

STATE OF IDAHO
DEPARTMENT OF LANDS



2024 GOPHER CONTROL
INVITATION TO BID NO. 24-208(2)
DUE BEFORE 3:00:00 PM PT ON FEBRUARY 22, 2024

IDAHO DEPARTMENT OF LANDS
2024 GOPHER CONTROL
INVITATION TO BID NO.
24-208(2)

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**STATE OF IDAHO
DEPARTMENT OF LANDS
INVITATION TO BID 24-208(2)**

2024 GOPHER CONTROL

RESPONSES DUE BEFORE 3:00:00 PM PT ON FEBRUARY 22, 2024

The purpose of this Invitation to Bid (ITB) package is to solicit sealed bids for the efficient completion of the GOPHER CONTROL work outlined in the attached project descriptions and contract documents.

PRE-BID MEETING:

This Invitation to Bid is time sensitive and does not involve a pre-bid meeting. It is to your benefit to immediately review the document and ask questions (if any) as soon as possible.

QUESTIONS:

All questions related to this Invitation to Bid shall be directed to Sherry Leason at sleason@idl.idaho.gov. Inquiries shall be in writing using Attachment 2 – Bidder Questions. Inquiries shall reference the appropriate ITB page number and section. Verbal questions will not be accepted. The deadline for receiving questions is **5:00 P.M., PT, on February 5, 2024**. Only questions answered by written amendment are binding. Oral interpretations have no legal effect. Unofficial communication streams are not binding and at the Contractors own risk. Responses to questions received will be posted as an addendum on the IDL website at www.idl.idaho.gov.

INSTRUCTIONS:

The submitting Vendor agrees that its Bid, Quotation or Proposal shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing date, unless otherwise identified in the Solicitation. No Bid, Quotation or Proposal will be accepted if marked "price prevailing at time of delivery," "estimated prices," "actual costs to be billed," or similar phrases. After the date and time of closing, no price change will be allowed, unless otherwise stated in the Solicitation. All Bids, Quotations and Proposals must be in U.S. Dollars.

All price bids must be entered on the attached Schedule A. Bids may be entered electronically in the excel version of the Schedule A. Simply enter the PRICE PER UNIT and the Excel sheet will calculate the TOTAL EXTENDED AMOUNT. Then print and sign the form OR print the blank form and enter bids by hand and sign it. The signed Schedule A shall be returned to either the Email or physical address listed below. The right is reserved to accept bids on each item separately or as a whole. IDL reserves the right to award on an all or nothing basis or to accept any portion of a bid or to award multiple contracts if in the best interest of the State. Idaho Department of Lands shall award to the qualified respondent(s) submitting the lowest responsive bid. 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.

ITB DEADLINE AND DELIVERY REQUIREMENTS:

Sealed bids must be received by the Idaho Department of Lands at 3284 West Industrial Loop, Coeur d'Alene Idaho 83815 **before 3:00:00 PM PT on February 22, 2024**. The Department of Lands is not responsible for lost or undelivered bids or for failure of the United States Postal Service or any mail courier service to deliver bids to the Idaho Department of Lands by the bid 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 Bid at the time, or to the location, required by the Solicitation. The date and time of electronically received bids, to the Idaho Department of Lands email address listed below, will be used to determine if electronically submitted bids were received by the due date and time specified. **Late bids will not be accepted. Fax bids will not be accepted.**

Delivery Address:

Idaho Department of Lands
ATTN: Sherry Leason, Senior Buyer
3284 West Industrial Loop
Coeur d'Alene ID 83815

OR

PurchasingITB@idl.idaho.gov

A bid 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.

Mailed bids are to be mailed in a sealed envelope and are to be marked in the lower left hand corner with the following information:

Sealed Bid For:	ITB #24-208(2) – 2024 Gopher Control
Responses due:	Before 3:00:00 PM PT on 2/22/24

Emailed bids are to be marked in the subject line with the following information:

Sealed Bid For:	ITB 24-208(2) – 2024 Gopher Control - DUE Before 3 PM PT on 2/22/24
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PUBLIC BID OPENING

There will be a public bid opening at the Idaho Department of Lands at 3284 West Industrial Loop, Coeur d'Alene ID 83815 at **3:15:00 P.M. (PT) on 2/22/24**. Participants may attend via IDL's phone conferencing solution in place of attending in person by calling 208-769-1525 and asking to be transferred to extension 5058.

IDAHO DEPARTMENT OF LANDS

STANDARD INFORMATION

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 BIDS AND CANCELLATION OF SOLICITATION

Prior to the issuance of a contract, the State shall have the right to accept or reject all or any part of a bid when: (i) it is in the best interests of the State of Idaho; (ii) the bid does not meet the minimum bid specifications; (iii) the bid is not the lowest

responsible bid; (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 bid 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 bids or to cancel the solicitation. 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 bids are deemed unreasonable or sufficient funds are not available; (vi) bids 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

IDL reserves the right to enter into negotiations in accordance with IDL Procurement Policy 455.

The State will notify all respondents 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.

SCHEDULE OF EVENTS

Invitation to Bid Release	January 19, 2024
Deadline for Receipt of Written Inquiries	February 5, 2024
Bid Due Date	Before 3:00 PM PT on February 22, 2024
Anticipated Intent to Award Date	February 27, 2024
Anticipated Contract Award Date	March 6, 2024

SCHEDULE A
IDL ITB 24-208(2)
2024 GOPHER CONTROL

SUPERVISORY AREA	PROJECT NAME AND NUMBER	VEGETATION COVER†	UNIT OF MEASURE	PRICE / UNIT OF MEASURE			AMOUNT EXTENDED
				GOPHER ACTIVITY LEVEL*			
				BID	LIGHT	MODERATE	
Clearwater	CLW Gopher Control 2024	LOW	ACRES	0	0	92	\$ -
			RATE	\$ -	\$ -	\$ -	
	40-1369-105-23	MEDIUM	ACRES	68	162	321	\$ -
			RATE	\$ -	\$ -	\$ -	
		HIGH	ACRES	0	0	150	\$ -
			RATE	\$ -	\$ -	\$ -	
TOTAL:							\$ -
Ponderosa	2024 Ponderosa Gopher Control	LOW	ACRES	0	345	103	\$ -
			RATE	\$ -	\$ -	\$ -	
	41-0368-105-23	MEDIUM	ACRES	0	392	59	\$ -
			RATE	\$ -	\$ -	\$ -	
		HIGH	ACRES	0	0	0	\$ -
			RATE	\$ -	\$ -	\$ -	
TOTAL:							\$ -
*	LIGHT: <15 bait sets per acre (average distance of 54 feet or greater between bait sets); MODERATE: 15-30 bait sets per acre (between 38 and 54 feet average distance between bait sets); HEAVY: >30 bait sets per acre (average distance of 38 feet or less between bait sets)						
†	LOW: Less than 35% average slope, less than 15% vegetation cover higher than 2' and/or slash deeper than 1' MEDIUM: One or more of the "LOW" characteristics are exceeded, but they do not meet characteristics of "HIGH" HIGH: Greater than 45% average slope, and/or over 50% of the unit has vegetation higher than 2' and/or slash deeper than 1'.						
Please fill in every box of the matrix. Unit values of 0 acre are for bid comparison purposes only; they do not represent planned work.							
Any additional work required under this contract but not scheduled will be performed at the rates shown herein. An approved and signed contract modification may be required prior to the starting of additional work.							
In the case of math errors, the PRICE PER UNIT OF MEASURE will be correctly extended and the corrected TOTAL EXTENDED AMOUNT will be the basis for award.							
Company Name _____				Contractor's Email _____			
Contractor's Name _____				Contractor's Phone _____			
Mailing Address _____				Taxpayer ID # _____			
Contractor Signature _____				Idaho State Professional Applicator License Number _____			
Contractor Title _____				Signed by _____			

STATE OF IDAHO
DEPARTMENT OF LANDS



2024 GOPHER CONTROL
CONTRACT NO. TBD
CONTRACTOR TBD

STATE OF IDAHO
DEPARTMENT OF LANDS

2024 GOPHER CONTROL
CONTRACT NO. TBD

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Project Description(s) and Map(s).....Attachment #3

**STATE OF IDAHO
DEPARTMENT OF LANDS**

**2024 GOPHER CONTROL
CONTRACT NO. TBD**

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

1. DEFINITIONS AND TERMS

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

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

2. REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

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

2.1 The Contractor is fully qualified to act as the Contractor and shall maintain any and all licenses, permits, or other authorizations necessary to perform as the Contractor.

2.2 The Contractor has become familiar with the project sites and the local conditions under which the Contract is to be performed particularly in correlation to the requirements of the Contract.

2.3 The Contractor has received, reviewed, compared, studied and carefully examined all of the documents which make up the Contract documents, including maps and specifications, and any addenda, and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient to perform the Scope of Work. Such review, comparison, study and examination shall be a warranty that the Contractor believes that the documents are complete and as described except as reported.

2.4 The Contractor warrants that the period of performance is a reasonable period for performing the Work.

2.5 The Contractor warrants to the State that all labor furnished shall be competent to perform the tasks undertaken; materials and equipment furnished under the Contract will be new and of high quality unless otherwise required or permitted by the Contract documents; that the Work will be complete, of high quality and free from defects not inherent in the quality required or permitted; and that the Work will strictly conform to the requirements of the contract documents. Any Work not strictly conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse by the State or its representatives, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the State, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall survive the completion of the Contract and final payment to the Contractor.

3. CONTRACT RELATIONSHIP

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

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

4. ANTIDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Acceptance of this Contract binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964 in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 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 shall comply with pertinent amendments to such laws made during the term of the Contract and with all federal and state rules and regulations implementing such laws. The Contractor must include this provision in every subcontract relating to purchases by the State to insure that subcontractors and vendors are bound by this provision.

5. CONTRACTOR RESPONSIBILITY

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

6. REGISTRATION WITH SECRETARY OF STATE AND SERVICE OF PROCESS

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

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

7. SUBCONTRACTING

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

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

8. TAXES

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

9. WAGE AND LABOR COMPLIANCE

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

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

10. CERTIFICATION CONCERNING BOYCOTT OF ISRAEL

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

11. LICENSES, PERMITS & FEES

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

12. SAVE HARMLESS

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

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

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

14. RISK OF LOSS

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

15. INSURANCE

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

(1) Commercial General Liability Insurance

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

(2) Automobile Insurance

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

(3) Workers Compensation

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

- b. By requiring insurance herein, the State does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to the State in this Contract.

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

16. ASSIGNMENTS

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

17. APPOINTMENT OF REPRESENTATIVES

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

18. PROHIBITED CONTRACTS

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

19. GOVERNING LAW

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

20. SAFETY INFORMATION

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

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

21. USE OF THE STATE OF IDAHO NAME

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

22. OWNERSHIP

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

23. APPROPRIATION BY LEGISLATURE REQUIRED

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

24. FORCE MAJEURE

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

25. ENTIRE AGREEMENT

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

26. CONTRACT TERMINATION

a. TERMINATION FOR CAUSE WITH NOTICE:

1. The occurrence of any of the following events shall be an Event of Default under this Contract:
 - a. A material breach of any term or condition of this Contract; or
 - b. Any representation or warranty by Contractor in response to the Solicitation or in this Contract proves to be untrue or materially misleading; or
 - c. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - d. Any default specified in another section of this Contract.
2. The State may terminate the Contract (or any order issued pursuant to the Contract) when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days. If the Contract is

terminated for default or non-compliance, the Contractor will be responsible for any costs resulting from State's placement of a new Contract and any damages incurred by the State, as a result of the default. The State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.

3. Upon written notice of default, Contractor shall be in breach of its obligations under this Contract and the State shall have the right to exercise any or all of the following remedies:
 - a. Exercise any remedy provided by law or equity;
 - b. Terminate this Contract and any related Contracts or portions thereof;
 - c. Impose liquidated damages as provided in this Contract;
 - d. Suspend Contractor from receiving future bid solicitations;
 - e. Suspend Contractor's performance;
 - f. Withhold payment until the default is remedied.

b. TERMINATION FOR CAUSE WITHOUT NOTICE

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

c. TERMINATION FOR CONVENIENCE

- i. 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.
- ii. After receipt of a notice of termination for convenience, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
 - a. Stop work.
 - b. Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
 - c. Terminate all subcontracts to the extent they relate to the work terminated.
 - d. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts.
- iii. Unless otherwise set forth in the Solicitation, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:

- a. The Contract price for Deliverables or services accepted by the State and not previously paid for; and
- b. The total of:
 - i. The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;
 - ii. The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
 - iii. Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.
- iv. The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

d. **TERMINATION FOR FISCAL NECESSITY**

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

27. PERFORMANCE OF THE CONTRACTOR

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

28. MODIFICATION

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

29. PUBLIC RECORDS

Pursuant to Idaho Code Section 74-101 through 74-126, information or documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. The Contractor shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. The State will not accept the marking of an entire document as exempt. In addition, the State will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. The Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate individual documents as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.

30. CONFIDENTIAL INFORMATION:

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

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

31. NON-WAIVER

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

32. NO WAIVER OF SOVEREIGN IMMUNITY

In no event shall this Contract or any act by the State, be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for IDL. This section applies to a claim brought against the State only to the extent Congress has appropriately

abrogated the State's sovereign immunity and is not consent by the State to be sued in federal court, or a waiver of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

33. ATTORNEYS' FEES

In the event suit is brought or an attorney is retained by any party to this Contract to enforce the terms of this Contract or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith in addition to any other available remedies.

34. TRASH CLEANUP

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

35. CAMPING ON STATE LAND

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

36. FIRE PREVENTION RESPONSIBILITIES

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

37. GOVERNMENT REGULATIONS

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

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

38. PAYMENTS AND COMPLIANCE

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

39. CONTRACT PERIOD

This Contract will become effective once signed by all parties. The Contractor and Contracting Officer Representative(s) will discuss the Contract terms, work performance requirements, and tentative work schedule. This Contract shall expire one year from its effective date, unless terminated earlier by the State under any of the provisions of paragraph 26 or 27 of this Contract. All requirements of the Contract must be satisfactorily completed by the Contract expiration date.

SIGNATURE PAGE

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

IDAHO DEPARTMENT OF LANDS

CONTRACTOR

By: _____
Andrew Evans

By: _____

Title: Procurement Manager

Title: _____

Date and Time: _____



ATTACHMENT 1

SPECIAL PROVISIONS

GOPHER CONTROL

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

A. ADDITIONAL DEFINITIONS AND TERMS

1. Crew or Crewmember: The Contractor's personnel performing the tasks under this Contract.
2. Earth/Soil Plug: (Dollar-Sized-Plug): A silver dollar sized, 1 to 3 inch, circle of disturbed soil, or a circular depression tunnel exit found at mounds or along the course of the burrow system made by a pocket gopher emerging to forage or deposit soil, and then plugging the hole on reentry.
3. Feeder Run: A main run less than 6 inches below the ground surface ending in an earth plug for feeding purposes.
4. Food or Nest Caches: These are enlargements of the burrow system to store food or nesting material.
5. Fresh Gopher Activity: Push piles or earth plugs in which the texture of the soils shows it was made within the last 72 hours. Mounds of push piles that have a crust on them are usually not fresh and considerably older.
6. Lateral Run: A burrow (run) used for the sole purpose of eliminating dirt from burrow or nest construction or repair. A mound of push pile will usually be found at the end of a lateral run.
7. Main Run: A main run is a continuous burrow 2 1/2 to 3 1/2 inches in diameter and over 3 feet long (maximum 200 feet) used by a pocket gopher to travel to various parts of its territory.
8. Nest: An enlargement in the burrow system used for sleeping (nesting). Also used for resting during dormant periods.
9. Pocket Gopher or Gopher: Northern Pocket Gopher (*Thomomys talpoides*) - North American rodent, with cheek pouches to hold food, that lives underground in plantations and the intended target of the rodenticide.
10. Push Pile: A mound of dirt made by the gopher consisting of dirt removed from burrow or nest construction or repair.
11. Recent Evidence: Any visible evidence produced by the pocket gopher; i.e., push piles, earth plugs, or plants clipped by the pocket gophers.
12. Rodenticide or Bait: A registered pesticide used for rodent control.
13. Scalp: Area from which the slash, organic material, and/or vegetation have been removed to plant a tree seedling.
14. Set: Location of main runway treated with rodenticide.
15. Stream Protection Zone (SPZ): The area encompassing a slope distance of 100 feet on each side of the ordinary high water mark on all live (flowing) streams.
16. Territory of Burrow System: A piece of ground occupied by one or a family of pocket gophers. It is usually several feet wide and usually more than 30 feet long on the long axis. It is visible above ground by push piles and earth plugs.

17. Unit: A distinct area designated on the ground with specified boundaries. For purposes of this contract, the unit(s) are found in the project description(s) and are shown on the project maps.

B. TREATMENT OBJECTIVES

IDL's objective for this project includes reducing or eliminating pocket gopher populations in existing plantations through an application of chemical rodenticide. In previously treated units, IDL expects this future treatment to be the final treatment. In previously untreated units, IDL intends to use the future treatment to prevent gopher populations from reaching damaging levels.

C. PRE-WORK CONFERENCE

Before starting work, the Contractor shall meet in person with the FIC for a pre-work conference to discuss the following but not limited to the following: contract terms, work performance requirements, and tentative work schedule. Topics for discussion will include, but not be limited to, procedures used in marking the areas; handling, and application of the rodenticide; work site location; safety, etc. IDL requires participation at this meeting.

The Contractor shall begin work in areas specified by the FIC. The FIC will define such areas at the pre-work conference. The Contractor must satisfactorily complete the current unit before work on other units may start.

The Contractor shall proceed through the unit(s) in a systematic manner as described in the project description or as per FIC.

The Contractor must begin and complete the project within the time frame specified in the Project Description unless otherwise approved by the FIC.

