

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



**GNA CRYSTAL BOTANY SURVEY**

**REQUEST FOR QUOTE NO. 20-235-121001**

**DUE BEFORE 3:00:00 PM PT (Pacific Time) ON APRIL 30, 2020**

**STATE OF IDAHO  
DEPARTMENT OF LANDS  
REQUEST FOR QUOTE 20-235-121001**

**GNA CRYSTAL BOTANY SURVEY**

**RESPONSES DUE BEFORE 3:00:00 PM PT on APRIL 30, 2020**

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

**QUESTIONS:**

Questions pertaining to RFQ specifications must be submitted in writing via email to **Sherry Groeschl** at [sgroeschl@idl.idaho.gov](mailto:sgroeschl@idl.idaho.gov). The deadline for receiving questions is 5:00 P.M., PT, Thursday, April 13, 2020. 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](http://www.idl.idaho.gov). Verbal questions will not be accepted.

**INSTRUCTIONS:**

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

**RFQ DEADLINE AND DELIVERY REQUIREMENTS:**

Quotes must be received by the Idaho Department of Lands **before 3:00:00 PM on APRIL 30, 2020**. The Department of Lands is not responsible for lost or undelivered 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:

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

Emailed quotes shall include the following information:

Sealed Quote For: RFQ 20-235-121001 - GNA Crystal Botany Survey Responses due Before: <b>3:00 PM PT on APRIL 30, 2020</b>
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## **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**

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

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

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

**ATTACHMENT 1  
SCHEDULE A  
20-235-121001 - GNA CRYSTAL BOTANY SURVEY**

National Forest	EXPLANATION / EQUIPMENT EQUIVALENT	ESTIMATED UNIT(S) OF MEASURE		PRICE / UNIT OF MEASURE	TOTAL EXTENDED AMOUNT
Payette National Forest	GNA Crystal Botany Survey	319	Acres	\$ -	\$ -

**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.

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

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

**STATE OF IDAHO  
DEPARTMENT OF LANDS**



**GNA CRYSTAL BOTANY SURVEY**

**CONTRACT NO. 20-235-121001**

**(CONTRACTOR NAME)**

STATE OF IDAHO  
DEPARTMENT OF LANDS

GNA CRYSTAL BOTANY SURVEY  
20-235-121001

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**STATE OF IDAHO  
DEPARTMENT OF LANDS**

**GNA CRYSTAL BOTANY SURVEY  
CONTRACT NO. 20-235-121001**

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

1. DEFINITIONS AND TERMS

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

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

## 2. REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

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

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

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

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

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

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

3. CONTRACT RELATIONSHIP

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

4. ANTIDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Acceptance of this Contract binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964 in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 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. STATE OF IDAHO MINIMUM WAGE LAW

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

9. TAXES

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

10. AFFIDAVIT OF COMPLIANCE

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

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

11. LICENSES, PERMITS & FEES

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

12. SAVE HARMLESS

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

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

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

#### 14. RISK OF LOSS

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

#### 15. INSURANCE

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

(1) Commercial General Liability Insurance

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

(2) Automobile Insurance

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

(3) Workers Compensation

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

- b. By requiring insurance herein, the State does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to the State in this Contract.

- c. The Contractor shall require all subcontractors utilized in performance of this Contract to provide certificates of insurance to the State evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs.

16. ASSIGNMENTS

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

17. APPOINTMENT OF REPRESENTATIVES

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

18. PROHIBITED CONTRACTS

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

19. GOVERNING LAW

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

20. SAFETY INFORMATION

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

All chemicals, equipment and materials proposed and/or used in the performance of this Contract must conform to the standards required by the William-Steiger Occupational Safety and Health Act of 1970. Contractor must furnish all 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

1. 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.
2. 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.
3. Unless otherwise set forth in the Solicitation, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had



been fully performed:

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

d. **TERMINATION FOR FISCAL NECESSITY**

The State is a government entity and it is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations. The Legislature is under no legal obligation to make appropriations to fulfill this Contract. This Contract shall in no way or manner be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this Contract in whole or in part (or any order placed under it) 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 or from any bond hereinbefore provided for in any action at law or in equity.

28. MODIFICATION

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

29. PUBLIC RECORDS

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

30. CONFIDENTIAL INFORMATION:

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

- a. Is or was in the possession of Contractor before being furnished by the State, provided that such information or 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 will be at the rate set forth in Schedule A. Total Contract payments shall not exceed \$\_\_\_\_\_. All payments will be made according to Idaho Code Section 67-2302.

39. CONTRACT PERIOD

This Contract will become effective once signed by all parties. Individual project period of performance is listed in the attached project description(s). This Contract shall terminate on December 31, 2020, or upon completion and inspection of all contracted projects, unless terminated earlier by the State under any of the provisions of this Contract.

SIGNATURE PAGE

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

IDAHO DEPARTMENT OF LANDS

CONTRACTOR NAME

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Contractor's Social Security  
or Employer Number

\_\_\_\_\_  
Taxpayer ID# (TIN)

Contractor's Phone/Contact No.

\_\_\_\_\_

\_\_\_\_\_  
email if available

## **PROJECT DESCRIPTION RFQ 20-235-121001**

**SUPERVISORY AREA:** Payette National Forest

**PROJECT NAME:** Crystal Botany Surveys

**PROJECT NUMBER:** 20-235-121001

**PROJECT ACRES:** 319

### **PROJECT LOCATION:**

The Crystal project area is located on the Council Ranger District of the Payette National Forest. The project area is located in Adams County, approximately 13 air miles southwest of McCall, Idaho. The Crystal project area encompasses approximately 319 acres in the Middle Fork Weiser River subwatershed.

The legal description for the project area is (township, range, sections): (electronic copy and shapefiles available) Township 16 North, Range 2 East, Sections 10, 15, 16, 21, 22, and 26.

### **ACCESS:**

The main road access to the project area is via the No Business Road and FS Road 218 west of the project area.

### **PROJECT:**

This work described herein is designed to collect data to describe existing resource conditions and to use for determining the environmental impacts of the proposed action. The resource information and effects analysis will be used in refining the proposed action and in demonstrating consistency with relevant laws, rules and regulations. The Forest Service is planning this project to be consistent with all the requirements of the Good Neighbor Authority. The Idaho Department of Lands (IDL) reserves the right to offer additional environmental analysis related work for this project to the awarded Contractor.

Species known in vicinity: *Pinus albicaulis*, *Epipactis gigantea* (only near springs/seeps), *Allium tolmiei* var. *persimile*, *Allium madidum*

### **PROJECT OVERVIEW:**

To fulfill the requirements of this contract, the Contractor shall complete the items listed below to collect and summarize data, and to conduct environmental analysis in support of a forthcoming NEPA analysis. 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 Project Description. Disputes between IDL/USFS and the Contractor will be resolved by the IDL FIC (Forester in Charge).

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 Project, the Contractor will forward that request to the IDL Contracting Officer Representative.

### **BOTANY SURVEY REQUIREMENTS:**

This section specifies the requirements that shall be completed to fulfill the obligations of this contract.

All documents for review as deliverables must be delivered to both IDL and USFS as agreed to in the Pre-Work meeting. Required meetings will be held at the Payette National Forest Supervisors Office, 500 N Mission Street Building 2, McCall, ID 83638.

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

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

### **Pre-Work Meeting**

Required Contractor personnel, USFS, and IDL staff will participate in a pre-work meeting. Coordination and scheduling of the Pre-Work meeting will be the responsibility of IDL after the Notice to Proceed is issued.

### **Document Delivery**

Documents and other deliverables will be shared electronically by the contractor with IDL via email or other electronic means, unless otherwise agreed to at the Pre-Work meeting by all parties.

## **Transportation**

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

## **Quality Assurance/Quality Control for Review and Acceptance of Deliverables**

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 and the Contractor. The QA/QC plan must describe the measures that the Contractor will take to ensure that the data collected, summarized and provided to IDL and USFS will be of professional quality. The QA/QC plan must identify all key personnel who will be utilized by the Contractor. Substitutions of key personnel must be approved by IDL in advance and in writing. IDL FIC will perform periodic inspection reports.

**Standards and Deliverables:** Contractor is responsible for the quality and accuracy of their work consistent with their approved QA/QC plan.

## **Draft Summary**

The Contractor shall collect data as described in Appendix A-Standard Operating Procedures, of this document. USFS will provide initial Reference materials, templates, guidance, and other pertinent material will be provided by USFS or IDL to the Contractor electronically and will be maintained and indexed by the Contractor as part of the project record. IDL and USFS will review the quality and format of data provided by the Contractor and request any corrections prior to approval of this draft.

**Standards and Deliverables:** Documents and other deliverables will be shared electronically by the contractor with IDL via email or other electronic means, unless otherwise agreed to at the Pre-Work meeting by all parties.

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

## Data Summary

The Contractor shall provide a written summary of the existing conditions for each resource area.

**Standards and Deliverables:** The deliverable for this item is a document clearly summarizing the existing conditions and other topics identified in Appendix A. The Contractor shall draft this summary document for review. IDL and USFS will review the document and request clarification, modifications, and rework, if necessary, before authorizing the Contractor to proceed to the next item.

Draft documents shall be shared electronically, IDL and USFS will review, and the Contractor shall address IDL and USFS's comments and repost the final version, unless otherwise agreed by IDL. Draft deliverables for review will be in Microsoft Word, and IDL and USFS comments on drafts will be in Microsoft Word with "Track Changes". IDL and USFS will provide comments to draft deliverables within 15 calendar days of receipt of the draft deliverables, unless otherwise agreed. The Contractor deliverables for this item are the final summary document and all associated GIS files used in the development and creation of maps, tables, and figures in the document (e.g. GIS files, excel spreadsheet, etc.). All final documents for this item, as well as draft documents that show substantive edits, will be maintained as part of the Project Record by the Contractor. All final deliverables will be provided in both Word and Adobe Acrobat formats and formatted for compliance with Section 508 of the Americans with Disabilities Act.

## DATA COLLECTION, METHODS, and ENVIRONMENTAL ANALYSIS:

IDL and USFS will need data collected and an environmental analysis performed (as indicated in Appendix A) for the Botany resources on this project.

Methodologies for collecting data and information for environmental analysis is provided by resource discipline in **Appendix A-Standard Operating Procedures** and **Appendix B-Guidelines for Surveying and Assessing the Effects of Proposed Projects on Rare, Sensitive, Candidate, Proposed, Threatened, and Endangered Plants**. of this document. The Contractor shall provide a short synopsis identifying methodology and any areas of uncertainty resulting from the inability to collect applicable data for each resource area. In the event that further clarification is necessary, or changes to the data being collected and/or methods used are necessary, please contact the IDL FIC, to coordinate exchange of information with Forest Service specialists, prior to any changes being implemented.

Forest Service geospatial data that is publicly available at (<https://data.fs.usda.gov/geodata/>) will be used for this project. In addition, the IDL, USFS, and the Contractor will coordinate project specific data exchange using a format that is mutually accessible. The details of geospatial data management will be described in a separate GIS standards document, provided to the Contractor, to ensure the incoming products are fully compliant.



**PERIOD OF PERFORMANCE:**

Contract work may commence once the Contractor has received a signed copy of the contract and attended the Pre-Work Meeting. Fieldwork must be completed by June 30, 2020. All deliverables must be complete by August 15, 2020 or as approved by the FIC. Delivery due dates may be extended if the Contractor has been delayed in its performance by an act or omission of IDL, and through no fault of the Contractor. All such delays must be agreed to in writing by IDL.

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

Item	Description	Complete by
1	Pre-Work Meeting	Scheduled before May 15, 2020
2	Deliver Draft QA/QC Plan	Within 15 calendar days after pre-work meeting
3	Data Collection completed and draft reports submitted	July 15, 2020
4	Final Reports submitted	August 15, 2020

**PAYMENT:** Invoices for payment shall be submitted to the IDL FIC for approval. Payment shall be made upon the satisfactory completion of project work. Payment will be made at the rate set forth in Schedule A attached hereto.

