Region 4 – Utah Acquisition Support Center Instructional Cover Sheet

ISSUING OFFICE:

USDA-Forest Service
Utah Acquisition Support Center
2222 West 2300 South
Salt Lake City, UT 84119-2020
FAX: 801-975-3483 Phone: 801-975-3846

SOLICITATION NO: AG-84N8-S-16-0046 SET-ASIDE: Small Business

PROJECT NAME: FY 2016 TREE PLANTING ON THE FISHLAKE NATIONAL FOREST

IMPORTANT NOTICE TO OFFEROR – AT A MINIMUM, OFFEROR SHALL SUBMIT THE FOLLOWING DOCUMENTS WITH THEIR OFFER:

- RFQ – complete, sign, & date (Page 2)
- Schedule of Items (PAGE 3)
- AGAR 104B (Attachment 4)
- Experience & Equipment Questionnaire (Attachment 5)
- Technical Response as Identified in Section M

ENSURE THE SOLICITATION NUMBER IS ON THE OUTSIDE OF YOUR ENVELOPE & RETAIN A COPY OF THE SOLICITATION FOR YOUR RECORDS. RETURN TO ADDRESS ABOVE (ISSUING OFFICE).

ATTN: JANICE WHITEHOUSE
SOLICITATION: AG-84N8-S-16-0046

FAR 52.204-7 In order to be considered for any award, it is required that contractors be REGISTERED, ACTIVE, AND VALID in the System For Award Management (SAM) Database at the time of the award. Contractors must also be registered in the SAM database under the NAICS code that this solicitation is issued under.

INSTRUCTIONS FOR REGISTERING AT SAM CAN BE FOUND AT THE FOLLOWING WEBSITES:

https://www.sam.gov or http://www.acquisition.gov

This solicitation is issued through the Local Website at:

www.fs.usda.gov/goto/UASC/Contracting. It is the Offeror's responsibility to watch for any and all amendments to the solicitation at this website.

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)	**THIS RFQ (X) IS (__) NOT A SMALL BUSINESS SET-ASIDE**	**PAGE 1 OF PAGES 69 PLUS ATTACHMENTS**

1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. RATING UNDER BDSA REG. 2 AND/OR DMS REG. 1
AG-84N8-S-16-0046	April 12, 2016	791136	

5a. ISSUED BY	6. DELIVER BY (Date)
USDA Forest Service Utah Acquisition Support Center 2222 West 2300 South Salt Lake City, UT 84119-2020	PERIOD OF PERFORMANCE: 05/23/16 through 05/26/16 APPROXIMATE START DATE : 5/23/2016

5b. FOR INFORMATION CALL (NO COLLECT CALLS)		7. DELIVERY ( ) FOB DESTINATION (x) OTHER (See Schedule)
NAME	TELEPHONE/FAX	9. DESTINATION (Consignee and address including zip code)
Contracting Officer: Janice Whitehouse Technical: Julie Wingate	801-975-3846 970-638-4183	USDA-Forest Service Fishlake National Forest
8. TO (Name, Company, Address including zip code)		

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date). 04/27/16 @ 4:30 p.m. MST Offer May be Faxed to 801-975-3483, Attn: Janice Whitehouse	**IMPORTANT:** This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.

11. SCHEDULE (Include any applicable Federal, State, and local taxes)

ITEM NO. AMOUNT (a)	SUPPLIES/SERVICE (b)	QUANTITY Est. (c)	UNIT (d)	UNIT PRICE (e)	TOTAL PRICE (f)
	FY 2016 Tree Planting on the Fishlake National Forest in Utah in accordance with the attached specifications. SEE PAGES 3 FOR SCHEDULE OF ITEMS SEE PAGES 16 - 17 FOR CONTRACT TIMES Mail your required submittals to the address above. See section K, L & M for proposal information to be submitted. BASIS OF AWARD: A Purchase Order will be awarded based on the evaluation criteria as noted in section M of this solicitation.				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER/PERCENT

NOTE: Additional provisions and representations ( ) are ( ) are not attached

13. NAME AND ADDRESS OF QUOTER (street, city, county, state and zip code)	14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	15. DATE OF QUOTATION

16. DUNS NUMBER (See page 3 for information on obtaining a DUNS number)	17. NAME AND TITLE OF SIGNER (Type or Print)	18. TELEPHONE/FAX

USDA – Forest Service

PART I – THE SCHEDULE

B.1. SCHEDULE OF ITEMS

2016 TREE PLANTING ON THE FISHLAKE NATIONAL FOREST

Fill-in planting in the Box Creek planting area located south of Richfield, Utah and fill- in planting in the Dry Hollow planting area located east of Beaver, Utah. Estimate 19,050 seedlings will be planted (9,525 at each location)

TREE PLANTING

Hoedad Planting Only

B. 1. SCHEDULE OF ITEMS

Bid Item 1 – Engelmann Spruce Planting

Work Item	Description	Unit of measure	Unit Price
C.4.1 .1	Transport-Walk-in	Mile	NA
C.4.1.5	Tree Orders		NSP
C.4.1.5.2	Plant all trees ordered		NSP
C.4.2 C.4.2.1 C.4.2.2 C.4.2.3	Tree Handling and Care	Each	NSP
C.4.4	**2016**		
	1.1 Box Creek TS- Engelmann spruce	9,525 Trees	$ _____
	1.2 Dry Hollow TS- Engelmann spruce	9,525 Trees	$ _____
	2016 Total	**19,050 Trees**	$ _____
C.4.4.1	Satisfactorily Planted Tree	Incl. with planting	NSP
C.4.4.2	Clearing and Scalping	Incl. with planting	NSP
C.4.4.3 C.4.4.3.1 C.4.4.3.3	Shade	Incl. with planting	NSP
C.4.4.5 C.4.4.6 C.4.4.7	Spacing	Incl. with planting	NSP
C.4.7	Quality control		NSP
C.4.8	Work Plan and Schedule		NSP
C4.9	Camping and Worksite Conditions		NSP
C.4.10	Communications		NSP
C.4.11	On-Site Representative		NSP
C.4.12	Crew Safety	Each	NSP

NSP – not separately priced

The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

PART I – THE SCHEDULE

SECTION C – STATEMENT of WORK (SOW) SPECIFICATIONS

SECTION C – SPECIFICATIONS

C. 1. INTRODUCTION

C.1.1. Background

The Forest Service is in need of tree planting services to restore and reforest lands after timber harvest. The purpose of this contract is to secure tree planting services in a manner that insures tree survival and growth. Tree survival and growth is dependent on the initial health of the tree seedlings, the manner in which trees are handled and planted, environmental conditions such as soil moisture and weather, and animal damage to the seedlings. The services secured with this contract will focus on the need to provide appropriate tree handling and planting techniques during a period of time when environmental conditions are most favorable to insure tree survival.

C.1.2. Scope of Contract

The solicitation is for tree planting services on the Fishlake National Forest (Richfield and Beaver Ranger Districts. The Contractor shall furnish all labor, equipment, supervision, transportation, supplies (except those designated as Government furnished), and incidentals to perform all work necessary on the areas specified in the contract. The contract includes tree handling and planting, to provide the seedlings with the greatest chance of survival. All aspects of the work program shall be performed in an organized, systematic manner to assure services shall be performed over the entire unit. See the Detailed Information Chart (Section J) for specific unit specifications.

C.1.2.1. This contract is a Performance Based, Firm-Fixed Price (FFP) contract.

C.1.2.2. The performance period for Bid Item 1 will be from approximately May 23 to 26, 2016 ***(dates are subject to change due to weather and site conditions).*** Estimated two days of planting at each site.

C.1.3. Location and Description

Bid Item 1

Subitem/Description	Acres	Species	Unit of measure	Quantity
2016 Planting- Richfield RD				
1.1 Box Creek TS	44	Engelmann Spruce	Trees	9,525
			Sub Total	**9,525**
2016 Planting- Beaver RD				
1.2 Dry Hollow TS	117	Engelmann Spruce	Trees	9,525
			Sub Total	**9,525**
			Total Engelmann Spruce for both Districts	**19,050**

C.1.3.1. Access. Refer to Government-furnished services in Section C.3 and Contractor Requirements in Section C.4 for additional information.

C. 2. DEFINITIONS

Acceptable established tree. An existing conifer of seedling and/or sapling size that is of good form, color, free of damage, has 50% or greater crown ratio, and is the species and size specified in the Detailed Information Chart (Section J).

Access point. The point identified for access to planting areas.

Animal Damage Control (ADC). Methods for protecting the seedlings from animal damage, particularly big game, may include vexar tubing or flexible netting.

Artificial Shade. Materials not found on the planting site used to shade the tree.

Clean water and buckets. Water and buckets used for tree dipping that are free of contaminants that could injure the trees. Water is initially suitable for human consumption.

Clearing. Removal of surface debris around the planting hole to avoid debris from falling into the hole. Debris includes duff, litter, rotten or charred wood, moss, loose rock, ashes, snow, and surface frost.

Contract Time. See Period of Performance.

Container plug. Seedling grown in a receptacle containing soil and nutrients. When the container seedlings are extracted from the receptacle, the soil stays intact around the roots. The soil and roots together are referred to as the container plug; the soil is the container media.

Contracting Officer's Representative (COR). The COR is the on-site contract administrator for the Contracting Officer (CO). The duties and responsibilities of a COR are defined in the letter of designation issued by the Contracting Officer.

Delivery point. The point identified for delivery of trees and other supplies. If there are multiple points for delivery of various items, it will be so noted.

Drip line. The line extending vertically from the exterior edge of a tree's live crown to the ground.

Foreign material (in planting hole). Large rocks, sticks, litter or similar material not part of the surrounding soil substrate that is in the planting hole after the tree is planted.

Ground line of tree before planting. The original ground line of the tree before planting is the soil surface level in the nursery beds or in the container receptacle. It is between the cotyledon scar and the root collar.

Inbox temperature. The temperature near the center of the box of trees measured with a probe thermometer or similar instrument. This is the temperature of the seedlings while in the shipping box.

