

STATE OF IDAHO
DEPARTMENT OF LANDS



SANDPOINT SOUTH HERITAGE SURVEYS
REQUEST FOR QUOTE NO. 25-235-041009 DUE
BEFORE 2:00:00 P.M. P.T. on JUNE 17, 2025

IDAHO DEPARTMENT OF LANDS
SANDPOINT SOUTH HERITAGE SURVEYS

REQUEST FOR QUOTE NO.
25-235-041009

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**STATE OF IDAHO
DEPARTMENT OF LANDS
REQUEST FOR QUOTE 25-235-041009**

SANDPOINT SOUTH HERITAGE SURVEYS

RESPONSES DUE BEFORE 2:00:00 PM PT ON JUNE 17, 2025

The purpose of this Request For Quote (RFQ) package is to solicit sealed quotes for the efficient completion of the HERITAGE SURVEY work outlined in the attached project descriptions and contract documents.

INSTRUCTIONS: All price quotes must be entered on the attached Schedule A. Quotes may be entered electronically in the Excel version of the Schedule A. Simply enter the TOTAL PRICE PER UNIT OF MEASURE. Then print and sign the form OR print the blank form and enter quotes by hand, sign and submit. The signed Schedule A shall be returned to either the Email or physical address listed below. Form AD-1048 (Attachment 3) may be submitted with the response, but not required until agreement is signed. Idaho Department of Lands shall award the contract to the qualified Supplier 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 QUOTE** will be the basis for award.

NOTE: Any issues a submitting vendor has with the draft agreement included in this solicitation document must be addressed during the questions period of the solicitation. No negotiating on contract terms will occur after responses are received and evaluated.

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 2:00:00 PM PT ON JUNE 17, 2025. 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: Michaelle Sande, Senior Buyer
3284 W. Industrial Loop
Coeur d'Alene, ID 83815
OR
mrsande@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:

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:

Quote For:	RFQ 25-235-041009 Sandpoint South Heritage
Quote Due Before:	Surveys 06/17/2025 at 2:00:00 P.M., P.T.

QUESTIONS: Questions pertaining to RFQ specifications must be submitted in writing via email to Michaelle Sande at mrsande@idl.idaho.gov. The deadline for receiving questions is 3:00 P.M., PT, June 5, 2025. 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.

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.

AWARD PROCEDURES

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

IDL will email all respondents 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 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.

Attachment 1

SCHEDULE A 25-235-041009 Sandpoint South Heritage Surveys Phase I					
National Forest	Project Size Category (acres)	Acreage Range	Unit Of Measure	PRICE / UNIT OF MEASURE	TOTAL EXTENDED AMOUNT
Idaho Panhandle NF's	Field Season 1 (2025) Survey Units	183	Acres		\$ -
Idaho Panhandle NF's	Field Season 1 (2025) Site Revisits	1	Sites		\$ -
Idaho Panhandle NF's	Field Season 1 (2025) Material Source Location Survey	7.7	Acres		\$ -
Idaho Panhandle NF's	Field Season 2 (2026) Survey Units	1204	Acres		\$ -
Idaho Panhandle NF's	Field Season 2 (2026) Site Revisits	3	Sites		\$ -
Idaho Panhandle NF's	Field Season 2 (2026) Material Source Location Survey	14.3	Acres		\$ -
Idaho Panhandle NF's	Field Season 2 (2026) Float Units	280	Acres		\$ -
TOTAL BID					\$ -

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. They are only for the purpose of comparing on a uniform basis the quotes offered for the work under this contract. The Contractor understands and agrees that these are estimates only and that the State shall not be responsible for any claim of profits, loss of profit or for damages because no work is ordered under certain items or because of a difference between the estimated quantities of work to be done and the actual quantities ordered by the State.

Company Name		Contractor's Email	
Contractor's Name		Contractor's Phone	
Mailing Address		Taxpayer ID #	
Contractors Signature		Signed by	Signed by
Title			<div style="display: flex; justify-content: space-between;"> Please Print Name Please Print Name Please Print Name </div>

Attachment 2

PROJECT DESCRIPTION

NATIONAL FOREST AND RANGER DISTRICT: Idaho Panhandle NF's, Sandpoint RD

PROJECT NAME: Sandpoint South Heritage Surveys

PROJECT NUMBER: 25-235-041009

PROJECT ACRES: 1,387 Acres

PROJECT LOCATION:

The Sandpoint South Project is located within lands administered by the Idaho Panhandle National Forests (IPNF) on the Sandpoint Ranger District, Bonner County, Idaho. The Sandpoint South Project (Project) area encompasses 174,347 thousand acres west of Lake Pend Oreille and south of the Pend Oreille River in portions of T53N to T57N, R4W to R1W, with most of the proposed treatment units located east of Highway 95 between Sagle, Green Bay, and Bayview and a small number of units between Highway 95, Edgemere, and Clagstone (Figure 1). This contract elicits work within portions of the Project that are located on National Forest System (NFS) land. The Project encompasses multiple creek drainages within the Sand Creek-Lake Pend Orielle, Cocolalla Creek-Pend Oreille River, Hoodo Creek-Pend Orielle River, and Spirit Lake watersheds. Road access to the project area is generally accomplished utilizing Highway 95 and County Roads 105, 194, and 240, which feed into multiple NFS road networks (Figure 2).

BACKGROUND:

This work is being carried out by the Idaho Department of Lands (IDL) on behalf of the IPNF under the Good Neighbor Authority (GNA). The intent of this project is to conduct the first of three phases of cultural resource surveys within the Project Area. Specific project actions include hazardous fuels reduction and vegetation management. The selected contracting firm(s) will receive discrete project locations and descriptions for completion during 2025. Identified tasks entail surveying designated units with high and medium probability for site occurrence as determined by the IPNF Archaeologist (Table 1), surveying pit locations, surveying new road construction areas, recording newly discovered and rerecording previously discovered cultural resources, and synthesizing a complete and coherent Section 106 report – including all updated site forms –for submission to the Idaho State Historic Preservation Officer (SHPO). The contractor shall be responsible for inputting all collected and synthesized data into the Idaho Cultural Resource Information System (ICRIS) after Forest review and acceptance for submission to Idaho SHPO.

CONTRACT WORK TO BE PERFORMED:

The work described herein is intended to collect data to describe existing resource conditions and to use for determining the potential effects of proposed activities on the historic properties within the Project in accordance with Section 106 of the National Historic Preservation Act (NHPA). The resource information will be used to refine proposed actions and demonstrate consistency with relevant laws, rules, and regulations. The Forest Service is planning this project to be consistent with all requirements of the Good Neighbor Authority.

Analysis of previous survey indicates that the lands contained within the Project Area have a low density of cultural resource sites. Site types include historic mining, homesteading, and logging, Forest Service administration, historic trails, Pre-contact travel routes, and discrete Pre-contact sites.

Work to be completed under this contract will be conducted over the course of 2 field seasons. For field season 1 (2025), the following work is targeted for completion:

Table 1. Survey Unit Acres

Survey Unit #	Acres
Survey Unit #15	10
Survey Unit #16	31
Survey Unit #17	34
Survey Unit #18	37
Survey Unit #65	37
Survey Unit #66	34

Total Acres for Survey Units: 183

Sites to revisit: 1

- 01040001821/10BR1003

Material source development locations: 1 Total Acres: 7.7

For field season 2 (2026), the following work is targeted for completion:

Table 2. Survey Unit Acres

Survey Unit #	Acres
Survey Unit #12	321
Survey Unit #13	381
Survey Unit #14	61
Survey Unit #19	11
Survey Unit #20	16
Survey Unit #21	8
Survey Unit #22	69
Survey Unit #23	15
Survey Unit #24	18
Survey Unit #25	165
Survey Unit #26	8
Survey Unit #46	5
Survey Unit #47	2
Survey Unit #48	3
Survey Unit #50	5
Survey Unit #51	15
Survey Unit #65	37
Survey Unit #66	34
Survey Unit #75	7
Survey Unit #76	23
Survey Unit "Float": acres will be surveyed anywhere within project area as deemed appropriate by on the ground inspection	Up to 280

Total Acres for Survey Units: 1,204 plus "Float"

unit Sites to revisit: 3

- 01040001133/10BR326
- 01040001432/10BR774
- 01040002714/10BR1120

Material source development locations: 2 Total Acres: 14.3

New road construction segments: 8 Total Miles: 3.2

Quotes shall be submitted on a per acre basis and would be a fully encumbered rate to include all tasks identified below in the Scope section of the Contract. All tasks for each field season would have a completion date of December 31 of the respective calendar year.

