

STATE OF IDAHO
DEPARTMENT OF LANDS



GNA IPNF SMEAGLE WEST COMMON STAND EXAM

REQUEST FOR QUOTE NO. 21-237-041003

DUE BEFORE 1:00:00 PM MT (MOUNTAIN TIME) ON OCTOBER 30, 2020

**STATE OF IDAHO
DEPARTMENT OF LANDS
REQUEST FOR QUOTATION 21-237-041003**

GNA IPNF SMEAGLE WEST COMMON STAND EXAM

RESPONSES DUE BEFORE 1:00:00 PM MT ON October 30, 2020

The purpose of this Request for Quotation (RFQ) package is to solicit quotes for the efficient completion of the GNA IPNF SMEAGLE WEST COMMON STAND EXAM project work outlined in the attached project description and contract documents.

INSTRUCTIONS:

All fields must be completed on the attached Schedule A (two pages – page one being the price quote schedule, and page two being the questionnaire). Information may be entered electronically in the Excel version of the first page of the Schedule A. Simply enter the **FIXED UNIT PRICE/PLOT** and the Excel sheet will calculate the **TOTAL EXTENDED PRICE**. Then print and sign the form. OR, print the blank form and enter quotes by hand and sign it. **The Field Supervisor and Field Technician Questionnaire (page 2 of the Schedule A) must be submitted to be considered for contract award. You may complete the questionnaire electronically in the Word version of the second page of the Schedule A or you can print and fill out the form manually. The signed Schedule A (two pages total) must be returned to either the must be submitted to be considered a responsive quote.** The signed Schedule A (two pages total) must be returned to either the email or physical address listed below. Idaho Department of Lands shall award the contract to the qualified respondent submitting the lowest responsive quote. If the lowest responsible respondent has included a limitation on the number of plots it can complete, IDL reserves the right to split the award between multiple responsible vendors in its best interest. In the case of math errors, the **FIXED UNIT PRICE/PLOT** will be correctly extended and the corrected **TOTAL EXTENDED PRICE** will be the basis for award.

QUESTIONS:

Questions pertaining to this RFQ must be submitted in writing by email to Patsi Shandera at pshandera@idl.idaho.gov. The deadline for receiving questions is **1:00 PM, MT, on October 22, 2020**. Responses to questions received will be posted on the IDL website at www.idl.idaho.gov. Verbal questions will not be accepted.

RFQ DEADLINE AND DELIVERY REQUIREMENTS:

Quotes must be received by the Idaho Department of Lands at either the physical address or the electronic address before **1:00:00 PM MT ON OCTOBER 30, 2020**. The Department of Lands is not responsible for lost or undelivered quotations or for failure of the United States Postal Service or any mail courier service to deliver quotations to the Idaho Department of Lands by the RFQ closing deadline. The Idaho Department of Lands assumes no responsibility for failure of any electronic submission process, including any computer or other equipment to deliver all or a portion of the quote by the RFQ closing deadline. The date and time of electronically received quotes, to the Idaho Department of Lands email address listed below, will be used to determine if electronically submitted quotes were received by the due date and time specified. **Late quotes will not be accepted. Fax quotes will not be accepted.**

Delivery Address:

Idaho Department of Lands
ATTN: Patsi Shandera, Senior Buyer
300 N 6th Street, Suite 103
Boise, Idaho 83702

OR

pshandera@idl.idaho.gov

Mailed quotes are to be marked in the lower left-hand corner of the envelope with the following information:

Sealed Quote For: RFQ 21-237-041003 – GNA IPNF SMEAGLE WEST CSE
Responses due Before: 1:00:00 PM MT on 10/30/20

A quote submitted using “Express/Overnight” services must be shipped in a separate sealed inner envelope identified as stated above and enclosed inside the “Express/Overnight” shipping envelope.

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

Sealed Quote For: RFQ 21-237-041003 – GNA IPNF SMEAGLE WEST CSE - DUE 1:00 PM MT on 10/30/20.

IDAHO DEPARTMENT OF LANDS

STANDARD INFORMATION

ADDENDA

It will be the respondent's responsibility to check for any addenda prior to submitting a quotation. In the event it becomes necessary to revise any part of the solicitation documents, addenda will be made available. Information given to a respondent will be available to all other respondents if such information is necessary for purposes of submitting a quotation or if failure to give such information would be prejudicial to uninformed respondents.

BURDEN OF PROOF

ANY VARIATIONS of brand names or deviations from the specifications MUST BE CLEARLY STATED. It shall be the responsibility and burden of the submitting vendor to furnish the State WITH ITS ORIGINAL SUBMISSION sufficient data to determine if the goods or services offered conform to the specifications.

ORAL INFORMATION

The State will not be responsible for any verbal or oral information regarding a quote.

DISQUALIFICATION AND AWARD INFORMATION

The state reserves the right to make reasonable inquiry to determine the responsibility of a contractor. Such requests may include but not be limited to financial statements, credit ratings, statements of experience and past performance, references, etc. Successful contractors must show to the satisfaction of the Idaho Department of Lands that they have sufficient equipment and work crews to complete the work contracted by the time specified. The unreasonable failure of a contractor to promptly supply information in connection with such a request is reason for disqualification. Except as otherwise provided by law, information furnished by the contractor pursuant to this provision may not be disclosed outside the Idaho Department of Lands without prior written consent of the Contractor. Disqualification of a high-ranking contractor may be pursued when their reputation, experience or references are such as to create a doubt about satisfactory job completion or if the price quotes are considerably below Department estimates and the other quotes. The purchasing agent will contact the contractor and request that they disqualify themselves by withdrawing in writing. If the contractor refuses to withdraw, the purchasing agent may notify the contractor in writing or email that the Department will not offer the contractor a contract and proceed with an award to the next responsible contractor.

PARTNERSHIPS

Contractors responding as partners must furnish the Idaho Department of Lands the name of the partnership, names of the partners, and the partnership's federal taxpayer ID number. All payments will be made to the partnership.

INTERNAL REVENUE SERVICES REPORTING REQUIREMENT

IRS rules and regulations require employers to submit a miscellaneous income form (IRS form 1099) for all contractual persons who receive \$600 or more in a calendar year. Incorporated firms are exempt from this reporting requirement. The contractor's taxpayer identification number (Social Security or employer number) must be listed on the signature page of the contract.

PUBLIC RECORDS

The Idaho Public Records Law, Idaho Code Sections 74-101 through 74-126, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a state or local agency regardless of the physical form or character. ALL, OR MOST (there are exceptions), OF THE INFORMATION CONTAINED IN YOUR RESPONSE TO THE STATE'S SOLICITATION WILL BE A PUBLIC RECORD SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS LAW.

WORKERS COMPENSATION INSURANCE

All persons working for the State under any contract of hire, expressed or implied, must be covered by worker's compensation insurance. (Reference Title 72, Idaho Code). Contact the Idaho Industrial Commission with any Worker's Compensation questions.

Any contractor who hires employees to accomplish the contracted work must provide a certificate of worker's compensation insurance.

PREFERENCES

Section 67-2349, Idaho Code, requires application of a preference in determining which contractor submitted the lowest responsible quote. If the contractor who submitted the lowest quote is domiciled in a state which has a preference law that penalizes Idaho domiciled contractors, then the State must apply a preference. The penalty applied to out-of-state contractors competing against Idaho contractors is determined by the penalty applied by the contractor's domiciliary state to its out-of-state contractors.

In determining domicile, the following "rule of thumb" will be used: Corporations – the state in which the corporation is chartered or incorporated; Sole proprietor or partnership – the state in which the permanent headquarters of the business is located.

A contractor domiciled outside the boundaries of the state of Idaho may be considered as an Idaho domiciled contractor provided that there exists for a period of one year preceding the date of the quote a significant Idaho economic presence as defined herein. A significant Idaho economic presence shall consist of the following: (a) That the contractor maintains in Idaho fully staffed offices, or fully staffed sales offices or divisions, or fully staffed sales outlets, or manufacturing facilities, or warehouses or other necessary related property; and (b) if a corporation, that it be registered and licensed to do business in the state of Idaho with the Office of the Secretary of State.

