STATE OF IDAHO

DEPARTMENT OF LANDS

PRIEST LAKE PRE-COMMERCIAL THINNING

REQUEST FOR QUOTE NO. 23-204-10706112

DUE BEFORE 3:00:00 PM PT on SEPTEMBER 1, 2022
STATE OF IDAHO
DEPARTMENT OF LANDS
REQUEST FOR QUOTE 23-204-10706112

PRIEST LAKE PRE-COMMERCIAL THINNING

RESPONSES DUE BEFORE 3:00 PM PT on SEPTEMBER 1, 2022

The purpose of this Request for Quote (RFQ) package is to solicit quotes for the efficient completion of the PRE-COMMERCIAL THINNING work outlined in the attached project descriptions and contract documents.

QUESTIONS:
Questions pertaining to RFQ specifications must be submitted in writing via email to Sherry Leason at sleason@idl.idaho.gov. The deadline for receiving questions is 5:00 P.M., PT, Wednesday, August 24, 2022. Only questions answered by written amendment are binding. Oral interpretations have no legal effect. Unofficial communication streams are not binding and at your own risk. Responses to questions received will be posted as an addendum on the IDL website at www.idl.idaho.gov. Verbal questions will not be accepted.

INSTRUCTIONS:
All price quotes will be entered on the attached Schedule A. The signed Schedule A may be returned to either the Email or physical address listed below. Idaho Department of Lands shall award the Contract to the qualified Vendor submitting the lowest responsible and responsive quote. In the case of math errors, the PRICE PER UNIT will be correctly extended and the corrected TOTAL EXTENDED AMOUNT will be the basis for award.

RFQ DEADLINE AND DELIVERY REQUIREMENTS:
Quotes must be received by the Idaho Department of Lands at either the physical address or email address listed below before 3:00:00 PM PT on September 1, 2022. The Department of Lands is not responsible for lost or undelivered quotes or for failure of the United States Postal Service or any courier service to deliver quotes to the Idaho Department of Lands by the RFQ 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 at the time, or to the location, required by the Solicitation. 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: Sherry Leason, Senior Buyer
3284 W. Industrial Loop
Coeur d'Alene, ID 83815
OR
sleason@idl.idaho.gov

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

Quotes mailed in a sealed envelope are to be marked in the lower left-hand corner and emailed quotes are to be marked in the subject line with the following information:

Sealed Quote For: RFQ 23-204-10706112 - Priest Lake Pre-Commercial Thinning
Responses due Before: 3:00:00 PM PT on September 1, 2022
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.

QUESTIONS

Any questions during the solicitation shall be submitted following the instructions in the solicitation. Any questions regarding contract terms must be submitted during the solicitation. The State will not be responsible for any verbal 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.

NEGOTIATIONS

The Idaho Department of Lands reserves the right to enter into negotiations in accordance with IDL Procurement Policy 13.

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.
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<tr>
<th>SUPERVISORY AREA</th>
<th>PROJECT NAME AND NUMBER</th>
<th>TREATMENT TYPE</th>
<th>APPROXIMATE NUMBER OF ACRES</th>
<th>PRICE PER ACRE</th>
<th>TOTAL EXTENDED AMOUNT</th>
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<tbody>
<tr>
<td>Priest Lake</td>
<td>PL PCT 22</td>
<td>Thin</td>
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Any additional work required under this contract but not scheduled will be performed at the rates shown herein. An approved and signed contract modification may be required prior to the starting of additional work.

In the case of math errors, the **PRICE PER ACRE** will be correctly extended and the corrected **TOTAL EXTENDED AMOUNT** will be the basis for award.