This document is arranged into the following sections:

- Scope
- Tasks to be completed
- Data collection needs and methods, and environmental analysis and report writing
- Schedule
- Appendices
 - o Appendix A: Project Maps
 - o Appendix B: Standard operating procedures for data collection
 - o Appendix C: Government vs Contractor furnished property and/or information
 - o Appendix D: Key personnel and required qualifications or certifications

SCOPE

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

As a federal agency, the United States Forest Service (USFS) must comply with the Freedom of Information Act, 5 U.S.C. § 552 et seq. As a state agency, IDL must comply with the Idaho Public Records Act, Title 74, Chapter 1, Idaho Code. If the Contractor receives a request for records related to this contract, the Contractor will forward that request to the IDL Contracting Officer Representative, and to the Idaho Panhandle National Forests FOIA coordinator, Bennett Thomas at 208-765-7258 or bennett.thomas@usda.gov.

TASKS TO BE COMPLETED

This section specifies the tasks that shall be completed to fulfill the obligations of this contract. Deliverables are due as shown in the 'Schedule' below. Delivery due dates may be extended if the Contractor has been delayed in their performance by an act or omission of IDL or USFS, and through no fault of the Contractor. All such delays must be agreed to in writing by the contract representative.

All documents for review must be delivered to both IDL and USFS. Required meetings will be held virtually unless otherwise agreed upon by IDL, USFS, and the Contractor.

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

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

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

Table 3. Sandpoint South Project Proposed Action Development Task List

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

Task 1: Meetings and Calls

IDL, USFS, and Contractor personnel will participate in a pre-work meeting to be held within 15 days after the Contract has been awarded. Coordination and scheduling of the pre-work meeting will be the responsibility of IDL. A second field-based meeting may be scheduled upon the Contractor's request to familiarize the Contractor's staff with the project area. This field-based meeting will be coordinated by IDL and/or USFS.

- 1.1 Documents and other deliverables will be shared electronically by the Contractor with both IDL and USFS via a shared Pinyon or Box folder unless otherwise agreed to at the pre-work meeting. To protect cultural resource site information from unauthorized disclosure, all site location and content information must remain confidential. The Contractor shall make information available only to the IDL and IPNF Project Leads and must take whatever internal measures are necessary to ensure that confidential material is protected. (see Appendix C for property and information guidelines).

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

The Contractor shall develop a draft quality assurance/quality control (QA/QC) plan and protocol for review and acceptance of deliverables that must be submitted within 15 calendar days of the pre-work meeting. This draft QA/QC plan will be reviewed by IDL and USFS and any issues will be identified. Prior to commencement of field data collection, this plan must be finalized as mutually agreed upon by IDL, USFS, and the Contractor. The QA/QC plan must describe the measures the Contractor will take to ensure the data collected, summarized, and provided to IDL and USFS will meet Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation and Idaho SHPO Protocol. The QA/QC plan must identify all key personnel who will be utilized by the Contractor. Required qualifications or certifications for key personnel are listed in Appendix D. Substitutions of key personnel must be approved by

IDL in advance and in writing. The QA/QC plan must also include scheduled and unannounced IDL and USFS inspections.

Task 3: Survey and Data Collection

USFS will provide to the contractor initial GIS datasets, site records, and relevant background research in support of pre-field inventory in a file structure the Contractor must maintain for the duration of this work. The Contractor will utilize the ICRIS system for a complete background search of relevant resources and reports. Templates, guidance, and other pertinent material will be provided by IDL or USFS to the Contractor either electronically or be made available at the Sandpoint Ranger District Office and will be maintained and indexed by the Contractor as part of the project record.

The Contractor shall survey and collect data using the methodology described in Appendix B of this document. The Contractor shall submit draft site and isolate forms for review and acceptance by the IDL and USFS prior to completion of the draft report. The forms should be in Microsoft Word format. Each site/isolate shall have draft topographic maps (1:24,000 scale) and draft sketch maps. Spatial data of each site and isolate will also be submitted. IDL and USFS will review the quality and format of data provided by the Contractor and request any corrections prior to approval of this task.

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

Task 4: Draft Data Summary

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

The deliverables for this task include draft site forms of all previously documented and newly recorded cultural resources (including map, site sketch and photo page attachments), draft isolate forms (including map and photo page attachments), the draft Section 106 report (including map attachments), and a draft spatial data package for review. IDL and USFS will review the documentation and request clarification, modifications, and rework, if necessary, before authorizing the Contractor to proceed to the next task.

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

IDL and USFS will provide comments to draft deliverables as specified in the description of work within 15 calendar days of receipt of the deliverables, unless otherwise agreed. Final deliverables will be received by IDL and USFS within 15 calendar days of provided comments (see Schedule).

Task 5: Final Data Summary

The deliverables for this task are final site forms of all previously documented and newly recorded cultural resources (including map, site sketch, and photo page attachments), final isolate forms (including map and photo page attachments), the final Section 106

report (including map attachments), and final spatial data package. Deliverable requirements are listed in Appendix B. All submitted final deliverables shall address suggested changes or comments presented during IDL and USFS review. This could include reflecting suggested changes in the final deliverables or Contractor initiation of a conversation with IDL and USFS to discuss why suggested changes aren't applicable. All final documents for this task will be maintained as part of the project record by the Contractor. All final deliverables will be provided in both Word and Adobe Acrobat formats and formatted for compliance with Section 508 of the Americans with Disabilities Act. The contractor shall be responsible for inputting all collected and synthesized data into the ICRIS platform after final review for submission to Idaho SHPO.

DATA COLLECTION and ANALYSIS REQUIREMENTS AND INFORMATION

The Contractor shall provide a short synopsis identifying any areas of uncertainty resulting from the inability to collect applicable data. If further clarification is necessary, or changes to the data being collected and/or methods used are necessary, please contact the IDL Contracting Officer's Representative, to coordinate exchange of information with Forest Service specialists, prior to any changes being implemented.

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

The Contractor shall be responsible for completing background research necessary to complete the environmental and cultural settings of the Section 106 report using the Idaho SHPO report template and guidelines.

See Appendix B for details regarding survey data collection and cultural resource analysis.

See Appendix D for details regarding key personnel and required qualifications and certifications.

SCHEDULE

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

Task	Description	Complete by
1	Kickoff meeting	TBD upon Award
2	Deliver Draft QA/QC Plan	15 calendar days from pre-work meeting
3	Draft report submitted	2 weeks after Fieldwork complete
4	Draft report reviewed and returned to contractor	1 month after #3 completed
5	Final report submitted & Contract Closeout	2 weeks after #4 completed

Contract Administration:

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

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

As necessary, the Contractor must revise the draft reports, incorporating any required changes, before delivering a final version of each report. Schedule modifications are permitted for draft report changes. Payment modification is not allowed if the task is within the Project Description.

The Contracting Officer Representative (COR) for IDL for this contract will be Chase Bolyard - cbolyard@idl.idaho.gov or 208-916-0897. The COR will administer the contract as required in all specifications.

Disputes between the COR and the Contractor will be resolved by the IDL Contracting Officer.

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

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

The Contracting Officer Representative (COR) for USFS for this contract will be Carmelita (Carm) Angeles carmelita.angeles@usda.gov or 541-576-9330.