No payment will be made prior to July 1, 2020, unless otherwise approved by the IDL FIC.

**INFORMATION:** Contact information will be provided in final contract documents.

Appendix A            Data Collection Standard Operating Procedures  
Appendix B            Rare Plant Survey Guidelines

R 02 E

Vicinity Map

R 03 E

T 17 N

T 16 N

T 15 N

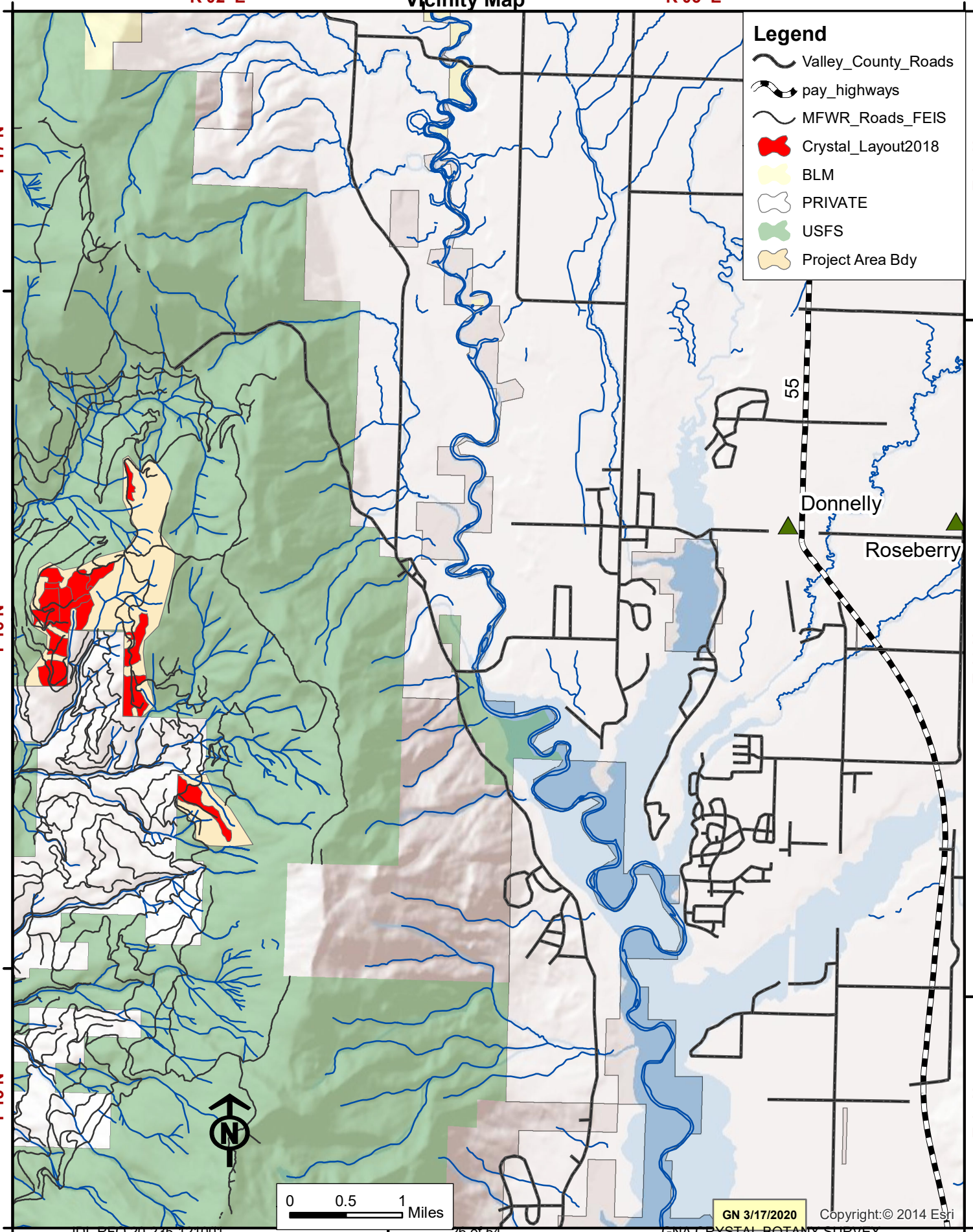
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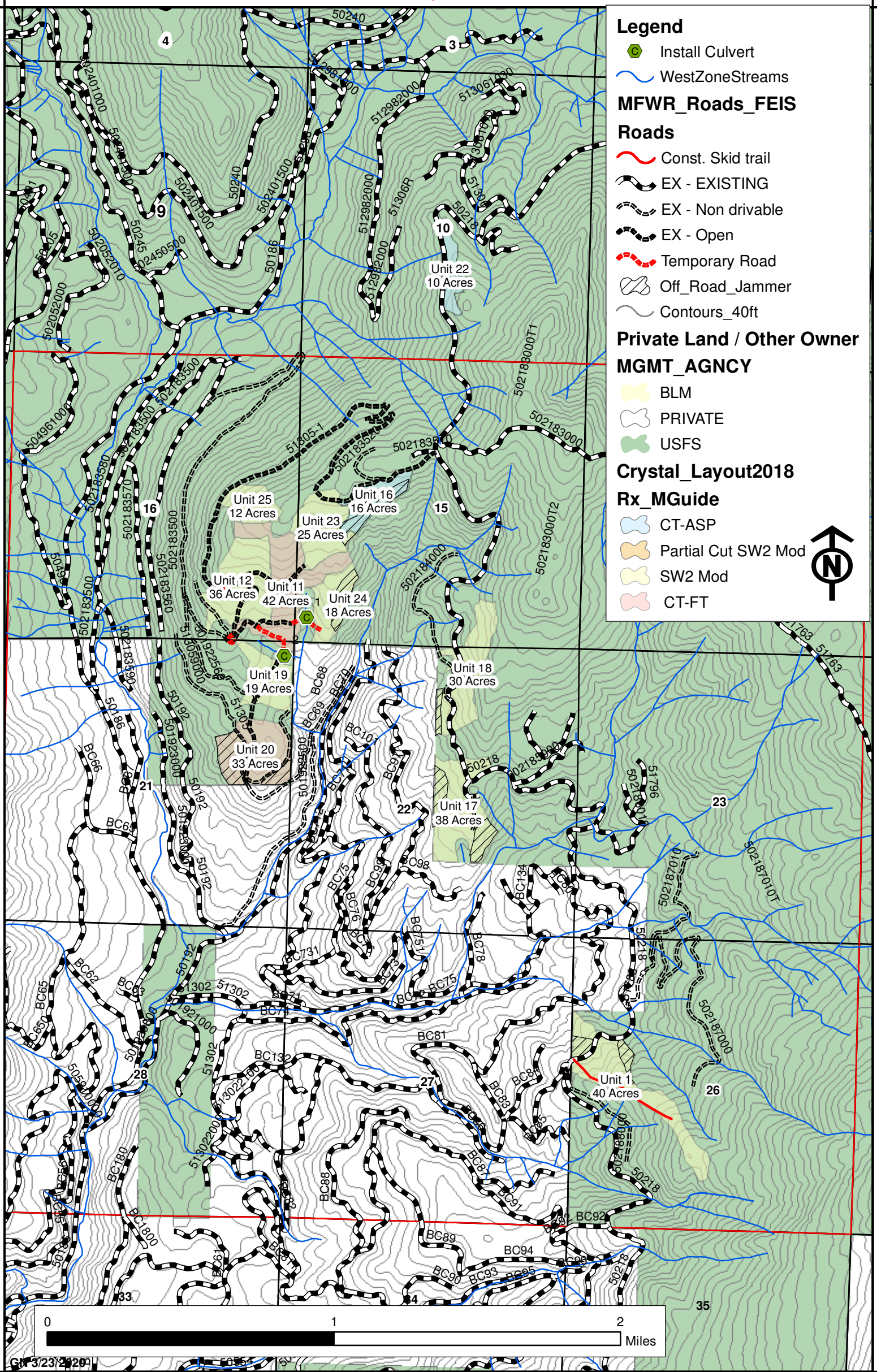
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- Valley\_County\_Roads
- pay\_highways
- MFWR\_Roads\_FEIS
- Crystal\_Layout2018
- BLM
- PRIVATE
- USFS
- Project Area Bdy





R 02 E



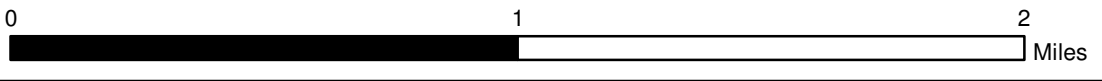
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- Install Culvert
- WestZoneStreams
- MFWR\_Roads\_FEIS**
- Roads**
- Const. Skid trail
- EX - EXISTING
- EX - Non drivable
- EX - Open
- Temporary Road
- Off\_Road\_Jammer
- Contours\_40ft
- Private Land / Other Owner**
- MGMT\_AGENCY**
- BLM
- PRIVATE
- USFS
- Crystal\_Layout2018**
- Rx\_MGuide**
- CT-ASP
- Partial Cut SW2 Mod
- SW2 Mod
- CT-FT



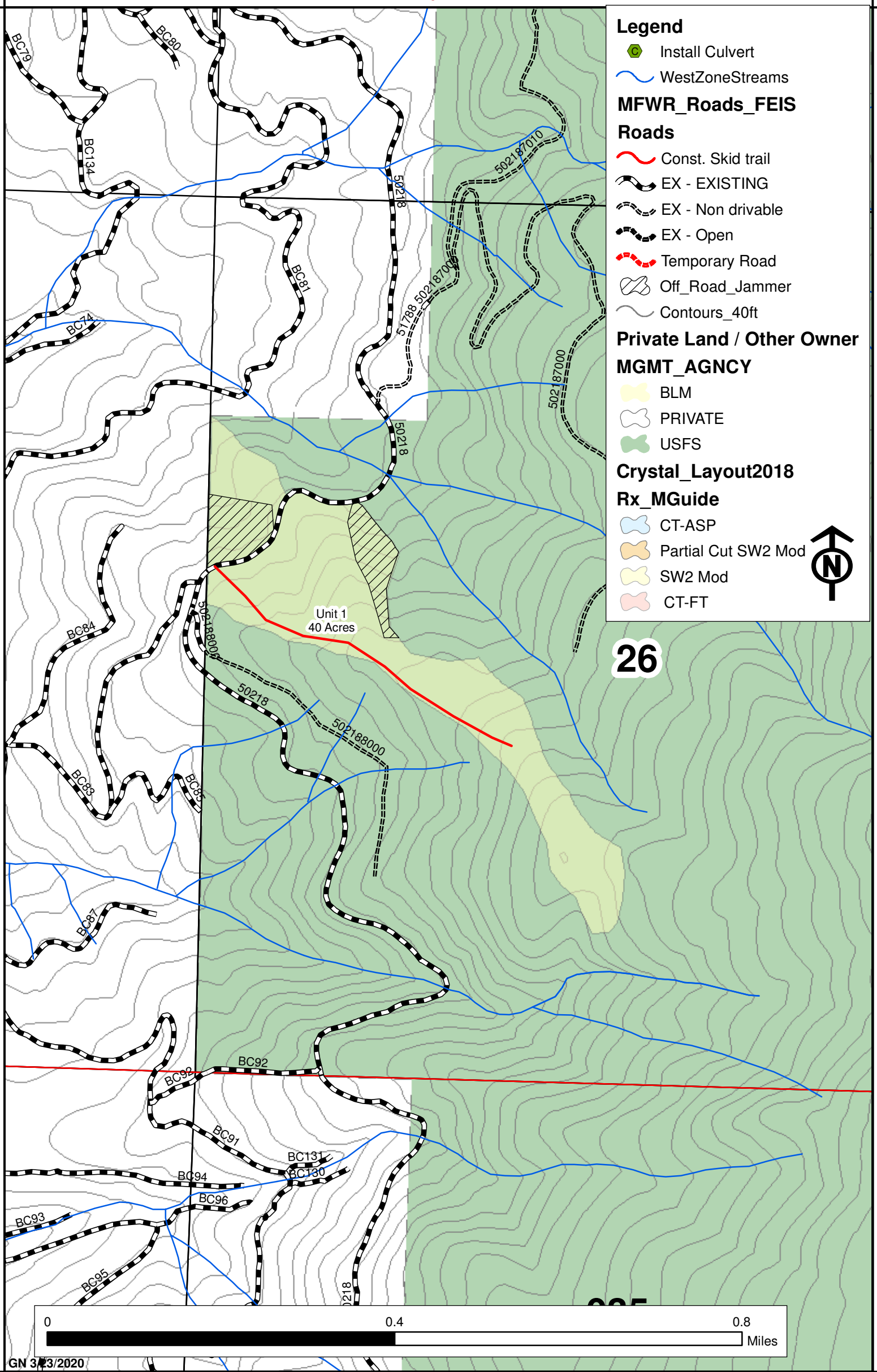
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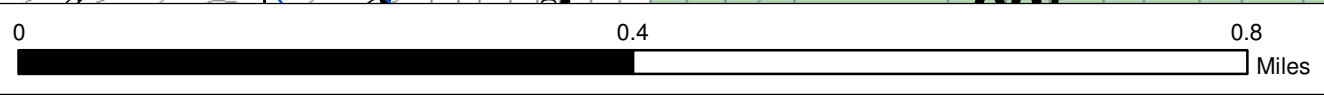