D. ITEMS TO BE FURNISHED BY THE CONTRACTOR

The Contractor shall furnish:

1. All tools, equipment, labor, transportation, supervision, supplies, storage, hauling, mixing, and loading equipment as called for in the project description or as necessary to satisfactorily complete this Contract including all safety equipment required by current laws and regulations. The Contractor must possess a current Idaho Commercial Pesticide Applicators License.
2. Rodenticide as specified in the attached project description(s). The attached Project Description(s) specify the applied type(s) and amount(s) of rodenticide. The Contractor will apply baits at the recommended label rates.
3. The Contractor will also provide bilingual (English and the principal language of the crewmembers) supervisory personnel as specified below:

1 – 6 workers	=	1 checker/working crew supervisor
7 – 11 workers	=	2 checkers/1 nonworking crew supervisor
12 – 15 workers	=	3 checkers/2 nonworking crew supervisors

E. ITEMS TO BE FURNISHED BY THE STATE

The IDL shall furnish:

1. An ever-present FIC who works with the Contractor (or his representative) for each project during the complete rodenticide application operations.
2. Copies of administrative maps and project map(s), including estimated infestation of unit in mounds/acre.

3. Other items as per the attached project description(s).

F. LOCATION AND ACREAGE DETERMINATION

1. Attached to the Project Description and a part of this Contract, IDL will provide a project map showing the treatment unit(s).
2. IDL will guarantee that flagging and/or paint clearly mark the treatment unit boundaries.
3. IDL determines the project acreage(s) by either a GPS ground traverse or GIS. All project acres are net horizontal acres. The Contractor must submit any disputes on project acreage(s) to the State in writing during the contract period. The State will traverse the unit(s) for the project(s) in question. If the traverse equals 105 percent or less of the contract acreage, the Contractor will pay for the cost of the traverse. If the traverse acreage exceeds 105 percent of the contract acreage, IDL will pay the Contractor based on the traverse acreage, and IDL will not charge for the traverse.

G. TREATMENT SPECIFICATIONS

a. Safety Procedures

- a. The contractor must possess a current State of Idaho Professional Pesticide Applicators License. The Contractor will supply a copy of the license to IDL prior to any activities starting. Due to the application of restricted use pesticides, the Contractor accepts full responsibility of personnel training and will provide a supervisor that holds a current State of Idaho Professional Pesticide Applicators License.

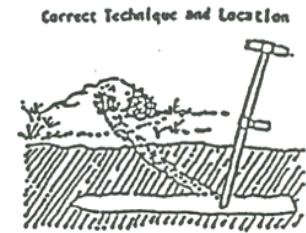
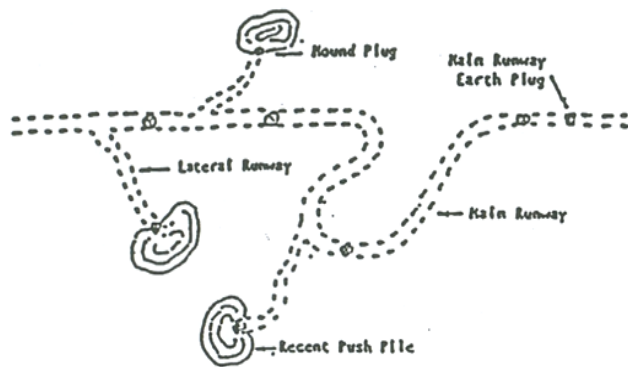
b. Chemical Spillage

- i. The Contractor will assume responsibility for keeping rodenticide spillage cleaned up during and after completion of each project. This includes, but is not limited to, spillage associated with rodenticide transportation, storage and application.
 - ii. The Contract Representative shall notify the FIC of any spilled rodenticide and take immediate action to remove, or bury spilled rodenticide as directed by the FIC. The Contractor must clean the spillage of rodenticide to the satisfaction of the IDL. The Contractor will bury all spilled rodenticide at least two feet (2') below ground. The FIC will consider careless spilling of rodenticide a contract violation.
 - iii. The Contractor may request that the FIC employ IDL crews and equipment, if available, to clean up spilled rodenticide. If using this procedure, the Contractor agrees to pay the State for the cost of cleanup. The IDL will use a deduction in the contract rodenticide payment as the method of reimbursement to recover the cost of labor and equipment (at IDL rental rates) used to clean up the spillage. If cleanup costs exceed the contract rodenticide payment owed the Contractor, the State will bill the Contractor for the remaining portion of the cleanup costs.
- c. The United States labels most rodenticides, such as strychnine, as restricted use pesticide and as such, the following restrictions apply but not limited to:
- i. All personnel handling rodenticide in any way must wear protective gloves. Those individuals designated to fill bottles must wear a mouth-nose type dust respirator and coveralls.
 - ii. The Crew will not eat meals in the general vicinity of any rodenticide. The Crew must wash hands with soap and water prior to eating meals and before departing at the end of each workday. The Contractor will provide the soap and water.
 - iii. The crew shall launder clothing and gloves at least once a week to remove traces of the poison.

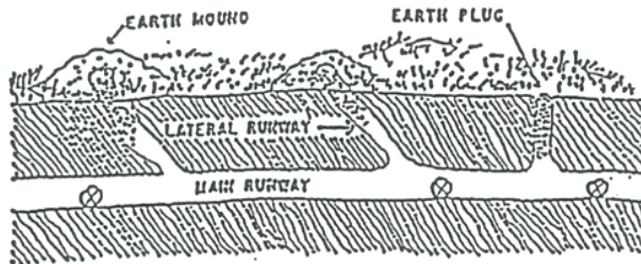
- iv. The Contractor will not carry the rodenticide in the vehicle with personnel. The Contractor will carry and store it in a locked box in the cargo area of the vehicle.
- v. The Contractor must supply, on hand, salt tablets and drinking water for all crewmembers.
- vi. The Contractor will implement and adhere to any new procedures or requirements as required by State law or regulation as they pertain to application of the apply rodenticide.
- vii. The Contractor and/or his Contract Representative will review with the field crew in the presence of the FIC symptoms and treatment of accidental strychnine poisoning prior to start of work as stated below.
 - A. Toxicology and Symptomatology - After ingestion of strychnine, symptoms commonly begin within 10 to 30 minutes.
 - I. Human experience an extreme bitter taste to strychnine alkaloid.
 - II. Restlessness, apprehension, reduced acuity of speech and vision, abrupt movements, hyperreflexia, and specifically muscular stiffness of the face and legs occurs. The strychnine alkaloid poisoning action affects the entirely against the nervous system. Rarely does vomiting occur.
 - III. Convulsions – Often without warning of any kind, the victim falls into a violent very painful spasm of all skeletal muscles, then muscles that stop respiration. The victim retains consciousness during these multiple convulsions, and the victim remains apprehensive and fearful through the illness. The toxicant apparently acts similarly on all portions of the central and peripheral nervous systems to increase excitability.
 - IV. Convulsions can lead to respiratory arrest.
 - V. Between convulsions, the patient exhibits complete muscular relaxation, resumes breathing, breaks out in a cold perspiration all over the skin, and contracts dilated pupils.
 - B. Treatment - Designed primarily to prevent convulsions and thus to protect medullary centers from excessive stimulation and from anoxia.
 - I. If done before the development of reflex hyperexcitability, the victim should ingest a slurry of 6 to 8 heaping teaspoonfuls of activated charcoal in a few ounces of water.
 - II. Keep victim comfortably, warm, quiet, and in a darkened place or room. Exclude all visitors as each succeeding convulsion reduces the victim's chance for survival. Keep noise to a minimum.
- d. SPZ – The Contractor must keep chemicals out of all water sources or streams per Idaho Forest Practices Act rule 060.08(b).
- e. The Contractor shall suspend work when the following unsatisfactory conditions exist:
 - i. Saturated soils or predicted heavy rainfall.
 - ii. Frozen or snow-covered soil of more than one-inch (1") deep.
 - iii. Moisture lacking soil that collapses the tunnel(s) while applying the bait sets.
 - iv. Excess moisture that limits access roads for fear of rutting and erosion by crew vehicles, unless employing alternate access methods such as 4 X 4 ATV or walking to a unit.

f. Application

- i. The pictures below illustrate a typical pocket gopher burrow system and the proper method of bait placement (⊗). Northern Rocky Mountain pocket gophers live in a burrow system or territory that may be 30 feet or longer on the long axis. The territory or system may range from only a few feet to several feet wide and normally comprised of main runs; lateral runways (which may be feeder runs just under the soil surface); food caches or nests; push piles; and earth (dollar-size) plugs. Main runways occur at varying soil depths. During the spring and after heavy rainstorm(s), the main runs may emerge 6 inches below ground level, but after extended dry periods, the runways may develop at 6 to 18 inches below ground level.



Incorrect Technique and/or Location
 (A) Probe is in plugged lateral.
 (B) Probe is too deep, bait deposited below floor of tunnel.



- ii. Acceptable baiting methods: IDL accept the following as typically preferred methods for baiting pocket gophers. Project Description(s) specify the method preferred for the individual project(s).
 - A. "Probe Baiting Method": Upon entering a system or territory, the crew member shall probe for a main runway at least one foot from a recent push pile or near a dollar plug. They will proceed cautiously as to avoid creating a depression in the floor of the runway which might partially obscure the poison set.

 Once the crew member locates the main runway (at least one foot from the edge of a recent push pile), they shall slightly open the probe dispensing rodenticide into the probe hole (See above). The crew will proceed with caution in delivering the rodenticide through the opening so as not to collapse the hole which results in covering the treated grain with soil, especially during low soil moisture.
 - B. "Dig and Bait Method": Upon entering a system or territory, the crew member shall proceed with care to find the small earth plugs and other fresh evidence of gopher activities for control purposes (gophers may use old burrows if a hot prolonged dry period of time elapses). The crew member shall dig a hole just large enough to

expose the tunnel, find each opening with the fingers, and clean out the soil that the shoveling pushed in. The crew member shall deposit rodenticide bait at least four-inches (4") back into each exposed tunnel opening, using a bait dispenser with a flexible drop tube or any other object approved by the FIC.

After placing the rodenticide in the runway, the crew member shall immediately cover the hole with a square of paper, or approved equivalent, large enough to prevent significant passage of dirt into the hole. IDL requires cover paper to exhibit non-absorbency, waxy coated quality like magazine pages. The FIC will not allow regular plain paper, newspaper, or phonebooks due to this type absorbing too much moisture and deteriorating causing cover dirt to collapse into tunnel which covers bait. The crew member will then cover that paper or equivalent with enough loose soil and/or dirt clods to seal out all light.

- iii. Finally, the crew member shall flag all sets, leaving enough exposed ribbon to be readily visible to the FIC. The FIC will approve flagging color prior to use.
- iv. IDL requires the Contractor to adhere to the following:
 - A. IDL requires the Contractor to make two (2) satisfactory sets for each gopher burrow system.
 - B. Each crew member is to have 1 dispenser to make proper sets. The dispenser MUST have a way to properly meter the dose (5 grams/ 1 teaspoon/0.1 oz) while minimizing human contact with bait and mitigating the chemical spill risk.
 - C. Crew members shall proceed through the unit(s) in a systematic manner, maintaining a spacing of 20 feet between crew members. Crew members are expected to deviate up to 10 feet from their line of travel to assure the entire unit has been properly baited. The Contractor's crew members shall flag the treated perimeter while proceeding through the unit. The last crew member shall flag brush (at eye level when possible) in an approved color of flagging to denote the line between baited and non-baited portions of the unit.

H. CONTRACT ADMINISTRATION

- a. The FIC will administer the contract as required in all specifications.
- b. The State will resolve any disputes between the FIC and the Contractor.
- c. In addition to that delegated in other portions of this Contract, The FIC's authority includes the following:
 - 1) Decide questions of fact arising regarding quality and acceptability of equipment to be used, materials furnished, and all work performed.
 - 2) Make recommendations for payment.
- d. Inspection
 - 1) The FIC will examine and approve all equipment prior to use. The FIC reserves the right to stop and bar from work on the project any or all contractor personnel who, in the opinion of the FIC, applies without a proper license, violates contract terms, or acts unsafe or otherwise unsatisfactory.
 - 2) For contractual compliance, the FIC will inspect the unit(s) using a random sampling scheme installing one-twentieth (1/20) acre plots (26.33-foot radius) on a minimum of one percent (1%) of the unit area (one 1/20-acre plot per five acres) within each treated. In units smaller than 10 acres, the FIC will install a minimum of two (2) plots per five (5) acres unit to check compliance.

- 3) The acceptable number of bait sets per plot will depend on the level of gopher activity. The FIC will consider application unsatisfactory when the FIC finds, but not limited to, the following: not baiting a tunnel system, baiting only one side of the tunnel when the second side can easily be found, excessive baiting (>2 sets per tunnel system or excessive dose in a set), improperly covering a set, and baiting off-target rodents (open holed systems).
- 4) The FIC will furnish daily inspection reports to the Contractor so that the Contractor may correct any deficiencies as baiting operations progresses.

I. PAYMENT CALCULATION PROCEDURES

IDL will make payment when the Contractor satisfactorily completes all required contract work associated with each payment unit. IDL pays for the project based on the acceptable completed acres by the payment schedules specified in the project description. IDL will make payment at the rate(s) set forth in Schedule A.

As per the Project Description, the FIC will conduct representative sample plots to determine the satisfactorily rodenticide applied acres on each unit. IDL will consider the rodenticide application unacceptable if applied in an unsatisfactory manner. IDL determines the minimum satisfactory rodenticide application compliance for payment rate by the following procedures for each unit:

$$\text{Percent Satisfactory}^* = \frac{\text{Total Number of Satisfactory Treated Bait Sets Inspected}}{\text{Total No. of Treated Bait Sets Inspected}} \times 100$$

* All percentages shall be rounded to the nearest whole percent.

1. The Contractor must apply the rodenticide to a minimum of ninety percent (90%) to receive full payment
2. If the percent satisfactory equals less than ninety percent, IDL will reduce the payment five (5) percent for each one (1) percent outside standards within the identified unit.

$$\text{Percent Reduction}^* = (95\% - \text{satisfactory}) \times 5$$

* All percentages shall be rounded to the nearest whole percent.

3. If the percent satisfactory falls below eighty (80%) percent, IDL will make no payment for the units of applied rodenticide unless the Contractor reworks, per authorization of the FIC, the unit with acceptable application up to contract specifications.

J. ADDITIONAL WORK:

If the FIC identifies any additional acres for treatment, the State may give the Contractor the option to treat those additional acres once both parties countersign a formal contract modification, if needed. Schedule A sets forth the rate(s) for payment from treating these additional acres.

PROJECT DESCRIPTION

Gopher Control

SUPERVISORY AREA: Clearwater

PROJECT NAME: CLW Gopher Control 2024

PROJECT NUMBER: 40-1396-105-23

PROJECT ACRES: 793 acres

PROJECT LOCATION:

Units 1, 2 & 3 are located approximately 6 air miles northeast of Orofino, ID. Units 4 & 5 are located approximately 9 air miles northeast of Orofino, ID. Units 6 & 7 are located approximately 12 air miles northeast of Orofino, ID. Unit 8 is located approximately 8.5 air miles north of Orofino, ID. Units 9 & 10 are located approximately 8.5 miles northeast of Pierce, ID.

Please see attached maps.

ACCESS:

Access to the units is by rocky main haul roads and secondary dirt roads. Depending on the condition of the secondary dirt roads, the Contractor may be required to use 4-wheel drive vehicles, ATVs and/or walk to access some units.

AREA HISTORY AND SITE CONDITIONS:

Unit	Unit Name	Acres	% Cover Vegetation / Slash	Activity Level
1	Arneson	136	Medium	Heavy
2	Deer Meadow	92	Low	Heavy
3	Deer Meadow II	93	Medium	Heavy
4	Whiskey Mojo	88	Medium	Moderate
5	13 Mile	68	Medium	Light
6	Scattered Whiskey	92	Medium	Heavy
7	Rainy West	74	Medium	Moderate
8	Canyon Flats	50	High	Heavy
9	French Fry	62	High	Heavy
10	French Fry II	38	High	Heavy

Unit 1 (Arneson) This unit was planted in the spring of 2017 (FM 40-1210-102-17). In the spring of 2023 this unit was included in the Ponderosa Area's gopher control contract (FM 41-354-105-22) and baited with Strychnine oats. Access is provided on surfaced and unsurfaced roads. Slopes average 10%. Slash levels are low. Gopher activity is heavy and brush level is medium.

Unit 2 (Deer Meadow) This unit will be planted in the spring of 2024 (FM 40-1367-102-22). In the spring of 2022, this unit received a directed spray herbicide application (FM 40-1370-104-22). Access is provided on surfaced and unsurfaced roads. Slopes average 15%. Slash levels are low. Gopher activity is heavy and brush levels are low.

Unit 3 (Deer Meadow II) This unit was planted in the spring of 2023 (FM 40-1347-102-21). Access is provided on surfaced and unsurfaced roads. Slopes average 15%. Slash levels are low. Gopher activity is heavy and brush level is medium.

Unit 4 (Whiskey Mojo) This unit was planted in the spring of 2023 (FM 40-1347-102-21). In the spring of 2021, this unit received a directed spray herbicide application (FM 40-1332-104-20). Access is provided on surfaced and unsurfaced roads. Slopes average 20%. Slash level is medium. Gopher activity is moderate and brush levels are medium.

Unit 5 (13 Mile) This unit was planted in the spring of 2023 (FM 40-1347-102-21). Access is provided on surfaced and unsurfaced roads. Slopes average 30%. Slash levels are low. Gopher activity is light and brush level is medium.

Unit 6 (Scattered Whiskey) This unit received herbicide applications in 2017 and 2019 and was planted in 2018 and again in 2022. In spring 2023 this unit was included in the Ponderosa area gopher control contract (FM 41-354-105-22) and baited with Strychnine oats. Access is provided on surfaced and unsurfaced roads. Slopes average 25%. Slash levels are low. Gopher activity is heavy and brush level is medium.

Units 7 (Rainy West) This unit was planted in the spring of 2023 (FM 40-1347-102-21). This unit was not herbicide sprayed. Access is provided on surfaced and unsurfaced roads. Slopes average 15%. Slash level is medium. Gopher activity is moderate and brush levels are medium.

Unit 8 (Canyon Flats) This unit was planted in the spring of 2019 (FM 40-1263-102-19). Access is provided on surfaced and unsurfaced roads. Slopes average 10%. Slash level is medium. Gopher activity is heavy and brush levels are high.