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

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

CONTRACT PAYMENT:

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

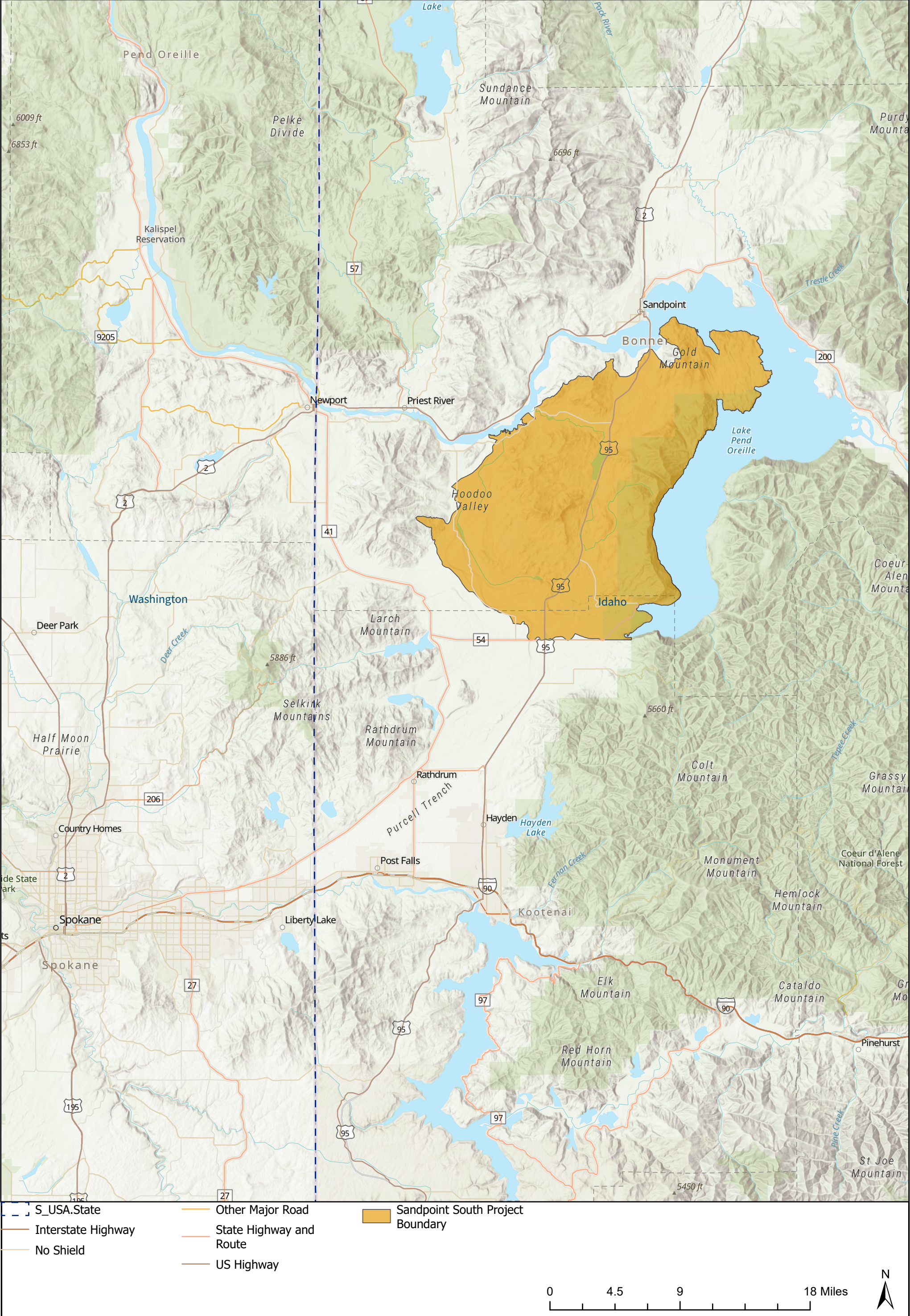
Payment will be made to the Contractor upon satisfactory completion of all fieldwork at the rates set forth in Schedule A. Invoices must be itemized per the attached Schedule A; payment will be made after receipt of the contractor's itemized invoice for satisfactorily completed work. Invoices shall be submitted no more than monthly and will

include a description of services completed during the period being invoiced. Per Idaho Code 67-2302 (2) IDL has up to 60 days from receipt of an invoice for processing and payment.