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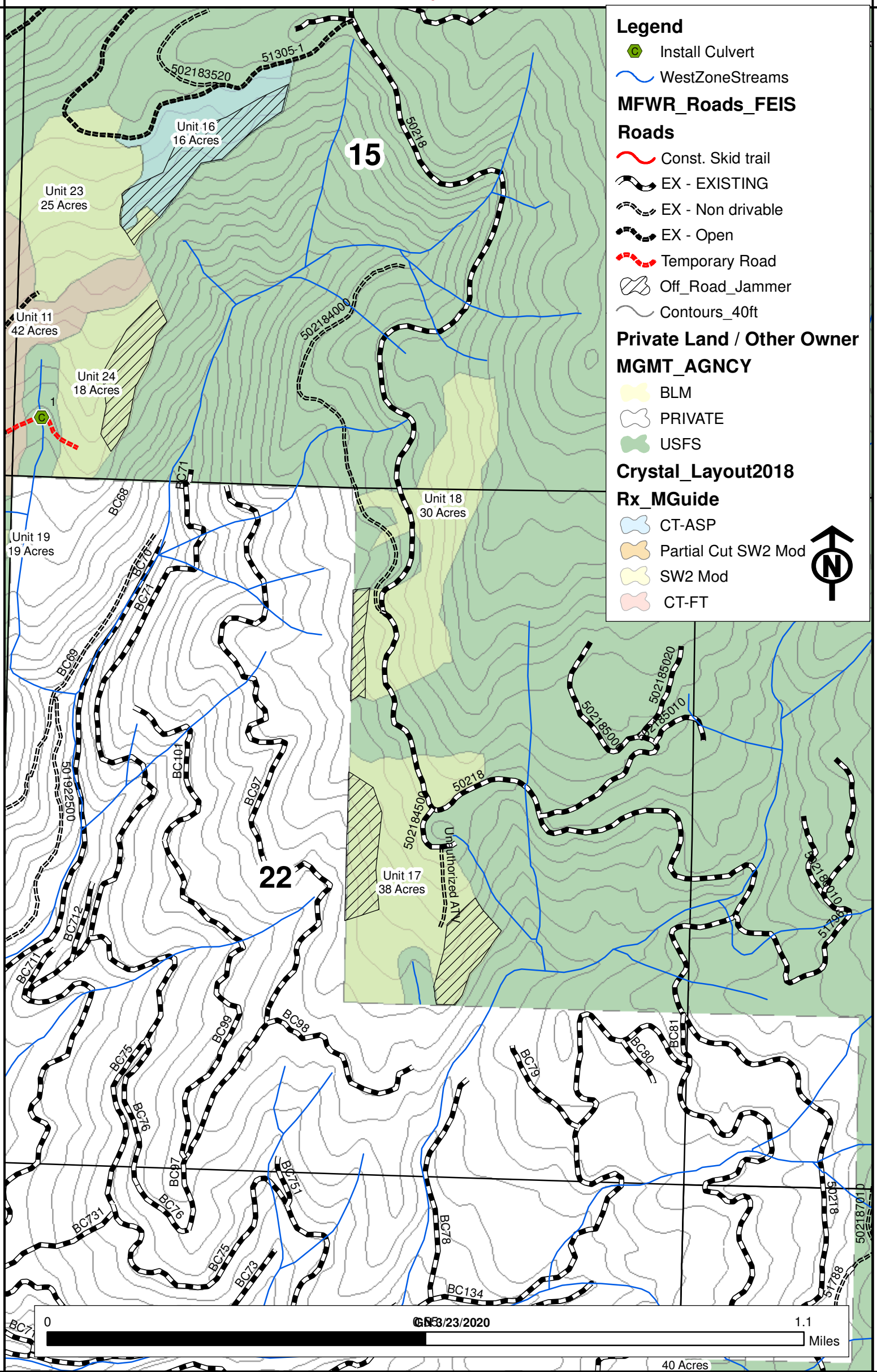
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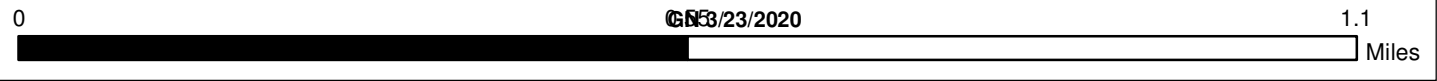


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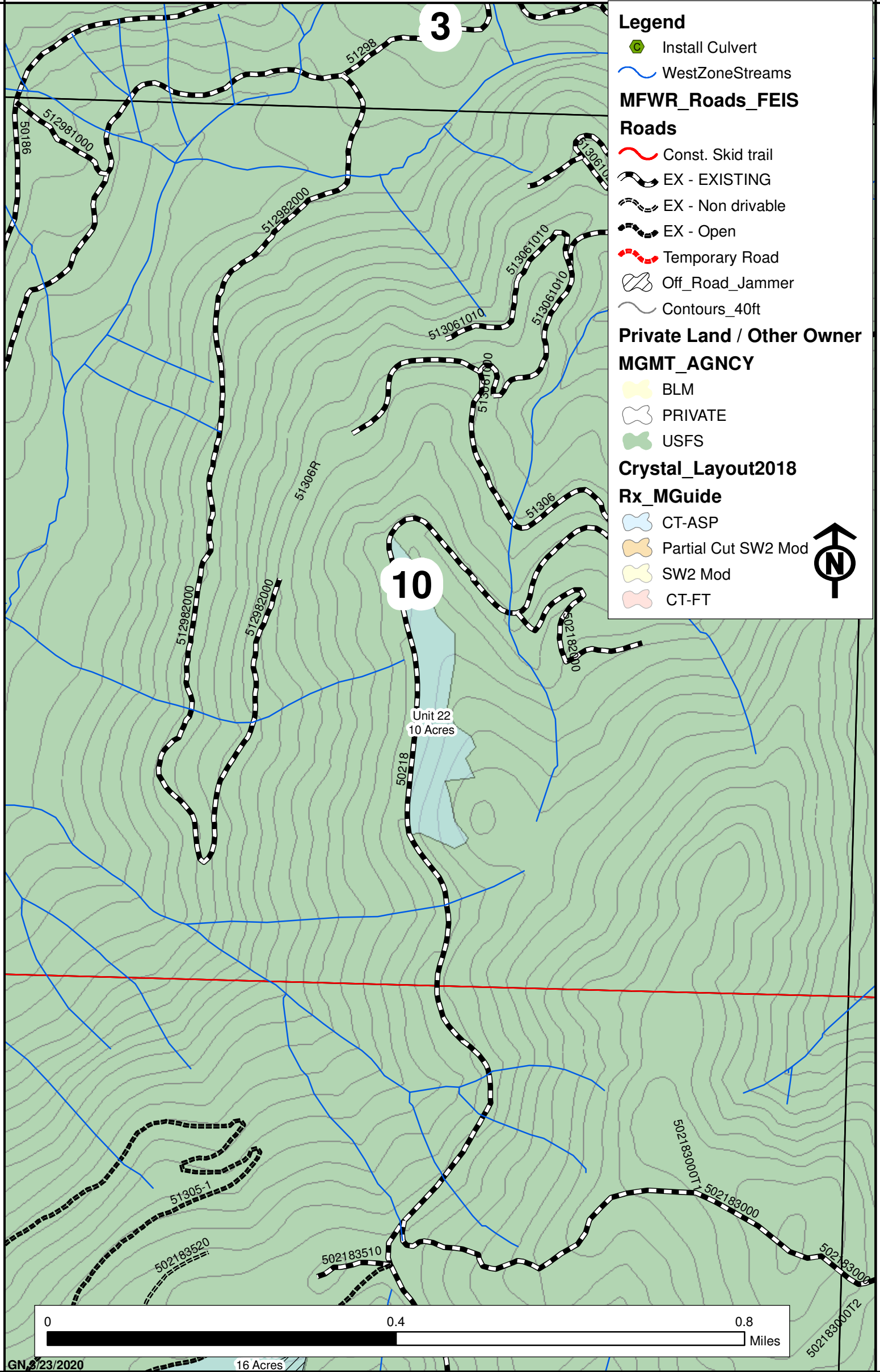
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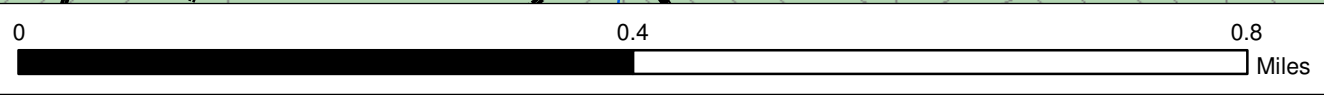
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-  CT-FT