**NOTE:** The quantities of work to be done under this contract as set forth in Schedule A have been estimated and may not be accurate in any or all particulars. The Contractor understands and agrees that these are reasonable estimates only as determined by a GIS measurement and that the State shall not be responsible for any claim of profits, loss of profit or for damages or because of a difference between the estimated quantities of work to be done and the actual quantities ordered by the State.
STATE OF IDAHO
DEPARTMENT OF LANDS

PRIEST LAKE PRE-COMMERCIAL THINNING

CONTRACT NO. 23-204-10706112

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STATE OF IDAHO
DEPARTMENT OF LANDS
PRIEST LAKE PRE-COMMERCIAL THINNING
CONTRACT NO. 23-204-10706112

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 serves 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 as the Contractor.**

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

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

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

2.5 **The Contractor warrants to the State that all labor furnished shall be competent to perform the tasks undertaken; materials and equipment furnished under the Contract will be new and of high quality unless otherwise required or permitted by the Contract documents; that the Work will be complete, of high quality and free from defects not inherent in the quality required or permitted; and that the Work will strictly conform to the requirements of the contract documents. Any Work not strictly conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. The Contractor’s warranty excludes remedy for damage or 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, and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this Contract, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, indemnify and hold the State harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws with respect to the Contractor or Contractor’s employees engaged in performance under this Contract. The State does not assume liability as an employer.

4. **ANTIDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

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

5. **CONTRACTOR RESPONSIBILITY**

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

6. **REGISTRATION WITH SECRETARY OF STATE AND SERVICE OF PROCESS**

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

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

7. **SUBCONTRACTING**

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

8. TAXES

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

9. WAGE AND LABOR COMPLIANCE

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

a. At least the minimum Idaho wage was paid to all employees and subcontractors utilized to complete the work in accordance with Idaho Code section 44-1502;

b. Contractor was in compliance with all labor laws;

c. All debts incurred by the Contractor to accomplish the work requirements outlined by this agreement were paid in full.

d. Any further claims against the State of Idaho under this agreement are relinquished, pending payment for services rendered by the Contractor and accepted by the State.

10. CERTIFICATION CONCERNING BOYCOTT OF ISRAEL

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

11. 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 or failure of the State to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor’s obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this Contract. The Contractor shall provide certified copies of all insurance policies required within ten (10) days if requested by the State.

   (1) **Commercial General Liability Insurance**

   Contractor shall maintain commercial general liability insurance with a combined single limit of not less than $1,000,000 each occurrence. 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 the Contract is held to be invalid or unenforceable by a court, the remaining terms of this Contract will 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 Safety Data Sheets (SDS) 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 States terms and conditions (such document deemed incorporated by reference), constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals or quotations, both oral and written, discussions, representations, commitments, and all other communications between the parties. Where terms and conditions specified in the State's documents or the Contractor's response differ from those specifically stated in this Contract, the terms and conditions of this Contract shall apply.

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 for an Event of Default if the State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Contract.

c. TERMINATION FOR CONVENIENCE

i. The State may terminate this Contract for its convenience in whole or in part, if the State determines it is in the State's best interest to do so.

ii. After receipt of a notice of termination for convenience, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:

a. Stop work.

b. Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.

c. Terminate all subcontracts to the extent they relate to the work terminated.

d. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts.

iii. Unless otherwise set forth in the Solicitation, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:
a. The Contract price for Deliverables or services accepted by the State and not previously paid for; and

b. The total of:

i. The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;

ii. The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and

iii. Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.

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

d. TERMINATION FOR FISCAL NECESSITY

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

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 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. Confidential Information shall not include data or information that:

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

b. Becomes generally available to the public other than as a result of disclosure by Contractor; or

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

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 for
the recovery of costs of the cleanup.

35. CAMPING ON STATE LAND

Contractor personnel may, with written approval from the State, camp during the Contract period on
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 Supervisory Area and be in compliance with State Land Board rules
and regulations for fire prevention.

36. FIRE PREVENTION RESPONSIBILITIES

a. The Contractor will adhere to the State Land Board rules and regulations which set forth fire
prevention safety precautions for woods operations. Such rules and regulations are available at
any IDL 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. The Contractor and Contracting Officer Representative(s) will discuss the Contract terms, work performance requirements, and tentative work schedule. This Contract shall expire one year from its effective date, unless terminated earlier by the State under any of the provisions of paragraph 26 of this Contract. All requirements of the Contract must be satisfactorily completed by the Contract expiration date.