REJECTION OF QUOTES AND CANCELLATION OF QUOTE SOLICITATION

Prior to the issuance of a contract, the State shall have the right to accept or reject all or any part of a quote when: (i) it is in the best interests of the State of Idaho; (ii) the quote does not meet the minimum quote specifications; (iii) the quote is not the lowest

responsible quote; (iv) a finding is made based upon available evidence that a respondent is not responsible or is otherwise incapable of meeting specifications or providing an assurance of ability to fulfill contract requirements; or (v) the item offered deviates to a major degree from the quote specifications, as determined by the State (minor deviations, as determined by the State, may be accepted as substantially meeting the quote requirements of the State of Idaho). Deviations will be considered major when such deviations appear to frustrate the competitive solicitation process or provide a respondent an unfair advantage. Prior to the issuance of a contract, the State shall have the right to reject all quotations or to cancel a solicitation or request for quotations. Cancellation may be for reasons that include but are not limited to: (i) inadequate or ambiguous specifications; (ii) specifications have been revised; (iii) property is no longer required; (iv) there is a change in requirements; (v) all quotes are deemed unreasonable or sufficient funds are not available; (vi) quotes were not independently arrived at or were submitted in bad faith; (vii) it is determined that all requirements of the solicitation process were not met; (viii) insufficient competition; or (ix) it is in the best interests of the state of Idaho. Pursuant to IDL Procurement Policy No. 13, the right is reserved to engage in negotiations.

AWARD PROCEDURES

For contracts with a total value of \$100,000 or less, the State will email all respondents within five (5) business days following the solicitation closure of its intent to award a contract(s) and the party(ies) to whom the contract(s) will be awarded and will then email a contract award to the successful respondent(s).

For contracts with a total value of more than \$100,000, the State will notify all respondents within five (5) business days following the solicitation closure, by mail and/or email, of its intent to award a contract and the party(ies) to whom the contract will be awarded. After elapse of the five (5) day appeal period, if no appeals are received, the State will award a contract to the successful respondent(s).

Respondents to whom a contract has been awarded will have fourteen (14) calendar days from the mailing date of the award notice to return to the State a signed copy of the contract along with the required bonding and certificates of insurance. If the State does not receive such documents within the specified time period, the State may declare, at its sole discretion, that all respondent's rights to the contract are forfeited, and the State may proceed without further delay or notice to award the contract to the next low respondent.

**STATE OF IDAHO
DEPARTMENT OF LANDS**



GNA SMEAGLE WEST COMMON STAND

EXAM CONTRACT NO. 21-237-041003

CONTRACTOR TBD

STATE OF IDAHO
DEPARTMENT OF LANDS

GNA SMEAGLE WEST CSE
CONTRACT NO. 21-237-041003

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**STATE OF IDAHO
DEPARTMENT OF LANDS**

**GNA SMEAGELE WEST CSE
CONTRACT NO. 20-237-041003**

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 representative, *also referred to as the Forester-in-Charge (FIC)*, who will provide daily technical oversight to the contractor and ensure the contractor performs according to the Scope of Work. The COR cannot modify the stated terms of the contract unilaterally or direct the contractor to perform work not specified in the contract. Only the Contracting Officer and the Contractor can do so bilaterally.
- e. Contractor: The individual or business who has been awarded this Agreement to furnish goods or services for a certain price.
- f. Contractor's Representative: The Contractor's representative, authorized in writing to act on the Contractor's behalf and to be present on the area at nearly all times. This person must be able to speak English fluently for satisfactory communication with the Contracting Officer Representative.
- g. Crew: May be one or more individuals performing work under this contract.
- h. Forester-in-Charge (FIC): The designated Department of Lands representative, *also referred to as the Contracting Officer Representative (COR)*, who will provide daily technical oversight to the contractor and ensure the contractor performs according to the Scope of Work. The FIC cannot modify the stated terms of the contract unilaterally or direct the contractor to perform work not specified in the contract. Only the Contracting Officer and the Contractor can do so bilaterally.
- i. Idaho State Department of Lands (IDL): Acceptable and legal reference to the Idaho Department of Lands for the purposes of this contract.
- j. Pre-work Conference: The meeting between the COR and Contractor about specifics of the contract administration.
- k. Property: Goods, services, parts, supplies and equipment, both tangible and intangible, including, but not exclusively, designs, plans, programs, systems, techniques and any rights and interest in such property.
- l. Procurement Manager or Purchasing Agent: The Contracting Officer for IDL.

- m. Scope of Work: Detailed outline of the location, project description, timeline, and deliverables.
- n. Services: Includes services performed, workmanship, and materials furnished or utilized in the performance of services, including any deliverables.
- o. State of Idaho Board of Land Commissioners or Land Board: The State Board of Land Commissioners (Land Board) is comprised of Idaho's Governor, Secretary of State, Attorney General, Superintendent of Public Instruction, and State Controller. The Land Board serve as the trustees for more than 2.4 million acres of state endowment trust lands in Idaho, with the IDL acting as the administrative arm of the Board, carrying out the executive directives necessary to meet the mandated Constitutional charge codified in Article IX Section 8 of the Idaho Constitution. The Land Board also oversees the work of the IDL in its regulatory and assistance duties, and in managing Idaho's public trust lands.
- p. Unit: A distinct area designated on the ground with specified boundaries. For purposes of this Contract, the unit(s) are found in the project description(s) and are shown on the project maps.

2. REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

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

2.1 The Contractor is fully qualified to act as the Contractor and shall maintain any and all licenses, permits, or other authorizations necessary to perform the Work.

2.2 The Contractor has become familiar with the project sites and the local conditions under which the Contract is to be performed, particularly in correlation to the requirements of the Contract.

2.3 The Contractor has received, reviewed, compared, studied and carefully examined all of the documents which make up the Contract documents, including maps and specifications, and any addenda, and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient to perform the Scope of Work. Such review, comparison, study and examination shall be a warranty that the Contractor believes that the documents are complete and as described except as reported.

2.4 The Contractor warrants that the period of performance is a reasonable period for performing the Work.

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

3. CONTRACT RELATIONSHIP

It is distinctly and particularly understood and agreed between the parties that this Contract does not create an employer/employee relationship. Furthermore, the State is in no way associated or otherwise connected with the performance of any service under this contract on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of this Contract, and solely and personally liable for all labor, taxes, insurance, any required bonding 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 and amendments, 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. STATE OF IDAHO MINIMUM WAGE LAW

It will be the responsibility of the Contractor to fully comply with Section 44-1502, Idaho Code, regarding minimum wage.

9. 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.

10. AFFIDAVIT OF COMPLIANCE

The Contractor, upon completion of the project work, must furnish the State with a notarized affidavit (See Attachment 4) stating that:

- a. At least the minimum Idaho wage was paid.
- b. There was compliance with all labor laws.
- c. All debts incurred as a result of this contract were paid.
- d. Any further claims against the State under this Contract are relinquished, pending payment for services rendered.

11. LICENSES, PERMITS & FEES

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

12. SAVE HARMLESS

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

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

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

14. RISK OF LOSS

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

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

15. INSURANCE

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

(1) Commercial General Liability Insurance

Contractor shall maintain commercial general liability insurance with a combined single limit of not less than \$1,000,000 each occurrence. The commercial general liability shall be written on an International Organization of Standardization (ISO) occurrence form or a substitute form approved by the Contracting Officer and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

(2) Automobile Insurance

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

(3) Workers Compensation

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

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

16. ASSIGNMENTS

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

17. APPOINTMENT OF REPRESENTATIVES

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

18. PROHIBITED CONTRACTS

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

19. GOVERNING LAW

This Contract shall be construed in accordance with, and governed by the laws of the State of Idaho. Any action to enforce the provisions of this Contract shall be brought in State district court in Ada County, Boise Idaho. In the event any term of this Contract is held to be invalid or unenforceable by a court, the remaining terms of this Contract shall remain in force.

20. SAFETY INFORMATION

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

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

21. USE OF THE STATE OF IDAHO NAME

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

22. OWNERSHIP

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

23. APPROPRIATION BY LEGISLATURE REQUIRED

It is understood and agreed that the State is a government entity and this Contract shall in no way or manner be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves

the right to terminate this contract in whole or in part (or any order placed under it) if, in its judgment, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations and, in some instances, direct federal funding.

24. FORCE MAJEURE

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

25. ENTIRE AGREEMENT

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

26. CONTRACT TERMINATION

a. TERMINATION FOR CAUSE WITH NOTICE:

1. The occurrence of any of the following events shall be an Event of Default under this Contract:
 - a. A material breach of any term or condition of this Contract; or
 - b. Any representation or warranty by Contractor in response to the Solicitation or in this Contract proves to be untrue or materially misleading; or
 - c. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - d. Any default specified in another section of this Contract.
2. The State may terminate the Contract (or any order issued pursuant to the Contract) when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days. If the Contract is terminated for default or non-compliance, the Contractor will be responsible for any costs resulting from State's placement of a new Contract and any damages incurred by the State, as a result of the default. The State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem

necessary including, without limitation, offset of damages against payment due.