**10**

Unit 22  
10 Acres



















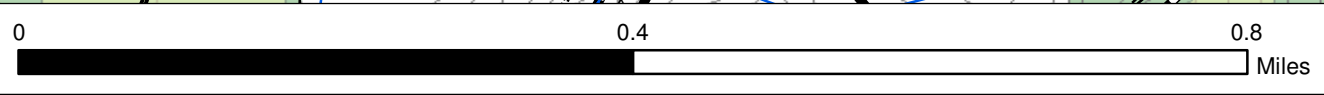
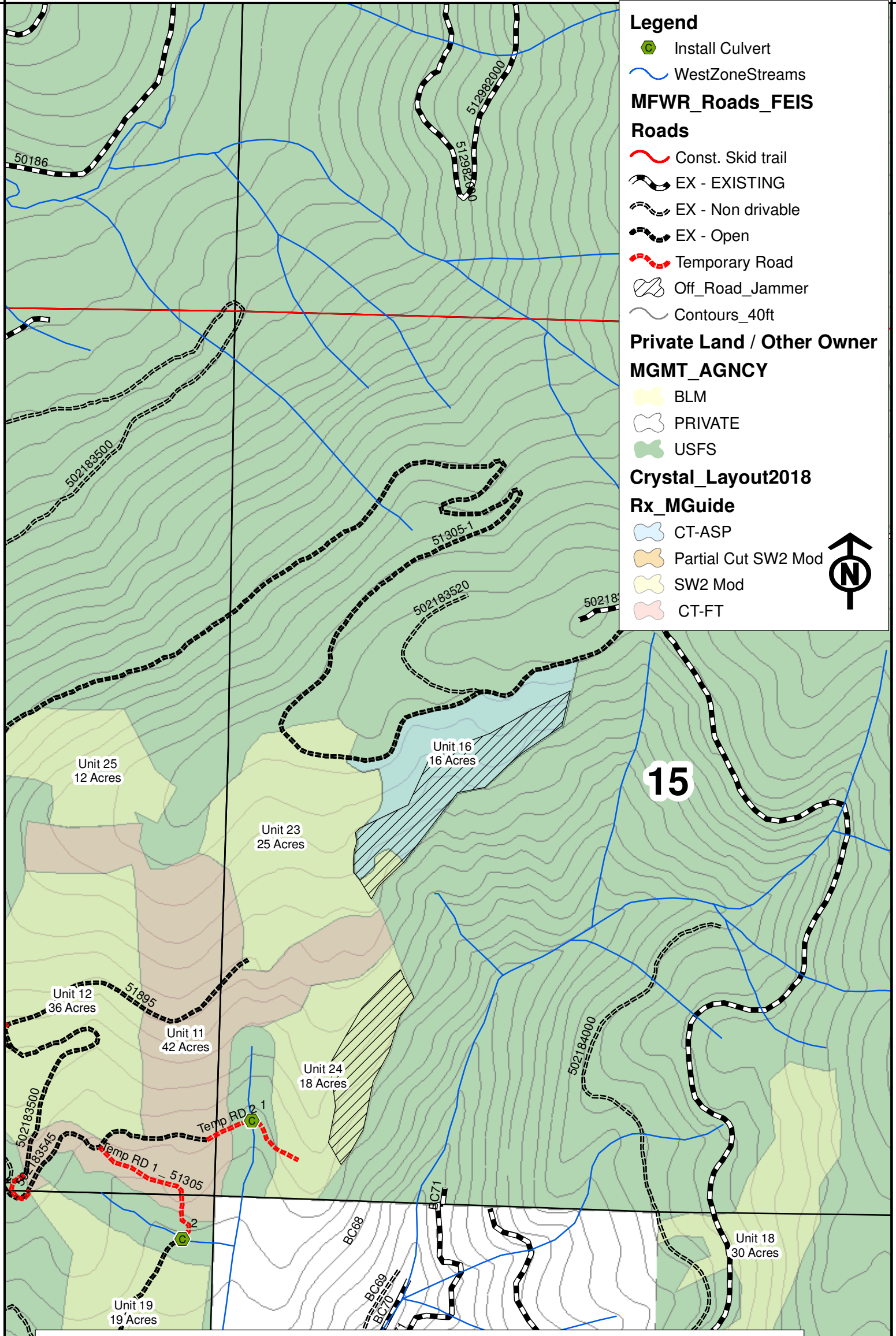
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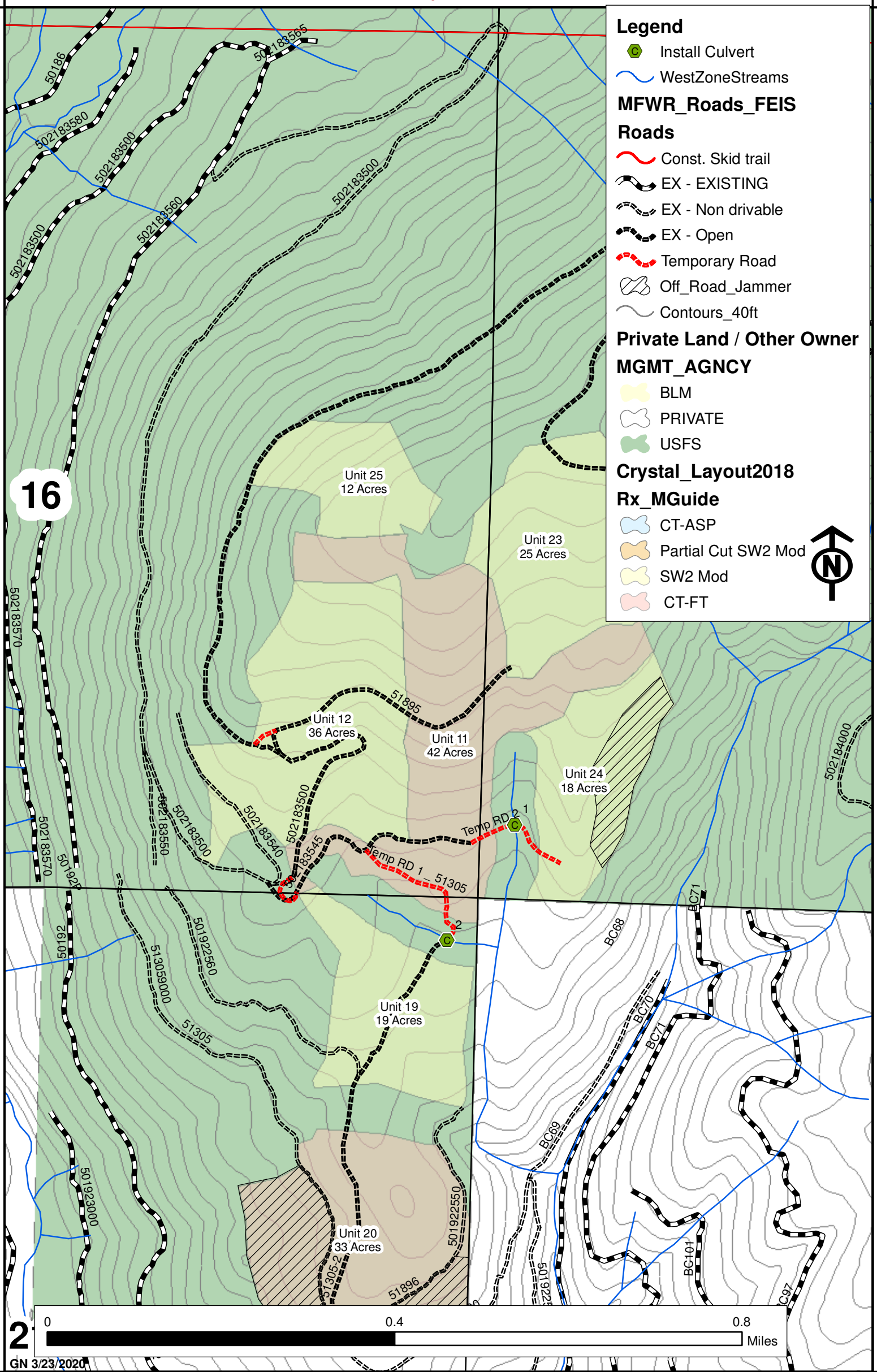
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- CT-FT



16

Unit 25  
12 Acres

Unit 23  
25 Acres

Unit 12  
36 Acres

Unit 11  
42 Acres

Unit 24  
18 Acres

Unit 19  
19 Acres

Unit 20  
33 Acres

Temp RD 2 1

Temp RD 1 51305

BC68

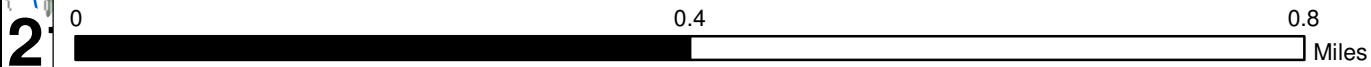
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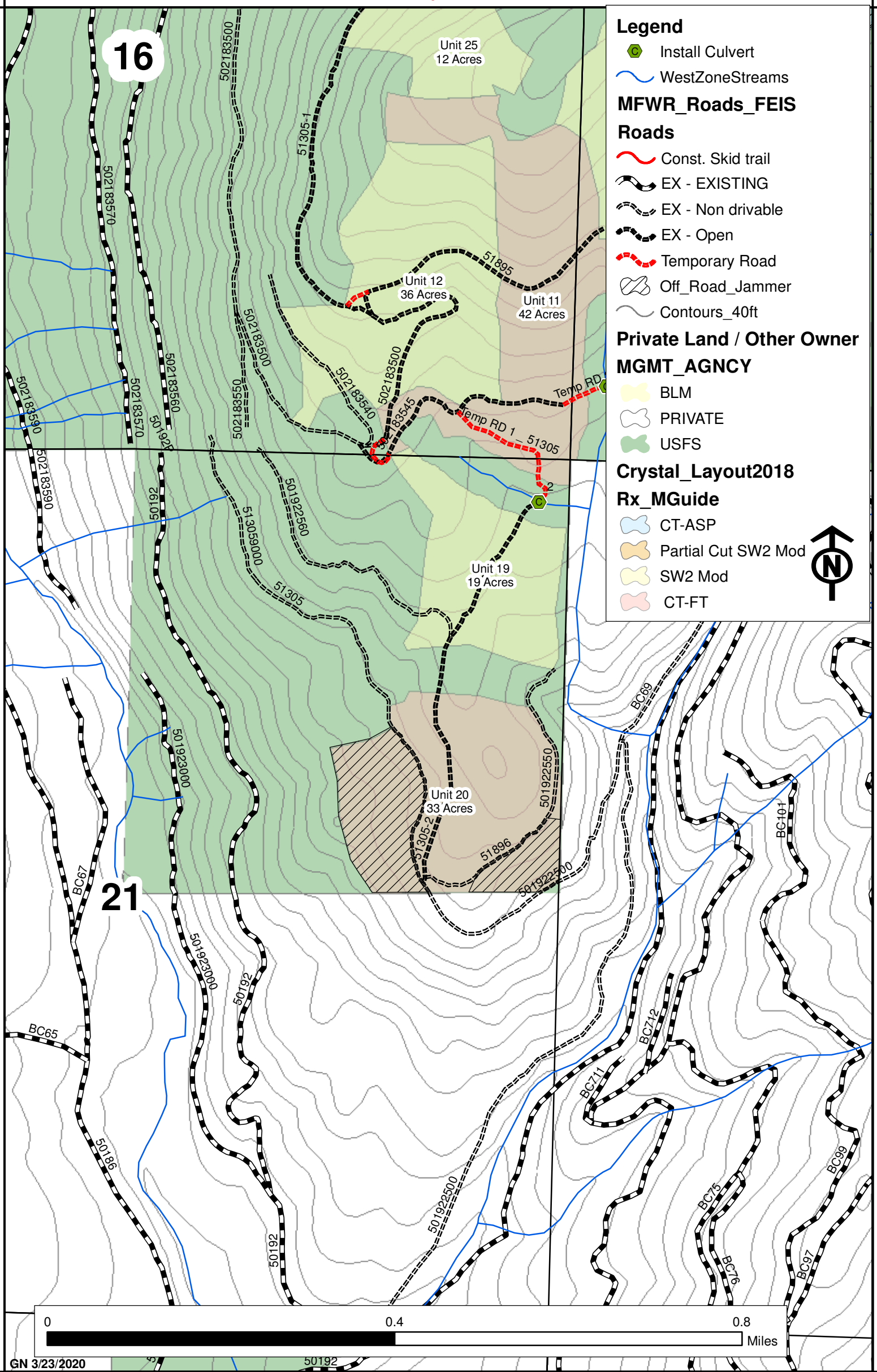
BC71

BC101

BC97

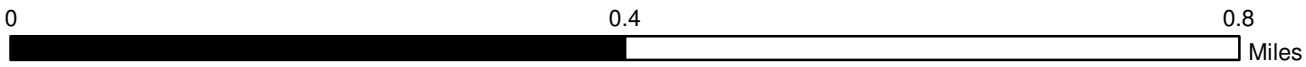






**Legend**

- Install Culvert
- WestZoneStreams
- MFWR\_Roads\_FEIS**
- Roads**
- Const. Skid trail
- EX - EXISTING
- EX - Non drivable
- EX - Open
- Temporary Road
- Off\_Road\_Jammer
- Contours\_40ft
- Private Land / Other Owner**
- MGMT\_AGENCY**
- BLM
- PRIVATE
- USFS
- Crystal\_Layout2018**
- Rx\_MGuide**
- CT-ASP
- Partial Cut SW2 Mod
- SW2 Mod
- CT-FT



