Combined Synopsis/Solicitation

Canyon Tree Planting Services

NAICS Code: 115310 – Support Activities for Forestry $7.5 mil

Solicitation # - AG-05K3-S-16-0010

The Gifford Pinchot National Forest intends to procure services for planting Government-furnished tree seedlings on the Mt. St. Helens Ranger District. The contract requires the planting of approximately 3,100 trees on 27 acres across 3 units.

This acquisition is 100% Small Business set aside. The applicable NAICS code is 115310 – Support Activities for Forestry with a corresponding size standard of $7.5 million. Offerors will be evaluated on price and past performance. A contract will be awarded to the offeror whose submittal, in compliance with the solicitation represents the best value to the Government.

Offers are due March 31, 2016, 1200 PT. All responsible sources may submit an offer which will be considered by the government. In accordance with FAR 4.1102(a), prospective contractors must be registered in the System for Award Management (SAM) database prior to award of a contract. Lack of registration in SAM on the part of the offeror will render an offeror ineligible for award. Offerors may obtain information on the registration and annual confirmation requirements via the internet at http://www.sam.gov//.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: 787364

PAGE 1 OF 55

2. CONTRACT NO.

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: AG-05K3-S-16-0010

6. SOLICITATION ISSUE DATE: 03/22/2016

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: STEVONNE FULLER

b. TELEPHONE NUMBER (No collect calls): 360-891-5085

8. OFFER DUE DATE/LOCAL TIME: 03/31/2016 1200 PT

9. ISSUED BY CODE 05K3

GIFFORD PINCHOT NATIONAL FOREST
10600 NE 51ST CIRCLE
VANCOUVER WA 98682

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR:

☒ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)

NAICS: 115310

SIZE STANDARD: $7.50

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO CODE 05M0

GIFFORD PINCHOT NATIONAL FOREST MT
2455 HWY 141
TROUT LAKE WA 98650-9046

16. ADMINISTERED BY CODE 05K3

GIFFORD PINCHOT NATIONAL FOREST
10600 NE 51ST CIRCLE
VANCOUVER WA 98682

17a. CONTRACTOR/ OFFEROR CODE

FACILITY CODE

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Canyon Tree Planting Services Period of Performance: 2 Days after Notice to Proceed.				
001	Complete offer and submit by 3/31/2016 1200 PT. Email offers are accepted. Email offers to scfuller@fs.fed.us. Email offers must be followed by a signed hard copy original SF-1449 to the address listed in Box 16.				
	(Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☒ ARE NOT ATTACHED.

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*: STEVONNE FULLER

31c. DATE SIGNED

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED AG-05K3-S-16-0010	PAGE 2	PAGE 55

NAME OF OFFEROR OR CONTRACTOR:

ITEM NO.	SECTION B SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Plant approximately 3100 bareroot seedlings at 19 ft spacing on 27 acres of the Canyon timber sale. Western red-cedar will need protective tubing installed (approx. 2000 tubes).				
	Proposed start date = April 5, 2016, pending snow melt.				
	Notice to Offerors: .				
Item 1	Canyon	ESTIMATE			
1.1	Unit 12 Plant 19' X 19'	23	Acres	$_____	$_____
1.2	Unit 10 Plant 19' x 19'	3	Acres	$_____	$_____
1.3	Unit 16 Plant 19' x 19'	1	Acres	$_____	$_____
	TOTAL	27	Acres		$_____

SECTION 2 – CONTRACT CLAUSES AND PROVISIONS

FAR 52.212-4 Contract Terms and Conditions—Commercial Items (MAY 2015)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine

restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109 , which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the

"Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through https://www.acquisition.gov.

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

--Addendum to FAR 52.212-4 ---

FAR 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

FAR 52.223-1 Biobased Product Certification (MAY 2012)

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of provision)

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
www.arnet.gov/far/
www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.223-2	Affirmative Procurement of Biobased Products under Service and Construction Contracts (SEP 2013)
52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2011)
52.232-11	Extras (JUL 2013)
52.237-1	SITE VISIT (APR 1984)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
52.242-14	Suspension of Work (APR 1984)
52.242-15	Stop Work Order (AUG 1989)
52.242-17	Government Delay of Work (APR 1984)
52.246-4	Inspection of Services - Fixed Price (AUG 1996)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

452.236-77 Emergency Response (NOV 1996)

AGAR 452.236-72 Use of Premises (FEB 1988)

(a) Before any camp, quarry, borrow pit, storage, detour, or bypass site, other than shown on the drawings, is opened or operated on USDA land or lands administered by the USDA, the Contractor shall obtain written permission through the Contracting Officer. A camp is interpreted to include the campsite or trailer parking area of any employee working on the project for the Contractor.
(b) Unless excepted elsewhere in the contract, the Contractor shall (i) provide and maintain sanitation facilities for the workforce at the site and (ii) dispose of solid waste in accordance with applicable Federal, State, and local regulations.

FSAR 4G52.222-701 Employment of Eligible Workers (DEC 1999)

Section 274A of the Immigration and Nationality Act (8 USC 1324a) makes it unlawful for an employer to hire undocumented workers. The Immigration and Naturalization Service (INS) has established the Form I-9, Employment Eligibility Verification Form, as the document to be used for employment eligibility verification (see 8 CFR 274a).

The contractor is required to (1) have all employees complete and sign the I-9 Form to certify that they are eligible for employment; (2) examine documents presented by the employee and ensure the documents appear to be genuine and related to the individual;

(3) record information about the documents on the form, and complete the certification portion of the form; (4) retain the form for three years, or one year past the end of employment of the individual, whichever is longer.

It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status.

Compliance with Section 274A of the Immigration and Nationality Act (8 U.S.C. 1324a) is a material condition of the contract. If the contractor employs unauthorized workers during contract performance in violation of section 274A, the Government may terminate the contract, in addition to other remedies or penalties prescribed by law.

For further information on the requirements of the Act, contractors should contact the Employer and Labor Relations Officer of their local INS office.

FSAR 4G52.222-702 Labor Standards for Contracts Involving Migrant and Seasonal Agricultural Workers (DEC 1999)

(a) *General.* This contract is subject to the Migrant and Seasonal Agricultural Workers Protection Act (MSPA) (29 U.S.C 1801-1872) and to Department of Labor regulations implementing MSPA (see 29 CFR 500). The purpose of MSPA is to eliminate activities that are detrimental to migrant and seasonal agricultural workers, to require registration of farm labor contractors, and to assure necessary protections for the workers. In addition to traditional farm labor activities, the Act applies to predominately manual forestry work including, but not limited to, tree planting, release, precommercial thinning, and site preparation and wildland fire fighting.

(b) *Definitions.*

"Migrant Agricultural Worker" and "Seasonal Agricultural Worker", as used in this clause, mean individuals employed in agricultural (including forestry) work on a seasonal or temporary basis. A worker who moves from one seasonal activity to another is employed on a seasonal basis even though the worker may continue to be employed during a major portion of the year. Migrant workers are required to be absent overnight from their permanent place of residence. Seasonal workers are not required to be absent overnight from their permanent place of residence. Members of the contractor's immediate family are not considered to be either migrant or seasonal workers. "Immediate family" includes only (1) spouse; (2) children, stepchildren, or foster children; (3) parents, stepparents, or foster parents; and (4) brothers and sisters.

"Farm Labor Contractor", as used in this clause, means an individual who, for any money or other valuable consideration, paid or promised to be paid, performs any recruiting, soliciting, hiring, employing, furnishing, or transporting of any migrant or seasonal agricultural worker.

(c) *Registration Requirement.* Any contractor who provides or hires migrant or seasonal workers to perform agricultural or manual forestry work shall first obtain a Certificate of Registration from the Department of Labor or an authorized State agency. The contractor shall carry the Certificate at all times while engaged in contract performance, and shall display it upon request. Any of the contractor's employees who also perform any one or more of the activities defined for a "Farm Labor Contractor" in paragraph (b) must have their own Farm Labor Contractor Employee Certificate.

(d) *Worker Protections.* The contractor shall comply with the following protections and standards related to wage disclosure, record keeping, vehicle safety, and housing:

(1) The contractor shall display and maintain at the place of employment the MSPA poster provided by the Department of Labor.

(2) Wage and Payroll Standards

(i) The contractor shall disclose in writing to each worker in a language common to the worker the full terms of their employment, including workers compensation information, at the time they are recruited or hired. The Department of Labor provides an optional form WH-516 for contractor's use in disclosure.

(ii) The contractor must keep the following payroll records for each employee: name, address, social security number, basis for wages (i.e. per hour, per tree, per acre), number of units earned if paid on a per unit basis, hours worked, total pay, withholdings and purpose for each, and net pay. Payroll records shall be retained for three years.

(iii) Payments must be made no less frequently than every two weeks or semi-monthly. At the time of each payment, the contractor shall provide to the employee a written itemization of the information listed above and which shall include the employer's tax identification number.

(iv) If paid on a piece rate basis, the employee's wage must be at least equivalent to the required hourly wage for the hours worked, including overtime differential for time in excess of 40 hours per week.

(3) Motor Vehicle Safety

(i) The contractor must be register all vehicles used to transport employees, unless employees provide their own transportation or carpool by their own arrangement in one of their own vehicles. The authorization to transport employees must appear on the contractor's certificate. If the contractor directs or requests employees to carpool, the registration requirement is still applicable. Any driver who transports workers for a fee or at the direction of the contractor must be registered as a farm labor contractor or a farm labor contractor employee.

