

STATE OF IDAHO
DEPARTMENT OF LANDS



ROUGH HOUSE SURVEY

RFSOQ NO. 24-224-600384
REQUEST FOR STATEMENT OF QUALIFICATIONS

RESPONSES DUE BEFORE 3:00:00 PM PT (Pacific Time) ON JULY 15, 2024

REQUEST FOR QUALIFICATIONS AND INSTRUCTIONS

Statements of Qualifications (SOQs) will be received by the Idaho Department of Lands for the Rough House Survey Project.

The Idaho Department of Lands [IDL] is seeking qualified land survey firms ("Firm") to submit a Statement of Qualifications ("SOQ") demonstrating the ability to provide professional land surveying services to the IDL for purposes related to the Idaho State Endowment Trust Lands ("the Endowment"). Firms are expected to have the expertise necessary to perform the duties described herein. The purpose of this RFSOQ is to identify a surveyor to complete the work in accordance with the project description and all other contractual requirements.

NOTE – Your firm must be a registered supplier in LUMA to receive a contract award.

QUESTIONS

Questions pertaining to this RFSOQ must be received in writing utilizing Offeror's Questions Form (Page 40) submitted by email to sleason@idl.idaho.gov. **The deadline for receiving questions is 1:00 PM, PT, on July 5, 2024.** Responses to questions received will be posted as addendum(s) on the IDL website at [Contracting - Department of Lands \(idaho.gov\)](https://www.idaho.gov/contracting). Verbal questions will not be accepted.

NOTE: Any issues a submitting vendor has with the draft agreement included in this solicitation document must be addressed during the Q&A period of the solicitation. No negotiating on contract terms will occur after the firms are ranked and IDL is seeking to establish a level of effort quote with the selected firm.

SOQ DEADLINE AND DELIVERY REQUIREMENTS

SOQs must be received and time stamped by the Idaho Department of Lands at either 3284 W. Industrial Loop, Coeur d'Alene, Idaho 83815 or sleason@idl.idaho.gov before 3:00:00 PM PT on July 15, 2024. IDL is not responsible for lost or undelivered SOQs or for failure of the USPS or any courier service, nor electronic delivery service, to deliver SOQs to IDL by the RFSOQ closing deadline. Late SOQs will not be accepted. Faxed SOQs will not be accepted. Emailed SOQs less than 20mb total will be accepted (this is IDL's server limitation for external senders).

SOQ Delivery Address:

Idaho Department of Lands
ATTN: Sherry Leason, Contracts Officer
3284 W Industrial Loop
Coeur d'Alene, Idaho 83815
OR
sleason@idl.idaho.gov

SOQs mailed in a sealed package and are to be marked in the lower left-hand corner with the following information:

Statement of Qualifications For: 24-224-600384 – ROUGH HOUSE SURVEY
RFSOQ Due Date Before: 7/15/24 at 3:00:00 PM PT

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

SOQs submitted using “Express/Overnight” services must be shipped in a separate sealed inner package identified as stated above and enclosed inside the “Express/Overnight” shipping package. The submitting firm’s name and return address should appear on the SOQ package.

Idaho Department of Lands
Request for Statement of Qualifications # 22-224-2221540022
MICA BIG CREEK SURVEY

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GENERAL INFORMATION

INTRODUCTION

IDL, in accordance with Idaho Code § 67-2320, is seeking qualified land survey firms ("Firm") to submit a Statement of Qualifications ("SOQ") demonstrating the ability to provide land surveying services to the IDL for purposes related to the Idaho State Endowment Trust Lands ("the Endowment"). Firms are expected to have the expertise necessary to perform the duties described herein. IDL's primary goal is to provide long-term, sustainable revenue to the groups that directly benefit from the Endowment assets within the state of Idaho. The purpose of this RFSOQ is to identify a surveyor to complete the work in accordance with the scope of work and all other contractual requirements.

PUBLIC RECORDS

Pursuant to Idaho Code Section 74-127, information or documents received from the Firm may be open to public inspection and copying unless exempt from disclosure. The Firm shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. IDL will not accept the marking of an entire document as exempt. In addition, IDL will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. The Firm shall indemnify and defend IDL 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 IDL shall constitute a complete waiver of any and all claims for damages caused by any such release. If IDL receives a request for materials claimed exempt by the Firm, the Firm shall provide the legal defense for such claim.

PURPOSE OF PROCEDURE

The Idaho Department of Lands "Qualification Based Selection" (QBS) is to comply with Idaho Code 67-2320. This procedure provides for an orderly process of:

1. Solicitation of professional qualifications
2. Evaluation and ranking of qualifications
3. Establishment of a ranked list of service providers
4. Negotiation of scope of services and fees

SOLICITATION CYCLE

The Idaho Department of Lands reserves the right to award future projects to the firms selected by this RFSOQ, if deemed to be in the best interest of the Idaho Department of Lands. Ranking of submittals, creation of service provider shortlist and applicant notification of ranking shall be determined within 60 calendar days of the RFSOQ due date.

RFSOQ GUIDELINES

1. The IDL will not be liable for any costs incurred in the preparation and production of a SOQ, or any work performed prior to the execution of a contract.
2. All SOQs and other materials will become the property of the IDL.
3. All information contained in this RFSOQ and acceptable provisions of the selected firm's response will be made a part of the executed agreement for services.
4. Upon request, the submitting firm shall submit additional information within the timeframe included in the request for additional information. Failure to provide the additional information within the specified timeframe may result in a finding of Non-Responsiveness.
5. The IDL reserves the right to:
 - Waive any informalities or irregularities and reject any or all proposals received as a result of this RFSOQ
 - Select all or part of the respondent's submittal

- Negotiate changes in the scope of work or services to be provided
 - Conduct investigations required to determine the submitting firm's performance record and ability to perform the assignments specified as a part of this RFSOQ
 - Negotiate separately with any source in a manner deemed to be in the best interests of the Agency
 - Issue, at any time, an individual project RFQ that falls within the scope of work parameters of this land surveying services RFQ without prejudice to the Firm provider selected under this RFSOQ.
6. If, through any cause, the contracted firm shall fail to fulfill in a timely and proper manner its obligations under an awarded agreement, or if the Firm shall violate any covenants, terms, or conditions of the agreement, then IDL reserves the right to cancel the agreement and pay the Firm only for work performed without prejudice by giving at least five (5) days prior written notice to the Firm of such termination.

BURDEN OF PROOF

Any deviations from the specifications must be clearly stated. It shall be the responsibility and burden of the submitting firm to furnish the IDL with its original submission sufficient data to determine if the goods or services offered conform to the specifications.

VERBAL INFORMATION

IDL will not be responsible for any verbal information regarding this solicitation.

SUBMITTING FIRM RESPONSIBILITY:

It will be the submitting firm's responsibility to check the IDL website for any addenda prior to submitting a SOQ. In the event IDL revises any part of the solicitation documents, it will make addenda available on the IDL website at <https://www.idl.idaho.gov/contracting-bid-board/>. Information given to a firm will be available to all other firms if such information is necessary for purposes of submitting a SOQ or if failure to give such information would be prejudicial to uninformed firms.

SOQ DISQUALIFICATION

Statement of Qualifications (SOQs) must demonstrate the ability to provide professional Land Surveying Services. Interested firms are expected to have the expertise necessary to perform the duties described within this RFSOQ.

IDL reserves the right to make reasonable inquiry to determine the responsibility of a firm. Such requests may include but not be limited to financial statements, credit ratings, statements of experience and past performance, references, etc. Successful firms must show to the satisfaction of the Idaho Department of Lands that they have sufficient expertise to complete the work contracted by the time specified. The failure of a firm to promptly supply information in connection with a SOQ is reason for disqualification.

REJECTION OF STATEMENT OF QUALIFICATIONS AND CANCELLATION OF SOLICITATION

Prior to the issuance of a contract, IDL shall have the right to accept or reject all or any part of an SOQ or any and all SOQs when: (i) it is in the best interests of the State of Idaho; (ii) the SOQ does not meet the minimum RFSOQ specifications; (iii) a finding is made based upon available evidence that a firm is not responsible or is otherwise incapable of meeting specifications or providing an assurance of ability to fulfill contract requirements; or (iv) the SOQ offered deviates to a major degree from the RFSOQ specifications, as determined by the State (minor deviations, as determined by IDL, may be accepted as substantially meeting the RFSOQ requirements of IDL). Deviations will be considered major when such deviations appear to frustrate the competitive RFSOQ process or provide a firm an unfair advantage. Prior to the issuance of a contract, IDL shall have the right to reject all SOQs or to cancel this solicitation.