## APPENDIX A

<b>Crystal GNA Project - Data Collection Standard Operating Procedures</b>	
<b>Resource Area:</b>	Rare and Sensitive Plants
<b>Forest Service Contact:</b>	Kristin Williams –Forest Botanist
<b>Phone &amp; e-mail</b>	208-634-0787
<b>Data to be collected: Conduct rare and sensitive plant surveys for PAF rare plants and IDFG species of concern</b>	
<p>Prepare pre-field data to determine what plants and habitat are likely to occur in the project area. Revisit all known rare plant locations and document population information using Idaho Fish and Game report form. Conduct rare plant surveys to determine the presence/absence of rare plants in all new road construction, reconstruction, and temporary roads proposed for the project and other proposed ground disturbance areas within the project activity area, such as areas where skidding, piling or heavy equipment traffic might occur. Maintain maps (GPS) of all areas walked/surveyed. Map locations of all rare plants using GPS and fill out site/population information on the Idaho Fish and Game form. Take digital photos of rare plants and suitable habitat found and any potential impact or mitigation areas. Maintain a list of all weeds and locations (GPS) and note weed threats to rare plant populations and habitat. Assess rare plant conservation opportunities during the surveys and note where these opportunities exist along with direct and indirect impacts. Develop GIS layer of all survey routes, rare plant sites and weed sites within the project area on both topo and aerial photos. Photograph digitally all rare plant sites and threats or opportunities noted during surveys. Follow protocol in attached Survey Guide and deliverable requirements. Complete draft and final technical report.</p>	
<b>Methodology:</b>	
<p>Within the Project Area:</p> <ul style="list-style-type: none"> <li>- Conduct Pre-field evaluation and review target species with the Forest Botanist before conducting field surveys.</li> <li>- Conduct rare plant surveys at the proper time of year using a random, intuitive survey. Survey all proposed temporary, new, and proposed reconstruction roads, gravel sources and other ground disturbing activities in the project activity area if they contain rare plant habitat and propose mitigations needed to avoid effects.</li> <li>- Maintain log of survey routes, rare plant locations and areas surveyed that do not have rare plants using GPS.</li> <li>- Maintain log of survey dates, locations, hours, personnel and observations.</li> <li>- Maintain a complete list of plants encountered during the surveys.</li> <li>- Revisit all known rare plant sites and update the occurrence data using Idaho Fish &amp; Game form. Each new rare plant site should be digitized, and information recorded on the Idaho Fish and Game report form. (<a href="https://idfg.idaho.gov/species/observations/plant">https://idfg.idaho.gov/species/observations/plant</a>)</li> <li>- Contact the Forest Botanist to see if a voucher specimen, a field visit, or digital photos are needed to confirm identification.</li> <li>- Collect digital photos of all rare plants, suitable and occupied rare plant habitat, and sites noted to have potential threats or mitigation opportunities to visually explain species identification and habitat/threat/mitigation assessment calls.</li> <li>- Submit and review survey data with the Forest Botanist to agree that surveys are complete.</li> <li>- Develop a draft technical report for review with the Forest Botanist with the required information listed in the attached survey guide a before completing the final document</li> <li>- Submit final technical report in printed and digital formats</li> <li>- Maintain ethical collection standards and land use conservation and ethics during surveys</li> </ul>	
<b>Deliverables</b> (format, products GIS, data entry into files/databases, summary write-ups, comparisons to Forest Plan], etc.): SEE REQUIREMENTS FOR EACH IN ATTACHMENTS	
<ol style="list-style-type: none"> <li>1) Task 1 -- <b>Pre-field Evaluation</b> -- review with Forest Botanist</li> <li>2) Task 2 – <b>Field Survey Reports</b> -- review with Forest Botanist before starting draft technical report</li> <li>3) Task 3 – <b>Draft Botanical Technical Report</b> -- Review draft with Forest Botanist before writing the final report</li> <li>4) Task 4 – <b>Final Botanical Technical Report</b></li> </ol>	
<b>Other info provided by Forest Service:</b>	
<ol style="list-style-type: none"> <li>1) List of rare plant species currently tracked by the Forest Service on the Payette</li> <li>2) Idaho Fish &amp; Game site and forms for recording all rare plant occurrences (online)</li> <li>3) GIS Map with Known Rare Plant Locations</li> <li>4) GIS Vegetation Map</li> <li>5) Examples of Technical Reports</li> <li>6) Survey Guidelines and Requirements</li> <li>7) SEE ATTACHMENTS</li> </ol>	

## APPENDIX B

# Guidelines for Surveying and Assessing the Effects of Proposed Projects on Rare, Sensitive, Candidate, Proposed, Threatened, and Endangered Plants.

Adapted from California Department of Fish and Game  
By Kristin Williams  
Forest Botanist  
Payette National Forest  
2000 revised 2020

The following recommendations should help those who prepare and review environmental documents determine **when** to conduct a botanical survey, **who** qualifies to conduct rare and botanical surveys, **how to conduct** field surveys, and **what** information should be contained in the survey report. It is recommended that lead agencies not accept the results of surveys unless conducted according to these guidelines:

### Purpose of Survey & Definitions

Rare vascular and non-vascular plant surveys are conducted to determine the presence, location and occurrence details of rare species in a given study area. Surveys may be conducted for a variety of purposes, such as, a species inventory of an area for conservation planning, or as a pre-disturbance survey to provide information to assess the impacts of a proposed projects. The objective of this document is to provide a standardized approach to the assessment of lands for the presence of rare vascular and non-vascular plant species to ensure that:

- Appropriate methods are used,
- Reliable information on the presence and status of rare vascular and non-vascular plant species in a project area is produced,
- The potential of locating a rare vascular and non-vascular plant species in a study area is maximized,
- Surveys are conducted in a way that is consistent with Forest Service objectives to conserve native plants and habitats, and
- Survey effort and survey results are appropriately recorded and reported.

Rare, threatened, and endangered plants are not necessarily limited to those species "listed" by state and federal agencies but should include any species that are rare based on the best and most current scientific data.

A plant is "rare" when, although not presently threatened with extinction, the species, subspecies, or variety occurs in such small numbers throughout its range that it may become endangered. Definitions for candidate, proposed, threatened and endangered plant species are available from U.S. Fish and Wildlife Service <https://www.fws.gov/endangered/about/glossary.html>

Rare natural communities are those communities that are of highly limited distribution. These communities may or may not contain rare, threatened, or endangered species. Sensitive plants are those plant and animal species identified by a Regional Forester for which population viability is a concern, as evidenced by significant current or predicted downward trends in population numbers or density and/or significant current or predicted downward trends in habitat capability that would reduce a species' existing distribution." (FSM 2670.5)

### Survey Protocol

Use the most current version of the Payette National Forest Rare and Sensitive Plant List (see attachment), the Regional Forests Sensitive Plant List [https://www.fs.usda.gov/Internet/FSE\\_DOCUMENTS/stelprdb5370041.pdf](https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb5370041.pdf) and the Idaho Fish & Game Special Status Plants [https://idfg.idaho.gov/sites/default/files/idnhp\\_tracked\\_plant\\_species\\_2018.pdf](https://idfg.idaho.gov/sites/default/files/idnhp_tracked_plant_species_2018.pdf) as guides to the names and status of rare plants that may occur in the project area

1. Conduct a **pre-field evaluation** to compile information on potential rare species in the project area. This justifies the species targeted for survey and determines what habitats are the focus of surveys. Check floras for key characters useful in differentiating rare species from similar common species. Gather biological and ecological information on potential rare species. Examine herbarium specimens to become familiar with the plants if needed. Note: collecting information on potential rare plants is not a substitute for conducting survey at the appropriate times of the year.

Review the flowering periods and growing requirements for targeted rare species that maybe be encountered in the project area in order to determine survey periods. Determine when potential rare plants at the site will be easiest to identify and use those times to conduct surveys. Two or more survey periods will likely be required in a single season to adequately survey for all rare plants. Data sources are available from the Payette National Forest GIS, Idaho Fish and Game and the Consortium of Pacific Northwest  
<http://www.pnwherberia.org/data/search.php>.

**TASK 1:** From the pre-field evaluation, develop a list of target species with known populations and potentially habitat in the project area, their season of flowering, typical habitats and best time for surveys. **This deliverable document** shall be reviewed by the Payette National Forest Botanist to ensure it is complete before the contractor begins surveys and establishes agreement on what species should be targeted for surveys.

**SIGN-Off: Before starting botanical surveys get approval from the Forest Botanist on the list of plants needing surveys. See example in Appendix A for pre-field table of rare plant species with probable occurrence within the proposed project.**

2. Conduct a botanical field survey to determine the presence and absence of rare plants and the extent that, rare, threatened, or endangered plants will be affected by the proposed project when:
  - Natural vegetation occurs on the site and it is unknown if rare, sensitive, threatened, or endangered plants are present;
  - Rare plants or habitats occur on the site, and the project has the potential for direct or indirect effects on vegetation through proposed actions or ground;
  - Rare plants have historically been identified on the project site, but adequate information for impact assessment is lacking.
3. Botanical consultants should possess the following qualifications:
  - Experience conducting floristic field surveys and the ability to recognize most species in the field;
  - Knowledge of plant taxonomy and plant community ecology;
  - Familiarity with the plants of the area, including rare, threatened, and endangered species;
  - Familiarity with the appropriate state and federal statutes related to plants and plant collecting;
  - Experience with analyzing impacts, threats and opportunities of proposed actions on native and rare plant species and communities; and,
  - Demonstrated ability to prepare detailed technical reports using mapping and writing skills.
4. Field surveys should be conducted in a manner that will locate any rare, threatened, or endangered species that may be present. Specifically, rare, threatened, or endangered plant surveys should be:
  - Conducted in the field at the proper time of year when rare, threatened, or endangered species are both evident and identifiable. Usually, this is when the plants are flowering;
  - Done when rare, threatened, or endangered plants are known to occur in the type(s) of habitat present in the project area. Survey intensity varies with topography, vegetation density and visibility, and plant species and size. It is important to emphasize the role of phenology in rare plant surveys. For targeted rare plant surveys, where a single or suite of species is being sought, surveys will concentrate only on suitable habitat within the area of interest



- Floristic in nature. A floristic survey requires the identification of every plant observed to the extent necessary to determine its rarity and listing status. To accurately determine plants that exist on the site, a sufficient number of visits spaced throughout the growing season may be necessary. Two main techniques for rare plant surveys are generally used: random meander and systematic transects. The random meander covers areas that appear likely to have rare taxa, based on habitat and the judgment of the investigator. Searches should concentrate on as many likely sites as is feasible while still sampling each habitat represented in the study area. Meanders involve walking “randomly” through a site or plant community and noting each new species. The Payette Botanist generally recommends the use of the meander technique to maximize coverage of suitable habitats. Documentation of the methods used and the results obtained is necessary for reviewers to be able to judge if survey efforts are adequate. In order to properly characterize the site and document the survey, a complete list of plants observed on the site should be included in the botanical survey report using current taxonomic nomenclature.
- Conducted in a manner that is consistent with conservation ethics. Make collections (voucher specimens) of rare, threatened, or endangered species, or suspected rare, threatened, or endangered species only when such actions would not jeopardize the continued existence of the population and in accordance with applicable state and federal permit requirements
- Documented through digital photography whenever possible, especially when populations are too small to withstand a voucher collection, photography can document the species and habitat. Use digital photography to document possible threats and management opportunities to rare plant populations. Photos should contain GPS location and be included in the report. Photographs should have an indication of scale. A 15 cm ruler is preferred, but if one is not available use an object that is commonly available such as a U.S. penny or nickel. Larger scale pictures are useful to detail habit, habitat quality, and location. A complete description of the plant characteristics should accompany any records not documented by a voucher. Check identifications using herbarium collections and with experts to obtain verifications.
- Conducted using field techniques to ensure thorough coverage of potential impact areas of possible rare plant habitat. Document well when a rare, threatened, or endangered plant (or rare plant community) is located. Use the Idaho Fish & Game Field Survey Form <https://idfg.idaho.gov/species/observations/plant> accompanied with appropriate digital mapping and submit each element occurrence to the Idaho Fish & Game and the Forest Service Botanist upon completion of the survey.
- Conducted where direct and indirect effects such as but not limited to harvest units, road construction & reconstruction, and other activities that produce ground disturbing activities.

All known rare plant sites identified in the project area from the pre-field evaluation shall be revisited and element occurrence data updated in the Idaho Fish and Game database. Revisits should assess threats and opportunities and note any weeds in and near the rare plant populations.

