

STATE OF IDAHO
DEPARTMENT OF LANDS



FRENCHYS HOLLOW SALE PREP

REQUEST FOR QUOTE NO. 23-209

DUE BEFORE 12:00 PM MT (Mountain Time) ON FEBRUARY 7, 2023

**STATE OF IDAHO
DEPARTMENT OF LANDS
REQUEST FOR QUOTE 23-209**

FRENCHYS HOLLOW SALE PREP

RESPONSES DUE BEFORE **12:00 PM MT, February 7, 2023**

The purpose of this Request for Quote (RFQ) package is to solicit quotes for the efficient completion of Timber Sale Preparation work outlined in the attached project description and contract documents.

QUESTIONS:

Questions pertaining to RFQ specifications must be submitted in writing via email to Sandra Ramirez at sramirez@idl.idaho.gov by 12:00 PM MT Monday, January 30, 2023. 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 must be entered on the attached Schedule A. The signed Schedule A must be returned to the email address listed below. Idaho Department of Lands shall award the contract to the qualified Contractor 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 the email address listed below **before 12:00 PM MT on February 7, 2023**. The Department of Lands is not responsible for undelivered quotes by the RFQ deadline and 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. **Hard copies (by mail or courier), hand delivered, faxed or late quotes will not be accepted.**

Email Address:

sramirez@idl.idaho.gov

Subject Line to Read: **Quote for RFQ #23-209 Frenchys Hollow Sale Prep**

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

IDL 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).

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 IDL a signed copy of the contract along with the required bonding and certificates of insurance. If IDL does not receive such documents within the specified time period, IDL 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.

ATTACHMENT 1

SPECIAL PROVISIONS

TIMBER SALE PROJECT PREPARATION

1. ADDITIONAL DEFINITIONS AND TERMS

- a. Basal Area Factor or BAF: Critical angle used to determine "in" and "out" trees on variable cruising plots.
- b. Buffer Strip: A protective area adjacent to a geographical location requiring special attention or protection.
- c. Cut Trees: Those trees identified to be harvested by marking them with a solid band of paint.
- d. Diameter Breast Height (DBH): The diameters of a tree stem four and one-half feet (4.5') above average ground level.
- e. Forest Measurements Field Manual: Acceptable reference used for timber cruising standards and procedures for the Idaho Department of Lands Stand-Based Inventory System published by Mason, Bruce and Girard, Inc.
- f. Idaho Forest Practices Handbook: Acceptable reference of rules pertaining to the Idaho Forest Practices Act (FPA) Title 38, Chapter 13, Idaho Code.
- g. Fixed Radius Plots: Plots with a "fixed" radius to them. Plot locations, for purposes of this contract, are shown on the project map(s).
- h. Minimum Diameter: The minimum DBH for merchantability standards as identified in the attached project description.
- i. Reserve or Leave Trees: Those trees identified to be reserved by marking them with a solid band of paint.
- j. Season of Experience: At least three (3) months of field work.
- k. Snag: Dead trees with no salvageable merchantable volume that are at least ten inches (10") diameter breast height and fifteen-feet (15') tall.
- l. Stand: The basic reporting unit for the Idaho Department of Lands Stand-Based Forest Inventory.
- m. Stream Protection Zone/Riparian Zone: Those areas adjacent to streams, rivers and lakes that are transition zones between the terrestrial (upland) and aquatic environments. These sites have diverse plant species which require more moisture than normally found on contiguous uplands and have soils with evidence of at least periodic high water tables.
- n. Systematic Random Sampling: Locating the sample plots in a regular pattern with a uniform distance between plots.
- o. Unit: The units, for purposes of this contract, are shown on the project map(s).
- p. Variable Plot Cruising: A "multi-plot" or "concentric-plot" method, with each tree having its own plot size dependant on the diameter of the tree. Plot locations, for purposes of this

contract, are shown on the project map(s).

