STATE OF IDAHO

DEPARTMENT OF LANDS

JOSEPH PLAINS LiDAR

REQUEST FOR QUOTE NO. 21-306

DUE BEFORE 3:00:00 PM PT (Pacific Time) ON MAY 13, 2021
The purpose of this Request for Quote (RFQ) package is to solicit quotes for the efficient completion of the LiDAR Data Collection work outlined in the attached project descriptions and contract documents.

QUESTIONS:
Questions pertaining to RFQ specifications must be submitted in writing via email to Sherry Groeschl at sgroeschl@idl.idaho.gov. The deadline for receiving questions is 5:00 P.M., PT, May 3, 2021. Only questions answered by written amendment are binding. Oral interpretations have no legal effect. Unofficial communication streams are not binding and at your own risk. Responses to questions received will be posted as an addendum on the IDL website at www.idl.idaho.gov. Verbal questions will not be accepted.

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

RFQ DEADLINE AND DELIVERY REQUIREMENTS:
Quotes must be received by the Idaho Department of Lands at either the physical address or email address listed below before 3:00:00 PM PT on MAY 13, 2021. The Department of Lands is not responsible for lost or undelivered quotes or for failure of the United States Postal Service or any courier service to deliver quotes to the Idaho Department of Lands by the RFQ deadline. The Idaho Department of Lands assumes no responsibility for failure of any electronic submission process, including any computer or other equipment to deliver all or a portion of the Quote at the time, or to the location, required by the Solicitation. The date and time of electronically received Quotes, to the Idaho Department of Lands email address listed below, will be used to determine if electronically submitted Quotes were received by the due date and time specified. Late quotes will not be accepted. Fax quotes will not be accepted.

Delivery Address:
Idaho Department of Lands
ATTN: Sherry Groeschl, Sr. Buyer
3284 W. Industrial Loop
Coeur d’Alene, ID 83814
OR
sgroeschl@idl.idaho.gov

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

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

Sealed Quote For: RFQ 21-306 – Joseph Plains LiDAR
Responses due Before: 3:00:00 PM PT on MAY 13 2021
ADDENDA

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

BURDEN OF PROOF

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

ORAL INFORMATION

The State will not be responsible for any verbal or oral information regarding a quote.

DISQUALIFICATION AND AWARD INFORMATION

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

PARTNERSHIPS

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

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

PUBLIC RECORDS

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

WORKERS COMPENSATION INSURANCE

All persons working for the State under any contract of hire, expressed or implied, must be covered by worker’s compensation insurance. (Reference Title 72, Idaho Code). Contact the Idaho Industrial Commission with any Worker’s Compensation questions.

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

PREFERENCES

Section 67-2349, Idaho Code, requires application of a preference in determining which contractor submitted the lowest responsible quote. If the contractor who submitted the lowest quote is domiciled in a state which has a preference law that penalizes Idaho domiciled contractors, then the State must apply a preference. The penalty applied to out-of-state contractors competing against Idaho contractors is determined by the penalty applied by the contractor’s domiciliary state to its out-of-state contractors.

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

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

REJECTION OF QUOTES AND CANCELLATION OF QUOTE SOLICITATION

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

**AWARD PROCEDURES**

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

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

Respondents to whom a contract has been awarded will have fourteen (14) calendar days
from the mailing date of the award notice to return to the State a signed copy of the
contract along with the required bonding and certificates of insurance. If the State does
not receive such documents within the specified time period, the State may declare, at its
sole discretion, that all respondent’s rights to the contract are forfeited, and the State may
proceed without further delay or notice to award the contract to the next low respondent.
Any additional work required under this contract but not scheduled will be performed at the rates shown herein. An approved and signed contract modification will be required prior to the starting of additional work.

