

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



**WETFOOT HERITAGE SURVEY**  
**REQUEST FOR QUOTE NO. 26-235-021001**  
**DUE BEFORE 12:00:00 P.M. P.T. on JUNE 17,**  
**2026**

**REQUEST FOR QUOTE  
AND  
INSTRUCTIONS**

Quotes will be received by the Idaho Department of Lands for the following:

**WETFOOT HERITAGE SURVEY**

**INSTRUCTIONS:** All price quotes must be entered on the attached Schedule A. The signed Schedule A shall be Electronically Submitted to the email listed below. Idaho Department of Lands will award a contract to the qualified vendor submitting the lowest responsible and responsive quote. The TOTAL PRICE will be the basis for award.

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

**QUOTES DEADLINE AND ELECTRONIC DELIVERY REQUIREMENTS:** Quotes must be received before 12:00:00 P.M. P.T. on June 17, 2026. IDL is not responsible for delayed delivery of electronically submitted quotes. The date and time of electronically received quotes, to the IDL email address listed below, will be used to determine if electronically submitted quotes were received by the due date and time specified. **Mailed Quotes will not be accepted. Late Quotes will not be accepted. Fax Quotes will not be accepted.**

**Quote Email Address:**

[sleason@idl.idaho.gov](mailto:sleason@idl.idaho.gov)

**QUESTIONS:** Questions pertaining to this RFQ must be submitted in writing by email to sleason@idl.idaho.gov . The deadline for receiving questions is 12:00:00 P.M., on 6/12/2026. Responses to all questions received will be posted as an addendum on the IDL website at [www.idl.idaho.gov](http://www.idl.idaho.gov) Verbal questions will not be accepted.

**You must be registered in LUMA and PaymentWorks to receive a contract.**

**SCHEDULE A**  
**26-235-021001 Wetfoot Heritage Survey**

National Forest	Project Size Category (acres)	Acreage	Unit Of Measure	PRICE / UNIT OF MEASURE	TOTAL EXTENDED AMOUNT
Boise NF	Wet Foot Units	1069	Acres	\$ -	\$ -

In the case of math errors, the **PRICE PER UNIT OF MEASURE** will be correctly extended and the corrected **TOTAL EXTENDED AMOUNT** will be the basis

NOTE: The quantities of work to be done under this contract as set forth in Schedule A have been estimated and may not be accurate in any or all particulars. They are only for the purpose of comparing on a uniform basis the quotes offered for the work under this contract. The Contractor understands and agrees that these are estimates only and that the State shall not be responsible for any claim of profits, loss of profit or for damages because no work is ordered under certain items or because of a difference between the estimated quantities of work to be done and the actual quantities ordered by the State.

Company Name	<input type="text"/>	Contractor's Email	<input type="text"/>
Contractor's Name	<input type="text"/>	Contractor's Phone	<input type="text"/>
Mailing Address	<input type="text"/>	Taxpayer ID #	<input type="text"/>
	<input type="text"/>		
Contractors Signature	<input type="text"/>	Signed by	<input type="text"/>
Title	<input type="text"/>		Please Print Name Please Print Name

# PROJECT DESCRIPTION

## IDL RFQ 26-235-021001

### GNA Wetfoot Heritage Survey

**Location:** The Boise National Forest (BNF) plans to implement a vegetation management project on the Emmett Ranger District. The Wet Foot (BS-26-3493) Project includes vegetation and fuels treatments—such as commercial and non-commercial thinning and pile and broadcast burning— to address hazardous fuels to counter catastrophic wildfire risk, respond to insect and disease outbreaks, while promoting healthy and resilient forests and watersheds.

Wet Foot Project / BS-26-3492: The Wet Foot project is located within the Middle Fork Payette River watershed, entirely within Valley County. Major drainages of the project area include the Boiling Springs Watershed of the Middle Fork Payette River Subbasin. The major streams in the area are the Middle Fork Payette River and its tributaries, Sixmile, West Fork, Wet Foot, Bridge, and Lake Creeks.

The project encompasses approximately 28,100 acres. Nineteen proposed survey units have been identified within the Wet Foot Project Boundary totaling 1,069 acres. Eleven total sites are located within the Wet Foot Project boundary. Seven of these sites are eligible/unevaluated for inclusion on the NRHP. The site types associated with these include lithic scatters and a historic guard station. Ineligible site types include lithic scatters, lithic isolates, and a historic guard station footprint. All but one of the eligible/unevaluated sites were visited in the 2022 field season and updated. One previously recorded site (BS-1739/10VY1108) needs to be visited and documentation updated as a part of this contract.

Quads:	Boiling Springs, Bull Creek Hot Springs, Skunk Creek Summit, Six Mile Point
Township/ Range:	T11N, R4E, Sections 1, 2, 3, 10-15, 21-24, 26 T11N, R5E, Sections 3-10, 16-19 T12N, R4E, Sections 13, 24, 25, 26, 35, 36 T12N, R5E, Sections 1, 10-15, 17-35 T12N, R6E, Sections 5, 6, 7, 18 T13N, R6E, Section 31

**Background:** This work is being carried out by the Idaho Department of Lands on behalf of the Boise National Forest under the Good Neighbor Authority (GNA). The intent of this project is to conduct surveys for cultural resources within the project areas this field season. Specific project actions within this area are currently being refined. Identified tasks entail surveying areas of potential effect that have been identified as high or moderate probability for site occurrence, recording newly discovered and previously discovered archaeological resources, and synthesizing a complete and coherent Section 106 report – including all updated site forms – of the annually submitted Project Area for submission to the Idaho State Historic

Preservation Office (SHPO). The contractor shall be responsible for inputting all collected and synthesized data into the ICRIS platform after final Forest review for submission to the Idaho State Preservation Office.

Lands surrounding the project areas have a moderate density of cultural resource sites. Site types predominately include historic mining (both Euro-American and Chinese cultural affiliation), historic homesteading and ranching, Forest Service administration, historic roads and trails, Native American travel routes, and discrete Native American sites.

This work described herein is intended to collect data to describe existing resource conditions and to use it to determine the environmental impacts of proposed activities on the Forest. The resource information will be used to refine proposed actions and demonstrate consistency with relevant laws, rules and regulations. These projects will be consistent with all the requirements of the Good Neighbor Authority.