(ii) Any vehicle under the ownership or control of the contractor shall comply with safety standards applicable to that vehicle. Generally passenger vehicles or station wagons must comply with Department of Labor regulations at 29 CFR 500.104. Vehicles other than passenger vehicles or station wagons which are driven more than 75 miles must comply with Department of Transportation Regulations referenced at 29 CFR 500.105. All drivers must have a current, valid State driver's license and must comply with Department of Transportation work/rest requirements.

(iii) Each vehicle under the ownership or control of the contractor which is used to transport any migrant or seasonal agricultural worker shall be covered by vehicle insurance in accordance with applicable state requirements.

(4) Housing

(i) The contractor shall house workers only in a commercial establishment or a facility that has been certified by a health authority or other appropriate agency. The contractor must post the certificate of occupancy at the housing site.

(ii) The authorization to furnish housing, other than commercial lodging, must appear on the contractor's certificate.

(iii) If the contractor is not furnishing worker housing:
Workers on this contract may obtain housing only in a residential accommodation, including a commercial establishment such as a hotel or motel, which meets all applicable state and federal standards for employee housing.

Within 10 days after award, and prior to the issuance of Notice to Proceed, the contractor must notify the Contracting Officer of the planned worker housing site.

If the housing site is located on a National Forest, the Contractor must obtain a permit from the District Ranger for the District on which the housing site is located and the facilities established for the workers must meet the applicable U.S. Department of Labor (USDOL) MSPA standards for such sites.

If the housing site is not located on a National Forest, the site must meet the applicable housing standards in MSPA.

If an exemption from the permit requirement is claimed, the contractor must provide a written statement identifying the law authorizing the exemption, stating the facts constituting an exemption under that law, and identifying a USDOL employee or official who stated or concurred that the accommodations were exempt, citing name, date, and means of communication.

If the housing site is changed after approval by the Contracting Officer, the contractor must provide a new Permit or exemption statement. The above requirements are material conditions of this contract. If the contractor fails to comply, the Government may

terminate the contract. In addition, other remedies or penalties prescribed by law may apply

(e) For further information on the requirements of the Act, contractors should contact their local Wage and Hour Division of the Department of Labor.

Field Sanitation

In accordance with US Department of Labor Fact Sheet No. ESA 97-28 "Field Sanitation Standards" (Ref. 29CFR 1928.110), employers must provide:

- ► Potable drinking water, suitably cool and in sufficient amounts, dispensed in single-use cups or by fountains, located so as to be readily accessible to employees.
- ► Facilities maintained in accordance with public health sanitation practices include upkeep of water quality through daily change or more often if necessary.
- ► Notification to each employee of the location of the water and allowance of reasonable opportunities during the workday to use them. The employer also must inform the employee of the relevant health hazards in the field and the practices necessary to minimize them.

Employees cannot be made to bear the costs incurred by the employer for providing required facilities.

FSAR 4G52.222-703 Migrant and Seasonal Agricultural Worker Protection Act Registration (DEC 1999)

The Migrant and Seasonal Agricultural Worker Protection Act (MSPA) (29 U.S.C. 1801-1872) and implementing regulations issued by the Department of Labor (29 CFR 500), require any employer who hires or anticipates hiring employees subject to MSPA to obtain an MSPA registration number.

If the contractor employs or anticipates hiring employees subject to MSPA, the contractor shall provide a valid U.S. Department of Labor MSPA Registration Number to the Contracting Officer within 10 days after notification of award of the contract.

The Government may demand that the contractor display MSPA registration at any time during contract performance if it appears that the contractor is employing workers subject to MSPA. On demand, the contractor shall display its MSPA registration or state why it is exempt from MSPA.

Compliance with MSPA is a material condition of the contract. If the contractor fails to provide a valid MSPA number in accordance with this clause, or falsely states that it is exempt from the MSPA, the Government may terminate the contract, in addition to other remedies or penalties prescribed by law.

Washington State Farm/Forest Labor License

Washington Farm Labor Contractor's law requires farm/forest labor Contractors to register with and be licensed by the Washington State Department of Labor and Industries. For further information, contact the State Department of Labor and Industries in Olympia, Washington.

--End of Addendum to FAR 52.212-4—

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items (MAR 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

__ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) [Reserved].

__ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

__ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

__ (8) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

__ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

__ (10) [Reserved].

__ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

__ (ii) Alternate I (Nov 2011) of 52.219-3.

__ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (ii) Alternate I (JAN 2011) of 52.219-4.

__ (13) [Reserved]

X_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

__ (ii) Alternate I (Nov 2011).

__ (iii) Alternate II (Nov 2011).

__ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

__ (ii) Alternate I (Oct 1995) of 52.219-7.

__ (iii) Alternate II (Mar 2004) of 52.219-7.

X_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

__ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Oct 2001) of 52.219-9.

__ (iii) Alternate II (Oct 2001) of 52.219-9.

__ (iv) Alternate III (Oct 2015) of 52.219-9.

__ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

__ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

__ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

X_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

__ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

__ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

X_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).

X_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

__ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

__ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).

X_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

__ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

__ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X_ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

__ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

__ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Oct 2015) of 52.223-13.

__ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-14.

__ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

__ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-16.

X_ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

X_ (41) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

__ (42)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I (May 2014) of 52.225-3.

__ (iii) Alternate II (May 2014) of 52.225-3.

__ (iv) Alternate III (May 2014) of 52.225-3.

__ (43) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X_ (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

__ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X_ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

__ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

X_ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

X_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

__ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

__ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Mar 2016).

__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

__ (10) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not

require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xi)

__(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

__(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Mar 2016).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

C-1 Scope of Contract

This solicitation is to provide services for planting Government-furnished tree seedlings on the Mt. St Helens Ranger District, Gifford Pinchot National Forest. The contractor shall furnish all labor, equipment, supervision, transportation, supplies, except those designated as Government-furnished, and incidentals to perform all specified herein. This contract requires the planting of approximately 3,100 trees on 27 acres across 3 units at 19 foot spacing. Western red-cedar (approx. 2000 trees) shall be tubed with tree tubes secured with 2 bamboo stakes. Tubes and bamboo will be provided by the Government. **There is a walk-in.**

C-2 Location and Description

Vicinity maps showing project location and access are attached and made a part of this contract. Other information regarding specific sub-items is contained in the "planting data sheets".

A. Accessibility

1. Work areas may be reached by Forest roads that are accessible by standard two-wheel drive pickup equipped with snow tires and chains, if needed, during normal operating seasons, unless otherwise indicated on the planting data sheets. **Units 10 and 12 may require between a quarter and a half mile walk-in.**
2. Inaccessibility due to snow, fallen trees, slides or washouts on roads may or may not be corrected at the option of the Government. If road access is blocked, the Government may: (1) provide an alternate access route; (2) delete the inaccessible sub-item(s); (3) substitute similar sub-items(s).
3. Roads shown on unit maps indicate access to units and are not to suggest the roads are open within units or for any further travel.

B. Boundaries – Planting unit boundaries such as fire lines, roads, creeks, and timber edges are usually obvious on the ground. Boundaries which are not obvious will be marked as follows: pink plastic flagging.

C-3 Contract Definitions

A. Plantable Spot – An area from which vegetation, ash, duff, snow and debris has been or can be removed, and a tree seedling can be planted as specified elsewhere herein.
B. Unplantable Spot – An area within the specified spacing limits in which it is not possible to plant a seedling according to specifications. Berms and mounds of soil as well as standing water are examples of unplantable spots.

C. Satisfactory Planted Seedling – A seedling planted in full accordance with all planting specifications set forth in this contract.
D. Unsatisfactorily Planted Seedling – A planted seedling which fails to meet one or more of the specifications for a satisfactorily planted seedling.
E. Wasted Seedling – Seedlings which are lost, damaged, destroyed or handled contrary to the specifications for care of seedlings. Planted seedlings in excess of the maximum number of seedlings creditable as specified elsewhere herein are also considered to be wasted seedlings.
F. Cotyledon Scar – Lowest point on stem from which branches will grow and is marked by a distinct ring in the bark on most species of tree seedlings.
G. Root Length – Root length will be measured from the root tips to the cotyledon scar.
H. Replanting – Any planting work done in a sub-item, ether voluntarily by the Contractor or directed by the Contracting Officer, after the Contractor has given the planting inspection sheets to the Government.
I. Microsite Planting – the planting of tree seedlings in a plantable spot most favorable to seedling survival and growth. Examples of favorable microsite features that provide protection from sun, wind, animals, and other damaging agents are spots located adjacent to logs, stumps, brush, and rock. Refer to Exhibit B.
J. Prepared Sites – An area from which logging slash and competing vegetation has been removed to allow a seedling to be planted in full accordance with all specifications set forth in this contract.
K. Suitable Tree – A tree of good form and vigor which shows no physical damage and which conforms to the size, characteristics and species specified in the planting data sheets. Refer to Exhibits B, E, G, H, & J.

C-4 Planting Equipment

A. Planting Tools – Contractor's planting tools shall meet the following minimum requirements: (1) Planting tools shall be capable of making a planting hole the width and depth needed to satisfactorily plant the seedlings furnished by the Government. Tree seedling species and average root length are listed in the planting data sheets.