Lateral Roots. The horizontal roots extending from the main vertical (tap) root.

Microsite. A plantable spot favorable to seedling survival and growth. Examples of favorable microsites are stumps, down logs, large slash, snags, and standing cull trees that provide protection from sun, wind, animals, and other damaging agents.

Moist Soil (in the planting hole). The soil in the planting hole is considered "moist" if it is similar in moisture to the undisturbed soil next to the planting hole at similar depth.

Period of Performance (also Performance Period or Contract Time). All calendar days allowed for completion of contract work. Includes all days of the week including weekends and holidays.

Plantable Spot. An area where a tree can be planted in accordance with all specifications in the contract. In the Planting Inspection method, a plantable spot is also any area where the Contractor has planted a tree.

Protection. Natural and artificial materials that act as an obstacle protecting the tree from animal or other injurious agents. The protection material and effort required by the planter to protect the tree varies depending on the site conditions of each unit.

Quality Assurance. The actions taken by the Government to assess the Contractor's results to determine that they meet contract requirements. The methods for quality assurance are described in the Quality Assurance Surveillance Plan (QASP).

Quality Control. Those actions taken by a Contractor to control the production of outputs to ensure that they conform to the contract requirements. The methods for inspecting for quality control are described in the Contractor's Quality Control Plan (QCP).

Planting Inspection. The standard planting inspection procedure as described in Forest Service Handbook, R4 Supplement 2409.17-2002-1 (effective 4/29/2002), 2.82 part 2 (refer to Section C.5.1 for internet access and provided in Section J. It includes the description of planting violations that result in unsatisfactorily planted trees, plot sizes, calculations for determining planting quality based on trees planted, and similar information.

Residual tree. Live trees remaining in the unit after the harvest or fire activity.

Root length. The root length measured from the original ground line to the end of the main vertical or tap root.

Satisfactorily planted tree. A tree that is planted in accordance with C.4.4.1.

Scalping. The removal of live vegetation including roots to reduce competition from existing vegetation and to expose mineral soil. The diameter of the scalp and the maximum depth of the scalp are specified in the Detailed Information Chart.

Shade. Natural and artificial materials that protect the tree from the sun's heat and wind The type of shade material and effort required by the planter to shade the tree varies depending on the site conditions of each unit.

Stationary material. Natural material used to shade or protect the tree that is not moveable by the planter. Natural material includes items such as stumps, logs, dead brush, rocks, or terrain features used to provide the required protection for a tree. Stationary material generally offers the most shade and protection for seedlings from sun and animal trampling.

Top height. The length from the original ground line to the top of the terminal leader; does not include needles extending above the leader.

Transportable shade. Natural material such as wood debris that can be moved to the planting spot to shade the tree from the sun.

Trees in possession of the Contractor. The time after trees has been issued to the Contractor. During this time, the Contractor is responsible for all aspects of tree care and accountable for tree quantities.

Unplantable spot. An area where a tree cannot be planted satisfactorily and no tree has been planted. An allowance is given in the Planting Inspection for unplantable spots within the plot.

In **hoe planting** a spot is considered unplantable if a suitable spot for planting a tree cannot be found after three attempts of

throwing the hoe, and if the hole cannot be opened at the spot with five swings or less.

In **auger planting** , the spot in considered unplantable if a suitable spot cannot be found after three attempts at clearing or
scalping to find a plantable spot, and then after three attempts to open the hole in the spot with the auger fail.

Unsatisfactory planted tree. A planted tree which fails to meet one or more of the specifications of a satisfactorily planted tree. Refer to definitions for planting violations described by Planting Inspection in FSH 2409.17-2002-1 References provided in Section J.

Wasted material. Material provided to the Contractor to conduct a task such as installing artificial shade or animal damage control that is lost, dropped, or damaged by the Contractor, or which is installed on trees not in accordance with the requirements of the contract. This may include, but is not limited to, installing shade on the wrong species or netting on the wrong tree(s).

Wasted tree. A tree that is lost, damaged, destroyed or handled contrary to the standards for care of trees. Planted trees that exceed the maximum number of trees in the Planting Inspection plot procedure are also considered wasted trees.

C. 3. GOVERNMENT FURNISHED PROPERTY and SERVICES
The property and services that will be provided by the Government are as follows:

Item	Description	Where, When, How
3.1. Detailed Information Chart	Shade requirements and protection.	Provided in Section J, Exhibit 01
3.2. Project Maps	Maps of planting units with access roads, access point(s), and delivery point(s) identified. Suggested access to walk-in units identified.	Provided in Section J, Exhibit 02
3.3. Access Roads	The Government will provide access to the access point(s). The Government will clear down trees (if any) from the access roads. Access roads are accessible by 4WD vehicles equipped for mountain driving.	
3.4. Access behind locked gates	Not Applicable	During period unit is being planted.
3.5. Trees- planting stock	Container Grown Trees: Length of container plug will range from 6 to 9 inches. Top heights range from 3 to 10 inches. At least 90% of the trees will meet these specifications.	Provided on written order 24 hours in advance of delivery. Delivered to delivery point.
3.6. Reflective Tarps	Not Applicable	Not Applicable
3.7. Tree Wrapping Materials	Not Applicable	Not Applicable
3.8. Shade Tube Materials	Not Applicable	Not Applicable
3.9 Vexar Rigid Netting Materials	Not Applicable	Not Applicable
3.10 Planting Inspection Sheet	Form R4-2400-133a. Quantity necessary to inspect the contract. [OR one copy provided, to be duplicated by Contractor]	Provided at Pre-work meeting. TBD in Section H.4.
3.11 Artificial Shade and ADC Inspection Sheets	Not Applicable	Not Applicable
3.12 Wage Determination Sheet	Not Applicable	Not Applicable

C. 4. CONTRACTOR WORK REQUIREMENTS and STANDARDS

C.4.1. General

C.4.1.1. Road Access. The Contractor may access the units from forest roads indicated on project maps. Some units may require the Contractor to walk; access is to the access point noted on project map. After initial clearing of the access roads by the Government, the Government shall clear any subsequent falling of trees that block roads needed to access units.

C.4.1.1.1. Tree transport within unit. No Motorized transportation is permitted within the units.

C.4.1.2. Walk-in units. These units cannot be accessed from open forest roads. The Contractor shall transport trees from the access point to the unit using the method of his/her choice consistent with restrictions on motorized vehicles or other transport method noted on the Detailed Information Chart.

C.4.1.3. Not Applicable

C.4.1.4. Not Applicable

C.4.1.5. Tree Orders and delivery. The Contractor shall order trees at least 24 hours in advance of desired delivery. This time period is necessary to allow the Government time to prepare trees for planting and for acclimatization if needed.

C.4.1.5.1. Not Applicable

C.4.1.5.2. The Contractor shall plant all trees ordered and delivered to the planting unit within 12 hours of delivery, unless otherwise approved by the COR. Trees shall not be returned to the Government for cooler storage unless approved by the COR. When the COR determines that conditions are unsuitable for planting, the Contractor shall return all unplanted trees to the delivery point with no penalty for delay in planting the delivered trees.

C.4.1.6. Not Applicable

C.4.1.7. Return Government Equipment. The Contractor shall return unused Government supplies, unplanted trees, all packaging materials, and wrapping materials to the delivery point at the end of each planting day.

C.4.2. Tree Handling and Care

C.4.2.1. The Contractor shall be responsible for the care of trees from the delivery point and throughout the time that trees are in possession of the Contractor to assure they are properly cared for and not damaged or exposed to damaging conditions consistent with FSH 2409.17, 2.53 parts 6, 7 and 8, provided in Section J. Trees not properly cared for may be considered wasted trees.

C.4.2.1.1. Not Applicable

C.4.2.2. Contractor shall not alter the trees (includes no root or top pruning).

C.4.2.3. Contractor shall take precautions to keep roots moist during the planting operation.

C.4.2.4. The Contractor shall be aware of environmental hazards which affect tree survival; he/she shall alter crew work schedules and tree handling practices to allow planting whenever possible. Environmental Hazards are described in FSH 2409.17, 2.53, part 8 and 2.82 part 1c.(2) and provided in Section J.

C.4.2.5. Not Applicable

C.4.2.6. Not Applicable

C.4.3. Tree Preparation Not Applicable

C.4.3.1. Not Applicable

C.4.3.1.1. Not Applicable

C.4.3.1.2. Not Applicable

C.4.3.2. Not Applicable

C.4.3.2.1. Not Applicable

C.4.4. Tree Planting

C.4.4.1. Satisfactorily Planted Tree. Trees shall be planted satisfactorily both above and below ground as defined in FSH 2409.17, 2.66 and 2.67. Trees shall be planted in moist soil, free of foreign debris, and in a hole deep enough to accommodate the fully extended tree roots, and shall meet all requirements of the contract. The open-hole method shall be used as described in FSH 2409.17, 2.63. FSH references are provided in Section J.

C.4.4.2. Clearing and Scalping. Each planting spot shall be free of surface debris and competing vegetation consistent with FSH 2409.17, 2.62 parts 1 and 2. The minimum clearing and scalping distances and the maximum clearing and scalping depths are stated in the Detailed Information Chart, Section J. The distances may differ from those stated in FSH 2409.17, 2.62.

C.4.4.3. Shade. Trees shall be planted in the best microsite available to mitigate problems associated with hot dry aspects, consistent with FSH 2409.17, 2.61, part 2 and 3a. (provided in Section J). Each tree shall be as close to the shade material as possible.

C.4.4.3.1. Planted trees shall be shaded consistent with the shade requirement identified in the Detailed Information Chart, Section J.

C.4.4.3.2. When shade is required, each tree shall be shaded at the ground level from the afternoon sun (approximately 2-4 pm), except on east facing slopes when the tree shall be shaded from the morning sun.

C.4.4.3.3. When transportable (shade) material is required, it must be at least 3 inches in diameter, and be within 5 feet of the planted trees. Do not place shade on the uphill side of a planted tree where it can roll on to the tree.