Sandpoint South

Project Vicinity

R01 NEPA Strike Teams

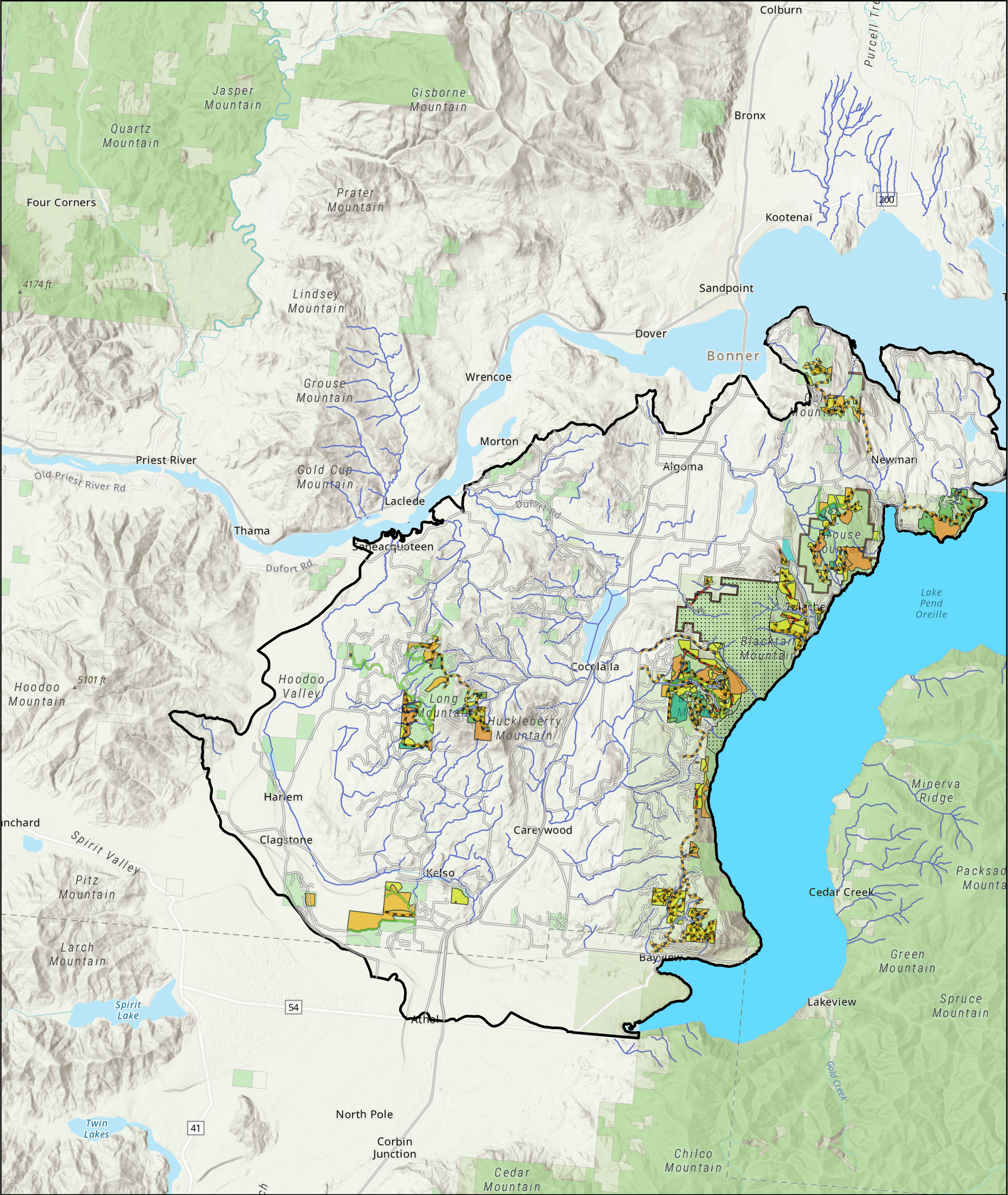




Sandpoint South

Project Overview

R01 NEPA Strike Teams



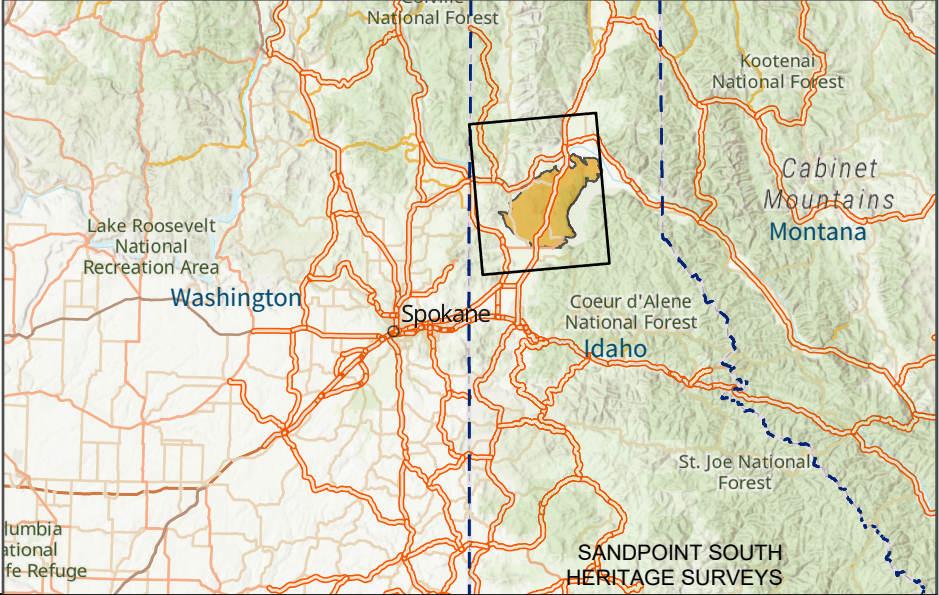
Project Road Work

- CONSTRUCT
- MAINTAIN
- NONE
- RECONSTRUCT

Proposed Treatments

- Fuel Break
- Fuels Only
- Intermediate
- Natural Fuels

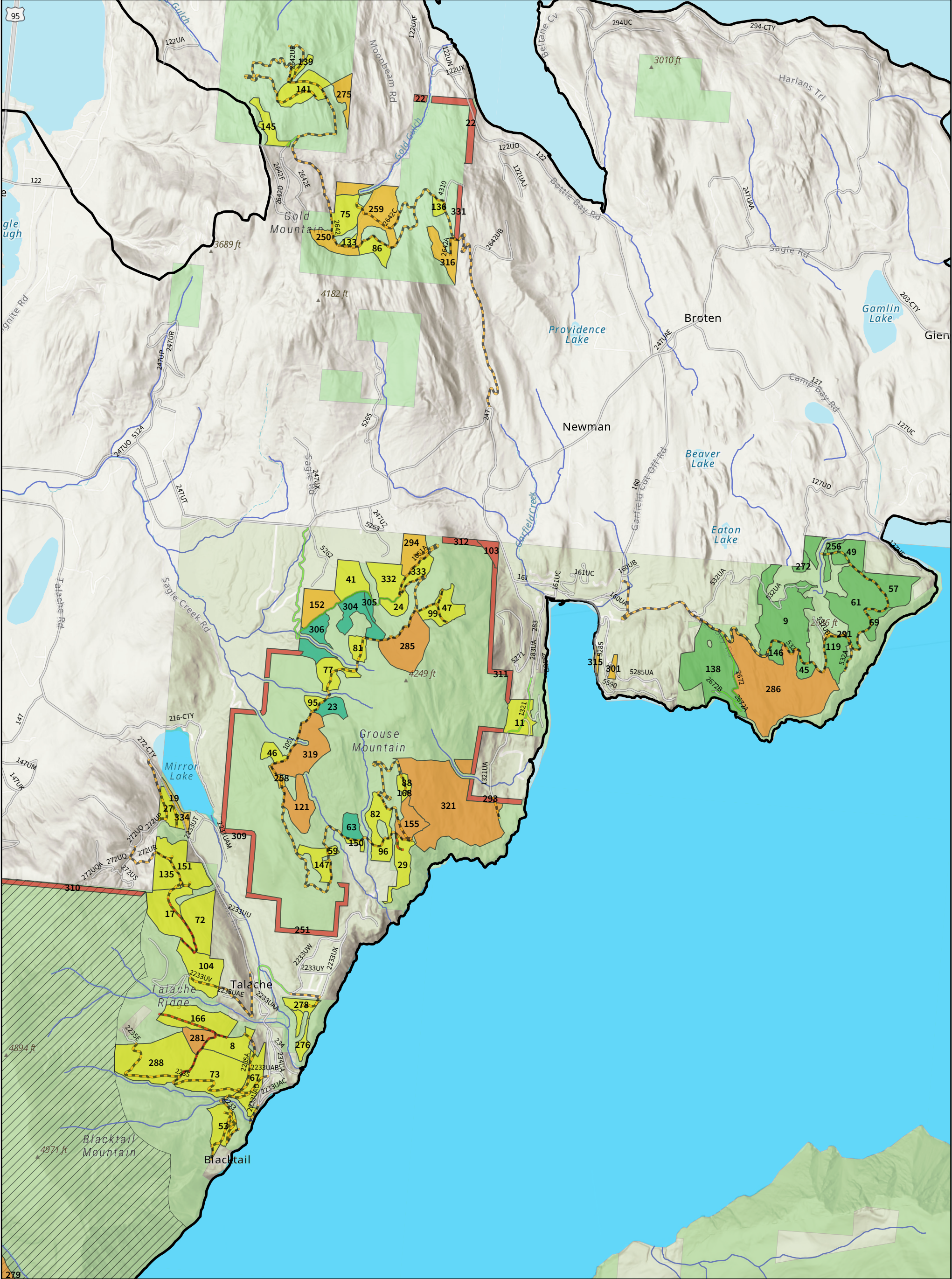
- PCT
- Regeneration
- Sandpoint South Project Boundary
- Streams
- Roadless Areas
- NON-FS
- WATER
- USDA FOREST SERVICE