This document is arranged into the following sections:

- Scope
- Tasks to be completed
- Data collection needs and methods, and environmental analysis and report writing
- Schedule
- Appendices
  - o Appendix A: Project Maps
  - o Appendix B: Standard operating procedures for data collection by resource area

## **SCOPE**

To fulfill the requirements of this contract, the Contractor shall complete the tasks listed below to collect and summarize data, and to write a Section 106 report in support of a forthcoming NEPA analysis. The Contractor will not be responsible for contributions to the NEPA document itself. Contractor shall be responsible for the professional and technical accuracy of all work or services rendered. Errors and/or deficiencies resulting from their performance shall be corrected at no additional cost to IDL. If the Contractor determines that information provided by IDL is inaccurate, it is incumbent upon the Contractor to notify IDL immediately. Should the inaccuracy necessitate a change in scope, or level of effort, such change shall be formalized with a bilateral modification to this contract.

As a federal agency, the United States Forest Service (USFS) must comply with the Freedom of Information Act, 5 U.S.C. § 552 et seq. As a state agency, IDL must comply with the Idaho Public Records Act, Title 74, Chapter 1, Idaho Code. Investigator and field supervisor shall meet the Secretary of the Interior's professional qualification (Appendix A of 36 CFR Part 61) standards for Archaeology. Other field crew members will have, at least, a bachelor's degree in Anthropology or History. If the Contractor receives a request for records related to this contract, the Contractor will forward that request to the IDL Contracting Officer Representative, and to the Boise National Forest FOIA coordinator, Brian Lawatch at 208-590-3345 or [brian.lawatch@usda.gov](mailto:brian.lawatch@usda.gov).

## **TASKS TO BE COMPLETED**

This section specifies the tasks that shall be completed to fulfill the obligations of this contract. Deliverables are due as shown in the 'Schedule' below with final delivery of all specified items no later than November 1<sup>st</sup>. Delivery due dates may be extended if the Contractor has been delayed in their performance by an act or omission of IDL or USFS, and through no fault of the Contractor. All such delays must be agreed to in writing by IDL.

All documents for review as deliverables must be delivered to both IDL and USFS as agreed to in the pre-work meeting. Required meetings will be held virtually unless otherwise agreed upon by IDL, USFS and the Contractor.

IDL, USFS and the Contractor shall each provide a single point of contact for leading, coordinating, and providing oversight of work by each respective party. All requests for information or clarification shall be originated and made to these individuals unless otherwise agreed. These project leads shall be identified at the kickoff meeting (described in Task 1 below).

For each Task, a set of standards and deliverables are described. Deliverables are the products that the Contractor must provide for contract fulfillment. Deliverables for Tasks listed below will be reviewed and approved by IDL and USFS before the Contractor submits the next Task deliverable, unless agreed to in writing by IDL and USFS.

The Contractor shall provide transportation for its personnel to all meetings and site visits and will also provide personal protective equipment and appropriate field equipment for all site visits for their personnel.

**Table 1. Boise-Payette SIL GNA Project Proposed Action Development Task List**

<b><u>Task #</u></b>	<b><u>Description</u></b>
<b>1</b>	Meeting and Call Attendance/Participation
<b>2</b>	Quality Assurance/Quality Control
<b>3</b>	Data Collection
<b>4</b>	Draft Summary
<b>5</b>	Final Data Summary

### **Task 1: Meetings and Calls**

Required Contractor personnel, USFS, and IDL staffs will participate in a pre-work meeting to be held after the Contract has been awarded. The project leaders from IDL, USFS, and the Contractor who will be responsible for coordinating, organizing and leading the work described within this contract must be identified at, or prior to, the kick-off meeting. Coordination and scheduling of the pre-work meeting will be the responsibility of IDL. A second field-based meeting may be scheduled upon

the Contractor's request to familiarize the Contractor's staff with the project area. This field-based meeting will be coordinated by IDL and/or USFS.

Documents and other deliverables will be shared electronically by the contractor with both IDL and USFS via a shared Pinion folder unless otherwise agreed to at the pre-work meeting by all parties.

### **Task 2: Preparation and acceptance of Quality Assurance/Quality Control Plan**

The Contractor shall develop a draft quality assurance/quality control (QA/QC) plan and protocol for review and acceptance of deliverables that must be submitted within 15 calendar days after the pre-work meeting. This draft QA/QC plan will be reviewed by IDL and USFS and any issues will be identified. Prior to commencement of field data collection, this plan must be finalized as mutually agreed upon by IDL and the Contractor. The QA/QC plan must describe the measures the Contractor will take to ensure the data collected, summarized, and provided to IDL and USFS will be of professional quality. The QA/QC plan must identify all key personnel who will be utilized by the Contractor. Substitutions of key personnel must be approved by IDL in advance and in writing. The QA/QC plan must also include recommendations for IDL and Forest Service inspections, and their frequency; however, unannounced inspections must be included.

### **Task 3: Data Collection**

The Contractor shall collect data as described in Appendix B of this document. USFS will provide initial GIS datasets and other documentation in a file structure the Contractor must maintain for the duration of this work. USFS shall also make available to the contractor any relevant inventories, reports, site records, or reference material in support of pre-field inventory and report research. Additionally, the contractor must utilize the ICRIS system for a complete database of relevant resources and reports. Reference materials, templates, guidance, and other pertinent material will be provided by USFS or IDL to the Contractor either electronically or be made available at the Boise or Payette National Forest's Supervisor's Office in Boise or McCall, Idaho, respectively, and will be maintained and indexed by the Contractor as part of the project record. IDL and USFS will review the quality and format of data provided by the Contractor and request any corrections prior to approval of this task.

Deliverables are specified by resource area in Appendix B of this document. The data shall be organized by the Contractor and provided to IDL and USFS in approved electronic formats (.pdf, .xlsx, .docx, .gdb, etc.).

### **Task 4: Draft Data Summary**

The Contractor shall provide a written summary of the existing archaeological conditions within the Project Area.

