

STATE OF IDAHO
DEPARTMENT OF LANDS



MAGGIE CREEK BROWSE MITIGATION
REQUEST FOR QUOTE NO. 24-218-420096
DUE BEFORE 3:00:00 PM PT ON MARCH 25, 2024

**STATE OF IDAHO
DEPARTMENT OF LANDS
REQUEST FOR QUOTE 24-218-420096
MAGGIE CREEK BROWSE MITIGATION**

RESPONSES DUE BEFORE 3:00:00 PM PT ON MARCH 25, 2024

The purpose of this Request for Quote (RFQ) package is to solicit quotes for the efficient completion of the BROWSE MITIGATION 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. The deadline for receiving questions is 5:00 P.M., PT, March 18, 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. 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 Contracts 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 25, 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

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 24-218-420096 – Maggie Creek Browse Mitigation Responses due Before: 3:00:00 PM PT ON MARCH 25, 2024
--

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
24-218-420096 BROWSE
MITIGATION

SUPERVISORY AREA	PROJECT NAME AND NUMBER	ITEM TYPE	QUANTITY OF ITEMS	UNIT OF MEASURE	PRICE / UNIT OF MEASURE	AMOUNT EXTENDED
Maggie Creek	Maggie Creek Vexar Maintenance 2023	Vexar Maintenance - Light*	634	Acres	\$ -	\$ -
		Vexar Maintenance - Medium*	327	Acres	\$ -	\$ -
	42-0096-150-08	Vexar Maintenance - Heavy*	31	Acres	\$ -	\$ -
Unit 6 requires the installation of 6,000 tubes in addition to regular maintenance					TOTAL	\$ -

*	<p>Light Maintenance: Up to 25% of vexar tubes require either being replaced, reinstalled, repaired, straightened, or removed. Includes the replacement of bamboo stakes that are broken or rotten.</p> <p>Medium Maintenance: Between 25% and 50% of vexar tubes require either being replaced, reinstalled, repaired, straightened, or removed. Includes the replacement of bamboo stakes that are broken or rotten.</p> <p>Heavy Maintenance: More than 50% of vexar tubes require either being replaced, reinstalled, repaired, straightened, or removed. Includes the replacement of bamboo stakes that are broken or rotten.</p>
---	---

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

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 or 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 #
Contractor's Signature	
Title	Signed by
	Please Print or Type Name

STATE OF IDAHO
DEPARTMENT OF LANDS



MAGGIE CREEK BROWSE MITIGATION

CONTRACT NO. TBD

CONTRACTOR TBD

**STATE OF IDAHO
DEPARTMENT OF LANDS**

**MAGGIE CREEK BROWSE MITIGATION
CONTRACT NO. TBD**

TABLE OF CONTENTS

Table of Contents

1. Definitions and Terms
2. Representations and Warranties of the Contractor
3. Contract Relationship
4. AntiDiscrimination/Equal Employment Opportunity Clause
5. Contractor Responsibility
6. Registration with Secretary of State
7. Subcontracting
8. Taxes
9. Wage and Labor Compliance
10. Certification Concerning Boycott of Israel
11. Licenses, Permits & Fees
12. Save Harmless
13. Officials, Agents and Employees of the State Not Personally Liable
14. Risk of Loss
15. Insurance
16. Assignments
17. Appointment of Representative
18. Prohibited Contracts
19. Governing Law
20. Safety Information
21. Use of the State of Idaho Name
22. Ownership
23. Appropriation by Legislature Required
24. Force Majeure
25. Entire Agreement
26. Contract Termination
27. Performance of the Contractor
28. Modification
29. Public Records
30. Confidential Information
31. Non-Waiver
32. Non-Waiver of Sovereign Immunity
33. Attorney's Fees
34. Trash Cleanup
35. Camping on State Land
36. Fire Prevention Responsibilities
37. Government Regulations
38. Payments and Compliance
39. Contract Period
- Signature Page

Special Provisions – BROWSE MITIGATION.....	Attachment #1
Schedule A.....	Attachment #2
Project Description(s) and Map(s)	Attachment #3

**STATE OF IDAHO
DEPARTMENT OF LANDS**

**MAGGIE CREEK BROWSE MITIGATION
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 _____, 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, with the option to renew for two (2) additional one (1) year periods, under the same terms and conditions, 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 BROWSE MITIGATION

1. ADDITIONAL DEFINITIONS AND TERMS

- a. Vexar Tube - Tough but flexible, Rigid 2' - 4" diamond mesh cylinders that are constructed of a combination of polyethylene and polypropylene material that protect young seedlings from nibbling intruders for multiple years
- b. Bamboo Stake – 2'-4' natural, 8-12 mm piece size. Bamboo Stakes are strong, have thick walls and are rot-resistant that support the vexar tube upright.
- c. Bud cap – a very lightweight, semi-rigid, poly mesh or paper bag that slips on with stay open top. It measures approximately 2^{3/4} inches by 6 inches.
- d. Terminal Leader – The most dominant stem of a seedling seeking advantageous height growth.
- e. Repellent – Generally a mixture of blood/bone meal and oil and applied to target vegetation to discourage selectivity by foraging animals.

