP, IDL shall award a single contract to one Offeror that shows the capability of providing high-value services in the south ID PL.

The award decisions will be made in accordance with the "Method and Evaluation of Award" included below in Section 5.

3 PROPOSAL RESPONSE FORMAT & REQUIREMENTS

These instructions describe the format to be used when submitting a Proposal. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted Proposals. Offerors should follow the numerical order of this RFP starting at the beginning and continuing through to the end of the required responses. Proposal sections and subsections should be identified with the corresponding numbers and headings used in this RFP (i.e., in your response, restate the RFP sections/subsection followed with your response). Following this format will allow IDL's evaluation committee to efficiently and effectively follow your response and ensure that all elements are being objectively/fairly evaluated pursuant to this competitive solicitation. There is no intent to limit the content of Proposals.

Evaluation Codes

The following codes will identify required information regarding the review process:

(M) Mandatory Specification or Requirement - failure to comply with any mandatory specification or requirement will render Offeror's Proposal non-responsive and no further evaluation will occur.

(ME) Mandatory and Evaluated Specification - failure to comply will render Offeror's Proposal non-responsive and no further evaluation will occur. Offeror is required to respond to this specification with a detailed response identifying its understanding and how it will comply. Points will be awarded based on predetermined criteria.

(E) Evaluated Specification - a response is desired and will be evaluated and scored. If not available, respond with "Not Available" or other response that identifies Offeror's ability or inability to supply the item or service or meet the specification. Failure to respond will result in zero (0) points awarded for the specification. If available, Offeror is to respond to this specification with a detailed response identifying its understanding and how it will comply, and points will be awarded based on predetermined criteria.

(NE) Non-Evaluated Specification – optional response/information that is not evaluated but may be utilized and included in the contract

Note: IDL Procurement Policy 13.XXI.C.1 allows the designated Procurement Lead to waive minor informalities as well as minor deviations. IDL reserves the right to seek clarification on any M, ME or E requirement.

SUBMISSION REQUIREMENTS

Offerors will use the following format to submit the Technical Proposal

3.1 (M) Cover Letter

The Technical Proposal must include a cover letter on official letterhead of the Offeror; the cover letter must include the following **Subsections 3.1.1 through 3.1.9 – all (M)**:

3.1.1 The RFP Title and Number

3.1.2 The offeror's company name and physical mailing address, the name of the representative submitting the proposal, as well as that representative's direct contact information (email and phone number at a minimum).

3.1.3 A brief description of how your organization qualifies to address the requirements of this request for proposal package, and why your organization is interested in the work.

3.1.4 The offeror's corporate or business tax identification number proving the organization can legally do business within the state of Idaho.

3.1.4.1 REQUIRED: Provide your organization's DUNS number as the contract resulting from this agreement will utilize some federal funds.

3.1.5 A statement the offeror agrees to comply with all state and federal employment and wage laws.

3.1.6 A statement affirming the Proposal will be firm and binding for ninety (90) calendar days from the Proposal opening date.

3.1.7 A statement acknowledging receipt and acceptance of any addendums to the RFP.

3.1.8 A statement certifying the individual signing the cover letter is an authorized individual for the submitting offeror, accepting all terms and conditions included or incorporated by reference to this RFP.

3.1.9 A signature and date from an authorized representative with the legal right to bind the offeror to the offeror's proposal.

3.2 (M) Table of Contents

Include a table of contents in the Technical Proposal identifying the contents and each Major section.

3.3 (M) General Business Information

Include an executive summary at the beginning of your Technical Proposal providing a condensed overview of the contents of the Technical Proposal demonstrating an understanding of the services to be performed.

3.4 (ME) Specific Business Information

Describe in detail your company's knowledge and experience in providing services similar to those required in this RFP through responses to **Subsections 3.4.1 through 3.4.9 (all ME)**. Include business history when applicable, as well as descriptions and examples of current/ongoing services similar to those outlined.