**SIGNATURE PAGE**

Contract signatures process will be completed using DocuSign.
SPECIAL PROVISIONS
PRECOMMERCIAL THINNING, CULL TREE REMOVAL, SLASHING, AND PRUNING

Unless stated otherwise, all work performed shall conform to that commonly used in the forestry profession, the IDL Forest Management Manual, and as directed by the IDL.

A. ADDITIONAL DEFINITIONS AND TERMS

1. **Bearing Tree (B.T.)**: A painted tree that references the location of the corner monument through distance and azimuth on a tag attached to said tree.

2. **Blister Rust Canker**: Lethal blister rust cankers are defined as bole cankers and/or branch cankers located closer than six inches (6”) to the main stem.

3. **Branch Collar**: The basal enlargement of a branch.

4. **Buffer Zone or Buffer Strip**: An untreated leave strip; no treatment (thinning/slashing) required.

5. **Crop Trees**: reserve trees to be left and demonstrate the best dominant or co-dominant characteristics of conifers of good form and vigor and free from insects and disease.

6. **Diameter Breast Height (DBH)**: A point on the tree stem 4.5 feet above average ground level.

7. **Hang-ups**: Partially severed stems or stems completely severed which are not placed on the ground.

8. **High Water Mark**: place on the stream bank that indicates or marks the maximum rise of water ever.

9. **Lift**: The height that limbs are pruned in a particular operation.

10. **Mechanical Treatment**: The use of power saws, axes, pruning saws, or other approved tools to remove surplus (cut) trees, limbs, and brush.

11. **Pre-suppression Lanes**: Fire trails designated in the Project Description and project map.

12. **Pruning**: The severing of all live and dead limbs from the bole of a tree to the specified pruning height.

13. **Pruning Height**: Pruning height will be determined from the uphill side of a tree.

14. **Slash**: All severed trees, tops, and debris created as a result of the cutting activity.

15. **Surplus Trees**: All trees which do not meet contract specifications as per this contract and attached Project Description(s) and are required to be cut. Surplus trees includes trees larger than the specified minimum height and are not needed to meet spacing requirements, trees not completely severed from the stump, or cut trees with stumps not cut below the lowest live limb(s), stumps taller than the minimum height, and hang-up trees. In addition, IDL considers surplus trees all trees required to be girdled, but not girdled or not girdled properly, and all hardwood species (trees and shrubs) not cut, if required.

16. **Whip(s)**: Poor vigor, non-merchantable trees with a high proportion of height to diameter.

B. TREATMENT OBJECTIVES

IDL’s treatment objective of this project involves improving or protecting the forest health through
the silvicultural treatments of precommercial thinning, pruning, slashing, and/or cull tree removal.

C. ITEMS TO BE FURNISHED BY THE CONTRACTOR

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

The Contractor will also provide all bilingual (English and the principal language of the crew members) supervisory personnel as specified below:

- 1 - 6 Crewmen = 1 Thinning Crew Supervisor
- 7 - 11 Crewmen = 2 Thinning Crew Supervisors
- 12 or more Crewmen = 2 Non-thinning Crew Supervisors

D. ITEMS TO BE FURNISHED BY THE STATE

The IDL shall furnish:

1. A FIC to acquaint the Contractor with each unit worked and to conduct periodic field inspections.

2. Copies of administrative maps and project map(s).
   - IDL flagged or marked with paint the unit boundaries, other than for easily identified ground features, as per the Project Description(s).
   - IDL measures acreage as indicated in the Project Description(s) on the horizontal plane using GIS. Mostly, IDL deducts large openings, roads, and buffer zones from the gross acreage and designated as excluded areas on the project map(s).

   The Contractor must submit any disputes on project acreage(s) by the Contractor must be submitted to the State in writing during the contract period. The State will traverse the unit(s) in question. If the traverse produces acreage within one hundred and five percent (105%) of the Contract acreage, the Contractor will pay for the cost of the traverse. If the traversed acreage exceeds one hundred and five percent (105%) of the Contract acreage, IDL will pay the Contractor based on the traversed acreage, and IDL will not charge the Contractor for the traverse.