3. Upon written notice of default, Contractor shall be in breach of its obligations under this Contract and the State shall have the right to exercise any or all of the following remedies:
 - a. Exercise any remedy provided by law or equity;
 - b. Terminate this Contract and any related Contracts or portions thereof;
 - c. Impose liquidated damages as provided in this Contract;
 - d. Suspend Contractor from receiving future bid solicitations;
 - e. Suspend Contractor's performance;
 - f. Withhold payment until the default is remedied.

b. TERMINATION FOR CAUSE WITHOUT NOTICE

The State shall not be required to provide advance written notice or a cure period and may immediately terminate this Contract in whole or in part upon 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

1. The State may terminate this Contract for its convenience in whole or in part, if the State determines that in the State's best interest to do so.
2. After receiving 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.
3. Unless otherwise set forth in the Solicitation, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the 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.

4. The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

d. **TERMINATION FOR FISCAL NECESSITY**

The State is a government entity and it is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations. The Legislature is under no legal obligation to make appropriations to fulfill this 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), in its sole judgment, if 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 the 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 legal 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 Contractor shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom.

27. **PERFORMANCE OF THE CONTRACTOR**

Failure of the Contractor to commence operations as mutually agreed upon by the Contractor and the State, to maintain the required production rate, to complete operations as prescribed herein, or failure to meet other terms of the contract, shall give the State the right to terminate the Contract. Such termination shall not affect any rights of the State for recovery of damages from any payment for services due Contractor or from any bond hereinbefore provided for in any action at law or in equity.

28. **MODIFICATION**

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

29. PUBLIC RECORDS

Pursuant to Idaho Code Section 74-101 through 74-126, information or documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. The Contractor shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. The State will not accept the marking of an entire document as exempt. In addition, the State will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. The Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate individual documents as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.

30. CONFIDENTIAL INFORMATION:

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

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

31. NON-WAIVER

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

32. NO WAIVER OF SOVEREIGN IMMUNITY

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

court, or a waiver of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

33. ATTORNEYS' FEES

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

34. TRASH CLEANUP

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

35. 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 in each area in which the Contractor's crew plan on camping within the National Forest or State Land boundary. Provisions that apply to all camping on National Forest and State lands will be discussed in detail at the pre-work conference.

36. 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.

37. GOVERNMENT REGULATIONS

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

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

38. PAYMENTS AND COMPLIANCE

Payment(s) shall be made to the Contractor following satisfactory completion of all Contract

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

39. CONTRACT PERIOD

This Contract will become effective once signed by all parties. Individual project period of performance is listed in the attached project description(s). This Contract shall terminate on December 31, 2021, or upon completion and inspection of the project, unless terminated earlier by the State under any of the provisions of this Contract.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this Contract to be executed effective this _____ day of _____, 20__, in Boise, Idaho.

IDAHO DEPARTMENT OF LANDS

CONTRACTOR

By _____

By _____

Title _____

Title _____

Contractor's Social Security
Employee Number

Contractor's Employer ID# (TIN)

Contractor's Phone/Contact No.

Contractor's email if available

ATTACHMENT 1

SPECIAL PROVISIONS COMMON STAND EXAMS

I. 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.

II. ITEMS TO BE FURNISHED BY THE CONTRACTOR

A. The Contractor will furnish all labor, equipment, supervision, transportation, aerosol paint and materials including flagging and other incidentals necessary to satisfactorily complete this contract including all safety equipment required by current laws and regulations.

1. The Contractor will provide electronic field data recorders.
2. The Contractor shall ensure that completed data is unique to each pay item.
3. The Contractor will furnish an address and telephone number where he can be contacted within a 24-hour period.

B. Field Supervisor Requirements:

1. The Contractor will also provide all supervisory personnel needed to accomplish all work in an orderly manner.
2. Only persons who are performing stand exam work under the contract may be designated as the Field Supervisor. The Field Supervisor will act as the Representative of the Contractor (Contractor Representative), and is responsible for data transfers, internal quality control, and the actions of the crew. The Field Supervisor shall be present during all phases of the field operations.

The Field Supervisor must speak intelligible English and have sufficient experience as determined by the State. General minimum requirements are undergraduate courses in mensuration, tree identification, plant identification, silviculture, ecology, and three months prior experience collecting data for Forest inventory or vegetation classification, preferably in the Pacific Northwest.

C. Crew Requirements: Crew member(s) must have undergraduate courses in mensuration and tree identification.

D. All persons who are performing Common Stand Exam work under the contract shall have the functionality to use tools and apply abilities necessary for variable and fixed plot timber sampling. All persons should also have specialized experience in collecting Common Stand Exam data. The functional abilities and skills required include but are not limited to:

1. Ability to read maps and use a hand-held GPS receiver.
2. Ability to use a relaskop, compass, range finder, measuring tape and apply field techniques of the various sampling methods to be used.
3. Ability to accurately record field data using an electronic field data recorder.
4. Ability to correctly identify tree, shrub, forb and grass vegetation species common to the Inland Northwest to identify the appropriate forest habitat type(s).
5. Ability to correctly identify forest insects and disease commonly damaging to conifers in the Inland Northwest.
6. Ability to identify tree defects and damage.

III. ITEMS TO BE FURNISHED BY THE STATE

The State shall provide the Contractor the following listed materials, supplies, property, or services, for use in the performance of this contract, hereinafter referred to as State-Furnished Property. All State-Furnished items, as required, shall be returned to the State upon completion of the contract. Failure to do so may result in charges for damages or replacement.

1. A COR to acquaint the Contractor with each unit to be worked and to conduct periodic field inspections.
2. Project area maps depicting stand boundaries, streams, roads, contours and plot locations (Separate Attachment).
3. Stand/Plot List (Separate Attachment) showing the following information:
 - Item Number
 - Setting ID Number
 - Setting Acres
 - County
 - Exam Level
 - Number of Plots per Stand
 - General Location
4. Cooper, Stephen V.; Neiman, Kenneth E.; Steele, Robert; Roberts, David W. 1991. Forest Habitat Types of Northern Idaho: a second approximation. Gen. Tech. Rep. INT-236. Ogden, UT: U.S. Department of Agriculture, Forest Service, Intermountain Research Station. 135 p. https://www.fs.fed.us/rm/pubs_int/int_gtr236.pdf
5. Hagle, S.K., Gibson, K.E., and Tunnock, S. 2003. *Field guide to diseases and insect pests of northern and central Rocky Mountain conifers*. Report No. R1-03-08. USDA Forest Service; State and Private Forestry; Northern Region, Missoula, Montana; Intermountain Region, Ogden, Utah. 197 p. <http://dnrc.mt.gov/divisions/forestry/docs/assistance/pests/fieldguide/complete-field-guide/fg-full-temp.pdf>

6. Data entry software ExamsPC. This software is downloadable from the following website: <https://www.fs.fed.us/nrm/fsveg/>
7. The .cse file for the exams software. The file will be field-ready.
8. All State-Furnished items shall be returned to the State upon completion of the contract. Failure to do so may result in charges for damages or replacement.
9. Listing of plot locations and GPS coordinates of the plot locations. All plot centers will be located from GPS points predetermined by the COR.
10. Necessary access information including gate keys and/or combinations.
11. Other items as per the project description.

IV. STAND EXAM PROCEDURES AND STANDARDS

Common Stand Exam (CSE): The Contractor shall measure and record data for each sample plot to complete the Setting Form, Plot Form and Tree Data Form in accordance with R1 Common Stand Exam Old Growth Protocols (Report 15-5 v2.0) and the current version of the *Common Stand Exam Field Guide for R1* and this contract. If the contract specifications differ from R1 Common Stand Exam Old Growth Protocols (Report 15-5 v2.0) and the Common Stand Exam Field Guide for R1, the contract shall take precedence. Refer to the Project Description for a detailed description of work.

V. SUBMISSION OF COMPLETED WORK

- A. The Contractor shall submit completed payment items within seven (7) days after completion of work.
- B. The unit of measure shall be the plot as described in the Common Stand Exam Field Guide for R1. Each payment item shall consist of 100 plots. The Contractor may deviate from this number upon approval of the Contracting Officer's Representative (COR).
- C. The Contractor shall submit, with each payment item, the following: Electronic field data in ExamsPC (.cse) file format, and any original corresponding inspection data forms.
- D. All electronic data files shall be submitted by e-mail, CD or USB storage device.
- E. The Contractor shall ensure that completed data is unique to each pay item.

VI. INSPECTION AND ACCEPTANCE

- A. Contractor Quality Control: The Contractor shall provide quality control for all operations. The Contractor is expected to conduct their own prompt inspections to ensure that all requirements are being met. Inspections are for payment determination only and are not intended to be used as a quality control by the Contractor. Any delay

in State inspections will not cause the State to be responsible for the Contractors work quality.