Sandpoint South

North Units

R01 NEPA Strike Teams



Project Road Work

CONSTRUCT

MAINTAIN

NONE

RECONSTRUCT

Proposed Treatments

Fuel Break

Fuels Only

Intermediate

Natural Fuels

PCT

Regeneration

Sandpoint South Project Boundary

Streams

Roadless Areas

NON-FS

WATER

USDA FOREST SERVICE

00.30.61.2 Miles

SANDPOINT SOUTH

HERITAGE SURVEYS

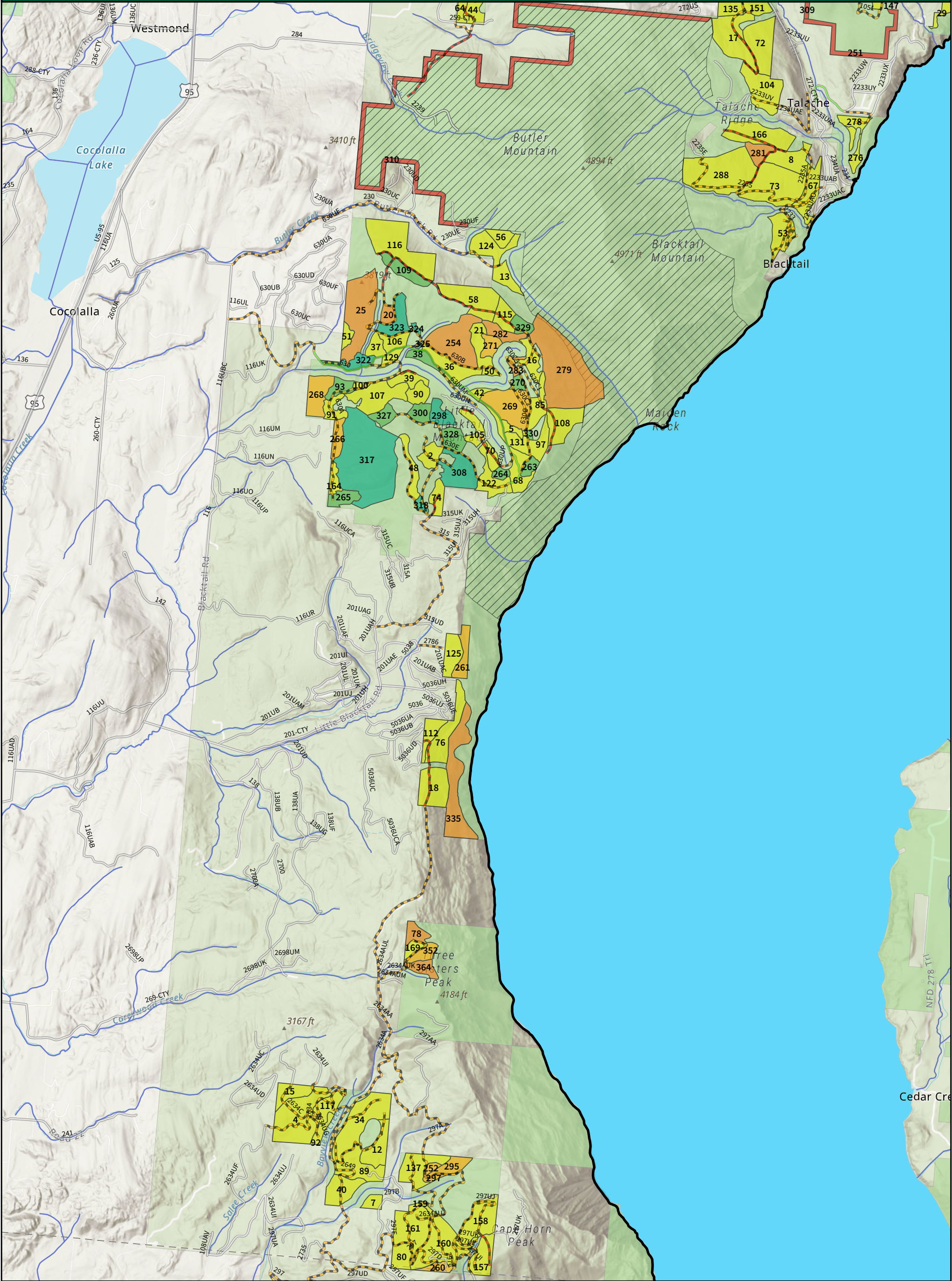
IDL 25-235-041009

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Sandpoint South

South Units

R01 NEPA Strike Teams



Project Road Work

CONSTRUCT

MAINTAIN

NONE

RECONSTRUCT

Proposed Treatments

Fuel Break

Fuels Only

Intermediate

Natural Fuels

PCT

Regeneration

Sandpoint South Project Boundary

Streams

Roadless Areas

NON-FS

WATER

USDA FOREST SERVICE

0 0.33 0.65 1.3 Miles

N

SANDPOINT SOUTH

HERITAGE SURVEYS

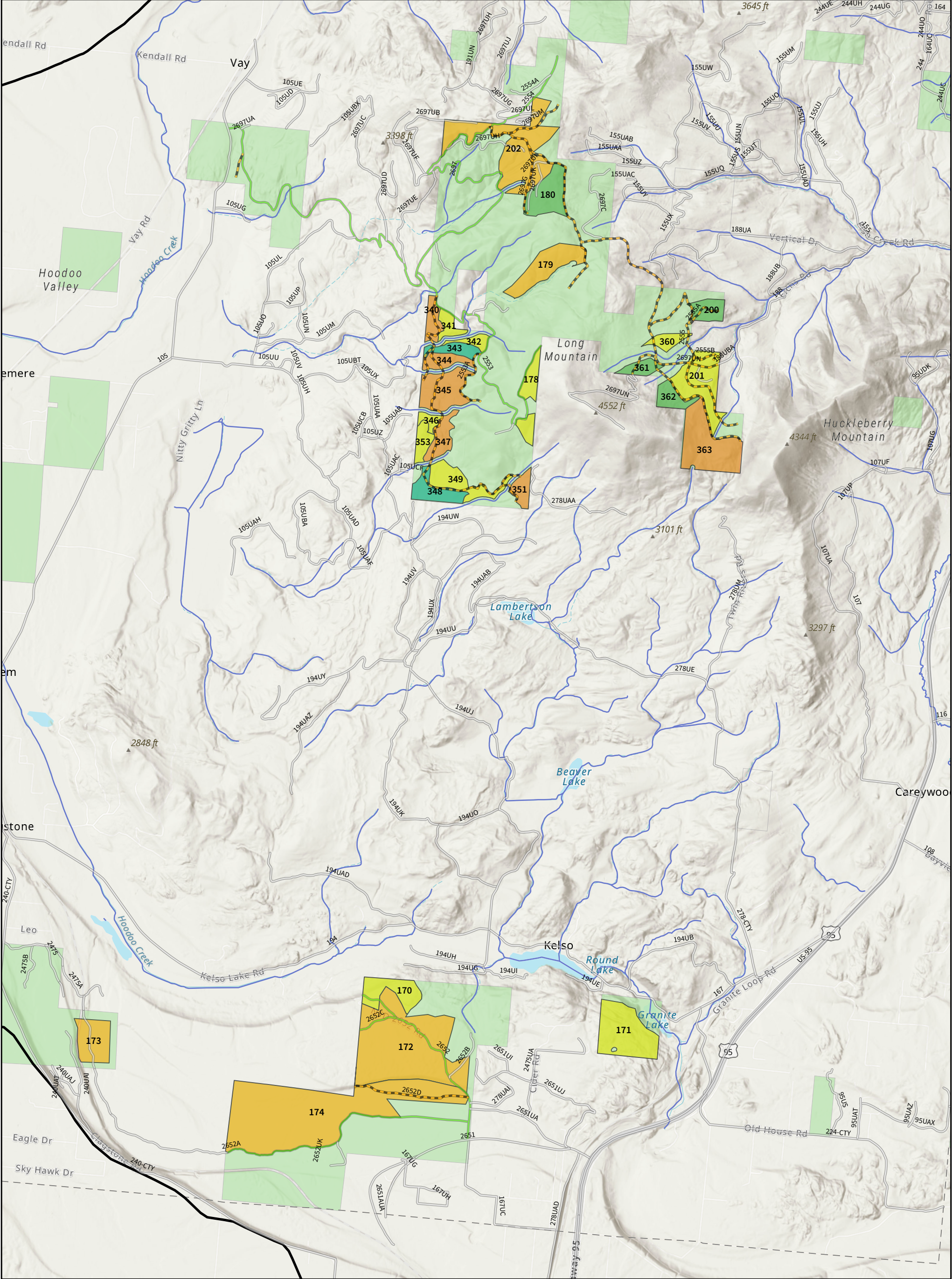
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Sandpoint South

West Units

R01 NEPA Strike Teams



Project Road Work

MAINTAIN

NONE

RECONSTRUCT

Proposed Treatments

Fuels Only

Intermediate

Natural Fuels

PCT

Regeneration

Sandpoint South Project Boundary

Streams

NON-FS

USDA FOREST SERVICE

00.330.651.3 Miles

N

SANDPOINT SOUTH

HERITAGE SURVEYS

IDL 25-235-041009

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APPENDIX B: Standard Operating Procedures for Data Collection and Cultural Resource Analysis

This Appendix includes Standard Operating Procedures (SOPs) for cultural resource field surveys, new and previously recorded site record documentation and NRHP eligibility determinations, and Section 106 report.

