



STATE OF IDAHO

**Department of
Water Resources**

Invitation to Bid (ITB) 20-003

WELL DRILLING SERVICES

Date of Issuance: November 8, 2019

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ITB ADMINISTRATIVE INFORMATION

| | |
|---|---|
| ITB Title: | Well Drilling Services |
| ITB Project Description: | Drilling Fourteen (14) Monitoring Wells in the Eastern Snake Plain Aquifer |
| ITB Lead: | Glyn Roberts, Buyer Idaho Department of Water Resources idwr.purchasing@idwr.idaho.gov 208-287-4800 |
| Submit Sealed Bid (if submitting manually): MANUAL BIDS MUST BE RECEIVED AT THE ADDRESS DESIGNATED FOR COURIER SERVICE AND TIME/DATE STAMPED BY IDWR PRIOR TO THE CLOSING DATE AND TIME. Submit electronically via email: | <i>Address for Courier:</i> 322 East Front Street, Suite 648 Boise, Idaho 83702 <i>Address for U.S. Mail:</i> PO Box 83720 Boise, ID 83720-0098 <i>Electronic Submission:</i> idwr.purchasing@idwr.idaho.gov |
| Deadline to Receive Questions: | Friday, November 21, 2019 at 11:59:59 p.m. Mountain Time |
| ITB Closing Date: | Friday, December 13, 2019 at 4:00 p.m. Mountain Time |
| ITB Opening Date: | Monday, December 16, at 10:00 a.m. Mountain Time |
| Term of Contract | Wells must be completed by September 1, 2021, final invoices due October 15, 2021 |

1 PURPOSE

The State of Idaho Department of Water Resources (IDWR) is requesting Bids from qualified Vendors for the purchase of Well Drilling Services in accordance with the specifications provided below.

2 GENERAL INFORMATION, SOLICITATION INSTRUCTIONS, AND STANDARD CONTRACT PROVISIONS

The ITB Lead is the only contact for this Solicitation. All correspondence regarding this ITB shall be in writing. In the event that it becomes necessary to revise any part of this ITB, amendments will be posted at <https://idwr.idaho.gov/solicitations/>. It is the responsibility of the Bidder to monitor the website for any updates or amendments. Any oral interpretations or clarifications of this ITB shall not be relied upon. All changes to this ITB must be in writing and posted to the website. Alternate Bids are not allowed. IDWR'S Standard Contract Provisions (**Attachment 4**) are incorporated into this solicitation and shall be binding on any subsequent contract(s) issued as a result of this solicitation.

3 INQUIRIES

Questions or other correspondence must be submitted in writing to the ITB Lead listed below.

QUESTIONS MUST BE RECEIVED BY 11:59:59 P.M. Mountain Time ON THE DATE LISTED IN THE ITB ADMINISTRATIVE INFORMATION. Written questions must be submitted using (**Attachment 1**), Bidder Questions. Official answers to all written questions will be posted on <https://idwr.idaho.gov/solicitations/> as an amendment to this ITB.

ITB Lead: Glyn Roberts
Phone: 208-287-4800
Fax: 208-287-6700
E-mail: ldwr.purchasing@idwr.idaho.gov

Bids which condition the Bid based upon the IDWR accepting other terms and conditions not found in the ITB, or which take exception to the IDWR's terms and conditions, will be found non-responsive, and no further consideration of the Bid will be given.

4 BACKGROUND

IDWR seeks to improve the ground water monitoring network on the Eastern Snake Plain Aquifer (ESPA) by drilling up to fourteen (14) new monitoring wells. Funding for this contract comes through a grant from the United States Department of Energy.

5 SPECIFICATIONS

See **Attachment 3**, Scope of Work

6 QUANTITY

This ITB is for the drilling and construction up to fourteen (14) ground water monitoring wells. Interested firms may bid for any number of the wells included in this ITB, from one (1) well to all fourteen (14) wells.

7 COST

Provide your fully burdened Total Cost on the Bid Schedule (**Attachment 2**).

Bids should include all work and materials to cover the cost of drilling and constructing well(s) from the Scope of Work (**Attachment 3**) for which the bid is submitted. Bids must include all costs for drilling, mobilization and demobilization, locking well cap, protective well monument, steel casing, drilling permit, seal material, and well clean out. Driller standby time should be listed as a rate per hour, but not included in the overall bid amount, in the event IDWR temporarily ceases drilling activities for any reason. Standby time for equipment malfunctions or failure is not a billable item.

8 BILLING PROCEDURE

The Contractor must provide a signed invoice upon the completion of each well. The invoice must be submitted no later than thirty (30) calendar days after completion. No invoice will be accepted or paid without receipt of required documentation, as listed below. Invoices submitted without the required documentation will be returned to the Contractor for resubmission.

The Contractor must provide the following information with each invoice:

1. Contract number
2. Identification of billing period
3. Total amount billed for the billing period
4. Detailed description of services/products provided and associated # of hours/\$ amounts, as appropriate
5. Completed Well Driller's Report, as required by IDWR's Ground Water Protection Section.
6. Name of authorized individual and contact information for Contractor

Invoices and reports are to be submitted to:

IDWR Payable
Idaho Department of Water Resources
322 E Front St.
PO Box 83720
Boise, ID 83720-0098
Email: IdwrPayable@idwr.idaho.gov

9 SUBMISSION REQUIREMENTS

9.1 Required Bid Submission Items

Your Bid Submission must consist of the following:

9.1.1 Bid Schedule

Provide your cost information on (**Attachment 2**), Bid Schedule, below. Do not submit your Bid on any other form. Submitting your Bid on a form different than the Bid Schedule may cause your Bid to be rejected as non-responsive.

- 9.1.2 Idaho Department of Water Resources Signature Page (Signature Page)
The Signature Page must be completed and submitted as part of your Bid. The Signature Page is attached. **(Attachment 5)**

9.2 Bid Submission Methods

Bids may be submitted electronically via the link at the following email:

idwr.purchasing@idwr.idaho.gov or manually in a sealed envelope/package. Bids may be faxed to IDWR Purchasing at 208-287-6700. Your Bid must be received at IDWR, 322 East Front Street, Suite 648, Boise, ID 83702 by the date and time specified on the ITB Administrative Information page. The official time, for bid closing purposes, is the IDWR time clock.

9.2.1 Electronic Submission via email

If submitting electronically via email, upload all of the Required Bid Submission Items (See Section 9.1) using Microsoft products such as Word and Excel. Do not submit items in .pdf format, unless provided otherwise in this ITB.

Bidders are further advised to upload response materials with descriptive file names, organized and consolidated in a manner which allows the State to efficiently navigate the Bidder's response, as the State will print uploaded documents for evaluation in the manner received.

9.2.2 Manual Submission

If submitting manually (via U.S. Mail, courier or hand-delivery), seal all Required Bid Submission Items in a single envelope or package (*be certain to include an original handwritten signature in ink OR an electronic signature on the Signature Page*) and label the outside of the package as follows:

Attn: Glyn Roberts, Idaho Department of Water Resources
Bidder Name: (Company Name)
ITB Number: 20-003
ITB Title: Well Drilling Services

Bidders submitting manually must provide one (1) original and one (1) copy of their Bids. Please clearly identify the original manual submission and be certain that the Signature Page is located at the front of the original Bid.

10 AWARD

Awards will be made to the responsive, responsible Bidder(s) with the lowest Total Cost, as provided on the Bid Schedule. It is likely that there will be multiple awards based on the lowest total cost for each well specified in the Bid Schedule. If the cost for a well exceeds IDWR's anticipated budget per well, IDWR reserves the right to cancel the bid for that well and reissue at a later date. Each well will receive an individual award. The apparent successful Bidder may be required to demonstrate that the proposed timeframes will ensure completion of wells by September 1, 2021, in order to be considered for award.

11 INSTALLATION AND ACCEPTANCE

Construct six-inch diameter ground water monitoring wells that are capable of being measured with an electronic water level tape or other industry standards of water level measurements to the specified

depth listed in Table 1 (Specifications). Upon completion of each well, the borehole must be open to its total depth, such that a pump can be installed.

12 SERVICE AND SUPPORT, MAINTENANCE, ETC.

The Contractor shall supply and maintain drilling equipment at each well location. The Contractor shall be responsible for repair and routine maintenance of the drilling equipment owned by the Contractor. IDWR will not be responsible for repair, maintenance, or loss of equipment due to any cause, including vandalism. The Contractor must repair or replace equipment as quickly as possible to ensure work continuity. The Contractor shall notify IDWR Project Coordinator of any equipment damage or malfunction within three (3) working days of discovery of the occurrence, and provide an assessment of the problem and proposed solution. Equipment shall be repaired or replaced within five (5) working days of discovery of the occurrence unless an alternative agreement is reached with IDWR. IDWR shall not be responsible for the costs of any downtime related to drilling equipment problems or for unforeseen situation that develop at the site such as adverse weather, rangeland fires, etc., that cause temporary suspension of drilling.

13 CONTRACT MONITORING

Each award will be monitored by IDWR staff through correspondence between the Contractor and IDWR occurring prior to the start of any work, completion of each well, and any unforeseen issues that may arise. During the contract term, IDWR reserves the right to cancel one or more wells based upon scheduling and/or lack of funding.

14 REPORTING REQUIREMENTS

Completed driller's reports must be submitted to IDWR within thirty (30) days of the completion of each well.

15 CRITICAL DATES FOR WELL CONSTRUCTION AND REPORTING

Drilling may commence as soon as a contract is signed and must commence no later than July 31, 2020. Drilling firms submitting bids need to identify timeframes (or multiple if bidding on more than one well) that would be available for the work to be completed. Specific timeframes will be identified upon awarding of the bids. All wells must be completed by September 1, 2021. Submission of well drillers' reports, descriptions of services provided, and invoices is to be done within thirty (30) days of the completion of each well.

16 COMPLIANCE WITH IDAHO STATE BOARD OF LAND COMMISSIONERS GREATER SAGE-GROUSE CONSERVATION PLAN

Eight (8) of the well sites lie within the boundaries of Idaho State Board of Land Commissioners Greater Sage-Grouse Conservation Plan (see Table 1). Certain restrictions apply to the sites that are within such boundaries that include timeframe restrictions, noise restrictions, fire suppression plans, etc. A complete description of the plan and related restrictions can be found at <https://www.idl.idaho.gov/sage-grouse/2017-1017-updated-lb-sgcp.pdf>. All bids must account for these restrictions.

Contractor must comply with the requirements of Idaho Code § 42-238 and IDAPA 37.03.10 "Well Driller Licensing Rules." Materials used for the construction of the wells must be new material and in accordance with the Idaho Well Construction Standard Rules (IDAPA 37.03.09). Drilling and construction methods must comply with the Idaho Well Construction Standard Rules (IDAPA 37.03.09).

17 PRICE ADJUSTMENT CLAUSE

Any price adjustment due to unforeseen circumstances will only be allowed if the Contractor provides justification and requests the increase prior to the additional work completed. The request and justification for any increase above the specified bid amount will be reviewed by IDWR and either approved or denied, based on the circumstances and information presented.