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

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<th>DESCRIPTION</th>
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Company Name __________________________ Contractors Signature __________________________

Contractor's Name ________________________ Signed by __________________________

Mailing Address __________________________

Title __________________________

Contractor's Email ________________________

Contractor's Phone ________________________

Taxpayer ID # __________________________

Please Print or Type Name __________________________
STATE OF IDAHO
DEPARTMENT OF LANDS
AGREEMENT No. 21-306

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 ________, 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 Contract. 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 IDL acting as the administrative arm of the Board, carrying out the executive directives necessary to meet the mandated Constitutional charge codified in Article IX Section 8 of the Idaho Constitution. The Land Board also oversees the work of the IDL in its regulatory and assistance duties, and in managing Idaho's public trust lands.

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 contract, 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 contract 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 contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 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 contract. 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. 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.

e. 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 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. Aircraft/Aerial Operations Liability Insurance

Contractor shall maintain aircraft/aerial operations liability insurance with a combined single limit of not less than $1,000,000 each occurrence and passenger liability not less than $100,000 per seat. The policy will provide coverage for bodily injury and property damage arising from any aerial operations engaged in under this contract.

3. 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.

4. 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.

f. 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 contract 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 bids. (Idaho Code Section 67-5726(1)).

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 contract, use the State's name in any advertising or promotional media as a customer or client of Contractor without the prior written consent of the State.

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:

   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 contract and any damages incurred by the State, as a result of the default. The State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.

3. Upon written notice of default, Contractor shall be in breach of its obligations under this Contract and the State shall have the right to exercise any or all of the following remedies:
a. Exercise any remedy provided by law or equity;

b. Terminate this Agreement and any related Agreement 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.

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 Agreement 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**
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 $\_

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. This Agreement shall terminate one year from its effective date unless terminated earlier by the State under any of the provisions of paragraph 18 of this Agreement. All requirements of the Agreement must be satisfactorily completed by the Agreement termination date.

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
CONTRACT SUPERVISOR: Silas Whitley

**Purpose:**
The purpose of this project is to collect airborne Light Detection and Ranging (LiDAR) data on IDL endowment ground around Joseph Plains, ID. The LiDAR data collected will be used to help conduct land management operations.

**Project Area:**
The areas of interest for this acquisition include 18 pieces of IDL ground. A zipped shapefile called JosephPlains_LiDAR_AOI has been attached to this RFQ that precisely delineates the project area. The shapefile (.shp) is compatible with ArcMap and other GIS software. The shapefile is in the NAD 1983 Idaho TM projected coordinate system. As calculated in the NAD 1983 Idaho TM projection, the entire project area is comprised of 37,386 acres.

Project area buffer: The polygons included in JosephPlains_LiDAR_AOI.shp do not have any buffers around our areas of interest. The contractor will need to include a buffer of at least 100 meters beyond these polygons for all point cloud and raster deliverables, in order to ensure no areas along edges are missed.
Figure 1: Joseph Plains LiDAR Acquisition Area
Project Goals
The primary goal of this project is to provide high accuracy LiDAR to enhance project planning and implementation. The data will be used by timber sale preparation specialists for enhanced on-the-ground project planning.

High point density LiDAR provides an accurate DEM with valuable topographic detail. From an accurate DEM roads and skid trails can be identified, as well as landform features such as slumps and landslides. LiDAR can be used to produce stand boundaries and tree delineations, allowing for greater and more accurate stand information. Hydrologic conditions of a watershed can more easily and accurately be assessed using LiDAR, allowing for a better representation of ground condition than road or field based surveys. LiDAR produces a more accurate and encompassing data set for fewer dollars per acre than standard field based data collection.

Deliverables
Mobilization:
Consists of moving personnel, equipment, material and incidentals to the point of hire and from the point of release. The price for mobilization should be based on the assumption that one mobilization from the contractor’s base of operations will be required to complete the contract work. No equitable adjustment shall be approved for any mobilizations required to correct data voids or to correct LiDAR data deficiencies.

Report: Deliverables the contractor shall provide to the IDL include Aircraft trajectories, .las format all-return point files, Ground (Bare-earth) Digital Terrain Model (DTM), full-feature (highest-hit) Digital Surface Model (DSM), ground point list, intensity image, and formal metadata. The report shall be a digital text report that describes survey methods; results; Contractor’s accuracy assessments, including internal reproducibility and absolute accuracy; file formats; file naming schemes; tiling schemes.