2. TREATMENT TYPE

The contractor shall install and/or maintain browse mitigation measures as per project descriptions to protect planted seedlings from big game damage. Seedlings free from browse are more efficient at stand establishment and become free to grow in a timely manner.

3. ITEMS TO BE FURNISHED BY THE CONTRACTOR

- a. The Contractor will furnish all labor, equipment, supervision, transportation, materials, flagging, and incidentals necessary to satisfactorily complete this contract including all safety equipment required by current laws and regulations or as described in the project description(s).
- b. The following equipment for bud capping shall be required unless otherwise stated in the project description:
 - i. Bags to transport the bud caps
 - ii. Industrial staplers
 - iii. ¼ inch staples
- c. Other items as per the project description(s).
- d. The Contractor will also provide all bilingual (English and the principal language of the crew members) supervisory personnel as specified below:

1 - 6 Crewmen = 1 Capping Crew Supervisor
7 - 11 Crewmen = 2 Capping Crew Supervisors
12 or more Crewmen = 1 Non-capping Crew Supervisor and
2 Capping Crew Supervisors

4. ITEMS TO BE FURNISHED BY THE STATE:

- a. A FIC to acquaint the Contractor with each unit to be worked and to conduct periodic field inspections.
- b. Copies of State Administrative maps, project maps of the contract area.

- c. The following equipment shall be provided unless otherwise stated in the project description:
 - i. Vexar tubes
 - ii. Bamboo stakes
 - iii. Bud caps
- d. Other items as per the project description(s).

5. INSPECTIONS

- a. Inspection reports will be furnished to the Contractor by the FIC so that any deficiencies may be corrected as the project progresses.

6. SPECIFICATIONS FOR BUD CAP INSTALLATION

- a. Bud caps shall be installed as indicated in the project description or as directed by the FIC.
- b. All trees in the units designated in the project description will have a bud caps (protection cap) installed. Specifications for securing the bud cap to the seedling are as included in the project description and as specified by the FIC. Care shall be taken not to damage the terminal or the lateral buds and the seedling as the bud cap is placed over or fastened to the seedling. A tree with skinned bark, broken leader, bud damage or any other type of damage to the seedling as a result of bud cap installation will be considered unsatisfactory.
- c. Bud caps will be installed so as to allow the terminal leader to stand erect and free to grow within the bud cap. Bud caps improperly installed where the seedling terminal leaders are not erect and free to grow within the bud cap will be considered unsatisfactory.

7. PAYMENT FOR BUD CAP INSTALLATION & ADJUSTMENT FOR BELOW-STANDARD WORK

- a. Contractor must bud cap a minimum of ninety-five percent (95%) of designated trees to be eligible for payment. Units, or portions thereof, shall be reworked until the minimum percentage of bud capped trees is attained.
- b. Bud caps will be considered unacceptable if installed in an unsatisfactory manner as per Attachment 2 of this contract. Minimum satisfactory capping compliance for payment will be determined by the following procedures for each unit:

$$\text{Percent Satisfactory} = \frac{\text{Acceptably Bud Capped Trees Checked}}{\text{Total Bud Capped Trees Checked}} \times 100$$

- c. The installation quote rate for below standard installation will be reduced as per the following:
 - i. If the percent satisfactory is less than ninety-five percent (95%), the Contractors payment will be reduced by five percent (5%) for each one percent (1%) outside standards for the number of bud caps installed within the identified unit as compensation for damages incurred to the state.

$$* \quad \text{Percent Reduction} = (95\% - \% \text{ satisfactory}) \times 5$$
 - ii. If the percent satisfactory falls below eighty-five percent (85%), there will be no payment for the installation unless the unit is reworked with acceptable installation up to contract specifications. Such installation will be at the option of the IDL.
 - iii. All percentages will be rounded to the nearest whole percent.
- d. Payment numbers shall be based on plot samples by the State. Payment will be made when all required contract work associated with each payment unit is complete.

8. SPECIFICATIONS FOR VEXAR TUBE INSTALLATION

- a. The Contractor shall furnish bags or backpacks large enough for each crew member to pack tubes and bamboo stakes.
- b. The rigid tube shall be placed with the bottom of the tube resting on the ground and the tube held in place as shown in Attachment 3 or as follows:
 - i. The rigid tube shall be placed with the bottom of the tube resting on the ground and the tube held in place as shown in Attachment 3 or as otherwise defined in the project description and as directed by the FIC.
 - ii. The tube, after installation, will be approximately vertical. An installation with lean from vertical in excess of one inch (1") (as measured from the top of the tube with a plumb bob and rule) is not acceptably installed. The vexar will be installed in a circular configuration with the tree located in the center of the tube. The bottom of the tube shall not be bunched up at ground surface and must be free of excessive kinks.
 - iii. Care shall be taken not to damage a seedling as the tube is placed over it or to damage seedling roots when installing bamboo. Bamboo stakes shall be placed at least one inch (1") away from the stem of the seedling. A tree with skinned bark, broken leader, or roots damaged by bamboo will be considered unsatisfactory.
 - iv. Vexar tubes shall be installed to allow the terminal leader to stand erect and free to grow within the tube. Vexar tubes improperly installed where seedling terminal leaders are not erect and free to grow within the tube will be considered unsatisfactory.

