

**STATE OF IDAHO**  
**DEPARTMENT OF LANDS**



**ROADSIDE SPRAY**  
**REQUEST FOR QUOTE NO. 24-207**  
**DUE BEFORE 3:00:00 PM PT ON MARCH 21, 2024**

**STATE OF IDAHO  
DEPARTMENT OF LANDS  
REQUEST FOR QUOTE 24-207**

**ROADSIDE SPRAY**

**RESPONSES DUE BEFORE 3:00:00 PM PT ON MARCH 21, 2024**

The purpose of this Request for Quote (RFQ) package is to solicit quotes for the efficient completion of the ROADSIDE SPRAY work outlined in the attached project descriptions and contract documents.

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

**QUESTIONS:** Questions pertaining to RFQ specifications must be submitted in writing via email to **Sherry Leason** at [sleason@idl.idaho.gov](mailto:sleason@idl.idaho.gov). The deadline for receiving questions is 5:00 P.M., PT, March 14, 2024. Only questions answered by written amendment are binding. Oral interpretations have no legal effect. Unofficial communication streams are not binding and at your own risk. Responses to questions received will be posted as an addendum on the IDL website at [www.idl.idaho.gov](http://www.idl.idaho.gov). Verbal questions will not be accepted.

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

**RFQ DEADLINE AND DELIVERY REQUIREMENTS:** Quotes must be received by the Idaho Department of Lands at either the physical address or email address listed below **before 3:00:00 PM PT ON MARCH 21, 2024**. The Department of Lands is not responsible for lost or undelivered quotes or for failure of the United States Postal Service or any courier service to deliver quotes to the Idaho Department of Lands by the RFQ deadline. The Idaho Department of Lands assumes no responsibility for failure of any electronic submission process, including any computer or other equipment to deliver all or a portion of the Quote at the time, or to the location, required by the Solicitation. The date and time of electronically received Quotes, to the Idaho Department of Lands email address listed below, will be used to determine if electronically submitted Quotes were received by the due date and time specified. **Late quotes will not be accepted. Fax quotes will not be accepted.**

Delivery Address:  
Idaho Department of Lands  
ATTN: Sherry Leason, Senior Buyer  
3284 W. Industrial Loop  
Coeur d'Alene, ID 83815  
**OR**  
[sleason@idl.idaho.gov](mailto:sleason@idl.idaho.gov)

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

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

Sealed Quote For: RFQ 24-207 – ROADSIDE SPRAY Responses due Before: <b>3:00:00 PM PT ON MARCH 21, 2024</b>
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## **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 QUOTES AND CANCELLATION OF QUOTE SOLICITATION**

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



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

### **AWARD PROCEDURES**

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

IDL will email all respondents of its intent to award a contract(s) and the party(ies) to whom the contract(s) will be awarded and will then email a contract award to the successful respondent(s).

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 A  
CONTRACT NO. 24-207  
FOREST ROADSIDE SPRAY**

SUPERVISORY AREA	PROJECT NAME AND NUMBER	ITEM TYPE	QUANTITY OF ITEMS	UNIT OF MEASURE	PRICE / UNIT OF MEASURE	AMOUNT EXTENDED
Priest Lake	PL Roadside Spray 24 10-0724-228-24	Broadcast Application	109.69	Miles	\$ -	\$ -
*State provided herbicides and adjuvants					<b>TOTAL:</b>	\$ -
Pend Oreille Lake	POL 2024 Roadside Spray 20-0987-228-23	Broadcast Application	148.3	Miles	\$ -	\$ -
*State provided herbicides and adjuvants					<b>TOTAL:</b>	\$ -
Pend Oreille Lake	POL Noxious Weed Spray	Off Road Spot Treatment	125,976	Square ft.	\$ -	\$ -
	20-0988-228-23	Roadside Spot Treatment	6.8	Miles	\$ -	\$ -
*State provided herbicides and adjuvants					<b>TOTAL:</b>	\$ -
Mica	Mica Roadside Spray 22-0207-228-21	Broadcast Application	89.5	Miles	\$ -	\$ -
*State provided herbicides and adjuvants					<b>TOTAL:</b>	\$ -
Maggie Creek	Maggie Creek Roadside Spray 42-0294-228-21	Broadcast Application	129.6	Miles	\$ -	\$ -
*State provided herbicides and adjuvants					<b>TOTAL:</b>	\$ -

The road mile rate is for treating both sides of the road, the running surface where needed and vegetative turnouts.

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 will be correctly extended and the corrected TOTAL EXTENDED AMOUNT will be the basis for award.

Each area project will be evaluated separately. IDL reserves the right to award multiple contracts.

**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. The Contractor understands and agrees that these are reasonable estimates only as determined by a GIS measurement 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		Contractor's Email	
Contractor's Name		Contractor's Phone	
Mailing Address		Taxpayer ID #	
		Idaho State Professional Applicator License Number	
Contractor Signature		Signed by	
Title		Please Print or Type Name	

**STATE OF IDAHO**  
**DEPARTMENT OF LANDS**



**ROADSIDE SPRAY**  
**CONTRACT NO. TBD**  
**CONTRACTOR TBD**

STATE OF IDAHO  
DEPARTMENT OF LANDS

ROADSIDE SPRAY  
CONTRACT NO. TBD

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**STATE OF IDAHO  
DEPARTMENT OF LANDS**

**ROADSIDE SPRAY  
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**

### **ROADSIDE SPRAY**

#### **1. TREATMENT TYPE**

In coordination with weed control funds, this project will spray roads for brush and noxious weed control. Spraying will minimize the spread of noxious weed seed and help maintain road access for forest management through brush control.

#### **2. CONTRACT ADMINISTRATION**

The COR will administer the contract as required in all specifications. The COR will acquaint the Contractor with the specific project and conduct periodic field inspections.

Disputes between the COR and the Contractor will be resolved by the State. The Contracting Officer and the COR have the following authority in addition to that delegated in other portions of the contract:

- 1) Decide questions of fact arising in regard to quality and acceptability of equipment to be used, materials furnished, and all work performed.
- 2) Make recommendations for payment.
- 3) Suspend spraying on the site.

#### **3. PERFORMANCE OF THE CONTRACTOR**

- a. The Contractor and the COR will meet in a pre-work conference to develop a mutually agreeable tentative schedule of herbicide application. Other, topics for discussion will include, but will not be limited to, contract terms, procedures used in marking the areas; handling, mixing, storing, and application of the herbicide; equipment capabilities; work site location; safety, etc. Participation at this meeting is required for the Contractor and COR.
- b. **QUALIFIED SUPERVISORS.** Contractor's experienced, qualified supervisors are essential to satisfactory performance of the work under the Contract. Agency may consider lack of competent and capable supervision as grounds to terminate the Contract. An experienced, qualified supervisor must have a minimum of two (2) years of experience doing the type of work requested in this proposal and one (1) year experience supervising crews doing forest management activities. The Agency reserves the right to determine supervisory competence. Supervisors must be able to communicate fluently in English and in any language that crewmembers use to communicate.
- c. The Contractor agrees to start herbicide application upon receipt of "Notice to Spray" at least three (3) days advance notice from the State based upon the mutually agreed schedule, unless otherwise directed by the COR.
- d. The Contractor shall begin work in areas specified by the COR. Such areas will be defined at the pre-work conference. Units must be satisfactorily completed before work on other units may start, unless otherwise directed by the COR.

- e. 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 IDL the right to cancel the contract. Such cancellation shall not affect any rights of the State for recovery of damages from any payment for services due Contractor or from the bond hereinbefore provided for in any action at law or in equity.
- f. All roads described in the project description will have 100% of the application area treated with chemicals listed in the project descriptions to the following standards; 15 feet up the cut slope from the cut slope edge, 15 feet down the fill slope from the fill slope edge, any vegetation on the road surface itself, and all turnouts and landings, as described in the project description, or as directed by the COR.

#### 4. ITEMS TO BE FURNISHED BY THE CONTRACTOR

- a. The Contractor shall furnish all labor, equipment, supervision, transportation, materials and incidentals necessary to satisfactorily complete this contract including all safety equipment required by current laws and regulations. All personnel will be properly licensed for transporting, mixing and applying herbicides.
- b. The contractor shall be responsible for insuring that the proper rate per acre of herbicide is applied uniformly throughout the entire project area(s). The contractor will be required to maintain Daily Spray Logs and Project Batch Mixing Logs. Copies of these logs will be submitted as backup documentation for all invoices submitted to the State for payment. All Spray and Batch Mixing Logs must meet all Idaho Department of Agriculture requirements for herbicide application documentation.

#### 5. ITEMS TO BE FURNISHED BY THE STATE:

- a. The COR is to acquaint the Contractor with each unit to be worked and to conduct periodic field inspections.
- b. Before or at time of the pre-work meeting, copies of State Administrative map(s), project maps of the contract area, GIS shapefile for each unit, and one copy of aerial photograph(s) shall be provided. If requested, these items will be returned once the contract work has been completed. Project maps will show approximate locations of live water. Actual live water locations will be provided via shapefiles.
- c. Other items as per the project description(s).

#### 6. LOCATION AND ACREAGE DETERMINATION

- a. The unit boundaries, stream protection zones, and other features have been delineated in an ESRI ArcView Shape file that will be available to the contractor. Other unit designation features are noted in the Project Description(s). All acreage is net horizontal as determined by GIS.
- b. Road miles and acres sprayed will be determined by a method approved by the State. The State may use a GPS to determine acres sprayed, vehicle odometer or other approved methods may be used to determine miles. Any disputes on project mile(s) by the Contractor must be submitted to the State in writing during the contract period. The State will traverse the unit(s) for the Contractor for the project(s) in question. If the traverse is within 105 percent of the contract mileage, the Contractor will pay for the cost of the traverse. If the traverse mileage exceeds

105 percent of the contract mileage, the Contractor will be paid on the basis of the traverse mileage, and there will be no charge for the traverse.

## 7. BUFFER ZONES & CONTROL AREAS

No herbicide, except for pesticides approved for aquatic use and applied according to labeled directions, will be applied to live (flowing) streams or open waters. Such streams and water bodies within or adjacent to project areas will be defined on project maps, and a 25-foot buffer zone will be left untreated on each side of the live stream or open body of water.

## 8. HERBICIDE SPECIFICATIONS

- a. Herbicides to be used and rate of application are specified in the attached project description(s).
- b. The Contractor shall apply the chemicals in a manner and at a rate consistent with label directions.
- c. The Contractor shall be responsible for transportation and disposal of all chemicals including disposal of empty containers. Empty containers shall be triple rinsed with water as required by Federal and Idaho State herbicide laws. The Contractor shall remove empty, rinsed herbicide containers from the operation site and dispose of them in accordance with existing laws and regulations.

## 9. SPRAY APPLICATION

- a. Climatic requirements:

The spray material will be applied under weather conditions that will protect non-target forest resources and comply with the product label requirements and the Idaho Forest Practices Act. Permission to commence or suspend operations with respect to this item will rest with COR and that decision will be final.

(1) Dispersal pattern – Spray material shall be applied at the amount per mile specified within the Project Description(s), attached to this Contract, as uniformly as conditions permit.

(2) Complete flushing and cleaning of the spray equipment as required by Federal and Idaho State herbicide laws will be required before commencing from one spray area to the next.

(3) The COR shall inspect and approve all support equipment to be used for compliance with contract requirements.

## 10. CHEMICAL SPILLAGE

The Contractor will be responsible for keeping chemical spillage immediately cleaned up and disposed of by Federal and Idaho State herbicide laws during and after completion of each project. This includes, but is not limited to, spillage associated with chemical transportation, loading operations, and jettisoned payloads. Transferring of herbicide from containers to mix tank and from mix tank to spray tank will be done in a manner so as to eliminate spills and leaks. All spills, large or small, will be cleaned up.

- a. The Contractor shall notify the COR of any spilled chemical and take immediate action to contain, neutralize, or isolate spilled chemicals as directed by the COR.

All spillage must be cleaned up to satisfaction of the IDL.

- b. The COR or Contractor shall notify the Contracting Officer of any spilled chemical.
- c. The IDL may take whatever action is deemed necessary to contain, neutralize, or isolate any spillage. The IDL will have the latitude of either billing the Contractor directly for the costs incurred in abating the spillage, deducting costs from the contract payment, or deducting the costs from the Contractor's performance bond.

#### 11. INSPECTIONS

Inspection reports will be furnished to the Contractor by the COR so that any deficiencies may be corrected immediately as contract work progresses.

## PROJECT DESCRIPTION

### Forest Roadside Spray

**SUPERVISORY AREA:** Priest Lake

**PROJECT NAME:** PL Roadside Spray 24

**PROJECT NUMBER:** 10-0724-228-24

**PROJECT ACRES / MILES:** Approximately 109.71 miles

**PROJECT LOCATION:**

The project area includes roads on the Priest Lake Supervisory Area road system.

#### ACCESS:

Access is over main and secondary roads, and native surface spur roads that will be free of wind thrown timber. Gate keys will be provided to the contractor at the pre-work meeting.

#### ROAD DESCRIPTION:

See the attached map for legal descriptions and road junctions. Roads are in the following drainages: Chicopee Creek, Devils Creek, Jungle Creek, Lost Creek, Keokee Creek, Race Creek, Tarlac Creek, Uleda Creek, Waters Creek, Middle Fork of the East River, and the North Fork of the East River.

Road Name	Miles	Road Name	Miles
2	12.90	1013	1.62
10	16.97	1020	2.53
11	12.86	1024	3.48
14	8.29	1025	1.70
100	4.51	1411	1.10
102	4.36	1412	2.83
104	9.40	1431	2.36
105	2.85	10121	0.90
108	4.06	10122	0.87
141	4.91	101A	1.15
142	2.61	101B	1.09
143	0.87	1431D	1.15
1010	1.73	107B	0.95
1012	1.64	<b>Total</b>	109.69

## TECHNICAL SPECIFICATIONS:

This project consists of Contractor furnished labor and equipment (fully operated and maintained). Herbicides and surfactants will be provided by the State. Roadsides will be sprayed with a mixture of the following herbicides at the listed application rates in a minimum of ten (10) gallons per acre water solution (assume 3.6 acres/road mile):

<u>Herbicide</u>	<u>Rate / Acre</u>
Opensight	3.0 ounces
Hi Dep (or equivalent)	1.0 quart
Nonionic Surfactant	3.2 ounces

The Contractor will be required to post warning signs at all road junctions as spraying progresses. Signs will be provided by the State. The State will remove the signs after the project is completed.