3. Other items as per the Project Description(s)

E. CUTTING REQUIREMENTS

1. The Contractor will select or reserve the trees based on quality or as specified in the Project Description(s) or FIC. The Contractor will leave all healthy (disease and insect free), vigorous trees (crop trees) six (6") inches DBH and larger unless otherwise specified in the Project Description(s) or by the FIC as a living cull described below. Even though these trees produce excess crop trees, the FIC disregards these in terms of the number of trees per acre during the inspection process.

2. The Contractor will mechanically treat surplus trees from two feet (2') and taller by completely severing the stem below the lowest live limb.

   The project area may include patches within the project area which possess an unusually high density of vigorous healthy larger stems (6 inches DBH and larger). In these areas, the FIC may direct the Contractor to increase the stand density accordingly to preserve these larger stems. Even though these trees produce excess crop trees, the FIC disregards these in terms of the number of trees per acre during the inspection process.
3. For thinning, slashing, and cull tree removal size material, the Contractor will keep severed trees stump height twelve inches (12") or less as measured from the uphill side of the tree.

4. Except for crop or leave trees as specified above or in the Project Description or per FIC, the Contractor will mechanically remove the following: (Applies to thinning, slashing, and cull removal)
   i. All whips and other surplus conifer trees to a minimum height as specified in each Project Description(s).
   ii. All hardwood species located within 8 feet of a conifer crop tree which will overtop a crop tree, in height, or as directed by the Project Description(s) or the FIC.
   iii. Crop trees damaged by falling of surplus trees, or as directed by the FIC.
   iv. Trees of poor form and vigor (living culls) to include:
      a. Trees with signs of insects and/or disease such as root rot, conks, western gall rust, or blister rust bole cankers.
         The Contractor will select western white pine (WWP) as a crop tree if it appears to be blister rust resistant and vigorously growing. IDL will consider cutting of WWP crop trees with the absence of lethal blister rust bole cankers grounds for termination of the Contract.
      b. Trees with excessive crooks, forks, leaning, or otherwise damaged from previous logging, including trees with “suckers” (one where the top died back and another limb grew to assume the terminal leader position).
      c. Trees with less than twenty-five percent (25%) of total height in live green crown.
      d. Trees with a “dry” or dead side.
      e. Trees with flat tops crowns or suppressed characteristics.
   v. All animal damaged trees.

5. IDL will permit the Contractor to girdle instead of cutting if falling of a tree will cause damage to the surrounding crop tree(s). The Contractor will girdle by using two continuous saw kerfs no more than 6-inches apart through the cambium layer around the bole of the tree. For safety considerations, the Contractor will cut one-inch (1") or less into the wood beyond the cambium layer.

6. Pruning
   i. If the Contractor branch prunes on crop trees to clear a way for cutting non-crop trees using chain saws, the Contractor shall prune the branches within one inch (1") of the bole. The Contractor will avoid cutting into the bark on the main bole. If IDL requires
branch pruning of WWP crop trees for blister rust control, the Contractor will use procedures as described and pictured per below, or along with the attached Project Description(s).

ii. The Contractor will conduct the pruning operations in a manner that prevents damage to the tree. IDL requires the Contractor to perform all pruning for WWP blister rust control with hand pruners, lopping shears or pruning saws as described in the Project Description(s) or approved by the FIC.

iii. For all scheduled pruned WWP trees, the Contractor will completely sever from the tree, all live limbs, dead limbs and needles on the main bole of the tree. The Contractor will perform the pruning so that the branch cut leaves a flat surface within one-quarter inch (1/4") of the branch collar as shown in the picture above.

7. The Contractor will leave all snags if can do so safely. The Project Description(s) states any other snag falling requirements or per FIC.

8. The Contractor will leave all B.T. trees, land survey monuments, and any land survey identifications.

9. The Contractor will keep stream channels free of slash, debris, or foreign material as per the Forest Practices Act. The Contractor will fall trees away from the stream and remove any material introduced into or over a live stream in the thinning or pruning process by placing it at least five (5') feet horizontal distance from the high-water mark.

The Contractor must remove any material that falls into road ditches, culvert catch basins, or culverts and disburse it at least five feet (5’) back into the unit.

