

STATE OF IDAHO
DEPARTMENT OF LANDS



OH MERCY MASTICATION
INVITATION TO BID NO. 24-228-041009
DUE BEFORE 3:00:00 PM PT ON MARCH 18, 2024

IDAHO DEPARTMENT OF LANDS
OH MERCY MASTICATION
INVITATION TO BID NO. 24-228-041009

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**STATE OF IDAHO
DEPARTMENT OF LANDS
INVITATION TO BID 24-228-041009**

OH MERCY MASTICATION

RESPONSES DUE BEFORE 3:00:00 PM PT ON MARCH 18, 2024

The purpose of this Invitation to Bid (ITB) package is to solicit sealed bids for the efficient completion of the MASTICATION 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.

NOTE - Your company must be registered as a supplier in LUMA to be awarded a contract.

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 March 1, 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The submitting Vendor agrees that its Bid, Quotation or Proposal shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing date, unless otherwise identified in the Solicitation.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. 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 March 18, 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 24-228-041009 – Oh Mercy Mastication
Responses due:	Before 3:00:00 PM PT on 3/18/24

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

Sealed Bid For:	ITB 24-228-041009 – Oh Mercy Mastication - DUE 3 PM PT on 3/18/24
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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 3/18/24**. 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	February 15, 2024
Deadline for Receipt of Written Inquiries	March 1, 2024
Bid Due Date	Before 3:00 PM PT on March 18, 2024
Anticipated Intent to Award Date	March 21, 2024
Anticipated Contract Award Date	March 29, 2024

SCHEDULE A
24-228-041009
Oh Mercy Mastication

IDHAO PANHANDLE NATIONAL FOREST	DESCRIPTION	NUMBER OF UNITS	UNIT TYPE	PRICE PER UNIT	TOTAL EXTENDED AMOUNT
Oh Mercy Mastication	Mastication	157	Acres		\$ -

Any additional work required under this contract but not scheduled will be performed at the rates shown herein. An approved and signed contract modification will be required prior to the starting of additional work.

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

Idaho Department of Lands shall award to the qualified respondent submitting the lowest responsive bid.

NOTE: The quantities of work to be done under this contract as set forth in Schedule A have been estimated and may not be accurate in any or all particulars. They are only for the purpose of comparing on a uniform basis the quotes offered for the work under this contract. The Contractor understands and agrees that these are estimates only and that the State shall not be responsible for any claim of profits, loss of profit or for damages because of a difference between the estimated quantities of work to be done and the actual quantities ordered by the State.

Company Name

Contractors Signature

Contractor's Name

Signed by

Mailing Address

Please Print or Type Name

Title

Contractor's Email

Contractor's Phone

Taxpayer ID #

**STATE OF IDAHO
DEPARTMENT OF LANDS**



**OH MERCY MASTICATION
CONTRACT NO. TBD**

CONTRACTOR

STATE OF IDAHO
DEPARTMENT OF LANDS

OH MERCY MASTICATION
CONTRACT NO. TBD

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AD-1048.....	Attachment #3

**STATE OF IDAHO
DEPARTMENT OF LANDS**

**OH MERCY MASTICATION
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 and/or USFS 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 and/or USFS 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.
- q. United States Forest Service (USFS): Acceptable and legal reference to the United States Forest Service for the purposes of this contract.

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, with no less than a \$2,000,000 annual aggregate. 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 Material Safety Data Sheets (MSDS) 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 or Forest Service for the recovery of costs of the cleanup.

35. CAMPING ON NATIONAL FOREST OR STATE LAND

Contractor personnel may, with written approval from the State, camp during the Contract period on National Forest or 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 and the United States Forest Service and be in compliance with State Land Board and Federal rules and regulations for fire prevention.

The Contractor shall request a camping permit from the COR for each area in which the Contractor's crew plan on camping within the National Forest or State Lands boundary. Provisions that apply to all camping on National Forest and State lands will be discussed in detail at the pre-work conference.