2. ITEMS TO BE FURNISHED BY THE CONTRACTOR

- a. The Contractor shall furnish all labor, office space, equipment, materials, travel expenses, staff supervision, and incidentals necessary to complete all provisions of this contract except as may be noted elsewhere in this contract. The Contractor will furnish a contact address and telephone number where contact within a twenty-four (24) hour period is possible.
- b. All marking paint and ribbon unless otherwise specified in the attached project description(s) will be industry standard, non-fluorescent, tree marking quality paint approved by the COR prior to use. Ribbon will be fluorescent blue (blue glo).

- c. Field Supervisor Requirements:

Only persons who are performing 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 Idaho Department of Lands. General minimum requirements are a two-year Associate Degree in Natural Resources/Forestry or completion of a formal training session in Timber Cruising/Variable Plot Sampling and/or more than five (5) seasons of timber cruising if cruising is required in the project description. The Field Supervisor will also have two seasons of experience marking timber preferably in the Inland Northwest. The Field Supervisor will be able to interpret maps and aerial photos and possess basic computer skills in order to collect and interpret electronic data.

- d. Crew Requirements:

- i. Crew member(s) must have sufficient experience as determined by the Idaho Department of Lands. General minimum requirement is one (1) season of related work required in the project description and two (2) seasons timber cruising experience in the Western United States, preferable in the Inland Northwest if cruising is required in the project description. A season constitutes at least three (3) months of full-time work.
- ii. All persons who are performing work under the contract shall be able to use the tools and have the abilities and skills necessary to complete the specific task. These abilities may include but are not limited to:
- iii. Read maps and using a hand held GPS receiver.
- iv. Using a Relaskop, compass, range finder, measuring tape and apply field techniques of the various cruising methods to be used.
- v. Recording accurate field data using an electronic field data recorder or as per COR or project description.
- vi. Identifying tree, shrub, forb and grass vegetation species common to the Inland Northwest.

- vii. Identifying correctly forest insects and disease commonly damaging to conifers in the Inland Northwest.
- e. Unless stated otherwise, all procedures and standards shall conform to those commonly used in the forestry profession, policies and procedures of the Idaho Department of Lands, the Idaho Forest Practices Act (FPA), terms as defined by the Society of American Foresters (SAF), and as directed by the State.
- f. Other items as per the attached project description(s).

3. ITEMS TO BE FURNISHED BY THE STATE

- a. A Contract Officer Representative (COR) who will be qualified to explain the objectives and expectations of the project, answer questions, provide clarification, and to conduct periodic field inspections. The Contract Supervisor shall be the primary IDL contact with the Contractor and shall act as the representative of IDL in all contract matters.
- b. Project and Area maps of the contract area, and one copy of aerial photographs which shall be returned once individual project work has been completed. IDL will also provide copies of the Department's GIS system information and any required IDL forms or programs.
- c. Other items as per the project description.

4. SUBMISSION OF COMPLETED WORK

The Contractor will be required to submit completed unit(s) to the COR. No partially completed unit(s) may be submitted. The Forester's Notes must also be submitted with the electronic copies of the plot data form.

5. INSPECTION AND ACCEPTANCE

Satisfactory establishment and measurement of survey plots including the recording of survey line and plot data as specified in the project description(s). A minimum of 10% of plots will be inspected. At each inspection plot, the Contract Supervisor will determine if the recorded data is accurate and correct.

6. CONTRACT ADMINISTRATION

- a. The Contract Supervisor 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.
- b. Disputes between the COR and the Contractor will be resolved by IDL.
- c. The COR has the following authority in addition to that delegated in other portions of the contract:
 - i. Decide questions of fact arising in regard to quality and acceptability of equipment to be used, materials furnished, and all work performed.
 - ii. Make recommendations for payment.