SELECTION PROCESS

SOQ's will be evaluated on the content provided and the Idaho Department of Lands may choose to interview several of the firms. However, at its discretion, the Idaho Department of Lands may dispense with

interviews and select a firm to perform the work.

The IDL reserves the right to contact references.

The Idaho Department of Lands will seek to negotiate a contract with the highest ranked firm following evaluation. If unable to reach an agreement, IDL will terminate negotiations with the highest ranked firm, and commence negotiations with the second-ranked firm, and so forth.

SCHEDULE OF EVENTS

Request for Qualifications Release Date	June 27, 2024
Deadline for Receipt of Written Inquires	July 5, 2024 @ 3:00 PM PT
Qualifications Due	July 15, 2024 @ 3:00 PM PT
Evaluation Period	July 16-17, 2024
Anticipated Date for Notice of Qualified Ranking	July 18, 2024

STATE OF IDAHO
DEPARTMENT OF LANDS



ROUGH HOUSE SURVEY
IDL LUMA AGREEMENT NO. TBD
CONTRACTOR TBD

STATE OF IDAHO
DEPARTMENT OF LANDS
PROFESSIONAL SERVICES AGREEMENT NO. TBD

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

1. DEFINITIONS

- a. Agreement: This duly executed written agreement between the State and the Contractor resulting from a solicitation, which shall include these Terms and Conditions, the Scope of Work, the Cost Proposal, and all attachments thereto.
- b. Contracting Officer: The State employee with the authority to enter into, administer, modify, and/or terminate this Agreement, and make related determinations and findings. The Contracting Officer is responsible for handling the contractual relationship with the Contractor.
- c. Contracting Officer Representative: The designated State representative, also referred to as "COR" or "Representative", who will provide daily technical oversight to the Contractor and ensure the Contractor performs according to the Scope of Work. The COR cannot modify the stated terms of the Agreement unilaterally or direct the Contractor to perform work not specified in the Agreement. Only the Contracting Officer and the Contractor may do so bilaterally.
- d. Contractor: The individual or business who has been awarded this Agreement to furnish goods or services for a certain price.
- e. IDL: The Idaho Department of Lands.
- f. Property: Goods, services, parts, supplies and equipment, both tangible and intangible, including, but not exclusively, designs, plans, programs, systems, techniques and any rights and interest in such property.
- g. Scope of Work: Detailed outline of the location, project description, timeline, and deliverables.
- h. Services: Includes services performed, workmanship, and materials furnished or utilized in the performance of services, including any deliverables.
- i. State of Idaho Board of Land Commissioners or Land Board: The State Board of Land Commissioners (Land Board) is comprised of Idaho's Governor, Secretary of State, Attorney General, Superintendent of Public Instruction, and State Controller. The Land Board serve as the trustees for more than 2.4 million acres of state endowment trust lands in Idaho, with the State 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 State in its regulatory and assistance duties, and in managing Idaho's public trust lands.

2. CONTRACTOR RESPONSIBILITY

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

3. REGISTRATION WITH SECRETARY OF STATE AND SERVICE OF PROCESS

- a. Contractor must independently verify whether it is required by Idaho law to register its business entity or assumed business name with the Idaho Secretary of State and, if required to do so, must remain in good standing during the term of this Agreement.
- b. Regardless of its registration with the Idaho Secretary of State, and in addition to any methods of service allowed by Idaho law, Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested, at its last known address. Contractor must notify the State in writing of any change of address to which service of process can be made. Service shall be completed upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor shall have thirty calendar days after completion of service in which to respond.

4. SUBCONTRACTING

Unless otherwise allowed by the State in this Agreement, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of this Agreement or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of responsibility for the professional and technical accuracy and adequacy of the work. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the Agreement by Contractor's subcontractor or its sub-subcontractor.

5. ASSIGNMENTS

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

6. ANTIDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Acceptance of this Agreement binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964 in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for Agreements 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 Agreement. The Contractor must include this provision in every subcontract relating to purchases by the State to insure that subcontractors and vendors are bound by this provision.

7. RESTRICTIONS ON AND WARRANTIES – ILLEGAL ALIENS

Contractor warrants this Agreement is subject to Executive Order 2009-10 [http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html]; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the Agreement price, per violation, and/or termination of its Agreement.

8. INSURANCE REQUIREMENTS

- a. Contractor shall obtain and maintain insurance at its own expense as required herein for the duration of this Agreement, and comply with all limits, terms and conditions stipulated. Policies shall provide, or be endorse to provide, all required coverage. Contractor shall provide certificates of insurance or certified endorsements as applicable for the insurance required. Contractor shall not commence work under this Agreement until satisfactory evidence of all required insurance is provided to the State.
- b. All insurance, except for Workers Compensation, and Professional Liability/Errors and Omissions shall be endorsed to name the State of Idaho, the State Board of Land Commissioners, and the Idaho Department of Lands as Additional Insured.
- c. All insurance shall be with insurers rated A-, VII, or better in the latest Bests Rating Guide, and be in good standing and authorized to transact business in Idaho. The coverage provided by such policies shall be primary. Policies may contain deductibles, but such deductibles shall not be deducted from any damages due the State.
- d. If any of the liability insurance required for this Agreement is arranged on a "claims-made" basis, then "tail coverage" will be required at the completion or termination of this Agreement for a duration of twenty-four (24) months thereafter. Continuous "claims-made" coverage will be acceptable in lieu of "tail-coverage" provided the retroactive date is on or before the effective date of this Agreement, or twenty-four months "prior acts" coverage is provided. Contractor will be responsible for furnishing certification of "tail coverage" or continuous "claims-made" coverage.
- e. 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.
- f. Contractor shall maintain insurance in amounts not less than the following;

(1) Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a combined single limit of not less than \$1,000,000 each occurrence, \$2,000,000 annual aggregate. The CGL shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

(2) 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) Worker's Compensation Insurance

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

(4) Professional Liability/Errors and Omissions Coverage

The Contractor shall maintain professional liability insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$1,000,000, or the equivalent. Annual aggregate limit shall not be less than \$2,000,000.

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

9. TAXES

The State is generally exempt from payment of Idaho State Sales and Use Tax for property purchased for its use under the authority of Idaho Code, Section 63-3622 as a government instrumentality. In addition, the State is generally exempt from payment of Federal Excise Tax under a permanent authority from the district Director of the Internal Revenue Service. Exemption certificates will be furnished upon written request by the Contractor. If the Contractor is required to pay any taxes incurred as a result of doing business with the State, it shall be solely responsible for the payment of those taxes. If the Contractor is performing public works construction (installation of fixtures, etc.), it shall be responsible for payment of all sales and use taxes as required.

10. LICENSES, PERMITS & FEES

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

11. INDEMNIFICATION

- a. Contractor shall indemnify, defend, and save harmless the State, its officers, agents, employees, and volunteers from and against any and all liability, claims, damages, losses, expenses, actions, settlements, attorneys' fees, and suits whatsoever caused by, arising out of, or in connection with Contractor's acts or omissions under this Agreement or Contractor's failure to comply with any state or federal statute, law, regulation, or rule.
- b. Upon receipt of the State's tender of indemnity and defense, Contractor shall immediately take all reasonable actions necessary, including, but not limited to, providing a legal defense for the State, to begin fulfilling its obligation to indemnify, defend, and save harmless the State. Contractor's indemnification and defense liabilities described herein shall apply regardless of any allegations that a claim or suit is attributable in whole or in part to any act or omission of the State under this Agreement. However, if it is determined by a final judgment that the State's negligent act or omission is the sole proximate cause of a suit or claim, the State shall not be entitled to indemnification from Contractor with respect to such suit or claim, and the State, in its discretion, may reimburse Contractor for reasonable defense costs attributable to the defense provided by any Special Deputy Attorney General appointed pursuant to section 12.c.
- c. Any legal defense provided by Contractor to the State under this section must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code Sections 67-1401(13) and 67-1409(1).

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

In no event shall any official, officer, employee or agent of the State be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation or outside the terms of this Agreement.

13. RISK OF LOSS

Risk of loss and responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects,

fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under this Agreement.

14. PROHIBITED CONTRACTS

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

15. SAFETY INFORMATION

- a. The Contractor assumes full responsibility for the safety of his employees, equipment and supplies.
- b. Contractor guarantees that all items provided by Contractor in performance of this Agreement meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act, Consumer Product Safety Council, Environmental Protection Agency, or other regulatory agencies.