- 3.4.1** Forest management plan development, writing and periodic review for private forestlands owners. Experience should include the development and successful submission of forest management plans that qualify as Idaho Forest Stewardship Plans, Idaho NRCS Conservation Activity Plans, and Idaho Tree Farm Plans.
- 3.4.2** Strong, trust-filled relationships built with forestland owners in the southern ISS PL.
- 3.4.3** Development, maintenance and querying of databases holding forest-management project information and progress metrics.
- 3.4.4** Proven ability to provide on-site landowner assistance, forest stand walk-throughs, identification of forest health and fire-risk problems, and write corresponding prescriptions and management recommendations for non-industrial private forestland owners.
- 3.4.5** Community involvement, education and outreach to convey and market forest-management plans, cross-ownership-boundary projects and fire risk-reduction forest treatments to private forestland owners.
- 3.4.6** Mapping, GIS, and spatially defining property lines.
- 3.4.7** Established working relationships with IDL Private Forestry Specialists, Idaho NRCS District Conservationists, local/county wildfire working groups, national-forest foresters, and county officials (e.g., county Office of Emergency Management employees, county-contracted wildfire-prevention firms, etc.) that work to implement forest thinnings and needed fuels-reduction treatments on public and private forestlands within the southern PL.
- 3.4.8** History of acting as a certified Technical Service Provider for the Idaho NRCS, and inspecting and certifying forestry projects funded with NRCS Environmental Quality Incentives Program (EQIP) cost assistance.

3.5 (M) References

Provide two client references IDL can contact to receive feedback and information regarding your company's capabilities related to delivering services similar to those required by this RFP. For references provided, provide the following (at a minimum):

- Client Company Name (at time services were rendered)
- Contact Name
- Phone Number
- Email Address
- General description of the services provided to the client.

Note: If possible, please do not use IDL as a client reference.

3.6 (ME) Organization and Staffing

Provide a list of key administrators (i.e., those personnel who will manage the Contract and subsequent task orders), forestry consultants, forest management plan writers, outreach and educational specialists, GIS and IT support, and any other personnel to be used in the fulfillment of this Contract. Offeror should also include personnel who will serve in administrative or support roles to those individuals fulfilling actual Contract requirements (e.g., administrative assistants, clerical personnel, data entry/technical records entry, manager assistants, financial specialists, etc.). For positions that are not currently filled, a position description (including requisite qualifications/experience) must be provided.

Provide the information in a structured format (such as an Excel spreadsheet) that accurately represents those personnel who will actually be engaging in fulfilling the requirements outlined in this RFP, and those staff supporting those individuals. At a minimum, Offeror must provide

a name, title, and detailed job description of each individual named.

3.6.1 (ME) Offeror shall provide resumes for personnel who will be managing the Contract and subsequent task orders, and for those personnel who will be directly providing technical/forestry-consulting services under the Contract.

3.6.1.1 Note: In the event key personnel identified in the original proposal are no longer available for work on a particular task or tasks, or are unable to perform the services for a justifiable reason, or if the list of key personnel specified in response to this RFP changes, the Contractor shall:

- Substitute personnel who possess equivalent technical expertise and requisite experience to those individuals no longer available. These substitutions will be submitted in writing to IDL, and IDL shall have final approval for any personnel substitutions. Further, substitute personnel, must be offered at an hourly rate not exceeding the originally proposed individual unless otherwise approved by IDL.