## PERIOD OF PERFORMANCE:

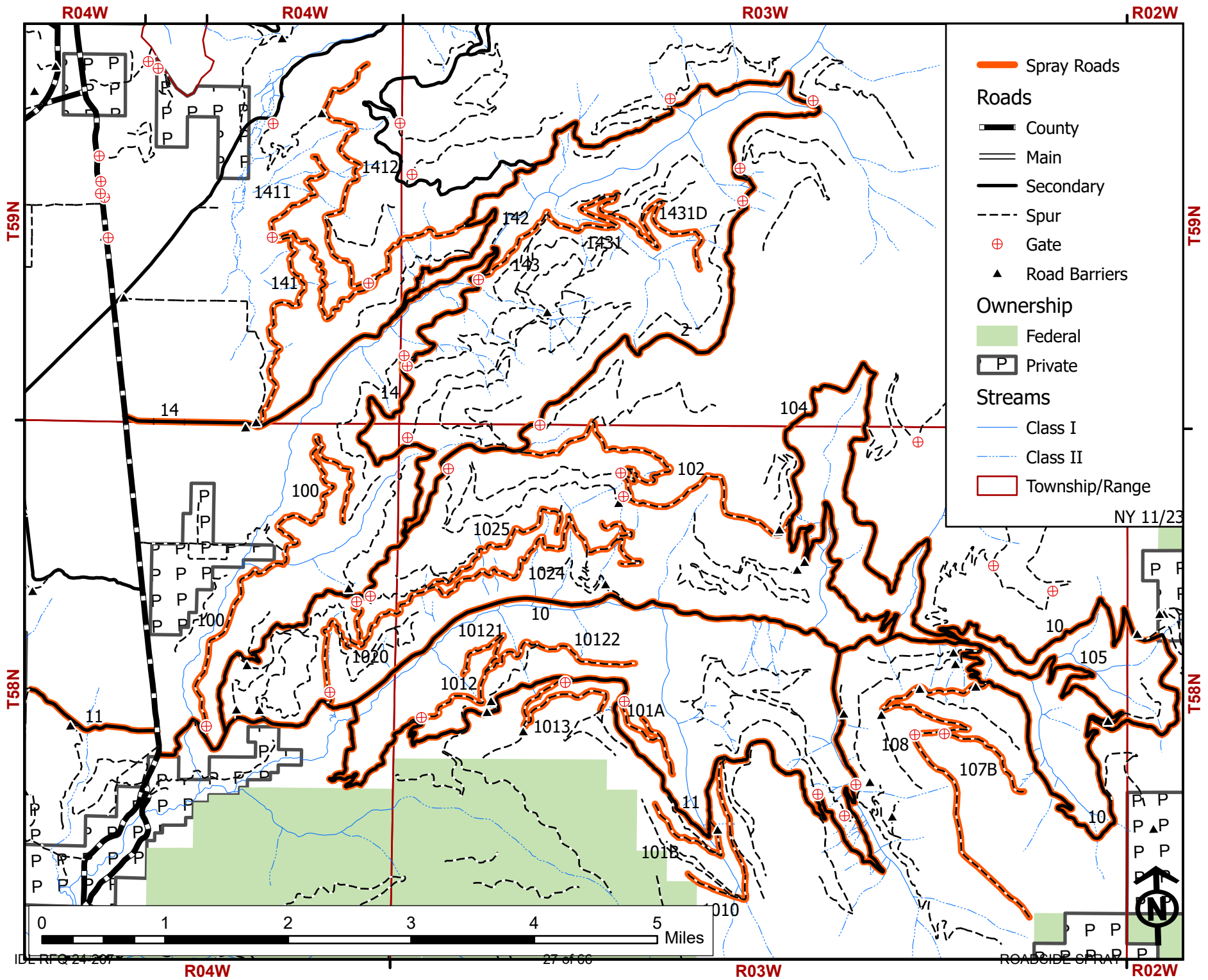
Contract work may commence after the contractor has received a signed copy of the contract and has had a pre-work conference with the contracting officer representative (COR). Spray operations must be completed by August 1, 2024. No spraying will be allowed over any national holidays or holiday weekends.

## CONTRACT PAYMENT:

Payment will be made at the rates set forth in Schedule A. Payment will not be made until after July 1, 2024

## INFORMATION:

Contact information will be provided in final contract.



## PROJECT DESCRIPTION

### FOREST ROADSIDE SPRAY

**SUPERVISORY AREA:** Pend Oreille Lake

**PROJECT NAME:** POL 2024 Roadside Spray

**PROJECT NUMBER:** 20-0987-228-23

**PROJECT MILES:** 148.3 miles

**PROJECT LOCATION:**

The project area is located throughout Bonner County (see the attached maps).

#### **ACCESS:**

Access will be by mainhaul, secondary, and spur roads that should be free of blowdown. All gate keys and/or combinations and maps will be given to the Contractor at the pre-work meeting. An all-terrain vehicle (ATV) or another kind of off road vehicle (ORV) may be needed on some roads.

#### **ROAD DESCRIPTION:**

The following table lists the project roads and approximate treatment miles. See attached maps for detailed road systems and legal descriptions.

<b>Applicaton Area</b>	<b>MAINHAUL ROADS*</b>		<b>SECONDARY/ SPUR ROADS</b>		<b>ATV/ORV ACCESS ***</b>	
Bodie Canyon	3.5	miles	19.5	miles	4.4	miles
Big Creek	40.3	miles	45.3	miles	35.3	miles
<b>TOTALS: **</b>	<b>43.8</b>	<b>miles</b>	<b>64.8</b>	<b>miles</b>	<b>39.7</b>	<b>miles</b>

\* Mainhaul Roads have a 16-foot or greater running surface and will require two passes with a spray truck to ensure each side of the road is treated adequately.

\*\* Mileage rounded to the nearest tenth of a mile. GIS was used to calculate miles. For solicitation purposes 148.3 miles will be sprayed.

\*\*\* The majority of the ATV/ORV access miles can be accomplished with a UTV size vehicle. Information on which roads are in the ATV and which are in the UTV categories is available on request. Categories are estimates made at the time of project development. Contractors should make their own estimations of which roads are drivable with their specific equipment.



## TECHNICAL SPECIFICATIONS:

The majority of the roads within the project area are suitable for spraying with a spray truck, however, an ATV or ORV may be necessary to spray a few roads. These roads are narrow and/or may lack a turnaround for a full-size vehicle. Roads requiring ORV access are designated on the attached maps. On roads labeled ORV, the treatment area will consist of road surfaces, turnouts and landings as well as 8 feet up the cut slope and 8 feet down the fill slope.

The State shall provide all herbicide and auxiliary chemicals required to complete the contract. Herbicides will be stored at the Pend Oreille Lake Supervisory Area office in Sandpoint, ID. Entrances to roads will be posted at time of application with signs and materials provided by the State.

The project area will be sprayed with a mixture of the following herbicides at the listed application rates in a minimum of ten (10) gallons per acre water solution:

Product	% Active Ingredient	Rate/Acre				
Aminopyralid	40.60%	6 oz/ac				
Metsulfuron methyl	60%	1.5 oz/ac				
Nonionic surfactant (Rainier-EA)	98%	4 oz/ac				
Alkalinity Agent (Climb)	46.31%	2 oz/gal of slurry or max of 16 oz/tank				
Drift Management Agent (Crosshair)	100%	4 oz/ac				

Herbicides and adjuvants shall be mixed as per the label attached to herbicide containers used for the application. Chemical brand name may change depending on the State Herbicide Purchasing Contract and available supply.

Chemicals will be applied within the following weather conditions as determined by the Forester-In-Charge (FIC).

- Maximum air temperature – 85 degrees Fahrenheit
- Maximum wind speed – 7 miles per hour

The contractor shall use a GPS-capable device to navigate the contract area and to record GPS tracks of work accomplished with map data provided by the State. These GPS tracks will be submitted to the State for confirmation of roads sprayed.

If any portion of a contracted spray road is deemed undriveable or hazardous to machinery, the FIC will be notified as soon as possible, and such portion may be eliminated from the contract at the FIC's discretion and payment for miles not sprayed subtracted from contract payment.

## PERIOD OF PERFORMANCE:

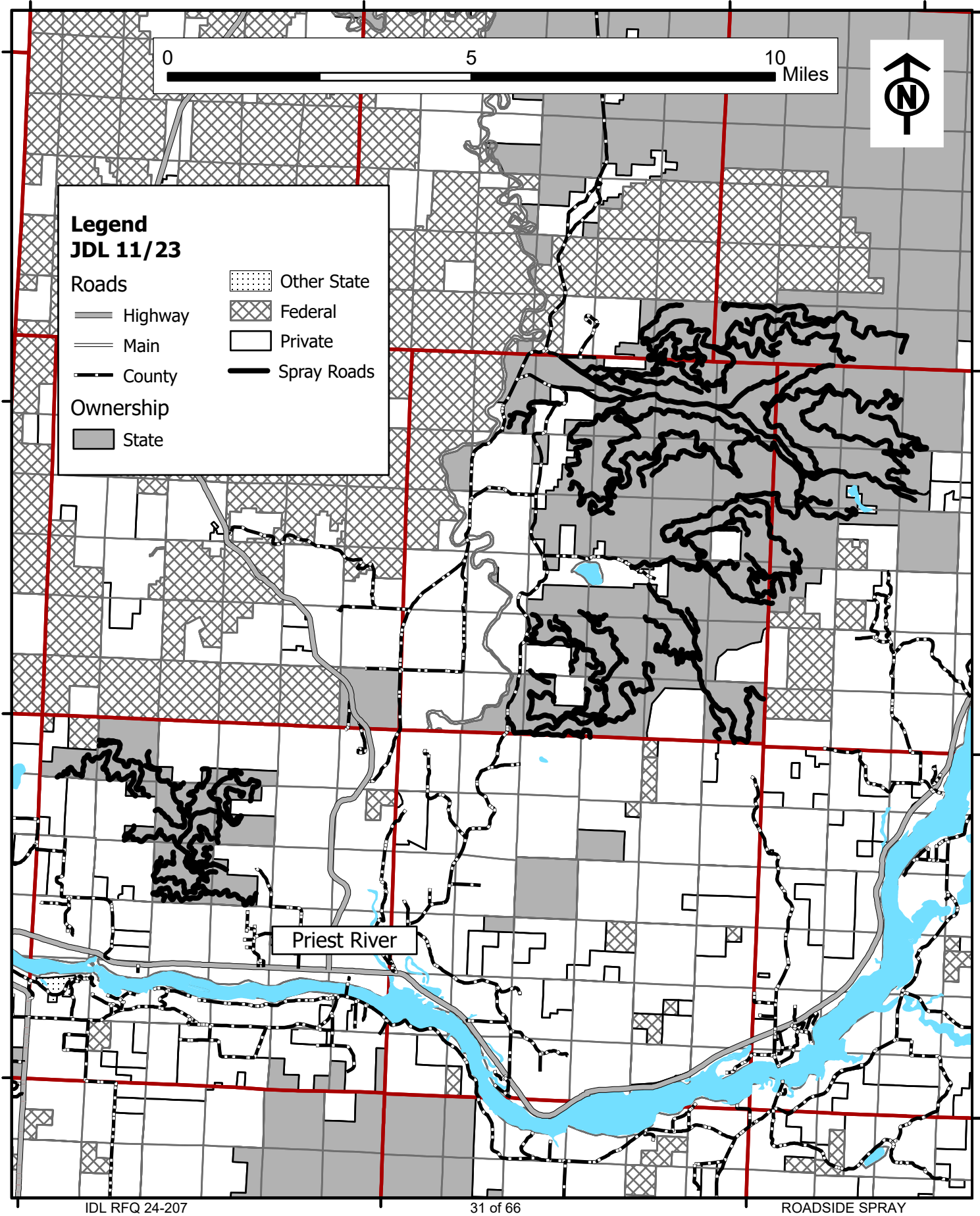
Contract work may commence after the contractor has received a signed copy of the contract and has had a pre-work conference with the FIC. Contract work shall be completed by July 31<sup>st</sup>, or as approved by the FIC. No spraying will be allowed over any national holidays or holiday weekends without prior written approval.