18 RECORDS MAINTENANCE

Contractor shall maintain or supervise the maintenance of all records necessary to properly account for all payments made to the Contractor pursuant to the Contract. These records shall be retained by the Contractor for at least three (3) years after the Contract terminates, or until all audits initiated within the three (3) years have been completed, whichever is later.

19 AUDIT RIGHTS

The Contractor agrees to allow State and Federal auditors and State purchasing staff access to all the records relating to this Contract, for audit, inspection, and monitoring of services or performance. Such access will be during normal business hours or by appointment.

ATTACHMENT 1 - BIDDER QUESTIONS

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

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

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

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the ITB section number that the question is for in the "ITB Section" field (column 2). If the question is a general question not related to a specific ITB section, enter "General" in column 2. If the question is in regards to an IDWR Term or Condition or a Special Term or 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 "ITB Section" (column 2), and the attachment page number in the "ITB page" field (column 3).
3. Do not enter text in the "Response" field (column 5). This is for the State's use only.
4. Once completed, this form is to be e-mailed per the instructions in the ITB. The e-mail subject line is to state the ITB number followed by "Questions."

ITB Number 20-003 Well Drilling Services Bidder Questions

| | ITB Section | ITB Page | Question | Response |
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ATTACHMENT 2 - BID SCHEDULE

ITB Number 20-003 Well Drilling Services

Provide your **fully burdened** Total Cost for **each** well on the Bid Schedule

Bids should include all work and materials to cover the cost of drilling and constructing well(s) from the Scope of Work (**Attachment 3**) for which the bid is submitted. Bids must include all costs for drilling, mobilization and demobilization, locking well cap, protective well monument, steel casing, drilling permit, seal material, and well clean out. Hourly rates for standby time or additional services is requested by IDWR. Bidders may bid for any number of the wells included in this ITB, from one (1) well to all fourteen (14) wells.

| Well Number | TRSQQ | IDTM_X | IDTM_Y | County | Proposed Depth | Seal Depth | Site Located in Sage-Grouse Management Land | Proposed Timeframe(s) | Total Cost |
|-------------|--------------|----------|--------|-----------|----------------|------------|---|-----------------------|------------|
| 11 | 12N39E11SWNE | -111.820 | 44.385 | Clark | 320 | 38 | Yes | | |
| 12 | 11N37E33NENE | -112.099 | 44.242 | Clark | 1020 | 38 | Yes | | |
| 13 | 10N40E27SESW | -111.773 | 44.261 | Fremont | 1020 | 38 | Yes | | |
| 16 | 01S30E19SWNW | -113.004 | 43.320 | Butte | 1050 | 38 | Yes | | |
| 18 | 09N39E26SWNW | -111.833 | 44.082 | Fremont | 680 | 38 | Yes | | |
| 19 | 03S22E36NENW | -113.785 | 43.127 | Lincoln | 680 | 38 | Yes | | |
| 20 | 07S19E16NWNE | -114.233 | 42.823 | Lincoln | 480 | 38 | No | | |
| 21 | 04S17E36SENW | -114.388 | 43.035 | Lincoln | 500 | 38 | No | | |
| 22 | 06S17E36SENE | -114.376 | 42.860 | Lincoln | 480 | 38 | No | | |
| 23 | 04S20E36NENE | -114.017 | 43.040 | Lincoln | 500 | 38 | No | | |
| 24 | 05S13E36NWNW | -114.870 | 42.952 | Gooding | 280 | 38 | No | | |
| 25 | 08N35E16SWSW | -112.357 | 44.016 | Jefferson | 220 | 38 | Yes | | |
| 26 | 05N36E16NWNW | -112.242 | 43.768 | Jefferson | 500 | 38 | Yes | | |
| 27 | 05S29E24NENE | -113.061 | 42.977 | Power | 700 | 38 | No | | |

Driller standby rate per hour (not included in Total Cost) _____

This completed Bid Schedule must be submitted with your response.

Company Name of Bidder: _____

Contact Name: _____ Phone: _____ Contact E-mail: _____

ATTACHMENT 3 - SCOPE OF WORK

Overview

The objective of the services requested is to drill and construct fourteen ground water monitoring wells across the ESPA (Figure 1). All drillers providing bids through this ITB must comply with the requirements of Idaho Code § 42-238, and IDAPA 37.03.10 “Well Driller Licensing Rules.” Materials used for the construction of the wells must be new material and in accordance with the Idaho Well Construction Standard Rules (IDAPA 37.03.09). Drilling and construction methods must comply with the Idaho Well Construction Standard Rules (IDAPA 37.03.09).

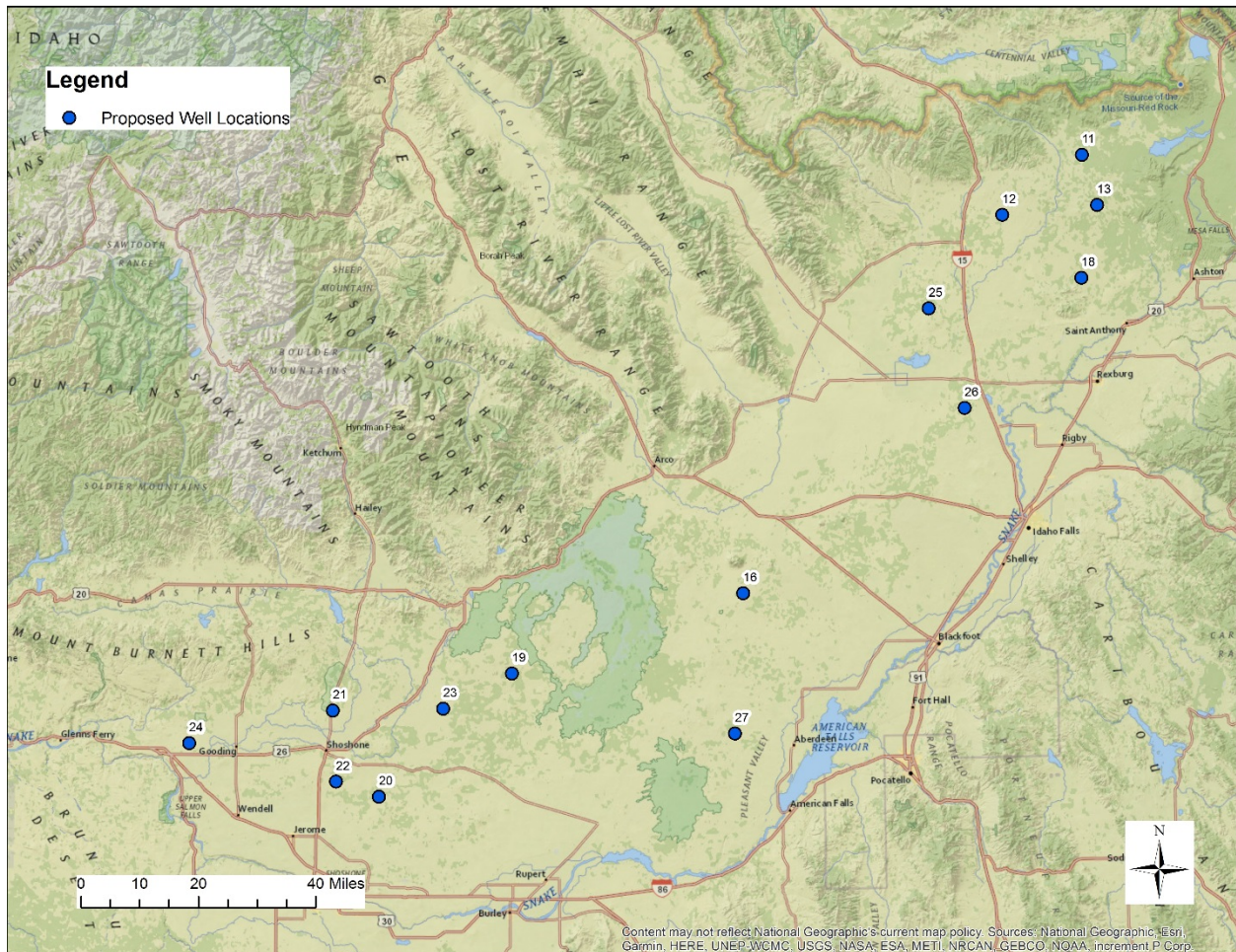


Figure 1. Locations of the proposed monitoring wells.

1. Station Locations

Specific geographic coordinates for each well are included in Table 1. The land ownership for twelve of the sites will be the State of Idaho with access granted through a Land Use Agreement between the Idaho Department of Water Resources and the Idaho Department of Lands (IDL). The remaining wells will be drilled on private property through an access agreement developed with the landowner or on BLM property through a land use agreement. IDWR reserves the right to terminate the contract or change well location(s) in the event a Land Use Agreement is not granted by IDL.

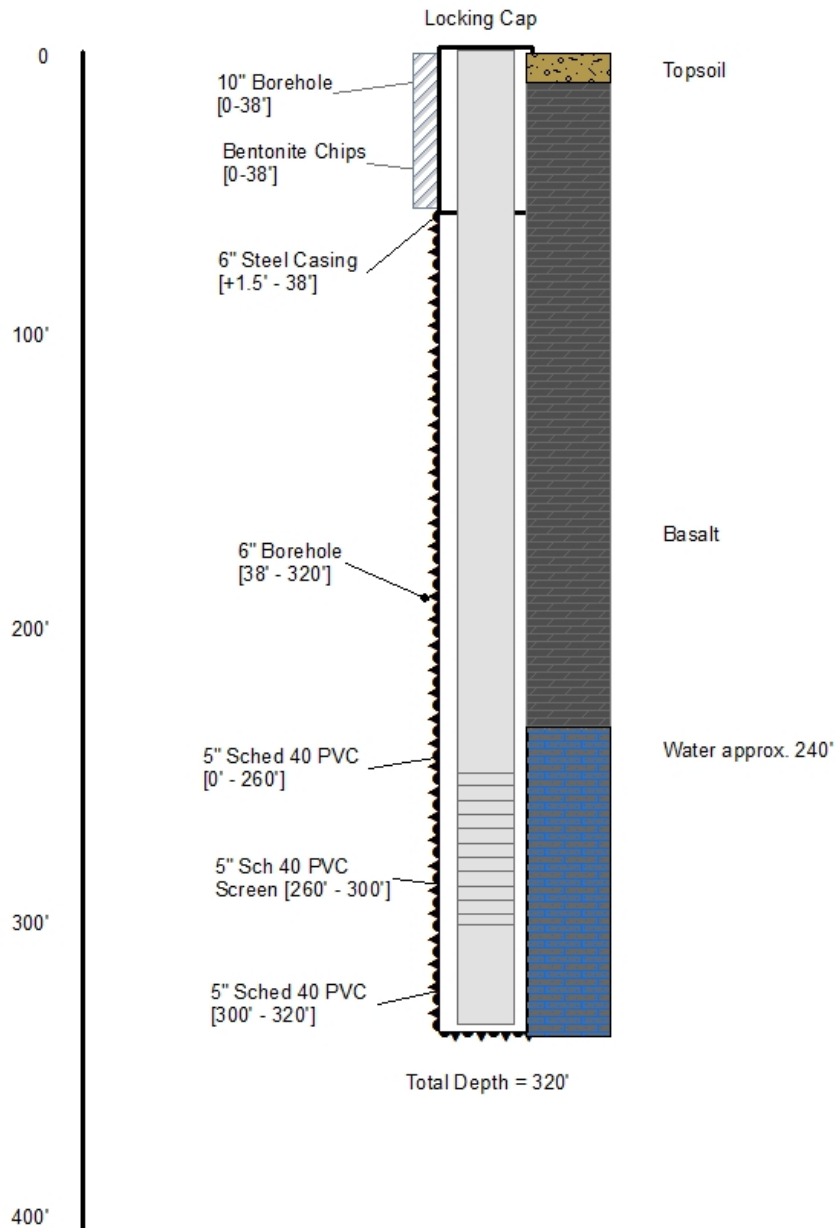
The depths of each well and depths of the seals for each well are variable, based on the location of the well site. The proposed depths and proposed seal depths are listed in Table 1. No pumps or monitoring tubes are requested through this ITB.