Units 9 & 10 (French Fry & French Fry II) These units were planted in 2020 (FM 40-1287-102-20). Access is provided on surfaced and unsurfaced roads. Slopes average 25%. Slash levels are low and brush levels are high. Units have not been baited before and gopher activity is heavy.

Additional / Supplemental Units:

Up to 300 acres of additional/supplemental units may be added. These units will be evaluated in the spring of 2024.

PESTICIDE (RODENTICIDE) TO BE USED:

The registered rodenticide to be used shall be 0.5% Strychnine-treated RCO Omega grain bait, and will have mold retardant or equivalent. Baits will be applied at the recommended label rates. Strychnine-treated bait must be obtained with supervision by a licensed Professional Applicator. Containers utilized for storing baits must be in locked containers

while on site. Strychnine treated baits must be manufactured in the current calendar year unless otherwise agreed to by the Forester-in-Charge (FIC).

BAITING & TOOLS SPECIFICATIONS:

Subject to the direction and instruction of the FIC, the Contractor is required to adhere to the following:

1. The contractor must use the “dig and drop-tube method” using bait dispenser equipment as described in the master contract.
2. For locating gopher tunnels, each crew member will have a drain spade shovel with a minimum blade length of fourteen inches (14”) as measured from toe to heel by five inches (5”) in width.

CONTRACT INSPECTION:

A valid Professional Applicator’s Pesticide License with proper endorsements will be provided prior to commencement of any baiting activities.

Sampling Method: Acceptance of gopher control baiting operations will be based on the inspection protocol outlined in the Master Contract.

PERIOD OF PERFORMANCE AND DAILY PRODUCTION:

The contract will commence once the Contractor has received a signed copy of the contract and has had a pre-work conference with the FIC. The anticipated window of application is June 13th through June 20th depending on accessibility and ground conditions. The contractor will supply a crew of at least 10-12 workers (larger crews will not be allowed without prior approval by FIC). The Contractor will be required to treat an average of 50 acres per day. Completion of the gopher baiting operations shall be within 14 working days from the actual starting date, weather depending.

PAYMENT:

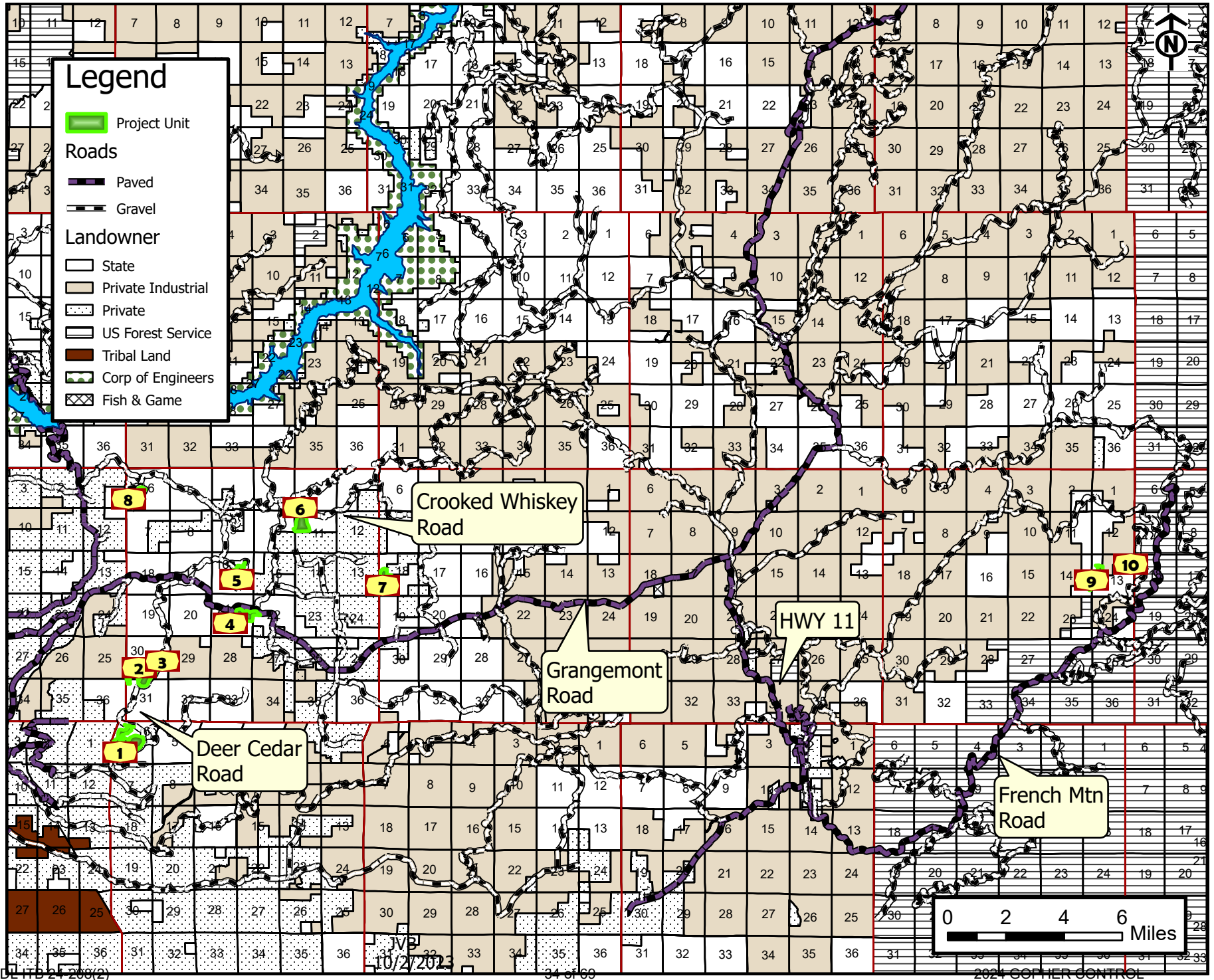
Payment(s) will be made at the rate(s) set forth in the Schedule A attached hereto. This project will be paid on a per acre basis after acceptable completion of all contract work to be performed, as per the master contract. Payments can be made on completed units if approved by FIC. No payment will be made prior to July 1, 2024.

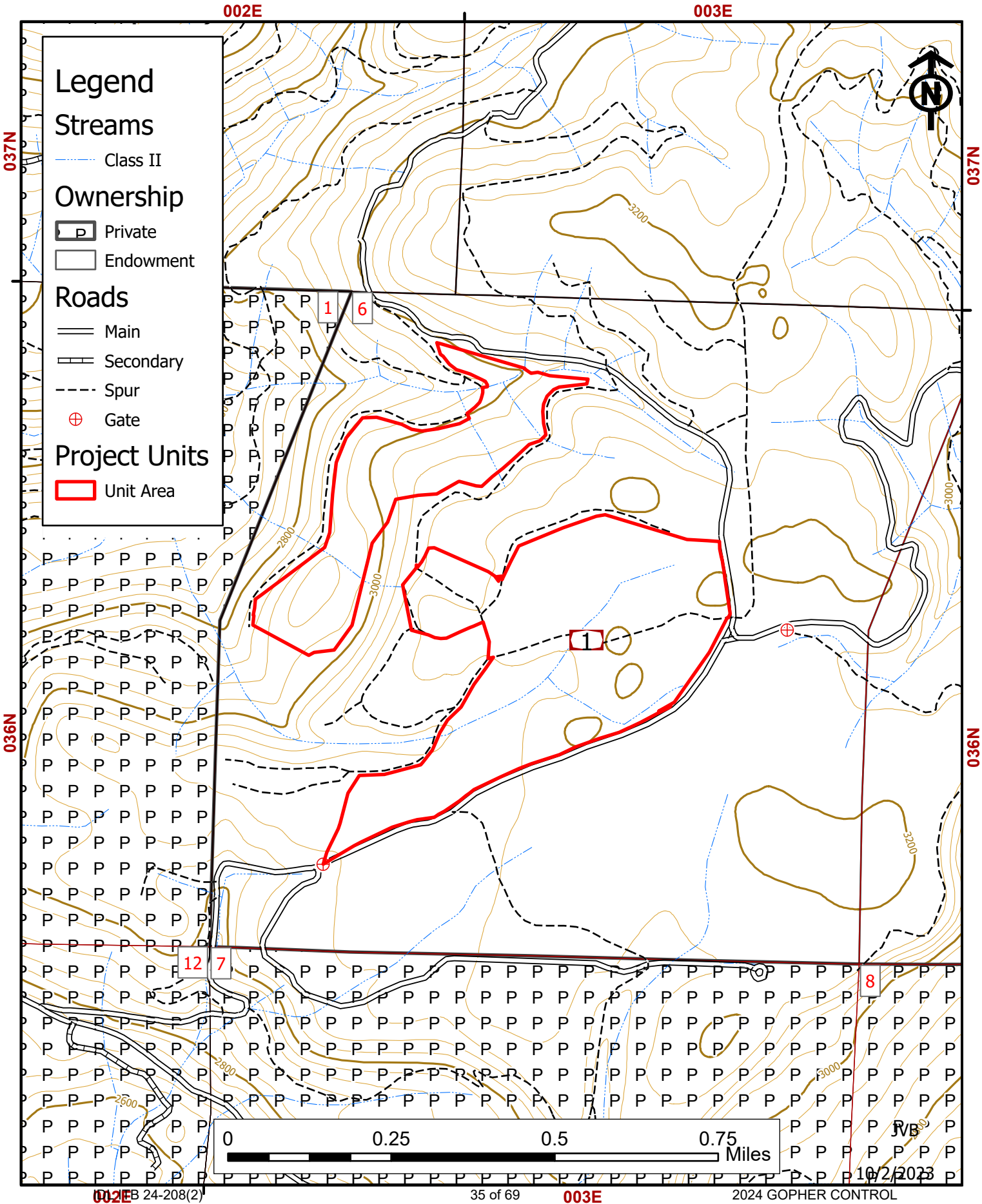
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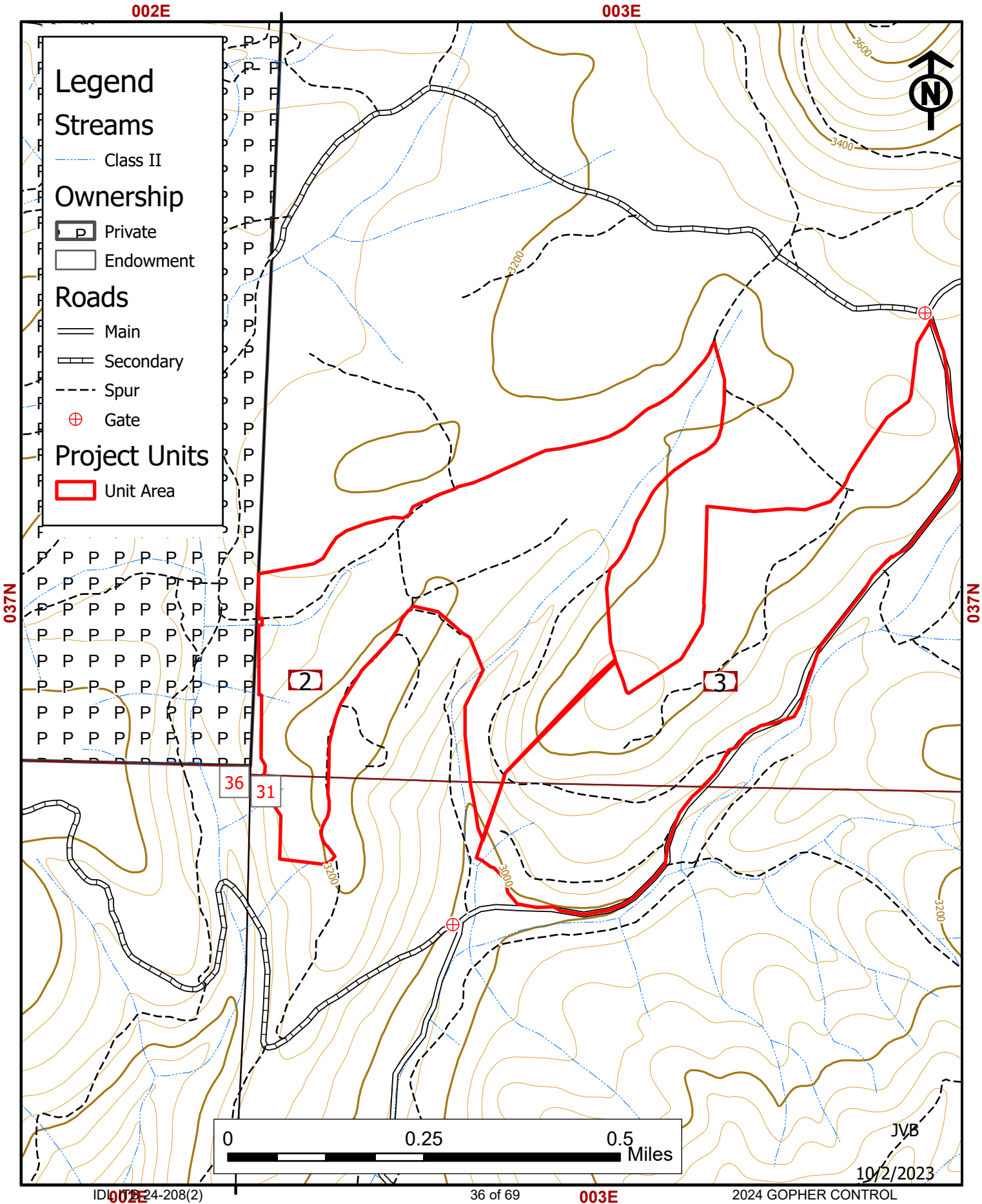
Contact information will be provided in final contract.

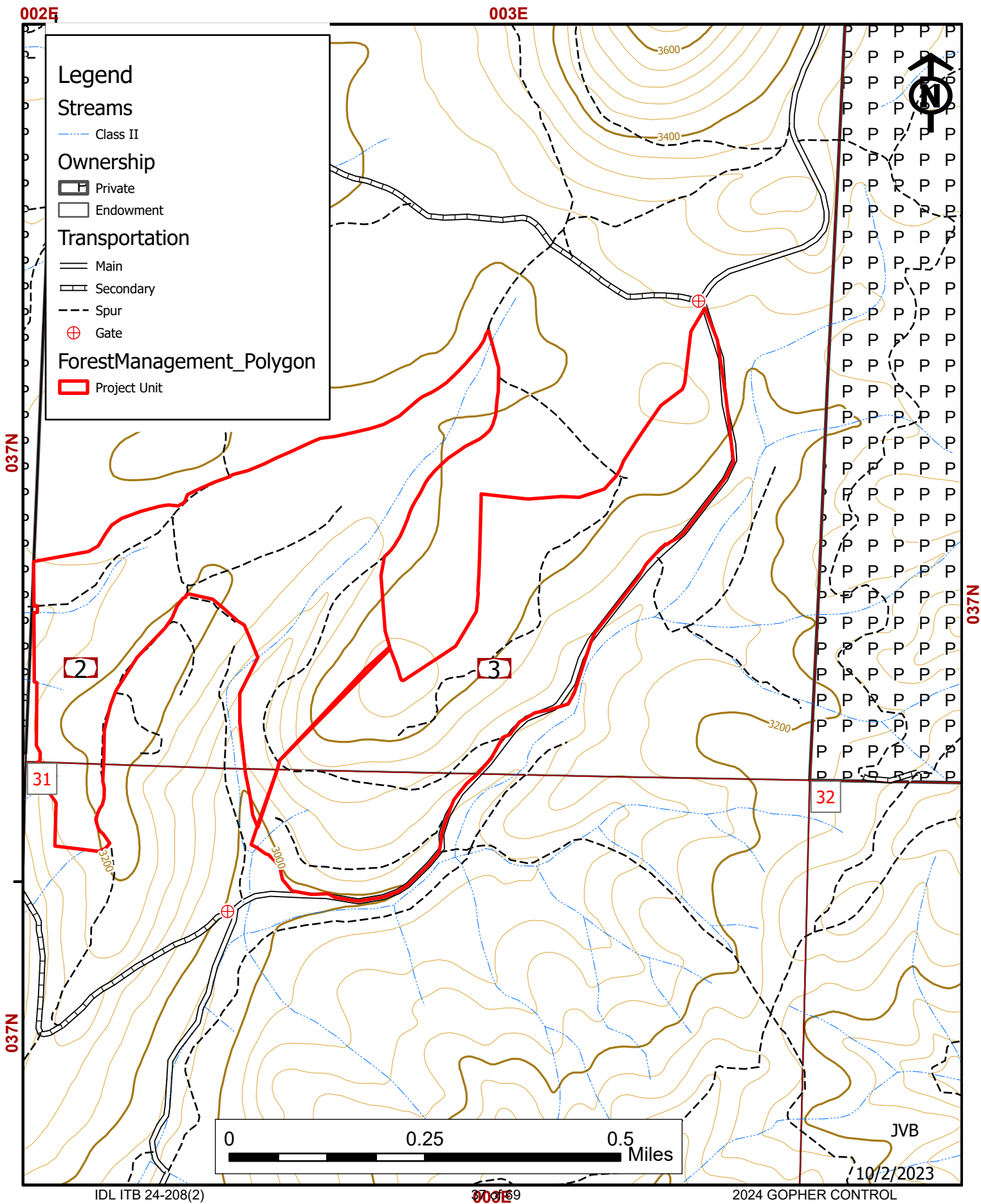
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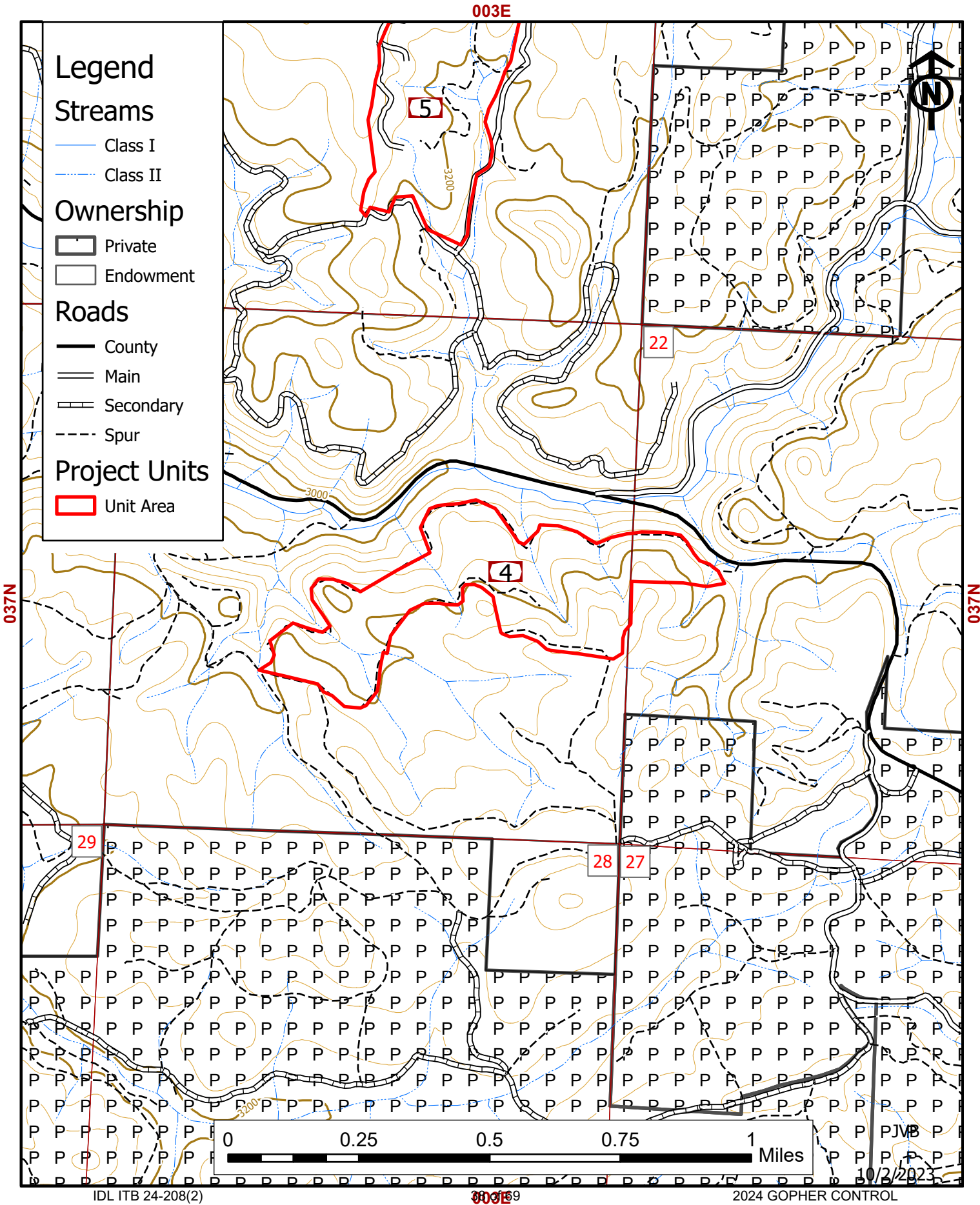
40-1396-105-23
CLW Gopher Control 2024