C-5 Seedling Handling Equipment

A. Planting Bags – Planting bags shall be light in color, shall not retain heat, shall have a minimum depth of 15 inches and shall be free of defects or contaminants. <u>When adverse weather conditions warrant, as determined by the Government, insulated planting bags shall be used. Insulated planting bag inserts will be acceptable. Insulated bag inserts shall be available for use at all times during the planting period. Insulated planting bag inserts shall be dipped in water prior to each bag up.</u>

C-6 Care of Seedlings

A. Contractor shall adhere to the following specifications for care and protection of tree seedlings:

1. Seedlings shall be protected at all times from drying, heating, smothering, freezing, crushing drowning, abrasion, rapid temperature fluctuations or contact with injurious substances.
2. Seedlings stored in boxes, bags or bundles shall not be exposed to direct sunlight. Punctured or torn bags shall be promptly resealed. Containers of seedlings shall be opened only in full shade. Bundles, bags, or boxes shall be separated to provide free air movement.
3. Seedlings shall not be removed from shipping containers until needed for preparation for planting.
4. Seedlings shall be planted without further root or top pruning or culling. If pruning or culling seems necessary, or if mold, dry roots, evidence of injury or drying is seen, the condition shall immediately be reported to the Contracting Officer.
5. Frozen seedlings shall not be handled until thawed sufficiently so that there is no damage to roots when seedlings are separated from each other.
6. Seedlings removed from cold storage facilities shall not be allowed to stand or lay in water.
7. Seedlings shall not be removed from a planting bag until immediately before planting in a prepared hole.
8. Seedlings shall be gently removed, one at a time, to prevent stripping or other injury and quickly and gently inserted into the planting hole.
9. Seedlings carried in planting bags shall not exceed the amount that can be carried or removed without injury, or which can be planted before critical heating or drying occur. Seedlings placed in planting bags shall be planted out and not returned to storage. Trees in planting bags shall be planted out before extended breaks such as lunch. The number of seedling in the planting bag shall not normally exceed 200 and may be further decreased depending on severity of drying conditions, size of the bag and/or duration in planting bag which shall not normally exceed 2 hours.
10. Unplanted seedlings shall be returned to the Government storage facility at the end of each working day in sealed and proper container unless otherwise directed by the COR.

B. <u>Contractor Transportation of Seedlings</u>

1. Government will transport seedlings to planting unit staging areas.
2. Contractor shall not crush seedlings.
3. Contractor shall maintain air temperature at or below 45 degrees Fahrenheit within the bags. Seedlings within bags which have an inside air temperature above 45 degrees

Fahrenheit, may be considered wasted seedlings and Contractor charged accordingly.

C-7 Preparation of Seedlings

A. The Contractor shall dip roots of bareroot seedlings in water to wet them prior to placing seedlings in planting bags. Seedlings shall remain in the water for at least 1 minute but not longer than 10 minutes.

C-8 Spacing and Spot Selection

A. Seedling Spacing Requirement

1. Seedlings shall be planted to the boundary of all planting areas and around the perimeter of unplantable areas in spots distributed at intervals prescribed in the planting data sheets. For individual seedlings, the specified average spacing may be varied no more than 25 percent in any direction to find a suitable planting spot.
2. Where an unplantable spot is encountered the planter shall plant in the closest plantable spot; however, average spacing shall be maintained.

B. Planting Spot Selection

1. Brush patches containing planting spots shall be planted even though this may require spreading stems aside or working around the stems. Landings, road cuts, and fill banks shall be planted where planting spots exist.
2. Contractor shall consider standing trees greater than 4.9 inches DBH as nonexistent when selecting planting spots.
3. Whenever possible, within the 25 percent variance in average spacing, planting spots shall be prepared where stumps, logs, dead brush, and terrain features provide partial protection from sun, wind, animals, loose debris, and other agents detrimental to seedlings. Refer to Exhibit B.

C-9 Planting Spot Preparation

A. Prior to preparing the planting hole, contractor shall clear the planting spot of all limbs, logs, snow, bark, rotten wood, rocks and other loose debris and shall scalp as, duff, sod, crowns of living plants, and roots down to moist mineral soil. Clearing and scalping dimensions shall be as shown on the planting data sheets. If slash prohibits the specific diameter of scalp, a smaller scalp will be acceptable.

C-10 Preparing the Planting Hole

A. Planting holes shall be located near the center of the prepared planting spot and shall be between perpendicular to the ground surface and true vertical.
B. For Handtools: An open hole, broken out as shown as an example in Exhibit E, shall be wide and deep enough to fully accommodate the roots of the seedlings to be planted and breaking loose the soil surrounding the root system.

C-11 Seedling Placement

A. Bareroot seedlings – the barefoot seedling shall be suspended near the center of the hole with the roots in a near natural arrangement at a depth such that after filling, firming and leveling, the soil comes to a point at or above the cotyledon scar of the tree. No portion of the roots shall be exposed nor shall needles or branches be covered with soil. Roots shall not be doubled up, twisted, spiraled, or bunched. The root system shall be aligned with the axis of the planting hole with all roots extending downward. See Exhibit G.
B. The soil level after filling and firming the soil around the planted seedling shall be no higher than the base of live needles. When there is less than 1 inch between the roots and the lowest whorl of branches it is permissible to cover the lowest whorl with uncompacted soil. Refer to Exhibits G & H.
C. Containerized Seedlings – Seedlings shall be planted in the center of the prepared hole at a depth at which after filling, firming and leveling, the soil comes to a point even with the lowest needles of green foliage. Plug growing media shall not be distorted or broken from the root system during the planting process. Root system shall be aligned with the axis of the planting hole with all roots extending downward. See Exhibit J.

C-12 Filling and Firming

A. Moist mineral soil shall be filled in and formed around seedling roots. Dry soil ash, organic matter, rock and other foreign material shall be kept out of the holes. Soil shall be filled in to prevent air pockets. The contractor shall not wedge the sides of the hole. Firming the soil around the roots shall be accomplished in a manner that assures the seedling and root system is not damaged. After the soil is firmed around the roots, it shall be smoothed out to the level of the surrounding mineral soil surface. After planting, the seedling stem shall be erect and free to grow. The seedling shall not be weighted down with mud or debris. Refer to Exhibits G, H & J.
B. After planting the seedling stem position shall not exceed 13-degrees from true vertical and the top of the tree. Refer to Exhibits G & J.
C. Planting tool may be used to firm the soil in the manner shown in Exhibit E. Soil firming shall be accomplished while the seedling is held suspended near the center of the hole.

C-13 Mixture of Planting Stock

A. In sub-items where more than one species is to be planted, the seedlings shall be evenly distributed throughout the unit unless otherwise directed by the Contracting Officer.

C-14 Other Technical Specifications

A. Contractor Obligations
   1. Empty seedling bags shall be returned to the planting staging area designated by the Contracting Officer
   2. Contractor shall supply dipping buckets and water for dipping tree seedlings.
   3. Contractor Inspection shall be 2% sample of planting unit, identified on the ground with ribbon and plot number recorded on the ribbon and recorded for submission to the Contracting officer. The completed and legible inspection sample is to be turned over to Contracting Officer at completion of each planting unit, also verifying that tree handling was completed in accordance with the contract provision stated elsewhere in this contract.
   4. Inspection shall be maintained concurrent with contract work.
   5. In the even the Contractor falsifies inspection results, as determined by the Contracting Officer, the Government may declare the contract to be in default.

E-1 Government Verification Procedures

A. The Government will conduct verification inspection to determine compliance with specification. Determination of the quality of the work performed will be based on these verifications and will be considered conclusive. The Government will:

   1. Observe tree handling.
   2. Install a series of circular plots with slope correction. Plots shall be located throughout the planting areas to obtain a representative sample of Contractor's work. The inspection sample shall be 20% of Contractor's inspection plots.
   3. Mark inspection plots on the ground with flagging.
   4. Inspect planting procedures and examine the planted seedlings to ensure and measure compliance with the specifications. Will utilize the following codes for recording above and below ground compliance on the planting cards:

CODE	Above-Ground Inspection	Clause

A	Planting Spot Selection	C-8
B	Planting Spot Preparation	C-9
C	Tree Location on Site	C-8; C-11
D	Planting Depth and Exposed Roots	C-12
E	Stem Position or Damage	C-12
F	Firming	C-12
G	Shade	C-8
H	Spacing	C-8
AA	Microsite Planting	C-8
BB	Vexar Tree Tube Installation	C-14

CODE	Below-Ground Inspection	Clause
I	Planting Hole Preparation	C-10
J	Root Configuration & Orientation	C-11
K	Planting Hold Orientation	C-10
L	Altered Root Length & Damage	C-6
M	"Foreign" Material in Planting Hole	C-12
N	Air Pockets	C-12

B. Inspection Within Each Plot

1. Determine from Exhibit 1 the average number of planting spots for the plot based on the specified average spacing. From this subtract the number of suitable trees and number of unplantable spots. Record the difference as the number of plantable spots.
2. Determine and record the maximum number of allowable seedlings from Exhibit 2.
3. Record the number of seedlings planted on the plot.
4. Determine and record the number of wasted seedlings on the plot. When planted wasted seedlings are found and they are considered minor in nature and in no way indicate a trend that the average spacing requirements are being exceeded, the Contracting Officer may waive the wasted seedling charge.
5. Record the number of planted seedlings meeting the above-ground specifications. The maximum number of satisfactory seedlings to be credited shall not exceed that shown in Exhibit 2.
6. Dig and Record the number of seedlings meeting the below-ground specifications. Refer to Exhibit 3 for number to be dug.
7. Compute the planting quality by the following formula:

Planting Quality =

$$\frac{\text{(No. of Sat. Trees Above-Ground)} \times \text{(No. of Sat. Dug Trees)}}{\text{(No. of Plantable Spots)} \quad \text{(No. of Dug Seedlings)}} \times 100$$

(1) Divide the total satisfactory seedlings above-ground by the total number of plantable spots.
(2) Divide the total satisfactory seedlings below-ground by the total dug:
(3) Multiply the two totals to get the planting quality percentage.
(4) When the number of satisfactory seedlings above ground is zero or one, and the number of plantable spots is zero, the result shall be 1.
(5) Add the total plot percentage of all plots in the sub-item and divide by the total number of plots to get the average percentage and planting quality.
(6) Planting quality will be rounded to the nearest whole percent.