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

Sandpoint South Project - Standard Operating Procedures	
Resource Area:	Archaeology
Forest Service Archaeologist:	Carmelita (Carm) Angeles
Phone & e-mail:	(541) 576-9330; carmelita.angeles@usda.gov
Data to be collected:	
<p>Survey Areas of Potential Effect (APE) to Cultural Resources within the project area to current professional standards as defined by the Secretary of the Interior's for Identification (https://www.nps.gov/history/local-law/arch_stnds_2.htm). These areas include but are not limited to high and medium probability terrain proximal to harvest and burn units, appurtenant roads, landings, and pits.</p> <p>The Forest requires a contractor to:</p> <ol style="list-style-type: none">1. Perform specified number of acres of intensive (30 meter or less pedestrian transects) cultural resource survey within the scheduled target dates.2. Record all new cultural resources discovered during survey, including newly identified sites, isolated finds, and noted-not-recorded discoveries, and update specified previously recorded eligible sites.3. The results of the above fieldwork are to be included in both a draft and final professional narrative summary report and site/isolate forms summarizing all aspects of the inventory, site-update work, findings, and relevance for greater archaeological interpretation/association and scientific understanding.4. Synthesize a draft and final Section 106 using the Idaho SHPO report template and guidelines, detailing all project effects analysis (e.g., No Effect, No Adverse Effect, etc.) and National Register eligibility recommendations (changed recommendations and initial evaluations) thoroughly and succinctly.5. Input survey, sites, and Section 106 report into ICRIS for final submission after final Forest review.	
Methodology:	
<u>Cultural Resource Survey</u>	
<p>The survey units are high and medium probability areas that are more likely to contain cultural resources as determined from environmental data and previously known cultural site data. Small survey units are due to the size of high probability areas within larger treatment units. Riparian areas have been buffered from the project area and generally will not be surveyed. Generally, in this area, upland riparian areas</p>	

associated with small streams are extremely steep and not expected to be areas of high probability.

IPNF will provide the probability GIS layer upon award. A "float" unit of 280 acres has been reserved for areas within the project area that may be determined by professional judgment to be high or medium probability upon ground inspection. Further information will be provided upon time of award to assist field staff in determining high and medium probability areas that should be surveyed.

Transect spacing shall be no more than thirty (30) meters (m). Coverage may use, where deemed appropriate by Field Director, meander, contour, or compass oriented transects. Transects paths should be recorded with GPS units of 10-meter accuracy. Georeferenced photos should be taken at the furthest point of survey within every unit. Photos and transects may be compared to ensure compliance with contract specifications.

Avoid areas of extreme health hazard (i.e., hazardous materials, burning fires, dense vegetation, extremely steep slopes, etc.). A photograph and GPS point of any units that are not surveyed due to unsafe conditions, inaccessibility, and unexpected topography must be provided to the IPNF. All units must be visited on the ground to determine if they are surveyable or not. If units are not able to be surveyed due to hazards, IDL and the IPNF may (1) modify the contract to reduce the survey acreage by the amount of inaccessible survey acre(s) and/or; (2) substitute similar survey acre(s) within the project area.

Inaccessibility of survey areas due to snow (>20% ground cover), fallen trees, slides or washouts on roads may or may not be corrected at the option of IDL and the IPNF. If road access is blocked the Forest Service may: (1) provide an alternate access route; (2) delete the inaccessible survey acre (s) and/or; (3) substitute similar survey acre(s). Roads shown on project maps indicate access to units and are not to suggest the roads are open within units or for any further travel. It is the contractor's responsibility to adhere to IPNF travel management regulations and determine the best access to the survey units.

Changes in survey strategy/survey locations due to environmental conditions shall be discussed with the COR. If a unit is not accessible for whatever reason, acres not surveyed may be applied to an alternate unit within the project area. Significant changes shall be approved by the Contracting Officer (CO) prior to making the change.

Contact with the COR and/or the Government Technical Monitor (GTM) shall be maintained consistently throughout the cultural resource survey. Number of units surveyed should be tracked. Use of "float" unit acres should be tracked and discussed with technical specialist or COR prior to survey where possible. Contract modifications may be required if amounts of surveyable acres are higher or lower than expected.

Recommendations shall be made by the contractor as to areas requiring further examination, including subsurface testing. Recommendations for subsurface testing shall be included as a section of the final report, either as a written description or as a map.

- No subsurface testing is to be conducted under this contract.

Recording/Updating Cultural Resources

The contractor shall update all previously recorded eligible or unevaluated sites identified by USFS. Further, the contractor shall record all sites identified during survey and evaluate each for their National Register eligibility on a Forest Service site form. Newly recorded isolates will be recorded on the Isolated Find form as supplied by the USFS. Noted-not-recorded artifacts will be consolidated onto a single list that will be shared with the USFS with the Draft and Final Section 106 report. A list of additional sites that need not be visited nor recorded will be furnished with the project submission upon the award of this contract for inclusion in the Final Section 106 report.

NEW CULTURAL RESOURCE RECORDATION REQUIREMENTS

A site is defined as greater than 10 artifacts within a 10 m x 10 m area or one feature with any number of artifacts. An isolate is defined as 10 or less artifacts within a 10 m x 10 m area. Finds of any number of artifacts with potential subsurface deposits should be recorded as sites. Potential of subsurface deposits should be determined based on environmental cues (root wads, depositional environment) or pin flag test.

Central or off-site datums shall be established at each cultural site found. Datum tags are not used by the USFS and will not be required. The site form shall contain a description of the datum.

A UTM coordinate shall be taken for each cultural site datum, prehistoric diagnostic artifact, historic diagnostics used to date a historic site, oddities, features associated with the site using sub-ten (10) foot accuracy and utilizing the coordinate system NAD 1983.

All site boundaries, regardless of size, shall be represented as GIS polygons, except for linear sites. Linear sites shall be represented by line shapefiles, unless a polygon shapefile is more appropriate. Isolates shall be represented as a point feature.

The Contractor shall maintain a survey notebook or field recordation forms with draft copies of site records. The notebook, or a readable copy of the notebook, shall be provided to the USFS upon completion of the field survey.

All cultural site records shall be documented using the IPNF site form template that meet Idaho SHPO requirements. Each site record shall include at a minimum a cultural site form, sketch map, location map, and labeled photographs.

Each cultural site record shall contain a statement giving directions to the site, as part of the site location information. Directions to the site shall be specific, giving road names and/or numbers, distances, and direction. Directions shall be sufficient for someone to navigate from the USFS Sandpoint District office as appropriate to the site without prior knowledge of the area.

The cultural site data should provide a detailed description of the site, including an overall description of the site, artifact and feature descriptions, artifact densities, artifact and feature sketches or maps, and whatever other information is pertinent and necessary to characterize the site.

Site data shall include National Register of Historic Places determination of eligibility recommendation. Gather enough data via a field assessment without testing and a literature review to support the recommendation. Consider and describe the site's integrity and significance using the four criteria. If diagnostic artifacts are present, they should be photographed with a scale. An appropriately referenced date range for each diagnostic artifact shall be indicated on the site form.

Descriptions of disturbances to the site shall be detailed. Whenever possible describe the severity of the impacting agent(s). For example, use words like "intense," "minimal," or "light."

The contractor will provide strict compliance with all Native American Graves Protection and Repatriation Act regulations as they apply to the inadvertent discovery of Native American human remains or cultural items. Upon the inadvertent discovery, the contractor will provide immediate telephone notification of the discovery to the USFS (or their designated representative); the contractor will provide a precise coordinate location of any human remains observed. The contractor will provide written confirmation of the inadvertent discovery to the USFS within five days of the discovery. Human remains shall always be treated with the utmost respect and dignity and should never be collected or photographed.

If recent looting and/or vandalism is observed with site boundaries, keep personnel out of the area, note the site location, take at least five overview photographs with photo documentation noted on a separate photo log and leave the area. Notify the USFS (or their designated representative) immediately. The contractor will provide written confirmation of the observations to the USFS within five days of the discovery. Vendors may be approached by and should cooperate with law enforcement.

Document whether a site maybe sensitive to fire. For example, describe the fuel load present on and/or around the site (i.e., is highly flammable vegetation present? What is the fuel load depth? Ladder fuels?). Document wood remains at historic sites. Note if an arborglyph, cambium tree, or other culturally modified tree is in a dense thicket of immature trees. Note if the cultural material or features present on site could be affected by thermal alteration.