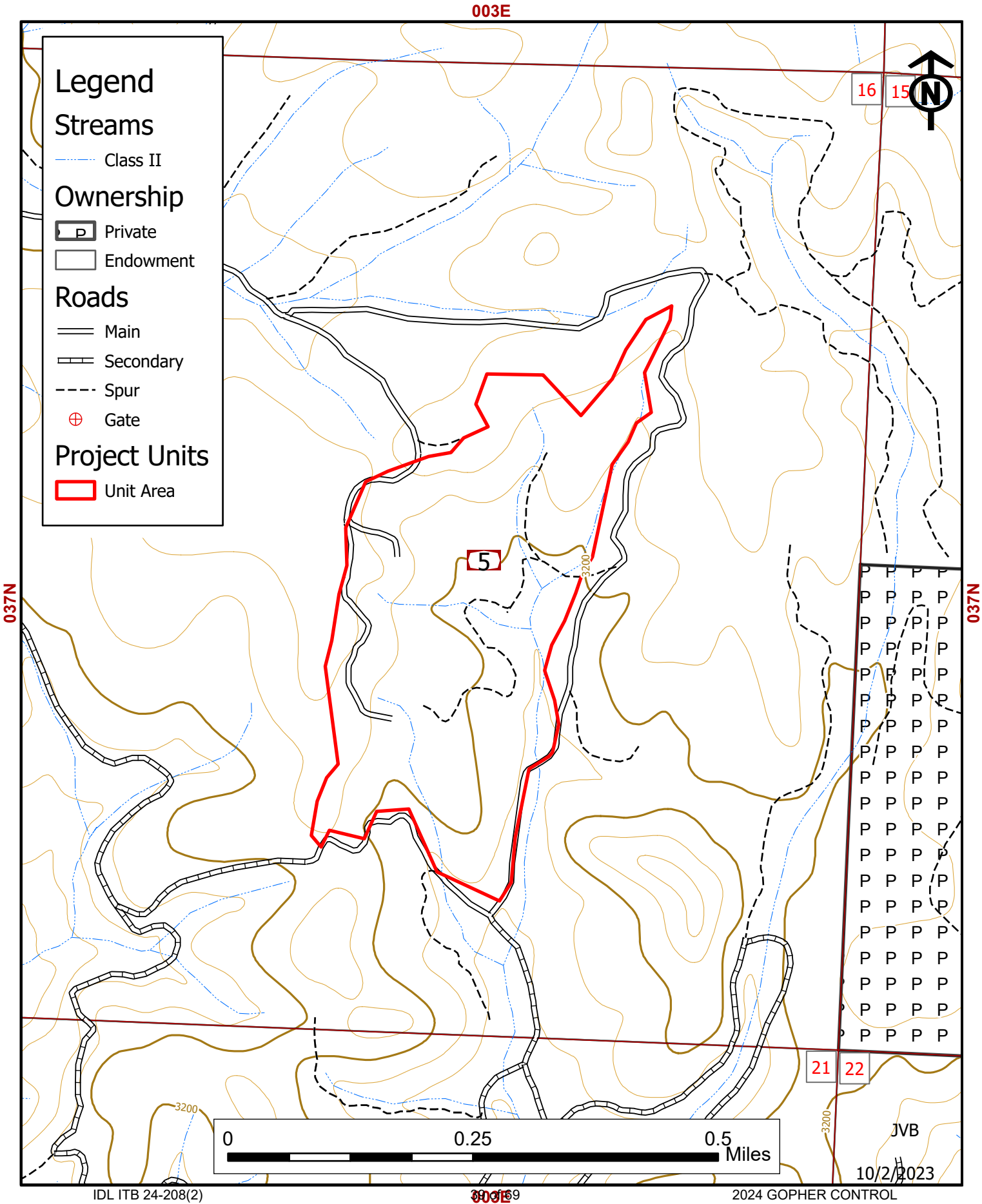




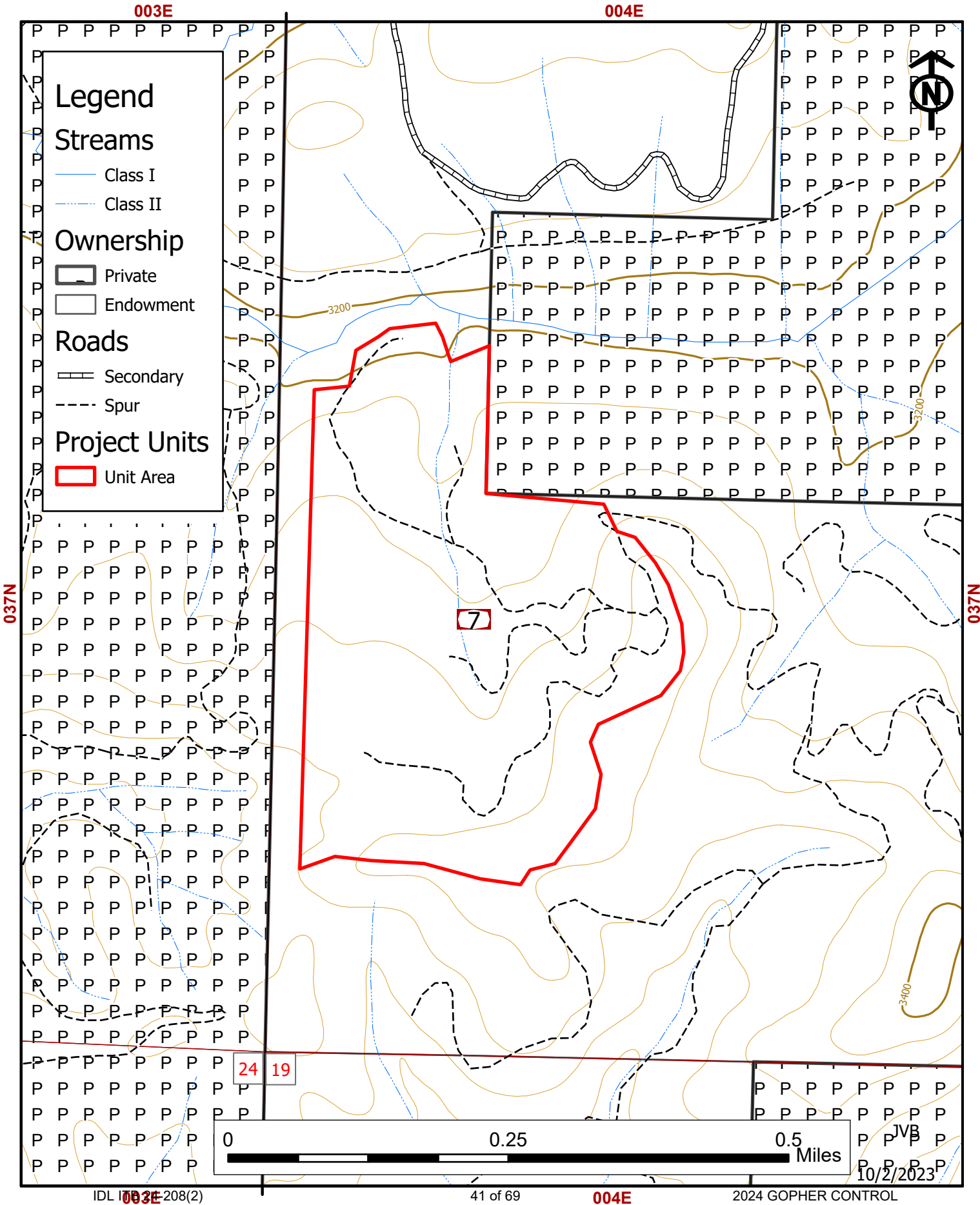


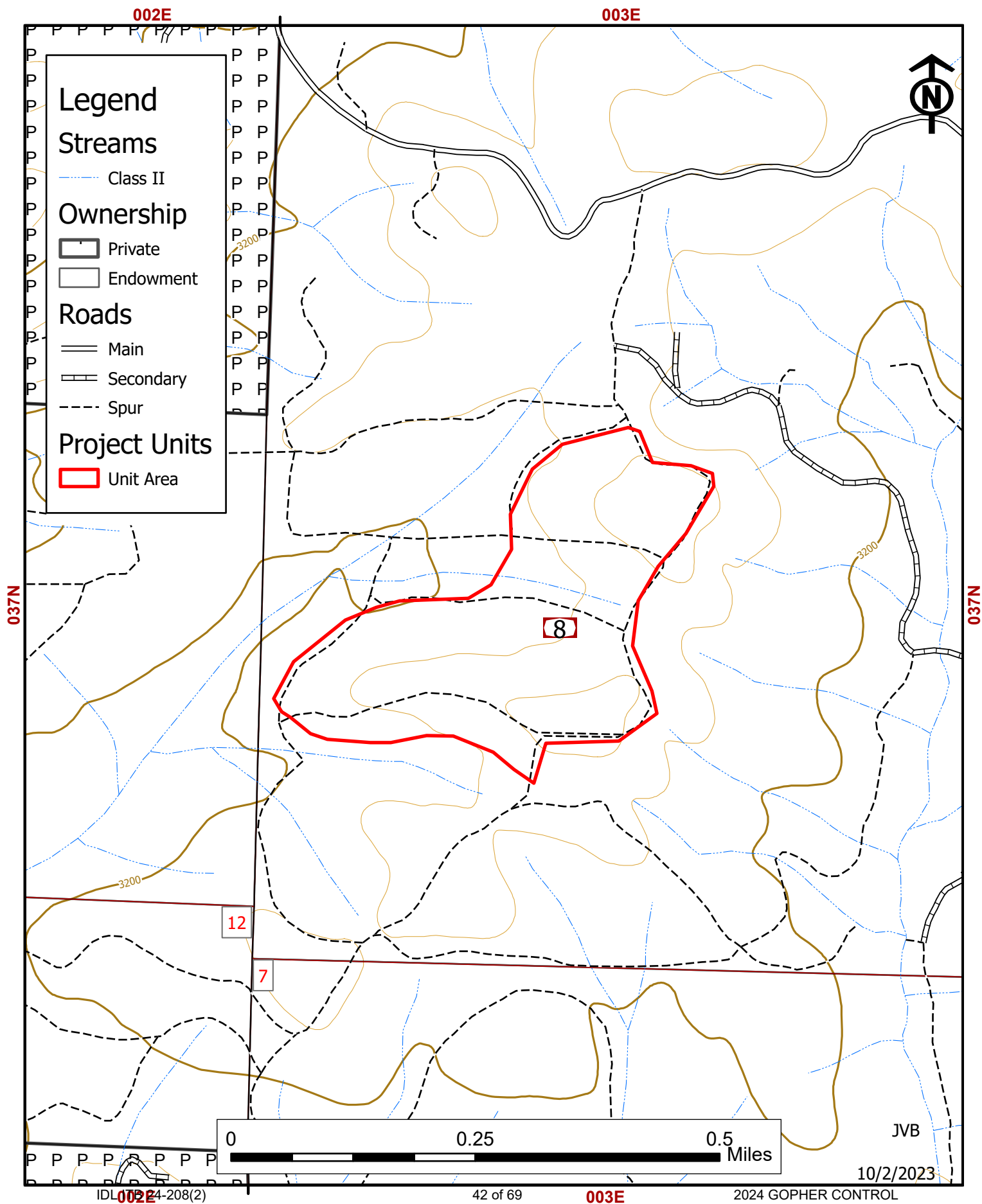


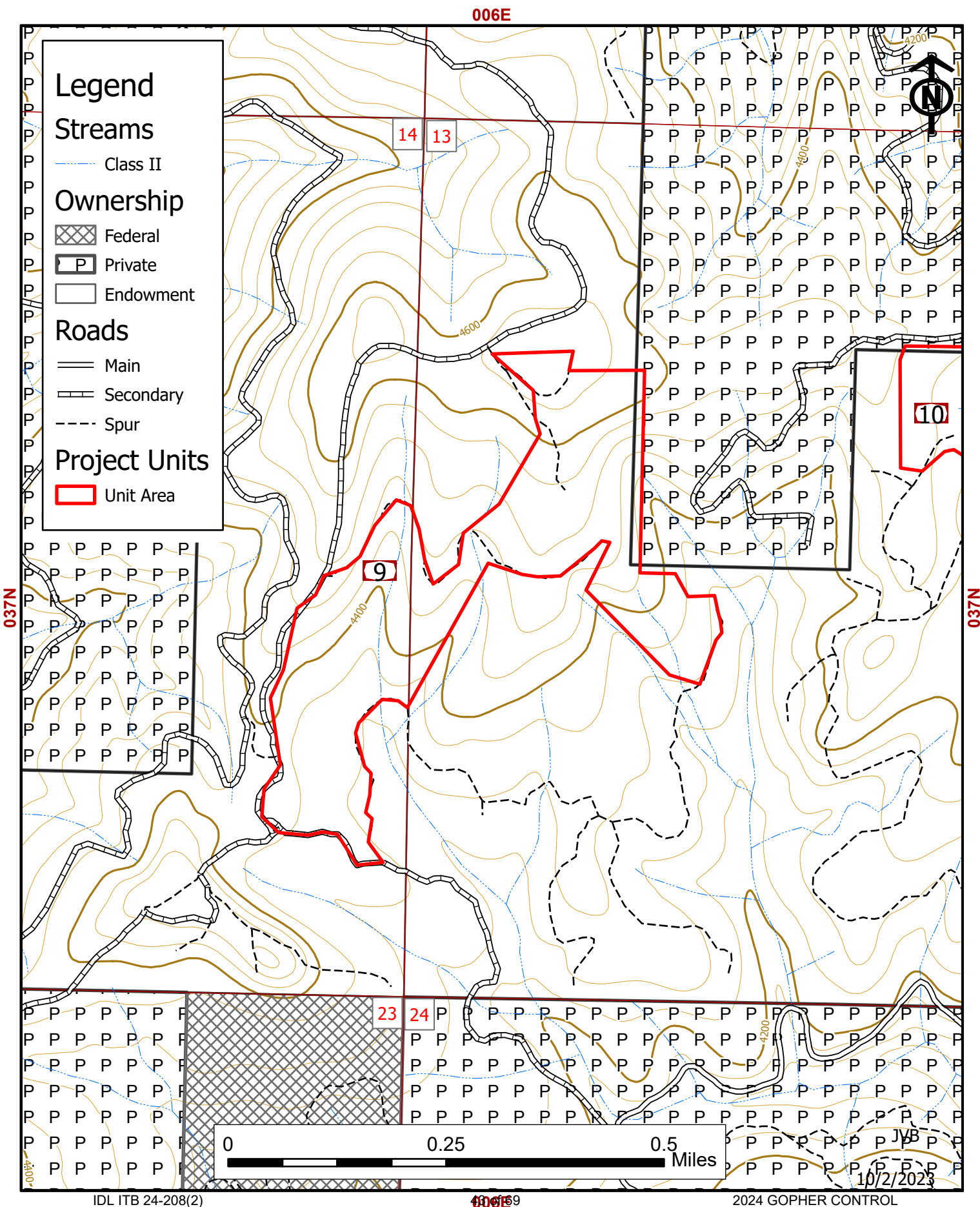


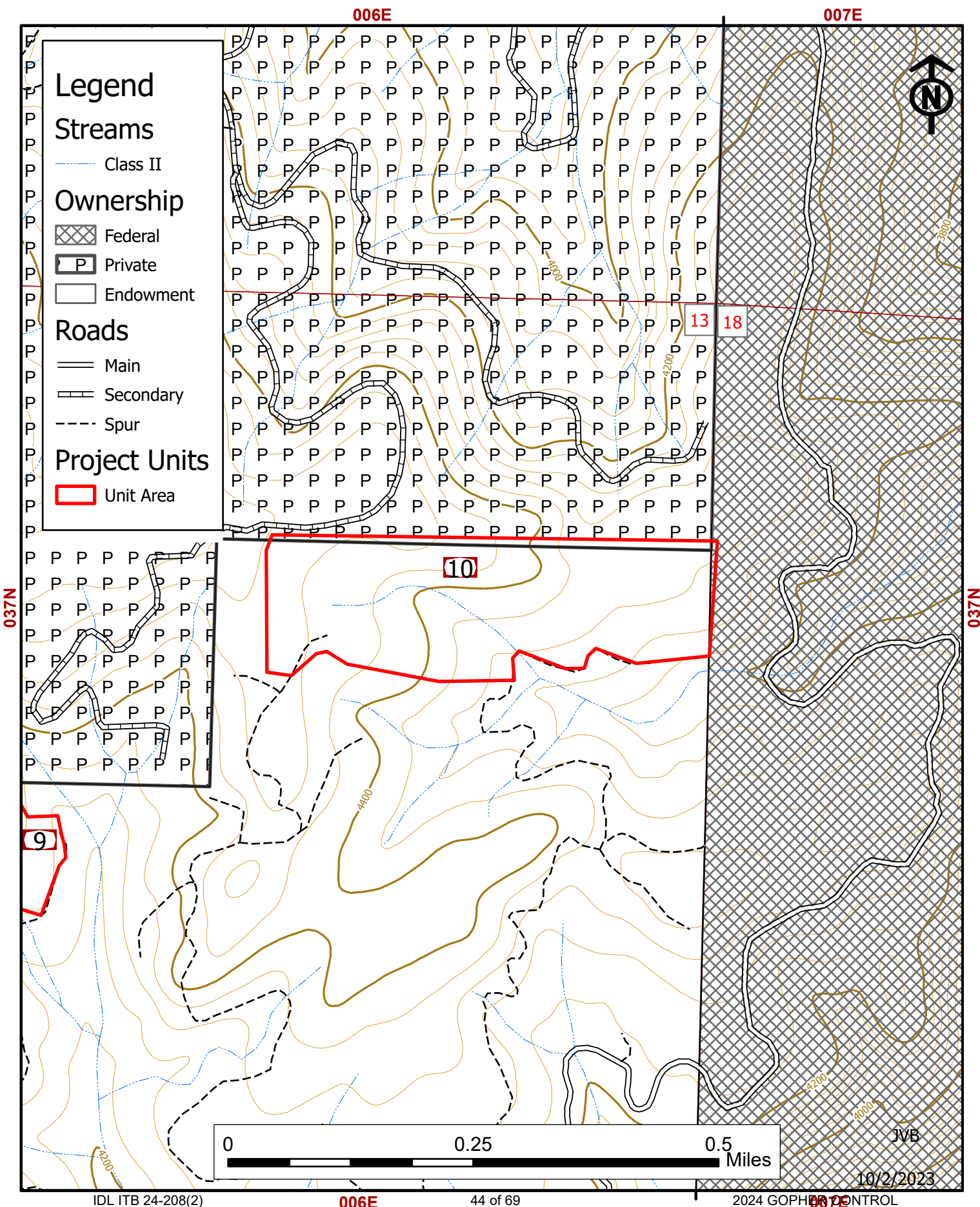












PROJECT DESCRIPTION

Gopher Control

SUPERVISORY AREA: Ponderosa

PROJECT NAME: 2024 Ponderosa Gopher Control

PROJECT NUMBER: 41-0368-105-23

PROJECT ACRES: 899 acres

PROJECT LOCATION:

Units 1, 2 and 3 are located approximately 5.5 air miles south of Tensed, ID. Units 4, 5, 6, 7, 8 and 9 are located approximately 5.5 air miles northwest from Deary, ID. Units 10 and 11 are located approximately 2 air miles north of Deary, ID. Unit 12 is located approximately 2.2 air miles northeast of Deary, ID. Unit 13 is located approximately 6.3 air miles northeast of Deary, ID. Unit 14 is located approximately 1.5 air miles west of Elk River, ID. Units 15 and 16 are located approximately 4.2 air miles south of Elk River, ID.

Please see attached maps.

ACCESS:

Access to the units is by rocky main haul roads and secondary dirt roads. Depending on the condition of the secondary dirt roads, the Contractor may be required to walk or use ATV's to access some units.

AREA HISTORY AND SITE CONDITIONS:

Unit	Acres	Unit Name	% Cover Vegetation / Slash	Activity Level
1	67	Park Place 1	medium	moderate
2	60	Park Place 5	medium	moderate
3	23	Park Place 3	medium	moderate
4	93	Little Bear 1	low	moderate
5	13	Brush OSR 7	medium	moderate
6	86	Sandy Bear 1	medium	moderate
7	106	Little Bear 2	low	moderate
8	14	White Schwartz Cedar 1	low	heavy
9	38	Brush OSR 8	low	heavy
10	30	Brush OSR 1	medium	moderate
11	54	Brush OSR 3	medium	moderate
12	59	Tee South 1	medium	heavy
13	37	West Bovill 2	low	moderate
14	109	Manassas 1&2	low	moderate
15	59	Burnt Crow 2	medium	moderate
16	51	Burnt Crow 3	low	heavy

Unit 1 (Park Place 1) This unit was an overstory removal in 2018 under the Park Place timber sale (TS414208). The unit received a directed spray herbicide treatment in 2020 (FM # 41-332-107-20) and was interplanted in 2021. In 2023 the unit received an herbicide treatment to reduce competing vegetation (FM # 41-352-107-22). Access is provided on surfaced and unsurfaced roads. Slopes average 40%. Slash levels are low to medium. Gopher activity is moderate and brush levels are medium.

Unit 2 (Park Place 5) This unit was an overstory removal in 2018 under the Park Place timber sale (TS414208). It was pre-plant sprayed and planted/ interplanted in 2021 (FM # 41-320-102-21). In 2023 the unit received an herbicide treatment to reduce competing vegetation (FM # 41-352-107-22). Access is provided on surfaced and unsurfaced roads. Slopes average 40%. Slash levels are low. Gopher activity is moderate and brush levels are medium.

Unit 3 (Park Place 3) This unit was an overstory removal in 2018 under the Park Place timber sale (TS414208). The unit received a directed spray herbicide treatment in 2020 (FM # 41-332-107-20) and was interplanted in 2021. In 2023 the unit received an herbicide treatment to reduce competing vegetation (FM # 41-352-107-22). Access is provided on surfaced and unsurfaced roads. Slopes average 40%. Slash levels are low to medium. Gopher activity is moderate and brush levels are medium.

Unit 4 (Little Bear 1) This unit was clearcut in 2022 under the Little Bear timber sale (TS414365). In 2023 the unit received an herbicide treatment to reduce competing vegetation (FM # 41-352-107-22). Slopes average 30%. Slash levels are low to medium. Gopher activity is moderate and brush levels are low.

Unit 5 (Brush OSR 7) This unit was clearcut in 2021-2022 under the Brush OSR timber sale (TS414493). Portions of the entire 88 net acre unit were planted in the spring of 2022 (FM # 41-332-102-22). The remaining acres were planted in the spring of 2023 (FM # 41-342-102-23) or will be planted in the spring of 2024. This portion of the unit received an herbicide treatment to reduce competing vegetation in 2023 (FM # 41-352-107-22). Access is provided on surfaced and unsurfaced roads. Slopes average 35%. Gopher activity is moderate and brush levels are medium.

Unit 6 (Sandy Bear 1) This unit was clearcut in 2021 under the Sandy Bear timber sale (TS414403). In 2022 this unit received an herbicide treatment to reduce competing vegetation (FM # 41-343-107-22). Access is provided on surfaced and unsurfaced roads. Slopes average 40%. Slash levels are medium. Gopher activity is moderate and brush levels are medium.

Unit 7 (Little Bear 2) This unit was clearcut in 2022 under the Little Bear timber sale (TS414365). In 2023 the unit received an herbicide treatment to reduce competing vegetation (FM # 41-352-107-22). Access is provided on surfaced and unsurfaced roads. Slopes average 30%. Slash levels are low to medium. Gopher activity is moderate and brush levels are low.

Unit 8 (White Schwartz Cedar 1) This unit was clearcut in 2021-2022 under the White Schwartz Cedar timber sale (TS414524). This unit was planted in 2022 (FM # 41-332-102-22) as an overflow unit with no site prep. Unit was site prepped in the summer of 2023 (FM # 41-352-107-22). Access is provided on surfaced and unsurfaced roads. Slopes average 15%. Slash levels are low. Gopher activity is heavy and brush levels are low.