F-1 Period of Contract

A. Because tree survival and growth are dependent upon proper soil and weather conditions at the time of planting and because these conditions will only prevail for a limited length of time, it is imperative work be started promptly after conditions for planting become suitable. Work shall commence no later than 3 days after the effective date of the notice to proceed. Sub-items shall be planted in accordance with the order of preference established by the Contracting Officer. The Contractor shall maintain progress at a rate which will assure completion within the contract time indicated below.

Item	Estimated Beginning Date	Contract Time
1	April 5, 2016	2 Calendar Days

B. Whenever weather conditions unsuitable for planting are present (air temperature in degrees Fahrenheit, wet bulb depression in degrees Fahrenheit and the maximum wind speed; frozen soil 3 inches or deeper, air temperature 30 degrees F or below, 75 degrees F or higher, soil temperature 40 degrees F or below; or a combination of these), the Contractor shall suspend work and contract time will stop for that item. When conditions are again favorable, the Contracting Officer will issue a verbal resume work order. Contract time will resume on the effective work resumption date. In all cases, the Contractor shall resume work within 3 days after the effective work resumption date. It is the contractor's responsibility to keep the Contracting Officer currently advised as to where the Contractor or the Contractor's Representative may be reached by phone during periods of work suspension. If the Contractor cannot be reached at the phone number provided, or if the Contractor fails to leave a number, a written resume work order will be mailed and the contract time will resume on the date specified on the resume work order.

G-1 Government-Furnished Property

A. The Government will provide tree seedlings at work site each day Contractor works. The Government will provide tree tubes and bamboo stakes.

G-2 Contracting Officer's Representative

A. Contracting Officer's Representative (COR) for this task order is Ben Hoppus. He can be reached (509) 395-3405. The Contractor will be notified in writing of the duties of the COR at the time of a task order award.

G-3 Measurement and Payment

Measurement. The acreages were measured on a horizontal plane within the established boundaries.

A. Remeasurement
   1. The Contractor may at any time after award request remeasurement of any treatment area. The request must be made in writing. Remeasurement will be made within the established boundaries.
   2. If remeasurement indicates a variance of 5 percent or less, the Contractor shall pay for the actual cost of remeasurement and no adjustment will be made in the acreage as stated in the Schedule of Items.
   3. If remeasurement indicates a variance greater than 5 percent, payment will be based on the remeasured acreage and the Government will pay for the remeasurement.

B. Basis of Payment

   1. Calculation of Payment
      a. After inspection of completed acreage, the Contracting Officer will calculate the pay rate.
      b. The pay rate will be calculated by multiplying the inspection percentage times the contract unit price per acre.
      c. When the percent of satisfactory thinning is 90 percent or greater, payment will be made at the contract unit price. Cost of wasted seedlings will be deducted from payment.

J-1 List of Attachments

Title	**Number of Pages**
Plant 2016 Data	2
Exhibits B, E, G, H, J; 1-3	6
Vicinity Maps and Individual Unit Maps	1
Past Performance	1
Wage Determination	3
Fire Protection and Suppression	9

SECTION 4 – CONTRACT EVALUATION CRITERIA

52.212-2 Evaluation—Commercial Items (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

____Past Performance_____

____Price_____

1. Past Performance – offerors are encouraged to identify past or current contracts (including Federal, State, and local government and private) for efforts similar to those required in this solicitation. Offerors are also authorized to provide information on problems encountered on any identified contracts and any corrective action taken. The Government shall consider this information, as well as information obtained from any other sources, when evaluating the offerors past performance.

For review purposed, Past Performance will be considered equally important to price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

Contractor Submittals

Contractor shall submit a complete offer package to be considered for award no later than March 31, 2016 1200 PT.The Contractor shall include the following in their offer package:

• Signed Cover Page (SF-1449)
• Completed Schedule of Items
• Completed Provisions

• Completed Past Performance

Email offers permitted. E-mail offers to scfuller@fs.fed.us.

Note: All offerors must be registered in the System for Award Management (SAM) to be eligible for contract award. Visit https://www.sam.gov/ to register.

Source Selection Decision

In order to select the winning offer, we will rank the offerors from highest to lowest by making a series of paired comparisons among them, trading off the differences in the non-price factors against the difference in price between the members of each pair, as follows;

1. If one offeror is better in terms of the non-price factors and has the lower price, then we will consider that offeror to be the better value.

2. If one offeror is better in terms of the non-price factors, but has the higher price, then we will decide whether the differences in the non-price factors are worth the difference in price. If we consider the differences in the non-price factors to be worth the difference in price, then we will consider the offeror to be the better value. If not, then we will consider the offeror with the lower price to be the better value.

3. We will continue to make paired comparisons in this way until we have decided which offeror is the best value.

The contract resulting from this solicitation will be awarded to the offeror which represents the best value to the Forest Service.

2016 Planting Data

Sub-Item 1	Unit Name	Unit Acres	Plant Acres	Ave. Spacing	Clearing	Scalping	Acceptable Naturals	Estimated Amount, Species	Remarks	
1.1	10	28	3	19' x 19'	12" dia, 12"depth	10" dia, 10"depth	TBD*	124 WH, 221 WRC		
1.2	12	47	23	19' x 19'	12" dia, 12"depth	10" dia, 10"depth	TBD*	952 WH, 1693 WRC		
1.3	16	38	1	19' x 19'	12" dia, 12"depth	10" dia, 10"depth	TBD*	41 WH, 74 WRC		

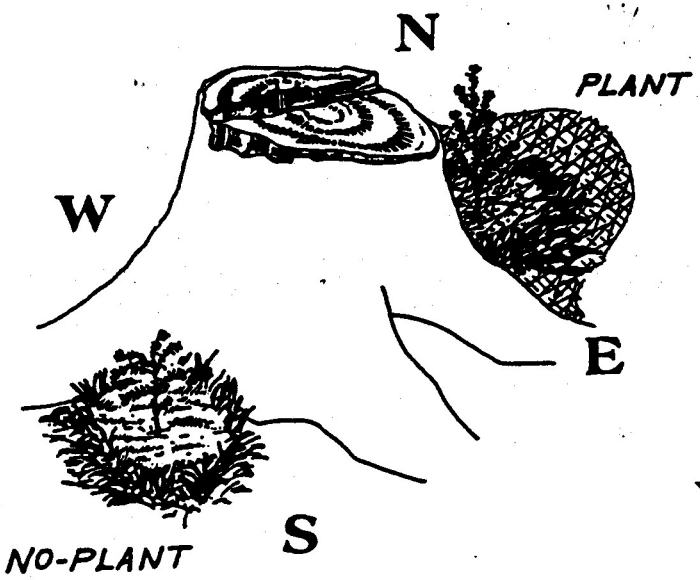
Units are all first plant.
*All conifers of good health, form, and vigor, at least 4 inches tall, less than 5 inches DBH and not damaged by logging or game activity.

2011 Planting Data

Sub-Item 1	Unit Name	Unit Acres	Plant Acres	Ave. Spacir	Clearing	Scalping	Acceptable Naturals	Estimated Amount, Species	Remarks	Walkins
1.1	Unit 4	25	23	16 x 16	12" dia, 12	10" dia, 10	*	1.6M DF, 2.0M NF, 400 WWP		