Eight of the well sites lie within the boundaries of Idaho State Board of Land Commissioners Greater Sage-Grouse Conservation Plan (see Table 1). Certain restrictions apply to the sites that are within such boundaries that include timeframe restrictions, noise restrictions, fire suppression plans, etc. A complete description of the plan and related restrictions can be found at <https://www.idl.idaho.gov/sage-grouse/2017-1017-updated-lb-sgcp.pdf>

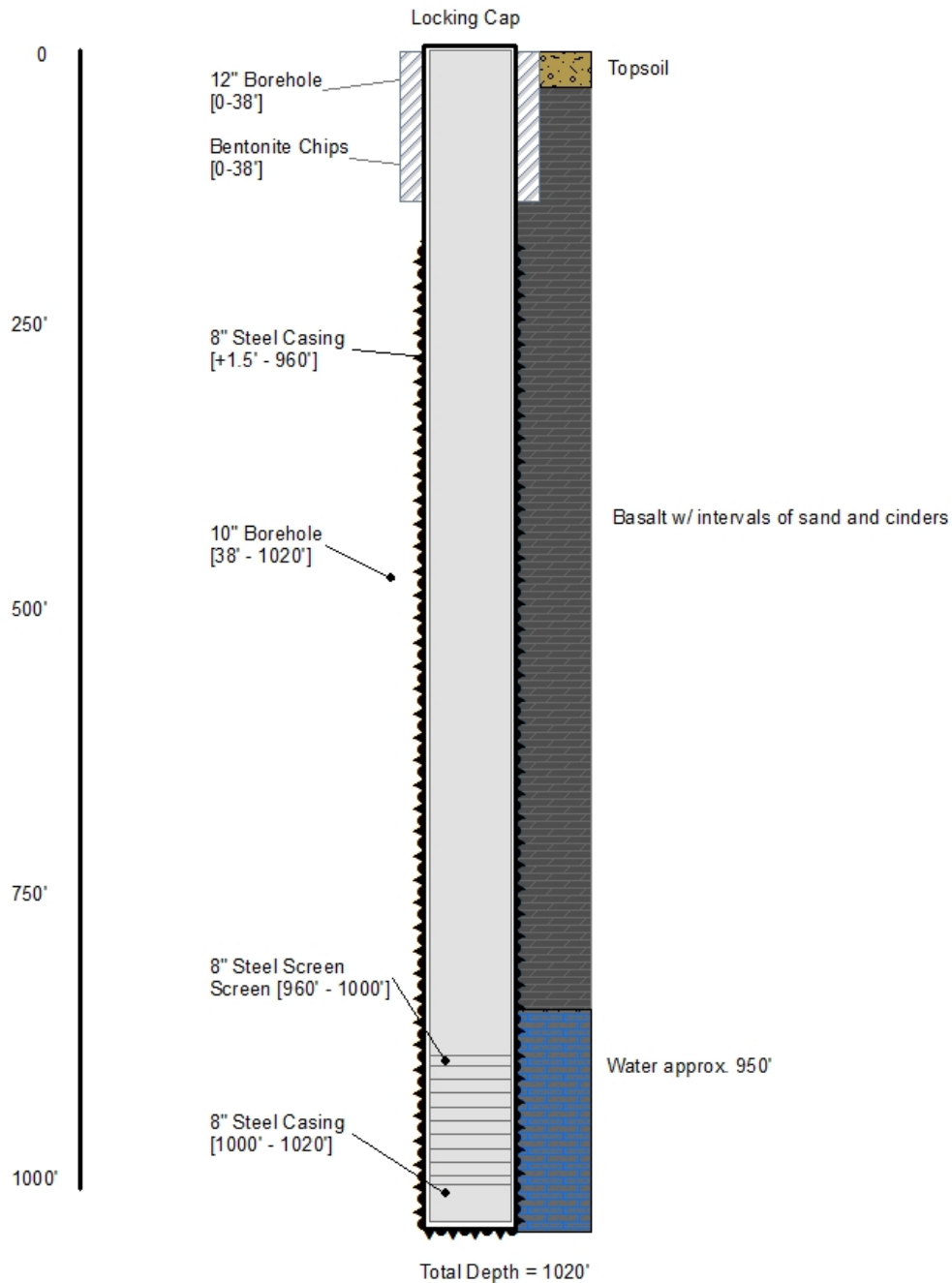
Table 1. Specifications for each well.

| Well Number | TRSQQ | IDTM_X | IDTM_Y | County | Proposed Depth | Seal Depth | Site Located in Sage-Grouse Management Land |
|-------------|--------------|----------|--------|-----------|----------------|------------|---|
| 11 | 12N39E11SWNE | -111.820 | 44.385 | Clark | 320 | 38 | Yes |
| 12 | 11N37E33NENE | -112.099 | 44.242 | Clark | 1020 | 38 | Yes |
| 13 | 10N40E27SESW | -111.773 | 44.261 | Fremont | 1020 | 38 | Yes |
| 16 | 01S30E19SWNW | -113.004 | 43.320 | Butte | 1050 | 38 | Yes |
| 18 | 09N39E26SWNW | -111.833 | 44.082 | Fremont | 680 | 38 | Yes |
| 19 | 03S22E36NENW | -113.785 | 43.127 | Lincoln | 680 | 38 | Yes |
| 20 | 07S19E16NWNE | -114.233 | 42.823 | Lincoln | 480 | 38 | No |
| 21 | 04S17E36SENW | -114.388 | 43.035 | Lincoln | 500 | 38 | No |
| 22 | 06S17E36SENE | -114.376 | 42.860 | Lincoln | 480 | 38 | No |
| 23 | 04S20E36NENE | -114.017 | 43.040 | Lincoln | 500 | 38 | No |
| 24 | 05S13E36NWNW | -114.870 | 42.952 | Gooding | 280 | 38 | No |
| 25 | 08N35E16SWSW | -112.357 | 44.016 | Jefferson | 220 | 38 | Yes |
| 26 | 05N36E16NWNW | -112.242 | 43.768 | Jefferson | 500 | 38 | Yes |
| 27 | 05S29E24NENE | -113.061 | 42.977 | Power | 700 | 38 | No |