C.4.4.4. Protection-only. Trees shall be planted in the best microsite possible to mitigate afternoon sun. Protect tree consistent with FSH 2409.17, 2.61, part 1 and 4. (Section J)

C.4.4.4.1. Planted trees shall be protected consistent with the protection requirement identified in the Detailed Information Chart (Section J). Each tree shall be planted as close to the stump, log or other suitable protection material as possible.

C.4.4.5. Spacing. Trees shall be planted to achieve the average spacing specified in the Detailed Information Chart. For individual trees, the spacing may be varied as much as 50 percent in any direction to attain the best plantable spot. The number of trees planted shall not be materially changed by the method of selecting planting spots.

C.4.4.6. Acceptable established trees and other planted trees. A tree shall not be planted in direct competition with an acceptable established tree or another planted tree. Therefore, do not plant a tree closer than 5 feet to an acceptable established tree or other planted tree

C.4.4.7. Residual trees. Trees shall not be planted within the immediate influence of established larger trees in the unit, therefore, do not plant under the dripline of an existing tree or within 5 feet of an existing crop tree.

C.4.4.7.1 Openings. **Tree shall not be planted in areas that are greater than 20 feet in diameter that do not have stumps or residual trees. These areas are natural openings and are not productive for tree growth and are considered non-plantable spots in the inspection procedure.**

C.4.4.8. Not Applicable

C.4.4.9. Trees not meeting specifications. The Contractor is not obligated to plant trees not meeting specifications The COR will determine if trees do not meet specifications. Trees that do not meet the specifications in C.3.5 shall be returned to the Government. Except as noted below, if trees not meeting specifications are planted, they shall be planted satisfactorily.

C.4.4.9.1. Not Applicable

C.4.5. Not Applicable

C.4.5.1. Not Applicable

C.4.5.1.1. Not Applicable

C.4.5.1.2. Not Applicable

C.4.5.2. Not Applicable

C.4.6. Not Applicable

C.4.6.1. Not Applicable

C.4.6.1.1. Not Applicable

C.4.6.1.2. Not Applicable

C.4.7. Quality Control. The Contractor shall prepare a Quality Control Plan as described in Section E. The Contractor shall inspect the work in accordance with the accepted Quality Control Plan.

C.4.8. Work Plan and Schedule. The Contractor shall prepare a work plan and schedule that demonstrates that work will be completed within the performance period described in Section F. The Contractor shall

provide a general plan with the technical proposal. A supplementary plan and schedule shall be provided after contract award, but within 24 hours before start work. The Contractor shall update the work plan as work is in progress to account for changes; the Contracting Officer may accept the updated work plan.

C.4.9. Camping and Worksite Conditions. The Contractor shall prepare a Camping and/or Worksite Plan and operate in a manner that will protect the environmental resources and the public facilities. The conditions will be consistent with the requirements of Section H, Section I, and supplementary attachments in Section J.

C.4.10. Communications. The Contractor shall keep the Contracting Officer advised as to where the Contractor can be reached prior to start of Contract Time. Further, the Contractor shall maintain contact with the Contracting Officer during periods of work suspension to reduce any delay in resuming planting and to determine the best suitable time and conditions to resume planting.

C.4.11. On-site Representative. The Contractor's on-site representative shall be fully conversant and literate in the English language and shall be in the work area whenever work is in progress-Refer to F.3. (Superintendence by the Contractor). The Contractor's Inspector shall also be conversant and literate in the English language.

C.4.12. Crew Safety. The Contractor shall consider and address crew safety and provide a Safety Plan consistent with FAR 52.236.13.

The project area is located in the District/County on the National Forest. The contractor will be working in remote areas and will be exposed to natural conditions including, but not limited to, traveling over uneven and rocky terrain, encounters with bears and other wildlife, and inclement weather. The contractor is responsible for ensuring that all employees are trained and have proper safety equipment prior to commencing work in the project area.

C. 5. STANDARDS

C.5.1. Mandatory Standard. The following sections from the Forest Service Handbook, R4-Supplement 2409.17-2002-1 (effective 4/29/2002), Chapter 2 – Reforestation, are mandatory for execution of this contract.
Sections: 2.53 parts 3, 5-8; 2.61; 2.62 parts 1 and 2; 2.63; 2.66; 2.67;and 2.82 parts 1.c. and 2.

Sections mandatory for contract execution are provided in Section J as guidelines; the complete handbook is available at: http://www.fs.fed.us/cgi-bin/Directives/get_dirs/fsh?2409.17, *Region 4 (Intermountain Region): Regional Issuances* Section.

C.5.2. Non-Mandatory Standard. The following references do not supersede direction given in C.5.1 or requirements set forth in this contract, but provide background and supporting information that may be useful to a prospective offeror.

C.5.2.1. The Forest Service Handbook, R4-Supplement 2409.17-2002-1 (effective 4/29/2002), Chapter 2 – Reforestation exclusive of the sections listed in C.5.1.
The handbook is available at the website specified in C.5.1.

C.5.2.2. Tree handling and planting procedures that are acceptable are like those generally accepted for planting seedlings in forested conditions. There are a number of references describing the care and planting procedures. One reference is Reforestation Practices in Southwestern Oregon and Northern California (eds. Stephen D. Hobbs, Steven D. Tesch, Peyton W. Owston, Ronald E. Steward, John C. Tappeiner II, Gail E. Wells), Oregon State University Corvallis, Oregon. Specifically refer to Chapter 14, Seedling Handling and Planting by Robin Rose, pp. 330, and 334-343.

C. 6. PERFORMANCE REQUIREMENTS SUMMARY

The following describes the major items in the contract with the incentives and deductions for the work described. Items below are included here as requirements.

Work Statement	Performance Standard	Government Method of Assessment	Incentives and Deductions for meeting the Standard
Tree Handling and Care C.4.2, and Tree preparation C.4.3	Trees are properly handled and cared for. Box temperatures are below 55 degrees F while in the Contractor's possession. When violations occur, Contractor takes corrective action immediately. Tree bundles are properly wrapped Bundles that are not properly wrapped are reworked.	COR and inspector will monitor operations and conduct random samples.	• The Contractor's care and handling of trees will affect the performance assessment as either a positive or negative incentive. • If Contractor meets the standard, no deduction. • If Contractor does not meet the standard and/or take corrective action, the Government may assess liquidated or actual damages (Section G), and provide adverse performance assessment.
Tree Planting C.4.4	Planting quality meets or exceeds performance standard of 93% quality.	COR or inspector conduct periodic inspection consisting of plots consistent with Planting Inspection (FSH 2409.17, 2.82, part 2).	• The Contractor's planting quality will be reflected in the performance assessment as either a positive or negative incentive. • If Contractor achieves 93% planting quality or greater, full unit price as incentive. • If Contractor does not achieve at least 93% quality, deductions as per Section G. May result in adverse performance assessment.
Quality Control C4.7.	Contractor maintains good quality control on all aspects of operation including tree handling, preparation and planting, artificial shade and ADC installation. Actions not consistent with contract specifications are corrected as per the Quality Control Plan.	COR or inspector randomly sample and observe operations.	• The quality of Quality Control provided by the Contractor will be reflected in the performance assessment as either a positive or negative incentive. • If the Contractor fails to meet standards, work may be suspended or the Contractor put in Default for failure to take corrective action immediately and result in adverse performance assessment.
	Contractor's plot inspections are +/-5% of Government's quality. Inspection completed to meet timeframes. Inspection records are complete and accurate.	COR or inspector randomly sample and observe Contractor inspection. Reviews Contractor inspection sheets daily.	• The ability of the Contractor to meet the standard will be reflected in the performance assessment as either a positive or negative incentive. • When Contractor's plot inspections meet standards, no deduction. • If quality does not meet standard, deduction (Section G) and/or additional costs to the Government will be assessed.
Work Plan and Schedule C.4.8.	Work meets schedule as per the accepted work plan.	COR and inspector conduct periodic monitoring.	• The Contractor's ability to maintain the work schedule and complete work on schedule will be reflected in the performance assessment as either positive or negative incentive. • Work not completed on schedule is subject to Default and may result in assessment of actual costs.

SECTION E - INSPECTION AND ACCEPTANCE

E. 1 (FAR 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)

(a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may-

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may-

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

E. 2 CONTRACTOR QUALITY CONTROL

E.2.1. Quality Control Plan

The Contractor shall provide a Quality Control Plan (QCP) with the project proposal. The Contractor shall finalize the QCP prior to starting work, based on items awarded to the Contractor and Government comments. The general QCP must demonstrate how the Contractor will assure quality meets the requirements and specifications of the contract.

The general Quality Control plan shall specify the guaranteed quality for planting, artificial shade, and animal protection application, how quality will be monitored, the supervision of crew and work, and personnel that will be performing the quality control.

E.2.2 Plot Inspections- Tree Planting

The Contractor shall maintain a plot system for inspecting tree quality in an unbiased manner, and which represents the entire area planted or treated. The method must be comparable or more rigorous than what the R-1 Planting Inspection Method would produce.

E.2.2.1

Inspection plots shall be marked and identifiable on the ground.

E.2.2.2

Contractor shall provide written inspection data by unit in a format that meets the contract requirements and a sketch map with plot locations. Contractor may choose to use the R-1 Planting Inspection Sheet (R1-2470-9). Planting quality data sheets and maps shall be provided to the Government by 8 am the following day. *[or end of workday]*. The Government may observe or re-examine the Contractor's plots at any time.

E.2.2.3

The planting quality percent shall be calculated based on number of trees satisfactorily planted based on above ground quality, multiplied by the trees satisfactorily planted based on below ground quality, adjusted for the percent of area inspected.

E.2.2.4

Plot inspection shall include a tally of trees that are in excess to the maximum allowable to be planted specified in the Detailed Information Chart. These trees are considered wasted trees and will be assessed liquidated damages. To insure that trees are distributed throughout the unit fairly consistently, wasted trees will be tallied by

plot. The sum of all plots will be used to determine the liquidated damages assessment, (and/or actual damages) Section F-3.