Exhibit B

Natural Objects for Shade



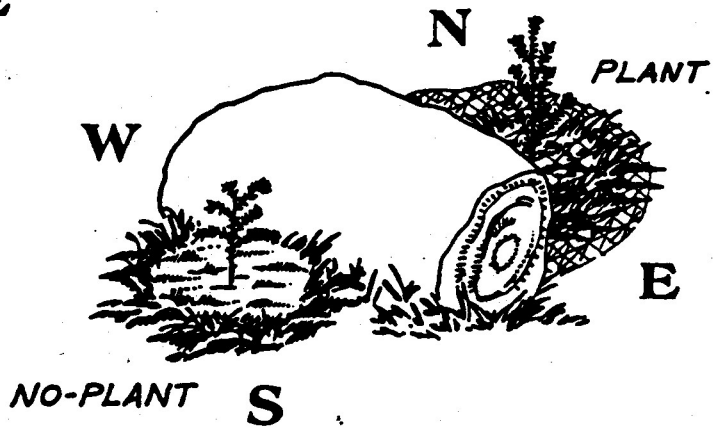


Exhibit E

Shovel Planting – Hole Broken on Three Sides

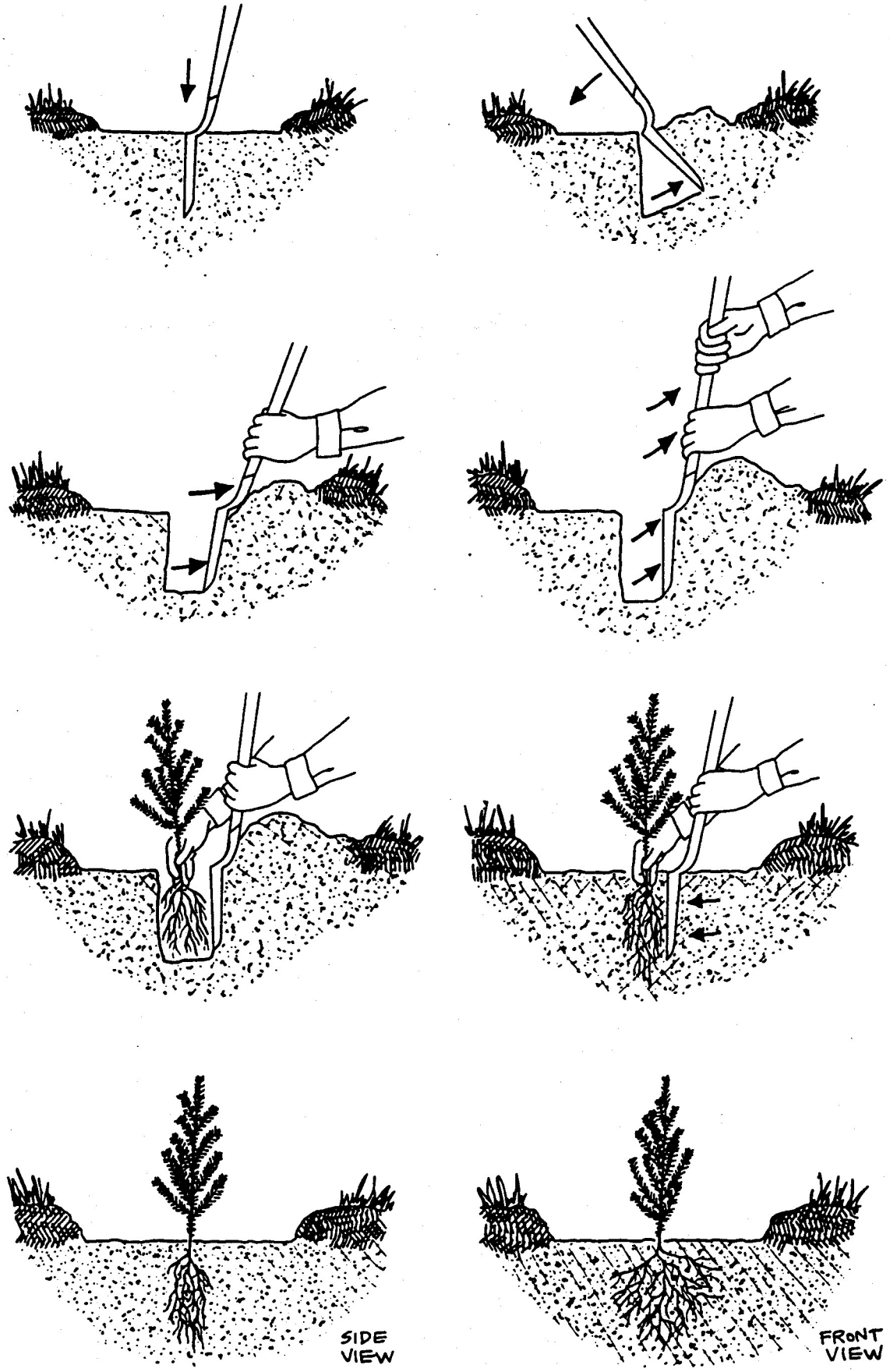
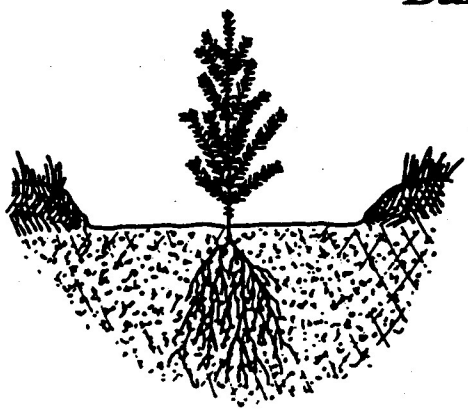
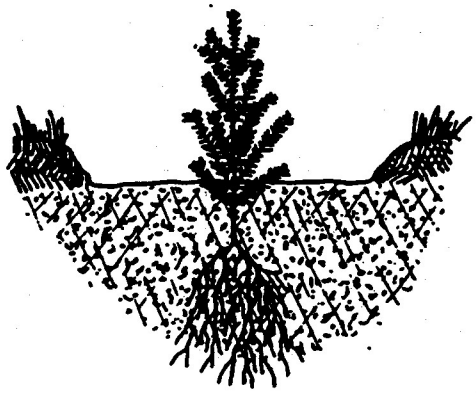