3.7 (ME) Scope of Work

In your detailed responses to **Subsections 3.7.1 through 3.7.6 (all ME)**, describe how you will meet each requirement listed below (e.g. personnel; proposed timelines; methodologies, equipment, and software to be used, etc.):

- 3.7.1** Describe how you will learn about the ISS Initiative, including the initial ISS Agreement, the current and planned cross-boundary projects, and integration of multiple partners and agencies to ensure completion of cross-boundary projects on federal, state, tribal and private forestlands across Idaho.
- 3.7.2** Describe how you will respond to a forest landowner request in Valley County ID, for information and recommendations on how they can get involved in the ISS fuels-reduction efforts.
- 3.7.3** Describe how you will market regional SSI cross-boundary fuels-reduction treatments to private forestland owners.
- 3.7.4** Describe how you will provide wildfire-mitigation, silvicultural, and forest-health technical assistance to private landowners requesting a site visit to their property, development of a forest management plan, and assistance with accessing the NRCS EQIP financial-assistance program.
- 3.7.5** Describe how you will bring together, meet, and collaborate with IDL Private Forestry Specialists, NRCS District Conservationists, USFS District Rangers and county partners to plan successful implementation and completion of cross-boundary treatments.

3.8 (ME) Cost Proposal – Attachment 1

The Cost Proposal MUST be submitted in a sealed separate envelope. The envelope shall be labeled IDL RFP 21-304 Cost Proposal - ISS Forestry Consultant Technical Services – South ID. Use the format established in **Attachment 1** (provided as a fillable electronic table) to respond to the Cost requirement of this RFP. Altering the format of the provided form may result in a finding that your proposal is non-responsive.

- **Note:** Your Cost Proposal table must include a maximum fully-burdened hourly rate (MFBHR) for each individual listed in your response to **Section 3.5** above.
- **MFBHRs must include, but not be limited to:** direct raw labor costs or hourly wages; all costs for hourly overhead such as vacation and sick pay; general and administrative overhead including travel costs, associated rent, utilities, computer time, office supplies; profit; fees; supplies; performance evaluation

and quality assurance. In short, an MFBHR is defined as 'all costs, including travel, associated with the delivery of an hour of services from the personnel cited on a billing statement'. The Contractor(s) cannot bill at a higher rate for the corresponding individual on any given task order than the MFBHRs provided in the original proposal.

3.8.1 Task Order Reimbursement

For each task order, IDL and the Contractor will mutually determine the appropriate labor mix and any other costs directly associated with performing the task order. IDL will pay invoices on a reimbursement basis only (actual hours worked). No markup on services will be allowed under the Contract resulting from this RFP. It is expected that a time-and-materials approach will be used in most cases; however, IDL may wish to use a fixed-fee or firm-fixed-price method on some task orders.

Note: In relation to most tasks, IDL and the Contractor will negotiate hourly rates for the utilized personnel lower than the MFBHRs provided in the Cost Schedule. Although MFBHRs are the standard by which all Offerors will be fairly and comparatively scored during the solicitation process, the awarded Contractor will work with IDL to assess and establish a fair mix of costs and profit for resulting work.

3.8.2 MFBHR Escalation

The Contractor, at its option, may submit an escalation request in writing, no less than forty-five (45) calendar days prior to the renewal date of the Contract, for any personnel included in its Cost Matrix. The Contractor shall utilize the Key Personnel Cost Matrix for such requests. This requested increase in MFBHRs cannot exceed 2% annually, by individual. Upon receipt of the escalation request, IDL will review and either approve, clarify, or disapprove the increases in MFBHRs. If disapproved, IDL will provide a substantive written justification as to why the escalation request was denied in whole or in part.

3.8.3 Billing Procedures

The Contractor must provide an official invoice upon completion of work. The invoice must be submitted no later than ninety (90) calendar days after services were provided. Payments will be made by IDL to the Contractor on a quarterly basis for work completed on all Task Orders active at the time of payment. If reimbursements for multiple Task Orders are being made on a single invoice, the Contractor should break those projects out by Task Order so it is clear to IDL the amount requested for reimbursement by Task Order. No invoice will be accepted or paid without receipt of required supporting documentation. Invoices submitted without the required supporting documentation will be returned to the Contractor for resubmission.