16. USE OF THE IDAHO DEPARTMENT OF LANDS NAME

Contractor agrees that it will not, prior to, in the course of, or after performance under this Agreement, 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.

17. CONTRACT TERMINATION

a. TERMINATION FOR CAUSE WITH NOTICE:

1. The occurrence of any of the following events shall be an Event of Default under this Agreement:
 - a. A material breach of any term or condition of this Agreement; or
 - b. Any representation or warranty by Contractor in response to the Solicitation or in this Agreement proves to be untrue or materially misleading; or
 - c. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - d. Any default specified in another section of this Agreement.
2. The State may terminate this Agreement (or any order issued pursuant to this Agreement) when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days. If the Agreement is terminated for default or non-compliance, the Contractor will be responsible for any costs resulting from the State's placement of a new Agreement and any damages incurred by the State, as a result of the default. The State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.
3. Upon written notice of default, Contractor shall be in breach of its obligations under this Contract and the State shall have the right to exercise any or all of the following remedies:

- a. Exercise any remedy provided by law or equity;
- b. Terminate this Agreement and any related Agreements or portions thereof;
- c. Impose liquidated damages as provided in this Agreement;
- d. Suspend Contractor from receiving future bid solicitations;
- e. Suspend Contractor's performance;
- f. Withhold payment until the default is remedied.

b. TERMINATION FOR CAUSE WITHOUT NOTICE

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

c. TERMINATION FOR CONVENIENCE

1. The State may terminate this Contract for its convenience in whole or in part, if the State determines it is in the State's best interest to do so.
2. After receipt of a notice of termination for convenience, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
 - a. Stop work.
 - b. Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Agreement.
 - c. Terminate all subcontracts to the extent they relate to the work terminated.
 - d. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts.
3. Unless otherwise set forth in the Solicitation, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Agreement had been fully performed:
 - a. The Agreement price for Deliverables or services accepted by the State and not previously paid for; and
 - b. The total of:
 - i. The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to deliverables or services paid or to be paid;
 - ii. The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Agreement; and

- iii. Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.
- 4. The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

d. **TERMINATION FOR FISCAL NECESSITY**

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

18. **CONTRACT ADMINISTRATION**

- a. The Contracting Officer Representative will administer the Agreement as required in all specifications.
- b. The Contracting Officer Representative has the following authority in addition to that delegated to him in other portions of this Agreement.
 - (1) Decide questions of fact arising in regard to the quality and acceptability of materials furnished and all work performed.
 - (2) Make recommendations for payment.

19. **FORCE MAJEURE**

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

20. GOVERNING LAW

This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho. Any action to enforce this Agreement shall be brought in Ada County, Boise, Idaho.

21. MODIFICATION

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

22. ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties with respect to the subject matter hereof. Where terms and conditions specified in the Contractor's response differ from those specifically stated in this Agreement, the terms and conditions of this Agreement shall apply. In the event of any conflict between these standard terms and conditions and any special terms and conditions applicable to this acquisition, the special terms and conditions will govern. This Agreement may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

23. 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.

24. CONFIDENTIAL INFORMATION:

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

- a. Is or was in the possession of Contractor before being furnished by the State, provided that such information or other data is not known by Contractor to be subject to another confidentiality agreement with or other obligation of confidentiality to the State;

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

25. NON-WAIVER

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

26. NO WAIVER OF SOVEREIGN IMMUNITY

In no event shall this Agreement or any act by the State, be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the State. This section applies to a claim brought against the State only to the extent Congress has appropriately abrogated the State's sovereign immunity and is not consent by the State to be sued in federal court, or a waiver of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

27. ATTORNEYS' FEES

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

28. EXAMINATION AND AUDIT

Contractor agrees that the State or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

29. ADEQUATE ASSURANCE OF FUTURE PERFORMANCE

If the State has reasonable grounds to question Contractor's ability to perform the Agreement, the State may demand adequate assurance from Contractor. Contractor shall respond within 30 calendar days of such demand.

30. 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.

31. 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.

32. TIME IS OF THE ESSENCE

Time shall be of the essence in connection with Contractor's performance of its obligations under this Contract.

33. PAYMENT

Payment will be made in accordance with Idaho Code 67-2302 with the method described in the Scope of Work and after receipt of the Contractor's itemized invoice for satisfactorily completed work. Total payments under this Agreement shall not exceed \$XXXX.

It is understood that full payment for all services provided under the Agreement is fully burdened to include, but is not limited to, all Contractor's costs of labor, materials, equipment, deliverables and expenses including advertising, postage, copy costs, and all other costs normally associated with the cost of doing business unless otherwise provided elsewhere in this Agreement.

34. AGREEMENT TERM

This Agreement will become effective once signed by all parties. The Contractor and Contracting Officer Representative will discuss the Agreement terms, work performance requirements, and tentative work schedule. The Agreement will expire (*either one year from its effective date OR on a specific date*), unless terminated earlier by the State under any of the provisions of paragraph 17 of this contract.

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 Land Surveying

The Contractor must complete the contract work by or under the direction of a licensed land surveyor in the state of Idaho. The Contractor shall be responsible for conducting the survey to meet the precision of accuracy required by Idaho Code. The Contractor will provide for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, fieldwork, and other services furnished under this contract. The Contractor shall, without additional compensation, timely correct or revise any errors or deficiencies in their designs, drawings, specifications, fieldwork, and other services.

Neither the IDL's review, approval or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to the IDL in accordance with applicable law for all damages to the IDL caused by the Contractor's negligent performance of any of the services furnished under this contract.

1. ADDITIONAL INSURANCE REQUIREMENTS

a. Professional Liability/Errors and Omissions Coverage

For negligent acts, errors or omissions with a minimum liability limit of \$300,000 per Claim/Annual Aggregate for one year upon execution of this document.

2. ADDITIONAL DEFINITIONS AND TERMS

- a. Control Survey: The measurements necessary to develop a horizontal coordinate network that relates the true relationships of all controlling monuments and points. The control survey must encompass the prorated positions of all lost and obliterated corners whose positions will define the locations of the lines and subdivision corners for the property to be surveyed. The surveying techniques may include closed traverses, triangulation, resection, or approved global positioning methods (GPS).
- b. Primary Control: That portion of the control survey which locates and rehabilitates all existing monumented corners, and restores and/or remonuments all lost or obliterated corners needed for control to identify the location of GLO corners, subdivision corners, and property lines for the property to be surveyed.
- c. Secondary Control: That portion of the control survey which deals with the subdivision of property, the establishment of corner locations, and the identification of property line location(s) to facilitate the marking and posting of such property line(s).
- d. Accessory to a Corner: Any exclusively identifiable physical object whose spatial relationship to the corner is recorded. Accessories may be bearing trees, bearing objects, monuments, reference monuments, line trees, pits, mounds, charcoal-filled bottles, steel or wooden stakes, or other objects.
- e. Corner: A property corner, or a property controlling corner, or GLO, or any combination of these.
- f. Corner Maintenance: The rehabilitation of a corner short of replacing the monument. The work includes verifying that the monument is in position and firmly set, the perpetuation of existing bearing trees and/or bearing objects, including replacement of bearing tree tags, painting of bearing trees, and the replacement of lost bearing trees and/or bearing objects to contract specifications of those established corners visited during the course of the contract. A corner perpetuation and filing (CP&F) form must be filed if new bearing trees or bearing objects are established.
- g. Corner Perpetuation and Filing (CP&F): The reporting of the property corner to the GLO as determined by a Professional Land Surveyor.