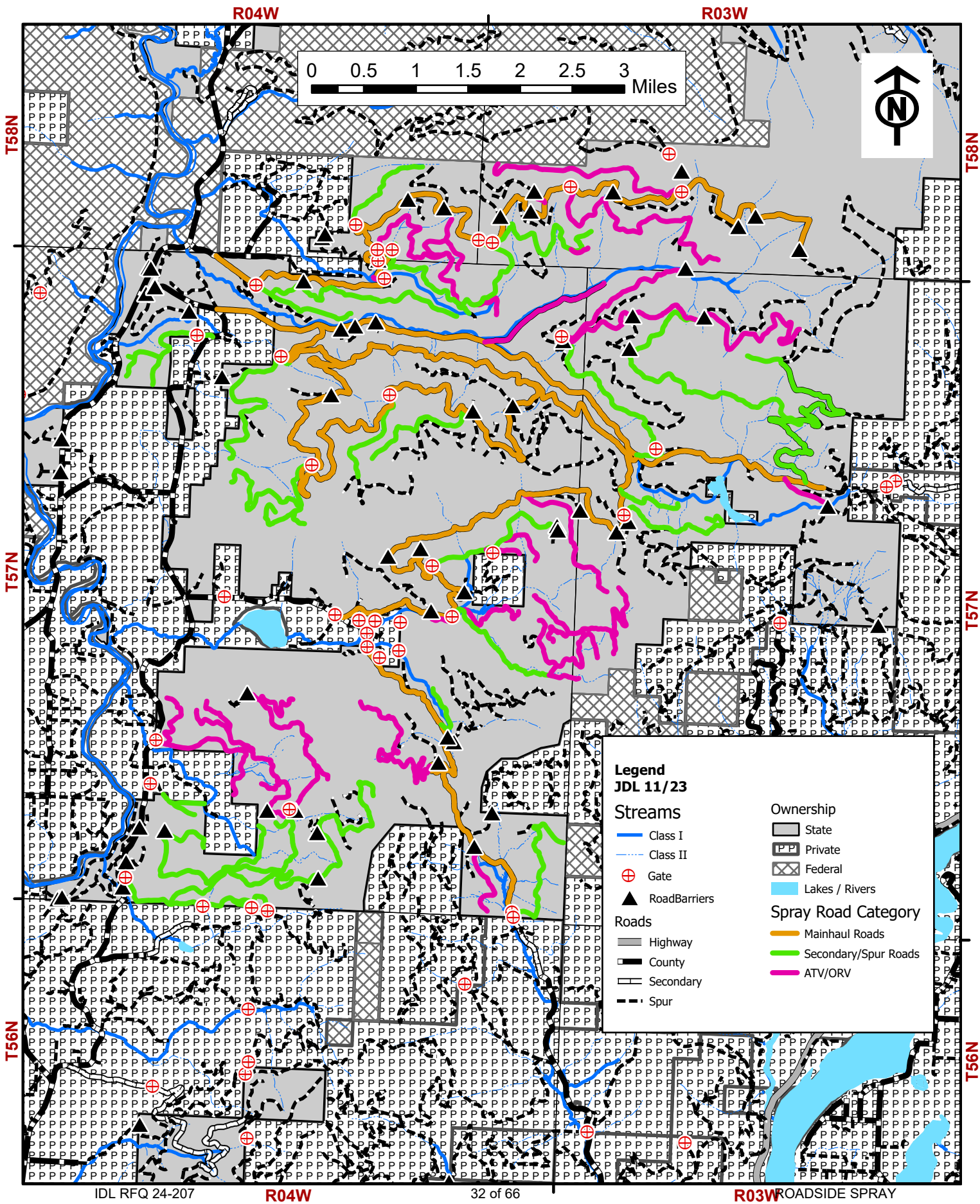
**CONTRACT PAYMENT:**

No payment will be processed prior to July 1 unless approved by the FIC. The FIC may recommend partial payment for work completed if deemed in the best interest of both parties.

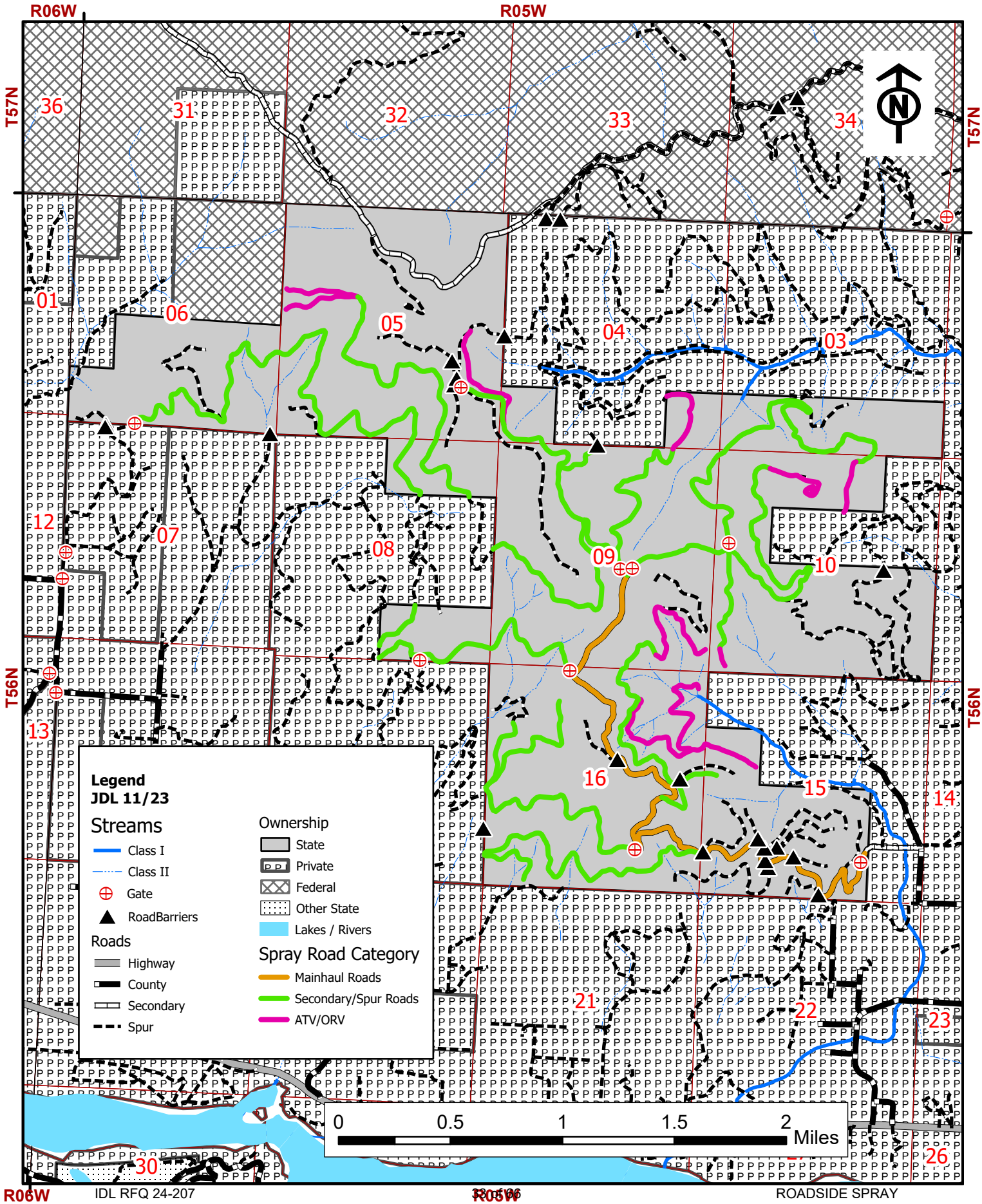
**FURTHER INFORMATION:**

The State of Idaho reserves the right to remove any portion of the project area by contacting the Contactor in writing prior to the commencing work on that segment of road. Further contact information will be available in final contract.









## PROJECT DESCRIPTION

### FOREST ROADSIDE SPRAY

**SUPERVISORY AREA:** Pend Oreille Lake

**PROJECT NAME:** POL Noxious Weed Spray

**PROJECT NUMBER:** 20-0988-228-23

**PROJECT AREA:** 125,976 square feet

**PROJECT MILES:** 6.8 miles

**PROJECT LOCATION:**

The project area is located throughout Bonner and Boundary Counties (see the attached maps).

#### ACCESS:

Access will be by mainhaul, secondary, and spur roads. All gate keys and/or combinations and maps will be given to the Contractor at the pre-work meeting. An all-terrain vehicle (ATV) or another kind of off-road vehicle (ORV) may be needed on some roads.

#### TREATMENT AREAS:

The following table lists the already identified treatment areas for the project, an estimate of the amount of area to be treated, and the weed being targeted. See attached maps for detailed navigation.

Applicaton Area	Treatment Units		Weed Being Targeted
Bandy	105,600	square feet	scotch thistle
Deep Creek	20,376	square feet	knotweed sp.
South 2550	6.8	miles	dalmatian toadflax

Additional treatment areas may be added to the spray project if identified by the IDL and agreed to by the contractor. This will be done by a request for service in an inspection report.

#### TECHNICAL SPECIFICATIONS:

The purpose of this project is to treat any statewide prohibited genera, statewide early detection rapid response (EDRR) listed weeds, statewide control listed weeds, statewide containment listed weeds, and any other weed found on the Pend Oreille Lake Supervisory Area deemed necessary for treatment by the Forester-In-Charge (FIC).

Bandy Application Area – A recurring scotch thistle infestation requiring maintenance treatment. The area to be treated is a flat area near an adjacent landowner farm pasture. All weeds within the polygon shown on the map should be treated. Treatment should occur in the rosette stage and prior to blooming.

Deep Creek Application Area – Bohemian knotweed patches and several individual plants are along a stretch of Deep Creek running through IDL managed property. Some can be reached by a spray truck with several hundred feet of hose and others will need to be reached by backpack sprayer. Application needs to occur when the plant is flowering, between mid-August and mid-September, before the first frost or the plants shut down for winter. All weeds shown in the polygons on the map should be treated. Points on the map indicate individual plants. For payment purposes, individual plants of knotweed species shall be considered as 15 square feet.

South 2550 Application Area – Dalmatian toadflax is found scattered along this road. Spot treatment of these weeds along this road is needed. A broadcast roadside spray of the entire length of road shall not be used due to expense of the chemical to be used. Plants shall be spot sprayed as they are seen along the length of the road. Dalmatian toadflax shall be paid by length of road treated in miles. Treatment should occur in the spring to early summer.

The State shall provide all herbicide and auxiliary chemicals required to complete the contract. Herbicides will be stored at the Pend Oreille Lake Supervisory Area office in Sandpoint, ID. The areas being sprayed will be posted at time of application with signs and materials provided by the State.

Chemicals will be applied within the following weather conditions as determined by the FIC.

- a. Maximum air temperature – 85 degrees Fahrenheit
- b. Maximum wind speed – 10 miles per hour

The contractor shall use a GPS-capable device to navigate the contract area and to record GPS tracks and points of work accomplished with map data provided by the State. These GPS tracks and points will be submitted to the State for confirmation of area sprayed.

#### **PERIOD OF PERFORMANCE:**

Contract work may commence after the contractor has received a signed copy of the contract and has had a pre-work conference with the FIC. No spraying will be allowed over any national holidays or holiday weekends without prior written approval.

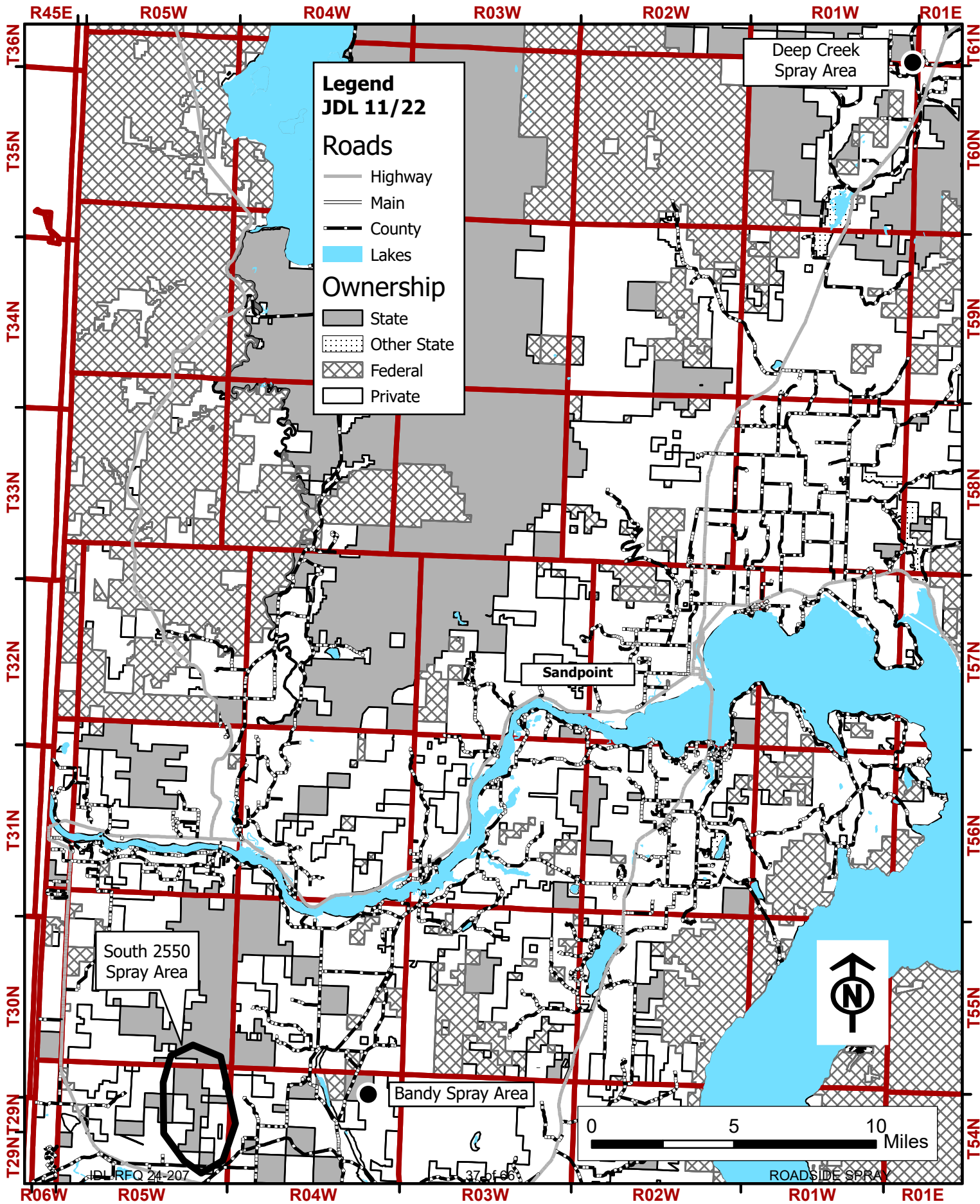
#### **CONTRACT PAYMENT:**

Payment will be made based on actual areas and miles treated. No payment will be processed prior to July 1 unless approved by the FIC. The FIC may recommend partial payment for work completed if deemed in the best interest of both parties.