All ground-disturbing activities within rare plant habitat should be surveyed for impacts to rare plant populations and habitat. Impacts should be evaluated along with recommendations for mitigation.

**TASK 2:** Copies of all rare plant occurrence information should be delivered to the Forest Botanist at the end of field surveys. This deliverable document shall be reviewed with the Payette National Forest Botanist to ensure surveys are complete before the contractor begins the final technical report.

**SIGN-Off:** **Before starting the final technical report get the Forest Botanist review and approval of the completed the element occurrence data and the survey routes. See example in Appendix A for examples of element occurrence data.**

5. Technical Botanical Report of field surveys and assessments should contain the following information in digital form and deliverable hard copy:

- Project description, including a detailed map of the project location.
- A written description of biological setting referencing habitat types or plant communities encountered and a basic vegetation map.

- Detailed description of survey methodology.
- Dates of field surveys, total person-hours spent on field surveys, and the names of field investigators.
- Results of field survey should include detailed maps of survey routes (the track function on GPS) and specific location data for each rare plant population found and digital documentation of population boundaries.
- A complete list of all plants observed within the project area. Plants should be identified to the taxonomic level necessary to determine whether they are rare, sensitive, threatened or endangered. Taxonomic nomenclature should use the *Flora of North America* or *Flora of the Pacific Northwest* or other accepted names.
- Voucher specimens should be collected for any sensitive or rare plants not listed as threatened, endangered, and proposed or candidate species. Voucher specimens will become property of Payette National Forest Botanist upon completion of the surveys where they will be deposited the local herbarium or into the University of Idaho herbarium.
- Survey Forms used to record routes, rare plant locations, weed locations and recorded threats or management opportunities observed during surveys. All Idaho Fish Game report forms used for element occurrence locations.
- Digital photos with accompanying explanations of information.
- An assessment of potential project effects, management opportunities and observed direct or indirect effects. This should include a map showing the distribution of plants in relation to proposed and ongoing activities, and threats and opportunities observed in the field. Include a map of all weed locations encountered during botanical surveys with corresponding GPS locations.
- Discussion or statements of the significance of rare, threatened, or endangered plant populations in the project area considering nearby populations and total species distribution if known.
- Recommended measures to avoid impacts that appear obvious at the time of the surveys and in relationship to the proposed project activities.
- Description of reference site(s) visited and phenological development of rare, threatened, or endangered plant(s).
- Botanical references or keys used, persons contacted, and herbaria visited to make determinations if not readily noted in the field.
- Recommendations and Follow-up and Monitoring Needed
- Signature Sheet and Professional Sign-off
- Credentials of field botanist(s) and author(s)

Table of Contents for reporting should be similar to the following and include the above information.

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- Appendix A Vascular plant species observed
- Appendix B Rare plant species locations
- Appendix C Representative photographs
- Appendix D Idaho Fish & Game field forms
- Appendix E Botanist resumes

**TASK 4:** Develop a **draft** botanical technical report to be reviewed by the Forest Botanist. **This deliverable document** ensures agreement before the contractor begins the final technical report.

**TASK 5:** Deliver a **final** botanical technical report could be reviewed and signed by the Forest Botanist. **This deliverable document** should be delivered as hard copy and electronic copy.

**Table 1. Federally Listed Threatened and Candidate Plants that the PNF addressed in past projects and continues to watch for during botanical surveys.**

Species Name	Common Name	Global <sup>1</sup>	State <sup>2</sup>	USFWS	Global Distri
<i>Botrychium lineare</i>	Slender moonwort	C - G1	SH	Removed as candidate in 2008	sd
<i>Howellia aquatilis</i>	Water howellia	T - G2	S1	Fed. listed	sd
<i>Mirabilis macfarlanei</i>	MacFarlane's four-o'clock	T - G2	S1	Fed. listed	le
<i>Silene spaldingii</i>	Spalding's silene	T - G2	S1	Fed. listed	re
<i>Spiranthes diluvialis</i>	Ute Ladies'-tresses	T - G2	S1	Fed. listed	Sd
<i>Pinus albicaulis</i>	Whitebark Pine	C	-	Candidate	-

<sup>1</sup>**Global** - Global ranking as assigned by Natural Heritage Program and Idaho Native Plant Society. **T** = Threatened, **C** = Candidate. **G1** = Globally Critically Imperiled, **G2** = Globally Imperiled <sup>2</sup>**State** - Idaho State Ranking. **SH** = State Historical Occurrence, **S1** = State Critically Imperiled, **S2** = State Imperiled-**Global Distribution** - **d** = disjunct, **le** = local endemic (< 100 square miles), **re** = regional endemic (distribution 100-10,000), **sd** = sparsely distributed (isolated populations), **p** = peripheral, **w** = widespread, **cb** = circumboreal, circumpolar.

**Table 2. Federal and State Status, Current and Proposed Forest Service Status, and Global Distribution of the Plant Species of Concern on the Payette National Forest.**

Species Name	Common Name	Global <sup>1</sup>	State <sup>2</sup>	Forest Service Status <sup>3</sup>		Global Distrib. <sup>4</sup>
				Regional Sensitive	PNF Plan	
				Current	Proposed	
<i>Allium madidum</i>	swamp onion	G3	S3	S	S	re
<i>Allium tolmiei</i> var. <i>persimile</i>	Tolmie's onion	G4G5/T3	S3	S	S	le
<i>Allium validum</i>	Tall Swamp Onion	G4	S3	N	W	w
<i>Allotropa virgata</i>	candystick	G4	S3	S	W	d
<i>Arabis sparsiflora</i> var. <i>atrorubens</i>	Sicklepad Rockcress	G5T3	-	-	W	w
<i>Astragalus paysonii</i>	Payson's milkvetch	G3	S3	S	S	re
<i>Astragalus vexilliflexus</i> var. <i>vexilliflexus</i>	bent flowered milkvetch	G4/T? <sup>5</sup>	S1	N	S	d
<i>Botrychium lanceolatum</i>	Lance-leaved moonwort	G5T4	S3	N	W	cb
<i>Botrychium lineare</i>	Slender moonwort	C-G1	SH	S	W	sd
<i>Botrychium simplex</i>	Least moonwort	G5	S2	S	W	cb
<i>Buxbaumia viridis</i>	green bug moss	G4	S2	N	W	w
<i>Calamagrostis tweedyi</i>	Cascade reedgrass	G3	S2	S	S	re
<i>Camassia cusickii</i>	Cusick camas	G4	S2	S	S	re
<i>Carex aboriginum</i>	Indian Valley Sedge	G1	S1	N	W	le
<i>Carex buxbaumii</i>	Buxbaum's sedge	G5	S3	N	W	w
<i>Ceanothus prostratus</i> ssp. <i>prostratus</i>	Mahala-mat ceanothus	G5/?	S1	N	S	d



Species Name	Common Name	Global <sup>1</sup>	State <sup>2</sup>	Forest Service Status <sup>3</sup>		Global Distrib. <sup>4</sup>
				Regional Sensitive	PNF Plan	
<i>Chrysothamnus nauseosus</i> spp. <i>nanus</i>	dwarf grey rabbitbrush	G5/T4	S3	N	W	re
<i>Crepis bakeri</i> ssp. <i>idahoensis</i> .	Idaho hawksbeard	G4/T2	S2	N	S	le
<i>Douglasia idahoensis</i>	Idaho Douglasia	G2	S2	S	W	le
<i>Draba incerta</i>	Yellowstone draba	G5	S2	N	S	re
<i>Eatonella nivea</i>	White eatonella	G4	S3	N	W	d
<i>Epilobium palustre</i>	Swamp Willow Weed	G5	S3	N	W	w
<i>Epipactis gigantea</i>	Giant helleborine orchid	G3	S3	N	S*	sd
<i>Hackelia davisii</i>	Davis' stickseed	G3	S3	N	S	le
<i>Halimolobos perplexa</i> var. <i>perplexa</i>	Puzzling halimolobos	G4/T3	S3	S	S	le
<i>Haplopappus radiatus</i>	Snake River golden weed	G3	S3	S	S	re
<i>Helodium blandowii</i>	Blandow's helodium	G5	S2	N	S	cb
<i>Hierochloa odorata</i>	Sweetgrass	G4/G5	N	N	W	w
<i>Howellia aquatilis</i>	Water howellia	T-G2	S1	N	W	sd
<i>Leptodactylon pungens</i> ssp. <i>hazeliae</i>	Hazel's prickly phlox	G5/T2	S2	S	S	le
<i>Lewisia sacajaweana</i>	Sacajawea's bitterroot	G4	S2	S	S	re
<i>Lobaria scrobiculata</i>	Pored lungwort	G3/G4	S1	N	S	cb
<i>Mimulus clivicola</i>	Bank Monkeyflower	G4	S3	S	W	re
<i>Mirabilis macfarlanei</i>	MacFarlane's four-o'clock	T-G2	S2	N	W	Le
<i>Peraphyllum ramosissimum</i>	Squaw apple	G4	S2	N	S	Sd
<i>Pilophorus acicularis</i>	Nail lichen	G4	S2	N	S	Sd
<i>Polystichum kruckebergii</i>	Kruckeberg's Sword-fern	G4	S2	N	S	re
<i>Pinus albicaulis</i>	Whitebark Pine	C-G3G4	S3	S	S	-
<i>Ribes wolfii</i>	Wolf's current	G4	S2	N	S	D
<i>Rubus bartonianus</i>	Bartonberry	G2	S2	S	S	Le
<i>Salix glauca</i>	gray willow	G5	S2	N	S	D
<i>Sanicula graveolens</i>	Sierra sanicle	G4	S1	N	S	W
<i>Saxifraga bryophora</i> var. <i>tobiasiae</i>	Tobias' saxifrage	G5T2	S2	S	S	Le
<i>Schistostega pennata</i>	Luminous moss	G4	S1	N	W	cb
<i>Sedum borschii</i>	Borch's stonecrop	G4 ?	S2	N	S	Sd
<i>Silene spaldingii</i>	Spalding's silene	T-G2	S1	N	W	re
<i>Spiranthes diluvialis</i>	Ute Ladies'-tresses	T-G2	S1	N	W	re
<i>Triantha occidentalis</i> ssp. <i>brevistyla</i>	Short-style tofieldia	G5/T4	S1	S	S	D
<i>Trifolium douglasii</i>	Douglas clover	G2	S2	N	S	re

<sup>1</sup>**Global** - Global ranking as assigned by Natural Heritage Program and Idaho Native Plant Society. **T** = Threatened, **C** = Candidate. <sup>2</sup>**State** - Idaho State ranking, **SH** = State Historical Occurrence, **S1** = State critically imperiled, **S2** = State Imperiled, **S3**=Vulnerable, **S4**=Apparently secure. **Forest Service Status** - **S** = Region 4 Sensitive, **W** = Forest Watch plants, **N** = No current status. <sup>4</sup>**Global Distribution** - **d** =disjunct, **le** = local endemic (< 100 square miles), **re** = regional endemic (distribution 100-10,000), **sd** = sparsely distributed (isolated populations), **p** = peripheral, **w** = widespread, **cb** = circumboreal, circumpolar.

<sup>2</sup>Based on the results of the Idaho rare plant conference sponsored by the Idaho Native Plant Society in February 2018 Boise, Idaho.  
[https://idahonativeplants.org/wp-content/uploads/2018/04/INPS\\_RARE\\_PLANT\\_LIST\\_2018\\_04\\_06.xls](https://idahonativeplants.org/wp-content/uploads/2018/04/INPS_RARE_PLANT_LIST_2018_04_06.xls)

**Table 3. Idaho Special Status Vascular and Non-vascular Plants known to occur on the Payette National Forest. Derived from IDNHP Tracked Species, June 2018.**

[https://idfg.idaho.gov/sites/default/files/idnhp\\_tracked\\_plant\\_species\\_2018.pdf](https://idfg.idaho.gov/sites/default/files/idnhp_tracked_plant_species_2018.pdf)

# Pre-field Example to help determine what species to survey for and where to survey.

Payette National Forest

Pre-Field Form

PROJECT NAME: Middle Fork Weiser River Landscape Restoration Project

DATE: 7/17/2015

REPORTER/TITLE: Alma Hanson

DISTRICT: Council Ranger District

**LEGAL DESCRIPTION:** The project is located six miles southeast of Council, Idaho in Adams County in T14N, R1E, Section 1; T14N, R2E Section 6; T15N, R1E, Sections 1-5, 9-16, 21-27, 35 and 36; T15N, R2E, Sections 1-12, 14-22, and 28-32; T16N, R1E, Sections 1, 12, 13, 24-27, and 32-36; T16N, R2E, Sections 2-11 and 14-35; T17N, R2E, Sections 27-34, Boise Meridian

Quads: 294-3 Cold Spring Ridge, 294-1 Lone Tree, 295-1 Council Mt., 295-4 King Hill Creek, No Business 311-3.