- h. Corner Remonumentation: The placement of a monument at the true original position of the corner, beyond reasonable doubt, from evidence remaining of the original monument or accessories such as bearing trees and/or bearing objects, or from acceptable evidence or testimony that bears upon the original position. The details of the remonumentation relative to the original survey notes, testimony, or collateral evidence must be spelled out in the corner perpetuation and filing record.
- i. Corner Restoration: The placement of a monument by proportionate measurement after every means has been exercised that might aid in identifying the corner's true original position. The corner position cannot be located, beyond a reasonable doubt, from traces of the original marks or from acceptable evidence or testimony that would bear upon the location of the original corner. The details of the re-establishment and remonumentation are to be explained on the CP&F record.
- j. Diameter Breast Height (DBH): A point on the tree stem 4.5 feet above the average ground level.
- k. General Land Office (GLO): A department created to oversee surveying and platting of public lands. The General Land Office (aka: Government Land Office), merged with the United States Grazing Service and is now part of the Bureau of Land Management (BLM).
- l. Manual: Acceptable reference to the Manual of Surveying Instructions for the Survey of Public Lands, published by the United States Department of Interior, Bureau of Land Management, 2009.
- m. Mark and Post: The property boundary line segments to be marked on the ground for the purpose of perpetuating such line(s). The procedure includes a combination of clearing brush, small trees, and debris along the line; blazing and painting line trees; setting metal posts and metal rebar with plastic survey caps on line; securing section location tags at road crossings and securing property boundary line signs/decals on set metal posts and/or trees with reference to the established true line.
- n. Monument: A physical structure that occupies the exact position of a corner.
- o. Property Corner: A geographic point on the surface of the earth, and is on, a part of, and controls a property line.
- p. Reference Corner: A special monument that does not occupy the same geographic position as the corner itself, but whose spatial relationship to the corner is recorded, and which serves to witness the corner.
- q. Subdivision Corners: Property corners that were not established by the original GLO. They include the center 1/4 corner, 1/16 corners, lot corners, and any subdivisions thereof. Such corners shall be established in accordance with rules outlined in "Restoration of Lost or Obliterated Corners and Subdivisions of Sections." 1974. United States Department of Interior, Bureau of Land Management. CP&F record is required.

3. GENERAL ADMINISTRATION

- a. Before starting work, the Contractor shall contact the appropriate IDL Supervisory Area to discuss with the FIC the contract terms and work performance requirements.
- b. The Contractor will notify the FIC when the posting and marking of lines and the setting of associated corners have started on each unit. Contractor will also notify the FIC when the field work has been completed on each unit.
- c. The FIC will administer the contract as required in all specifications.
- d. Inspection reports will be furnished to the Contractor by the FIC so that any deficiencies may be corrected as contract work progresses.
- e. Disputes between the FIC and the Contractor will be resolved by the IDL.
- f. The FIC has the following authority in addition to that delegated to him in other portions of this contract.
 - (1) Decide questions of fact arising in regard to work performance.
 - (2) Make recommendations for payment.

- g. Termination due to poor performance will result in the Contractor being removed from the list of qualified surveyors.

4. ITEMS TO BE FURNISHED BY THE IDL

- a. The IDL will furnish the following items unless stated in the Project Description(s):

- (1) Aluminum or brass-capped pipe monuments.
- (2) Section corner location posters.
- (3) Bearing tree signs.
- (4) Aerial photographs.
- (5) Metal posts, and/or other monuments (as specified in the project description).
- (6) IDL boundary line tags, or self-adhesive decals (as specified in the project description).
- (7) A designated number of man-days of guide service as per the project description.
- (8) Maps and corner evidence information that may be available at the Supervisory Area office.
- (9) Paint ("Areo-spot" or equivalent), unless stated otherwise in the project description.

The Contractor will be responsible for picking up the above supplies at the appropriate Supervisory Area/Forest Protection District office.

- b. All unused materials supplied by the IDL will be returned to the IDL prior to final payment. Monuments, posts, and aerial photographs will be accounted for individually, and the price of those not accounted for will be deducted from the final payment on IDL-cost basis.

5. ITEMS TO BE FURNISHED BY THE CONTRACTOR

- a. The Contractor will furnish all labor, equipment, instruments, tools, supervision, transportation, material, and incidentals not furnished by the IDL necessary to satisfactorily complete this contract.
- b. Other items per Project Description(s).
- c. Upon completion of each project, The Contractor will furnish the following items which pertain to the survey to the IDL: All electronic maps and plats submitted will meet the digital standards outlined in "Records and Reports" below.
 - (1) One photocopy or electronic copy (word or PDF) of all field survey notes (upon request).
 - (2) One copy of the survey control diagram and computations (upon request).
 - (3) A digital listing of the geodetic control point table in comma delineated ASCII format. Data arrangement shall be: Point number, ISP Northing, ISP Easting, Description, and Instrument Number.
 - (4) Digital or paper print copies for review of the "Record of Survey" plat by the FIC, prior to filing.
 - (5) Digital copies in DGN or DWG format and ESRI GIS shapefile format of the "Record of Survey" plat.
 - (6) One electronic (PDF) or paper copy for review by the FIC, of the State of Idaho Corner Perpetuation & Filing form (CP&F) prior to filing.

- (7) Digital copy of each state recordation form (CP&F) with recordation data in PDF format.
- (8) Digital copy of final recorded Record of Survey Plat in PDF format.
- (9) Digital copies of each "NGS OPUS Solution Report" in PDF format.
- (10)"Survey Report" (upon request).
- (11)A copy of the receipts for filing CP&F forms and record of survey.

6. SURVEY METHODS

- a. The Contractor shall select the methods and instruments to be used in the executing of the survey. It shall be the Contractor's responsibility to determine that the methods and instruments used are capable of attaining the required precision and accuracy specified by Idaho Code.
- b. All remonumentation of corners shall be performed in accordance with Idaho state statutes and with the rules for the survey of public lands. The rules are set forth in the Manual.
- c. All surveys and resurveys necessary to define IDL boundaries and monumenting of corners shall be performed in accordance with Idaho state statutes and with the rules for the survey of public lands. The rules are set forth in the Manual
- d. A traverse of the tract boundary should follow the true lines between corners. However, random lines will be permitted provided all angle points are marked in such a manner to permit retracement of the lines.

In running random lines and/or traverses preparatory to establishing corner locations, clearing of brush will be held to a minimum. Clearing with power saws is permissible, but in no case shall merchantable trees over six inches (6") diameter breast height be cut without the approval of the FIC. Random lines shall be run on IDL lands whenever feasible.

If the Contractor fells or damages merchantable tree(s) with a DBH of six inches (6") or larger, without the IDL's permission, the Contractor may be held liable for the full market value of said tree(s).

- e. Each corner position established must be part of a closed traverse or Global Positioning System network. The true line will be part of a closed traverse.

7. GEODETIC AND DIGITAL REQUIREMENTS

- a. Recover and/or establish geodetic survey control sufficient to meet the requirements of this scope of work:
 - 1) All survey positions shall be referenced to the National Spatial Reference System (NSRS), maintained by the National Geodetic Survey (NGS). The coordinates of a minimum of two monuments shall be reported in both geographic coordinates and the "Idaho State Plane Coordinate System" and comply with Idaho Code Title 55-Chapter 17.
 - 2) The datum shall be NAD83 and the appropriate epoch and/or date of adjustment, provided by the NGS for the NSRS control stations or Continuously Operating Reference Stations (CORS) used.
 - 3) The unit of measurement shall be the U.S. Survey Foot.
 - 4) The basis of bearing for all surveys must be astronomic from celestial observations and/or geodetic azimuths derived from Global Positioning System (GPS) receivers.
- b. All positioning determined by GPS methods shall meet or exceed the accuracy standards and specifications of the Federal Geographic Control Committee (FGCC) "Standards and Specifications for Geodetic Control Networks" for Third Order, Class I surveys or as directed by the FIC.

- 1) Geodetic control coordinates should be obtained for a minimum of two Public Land Survey System (PLSS) monuments per project. The corner ties should be made to NGS control stations or CORS. They will be used as the coordinate basis for the survey.
- 2) The preferred method is to establish ties from PLSS corners to the NSRS directly using Online Positioning User Service (OPUS) or OPUS-RS solutions, obtaining coordinate positions from CORS. Geodetic information should be observed on monumented corner positions only.
- 3) Should it be impossible to occupy and observe GPS on PLSS monuments, set a minimum of two geodetic control monuments using standard IDL aluminum monuments or the equivalent. They shall be marked with a Triangle, the contract name, and a consecutive number; e.g. Center Smith 1, Center Smith 2, etc. Use NGS OPUS to directly observe geodetic ties to the NSRS. They shall be used as the coordinate basis for the survey and positioning PLSS monuments.
- 4) Each geodetic control monument set, will also require a metal attention post and a location tag, but no corner recordation is necessary.
- 5) A point table of all surveyed monuments listing Idaho State Plane coordinates shall be included on the Record of Survey. Information shown shall include: Point number or name, ISP Northing, ISP Easting, Description, and Instrument Number. **For the two monuments tied directly to the NSRS the Latitude, Longitude and Orthometric Height shall be also included.** The table shall include field names on the first line and conform to following example:

PNTID	NORTHING	EASTING	DESC	INSTNUM
101	1861919.99	2647242.73	BRASS CAP	137217
102	1856466.38	2652423.81	BRASS CAP	123538
103	1856447.17	2649833.99	ALUM CAP	213933

The table shall be clearly labeled with the datum, geoid model, and State Plane Coordinate Zone e.g., horizontal datum NAD 83, vertical datum NAVD 88, Geoid 99, Idaho State Plane West Zone.