- B. Inspection Procedures: An inspection block, as established by the COR, will contain a minimum of 50 plots and a maximum of 100 plots. The final inspection block may be smaller by necessity. Contractor may deviate from these numbers at the COR's approval. No partial stands will be accepted. The Contractor shall submit stands in designated blocks with respective data sheets, maps, and electronic data. A cover form with each stand id, number of plots within the block, designated block number, acres, Basal Area Factor (BAF), exam type, date submitted and name of crew members that worked on block.
1. Compliance Inspection – The COR will, by formal review, determine if the specified progress and methods of work are being carried out. Failure to comply with specified work standards may be cause for termination of the Contractor's right to proceed.
 2. Inspection of Work – The COR will inspect the stand examinations to determine compliance with contract specifications and to provide a basis for payment. The Contractor shall submit completed stand information within seven (7) days after completion of each block to the COR. Completed work, consisting of any required paper forms, maps, and electronic data, will be turned in for inspection in blocks. Field inspections will be made from the electronic data submitted. Inspection will only be made on completed stands. Within each block, at least 10% of the plots will be selected for inspection to determine if the prescribed work standards have been met. This will constitute the minimum sample plot inspection for determining satisfactory performance. Pass-fail inspection for compliance to other work standards and procedures shall be performed on all blocks.

The COR will make the initial inspection of each block of completed stands without cost to the Contractor. Any re-inspection required due to the Contractor reworking a block will be at the Contractor's expense. Re-inspection charges may include but are not limited to: inspector's wages for travel time to and from work site; inspector's wages to re-inspect; per diem costs (meals, lodging, field costs); COR wages; vehicle use rate and mileage.

3. All data submitted for inspection or payment that have omissions or exceed the tolerances allowed for the required fields will be returned to the Contractor for completion or rework. All hand-written forms shall be turned in with their respective stands in an inspection block. All entries must be legible. Any missing, non-legible, or non-applicable entries shall be counted as discrepancies.
4. The Contractor's electronic data shall load successfully into FSveg and run through the edit program without fatal errors or it shall be returned for rework.
5. The COR will record the global position of the plot during field inspection. A GPS receiver will be used, and coordinates will be gathered for a minimum of 4 minutes. These coordinates will be used to evaluate the field inspected plot using the tolerances specified in the current Common Stand Exam Field Guide for R1.

6. The Contractor is responsible for GPS down time due to negligence or satellite disturbances. No contract delays will be issued/approved and contract time will run during these periods.
7. Determination of Acceptable Work – An inspection, as stated above, will be performed by the State for evaluation of contract specification compliance. The following will be used for determination of acceptable or unacceptable work.
 - a. Pass-Fail check of specified standards and procedures for each inspection block. Site examinations deficient in the following specifications are unacceptable on a “pass-fail” basis and will be returned to the Contractor with the entire block for rework. The determination of noncompliance with these items may be made during the office edit or during field inspection.
 - (1) All completed forms and electronic data not submitted to the Forest Service in a timely manner after Contractor completion.
 - (2) Electronic data that cannot be read by USFS computers.
 - (3) Any plot center located outside of tolerance, or within one chain of stand boundaries.
 - (4) Stands having less than the prescribed number of sample plots examined.
 - (5) Any sample plot center which cannot be located because of improper plot center labeling or because of improper GPS reference, or for any other reason attributable to noncompliance with specifications.
 - (6) Any data with inaccurate stand location and stand number data.
 - (7) Any plot having a missed live tree over breakpoint DBH.
 - (8) Any plot that includes a live tree over breakpoint DBH that should not have been in the plot.
 - (9) Any plot with discrepancy between live and dead tree classifications.
 - (10) Any stand with an incorrect BAF resulting in less than the minimum average number of live trees.
 - (11) Any inspection block with an overall inspection percentage < 84.99%
 - b. Discrepancy Trend – If during inspection of selected plots or review of submitted data, the State determines a similar discrepancy is occurring in the information being recorded by the Contractor, the COR shall notify the Contractor of the findings. If the same trend continues in the future inspections, the block(s) will be returned for rework.

In addition, if the COR notices a discrepancy trend developing while inspecting plots on the ground, they may visit plots not selected in the random sample, to inspect the field(s) in question. These plots will be used to determine if a

discrepancy trend exists, not for payment purposes. The COR will notify the Contractor of the findings. If the same trend continues in the future inspections, the block(s) will be returned for rework.

If an individual or crew repeatedly installs plots in the wrong location or makes inaccurate measurements or observations (e.g., missed heights, diameters, etc.), over two inspections, the COR may notify the Contractor and require the Contractor to replace the individual or crew.

8. Rework of Unacceptable Work – The State reserves the right to require unacceptable blocks, as determined under Section 7 above, Determination of Acceptable Work, to be reworked. Upon written notification by the COR that a block is unacceptable, the Contractor may be required to complete and submit a rework before beginning another block of work.
 - a. Correction of Errors:
 - (1) Pass-fail failures require correction of errors throughout the block.
 - (2) All plots in the inspection block will be returned to the Contractor when the block is determined to be unacceptable. The Contractor is required to rework all of the plots in the inspection block. The Contractor shall pay the actual costs incurred by the State for any re-inspection.
 - (3) At the State's option, on those inspection blocks reworked by the Contractor, a different colored ribbon shall be tied at each plot center. The COR shall specify the color of the ribbon. Each time a block is reworked, a different colored ribbon shall be used.
 - (4) The Contractor will have the option of reworking acceptable packets containing plots with inspection results of >85% or receiving reduced payment. The re-inspection will be at the Contractor's expense.
 - (5) The State is not required to provide more than two (2) re-inspections on any single inspection block. Results of last re-inspection will supersede any prior inspection results for determining acceptability and payment. Failure to pass inspection may result in contract default.
 - (6) Trend error failures require rework of all items identified as having an error trend.
9. Demonstration of Inspection Procedures: At the Contractor's request the State may provide one free inspection to demonstrate inspection procedures. This inspection shall be performed on the first stand the Contractor works.
10. Re-inspection Upon Contractor Request: If the Contracting Officer's Representatives original inspection results are unacceptable to the Contractor, the Contractor has the option to request, in writing, a re-inspection. Requests for re-inspection shall be made within five (5) calendar days of receipt of initial inspection results. A complete re-inspection of the original inspected plot(s) will be made. The Contractor may accompany the COR during the re-inspection.

If re-inspection does not result in additional payment for the Contractor, the Contractor must pay for the re-inspection. Re-inspection for resubmitted units will be done in accordance with the original inspection procedures.

Results of this re-inspection will supersede the original inspection for determining acceptability and payment.

VII. CONTRACT ADMINISTRATION

The Contracting Officer Representative (COR) will administer the contract as required in all specifications. The COR will inspect contract work to determine if work is satisfactory. Inspection reports will be furnished to the Contractor by the COR so that any deficiencies may be corrected as contract work progresses.

- A. Disputes between the COR and the Contractor will be resolved by the State.
- B. The COR has the following authority in addition to that delegated in other portions of the contract:
 - 1. Decide questions of fact arising in regard to quality and acceptability of equipment to be used, materials furnished, and all work performed.
 - 2. Make recommendations for payment.

VIII. PAYMENT AND COMPLIANCE

- A. State quality-assurance will be initiated when the Contractor submits all data and forms for a payment item.
- B. For stand examination, the number of discrepancies divided by the number of lines equals the average number of discrepancies per line. This is the basis for determining if a plot is acceptable.
- C. The number of lines is determined by counting data lines as they appear on field forms. For purposes of calculating payment, the following schedule shall apply:

Common Stand Exam (CSE) Data:

- 1. Setting Data: The first plot inspected in a stand shall have the appropriate Setting data information inspected. Setting data shall count as two (2) lines of data.
- 2. Plot Data: Each line of plot data shall count as one (1) line of data.
- 3. Tree Data: Each line of tree data shall count as one (1) line of data.
- 4. Vegetation Composition Data: Every two (2) lines of vegetation data shall count as one (1) line of data.
- 5. Down Woody: Each line of down woody data shall count as two (2) lines of data.

6. Ground Surface Cover Data: Every four (4) lines of ground surface cover data shall count as one (1) line of data.

D. The following shall be used for determination of acceptable and unacceptable work:

1. Superior: performance is $\leq .33$ average number of discrepancies per line.
2. Acceptable: performance is $.34 - .99$ average number of discrepancies per line.
3. Unacceptable: performance is ≥ 1.0 average number of discrepancies per line.

E. Quality-assurance assessment and payment will only be made on completed stands unless otherwise agreed upon by the Contracting Officer.