Unit 9 (Brush OSR 8) This unit was an overstory removal under the Brush OSR timber sale (TS414493) in 2021-2022. In 2023 the unit received an herbicide treatment to reduce competing vegetation and prepare the site (FM # 41-352-107-22). Access is provided on surfaced and unsurfaced roads. Slopes average 30%. Slash levels are low to medium. Gopher activity is heavy and brush levels are low.

Unit 10 (Brush OSR 1) This unit was clearcut in 2021 under the Brush OSR timber sale (TS414493). The unit received a site prep spray before planting in 2023 (FM # 41-342-102-23). Access is provided on surfaced and unsurfaced roads. Slopes average 25%. Slash levels are medium. Gopher activity is moderate and brush levels are medium.

Unit 11 (Brush OSR 3) This unit was clearcut in 2021 under the Brush OSR timber sale (TS414493). The unit received a site prep spray before planting in 2023 (FM # 41-342-102-23). Access is provided on surfaced and unsurfaced roads. Slopes average 25%. Slash levels are medium. Gopher activity is moderate and brush levels are medium.

Unit 12 (Tee South 1) This unit was planted in the spring of 2013 (FM # 41-176-102-13). Portions of this unit were replanted in the spring of 2019 (FM # 41-286-102-19). In the spring of 2020, the unit was treated for gophers with strychnine-treated milo utilizing the “dig and bait method” (FM # 41-306-105-19) and treated in the spring of 2021 using zinc phosphide (FM # 41-336-105-20). In 2023 the unit received an herbicide treatment to reduce competing vegetation (FM # 41-352-107-22). Access is provided on surfaced and unsurfaced roads. Slopes average 10%. Slash levels are low. Gopher activity is heavy and brush levels are medium.

Unit 13 (West Bovill 2) This unit is a portion of a seed tree unit harvested as part of the West Bovill timber sale (TS413938). The remaining overstory was removed in 2022 under direct sale contracts DS410267 and DS410269. In 2023 the unit received an herbicide treatment to reduce competing vegetation (FM # 41-352-107-22). Access is provided on surfaced and unsurfaced roads. Slopes average 20%. Slash levels are low. Gopher activity is moderate and brush levels are low.

Unit 14 (Manassas 1&2) Unit 1 was an overstory removal in 2021 under the Manassas timber sale (TS414415) and unit 2 was a clearcut in 2021 under the Manassas timber sale (TS414415). In 2022 both units received an herbicide treatment to reduce competing vegetation (FM # 41-343-107-22). Access is provided on surfaced and unsurfaced roads. Slopes average 25% in both units. Slash levels are low to medium. Gopher activity is moderate and brush levels are low.

Unit 15 (Burnt Crow 2) This unit was a clearcut in 2019 under the Burnt Crow timber sale (TS 414310). In 2023 this unit received an herbicide treatment to reduce competing vegetation (FM # 41-352-107-22). Access is provided on surfaced and unsurfaced roads. Slopes average 30%. Slash levels are low. Gopher activity is moderate and brush levels are medium.

Unit 16 (Burnt Crow 3) This unit was a clearcut removal in 2019 under the Burnt Crow timber sale (TS414310). In 2023 this unit received an herbicide treatment to reduce competing vegetation (FM # 41-352-107-22). Access is provided on surfaced and

unsurfaced roads. Slopes average 30%. Slash levels are low. Gopher activity is heavy and brush levels are low.

Additional / Supplemental Units:

Up to 300 acres of additional/supplemental units may be added. These units will be evaluated in the spring of 2024.

PESTICIDE (RODENTICIDE) TO BE USED:

The registered rodenticide to be used shall be 0.5% strychnine-treated Milo Bait for all units. Bait will have mold retardant or equivalent. Baits will be applied at the recommended label rates. Strychnine-treated bait must be obtained with supervision by a licensed Professional Applicator. Containers utilized for storing baits must be in locked containers while on site. Strychnine treated baits must be manufactured in the current calendar year unless otherwise agreed to by the Forester-in-Charge (FIC).

BAITING & TOOLS SPECIFICATIONS:

Subject to the direction and instruction of the FIC, the Contractor is required to adhere to the following:

1. The contractor must use the "dig and drop-tube method" using bait dispenser equipment as described in the special provisions of the contract.
2. For locating gopher tunnels, each crew member will have a drain spade shovel with a minimum blade length of fourteen inches (14") as measured from toe to heel by five inches (5") in width.

CONTRACT INSPECTION:

A valid Professional Applicator's Pesticide License with proper endorsements will be provided prior to commencement of any baiting activities.

Sampling Method: Acceptance of gopher control baiting operations will be based on the inspection protocol outlined in the contract.

PERIOD OF PERFORMANCE AND DAILY PRODUCTION:

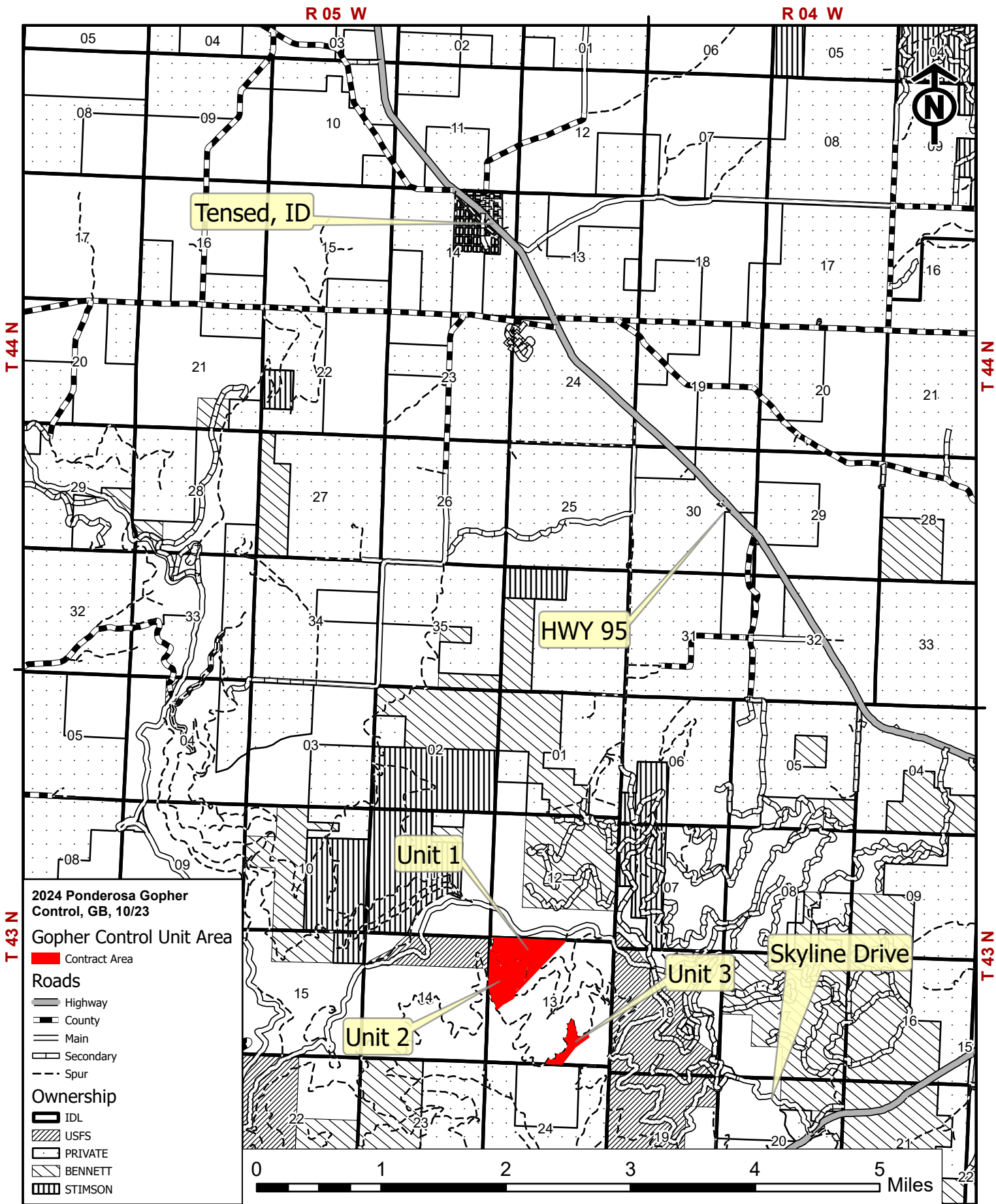
The contract will commence once the Contractor has received a signed copy of the contract and has had a pre-work conference with the FIC. The anticipated window of application is June 13th through June 20th depending on accessibility and ground conditions. The contractor will supply a crew of at least 10-12 workers (larger crews will not be allowed without prior approval by FIC). The Contractor will be required to treat an average of 80 acres per day. Completion of the gopher baiting operations shall be within 12 working days from the actual starting date, weather depending.