Exhibit G

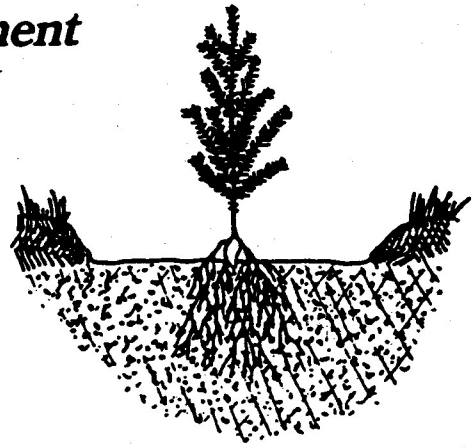
Bareroot Seedling Placement



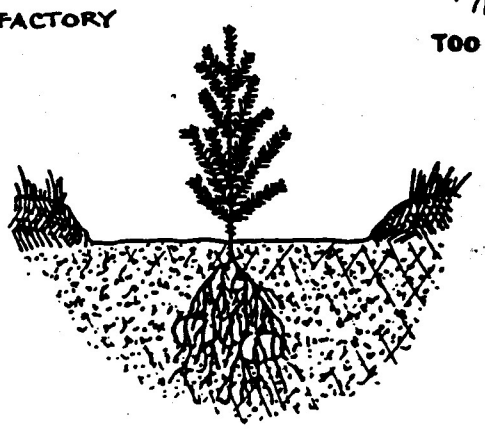
SATISFACTORY



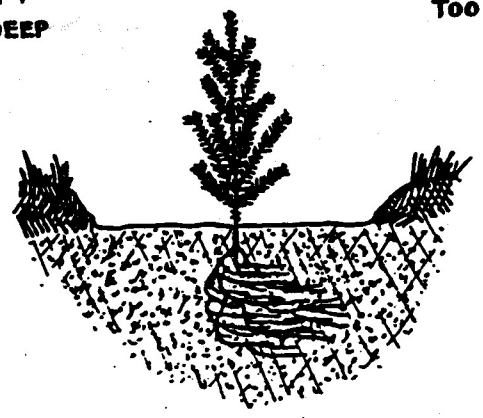
TOO DEEP



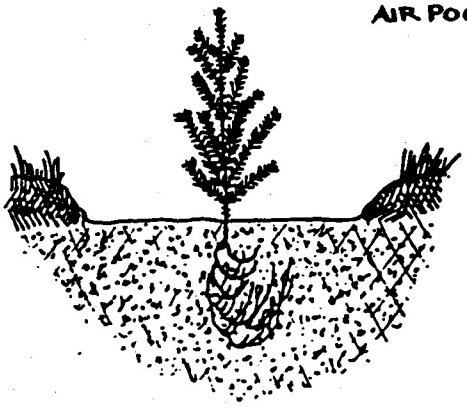
TOO HIGH



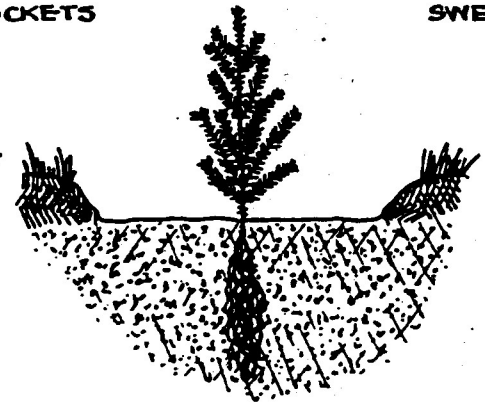
AIR POCKETS



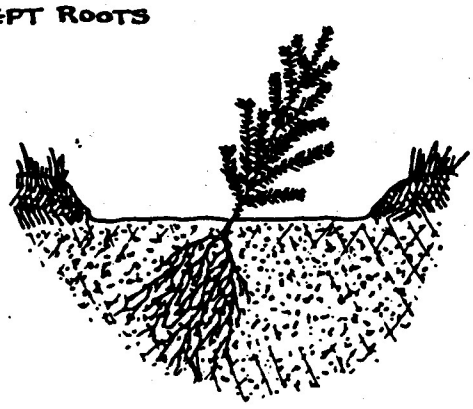
SWEPT ROOTS



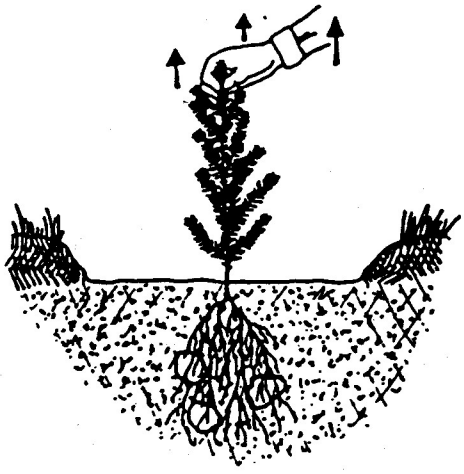
"J" ROOTS



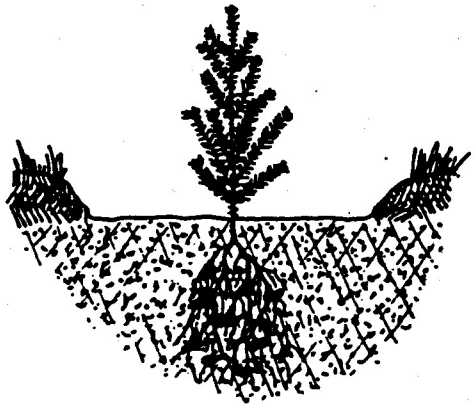
BUNCHED ROOTS



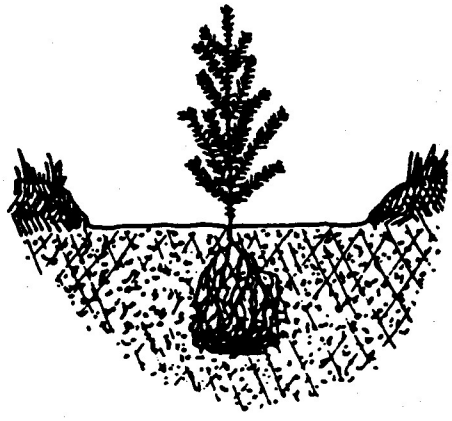
LEANER



TOO LOOSE



DEBRIS



SHALLOW HOLE

Exhibit H

Bareroot Seedling Root Measurements

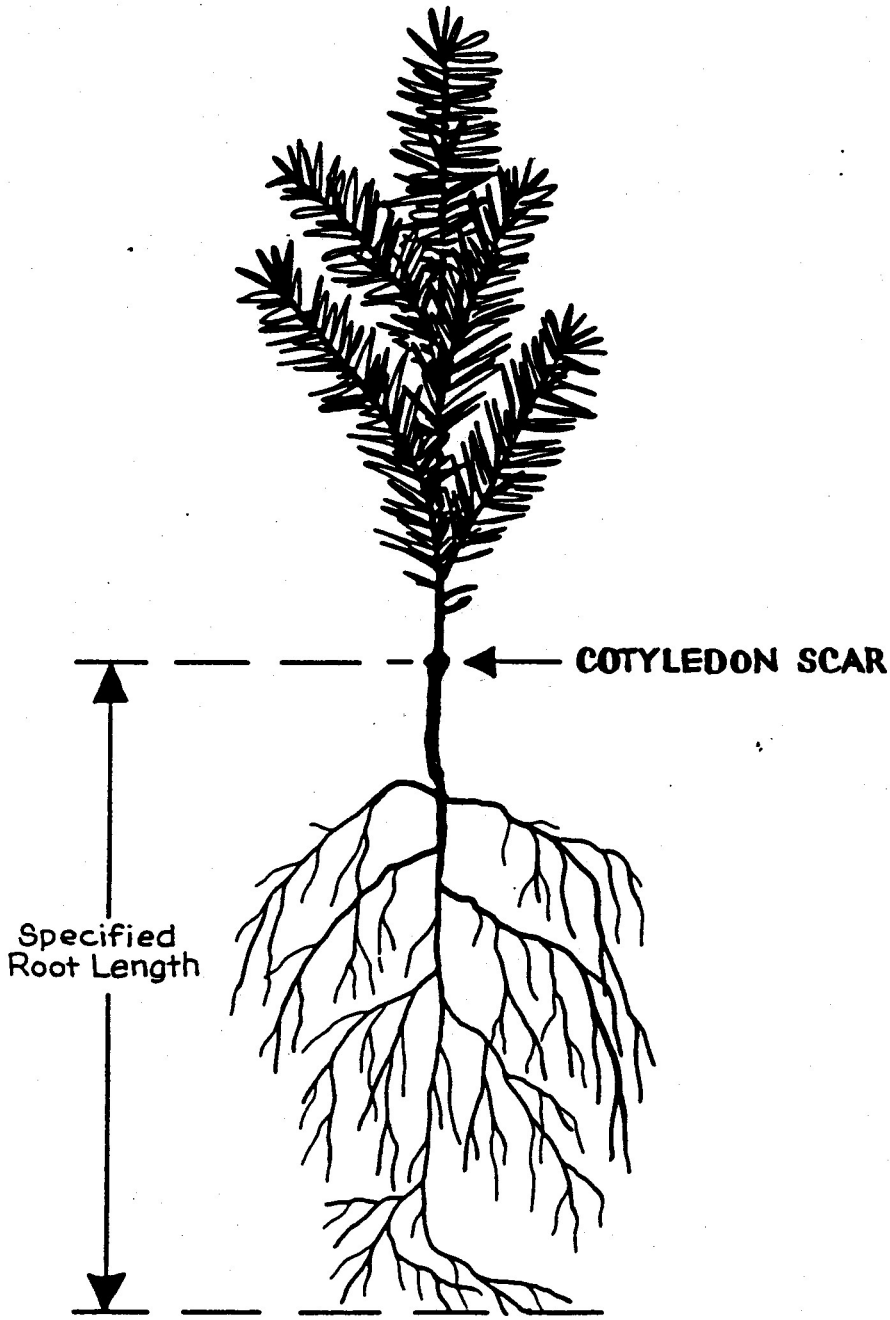


Exhibit J

Container Seedling Planting Depth and Alignment

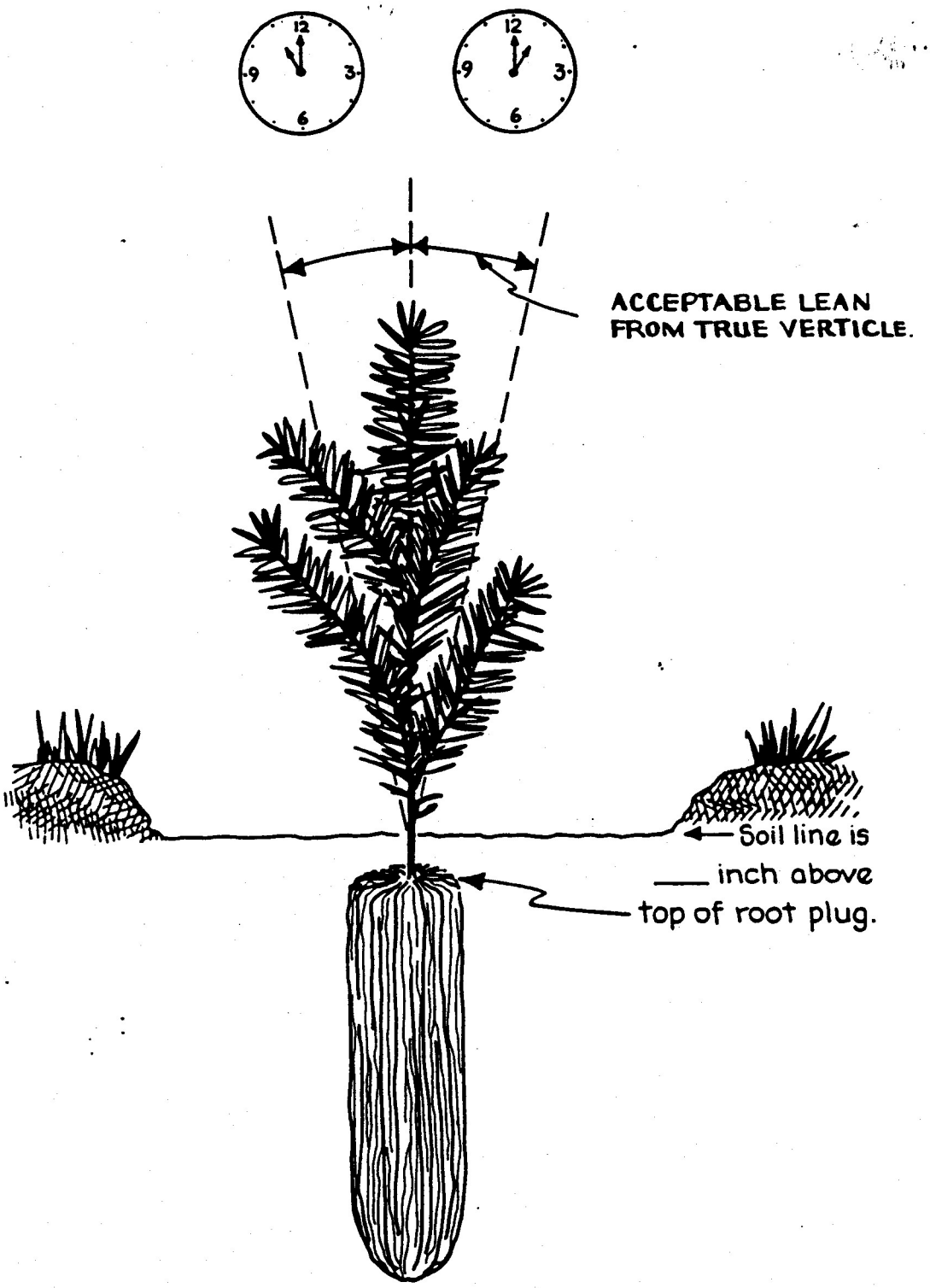


EXHIBIT 1

AVERAGE NUMBER OF PLANTING SPOTS ON 1/50th ACRE PLOTS

SPACING (feet)	PLOT
9x9	11
10x10	9
11x11	7
12x12	6
13x13	5
14x14	4
15x15	4
17x17	3
20x20	2