36. FIRE PREVENTION RESPONSIBILITIES

- a. The Contractor will adhere to the State Land Board and Federal rules and regulations which set forth fire prevention safety precautions for woods operations. Such rules and regulations are available at any IDL or United States Forest Service 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: _____



PROJECT DESCRIPTION

Fuels Treatment for Scattered Lands

SUPERVISORY AREA: Sandpoint Ranger District, Panhandle National Forest

PROJECT NAME: Oh Mercy Mastication

PROJECT NUMBER: 24-228-041009

PROJECT ACRES: 157 Acres

PROJECT LOCATION:

The Oh Mercy Mastication is located within Bonner County on the Sandpoint Ranger District of the Idaho Panhandle National Forest. The project area is south of the Pend Oreille River, west of Lake Pend Oreille and adjacent to the State of Washington state line in Township 55 North, Range 06 West, Section 12, Boise Meridian. The fuels implementation of this project is approximately 8 miles north of Blanchard along the Highway 41 corridor in unit 3A. Please see attached map(s) for location.

AREA HISTORY:

Unit 3A (157 acres): Unit 3A has been precommercial thinned and needs to be masticated to facilitate fuels treatment. Approximately 684 trees per acre have been cut within the unit and leave tree spacing is 15ft x 15ft on average but can be tighter at times.

ACCESS:

All access points to the project area are under United States Forest Service jurisdiction. Units are accessed by rocky main haul and secondary native surface roads.

WORK TO BE PERFORMED:

Furnish all labor and equipment to perform work included in this project. The intent is to masticate vegetation less than 6 inches at diameter breast height on approximately 157 acres. Included is a 63-acre, 150 ft buffer from private property and open roads that will be limbed and pruned later in the year, no change in prescription is needed. Additional flagging will identify the buffer. If buffer flagging is tied to vegetation that meets mastication specifications, the contractor is not required to re-hang flagging. Unit boundaries will primarily be flagged in pink ribbon. Where piling units border timber sale units, orange and pink were used. It is encouraged to utilize mobile mapping applications to ensure logical progression through the unit(s). Contractors shall also provide quality control efforts, through qualified crew supervision, to ensure work is meeting project descriptions.

A. Mastication Specifications:

1. Masticate all standing understory vegetation (alive or dead) greater than 2 feet in height but not over 6-inch Diameter at Breast Height (DBH). This includes tree and brush species ranging in diameter from 0.25-inch brush stem to 6-inch DBH trees. Stumps and stobs created from severing will be less than 6 inches in height. Crop or leave trees are to be dominant or codominant conifers selected by the Contractor on a 15-20 foot spacing, **or as designated by the Forester-in-charge**. Spacing may vary to select the most desirable trees. However, spacing control, using the original guidelines, will be maintained whenever possible. The number of trees per acre will not be materially increased or decreased.
 - a. The acceptable range for trees per acre is 109 to 194.
 - b. The maximum diameter to cut is 6" DBH.

2. When selecting crop trees, a variety of species should be selected. Leave trees shall be

those trees of the tallest height, largest crown, straightest stems that are free of insects, disease and physical or biological defects. The following are the acceptable crop trees of preference by grouping of most preferred.