The deliverables for this task include draft site forms of all previously documented and newly recorded cultural resources (including map, site sketch and photo page attachments), the draft Section 106 report (including map attachments), and a draft spatial data package for review. IDL and USFS will review the

documentation and request clarification, modifications, and rework, if necessary, before authorizing the Contractor to proceed to the next task.

Draft documents shall be shared electronically, IDL and USFS will review, and the Contractor shall address IDL and USFS's comments and repost the final version, unless otherwise agreed by IDL. Draft text-based deliverables for review will be in Microsoft Word; IDL and USFS comments on drafts will be in Microsoft Word with "Track Changes".

IDL and USFS will provide comments to draft deliverables as specified in the description of work within 15 calendar days of receipt of the Deliverables, unless otherwise agreed.

### **Task 5: Final Data Summary**

The deliverables for this task are final site forms of all previously documented and newly recorded cultural resources (including all map, site sketch, and photo page attachments), the final Section 106 report (including map attachments), and final spatial data package. All submitted final deliverables shall address suggested changes or comments presented during USFS review. This could include reflecting suggested changes in the final deliverables or Contractor initiation of a conversation with USFS to discuss why suggested changes aren't applicable. All final documents for this task will be maintained as part of the Project Record by the Contractor. All final deliverables will be provided in both Word and Adobe Acrobat formats and formatted for compliance with Section 508 of the Americans with Disabilities Act.

## **DATA COLLECTION NEEDS and METHODS, and ENVIRONMENTAL ANALYSIS**

IDL and USFS require data to be collected and an analysis performed (as indicated in Appendix B) for the following resource areas:

- Archaeological Resources

Methodologies for collecting data and information for environmental analysis is provided by resource discipline in Appendix B of this document. The Contractor shall provide a short synopsis identifying methodology and any areas of uncertainty resulting from the inability to collect applicable data for each resource area. In the event that further clarification is necessary, or changes to the data being collected and/or methods used are necessary, please contact the IDL Contracting Officer's Representative, to coordinate exchange of information with Forest Service specialists, prior to any changes being implemented.

Forest Service geospatial data that is publicly available at (<https://data.fs.usda.gov/geodata/>) will be used for this project. In addition - the IDL, USFS, and the Contractor will coordinate project specific data exchange using a format that is mutually accessible.

See Appendix B for details regarding the data collection and environmental analysis for each of these resource areas.

## **SCHEDULE**

The following table identifies the target dates for completion of each task. If a date in this schedule is not met, the Contractor, IDL, and USFS shall develop a mutually agreed upon modified schedule at the next scheduled monthly coordination meeting for this project.

<b>Task</b>	<b>Description</b>	<b>Complete by</b>
1	Kickoff meeting	TBD upon Award
2	Deliver Draft QA/QC Plan	15 calendar days after pre-work meeting
3	Year 1 Draft Deliverables Submitted	October 1, 2026
4	Year 1 Final Deliverables Submitted	November 1, 2026
5	ICRIS Entry by Contractor	December 1, 2026

### **Contract Administration:**

Contractor is responsible for the quality and accuracy of their work consistent with their approved QA/QC plan. Boise and Payette NF staff members will assess the Contractor's performance, ensuring the submitted records comply with all the applicable guidelines in the description of work.

Periodic inspections of work may be conducted by IDL or USFS COR. Progress meetings may be scheduled at the request of IDL via teleconference or in person to ascertain if the Contractor is on-schedule and whether the Contractor is complying with the Project Description.

As necessary, the Contractor must then revise the draft reports, incorporating any required changes, before delivering a final version of each report.

The Contracting Officer Representative (COR) for IDL – Contact information will be provided in final contract documents.

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

- Resolve disputes between the USFS COR and the Contractor.
- Decide questions of fact arising in regard to quality and acceptability of equipment to be used, materials furnished, and all work performed.
- Process invoices for payment.

The Contracting Officer Representative (COR) for USFS – contact information will be provided in final contract documents.

The COR has the following authority in addition to that delegated in other portions of the contract:

- Decide questions of fact arising in regard to quality and acceptability of work performed.
- Make recommendations to IDL for invoice payment.

**CONTRACT PAYMENT:**

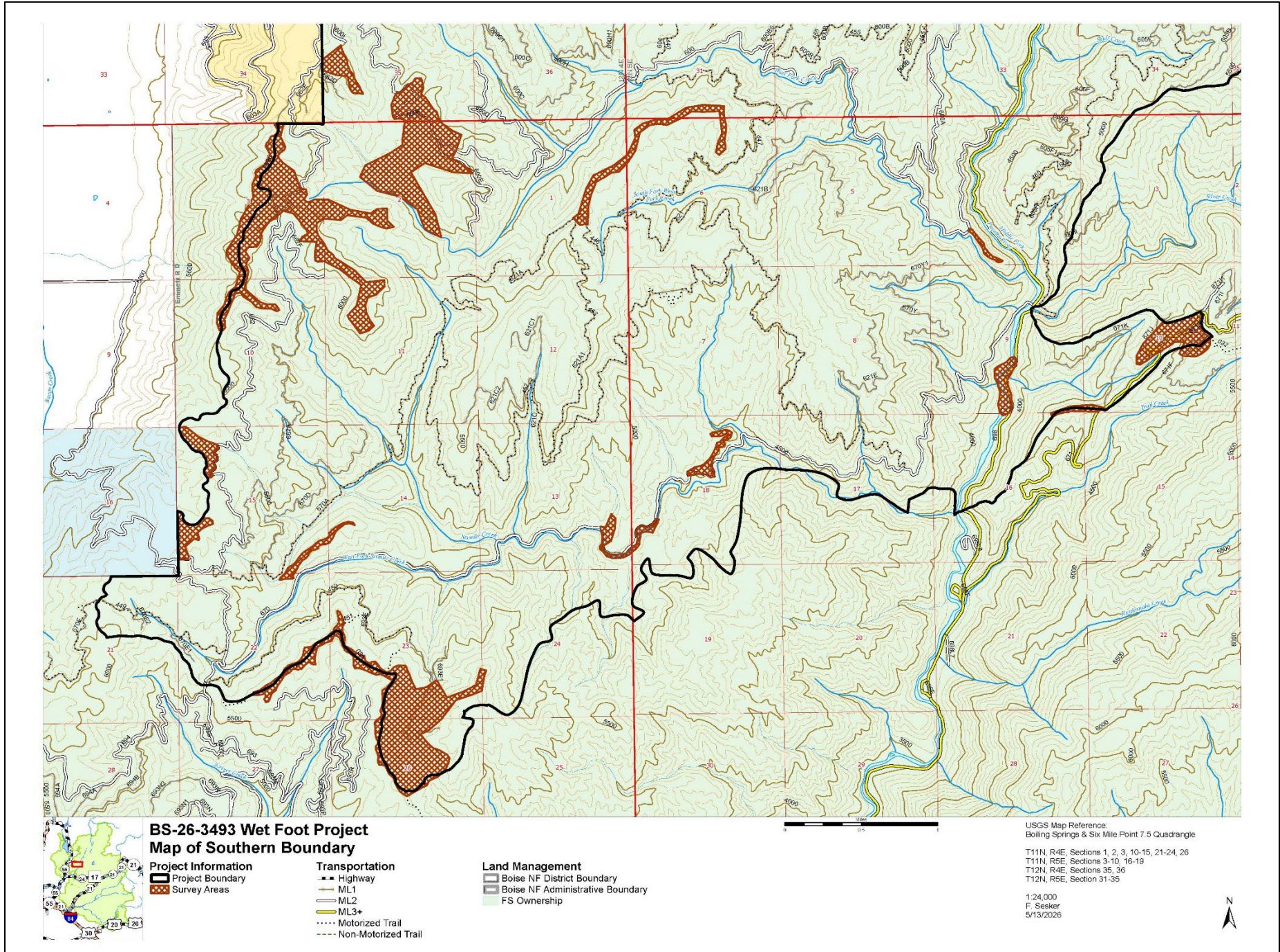
**Invoices must be sent to [GNAInvoice@idl.idaho.gov](mailto:GNAInvoice@idl.idaho.gov). Invoices that are not sent to this address may be delayed in processing and payment. Invoices must include the Contract Number and a unique invoice number to prevent delays in processing.**