7. PAYMENT AND COMPLIANCE

- a. Payment schedules are specified in each attached project description. Payment to be made at the rate(s) set forth in Schedule A attached hereto.
- b. The minimum acceptable standard for satisfactory work is ninety percent (90%) for each unit. If the percentage falls below ninety percent (90%), IDL will inform the Contractor in writing.
- c. If work on a unit or part thereof fails to meet contract specifications, payment will be withheld on the unsatisfactory unit(s). The Contractor shall, at no additional expense to the State, remark and/or re-cruise unsatisfactory units or parts thereof. In the event the contract is terminated for unsatisfactory performance, payment will be made as set forth in this contract for work satisfactorily completed.
- d. If the original inspection results are unacceptable to the Contractor on either a completed or partially completed unit, one reinspection of the inspection plots may be requested in writing. The COR and Contractor Representative shall together revisit the inspection plots to determine the accuracy of the inspected plots. The results of the second inspection will be used in determining payment. If the second inspection results fall below the acceptable limit, the Contractor shall pay the cost of the re-inspection.

ATTACHMENT 2

PROJECT DESCRIPTION

TIMBER SALE PREPARATION CONTRACT

SUPERVISORY AREA: Eastern

PROJECT NAME: Frenchys Hollow Sale Prep

PROJECT NUMBER: 80-0182-500-23

PROJECT ACRES: 1,801

PROJECT LOCATION: All project units fall within a 13-mile radius of Swanlake, ID. See attached map(s) for actual locations and access roads. Legal Description: T 10 S, R 38 E, Sections 35, 36: T 11 S, R 38 E, Sections 2, 11, 13, 14: T 11 S, R 39 E, Sections 18, 19, and 20.

CONTRACT WORK TO BE PERFORMED: *All Units of Measure Are Estimates

Sale/Unit Boundary Marking						Cruising	
<u>Unit #</u>	<u>Horizontal</u> <u>Distance (feet)</u>	<u>Elevation</u> <u>Low</u>	<u>Elevation</u> <u>High</u>	<u>Avg. Slope</u>	<u>Acres</u>	<u>Marking</u> <u>Prescription</u>	<u>Estimated # of</u> <u>plots</u>
1	11,659	6600	7200	20%	111	None	28
2	13,957	6800	7600	20%	83	None	21
3	38,079	6800	7800	10%	619	None	155
4	17,048	7400	7600	5%	240	None	60
5	19,228	7200'	7800'	15%	361	None	90
6	25,376	6800'	7200'	10%	387	None	97
Total	125,347				1,801		451

1) Sale/Unit boundary marking

- a. Locate and establish unit boundaries as shown in the attached maps.
 - i. Unit boundaries will include but are not limited to roads, stand boundaries, property/section lines, ridges, and water courses. Boundaries may follow natural or manmade features, or the conifer stand edge – follow the timber.
 - ii. The contractor shall not be required to mark boundaries that follow roads.
 - iii. The contractor should contact the COR if he/she has a suggested change to the proposed boundary location.
 - iv. Where sale boundaries border private land, contractor will ensure that unit boundaries are on state property.

- b. Using orange tree marking paint, boundary trees will be marked with three (3) solid, one inch wide (minimum), vertical slashes eighteen inches in length (minimum), one each on the front, left, and right sides (left and right sides in the direction of the boundary) of the stem. These slashes will be five (5) feet or higher up the stem of the tree. Butt marks are required on the downhill side of all marked boundary trees. **Boundary tree spacing will vary depending on sight distance but should be spaced so that at least two boundary trees are visible from any point on the line.** In addition to marking boundary trees, blue glo flagging will be hung along the unit boundary between boundary trees and in areas where an adequate boundary tree cannot be found. Where unit boundaries intersect roads, flagging should be hung on both sides of the road.
- c. Contractor shall record boundary locations with a GPS (NAD 83 datum) and provide shapefiles and raw GPS data to the State.

2) Cruising (Units 1-6)

Primary species include Douglas-fir, lodgepole pine, subalpine fir, and spruce. A plot map will be provided by the State with GPS coordinates and/or downloaded to Contractor's GPS. A 20/90 BAF variable plot will be used, 20 BAF to determine count trees and 90 BAF to determine measure trees. All green trees 8" DBH and greater will be cruised, dead trees (no green foliage) will not be tallied. A nested fixed plot of 1/100th acre will be used for tallying regeneration (all trees less than 8" DBH) in the plot.