F. For a payment item, the total number of discrepancies divided by the total number of lines equals the average number of discrepancies per line. (This does not include failed plots.) The following determines the percent of full payment:

- $X \leq .33$ discrepancies per data line = 100% payment
- $.34 \rightarrow .66$ discrepancies per data line = 85% payment
- $.67 \rightarrow .99$ discrepancies per data line = 70% payment
- $X \geq 1.0$ discrepancies per data line = 0% payment

Payment Formula for Payment Item:

$(\text{Total \# Discrepancies}) / (\text{Total \# Lines}) = \% \text{ Payment for the payment item.}$

$17/59 = .29$ average discrepancies/line = 100% Payment.

Total plots in Payment Item minus # plots in unacceptable stand = Acceptable plots.

62 plots minus 1 plot = 61 Acceptable plots.

$(\text{Price per plot}) \times (\text{number of acceptable plots}) \times \% \text{ Payment} = \text{Total Payment.}$

$\$20.00 \times 61 \text{ plots} \times 100\% = \1220.00 Total Payment for Payment Item #1. (Note \$20 retained for unacceptable plot in setting# 44030059.) In addition, Contractor would be charged for the reassessment costs.

G. An inspection unit is considered complete when all work has been assessed for quality assurance and accepted for payment.

H. Partial payment may be made for completed and accepted work as determined by the COR.

IX. CONFIDENTIAL NATURE OF INFORMATION

The Contractor will not divulge and shall take all reasonable steps to ensure that no member of its staff or organization divulges any information concerning such inventory data to any person other than a duly authorized representative of the Idaho Department of Lands or a person authorized in writing by the Idaho Department of Lands COR to obtain such information.

**SCHEDULE A
CONTRACT NO. 21-237-041003
IPNF Smeagle West Common Stand Exam**

IMPORTANT: This schedule A includes a second page questionnaire. A quote submission must include both completed pages of the Schedule A to be considered for contract award.

NATIONAL FOREST	PROJECT NAME	ACRES	STANDS	EXAM TYPE	EXAM LEVEL	NUMBER OF UNITS	UNIT OF MEASURE	FIXED UNIT PRICE/PLOT	TOTAL EXTENDED PRICE
PANHANDLE	Smeagle West	3777	102	Full	1020	566	Plots		\$ -
TOTAL									\$ -

Any additional work required under this contract but not scheduled will be performed at the rates shown herein. An approved and signed contract modification will be required prior to the starting of additional work.

In the case of math errors, the **FIXED UNIT PRICE/PLOT** will be correctly extended and the corrected **TOTAL EXTENDED PRICE** will be the basis for award.

Idaho Department of Lands shall award to the qualified respondent submitting the lowest responsive quote.

By signature and submittal of this document, Contractor attests and certifies that at the time of quote submittal he has read and understands all information contained within the solicitation package, including but not limited to all addendum, and agrees to furnish all materials, equipment or services in compliance with all terms, conditions, and specifications, including all amendments.

Company Name

Contractor's Email

Contractor's Name

Contractor's Phone

Mailing Address

Taxpayer ID #

Contractors Signature

Signed by

Title

Please Print Name

**REMINDER: This Schedule A includes a second page.
A quote submission must include both completed pages of the Schedule A to be considered for contract award.**

SCHEDULE A
PROJECT NO. 21-237-041003
COMMON STAND EXAM

FIELD SUPERVISOR AND FIELD TECHNICIAN QUESTIONNAIRE

Responders are required to fill in the information listed below. Responders which list personnel that do not meet minimum performance or personnel requirements as set forth in the Special Provisions will be considered nonresponsive.

NAME OF RESPONDER: _____

Field Supervisor: Complete this information for each Field Supervisor who will/may also act as the Contractor Representative under this contract.

NAME OF FIELD SUPERVISOR	COLLEGE DEGREE or FORMAL TRAINING CERTIFICATE	NO. YEARS EXPERIENCE & NO. YEARS CSE EXPERIENCE	GEOGRAPHIC LOCATION(S) OF EXPERIENCE

Technicians: Complete this information for each crew-member who will work under the contract.

NAME OF TECHNICIAN	NO. YEARS EXPERIENCE & NO. YEARS CSE EXPERIENCE	GEOGRAPHIC LOCATION(S) OF EXPERIENCE

- I. Work Plan and Production Schedule: Provide a work plan that demonstrates your ability to complete the work within the required performance period. This would include approximate dates of performance for each item quoted on, number of workers, production rates anticipated, and equipment to be used. Address any limitations in the total amount of work you could accept.
- II. Relevant Past Performance: Provide a list of all similar contracts performed by the individuals proposed for this project within the past three years.

Upon award of contract, this page will be attached to and made part of the contract

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR QUOTE IN ORDER TO BE CONSIDERED FOR CONTRACT AWARD.

ATTACHMENT 3

STATE OF IDAHO DEPARTMENT OF LANDS

PANHANDLE GNA COMMON STAND EXAMS 2020

PROJECT DESCRIPTION

SUPERVISORY AREA: St. Joe Ranger District, South Zone, IPNF

PROJECT NAME: Smeagle West - CSE

PROJECT NUMBER: 21-237-041003

LOCATION

This project is located in the St. Joe Ranger District on South Zone of the Idaho Panhandle National Forest. The general project work area locations are shown on the attached vicinity and project location maps. Project location maps and shape files will be provided to the contractor after award.

DESCRIPTION OF WORK

- A.** Background: The purpose of this contract is to provide plot inventory data using Forest Service Common Stand Exam (CSE) protocols. It involves locating and establishing plots, measuring and recording trees. The examination data provides information to help guide land manager's decisions.
- B.** The scope of this contract is to furnish all labor, tools, equipment, transportation, and incidentals necessary to conduct reliable stocking examinations. The work performed and the data collected shall be in compliance with the terms, specifications, conditions, and provisions of this solicitation and the *Common Stand Exam Field Guide for Region 1 (R1 May 2019)* hereafter known as "*R-1 CSE Handbook*." If the contract specifications differ from the *R-1 CSE Handbook* the contract shall take precedence. The *R-1 CSE Handbook* is available from <https://www.fs.fed.us/nrm/fsveg/#software>

Collected data shall be submitted to the Forest Service on the Common Stand Examination Cover Sheet with accompanying map of plot locations, and in electronic format. The electronic copy will be produced by either transcribing field data sheets into the EXAMSPC software on a laptop or desktop PC, or by direct input into the EXAMS software on a personal data recorder (PDR) in the field at the time of exam. For each stand surveyed, the contractor shall submit a Common Stand Examination Cover Sheet with narrative write-up and an electronic stand data file. Exam software may be downloaded at

<https://www.fs.fed.us/nrm/fsveg/#software>

- C. Project Access:** The project area may be accessed by Forest roads during the normal operating season. The Forest Service assumes no obligation to plow snow or do special maintenance to keep roads open. Stands are accessible by some combination of 2 or 4-wheel drive vehicle, motorcycle/ATV, mountain bicycle, horse or foot travel.
1. The Contractor shall be responsible for obtaining all necessary permission, through privately owned land, to gain access to stand locations. If the Contractor cannot obtain permission to access a stand location, the Contractor must notify the State in writing within 5 calendar days of denied access.
 2. Accessibility may be determined from aerial photos and maps furnished by the State. Contractor shall be responsible for adhering to the U.S. Forest Service travel management plans for all Ranger Districts and the Idaho Panhandle National Forests. For roads and trails not designated for public motorized access District Rangers may, in writing, grant limited use authorizations upon request of the Contractor. Requested use must be limited to short term use for purpose of accessing stands to be surveyed under this contract. All requests for motorized travel of closed roads by the Contractor must be submitted in writing to the Contracting Officer Representative (COR). Requests shall specifically identify roads needed for access and the periods of time when use will occur. Gates in the contract area may be locked. A double lock system shall be provided for gates where the contractor access has been authorized. The Contractor will be responsible to ensure that the gates remain closed and locked at all times.
 3. Contractor shall request industrial camping authorization in writing within 5 calendar days of camping date, specifying location, duration, and dates of use. Requests to camp behind locked gates will be assessed on a case-by-case basis. Authorization will require a camping permit issued by the Ranger District. No access to contractors or employees will be allowed behind locked gates after periods of work unless a valid camping permit has been authorized. Motorized access behind locked gates will generally not be permitted during hunting season for deer, elk, or bear. Requests may be considered on a case-by-case basis and may be authorized at the discretion of the District Ranger. Otherwise, Contractor shall adjust work schedule to take the closure time into consideration. No Suspend Work Orders will be issued; contract time will run during this period. Any misuse of gates may constitute loss of privileges.
 4. **Weather Conditions:** Normal snow conditions indicate a work season from approximately June 1 to October 1. Dates may vary and will be dependent on conditions on-site. Roads are closed by snow in late fall and winter months.