9. SPECIFICATIONS FOR VEXAR TUBE MAINTENANCE

- a. Light Maintenance – Up to 25% of vexar tubes require either being replaced, reinstalled, repaired, straightened, or removed. Includes the replacement of bamboo stakes that are broken or rotten.
- b. Medium Maintenance – Between 25% and 50% of vexar tubes require either being replaced, reinstalled, repaired, straightened, or removed. Includes the replacement of bamboo stakes that are broken or rotten.
- c. Heavy Maintenance – More than 50% of vexar tubes require either being replaced, reinstalled, repaired, straightened, or removed. Includes the replacement of bamboo stakes that are broken or rotten.

10. PAYMENT FOR VEXAR TUBE INSTALLATION

- a. Contractor must tube a minimum of ninety-five percent (95%) of planted trees to be eligible for payment. Units, or portions thereof, shall be reworked until the minimum percentage of tubed trees is attained.
- b. Vexar tubes will be considered unacceptable if installed in an unsatisfactory manner. Minimum satisfactory tubing compliance for payment rate/tube will be determined by the following procedures for each unit:

$$\text{Percent Satisfactory} = \frac{\text{Acceptably Tubed Trees Checked}}{\text{Total Tubed Trees Checked}} \times 100$$

- c. The installation quoted rate for below standard installation will be reduced as per the following:

- i. If the percent satisfactory is less than ninety-five percent, the Contractor will be penalized by reducing payment five percent for each one percent outside standards for the number of tubes installed within the identified unit.

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

- ii. If the percent satisfactory falls below ninety percent, there will be no payment for the installation unless the unit is reworked with acceptable installation up to contract specifications. Such installation will be at the option of IDL.
- iii. All percentages will be rounded to the nearest whole percent.

11. SPECIFICATIONS FOR REPELLENT APPLICATION

- a. Repellents to be used and rate of application are specified in the project description.
- b. The Contractor shall be responsible for transportation and disposal of all repellents and auxiliary products including disposal of empty containers or as directed by the FIC.
- c. The Contractor shall apply the repellent in a manner and at a rate consistent with label directions.

IDL ITB 24-218-420096
Project Description
Maggie Creek Browse Mitigation

SUPERVISORY AREA: Maggie Creek

PROJECT NAME: Maggie Creek Annual Vexar Maintenance 2024

PROJECT NUMBER: 42-0096-150-08

PROJECT ACRES: 992 Acres

PROJECT LOCATION: Ten units south of Lolo Creek on the Woodrat Management Block and two north of Lolo Creek in the Weippe Management Block. See attached map(s) for exact locations.

ACCESS:

Access to all units is a combination of surfaced and native dirt roads. Units 4 through 12 are accessed behind locked gates. Depending on weather and road conditions, access could be poor. Walking or ATV use may be required to reach units on native surfaced roads. Four-wheel drive vehicles are recommended. (See Attached Maps(s))

UNIT CONDITIONS:

UNIT #	ACRES	TREATMENT TYPE	APPROX. TUBES/ACRE	MAINTENANCE LEVEL	AVE. SLOPE (%)	MAINTENANCE SEASON
1	100	VEXAR MAINTENANCE	200	LOW	10	SPRING
2	73	VEXAR MAINTENANCE	303	LOW	10	SPRING
3	69	VEXAR MAINTENANCE	222	MEDIUM	50	SPRING
4	54	VEXAR MAINTENANCE	303	LOW	10	SPRING
5	131	VEXAR MAINTENANCE	303	LOW	10	SPRING
6	31	VEXAR MAINTENANCE/TUBE INSTALLATION	303/6,000 (Total)	HIGH	10	SPRING
7	48	VEXAR MAINTENANCE	303	LOW	10	SPRING
8	30	VEXAR MAINTENANCE	303	LOW	20	SPRING
9	106	VEXAR MAINTENANCE	303	LOW	30	SPRING
10	92	VEXAR MAINTENANCE	303	LOW	15	SPRING
11	234	VEXAR MAINTENANCE	303	MEDIUM	45	SPRING
12	24	VEXAR MAINTENANCE	303	MEDIUM	45	SPRING

TECHNICAL SPECIFICATIONS:

Vexar:

1. Crews will move in a systematic manner over the specified project areas and install, replace, reinstall, repair, straighten or remove tubes. Existing vexar tubes or bamboo stakes may be re-used if in good condition.
2. For final removal or replacement of vexar, a cutting instrument may be required on some tubes to remove the material/plastic mesh so no damage is done to the lateral branches or top of the trees that might have previously grown through the vexar mesh. Vexar and bamboo may be left on site after removal and will need to be placed on the ground for quicker deterioration of material.
3. Spring operations are to be completed prior to tree bud elongation.
4. Installation of 6,000 total vexar tubes in addition to existing tube maintenance within Unit 6. **The State shall provide vexar tubes and bamboo stakes for the installation in unit 6.**

INSPECTION AND COMPLIANCE:

The FIC will perform walk throughs within the project areas looking for terminal bud damage, lateral limb damage, cambium damage, broken stems, missing seedlings, missing or loose bamboo stakes and/or correct installation of vexar tubes to determine work quality. If deemed necessary, the FIC will install random fixed plots to quantify contract quality and/or completion.