8. RESEARCH AND CORNER SEARCH EVALUATION

- a. The Contractor will undertake a search for, verify the evidence of the monument and its accessories, and record all the pertinent information relating to corners and monuments affecting the legal boundary survey of the designated area.
- b. The IDL will furnish to the Contractor all corner search and evaluation record information that it possesses relative to the survey. However, any information given the Contractor by the IDL shall be construed as being for informational purposes only and that the sole responsibility for its accuracy and/or verification rests with the Contractor.

9. MONUMENTATION AND CORNER ACCESSORIES

General: The following specifications and instructions apply to any corner monument set or maintained under this contract.

- a. Monuments: The Contractor shall use only monuments supplied by the IDL, will be held accountable for all monuments supplied, and will be charged for any and all monuments mismarked, damaged, or otherwise unaccounted for during the contract period.

- b. Setting Monuments:

- (1) Monuments shall be set deep in holes dug for that purpose. The monument shall project no more than four (4) to six (6) inches above the ground unless prevented by bedrock or sheet rock (in which instance Section 4-13 of the Manual shall apply).

dirt to help hold the monument firmly in place. A protective mound of rock shall be built around the monument above the ground. If rock is not available within 100 feet of the corner, this paragraph can be ignored.

- (3) In remonumentation of existing corners, if an old monument is being replaced with a new one (such as substituting an aluminum pipe corner monument for an old marked stone) the stone should be placed in the hole alongside the aluminum pipe corner monument that replaces it. The stone shall be inverted and set below ground level to avoid any uncertainty as to whether the new corner post or the old rock monument now marks the true corner point location.

In the event that a corner has been previously and accurately monumented with a satisfactory brass cap, aluminum cap, concrete monument, or other approved monument, the setting of a new monument will not be necessary. However, the Contractor will post and record the corner as designated in this contract.

- (4) Where the corner point falls on surface rock preventing excavation, Section 4-13 of the Manual shall apply.
 - (5) Where the corner point falls exactly at the position occupied by a tree, Section 4-14 of the Manual shall apply.
 - (6) Where the corner falls in an existing road, the monument shall be buried to a depth so that the attached cap is at least twelve inches (12") below the surrounding road surface. At least two (2) reference monuments or bearing trees shall be established to such buried corners in the manner outlined in Section 4-17 of the Manual.
 - (7) Accessories to all corners monumented under this survey shall conform to the standards set forth in Sections 4-79 through 4-113, inclusive, of the Manual unless modified in the following paragraphs.
- c. Marks on the Monument: Monuments under this survey shall conform to the standards set forth in Sections 4-23 through 4-78, inclusive of the Manual.
- (1) Stampings will be made in capital letters and Arabic figures using steel dies, 1/8, 3/16, or 1/4 inch height. "9.e.9." below indicates how corner monuments will be marked.
 - (2) Stampings will include the license number of the licensed surveyor.
 - (3) Scribe lines on corner monuments will be oriented to coincide with the true bearings of the lines within plus or minus three degrees ($\pm 3^0$).
- d. Corner Posting: At each corner monumented or maintained, the Contractor will mark and post the corner location as follows:
- (1) Clear brush, small trees, and debris from around the corner monument. Proper care shall be exercised to avoid destroying original corner or corner accessory evidence during this operation.
 - (2) Attach "Bearing Tree" signs to all identifiable bearing trees, both old (original) and new (result of this contract).
 - (3) Drive a metal post into the ground within two feet (2') of the corner.
 - (4) Secure a "Section Location Poster" tag onto the metal post.
- e. Corner Accessories (Bearing Trees and/or Bearing Objects):

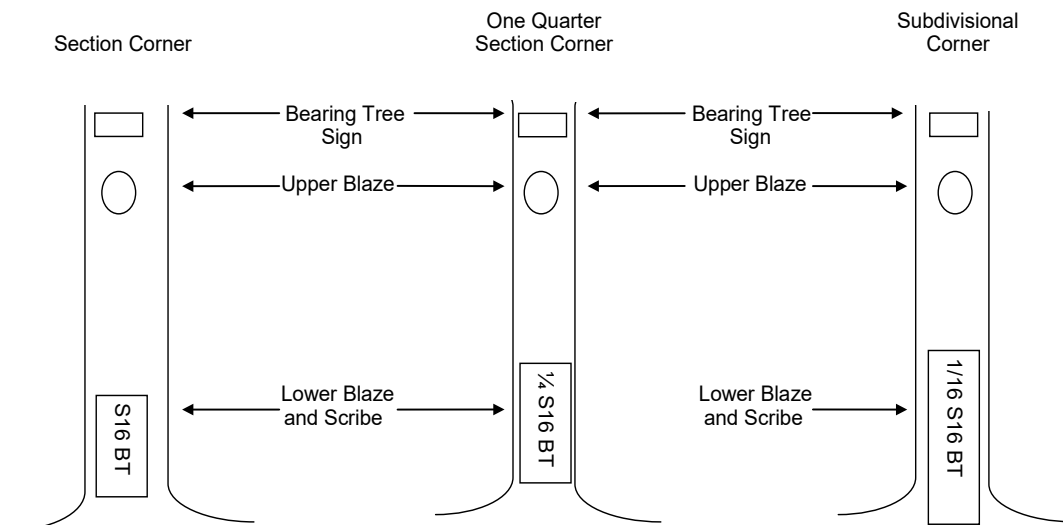
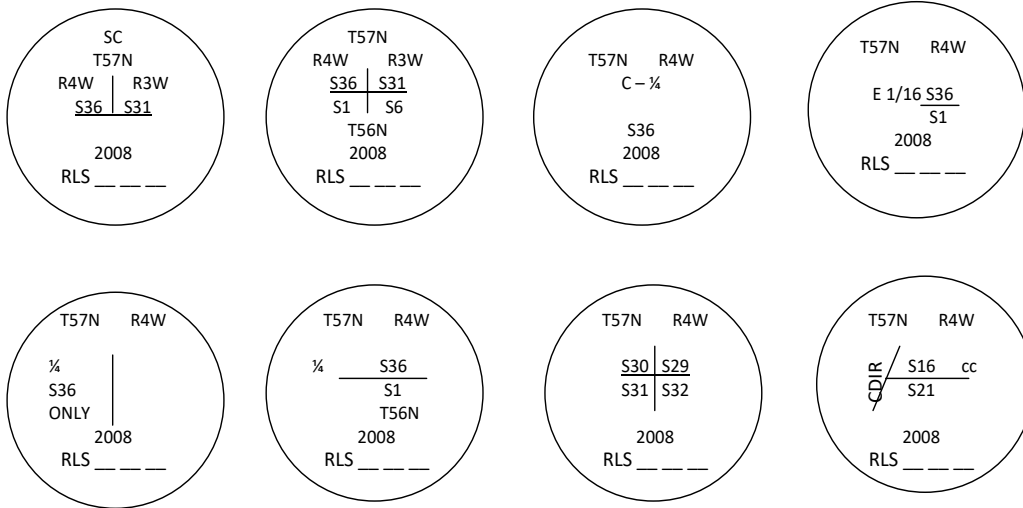
Sections 4-79 through 4-113 of the Manual shall be the basic authority for selection and marking of corner accessories (bearing trees and/or bearing objects), unless modified in the following paragraphs.