- a. Record plot data on cruise plots.
 - i. Cruise plots will be located using a GPS. A stick will mark plot center along with a piece of ribbon indicating the plot number with a black marker. A second ribbon will be tied to adjacent brush or tree limbs for plot location only.
 - ii. Start at north and proceed clockwise, numbering each tree with white paint for the trees that are in the plot. Tree number 1 will also have the plot number on the tree i.e. tree 1, plot 28 will be painted "1/28". Measure trees will be distinguished with a dot of paint below the number.
 - iii. A limiting distance table will be used on count trees which are borderline using a 20 BAF (measured to the face of the tree).
 - iv. Cruise data will be collected using handheld electronic data recorders compatible with State electronic format **or** cruise data sheets will be provided. All headings at the top of the sheet will be filled in i.e. sale name, unit, date, cruiser(s), and BAF.
 - v. Measure trees will be recorded as follows: Record DBH to the nearest whole inch, height will be taken as total tree height, and the tree will be defected as a total percentage of the tree volume (a defect table will be provided). Only seen defect will be recorded as part of the total percentage, no assumptions will be made for unseen defect.
 - vi. Count trees: Record DBH to the nearest whole inch, along with species of tree.
 - vii. Regeneration trees will be tallied by species in the fixed plot.
 - viii. All raw cruise data will be provided to IDL.

- b. Provide stand level data (including but not limited to key topographic features/control points, wet areas or streams, cultural resources) collected on the cruise notes form to the IDL.

PERIOD OF PERFORMANCE:

Contract work may commence after the Contractor has received a signed copy of the contract and had a Pre-Work conference with the COR. Project work must be complete by November 30, 2023.

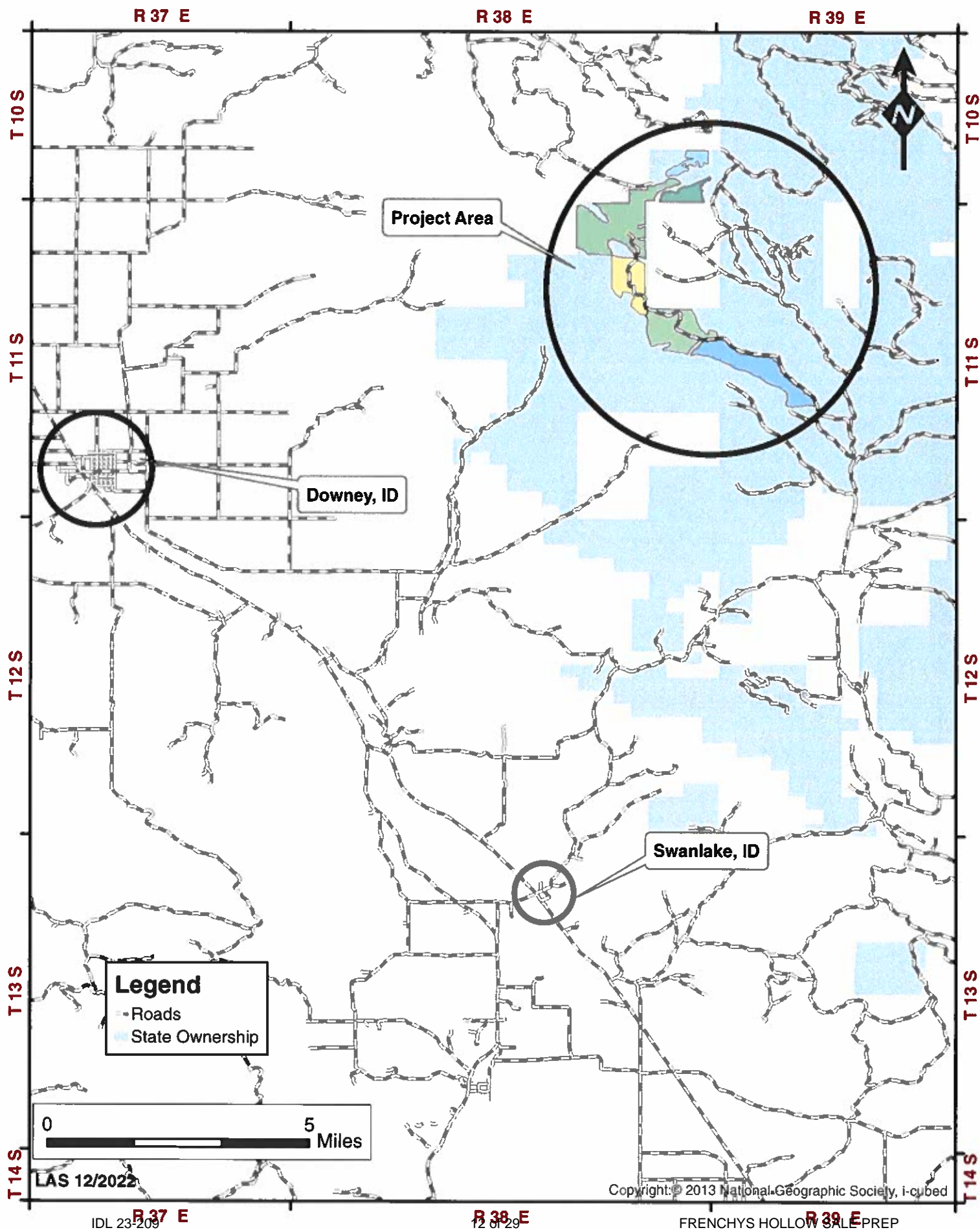
INSPECTION AND COMPLIANCE:

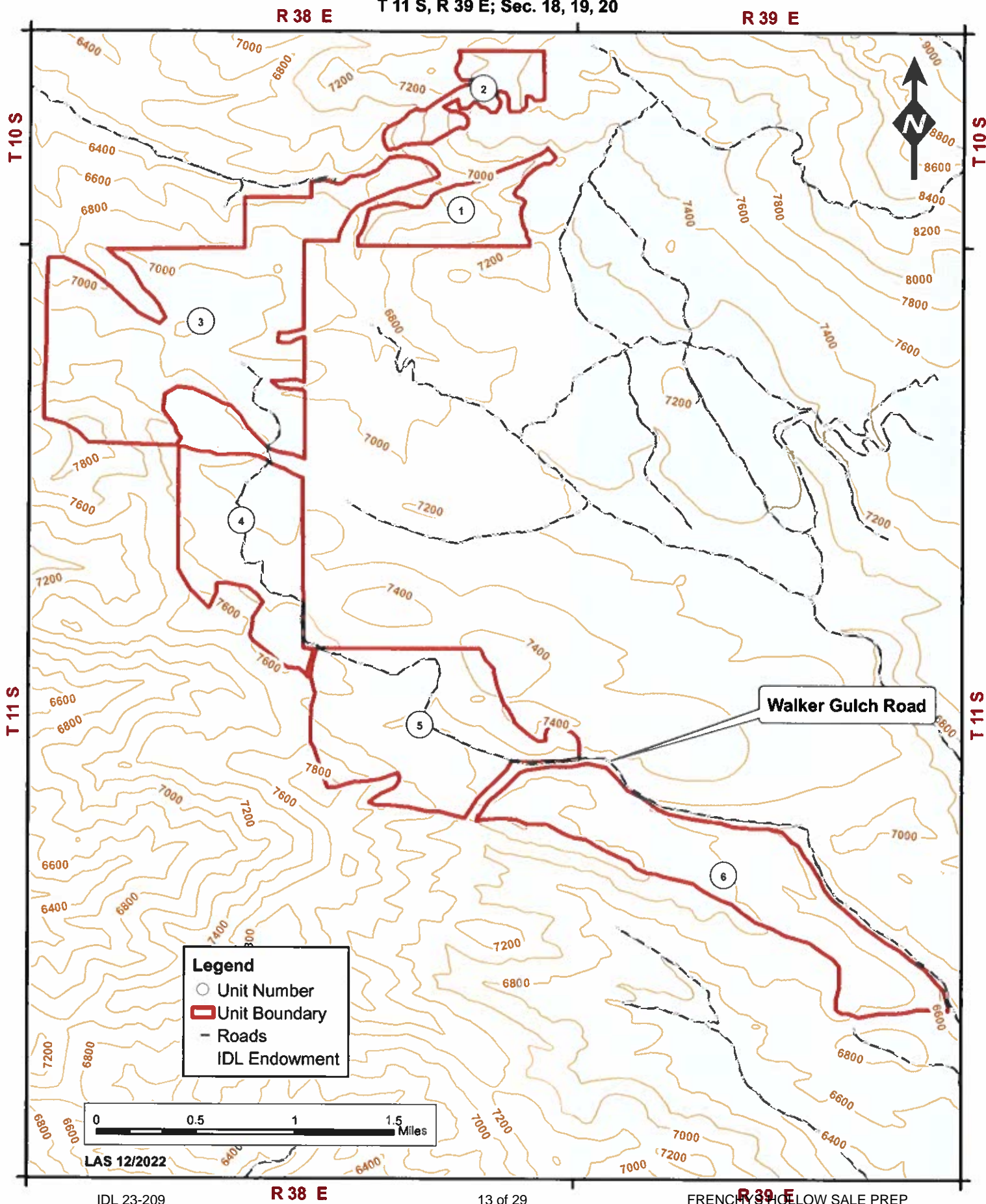
A minimum of ten percent (10%) of the work will be inspected for compliance. All electronic data will be reviewed prior to acceptance.