Cultural site sketch maps shall have an appropriate scale, orientation (north arrow) and legend identifying symbols used. The site datum, site boundaries, notable ecological features, cultural features, diagnostic artifacts, non-diagnostic tools (bifaces, hammerstones, groundstone, etc.), looted/vandalized disturbance areas and pertinent cultural data shall be included on the site sketch maps.

A minimum of two digital pictures shall be taken of each known site. One picture of the site datum in relation to the overall site and one overview picture of the site showing the general topography. Additional photographs showing pertinent site characteristics, features, and diagnostic artifacts (with scale) may also be included. A photographic log shall be kept of the photographs taken and turned in with the rest of the Deliverables. The site number, photographer, date, subject, name of project, photo number, and direction of photograph should be included in the photo log. Photographs must be of high quality.

An isolate form shall be completed for all isolates. The date range for diagnostic artifacts should be stated on the form with an appropriate reference. All diagnostic artifacts shall be photographed. All isolate photographs shall be included with the isolate form. Do not flag or establish a datum for isolates. A UTM coordinate shall be taken for each diagnostic isolate location using of sub-ten (10)-foot accuracy and utilizing the coordinate system NAD 1983.

All site/isolate forms will have a map showing the site location on a 1:24,000 scale USGS quadrangle map. That map will state the appropriate USGS quad, township/ranges, as well as legibly show the site location and actual size. A legend on each map will clearly identify objects on the map as needed. Sites

represented on location maps must be displayed and delivered to the USFS in a polygon or line (for linear sites only) format representing the actual site boundaries. Point-style data is acceptable for isolates only.

Sites located during the survey that are found to extend outside of the survey area shall be documented in- full unless the site is found to extend onto private property. If the site is found to extend onto private property, the sketch map and site description shall indicate that the site continues for an unknown distance.

PREVIOUSLY RECORDED ELIGIBLE AND UNEVALUATED SITES

Previously recorded sites that are eligible or unevaluated for the NRHP will be revisited and updated. Updated site forms will meet the requirements of newly recorded site forms.

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

Section 106 Report

The contractor shall synthesize a thorough and cogent Section 106 report for submission to the Idaho SHPO. The report will follow Idaho SHPO guidelines and report template.

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

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

The Contractor shall perform the work in accordance with relevant professional and Idaho SHPO standards. The Contractor shall submit the following information at the end of 30 days or when 50% of the fieldwork is complete, whichever comes first.

- i. Number of acres surveyed.
- ii. Approximate location of completed survey.
- iii. Number of new sites encountered.
- iv. Number of previously recorded sites encountered.
- v. Number of isolates
- vi. Geospatial data of sites, and raw transect data and isolates.
- vii. Field copies of site forms (forms can be handwritten but need to be legible).

The contractor shall submit draft site and isolate forms for review and acceptance by the COR prior to completion of the final report. The forms should be in Microsoft Word format. Each site/isolate shall have draft topographic maps (1:24,000 scale) and draft sketch maps. Spatial data of each site and isolate will also be submitted to the Forest in ESRI ArcGIS compatible shapefile format.

The contractor shall submit a draft version the final report for review and acceptance by the COR prior to completion of the final report. The report should be in digital Microsoft Word form and describe in detail the proposed project, the recommended APE, previous work in the project area, strategies and methods used to identify historic properties, results of the field inventory, determinations of site significance, effects of the proposed undertaking to cultural resources, and finally, recommendations for avoidance or mitigation of effects. The report will follow the Idaho SHPO standards, guidelines, and report template found on their website.

The tables for previously known and newly recorded cultural resources will include the site/isolate # (Forest Service or Agency # and trinomial if assigned), site type (i.e., lithic scatter, can scatter, etc.), and NRHP eligibility (include Individual, District, or non-contributing status (if applicable)). Descriptions for isolated finds will include a type/description, location (UTM), and photo. Include in the final report a brief description of noted but not formally recorded cultural items or exempted resources (i.e., items which do not meet cultural site and isolate definitions, or which are not more than 50 years old) and include in the description, the name, GPS coordinates (UTM), exemption reason, and research to justify the exemption.

The report will be used for National Historic Preservation Act, Section 106 consultation between the USDA Forest Service and the Idaho SHPO and as such, will provide sufficient information with which to conduct these procedures.

USFS review of drafts will not exceed 2 weeks. Additional drafts may be required prior to completion and submission of the final report. Contractor to complete final reports addressing any edits or comments within two weeks of receipt of USFS review of draft.

Digital survey coverage maps shall be made employing USGS 7.5-minute series quads as the background image. A unit area map depicting location of units, an area surveyed map depicting transects, and a cultural resource location map (including new and previously recorded sites) shall be made for each unit. Each site should be plotted as a polygon or line, as appropriate for the site type. Each site shall be clearly labeled on the location map. All maps shall have a north arrow, scale, legend, USGS 7.5-minute series quad name, township, and range.

A PDF copy of the final report and site and isolate reports as well as an editable Microsoft Word document copy of the final survey report and site and isolate reports shall be provided. Mapping products (transects, survey polygons, site boundaries, isolate points) will be provided in a shapefile (.shp) compatible with the most recent version of ESRI ArcGIS Pro. A file geodatabase (.gdb) may be provided, if the Contractor is using data collection software that utilizes this format. Final GIS data must be in the coordinate system NAD 1983. Copies and/or original contractor field notes will be provided. The contractor shall be responsible for inputting all collected and synthesized data into the ICRIS platform after final Forest review for submission to the Idaho SHPO.

Templates for site and isolate forms will be provided by USFS and must be used for all drafts and included with final deliverables. Site photograph pages, photo logs, site sketches, and site location maps will meet Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation and Idaho SHPO Protocol.

Other general contract requirements include:

1. Measurements used to record historic sites shall utilize the imperial system (yards/feet/inches etc.),

while measurements used to record Native American sites shall use the metric system (meters/centimeters etc.).

2. Section 106 report shall be thorough and include determinations of eligibility and project effect of all identified cultural resources. The contractor should contact the USFS where questions on determinations arise, and the contractor should be aware that final determinations – as manifest in the review stage – are at the discretion of the USFS representatives. These determinations should be an iterative process.
3. Four separate GIS shapefiles are required consisting of sites, isolates, survey areas, and survey transects. Site and isolate shapefiles will list in their attribute tables the newly assigned field numbers (identical to those numbers used in the required reports), previously assigned Forest number (if applicable), and previously assigned Smithsonian numbers (if applicable). Completed survey areas will be presented as polygon features, with survey transects presented as line features within the survey area polygons. The attribute table for the survey areas and transects will include the survey area number.
4. An ARPA permit will be required at no cost to the contractor. The permit must be fully executed before fieldwork begins. Absolutely no excavation or subsurface testing are permitted under this contract.
5. Resumes/vitaes of all field personnel must accompany the final report.
6. No collecting of surface artifacts is authorized under this contract unless the GTM determines them to be in imminent danger of destruction. In the rare event that an artifact is collected, it must be immediately delivered to the identified USFS representative.

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

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

Forest will provide:

<u>Description</u>	<u>Location</u>	<u>Dates Available</u>
Previously Recorded Site Forms	Shared Box/Pinyon Folder	Post Award
Microsoft Word Site Form	Shared Box/Pinyon Folder	Post Award
Microsoft Word Isolate Form	Shared Box/Pinyon Folder	Post Award
Site Sketch example	Shared Box/Pinyon Folder	Post Award
Spatial Data Package (including map templates)	Shared Box/Pinyon Folder	Post Award

APPENDIX C: GOVERNMENT VS CONTRACTOR FURNISHED PROPERTY AND/OR INFORMATION

All data produced in the performance of this contract shall become the sole property of the Government. The Contractor agrees not to assert any rights of common law or inequity or establish any claim to statutory copyright in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without the written consent of the Government, until such time as the Government may have released such data to the public.

All forms of media statements regarding work under this contract shall be referred to and issued by the Government.

The Contractor hereby grants to the Government, a royalty-free, nonexclusive, and irrevocable license throughout the work to 1) publish, translate, reproduce, deliver, perform, use, and dispose of, in any manner, any and all data which are not first produced or composed in the performance of this contract, but which are incorporated in the work furnished under this contract, and 2) to authorize others to do so.