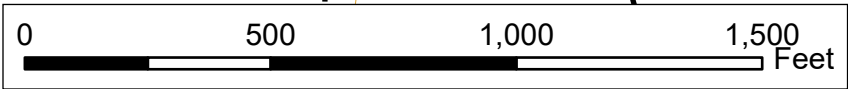
**FURTHER INFORMATION:**

The State of Idaho reserves the right to remove any portion of the project area by contacting the Contactor in writing prior to the commencing work on that segment of road. Further contact information will be available final contract.







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
**Legend**  
**JDL 11/23**


Weeds Polygon

Roads

Spur

Ownership

IDL

Private

T54N

T54N

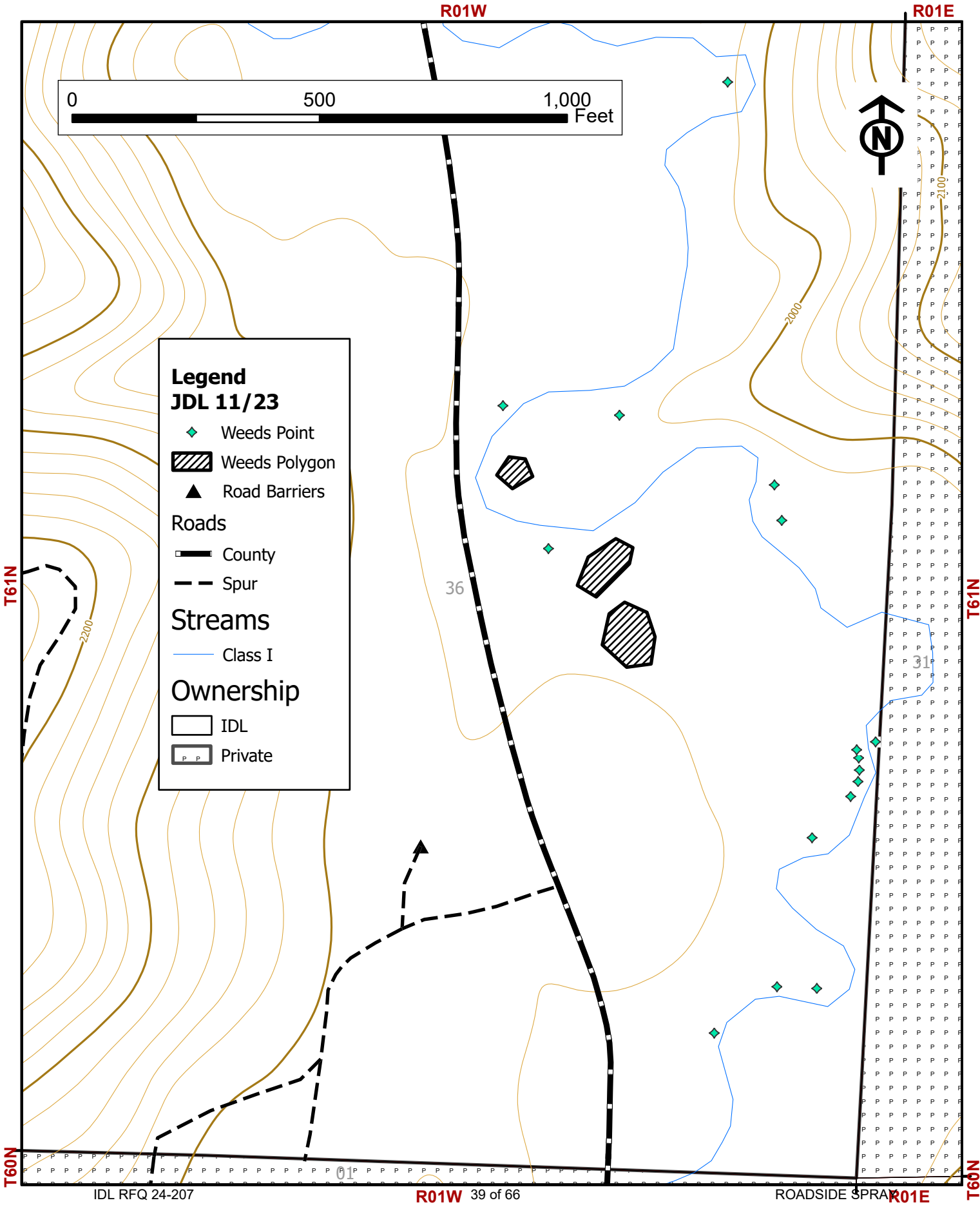
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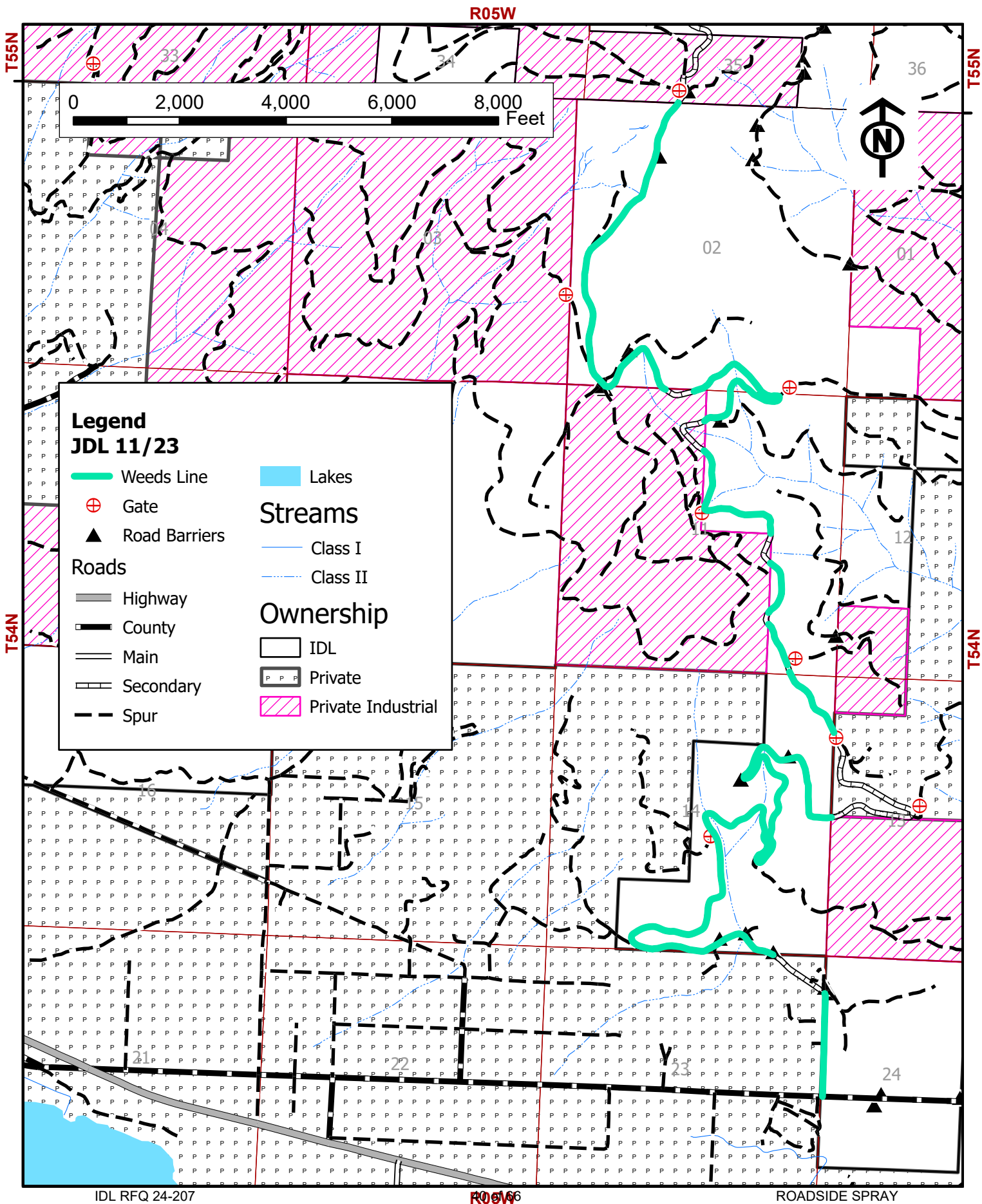
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## PROJECT DESCRIPTION

### FOREST ROADSIDE SPRAY

**SUPERVISORY AREA:** Mica

**PROJECT NAME:** Mica Roadside Spray 2024

**PROJECT NUMBER:** 22-0207-228-21

**PROJECT MILES:** Approximately 89.5 Miles

#### PROJECT LOCATION:

The project area includes roads located on the Mica Fire Protection District within Kootenai County (see attached maps).

#### ACCESS:

Access will be by mainhaul, secondary, and spur roads that should be free of blowdown. Additional working maps, access information, gate keys and/or combination codes will be given to the Contractor at the pre-work meeting.

#### ROAD DESCRIPTION:

The following table lists the project roads and approximate treatment miles. See attached maps for detailed road systems and legal descriptions.

	UNIT	MAINHAUL ROADS*		TRUCK ACCESS		ORV ACCESS	
<b>Map 1:</b>	Brickel Creek	1.8	miles	21.3	miles		miles
<b>Map 2:</b>	Stateline		miles	11.1	miles		miles
<b>Map 3:</b>	Miller Creek	4	miles	13.4	miles		miles
<b>Map 4:</b>	Scenic Lodge	3	miles	2.5	miles	3.9	miles
<b>Map 5:</b>	Iditarod		miles	3.2	miles		miles
<b>Map 6:</b>	Sturgeon		miles		miles	2.4	miles
<b>Map 7:</b>	Hauser		miles	7.2	miles		miles
<b>Map 8:</b>	Chilco		miles	4.4	miles		miles
<b>Map 9:</b>	Wolf Lodge		miles	4.6	miles		miles
<b>Map 10:</b>	CDA Mountain		miles	3.5	miles		miles
<b>Map 11:</b>	Cougar Gulch		miles	3.2	miles		miles
	<b>TOTALS:</b>	<b>8.8</b>	<b>miles</b>	<b>74.4</b>	<b>miles</b>	<b>6.3</b>	<b>miles</b>

*Mileage rounded to the nearest tenth of a mile. GIS was used to calculate miles. For solicitation purposes, 89.5 miles will be sprayed.*

*\*Mainhaul Roads have a 16-foot or greater running surface and will require two passes with a spray truck to ensure each side of the road is treated adequately.*

## TECHNICAL SPECIFICATIONS:

The State shall provide all herbicide and auxiliary chemicals required to complete the contract. Herbicides will be stored at the Cataldo Area Office located in Kingston, ID.

The project area will be sprayed with a mixture of the following herbicides at the listed application rates in a minimum of ten (10) gallons per acre water solution:

<u>Herbicide</u>	<u>% Active Ingredient</u>	<u>Application Rate</u>
Opensight®	62.13%	2 ounces/acre
Metsulfuron Methyl	60%	1 ounce/acre
Non-Ionic Surfactant	100%	4 ounces/acre
2, 4-D	47.2%	4 pints/acre

Herbicides and surfactants shall be mixed as per the label attached to herbicide containers used for the application.

Chemicals will be applied within the following weather conditions as determined by the FIC.

- a. Maximum air temperature – 85 degrees Fahrenheit
- b. Maximum wind speed – 7 miles per hour

The Contractor will be required to post warning signs at all road junctions as spraying progresses. Signs will be provided by the State. The State will remove the signs after the project is completed.

The Contractor shall use a GPS-capable device to navigate the contract area with GPS data provided by the State and to mark waypoints at start and stop spray locations of work accomplished.

If any portion of a contracted spray road is deemed undriveable or hazardous to machinery, the FIC will be notified as soon as possible, and such portion may be eliminated from the contract at the FIC's discretion and payment for miles not sprayed subtracted from contract payment.

## PERIOD OF PERFORMANCE:

Contract work may commence once target weed species can be sprayed according to the label requirements. Additionally, contract work may only commence after the contractor has received a signed copy of the contract and has had a pre-work conference with the FIC. All work must be completed by July 31<sup>st</sup>, 2024, or as approved by the FIC. No spraying will be allowed over any national holidays or holiday weekends without prior written approval.

