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## IDAWY ACQUISITION SERVICE CENTER INSTRUCTIONAL COVER SHEET

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ISSUING OFFICE:

U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
IDAWY ACQUISITION SERVICE CENTER  
1405 HOLLIPARK DR.  
IDAHO FALLS, ID 83401  
FAX (208) 557-5829

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SOLICITATION NO. **AG-02NV-S-16-0088**

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OFFERS ARE SOLICITED FOR: **SILVICULTURIST**

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SET-ASIDE: **SMALL BUSINESS SET-ASIDE**

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IMPORTANT – NOTICE TO OFFEROR:

AT A MINIMUM, OFFEROR SHALL SUBMIT THE FOLLOWING DOCUMENTS BACK WITH THEIR RESPONSE TO THIS SOLICITATION:

- 1.SF-1449 Request For Quotation (Complete, date, and sign)
- 2.Section I – Schedule of Items (Complete Unit Price and Amount)
- 3.Technical Proposal
- 4.Representations and Certifications (**Complete the Representations and Certifications electronically via the System for Award Management (SAM) website at <https://www.sam.gov>**)
5. Acknowledgement of Amendment (If Any)

**IT IS REQUIRED YOU WRITE THE SOLICITATION NUMBER ON THE OUTSIDE OF YOUR ENVELOPE.**

Return to: IDAWY Acquisition Service Center  
ATTN: Amelia Velasco  
1405 Hollipark Drive  
Idaho Falls, ID 83401  
Solicitation No. AG-02NV-S-16-0088

**IT IS REQUIRED THAT ALL CONTRACTOR'S BE REGISTERED IN THE SYSTEM FOR AWARD MANAGEMENT SYSTEM PRIOR TO AWARD UNDER THIS SOLICITATION. SEE CLAUSE 52.204-7 SYSTEM FOR AWARD MANAGEMENT FOR DETAILS ON HOW TO APPLY.**

ANY AND ALL AMENDMENTS WILL BE POSTED ON THE IDAWY WEBSITE AT  
[HTTP://WWW.FS.USDA.GOV/DETAIL/CTNF/WORKINGTOGETHER/CONTRACTING/?CID=STELPRDB5362445](http://www.fs.usda.gov/detail/ctnf/workingtogether/contracting/?cid=STELPRDB5362445)

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER	PAGE 1 OF
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER <b>AG-02NV-S-16-0088</b>	6. SOLICITATION ISSUE DATE <b>07/20/2016</b>	
7. FOR SOLICITATION INFORMATION CALL	a. NAME <b>AMELIA RIOS VELASCO</b>		b. TELEPHONE NUMBER <i>(No collect calls)</i> <b>(208) 557-5848</b>	8. OFFER DUE DATE/LOCAL TIME <b>08/08/16 1:00 p.m. MST</b>	
9. ISSUED BY <b>IDAWY Acquisition Service Center</b> <b>1405 Hollipark Drive</b> <b>Idaho Falls, ID 83401</b>			10. THIS ACQUISITION IS: <input type="checkbox"/> UNRESTRICTED or <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> Small Business <input type="checkbox"/> Women-Owned Small Business <input type="checkbox"/> Hubzone Small Business (WOSB) Eligible Under the Women-Owned Small Business Program NAICS: 541620 <input type="checkbox"/> Service-Disabled Veteran Owned Small Business (EDWOSB) Size Standard: \$15.0 Million <input type="checkbox"/> 8(A)		
11. Delivery for FOB Destination unless Block is Marked  <input type="checkbox"/> See Schedule	12. Discount Terms		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING
15. DELIVER TO <b>See Delivery Schedule</b>			16. ADMINISTERED BY <b>Same as Block 9</b>		
17a. CONTRACTOR/OFFEROR  TELEPHONE NO.: _____ DUNS NO.: _____ CAGE Code: _____			18a. PAYMENT WILL BE MADE BY <b>U.S. Dept. of Agriculture</b> <b>National Finance Center</b> <b>P.O. Box 60000</b> <b>New Orleans, LA 70160-0001</b>		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SILVICULTURIST, Salmon-Challis National Forest  <b>This requirement is being procured as a fixed-price Simplified Acquisition.</b> <b>Faxes will not be accepted.</b> <b>PLEASE PLACE YOUR QUOTE IN SECTION I- SCHEDULE OF ITEMS</b>  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		
28. <input type="checkbox"/> CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			29. <input type="checkbox"/> AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA <i>(SIGNATURE OF CONTRACTING OFFICER)</i>		
30b. NAME AND TITLE OF SIGNER <i>(TYPE OR PRINT)</i>	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER <i>(TYPE OR PRINT)</i> <b>AMELIA RIOS VELASCO</b>		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED       INSPECTED       ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
PARTIAL      FINAL						
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERIFYING OFFICER			41c. DATE			42b. RECEIVED AT (Location)
			42.c DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

**SECTION I--SUPPLIES OR SERVICES AND PRICES****SILVICULTURIST  
SALMON-CHALLIS NATIONAL FOREST****I- 1 - Schedule of Items****Base Items:**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Big Hill Harvest Rx Prescription	1	LS	\$	\$
2	Sawmill Canyon Vegetation Management Project Rx Prescription	1	LS	\$	\$
<b>TOTAL QUOTE FOR ALL BASE ITEMS</b>					<b>\$</b>

**Optional Item:**

The following item is an OPTIONAL item to be exercised at the discretion of the Government anytime after award, but no later than 60 days prior to expiration of the resulting contract See FAR Clause 52.217-7 for specific date. There is no assurance that these will be exercised in the contract.

Evaluation of Optional will not obligate the Government to award the Optional item. Award of Optional items will depend on availability of funds prior to award being made. A single award will be made for all base items.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Grouse Peak Project	1	LS	\$	\$
<b>TOTAL QUOTE FOR ALL OPTIONAL ITEMS</b>					<b>\$</b>

<b>TOTAL QUOTE FOR ALL ITEMS (BASE AND OPTIONAL ITEMS)</b>					<b>\$</b>
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**I- 2:** The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the quoter specifies otherwise in the quote.

## **SECTION II - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

### **II- 1 – Scope of Work**

Contractor shall prepare Silvicultural Prescriptions for conifer forest types to one completed rotation to the extent possible for the Salmon-Challis National Forest timber/fuels group for signature by a Certified Silviculturist in the Intermountain Region of the Forest Service to implement timber and fuels projects based on completed NEPA analysis. Prescriptions shall be limited to the following projects listed in descending order of priority:

- Big Hill Insect and Disease Project (Harvesting Units) (Base Item 1)
- Sawmill Vegetation Management Project (Harvesting and PCT Units) (Base Item 2)
- Grouse Peak (Prescribe fire and mechanical thinning) (Optional)

The extent of completions of prescriptions will be limited to funding.

### **II- 2 – Specific Tasks/Duties**

A Professional Forester shall prepare a silvicultural prescription for each area proposed for harvest or treatment (e.g. fuel treatment, reforestation, timber stand improvement, or mechanical habitat improvement). Prescription shall be prepared by a Professional Forester in compliance with policy contained in Forest Service Manual 2478 and using guidelines contained in Forest Service Handbook 2409.17 (Silvicultural Practices Handbook) and any other pertinent information provided by the Forest Service. The prescription shall be prepared to the satisfaction of a Forest Service Certified Silviculturist, who will accept the prescription in writing once satisfied.

### **II- 3 – Personnel Qualifications**

Contractor shall meet the minimum OPM agency qualifications for the position. Professional personnel shall meet the minimum qualification for the series of the position at the GS-11 (460) professional level. The minimum qualifications for this position can be found at:

Minimum Qualifications for GS 460, which are located at the following website:

<https://www.opm.gov/policy-data-oversight/classification-qualifications/classifying-general-schedule-positions/standards/0400/g0400p.pdf>.

### **II- 4 – Location or Delivery**

The project locations are on the Challis-Yankee, Middle Fork, and Lost River Ranger Districts of the Salmon-Challis National Forest and can be done virtually. Travel to and from project locations will not be paid separately and shall be included in the Lump Sum price in the Schedule of Items.

### **II- 5 - Provision, Retention, and Replacement of Contractor Personnel**

The contractor must assign proposed personnel to the contract for the duration of the performance period. No substitution of personnel shall be made except in accordance with this clause.

The Contractor agrees that no personnel substitutions will be made unless necessitated by reasons deemed by the Contracting Officer to be compelling, such as: an individual's illness, death, termination of employment, or family leave. In such an event, the Contractor shall promptly provide the information required by paragraph (4) below to the Contracting Officer for approval prior to the substitution of personnel.

If the Contractor becomes aware that the personnel assigned to the contract are, or will be, (A) unavailable for work on the contract for a continuous period exceeding 10 working days, or (B) unavailable to provide the level of effort required by the contract, the Contractor shall propose a substitution to such personnel, in accordance with paragraph (4) below.

All proposed personnel substitutions shall be submitted, in writing, to the Contracting Officer at least 5 working days prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution at his/her sole discretion. All proposed personnel substitutes (no matter when they are proposed during the performance period) shall be capable of performing all services identified in the contract.

The Contracting Officer shall promptly notify the Contractor, in writing, of whether the request for personnel substitution is approved or disapproved.

If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming, or that the resultant reduction of productive effort would impair the successful completion of the contract, the contract may be terminated by the Contracting Officer for cause or for the convenience of the Government, as appropriate. The contractor shall be liable for any damages incurred by the Government that result from the Contractor's failure to provide a timely replacement.

In the event the Government determines, in good faith, that the continued assignment of a Contractor employee to perform any part of the service is not in the best interests of the Government, the Contracting Officer shall give the Contractor written notice to that effect. After receipt of such notice, the Contractor shall have 2 working days in which to investigate the matters stated in such notice, discuss its findings with the Contracting Officer, and resolve any problems with such employee. If, following such period, the Government request replacement of such employee, the Contractor shall remove such employee from the performance of the task order, and shall, within five working days, propose replacement personnel with acceptable experience, training, and qualifications for the position. Failure to promptly propose an acceptable replacement with the qualifications required for the position, or failure to promptly staff the task order with such replacement, is grounds for termination of the task order. Notwithstanding the foregoing, in the event that the Contracting Officer determines there exists a potential for imminent harm to the programs, Government, or Government employees, the Contractor shall remove the employee immediately upon request by the Contracting Officer.

## **II-5 – Government Furnished Property**

All products and deliverables developed under this SOW are the property of the U.S. Government and the Forest Service.

b) Contractor Responsibilities.

All work, supplies and equipment shall conform to the requirements set forth by the Department of Labor, Occupational Safety and Health Administration (OSHA). The Contractor shall take all necessary precautions for the protection of the work and safety of the public.

**II- 6 – Period of Performance**

The period of performance for this project is to not exceed a one (1) year period from the date of award or until obligated funds have been expended, whichever occurs first.

**II- 7 – Payments**

Final payment or interim payments can be made as negotiate as each prescription is completed and accepted by a Certified Silviculturist within Region 4.

**II- 8 – Inspections**

The Forest Service will review technical deliverables and monthly invoices for adherence to performance standards.

**II- 9 – Government Obligation to Contractor**

The government will provide the contractor the following support and information to complete the task for preparation of the prescriptions:

- Signed Decision Notice or Memo displaying the activities to take place for each project.
- Challis National Forest Plan
- Listing of Region 4 approve Activity Codes
- Alternatives considered discussion
- Most current stand information.
- Program copy of the Forest Vegetation Simulation Model and any reports for specific models to be run for the various treatments (fire, fuels, timber, insects and disease).
- Electronic version of Region 4's Silvicultural Prescription templates.
- Location and Site designation for each individual treatment unit.
- Maps of each project with units clearly defined and displayed
- GIS information for specific attributes and associate documentation explain those attributes. Including:
  - Geology and Soils
  - Slope
  - Aspect
  - Elevation

**II-10 – Key Personnel**

The Contractor shall assign to this contract the key personnel identified in their technical proposal and that list may include the following:

- Superintendent by the Contractor or Contractor's Representative
- Employee(s) with technical skills or expertise (Section II-7) required to successfully complete work in conformance with contract requirements

The Contractor shall make no substitutions of the approved key personnel without notifying the Contracting Officer within a reasonable timeframe and in advance, and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. Proposed substitutes must have comparable qualifications to those of the persons being replaced. The Contractor shall make no diversion of personnel without the written consent of the Contracting Officer. The contract will be modified to reflect any approved changes of key personnel.