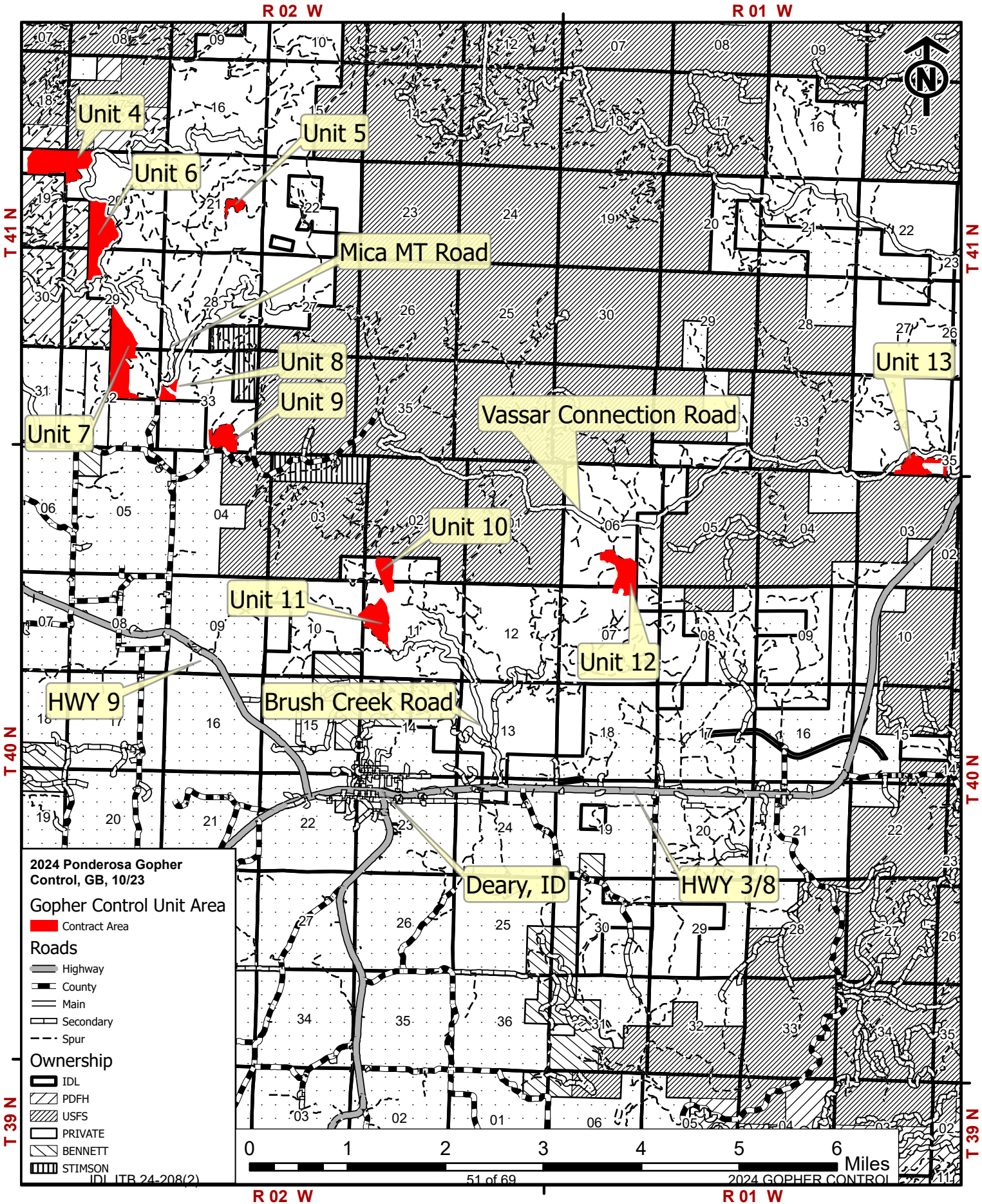
PAYMENT:

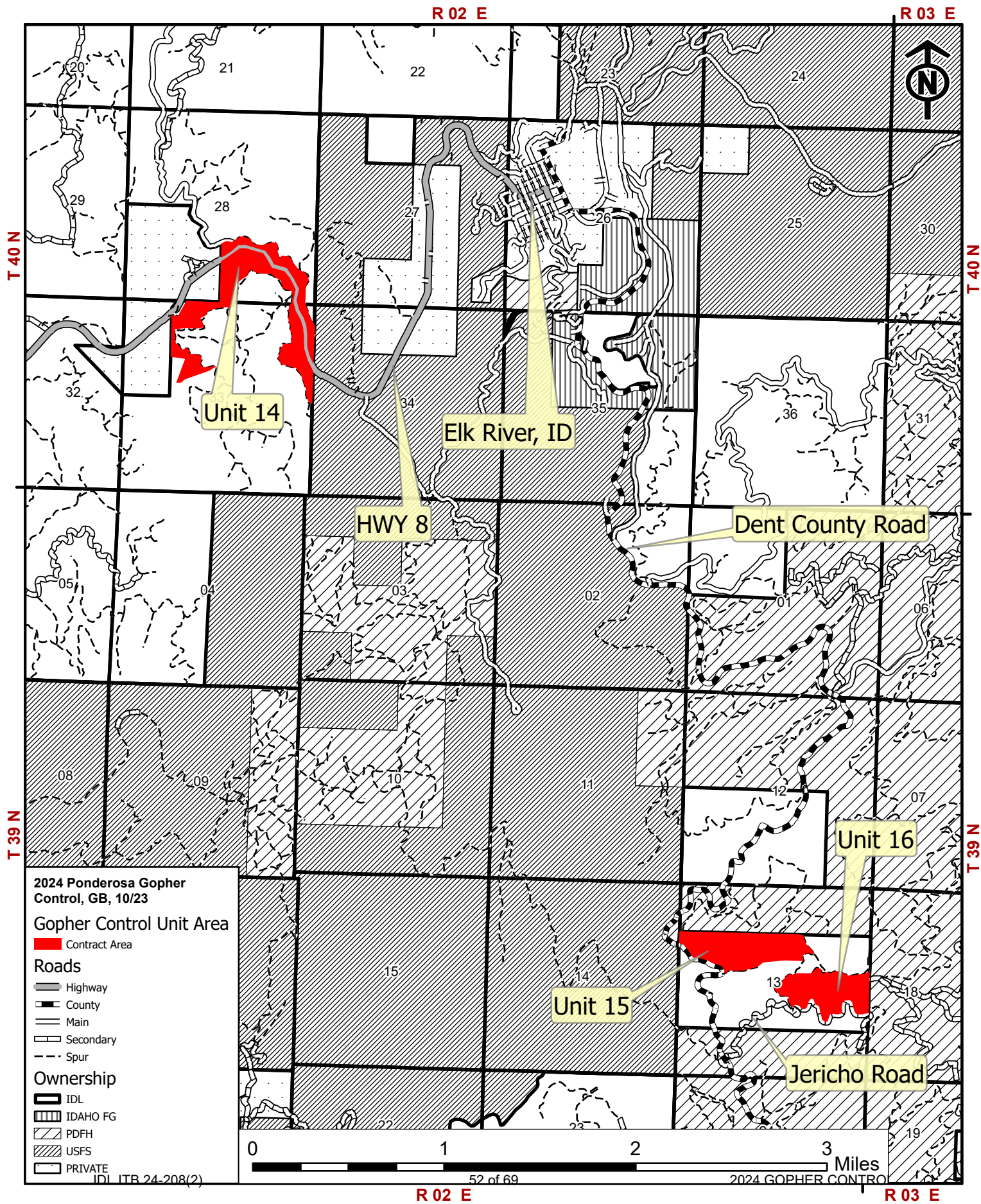
Payment(s) will be made at the rate(s) set forth in the Schedule A attached hereto. This project will be paid on a per acre basis after acceptable completion of all contract work to be performed. Payments can be made on completed units if approved by FIC. No payment will be made prior to July 1, 2024.

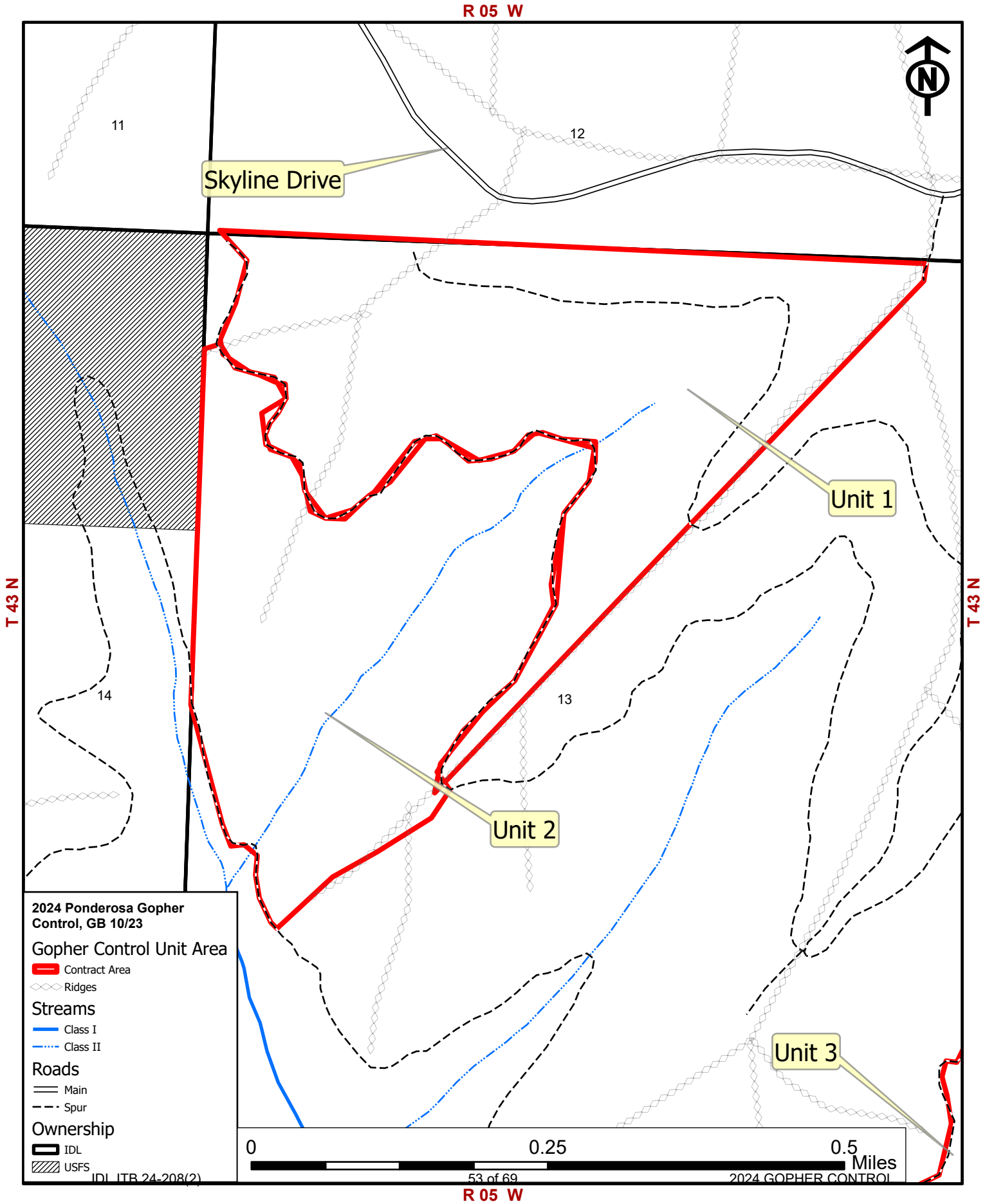
ADDITIONAL INFORMATION:

Contact information will be provided in final contract.









R 05 W

T 43 N

T 43 N


Unit 3


13

24


2024 Ponderosa Gopher Control, GB 10/23


Gopher Control Unit Area

 Contract Area


 Ridges

Streams


 Class I


 Class II

Roads

 Spur

Ownership

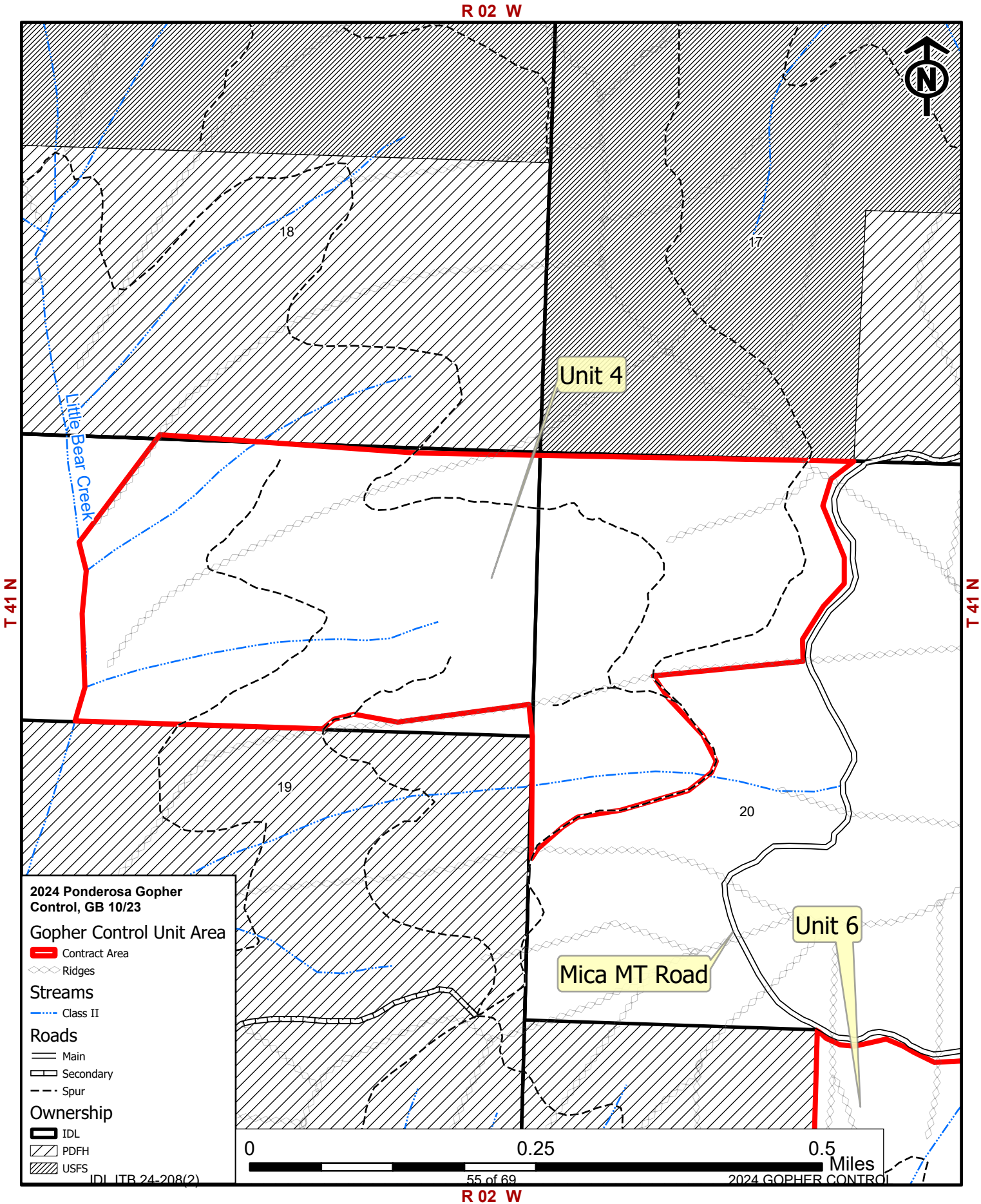
 IDL

 PRIVATE

IDL ITB 24-208(2)



R 05 W



R 02 W

T 41 N

T 41 N



Unit 5

21

Schwartz Creek

2024 Ponderosa Gopher Control, GB, 10/23

Gopher Control Unit Area

Contract Area

Ridges

Streams

Class I

Class II

Roads

Spur

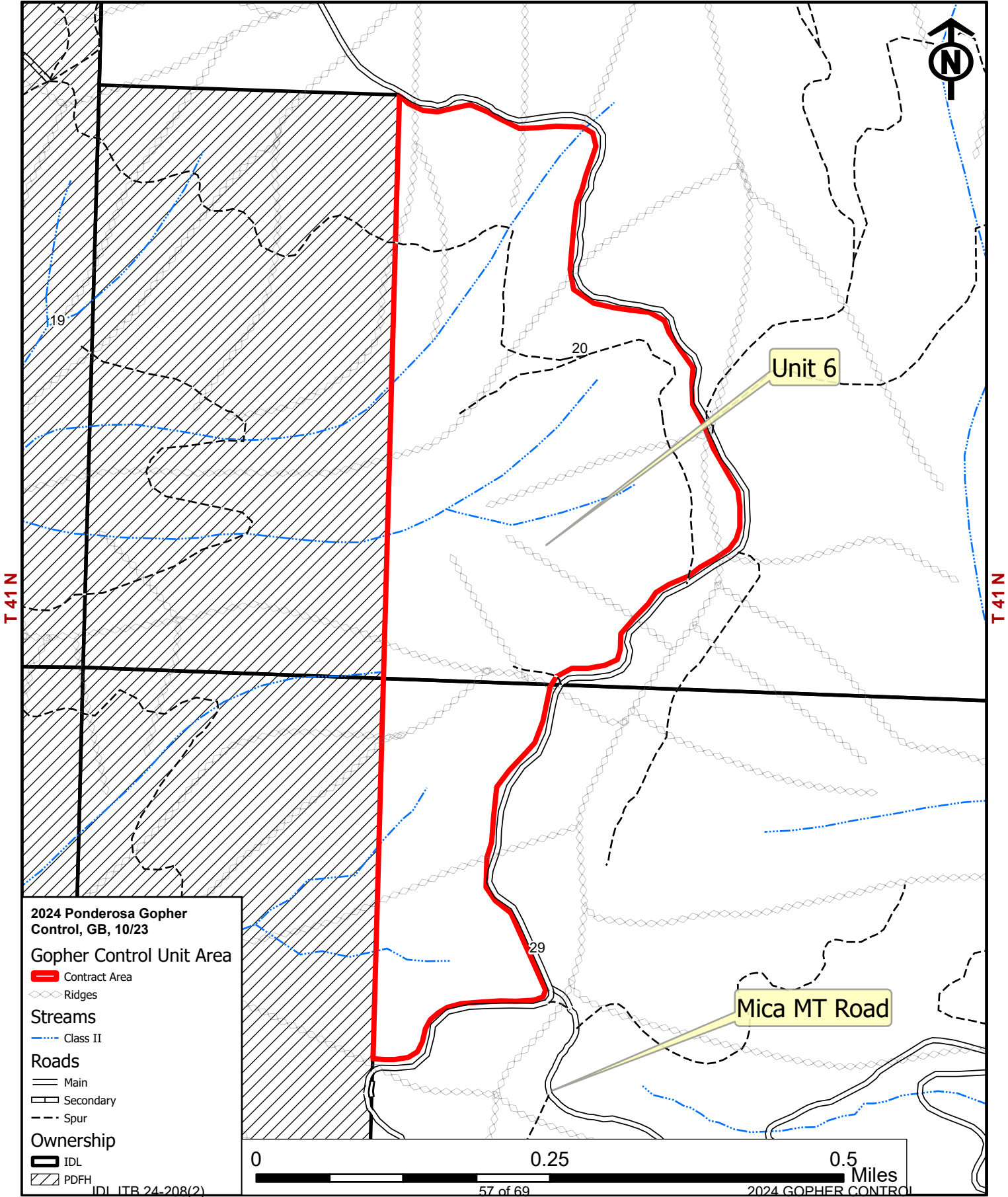
Ownership

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IDL ITB 24-208(2)