PERFORMANCE PERIOD:

Contract work may commence once the contractor has received a signed copy of the contract and completed a pre-work conference with the FIC. Spring maintenance shall be completed by May 31, 2024.

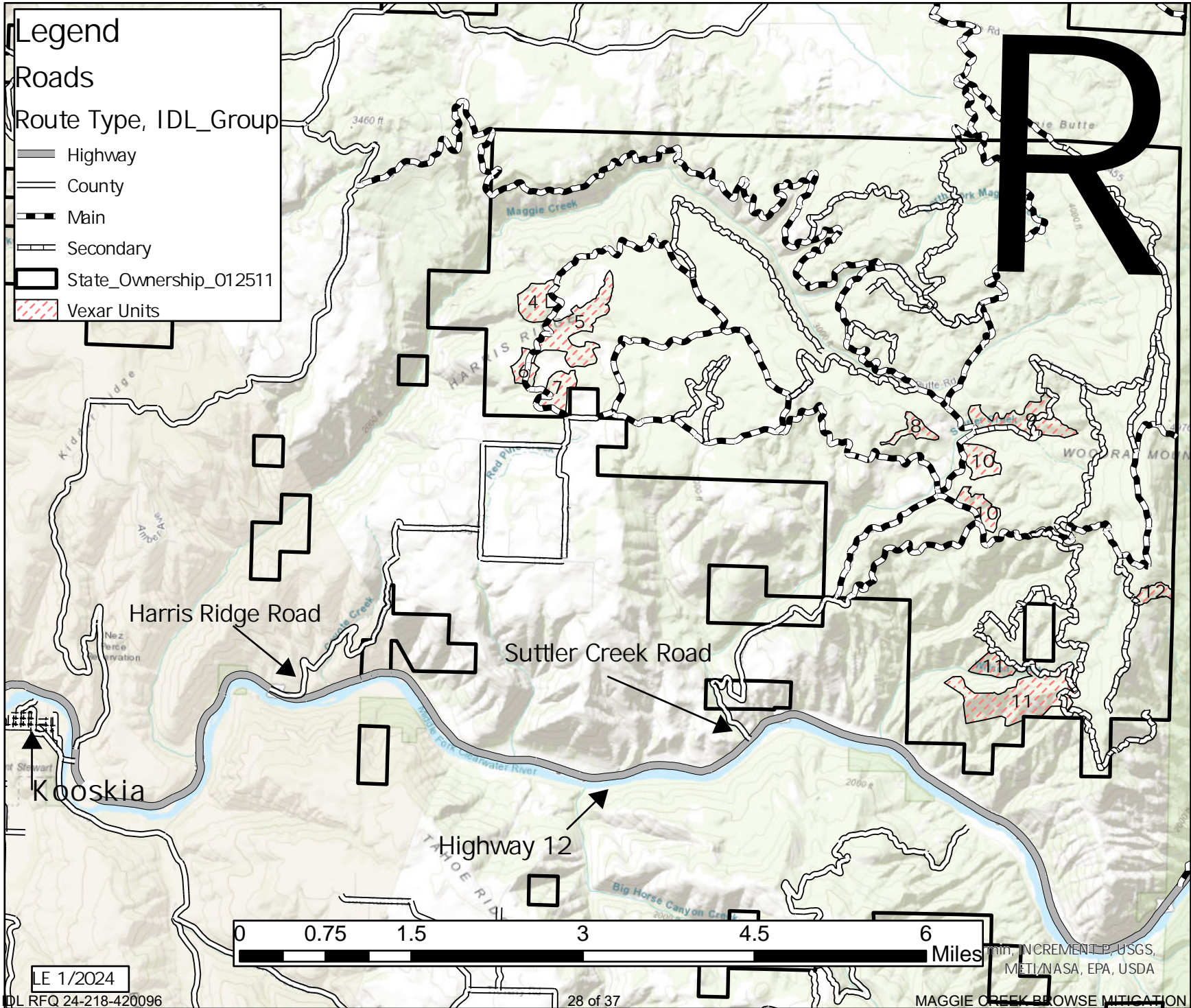
PAYMENT:

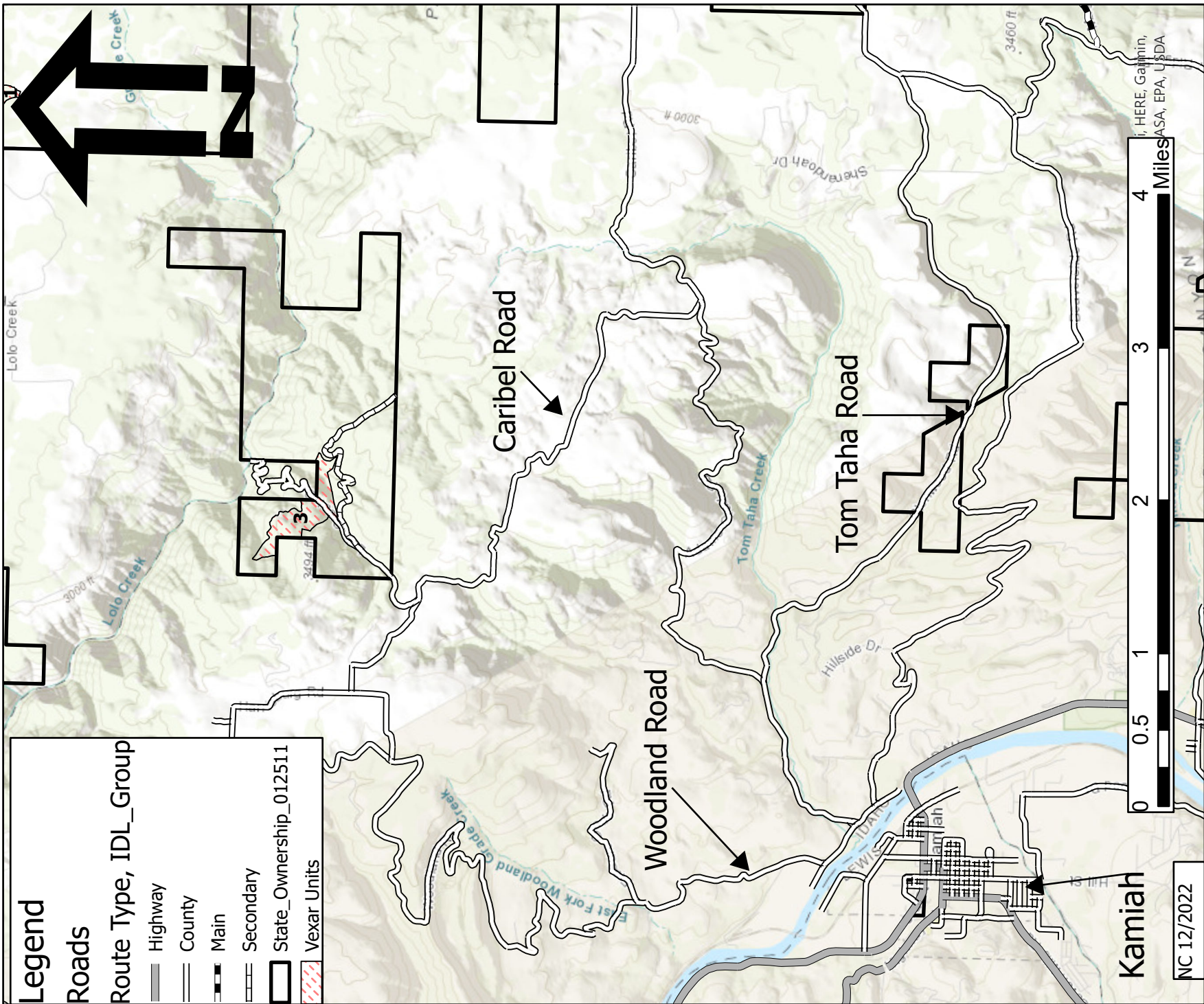
The State shall make payment upon satisfactory completion of the contract requirements on completed acres. The Contractor must submit an itemized invoice for payment. The FIC can approve partial payment if deemed in the best interest of both parties.