Payment will be made to the Contractor upon satisfactory completion of all fieldwork at the rates set forth in Schedule A. Invoices must be itemized per the attached Schedule A; payment will be made after receipt of the contractor’s itemized invoice for satisfactorily completed work. Invoices shall be submitted no more than monthly and will include a description of services completed during the period being invoiced. Per Idaho Code 67-2302 (2) IDL has up to 60 days from receipt of an invoice for processing and payment.

<b>Contract Amount</b>	<b>Schedule</b>
50%	Upon Satisfactory Field Completion
20%	Upon Satisfactory Final Deliverable
30%	Upon SHPO Concurrence



Figure 2. BS-26-3493 Wet Foot Project (Southern Boundary)



## **APPENDIX B – Standard Operating Procedures for Data Collection and Environmental Analysis by Resource Area**

This Appendix includes Standard Operating Procedures (SOPs) for the following resource areas:

- Archaeology field surveys, new and previously recorded site record documentation and NRHP eligibility determinations, and Section 106 report

The following SOPs include contact information for the Forest Service representative that can answer technical questions regarding the procedures, after the contract has been awarded. They also include a description of the data to be collected, the methodology for data collection, the deliverables that will be needed during Data Collection, Draft Data Summary, and Final Data Summary and other info that may be provided by the Forest Service to aid the contractor.

<b>Boise-Payette SIL - Data Collection Standard Operating</b>	
<b>Resource Area:</b>	Archaeology
<b>Forest Service Archaeologist:</b>	Joe Bergstrom
<b>Phone &amp; e-mail</b>	208-373-4233 / joseph.bergstrom@usda.gov
<b>Data to be collected:</b>	
<p>Survey Areas of Potential Effect (APE) to Cultural Resources within the project area to current professional standards as defined by the Secretary of the Interior’s for Identification (<a href="https://www.nps.gov/history/local-law/arch_stnds_2.htm">https://www.nps.gov/history/local-law/arch_stnds_2.htm</a>). These areas include but are not limited to high probability terrain proximal to harvest units, appurtenant roads, landings, and any watershed/riparian restoration areas. Principal Investigator and field supervisor shall meet the Secretary of the Interior’s professional qualification (Appendix A of 36 CFR Part 61) standards for Archaeology. Other field crew members will have, at least, a bachelor’s degree in Anthropology or History.</p> <p>The Forest requires a contractor to:</p> <ol style="list-style-type: none"> <li>1. Perform annually specified number of acres of intensive (30 meter or less pedestrian transects) cultural resource survey over a three-year period.</li> <li>2. Record all new cultural resources discovered during the course of survey, including newly identified sites, isolated finds, and noted-not-recorded discoveries, and update specified previously recorded eligible sites.</li> <li>3. The results of the above fieldwork are to be included in both a draft and final professional narrative summary report and site/isolate forms summarizing all aspects of the inventory, site-update work, findings, and relevance for greater archaeological interpretation/association and scientific understanding.</li> <li>4. Synthesize a draft and final Section 106, detailing all project effects analysis</li> </ol>	

(e.g., No Effect, No Adverse Effect, etc.) and National Register eligibility recommendations (changed recommendations and initial evaluations) thoroughly and succinctly.

5. Input survey, sites, and Section 106 report into ICRIS for final submission after final Forest review.
6. Coordinate annually with Forest to ensure that each year's submitted project request from the Forest is feasible and achievable in the outlined timeframe.

**Methodology:**

Within the Project Area:

**Cultural Resource Survey**

Pedestrian cultural resource surveys of the Boise-Payette SIL project area will occur on an annually specified number of acres of landforms possessing 30-degree slope or less. Areas identified as candidate for survey have not been ground verified, thus are subject to exclusion based on terrain condition found by the surveying contractor. Areas within the identified units that are found to exceed 30-degree slope or be inaccessible due to dense vegetation need not be surveyed. Those areas determined appropriate for survey exclusion need to be documented spatially and include both a written justification and at least one photo demonstrating the area's lack of suitability. Thirty (30) meter or less transects will be employed on accessible terrain, except where prohibited by vegetation, or when connecting survey units. See annually provided maps for the location of all cultural resource survey units associated with the Boise-Payette SIL project. GIS shapefiles for all identified project areas and survey units will be included in the spatial data package prepared by USFS for annual submission to the contractor upon award of this contract.