**POTENTIAL LOCATIONS OF FOREST AND STATE OF IDAHO RANKED SPECIES ON OR NEAR THE PROJECT:**

Habitat and populations for the Forest Sensitive plants: *Allium madidum* (Swamp onion), *Allium tolmiei* var. *persimile* (Tolmie's onion), *Mimulus clivicola* (Bank Monkeyflower), *Pinus albicualis* (White bark pine) and a Forest watch species *Epipactis gigantea* (Giant helleborine orchid) occur in the project area and locations were found in the data base and on records in the PNF Supervisors office.

**Table 1. Federal and State Status, Current and Proposed Forest Service Status Plant Species of Concern on the Payette National Forest with probability of occurrence within the proposed project.**

Past surveys have found no threatened or endangered plants on the PNF and currently no consultation with USFWS is required.

Species Name	Common Name	Global <sup>1</sup>	State <sup>2</sup>	Habitat & Rationale for Eliminating from survey Considerations	Potential Presence in Project Area
<i>Allium madidum</i>	swamp onion	G3	S3	Occurs western Idaho in seasonally wet meadows between 3800-9500 feet elevation – blooms early May-June	Y
<i>Allium tolmiei</i> var. <i>persimile</i>	Tolmie's onion	G4/T3	S3	Occurs in west central Idaho in scar lands on rocky, gravelly ground between 3000-5000 feet elevation –blooms late May to early July	Y
<i>Allium validum</i>	Tall Swamp Onion	G4	S3	Known from only the westside of PNF in high elevation swampy meadows	N
<i>Allotropa virgata</i>	candystick	G4	S3	Known only from old growth lodgepole pine around Warren.	N
<i>Arabis sparsiflora</i> var. <i>atrorubens</i>	Sicklepad Rockcress	G5T3	-	Known from Emery Creek in ponderosa pine grasslands between 2300-3500 feet elevation – blooms May -July	Y
<i>Astragalus paysonii</i>	Payson's milkvetch	G3	S3	On PNF known only from Salmon River in open grasslands from 4500- 6500 feet mixed forest openings FLOERS July -August	N
<i>Astragalus vexilliflexus</i> var. <i>vexilliflexus</i>	bent flowered milkvetch	G4/T? <sup>5</sup>	S1	Restricted to the Cinnabar Stibnite area on the PNF occurs on subalpine ridges in subalpine fir and white bark pine habitat from 7500-8500 feet	N

Species Name	Common Name	Global <sup>1</sup>	State <sup>2</sup>	Habitat & Rationale for Eliminating from survey Considerations	Potential Presence in Project Area
<i>Botrychium lanceolatum</i>	Lance-leaved moonwort	G5T4	S3	Occurs in moist open woodlands, meadows and roadsides throughout most of its range at 3500-5500 feet elevation – visible from early July to August – found near Burgdorf	Y
<i>Botrychium lineare</i>	Slender moonwort	C-G1	SH	Not found on PNF	N
<i>Botrychium simplex</i>	Least moonwort	G5	S2	Occurs in moist open woodlands, meadows and roadsides throughout most of its range at 3500-5500 feet elevation – visible from early July to August –found near Burgdorf	Y
<i>Buxbaumia viridis</i>	green bug moss	G4	S2	Occurs mesic forests form 3500-6500 feet elevation –visible May-August	Y
<i>Calamagrostis tweedyi</i>	Cascade reedgrass	G3	S2	Subalpine slopes and moist meadows often growing an timber edges between 5000-6500 feet elevation –flowers late June to early August	N
<i>Camassia cusickii</i>	Cusick camas	G4	S2	Restrict to Council Weiser area along Snake River and foothills. Occurs ephemeral seeps on steep slopes in bunch grass communities between 1500-3500 feet elevation. Flowers May-June	N
<i>Carex aboriginum</i>	Indian Valley Sedge	G1	S1	Very limited wetlands species found in Adams county – not found on PNF. Elevations between 3200-4500 feet. Flowers and visible June	N
<i>Carex buxbaumii</i>	Buxbaum's sedge	G5	S3	Wetlands, along streams and wet meadows between 2700-6500 feet elevation flowers late June to August	Y
<i>Ceanothus prostratus ssp. prostratus</i>	Mahala-mat ceanothus	G5/?	S1	Restricted to Adams County area on the PNF in Ponderosa pine shrub communities between 3000-4000 feet elevation -- identified without flowers	N
<i>Chrysothamnus nauseosus ssp. nanus</i>	dwarf grey rabbitbrush	G5/T4	S3	Occurs in blue bunch wheatgrass communities between 4000-5200 feet near Hitt Mountains	N
<i>Crepis bakeri ssp. idahoensis.</i>	Idaho hawkbeard	G4/T2	S2	Blue bunch wheatgrass grassland in Snake river Canyon and foothills between 2300-4000 feet elevation -- flowers May-June	N
<i>Douglasia idahoensis</i>	Idaho Douglasia	G2	S2	Subalpine forest with gravelly soils. Currently not found on PNF but plants known from Gold Fork Area on the Boise	N
<i>Draba incerta</i>	Yellowstone draba	G5	S2	Historic site near Warren. Occurs in subalpine granitic high elevation terrain between 7900-9500 feet.	N
<i>Eatonella nivea</i>	White eatonella	G4	S3	Sagebrush grasslands. Known from Ricky Comfort Area between 3200-4200 feet in elevation. Flowers May-June	Y
<i>Epilobium palustre</i>	Swamp Willow Weed	G5	S3	Wet meadows, stream and seep areas from Ponderosa pine habitat to subalpine fir from 2800-6200 feet in elevation.	Y
<i>Epipactis gigantea</i>	Giant helleborine orchid	G3	S3	Moist areas such as springs, streambanks, seeps and thermal sites between 2800- 5300 feet elevation	Y
<i>Hackelia davisii</i>	Davis' stickseed	G3	S3	Grasslands along Salmon River Drainage around 3500 feet in elevation	N
<i>Halimolobos perplexa var. perplexa</i>	Puzzling halimolobos	G4/T3	S3	Open sites in Ponderosa pine and mixed conifers and scree slopes usually granitic between 3500-4600 feet --flowers from May-August	Y
<i>Haplopappus radiatus</i>	Snake River golden weed	G3	S3	Steep rocky hillsides on west side of the PNF in grasslands between 2200-3500 feet elevation flowers in late July	N
<i>Helodium blandowii</i>	Blandow's helodium	G5	S2	Moss – occurs in wetlands and along streams between 3900-6600 feet elevation in and at edges of conifer forests on the eastside of PNF	N

Species Name	Common Name	Global <sup>1</sup>	State <sup>2</sup>	Habitat & Rationale for Eliminating from survey Considerations	Potential Presence in Project Area
<i>Howellia aquatilis</i>	Water howellia	T-G2	S1	Not known from the PNF. Occurs mainly in small, vernal, freshwater wetlands, ponds and oxbows that fill with water in late fall, winter and dry up, by the end of the growing season. Occupied sites are usually less than a meter deep. Occurs near forest edges usually between 2500 and 4500 feet in elevation.	N
<i>Leptodactylon pungens</i> ssp. <i>hazeliae</i>	Hazel's prickly phlox	G5/T2	S2	Grows on near vertical rock outcrops and grasslands in Hells Canyon about 3200 feet in elevation and flowers from early May to July	N
<i>Lewisia sacajawean</i>	Sacajawea's bitterroot	G4	S2	Mostly bare subalpine woodlands and open ridges but also in Ponderosa pine habitat from 4500-6500 feet in elevation – flowers from May-July	Y
<i>Lobaria scrobiculata</i>	Pored lungwort	G3/G4	S1	Lichen occurring on rocks along the Salmon River between 2000-3000 feet elevation.	N
<i>Mimulus clivicola</i>	Bank Monkeyflower	G4	S3	Open pockets of moist, exposed mineral soil in forest gaps where early spring moisture is available between 3200-5600 feet elevation -- flowers in early May- early June	Y
<i>Mirabilis macfarlanei</i>	MacFarlane's four-o'clock	T-G2	S2	Not known from the PNF. Occurs on steep grassland and shrub communities in canyon lands from 1500-2500 feet in elevation. Flowers from May -June	N
<i>Peraphyllum ramosissimum</i>	Squaw apple	G4	S2	Sagebrush grasslands from 3200-5000feet elevation found only in Hitt and Sturgill areas on the PNF	N
<i>Pilophorus acicularis</i>	Nail lichen	G4	S2	Grows on rock and decaying wood, in shade and open sites from low to mid-elevation moist forests and road cuts between 2000-4200 feet elevation. Historical site near Fall Creek on McCall District	Y
<i>Polystichum kruckebergii</i>	Kruckeberg's Sword-fern	G4	S2	High elevation ridgetops and cirques in subalpine fir zone and above between 5000-7500 feet elevation.	N
<i>Pinus albicaulis</i>	Whitebark Pine	G4	S3	Subalpine communities at elevations between 7000-10,000 feet in elevation	Y
<i>Ribes wolfii</i>	Wolf's current	G4	S2	Moist swales and sites in mixed conifer and subalpine forest from 4800-8000 feet typically on eastside of PNF	Y
<i>Rubus bartonianus</i>	Bartonberry	G2	S2	Canyon grass and shrub land in Hells Canyon between 1500-2100 feet elevation. Flowers in April & May.	N
<i>Salix glauca</i>	gray willow	G5	S2	Taxonomic work show it is not known from PNF	N
<i>Sanicula graveolens</i>	Sierra sanicle	G4	S1	Subalpine fir zone in open granitic soils from 5500-7500 feet elevation known from Brundage Mountain area	Y
<i>Saxifraga bryophora</i> var. <i>tobiasiae</i>	Tobias' saxifrage	G5T2	S2	Subalpine fir zone open granitic areas know from Granite Mountain and Slab Butte areas.	N
<i>Schistostega pennata</i>	Luminous moss	G4	S1	Occurs on mineral soil in cervices on fallen tree root masses in mixed conifer and subalpine fir and spruce zones between 4500-7500 feet on the PNF near Hum Lake	Y
<i>Sedum borschii</i>	Borch's stonecrop	G4 ?	S2	Rock outcrops from Ponderosa pine zone to subalpine fir from 1500-7500 feet elevation in Adams and Valley county on the PNF	Y
<i>Sedum valens</i>	Salmon River Stonecrop	G1G2	S1S2	Rock outcrops and slopes of the Salmon River corridor	N
<i>Silene spaldingii</i>	Spalding's silene	T-G2	S1	Dry to moist grasslands in bunchgrass and sagebrush-steppe habitats from 1900 to 3600 ft in elevation. No populations or habitat currently known from the PNF	N
<i>Spiranthes diluvialis</i>	Ute Ladies'-tresses	T-G2	S1	Occurs along riparian edges, gravel bars, old oxbows, high flow channels, and moist to wet	N

Species Name	Common Name	Global <sup>1</sup>	State <sup>2</sup>	Habitat & Rationale for Eliminating from survey Considerations	Potential Presence in Project Area
				meadows along perennial streams from 2100 - 6400 feet. No populations or habitat currently known from the PNF	
<i>Triantha occidentalis</i> ssp. <i>brevistyla</i>	Short-style tofieldia	G5/T4	S1	Wet meadows, stream courses and bogs in the subalpine fir zone at elevations from 5000-7000 feet along Warren Wagon Road	Y
<i>Trifolium douglasii</i>	Douglas clover	G2	S2	Grasslands from 3400-6500 feet in elevations known from areas SE of McCall and the Council area	Y

<sup>1</sup>Global - Global ranking as assigned by Natural Heritage Program and Idaho Native Plant Society. **T** = Threatened, **C** = Candidate. <sup>2</sup>State - Idaho State ranking, **SH** = State Historical Occurrence, **S1** = State critically imperiled, **S2** = State Imperiled, **S3**=Vulnerable, **S4**=Apparently secure. **Forest Service Status** - **S** = Region 4 Sensitive, **W** = Forest Watch plants, **N** = No current status. <sup>4</sup>**Global Distribution** - **d** =disjunct, **le** = local endemic (< 100 square miles), **re** = regional endemic (distribution 100-10,000), **sd** = sparsely distributed (isolated populations), **p** = peripheral, **w** = widespread, **cb** = circumboreal, circumpolar.