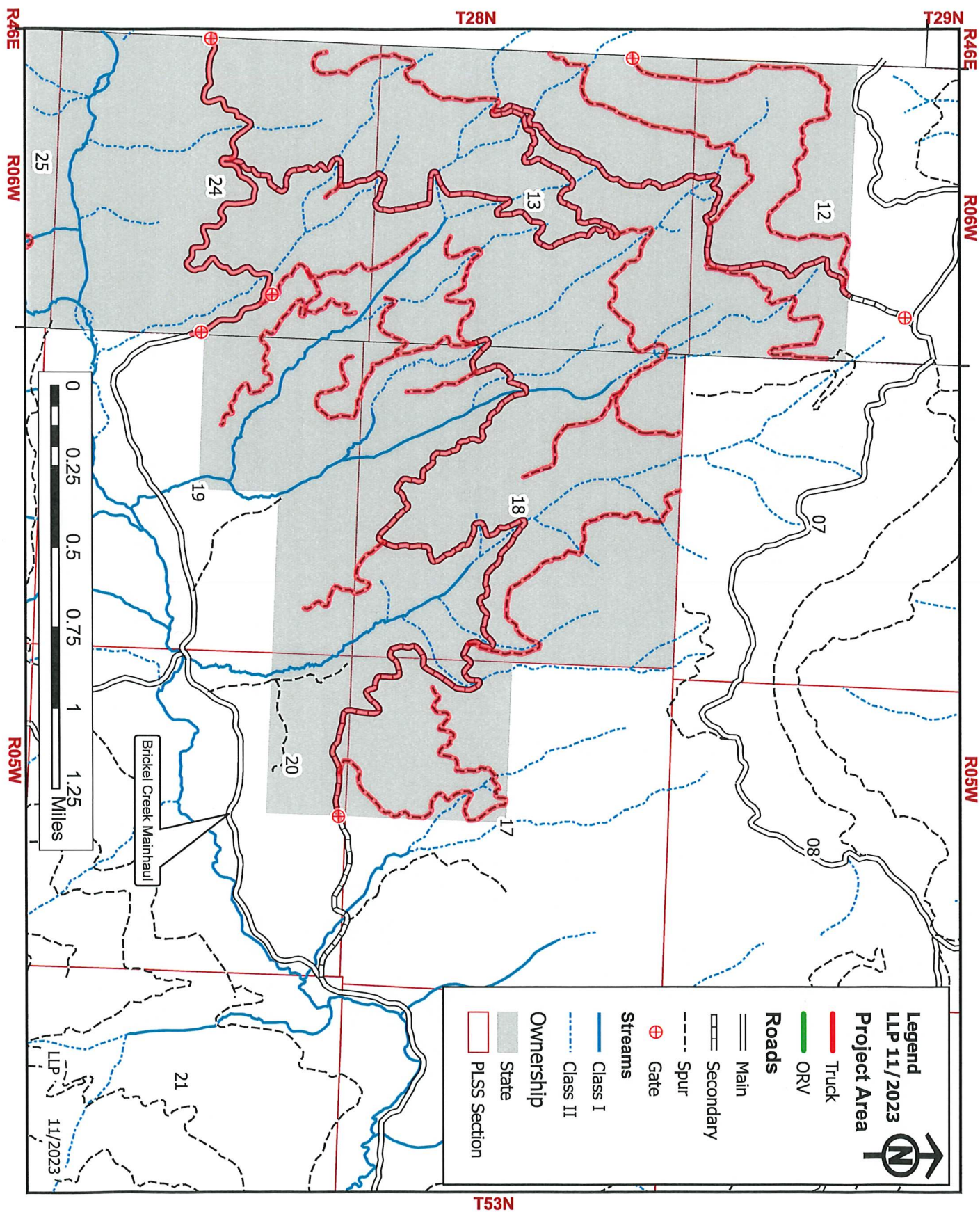
## CONTRACT PAYMENT:

Contract payment will be made based on the satisfactory completion of the contract requirements. Payments will be made at the rate(s) set forth in Schedule A attached. No payment will be processed prior to July 1, 2024, unless approved by the FIC. The FIC may recommend partial payment for work completed if deemed in the best interest of both parties.

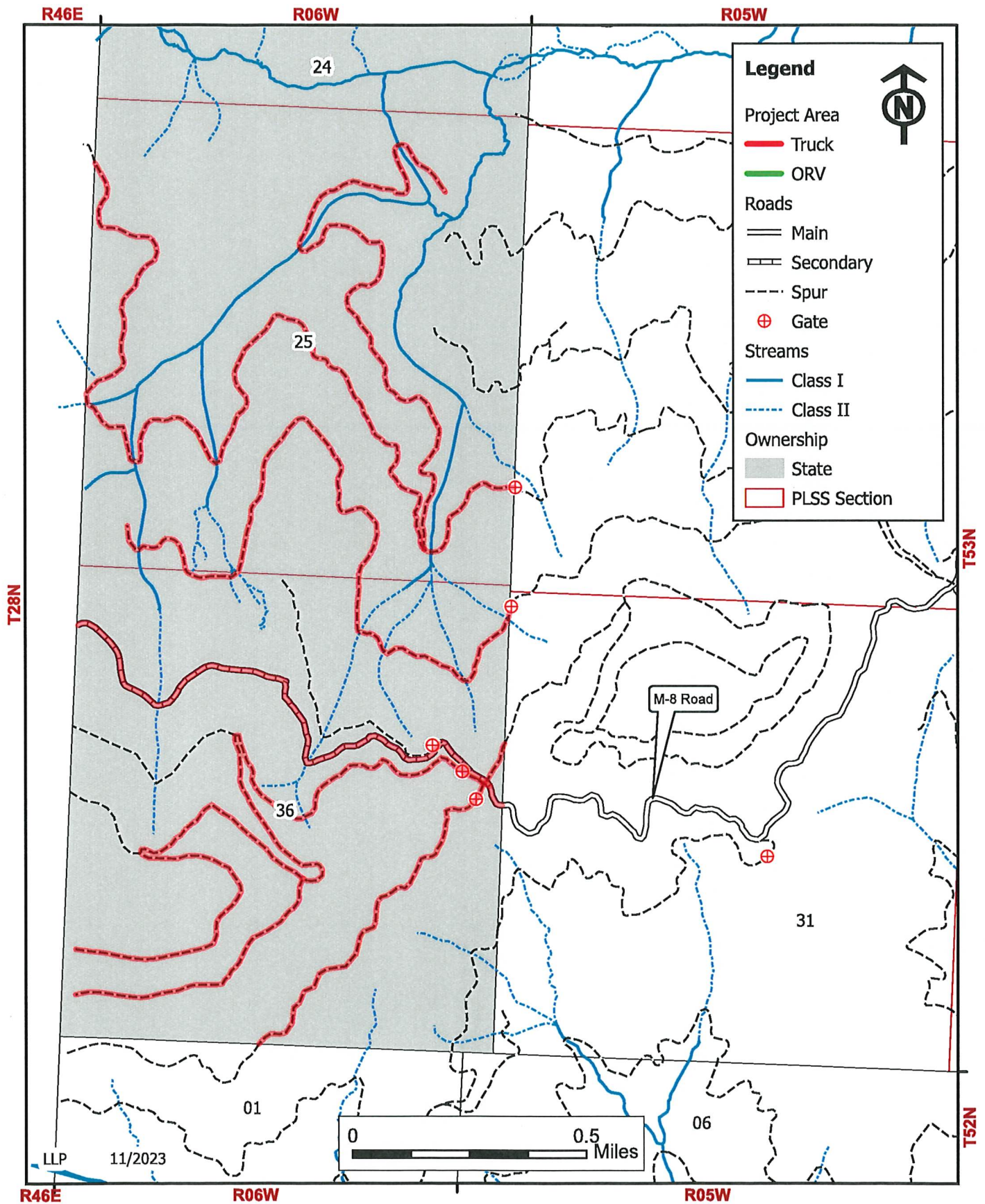
**FURTHER INFORMATION:**

The State of Idaho reserves the right to remove any portion of the project area by contacting the Contactor in writing prior to the commencing work on that segment of road. Further contact information will be available in final contract.