- (1) Number: All corners established, remonumented, or maintained shall require the following number of living bearing trees (B.T.'s) or other acceptable accessories:
 - a. Regular section corners - four (4), one in each quadrant.
 - b. Quarter section, subdivision (i.e., 1/16, 1/64, etc.), closing and meander corners - two (2), one on each adjoiner.
- (2) Vigor: Hardy, long-lived trees with a minimum diameter at breast height (DBH) of six inches (6") will be used whenever possible, if within three (3) chains (198 feet). Healthy, twelve-inch (12") to sixteen-inch (16") diameter at breast height (DBH) trees are preferred. If such trees are not available, reference monuments or bearing objects will be selected and marked. Hardy, long-lived trees are further described as:
 - a. Forty percent (40%) of total height in live crown and are young in appearance;
 - b. No extensive insect or disease activity evident;
 - c. No large breaks in bark or broken tops;
 - d. Short life trees such as birch, aspen, maple, and alder should not be used if other species are available.
- (3) Clearing: All limbs, brush, and debris between the corner and each accessory shall be cleared so as to provide an unobstructed view from the corner to the accessory to the corner.
- (4) Blazing: Each tree selected as a bearing tree will have two (2) blazes. Blazes shall face the corner location and each blaze shall be axed into the trunk so that the cambium layer is removed and the wood is flattened.
 - a. Lower blaze, approximately five inches (5") wide, eighteen inches (18") long, placed as close to the ground as possible, scribed as shown in "9.e.9." below relating to the specified corner.
 - b. Upper blaze, approximately five inches (5") square and approximately four and one-half feet (4 1/2') above the ground level.
 - c. Bearing tree sign will be placed above the upper blaze with aluminum nails leaving the nails projecting 1/2 inch to 3/4 inch from the bark surface to allow for tree growth.
- (5) Painting: A six-inch (6") band will be painted around the tree within six inches (6") of the B.T. sign. Rough-barked trees will be smoothed before painting. Both the upper and lower blazes will be painted. All painting is to be completed before the B.T. sign is attached to the tree.
- (6) Field Notes and Corner Records: All corner accessories shall be accurately described and recorded in the field notes as follows:
 - a. All bearing trees will be measured to the nearest inch at diameter breast height (DBH).
 - b. True bearing from the corner to the center of the accessory to the nearest one degree (1⁰).

- c. Horizontal distance from the corner to the center of the accessory to the nearest one-tenth of a foot (1/10'). Bearing tree centers relative to the corner should be marked with a nail to allow precise relocation of the monument should it be disturbed.

- (7) In the event a bearing tree must be opened for investigation, a new bearing tree must be marked. A minimum number of old B.T.s will be opened at any corner.
- (8) New bearing trees will be established to replace any missing or deteriorated bearing trees as directed by FIC.

Examples of corner monument and bearing tree markings:



10. MARKING AND POSTING LINES

Contractor will clear, mark and post all property boundary line segments as shown in the “marking and posting the boundary line example” shown below or as per the Project Description or per the FIC. All lines shall be established from true line or radial traverses, and must be straight lines connecting two monumented corners.

If an existing line is present and found to be in error, it shall be described in the field notes. The Contractor shall report the approximate location, length, width, acreage, and descriptive information regarding the erroneous line in his/her next communication to the IDL. Buildings, fencing, or other improvements found to be encroaching IDL land shall be shown on the Record of Survey. The FIC, per project description, may require the Contractor to use black paint to obliterate the erroneous line if painted.

- a. Clearing: Will consist of clearing away brush, small trees, and debris to allow visibility along the line. Clearing width will be kept to a minimum but not less than a three-foot (3') wide corridor. Tree limbs, small trees (DBH less than 6 inches), brush, and debris that blocks the

immediate view from point to point (blazes and/or metal posts), along the line necessary to determine the direction of the line will be removed. This material will be cut within one foot (1') of the ground level, bucked, limbed, and removed off line and scattered on the IDL side of the line.

On cooperative surveys, material to be removed off line and scattered can be deposited on either side of the line.

Where fencing is present, no felled material shall be left on the fence. The Contractor will be held responsible for any damage occurring to fences as a result of work performed under this contract.

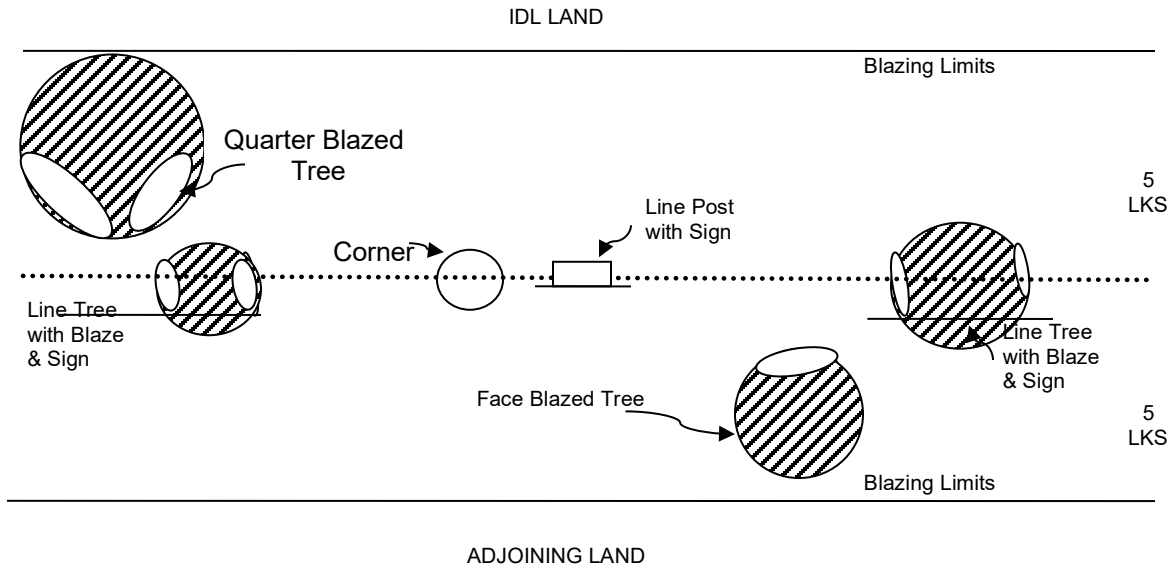
- b. Marking: The Contractor will blaze intervisible trees along the boundary line. Blazes shall be made into trees at breast height, removing a vertical strip of bark and a very thin layer of the underlying live wood tissue (cambium). These strips shall be between two inches (2") to four inches (4") wide and six inches (6") to eight inches (8") long. The top and bottom ends shall be smoothed out. All blazes will be painted thoroughly, covering all exposed wood and one inch (1") of the surrounding bark, with a heavy base tree marking paint. The color of paint to be used is specified in the attached project description(s).

Trees on Property Line. Face blazes on opposite sides, along-the direction of the line, so that the marks face a person proceeding along the line in either direction.

Trees on IDL Side of Property Line. Side (Face) blazes on trees less than or equal to sixteen inches (16") DBH, and quarter blazes on trees greater than sixteen inches (16") DBH (suitable trees adjoining, or nearest to, the line and not to exceed five links off line).

There will be instances when it is obvious that clearing or marking is not to be done on private land. For example, on property of persons known to be hostile to the IDL, along property lines of resorts, summer homes, etc.

MARKING AND POSTING THE BOUNDARY LINE EXAMPLE



- c. Posting: The lines will be marked with metal posts at set intervals not to exceed 200 feet as specified in the attached project description(s) or by the FIC. All posts driven into the ground must be within one foot (1') of the true boundary line.
- d. Signs/Decals:
 - (1) "Boundary State Land" signs and/or self-adhesive decals will be secured onto set metal posts and/or line trees as specified in the attached project description(s).
 - (2) "Section Location Poster" signs will be placed to take advantage of ridge top, stream, trail crossings, and ALL road crossings. At road crossings, the distance and azimuth to the nearest corner will be marked on all posters. Posters will be placed on the backside of trees away from the road. An "X", with each leg being a minimum of one inch (1") in width, shall be blazed on the roadside and painted, or as otherwise described in the attached project description. The cambium layer of the tree shall be removed from the blaze prior to painting. If an acceptable tree is not located within five feet (5') of the true line, a metal post will be located on line and a poster attached to the backside of the post.

11. RECORDS AND REPORTS

The Contractor shall, as a requirement of the survey, prepare and/or file the following records and reports in accordance with State instructions.

- a. The Contractor shall record field notes in writing, in a standard waterproof field book, or by electronic data collectors. Either method shall provide a complete and legible record of all field work.
 - (1) All field notes shall be available for inspection by the IDL upon request of the FIC.
 - (2) The rough field notes will be maintained in their original state and free from erasures. The notes shall be neatly recorded in bound field notebooks, or, if in loose-leaf form, will be securely bound between stiff covers to form a book.
 - (3) The original field book or books, which shall remain the property of the Contractor, shall have the contract number and name printed in ink on the cover of each book which shall be sequentially numbered; i.e., Book 1 of 1, 1 of 2, 1 of 3, etc.
 - (4) At the beginning of each working day, the book shall show the names and duties of field party, date, prevailing weather conditions including approximate temperature, and the location of the work to be performed in relation to the overall project; i.e., "running westerly along section line between Section 2 and 11."
 - (5) Notes must be recorded in such a fashion as to allow another technically qualified person to retrace the identical survey without consultation with the Contractor.