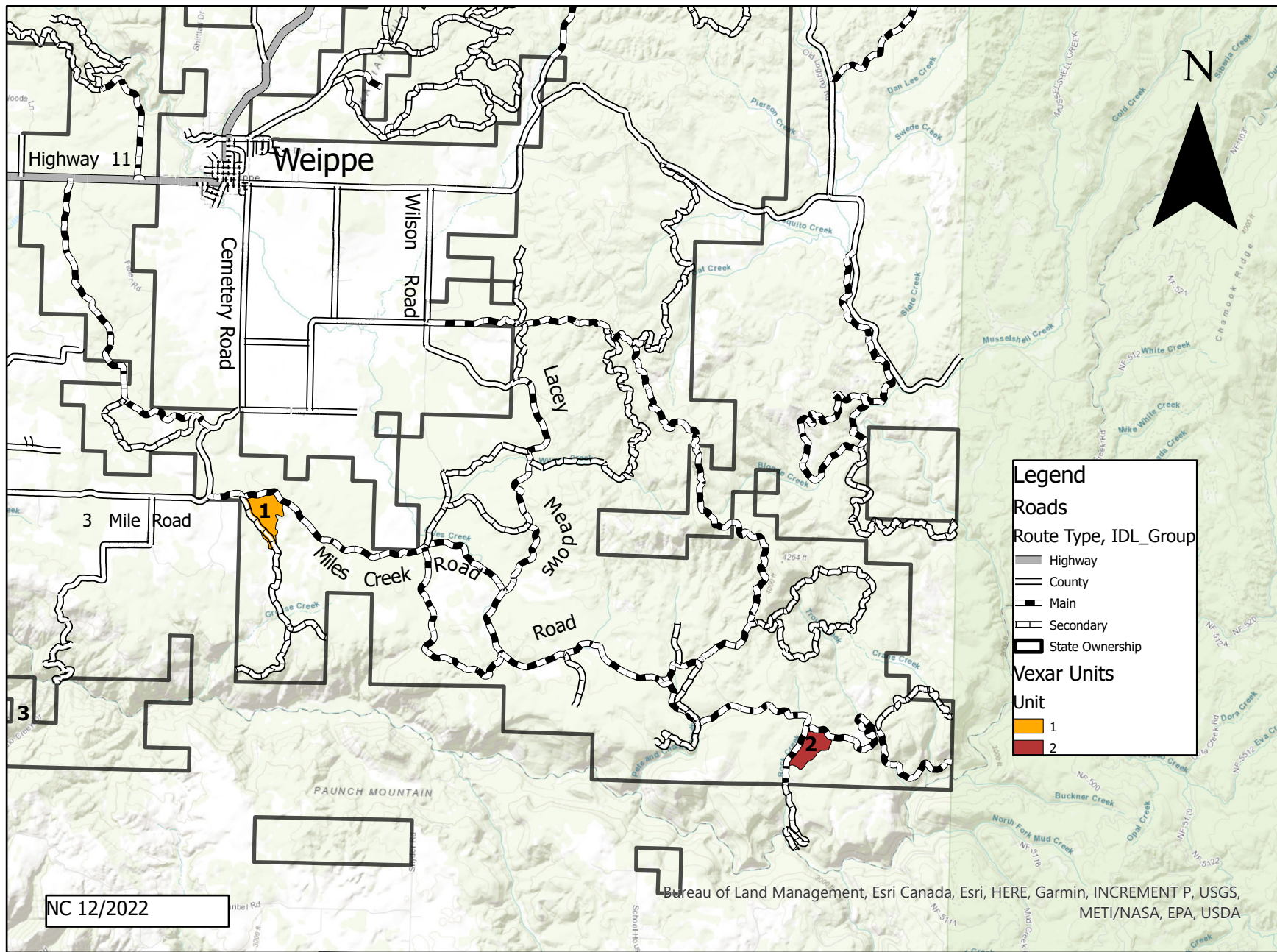
INFORMATION:

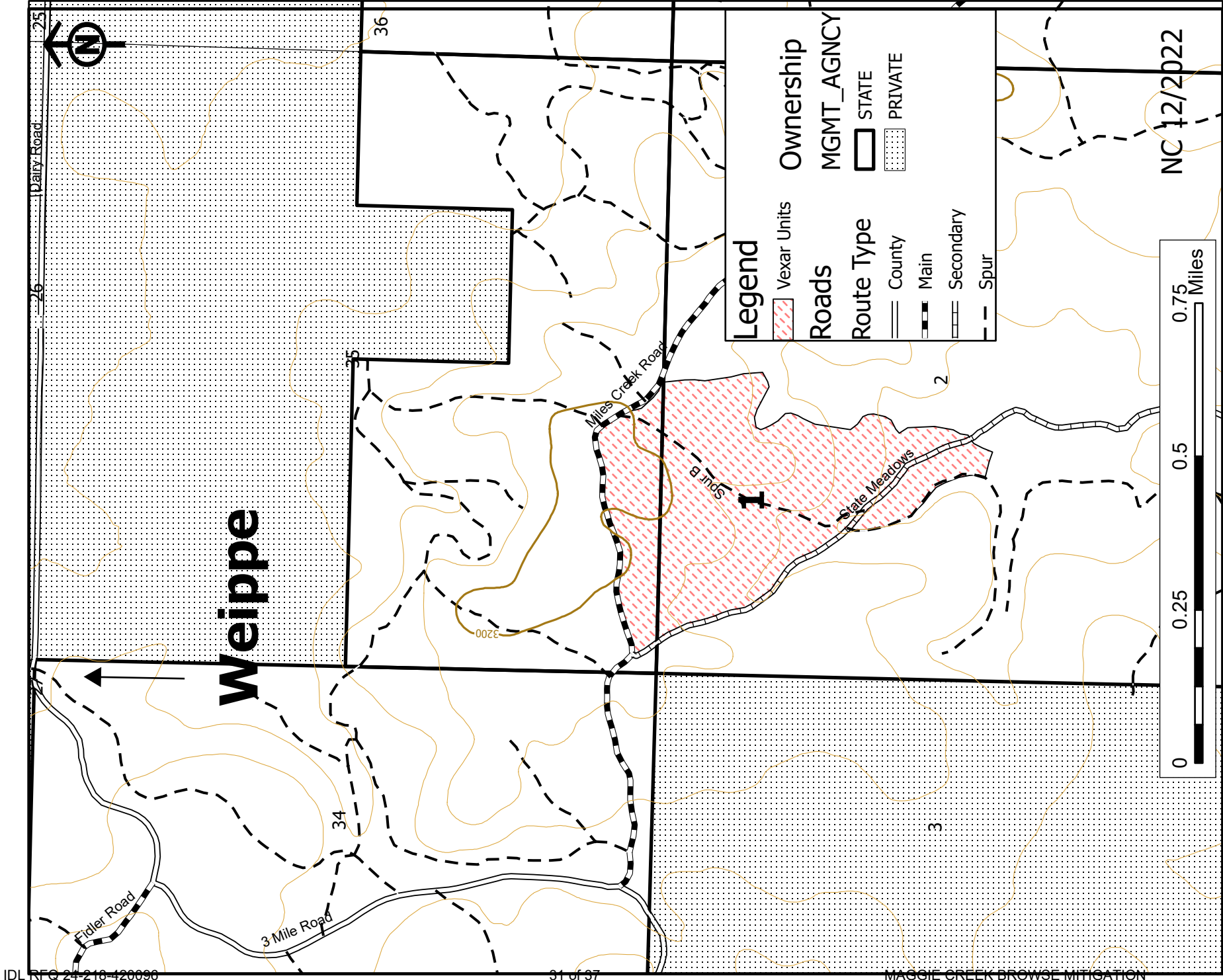
Further information will be available by contacting the following address:

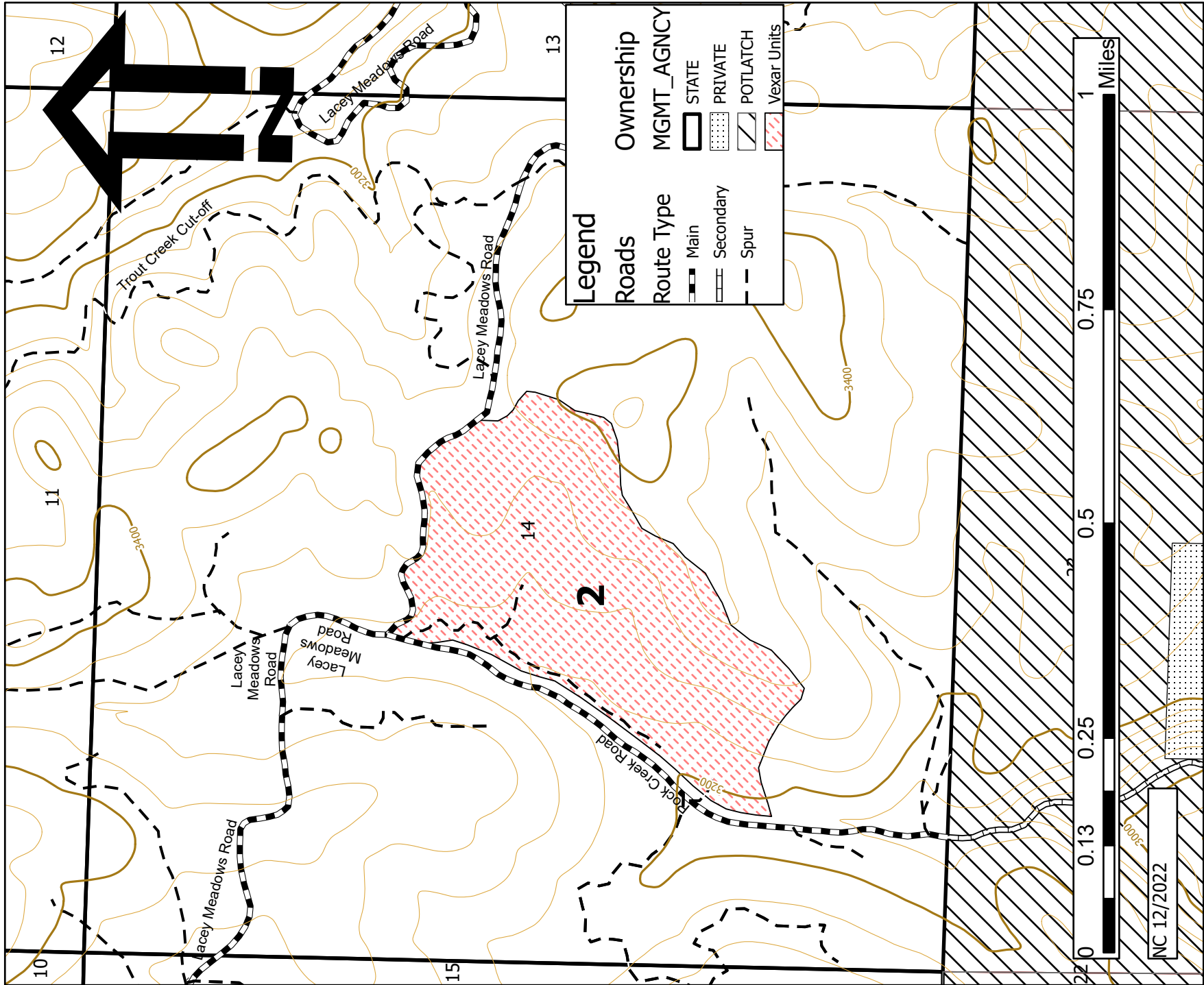
Attn: Landon Emmert
Idaho Department of Lands
Maggie Creek Supervisory Area
913 3rd Street
Kamiah, Idaho 83536
(208) 935-2141
FAX (208) 935-0905
lemmert@idl.idaho.gov