### **II-11 – Privacy**

Portions of information disclosed during the performance of any tasks under this acquisition is protected by the provisions of the Privacy Act of 1974; therefore, all personnel assigned to this Contract are required to take proper precautions to protect the information from disclosure.

### **II-12 – Commitment to Protect Sensitive Information**

The Contractor shall not release, publish, or disclose sensitive information to unauthorized personnel, and shall protect such information in accordance with provisions of the following laws and any other pertinent laws and regulations governing the confidentiality of sensitive information: 18 U.S. C. 641 (Criminal Code: Public Money, Property or Records)

The Contractor agrees to maintain the confidentiality of any information regarding project-related data and artifacts. Data includes personally identifiable information (PII), disclosure of which is regulated by the Privacy Act of 1974, PL 93-579, amended.

### **II-13 – Conflict of Interest**

The Contractor shall not employ any person who is an employee of the United States Government if that employment would appear to cause a conflict of interest.

### **II-14 – Non-Disclosure Agreement**

The Contractor shall require each Contractor employee to review and sign the attached non-disclosure agreement when he or she begins work. The Contractor must send the signed copy to the COR.

### **II-15 – PIV Provisions for Sub-Contractors**

The Contractor shall insert this clause in all sub-contracts when the sub-contractors is required to have physical access to a federally-controlled facility or access to any federal information system.

### **II-16 – Indemnity**

Contractor shall defend, indemnify and hold harmless the FS from and against, any costs, liabilities, damages or expenses (including reasonable attorneys' fees) arising out of or relating to:

Claims for personal injuries, death or damage to tangible personal or real property to the extent proximately caused by the negligent acts or negligent omissions of Contractor or its employees, agents, consultants, or sub-contractors in connection with any task order; and

Claims of any nature whatsoever to the extent caused by the violation of contract terms, negligence, illegal or intentional wrongful acts or omissions of Contractor or its employees, agents, consultants, or sub-contractors in connection with the performance of the services.

### **II-17 – Independent Contractor**

Contractor acknowledges and agrees that it is an independent Contractor to the FS and the Contractor's personnel, employees, representatives, directors, officers, sub-contractors and agents are not employees of the FS. The FS will not withhold or contribute to Social Security, workers' compensation, federal or state income tax, unemployment compensation or other employee benefit programs on behalf of Contractor or Contractor personnel. Contractor shall indemnify and hold the FS harmless against any and all loss, liability, cost and expense (including attorneys' fees) incurred by the FS as a result of the FS not withholding or making such payments. Neither Contractor nor any of the Contractor's personnel are entitled to participate in any of the employee benefit plans of, or otherwise obtain any employee benefits from the FS. The FS has no obligation to make any payments to the Contractor's personnel, employees, representatives, directors, officers, sub-contractors and agents.

### **II-18 – Records Management**

As stated in DR 3099-001, Contractors must certify that all Federal records, regardless of media, have been identified and transferred to the appropriate records management liaison or custodian. Attached Form AD-3001, *Documentary Materials Removal/Non-Removal Certification and Non-Disclosure Agreement*, shall be completed upon contract completion. The unauthorized removal, concealment, falsification, mutilation, or disposition of official records is prohibited by law and is subject to penalty (18 U.S.C. 2071).

Definition of Federal Records: All books, papers, maps, photographs, machine-readable materials, or other documentary materials, regardless of physical form or characteristics, that are made or received by an agency of the United States Government under Federal law or in connection with the transaction of public business, and that are preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the Government or because of the informational value of data in them. (44 U.S.C.3301) Electronic communications such as electronic mail messages are included in this definition.

## SECTION III - CONTRACT CLAUSES

### **III- 1 - FAR 52.212-4 Contract Terms and Conditions - Commercial Items (MAY 2015)**

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

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

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

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

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

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

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

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

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

(i) Name and address of the Contractor;

- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

(i) Payment.—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41](#)

[U.S.C. chapter 87](#), Kickbacks; [41 U.S.C. 4712](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

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

(1) The schedule of supplies/services.

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

(3) The clause at [52.212-5](#).

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The [Standard Form 1449](#).

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) System for Award Management (SAM).

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

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

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

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient

other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

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

(u) Unauthorized Obligations

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

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

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

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

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

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

**III- 2 - FAR 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.

(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 this 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.

### **III- 3 - AGAR 452.204-71 Personal Identity Verification of Contractor Employees (OCT 2007)**

(a) The contractor shall comply with the personal identity verification (PIV) policies and procedures established by the Department of Agriculture (USDA) Directives 4620-002 series.

(b) Should the results of the PIV process require the exclusion of a contractor's employee, the contracting officer will notify the contractor in writing.

(c) The contractor must appoint a representative to manage compliance with the PIV policies established by the USDA Directives 4620-002 series and to maintain a list of employees eligible for a USDA LincPass required for performance of the work.

(d) The responsibility of maintaining a sufficient workforce remains with the contractor. Employees may be barred by the Government from performance of work should they be found ineligible or to have lost eligibility for a USDA LincPass. Failure to maintain a sufficient workforce of employees eligible for a USDA LincPass may be grounds for termination of the contract.

(e) The contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

(f) The PIV Sponsor for this contract is a designated program point of contact, which in most cases is the Contracting Officer Representative (COR), unless otherwise specified in this contract. The PIV Sponsor will be available to receive contractor identity information from \*(hours and days) to \*(hours and days) at \*(office address for registration). The Government will notify the contractor if there is a change in the PIV Sponsor, the office address, or the office hours for registration; however, it is the contractor's responsibility to meet all aspects of paragraphs (c), (d), and (e).

### **III- 4 - AGAR 452.209-71 Assurance Regarding Felony Conviction Or Tax Delinquent Status For Corporate Applicants (FEB 2012) Alt I (FEB 2012)**

(a) This award is subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it –

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

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarment official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 433 or 434.

**III- 5 - FAR 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)**

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall—

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

**III- 6 – FAR 52.232-40 Providing Accelerated Payment to Small Business Subcontractors (DEC 2013)**

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

**III- 7 - FAR 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

**III- 8 - FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [www.arnet.gov/far/](http://www.arnet.gov/far/)

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.224-1	Privacy Act Notification (APR 1984)
52.224-2	Privacy Act (APR 1984)
52.227-14	Rights in Data – General (MAY 2014)
52.229-3	Federal, State, and Local Taxes (APR 2003)
52.242-14	Suspension of Work (APR 1984)
52.242-15	Stop-Work Order (AUG 1989)
52.245-1	Government Property (APR 2012) ALT I (APR 2012)
52.245-9	Use and Charges (APR 2012)

**III- 9 - FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (MAR 2016)**

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

- (1) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

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

- (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).
- (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#))).
- (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- (5) [Reserved].

\_X\_ (6) [52.204-14](#), Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

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

\_X\_ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

\_\_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

\_\_ (10) [Reserved].

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

\_\_ (ii) Alternate I (Nov 2011) of [52.219-3](#).

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

\_\_ (ii) Alternate I (JAN 2011) of [52.219-4](#).

\_\_ (13) [Reserved]

\_X\_ (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).

\_\_ (ii) Alternate I (Nov 2011).

\_\_ (iii) Alternate II (Nov 2011).

\_\_ (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

\_\_ (ii) Alternate I (Oct 1995) of [52.219-7](#).

\_\_ (iii) Alternate II (Mar 2004) of [52.219-7](#).

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

\_\_ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Oct 2015) ([15 U.S.C. 637\(d\)\(4\)](#)).

\_\_ (ii) Alternate I (Oct 2001) of [52.219-9](#).

\_\_ (iii) Alternate II (Oct 2001) of [52.219-9](#).

\_\_ (iv) Alternate III (Oct 2015) of [52.219-9](#).

\_\_ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).

\_\_ (19) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).

\_\_ (20) [52.219-16](#), Liquidated Damages—Sub-contracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

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

\_X\_ (22) [52.219-28](#), Post Award Small Business Program Re-representation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).

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

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

\_X\_ (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

\_X\_ (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).

- \_X\_ (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- \_X\_ (28) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).
- \_\_ (29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).
- \_X\_ (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- \_\_ (31) [52.222-37](#), Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- \_\_ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_ (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- \_\_ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- \_\_ (34) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- \_\_ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)).
- \_\_ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)).
- \_\_ (36)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- \_\_ (ii) Alternate I (Oct 2015) of [52.223-13](#).
- \_\_ (37)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- \_\_ (ii) Alternate I (Jun 2014) of [52.223-14](#).
- \_\_ (38) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- \_\_ (39)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- \_\_ (ii) Alternate I (Jun 2014) of [52.223-16](#).
- \_X\_ (40) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- \_\_ (41) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- \_\_ (42)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_ (ii) Alternate I (May 2014) of [52.225-3](#).
- \_\_ (iii) Alternate II (May 2014) of [52.225-3](#).
- \_\_ (iv) Alternate III (May 2014) of [52.225-3](#).
- \_\_ (43) [52.225-5](#), Trade Agreements (FEB 2016) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).
- \_\_ (44) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008)

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

\_\_ (46) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_ (47) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

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

\_\_ (49) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

\_X\_ (50) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

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

\_\_ (52) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

\_\_ (53) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

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

\_\_ (ii) Alternate I (Apr 2003) of [52.247-64](#).

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

\_\_ (1) [52.222-17](#), Non-displacement of Qualified Workers (May 2014)(E.O. 13495).

\_X\_ (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

\_X\_ (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

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

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

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

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

\_\_ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

\_\_ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).

\_\_ (10) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

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

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

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

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

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

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

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

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

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

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

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

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

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

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

(xi)

[52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627). Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O 13627).

- (xii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xiii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xiv) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).
- (xv) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- (xvii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xviii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

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

### **III-11 – AGAR 452.224-70 Confidentiality of Information (FEB 1988)**

(a) Confidential information, as used in this clause, means –

(1) information or data of a personal nature, proprietary about an individual or (2) information or data submitted by or pertaining to an organization.

(b) In addition to the types of confidential information described in (a)(1) and (2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of primarily invalidated findings could create an erroneous conclusion which might threaten public health or safety if acted upon.

(c) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.

(d) If it is established that information to be utilized under this contract is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

(e) Confidential information, as defined in (a) (1) and (2) above, shall not be disclosed without the prior written consent of the individual, institution or organization.

(f) Written advance notice of at least 45 days will be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, which have the possibility of adverse effects on the public or the Federal agency, as described in (b) above. If the Contracting Officer does not pose any objections in writing

within the 45 day period, the contractor may proceed with disclosure. Disagreements not resolved by the Contractor and Contracting Officer will be settled pursuant to the "Disputes" clause.

(g) Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this clause, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.

(h) The provisions of paragraph (e) of this clause shall not apply when the information is subject to conflicting or overlapping provisions in other Federal, State or local laws.

### **III-12 – AGAR 452.237-75 Restrictions against Disclosure (FEB 1988)**

(a) The Contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part in any manner or form, or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement.

(b) The Contractor agrees not to disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

### **III- 13 - FAR 52.217-7 Option for Increased Quantity – Separately Priced Line Item (MAR 1989)**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within [insert in the clause the period of time in which the Contracting Officer has to exercise the option]. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

## **SECTION IV--LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

### **IV- 1 – Exhibits:**

The following exhibit is part of this solicitation and will be used for evaluation purposes only. This exhibit will not be incorporated into the contract.