- (6) The books shall contain all survey notes relating to the recovery and verification of original corner marks and accessories, as well as information (bearing, distances, and descriptions) of any monument of evidence indicating a previous survey, whether recorded or not; the establishment of new monuments and accessories; and marking points on property line. The notes must include all data relating to the method of determining bearing, angular and distance measurements; method of determining slope and offset measurements; and any other data which may have bearing on analysis of the survey.
- (7) Sketches shall be shown in the field notebook for ties between corner monuments and accessories, ties to buildings, or other man-made improvements within 100 feet of true line and whenever needed to clarify the notes and procedures used.
- (8) Books will contain a page index in the front of the book showing a brief description of work and will also contain a small scale summary sketch showing the lines run.
- (9) Certification of field notes. Immediately following the last page used in the notebook, a proper statement of certification is to be made as to the work which is contained in the numbered pages of the book.
- (10) If the Contractor uses an electronic data collector, the following shall be furnished to the IDL:
 - a. A paper print of the original field measurements (including erroneous data) prior to any editing, manipulation, or adjustment.
 - b. A paper print of the data formatted in a manner that will permit the FIC to relate the data to the control diagram, field books, and any computations performed with the data.
- b. Survey Plat - The Contractor will prepare and have filed in the official records of the county or counties in which the survey is located, a "Record of Survey" plat of the boundary survey. The "Record of Survey" will be prepared in accordance with the Code of the State of Idaho ([I.C. 50-1304](#)). In addition to these requirements, the plat will show:
 - (1) The true surveyed bearing and distance for each line surveyed, as well as the original distance and bearings between adjacent corners as taken from the official GLO record. The date of the official GLO survey shall also be included on the plat.
 - (2) The plat shall contain the drawing, including the legend, legal description, title, North arrow, scale, bearings, distance, the date, and the surveyor's certification with his official seal and signature.
 - (3) Basis of bearing, instruments, and methods will be stated on the plat.
- c. Idaho Corner Perpetuation and Filing Requirements - A surveyor shall complete, sign, and file with the county clerk and recorder of the county where the corner is situated, a State of Idaho Corner Perpetuation & Filing Act form for the establishment or restoration of each corner. Such a filing shall be made for every survey corner and accessory to such corner that is established, reestablished, monumented, remonumented, restored, rehabilitated, perpetuated, or used as control in any survey. The survey information shall be filed within ninety (90) days after the survey is completed, unless the corner and its accessories are substantially as described in an existing corner record filed in accordance with the provisions of this act. The corner data shall be entered in to the Multi State Control Point Database.
- d. "Survey Report" - The Contractor shall, upon request, provide a comprehensive narrative of pertinent data relating to the survey. This includes, but is not limited to, the following:
 - (1) Method, procedure, and equipment used.
 - (2) Conflicts and encroachments.
 - (3) Landowner contacts and affidavits.
 - (4) Dates of surveys.
 - (5) Prior survey history and disposition.
 - (6) Description of basis of bearings.

(7) Key personnel and function.

- e. Digital Drawing Submission Standards - IDL has developed standards for the submission of digital files containing plats and maps associated with surveying projects to ensure usable and correct information is delivered and can be used in conjunction with the department's GIS and Land Records systems.

(1) For CAD Drawing Files (AutoCAD DWG & DXF, Bentley/Microstation DGN)

- a. Coordinate system and projection used in the drawing must be defined and visible on the drawing. If not specified on the drawing, it must be documented somewhere else (written on the CD, included in a Word document). Information must include:
 - i. Name of coordinate system and projection
 - ii. State plane, Idaho Coordinate System
 - iii. Horizontal and vertical (if appropriate) datum (ex. Idaho State Plane, West Zone, datum NAD83 or NAD27)
 - iv. Horizontal and vertical (if appropriate) units of measure (ex. feet or meters)
 - v. No local coordinate system will be used. All digital deliverables must represent the true coordinate system.
- b. Where the survey is to determine the boundary of a parcel, then the boundary must be included on one layer by itself; no other features can be present on the layer. If the survey is intending to reflect a linear feature, such as a centerline, then the centerline must be included on one layer by itself. Corners, monuments and other point features must also be on a separate layer.
- c. The layer name must have the word "DISCLAIMER", "EASEMENT", "RIGHT-OF-WAY" or some other name which clearly identifies the layer and the feature which it represents.
- d. Parcels must be represented as closed polygons on single layers; they cannot be represented by multiple layers which by themselves do not close.

(2) For ESRI (ArcView, ArcGIS) Shapefiles - Information must include:

- a. All shapefiles must have a projection file (.prj) with the correct coordinate system defined.
- b. All shapefiles shall have all drawing elements such as title blocks, callouts, text, neatlines, dimensions, scalebars, etc. removed.
- c. For cadastral surveys, the shapefile shall contain boundaries and corner locations in addition to any other features specified in the contract.
- d. For topographic surveys, the shapefile shall contain topographic contours, spot elevations and any features used to develop the 3D model upon which the contours were based (i.e. breakline features such as roads, streams, edge of pavement, building footprints, etc.). All contours and spot elevations shall be 3D with elevation attributes associated with each feature. Other map features shall be present if specified in the contract.
- e. In all other cases, delivered shapefiles shall contain only those mapped features specified in the contract.
- f. At a minimum the following component files shall be included: .shp, .shx, .dbf, .prj

ATTACHMENT 2

PROJECT DESCRIPTION Land Survey

SUPERVISORY AREA: Southwest

PROJECT NAME: Rough House Survey

PROJECT NUMBER: 60-0384-400-24

PROJECT LOCATION:

This project is located in Boise County, approximately 4.5 miles southwest of Centerville, Idaho. This survey will establish the State ownership boundaries located within Sections 33 and 34, Township 7N, Range 4E, and Sections 3 and 4, Township 6N, Range 4E, Boise Meridian. See the attached maps showing the lines and corners to be established and the land ownership pattern.

PROJECT REQUIREMENTS:

This land survey project will:

1. Require a control survey.
2. Maintain 4 existing GLO corners as shown on the project map.
3. Establish three (3) subdivision corners as shown on the project map.
4. Mark and post approximately 3.25 miles of property boundary lines as shown on the project map.
5. Prepare and record CP&F records for each corner monumented and provide one (1) copy of each to the state.
6. Prepare record of survey and provide one (1) mylar copy of the plat to the State.

PROJECT ACCESS/CONDITIONS:

Travel time from Boise is about 2 hours. Gravel surface roads provide access to a network of unsurfaced secondary and spur roads. Some of the roads within the project area will require ATV use due to brush encroachment. All controlling corners are within 1,700' of an ATV accessible road. Elevations range from 4,500' – 4,800'. The lines to be marked and posted traverse moderate to highly rugged terrain, along multi-aspect slopes, through mature timber with a brush understory. The snow free work season normally lasts from May through the middle of November.

SPECIAL TERMS:

1. Marking and Posting - Survey lines designated on the attached map for marking and posting shall be delineated with "Boundary of State Lands" signs. Signs will be attached to boundary line trees, or attached to metal posts when trees are not available. Signs will be placed to

take advantage of ridgetop, stream, road, and trail crossings. Signs and metal posts will be provided by the state and are to be set intervisible at no more than 250' intervals or as specified by the FIC.

2. Painting - Lines blazes, bearing trees, and/or bearing objects will be painted with red paint. The paint will be provided by the state.

PERIOD OF PERFORMANCE:

Contract work may commence once the contractor has received a signed copy of the contract and has had a pre-work conference with the contract supervisor. The Contractor will complete all work on this project by 6/30/25. The start date will be determined by the amount of snow within the project area.

INFORMATION:

Contact information will be provided in final contract

SUBMISSION REQUIREMENTS

Submittals not provided in the following format will complicate the evaluation and comparison process and may, therefore, be declared non-responsive.

Mandatory Requirements

The offeror must provide the following within their SOQ to be considered Responsive:

1. Land Surveying Firm Information Form (Page 42)

Failure to provide this information may be cause for the proposal to be rejected.

Contractor Organization

Describe your organizational structure and explain how your organization qualifies to be responsive to the requirements of this RFSOQ package.

Completed Company Profile

- Describe your Firm's history, size, resources, personnel, special expertise, volume of work, and financial stability along with any other information that would be helpful to characterize the Firm.
- Provide a professional resume for each key person proposed to be assigned to IDLs' projects.
- Provide copies of professional licenses for each key person proposed to be assigned to IDL's projects.
- Provide copies of required Certificates of Insurance and minimum coverage amounts for each policy of insurance included but not limited to workers compensation, employers' liability, commercial liability, automobile liability and professional liability as identified in the draft contract.