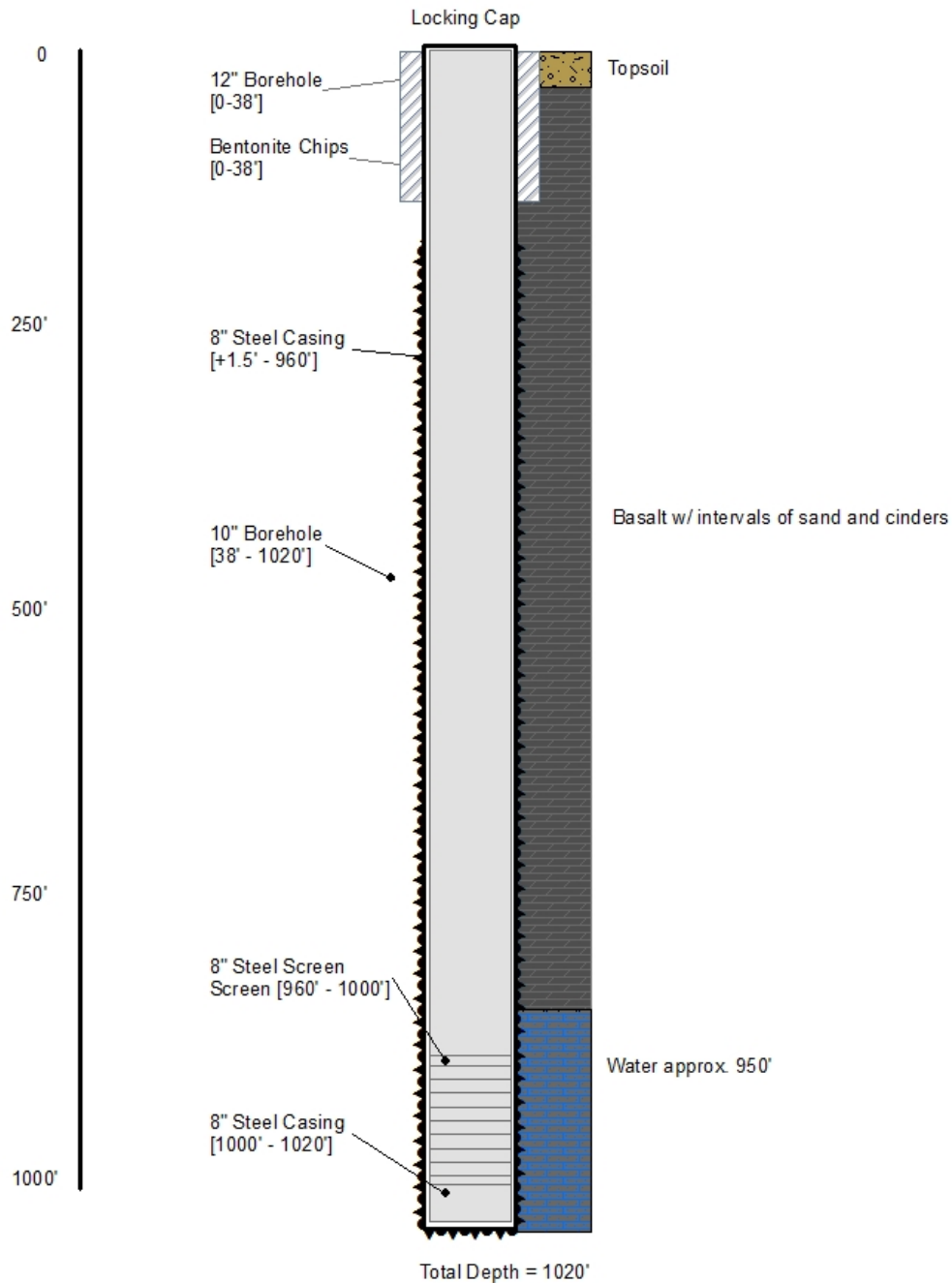
2019-2020 DOE SEP WELL DESIGN WELL #11



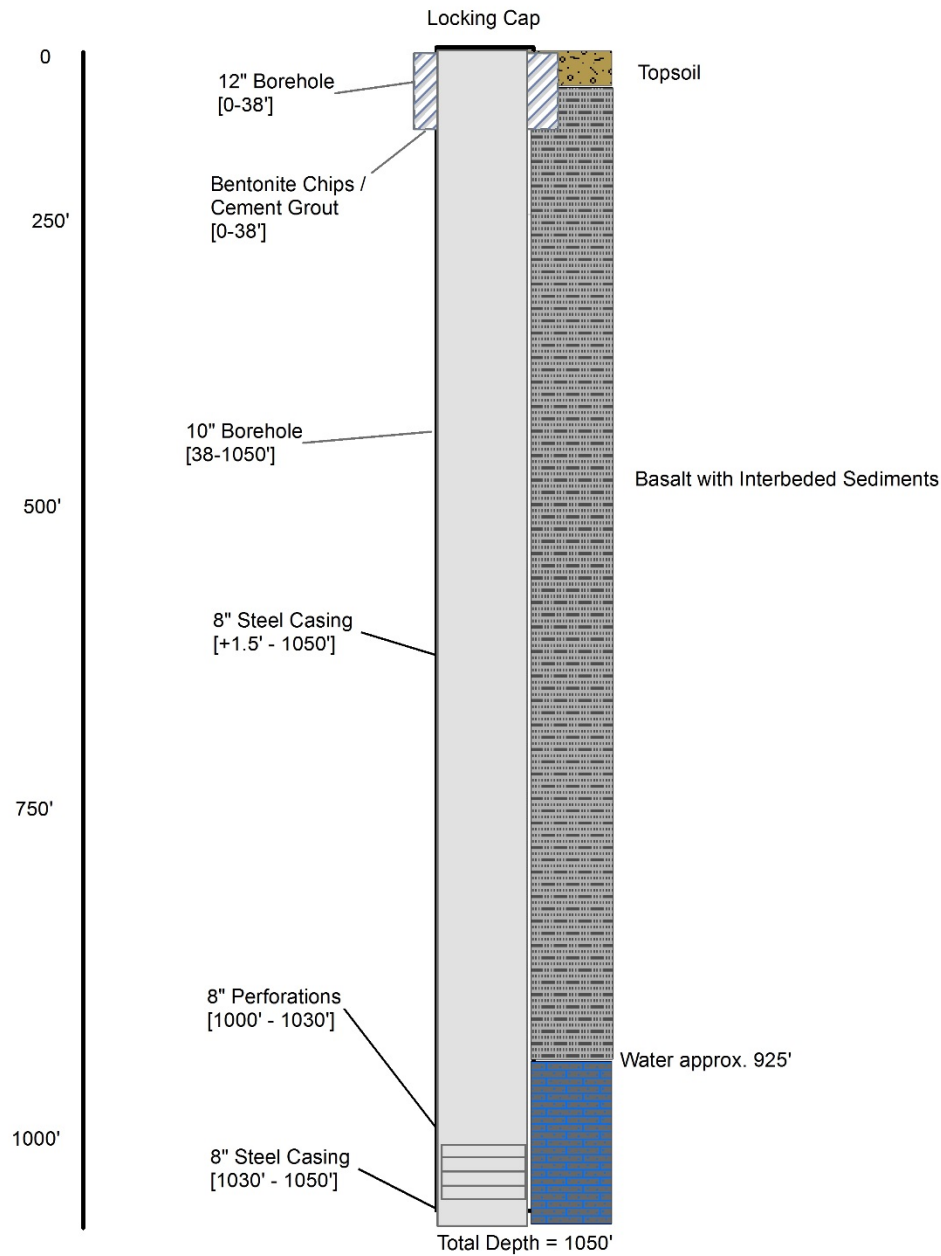
2019-2020 DOE SEP WELL DESIGN WELL #12



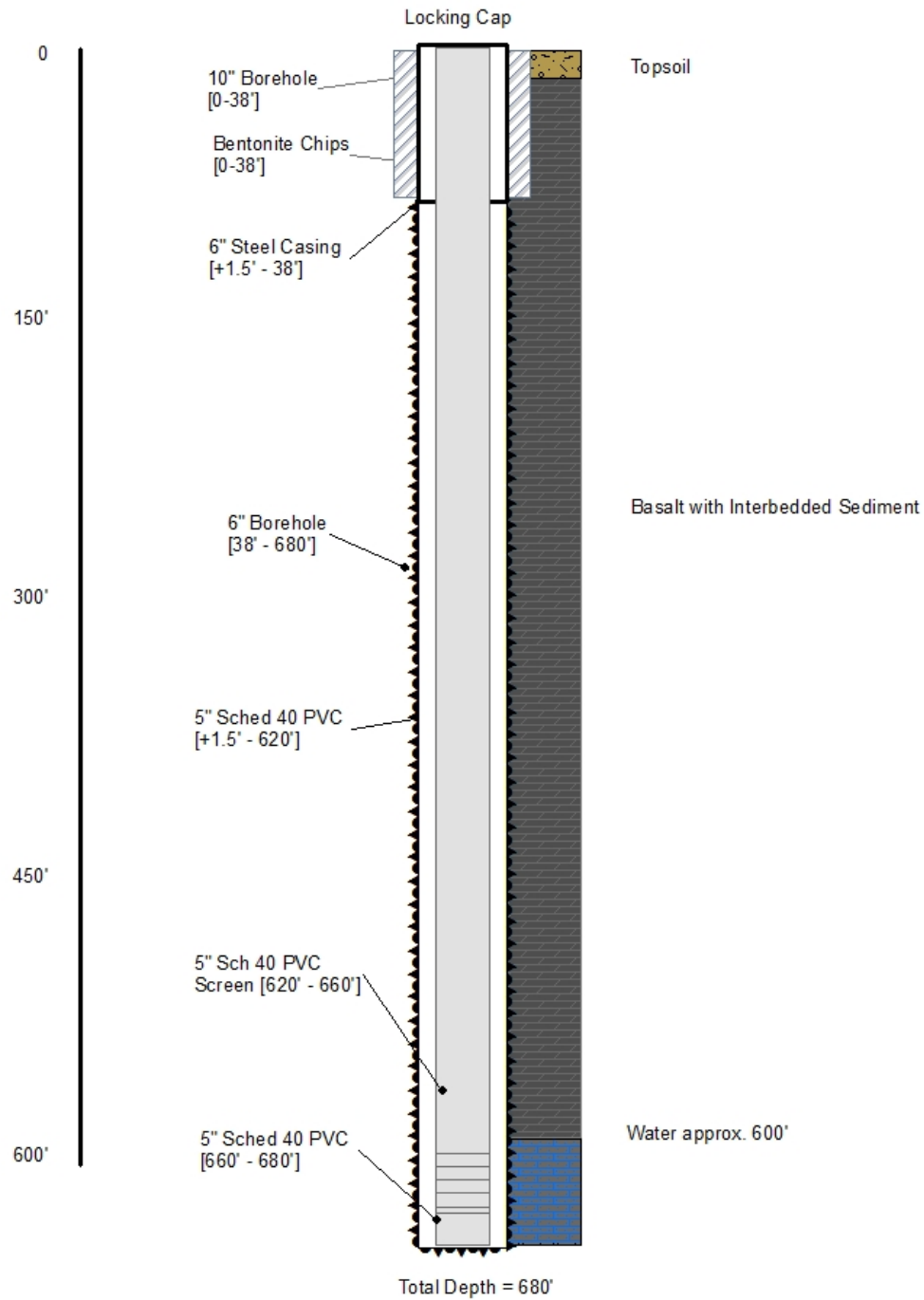
2019-2020 DOE SEP WELL DESIGN WELL #13



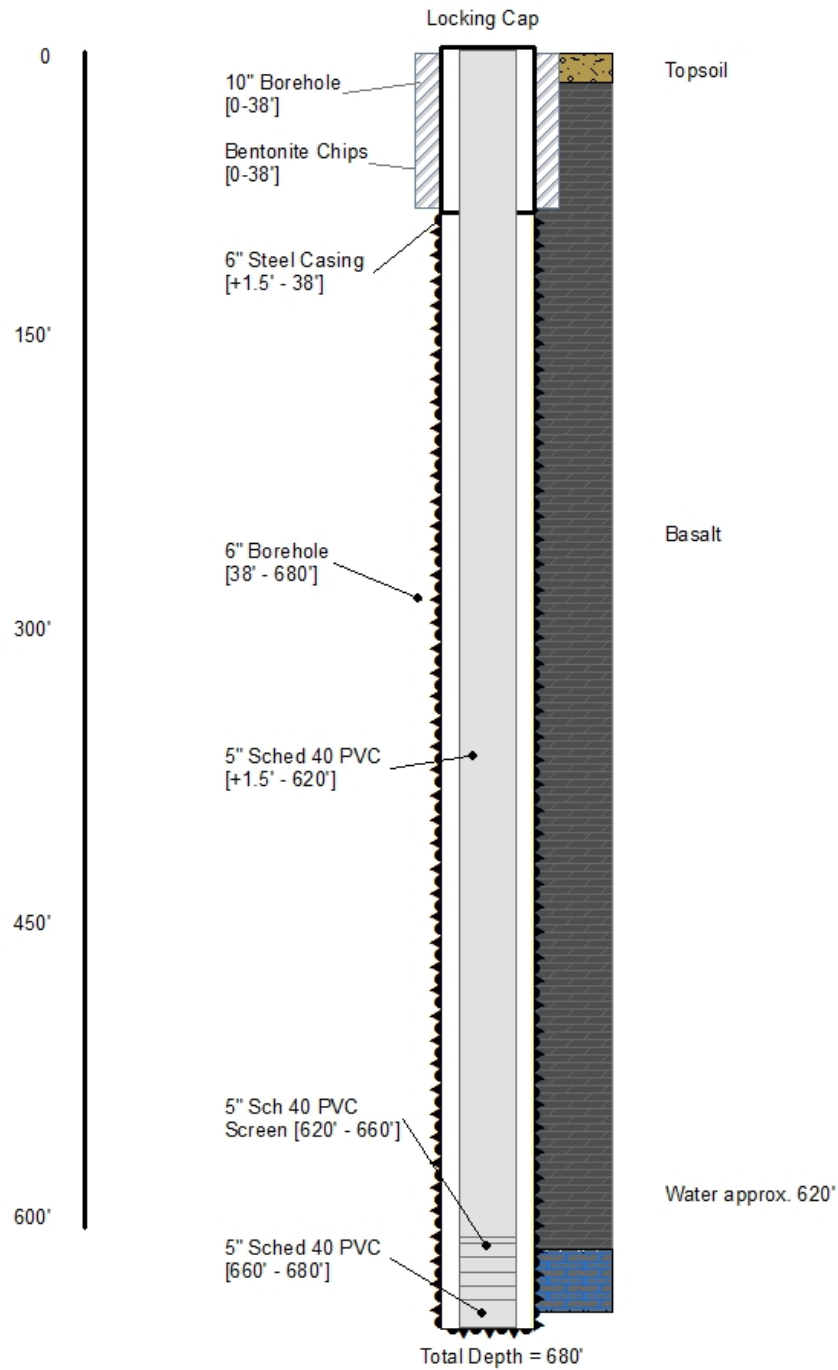
2019-2020 DOE SEP WELL DESIGN WELL #16



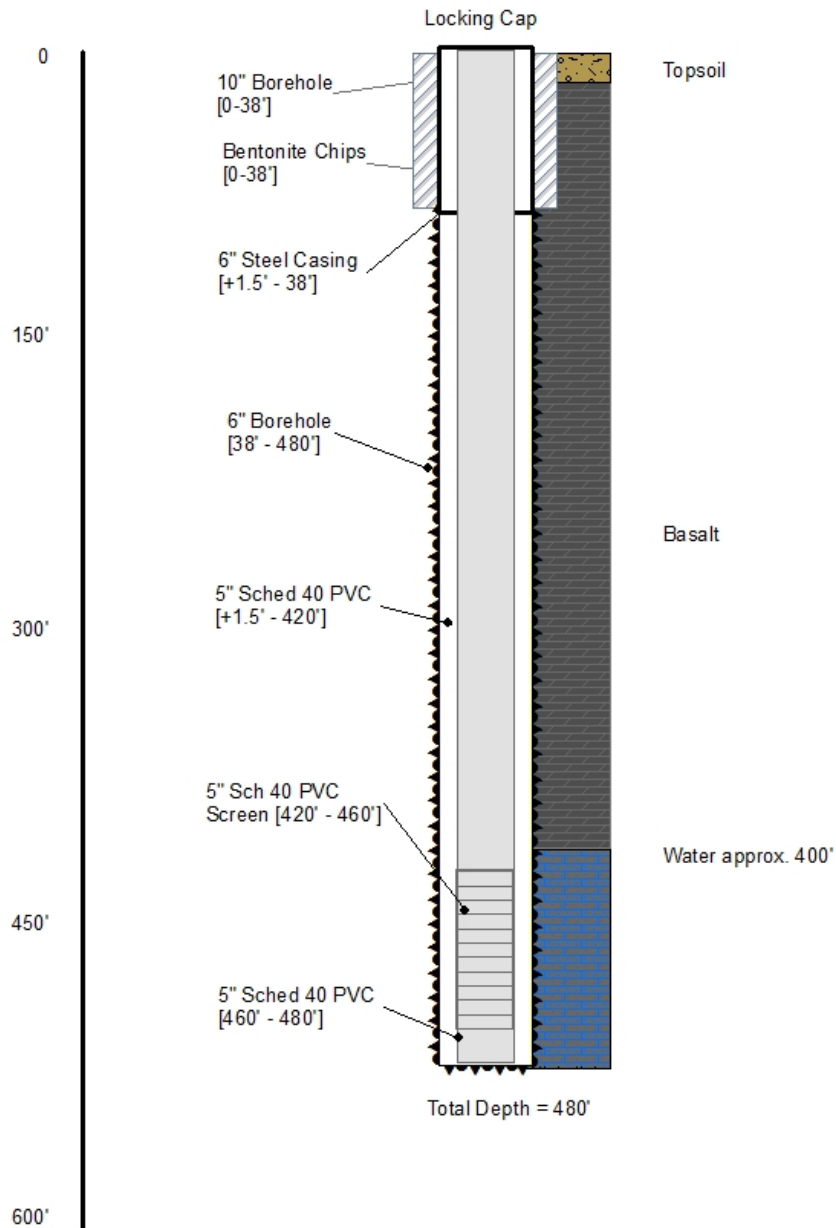
2019-2020 DOE SEP WELL DESIGN WELL #18



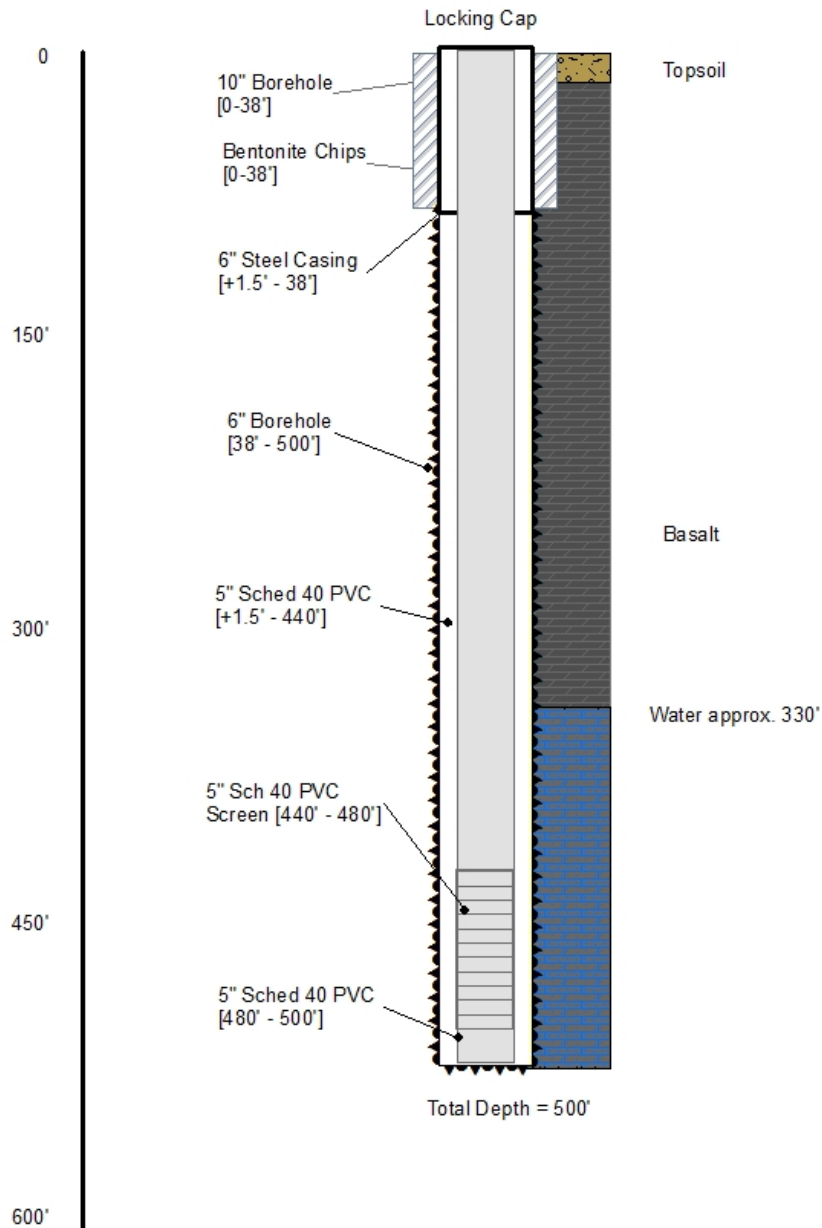
2019-2020 DOE SEP WELL DESIGN WELL #19



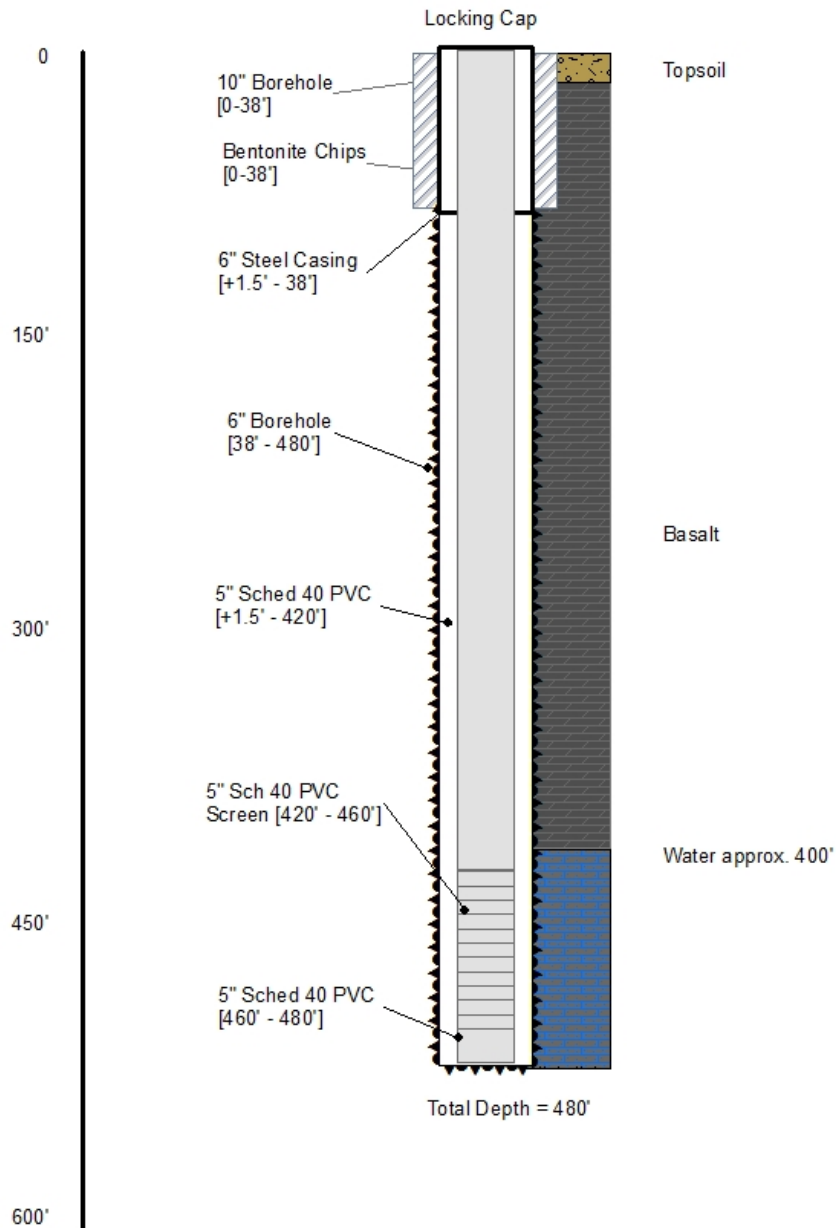
2019-2020 DOE SEP WELL DESIGN WELL #20



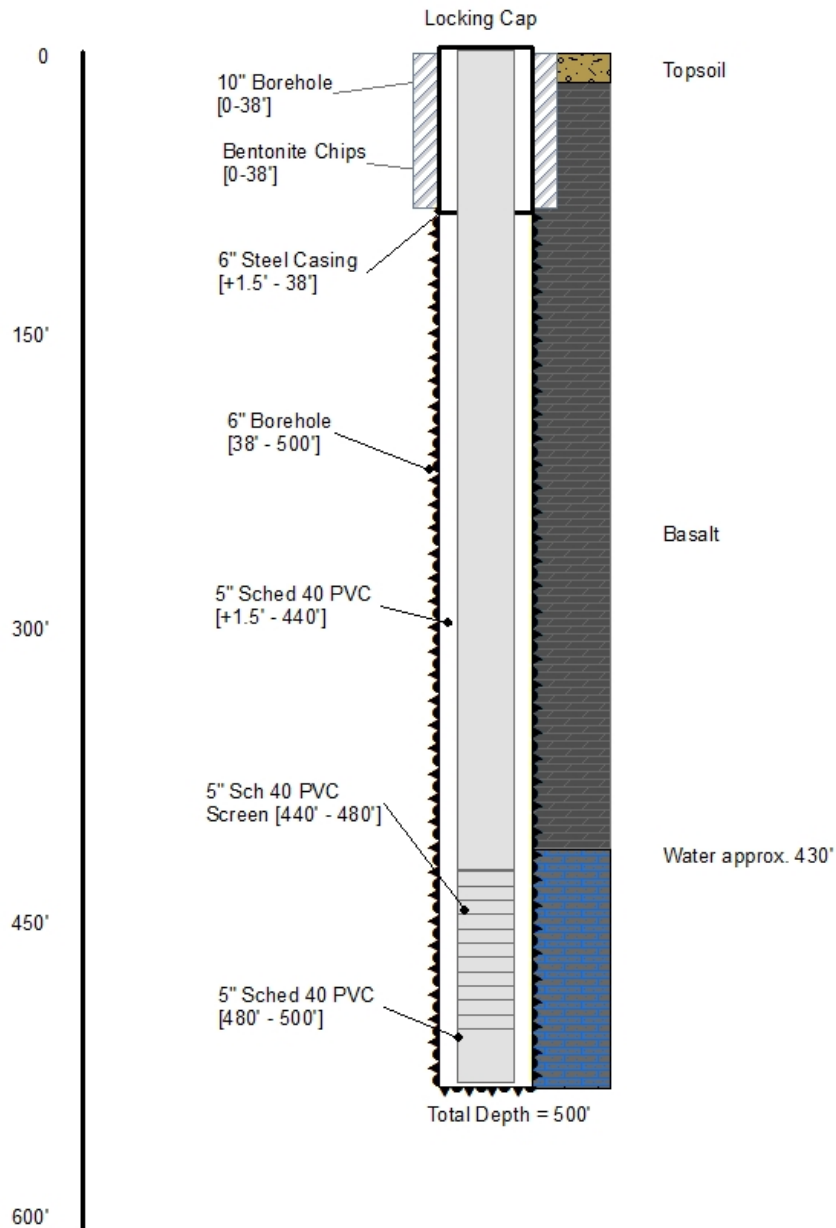
2019-2020 DOE SEP WELL DESIGN WELL #21



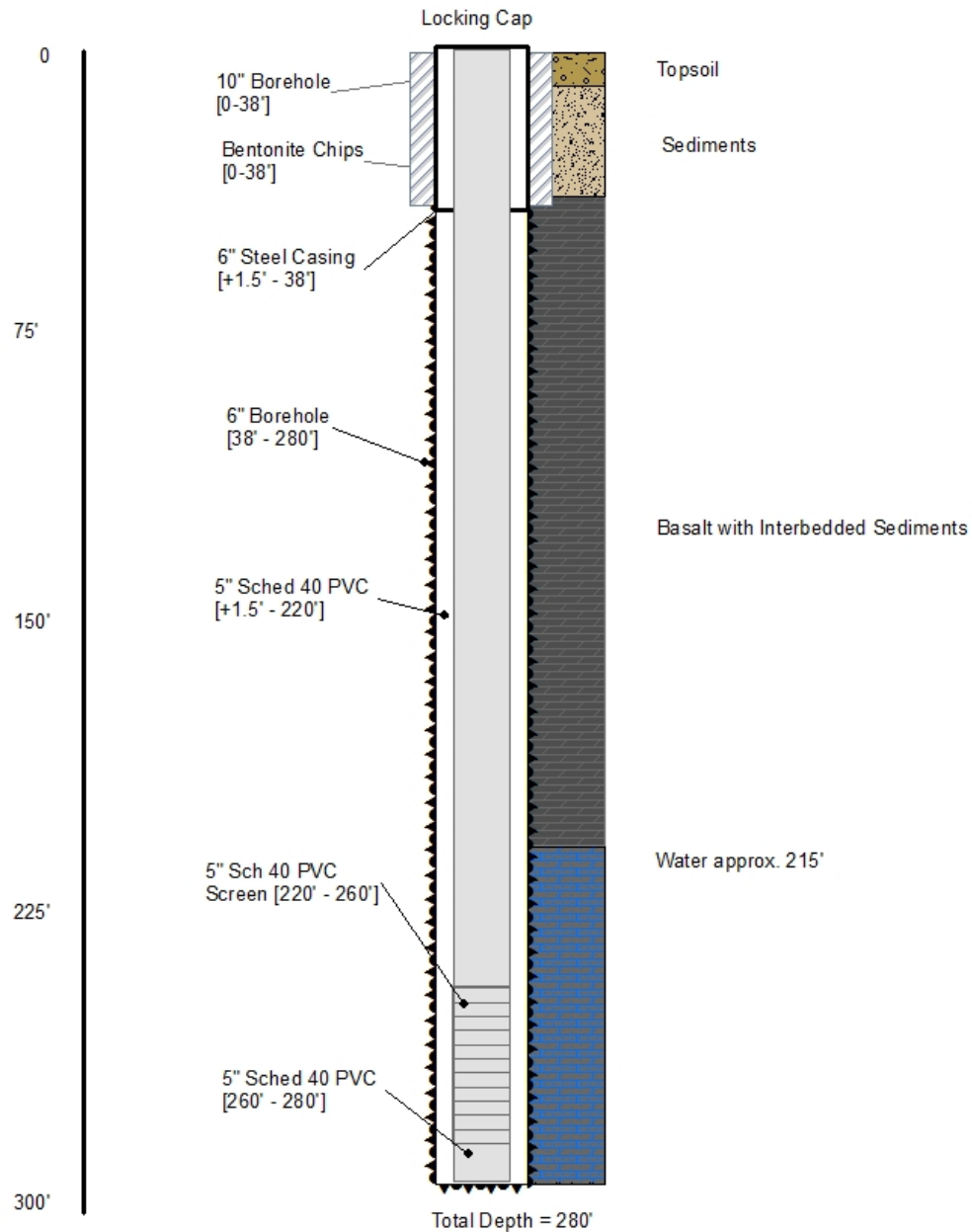
2019-2020 DOE SEP WELL DESIGN WELL #22



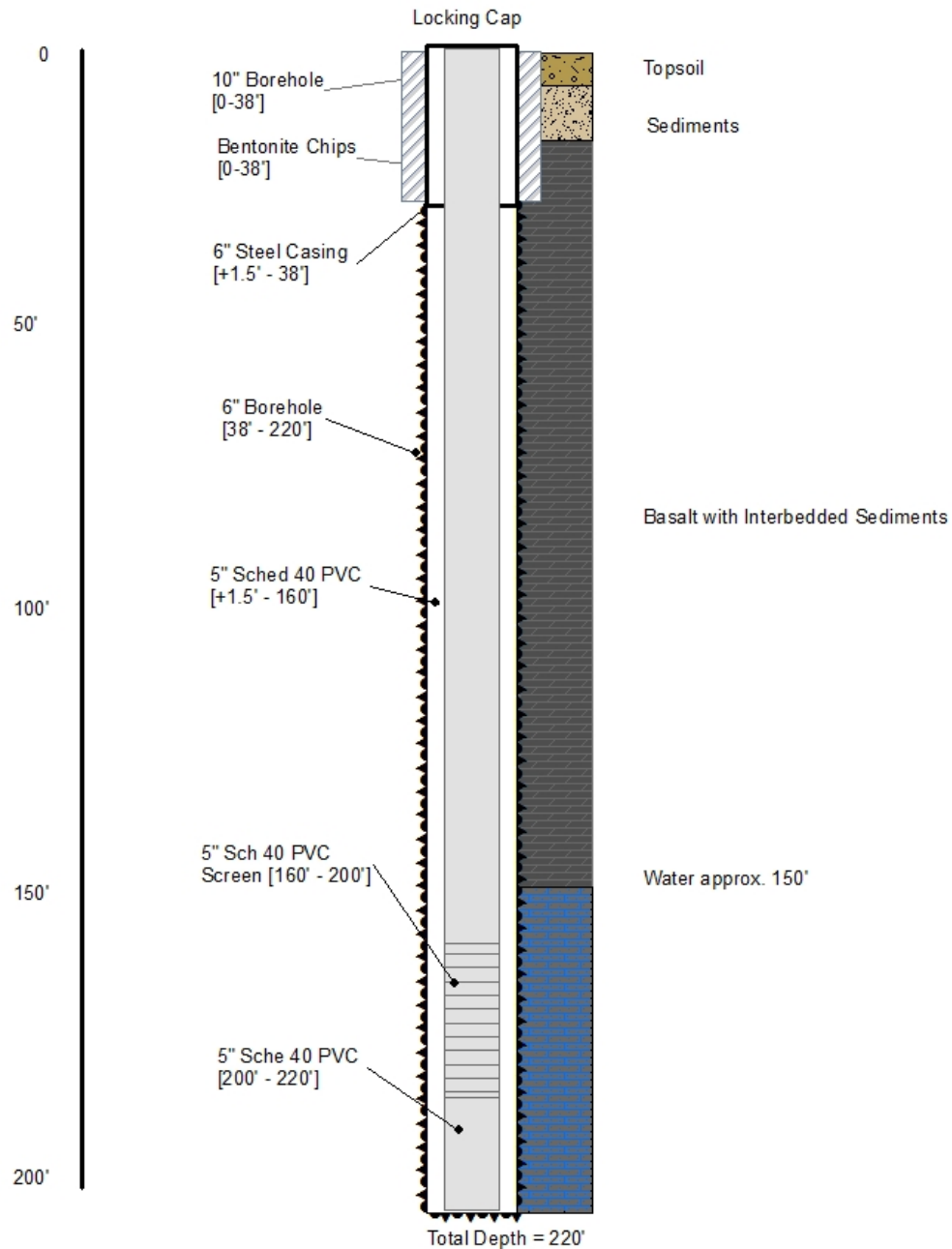
2019-2020 DOE SEP WELL DESIGN WELL #23



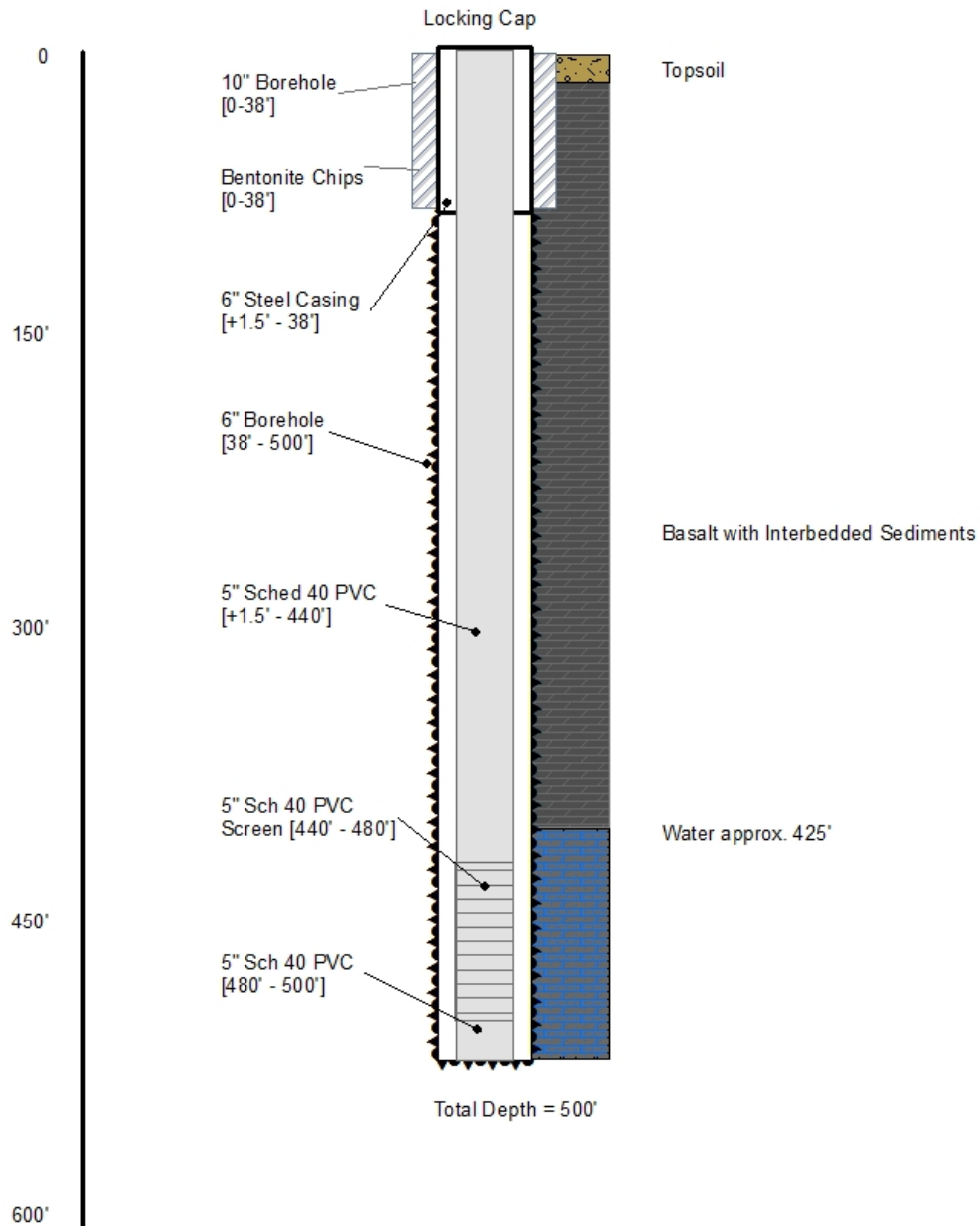
2019-2020 DOE SEP WELL DESIGN WELL #24



2019-2020 DOE SEP WELL DESIGN WELL #25

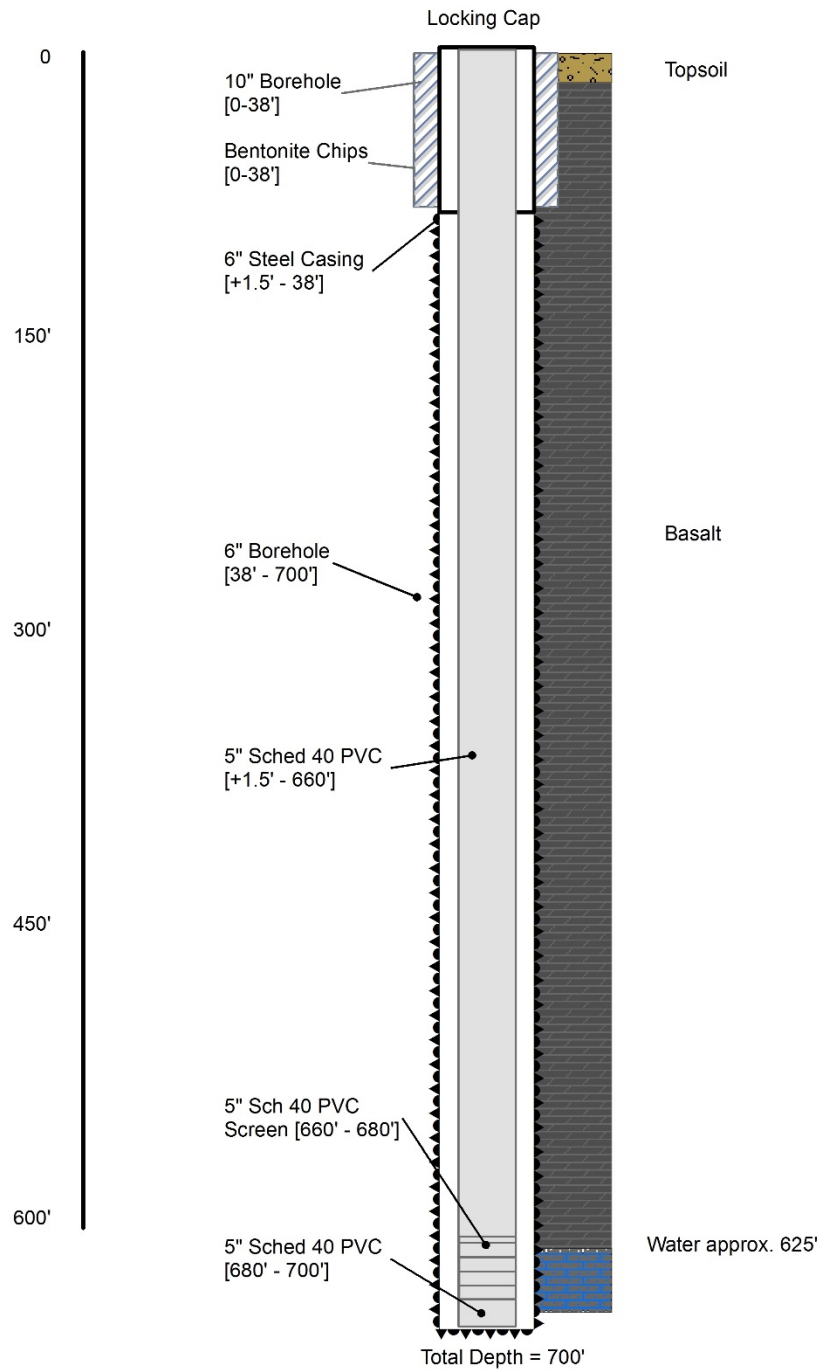


2019-2020 DOE SEP WELL DESIGN WELL #26



2019-2020 DOE SEP WELL DESIGN

WELL #27



2. Reporting

The Contractor shall maintain a separate field log for each well, which is to contain routine field activities and unusual conditions encountered in the field. Field notes shall identify procedures followed in the field, describe any deviations from standard practice, and report any information that could affect the use of the well. Field notes shall be recorded in an acceptable format as a permanent record and shall be made available to IDWR by request. Notes shall be legible, and leave no doubt about interpretation. Field logs will be made available upon request to IDWR within seven (7) working days.