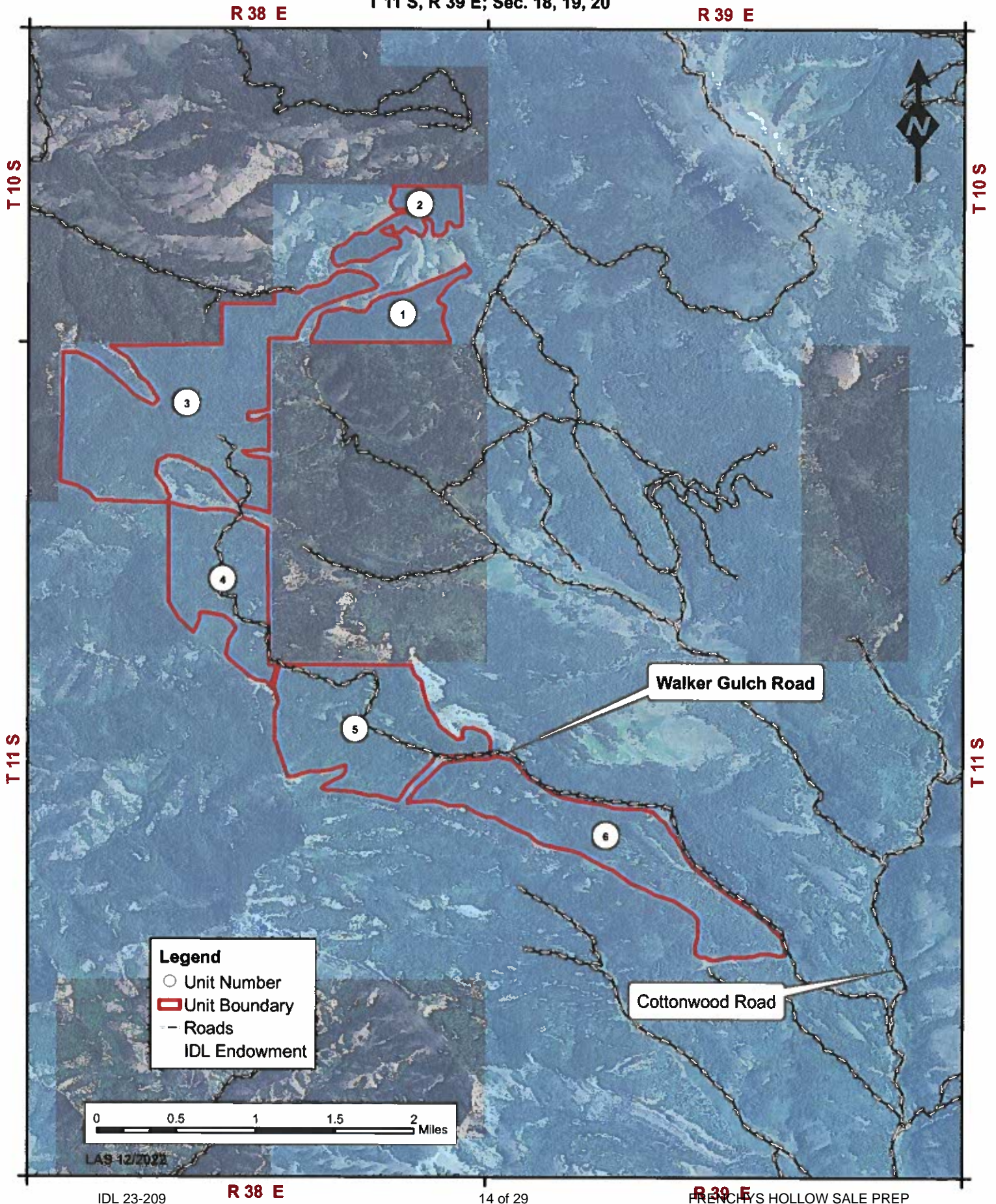
CONTRACT PAYMENT:

Payment will be made to the Contractor upon satisfactory completion of each of the following payment units. The Contractor must submit an itemized invoice for payment.

Payment Unit 1: Project Units 1, 2, 3, 4, 5, and 6







ATTACHMENT 3

SCHEDULE A CONTRACT NO. 23-209 SALE AND PROJECT PREPARATION						
SUPERVISORY AREA	PROJECT NAME AND NUMBER	ITEM TYPE	QUANTITY OF ITEMS	UNIT OF MEASURE	PRICE / UNIT OF MEASURE	AMOUNT EXTENDED
Eastern	Frenchys Hollow Sale Prep	Sale/Unit Boundary Marking	125,347	Horizontal Feet	\$ -	\$ -
	80-0182-500-23	Timber Crusing	451	Plot(s)	\$ -	\$ -
*Sale/Unit Boundary Marking includes locating, marking (paint and flagging), and GPS recording as described in the project description.					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 PRICE PER UNIT OF MEASURE 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.						
Company Name			Contractor's Email			
Contractor's Name			Contractor's Phone #			
Mailing Address			Taxpayer ID #			
Contractor's Signature						
Title			Signed by			
				Please Print or Type Name		

STATE OF IDAHO
DEPARTMENT OF LANDS



FRENCHYS HOLLOW SALE PREP

CONTRACT NO. 23-209

CONTRACTOR NAME

**STATE OF IDAHO
DEPARTMENT OF LANDS**

**FRENCHYS HOLLOW SALE PREP
CONTRACT NO. 23-209**

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**STATE OF IDAHO
DEPARTMENT OF LANDS**

**FRENCHYS HOLLOW SALE PREP
CONTRACT NO. 23-209**

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 _____, 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 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. The confidentiality obligation contained in this section shall survive termination of this Contract. Confidential Information shall not include data or information that:

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

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 upon completion of the work unless terminated earlier by the State under any of the provisions of paragraph 26 of this Contract. Work is to be completed by November 30, 2023. All requirements of the Contract must be satisfactorily completed by the Contract expiration date.

Signatures will be complete at a later date via electronic source.

DRAFT