10. Mistletoe infected trees

i. The Contractor will rate dwarf mistletoe infected trees by the following point system: The Six-Class Dwarf Mistletoe Rating System

  Step 1: - Divide the live crown into thirds horizontally.
  Step 2: - Rate each third separately by the following rating system.
    0 = No Visible Infection
    1 = Light Infections (½ or less of total number of branches in the third infected).
    2 = Heavy Infection (more than ½ total of branches in the third infected).
  Step 3: - Add rating of the thirds to obtain a rating for the total tree.
  Step 4: - Stand values may be obtained by averaging individual tree ratings.

ii. The Contractor will then leave or cut the dwarf mistletoe infected trees by the following criteria: Leave trees< 8 inches DBH with a total of _2_ points or less, and leave trees >8 inches DBH with a total of _3_ points or less, unless otherwise specified by the forester-in-charge.

11. Thinning Slash Hazard Abatement Requirements

i. Designated roads and skid trails, noted on the project map or as directed by the FIC, around and throughout the project area provides access and acts as additional fire trails. The Contractor will remove all slash from running surface, cutslopes, and fillslopes of all spur roads and perimeter skid trails, or as per the FIC. The Contractor will pull this thinning debris back into the unit and / or hand piled, in piles of sufficient size, as designated by the FIC, to allow for burning. The Contractor will remove all felled material in or protruding over the top of cutbanks and at least two feet (2’) beyond the fill side on these roads and skid trails and redistributed at least ten feet (10’) within treated area or as directed by the FIC or per the Project Description.

ii. The Contractor will remove felled material which falls outside the unit boundaries and redistribute them into the unit(s) by at least ten feet (10’) or as directed by the FIC or Project Descriptions(s).
iii. If contractor produces piles, the contractor shall place them further than ten feet (10') from any live green tree or as specified in the Project Description or per FIC.

iv. The attached Project Description(s) lists additional hazard abatement treatments or by the FIC.

v. The Contractor will keep slash hazard abatement current with thinning operations or as directed by the FIC.

vi. The Contractor will maintain vehicle access control with locked gates where applicable.

F. **CONTRACT ADMINISTRATION**

1. The FIC will administer the Contract as required in all specifications.

2. IDL will resolve disputes between the FIC and the Contractor.

3. The FIC’s authority includes the following in addition to that delegated in other portions of the Contract:
   
i. Decide questions regarding quality and acceptability of equipment used, materials furnished, and all work performed.
   
ii. Make recommendations for payment.

4. Inspections:
   
i. The FIC will inspect the Contractor’s treatment regarding Contract compliance through a series of inspection plots. The attached Project Description(s) outlines the type and number of inspection plots to determine contract compliance. The FIC will base compliance and payment for work performed by the following:
   
   a. Or as described in the attached Project Description(s), the FIC will establish a minimum of two (2) circular plots for each five (5) acres completed. Terrain and desired average spacing as stated in the Project Description(s) or per FIC will determine the size of the plot.

   b. For thinning, at each inspection plot the FIC will determine and record the following:
      
      (1) Total number of trees left.
      
      (2) Number of acceptable crop trees ≥ 6” DBH that the contractor cut.
      
      (3) B.T. trees that the Contractor cut.
      
      (4) Number of trees requiring cutting but the Contractor left or partially severed trees.
      
      (5) Hang-ups
      
      (6) Number of poor tree species left.
      
      (7) Number of poor crop trees left.
      
      (8) Number of stumps > 12” in height or cut trees with stumps not cut below the lowest live limb(s).
      
      (9) Acceptable (optimum) number of crop trees. The Project Description specifies the acceptable spacing and number of trees per acre based on the following Per Acre Zone of Acceptance Table:
PER ACRE ZONE OF ACCEPTANCE TABLE