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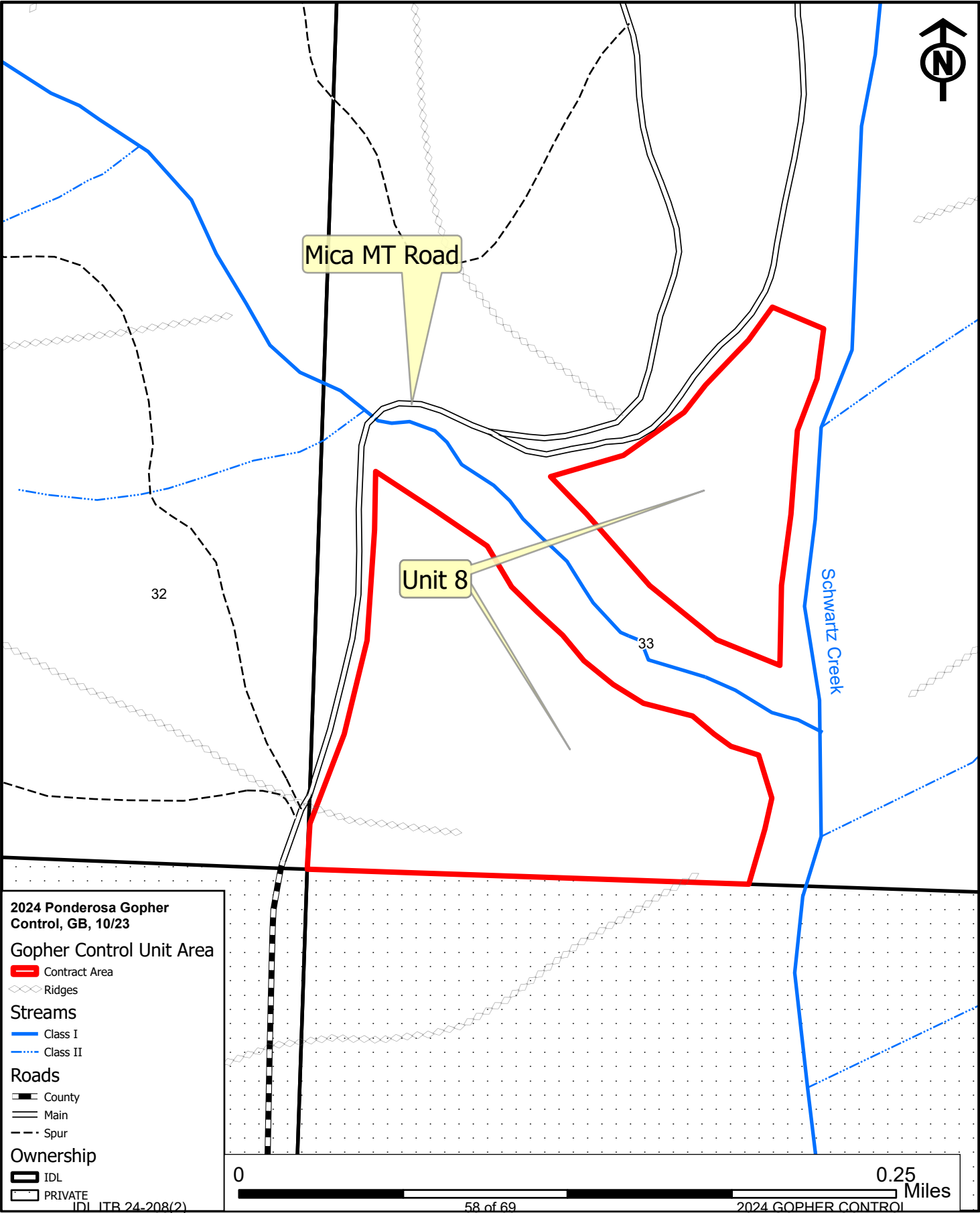


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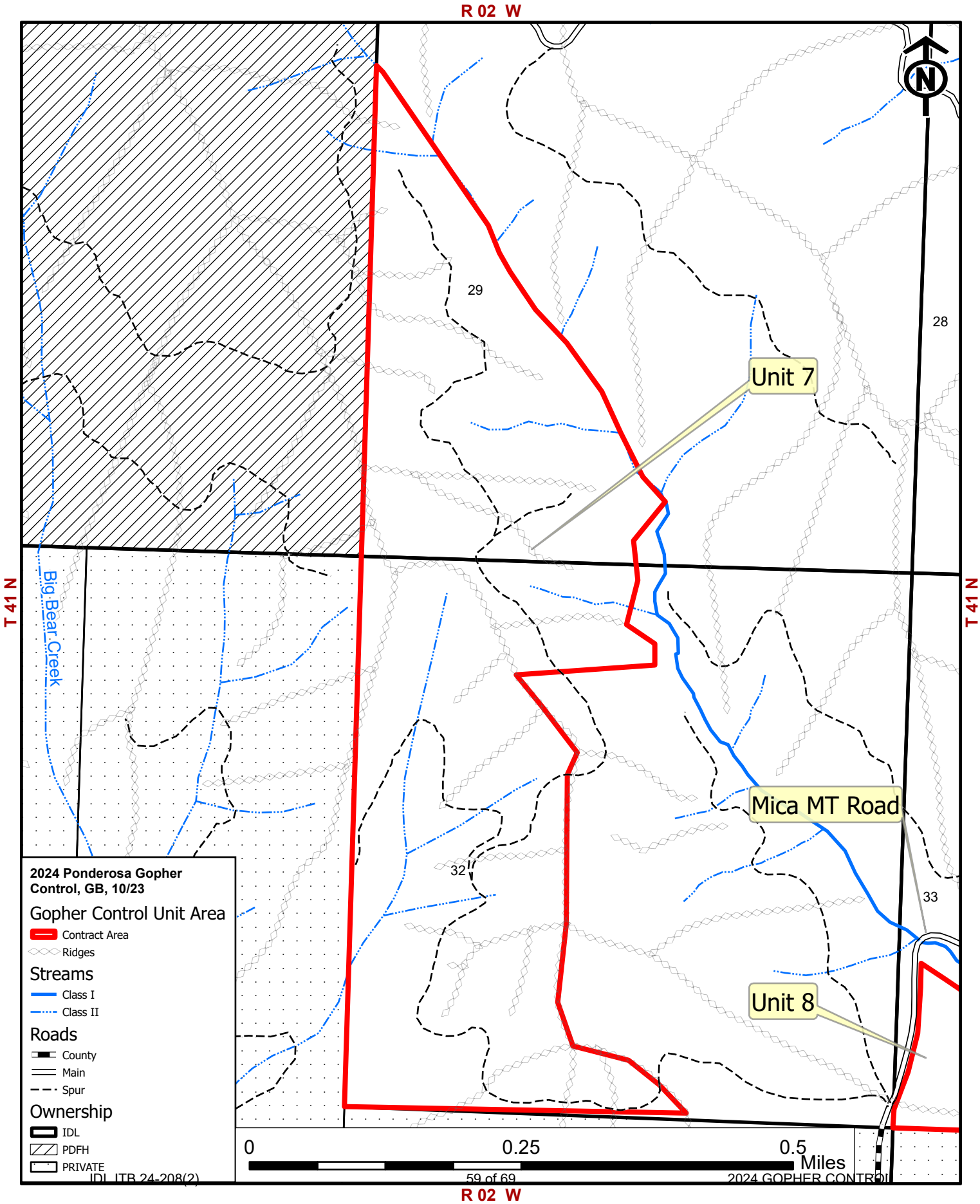
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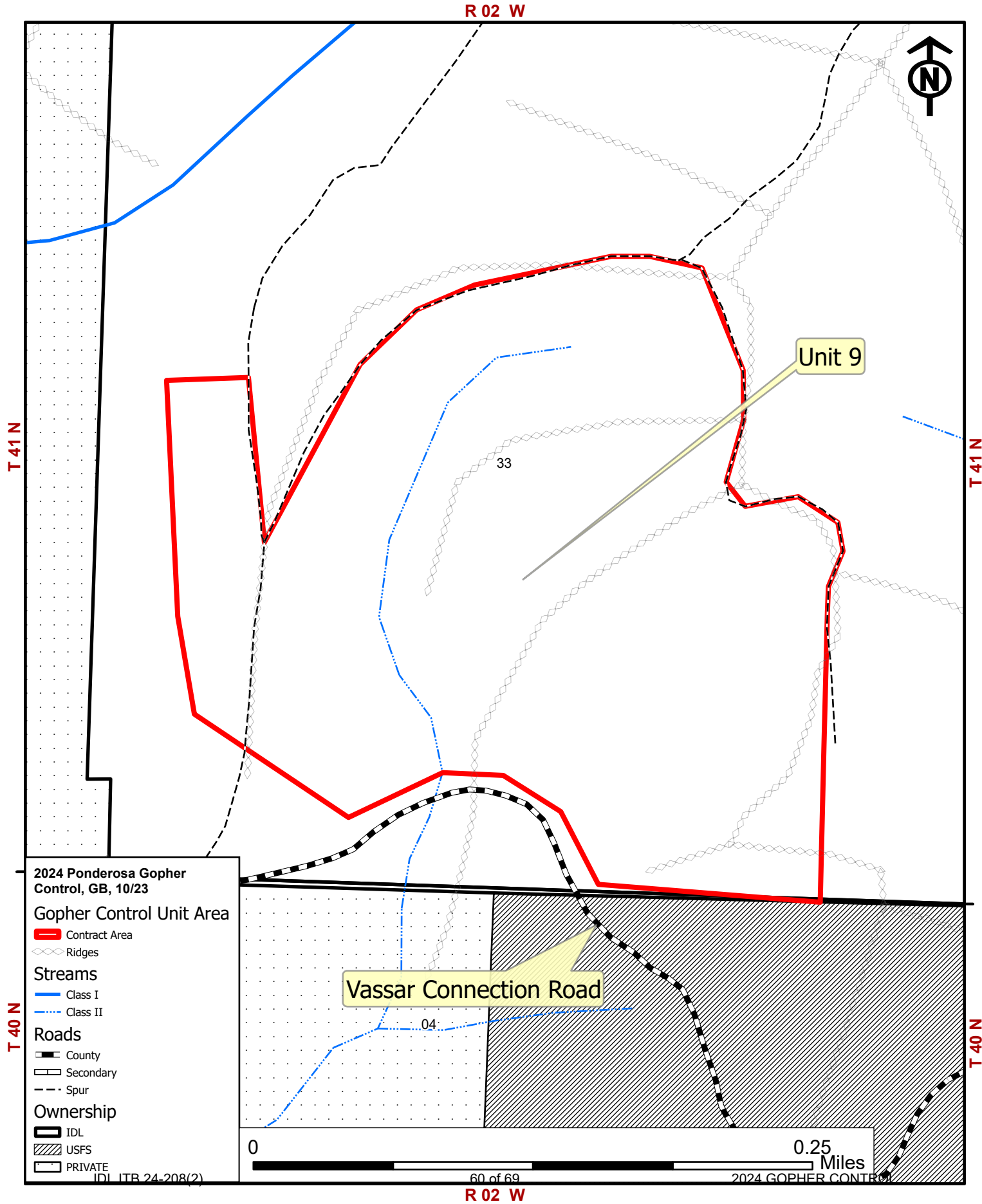
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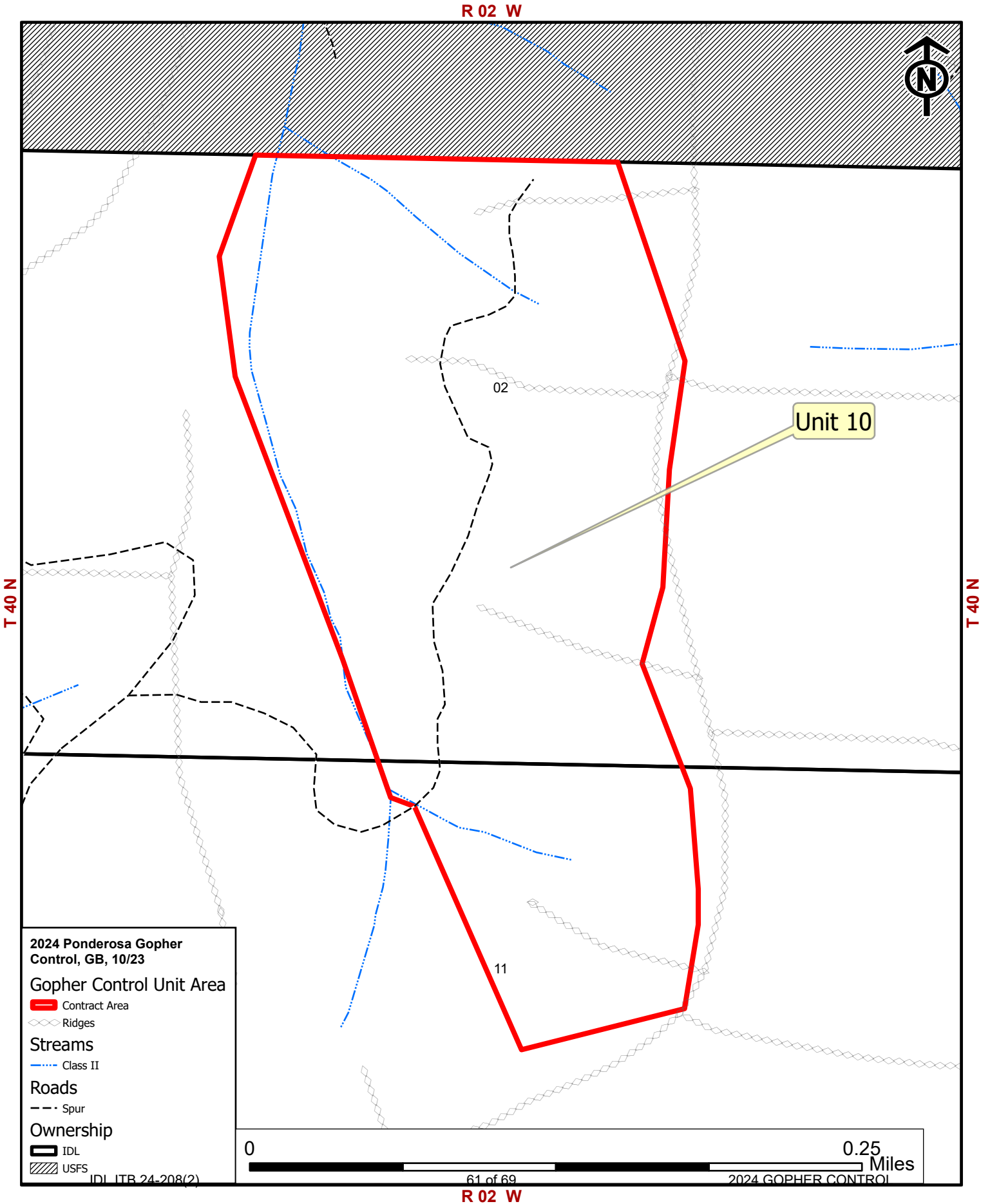
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R 02 W