3. Equipment and Maintenance

The Contractor shall supply and maintain well drilling equipment at all well locations. The Contractor shall be responsible for repair and routine maintenance of the drilling equipment owned by the Contractor. IDWR will not be responsible for repair, maintenance, or loss of equipment due to any cause, including vandalism. The Contractor must repair or replace equipment as quickly as possible to ensure work continuity. The Contractor shall notify IDWR Project Coordinator of any equipment damage or malfunction within three (3) working days of discovery of the occurrence, and provide an assessment of the problem and proposed solution. Equipment shall be repaired or replaced within five (5) working days of discovery of the occurrence unless an alternative agreement is reached with IDWR.

ATTACHMENT 4 - STANDARD CONTRACT PROVISIONS
IDAHO DEPARTMENT OF WATER RESOURCES

I. DEFINITIONS

- A. "Department" or "IDWR" shall mean the Idaho Department of Water Resources, 322 East Front Street, PO Box 83720, Boise, Idaho 83720-0098, by and through its authorized representatives.
- B. "Contract Manager" shall mean that person appointed by the Department to administer this Contract on behalf of the Department and includes, except as otherwise provided in this Contract, an authorized representative of the Contract Manager acting within the limits of his authority.
- C. "Project Coordinator" shall mean that person appointed by the Contractor to administer this Contract on behalf of the Contractor and includes, except as otherwise provided in this Contract, an authorized representative of the Project Coordinator acting within the limits of his authority.

II. PROJECT COORDINATION

- A. All communications given to the Contract Manager or Project Coordinator shall be as binding as if given to the party.
- B. The Department's Director, or anyone authorized to act on his behalf, may change the Contract Manager at any time by written notice served on the Contractor.
- C. The Project Coordinator shall be the Contractor's representative for administration of this Contract and shall have full authority to act on behalf of the Contractor unless specified otherwise in the main body of the Contract. The Contractor may change its Project Coordinator by prior written notice served on the Department.

III. LIMITATION OF PROGRAM FUNDS

- A. The Contractor acknowledges that the Department cannot obligate funds prior to obtaining funding approval.
- B. The Department certifies that state or federal funds are presently available and authorized for expenditure to pay the portion of costs which will accrue during the current state or federal fiscal year or applicable grant period.