- a. **Group 1:** Hardwoods, Western White Pine, Western Larch, and Ponderosa Pine. These species will always take precedence over groups 2 and 3. If these species meet crop tree requirements, they will always be left as first preference.
 - b. **Group 2:** Douglas Fir, Lodgepole Pine, and Western Red Cedar. These species will always take precedence over group 3 using the best and tallest tree principle.
 - c. **Group 3:** Grand Fir, Western Hemlock, Engleman Spruce. These species will be used only if there are not possible crop trees from group 2. Trees will be selected using the best and tallest tree principle.
3. Trees to be removed will be trees of poor form and vigor, including trees excessively damaged as result of previous logging activity. Living culls are further defined as:
- a. conks present
 - b. **white pine blister rust present**
 - c. western gall rust on the stem of the tree
 - d. "suckers" or trees on which the top has died back and the terminal growth assured by another limb
 - e. "dry" or dead side
4. Tree selection must be based on tree quality. Use of species as selection criteria shall be between trees of relatively equal height and diameter. All crop trees shall be free of insects and disease.
5. Treat all existing dead and down concentrations of limbs and tops that range from one inch to seven inches in diameter. Remove all hazard trees up to 12 inches DBH that are partially suspended or supported by another tree until they are resting flat on the ground. Remove limbs greater than one foot in length from existing downed trees and reduce to the size of the woody debris specifications listed below.
6. Size of woody debris or "chips" upon completion of the project shall not exceed three inches in diameter and three feet in length. Average depth of the debris across the project area shall not exceed three inches with a maximum depth of six inches in isolated locations where dense vegetation exists.

NOXIOUS WEEDS:

Prior to entering Forest Service Administered lands, all equipment will need to be washed to reduce the risk of transporting noxious weed seeds onto Forest Service lands. Equipment will require inspection prior to entering Forest Service lands, inspections will be performed by IDL or Forest Service personnel with sufficient experience to identify invasive species.

EQUIPMENT SPECIFICATIONS:

All equipment shall be in good mechanical condition and operated in a safe and proper manner. Both operator and equipment shall meet Occupational Safety & Health Administrations (OSHA) safety regulations and labor industry requirements for operating equipment in a forested environment.

The desired equipment for use on this contract is an excavator with specifications and capabilities similar to a Caterpillar 315, Deere 200, or Komatsu PC170 with a mulching attachment that performs closely to a Fecon or Denis Cimaf horizontal drum design, a vertical shaft rotary masticator head such

as an AFE, or similar. However, all equipment meeting the following requirements will be considered:

- 1) Maximum operating weight without attachments of 55,000 pounds.
- 2) 60-90 net horsepower range.
- 3) Tail swing not to exceed 10 feet, measured from the center between tracks to tail when cab is turned perpendicular to the tracks.
- 4) Ability to process fuels 6.0 inches DBH or less to "chip" size not exceeding three inches in diameter by three feet in length.
- 5) Safely operate on slopes averaging 10 – 20 percent with isolated slopes up to 35 percent.
- 6) Ability to achieve the desired stand conditions without damaging leave trees.

IMPACT STATEMENT:

1. **Aesthetics:** The fuels reduction units are within the view of Highway 41 and will have some visual impact on the general public traveling on said road. Design features used for the implementation of the project will reduce the visual impact of the fuels reduction area. With the implementation of these design features, the expectation is that overall, these units will have minimal visual impacts on the general public traveling on Forest Service roads and Highway 41.
2. **Cultural Resources:** All units have been surveyed for archeologic sites, and all known sites have been buffered accordingly. However, should any previously unrecorded archaeological sites be discovered during project implementation, activities that may be affecting that resource will be halted immediately and the zone or forest archaeologist contacted, and the approved Region 1 Unanticipated Discovery Plan and Discovery of Human Remains Protocols Plan will be implemented. A mitigation plan, if needed, will be developed in consultation with the Idaho State Historic Preservation Officer and federally recognized Tribes of interest if appropriate.

Heritage resources including any new encountered historic or pre-contact era sites including buildings, trails, mining or logging camps, chute, and associated properties would be protected by avoiding, buffering, or mitigating impacts in accordance with the National Historic Preservation Act.