The Contractor must provide the following information with each invoice:

- Entity name and IDL-assigned Contract number.
- Task Order number(s) and project name(s).
- Identification of the billing period.
- Total amount requested for reimbursement for the billing period.
- Detailed description of services/products provided and associated # of hours/\$ amounts, as appropriate.
- Name of authorized individual/contact information for Contractor.
- Name of the IDL project officer in charge of the specific Task Order(s).

Invoice(s) shall be submitted to:

By Email (preferable):

Idaho Department of Lands

Attn: Joyce Jowdy, Forestry Assistance Bureau

jjowdy@idl.idaho.gov

By Mail:

Idaho Department of Lands

Attn: Joyce Jowdy, Forestry Assistance Bureau, Coeur d'Alene Staff Office

3284 W Industrial Loop, Coeur d'Alene ID, 83815

IDL's fiscal year ends on June 30. For projects that continue work into July, invoices must be split by work performed up to June 30 and work performed on or after July 1 of the corresponding calendar year.

Part of the funding for these services comes from the USDA Forest Service (USFS). In that light, no MFHBR can exceed the current (as amended from time-to-time) federal ceiling for hourly consultant services.

4 TASK ORDER AND CONTRACT MANAGEMENT

Project (Task Order) Management

IDL will initiate projects throughout the term of the Contract. These projects, based on the requirements of the Contract Scope of Work (**Section 3.7**) above, will be prepared and completed as individual “Task Orders.” Each Task Order (when finalized) will contain a detailed Task Order work plan (referencing one or more of the Scope of Work categories outlined in **Section 3.7**), as well as a Task Order completion schedule (this will include target dates for deliverables), and a Task Order cost estimate. A Task Order template will be provided to the Contractor in the initial kickoff meeting after award.

Note: The Contract resulting from this RFP will be an indefinite delivery/indefinite quantity (IDIQ) agreement – therefore, IDL cannot provide details of how many actual Task Orders will be assigned or forecast cost estimates for those projects.

An individual Task Order may be extended to allow for project completion; and amended to more accurately reflect the work to be done if unknown circumstances lead to a substantive change in the focus of the Task Order. All Extensions/Amendments of Task Orders shall be approved in writing by the IDL project officer. An individual Task Order can survive the expiration of the master agreement, but will be completed under the same terms and conditions as if the master agreement were still in place. Task Orders surviving the expiration of the master agreement cannot be modified.

The details of the Task Order process follow:

IDL Project Officer

IDL will designate a project officer to administer each Task Order. The Contractor will work under the direction of and report directly to the project officer. The IDL project officer will do the following:

- Direct the Contractor to develop a draft Task Order for the work to be completed, for submission to the IDL project officer. See **Task Order Preparation** below.
- Review and comment on the draft Task Order submitted to the IDL project officer by the Contractor and make recommendations for approval, and issue a notice-to-proceed.
- Track and evaluate work progress against Task Order requirements.
- Receive and approve deliverables based upon Task Order work plan and Task Order completion schedule.
- Revise the Task Order work plan requirements or approve a Task Order extension(s) or amendment(s) as necessary to meet the objectives of the project.
- Authorize payment based upon satisfactory progress of work completed on the Task Order.

Task Order Preparation

A Task Order process will be initiated when the IDL Project Officer issues an assignment to the Contractor to develop a draft Task Order. These assignments will contain a detailed work plan request (which will reference one or more of the Scope of Work requirements included in **Section 3.7**), as well as IDL’s estimates of the following: a Task Order completion schedule and Task Order costs. Assignments can be made verbally or in writing. Upon receipt of a Task Order assignment, the Contractor will have ten (10) calendar days (or another mutually agreed-upon Task Order specific response schedule) to prepare and submit a draft Task Order. This draft Task Order shall be prepared by the Contractor in the template provided by IDL and shall include:

- The draft Task Order work plan arranged in logical work deliverables.
- A Task Order completion schedule highlighting major deliverables, including target dates and any potential risks to meeting target dates.
- A detailed draft Task Order cost estimate for completing the work plan, to include itemized estimates of:

- Key staff personnel by name and assignment.
- Direct labor mix (hours per person by position)
- Any other applicable costs
- Cost control steps including strategies to maximize cost efficiencies and new approaches to maximize cost effectiveness.
- Provide an estimate of total Task Order cost savings.