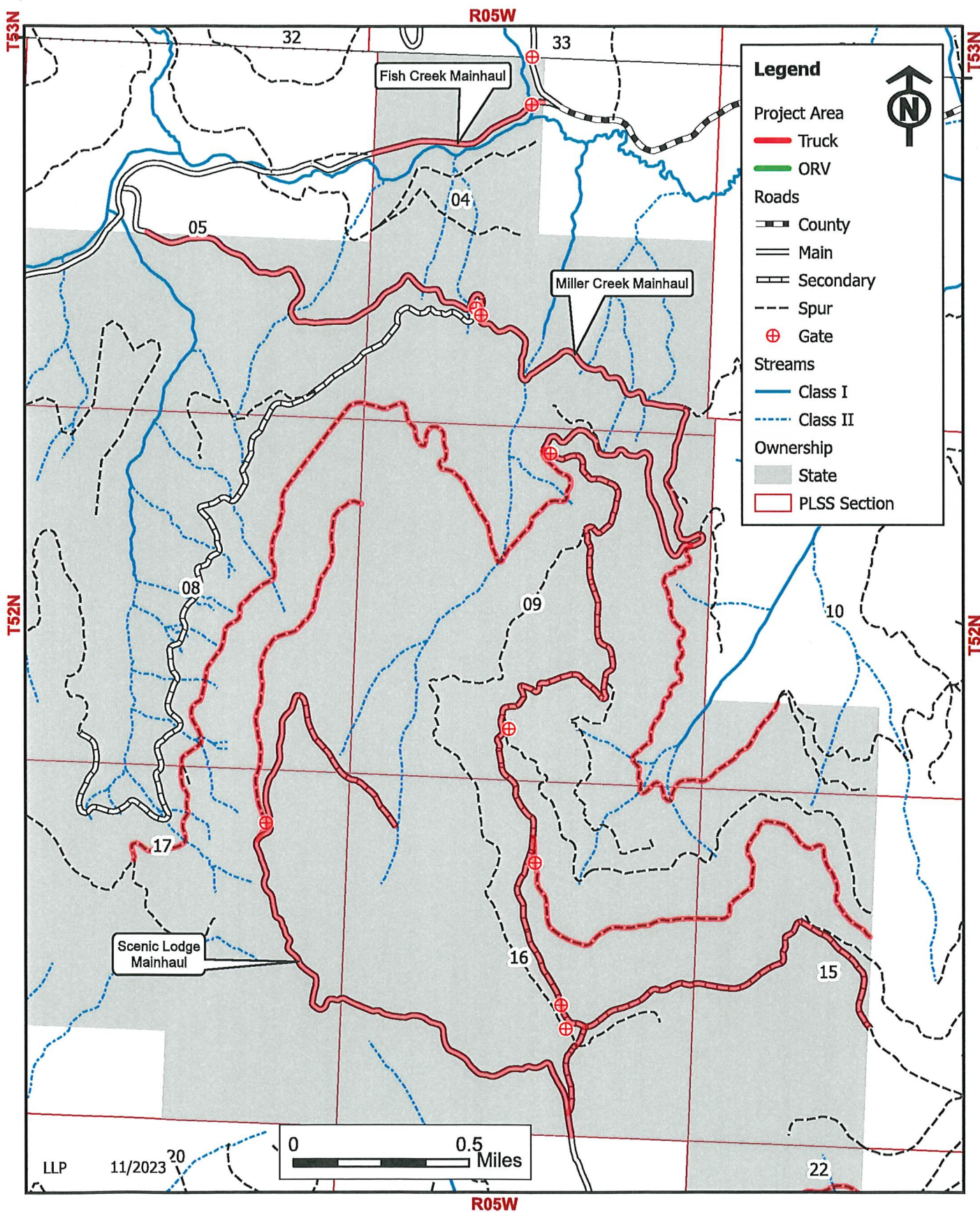




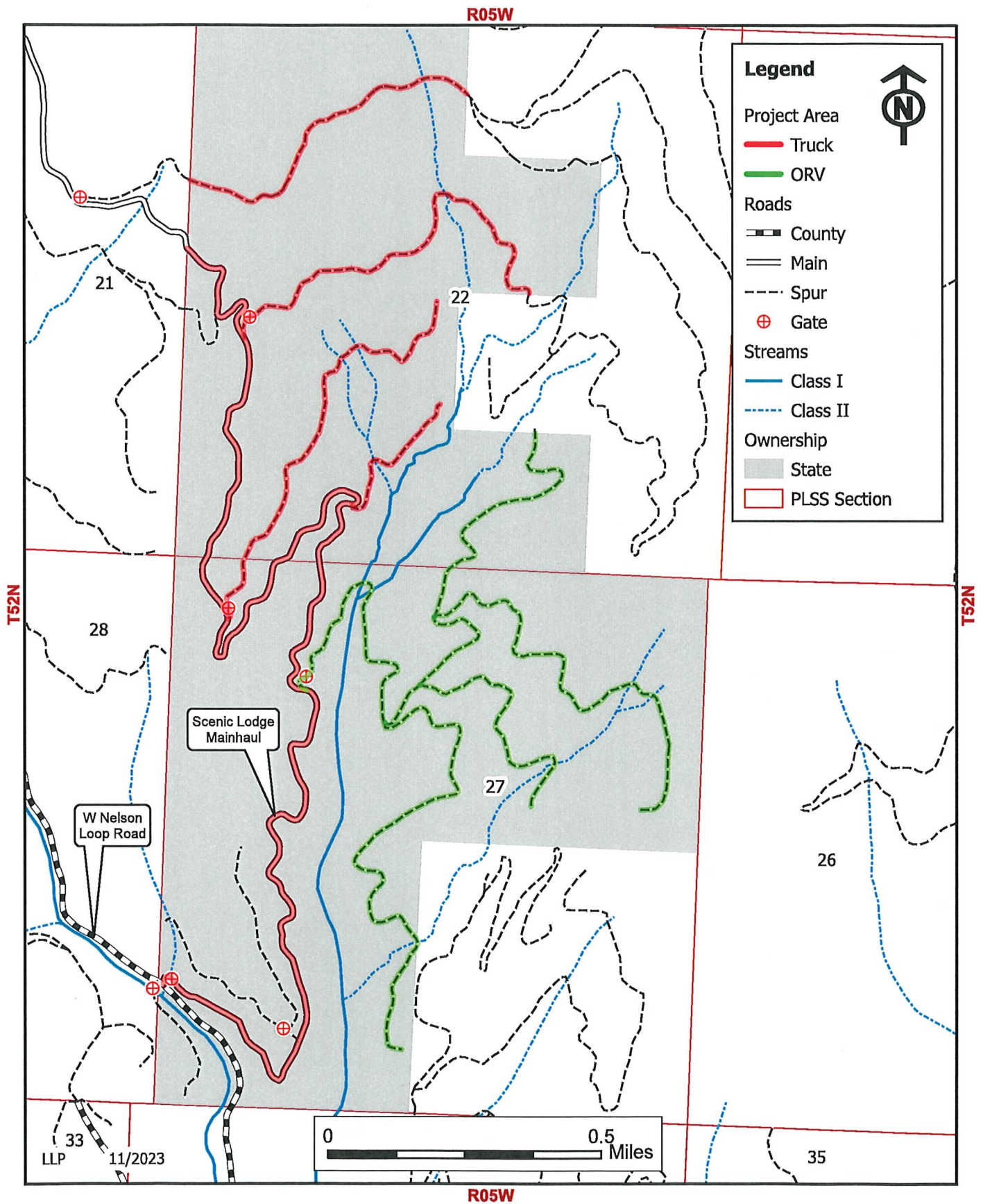


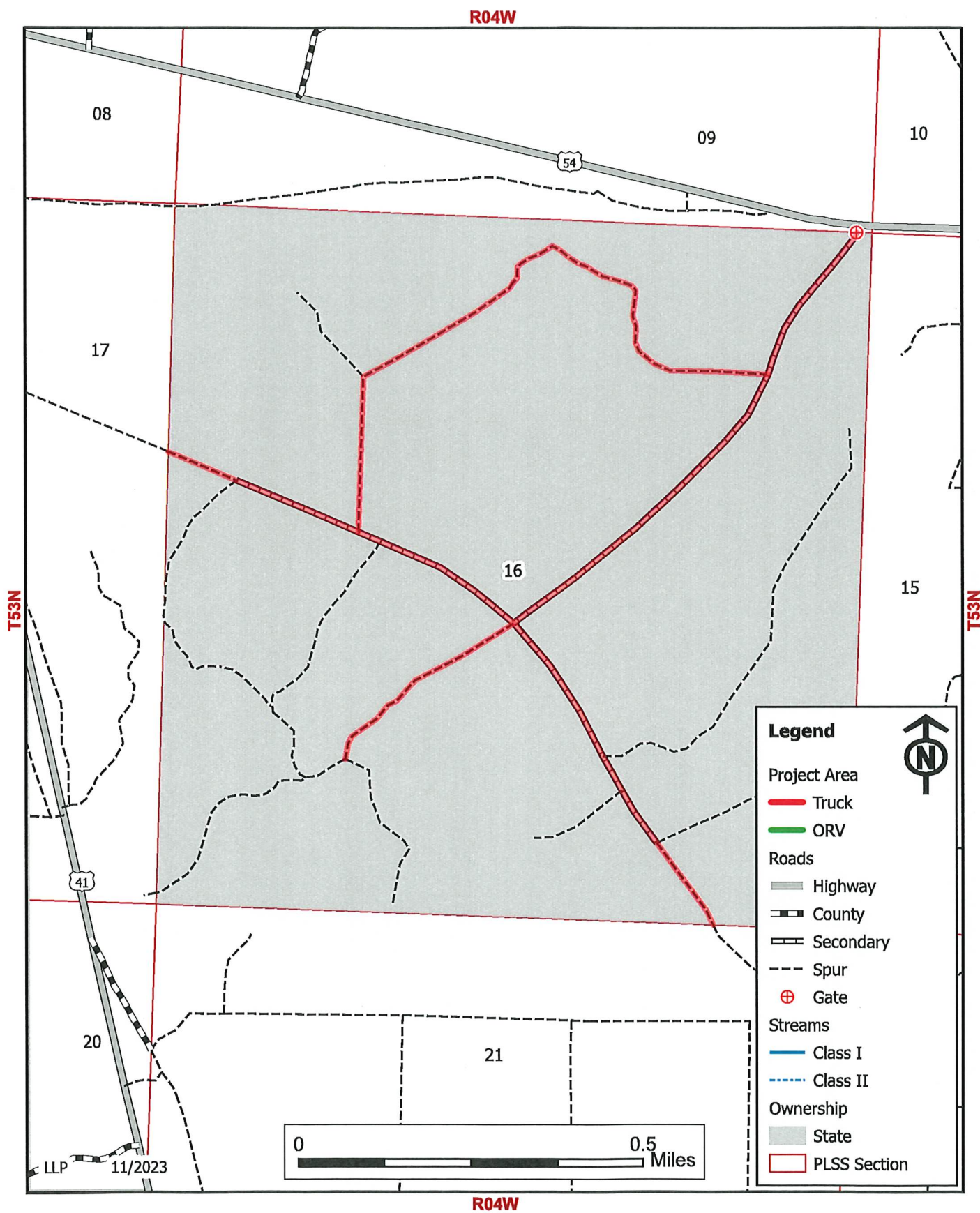




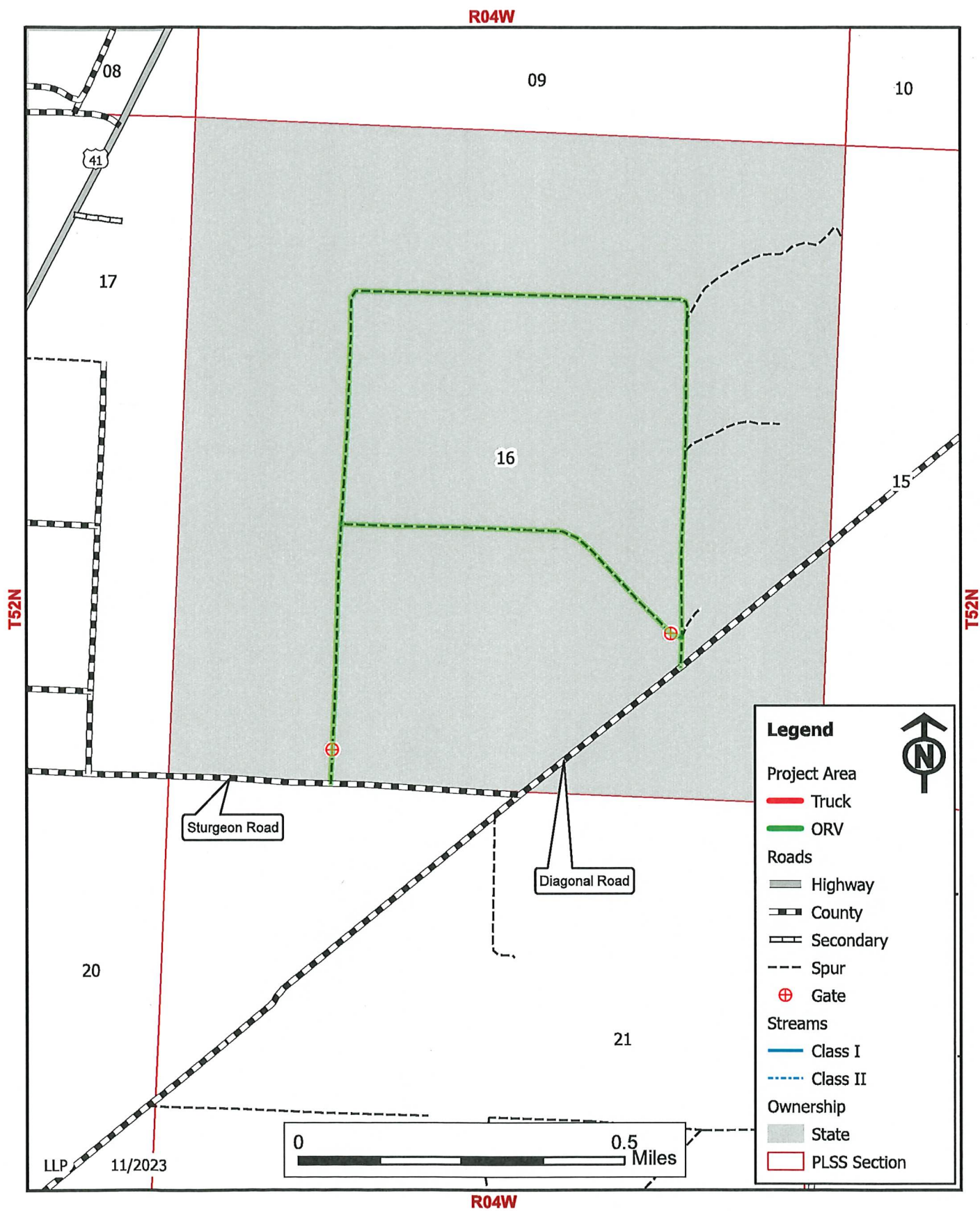


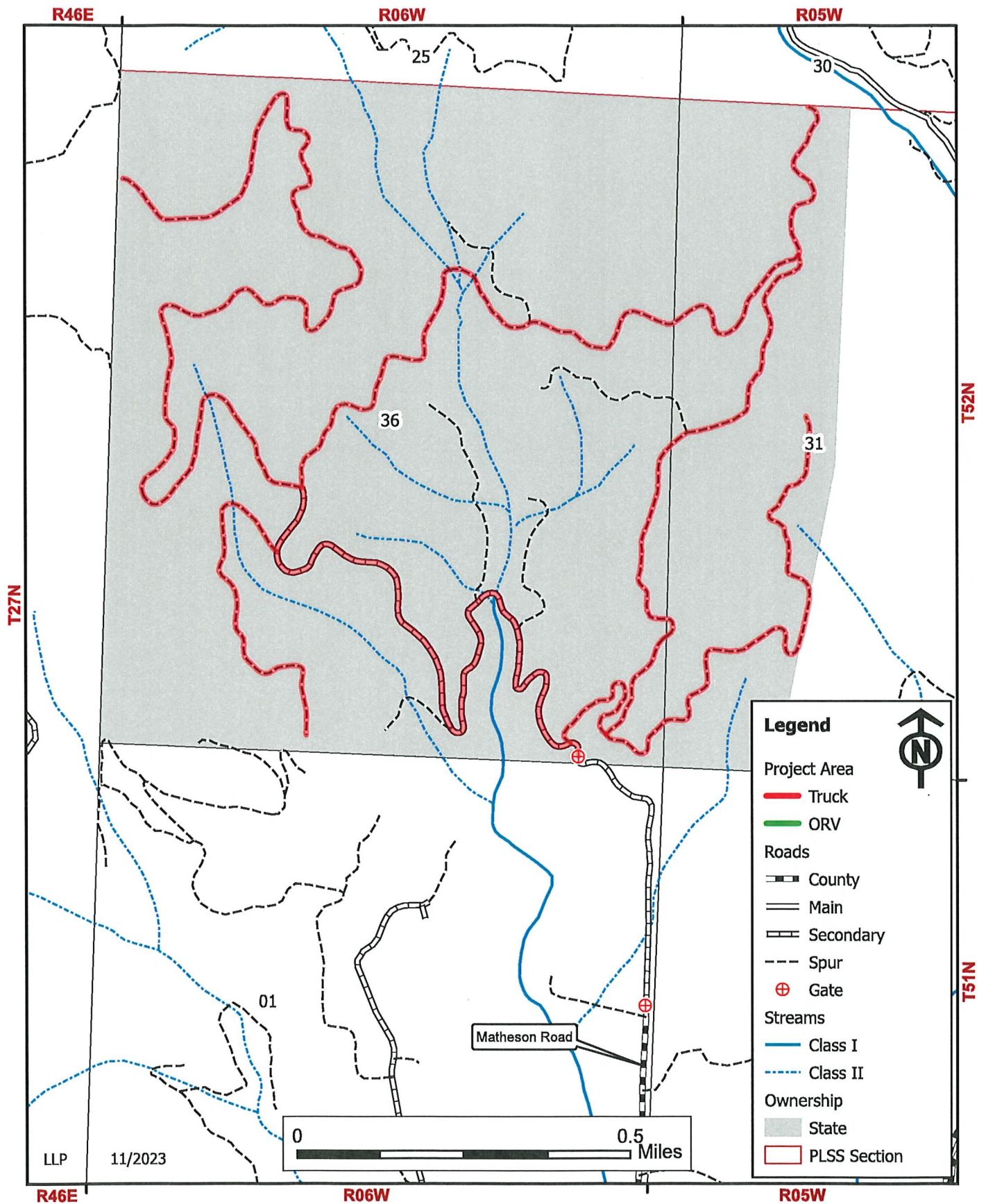






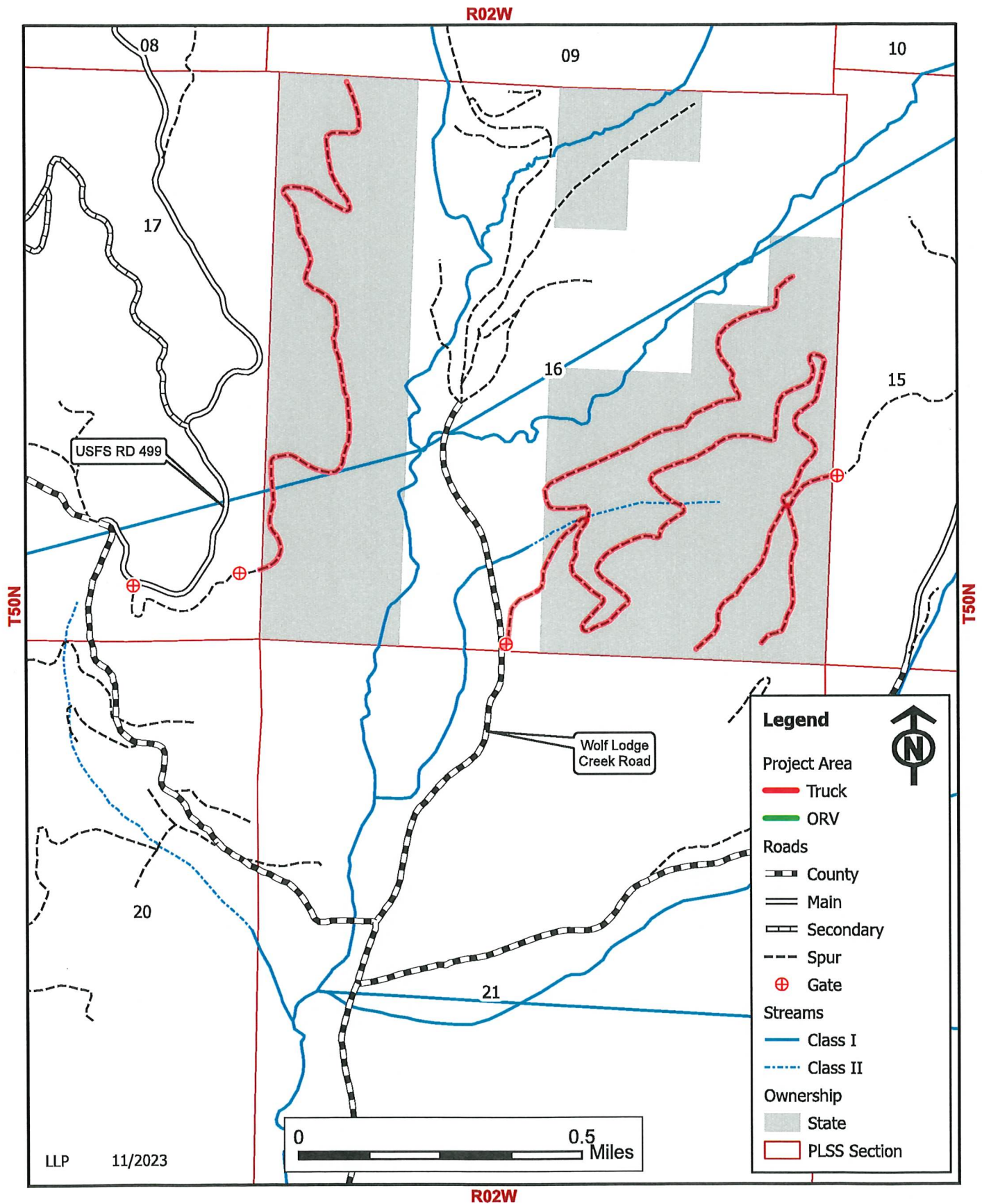




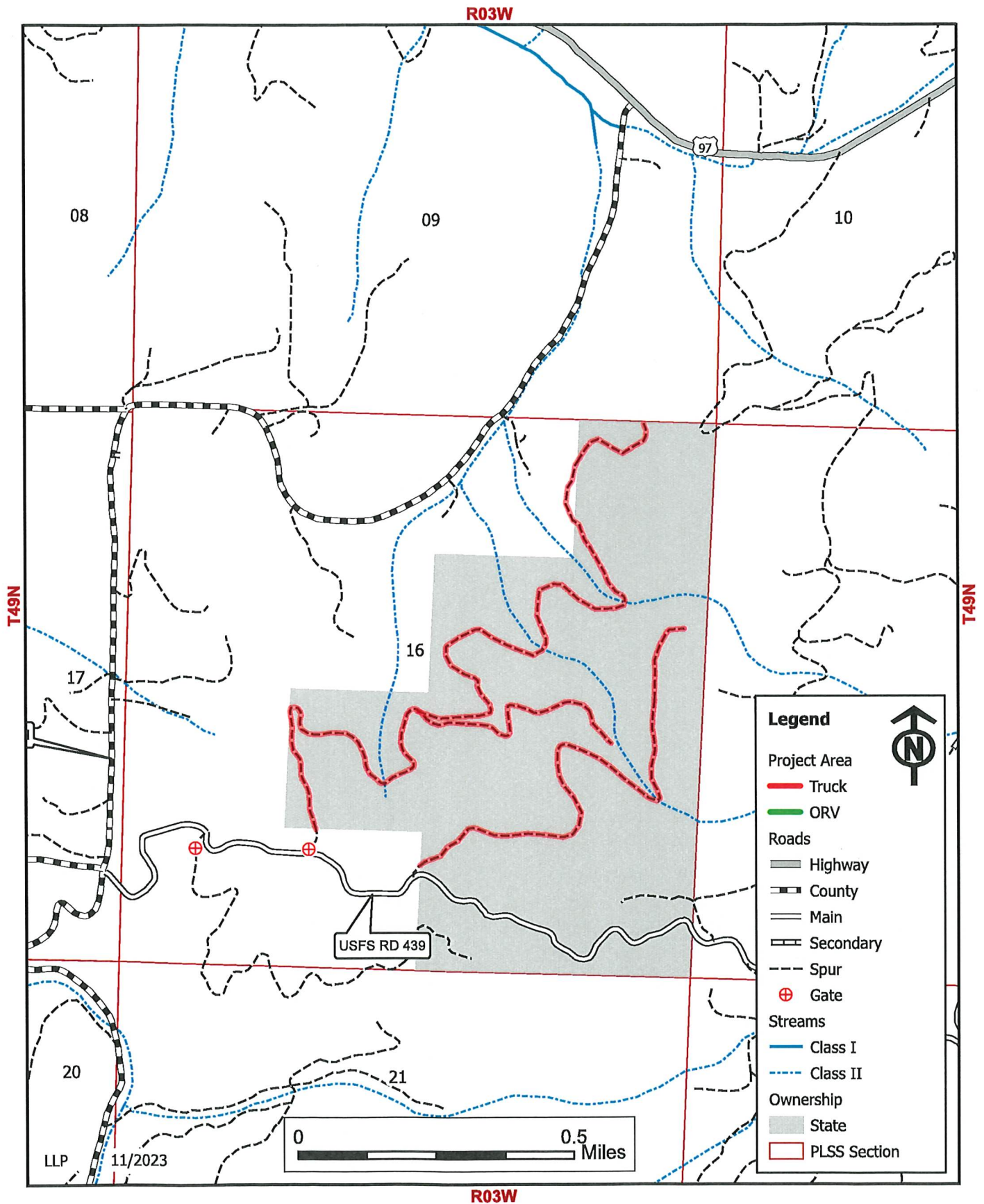


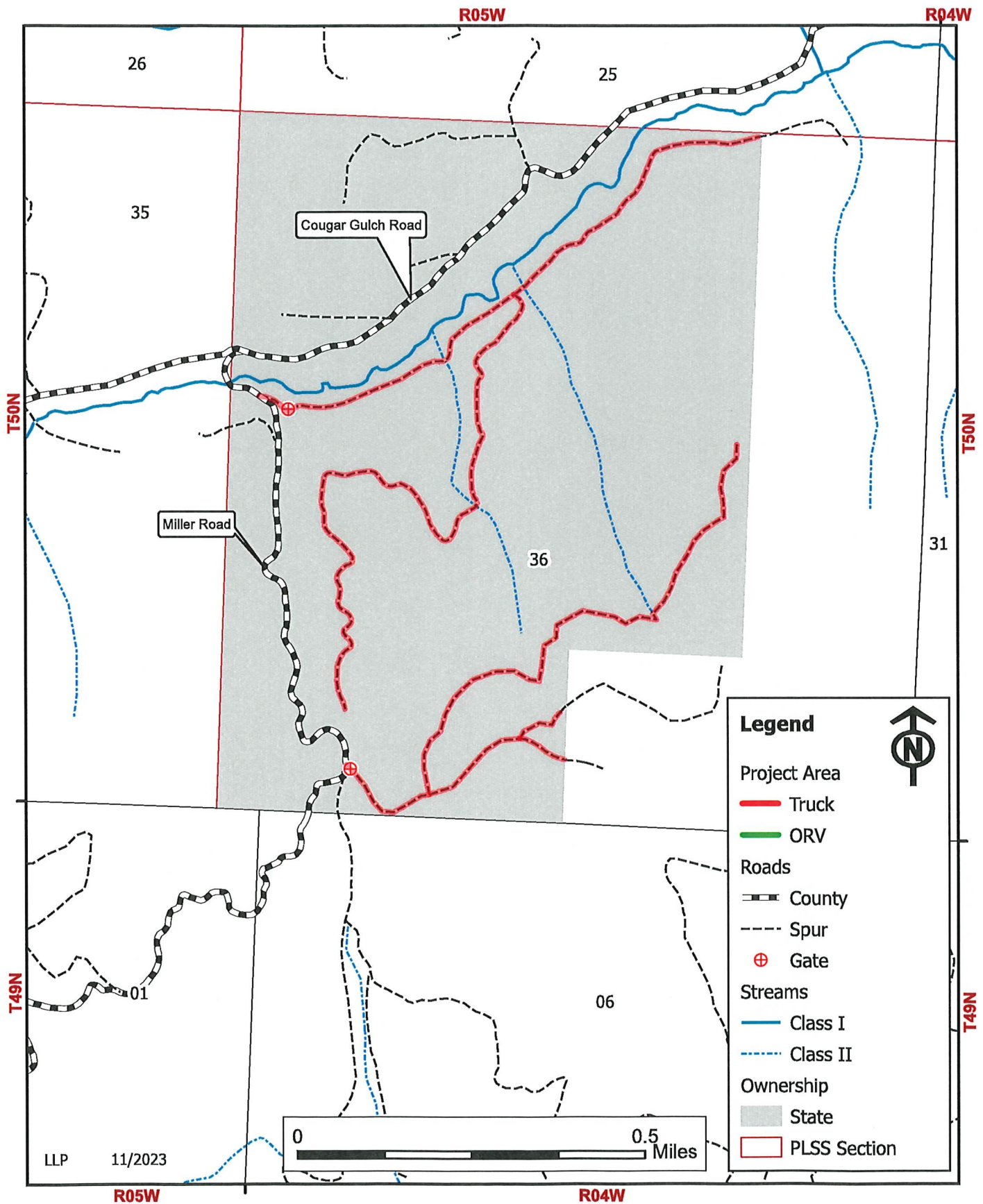




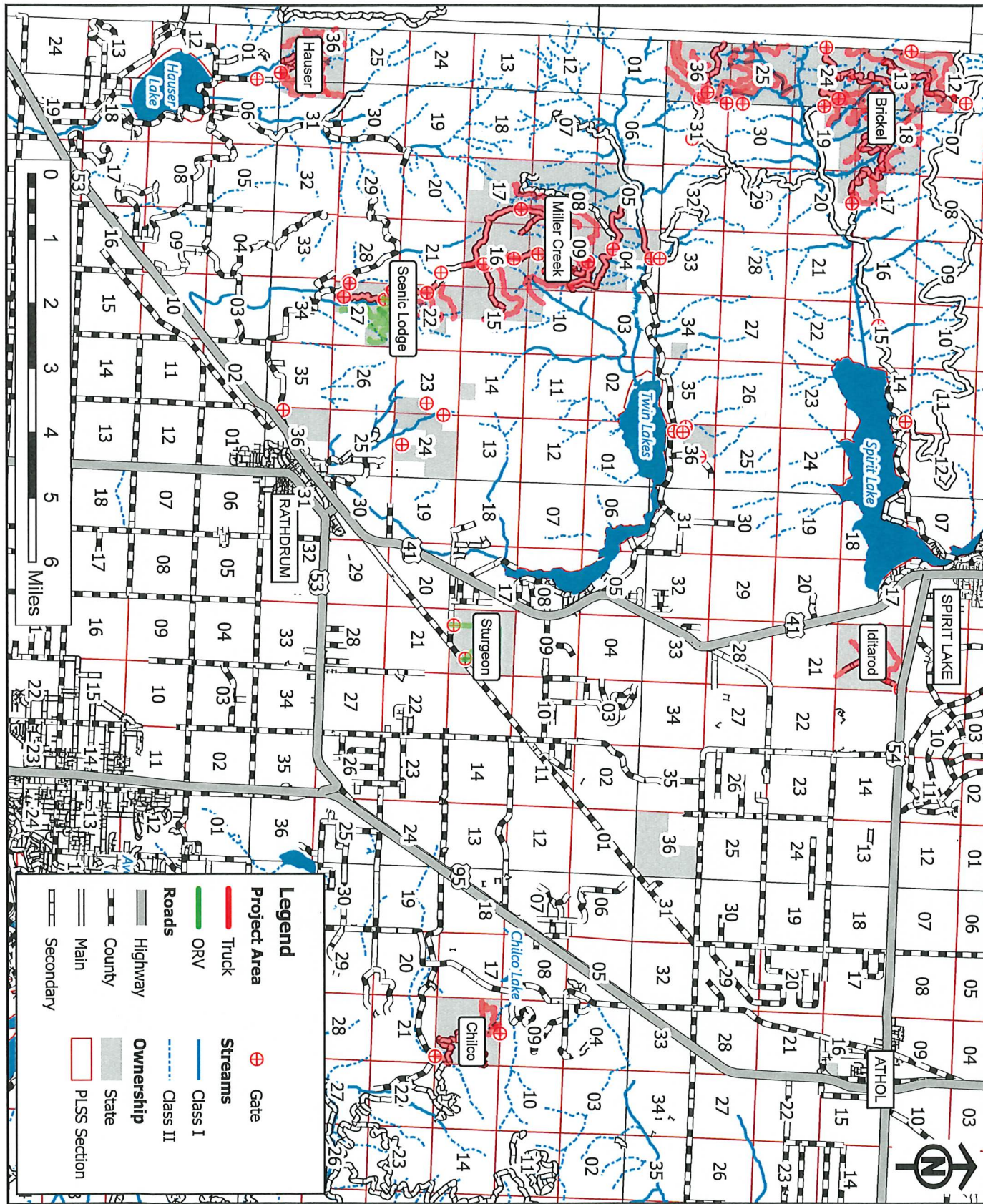




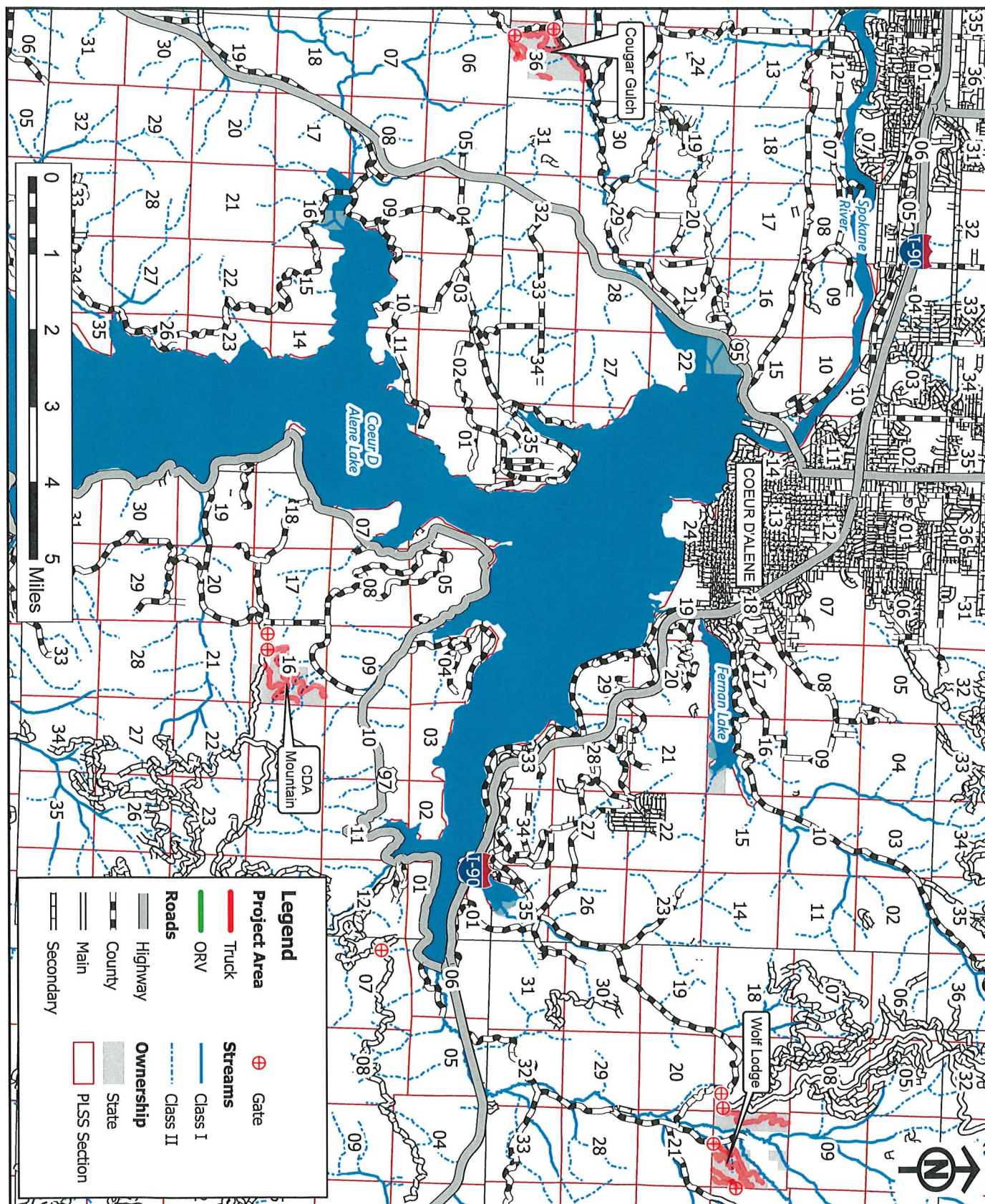












## PROJECT DESCRIPTION

### FOREST ROADSIDE SPRAY

**SUPERVISORY AREA:** Maggie Creek

**PROJECT NAME:** Maggie Creek Roadside Spray

**PROJECT NUMBER:** 42-0294-228-21

**PROJECT MILES:** 129.6

#### PROJECT LOCATION:

The project areas are situated on endowment lands located within the Maggie Creek Supervisory Area. The areas are located around the town of Weippe, ID within Clearwater County, and approximately 7.5 miles NE from the town of Kooskia, ID within Idaho County (see the attached vicinity map).

#### ACCESS:

Access is by State Highway 11, US Highway 12, and various county roads to their junction with the target application roads. Mainhaul, secondary, and spur roads should be free of blowdown. All gate keys and/or combinations will be given to the Contractor at the pre-work meeting.

#### ROAD DESCRIPTION:

The following table lists the project roads and approximate treatment miles. See attached maps for detailed road systems and legal descriptions.

	Applicaton Area	MAINHAUL ROADS*		SECONDARY/ SPUR ROADS	
<b>Map 1:</b>	Space Creek / Schlader	3.2	miles	18.3	miles
<b>Map 2:</b>	Fidler / Hydro / Shotgun	3.6	miles	4.7	miles
<b>Map 3:</b>	South Weippe	23.8	miles	21.5	miles
<b>Map 4:</b>	Maggie Butte / Glenwood	10.0	miles	0	miles
<b>Map 5:</b>	Maggie Creek / Harris Ridge	21.7	miles	1.9	miles