EXHIBIT 2

MAXIMUM ALLOWABLE SEEDLINGS

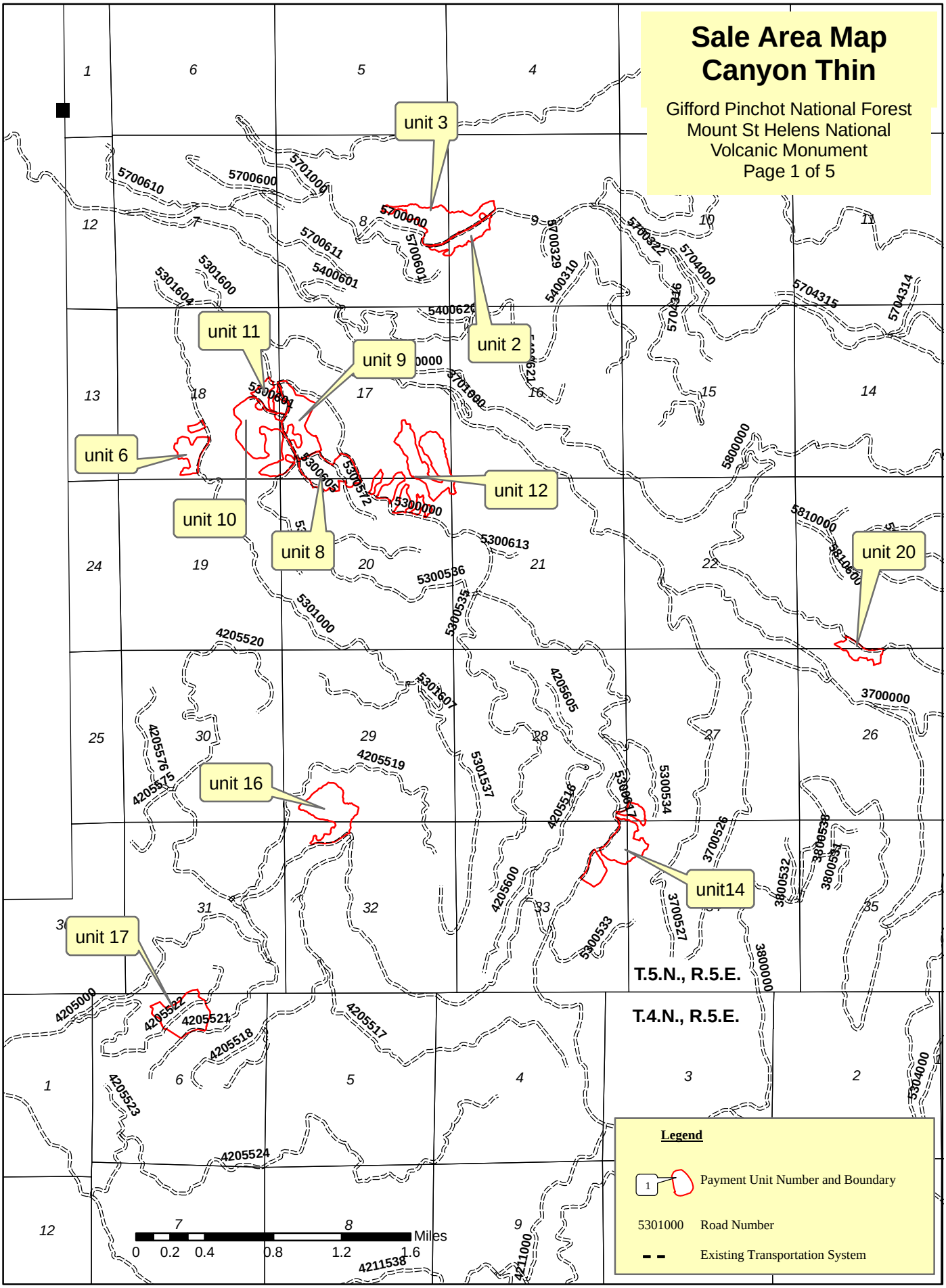
PLANTABLE SPOT	MAXIMUM NO. OF SEEDLINGS
0	1
1	2
2	3
3	4
4	5
5	6
6	7
7	8
8	10
9	11
10	12
11	13

EXHIBIT 3

NUMBER OF SATISFACTORILY PLANTED SEEDLING ON PLOT ABOVE GROUND	NUMBER SEEDLINGS TO BE DUG
1	1
2-6	2
7-9	3
10+	4

Sale Area Map
Canyon Thin

Gifford Pinchot National Forest
Mount St Helens National
Volcanic Monument
Page 1 of 5



PAST AND CURRENT CONTRACT INFORMATION
(For the past two years)
OFFEROR'S NAME

(Use this and additional sheets as necessary to provide two (2) years worth of experience in same or similar work)

CUSTOMER NAME	CONTRACT NO.	BRIEF DESCRIPTION	PRIMARY CONTACT INFORMATION
			NAME:
			VOICE PHONE #:
CUSTOMER ADDRESS			
			FAX PHONE #:
	CONTRACT VALUE	COMPLETION DATE OR % COMPLETE IF ONGOING	SECONDARY CONTACT INFO.
			NAME:
			VOICE PHONE #:
			FAX PHONE #:

CUSTOMER NAME	CONTRACT NO.	BRIEF DESCRIPTION	PRIMARY CONTACT INFORMATION
			NAME:
			VOICE PHONE #:
CUSTOMER ADDRESS			
			FAX PHONE #:
	CONTRACT VALUE	COMPLETION DATE OR % COMPLETE IF ONGOING	SECONDARY CONTACT INFO.
			NAME:
			VOICE PHONE #:
			FAX PHONE #:

WD 77-0209 (Rev.-51) was first posted on www.wdol.gov on 01/05/2016
Forestry and Land Management Services