Number of Crop Trees

<table>
<thead>
<tr>
<th>Spacing</th>
<th>Minimum</th>
<th>Average</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>9' x 9'</td>
<td>480</td>
<td>535</td>
<td>590</td>
</tr>
<tr>
<td>10' x 10'</td>
<td>400</td>
<td>435</td>
<td>480</td>
</tr>
<tr>
<td>11' x 11'</td>
<td>320</td>
<td>360</td>
<td>400</td>
</tr>
<tr>
<td>12' x 12'</td>
<td>260</td>
<td>303</td>
<td>340</td>
</tr>
<tr>
<td>13' x 13'</td>
<td>220</td>
<td>258</td>
<td>300</td>
</tr>
<tr>
<td>14' x 14'</td>
<td>180</td>
<td>222</td>
<td>260</td>
</tr>
<tr>
<td>15' x 15'</td>
<td>160</td>
<td>194</td>
<td>240</td>
</tr>
<tr>
<td>16' x 16'</td>
<td>120</td>
<td>170</td>
<td>200</td>
</tr>
<tr>
<td>17' x 17'</td>
<td>110</td>
<td>151</td>
<td>180</td>
</tr>
<tr>
<td>18' x 18'</td>
<td>105</td>
<td>134</td>
<td>160</td>
</tr>
<tr>
<td>19' x 19'</td>
<td>100</td>
<td>121</td>
<td>140</td>
</tr>
<tr>
<td>20' x 20'</td>
<td>90</td>
<td>109</td>
<td>120</td>
</tr>
</tbody>
</table>

The required number of crop trees per acre must fall between the maximum and minimum listed in the Per Acre Zone of Acceptance as specified by spacing in the Project Description. The FIC will consider the unit unsatisfactorily treated when sample plots reveal an average of more than one surplus tree per plot and/or when the number of crop trees plus any remaining surplus trees equals outside the Per Acre Zone of Acceptance limits for the required spacing.

The Contractor must treat excess or surplus trees to Contract specifications before the Contractor performs work in any other portion of the unit or units or receives payment for the unit with excess or surplus trees. The Contractor may, at no additional expense to IDL, retreat unsatisfactory units or parts thereof. If IDL terminates the contract for unsatisfactory performance, IDL will only make payment for work satisfactorily completed.

c. For pruning, The FIC will establish plots that may coincide with the thinning plots. If applicable, the FIC will make these plots 1/20- or 1/50-acre fixed plots or the FIC will use a minimum of three (3) WWP trees per acre within each unit for inspection, or as described in the Project Description due to low WWP presence. On these inspection plots, the FIC will determine and record the following items:

1. Satisfactory pruned trees
2. Non-pruned tree(s) that should have been pruned
3. Pruned trees with the following deficiencies:
   a. improper pruning height
   b. missed limbs or bole needles
   c. stub length too long (includes branch splinters)
   d. operational damage to the tree (bole damage)

ii. The FIC will furnish the inspection reports to the Contractor so that the Contractor may correct any deficiencies as contract work progresses.

iii. If the Contractor disputes the original inspection results of unacceptability on either a completed or partially completed unit, The Contractor may request, in writing, one reinspection of the inspection plots. The FIC and Contract Representative shall together revisit the inspection plots to determine the accuracy of the inspection plots. The results of the second inspection will determine payment. If the second inspection results fall below the acceptable limit, the Contractor shall pay for the cost of reinspection.
5. Compliance
   
   i. Thinning:

   Upon inspection of all plots for project work, IDL calculates the quality of thinning as follows:

   * Percent Satisfactory =

   \[
   \frac{\text{Total Number of Errors}}{\text{Acceptable # Crop Trees}} \times 100 = \%\text{Unsatisfactory} \]

   \[
   100\% - \%\text{Unsatisfactory} = \%\text{Satisfactory} \]

   * IDL rounds all percentages to the nearest whole percent.

   ii. Pruning:

   Upon inspection of all plots for project work, IDL calculates the quality of pruning as follows:

   * Percent Satisfactory =

   \[
   \frac{\text{Acceptable No. of Trees Pruned correctly}}{\text{Total No. of Required Pruned Trees}} \times 100 = \%\text{Satisfactory} \]

   * IDL rounds all percentages to the nearest whole percent.

G. PAYMENT PROCEDURES

1. Unless otherwise specified in the Project Description(s) or by the FIC in writing, IDL may not make payments prior to July 1st of the current year.

2. IDL will make payment on the satisfactory completion of each project unit as per the master contract, attached Project Description(s), and FIC. IDL will make payment at the rate(s) set forth in Schedule A attached hereto.