Review and Approval of Task Orders

Once the draft Task Order is received by the IDL project officer, the project officer will review the draft Task Order in its entirety, and, at the project officer's discretion, may ask the Contractor to revise the Task Order to accurately reflect the requirements of the work to be completed. Upon receipt of the request for revisions, the Contractor shall have five (5) calendar days (or another mutually agreed-upon Task Order specific response schedule) to make the revisions and resubmit the revised draft Task Order to the project officer. This process will continue until the draft is accepted by the IDL project officer as a final, "approved," Task Order. The Task Order will then be signed first by the Contractor, and then executed upon IDL's signature.

Upon approval (i.e., bilateral signatures from the Contractor and IDL), a Task Order is considered part of the Contract. The final approved Task Order will represent the documentation of the agreed upon Task Order work plan, Task Order completion schedule, and Task Order cost estimate.

Revision/Cancellation of Task Orders

Revisions/Modifications may be made to a Task Order through issuance of a Task Order amendment. An amendment can only be initiated in writing by the IDL project officer. Task Order amendments will be used for significant changes in work plan, deliverables, or substantive increases/decreases in actual project costs. Amendments shall include any revisions/modifications, and specify the reason for the revisions/modifications. When the amendment is accepted by the IDL project officer and subsequently approved, the amended Task Order will be signed first by the Contractor, and then executed upon IDL's signature. Upon approval (i.e. bilateral signatures from the Contractor and IDL), an amended Task Order is considered part of the Contract.

The Contractor may request minor modifications to a Task Order work plan, completion schedule, or associated costs. A detailed justification of the requested minor modifications must first be made in writing to the IDL project officer. The project officer must approve modifications prior to the Contractor implementing the modified Task Order. These modifications will be noted, in writing, within the task order document, and will be considered as original to the Task Order (i.e., no amendment will be required for approved minor modifications).

Changes in Task Orders will not be allowed when such changes would be attributable to contractor error or contractor delays.

An IDL project officer may request the cancellation of an assigned Task Order with a written notice to the Contractor. Upon receipt of such notice, the Contractor shall immediately stop work on that particular Task Order. The Contractor may invoice for the work completed against that specific Task Order prior to cancellation.

Revisions/Modifications to a Task Order work plan may result in added or reduced Contractor costs. Any change in Contractor costs shall not substantively impact the overhead and profit as laid out in the initially accepted/revised Task Order cost estimates. This provision is included to prevent purposefully inflated Task Order cost estimates. The actual overhead/profit of individual Task Orders, upon invoice, shall be essentially based upon accurately derived Task Order cost estimates as provided in the accepted Task Order.

General Contract Management

IDL will designate a Contracting Officer's Representative (COR) for the Contract that will serve as the primary point of contact for administrative and oversight questions and concerns. The Contractor shall also designate a single point-of-contact for matters relating to the general administration of the Contract. The Contractor's single-point-of-contact will be responsible for the following:

- General contract management, to include the revisions to Key Personnel, escalation requests, administrative and oversight questions/concerns, etc.
- Notifying IDL of potential or existing conflicts of interest when engaging in work.
- Receiving important Contract correspondence including extensions/amendments to the Contract, questions regarding performance on specific Task Orders, and the like.
- Administering the timely delivery of required and requested reports (see **Reporting and Project Status** below).

Reporting and Project Status

The Contractor shall be responsible for the following for the duration of the Contract:

1. A monthly progress report detailing activities and budget status of each active Task Order. This report must also include projections of upcoming activities, anticipated problems, and proposed resolutions to the identified problems.
2. Field logs and before-and-after-treatment photographs maintained during oversight activities; copies shall be attached to the corresponding monthly progress report, if requested by IDL.
3. Every-other-week planning and status meetings (virtual format, i.e., ZOOM, Teams, or other acceptable method) for each individual Task Order.
4. Other reports may be required and requested by IDL during the term of the Contract.