<b>Map 6:</b>	South Woodrat	8.6	miles	12.3	miles
	<b>**TOTALS:</b>	<b>70.9</b>	<b>miles</b>	<b>58.7</b>	<b>miles</b>

\*Mainhaul Roads have a 16-foot or greater running surface and will require two passes with a spray truck to ensure each side of the road is treated adequately.

\*\*Mileage rounded to the nearest tenth of a mile. GIS was used to calculate miles.

#### TECHNICAL SPECIFICATIONS:

Herbicide application will be broadcast sprayed using a wet boom or broadjet boom. The majority of the roads within the project area are suitable for spraying with a spray truck, however, an "Off-Road Vehicle" (ATV/ ORV) may be necessary to spray a few roads. These roads are narrow and/or may lack a turnaround for a full size vehicle. Roads requiring ORV access are designated on the attached maps. On

roads labeled ORV, the treatment area will consist of road surfaces, turnouts and landings as well as 8 feet up the cut slope and 8 feet down the fill slope.

The State shall provide all herbicide and auxiliary chemicals required to complete the contract.

The project area will be sprayed with a mixture of the following herbicides at the listed application rates in a minimum of ten (10) gallons per acre water solution:

Product	% Active Ingredient	Rate/Acre	Restricted Use
Aminopyralid + Metsulfuron Methyl	71.58%	2.5 oz	N
Nonionic Surfactant	80%+	8 fl oz	N
Drift Control	100%	4 fl oz	N

Herbicides and surfactants shall be mixed as per the label attached to herbicide containers used for the application. Chemical brand name may change depending on the State Herbicide Purchasing Contract and available supply.

Chemicals will be applied within the following weather conditions as determined by the Contracting Officer Representative (COR).