E.2.3 Inspections- Artificial Shade and/or Animal damage control

The Contractor shall maintain an inspection system that fully samples the treated area in a systematic and unbiased manner consistent with the method agreed to in the accepted proposal.

E.2.3.1

Areas or trees sampled shall be marked and identifiable on the ground.

E2.3.2.2

The percent quality for installation of shade tubes/card and/or ADC netting shall be the ratio of the number of trees with satisfactory installation of tubes/card or netting to the total trees that are required in the contract to be treated.

E.2.3.3

Inspection shall include a tally of wasted materials due to a) excess or unspecified trees being treated within the inspection sample (i.e. plot if plot sample is used) and b) materials dropped or damaged by Contractor.

E.2.2.5

The Contractor's Quality Control inspections shall be maintained within 5 percent of the Government quality assurance verification plots.

E.2.2.5.1

Failure of the Contractor to maintain inspection results within 5% of the Government's quality will deem the Contractor's quality control unacceptable and may result in the Government performing the inspection. The Government may assess to the Contractor the costs incurred by the Government that is directly related to the performance of such service (FAR 52.246-4) or terminate the contract for default. Refer to Section F.3.4.2.

PART I - THE SCHEDULE

SECTION F - DELIVERIES OR PERFORMANCE

F. 1 (FAR 52.252-2) (FEB 1998)

52.242-14 Suspension of Work (APR 1984)

F. 2 DELIVERIES

F.2.1 Contract Performance Time and Required Rate of Progress.
Tree survival and growth is dependent upon proper soil and weather conditions at the time of planting and these conditions only prevail for a limited length of time. It is therefore imperative that work be started promptly after conditions for planting become suitable. The Contractor shall maintain progress at a rate, which will assure completion within the performance period. The minimum acceptable rate of progress will be calculated by dividing the total units of work for each **item** by performance time specified. In the event the Contractor is delayed and falls more than 2 calendar days behind the progress rate required above, the Contractor's right to proceed is subject to immediate termination for default. See Clause 52.249-10, Default, Section I, for additional information.

F.2.2 AGAR 452.211-74 Period of Performance (FEB 1988)
The period of performance of this contract is from date of award through completion of basic requirement. The option items will be exercised at the option of the Government the following year after the award.

2016 Tree Planting Period

Item	Estimated Beginning date	Estimated Ending Date
Richfield Ranger District -Bid Item One	May 23/2016*	4 working days
*The estimated starting date may vary from May 23 to Jun 15, depending upon snowpack		

Richfield Ranger District, Fishlake National Forest
–Tree Planting 2016--

BID ITEM	NUMBER OF TREES	CONTRACT TIME
Box Creek	9,525	2 Days
Dry Hollow	9,525	2 Days

F.2.3 Notice to Proceed

The Government will issue a Notice to Proceed as soon as weather and ground conditions are favorable for planting and survival of the trees on one or more of the areas. If more than one area is available, the Contractor may specify the unit sequence with agreement by the Contracting Officer.

F.2.3.1 Contract time

Contract Time will start on the date specified on the Notice to Proceed. At that time the period of performance (clock) will begin.

F.2.4 Unfavorable conditions

Whenever it is determined that environmental or physical conditions become unsuitable for tree survival, the Contractor shall move to another area identified by the Contractor or the Contracting Officer. When no other area is available, the Government shall suspend work and stop the contract time. When conditions are again favorable, the Contracting Officer will issue a verbal resume work order and confirm that order in writing. The count of contract time will resume on the day indicated by the Contracting Officer. If the Contractor cannot be reached at the phone number provided (per Section C.4.11) a written Resume Work Order will be mailed and count of contract time will resume on the date specified.

F. 3 DAMAGES

F.3.1 Liquidated Damages

F.3.1.1 Planting Quality

It is agreed that when the quality of planting is below 80 percent, the Government is damaged and replanting will likely be necessary. Therefore, if the Contractor fails to plant any unit within a pay unit at a level of 80 percent or higher planting quality, the Contractor shall, in the place of actual damages, pay to the Government the following fixed, agreed, and liquidated damages for each unit with planting quality of less than 80 percent:

$ .63 Per Tree

F.3.1.1.1

If the amount of liquidated damages as stated above exceeds the amount earned by the Contractor pursuant to Section G. 2 of this contract, liquidated damages will be assessed in an amount equal to the amount earned.

F.3.1.1.2

If quality of planting falls below 80 percent and is not corrected, the Government may terminate this contract in whole or in part under the Termination for Default clause in the contract. In that event, the Contractor will be liable for fixed, agreed, and liquidated damages on all acres planted where the planting quality is less than acceptable. The

liquidated damages shall be in addition to additional incurred costs under the termination clause (FAR 52.249-8)

F.3.1.1.3
The Contractor shall not be charged with liquidated damages when the quality of planting arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Termination for Default Clause.

F.3.1.2 Trees
When the Contractor wastes trees, the Government is considered damaged.

Liquidated damages will be charged in the following manner:

Liquidated Damage Charge for Trees wasted based on plot calculation

No. of Wasted Trees On Plots / No. of Plots Taken	X	Reciprocal of the the Plot Size	X	Acres in Pay Unit	X	Charge Rate Per Tree	=	Wasted Tree Charge

F.3.1.2.1 Wasted trees in inspection plot
The wasted trees counted in the unit is the sum total of the wasted trees on each plot. The Liquidated Damage charge for trees wasted will be based on plot calculation.

F.3.1.2.2 Intentionally Wasted Trees
When wasted trees found are not minor in nature, and are considered intentional as determined by the COR, the location of the found trees becomes a plot center for the calculation of the wasted tree charge. The Liquidated Damage charge for trees wasted will be based on plot calculation.

F.3.1.3 Other material (for artificial shade and animal damage control installation)
Material that is used unnecessarily on the unit will be considered wasted material and noted on the plot calculation. Total of wasted material is the sum of all plots for each unit. If a sample other than a plot sample is proposed by the Contractor and accepted by the Government, the calculation will be modified to provide comparable results.

The charge for wasted material will be calculated as follows:

Liquidated Damage Charge for Materials wasted based on plot calculation

No. of Wasted Material on Plots / No. of Plots Taken	X	Reciprocal of the the Plot Size	X	Acres in Pay Unit	X	Charge Rate Per item	=	Wasted Material Charge

F.3.2 Actual Damages

F.3.2.1 Trees

Actual damages for wasted trees will be assessed when trees are dropped or damaged by Contractor, but are outside of plots, and are not considered intentional in nature. If the Contractor mishandles trees in such a way that it results in actual or potential damage to the tree(s), the trees(s) will be considered wasted.

The Contractor shall pay the actual charge for wasted materials based on this calculation:

Charge for actual Trees Wasted during Planting Operations				
Number of Wasted Trees	*X*	Charge Rate Per Tree	=	Wasted Tree Charge

F.3.1.1

When wasted trees are found, and the damage is considered minor in nature, the Contracting Officer may waive the wasted tree charge. In no case will a waiver be given if the total planted trees on the inspection plot, exceeds the Maximum Number Allowable Trees for any unit.

F.3.2.2

Other material (shading or animal damage protection materials)

Charge for actual Material Wasted during Planting Operations				
Number of Wasted Material	*X*	Charge Rate Per item	=	Wasted Material Charge

F.3.2.3

The Actual charge rate for wasted trees or materials and other Government-furnished property that is not returned, or returned in a non-usable condition, is as follows:

Reflective Tarp	$100.00 each
Container Trees	$.63 each

F.4 COSTS.

It is agreed that when the Government incurs additional costs due to actions of Contractor as described below, the Contractor may be assessed the direct costs to the Government. The costs may include wages and overtime, travel and meals, and other actual costs.

F.4.1 Work competed after contract performance period completion

When the Contractor fails to complete work within the performance period, the Contractor may be assessed the costs incurred after the performance period.

F.4.2 Government completion of Contractor's work - quality inspections

When the Contractor fails to meet the quality standards required by the contact for quality inspections, the Government may perform these services and assess the Contractor the actual costs.

PART I - THE SCHEDULE

SECTION G - CONTRACT ADMINISTRATION DATA

G. 1 MEASUREMENT

G.1
The area to be planted, netted, or tubed and paid for is provided in the Detailed Information Chart. All linear and area measurements under this contract are measured on a horizontal plane. The unit boundaries are flagged with pink ribbon.

G.1.1 Acre unit of measure
When the quantity of measure is acres, the Contractor will be paid based on the acres indicated on the Detailed Information Chart.

G.1.2 Trees planted unit of measure
When the quantity of measure is by the number of trees planted, the actual number of trees planted will be the unit of measure. The Government will maintain a tally of trees delivered and planted per day. The contractor may also maintain a tally of the number of trees delivered and planted each day.

Total trees planted will be the basis of payment. The Government will maintain an inventory of trees planted per day. If a discrepancy occurs between the Government tally and the Contractor tally and the difference is < 5%, the differences will be averaged; if > 5%, trees planted will be determined via Section III e, of the Q. A. Plan (not to exceed total trees issued).

G.1.2 Re-measurement
Re-measurement of the acreage or actual quantity of planting/netting/tubing under this contract may be made upon the receipt of a written request and documentation supporting the probability of an error by the Contractor. Requests for re-measurement must be made within 10 days after the specific task has been completed on the unit.

G.1.1.1.1
Payment will be based on the re-measurement of the acreage or quantity count except when:

a. Per Acre unit of measure: no payment adjustment shall be made for areas less than 1 acre.

b. Per Tree or Each unit of measure: no payment adjustment shall be made for quantities of 500 or less.

G.1.1.1.2
The Contractor will pay for the cost of re-measurement if the re-measurement results in:

a. Per Acre unit of Measure: An increase of less than 1 acre on units smaller or equal to 20 acres.

b. Per Acre unit of measure: An increase of less than 5 percent on units larger than 20 acres.

c. Per Tree unit of measure: an increase of less than 5 percent.

G. 2 METHOD OF CALCULATING PAYMENT

G.2.1 The Contractor's Quality Control

G.2.1.1
Whenever the Contractor maintains quality control (inspection) plots within 5 percent of the Government's verification plots, the inspection work will be acceptable and payment for inspection will be at the unit price for Contractor's Inspection System.