Aircraft trajectories: (SBET files) shall be ASCII point files or ESRI shapefiles, with aircraft position (easting, northing, elevation) and attitude (heading, pitch, roll) and GPS time recorded at regular intervals of 1 second or less. May include additional attributes, such as temperature and humidity or other relative information the contractor deems appropriate.

All-return point cloud: shall be .las 1.4 format files listing all valid returns; all fields populated. For each return: GPS week and GPS second OR Posix time, easting, northing, elevation, intensity, return #, return classification. May include additional attributes. No duplicate entries. Time shall be reported to the nearest microsecond or better. Easting, northing, and elevation shall be reported to the nearest 0.01 meter. Classification of returns shall be as complete as is feasible and without avoidable return misclassification. 1/100th USGS 7.5-minute
quadrangle (0.75 minute by 0.75 minute) tiles. All point cloud data must have erroneous points removed from the dataset.

Bare earth Digital Terrain Model (DTM): Raster representation of ground surface, interpolated from identified ground points. Grids shall conform to the following specifications:

1) ERDAS Imagine .img, 1-meter cell size, snapped to (0,0);
2) Delivered tiles: 1/4th USGS 7.5-minute quadrangle (3.75 minute by 3.75 minute);
3) The ground surface rasters shall not include breaklines derived from other data sources;
4) Surface models shall have no tiling artifacts, visible seamlines, and no gaps at tile boundaries. Areas outside the buffered survey boundary (~100 meter buffer) shall be coded as NoData Value of -9999; and,
5) Raster DTM processing shall use Bilinear Interpolation. Final delivered product shall have a pixel depth of 32-bit floating point.

First-return (highest-hit) Digital Surface Model (DSM): Raster of first-return surface, cell heights are highest first return within that cell. Note that a 50-cm cell size is requested of the DSM due to a greater number of pulse returns. Grids shall conform to the following specifications:

1) Cells without first returns shall be coded as NoData Value of -9999;
2) Delivered tiles: 1/4th USGS 7.5-minute quadrangle (3.75 minute by 3.75 minute);
3) ERDAS Imagine .img, 50-centimeter cell size, snapped to (0,0);
4) The DSM must be properly aligned with the DTM, allowing for tree heights to be calculated by subtracting the DTM values from the DSM values;
5) The first-return surface raster models shall not include breaklines derived from other data sources; and,
6) Raster DSM processing shall use Bilinear Interpolation. Final delivered product shall have pixel depth of 32-bit floating point.

Intensity image: Raster of 1st-return intensity.
Vegetation analysis using the intensity image requires that values be consistent. The Contractor must document how the intensity image is calibrated or normalized to reduce inconsistencies that limit its utility for analysis. ERDAS Imagine .img format, 1 m pixel size, 1/4th USGS 7.5-minute quadrangle (3.75 minute by 3.75 minute) tiles. Intensity image shall have no tiling artifacts, visible seamlines, or gaps at tile boundaries. Areas outside the survey shall be coded as NoData Value of -9999. Final delivered product shall have a non-interpolated 16-bit unsigned pixel depth.
Supporting shapefiles:
   a) A shapefile of the tiling tessellation (polygon feature):
      The attribute name for each tile in the index shapefile shall match
      exactly the name for its corresponding *.las file. For the sake of
      consistency, all filenames shall contain only lowercase letters. In
      addition, file names shall not contain any spaces or special characters.
   b) Shapefiles with the tracking of the individual flightlines and flightline swaths.

Data format:
LiDAR data will be transformed to a UTM ZONE 11, NAD83 CORS96 horizontal datum
and NAVD88 vertical datum with orthometric heights. All horizontal units should be
expressed as meters. This standard applies to all laser returns and includes scan angle
and intensity values for each return.

**Sensor/Acquisition Specifications:**

**Point Density:**
A cumulative minimum point density of \( \geq 8 \) points/m\(^2\) for the project area.

**Flight line overlap:**
A 50% overlap of opposing flight lines within the project area; such that all locations
within the project area are covered by at least two (2) flight lines.