- a. Maximum air temperature – 85 degrees Fahrenheit
- b. Maximum wind speed – 7 miles per hour

The contractor shall use a GPS-capable device to navigate the contract area and to mark waypoints at start and stop spray locations of work accomplished with map data provided by the State.

If any portion of a contracted spray road is deemed undriveable or hazardous to machinery, the COR will be notified as soon as possible and such portion may be eliminated from the contract at the COR's discretion and payment for miles not sprayed subtracted from contract payment.

#### **PERIOD OF PERFORMANCE:**

Contract work may commence after the contractor has received a signed copy of the contract and has had a pre-work conference with the COR. Contract work shall be completed by July 31<sup>st</sup>, 2024, or as approved by the COR. No spraying will be allowed over any national holidays or holiday weekends without prior written approval.

The State of Idaho reserves the right to remove any portion of the project area by contacting the Contactor in writing prior to the commencing work on that segment of road.

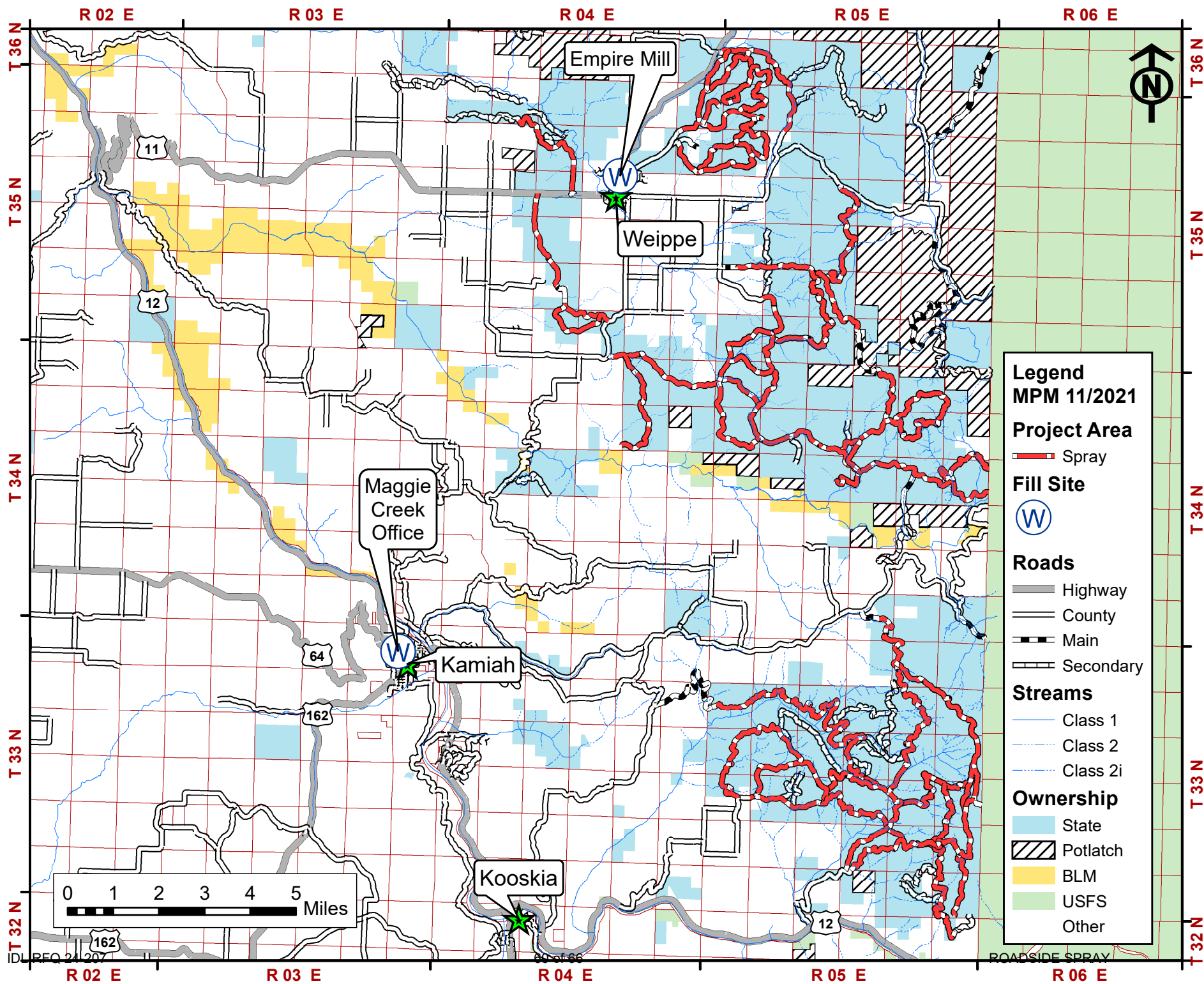
#### **CONTRACT PAYMENT:**

No payment will be processed prior to July 1, 2024 unless approved by the COR. The COR may recommend partial payment for work completed if deemed in the best interest of both parties.

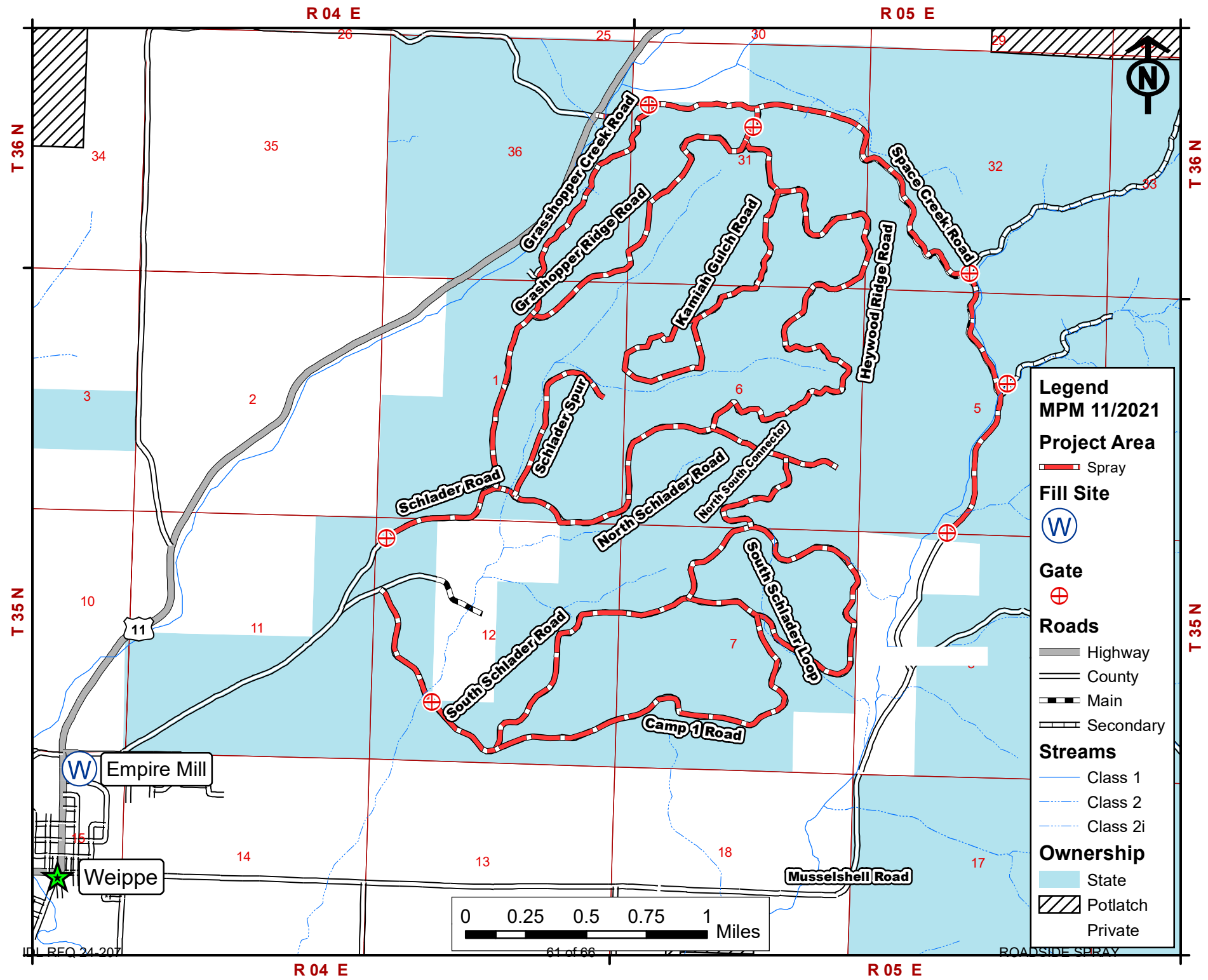
**FURTHER INFORMATION:**

The State of Idaho reserves the right to remove any portion of the project area by contacting the Contactor in writing prior to the commencing work on that segment of road. Further contact information will be provided in final contract.









DL REQ 24-207

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ROADSIDE SPRAY