Firm Qualifications and Experience

Describe your staff's qualifications and experience providing similar services and goods described in this RFSOQ package.

- Describe former land surveying projects designed or executed by the Firm that demonstrate the Firm's experience and competence.
- Discuss how the Firm provides leadership to facilitate teamwork and communication among all parties.
- Describe the proposed roles and responsibilities of key personnel.
 - Include an organizational chart of a typical project team.
 - Extensive descriptions of vaguely related projects are discouraged.
- List all projects for which you have performed similar work in the past five (5) years:
 - Identify those performed for government entities, in particular, those projects related to state endowment trust lands.
 - For each project listed, include the name, title, address, phone number, and email address of a person who may be contacted regarding your

performance on the project.

- Identify any projects listed for which the Firm worked in an auxiliary capacity or in a venture or partnership. Include the name, title, address, phone number, email address and a contact person of the lead firm.

Resumes

The SOQ must clearly indicate how many staff will be in the field, any specialized roles that these persons will perform, and must show technical competence.

The offeror shall provide resumes for each staff member responsible for design, implementation, project management, or other positions identified in the requirements of the RFSOQ package. Resumes shall include education, experience, license, and/or certifications.

References

The offeror shall provide a minimum of three (3) trade references including the names of persons who may be contacted, position of person, addresses, and telephone numbers where products and services similar in nature to the requirements of this RFSOQ package have been provided.

IDL reserves the right to investigate and confirm the Firm's wherewithal to perform the contemplated scope of services. This may include financial statements, bank references, and interviews with past consultants, employees, or creditors. Unfavorable responses to these investigations are grounds for rejection.

Additional Considerations points will be awarded for clarity, completeness and quality of submission.

STATEMENT OF QUALIFICATIONS RESPONSE FORMAT

It is essential that the IDL be able to easily match a Contractor's response with this RFSOQ's requirements for information.

The SOQ shall be submitted according to the format outlined in the Evaluation Criteria in Section 6. Number each section according to the Evaluation Criteria. SOQs not submitted in the required format may complicate the evaluation and comparison process and may therefore be declared non-responsive and may not be evaluated.

SOQs shall be based only on the material contained in this package. The package includes addenda and any other material published by the IDL pursuant to the package. The offeror is to disregard any previous draft materials and any oral presentations it may have received. All responses to the requirements of this RFSOQ package must clearly state whether the proposal will satisfy the referenced requirements, and the manner in which the requirement will be satisfied.

METHOD OF EVALUATION AND AWARD

Evaluation Criteria

Statements of Qualifications (SOQs) that are determined to be responsive (submitted by the deadline, with all deliverables, and in the correct format) will be evaluated to determine how closely the SOQ meets IDL's requirements. Evaluation and scoring of SOQs will be conducted beginning July 16, 2024 and ending July 17, 2024.

When the SOQs are evaluated, the points awarded for each component will be based on a comparison between the SOQ and the RFSOQ criteria. The total points awarded for each component will be added together to create the final scores and associated vendor ratings. The evaluation components, including the maximum points that may be awarded, are as follows:

Item	Criteria to Evaluate	Points Available
1	Company Profile	200
2	Experience	700
3	Additional Considerations	100
	Totals	1000

Company Profile Points

Of the 200 points available for the Completed Company Profile, the distribution is explained in the following chart:

Completed Company Profile Point Distribution	Points Available
Describe your Firm's history, size, resources, personnel, special expertise, volume of work, and financial stability along with any other information that would be helpful to characterize the Firm.	100
Personnel (Include a professional resume for each key person proposed to be assigned to the Agency's projects, with any applicable certifications or licenses)	50
Provide copies of professional licenses for each key person proposed to be assigned to IDL's projects.	25
Provide copies of required Certificates of Insurance and minimum coverage amounts for each policy of insurance included but not limited to workers compensation, employers' liability, commercial liability, automobile liability and professional liability in accordance with law.	25
Total	200

Awarding Experience Points

Of the 700 points available for Experience, the distribution is explained in the following chart:

Experience Point Distribution	Points Available
Describe former land surveying projects designed or executed by the Firm that demonstrate the Firm's experience and competence.	250
Discuss how you provide leadership to facilitate teamwork and communication among all parties.	250
Describe the proposed roles and responsibilities of key personnel. Include an organizational chart of a typical project team.	100
List all projects for which you have performed as lead for similar work in the past five years	100
Totals	700

Additional Consideration Points

Of the 100 points available for Additional Consideration, the distribution is explained in the following chart:

Additional Consideration Points Distribution		Points Available
Clarity and Completeness		50
Quality of Submission		50
Totals		100

Scoring

The evaluation committee will analyze the SOQs and assign points based upon the quality of the vendor's answers.

Committee members will follow these instructions when scoring responses:

Assigning Points

Each evaluation committee member will award a score between zero (0) and ten (10) according to the quality of the response with respect to each criterion using the following scale:

- 0: Unacceptable
- 1-3: Marginal
- 4-5: Below Average
- 6-7: Average
- 8-9: Above Average
- 10: Exceptional

Each evaluator's score will be recorded independently and then discussed as a group. The individual scores will be aggregated and weighted accordingly, and each qualified submitting firm will be issued a ranking based on the weighted overall scores.

Ranking

The IDL will, in its best interest, rank responsive and responsible submitting vendors in order by weighted overall scores. The vendor with the highest overall score will be first in line for negotiations which rely heavily on a level-of-effort estimate and project plan.

OFFEROR QUESTIONS

PLEASE DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY'S NAME OR PRODUCT NAMES OF INTELLECTUAL PROPERTY IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the RFSOQ section number that the question is for in the "RFSOQ Section" field (column 2). If the question is a general question not related to a specific RFSOQ section, enter "General" in column 2. If the question is in regards to a State Term and Condition or a Special Term and Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example "Attachment A") in the "RFSOQ Section" (column 2), and the attachment page number in the "RFSOQ page" field (column 3).
3. Once completed, this form is to be e-mailed per the instructions in the RFSOQ. The e-mail subject line is to state the RFSOQ number followed by "Questions."

Question Number	RFSOQ Section	RFSOQ Page	Question
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			

SURVEY SERVICES FIRM(S) INFORMATION FORM (Mandatory)
IDL RFSOQ 24-224-600384

1. Name, title, address, and telephone number of the firm's officer responsible to the Agency for all work to be provided under this RFSOQ:

Name/Title Address	_____
City, State, Zip	_____
Telephone	_____
Email:	_____

2. Please check the appropriate box to identify the legal entity making this proposal.
☐ Corporation ☐ Partnership ☐ Individual ☐ Joint Venture
3. If a joint venture, please attach a separate sheet identifying other firm(s) in association.
4. If yes to any of the following questions, please attach a separate sheet of explanations; state the project(s), date, owner and reason.

Has your firm or joint venture failed to accept a contract or to complete a contract awarded to you?
☐ Yes ☐ No

Has your firm or joint venture under another or previous name failed to accept a contract or to complete a contract awarded to you?
☐ Yes ☐ No

Has your firm or joint venture had a contract terminated or been given written notice or demand incident to a proposed contract termination?
☐ Yes ☐ No

5. State the name, agent's name, address, telephone number of your current bonding company(s) and identify any other sureties used by your firm during the past five (5) years.

Name	_____
Address	_____
City, State, Zip	_____
Telephone	_____

6. State the name, agent's name address, and telephone number of your current insurance company(s) that provides or during the past five (5) years have provided coverage for your firm in the areas of liability, builder's risk and workers' compensation.

Name	_____
Address	_____
City, State, Zip	_____
Telephone	_____

7. If yes to any of the following questions, provide complete explanation on a separate sheet.

Has any one of your current or former sureties or bonding companies ever been required to perform under or canceled a bid bond, labor or material payment bond or a performance bond issued on your firm's behalf?
☐ Yes ☐ No

Has you firm ever been denied coverage or had coverage terminated or cancelled by any insurer during the past five (5) years? If so, please state the company, date and reason.
☐ Yes ☐ No

Within the past five (5) years has your current firm or any predecessor organization been involved as a party or filed a claim in any bankruptcy, litigation or arbitration?
☐ Yes ☐ No

8. Name, title and signature of your firm's officer from No. 2 above who was responsible for the preparation of this form.

Name: _____ Email: _____

Signature: _____ Title: _____