G.2.1.2
When the Contractor fails to maintain results within 5 percent of the Government's verification plots, the work is considered unacceptable and the Government may (i) accept the work at a reduced price, (ii) require the area to be reworked (re-inspected) at no additional expense to the Government or (iii) reject the work in its entirety. If work is rejected, the Government will conduct the inspection and may assess the Contractor the Government costs of the inspection.

G.2.1.3
The Contractor's quality control plots will be the basis for computing the rate of payment for tree planting, artificial shade, and animal damage control installation except when the Contractors inspection plots are unacceptable and Contractor's quality is greater than 5 percent above the Governments.

G.2.1.3.1
When the Contractor's results are greater than 5 percent above the Governments results, the Government results will be used to establish quality and will be the basis for payment.

G.2.1.3.2
When the Contractor's results are greater than 5% below the Government's results, payment will be made based on the Contractor's results .

G.2.2 Tree Planting- payment calculation
Payment less damages and costs will be based on the following methods. Refer to Section F-3 liquidated damages for calculation of wasted tree deduction.

G.2.2.1 **Planting quality meets or exceeds Contractor's Guaranteed Planting Quality**

Whenever the quality of planting exceeds the Contractor's guaranteed planting quality, based on the Contractor's quality control inspection and verified by the Government monitoring, the work will be acceptable and payment will be made at the unit price for tree planting.

Per Acre Payment Example: With a unit price of $100 and a unit size of 60 acres, the bid price would be $6,000. If the Contractor's guaranteed quality (CGQ) was 92% and the planting quality was 95%, payment would be $6,000.

Per Tree Payment Example: With a unit price of $.40/tree and 27,000 trees are planted in the unit, the bid price would be $10,800. If the Contractor's guaranteed quality (CGQ) was 92% and the planting quality was 95%, payment would be $10,800.

G.2.2.2 **Planting Quality less than CGQ but 80 percent or over**

Whenever the quality of planting is below the CGQ but is 80 percent or over, based on the Contractor's quality control inspection and verified by the Government monitoring, the work will be considered unacceptable and payment will be made for the value of the services provided. Payment will be made after a 1 percent deduction in the unit price for each 1 percent the planting quality is below 100 percent. This payment shall only be made after the Government determines that no further work shall be required nor allowed.

Per Acre Payment Example: With a unit price of $100 per acre and a unit size of 60 acres, the bid price would be $6,000. If the planting quality were 85% and the Contractors guaranteed quality is 92%, payment would be $100 x 85% x 60 acres = $5,100.00.

Per Tree Payment Example: With a unit price of $.40 per tree, if 27,000 trees were planted, the bid price would be $10,800. If the planting quality was 85% and the Contractors guaranteed quality was 92%, payment would be $10,800 x 85% = $9,180.00.

G.2.2.3 **Planting Quality below 80 percent**

Whenever the quality of planting is below 80 percent, based on the Contractor's quality control inspection, the work will be considered unacceptable. Payment for work performed will be made only after the assessment of liquidated damages as provided in this contract and will be at the rate of contract price times the planting quality percentage.

Per Acre Payment Example: Assume a contract unit price of $100 per acre, liquidated damages amount of $250, and a pay item planting quality of 60 percent. The amount earned by the Contractor would be $100 x 60 percent = $60 per acre. The liquidated damages to be assessed in accordance with Provision F.3.1.1 would be $250. Because the liquidated damages amount exceeds the

amount earned by the Contractor, the Contractor would be assessed liquidated damages in an amount equal to the amount earned, $60. Payment: $0 ($60 - $60 = $0).

Per Acre Payment Example: Assume a contract unit price of $200 per acre, liquidated damages in Provision F.3.1.1 of $100, and a pay item planting quality 60 percent. The amount earned by the Contractor would be $200 x 60 percent = $120. The liquidated damages would be assessed at $100. Because the liquidated damages amount does not exceed the amount earned by the Contractor, the full-liquidated damages are assessed. Payment: $20 ($120 - $100 = $20).

Per Tree Payment Example: Assume a contract unit price of $.40 per tree, liquidated damages amount as stated in Provision F.3.1.1 of $.30 /tree, and a pay item planting quality of < 80 percent. The amount earned by the Contractor would be $.40 - $.30 = $.10 per tree. The liquidated damages to be assessed in accordance with this provision would be $.30/tree. Payment: ($.40 - $.30 = $.10/tree). If the unit price was ≤ $.30/tree, no payment would be made ($.30 - $.30 = $0.0).

G.2.3.2 **Quality meets or exceeds Contractor's Guaranteed Planting Quality**
Whenever the quality of planting exceeds the Contractor's guaranteed planting quality, based on the Contractor's quality control inspection and verified by the Government monitoring, the work will be acceptable and payment will be made at the unit price for tree planting.

Payment Example: With a unit price of $100 and a unit size of 60 acres, the bid price would be $6,000. If the Contractor's guaranteed quality (CGQ) was 92% and the planting quality were 95%, payment would be $6,000.

G.2.3.3 **Quality less than Contractor's guaranteed quality but 80 percent or over**
Whenever the quality of planting is below the Contractor's guaranteed quality but is 80 percent or over, based on the Contractor's quality control inspection and verified by the Government monitoring, the work will be considered unacceptable and payment will be made for the value of the services provided. Payment will be made after a 1 percent deduction in the unit price for each 1 percent the planting quality is below 100 percent. This payment shall only be made after the Government determines that no further work shall be required nor allowed.

Payment Example: With a unit price of $30 per acre and a unit size of 60 acres, the bid price would be $18,000. If the quality were 85%, payment would be $100 x 85% x 60 acres = $1,530.00.

G.2.3.4 **Quality below 80 percent**
Whenever the quality is below 80 percent, based on the Contractor's quality control inspection and verified by the Government monitoring, the work will be considered unacceptable. No payment will be made.

PART I - THE SCHEDULE

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 WAGE DETERMINATION. See Section J, Document 03.

H. 2 AGAR 452.237-74 KEY PERSONNEL (FEB 1988)
(a) The Contractor shall assign to this contract the following key personnel: Contractor Representative

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel

H. 3 FIRE CONTROL

H.3.1
Contractor's Responsibility for Contractor-Caused Fires. The Contractor, whether or not directed by the Forest Service, shall immediately extinguish, without expense to the Government, all fires on or in the vicinity of the project which are caused by Contractor's employees, whether set directly or indirectly as a result of Contractor operations. The Contractor may be held liable for all damages and costs of additional labor, subsistence, equipment, supplies, and transportation resulting from fires set or caused by the Contractor's employees or resulting from contract operations.

H.3.2 Other Fires
For the purpose of fighting forest fires on or in the vicinity of the project which are not caused by the Contractor or his employees, the Contractor when requested by the Contracting Officer shall place his employees and equipment temporarily at the disposal of the Forest Service. Payment for such services will be made by the Government at not less than the current rate for fire-fighting services established by the Forest Service in the area concerned.

H.3.3
Any employees and equipment furnished will be relieved from fire fighting as soon as the Forest Service finds that it is practicable to employ other labor and equipment adequate for the protection of the area.

H.3.4
An equitable adjustment in contract time may be made for this period.

H.3.5
Fire Protection Requirements - Fire Plan. At all times during closed fire season period, as specified by State law, the Contractor shall comply with each of the following provisions to the extent applicable to his operation under the contract.

H.3.5.1 Fire Tools
The Contractor will provide for each employee in the contract area at least one approved handtool of a type appropriate in the contract area, such as shovel, pulaski, or ax. Tools required and furnished under H.4.5.2. and H.4.5.4. below, shall count toward fulfillment of the above requirement. Where additional tools, beyond those required under (2) and (4) below, are to be provided, the Contractor shall seal such tools in one or more boxes painted red and marked "Tools for Fire Only." All tools required herein shall be kept sharp and in good serviceable condition and maintained at locations to be designated by the Forest Service.

H.3.5.2 Fire Extinguishers and Tools on Mobile or Stationary Equipment
Each unit of powered equipment used in connection with this contract, including automobiles, trucks, tractors, etc., shall be equipped with serviceable tools and fire extinguishers as follows:

a. One - fire extinguisher, dry chemical type of not less than 2-1/2 pound capacity with 4 BC or higher rating.

b. One - shovel, round point #0 lady or equal.

c. One - ax, 2 pounds or over, 26-inch minimum length, or one pulaski.

d. One - water container (at least 1-gallon capacity), not required with stationary equipment.

H.3.5.3 Spark Arresters
Each internal combustion engine shall be provided with a spark arrester or spark arresting device approved by the Forest Service. Exceptions where the Forest Service may approve mufflers, or other equipment in lieu of spark arresters qualified and rated under Forest Service Standard 5100-1a are: (a) small multiposition engines, such as chain saws, shall meet Society of Automotive Engineers J335b standards; (b) passenger-carrying vehicles and light trucks may have baffle-type mufflers with tail pipe; (c) heavy-duty trucks may have a vertical stack exhaust system and muffler, provided the exhaust stack extends above

the cab of the vehicle. An exhaust-driven turbocharger is considered to be a satisfactory spark arrester. Internal combustion engine exhaust systems, arresters, and other devices must be properly installed and maintained.

H.3.5.4 Powersaws
For each powersaw used in connection with this contract, the following will be provided:

a. One - shovel, round point #0 lady or equal. Shovel must be immediately available for use.

b. One - Fire extinguisher, containing not less than 8 ounces of extinguisher fluid, or a dry chemical powder-type of not less than 1-pound capacity. The extinguisher must be immediately accessible to the saw operator at all times.

H.3.5.4.1 Powersaw Fuel
Any fueling or refueling of a powersaw shall only be done in an area which has first been cleared or is free of all material capable of carrying fire; powersaw shall be moved at least 10 feet from place of fueling before starting.

H.3.5.5 Blasting
Fuse or prima cord shall not be used unless authorized in writing by the COR with special precautions stated.