IDL Access for Quality Assurance Purposes

IDL reserves for itself (or its agents) the right of access to the Contractor's facilities, records, documentation, and work areas, including those of the Contractor's subcontractors and suppliers, for the purpose of quality assurance or quality control inspection, test, witness, audit, surveillance, review, or evaluation of items, work activities, documentation, records, or processes. This right of access is reserved to be announced at least 14 days in advance.

5.0 METHOD OF EVALUATION AND AWARD

The objective of IDL in soliciting and evaluating Proposals is to ensure the selection of a firm or individual that will produce the best possible results for the funds expended.

- 5.1 All Proposals will be reviewed first to ensure that they meet the Mandatory Submission Requirements of the RFP as addressed in Sections noted with an (M) or (ME). Any Proposal not meeting the Mandatory Submission Requirements may be found non-responsive.
- 5.2 The Technical Proposal will be reviewed first on a “pass” or “fail” basis to determine compliance with those requirements listed in the RFP with an (M) or (ME). All Proposals which are determined by the IDL, in its sole discretion, to be responsive in this regard will continue in the evaluation process outlined in this Section.
- 5.3 The Technical Proposal will be evaluated and scored utilizing an IDL Evaluation Committee comprised of subject matter experts and program-specific employees.
- 5.4 The scores for the Technical Proposal will be normalized as follows: The Technical Proposal with the highest raw technical score will receive all available Technical Points (800). Other Proposals will be assigned a portion of the maximum available Technical Points, using the formula: $800 \times \text{raw score of technical Proposal being evaluated} / \text{highest raw technical score}$.
- 5.5 The Cost Proposal will only be opened and scored for responsive Offerors receiving a weighted Technical score.
- 5.6 The scores for the Cost Proposal will be normalized as follows: The cost evaluation will be based on the costs proposed for each category (Technical Staff and Administrative/Support Staff) as itemized in the Cost Proposal (Attachment 1). The Proposal with the lowest Technical Staff average MFBHR will receive all available category points of 150. Other Proposals will be assigned a portion of the Technical Staff category points using the formula: $150 \times \text{lowest section MFBHR average} / \text{category MFBHR average being evaluated}$. The Proposal with the lowest Administrative/Support Staff average MFBHR will receive all available category points of 50. Other Proposals will be assigned a portion of the Administrative/Support Staff category points using the formula: $50 \times \text{lowest section MFBHR average} / \text{category MFBHR average being evaluated}$.
- 5.7 The number of total points for each Proposal will be determined by adding the normalized score for the Technical Proposal to the normalized score for the Cost Proposal.

5.8 Evaluation Criteria

Technical Proposal:

Mandatory Submission Requirements Pass/Fail	
Business Information (Section 3.4)	350 points
Organization and Staffing (Section 3.6)	100 points
Scope of Work (Section 3.7)	350 points

Cost Proposal (Attachment 1):

Technical Staff category	150 points
Administrative/Support Staff category	50 points

Total Points	1,000 points
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5.9 Award

Award of Contract will be made to the responsive, responsible Offeror whose Proposal receives the highest number of total normalized points.

Contract Term

The initial term of the contract will be one (1) year and is officially executed upon the date of IDL's final signature. Upon mutual, written agreement, the Contract may be renewed annually for a total lifetime contract term not to exceed five (5) years. The Contract, at IDL's discretion, may also be extended or amended.

Note: This is an IDIQ Contract. No guarantees or forecasts can be provided of actual Task Orders assigned during the life of the agreement, nor can an actual contract value be assigned for the resulting award. The Contract will be awarded at a blanket value based upon the historical expenditures of similar work, particular budget restrictions, and internal projections of work to be completed.