3. **Leases:** No leases or special uses, mining claims or range allotments are affected by this timber sale.
4. **Soil:** Piling activities will be halted in cases where the soil moisture is too high and/or the machine is causing excessive rutting as designated by the COR.
5. **Water Quality:** All known or discovered wetlands, seeps, bogs, elk wallows and springs less than one acre in size will be protected from timber harvest with a minimum 100 foot no activity buffer for aquatic species that are dependent upon these features, or as prescribed by the district botanist and wildlife biologist. If wetlands, seeps, bogs, elk wallows and springs larger than one acre in size are discovered, then they will have at least a 150-foot buffer in size or may be larger, if deemed necessary by the district botanist and wildlife biologist. Streamside buffers adjacent to harvest areas will be used to protect water quality and aquatic dependent species and their habitats as prescribed by the Inland Native Fish Strategy (Appendix D of the 2015 Idaho Panhandle National Forest Land Management Plan). Buffers will be 300 feet on either side of fish bearing streams, 150 feet around all permanently flowing non-fish bearing streams, and 100 feet around all intermittent streams and wet areas.
6. **Wildlife:**
 - a. If any threatened, endangered, or sensitive species were located during implementation of the proposed action, management activities will be altered, if

necessary, so that proper protection measures can be taken. None have been found to date.

- b. Any gray wolf den or rendezvous sites identified in or adjacent to proposed activity areas will be spatially and/or temporally buffered as appropriate. No project activities (excluding maintenance and hauling on year-round open road systems) will be allowed within one (1) mile of occupied sites, from April 1-July 1 for den sites and from July 1-August 15 for rendezvous sites. Upon review by the District Wildlife Biologist, these distances could decrease based on topographical characteristics at each site.
- c. There are no known goshawk nests within the sale area. However, if any goshawk nest is found, a no activity area of 40-acres will be placed around any known or newly discovered goshawk nest, or any other nest that has been active in the past five years (Brewer et al. 2009). If the nest tree is not roughly centered within the 40-acre no activity area, an additional no activity distance of up to 745 feet (the radius of a 40-acre circle) may be implemented between the nest tree and harvest units to reduce impacts to habitat around the nest site from project activities. The District Wildlife Biologist will determine if this additional no activity distance will be implemented based on factors such as topography, the location of the nest tree within the 40-acre nest area and the distance of the nest tree from existing disturbances (e.g. roads).
- d. No mechanized project activities (with the exception of hauling and maintenance on open road systems) would be allowed within up to ½ mile of active nest areas from April 15 to August 15 to promote nesting success and provide forage opportunities for adults and fledgling goshawks during the fledgling dependency period. Activity restrictions may be removed after June 30 if a qualified Forest Service wildlife biologist determines the nest site is inactive or unsuccessful.
- e. Any Bald Eagle nest identified will be buffered 330 feet from the nest at any time. A temporary 660-foot buffer will be placed on harvest operations and road construction activities occurring during the breeding season (January 1- August 31). Any selective thinning or other silviculture management practices designed to enhance habitat, including prescribed burning close to nest, should occur outside of the above-mentioned breeding season.
- f. If a raptor nest is discovered before or during the project implementation, timing restrictions and distance buffers, based on the best available information, as well as site-specific factors would be implemented to reduce disturbance.

PROJECT BOUNDARY MARKING:

The project unit boundaries will be identified by pink flagging. There will be some pink/black stripped flagging identifying 150-foot buffer location. Prior to implementation, a pre-work meeting will be held at the project area with the IDL Contracting Officer Representative (COR), the Forest Service Contracting Officer Representative (COR), and the purchaser/contractor. The intent is to ensure the contractor understands boundary markings, unit locations, specifications of the contract, and review the contractor's plan of operations. It is encouraged that all potential contractors complete a thorough site visit before bidding on the contract.

DEPARTMENT OF LANDS-FURNISHED PROPERTY:

The Government will provide the following items to the Contractor:

1. Additional Maps, shapefiles, or GPS data of the project area (if requested).
2. There will be a representative present (COR) on the project for guidance and inspection.
3. Pre flagged or painted project boundary areas.