R 02 W

T 40 N

T 40 N



Unit 11

Brush Creek Road

2024 Ponderosa Gopher Control, GB, 10/23

Gopher Control Unit Area

- Contract Area
- Ridges

Streams

- Class II

Roads

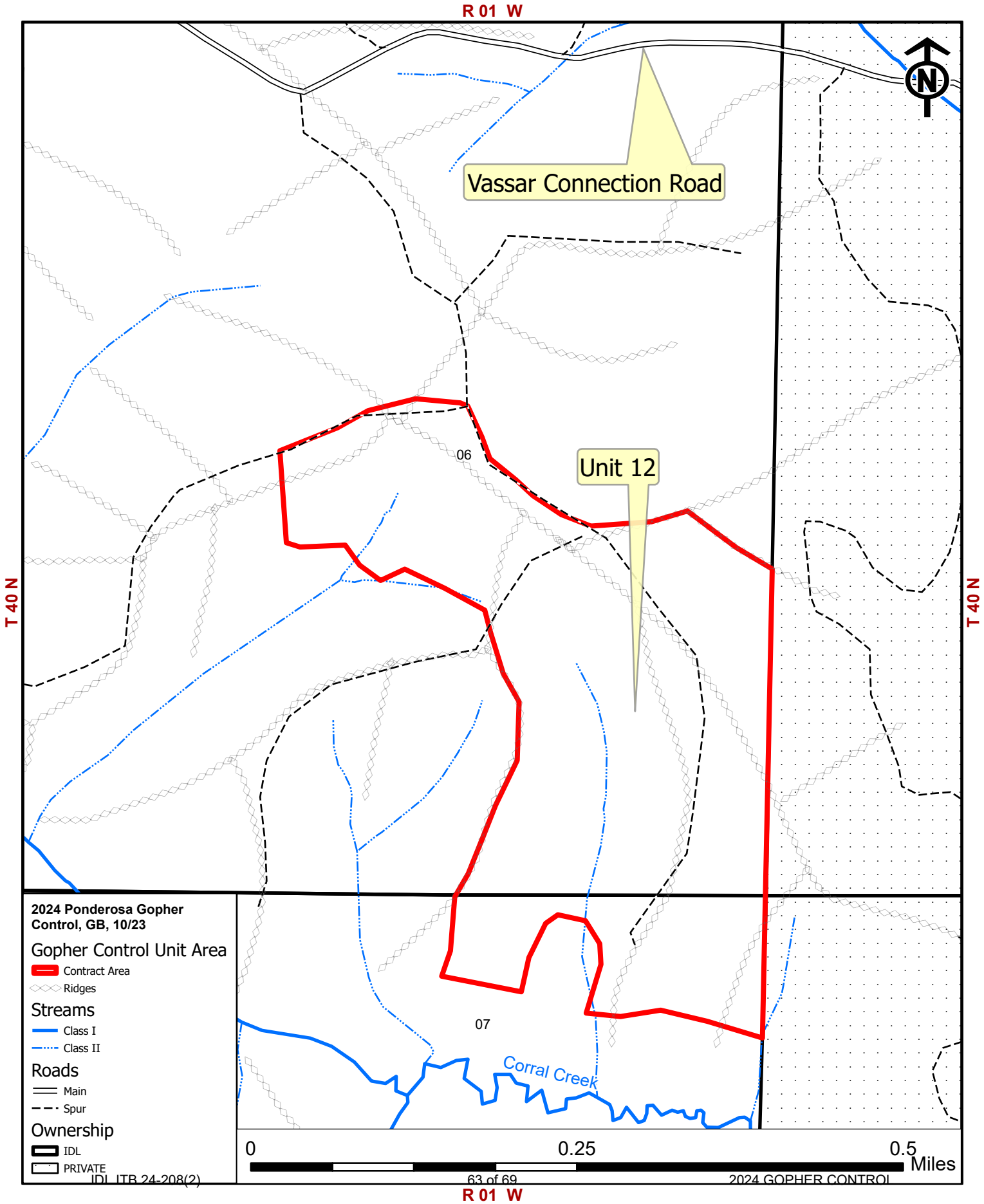
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- Secondary
- Spur

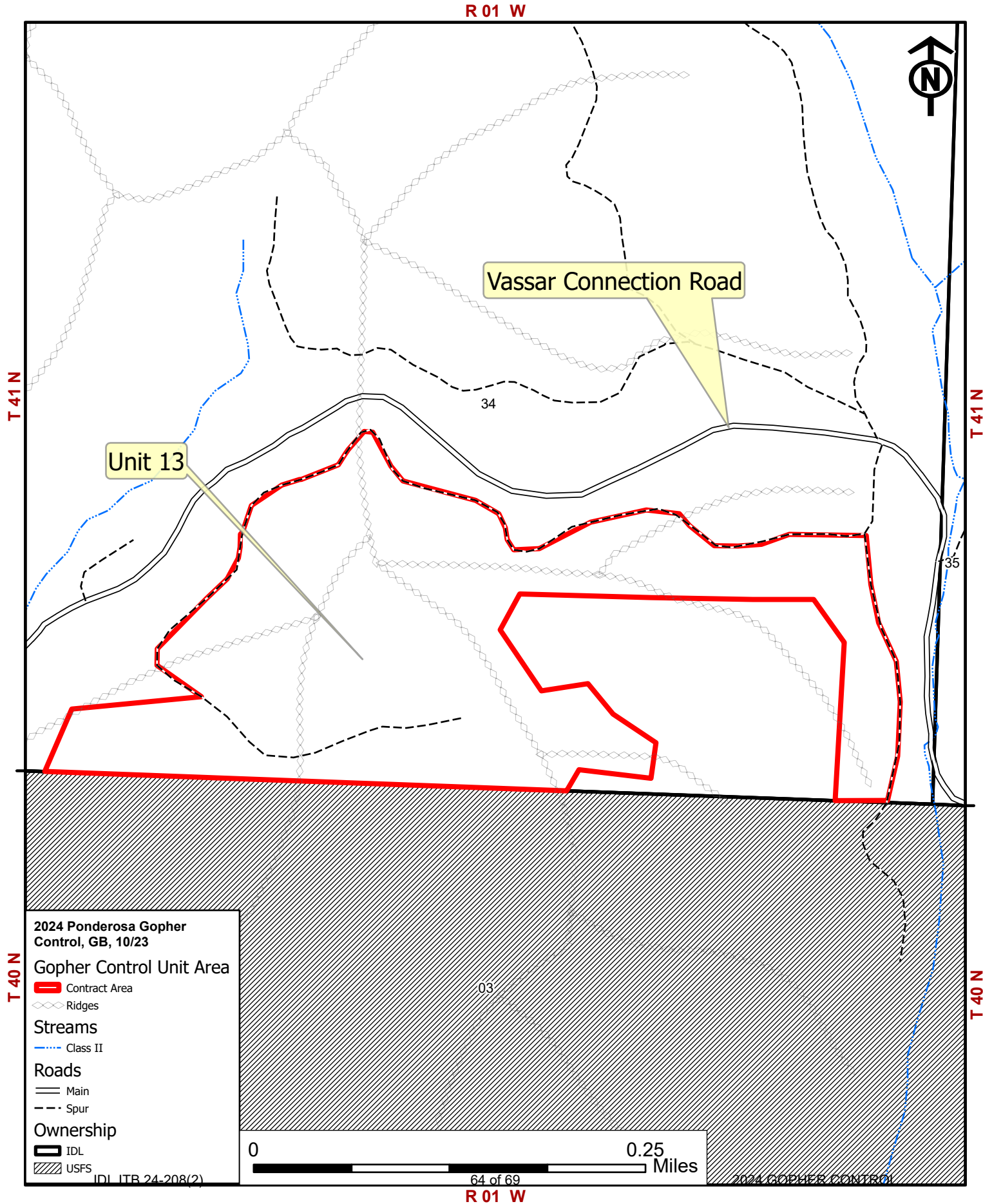
Ownership

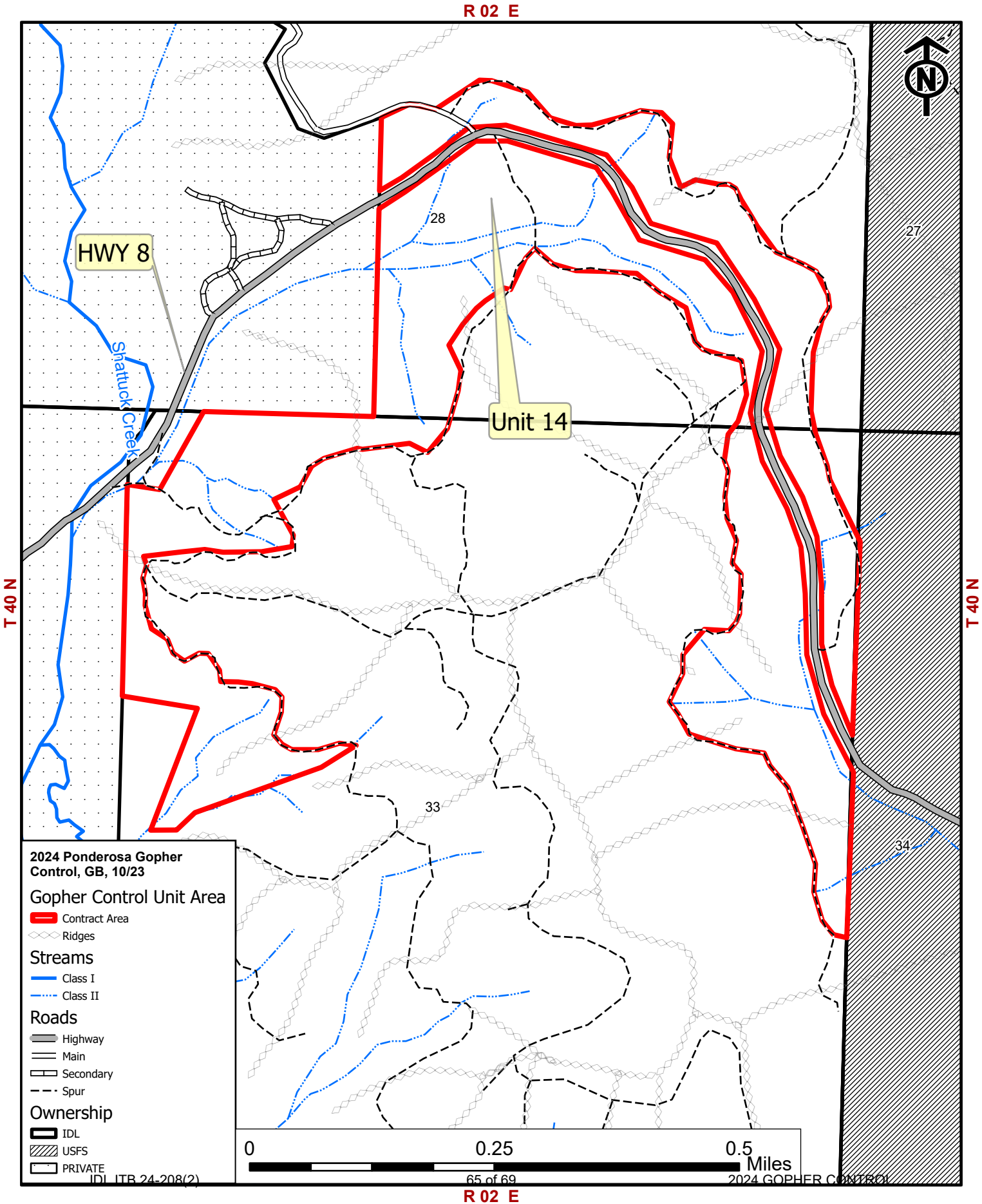
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- BENNETT

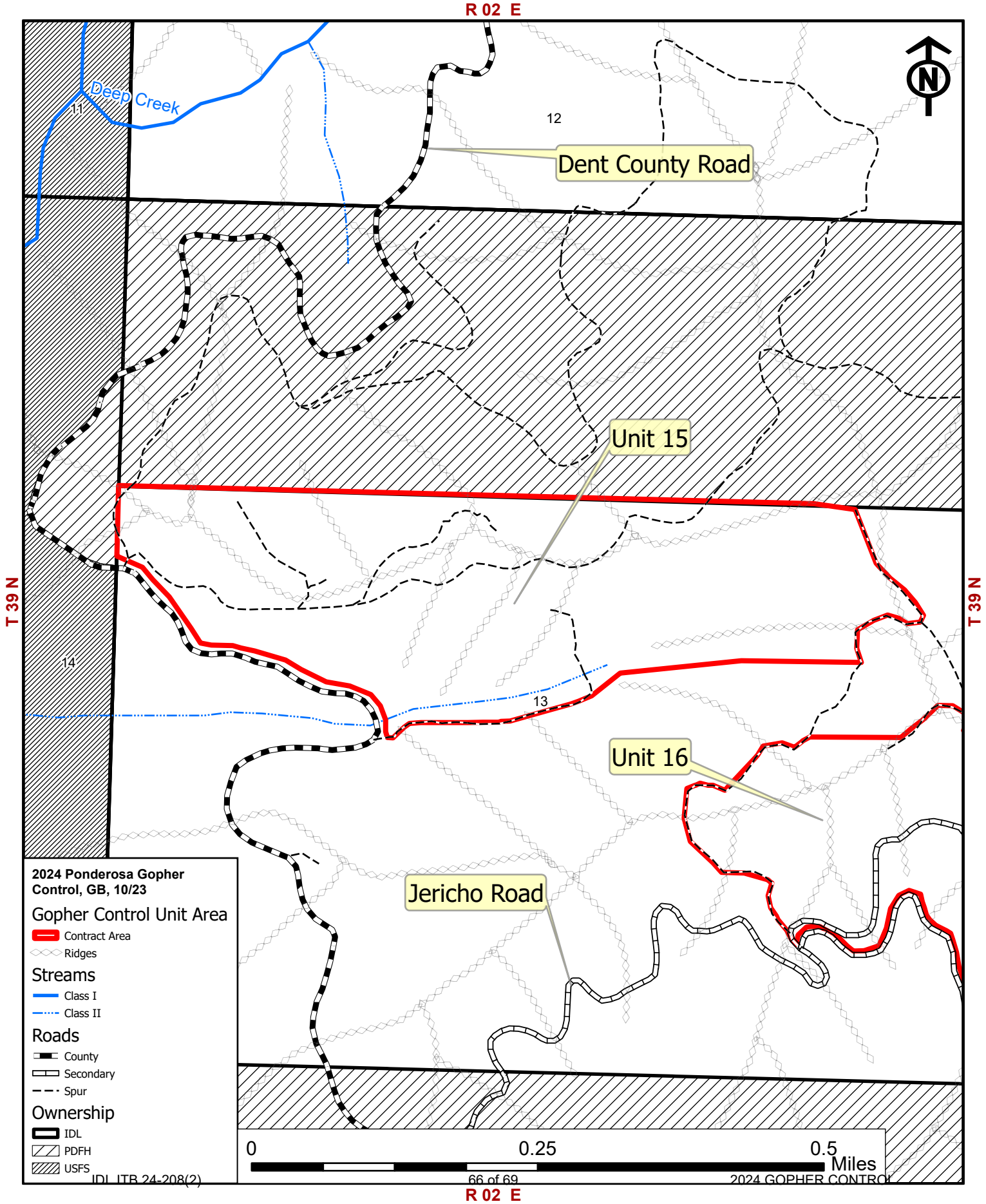
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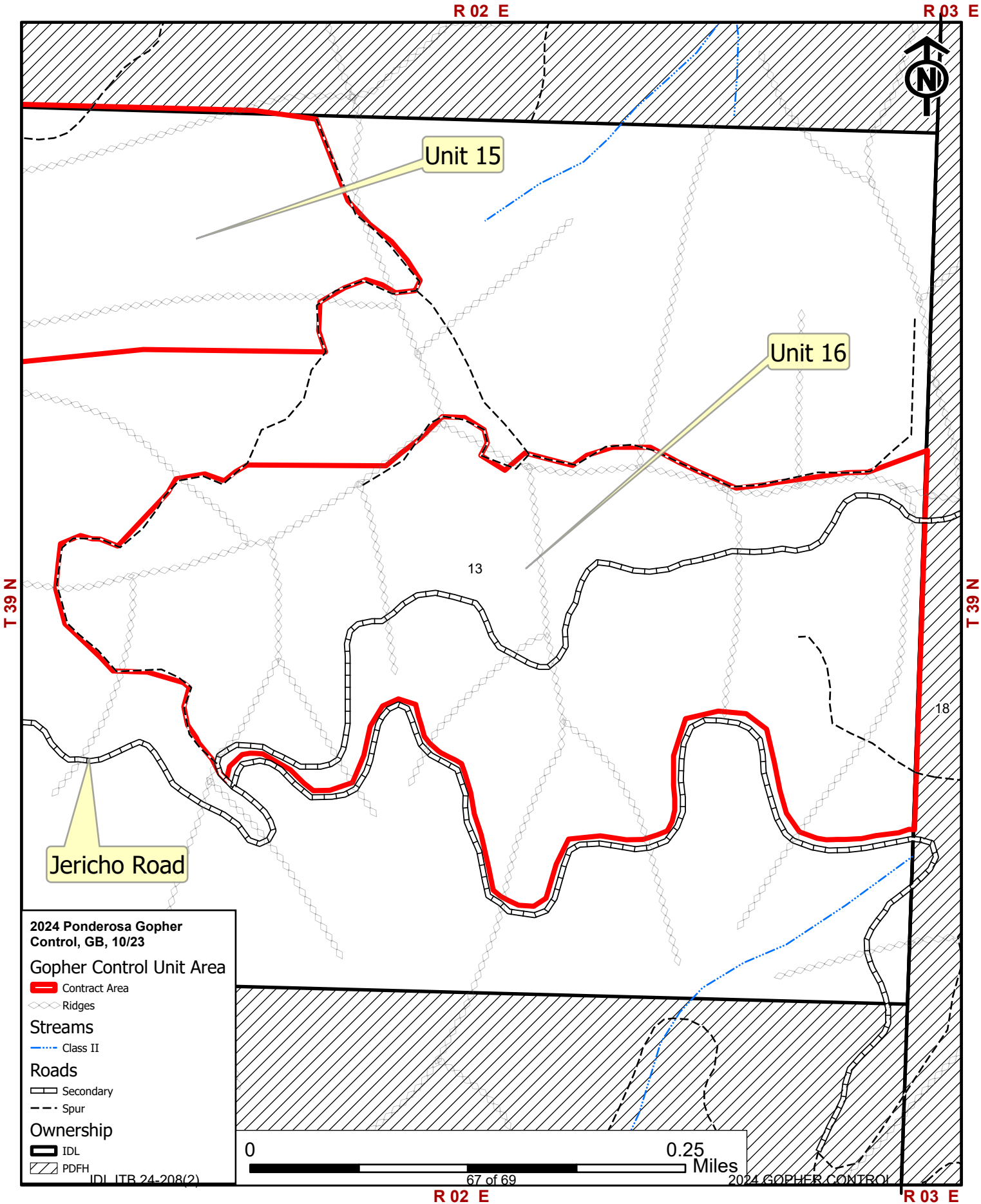












**2024 GOPHER CONTROL
ITB 24-208(2)
ATTACHMENT 2-BIDDER QUESTIONS**

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.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. 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.
3. Do not enter text in the "Response" field (column 5). This is for the IDL's responses only.
4. 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."

	Solicitation Section	Page #	Question	Response
1				
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