H.3.5.6 Smoking
Smoking shall not be permitted within the contract area except on surfaced or dirt roads, at landings, within closed vehicles, in camps, or at other posted places, and shall never be allowed while working or traveling on foot.

H.3.5.7
Storage of Petroleum and Other Highly Flammable Products. Gasoline, oil, grease, or other highly flammable material will be stored either in a separate building used exclusively for such storage, or at a site where all combustible debris and vegetation is cleared away within a radius of 25 feet. Fire extinguishers and/or sand barrels may be required at such locations specified by the Forest Service when unusually hazardous conditions exist.

H.3.5.8
Debris Burning and Warming Fires. Burning permits will be required for all debris burning fires. Lunch and warming fires may be allowed in fireproofed areas during periods of low fire danger if and as specified in the fire plan. Such fires must not be left burning unattended.

H.3.5.9
Precautions for Stoves. Stovepipes on all temporary buildings, trailers, and tents using wood burning stoves, will be equipped with roof jacks and serviceable spark arresters of mesh with openings no larger than 5/8 inch.

All stovepipes, inside and out, will not be closer than 2 feet from any wood or other flammable material or 1 foot if the combustible material is protected by a metal or asbestos shield.

H.3.5.10 Welding

Welding or use of cutting torches will be permitted only in areas that have been cleared or are free of all material capable of carrying fire. Flammable debris and vegetation must be removed from within a minimum of 10 feet radius of all welding and cutting torch operations. A shovel and a 5-gallon standard backpack water container (filled) with handpump attached, shall be immediately available for use in the event of a fire start.

H.3.5.11 Fire Plan

Prior to initiating work on the contract area, during the closed fire season period, a fire prevention and suppression plan will usually be prepared. The Contractor and the Forest Service will jointly prepare this plan. Such plan shall include a detailed list of men and equipment at the Contractor's disposal for implementing the plan. The fire plan shall also specify additional measures and/or special requirements, such as Hoot Owl restrictions, necessary during periods of critical fire weather conditions.

H.3.5.11.1

When Hoot Owl restrictions are invoked, the Forest Service may curtail or shut down all or portions of a Contractor's operations. The following requirements may be imposed:

a. All high fire risk operations could be terminated at 1300 local time.
b. All burning could be stopped, including debris burning fires.
c. Patrolman may be required for a period of 2 hours after high fire risk operations and 1 hour after end of work shift. The Contractor shall provide the patrolman unless the contract is for equipment rental, in which case the Government will provide the patrolman.

H.3.5.12 Pump and Trailer

Not required.

H.3.5.13 Burning

Before starting any open burning, the Contractor shall comply with the following:

a. Submit a burning plan, subject to approval by the Contracting Officer, designed to minimize the impact on air quality and to lessen any fire damage.

b. Obtain a burning permit from the District Ranger.

c. Use weather forecasts as far as possible in scheduling burning for more favorable dispersal of smoke.

d. Fuel shall be reasonably free of dirt and piled to facilitate rapid and complete combustion. Piles shall be tended during burning operations to maintain

combustion and to eliminate unnecessary smudges. Piles shall be patrolled during off-work hours to avoid wildfires.

e. Unless fire season controls dictate otherwise, burning shall be scheduled, as far as practicable, for the most favorable conditions during the burning period.

f. Under certain atmospheric conditions, smoke accumulations may become excessive and in these cases, the Regional Forester may, at his discretion, prohibit all open burning for definite periods within specific areas of the National Forest.

H. 4 PREWORK CONFERENCE

Prior to commencement of work, the Contracting Officer will arrange a meeting with the Contractor to discuss the contract terms and work performance requirements. Also at this meeting such items as work progress schedule, safety plan, camping/worksite plan, and fire prevention and suppression plans shall be finalized in writing.

H. 5 SAFETY

H.5.1
The Contractor shall provide a written Safety Plan consistent with FAR 52.236.13 Accident Prevention Alt. I, that is job specific for the work performed under this contract. A general plan shall be included in the proposal and the final plan required prior to start work.

H.5.2
The Contractor shall be aware of hazards of the work site and work in a safe manner. Failure to do so will not benefit the Contractor for profit or time. The Contractor shall provide and wear protective equipment according to OSHA requirements for this type of work.

H. 6 CAMPING AND WORKSITE CONDITIONS

H.6.1
Camping and Worksite Plan shall be consistent with requirements set forth in this section, the camping permit, and supplementary requirements is to be determined by the COR. The Contractor shall provide a general plan with the proposal, and shall provide a more specific plan based on items awarded, prior to start work.

H.6.2
All camps and worksites must be clean and orderly, not attract animals, provide suitable sanitary facilities, be fully cleaned at departure, and site occupants shall not be a nuisance to the public using the area.
The Project is located in the Beaver and Richfield Ranger Districts on the Fishlake National Forest. The contractor will be working in remote areas and will be exposed to natural conditions including, but not limited to, traveling over uneven and rocky terrain,

encounters with bears and other wildlife, and inclement weather. The contractor is responsible for ensuring that all employees are trained and have proper safety equipment prior to commencing work in the project area.

H.6.3

The Contractor shall obtain a camping permit from the Fishlake National Forest prior to camping on Forest Service land. Final payment shall be withheld until the authorized camping area has been cleaned up to the requirements of the Camping Permit. Refer to section J, exhibit _n/a_ for a sample permit.

PART II – CONTRACT CLAUSES

SECTION I--CONTRACT CLAUSES

I. 1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB1998)

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/fai/
www.usda.gov/procurement/policy/agar.html

I.2 52.213-4 -- Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items) (Dec 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

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

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iv) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(v) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

(vii) 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)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Jul 2013).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).

(vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)

(vii) 52.233-1, Disputes (May 2014).

(viii) 52.244-6, Subcontracts for Commercial Items (Oct 2014).

(ix) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at $25,000 or more).

(ii) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold).

(iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding $15,000 (May 2014) (41 U.S.C. chapter 65) (Applies to supply contracts over $15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212) (Applies to contracts of $100,000 or more).

(v) 52.222-36, Equal Employment for Workers with Disabilities (Jul 2014) (29 U.S.C. 793) (Applies to contracts over $15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, "United States"

includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212) (Applies to contracts of $100,000 or more).

(vii) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67) (Applies to service contracts over $2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf.)

(viii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(ix) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(x) 52.225-1, Buy American —Supplies (May 2014) (41 U.S.C. chapter 83) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition-

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed $25,000.)

(xi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792) (Applies to contracts greater than $25,000 that provide for the provision, the service, or the sale of food in the United States.)

(xii) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database as its source of EFT information.)

(xiii) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013). (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xiv) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014)(Executive Order 13658) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (Applies to contracts over $30,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) *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.usda.gov/procurement/ ; www.acquisition.gov/far/

(d) *Inspection/Acceptance.* The Contractor shall tender for acceptance only 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. The Government must exercise its postacceptance rights --

(1) Within a reasonable period of 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.

(e) *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.

(f) *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 that 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 that reasonably could have been avoided.

(g) *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.

(h) *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.

Supplement to Clause 52.213-4:

GENERAL - THE FOLLOWING CLAUSES APPLY TO ALL PURCHASE ORDERS:

52.203-3	Gratuities (APR 1984)
52.219-6	Notice of Total Small Business Set Aside (JUN 2011)
52.242-17	Government Delay of Work (APR 1984)
52.245-1	Government-furnished Property (Short Form) (APR 2012)

ADDITIONAL CLAUSES THAT APPLY WHEN APPLICABLE:

52.211-16	Variation in Quantity (APR 1984)
52.223-4	Recovered Material Certification (MAY 2008)
52.232-18	Availability of Funds (MAY 2014
52.232-23	Assignment of Claims (JAN 1986)

ADDITIONAL CLAUSES APPLICABLE TO CONTRACTS WITH INDIVIDUALS

52.223-6	Drug-Free Workplace (MAY 2001)

SERVICES - ADDITIONAL CLAUSES APPLICABLE TO PURCHASE OF SERVICES:

52.219-11	Special 8(a) Contract Conditions (FEB 1990)
52.222-42	Statement of Equivalent Rates for Federal Hires (MAY 2014)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-13	Accident Prevention (NOV 1991)
52.242-14	Suspension of Work (APR 1984)
52.243-1	Changes - Fixed Price - Alternate I (APR 1984)

I.4 AGAR 452.236-72 USE OF PREMISES (NOV 1996)

(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 from the Contracting Officer. A camp is interpreted to include a camp site 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 work force at the site and (ii) dispose of solid waste in accordance with applicable federal, state and local regulations.

I.5 52.217-5 -- EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

I.6 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 unauthorized aliens. 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 (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 3 years, or 1 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.

I. 7 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 (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 ensure 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, pre-commercial thinning, 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 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 (that is, 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 3 years.

(iii) Payments must be made no less frequently than every 2 weeks or semi-monthly. At the time of each payment, the Contractor shall provide to the employee a written itemization of the information listed in paragraph (ii) and 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 registered 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 at 29 CFR 500.105. All drivers must have a current, valid State drivers license.

(iii) Each vehicle under the ownership or control of the Contractor that is used to transport any migrant or seasonal agricultural worker shall be covered by vehicle insurance of $100,000 per seat (maximum $5,000,000). A workers compensation policy that covers the workers while being transported plus an additional property damage policy for $50,000 for loss or damage in any one accident to the property of others may be substituted for the vehicle insurance requirement.

(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.

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

I.8 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.