Inventory maps (1:24,000 scale) generated for this project and included in the draft and final Section 106 report will clearly show what areas were surveyed. When areas unfit for pedestrian survey are encountered within the identified survey parcels, the surveyor will take digital photographs as necessary to reasonably document the forest terrain, ground visibility and vegetation conditions. These photographs will be included with the project data that is digitally submitted to the Idaho SHPO with a key/log/crosswalk that easily matches each to their respective survey parcel location shown on the survey map.

**Recording/Updating Cultural Resources**

The contractor shall update all previously recorded eligible or unevaluated sites and selected not eligible resources identified by the Forest Service within the annually identified project area. Further, the contractor shall record all sites identified during the course of survey and evaluate each for their National Register eligibility on a State of Idaho site form. Newly recorded isolates will be recorded on the Isolated Find table template as supplied by the Boise and Payette National Forests. Noted-not-recorded artifacts will be consolidated onto a single list that will be

shared with the Forest at the end of each contract year. A list of additional sites that need not be visited nor recorded will be furnished annually with the project submission upon the award of this contract for inclusion in the final Section 106 report.

### **Section 106 Report Synthesis**

The contractor shall synthesize a thorough and cogent Section 106 report for submission to the Idaho State Historic Preservation Office. The report will include determinations of significance and effect for all identified cultural resources relative to proposed project actions. The contractor shall utilize provided Determination of Significance and Effect and Narrative Summary forms provided by the Forest.

***Deliverables*** (format, products [GIS, data entry into files/databases, summary write-ups, comparisons to Forest Plan], etc.):

All reports shall have the following statement and information shall be controlled.

**“CONFIDENTIAL INFORMATION - Archaeological and other heritage resources can be damaged or destroyed through uncontrolled public disclosure of information regarding their location. This document contains sensitive information regarding the nature and location of archaeological sites that should not be disclosed to unauthorized persons Information regarding the location, character or ownership of a historic resource is exempt from the Freedom of Information Act pursuant to 16 U.S.C. 470w-3 (National Historic Preservation Act) and 16 U.S.C. § 470hh (Archaeological Resources Protection Act.”**

The Contractor shall perform the work in accordance with relevant professional and Idaho SHPO standards. The draft deliverables will consist of one digital copy of the report/maps, one copy of each site/isolate form with associated attachments, and a draft spatial data package. The final deliverable will consist of one pdf digital copy of the report/maps, one copy of each site and isolate forms, and associated attachments (do not combine all deliverables into one large pdf file), and a final spatial data package (shapefile attribute requirements are described below). At least four digital photographs must be taken of each site for inclusion in the site form but could include more photographs as determined by the presence and quantity of site features and significant artifacts (one photo is required for each identified feature).

Templates for Section 106 reports (Microsoft Word), site records (Microsoft Word), site photograph pages (Microsoft Word), photo logs (Microsoft Excel), site sketches (Adobe Illustrator), and site location maps (ArcGIS Pro) will be provided to the contractor by the USFS and must be used for all drafts and final deliverables.

Other Idaho SHPO and general contract requirements include:

1. A photograph log must accompany each site form. Only photographs relevant to a given site can be shown on the photograph log for that site. The site #, object

of photo, date of photo, camera direction (by degrees), name of photographer, name of project and photo # must be shown on the photo log.

2. All reported UTM coordinates must be based on the NAD83 projection.
3. All site/isolate forms will have a map showing the site location on a 1:24,000 scale USGS quadrangle map. That map will state the appropriate USGS quad, township/ranges, as well as legibly show the site location and actual size. A legend on each map will clearly identify objects on the map as needed. Sites represented on location maps must be displayed and delivered to the USFS in a polygon format representing the actual site boundaries. Point-style data is not an acceptable format for submission at any task stage.
4. Drawn site sketch maps (required) should show relevant cultural and natural features drawn to scale, while other general environmental/topographic features can be provided in general schematic form. The maps must include a datum point (please do not create permanent or semi-permanent datums by nailing tags/placards to trees or driving datums into the ground). See provided examples and seek clarification where uncertainty occurs.
5. All site recording/updating will be reported utilizing the Archaeological Survey of Idaho site form (Microsoft Word) in the provided, Payette-specific template. No deviations to this form shall occur. Special attention shall be paid to the "Eligibility Statement" field, which must include a detailed assessment of the site and its greater historical context and shall reference both site integrity and relevant "seven aspects of eligibility" in the larger discussion of the site's eligibility determination.
6. Measurements used to record historic sites shall utilize the imperial system (yards/feet/inches etc), while measurements used to record Native American sites shall use the metric system (meters/centimeters etc).
7. Section 106 report must be completed and submitted on the provided Determination of Significance and Effect, and Narrative Summary Report forms. Pre-formatted, contracting firm-specific Narrative Summary templates will not be accepted.
8. Section 106 report shall be thorough and include determinations of eligibility and project effect of all identified cultural resources. The contractor should contact the USFS where questions on determinations arise, and the contractor should be aware that final determinations – as manifest in the review stage – are at the discretion of the USFS representatives. These determinations should be an iterative process.
9. Three separate GIS shapefiles or feature classes are required consisting of sites, isolates and survey locations. Site and isolate shapefiles will list in their attribute tables the newly assigned field numbers (identical to those numbers used in the required reports), previously assigned Forest number (if applicable), and previously assigned Smithsonian numbers (if applicable). The survey shapefile will be presented as a polygon feature, submission of survey transects in a linear feature class format will not be accepted.
10. An ARPA permit will be required at no cost to the contractor. The permit must be fully executed before fieldwork begins. Absolutely no excavation or subsurface testing are permitted under this contract.
11. Resumes/vitae of all field personnel must accompany the final report.

12. No collecting of surface artifacts is authorized under this contract unless the Principal Investigator determines them to be in imminent danger of destruction. In the rare event that an artifact is collected, it must be immediately delivered to the identified Forest Service representative.