NUMBER OF STANDS AND PLOTS

This project consists of 102 stands with a total of 566 plots to be measured over 3,777 acres that will require a Full GST Regime and an Exam Level of 1020.

PROCEDURES AND STANDARDS

- A. The Contractor shall identify plot center with a marker that can be a No. 9 wire flag, wooden stake, or native material. The marker shall extend a minimum of 12 inches above the ground. Flagging tied to the marker shall have the plot number, date, and examiner's initials written in grease pencil or waterproof marker.

Where Down Woody Materials transects occur, Contractor shall also identify the end of the Down Woody Materials transect with a marker similar to the plot center marker. The flag on this marker shall be labeled "DWM."

- B. Two pieces of flagging shall be hung near plot center as topography and available vegetation allow. This flagging shall be at least 5 feet above the ground, 12" long, and reasonably visible within the area. Write the stand number, plot number, date, and examiner's initials on this flagging.
- C. The Contractor shall maintain the rate of progress specified in the Contractor's Work Plan and Schedule. The minimum acceptable rate of progress shall occur when the percent of work completed within 10 percent of the time used.

PLOT LOCATION AND ESTABLISHMENT

A. General Location and Marking

1. Plot locations will be supplied by the Forest Service, However, if a plot center lands (or would land) upon an established road or maintained trail, in an unreachable or dangerous location, or within one chain of the stand boundary, it shall be offset one chain back along the direction of travel and noted in the stand narrative.

B. Plot Acquisition Standards – GPS

1. The Contractor shall use a GPS unit capable of meeting the *R1-CSE Handbook* GPS Requirements, including the ability to calculate the specified position averaging, to the acquire the coordinates for each plot center in accordance with the tolerances and standards set forth for plot location and plot data. The Contractor shall provide a GPS receiver that has the ability to obtain the stated accuracy standard of ± 15 meters in the horizontal

dimension.

2. The Contractor shall set up the GPS receiver and any related software as referenced below:
 - a. Geodetic Datum: NAD 1983 (Conus)
 - b. Coordinate System: Latitude/Longitude (DD.mm'ss.s")
 - c. North Reference: True
 - d. Declination: Auto

C. Plot Acquisition Data Collection - GPS

1. The Contractor shall acquire the daily almanac and assure a current position fix of three dimension "3D" status (four or more satellites). Once the daily almanac has been collected the Contractor shall proceed to navigate.
2. Once the plot center has been located the Contractor shall collect a minimum of four minutes of averaging, **While acquiring, the GPS unit must not move as satellite signals are continuously received.** The emphasis of this mode is on high accuracy and stability in the position solution.
3. Once at least 5 minutes of positional data have been collected the Contractor shall enter the latitude and longitude values on the appropriate fields on the Plot Data screen/form.
4. When the Contractor cannot record the latitude and longitude readings for any reason in the current position, a position from a documented reference point shall be used, with the distance and azimuth between used to calculate the needed latitude and longitude.

STAND EXAM INSTRUCTIONS AND DATA COLLECTION SPECIFICATIONS

The Contractor shall establish, measure, and record data using variable and fixed radius subplots in accordance with the *Common Stand Exam Field Guide for Region 1 (R1 March 2019)* hereafter known as "*R-1 CSE Handbook.*" As stipulated by this contract, data shall be collected to complete the Setting Form, the Plot Data Screen/Form, the Tree Data Screen/Form, the Vegetation Composition Data Screen/Form (if required), and the Down Woody Materials Data Screen/Form (if required) as specified in Section E. INSPECTION AND ACCURACY REQUIREMENTS.

The Contractor shall limit disease and insect identification to those agents, pests, and diseases listed in Damage Categories, Agents, and Severity Ratings found in the *R-1 CSE Handbook.*

A. Setting Data: The Setting Data contains data about the overall stand, and the narrative write-up. A narrative write-up on the Setting Form is required for all stands. The stand examiner's view of current conditions in conjunction with the quantitative data can contribute towards the development of a more accurate mental image of the stand during diagnosis and prescriptive analysis. The Contractor shall complete one Setting Form for each setting (stand) as per *CSE Quick Plot Protocols*.

Following is a list of data fields required for each setting, their source and default value (if one exists).

Setting Data Form

Field Name	Requirement	Data Source	Default Value
Project Name	Required	USFS	OG Exams
Proclaimed Region	Required	USFS	01
Proclaimed National Forest	Required	USFS	04
District	Required	USFS	04
Location	Required	USFS	
Stand Number	Required	USFS	
Date	Required	Contractor	
Examination Level	Required	USFS	1020
Exam Purpose	Required	USFS	SE**
Existing Vegetation Composition Type*	Optional	Contractor	
Potential Vegetation Reference	Required	USFS	110
Potential Vegetation	Required	Contractor	
Structure*	Optional	Contractor	
Capable Growing Area	Required	Contractor	
Elevation	Required	Contractor	
Aspect	Required	Contractor	
Slope	Required	Contractor	
Acres	Required	Contractor	
Examiner	Required	Contractor	
Precision Protocol	Required	USFS	CSE Q

* Individual projects may specify these fields be recorded, otherwise they are not required.

**Full Boring Protocol is Exam Purpose "SE"

Many of these fields exist on the Common Stand Exam Cover Sheet as well as the Setting Data entry screen in the exams software. Both forms must be filled out completely. Detailed information and lists of valid codes for each data field are found in the *R1-CSE Handbook* section 9 and Appendices.

B. Sample Design: The Sample Design describes the methods in which plots are taken and data is sampled. It is the most important screen of the data entry process- an error on the Sample Design screen will cause ALL stand data to be incorrect when loaded into the FSveg Database. Valid Sample Designs are provided by IDL; See Appendix A. It is important to fill the Sample Design screen carefully with the values provided in Appendix A.

The Contractor shall use the following base Sample Design Form on all Stands:

Tree Data Sample Design Form

Method	ExpFac	Azm	Cond	SubFiltr	Variable	MinV	MaxV	Remarks
BAF	40			ALL	DBH	5.00	999.99	Variable Plot
FRQ	300			LIVE	DBH	0.01	4.99	Fixed Plot
			OR	LIVE	HGT	0.50	4.49	
			OR	DEAD	DBH	3.00	4.49	

**Enter the appropriate BAF from the stand as indicated from the Detailed Unit List (Appendix B)

For stands requiring Down Woody Material data, add the following data exactly as it appears to the Sample Design Form under the "Down Woody Material (Browns Survey)" tab.

Down Woody Material Sample Design

Method	ExpFac	Azm	Cond	SubFiltr	Variable	MinV	MaxV	Remarks
TRN	7.00	45		DOWN	DBH	.01	.24	Down Woody
TRN	7.00	45		DOWN	DBH	.25	.99	
TRN	7.00	45		DOWN	DBH	1.00	2.99	
TRN	7.00	45		DOWN	DBH	3.00	999.99	

C. Plot Data: The plot data contains information about a sample plot. This information is independent of the information collected on other forms. Record a separate set of plot data for each plot in the stand. Required fields are Latitude, Longitude, Capable Growing Area, Plot Aspect, Plot Slope, and Plot Potential Vegetation. Plot Remarks is an optional field. Slope correction shall be calculated for any fixed radius plots on slopes greater than 10%.

1. A 1/10th acre fixed plot (37.2' radius) shall be used to determine the Plot Potential Vegetation (aka Habitat Type). Habitat Types shall be identified to **phase** for each plot in accordance with instructions and descriptions in *Forest Habitats of Northern Idaho: A Second Approximation*. Canopy coverage terms for use in this contract are defined below:

a. "Depauparate": Unusually sparse undergrowth conditions resulting from dense

shading or thick duff. This situation requires the adjustment of canopy coverage values in the key to the next lower class (for instance, "well represented" becomes "common), or extrapolation from the nearest non-depauparate condition occurring on a nearby comparable site.

- b. "Present": As applied to trees or large shrubs, requires at least 10 per acre, well scattered through the area, not restricted to microsites. "Present" as applied to low shrubs and herbaceous plants requires scattered individuals throughout the area, usually 5 or more individuals or clumps per 1/10th acre, not restricted to microsites.
 - c. "Microsites" are small areas that influence the plant community in a way not typical of the stand, most often by providing cover and moisture holding markedly different from what is characteristic of the stand in general. Examples include wind-throw pockets, stump holes, seeps, well-rotted logs, or excessively rocky areas.
2. The following items are required to be recorded for each plot. The Exams software will automatically number the plots; the Contractor must insure that plot numbers match the actual plot locations on the stand contour map.