#### **Exhibit 1 – Experience Questionnaire**

The following exhibits are part of this solicitation and any resulting contract:

#### **Exhibit 2 – Big Hill Table of Proposed Treatments**

#### **Exhibit 3 – Sawmill Canyon Vegetation Management Project Table of Proposed Treatments**

#### **Exhibit 4 – Grouse Peak Preliminary Draft Map of Activities**

#### **Exhibit 5 – R4 Silvicultural Prescription Template**

#### **Exhibit 6 – Example of completed Silvicultural Prescription (Cape Horn)**

## SECTION V--REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

### **V-1 - FAR 52.212-3 Offeror Representations and Certifications - Commercial Items (APR 2016)**

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (r) of this provision.

(a) Definitions. As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation”, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” 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 criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
  - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
  - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications—Commercial Items, have been entered or updated in 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 paragraphs

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[Offeror to identify the applicable paragraphs at (c) through (r) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

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.

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 electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it  is,  is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is,  is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It  is,  is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It  is,  is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It  is,  is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business

concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It  has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It  has,  has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that—

(i) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) 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.”

(2) Foreign End Products:

**Line Item No. Country of Origin**

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) 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 terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

**Line Item No. Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other 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.”

Other Foreign End Products:

**Line Item No. Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

**Line Item No.**

_____
_____
_____

[List as necessary]

(3) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

**Line Item No. Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

**Line Item No. Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

**Line Item No. Country of Origin**

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1)  Are,  are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2)  Have,  have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4)  Have,  have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at .]

(1) Listed end products.

**Listed End Product    Listed Countries of Origin**

---

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror  does  does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror  does  does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) Taxpayer Identification Number (TIN) ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) Representation. The Offeror represents that—

(i) It  is,  is not an inverted domestic corporation; and

(ii) It  is,  is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.)

(1) The Offeror represents that it  has or  does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:  Yes or  No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

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

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

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

(2) The Offeror represents that—

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

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

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it  is or  is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_\_ (or mark “Unknown”)

Predecessor legal name: \_\_\_\_\_

(Do not use a “doing business as” name)

**V-2 - AGAR 452.209-70 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction (Deviation 2012-01) (FEB 2012) Alt I (FEB 2012)**

(a.) Awards made under this solicitation are subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that –

(1) The Offeror is [  ], is not [  ] (*check one*) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

If the Offeror checked “is” above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked “is not” above, Offeror may leave the remainder of the representation blank.

(2) (i) The Offeror has [  ], has not [  ] (*check one*) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.

(ii) Offeror has [  ], has not [  ] (*check one*) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.

- (3) The Offeror does [ ], does not [ ] (*check one*) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**V- 3 - FAR 52.223-1 Bio-based Product Certification (MAY 2012).**

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

## SECTION VI - SOLICITATION PROVISIONS

### **VI -1 - FAR 52.212-1 Instructions to Offerors - Commercial Items (OCT 2015)**

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet ([SF 1449](#)). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the [SF 1449](#), letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) “Remit to” address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR [52.212-3](#) (see FAR [52.212-3](#)(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender’s request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror’s initial offer should contain the offeror’s best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be

submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section  
Suite 8100  
470 East L'Enfant Plaza, SW  
Washington, DC 20407

Telephone (202) 619-8925  
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST (<https://assist.dla.mil/online/start/>).
- (ii) Quick Search (<http://quicksearch.dla.mil/>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

- (i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) 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. 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 SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR [Subpart 32.11](#)) for the same concern. If the offeror does

not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, 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 resulting from this solicitation. 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. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

## **VI-2 - FAR 52.212-1 ADDENDUM TO INSTRUCTIONS TO QUOTERS**

**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 statement of work. Proposals that merely paraphrase the requirements of the Government's statement of work, or use such phrases as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be considered further. As a minimum, the proposal must clearly provide the following:

**Technical Proposal Content.** The following specific information should be considered and included in the technical proposal. All proposals must address the standards and requirements described in Section II of the solicitation. The salient parts of the successful proposal that deal with actual work performance, results, and methods will be incorporated by reference as a part of the contract.

Award will be based equally between the evaluation proposal and price. For the evaluation, all individual shall meet the minimum qualifications as outlined by Office of Personnel Management listed above. The criteria's used to evaluate this respective proposals are experience in preparing said prescription documents and cost to complete tasks. In response to this solicitation potential awardee will clearly need to demonstrate level of experience in completing such tasks by filling out the **Experience Questionnaire** attached with their bid and if asked provide an example of prescription they have prepared answering the content of the R-4 Silvicultural Prescription template attached.

**Additional Information:****Big Hill Insect and Disease Project:**

- 7 Thinning and harvest units, followed with Rx fire treatment.

**Sawmill Vegetation Project:**

- Commercial Thinning Douglas-fir with Aspen Release - 2 units
- Commercial Thin Douglas-fir – 2 Units
- Sanitation/Salvage of Mixed conifers dominated by Douglas-fir – 4 units
- Group Selection lodgepole pine – 2 units
- Partial Overstory Removal Mixed Conifer dominated by Douglas-fir

**Halstead Fire Salvage:**

- Douglas-fir fire salvage unit to be further divided @ 800 acres

**Grouse Peak:**

- Some thinning units for fuel reduction and Rx fire units

**VI- 3 - Evaluation – Commercial Items**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The Government reserves the right to make cost/technical trade-offs that are in the best interest of the Government. The technical proposal will be used as part of this evaluation. The selection process will consist of a Best Value source selection based on personnel experience, past performance, and price. Under a Best Value source selection, non-price evaluation factors, when combined are significantly more important than price. However, the Contracting Officer will not select an offeror for award on the basis of a superior capability without consideration of the amount of the price. The following factors shall be used to evaluate offers:

- 1) Experience of Key Personnel
- 2) Past Performance
- 3) Price

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

**EXHIBIT 1 – EXPERIENCE QUESTIONNAIRE**

USDA Forest Service  <p style="text-align: center;"><b><u>EXPERIENCE QUESTIONNAIRE</u></b></p> Instructions: See Box 11, Remarks, if extra space is needed to answer any item below, Mark "X: in appropriate boxes.	1. Contractor Name, Address, and Telephone Number
2. Submitted to (Office Name and Address)	3. Business <input type="checkbox"/> Company <input type="checkbox"/> Co-partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Non-profit Organization
4. How many years do you or your firm have in the line of work contemplated by this solicitation?	
5. How many years experience have you or your business had as a (a) prime contractor ____ and/or (b) sub-contractor ____?	

6. List below the projects your business has completed within the last three years:

Contract Amount	Type of Project	Date Completed	Name, Address, and Telephone No. of Owner/Person to Contact for Project Information

7. List below all of your firm's contractual commitments running concurrently with the work contemplated by this solicitation:

Contract Number	Dollar Amt. of Award	Name, Address, and Telephone No. of Business/Government Agency Involved	Awarded (Units)	Percent Completed	Date Contract Complete

8a. Have you ever failed to complete any work awarded to you?     Yes     No  
 8b. Has work ever been completed by performance bond?             Yes     No  
 8c. Did you look at the project site(s) on-the-ground?                 Yes     No  
 8d. If "Yes" to either item 8a. or 8b., specify location(s) and reason(s) why:


**EXPERIENCE QUESTIONNAIRE CONTINUED**

9. Employees and equipment that will be available for this project:
- a. (1) Minimum number of employees: \_\_\_\_\_ and (2) Maximum number of employees: \_\_\_\_\_
  - b. Are employees regularly on your payroll: [ ] Yes [ ] No
  - c. Specify equipment available for this contract: \_\_\_\_\_  
 \_\_\_\_\_
  - d. Estimate rate of progress below (such as 2.0 acres/man/day):  
 (1) Minimum progress rate: \_\_\_\_\_ and (2) Maximum progress rate: \_\_\_\_\_

10. List below the experience of the principal individuals of your business. (Who will directly be involved in this contract?)

Individual's Name	Present Position	Years of Experience	Magnitude and Type of Work

11. Remarks -- Specify Box Numbers (Attach sheets if extra space is needed to fully answer any above question.):

**NOTE: PLEASE PROVIDE ANY ADDITIONAL INFORMATION THAT WILL HELP EVALUATE YOUR ABILITY TO SUCCESSFULLY COMPLETE THIS PROJECT.**

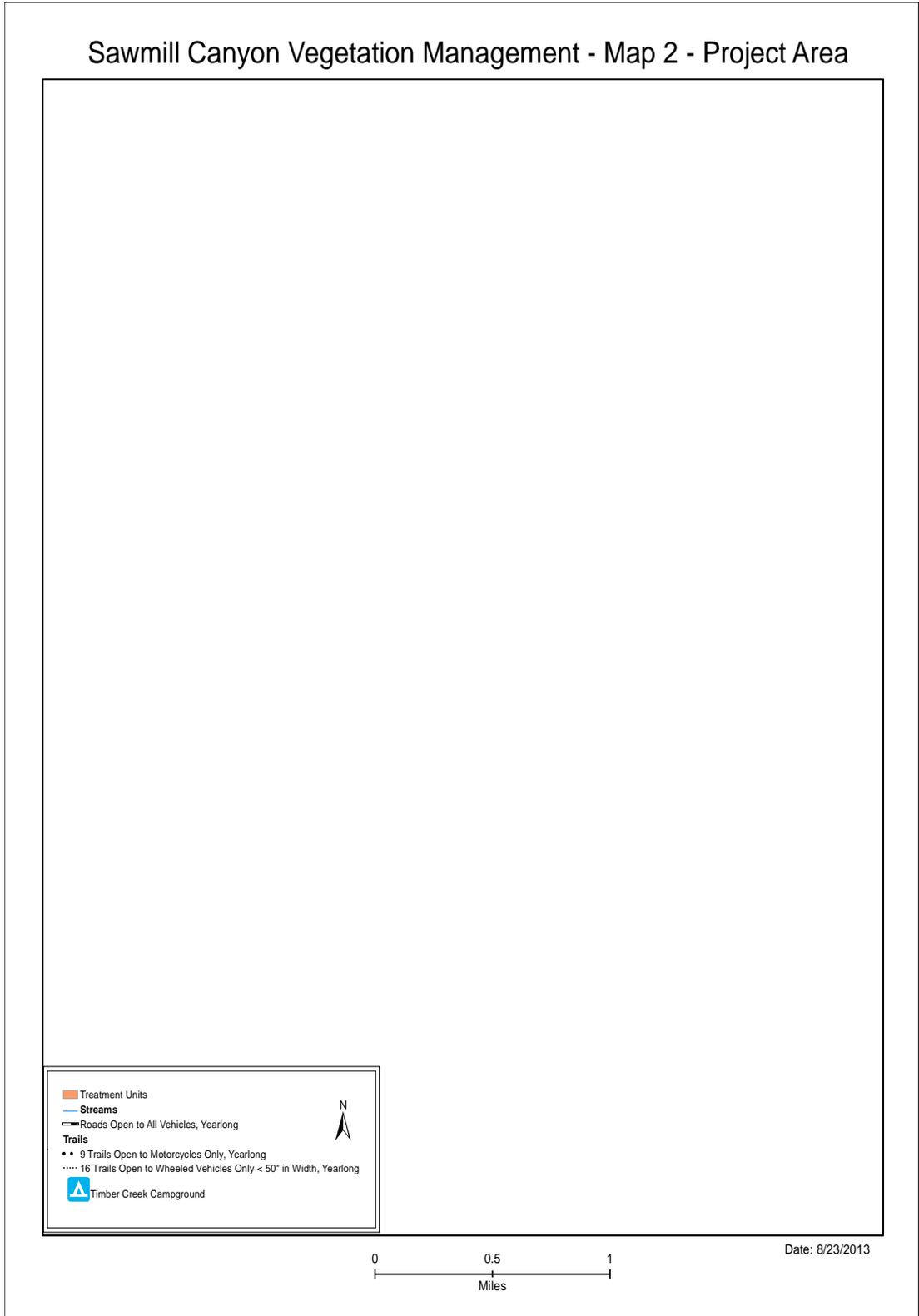
<p><b>CERTIFICATION</b></p> <p>I certify that all of the statements made by me are complete and correct to the best of my knowledge, and that any persons named as references are authorized to furnish the Forest Service with any information needed to verify my capability to perform this project.</p>	12a. CERTIFYING OFFICIAL'S NAME AND TITLE	
	b. SIGNATURE (Sign in ink)	13. DATE