CONTRACT PERIOD AND SCHEDULE:

Contract work may commence after the Contractor receives a Notice to Proceed and has had a prework conference with the COR. All work must be completed by **August 31, 2024**, and in compliance with all Contract terms, clauses, and special provisions.

INSPECTION AND ACCEPTANCE:

1. The Contracting Officers Representative (COR) will make periodic inspections while work is in progress to assure that work is proceeding satisfactorily and will determine acceptable work.
2. Upon receipt of required written information and/or completion of the fieldwork, the Idaho Department of Lands will inspect work completed by the Contractor for contract compliance. Within 10 calendar days, the State will notify the Contractor regarding acceptability of inspected work. The Contractor will have 5 calendar days from the time of notification to correct unsatisfactory work.

Inspections will be made on a series of 1/50th acre plots (16.65 foot radius) located randomly across each work unit.

The following information will be recorded for each plot inspected:

1. Total number of trees remaining on plot.
2. Number of unacceptable cuttings, either missed entirely, severed but with live limbs, leave trees damaged from operations, or stumps greater than specifications.
3. Excess quantity of chips exceeding 3-inch diameter or 3-feet in length.

DETERMINATION OF WORK QUALITY PERCENTAGE:

Work quality percentages are derived from data developed from inspection plots. The final work quality percentage times the bid price determines the pay. A work quality percentage of 90 percent or higher will result in full payment. If high stumps or uncut surplus trees are the primary reason for unsatisfactory work, the Contractor shall rework areas designated by IDL until satisfactory work quality is obtained.

Example: Number of trees left in plot = 40
 Number of unacceptable leave trees = 8 trees
 8 divided by 40 X 100 = 20%
 2 leave trees damaged = 2%
 100% minus 22% = 78%
 78% X bid price for job = Pay Rate

Satisfactory Work Quality: A minimum work quality standard of 90 percent is required.

Unsatisfactory Work Quality: Based on inspection results, if the work quality percentage falls below 90 percent, the IDL COR will immediately notify the Contractor in writing and instruct the Contractor to improve the quality of the work. If the quality of the work is not raised to an acceptable level within two consecutive workdays after written notification, the IDL COR may issue a stop work order.

CONTRACT ADMINISTRATION:

IDL and Forest Service will each have a Contracting Officer Representative (COR) available for this project. The COR will administer the contract as required in all specifications. Disputes between the IDL and FS COR will be resolved by the IDL Contracting Officer, Drew Evans (aevans@idl.idaho.gov).

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

- Resolve disputes between the FS, COR, and the Contractor.
- Decide questions of fact arising regarding quality and acceptability of equipment to be used, materials furnished, and all work performed.
- Process invoices for payment.

The Forest Service COR for this contract will be (info provided in final contract).

290–The COR has the following authority in addition to that delegated in other portions of the contract:

291–Decide questions of fact in regards to quality and acceptability of work performed.

292–Make recommendations to IDL for invoice payment.

COR's have the option to select a Project Inspector to perform field inspections and make recommendations on quality of work to the COR. If an Inspector is chosen for this project, their information will be provided to the Contractor.