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J – LIST OF DOCUMENTS

Document 01	Detailed Information Chart	Page 42
Document 02	Satisfactory and Unsatisfactory Planted Tree Diagram	Page 43
Document 03	Wage Determination	Page 44-49

SECTION J – LIST OF ATTACHMENTS

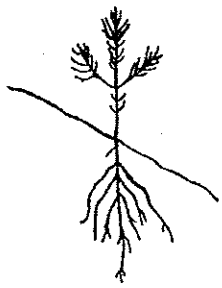
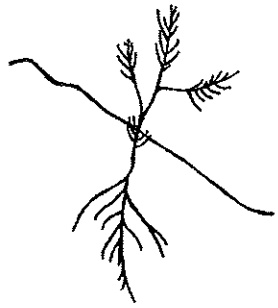
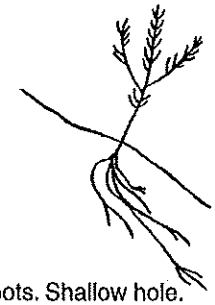
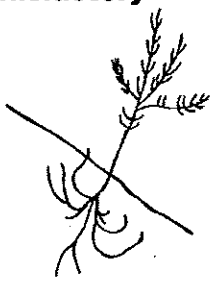
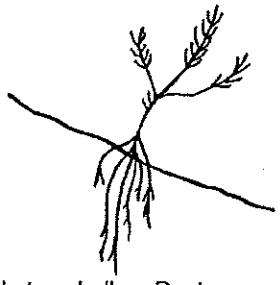
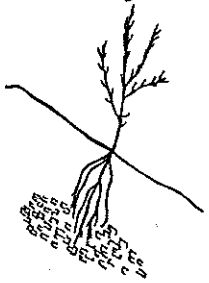
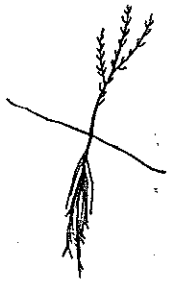
3 Pages	Planting Inspection Sheet-Contract and Force Account
2 Pages	Drawing for Provide Shade, Procedure when planting with a Hoe
2 Pages	Map for Box Creek Planting
2 Pages	Map for Dry Hollow Planting
7 Pages	Quality Assurance Surveillance Plan
1 Page	AGAR 104 B
3 Pages	Experience Questionnaire
22 Pages	FSH 2409.17-2002-1 References

DETAILED INFORMATION CHART
For 2016 Fishlake Planting

Identification	Sub-items		
Item No.	**1.1**	**1.2**	
Stand Number	N/A	N/A	
Unit Name	Box Creek TS	Dry Hollow TS	
M – Planting G.2.1.1	9,525	9,525	
Acres (or M) - Artificial Shade G.2.1.1	N/A	N/A	
Acres (or M) - Animal Damage Control G.2.1.1	N/A	N/A	
Stand Description			
Boundary Marking G.2	Orange Paint	Orange Paint	
Method and Year of Site Preparation	None	None	
Elevation (average)	10,000	10,400	
Slope (average) %	0-40	0-40	
Trees - Planting Stock C.3.5			
Species to plant	ES	ES	
Species mix requirements	None	None	
Stock Type	Container	Container	
Age	1-0	1-0	
Estimated Quantity	9,525	9,525	
Access			
Transport Restrictions C.4.1.1	No Motorized Within Unit	No Motorized Within Unit	
Walk-in C.4.1.2	Walk	Walk	
Tree Planting			
Clearing C.4.4.2			
Minimum diameter (inches)	24	24	
Maximum depth (inches)	8	8	
Scalping C.4.4.2			
Minimum diameter (inches)	24	24	
Maximum depth (inches)	8	8	
Shade Requirement C.4.4.3.	3	3	
Protection-only Requirement C.4.4.4	N/A	N/A	
Average Spacing (feet) C.4.4.5	12	12	
Acceptable Established Trees C.4.4.6	Yes	Yes	
Species	ES	ES	
Height (inches)	6	6	
Planting Distance (feet)	5	5	

Satisfactory and Unsatisfactory Planted Trees

Satisfactory and Unsatisfactory Plantings

SATISFACTORY 	**SATISFACTORY**	**Unsatisfactory**  Too deep. Needles buried.
Unsatisfactory Improper orientation. Not planted into the slope or near vertical.	**Unsatisfactory**  "L" roots. Shallow hole.	**Unsatisfactory** "J" roots. Shallow hole. Roots often exposed.
Unsatisfactory  Jammed roots. Hole too narrow and shallow.	**Unsatisfactory**  Hole too shallow. Roots exposed.	**Unsatisfactory** Air pocket because of improper tamping.
Unsatisfactory  Planted in rotten wood. Roots not in mineral soil.	**Unsatisfactory** "U"- or "J"-shaped tap root.	**Unsatisfactory**  Compacted roots. Hole too narrow.

Wage Determination

WD 77-0030 (Rev.-44) was first posted on www.wdol.gov on 01/05/2016
Forestry and Land Management Services
****

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210	
By direction of the Secretary of Labor			
Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No: 1977-0030 Revision No: 44 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: Utah

Area: Utah Statewide

Fringe Benefits Required Follow the Occupational Listing

Employed on service contracts for forestry, land management, the cleaning of
public use areas and timber inventory services.

OCCUPATION CODE - TITLE
FOOTNOTE RATE

08010 - Brush/Precommercial Thinner
12.42
08040 - Choker Setter
14.88
08070 - Faller/Bucker
15.48
08100 - Fire Lookout
12.42
08160 - Forestry/Logging Heavy Equipment Operator
18.94
08190 - Forestry Technician
18.94
08200 - Forestry Truck Driver
18.94
08250 - General Forestry Laborer
13.51
08280 - Nursery Specialist
17.24
08310 - Slash Piler/Burner
12.42
08340 - Tree Climber
13.90
08370 - Tree Planter
10.14
08400 - Tree Planter, Mechanical
10.14

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: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 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.

Section K

PART I - SUPPLEMENT TO REPRESENTATIONS, CERTIFICATIONS, AND PROVISIONS

(SF-18, BACK, updated 1/05) FOR SERVICES & SUPPLIES

The following representations, certifications, and provisions are added. Quoters must complete these representations and/or certifications as a part of their quote. The terms bid or bidders and offer or offeror as they appear in the following clauses shall be construed to mean quote or quoter as appropriate.

IMPORTANT PAYMENT INFORMATION - The U.S. Treasury Dept. may soon require all Federal Agencies to pay by Electronic Funds Transfer. To set up the Electronic Funds Transfer contact NFC at 1-800-421-0323, ext. 4647 or internet web site at: http://www.nfc.usda.gov/Dcia/index.html

Failure to submit your EFT information promptly could result in delayed payment.

CERTIFICATIONS AND REPRESENTATIONS

K.1 52.204-6 -- Data Universal Numbering System Number (Jul 2013)

(a) Definition. Data Universal Numbering System (DUNS) number, as used in this provision, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

(b) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the internet at http://fedgov.dnb.com/webform or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

K.2 52.204-7 -- System for Award Management (Jul 2013)

(a) Definitions. As used in this provision—

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the System for Award Management (SAM) database" means that—

(1) The Offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14), into the SAM database; and

(2) The offeror has completed the Core, Assertions, and Representations and Certification, and Points of contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.

(4) The Government has marked the record "Active".

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the internet at http://fedgov.dnb.com/webform or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at https://www.acquisition.gov.

Alternate I (Jul 2013). As prescribed in 4.1105(a)(2), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic provision:

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the System for Award Management prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation. If registration prior to award is not possible, the awardee shall be registered in the System for Award Management within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

K.3 52.204-8 -- Annual Representations and Certifications. (Feb 2016)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 115310.

(2) The small business size standard is 7.0.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[_] (i) Paragraph (d) applies.

[_] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(viii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xviii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $77,533, the provision with its Alternate II applies.

(D) If the acquisition value is $79,507 or more but is less than $100,000, the provision with its Alternate III applies.

(xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) 52.204-17, Ownership or Control of Offeror.

___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

___ (iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

___ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through https://www.acquisition.gov . After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government;

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency

in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

K.4 52.204-9 -- Personal Identity Verification of Contractor Personnel (Jan 2011)
(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

PROVISIONS

K.5 52.219-6 -- Notice of Total Small Business Set-Aside (Nov 2011)
(a) *Definition.* "Small business concern,"
As used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *Applicability.* This clause applies only to--

(1) Contracts that have been totally set aside or reserved for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).*

(c) *General.*

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

K.6 52.232-35 -- Designation of Office for Government Receipt of Electronic Funds Transfer Information (Jul 2013)
(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) Designated Office:

Name: USDA – Office of the Chief Financial Officer - National Finance Center
Mailing Address: PO Box 60000, New Orleans, LA 70160
Telephone Number: 800-421-0323
Person to Contact: NFC Miscellaneous Payments Section
Electronic Address: http://www.nfc.usda.gov/DCIS/index.html

K.7 FAR 52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

K.8 52.225-2 -- Buy American Certificate (May 2014)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Supplies."

(b) Foreign End Products:

Line Item No.:	Country of Origin:

[*List as necessary*]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L. 1 AGAR 452.215-71 Instructions for the Preparation of Technical and Business Proposals (SEP 1999)

L.4.1 General Instructions.
Management/Technical/ Business Proposal submitted in response to this solicitation shall be furnished in the following format with the numbers of copies as specified below.

L.4.1.1
The proposal must include two parts: a Technical Proposal and Business Proposal. Each of the parts shall be separate and complete so that evaluation may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to prices; however, resource information (such as data concerning labor hours and categories, materials, subcontracts, etc.) must be contained in the technical proposal so that the Contractor's understanding of the statement of work may be evaluated.

L.4.1.2
If the Contracting Officer determines that award without discussions is suitable, then award will be made to that offer providing the best value to the Government based on technical, price and consideration of other non-price factors.

L.4.1.3
The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this RFP. Offerors shall submit their proposal(s) in the following format and the quantities specified:

___2___copies of the Technical Proposal.
___2___copies of the Business/Price Proposal with the completed, signed offer.

L.4.2 Technical Proposal Instructions
The technical proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Government. Therefore, the technical proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed description of the techniques, procedures, and program for achieving the objectives of the specifications and statement of work. Proposals that merely paraphrase the requirements of the Governments specification/statement of work, or use phrases such as "will comply" or "standard techniques will be used" may be considered unacceptable.

L.4.2.1 Technical Proposal Format
The following is the suggested format for the proposal. Offerors may choose another format however all items should be addressed.

