

IDAHO COUNTY

BOARD OF COUNTY COMMISSIONERS

**VEGETATION REHABILITATION PROJECT
CLEARWATER COMPLEX VEGETATION MANAGEMENT PROJECT**

IDAHO COUNTY

CONTRACT DOCUMENTS AND SPECIFICATIONS

OWNER:

Board of County Commissioners
Idaho County Idaho
ATTN: Kathy Ackerman, Idaho County Clerk
320 Main Street, Rm#5
Grangeville, ID 83530

PHONE: 208 983-2751

ADVERTISEMENT FOR BIDS

The Board of County Commissioners of Idaho County, Idaho, will accept sealed bids for its Clearwater Complex Vegetation Management Project Contracts. This Contracts will require the mastication of blackberry thickets, spraying of undesired non-native vegetation for riparian restoration, as well as spraying of weeds and non-desirable plants along road rights-of-ways and identified upland communities on the North side of the Clearwater River, Northwest of Kamiah, Idaho. Bids will be accepted until 4:30 PM, local time on Friday February 2, 2024.

Bids will be opened previewed for qualification by the County Clerk and Project Manager/or County Weed Control Superintendent after bid deadline.

The bids will presented and read in Idaho County Commissioners Room, 1st floor of the Idaho County Courthouse, located at 320 Main St #5, Grangeville, Idaho, 83530 during their regular Idaho County Board of Commissioners Meeting, on Tuesday morning February 6th, 2024. Time to be determined. Schedule will be available on the County Website under current agenda.

The bids may be mailed or delivered to the offices of the Clerk, Board of County Commissioners, Idaho County Courthouse, 320 Main St #5, Grangeville, ID 83530, Monday through Friday, 8:30 a.m. to 5:00 p.m.

Contract documents and specifications may be obtained by contacting Doug Nelson at (208) 451-5089 or dougnelsonforester@gmail.com or by visiting the Idaho County website at Idahocounty.org.

If so desired by bidders, a Pre-bid site visit can be arranged by contacting Project Manager Doug Nelson. Any interested bidders wishing to attend the Pre-bid Site Visit shall contact, Project Manager Doug Nelson prior to January 30th at 5:00 PM to RSVP. If no bidders are interested in attending a site visit it will not be held.

By Order of the IDAHO COUNTY BOARD OF COUNTY COMMISSIOINERS

BY: KATHY ACKERMAN
CLERK/AUDITOR
IDAHO COUNTY, IDAHO

Dated: JANUARY 11TH 2024

INVITATION TO BID

Sealed BIDS will be received by IDAHO COUNTY, STATE OF IDAHO, (hereinafter called "COUNTY"), at the office of the Clerk of the Board of County Commissioners, until 4:30 P.M., local time, on the 2CND day of FEBRUARY, 2024 for CLEARWATER COMPLEX VEGETATION MANAGEMENT PROJECT CONTRACT . The bids will be presented during the regular IDAHO COUNTY BOARD OF COMMISSIONERS MEETING AT starting at 10:00 AM FEBRUARY 6TH, 2024, at that time will be publicly presented and read in the IDAHO COUNTY COMMISSIONERS ROOM, 1ST floor, IDAHO COUNTY COURTHOUSE.

1. Each BID must be submitted in a sealed envelope addressed to: BOARD OF COUNTY COMMISSIONERS, Idaho County, Idaho, at Grangeville, Idaho. Each sealed envelope containing a BID must be plainly marked on the outside as a BID FOR VEGETATION MANAGEMENT PROJECT, IDAHO COUNTY. The envelope should bear on the outside the name of the BIDDER, his address, and the name of the project (CLEARWATER COMPLEX VEGETATION MANAGEMENT PROJECT). If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the COUNTY as follows: KATHY ACKERMAN, IDAHO COUNTY CLERK, 320 MAIN ST RM#5, GRANGEVILLE, IDAHO 83530.

2. All BIDS must be made on the required BID form. All blank spaces, for each unit wished to bid, must be filled in (in ink or typewritten), and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required and will be accepted.

3. The COUNTY may waive any informalities or minor defects or reject any and all BIDS. The BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within SIXTY (60) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the COUNTY and the lowest responsible BIDDER.

4. The COUNTY shall provide BIDDERS prior to BIDDING all information, which is pertinent to the PROJECT. Information obtained from an officer, agent, or employee of the COUNTY or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

5. Oral explanations, instructions and interpretations given to bidders prior to award of contract will not be binding. It is the County's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data or interpretations which the County discovers are lacking and may be important to all bidders will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.

6. The party of parties to whom a contract is awarded will be required to execute the Agreement within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement. In case of failure of the BIDDER to execute the Agreement, the COUNTY may at his option consider the BIDDER in default, in which case the COUNTY will award to next responsive bid.