**Pulse repetition frequency (PRF) and Number of Returns (NR):**
A PRF of at least 60 kHz (60,000 laser pulses per second). The data shall be
acquired using a LiDAR system that collects a minimum of four returns for each laser
pulse.

**Wavelength:**
900-1900 nm discrete return (NIR)

**On-Ground laser diameter:**
15cm-40cm (use instrument’s narrow divergence setting if available). The IDL will
accept larger beam divergence if the contractor can meet all accuracy requirements
outlined in the scope of work. It is the IDL’s understanding that any lidar data point
has a margin of error equivalent to its divergence at the elevation of whatever object it
hits. Without knowing whether the point return came from the edge or the middle of
the footprint, the horizontal accuracy of each point is decreased as the beam
divergence increases. The IDL is requiring a horizontal RMSE of \(<55\)cm. This
accuracy will be assessed by comparison of laser points to GPS ground level survey
data collected by the contractor.
Near-nadir scan angles:
The sensor system will have a near-nadir scan angle of < 30° (maximum of 15° from nadir, per side). If a wider FOW were used, this must be expressed in the pre-work meeting. If the sensor can be shown to meet USGS LiDAR Base Specifications, the IDL may allow for greater scan angles but would pay close attention to gaps and relative accuracy of the data.

Flight Line Direction:
Opposing multi-swath

IMU
Contractors must fully describe all steps taken to calibrate the aircraft’s onboard inertial measurement unit (IMU) and sensor offsets and settings.

GPS or GNSS Procedures:
All ground control measurements shall be collected by the contractor for processing. The GPS points will be made with dual frequency L1-L2 receivers with carrier-phase correction. All GPS measurements shall be made during periods with PDOP less than or equal to 3.0 and with at least 6 satellites in common view of both a stationary reference receiver and the roving receiver. At least two GPS reference receivers shall be in operation during all LiDAR missions, sampling positions at greater than or equal to 1 Hz. The roving GPS receiver in the aircraft shall sample positions at greater than or equal to 1.0 Hz. Differential GPS baseline lengths shall be no longer than 50 km.

Data collection and Acquisition Schedule:
Data collection shall not be conducted while there is snow cover on the ground nor during inclement weather conditions (high winds, rain, fog, low cloud cover) that would significantly diminish the quality of the data. Data collection shall be conducted during the “leaf on” period of the year; to provide data for vegetation classification and mapping. In order to insure optimal leaf-on conditions, LiDAR collection must occur between the months of June and October. Weather during this time period is mostly sunny, with occasional overcast, rainy, or smoky conditions. There is a possibility of large fires during mid-late summer, causing smoky conditions for extended periods of time (possibly 2-3 months of continuous smoke). The contractor should monitor fire conditions and plan accordingly to avoid noise in the point cloud caused by heavy smoke. Any delays for the final data delivery due to smoke or other fire related setbacks should be discussed with the IDL prior to the data processing phase of the project.
Accuracy
Data will conform to the following minimum accuracy standards; < 10 cm vertical and < 55 cm horizontal RMSE. Slope elevation reproducibility (RMSE) 0 degrees: ≤ 15 cm, 20 degrees: ≤ 35 cm, 50 degrees: ≤ 100 cm.

a) Absolute accuracy will be assessed by comparison of laser points to GPS ground level survey data provided by the contractor and NGS controls. Control measurements across multiple flight lines will be used to compare laser points collected along a variety of surfaces (e.g., roads, under vegetation types, and across varying slopes) to provide a diversity of points for comparison. Absolute accuracy statistical analysis will provide the root mean square errors, tests for skewness/distribution, and error percentiles.

b) Relative accuracy will be assessed by comparison of laser points to each other. Laser points that paint a target, whether sampled in the same flight line or sampled in an overlapping line, must provide consistent measurements. Relative accuracy is a measure of the ability to place consistent points on the same target, below a desired range of deviation, and will be tested by the vendor through automated sampling routines that compare elevation, slope and intensity values for the same area within two or more overlapping flight lines.

c) Horizontal and vertical control will be established as necessary, adjusted to the pre-established HARN or CORS utilizing dual frequency receivers with surveys done to at least Third-order, Class 1 specifications as promulgated by the Federal Geodetic Control Subcommittee (FGCS). Vertical control shall be tied to NGS benchmarks in the NAVD88 vertical datum, with a height unit of meters.