<b>Big Hill Insect and Disease Unit Descriptions</b>			
<b>Unit Number</b>	<b>Acres</b>	<b>Existing Condition</b>	<b>Prescription</b>
7	8	Two-storied mixed conifer stand dominate by Douglas-fir. Of the Douglas-fir overstory approximately 50% are still infected with Douglas-fir mistletoe propagating this disease agent into the understory.	Implement second step of shelterwood. Reduce overstory in half by removal of the existing infected trees and other non-infected trees to achieve desired spacing and release understory. Where infection is not present favor large trees that exhibit excellent growth characteristics for retention. If legacy trees are still present retain them for future snag. Post-harvest sanitize understory removing regeneration that exhibits Douglas-fir mistletoe.
8	99	Two-storied Douglas-fir stand. Douglas-fir overstory with advance regeneration underneath. 30% of the overstory is still infected with Douglas-fir mistletoe propagating this disease agent into the understory. Several small aspen stand occur within the unit on the west and north portions of the stand. Overstory constitutes approximately 150 trees per acre.	Implement aspen restoration protocol where aspen is present of radial thinning all conifers within 150'. Outside aspen area implement second step of a shelterwood and further reduce number of overstory trees. Reduce overstory in half by removal of the existing infected trees and other non-infected trees to approximately 30' by 30' spacing (50-75 overstory trees per acre). Where infection is not present favor large trees that exhibit excellent growth characteristics for retention. If legacy trees are still present retain them for future snag. Post-harvest sanitize understory removing that regeneration that exhibits Douglas-fir mistletoe. Consider fencing of aspen stands.
9	11	Mixed conifer stand with significant lodgepole pine mortality as a result of previous mountain pine beetle epidemic. In the near past and presently area has provided personal use fuelwood and dead roundwood products.	Expand opportunities in and around the vicinity for continue sanitization and salvage of lodgepole pine. Where access is limited consider offering small sales to the public to remove these products authorizing ground based mechanize systems for removal off existing roads. Allow the activity to continue for approximately 5 years. Post five years conduct thin from below activity sanitizing stand and establishing favorable conditions for future growth.
10	64	Mixed conifer stand dominated by small diameter Douglas-fir (500+stems/acre). Majority of large trees were high grade at the turn of the century to provide lumber to newly establish community of Challis or to supply mine timbers to the fledging mining activity. Harvesting of only big trees release the regeneration that was present creating a stand with a few large trees with a significant amount of small diameter trees.	Reduce stems per acre to roughly 175 through harvest and understory thinning. Retain all legacy trees. Favor for retention trees that are insect and disease free. Salvage the dead lodgepole pine that is scattered throughout the stand. Understory thinning will take place after harvest. Anticipated this will be a significant number allow free use firewood of the stand to further reduce this ground fuel.

<b>Big Hill Insect and Disease Unit Descriptions</b>			
<b>Unit Number</b>	<b>Acres</b>	<b>Existing Condition</b>	<b>Prescription</b>
11	133	Douglas-fir tree stand with minor components of mixed conifer in the upper elevation on the Southwest side. Douglas-fir (500+stems/acre). Majority of large trees were high grade at the turn of the century to provide lumber to newly establish community of Challis or to supply mine timbers to the fledging mining activity. Harvesting of only big trees release the regeneration that was present creating a stand with a few large trees with a significant amount of small diameter trees.	Reduce stems per acre to roughly 175 through harvest and understory thinning. Retain all legacy trees. Favor for retention trees that are insect and disease free. Salvage the dead lodgepole pine that is scattered throughout the stand. Understory thinning will take place after harvest. Pile post-harvest understory thinning slash except near existing roads and burn.
12	95	Dichotomous stand dominated by Douglas-fir but approximately 1/3 of stand area is an aspen stand being taken over by conifers.	Implement aspen protocol where present. Outside aspen areas thin residual stand down to approximately 150 trees per acre through harvest and post-harvest activity. Favor large trees and retain all legacy trees present in the stand except near aspen. Within the commercial component favor for retention trees that are free of Douglas-fir dwarf mistletoe and free of damage from western spruce budworm. Commercial harvest during frozen ground conditions is the proposed treatment to limit resource damage.
13	38	Douglas-fir tree stand located at the top 1/3 of the slope.	Reduce trees per acre to 125 or 24' by 24'. Favor large trees that are free of Douglas-fir dwarf mistletoe or western spruce budworm damage. Where legacy trees are present retain for future snags.
14	32	Douglas-fir tree stand located at the top 1/3 of the slope.	Reduce trees per acre to 125 or 24' by 24'. Favor large trees that are free of Douglas-fir dwarf mistletoe or western spruce budworm damage. Where legacy trees are present retain for future snags.

### EXHIBIT 3 – Sawmill Canyon Vegetation Management Project Table and Map of Proposed Treatments



**Table 1 - Description of proposed vegetation treatments in Sawmill Canyon for proposed action alternative**

Treatment	Number of Units (Acres) Unit Designation	Treatment Summary
Pre-Commercial Thinning <sup>1</sup>	18 (94 acres) Units A-R	Reduce tree stocking to allow selected residual trees to grow more vigorously. Residual stand will be spaced 15 feet by 15 feet leaving approximately 200 trees per acre. Remove lower limbs of residual trees to 6' from ground surface or if tree is less than 12 feet tall only half the limbs will be removed (example 11 feet tree, only remove bottom 5 feet). Lop and scatter dropped trees. Retain 7 to 13 tons of slash/acre for long-term site productivity. If activity exceeds 13 tons/acre a follow up treatment will be implemented to address excess. No activities would occur within the RHCA's as defined by INFISH which are 300 feet for fish bearing streams, 150 feet for non-fish bearing streams, or within 100 feet of spring, lakes, or wet areas. Implement recreation specialist's no cut tree buffer recommendations along travel corridors. Treatment will be limited to chainsaw only. All whitebark/limber pine saplings or mature trees will be left if discovered during thinning activity.
Commercial Thinning <sup>2</sup> with Aspen Release	2 (77 acres) Units 1AR and 2AR	Reduce tree stocking to allow selected residual trees to grow vigorously which will improve tree resistance to disturbance agents. Where live aspen cohorts exist, all conifers within 100 feet will be removed. Between the live aspen stands residual leave trees will be marked with variable tree spacing. Trees will be left in "clumps" of 2 to 7 trees with 15 feet bole spacing or 5 to 10 feet crown spacing. Distance between clumps will be variable from 30 to 50 feet with an objective to retain approximately 150 to 175 trees per acre across the treatment units. Post-harvest weeding and release of residual stand may be implemented where needed. All large non-marketable, "wolfy" Douglas-fir trees (large diameter trees with crowns that are fading and flattening, and have visible evidence of interior heart rot) will be left. In addition, where available, 5 to 10 large diameter Douglas-fir's greater than 18" dbh will also be left and become part of the residual component. All snags that do not pose a safety hazard during logging operations would be retained in the stand. Place landings where practical adjacent to aspen clones to promote

<sup>1</sup> Pre-Commercial Thinning is defined as - A thinning that does not yield trees of commercial value, usually designed to reduce stocking in order to concentrate growth on the more desirable trees.

<sup>2</sup> Commercial Thinning is defined as - A thinning that does yield trees of commercial value.

		<p>disturbance and regeneration. Implement whole tree yarding to minimize visual impacts. Angle temporary roads away from main road to reduce visual impacts. Layout of unit boundaries will meet all INFISH guidelines and employ no cut buffers along travel corridors as recommended by recreation specialists. The treatment will require the following construction activities:</p> <ul style="list-style-type: none"> <li>• The construction of 1,100’ of temporary roads into interior landings</li> <li>• The opening of 1,200’ of currently closed road</li> <li>• The construction of 20,125’ of skid trails</li> <li>• The construction of five 100’ by 100’ clearings for landings</li> <li>• The construction of 17,500’ of jack pole fence to deter livestock use of aspen regeneration in Unit 1AR and 2AR</li> <li>• Placement of educational interpretive sign across from Timber Creek campground explaining what treatment methods is being employed to address insect agents in Sawmill Canyon.</li> </ul> <p>The following post-harvest activities will occur:</p> <ul style="list-style-type: none"> <li>• Post-harvest treatments for noxious weeds for a period of up to five years after sale closure</li> <li>• Post-harvest treatments to cut damaged and diseased conifers</li> </ul> <p>Once activities are completed all landings, roads, and skid trails will be ripped and seeded.</p>
<p>Commercial Thinning</p>	<p>2 (29 acres)                  1CT and 2CT</p>	<p>Reduce tree stocking to allow selected residual trees to grow vigorously which will improve tree resistance to disturbance agents. Residual trees will be left in “clumps” of 2 to 7 trees with 15 feet bole spacing or 5 to 10 feet crown spacing. Distance between clumps will be variable from 30 to 50 feet with an objective to retain approximately 150 to 175 trees per acre across the treatment units. All large non-marketable, “woffy” Douglas-fir trees will be left. In addition, where available, 5 to 10 large diameter Douglas-fir greater than 18” dbh will also be left and become part of the residual component. All snags that do not pose a safety hazard during logging operation would be retained in the stand. This treatment will create a single story stand of the healthiest and largest diameter trees. Layout of unit boundaries will meet all INFISH guidelines. The treatment will require the following construction activities:</p> <ul style="list-style-type: none"> <li>• The opening of 2,275’ of currently closed road</li> <li>• The construction of 7,700’ of skid trails</li> <li>• The construction of two 100’ by 100’ clearings for landings</li> </ul>

		<p>The following post-harvest activities will occur:</p> <ul style="list-style-type: none"> <li>• Post-harvest treatments for noxious weeds for a period of up to five years after sale closure</li> <li>• Post-harvest treatments to cut damaged and diseased conifers</li> </ul> <p>Once activities are completed all landings, roads, and skid trails will be ripped and seeded.</p>
Overstory Removal <sup>3</sup>	1 (106 acres) 1 OSR	<p>Remove the large mature overstory trees and release the understory. All large non-marketable, “woffy” Douglas-fir trees will be left. All snags that do not pose a safety hazard during logging operation would be retained in the stand. Following harvest, the residual conifer stand would have a 15’ by 15’ spacing resulting in leaving 150 to 175 trees per acre. Layout of unit boundaries will meet all INFISH guidelines. The treatment will require the following construction activities:</p> <ul style="list-style-type: none"> <li>• The opening of 1,800’ of currently closed road</li> <li>• The construction of 36,000’ of skid trails</li> <li>• The construction of six 100’ by 100’ clearings for landings</li> </ul> <p>The following post-harvest activities will occur:</p> <ul style="list-style-type: none"> <li>• Post-harvest treatments for noxious weeds for a period of up to five years after sale closure</li> <li>• Post-harvest treatments to cut damaged and diseased conifers</li> </ul> <p>Once activities are completed all landings, roads, and skid trails will be ripped and seeded.</p>
Sanitation <sup>4</sup> /Salvage <sup>5</sup>	5 (81 acres) 1S, 2S, 3S, and 7S	<p>Remove trees killed by bark beetles (Douglas-fir beetle and mountain pine beetle) or trees infected with mistletoe or other diseases agents. Remaining trees will be spaced on a 15 to 25 feet stem spacing leaving approximately 150 to 175 trees per acre. Preferential leave trees would be healthiest and largest in diameter to provide future seed. All large diameter nonmarketable “woffy” Douglas-fir trees will be retained. Five to ten greater than 18”dbh trees (green or dead) will be retained per acre. Layout of unit boundaries will meet all INFISH guidelines. The treatment will require the following construction activities:</p> <ul style="list-style-type: none"> <li>• The re-opening and subsequent closing of the closed un-numbered road off</li> </ul>

<sup>3</sup> Overstory Removal is defined as -The cutting of trees comprising an upper canopy layer in order to release trees to other vegetation in an understory.

<sup>4</sup> Sanitation – The removal of trees to improve stand health by stopping or reducing actual or anticipated spread of insect and diseases (see Stand Improvement).