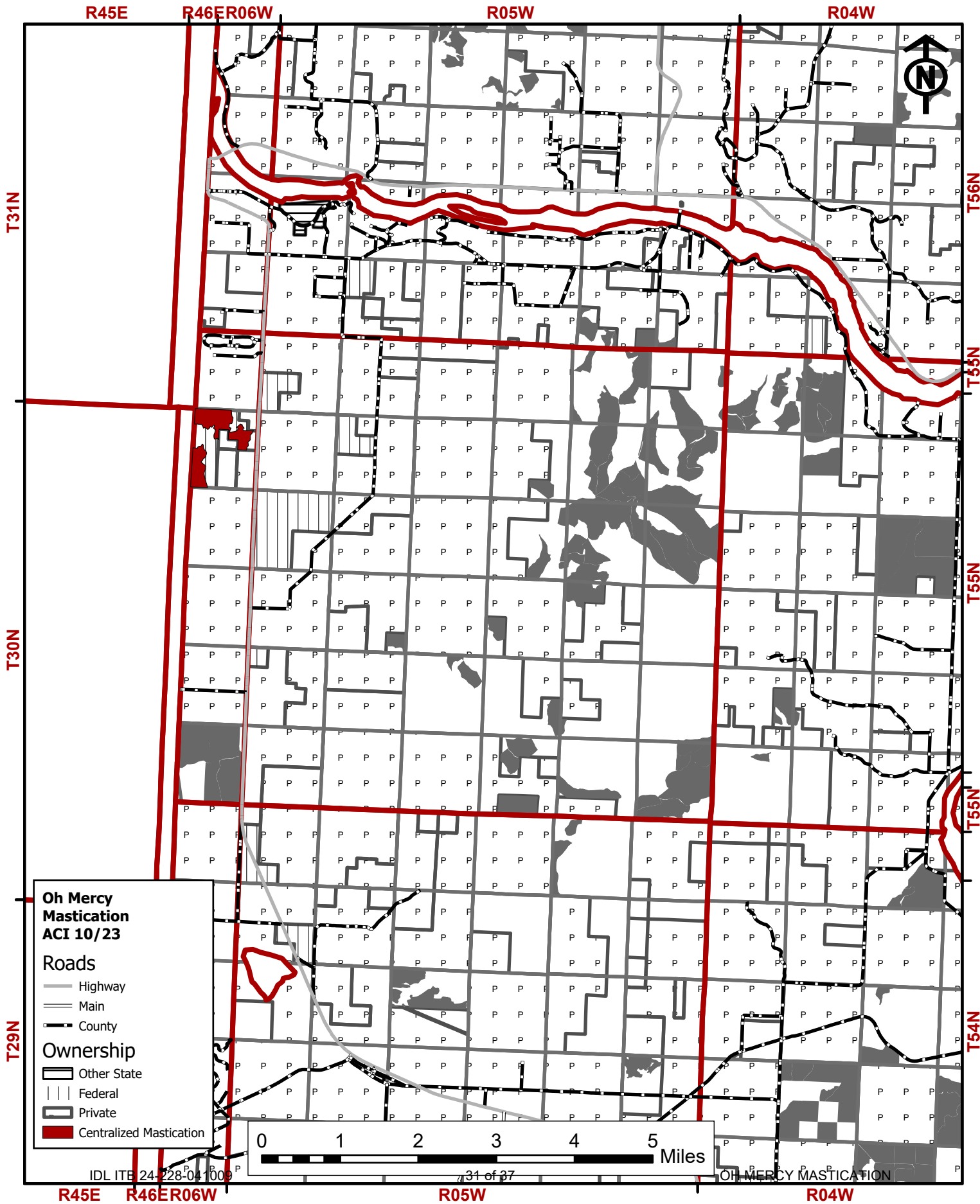
CONTRACT PAYMENT:

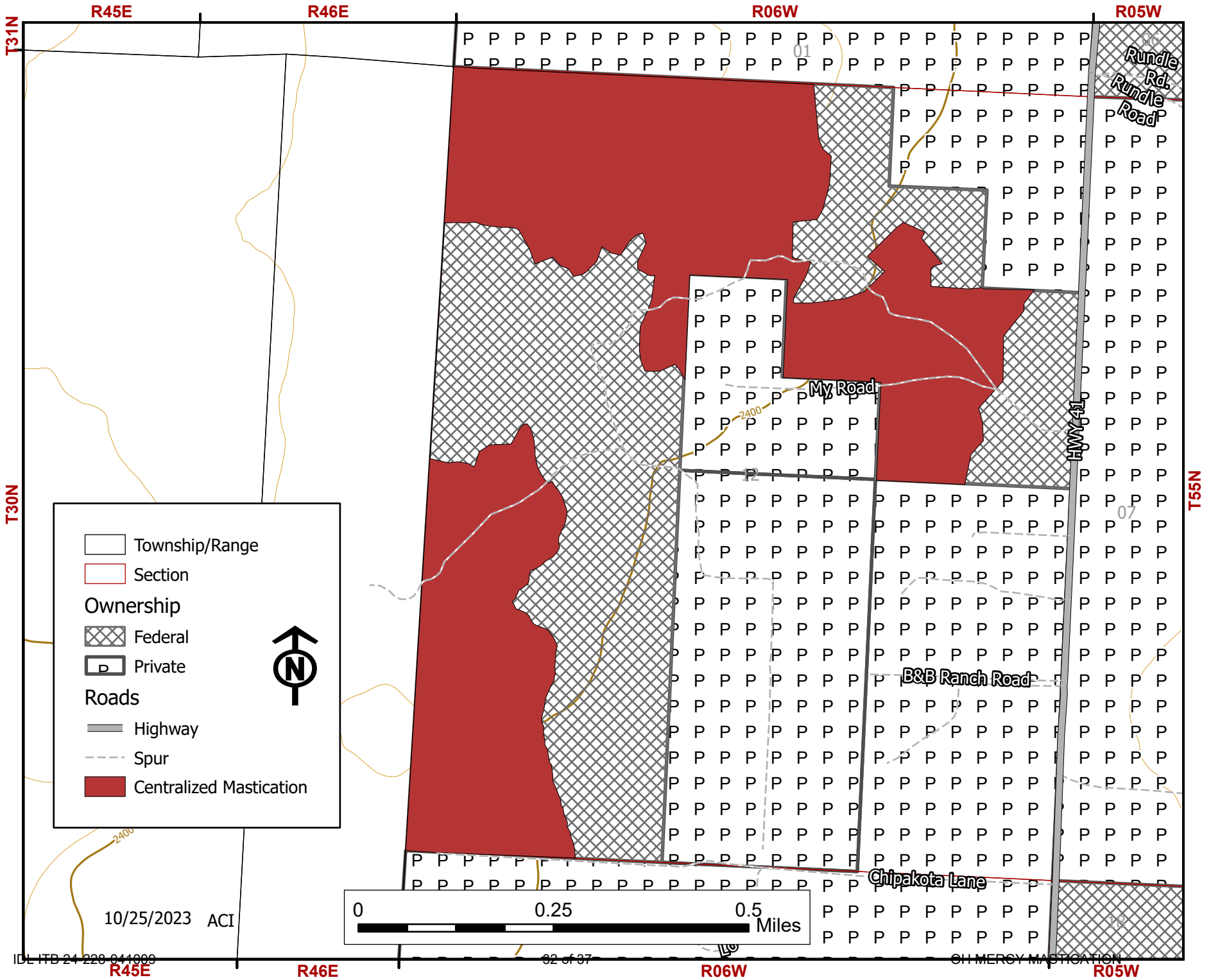
Invoices must be sent to GNAInvoice@idl.idaho.gov. Invoices that are not sent to this address may be delayed in processing and payment. Invoices must include the Contract Number and a unique invoice number to prevent delays in processing.