The distribution of information relating to this contract shall be governed by Public Law 96-95, October 31, 1979 (93 Stat.727), as follows:

Section 3. (a) Information concerning the nature and location of any archaeological resource for which the excavation or removal requires a permit or other permission under this Act or under any other provision of Federal law may not be made available to the public under subchapter II of Chapter 5 of the Title 5 of the United States Code or under any other provision of law unless the Federal land manager concerned determines that such disclosure would:

- (1) further the purpose of this Act or the Act of June 27, 1960 (16 USC 469-469c), and
- (2) not create a risk of harm to such resources or to the site at which such resources are located.

The Government will coordinate with the Idaho SHPO, local Tribes, other pertinent ethnic groups, and the Advisory Council on Historic Preservation. Should any group or individual contact the Contractor with any concerns regarding the project, these concerns shall be directed in writing to the COR.

The Government will provide a geodatabase or shapefile compatible with ESRI ArcGIS Pro containing known archaeological sites within the survey areas, areas of probability, project and survey areas, and any other GIS data which may be helpful in completing survey.

The Contractor shall provide all services necessary to conduct a cultural resources survey, to include site records, a final report, and map of findings. Cultural resource survey and report format and content shall be sufficient to satisfy current Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation and ID SHPO guidelines. The Standards and Guidelines are available for review at <https://www.nps.gov/subjects/historicpreservation/standards.htm>. Idaho SHPO guidelines are available for review at <https://history.idaho.gov/shpo/idaho-shpo-guidance/>.

APPENDIX D: KEY PERSONNEL AND REQUIRED QUALIFICATIONS OR CERTIFICATIONS

Key Personnel and Qualifications are provided as recommendations for meeting minimum standards for a technically acceptable proposal.

The Contractor (Principal Investigator) shall assign to this contract the key personnel. The following personnel are Key Personnel in the performance of this contract, one person can fulfill different roles. The contractor shall provide qualified personnel meeting the following qualifications throughout the life of the contract. Ensure personnel performing the work meet the following criteria for the permit:

1. **Principal Investigator:** Individual(s) responsible for planning, supervising, and overseeing the overall project, including responsibility for the professional quality of evaluations and recommendations. Principal Investigators shall have primary accountability for technical completeness and competence of work conducted under the permit.

The Principal Investigator shall be responsible for: development of work plans and research designs, performance of Field Directors, selection standards and limitations on work assignments of crew members, analysis and interpretation of field data, integration of field work results into comparative regional perspective, and preparation of reports.

In addition to the following minimum professional qualifications, Principal Investigator (PI) must meet the professional qualifications standards in the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation. Standards for this contract include any of the following for Archaeology or History.

- (a) **Archaeologist** The minimum professional qualifications in archaeology are a graduate degree in archaeology, anthropology, or closely related field with experience in archaeology in the Northwest region of the United States:
 - 1. A demonstrated ability to perform and complete cultural resource surveys as evidenced by timely and satisfactory completion of previous contracts undertaken within the past three years and no current contracts for which the completion dates have not been met;
 - 2. A minimum of one year of full-time professional experience in archaeological research, administration, or management relevant to Northwest archaeology;
 - 3. Field and analytical experience in a supervisory capacity, and;
- (b) **History** The minimum professional qualifications are a graduate degree in history or a closely related field; or a bachelor's degree in history or a closely related field plus one of the following:
 - 1. At least 2 years of full-time experience in research, writing, teaching,

interpretation, or other demonstrable professional activity with an academic institution, historical organization or agency, museum, or other professional institution; or

2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of history.

2. Field Director: Individual(s) responsible for the technical quality of field work, for the direct on-the-ground supervision of all aspects of field work and data gathering, proposing resource evaluations and recommendations for further treatment, and preparing field records and descriptive reports.

Field Directors shall meet the following professional qualifications:

- (a) Formal education resulting in a BA or BS in the appropriate discipline (anthropology/archaeology, history) and at least 12 months of pertinent professionally supervised experience, with increasing responsibility leading to duties similar to those proposed in the application.
- (b) Competence in recording, collecting, handling, analyzing, evaluating, and reporting cultural property data, relative to the type and scope of work proposed.
- (c) Demonstrated ability to supervise activity of type and scope proposed.
- (d) Completion of at least four months of professional cultural resource management experience with comparable cultural resources within Idaho.

3. Field or Laboratory Crew: Completion of, or satisfactory progress toward, a bachelor's degree in anthropology, archaeology, history or a closely related field, or six months previous experience conducting archaeological field or laboratory work within the Northwest. Completion of an archeological field school is considered satisfactory qualification for an initial position (first archaeological job) if that individual will be continually supervised by a higher qualified individual (i.e., Crew Chief, Field Director, or Principal Investigator).



United States Department of Agriculture

AD-1048

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

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

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

(Read Instructions On Page Two Before Completing Certification)

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

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

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

SIGNATURE(S)

DATE

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

Instructions for Certification

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

STATE OF IDAHO
DEPARTMENT OF LANDS



SANDPOINT SOUTH HERITAGE SURVEYS
AGREEMENT NO. TBD
CONTRACTOR TBD

**STATE OF IDAHO
DEPARTMENT OF LANDS
CONTRACT TITLE
CONTRACT NO. 25-235-041009**

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

1. DEFINITIONS AND TERMS

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

specifics of the contract administration.

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

2. REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

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

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

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

2.5 The Contractor warrants to the State that all labor furnished shall be competent to perform the tasks undertaken; materials and equipment furnished under the Contract will be new and of high quality unless otherwise required or permitted by the Contract documents; that the Work will be complete, of high quality and free from defects not inherent in the quality required or permitted; and that the Work will strictly conform to the requirements of the contract documents. Any Work not strictly conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. The Contractor's warranty excludes remedy for damage or 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, with no less than a \$2,000,000 annual aggregate. The commercial general liability shall be written on an International Organization of Standardization (ISO) occurrence form or a substitute form approved by the Contracting Officer and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

(2) Automobile Insurance

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

(3) Workers Compensation

The Contractor shall maintain worker's compensation insurance in amounts as required by statute in all states in which the Contractor performs work, and employer's liability insurance with a limit of \$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 Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.

21. USE OF THE STATE OF IDAHO NAME

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

22. OWNERSHIP

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

23. APPROPRIATION BY LEGISLATURE REQUIRED

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

24. FORCE MAJEURE

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

25. ENTIRE AGREEMENT

This Contract, with the State's Invitation to Bid, Request for Proposal or Request for Quotation, including any addenda (such deemed incorporated by reference) and the vendor's response, to the extent it is not in conflict with the specifications or the 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 or Forest Service for the recovery of costs of the cleanup.

35. CAMPING ON NATIONAL FOREST OR STATE LAND

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

The Contractor shall request a camping permit from the COR for each area in which the Contractor's crew plan on camping within the National Forest or State Lands boundary. Provisions that apply to all camping on National Forest and State lands will be discussed in detail at the pre-work conference.

36. FIRE PREVENTION RESPONSIBILITIES

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

37. GOVERNMENT REGULATIONS

The Contractor shall abide by and comply with all laws and regulations of the United States, the State of Idaho including the Forest Practices Act (Title 38, Chapters 1 and

13, Idaho Code), counties or other governmental jurisdictions wherein the work is executed insofar as they affect this contract. The Contractor will make all payments, contributions, remittances, and all reports and statements required under said laws.

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

38. PAYMENTS AND COMPLIANCE

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

39. CONTRACT PERIOD

This Contract will become effective once signed by all parties. The Contractor and Contracting Officer Representative(s) will discuss the Contract terms, work performance requirements, and tentative work schedule. This Contract shall expire December 31, 2026, unless terminated earlier by the State under any of the provisions of paragraph 26 or 27 of this Contract. All requirements of the Contract must be satisfactorily completed by the Contract expiration date.

SIGNATURE PAGE

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

IDAHO DEPARTMENT OF LANDS

CONTRACTOR

By: _____

Andrew Evans

By: _____

Title: Procurement Manager

Title :

Date and Time: _____