It is important to note that all submissions MUST follow the above standards, or the work will be returned to the contractor for correction. Neither the Forest Service nor the Idaho State Historic Preservation Office will provide clerical services for the purposes of completing these contract requirements.

***Other info provided by Forest Service and/or Idaho Dept of Lands:***

Forest will provide:

<u>Description</u>	<u>Location</u>	<u>Dates Available</u>
Previously Recorded Site Forms (as needed)		Emailed from USFS
Annually Post Award Microsoft Word Site Form		Shared Pinion Folder
Post Award Microsoft Word Isolate Form		Shared Pinion Folder
Post Award Adobe Illustrator Site Sketch Template		Shared Pinion Folder
Post Award Spatial Data Package		Shared Pinion Folder
Annually Post Award (including map templates)		

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



**WETFOOT HERITAGE SURVEY**  
**CONTRACT NO. TBD**  
**CONTRACTOR TBD**

**STATE OF IDAHO  
DEPARTMENT OF LANDS**

**WETFOOT HERITAGE SURVEY  
CONTRACT NO.**

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AD-1048 ..... Attachment #3

## DEPARTMENT OF LANDS

### WETFOOT HERITAGE SURVEY CONTRACT NO.

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

#### 1. DEFINITIONS AND TERMS

- a. Attachments: The attached project description(s), work supplement(s), work agreement(s), exhibit(s), map(s), and other labeled references are a part of this contract, and any special terms therein are binding upon all parties.
- b. Contract: This duly executed written agreement between Idaho Department of Lands (IDL) and the Contractor resulting from the solicitation, which shall include these Terms and Conditions, the Statement of Work, the Cost Proposal, and all attachments thereto.
- c. Contracting Officer: The IDL employee with the authority to enter into, administer, modify, and/or terminate this contract, and make related determinations and findings. The Contracting Officer is responsible for handling the contractual relationship with the contractor.
- d. Contracting Officer Representative (COR): The designated Department of Lands and/or USFS representative, *also referred to as the Forester-in-Charge (FIC)*, who will provide daily technical oversight to the contractor and ensure the contractor performs according to the Scope of Work. The COR cannot modify the stated terms of the contract unilaterally or direct the contractor to perform work not specified in the contract. Only the Contracting Officer and the Contractor can do so bilaterally.
- e. Contractor: The individual or business who has been awarded this Agreement to furnish goods or services for a certain price.
- f. Contractor's Representative: The Contractor's representative, authorized in writing to act on the Contractor's behalf and to be present on the area at nearly all times. This person must be able to speak English fluently for satisfactory communication with the Contracting Officer Representative.
- g. Crew: May be one or more individuals performing work under this contract.
- h. Forester-in-Charge (FIC): The designated Department of Lands and/or USFS representative, *also referred to as the Contracting Officer Representative (COR)*, who will provide daily technical oversight to the contractor and ensure the contractor performs according to the Scope of Work. The FIC cannot modify the stated terms of the contract unilaterally or direct the contractor to perform work not specified in the contract. Only the Contracting Officer and the Contractor can do so bilaterally.
- i. Idaho State Department of Lands (IDL): Acceptable and legal reference to the Idaho Department of Lands for the purposes of this contract.
- j. Pre-work Conference: The meeting between the COR and Contractor about

specifics of the contract administration.

- k. Property: Goods, services, parts, supplies and equipment, both tangible and intangible, including, but not exclusively, designs, plans, programs, systems, techniques and any rights and interest in such property.
- l. Procurement Manager or Purchasing Agent: The Contracting Officer for IDL.
- m. Scope of Work: Detailed outline of the location, project description, timeline, and deliverables.
- n. Services: Includes services performed, workmanship, and materials furnished or utilized in the performance of services, including any deliverables.
- o. State of Idaho Board of Land Commissioners or Land Board: The State Board of Land Commissioners (Land Board) is comprised of Idaho's Governor, Secretary of State, Attorney General, Superintendent of Public Instruction, and State Controller. The Land Board serve as the trustees for more than 2.4 million acres of state endowment trust lands in Idaho, with the IDL acting as the administrative arm of the Board, carrying out the executive directives necessary to meet the mandated Constitutional charge codified in Article IX Section 8 of the Idaho Constitution. The Land Board also oversees the work of the IDL in its regulatory and assistance duties, and in managing Idaho's public trust lands.
- p. Unit: A distinct area designated on the ground with specified boundaries. For purposes of this Contract, the unit(s) are found in the project description(s) and are shown on the project maps.
- q. United States Forest Service (USFS): Acceptable and legal reference to the United States Forest Service for the purposes of this contract.

## 2. REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

In order to induce the State to execute this Contract and recognizing that the State is relying thereon, the Contractor, by executing this Contract, makes the following express representations to the State:

- 2.1 The Contractor is fully qualified to act as the Contractor and shall maintain any and all licenses, permits, or other authorizations necessary to perform as the Contractor.
- 2.2 The Contractor has become familiar with the project sites and the local conditions under which the Contract is to be performed particularly in correlation to the requirements of the Contract.
- 2.3 The Contractor has received, reviewed, compared, studied and carefully examined all of the documents which make up the Contract documents, including maps and specifications, and any addenda, and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient to perform the Scope of Work. Such review, comparison, study and examination shall be a warranty that the Contractor believes that the documents are complete and as described except as reported.
- 2.4 The Contractor warrants that the period of performance is a reasonable period

for performing the Work.

2.5 The Contractor warrants to the State that all labor furnished shall be competent to perform the tasks undertaken; materials and equipment furnished under the Contract will be new and of high quality unless otherwise required or permitted by the Contract documents; that the Work will be complete, of high quality and free from defects not inherent in the quality required or permitted; and that the Work will strictly conform to the requirements of the contract documents. Any Work not strictly conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. The Contractor's warranty excludes remedy for damage or defects caused by abuse by the State or its representatives, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the State, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall survive the completion of the Contract and final payment to the Contractor.

### 3. CONTRACT RELATIONSHIP

It is distinctly and particularly understood and agreed between the parties that this Contract does not create an employer/employee relationship. Furthermore, the State is in no way associated or otherwise connected with the performance of any service under this contract on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of this Contract, and solely and personally liable for all labor, taxes, insurance, and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this Contract, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, indemnify and hold the State harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under this Contract. The State does not assume liability as an employer.