<sup>2</sup>Based on the results of the Idaho rare plant conference sponsored by the Idaho Native Plant Society in February, 2018 Boise, Idaho.

[https://idahonativeplants.org/wp-content/uploads/2018/04/INPS\\_RARE\\_PLANT\\_LIST\\_2018\\_04\\_06.xls](https://idahonativeplants.org/wp-content/uploads/2018/04/INPS_RARE_PLANT_LIST_2018_04_06.xls)

**MINIMUM LEVEL OF SURVEY:** Random/Intuitive. Survey general area where project is proposed. Surveys will focus on rare plant habitat and potential habitat currently known in the project area and the ones indicated in the pre-field analysis -- surveys will keep in mind all TES species while traversing the project in a random manner that visits potential habitat of rare plants.

Known sites of rare populations will be visited to update element occurrence data and to assess threats and conservation opportunities.

**POTENTIAL FOR OCCURRENCE:** High in scablands for swamp onion, vernal pools and seeps for Tolmie's onion, forest gaps bankmonkey flower, hot and cold springs and higher elevations sites for giant helleborine orchid and upper elevation ridges for white bark pine.

**POTENTIAL FOR LAND DISTURBANCES:** High in road construction, reconstructions, and road decommissions, harvest units and high fuel areas proposed for burning.

# IDAHO RARE PLANT OBSERVATION REPORT

**Species:** *Astragalus vexilliflexus* var. *vexilliflexus*

**Date(s) of observation:** 08/28/2009

**Observer(s):** Steve Rust

**Contact information** (report submitted by):

Steven K. Rust

PO Box 8662, Boise, ID 83707

[s.rust@msn.com](mailto:s.rust@msn.com), 208 559-6735

## Occurrence Information

This report is for a known occurrence. Element occurrence number 1.

**Site name:** Cinnabar Peak

**Directions:** The site is located in the north central Salmon River Mountains near Stibnite, ID. Access the site using NFSR412 from Yellow Pine; continue on NFSR375 to near Monumental Summit; continue on mining roads which lead northwest to the ridges between Cinnabar Creek and the East Fork of the South Fork Salmon River.

**Landowner:** The occurrence is located on USDA Forest Service, Payette National Forest.

## Location Data

Location data are submitted as a shapefile, digital file, and are listed in Table 1.

The location of the occurrences is shown in Figure 1.

Location data were collected using a navigation grade (Garmin brand)GPS unit.

Data are not differentially corrected.

County: Valley

Quadrangle (USGS 1:24k): Stibnite

Township/Range, Section: T18N R9E Section 11 and 12

## Population Information

**Size:** The estimated number of individuals in the entire population is: ---- stems, 4500 individuals.

**Phenology:** 69% non-reproductive; 31% reproductive.

**Area:** The size of the population area is: 1.032 ha.

**Population condition:** The population vigor is excellent.

**Survey and mapping:** The survey was fairly thorough. The full extent of the population is mapped.

There is not more potential habitat in the area that has not been surveyed.

**Photography:** A list of digital image files follows and is provided with geographic coordinates in Table 1:

20090828IMG\_0469, 20090828IMG\_0470, 20090828IMG\_0471, 20090828IMG\_0472,  
20090828IMG\_0473, 20090828IMG\_0474, 20090828IMG\_0475, 20090828IMG\_0476,  
20090828IMG\_0477, 20090828IMG\_0478, 20090828IMG\_0479, 20090828IMG\_0480.

**Population comments:** Non-reproductive and reproductive plants were tallied on 3 m radius plots subjectively placed within representative occupied habitat. An average of 2.2 plants/m<sup>2</sup> are present. Plant density ranges from 0.8 to 5.3 plants/m<sup>2</sup>. An estimated 0.2 ha area occupancy is used to estimate the total number of stems present.

## Habitat Description

**Plant Association:** *Pinus albicaulis* / *Carex geyeri*.

**Associated species:** *Abies lasiocarpa*, *Achillea millefolium*, *Achnatherum occidentale* ssp. *occidentale*, *Antennaria microphylla*, *Arenaria aculeata*, *Artemisia tridentata* ssp. *vaseyana*, *Carex geyeri*, *Chaenactis douglasii*, *Cymopterus glaucus*, *Elymus elymoides* ssp. *elymoides*, *Erigeron compositus*, *Eriogonum flavum*, *Eriogonum ovalifolium*, *Ionactis stenomeres*, *Juniperus communis*, *Linanthus nuttallii* ssp. *nuttallii*, *Penstemon humilis*, *Phacelia hastata*, *Phlox diffusa*, *Pinus albicaulis*, *Piptatherum exiguum*, *Poa secunda*, *Pseudotsuga menziesii*, *Sedum lanceolatum*, *Solidago missouriensis*, *Stenotus lanuginosus* var. *lanuginosus*, *Trisetum spicatum*, *Woodsia oregana*.

**General habitat description:** The species occurs on moderately steep to steep (primarily) southwestfacing slopes on (typically) shallow, gravelly residuum of metamorphic sandstone on open slopes and within talus. Plants are most commonly within open *Pinus albicaulis* / *Carex geyeri* parkland. On rock outcrops and talus plants occur within *Pinus albicaulis* / *Juniperus communis*, *Carex geyeri* -

*Piptatherum exiguum* ct, and an *Artemisia tridentata* ssp. *vaseyana* plant community.  
 Slope: moderately steep  
 Aspect: SW  
 Minimum Elevation: 8300 ft.  
 Maximum Elevation: 8740 ft.  
 Light regime: open  
 Substrate/soil: shallow, gravelly residuum of metamorphic sandstone parent materials

**Threats comments:** No threats to the species were observed.

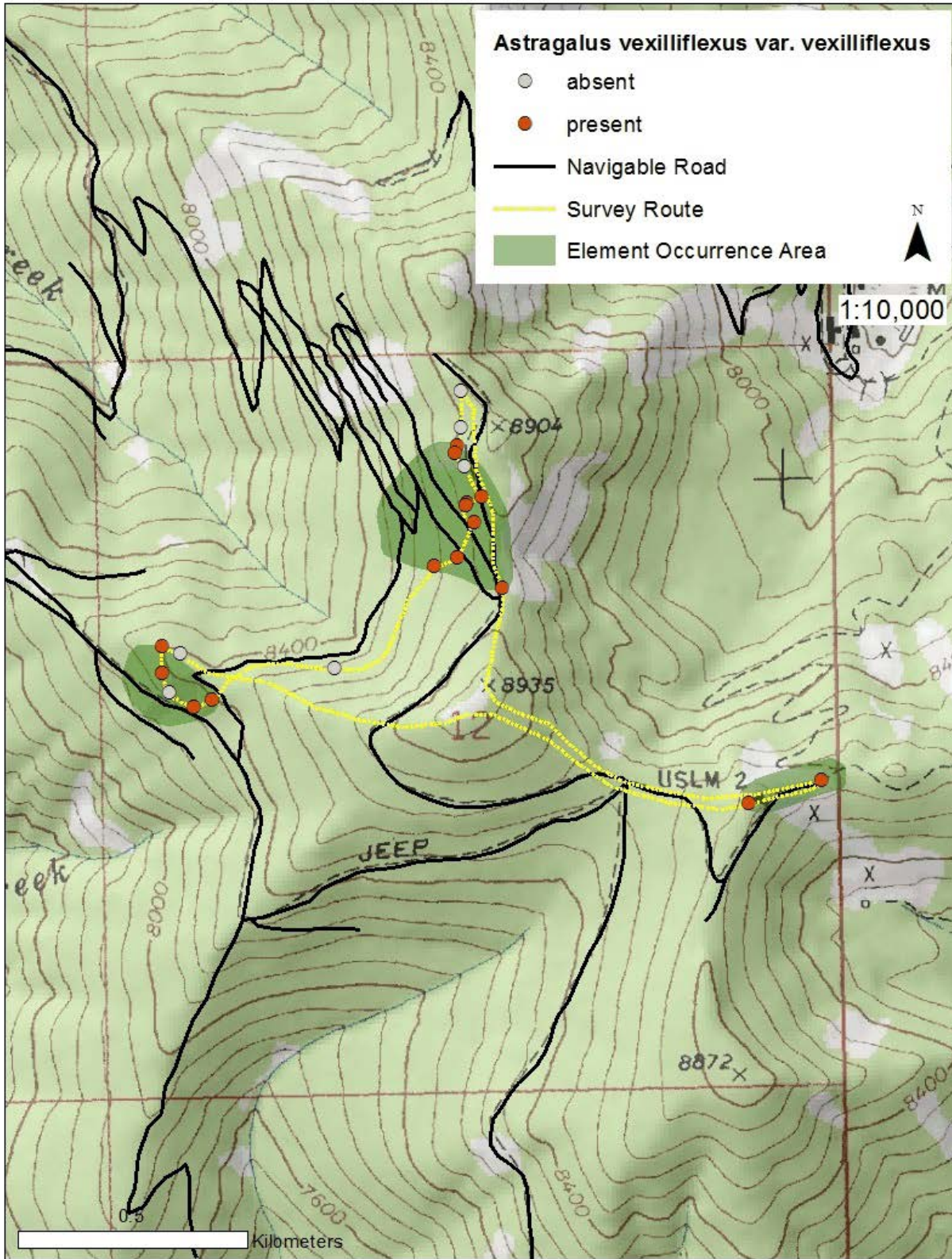
**Condition Rank:** A - Native plant community is intact with zero to low non-native plant species cover and/or minimal anthropogenic disturbance.

**Landscape Context Rank:** B - Surrounding landscape may be partially fragmented, but ecological and hydrological processes are intact.

**Table 1.** Location data for *Astragalus vexilliflexus* var. *vexilliflexus* at Cinnabar Peak. GPS waypoint data for field observations at the site are listed by date with waypoint identification number (IDNT), easting, northing, plant count data (Veg = non-reproductive stem count; Rep = reproductive stem count; Clusters = genetically distinct individual count, whether the species is present or absent, sub-occurrence number (SO), and image file name(s). All geographic data are UTM, WGS84.

IDNT	Date	Zone	Easting	Northing	Veg	Rep	Presence Absence	SO	Image
308	8/28/2009	11T	634149	4974868	12	12	present		20090828IMG_0469, 20090828IMG_0470, 20090828IMG_0471
309	8/28/2009	11T	634059	4975295	0	0	absent		
310	8/28/2009	11T	634058	4975216	0	0	absent		
311	8/28/2009	11T	634050	4975176			present		20090828IMG_0472
312	8/28/2009	11T	634044	4975162	47	33	Pr3sent		20090828IMG_0473
etc	etc	--	--	--	--	--	--		--





**Figure 1.** Location of *Astragalus vexilliflexus* var. *vexilliflexus* at Cinnabar Peak. The location of waypoint observations is overlain on the occurrence polygon (or point) and USGS quadrangle(s): Stibnite.



**Botanical Contracts used on the PNF that have provided reliable surveys include:**

Steve Rust, Boise Idaho

Michael Mancuso, Boise Idaho





**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.