Introduction, Table of Contents

Tree Handling and Care
Tree Preparation
Tree Planting
Artificial Shade installation
Animal Damage Control installation
Work Plan and Schedule
Quality Control Plan
Camping and Worksite Plan
Key Personnel
Past Performance on Reforestation Projects
Experience

L.4.2.2. Technical Proposal Content

The following specific information should be considered and included in the technical proposal. The proposal must incorporate the standards described in Section C of this document. The successful proposal will be incorporated by reference and will bound the Contractor's performance.

1. Introduction and Table of Contents. Display the sections and subsections providing page numbers where they can be found within the body of the proposal.

2. Tree Handling and Care. Describe fully how you will care for trees while they are in your possession to assure they receive the best chances for survival at the delivery point and throughout the planting day.

2.a. Describe what measures you will take to protect the trees from being crushed, smothered, exposed to freezing, bending, drowning, abrasion, rapid temperature fluctuations, and contact with injurious substances.

2.b. Describe how trees will be carried in the tree planting bags? How often will you bag up, and how will trees be cared for during breaks to prevent damage?

2.c. What measures will be taken to assure roots stay moist during the planting day?

2.d. How will you transport trees from the delivery point to points within the unit, or in walk-in units from the delivery point to the unit? How will you maintain inbox temperatures below maximum temperature allowed? How will you determine inbox temperatures? How will you protect trees during transport?

2.e. What other measures will you take to assure trees are not subjected to environmental stresses?

2.f. Identify desired delivery points as alternates to those identified on the Project maps. Generally only one delivery point will be accepted for each unit.

3. Tree Preparation.

3.a. Where will wrapping occur and how will the wrapping area be protected?

3.b. How will trees be transported back to the Government cooler for storage to assure they are protected them from damaging conditions.

3.c. What measures will be taken to assure trees maintain proper temperatures.

3.d. Describe the dipping method used during wrapping, or during dipping just prior to planting to assure roots are moist but soil particles are not washed off the roots.

3.e. Use if Contractor supplies water) What will be your water source for tree dipping. How will you make sure the water is not contaminated (either the water source or bucket contamination).

4. Tree Planting

4.a. How will you control tree density and spacing and not materially change the average trees per acres to be planted?

4.b. What will be the minimum distance to another planted tree or acceptable established tree.

4.c. How will you alter spacing to provide shade specified in the Detailed Information Chart.

4.d. Describe your intended method for shading or protecting the trees. How will you give preference to stationary shade (stumps, logs, etc.)?

4.e. How will you determine if a spot is plantable (i.e. there is adequate soil depth, soil is moist and free of unusual debris?) How will you deal with natural variations of the site to select the best planting spot?

4.f. How will you assure that the planting spot is cleared of foreign debris? How will you assure the planting spot is free of competing vegetation, describe scalping method.

4.g. What will you do with trees that do not meet size specifications; address also the occasional long lateral root?

4.h. What tools will be used for planting the tree, scalping, and carrying trees.

4.i. Describe your method for opening and closing the planting hole.

4.j. Describe the root configuration, tree depth, and orientation of the trees that you will plant.

4.k. How will you assure the roots are fully in contact with firm soil?

5. Artificial Shade Installation

5.a. When will shade tubes (not applicable for this solicitation) or cards be installed relative to time of day and when trees are planted? How will you vary the timing during cloudy or rainy weather conditions or clear sunny days?

5.b. Describe the method, distance to seedlings, depth of stake that secures the tube or stake.

5.c. How will tree crowns be protected from damage during installation?

6. Animal Damage Control (ADC) installation

6.a. When will vexar tubing/tiller netting be installed?

6.b. Describe your method of securing the netting or tube to prevent it from being pulled off by animals.

6.c. What measures will you take in the netting/tube placement to allow the leader to freely grow and branches upright and natural position.

7. Work plan and Schedule.

7.a. Provide your general Work Plan including crew size, work schedule, and production rate that will allow you to complete the work to meet performance time for work you are proposing to do.

7.b. Describe your alternatives to mitigate for unforeseen reductions in crew size or production e.g., What alternate crews or crewmembers are available if needed and how soon can they be in place. What are your recruitment methods for additional crewmembers if they are needed?

7.c. How will you organize your work force to achieve the various contract requirements e.g. who will plant, who will install shade cards.

8. Quality Control Plan. Provide a complete description of your tree planting inspection procedures that reflects all aspects of the required work.

8.a. Tree handling and care

(1) How will you account for the quantity of stock issue to assure none is wasted, stashed, or intentionally dropped? How will you deal with a planter(s) who is wasting trees?

(2) How will you assure proper tree handling by tree planters during transport and while planting?

(3) How will you assure the proper inbox temperatures are maintained and proper handling of boxes during transport within the unit and at the delivery point?

(4) How will you assure planters do not alter trees? How will you deal with a planter that is altering roots?

8.b. Planting Quality

(1) What is the Contractors guaranteed quality (CGQ) for planting quality percent.

(2) Describe in detail your inspection method for determining planting quality percent. Include how plots will be distributed and plot technique; or if another method is used, provide details. Include how you, the Contractor, will assure an unbiased sample. How will you assure plots are representative of the unit? What percent of the unit will actually be sampled?

(3) Describe how you will monitor for planting quality while work is in progress.

8.c. Shade Tube/card installation quality

(1) What is the Contractor's guaranteed quality (CGQ) for quality for installation of shade tubes or shade cards?

(2) Describe in detail the inspection method for determining shade tube installation quality.

(3) If re-work is required, what will be the timeframe?

8.d. ADC Vexar Tube/ tiller Netting installation

(1) What is the Contractor's guaranteed quality (CGQ) for netting installation?

(2) Describe in detail the inspection method for determining shade tube installation quality.

(3) If re-work is required, what will the timeframe be?

9. Safety Plan. Provide your general Safety Plan that provides for crew safety, treatment in a medical emergency, emergency communications consistent with Section H and FAR 236-13 Accident Prevention Alt I.

10. Camping Plan and Worksite plan. Provide a general Camping and Worksite Plan that demonstrate how you will keep the worksite clean during the planting operation and your plans for camping.

Address items such as:
Sanitary Plan (incl. outhouses, gray water, garbage)
Food storage plan
Camp and worksite cleanliness
Type of tents, trailers, etc.
Fire prevention tools

11. Key Personnel

11.a. Contractor Representative. What are his/her duties, availability, and authority to bind the Contractor? How can he/she be notified in short time frame to provide start work orders, notice of non-compliance or other work problems?

11.b. Foreman. What duties will (s) he be expected to perform? How can he/she be orders, or similar information?

11.c. Inspector. What is the training and experience of the inspector? What is their availability, what duties will they perform?

12. Past Performance on Reforestation Projects

12.a. Provide a list of all reforestation contracts completed or begun during the past 3 years. Specifically address Tree Planting projects. Include the following information for each contract:

Name of Contract
Contract Number
Total Contract Value
Compete Date, or stage of completion if still in progress
Contractor's Officers Name, address telephone
Name of any company if you subcontracted out this work, or if you acted as a subcontractor.
Project location and size
Whether the project was completed timely
What the planting quality was, and if there was any work that received less than full pay or any penalties, liquidated damages.

12.b. Provide details on the quality of work performance on contracts listed in 10.1. above including past performance, production, and crew organization. List and discuss

all work not paid at the full bid price. Address any specific performance failures that led to price reduction and any correction made.

12.c. Discuss whether the Contractor provided quality control inspections that were accepted for payment. Explain any circumstances where the Government rejected the Contractor quality control inspections.

NOTE: In the case where an offeror lacks Past Performance experience, the offeror will not be evaluated either favorably or unfavorably in this area, but will receive a neutral rating in the area of past performance. (FAR 15.305)

13. Experience

13.a. Describe the training and experience of the Contractor Representative.
13.b. What is planting and supervision experience of the foreman?
13.c. What is the training and experience of the inspector?
13.d. Describe the experience of the crew.
13.e. Describe the training given to crew members.

L.4.3. Business Proposal.
Submit your pricing information as noted on the schedule of items, pages 3 – 6.

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION M- EVALUATION FACTORS FOR AWARD

M.1 FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)
Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.3 EVALUATION FACTORS FOR AWARD

M.3.1
Technical proposals shall be prepared in accordance with technical proposal preparation instructions in Section L. The proposals will be evaluated on the basis of the following criteria, which are listed in descending order of importance. Of the following evaluation factors, past performance, technical merits, and experience are approximately equal in importance to price.

M.3.1.1 Past performance
Includes timeliness, cost control, customer satisfaction, and success.

M.3.1.2 Technical Merits of proposal
Includes stated ability to care for trees, plant trees and associated work,

M.3.1.3 Experience of Key Personnel
Knowledge, skills, and abilities to perform the required work.

M.3.1.4 Price.

M.4 EVALUATION PROCEDURES AND BASIS FOR AWARD

M.4.1
The Contracting Office will review your proposal to determine initial acceptability. This review will ensure that the proposal is complete, and prepared in accordance with the instructions, and meet all requirements set forth in the specifications. Once that determination has been made, a separate team will further evaluate the proposal. The technical evaluation team will evaluate the technical proposal. The Government reserves the right to reject any offer if such action is determined to be in the best interest of the Government. Any proposal found initially unacceptable may be rejected and the offeror notified of that rejection.

M.4.2
If the proposal is acceptable, and the Contracting Officer determines that award without discussions is suitable, then award will be made providing the proposal is the best value to the Government based on technical, price and consideration of other non-price factors. Therefore, your proposal should be

submitted initially on the most favorable terms from a price and technical standpoint that the offeror can submit to the Government.

M.4.3
The Contracting Officer may determine that the award can only be achieved with discussions, then the Contracting Officer will notify contractor of further discussions and a modification will be considered.

M.4.4
After the discussions, the contractor will have an opportunity to provide their final proposal revision in accordance with FAR 15.306.

M.4.5
Award will be made based on the total proposal is technically acceptable and consistent with Section C, and has demonstrated past performance in meeting customers orders with acceptable planting, tree care and associated activities, gained customer satisfaction, and (2) whose past performance and technical/cost relationship presents the BEST VALUE and is the most advantageous to the Government.