Completeness
Minimum acceptable swath overlap and aggregate 1st-return density are:
1. Coverage: No voids between swaths.
2. Coverage: No voids because of cloud cover or instrument failure.
3. Swath Overlap: Less than or equal to 20% no-overlap area per project area.
4. Swath Overlap: No arbitrary 1 km by 1 km area with less than 50% double coverage.
5. Return Density: The Nyquist Sampling Method will be used to determine return density. The Nyquist method is based on a regular grid, with a cell size equal to the design of 2 x Nominal Point Spacing (NPS) where in at least 90% of the cells in the grid shall contain at least one Lidar point.
Quality Control
The contractor shall submit a Quality Control Plan (QCP). The Plan must demonstrate how the contractor will assure that quality of performance meets the objectives and requirements of the contract. The QCP shall specify:

1. How quality will be monitored to assure performance requirements and standards are met.
2. What methods will be used to identify and prevent defects in the quality of service performed
3. Clearly specify the removal of outliers from the delivered products so that no further data clean up is necessary once the data is received.
4. Identify the personnel responsible for performing quality control.

A thorough quality assurance assessment will be conducted by the IDL to determine if the LiDAR data deliverables meet the specified Technical Specifications. The following procedures will be used for assessing the quality of the data:

a. assess pulses per sq meter to determine if the dataset meets the technical specifications
b. flag tiles with potential elevation outliers.
   c. inspect 3D point cloud for all tiles for outliers, holes, gaps, etc.
   d. inspect flightline overlap based on pulse density.
   e. inspect Bare-earth surface model (DTM) – looking for artifacts, gaps and holes.
   f. inspect First-return (highest-hit) surface model (DSM) - looking for artifacts, gaps and holes.
   g. inspect 1st-return intensity image- looking for artifacts, gaps and holes.

Exceptions:
1) Cells intersecting with the project area perimeter will not be assessed; and,
2) As defined by the National Hydrography Dataset (NHD), cells containing polygon water features (e.g. StreamRiver and LakePond) will not be assessed, however, cells containing line water features will be assessed in the Quality Assurance assessment.

If it is determined that the acquired LiDAR data is insufficient based on the Quality Assurance assessment, the Contractor may be required to reprocess and/or re-fly problem areas to receive full-payment. Otherwise the Contractor may be required to re-negotiate a reduced price of the LiDAR deliverables.

An overall point density of 8ppsm will be determine using the Nyquist Sampling Method. If an area(s) does not meet this [Nyquist Sampling Method] standard, IDL shall reduce payment on that specific area(s) based on the percentage the area(s) in question that fall below the 90% standard. e.g., If only 80% of the areas in the project
AOI meet the standard of at least one LiDAR point, IDL shall reduce the payment by 10% for the total line price.

**Timeline**

Data Acquisition Deadline          October 15, 2021  

Data Processing Deadline          
   Report
   All-returns Point Cloud
   Ground point Cloud
   DTM
   DSM
   Intensity Image
   Supporting Shapefiles      December 15, 2021

IDL Quality Assessment Deadline      December 31, 2021

**Payment Information:**
Unless a separate payment plan is approved by the IDL COR, payments will be made as follows:

- 20% invoice at kickoff/initiation
- 40% due after acquisition
- 30% due after submittal of products
- 10% due after acceptance
EXHIBIT B
AFFIDAVIT OF COMPLIANCE
TO BE SUBMITTED WITH FINAL INVOICE

STATE OF )
 ) ss.
COUNTY OF )

TO: IDAHO DEPARTMENT OF LANDS

In conjunction with contract number 21-306

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 ________________