3. Payment for acres thinning will be adjusted as follows:

   i. IDL requires a minimum acceptable standard for satisfactory work of ninety percent (90%) for full payment.

   ii. If the percent satisfactory fall below ninety percent (90%) due to the cutting of too many crop trees and the Contractor cannot or will not rework the unit, IDL will assess the Contractor damages by reducing payment five percent (5%) for each one percent (1%) outside the Contract standards.

   * Percent Reduction = (90% - Percent Satisfactory) X 5

   iii. If the percent satisfactory falls below eighty percent (80%) due to the cutting of too many crop trees, IDL will not make payment for the unacceptable thinning unit. The FIC will notify the Contractor in writing immediately. If unacceptable work continues, IDL will terminate the Contract.

4. Payment for acres pruned will be adjusted as follows:

   i. IDL requires a minimum acceptable standard for satisfactory work of ninety-five percent (95%) for full payment.

   ii. If the percent satisfactory falls below ninety-five percent (95%), IDL will assess the Contractor damages by reducing payment five percent (5%) for each one percent (1%) outside the Contract standards.
* Percent Reduction = (95% - Percent Satisfactory) \times 5

iii. If the percent satisfactory falls below ninety percent (90%), IDL will not make payment for the unacceptable thinning unit. The FIC will notify the Contractor in writing immediately. If unacceptable work continues, IDL will terminate the Contract.

5. IDL will make payment as the FIC declares each unit satisfactorily completed. If the Contractor does not complete a unit and IDL elects to terminate this contract, IDL will traverse the acreage treated satisfactorily, and IDL will deduct the cost of such traverse from the Contractor’s final payment.
ATTACHMENT 3
PROJECT DESCRIPTION
Precommercial Thinning

SUPERVISORY AREA: Priest Lake Supervisory

PROJECT NAME: PL PCT 22

PROJECT NUMBER: 10-706-112-21

PROJECT ACRES: 195

PROJECT LOCATION: Priest Lake Vicinity

Units 1 & 2: These units are approximately 25 miles north of Coolin, ID.

Unit 3: This unit is approximately 17 miles north of Coolin, ID.

Unit 4: This unit is approximately 13 miles north of Coolin, ID.

Unit 5: This unit is approximately 7 miles south of the Coolin, ID.

Units 6 & 7: These units are approximately 7 miles southeast of Coolin, ID.

Please see attached map(s) for locations.

AREA HISTORY:

Units 1 & 2: There were two regeneration harvests in these units that led to the current stand conditions. The most recent harvest was under the Mid-Trapper OSR salvage sale (SS100171). This sale removed the remaining overstory in these units. The sale cancelled in the winter of 2009.

Unit 3: There were two regeneration harvests in this unit that led to the current stand condition. The most recent harvest was under the Betwixt timber sale (TS104057). This sale removed the remaining overstory in this unit. This sale cancelled the summer of 2017.

Unit 4: There were two regeneration harvests in this unit that led to the current stand condition. The most recent harvest was under the Bear Bottom timber sale (TS104313). This sale removed the remaining overstory and was cancelled in the winter of 2021. The unit was planted in the spring of 2009 with the Bear Race Plant project (10-477-102-09) following the first harvest.

Unit 5: There were several entries in this unit that led to the current stand condition. The most recent harvest was under the Camel Knob timber sale (TS104105). This sale removed the remaining overstory in this unit. The sale cancelled the summer of 2018.

Unit 6 & 7: There were two regeneration harvests in these units that led to the current stand conditions. The most recent entry was under the Tarlack Meadow OSR timber sale (TS103935). This sale removed the remaining overstory in these units. The sale was cancelled in the winter of 2015.
ACCESS:

Access to the units is over main, primary and spur roads. Main and primary roads are rocked surface. Spur roads are primarily native surface. Depending on the condition of the native surface spur roads, a 4X4 vehicle may be necessary, or the Contractor may be required to walk or use ATV’s to access some units.