Renewals

IDL will review and renew the Contract annually, based upon the satisfactory completion of Contract deliverables by the Contractor. As there is no way to pinpoint the actual required duration of individual Task Orders or the specific Task Orders that will be required to complete the Contract Scope of Work requirements, this Contract may be renewed annually for up to five (5) years to ensure the successful completion of that work.

Additionally, a Task Order may survive the final expiration of the master contract if that Task Order is awarded prior to the expiration of the Agreement. However, the terms of that Task Order will need to be laid out specifically and exceed the expiration date of the Agreement by no more than one (1) full year. Any Task Order surviving beyond the expiration of the Agreement will be subject to all terms and conditions of the Agreement as if it were still active.

5.10 Best and Final Offers

IDL may, at its sole option, either accept an offerors initial proposal, by award of contract, or enter into discussions with offerors whose proposals are deemed to be reasonably susceptible of being considered for award. After discussions are concluded, an Offeror may be allowed to submit a "Best and Final Offer" for consideration.

5.11 Negotiations

IDL may, if in its best interest, elect to enter into negotiations in accordance with IDL Procurement Policy 13.

ATTACHMENT 1 – COST PROPOSAL

RFP 21-304 – ISS Forestry Consultant Technical Services – South ID

Offerors must utilize the Cost Matrix for submitting a Cost Proposal. Do not change the format of the Cost Matrix. The Key Personnel identified in **Section 3.5** must match the Key Personnel provided within the Cost Matrix. You may add additional lines to either category as needed to accommodate all Key Personnel for that category.

- The Offeror shall provide maximum fully-burdened hourly rates (MFBHRs) which must include, **but not be limited to:** direct raw labor costs or hourly wages; all costs for hourly overhead such as vacation and sick pay; general and administrative overhead including travel costs, associated rent, utilities, computer time, office supplies; profit; fees; supplies; performance evaluation and quality assurance. In short, an MFBHR is defined as ‘all costs, including travel, associated with the delivery of an hour of services from the personnel cited on a billing statement’. The Contractor cannot bill at a higher rate for the corresponding individual on any given task order than the MFBHRs provided in this Cost Matrix.

Calculate the average MFBHR of all Key Personnel identified by category.

MFBHRs paid under the Contract by individual, or any alternate individual substituted in that position, shall not exceed the hourly rate proposed, save any IDL-approved increases pursuant to the escalation details provided above.

As provided in Section 5, each category (Technical Staff and Administrative/Support Staff) is evaluated separately.

COST MATRIX for RFP 21-305			
NAME	TITLE	BRIEF JOB DESCRIPTION	MAXIMUM Fully Burdened Hourly Rate (MFBHR)
TECHNICAL STAFF			
1			
2			
3			
4			
ADMINISTRATIVE/SUPPORT STAFF			
1			
2			
3			
4			
5			
6			

This Appendix A “Cost Proposal” must be completed and returned with your response.

Company Name: _____

Name of Individual submitting Proposal: _____

Phone: _____ E-mail: _____

RFP 21-304
ISS Forestry Consultant Technical Services – South ID
ATTACHMENT 2-OFFEROR QUESTIONS

PLEASE DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY’S NAME OR PRODUCT NAMES OF INTELLECTUAL PROPERTY IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

- DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
- Enter the solicitation section number that the question is for in the “Solicitation Section” field (column 2). If the question is a general question not related to a specific section, enter “General” in column 2. If the question is in regards to an IDL Contract Term or Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier in column 2, and the attachment page number in column 3.
- Do not enter text in the “Response” field (column 5). This is for the IDL’s responses only.
- Once completed, this form is to be e-mailed per the instructions in the solicitation. The e-mail subject line is to state the solicitation number followed by “Questions.”