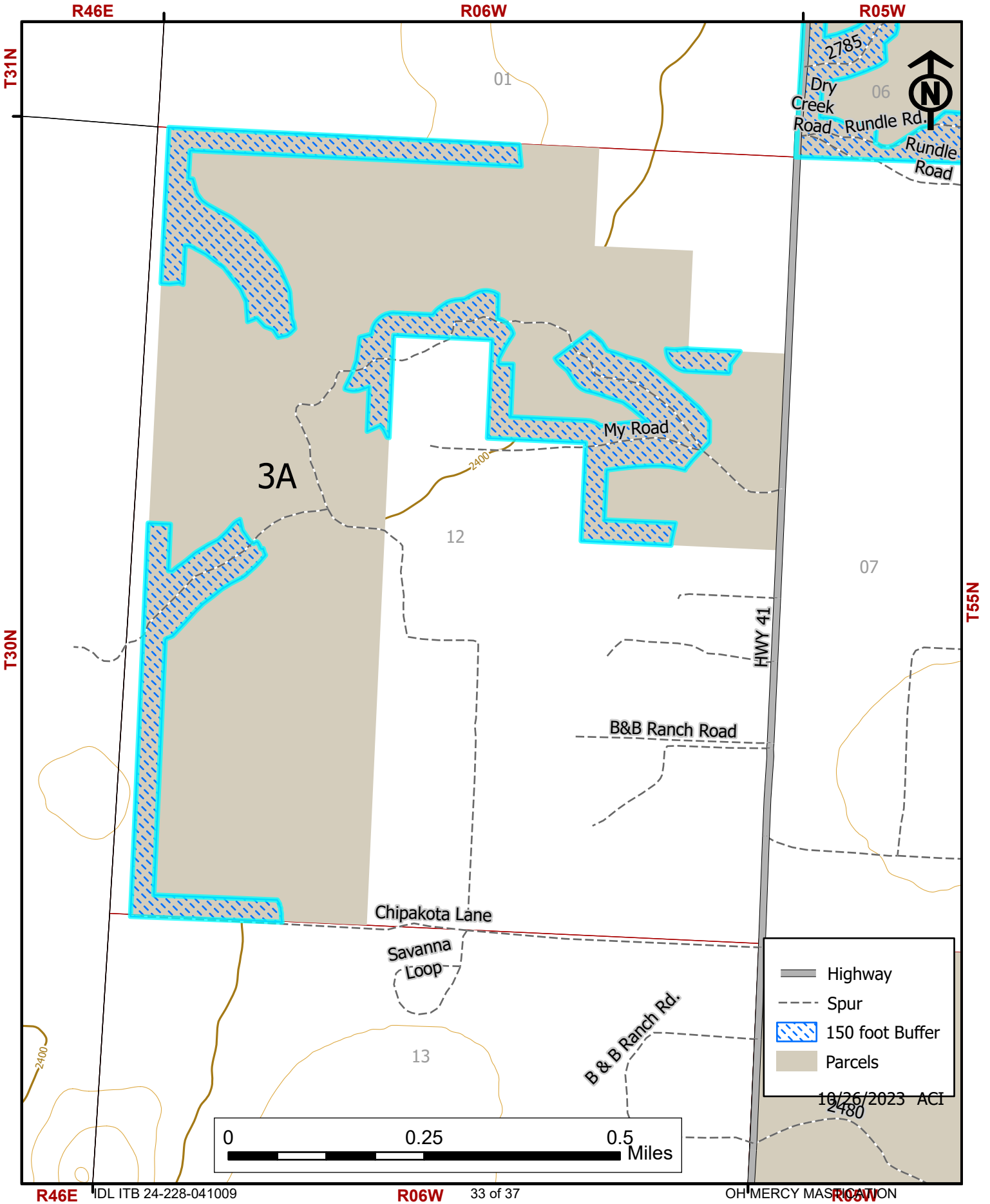
Payment will be made to the Contractor upon satisfactory completion of all fieldwork at the rates set forth in Schedule A. Invoices must be itemized per the attached Schedule A; payment will be made after receipt of the contractor's itemized invoice for satisfactorily completed work. Invoices shall be submitted no more than monthly and will include a description of services completed during the period being invoiced.

INFORMATION:

Contact information will be provided in final contract.







OH MERCY MASTICATION
ITB 24-228-041009
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."

ITB 24-228-041009
OH MERCY MASTICATION

Bidder Questions

	Solicitation Section	Page #	Question	Response
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United States Department of Agriculture

AD-1048

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two Before Completing Certification)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.