SITE DESCRIPTION:

1. Soils Present:
   Units 1 and 2: Priest Lake gravelly sandy land
   Unit 3: Treble gravelly sandy loam
   Unit 4: Klootch gravelly sandy loam
   Unit 5: Bonner silt loam
   Units 6 and 7: Vay gravelly silt loam and Vay-Ardtoo association

2. Pathological and Entomological:
   Currently, there is very little pathological and entomological activity within the thinning units.

3. Other Stand Data:

<table>
<thead>
<tr>
<th>Unit</th>
<th>Aspect</th>
<th>Ave. Slope %</th>
<th>Elevation Low</th>
<th>Elevation High</th>
<th>Habitat Type</th>
<th>10 yr Radial Growth</th>
<th>Ave Age of Dominants</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>W</td>
<td>13</td>
<td>3600</td>
<td>4000</td>
<td>TSHE/CLUN</td>
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<td>NA</td>
<td>25</td>
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<tr>
<td>3</td>
<td>NW</td>
<td>30</td>
<td>2600</td>
<td>2900</td>
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<td>NA</td>
<td>18</td>
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<td>13</td>
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<td>NA</td>
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<td>7</td>
<td>N</td>
<td>34</td>
<td>3300</td>
<td>3600</td>
<td>TSHE/CLUN</td>
<td>NA</td>
<td>15</td>
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### TREATMENT TYPE:

<table>
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<tr>
<th>Unit</th>
<th>Treatment</th>
<th>Spacing</th>
<th>Acres</th>
<th>TPA Cut*</th>
<th>Species Preference</th>
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<tr>
<td>1</td>
<td>Thin</td>
<td>10 X 10</td>
<td>48</td>
<td>1559</td>
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<tr>
<td>3</td>
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<td>1865</td>
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<td>690</td>
<td>CE, WL, DF, LP, ES, PP, WP, AF, GF, WH</td>
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<tr>
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<td>7</td>
<td>Thin</td>
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<table>
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<th>Treatment by Type</th>
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<td>Slash</td>
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<tr>
<td>Cull Removal</td>
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<tr>
<td>Thin &amp; Prune</td>
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</tbody>
</table>

Species Abbreviations:
- AF: subalpine fir
- CE: western redcedar
- DF: Douglas-fir
- ES: Engelmann spruce
- GF: grand fir
- LP: lodgepole pine
- PP: ponderosa pine
- WH: western hemlock
- WL: western larch
- WP: western white pine

*Cut trees per acre are estimates only. The contractor should make own estimates.

### PERIOD OF PERFORMANCE:

Contract work may commence after the contractor has received a signed copy of the contract and has had a pre-work conference with the FIC. Contract work shall be completed by November 1, 2022.

### INSPECTION & COMPLIANCE:

Either a 1/20th acre circular plot (26.3 feet radius horizontal distance) or a 1/50th acre circular plot (16.65 ft. radius horizontal distance) will be used for inspection. Where excessive crop trees are found to be the result of trees over 6 inches DBH which cannot be cut, the Contractor will not be penalized.

### PAYMENT:

This project will be paid on a per acre basis after acceptable satisfactory completion of each of the following payment units:

<table>
<thead>
<tr>
<th># of Acres</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>195</td>
<td>1-7</td>
</tr>
</tbody>
</table>
SPECIAL TECHNICAL SPECIFICATIONS:

A. THINNING:

1. Crop or leave trees are to be dominant or codominant conifers selected by the Contractor on the spacing specified above, or as designated by the forester-in-charge. Spacing may vary by 4 to 5 feet in order to select the most desirable trees. However, spacing control, using the original guidelines, will be maintained whenever possible. The number of trees per acre will not be materially increased or decreased.

   a. The acceptable range for trees per acre is 413 to 457.
   b. Species preference is listed in the Treatment Type table above.

2. Tree selection must be based on tree quality. Use of species as selection criteria shall be between trees of relatively equal height and diameter. All crop trees shall be free of insect and disease.

B. CULL REMOVAL

1. Cut all live or dead evergreen and deciduous trees greater than 15 feet in height.

2. Cut all evergreen trees 2’ – 15’ in height with poor form and vigor, including trees damaged as a result of previous logging activity. All cut evergreen trees need to be lopped to below 20 inches from the ground.

INFORMATION:

Contact information will be provided in final contract.