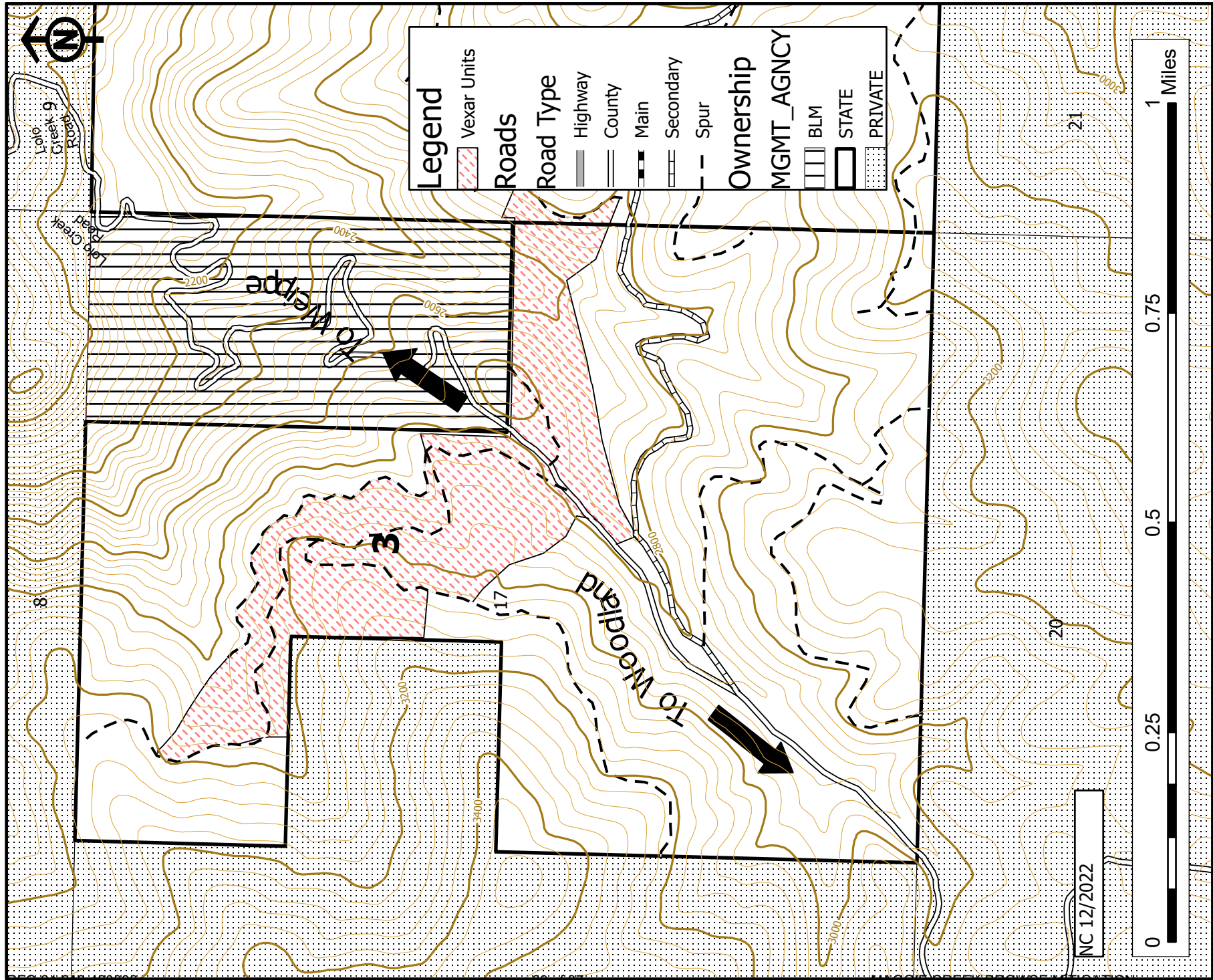












IDL RFG 24-216-426090

34 of 37

MAGGIE CREEK BROWSE MITIGATION