<sup>5</sup> Salvage – The removal of dead trees being damaged or dying due to injurious agents other than competition, to recover value that otherwise be lost.

		<p>the Red Rock Road for 300' and the construction of 2,500' of temporary road in place of Trail 4337</p> <ul style="list-style-type: none"> <li>• The construction of 2,250' of temporary road</li> <li>• The construction of 18,800' of skid trail</li> <li>• The construction of eight 100' by 100' clearings for landings</li> <li>• The re-contouring of 100' of existing constructed temporary road in place of Trail 4337 and the re-contouring of 600' of an un-numbered road off of road #40458 leading to Unit 7S once the logging is completed</li> <li>• The re-contouring of 2,250' of temporary road once logging is completed</li> </ul> <p>The following post-harvest activities will occur:</p> <ul style="list-style-type: none"> <li>• Post-harvest treatments for noxious weeds for a period of up to five years after sale closure</li> <li>• Post-harvest treatments to cut damaged and diseased conifers</li> </ul> <p>Once activities are completed all landings, roads, and skid trails will be ripped and seeded.</p>
<p>Group Selection<sup>6</sup></p>	<p>2 (33 acres)                  1GS and 3P</p>	<p>Remove all live/dead post and pole material and all dead lodgepole pine trees while retaining live non post and pole size trees. End results would be clumps of mature trees intermixed with saplings that do not meet post and pole standards. Designated material for removal will be strictly lodgepole pine; all other tree species will be retained. For 1GS this unit will be offered for personal use post and pole gathering until all the easily retrieved material is removed, lasting approximately 5 years maximum. After this time period the timber staff will evaluate remaining material, and if needed, offer up remaining material to commercial purchaser to finish up. For 3P this unit will be offered as a commercial sale. Layout of unit boundaries will meet all INFISH guidelines and employ no cut buffers along travel corridors as recommended by recreation specialists. The treatment will require the following construction activities:</p> <ul style="list-style-type: none"> <li>• The construction of 5,700' of temporary road (3,300' of temporary road over Trail #4109 and 2,400' over the un-numbered road that exits road #40458 leading into Unit (1GS)</li> <li>• The construction of 7,200' of skid trail</li> <li>• The construction of two 100' by 100' clearings for landings</li> <li>• The re-closing of Trail #4109 back to the original trailhead once logging is</li> </ul>

<sup>6</sup> Group Selection is defined as - A method of regenerating uneven-aged stands in which trees are removed, and new age classes are established, in small groups.

		<p>completed</p> <ul style="list-style-type: none"> <li>The ripping and seeding of non-slope portions of the un-numbered road leading into 1GS and 7S post-harvest</li> </ul> <p>The following post-harvest activities will occur:</p> <ul style="list-style-type: none"> <li>Post-harvest treatments for noxious weeds for a period of up to five years after sale closure</li> <li>Post-harvest treatments to cut damaged and diseased conifers</li> </ul> <p>Once activities are completed all landings, roads, and skid trails will be ripped and seeded. The following post-harvest activities will occur:</p>
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**Table 2 - Design features by activity and resources**

Activities	Resource	Design Feature	Applicability to Alternatives
Pre-Sale Layout , Tractor Logging and Pre-Commercial Units	Fisheries	INFISH guidelines for boundaries layout for all proposed treatment units will strictly be followed as well as any construction activities.	Both Alternative 2 and 3
Pre-Sale Layout , Tractor Logging Units	Recreation/Visuals	No tree cutting buffers along major travel routes will be employed for the following units during boundary layout: Unit 1AR buffer from main road of 150 feet, Unit 2AR buffer from main road of 30 feet, and Unit 3P buffer along trail of 30 feet.	Both Alternative 2 and 3
Layout, Pre- Commercial Thinning Units	Recreation/Visuals	No tree cutting buffers along major travel routes will be employed for the following pre-commercial units during boundary layout: Units J and K – 15 feet, Units C, N, and F- 30 feet, Units D and E – 60 feet.	Both Alternative 2 and 3
Marking Guideline	R4 Sensitive Plants	All <b>live</b> whitebark/limber pine trees greater than 7” dbh will be marked or designated for <b>retention</b> in all proposed units	Both Alternative 2 and 3
Marking Guidelines	Wildlife	For Units 1AR, 2AR, 1CT, 2CT, 1S, 2S, 3S, and 7S, all large non-marketable, “wolfy” Douglas-fir trees (large diameter trees with crowns that are fading and have visible evidence of heart rot) will be marked as leave. In addition, 5 to10 larger	Both Alternative 2 and 3 with exception of 1GS requirements would be dropped due to not including in proposed harvest activities

		diameter Douglas-fir trees greater than 18" dbh will also be left and become part of the residual stand. For 1 OSR large non-marketable trees (observed defects making log cull) will be marked as leave. For Units 1GS and 3P only post and pole material and dead lodgepole pine trees will be removed. All live mature trees will be retained.	
Activities	Resource	Design Feature	Applicability to Alternatives
Sale Preparation	Recreation	Identify on Sale area map all facilities and improvements. Units 1AR, 2AR and 3P of the Timber Sale Contract will require whole tree yarding to reduce short term visual effects, provision RO CT6.42# - <i>Skidding and Yarding</i> . Include stump height provision of 12" maximum.	Alternative 2, Alternative 3 impractical to helicopter log whole tree with the exception of 3P which is retained as a tractor harvest unit
Sale Preparation	Noxious & Invasive / Soils & Hydrology/ Fisheries/Wildlife	Identify on Sale area map all known locations of noxious or invasive plants on haul routes and/or locations of these plants in designated sale area. Include provision RO CT 6.601# - <i>Erosion Control Weeding</i> to seed, scarify, and fertilize skid trails, temp roads, and landings to expedite re-establishment of vegetation to prevent spread of noxious weeds and reduce erosion.	Both Alternative 2 and 3
Sale Preparation	Wildlife/Fisheries/ Hydrology	Units 1S, and 2S requires 2,250 feet of temporary road, include order of operation contract provision RO CT6.310# - <i>Cutting Schedule</i> and RO CT6.312# - <i>Sale Operation Restrictions</i> allowing only one operating season from June 15 <sup>th</sup> to November 1 <sup>st</sup> allowing operator to construct temporary road, remove product, and close temporary road prior to winter onset.	Alternative 2
Sale Preparation	Wildlife	All other mechanical harvest units incorporate a July 15 <sup>th</sup> to November 30 <sup>th</sup> , normal operating period. RO CT6.312# - <i>Sale Operation Restrictions</i> .	Both Alternative 2 and 3

Sale Preparation	R4 Sensitive Plants	Use contract provision WO CT6.32#- <i>Protection of Reserve Trees</i> to protect mature whitebark/limber pine in all mechanical treatment units.	Both Alternative 2 and 3
Activities	Resource	Design Feature	Applicability to Alternatives
Pre-Harvest Operations	Noxious & Invasive	Implement BT 6.35 which requires all “ <i>Off road equipment to be inspected for noxious weeds prior to entry onto the forest and commencement of operations.</i> ”	Both Alternative 2 and 3
Pre-Harvest Operations	Fisheries/Hydrology	Prior to starting operation in 1GS and 7S straw wattles or silt fence will be installed on stream side from beginning of section FS road 40458 to junction with unknown road #2 as it turns up the hill to catch sediment (Biological Assessment Recommendation).	Alternative 2
Harvest Operations	Recreation and Range	Individuals with permit activities (outfitters & Permittee’s) will be notified prior to commencement of timber sale operations to reduce potential conflicts.	Both Alternative 2 and 3
Harvest Operations/Temporary Roads	Fisheries	Construction of temporary roads will follow INFISH direction for locations and construction techniques.	Alternative 2
Harvest Operations/Temporary Road Construction	Fisheries	Temporary road placement through units 1S and 2S will not butt up against 300 feet Timber Creek RHCA boundary (INFISH)	Alternative 2
Harvest Operations/Temporary Road Construction	Recreation	Temporary road placement into units 1AR and 2AR will be located at an angle away from Forest Roads #40101 and #40104 to reduce visual effects.	Alternative 2
Harvest Operations / Landings and Skid trails	Recreation	Units 1AR, 2AR, and 3P that are immediately adjacent to travel route and landings will be placed inside cutting units to reduce visual effects. Skid trails locations need to be approved in advance and will be angled so as to not be run straight up and down the hill and not visible from travel routes	Alternative 2, Alternative 3 will not require landings placed inside for 1AR or 2AR. For these units landings are set for two locations only and will be

		<i>CT6.42# - Skidding and Yarding Special Objectives.</i>	visible to the public
Activities	Resource	Design Feature	Applicability to Alternatives
Harvest Operation/ Public Safety	Recreation/Safety	Hauling restrictions would be imposed on weekends for public safety. Specifically hauling would be prohibited from Friday midnight to Sunday midnight. When holidays occur on Mondays, the prohibition would extend to Monday midnight. When holidays occur mid-week days, the hauling prohibition would span the period from midnight to midnight of the day of the holiday.	Both Alternative 2 and 3
Harvest Operations/ Public Safety	Recreation	Warning signs would be placed at critical road intersections to alert the general public to logging activity in the vicinity. On motorized trail # 4109 opened for harvesting Unit 3P signing will be placed at junction with FS road #40104 and at the temporary closure on southern end for the duration of harvest.	Both Alternative 2 and 3
Harvest Operations / Maintaining Motor Vehicle Use Restrictions	Recreation	On motorized trail # 4109 the trailhead entrance will be moved slightly past Unit 3P on the south end. A barrier will be placed across the road that only allows access to continue on through for 50 inch or less all – terrain vehicle as currently designated on the Motor Vehicle Use Map. When harvest is completed, the trailhead north entrance with Junction of Forest Service Road #40104 will be returned to pre-harvest state as well as removing the temporary barrier on south end.	Both Alternative 2 and 3
Harvest Operations/ Trail Access	Recreation	Trails # 4109 and # 4076 would be cleaned of logging debris during operations to maintain trail access and then returned to their original width once harvest activities are complete.	Both Alternative 2 and 3

Activities	Resource	Design Feature	Applicability to Alternatives
Harvest Operations/Landings	Wildlife	In all units with aspen components, placement of landings shall be on edge of aspen stand to facilitate disturbance needed for regeneration of aspen cohorts.	Alternative 2
Harvest Operations/Landings	Fisheries/ Hydrology	In all cases will no landings abut against INFISH designate buffers or be located on unstable ground. All landings need to be pre-approved prior to construction by Sale Administrator.	Alternative 2, Alternative 3 landings are pre-determined for helicopter units. 3P will be designated by Sale Administrator prior to operations.
Harvest Operations	Hydrology/ Soils/ Fisheries / Noxious & Invasive Species	<p>On all mechanical harvest units incorporate the following State of Idaho Best Management Practices.</p> <ul style="list-style-type: none"> <li>• Select for each harvesting operation the logging method and type of equipment adapted to the given slope, landscape and soil properties in order to minimize soil erosion. (IDAPA 20.02.01.030.03)</li> <li>• Ground based skidding shall not be conducted if it will cause rutting, deep soil disturbance, or accelerated erosion. On slopes exceeding forty-five percent (45%) gradient, ground based skidding shall not be conducted except with an approved variance. (IDAPA 20.02.01.30.03a)</li> <li>• Limit the grade of constructed skid trails on geologically unstable, saturated, or highly erodible or easily compacted soils to a maximum of thirty percent (30%). (IDAPA 20.02.01.30.03b)</li> <li>• In accordance with appropriate silvicultural prescriptions, skid trails shall be kept to the minimum feasible width and</li> </ul>	<p>Both Alternative 2 and 3</p> <p>Alternative 2, Unit 3P of Alternative 3</p> <p>Alternative 2, Unit 3P of Alternative 3</p>