7. The COUNTY within TEN (10) days of receipt of an acceptable Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the COUNTY not execute the Agreement within such period, the BIDDER may be WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the COUNTY.

8. A conditional or qualified BID will not be accepted.

9. Award will be made to "Best Value to the County" responsible BIDDER for individual items of work.

10. Contract time will be as follows:

The contract work will become in effect once signed by all parties. Work will be completed SEPTEMBER 20TH, 2025. Some portions of contract work will be required to be completed prior to September 20th 2025 in order to complete other project requirements.

11. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over contract work of the PROJECT shall apply to the contract throughout.

12. Each BIDDER is responsible for inspecting the delivery sites and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligations in respect to his BID.

CONTRACT PRICING

All prices will be considered. The County will be selecting the “Best Value Bid” or “Lowest Responsive Bid” which may not always equate to the lowest bid. The work to be completed during this project has multiple parts, so different parts of the project determine when the other parts may be completed. Timing of planned performance could dictate higher value to the county by allowing other parts of the project to proceed quicker and to have adequate time to perform spray operations multiple times during the same growing season.

CONTRACTOR NAME: _____

1. Mastication/ Hand Treatment Bid Price per acre = _____

Total Bid price/ac = _____ **x 93.2 ac =** _____

1. RIPARIAN RESTORATION SPRAY BID PRICE / AC = _____

MOBILIZATION RATE: _____

TOTAL BID PRICE/AC= _____ **X93.2 AC =** _____

2. RESEEDING AREA SPRAY BID PRICE / AC = _____

MOBILIZATION RATE: _____

TOTAL BID PRICE/AC= _____ **X195 AC=** _____

3. PARDEE R/W SPRAY BID PRICE PER MILE = _____

TOTAL BID PRICE PER MILE _____ **X6.71 MILES=** _____

4. CARROT RIDGE R/W SPRAY BID PRICE = _____

TOTAL BID PRICE PER MILE _____ **X6.86 MILES=** _____

5. CARROT RIDGE EDRR SPRAY BID PER ACRE= _____

TOTAL BID PRICE/ AC= _____ **X87.15AC=** _____

6. CARROT RIDGE EDRR SPRAY BID PER ACRE=_____

TOTAL BID PRICE/ AC=_____X87.15AC=_____

Contractors name (print)_____

Contractor signature:_____

Contractors tax ID #_____

County Commissioner_____

County Commissioner_____

County Commissioner_____

If this bid accepted, it shall constitute a contract between the undersigned and Idaho County, Idaho.

Bidder: _____

(Company name as registered)

(Signature of authorized person)

(Printed name)

(Company address)

(City, State, Zip)

(Telephone #)

ADDITIONAL INSTRUCTIONS TO BIDDERS

1. **DETERMINATION OF RESPONSIBILITY:** Idaho County and Board of County Commissioners reserves the right to make reasonable inquiry from the bidder or third parties to determine the responsibility of a bidder. Such inquiry may include but not be limited to inquiry regarding financial statements, credit ratings, references, past performance, etc. The unreasonable failure of a bidder to promptly supply any requested information with respect to such bidder may result in disqualification of the bid. Except as otherwise provided by law, information furnished by the bidder pursuant to this provision will not be disclosed by Idaho County without prior written consent of the bidder.

2. **BID REJECTION APPEAL:** Within five (5) working days following receipt of notice of rejection, a bidder may appeal the decision to Board of County Commissioners. This appeal is only available to a vendor whose bid is found nonresponsive (i.e., a bid that does not comply with the bid invitation and specifications). It does not apply to a vendor whose bid was considered, but was determined not to be the **BEST RESPONSIVE VALUE TO THE COUNTY**. After a review of the record, the Board of Commissioners may sustain, modify or reverse the nonresponsive bid decision.

3. **LATE BIDS:** It is the bidder's responsibility to assure that the bid is delivered to the place designated for receipt of bids on or before the date and time specified for bid opening. Late bids will not be considered under any circumstances. The official time used in the receipt of bids is the prevailing local time as evidenced by the automatic time/date stamp located in the County Commissioners' office. No responsibility will be assumed for delays in the delivery of mail by the U.S. Post Office, private couriers, or the intra-state mail system. **LATE BIDS WILL BE DECLARED REJECTED AND RETURNED TO THE BIDDER. NO DEVIATIONS WILL BE ALLOWED.**