Plot Data Form

Field Name	Requirement	Data Source
Number		
Latitude (DD/mm'/ss.s")	Required	Contractor
Longitude (DD/mm'/ss.s")	Required	Contractor
Capable Growing Area	Required	Contractor
Aspect	Required	Contractor
Slope	Required	Contractor
Potential Vegetation	Required	Contractor
Plot Remarks	Not Required	Contractor

Detailed information and lists of valid codes for each data item are found in the *R1-CSE Handbook* section 4 and Appendices.

D. Tree Data:

1. The Tree Data contains information about every individual tree or group of trees on an individual plot. A "Plot" is comprised of a Variable radius plot, and a 1/300th acre fixed plot, both originating at plot center.
2. 1/300th Acre Fixed Plot:
The small tree fixed plot tallies live trees with diameters less than the breakpoint DBH (normally 5.0" DBH). Measurable trees on the fixed plot include live trees greater than .5' in height and dead trees greater than 3.0" DBH. Both live and dead trees less than 5.0" DBH are grouped per IPNF Old Growth Protocol. (See Section C-4 Data Collection Specifications, Tree Data).

3. Variable Plot:
Basal Area Factor (BAF) for each stand is provided in Appendix B, Detailed Unit List.
4. Tally all live and dead trees ≥ 5.0 " DBH, starting with an azimuth of 0° and proceeding in a clockwise direction. If two or more "in" trees lie in a straight line along the azimuth, the tree nearest to plot center shall be recorded first. A tree with less than 45° lean shall be considered standing and be recorded. A tree with more than 45° lean shall be considered down and not be recorded.
5. Trees shall be recorded in the following order:
 - a. Variable radius subplot
 - b. Fixed radius subplot
6. The Contractor shall collect and record Tree Data in each plot. See individual requirements in the "Requirement" column below.

Note: The Exams software will automatically fill in the plot number and tree number for each line of data.

Tree Data Form

Field Name	Requirement	Data Source
Tree Status	All trees	Contractor
Site/Growth Tree	All trees	Contractor
Species	All trees	Contractor
Tree Count	All trees	Contractor
DBH	All Trees > 4.5' tall	Contractor
Height	Trees < 3.0" DBH and broken top trees	Contractor
Radial Growth 1	Growth Sample Trees, Site Trees >5" DBH	Contractor
Age	Growth Sample Trees > 5" DBH	Contractor
Crown Ratio	All live trees	Contractor
Snag Decay Class	All standing dead trees	Contractor
Tree Damage Category	All live damaged trees	Contractor
Tree Damage Agent	All live damaged trees	Contractor
Tree Damage Severity	All live damaged trees	Contractor
Tree Remarks	Optional for all trees	Contractor

Detailed information and lists of valid codes for each data field can be found in the *R1-CSE Handbook* section 10 and Appendices, **except where modified below.**

- a. Tree Boring Protocol - Growth Sample Trees (GST):

Full Boring Protocol- Setting Data Exam Purpose “SE”

A GST tree is the first live standing tree of each species encountered on each plot in each of the following diameter classes, moving clockwise from 0 azimuth. In addition, if not already tallied as the first tree of its size class, the largest tree of each species on each plot is also a GST tree. On these trees, record both 10 year growth increment and total tree age. The GST category of these trees is “G”.

GST Diameter Classes
5.0-14.99 inches
15.0-24.9 inches
25.0+ inches
Largest Tree

Boring of trees for age shall be in compliance with the *R1-CSE Handbook, Appendix O*. In the case of extensive rot or very large size preventing the Contractor from reaching the center of the tree, estimate total age as outlined in the *R1-CSE Handbook, Appendix O*. Record the estimated age in the standard field. In the Remarks field for that tree, record AE1 followed by the measured age and length of measurable core actually extracted. (For example, “AE1 87@13” denotes an estimated age, where 13” of core was extracted and counted to 87 years.)

b. Tree Count:

For live trees < 3.0” DBH, group by species within the following height classes:

Height Classes for Trees < 3” DBH
.5-4.4 feet tall
4.5 -12.0 feet tall
13+ feet tall

For live trees 3.0 to 4.9 inch DBH, group by species and record the diameter and crown ratio of an average member of the group.

For dead trees 3.0 to 4.9 inch DBH, group by species and record the diameter and decay class of an average member of the group. Dead trees smaller than 3.0 inch DBH are not recorded.

Trees (live and dead) larger than 4.9 inch DBH are not grouped. Each tree is recorded on a separate data line.

c. DBH:

In addition to the procedures for limiting distance of borderline trees in *Common Stand Exam Field Guide for Region 1, Appendix K*, record the limiting distance measurement to the nearest 0.1 feet along with the word

limit in the tree remarks column.

d. Tree Damage Category, Agent, and Severity:

Unless otherwise noted in order to meet specific data needs specific to a project, the following minimum required data shall be collected:

- 1) Bark Beetles (Category 11) - If tree damage severity is 2 or greater, record this damage category, damage agent, and damage severity. It is acceptable to use the General agent code (000).
- 2) Defoliators (Category 12) - If tree damage severity is 1 or greater, record this damage category, damage agent, and damage severity. It is acceptable to use the General agent code (000).
- 3) Root Disease (Category 21) - If tree damage severity is 2 or greater, record this damage category, damage agent, and damage severity. It is acceptable to use the General agent code (000).
- 4) Stem Decays (Category 22) - If tree damage severity is 4 or greater, record this damage category, damage agent, and damage severity. Damage agent codes 000 through 003 shall be used.
- 5) White Pine Blister Rust (Category 26) - If tree damage severity is 2 or greater, record this damage category, damage agent, and damage severity. The agent code for White Pine Blister Rust is 001.
- 6) Broken Top (Category 99/Agent 001) - If tree damage severity is 25% or greater, record this damage category, damage agent, and damage severity. Note also that a tree height must be recorded when this damage category is used.
- 7) Dead Top (Category 99/ Agent 002) - If tree damage severity is 25% or greater, record this damage category, damage agent, and damage severity.
- 8) Parasitic/Epiphytic Plants (Category 23) – If damage severity rating is 1 or greater, record this damage category, damage agent, and damage severity.

E. Down Woody Material Data:

1. This form records the dead woody material on a plot. Down Woody Material shall be measured following the **Browns Protocol Method** procedures outlined in the *R-1 CSE Handbook*, section 7, with *R-1 CSE Handbook* Appendix S, Down Woody Materials.

2. The Browns transect shall originate at plot center and extend 7 feet for tallied twigs with a diameter of 2.9" and smaller, and 27 feet (20 feet beyond the twig transect) for down woody material 3.0" diameter and larger.
3. Down Woody Materials (DWM) are simply dead tree parts or downed pieces of wood and brush that have fallen and lie on the ground or are suspended above it. DWM includes downed, dead tree and shrub boles, limbs, and other woody pieces that are disconnected from their original source of growth or are uprooted and no longer self-supported by their roots. It also includes non-machine processed roundwood such as fence posts and cabin logs.
4. DWM does NOT include:
 - Standing dead trees and shrubs self-supported by their roots.
 - Vegetation showing any signs of life. Dead limbs within living trees or brush are not DWM.
 - Stumps that are rooted in the ground.
 - Dead foliage, bark, or other non-woody pieces that are not an integral part of a bole or limb. Bark attached to a piece of wood is an integral part of that piece.
 - Roots or main bole below the root collar.
 - Manufactured wood products such as lumber or furniture.

Field Name	Requirement	Data Source
First Duff	Required	Contractor
Second Duff	Required	Contractor
Fuel Depth	Required	Contractor
Twig 1 (0-.24")	Required	Contractor
Twig 2 (.25-.99")	Required	Contractor
Twig 3 (1.0-2.99")	Required	Contractor
Piece Count (>3" diameter)	Required	Contractor
Decay Class (>3" diameter)	Required	Contractor
Diameter (>3" diameter)	Required	Contractor
Piece Length (>3" diameter)	Required	Contractor

Detailed information and lists of valid codes for each data field are found in the *R1-CSE Handbook* section 7 and Appendices.

F. Recording Instructions

1. The contractor shall submit the following to IDL:
 - a. One Stand Examination Cover Sheet with narrative write-up* for each stand.

*The narrative write-up should include (at a minimum): observations about overstory structure not detected in the measured plots, a list of the major forb and brush species in the stand and the general height and density of the brush layer, and other features noted between plots which influence management and reforestation decisions such as running water, rock outcrops or scree fields, and natural inclusions greater than an acre in size which are significantly different from stand as a whole.