21-304 ISS Forestry Technical Consultant Services – South ID – Questions due before 1:00 PM MT on February 8, 2021

Offeror Questions

	Solicitation Section	Page #	Question	Response
1				
2				
3				
4				
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EXHIBIT A – DRAFT CONTRACT

**STATE OF IDAHO
DEPARTMENT OF LANDS**



**Idaho Shared Stewardship Program
ISS Forestry Consultant Technical Services
South Priority Landscape
AGREEMENT NO. 21-304
CONTRACTOR**

STATE OF IDAHO
DEPARTMENT OF LANDS
PROFESSIONAL SERVICES AGREEMENT NO. 21-304

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 serve 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

- a. Contractor shall obtain and maintain insurance at its own expense as required herein for the duration of this Agreement, and comply with all limits, terms and conditions stipulated. Policies shall provide, or be endorse to provide, all required coverage. Contractor shall provide certificates of insurance or certified endorsements as applicable for the insurance required. Contractor shall not commence work under this Agreement until satisfactory evidence of all required insurance is provided to the State.
- b. All insurance, except for Workers Compensation, and Professional Liability/Errors and Omissions shall be endorsed to name the State of Idaho, the State Board of Land Commissioners, and the Idaho Department of Lands as Additional Insured.
- c. All insurance shall be with insurers rated A-, VII, or better in the latest Bests Rating Guide, and be in good standing and authorized to transact business in Idaho. The coverage provided by such policies shall be primary. Policies may contain deductibles, but such deductibles shall not be deducted from any damages due the State.
- d. If any of the liability insurance required for this Agreement is arranged on a "claims-made" basis, then "tail coverage" will be required at the completion or termination of this Agreement for a duration of twenty-four (24) months

thereafter. Continuous “claims-made” coverage will be acceptable in lieu of “tail-coverage” provided the retroactive date is on or before the effective date of this Agreement, or twenty-four months “prior acts” coverage is provided. Contractor will be responsible for furnishing certification of “tail coverage” or continuous “claims-made” coverage.

- e. 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.
- f. Contractor shall maintain insurance in amounts not less than the following;

(1) Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a combined single limit of not less than \$1,000,000 each occurrence, \$2,000,000 annual aggregate. The CGL shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) 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’s Compensation Insurance

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.

(4) Professional Liability/Errors and Omissions Coverage

The Contractor shall maintain professional liability insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$1,000,000, or the equivalent. Annual aggregate limit shall not be less than \$2,000,000.

- g. The Contractor shall require all subcontractors utilized in performance of this Agreement to provide certificates of insurance to the State evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs.

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. 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.

11. 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.

12. 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).

13. 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.

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 Agreement.

15. 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 solicitations. (Idaho Code Section 67-9230(2)).

16. 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.

17. 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.

18. 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 Agreement:
IDL RFP 21-304

- 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 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 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.

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 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.

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 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.

19. **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.

20. **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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. AFFIDAVIT OF COMPLIANCE

The Contractor, upon completion of the project work, must furnish the State with a notarized affidavit (See Exhibit A) 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 Agreement were paid.
- d. Any further claims against the State of Idaho under this Agreement are relinquished, pending payment for services rendered.

32. TIME IS OF THE ESSENCE

Time shall be of the essence in connection with Contractor's performance of its obligations under this Contract.

33. 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 \$XXXX.

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.

34. 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 one (1) year from the date of execution below, with the option to renew annually for up to four (4) years; unless terminated earlier by IDL under any of the provisions of paragraph 18 of this contract.

35. SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed

effective this _____ day of _____, 20__, in Boise, Idaho.

IDAHO DEPARTMENT OF LANDS

COMPANY NAME

By _____

By _____

Title _____

Title _____

Taxpayer ID Number

EXHIBIT B - AFFIDAVIT OF COMPLIANCE

THIS DOCUMENT TO BE SUBMITTED WITH FINAL INVOICE

STATE OF _____)
) ss.
COUNTY OF _____)

TO: IDAHO DEPARTMENT OF LANDS

In conjunction with contract number (21-304),

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 _____

EXHIBIT C – SOUTH PRIORITY LANDSCAPE – MAP