- C. The Contractor agrees that all obligations of the Department, including the continuance of payments under this Contract, are contingent upon the availability and continued appropriation of funds. In the event state or federal funds become unavailable as determined by the Department, the Department may immediately terminate this Contract or amend it accordingly. In no event shall the Department be liable for any payments in excess of approved or appropriated funds available for this project.

IV. TERMINATION FOR CONVENIENCE

- A. The Department may terminate for its convenience this Contract in whole or in part. In such event, the Department shall serve a written Notice of Termination for Convenience on the Contractor by deposit in the United States mail, as certified, return receipt requested with proper postage affixed. Notice of Termination for Convenience shall be deemed served upon its receipt.
- B. The Contractor shall not incur after the date of service of the Notice of Termination for Convenience any non-cancellable obligations, except as authorized in the written Notice of Termination for Convenience.
- C. If a termination for the convenience of the Department is effected, an equitable adjustment in the payments authorized in this Contract shall be made. Such adjustments shall provide for payment to the Contractor for services rendered prior to the effective date of termination of the Contract and for all non-cancellable obligations incurred prior to receipt of a Notice of Termination for Convenience.
- D. Within twenty (20) days of receipt of a Notice of Termination for Convenience, the Contractor shall submit a summary detailing all completed work on service required by this Contract.