### 4. ANTIDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Acceptance of this Contract binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964 in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Action of 1990, are also incorporated into this Contract. The Contractor shall comply with pertinent amendments to such laws made during the term of the Contract and with all federal and state rules and regulations

implementing such laws. The Contractor must include this provision in every subcontract relating to purchases by the State to insure that subcontractors and vendors are bound by this provision.

5. CONTRACTOR RESPONSIBILITY

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

6. REGISTRATION WITH SECRETARY OF STATE AND SERVICE OF PROCESS

a. Contractor must independently verify whether it is required by Idaho law to register its business entity or assumed business name with the Idaho Secretary of State and, if required to do so, must remain in good standing during the term of this Contract.

b. Regardless of its registration with the Idaho Secretary of State, and in addition to any methods of service allowed by Idaho law, Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested, at its last known address. Contractor must notify the State in writing of any change of address to which service of process can be made. Service shall be completed upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor shall have thirty calendar days after completion of service in which to respond.

7. SUBCONTRACTING

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

8. TAXES

If the Contractor is required to pay any taxes incurred as a result of doing business with the State, it shall be solely and absolutely responsible for the payment of those taxes.

## 9. WAGE AND LABOR COMPLIANCE

For the duration of the agreement, the Contractor attests to the following:

- a. At least the minimum Idaho wage was paid to all employees and subcontractors utilized to complete the work in accordance with Idaho Code section 44-1502;
- b. Contractor was in compliance with all labor laws;
- c. All debts incurred by the Contractor to accomplish the work requirements outlined by this agreement were paid in full.
- d. Any further claims against the State of Idaho under this agreement are relinquished, pending payment for services rendered by the Contractor and accepted by the State.

## 10. CERTIFICATION CONCERNING BOYCOTT OF ISRAEL

Pursuant to Idaho Code section 67-2346, if payments under this agreement exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the agreement engage in, a boycott of goods or services from Israel or territories under its control. The terms in this clause defined in Idaho Code section 67-2346 shall have the meaning defined therein.

## 11. OWNERSHIP OR OPERATION BY CHINA

Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.

## 12. BOYCOTT OF VARIOUS INDUSTRIES

Pursuant to Idaho Code section 67-2347A (effective July 1, 2024), if payments under the Contract 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 Contract engage in, a boycott of any individual or company because the individual or company: a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or b) engages in or supports the manufacture, distribution, sale, or use of firearms. The terms in this section defined in Idaho Code section 67-2347A shall have the meaning defined therein, including through reference to another section of Idaho Code.

## 13. LICENSES, PERMITS & FEES

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

#### 14. SAVE HARMLESS

The Contractor shall protect, indemnify, and save the State harmless from and against any damage, cost, or liability including reasonable attorney's fees for any or all injuries to persons, property or claims for damages arising from any acts or omissions of the Contractor, its employees, or subcontractors.

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

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.

#### 16. RISK OF LOSS

Risk of loss and responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under this Contract.

#### 17. INSURANCE

- a. The Contractor shall obtain and retain in force for the duration of this Contract, the following forms of insurance written by an insurance company having a Best's rating of AV or better and be licensed and admitted in Idaho. The Contractor shall furnish the State with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for written notice to the State upon cancellation or material change of any insurance referred to therein. All policies shall be endorsed to include the State of Idaho, its departments, agents, officials, and employees as additional insureds and shall protect the Contractor and the State from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under this Contract whether such operations be by the Contractor, his employees, subcontractors, agents, or guests. All policies shall contain waiver of subrogation coverage or endorsements. Failure of the State to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the State to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this Contract. The Contractor shall provide certified copies of all insurance policies required within ten (10) days if requested by the State.

##### (1) Commercial General Liability Insurance

Contractor shall maintain commercial general liability insurance with a combined single limit of not less than \$1,000,000 each occurrence, with no less than a \$2,000,000 annual aggregate. The commercial general liability shall be written on an International Organization of Standardization (ISO) occurrence form or a substitute form approved by the Contracting Officer and shall cover liability arising from premises, operations, independent contractors, products-completed

operations, personal injury, advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

(2) Automobile Insurance

The Contractor shall maintain automobile liability insurance which shall provide a minimum \$1,000,000 combined single limit per occurrence and shall include coverage for owned, non-owned, and hired automobiles.

(3) Workers' Compensation

The Contractor shall maintain worker's compensation insurance in amounts as required by statute in all states in which the Contractor performs work, and employer's liability insurance with a limit of \$1,000,000 Bodily Injury by Accident each Accident; \$1,000,000 Bodily Injury by Disease – each employee; and \$1,000,000 Bodily Injury by Disease – Policy Limit.

- b. By requiring insurance herein, the State does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to the State in this Contract.
- c. The Contractor shall require all subcontractors utilized in performance of this Contract to provide certificates of insurance to the State evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs.

18. ASSIGNMENTS

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

19. APPOINTMENT OF REPRESENTATIVES

The State shall, at any given time, designate a COR of the operation. The Contractor shall designate an individual, in writing, who shall be responsible for proper compliance with all Contract provisions which apply to the operation and who will be available on the site at all reasonable times for consultation with the COR.

20. PROHIBITED CONTRACTS

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

21. GOVERNING LAW

This Contract shall be construed in accordance with, and governed by the laws of the State of Idaho. Any action to enforce the provisions of this Contract shall be brought in

State district court in Ada County, Boise Idaho. In the event any term of the Contract is held to be invalid or unenforceable by a court, the remaining terms of this Contract will remain in force.

## 22. SAFETY INFORMATION

The Contractor assumes full responsibility for the safety of his employees, equipment and supplies. All safety training is the responsibility of the Contractor.

All chemicals, equipment and materials proposed and/or used in the performance of this Contract must conform to the standards required by the William-Steiger Occupational Safety and Health Act of 1970. Contractor must furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.

## 23. USE OF THE STATE OF IDAHO NAME

Contractor agrees that it will not, prior to, in the course of, or after performance under this contract, use the State's name in any advertising or promotional media as a customer or client of Contractor without the prior written consent of the State.