		<p>Stabilize all landings by establishing ground cover or by some other means within one (1) year after harvesting is completed. (IDAPA 20.02.01.30.05b)</p> <ul style="list-style-type: none"> <li>Spacing distances for water bars on tractor skid trails are:</li> </ul> <p>Water bar spacing.</p> <table border="1" data-bbox="827 461 1339 841"> <thead> <tr> <th>Gradient (%)</th> <th>Sedimentary &amp; Quartzite Unit 1AR, 1CT, 1OSR, 3P, &amp; 1GS</th> <th>Volcanic Units – 2AR, 2CT, 1S, 2S, 3S &amp; 7S</th> </tr> </thead> <tbody> <tr> <td>0-10</td> <td>200 feet</td> <td>80 feet</td> </tr> <tr> <td>10-20</td> <td>160 feet</td> <td>70 feet</td> </tr> <tr> <td>20-30</td> <td>110 feet</td> <td>55 feet</td> </tr> <tr> <td>30-40</td> <td>80 feet</td> <td>40 feet</td> </tr> <tr> <td>40-50</td> <td>60 feet</td> <td>35 feet</td> </tr> <tr> <td>50-60</td> <td>45 feet</td> <td>--</td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li>Deposit waste material from construction or maintenance of landings and skid and fire trails in geologically stable locations outside of the appropriate INFISH buffers. (IDAPA 20.02.01.30.06c)</li> <li>During and after forest operations, stream beds and streamside vegetation shall be protected to leave them in the most natural condition as possible to maintain water quality and aquatic habitat. (IDAPA 20.02.01.30.07)</li> <li>No operations would be conducted along bogs, swamps, wet meadows, springs, seeps, wet draws or other sources where the presence of water is indicated; protect</li> </ul>	Gradient (%)	Sedimentary & Quartzite Unit 1AR, 1CT, 1OSR, 3P, & 1GS	Volcanic Units – 2AR, 2CT, 1S, 2S, 3S & 7S	0-10	200 feet	80 feet	10-20	160 feet	70 feet	20-30	110 feet	55 feet	30-40	80 feet	40 feet	40-50	60 feet	35 feet	50-60	45 feet	--	<p>Alternative 3</p> <p>Alternative 2, Unit 3P of Alternative 3</p> <p>Alternative 2, Unit 3P of Alternative 3</p> <p>Alternative 2 and 3</p> <p>Alternative 2 and 3</p>
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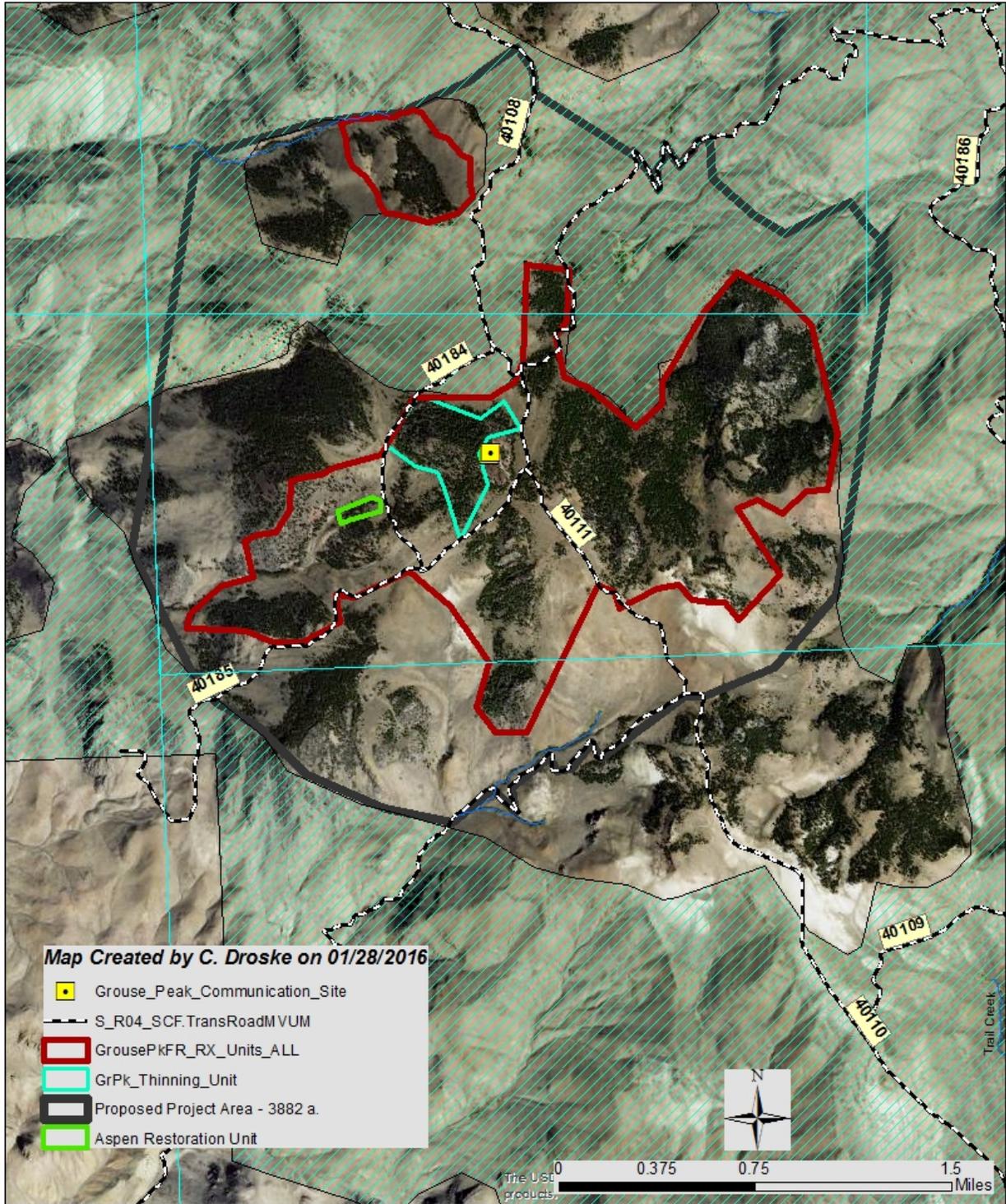
		<p>soil and vegetation from disturbance which would cause adverse effects on water quality, quantity and wildlife and aquatic habitat. (IDAPA 20.02.01.30.07c)</p> <ul style="list-style-type: none"> <li>• Materials to be used (equipment, erosion control materials, vegetation) will be approved by the Contracting Officer's Representative (COR) or Sale Administrator.</li> <li>• All harvest equipment used on the site will be inspected prior to its arrival on the site. The equipment must be 1) free of all noxious weeds and aquatic invasive and 2) free of oil, fuel, or toxic leaks that would wash off into water.</li> <li>• No storage of fuel or toxicants is allowed in RHCA's. Fueling activities with RHCA's are also prohibited unless there are no other alternatives. Refueling sites with RHCA's must be approved and implement a <i>Spill Containment Plan</i>, part of which includes a spilled fuel containment/catchment device.</li> <li>• Leaks of motor oil and hydraulic fluid from heavy equipment should be monitored and controlled to prevent water contamination. Any petroleum contamination shall be cleaned up and disposed of properly.</li> <li>• Piles shall be limited to the smallest size possible to limit the extent of soil heating. All piles larger than 10 feet in diameter will be scarified and seeded with native plant mix.</li> <li>• Water sources used during pile burning</li> </ul>	<p>Alternative 2, Unit 3P of                  Alternative 3</p> <p>Alternative 2 and 3</p> <p>Alternative 2 and 3</p> <p>Alternative 2 and 3</p> <p>Alternative 2 and 3</p>
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		would follow the measures as stated in the <i>(Programmatic Biological Assessment/Biological Evaluation of the Effects to Threatened, Endangered, Proposed, and Sensitive Aquatic Species for the Wildfire Suppression on the Salmon-Challis National Forest, December 2010 (USDA Forest Service, 2010)).</i>	Alternative 2 and 3
Harvest Operations	Wildlife	Retain all snags that do not pose a safety hazard during logging operations in all mechanical units except 1GS and 3P	Alternative 2 and 3
Harvest Operations	R4 Sensitive Plants / Seedling & Saplings	As approved by sale administrator, skid trails would be located to minimize damage to whitebark pine and other seedlings and saplings.	Alternative 2, Unit 3P of Alternative 3
Post- Harvest or Timber Sale Closure	Noxious and Invasive/Fisheries/Soils & Hydrology/ Wildlife	All disturbed areas will be seeded with a native plant mix. If soils are compacted sites will also be scarified then seeded.	Alternative 2, Unit 3P of Alternative 3
Activities	Resource	Design Feature	Applicability to Alternatives
Post-Harvest/Temporary and Re-opened Roads	Watershed/Fisheries/ Wildlife/ & Recreation	Temporary and re-opened roads will be closed prior to unit acceptance. Closure techniques will vary based on road location, previous road use designation and slope, and may include full bench obliteration to closure of first 100 feet of road. Other techniques include berm redistribution, ripping, seeding, and scattering slash on disturbed ground.	Alternative 2 and 3
Post-Harvest or Prior to Timber Sale Closure	Recreation/Trails	Trails #4109 and #4076: prior to closure and acceptance of Timber Sale Contract will be closed and returned to original width.	Alternative 2, Alternative 3 applies only to route 4109
Post-Harvest	Recreation	Interpretative sign will be placed across from entrance to Timber Creek Campground explaining the proposed vegetation management project.	Alternative 2 and 3
Post- Harvest	Wildlife/Range/Recreation	Units 1 and 2AR will be fenced off with a fence that allows free passage of wildlife to protect aspen	Alternative 2 and 3

		regeneration. Where visible from main travel routes materials used for the fence will be either a jack or rail, or log worm fence to blend in with natural setting. Remaining fence will be standard 4 wires.	
Post-Harvest	Noxious & Invasive	All disturbed areas will be surveyed for noxious weeds and treated for up to five years after timber sale closure.	Alternative 2 and 3
Post-Harvest Pile Burning	Air Shed	Before any pile burning consult the Idaho/Montana air shed group for prior authorization before lighting.	Alternative 2 and 3
Activities	Resource	Design Feature	Applicability to Alternatives
Culvert Removal on Red Rock Creek	Fisheries and Hydrology	When performing these functions utilized guidance from 2011 Programmatic BA ( <i>Programmatic Biological Assessment for Restoration Activities at Stream Crossings Affecting the Habitat of ESA-listed Fish Species on National Forests and Bureau of Land Management Public Lands in Idaho</i> , November 5, 2011) and the associated BO for this kind activity (NMFS, June 4, 2012 and USFWS, June 12, 2012).	Alternative 2 and 3

**EXHIBIT 4 – Grouse Peak Preliminary Draft Map of Activities**

**Grouse Peak Vegetation Project Area  
Sage Grouse Habitat**



**EXHIBIT 5 – R4 Silvicultural Prescription Template**

**VEGETATION PRESCRIPTION**

PROJECT NAME		NEPA DOC. NAME	
FOREST		APPROVAL DATE	
DISTRICT		SIGNING OFFICIAL	
LOCATION NAME		PRESC. TEAM	
MGT. AREA			

**VEGETATION PRESCRIPTION FOR FOREST AND WOODLANDS**

**FOREST OR WOODLAND TYPE:**

**SILVICULTURIST:**

**DATE RECOMMENDED:**

LOCATION/SITE	ACRES	LOCATION/SITE	ACRES

SITE /TYPE DATA			
SLOPE		GEOLOGY	
ASPECT		SOIL TYPE/DEPTH	
ELEVATION		HYDROLOGY	
LANDFORM		GROWING SEASON	
LIMITING FACTORS			

VEGETATION ( STAND )DATA			
DATA RELIABILITY		SOIL COVER	
SITE PROD.(cf/ac.yr)		VEGETATION HIST.	
SPECIES COMP.		FUEL LOADING	
HAB/COM TYPE		OTHER FACTORS	
INSECT & DISEASE		RELATED FACT.	