4. **PUBLIC RECORDS:** Idaho Public Records Law, Idaho Code Sections 9-337 through 9-348, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a state or local agency regardless of the physical form or character. **ALL, OR MOST, OF THE INFORMATION CONTAINED IN YOUR RESPONSE TO IDAHO COUNTY AND BOARD OF COUNTY COMMISSIONER'S INVITATION TO BID OR REQUEST FOR PROPOSALS WILL BE A PUBLIC RECORD SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS LAW.** The Public Records Law contains certain exemptions. One exemption potentially applicable to part of your response may be for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy. If

you consider any element of a bid or proposal to be a trade secret, or otherwise protected from disclosure, you MUST so indicate by marking EACH PAGE of the pertinent document. Include the specific basis for your request that it be treated as exempt from disclosure. Marking your entire bid or proposal as exempt is NOT acceptable or in accordance with the bid documents or the Public Records Act. In addition, a legend or statement on one (1) page that all or substantially all of the response is exempt from disclosure is not acceptable and WILL NOT BE HONORED. PRICES QUOTED IN YOUR BID OR PROPOSAL ARE NOT A TRADE SECRET. Idaho County and Board of County Commissioners, to the extent allowed by law and in accordance with these terms and conditions and the bid documents, will honor a request of nondisclosure. You will be required to defend any claim of trade secret or other basis for nondisclosure in the event of an administrative or judicial challenge to Idaho County and the Board of County Commissioners' nondisclosure. Any questions regarding the applicability of the Public Records Law should be addressed to the Board of County Commissioners or should be presented to your own legal counsel – PRIOR TO BID SUBMISSION.

5. **TERMINATION:** Idaho County and Board of County Commissioners may terminate the Agreement (and/or any order issued pursuant to the 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, after receipt of such notice. If the Agreement is terminated for default or non-compliance, the Contractor will be responsible for any direct costs and/or compliance, reserves the right to take any legal action it may deem necessary.
6. **PRICES:** Prices shall not fluctuate for the period of the Agreement, unless otherwise specified by Idaho County and the Board of County Commissioners in the bidding documents or other terms of the Agreement. Product prices shall remain valid for the time of the original order date, including change orders that may extend delivery beyond the original delivery date. Prices include all costs normally associated with shipping and delivery to the F.O.B. destination address.
7. **CONTRACT RELATIONSHIP:** It is distinctly and particularly understood and agreed between the parties hereto that Idaho County and the Board of County Commissioners is in no way associated or otherwise connected with the performance of any service under this Agreement on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said contractor is an independent contractor in the performance of each and every part of this Agreement, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this Agreement, whether if may be for personal injuries or damages of any other kind. The contractor shall exonerate, indemnify and hold Idaho County and the Board of County Commissioners harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required

under unemployment insurance, social security, workman's compensation and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under this Agreement. The contractor will maintain any applicable workman's compensation insurance and will provide certificate of same if requested. There will be no exceptions made to this requirement and failure to provide a certification of workman's compensation insurance may, at the option of Idaho County and the Board of County Commissioners, result in cancellation of this Agreement or in a contract price adjustment to cover Idaho County and the Board of County Commissioners' cost of providing any necessary workman's compensation insurance. Idaho County and the Board of County Commissioners do not assume liability as an employer.

8. **TAXES:** Idaho County and Board of County Commissioners is generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. Idaho County and the Board of County Commissioners are 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 as required upon written request by the Contractor. If the Contractor is required to pay any taxes incurred as a result of doing business with Idaho County and the Board of County Commissioners, it shall be solely and absolutely responsible for the payment of those taxes. If, after the effective date of this Contract, an Idaho political subdivision assesses, or attempts to assess, personal property taxes not applicable or in existence at the time this Contract becomes effective, Idaho County and the Board of County Commissioners will be responsible for such personal property taxes, after reasonable time to appeal. In no event shall Idaho County and the Board of County Commissioners be responsible for personal property taxes affecting items subject to this Contract at the time it becomes effective.
9. **SAVE HARMLESS:** Contractor shall indemnify and hold harmless Idaho County and the Board of County Commissioners from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that rise from the negligent or wrongful acts or omissions of the contractor, its employees, agents, or subcontractors under this Agreement that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act.
10. **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 Idaho County and the Board of County Commissioners 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. If installation is requested by Idaho County and the Board of County Commissioners or specified Idaho County and the Board of County Commissioners' bidding documents, pricing shall include all charges associated with a complete installation at the location specified.

11. APPROPRIATION BY LEGISLATURE REQUIRED: It is understood and agreed that Idaho County and the Board of County Commissioners is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate Idaho County and the Board of County Commissioners beyond the term of any particular appropriation of funds by FEMA as may exist from time to time. Idaho County and the Board of County Commissioners reserve the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its judgment, that FEMA fails, neglects, or refuses to appropriate sufficient funds as may be required for Idaho County and the Board of County Commissioners to continue such payments. All affected future rights and liabilities of the parties hereto shall thereupon cease with ten (10) days after notice to the Contractor. It is understood and agreed that Idaho County and the Board of County Commissioners' payments herein provided for shall be paid from FEMA appropriations and, in some instances, direct federal funding.