- b. One (or more) electronic .cse files containing field data for all stands with submitted cover sheet and map. This is the file created by entering field data into the provided EXAMS/EXAMSPC software.
2. Acceptable methods of electronic data submission are by CD-R disc or by E-mail to an address specified by the COR. In any case, data must be readable by the Government's computers running the Microsoft Windows 10 operating system (or a future upgraded system should one occur during the life of the contract). No adjustments will be made due to program errors that result in data errors or loss of data.

CONTRACT PERIOD

Contract work may commence once the contractor has received a signed copy of the contract and has had a pre-work conference with the Contract Supervisor. The estimated start date is March 15, 2021. All complete plot data shall be received by October 30, 2021. The Contractor should understand that weather will most likely prevent any work after the 30th of October. With that in mind, the Contractor must develop a work production plan that allows ample time to complete all filed work (and potential rework) prior to that date. Office work and data cleanup can be worked on after that date. However, the contract will expire December 31, 2021.

INFORMATION

Contact information will be provided with contract documents.

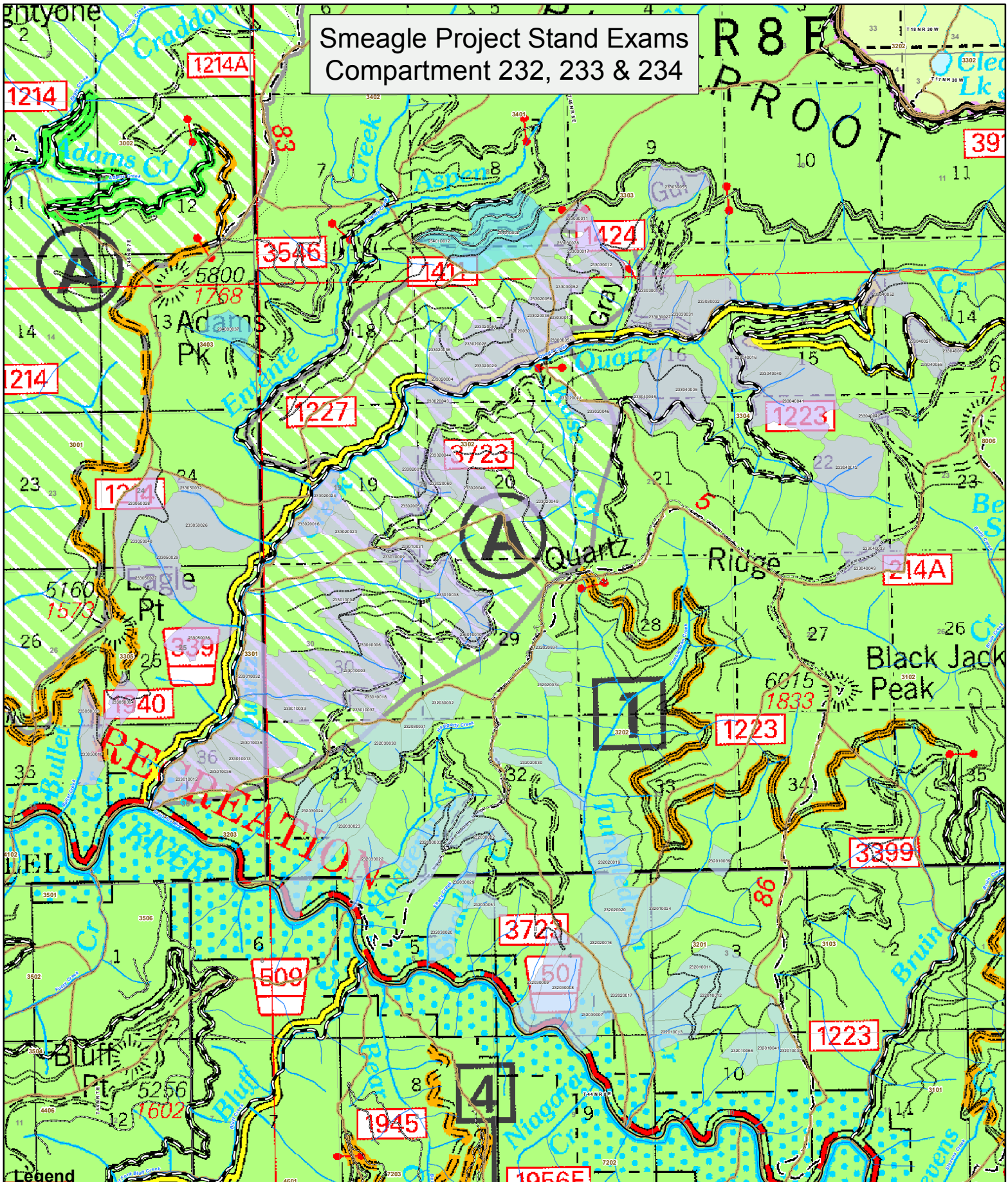
Smeagle West Stand Exam List - STAND EXAM TYPE - SE-1020

	Stand ID	Acres	Plots Needed
1	232010011	67	10
2	232010012	65	9
3	232010013	35	5
4	232010024	62	9
5	232010032	11	3
6	232010039	14	3
7	232010041	32	5
8	232010066	26	4
9	232020016	47	7
10	232020017	36	5
11	232020019	54	8
12	232020020	44	6
13	232020030	32	5
14	232020034	9	3
15	232020037	28	4
16	232030003	94	13
17	232030007	55	8
18	232030008	90	13
19	232030009	39	6
20	232030012	36	5
21	232030020	37	5
22	232030022	50	7
23	232030023	81	12
24	232030024	45	6
25	232030029	17	3
26	232030030	45	6
27	232030031	30	4
28	232030032	27	4
29	232030051	16	3
30	233010003	57	8
31	233010004	34	5
32	233010006	45	6
33	233010009	33	5
34	233010010	18	3
35	233010012	48	7
36	233010013	30	4
37	233010018	20	3
38	233010031	17	3
39	233010032	107	15
40	233010033	36	5
41	233010035	47	7
42	233010036	35	5
43	233010037	13	3
44	233010038	57	8
45	233020004	22	3
46	233020011	4	3
47	233020014	32	5
48	233020016	24	3
49	233020023	30	4
50	233020024	29	4

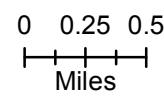
51	233020028	25	4
52	233020029	56	8
53	233020030	34	5
54	233020036	17	3
55	233020038	22	3
56	233020040	41	6
57	233020043	26	4
58	233020044	23	3
59	233020046	24	3
60	233020049	37	5
61	233020050	18	3
62	233020054	11	3
63	233020056	19	3
64	233020060	12	3
65	233030011	19	3
66	233030012	43	6
67	233030013	9	3
68	233030016	40	6
69	233030017	11	3
70	233030027	33	5
71	233030031	18	3
72	233030032	40	6
73	233030051	16	3
74	233030052	22	3
75	233030055	52	7
76	233030078	29	4
77	233040005	92	13
78	233040012	92	13
79	233040016	37	5
80	233040017	12	3
81	233040027	25	4
82	233040033	39	6
83	233040040	33	5
84	233040041	113	16
85	233040042	26	4
86	233040045	40	6
87	233040049	24	3
88	233040052	42	6
89	233040055	9	3
90	233050004	27	4
91	233050018	32	5
92	233050026	79	11
93	233050027	25	4
94	233050028	56	8
95	233050029	46	7
96	233050032	16	3
97	233050033	16	3
98	233050036	40	6
99	233050040	5	3
100	234010002	135	19
101	234010012	21	3
102	234030037	36	5

Total Samples	3777	566
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Smeagle Project Stand Exams Compartment 232, 233 & 234



- Legend**
- FSVeg Compartments
 - Township/Range
 - Open Green Roads
 - Sections
 - Other Public Roads
 - Smeagle Compartment 232 Stands
 - Smeagle Compartment 233 Stands
 - Smeagle Compartment 234 Stands
 - NFSR Roads



Scale 1:50,000



ATTACHMENT 4

EXHIBIT A
AFFIDAVIT OF COMPLIANCE
TO BE SUBMITTED WITH FINAL INVOICE

STATE OF)
) ss.
COUNTY OF)

TO: IDAHO DEPARTMENT OF LANDS

In conjunction with contract number (20-237-041003), project number (_____)

I, (_____), of (_____), do state that I:

- a) paid minimum wage;
- b) complied, to the best of my knowledge, with all labor laws;
- c) paid all debts incurred as a result of this contract; and
- d) relinquish any further claims against the State of Idaho under this contract, pending final payment for contract services rendered.

Affiant

Subscribed and sworn to me before this _____ day of _____ 20__.

Notary Public in and for _____

Residing at _____

My commission expires on _____

This form is available electronically.

Form Approved – OMB No. 0505-0027
Expiration Date: 12/31/2018

United States Department of Agriculture

AD-1048

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two Before Completing Certification)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.