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**************************************************************************
REGISTER OF WAGE DETERMINATIONS UNDER  |      U.S. DEPARTMENT OF LABOR
        THE SERVICE CONTRACT ACT       | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor |       WAGE AND HOUR DIVISION
                                       |       WASHINGTON, D.C. 20210
                                       |
                                       |
Daniel W. Simms      Division of Wage  | Wage Determination No: 1977-0209
Director             Determinations    |           Revision No: 51
                                       |      Date Of Revision: 12/29/2015
--------------------------------------------------------------------------
```

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington Area: Washington Statewide

Fringe Benefits Required Follow the Occupational Listing

Forestry Industry

OCCUPATION CODE - TITLE	FOOTNOTE RATE
08010 - Brush/Precommercial Thinner	14.40
08040 - Choker Setter	17.25
08070 - Faller/Bucker	24.58
08100 - Fire Lookout	10.98
08160 - Forestry/Logging Heavy Equipment Operator	19.48
08190 - Forestry Technician	19.48
08200 - Forestry Truck Driver	19.48
08250 - General Forestry Laborer	14.39
08280 - Nursery Specialist	17.84
08310 - Slash Piler/Burner	10.98
08340 - Tree Climber	16.10
08370 - Tree Planter	14.40
08400 - Tree Planter, Mechanical	14.40

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.27 per hour or $170.80 per week or $740.13 per month

VACATION: 1 week paid vacation after 1 year of service with a contractor or successor; 2 weeks after 2 years; and 3 weeks after 5 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2014, unless otherwise indicated.
REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
Standard Form 1444 (SF-1444)

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Fire Plan

(For use with Forms R6-6300-50,
R6-FS-6300-51, and R6-FS-6300-52)

Contractor	Contract Number
Project Name	Contract Performance Period

Contractor's Representative for Fire Matters

Name	Title	Office Phone	Home Phone

Contracting Officer's Representative

Name	Office Phone	Home Phone

Forest Service Inspector(s)

Name	Office Phone	Home Phone

Action by Contractor

The Contractor shall take on reasonable and practical action to prevent and suppress fires in the project area. The Contractor shall take suppression action immediately upon discovery of, or becoming aware of, such fire.

Action by Forest Service

The Forest Service may counsel with the Contractor on suppression action and will, when necessary, supplement the Contractor's efforts by furnishing personnel and equipment not available to the Contractor. In the event that a fire is not suppressed by the Contractor, and will require appreciable reinforcements, the Forest Service may take over suppression of the fire and may employ the Contractor's personnel and equipment.

Fire Prevention and Suppression

Predicted fire precautions class may be obtained from the following sources:

_____

_____

_____

The Contractor has employed or designated the following named individual(s) as fireguard, whose duty is the detection and suppression of fires:

Name	Office Phone	Home Phone

Contractor ☐ will, ☐ will not, permit employees to smoke while in the project area.
Open fires ☐ will, ☐ will not, be permitted by the Contractor. Although these activities may be permitted by the Contractor, it is understood that neither shall be allowed without being authorized, in writing, by the Contracting Officer's Representative.

Fires shall be reported to one of the following Forest Service employees:

Name	Address or Location	Office Phone	Home Phone

Special Fire Qualifications of Contractor's Employees

Name	Best Fire Assignment	Other Qualifications

Total number of employees who could perform firefighting duties: _____

Vehicle Description, Type, Make, Model, Size, Year	Number of Units	Location

Joint Preparation of this fire plan is acknowledged:

Contractor or Designated Representative	Contracting officer's Representative
Date	Date

R6-FS-6300-53 (5/89)

USDA FOREST SERVICE
PACIFIC NORTHWEST REGION

FIRE PROTECTION AND SUPPRESSION

1. Fire Period and Closed Season

Specific fire prevention measures are listed below and shall be effective for the period April 1 to October 31 of each year. The Forest Service may change the dates of said period by advance written notice if justified by unusual weather or other conditions. Required tools and equipment shall be kept currently in serviceable condition and immediately available for initial attack on fires.

2. Fire Plan

Before starting any operations on the project, the Contractor, Permittee, Licensee, or Purchaser, hereinafter referred to as the "Contractor," shall prepare a fire plan in cooperation with the Contracting Officer providing for the prevention and control of fires in the project area.

The Contractor shall certify compliance with fire protection and suppression requirements before beginning operations during the fire period and closed season, and shall update such certification when operations change

3. Substitute Measures

The Contracting Officer may by written notice authorize substitute measures or equipment or may waive specific requirements during periods of low fire danger.

4. Emergency Measures

The Forest Service may require emergency measures, including the necessary shutting down of equipment or portions of operations in the project area during periods of fire emergency created by hazardous climatic conditions.

5. Fire Control

The Contractor shall, independently and in cooperation with the Forest Service, take all reasonable action to prevent and suppress fires in the project area. Independent initial action shall be prompt and shall include the use of all personnel and equipment available in the project area.

For the purpose of fighting forest fires on or in the vicinity of the project which are not caused by the Contractor's operations, the Contractor shall place employees and equipment temporarily at the disposal of the Forest Service. Any individual hired by the Forest Service will be employed in accordance with the Interagency Pay Plan for Emergency Firefighters. The Forest Service will compensate the Contractor for equipment rented at fire fighting equipment rates common in the area, or at prior agreed to rates.

6. Compliance with State Forest Laws

Listing of specific fire precautionary measures herein is not intended to relieve the Contractor in any way from compliance with the State Fire Laws covering fire prevention and suppression equipment, applicable to operations under this contract, permit or license.

7. Fire Precautions

Specific fire precautionary measures are as follows:

a.

Smoking and Open Fires

Smoking and fires shall be permitted only at the option of the Contractor. The Contractor shall not allow open fires on the project area without advance permission in writing from Forest Service.

Unless restricted by State Law or Federal Regulation, smoking shall be permitted only in such portions of the project area that are free of flammable material. Smokers shall sit down to smoke in such a position that any burning material will fall within a cleared area, and shall extinguish and press out in mineral soil all burning material before leaving the cleared area.

b. Fire Extinguishers and Equipment on Trucks, Tractors, etc.

All power-driven equipment operated by the Contractor on National Forest land, except portable fire pumps, shall be equipped with one fire extinguisher having a UL rating of at least 5 BC, and one "D" handled or long handled round point shovel, size "0" or larger. In addition, each motor patrol, truck and passenger-carrying vehicle shall be equipped with a double-bit axe or Pulaski, 3-1/2 pounds or larger.

Equipment shall be kept in a serviceable condition and shall be readily available.

c. Power Saws

Each gasoline power saw operator shall be equipped with a pressurized chemical fire extinguisher of not less than 8-ounce capacity by weight, and one long-handled round point shovel, size "0" or larger. The extinguisher shall be kept in possession of the saw operator at all times. The shovel shall be accessible to the operator within 1 minute.

d. Extinguishers

One refill for each type or one extra extinguisher sufficient to replace each size extinguisher required on equipment shall be safely stored in the fire tool box or other agreed upon place on the project area that is protected and readily available.

e. Spark Arresters and Mufflers

Each internal combustion engine shall be equipped with a spark arrester meeting either (1) USDA Forest Service Standard 5100-1a, or (2) appropriate Society of Automotive Engineers (SAE) recommended practice J335(b) and J350(a) as now or hereafter amended unless it is:

(1) Equipped with a turbine-driven exhaust supercharger such as the turbocharger. There shall be no exhaust bypass

(2) A passenger-carrying vehicle or light truck, or medium truck up to 40,000 GVW, used on roads and equipped with a factory-designed muffler complete with baffles and an exhaust system in good working condition.

(3) A heavy duty truck, such as a dump or log truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

Exhaust equipment described in this subsection, including spark arresters and mufflers, shall be properly installed and constantly maintained in serviceable condition.

f. Emergency Fire Precautions

The Contractor shall restrict operations in accordance with the Industrial Fire Precaution Levels listed below. The Forest Service may change the Industrial Fire Precaution Levels to other values upon revision of the National Fire Danger Rating System and may change the specific Industrial Fire Precaution Levels when such changes are necessary for the protection of the National Forest. When sent to the Contractor, the revised Industrial Fire Precaution Levels will supersede the attached levels

INDUSTRIAL FIRE PRECAUTIONS SCHEDULE
INDUSTRIAL FIRE PRECAUTION (IFPL)

LEVEL

I. **Closed season -** Fire precaution requirements are in effect. A fire watch/security is required at this and all higher levels unless otherwise waived**.**

II. **Partial hootowl -** The following may operate only between the hours of 8 p.m. and 1 p.m., local time:

a. power saws, except at loading sites;
b. cable yarding;
c. blasting;
d. welding or cutting of metal.

III. **Partial shutdown** - The following shall be prohibited except as indicated:

Cable yarding - except that gravity operated logging systems employing non-motorized carriages may be operated between the hours of 8 p.m. and 1 p.m., local time, when all block and moving lines, except the line between the carriage and the chokers, are suspended 10 feet above the ground;

Power saws - except power saws may be used at loading sites and on tractor/skidder operations between the hours of 8 p.m. and 1 p.m., local time.

In addition, the following are permitted between the hours of 8 p.m. and 1 p.m., local time:

a. tractor/skidder operations;
b. mechanized loading and hauling of any product or material;
c. blasting;
d. welding or cutting of metal;
e. any other spark-emitting operation not specifically mentioned.

IV. **General shutdown** - All operations are prohibited.

The following definitions shall apply to these Industrial Fire Precaution Levels:

Cable yarding systems: A yarding system employing cables and winches in a fixed position.

Closed season (Fire Precautionary Period): That season of the year when a fire hazard exists as declared by the responsible agency official.

Contracting Officer: The person executing the contract, permit or license on behalf of the Government and includes that person's designated representative, acting within the limits of their authority or the duly appointed successor to the individuals.

Loading sites/woods site/project area: A place where any product or material (including but not limited to logs, firewood, slash, soil, rock, poles, posts, etc.) is placed in or upon a truck or other vehicle

Low hazard area: Means any area where the responsible agency representative (WDNR, ORF, BIA, BLM) determines the combination of elements reduces the probability of fire starting and/or spreading.

Tractor/skidder operations: include a harvesting operation, or portion of a harvesting operation, where tractors, skidders, or other harvesting equipment capable of constructing fireline, are actively yarding forest products and can quickly reach and effectively attack a fire start.

Waivers, written in advance, may be used for any and all activities. Activities for which waivers may be issued include, but are not limited to:

a. mechanized loading and hauling;
b. road maintenance such as sprinkling, graveling, grading and paving;
c. cable yarding using gravity systems or suspended lines and blocks, or other yarding systems where extra prevention measures will significantly reduce the risk of fire;
d. powers saws at loading sites or in felling and bucking where extra prevention measures will significantly reduce the risk of fire;
e. maintenance of equipment (other than metal cutting and welding) or improvements such as structures, fences and powerlines.

Such waiver, or substitute precautions will prescribe measures to be taken by the Contractor to reduce the risk of ignition, and/or the spread of fire. The Contracting Officer shall consider site specific weather factors, fuel conditions, and specific operations that result in less risk of fire ignition and/or spread than contemplated when precaution level was predicted. Consideration shall also be given to measures that reduce the precaution levels above. The Contractor shall assure that all conditions of such waivers or substitute precautions are met.

The Contractor shall obtain the predicted Industrial Fire Precaution Level daily, prior to the start of work, from the appropriate Ranger District headquarters. If predictions made after 6:00 p.m., local time, are significantly different than the original prediction, the Forest Service will inform the Contractor when changes in restrictions or industrial precautions are made.

NOTE: The IFPL system does not apply on lands protected by ODF east of the summit of the Cascades.

Where hauling involves transit through more than one shutdown/regulated use area, the precaution level at the woods loading site shall govern the level of haul restriction, unless otherwise prohibited by other than industrial precaution level system.

8. Fire Tools

The Contractor shall furnish serviceable fire fighting tools in a readily accessible fire tool box or compartment of sound construction with a hinged lid and hasp so arranged that the box can be secured or sealed. The box shall be red and marked "Fire Tools" in letters one inch high. It shall contain a minimum of:

a. 2 axes or Pulaskis with a 32-inch handle;

b. 3 adze eye hoes. One Pulaski may be substituted for 1 adze eye hoe;

c. 3 long-handled, round point shovels, size "0" or larger.

9. Fire Security

When the Industrial Fire Precautions Level is "I" or higher, unless a waiver is granted, the Contractor shall designate a person who shall perform fire security services listed below on the project area and vicinity. The designated person shall be capable of operating the Contractor's communications and fire fighting equipment specified in the contract, excluding helicopters, and of directing the activities of the Contractor's personnel on forest fires. In lieu of having the designated person perform the required supervisory duties, the Contractor may provide another person meeting the qualifications stated above to direct the activities of Contractor's personnel and equipment during all fire fighting activities.

Services described shall be for at least 1 hour from the time the Contractor's operations are shut down. For the purposes of this provision, personnel servicing equipment, and their vehicles, who are not engaged in cutting or welding metal are excluded.

Fire security services shall consist of moving throughout the operation area or areas constantly looking, reporting, and taking suppression action on any fires detected. Where possible, the designated person shall observe inaccessible portions of helicopter operating areas from vantage points within or adjacent to project area.

10. Blasting

Whenever the Industrial Fire Precaution Level is "II" or greater, a fire security person equipped with a long-handled, round point, No. "0" or larger, shovel, and a five-gallon backpack pump can filled with water will stay at location of blast for 1 hour after blasting is done. Blasting may be suspended by Forest Service in writing, in an area of high rate of spread and resistance to control.

Fuses shall not be used for blasting. Explosive cords shall not be used without written permission of Forest Service, which may specify conditions under which such explosives may be used and precautions to be taken.

Additional Fire Precautionary Measure 2 –Communications

12. The Contractor shall provide adequate two-way communication facilities to report a fire to Forest Service within 15 minutes of detection. FCC Regulations prohibit commercial use of Citizen Band (CB) radios. (CB’s are not considered adequate two-way communication).

Such communication shall be operable during periods of operation of power-driven equipment, including the time fire security is required.