**CURRENT STAND**

OVERSTORY (TREES GREATER THAN 5 INCHES DBH)							
SPECIES	MBF/AC	BA/AC	SDI	TREES/A C	AVE. DBH	CROWN RATIO	HEIGHT FEET
<b>TOTAL</b>							

UNDERSTORY (TREES LESS THAN 5 INCHES DBH)					
	SPECIES/ CROWN RATIO PERCENT (i.e. PP/45)				
SEEDLINGS					
SAPLINGS					
POLES					
TOTAL					

**Management Objectives:**

**Vegetation Objectives: (DFC- species, density, and structure in terms of time -100 Years)**

**Alternatives ( Treatments) Considered:**

**Detailed Description Of Selected Alternative :**

**1. Vegetation Objectives: (Describe the expected results in 10 years in term of species composition, structure, density, and distribution)**

**2. Site Preparation Method:**

**3. Regeneration Method:**

**4. Fuel Treatment Reduction:**

**5. Vegetation Treatment Method:**

**6. Noxious Weed Implications:**

**7. Economics of Current Treatment:**

**8. Special Considerations For Resource Coordination:**

**9. Forecast For Selected Alternative or Treatment:**

TIME (YRS)	SPECIES COMPOSITION	HEIGHT	DBH	SDI	TREES PER ACRE	EVEN, UNEVEN, TWO AGE	OTHER
0 (Pretreat)							
10							
30							
50							
80							
120							

**10. Implementation Plan: (i.e Burn Plan,etc.)**

**11. Monitoring and Evaluation:**

**Method of Monitoring:( walkthrough, plots, flyover,etc.)** A scheduled plan including the intensity must be stated.

MONITORING PERIOD	PREDICTED VS ACTUAL	SPECIES COMPOSITION	HT	DBH	SDI	TPA above DBH	TPA below DBH	EVEN, UNEVEN, TWO AGE
FIRST YR.	PREDICTED							
FIRST YR.	ACTUAL							
THIRD YR.	PREDICTED							
THIRD YR.	ACTUAL							
TENTH YR.	PREDICTED							
TENTH YR.	ACTUAL							

The Monitoring Plan must include proposed actions in the event the predicted results are significantly different than the predictions. Include any preservations not shown in the table above such as fuel loading changes and patterns of the treatment. If burning is the selected alternative include an acceptable range of acres actually burned over that meet the project objectives.

**EXHIBIT 6 – Example of completed Silvicultural Prescription (Cape Horn)**

**VEGETATION PRESCRIPTION FOR FOREST AND WOODLANDS**

**PROJECT NAME:** Cape Horn Ranch and Powerline Fuels Reduction

**FOREST OR WOODLAND TYPE:** Mixed Conifer (PICO)

**SILVICULTURIST:** \_\_\_\_\_ **DATE RECOMMENDED:**

**LINE OFFICER:** \_\_\_\_\_ **DATE RECOMMENDED:**

**Executive Summary:** (if applicable)

<b>FOREST</b>	Salmon-Challis National Forest
<b>DISTRICT</b>	Middle Fork Ranger District
<b>LOCATION NAME</b>	Marsh Creek/Upper Stanley Basin
<b>MGT. AREA</b>	CNF LRMP MA #3, Marsh Creek
<b>LEGAL LOCATION</b>	T12N, R11E, Sec. 2, 11, 13, 14, T12N, R12E, Sec. 7, 8, 16, 17, 18, 21 Boise Prime Meridian, Idaho
<b>NEPA DOC. NAME</b>	Cape Horn Ranch Power Line Fuels Reduction Project, signed
<b>PRESC. TEAM</b>	ID Team Members: John Fowler, Sharon S. Bradley, Eric Pfeifer

<b>LOCATION/SITE</b>	<b>ACRES</b>	<b>UNIT OR TREATMENT AREA</b>
003029-0020, 0019, 0030, 0035, 0023, 0025  003031-0066, 0067, 0070, 0075, 0089, 0090, 0095, 0096, 0141, 0202, ,0218, 0221, 0235, 0239, 0243, 0247, 0257, 0280, 0281, 0282, 0304, 0306, 0300, 0307, 0308	250	<i>Unit 1</i>

<b>SITE/TYPE DATA</b>	
<b>SLOPE</b>	Ave: 5%; Range: 0%-20%
<b>ASPECT</b>	Generally South, ranges from SW to SE
<b>ELEVATION</b>	Ave: 6600feet; Range: 6500 feet to 6900 feet
<b>GEOLOGY</b>	Flat to moderate slopes
<b>SOIL TYPE</b>	Decomposed granite, derived from Idaho Batholith parent material.
<b>HYDROLOGY</b>	Marsh Creek Watershed
<b>GROWING SEASON</b>	Early June through September

<b>VEGETATION DATA</b>	
<b>DATA RELIABILITY</b>	Stand exams, Type II
<b>SITE PROD. (CF/AC.YR)</b>	50 cu.ft. acre/year
<b>SPECIES COMP.</b>	Lodgepole pine, 97%, Subalpine Fir: 3%
<b>HABITAT/COMMUNITY TYPE</b>	Subalpine fir/pinegrass (ABLA/CARU)
<b>STRUCTURE</b>	Stem exclusion
<b>INSECT &amp; DISEASE</b>	Mountain pine beetle
<b>SOIL COVER</b>	Grasses, forbs, shrubs
<b>VEGETATION HISTORY</b>	Some selective harvesting occurred in the 1960s-80s, with reductions in canopy cover of 30-85%. Recent extended drought has accelerated bark beetle activity and mortality.
<b>FUEL LOADING</b>	Fuel model 10, 20 tons per acre.
<b>STAND AGE</b>	125
<b>LIMITING FACTORS</b>	Drought conditions and short growing season

### **Management Objectives:**

1. Reduce the risk of crown fire by reducing fuel loading and salvaging beetle-killed lodgepole pine to leave a shaded fuel break.
2. Reduce overall stand density, to reduce competition and allow greater resistance to insect and pathogen disturbances.

### **Alternatives (Treatments) Considered:**

#### **Alternative I:**

No treatment at this time or in the near future; allow the stand to develop along usual trends, while considering the consequences of the previous and existing disturbances and the resultant residues that remain standing and on the ground. This will eventually develop into an uneven-aged, old forest multi-strata stand structure over time with an overstory that is at least 125 years old or older than the developing stand. As the overstory succumbs to the biological and/or physical factors, regeneration will develop in the openings, developing another age class and canopy layer.

#### **Alternative II:**

As determined by the EA Interdisciplinary (ID) Team, the alternative to delay treatment is to reduce hazardous fuels through an irregular shelterwood (group selection) treatment. Dead and dying lodgepole pine will be harvested in this entry, as well as understory trees of all species to attain a prescribed stand density. In addition to the removal of dead and dying lodgepole pine, the stand will be thinned from below to remove understory ladder fuels.

Following mechanical treatment activities, residual slash beyond what is needed to maintain soil organic material and site productivity will be machine-piled and/or lopped and scattered. Slash will be redistributed over temporary roads and/or skid trails, and residual amounts will be piled at landings. The Forest Service will burn the slash piles at a later time under controlled conditions.

**Background and Previous Treatments:** Previous treatments have not occurred within this unit.

**Proposed Prescribed Treatment:**

**Vegetation Objectives:** The modified irregular shelterwood (group selection) system, as an intermediate treatment, is intended to provide for regeneration in the future as the overstory stand matures and is removed, and is intended to reduce the accumulation of ground and crown fuels to modify fire behavior in the vicinity of the Cape Horn Guard Station and nearby power lines.

Using the Forest Vegetation Simulation Model (PROGNOSIS) for Central Idaho, the 10-year prognosis for the stand is as follows. These results are based upon implementing the proposed treatments to reduce crown competition and increase crown spacing, maintain enough regeneration for future stand replacement while reducing ladder fuels, and reducing fuel loading and anticipated fuel loading. Quaking aspen “skeletons” or deadfall can be found within the stand, with some suckering. These areas will experience heavier removal of the coniferous species to encourage the rejuvenation of the aspen clones, which will be completed following contract closure.

The immediate objective of this treatment is to remove dead overstory biomass, downed woody material, and lower limbs of remaining live trees to reduce crown, ladder, and ground fuel levels. Immediately following treatment, the remaining stems will average 3 to 5 inches DBH, intermingled with large overstory stems, measuring 10 to 12 inches DBH, providing an open, park-like appearance. The most abundant species present will be lodgepole pine.

Objectives were modeled using the Forest Vegetation Simulator. Estimated values below are weighted averages on per acre basis

**Attribute objectives of the stand in 2020 (approximately 13 years after treatment):**

Species	Composition	BA/AC	Trees/ac.	DBH	MBF/ac.	Ht. (ft.)	Stand Structure	SDI
LP	99%	31	1205	2.3 in.	0.998	52	Understory Reinitiation	103
DF/ES/AS	1%							

**Attributes of the stand in 2020 for live trees less than 7.9 Inches DBH**

Species	Composition	BA/AC	Trees/ac.	DBH	MBF/ac.	Ht. (ft.)	Stand Structure	SDI
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LP	99%	24	1193	2.0 in.	0.312	10	Understory of Understory Reinitiation	85
DF/ES/AS	1%							

### Attributes of the stand in 2020 for live trees greater than 7.9 Inches DBH

Species	Composition	BA/AC	Trees/ac.	DBH	MBF/ac.	Ht. (ft.)	Stand Structure	SDI
LP	99%	7	12	10.1 in.	0.686	57	Overstory of Understory Reinitiation	18
DF/ES/AS	1%							

**Site Preparation Method:** To minimize soil disturbance beyond impacts associated with ground disturbance in skidding and slash piling operations, no site preparation will be done. Future treatments for scarification to break up sod layers and create bare mineral soil for seed beds may be implemented if regeneration does not establish as predicted. The modified irregular shelterwood system is intended to open portions of the canopy and increase light availability to the forest floor, allowing for some regeneration of lodgepole pine, a shade-intolerant species.

**Regeneration Method:** Natural regeneration is planned. The major species to regenerate naturally will be lodgepole pine because of the more open conditions and available seed source. It is also a natural component of the stand.

**Fuel Treatment Reduction:** Following mechanical treatment activities, residual slash beyond what is needed to maintain soil organic material and site productivity will be machine piled and/or lopped and scattered. Slash will be redistributed over temporary roads and/or skid trails, and residual amounts will be piled at landings. The Forest Service will burn the slash piles at a later time under controlled conditions.

**Vegetation Treatment Method:** Thinning, salvage and sanitation activities will involve the use of chainsaws, rubber-tired skidders and/or crawler-type tractors.

**Genetic Implications:** Removing dead and dying lodgepole pine from the overstory is not expected to cause significant changes to the genetic makeup of the stand. Many of these trees produced cones and seed before they succumbed to ongoing beetle attacks. There could be a slight positive improvement in resistance to the mountain pine beetle if the overstory has large living seed-producing trees that have not been killed by beetles. On the other hand, the remaining living lodgepole pine in the smaller diameter size classes (<5 in. dbh), may be suppressed trees that were not invaded by beetles. They may release enough to produce cones and seeds, which could degrade the gene pool. Thinning the understory to 209 trees per acre is expected to lessen the risk of this occurring, but post-harvest reviews may still indicate the need for TSI work to remove the suppressed residuals.

**Noxious Weed Implications:** Noxious weeds are presently at minimum levels within the sale area. Harvesting equipment will be required to be cleaned prior to arriving at the sale area.

**Economics of Current Treatment:** For this treatment, the investment includes an output of approximately \$45 per acre for preparing the area for treatment, such as layout, boundary designation, contract preparation, etc., in addition to the funding spent to collect data and analyze this project in the NEPA process.

Primary revenues resulting from the timber sale are described in the timber sale appraisal and contract. Other economic returns are intangible or not easily defined; however, in light of the wildfires during the 2000 season, this initial investment toward making this stand fire retardant or fire resistant will outweigh the costs of suppressing a wildfire, in addition to costs ranging between \$400 to \$600 per acre to replant the area if seed and shelter trees are lost.