## 24. OWNERSHIP

All information furnished to the Contractor for its use pursuant to this Contract shall belong to the State and shall be returned to the State in good order upon completion of the Contract or upon the State's request. All documents, reports, and any other data developed by the Contractor for the State in the performance of this Contract shall become the property of the IDL. The State shall retain exclusive rights of ownership to all work produced by the Contractor under this Contract.

## 25. APPROPRIATION BY LEGISLATURE REQUIRED

It is understood and agreed that the State is a government entity and this Contract shall in no way or manner be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this contract in whole or in part (or any order placed under it) if, in its judgment, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations and, in some instances, direct federal funding.

## 26. 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.

## 27. ENTIRE AGREEMENT

This Contract, with the State's Invitation to Bid, Request for Proposal or Request for Quotation, including any addenda (such deemed incorporated by reference) and the vendor's response, to the extent it is not in conflict with the specifications or the States terms and conditions (such document deemed incorporated by reference), constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals or quotations, both oral and written, discussions, representations, commitments, and all other communications between the parties. Where terms and conditions specified in the State's documents or the Contractor's response differ from those specifically stated in this Contract, the terms and conditions of this Contract shall apply.

## 28. CONTRACT TERMINATION

### a. TERMINATION FOR CAUSE WITH NOTICE:

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

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

b. TERMINATION FOR CAUSE WITHOUT NOTICE

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

c. TERMINATION FOR CONVENIENCE

- i. The State may terminate this Contract for its convenience in whole or in part, if the State determines it is in the State's best interest to do so.
- ii. After receipt of a notice of termination for convenience, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
  - a. Stop work.
  - b. Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
  - c. Terminate all subcontracts to the extent they relate to the work terminated.
  - d. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts.
- iii. Unless otherwise set forth in the Solicitation, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:

- a. The Contract price for Deliverables or services accepted by the State and not previously paid for; and
- b. The total of:
  - i. The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;
  - ii. The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
  - iii. Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.
- iv. The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

d. **TERMINATION FOR FISCAL NECESSITY**

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

**29. PERFORMANCE OF THE CONTRACTOR**

Failure of the Contractor to commence operations as mutually agreed upon by the Contractor and the State, to maintain the required production rate, to complete

operations as prescribed herein, or failure to meet other terms of the contract, shall give the State the right to terminate the Contract. Such termination shall not affect any rights of the State for recovery of damages from any payment for services due Contractor hereinbefore provided for in any action at law or in equity.

### 30. MODIFICATION

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

### 31. 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.

### 32. CONFIDENTIAL INFORMATION:

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

- a. Is or was in the possession of Contractor before being furnished by the State, provided that such information or other data is not known by Contractor to be subject to another confidentiality agreement with or other obligation of confidentiality to the State;
- b. Becomes generally available to the public other than as a result of disclosure by Contractor; or

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

### 33. NON-WAIVER

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

### 34. NO WAIVER OF SOVEREIGN IMMUNITY

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

### 35. ATTORNEYS' FEES

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

### 36. TRASH CLEANUP

The Contractor shall be responsible for picking up and properly disposing of all trash generated as a result of this Contract at the end of each day. This includes any camps made by Contractor personnel. Cleanup shall be done to the satisfaction of the COR and shall not affect any rights of the State or Forest Service for the recovery of costs of the cleanup.

### 37. CAMPING ON NATIONAL FOREST OR STATE LAND

Contractor personnel may, with written approval from the State, camp during the Contract period on National Forest or State land. Such camping will be at the Contractor's own risk. Any camps will be made according to conditions set forth by the IDL and the United States Forest Service and be in compliance with State Land Board and Federal rules and regulations for fire prevention.

The Contractor shall request a camping permit from the COR for each area in which the Contractor's crew plan on camping within the National Forest or State Lands boundary.

Provisions that apply to all camping on National Forest and State lands will be discussed in detail at the pre-work conference.

### 38. FIRE PREVENTION RESPONSIBILITIES

- a. The Contractor will adhere to the State Land Board and Federal rules and regulations which set forth fire prevention safety precautions for woods operations. Such rules and regulations are available at any IDL or United States Forest Service office. These rules and regulations will be outlined during the pre-work conference with the Contractor.
- b. The Contractor shall not build any open fires at any time of the year on the contract area without first obtaining written permission from the State.
- c. Fire spreading through the Contract area, which is a result of the Contractor's operation or employees' actions, shall be the liability of the Contractor.

### 39. GOVERNMENT REGULATIONS

The Contractor shall abide by and comply with all laws and regulations of the United States, the State of Idaho including the Forest Practices Act (Title 38, Chapters 1 and 13, Idaho Code), counties or other governmental jurisdictions wherein the work is executed insofar as they affect this contract. The Contractor will make all payments, contributions, remittances, and all reports and statements required under said laws.

Contractor guarantees that all items meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act, Consumer Product Safety Council, Environmental Protection Agency, or other regulatory agencies.

### 40. PAYMENTS AND COMPLIANCE

Payment(s) shall be made to the Contractor following satisfactory completion of all Contract requirements and as described in the attached project description(s). Payment(s) will be at the rate(s) set forth in Schedule A. Total Contract payments shall not exceed \$ TBD. All payments will be made according to Idaho Code Section 67-2302.

### 41. CONTRACT PERIOD

This Contract will become effective once signed by all parties. The Contractor and Contracting Officer Representative(s) will discuss the Contract terms, work performance requirements, and tentative work schedule. This Contract shall expire one year from its effective date, unless terminated earlier by the State under any of the provisions of paragraph 26 or 27 of this Contract. All requirements of the Contract must be satisfactorily completed by the Contract expiration date.

SIGNATURE PAGE

**IN WITNESS WHEREOF**, the parties have caused Agreement XX-XXX to be executed in Boise, Idaho and effective as of the date/time of the final signature below.

**IDAHO DEPARTMENT OF LANDS**

**CONTRACTOR**

By: \_\_\_\_\_  
Michael Piccono

By: \_\_\_\_\_

Title: Procurement Manager

Title: \_\_\_\_\_

Date and Time: \_\_\_\_\_

Date and Time: \_\_\_\_\_