V. TERMINATION FOR DEFAULT

- A. In addition to any termination of this Contract in accordance with Section IV, the Department may terminate this Contract in whole or in part because of the failure of the Contractor to fulfill its obligations if Contractor fails to cure such default after notice and a period to cure. Upon receipt of Notice of Termination for Default, the Contractor shall immediately discontinue all services affected. Oral notice of termination by the Department is effective when given, but in such a case, the Department shall confirm with written Notice of Termination for Default by deposit in the United States mail as certified, return receipt requested. The effective date of termination for default if no oral notice is given shall be the date of receipt of Notice of Termination for Default.
- B. If a termination for default is effected, an equitable adjustment in the payments authorized in this Contract shall be made. Such adjustments shall provide for payment to the Contractor for services rendered prior to the effective date of termination of the Contract and for all non-cancellable obligations incurred prior to receipt of a Notice of Termination for Default.
- C. The rights and remedies of the Department provided in this Contract are in addition to any other rights and remedies provided by law or under this Contract.

INDEMNIFICATION

- A. Contractor shall indemnify, defend, and save harmless the Department, 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 Contract or Contractor's failure to comply with any state or federal statute, law, regulation, or rule.

- B. Upon receipt of the Department'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 Department, to begin fulfilling its obligation to indemnify, defend, and save harmless the Department. 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 Department under this Contract. However, if it is determined by a final judgment that the Department's negligent act or omission is the sole proximate cause of a suit or claim, the Department shall not be entitled to indemnification from Contractor with respect to such suit or claim, and the Department, 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 VI.C.
- C. Any legal defense provided by Contractor to the Department under this section must be free of any conflicts of interest, even if retention of separate legal counsel for the Department is necessary. Any attorney appointed to represent the Department 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 §§ 67-1401(13) and 67-1409(1).

VII. NO PERSONAL LIABILITY

Contractor specifically understands and agrees that in no event shall any official, officer, employee, or agent of the Department and the State of Idaho be personally liable for any representation, statement, covenant, warranty, or obligation contained in, or made in connection with, this Contract, express or implied.

VIII. TAXES

The Contractor, with respect to its employees and those of its subcontractors, if any, shall pay, indemnify and hold the Department and the State of Idaho harmless from the payment of all taxes and contributions imposed by federal and state laws, including social security taxes, with respect to said employees and their remunerations, including all interest and penalties payable under said laws as the result of noncompliance therewith.

IX. WORKERS COMPENSATION INSURANCE

Unless the Contractor is exempt under the provisions of Idaho Code § 72-212, the Contractor warrants that it has purchased worker's compensation insurance for Contractor and all employees engaged in the performance of this Contract and shall provide the Department with a Certificate of Insurance to verify the same within 15 days of the execution of this Contract. The Contractor shall notify the Contract Manager within five (5) days of any change in the status of its worker's compensation insurance.

X. INSURANCE

- A. Contractor shall obtain and maintain insurance at its own expense as required herein for the duration of the Contract with insurance companies properly licensed to do business in Idaho. The Contractor shall provide certificates of insurance or certified endorsements as applicable for the insurance required. Contractor shall provide a copy of the carrier's notice of cancellation or material changes within two days of the Contractor receiving notice from the carrier. All insurance, except for Workers Compensation and Professional Liability/Errors and Omissions, shall name the Department and the State of Idaho as Additional Insured.
- B. Contractor shall maintain insurance in amounts not less than the following:
 - 1. Commercial General Liability (CGL) with a limit of not less than \$1,000,000 each occurrence, and \$2,000,000 annual aggregate, if defense is inside the limits. If defense is outside the limits, the limit must be \$2,000,000 each occurrence and \$4,000,000 aggregate.
 - 2. Automobile Liability including owned, non-owned, leased, and hired liability with a limit of not less than \$1,000,000 each accident and \$1,000,000 aggregate.
 - 3. 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 \$1,000,000.

XI. RELATIONSHIP OF THE PARTIES

- A. The parties intend to create by the terms of this Contract, an independent contractor relationship between the Department and the Contractor.
- B. The parties do not intend to create by the terms of this Contract the relationship of employer and employee. Contractor's status under this Contract shall be that of an independent contractor and not that of an agent or employee of the State. Contractor shall be responsible for paying all employment-related taxes and benefits, such as federal and state income tax withholding, social security contributions, worker's compensation, and unemployment insurance premiums, health and life insurance premiums, pension contributions, and similar items. Contractor shall indemnify the Department and the State and hold them harmless from any and all claims for taxes (including but not limited to social security taxes), penalties, attorneys' fees, and costs that may be made or assessed against the State arising out of Contractor's failure to pay such taxes, fees or contributions.

XII. ASSIGNMENT OF BENEFITS AND DELEGATION OF DUTIES

- A. The Contractor shall not delegate any duties under this Contract or assign any benefits, including any moneys due or to become due hereunder, without the prior written consent of the Department.
- B. In the event a delegation of duties or an assignment of benefits is approved by the Department, the Contractor shall remain responsible and agrees to bind every such delegate or assignee to comply with the terms and conditions of this Contract.

XIII. WAIVER, MODIFICATION OR AMENDMENT

No waiver, modification, or amendment of this Contract or of any covenants, conditions, or limitations herein contained shall be valid unless in writing and executed by both parties. The parties further agree that the provisions of this section may not be waived, modified, or amended except as herein set forth.

XIV. PUBLIC RECORDS

Pursuant to Idaho Code § 74-101, et seq., information or documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. The Contractor shall clearly designate each portion as “exempt” on each page of such documents and shall indicate the basis for such exemption. The Department will not accept the marking of an entire document as exempt. In addition, the Department will not accept a legend or statement on one page that all, or substantially all, of the document is exempt from disclosure. The Contractor shall indemnify and defend the Department against all liability, claims, damages, losses, expenses, actions, attorneys’ 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 Department shall constitute a complete waiver of any and all claims for damages caused by any such release.

XV. RIGHTS IN DATA

- A. The Contractor agrees that all data, plans, drawings, specifications, reports, operating manuals, notes, and other written documents produced in the performance of this Contract or in contemplation thereof, are owned by and are for the exclusive use of the Department and are subject to the rights of the Department set forth in this section.
- B. The Department shall have the right to reproduce, publish, and use all such documents or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so.
- C. The Department agrees to identify the Contractor or designate appropriate authorship on all materials reproduced and published that are a direct product of the work performed under this Contract.

XVI. RETENTION OF RECORDS AND ACCESS TO FACILITIES, PREMISES, AND RECORDS

- A. The Contractor shall establish and maintain project budget accounts and records for work and services required by this Contract in accordance with generally accepted accounting principles and practices. Records shall be retained by the Contractor throughout the term of this Contract and for a period of three (3) years following final settlement.
- B. At all reasonable times during the term of this Contract and for a period of three (3) years following final settlement, the Department, State of Idaho, and their authorized representatives shall have access at the Contractor’s offices to its records related to the services performed under this Contract for the purposes of inspection, audit, and copying by the Department, State of Idaho, and their authorized representatives.

XVII. FORCE MAJEURE

Neither party shall be liable for or deemed to be in default for any delay or failure to perform under this Contract if such delay or failure to perform results from an act of God, civil or military authority, act of war, riot, insurrection, or other occurrence beyond that party's control. In such case, the intervening cause must not be caused by the party asserting it, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

XVIII. ILLEGAL ALIENS

Contractor warrants 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 of this Contract and shall be cause for termination.

XIX. ENTIRE AGREEMENT

This Contract sets forth all the covenants, provisions, agreements, conditions, and understandings between the parties, and there are no covenants, provisions, agreements, conditions or understandings, oral or written, between them other than are herein set forth.

XX. SEVERABILITY

If any part of this Contract is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.

XXI. SURVIVAL

All covenants, conditions, indemnifications, and other elements in this Contract that might involve performance subsequent to any termination or expiration of this Contract or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Contract shall survive. Survival of such terms shall not extend in violation of Article VII, Section 11 of the Idaho Constitution and Idaho Code §§ 59-1015 through 59-1017.

XXII. NO WAIVER

The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract be construed as or deemed to be a waiver of any subsequent breach or default.

XXIII. EFFECT OF SECTION HEADINGS

The section headings appearing in this Contract are not to be construed as interpretations of the text but are inserted for convenience and reference only.

XXIV. SOVEREIGN IMMUNITY

Nothing contained in this Contract shall be considered a waiver of the State's sovereign immunity, which immunity is expressly reserved.

XXV. GOVERNING LAW

This Contract shall be governed as to validity, construction, and performance by the laws of the State of Idaho and the parties hereto consent to the jurisdiction of the state courts of Ada County in the state of Idaho. The venue of any action brought by any parties to this Contract shall be in a State of Idaho District Court.

XXVI. NOTICES

All notices shall be in writing and sent certified mail, postage prepaid, return receipt requested to:

Idaho Department of Water Resources
Attn: Purchasing Agent
PO Box 83720
Boise, ID 83720-0098



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E Front Street, Suite 648 • PO Box 83720 • Boise ID 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700

Website: idwr.idaho.gov • Email: idwrinfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN

ATTACHMENT 5 - SIGNATURE PAGE

Submit with Invitation to Bid Response

NO LIABILITY WILL BE ASSUMED BY THE IDAHO DEPARTMENT OF WATER RESOURCES FOR A VENDOR'S FAILURE TO OBTAIN THE TERMS AND CONDITIONS AND ANY PROPERLY ISSUED SOLICITATION ADDENDUMS IN A TIMELY MANNER FOR USE IN THE VENDOR'S RESPONSE TO THIS SOLICITATION OR ANY OTHER FAILURE BY THE VENDOR TO CONSIDER THE TERMS, CONDITIONS, AND ANY ADDENDUMS IN THE VENDOR'S RESPONSE TO THE SOLICITATION.

Fax your Bid response to: 208-287-6700

OR

Mail your Bid package to: Idaho Department of Water Resources
PO Box 83720
Boise, ID 83720-0068

FedEx, UPS, or other Couriers: Idaho Department of Water Resources
322 East Front St, Suite 648
Boise, ID 83702

This ITB response is submitted in accordance with all documents and provisions of the specified ITB Number and Title provided below. By my signature I accept the terms, conditions and requirements contained in the solicitation, including, but not limited to, the IDAHO DEPARTMENT OF WATER RESOURCES STANDARD CONTRACT TERMS AND CONDITIONS and the SOLICITATION INSTRUCTIONS TO VENDORS in effect at the time this ITB was issued, as incorporated by reference into this solicitation. As the undersigned, I certify I am authorized to sign and submit this response for the named Vendor. I further acknowledge I am responsible for reviewing and acknowledging any addendums that have been issued for this solicitation.

ITB Number 20-003

ITB Title: Well Drilling Services

Vendor (Company Name) _____

Address _____ City, State, ZIP _____

Phone _____ FAX _____ FEIN _____

E-mail _____

Signature

Date

Printed Name

Title

RETURN THIS SIGNATURE PAGE WITH YOUR BID