**Special Considerations For Resource Coordination:**

Designation of existing snags and green replacement snags:

Snags or green replacement snags will be designated for retention by painting a stump mark and a horizontal band at 4.5 feet above the ground on those trees. Fuelwood removal permits will stipulate that trees having paint marks will not be cut and/or removed. If snags or replacement snags occur in groups, the entire group is to be designated for retention. These trees should be at least 11 to 15 inches DBH, and at least 20 feet tall. For safety reasons, snags or replacement snags that present a safety problem during thinning operations, a safety circle with a radius the length of one and one-half the height of the snag trees/trees will be left untreated around those trees. However, thinning operations are not planned within this unit, other than trees that may be eliminated during the burning operations. The intent is to maintain as many residual snags as possible.

Closure of Temporary Roads: Temporary road construction is not anticipated; existing Forest roads will be used for access.

**Map(s) of Stand(s)/ Area(s):** For maps of the project area, please see the project NEPA attachments.

**Existing Stand Conditions:** To describe existing stand conditions, weighted averages for the attributes will be used; the stand is not homogenous throughout. The treatment area is composed of portions from previously delineated stands. Estimates of the attributes are extrapolated from the FVS model based upon existing data and field reviews.

Based upon Forest Vegetation Simulator (FVS) Growth and Yield Model  
Using Stand Examination Data

<b>CURRENT STAND UNDERSTORY--LIVE</b>					
<b>SPECIES</b>	<b>LIVE TREES/AC</b>	<b>BA/AC</b>	<b>DBH</b>	<b>SDI</b>	<b>HEIGHT FEET</b>
DF--99% WBP/ES/AS---1 %	1998 trees	26 sq. ft. per acre	1.6 inches DBH	105	6 feet

<b>CURRENT STAND OVERSTORY--LIVE</b>						
<b>SPECIES</b>	<b>LIVE TREES/AC</b>	<b>BA/AC LIVE</b>	<b>DBH</b>	<b>MBF/ AC LIVE</b>	<b>SDI</b>	<b>HEIGHT FEET</b>
LP--99% WBP/ES/AS----<1 %	67 live trees	38 sq. ft. per acre	10.2 inches	4.03 MBF	98	60 feet

<b>CURRENT STAND TOTAL STAND—LIVE</b>						
<b>SPECIES</b>	<b>LIVE TREES/AC</b>	<b>BA/AC</b>	<b>DBH</b>	<b>MBF/ AC LIVE</b>	<b>SDI</b>	<b>HEIGHT FEET</b>
LP--99% WBP/ES/AS---<1 %	2065 trees	63 sq. ft. per acre	2.5 inches	4.43 MBF	202	60 feet

### **FORECAST FOR SELECTED ALTERNATIVE:**

This treatment will reduce hazardous fuels through an irregular shelterwood (group selection) treatment. Dead and dying lodgepole pine will be harvested in this entry, as well as understory trees of all species to attain a prescribed stand density. In addition to the removal of dead and dying lodgepole pine, the stand will be thinned from below to remove understory ladder fuels.

The modified irregular shelterwood (group selection) system, as an intermediate treatment, is expected to enable regeneration in the future as the overstory stand matures and is removed, and will reduce the accumulation of ground and crown fuels to modify fire behavior in the vicinity of the Cape Horn Guard Station and nearby power lines.

The immediate effect of this treatment will be a reduction of dead overstory biomass, downed woody material, and lower limbs of remaining live trees to reduce crown, ladder, and ground fuel levels. Immediately following treatment, the remaining stems will average 3 to 5 inches DBH, intermingled with large overstory stems, measuring 10 to 12 inches DBH, providing an open, park-like appearance. The most abundant species present will be lodgepole pine.

**Treatment Effects Forecast Based upon Forest Vegetation Simulator (FVS) Growth and Yield Model, using Stand Examination Data, Timber Sale Cruised Data, and Post-harvest Fixed-plot Data.**

TOTAL STAND—OVERSTORY AND UNDERSTORY COMBINED								
TIME	SPECIES COMPOSITION	BA/AC	TREES/AC	AVE. DBH	MBF/ACRE	HT. FEET	STAND STRUCTURE	SDI
<b>Present Stand Before Treatment</b>								
<b>Live Trees</b>								
Present	LP—99% ES/DF/ AS—<1%	63 sq. ft. per acre	2065 trees	2.5inches	4.43 MBF	60 feet	Understory reinitiation	202
<b>One Year Following Treatment</b>								
2007	LP--99% ES/DF/AS -- -<1%	25 sq. ft. per ac	1910 TPA	1.6 inches	0.542 MBF per acre	48 ft.	Understory reinitiation	95

**Future Stand development and treatments following the treatment in 2007:** With the reduced canopy, extensive seedling establishment (occurring before and after stand treatment) will result in increases of stand density index as the young trees take advantage of available light and nutrients. Within approximately 20-25 years, the understory will have grown into the lower crowns of the overstory, creating ladder fuels. The stand will develop in a heterogeneous, patchy pattern. Because the objective of treatments is to maintain a more open canopy, a thin-from-below treatment will be implemented to reduce the ladder fuels and maintain residual tree density.

Precommercial Thinning Approximately 30 Years Following Thinning and Pile Burning								
TIME	SPECIES COMPOSITION	BA/AC	TREES/AC	AVE. DBH	MBF/ACRE	HT. FEET	STAND STRUCTURE	SDI
Before Treatment	<b>Overstory</b> LP—99% ES/DF/ AS—<1%	10.8 sq. ft. per ac	22 TPA	9.7 inches	1.18MBF per acre	58 ft.	Young forest multi- strata	28
2030	<b>Understory</b> LP—99% ES/DF/ AS—<1%	27 sq. ft. per ac	1122 TPA	2.1 inches	NA	12 ft.		92
After Treatment	<b>Overstory</b> LP—99%	11.7 sq. ft.	24 TPA	9.7 inches	1.26 MBF	58 ft.	Young forest	24

2031	ES/DF/ AS—<1%	per ac			per acre		multi- strata	
	<b>Understory</b> LP—99% ES/DF/ AS—<1%	20 sq. ft. per ac	185 TPA	4.5 inches	NA	28 ft.		50

**Implementation Plans: (i.e., burn plan, marking guides):**

The burn plan, developed in conjunction with the prescription, will be completed prior to burning and made an attachment the prescription.

Marking or designation guides are outlined as follows:

Marking guides:

- The boundary is designated with an orange paint spray spot at DBH height and a stump mark at ground level, facing into the treatment area. Boundary trees shall be spaced at intervals that accommodate visibility from one boundary tree to the next. Unit numbers shall also be painted in orange facing into the unit at intervals of approximately 100 feet.
- Leave trees will be designated with a horizontal yellow stripe on the uphill and downhill sides, with a stump mark just above ground level and/or within the root swells on the downhill side..
- Leave tree preference, from high to low, is Douglas-fir, Englemann spruce, lodgepole pine and subalpine fir.
- Mark as directed within a distance of one tree height from the powerline. At greater distances within the project boundary, mark progressively lighter.
- Mark the following trees for leave:
  - **Live, merchantable Douglas-fir**
  - **Live lodgepole pine without sign of insect infestation**
  - **Merchantable Englemann spruce in single-species groups**
  - **Trees with good form and full crowns.** Trees with single boles are preferred to leave than those that fork or have shown excessive sweep. Crowns that present good color, a healthy appearance, and better than average crown ratios, i.e. greater than or equal to 40 percent, are to be left.
  - **Aspen clones and whitebark pine**
- Avoid marking for leave:
  - All lodgepole pine trees that have clearly encroached into sagelands, grasslands, and aspen clones

- **Trees with thinning crowns and spiked tops** – This condition indicates that the tree is losing crown and may soon die.
- **Forked trees.** If a tree is forked below DBH (4.5 feet on the uphill side) and is a candidate for cutting, mark both forks. If they are chosen to remain leave both forks.
- **“Danger trees”.** A standing tree that presents a hazard to employees due to conditions such as, but not limited to, deterioration or physical damage to the root system, trunk, stem or limbs, and the direction and lean of the tree. OSHA 1910.226 (c) Logging Operations. This also includes snags.
- **Trees that are fire scarred and show evidence of rot and/or carpenter ants that are weakening the wood.**
- **Trees with excessive lean, sweep, and crook.**
- **Trees with insect or disease damage.** There are pockets of Douglas-fir mistletoe infected trees in the treatment area. Generally, the trees that have a high mistletoe rating and show infestation throughout the entire crown will be designated to be cut. Mountain pine beetles are active in the vicinity, and trees with indications of beetle infestation are to be cut, particularly those having heavy frass and/or heavy sap streams from insect entry holes.

**Monitoring and Evaluation of Regeneration:** Acceptable stocking is based on the Stand Density Index (SDI) relative to the maximum SDI, in addition to minimum stocking rates outlined in the Forest Plan and with respect to the Idaho Forest Practices Act (IDAPA 20.02.01-- See included Chart below).

**Method of Monitoring:** Through the thinning operation, a stocked stand will remain composed of lodgepole pine, with an occasional whitebark pine, Engelmann spruce and some aspen suckering. Since the goal of the treatment is to thin the stand to allow for open spacing among the tree crowns, too much regeneration will negate the objectives of the treatment by creating ladder fuels.

Acceptable stocking is based on the Stand Density Index (SDI) relative to the maximum SDI, in addition to minimum stocking rates outlined in the Forest Plan and with respect to the Idaho Forest Practices Act (IDAPA 20.02.01--See included Chart below). In this case, the expected relative SDI for the entire stand after harvesting is 95, which is 14 percent of the maximum. Between 20% and 25% of maximum, SDI, tree crowns usually begin to close.

**Method of Monitoring:** Using 1/100 acre circular plots—to monitor regeneration or future canopy replacement cohort. Since the stand will be stocked, and this treatment is an intermediate treatment--not a regeneration treatment, regeneration monitoring is not required. However, in order to assure retention of trees for the future overstory, the minimum desirable attributes of the stand is as follows:

MONITOR- ING PERIOD	PREDICTED VS ACTUAL	SPECIES COMPO- SITION	HT. of Replaceme nt Cohort	DBH of Replacement Cohort	TPA >8.0 inches DBH	TPA <7.9 inches DBH	EVEN, UNEVEN TWO AGE
FIRST YR.	PREDICTED	LP—99% ES/DF/ AS—<1%	5.6 Feet	1.6 inches	7	1902	Two-aged stand
FIRST YR.	ACTUAL**						
THIRD YR	PREDICTED	Not much change since the first year after thinning					
THIRD YR	ACTUAL**						
10 <sup>th</sup> YR	PREDICTED	LP—99% ES/DF/ AS—<1%	10 feet	2.0 inches	12	1193	Two-aged stand
10th YR	ACTUAL**						

*\*\*Include any situations not shown in the table above such as fuel loading changes and patterns of the treatment. If burning is the selected alternative include an acceptable range of acres actually burned over that meet the project objectives.*

**Reforestation**

This is an intermediate treatment in a silvicultural system where establishing regeneration is not the objective of the treatment. Furthermore, failure of natural regeneration is not anticipated because in areas that have opened up in the past, Douglas-fir has taken advantage of created openings to re-establish, leaving an overall average between 150 and 200 seedlings and saplings per acre (DBH less than 6 inches).

**Proposed actions in the event the predicted results are significantly different than the predictions:**

If the regeneration does not become established as predicted by the tenth year, contingency plans to collect local seed and grow planting stock at the nursery would be developed and made a part of this prescription to artificially regenerate the stand with 30 lodgepole pine to a maximum of 15 feet by 15 feet with at least 200 seedlings per acre. The overstory would be maintained to provide shelter, in addition to seed.

**ADDITIONAL GUIDELINES WITH RESPECT TO STAND STOCKING**

**Idaho Forest Practices Act (IDAPA 20.02.01-April 2000) Minimum Stocking - Acceptable Trees**

Average Size Class DBH(1) - Inches	Average Number of Trees per Acre	Average Spacing In Feet
2.9 and smaller	170	16 x 16
3.0 and greater	110	20 x 20
5.0 and greater	60	27 x 27
8.0 and greater	35	35 x 35
11.0 and greater	20	47 x 47