



**IDAWY ACQUISITION SERVICE CENTER INSTRUCTIONAL COVER SHEET**

ISSUING OFFICE:

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

SOLICITATION NO. **AG-02NV-S-16-0090**

OFFERS ARE SOLICITED FOR: **GREATER SAGE GROUSE INVASIVE SPECIES MANAGEMENT SERVICES**

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

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 (Page 3). (Complete Unit Price and Amount)
- 3.Technical Proposal (Pages 75-78)
- 4.Representations and Certifications (Pages 54-70). **(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  
1405 Hollipark Drive  
Idaho Falls, ID 83401  
Solicitation No. AG-02NV-S-16-0090

**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.**

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
*OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30*

1. REQUISITION NUMBER: 810391 PAGE 1 OF  
2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NUMBER 5. SOLICITATION NUMBER: **AG-02NV-S-16-0090** 6. SOLICITATION ISSUE DATE: **7/27/15**

7. FOR SOLICITATION INFORMATION CALL **KELLIE SHAW** a. NAME b. TELEPHONE NUMBER (No collect calls): **(208) 557-5766** 8. OFFER DUE DATE/LOCAL TIME: **8/17/15 1:00 p.m. MST**

9. ISSUED BY: **IDAWY Acquisition Service Center**  
**1405 Hollipark Drive**  
**Idaho Falls, ID 83401**

10. THIS ACQUISITION IS:  UNRESTRICTED or  SET ASIDE: 100 % FOR:  
 Small Business  Women-Owned Small Business (WOSB) Eligible Under the Women-Owned Small Business Program NAICS: 115310  
 Hubzone Small Business  Economically Disadvantaged Women-Owned Small Business (EDWOSB) Size Standard: \$7.5 Million  
 Service-Disabled Veteran Owned Small Business  8(A)

11. Delivery for FOB Destination unless Block is Marked  
 See Schedule

12. Discount Terms

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  
13b. RATING  
14. METHOD OF SOLICITATION:  RFQ  IFB  RFP

15. DELIVER TO: **See Delivery Schedule**

16. ADMINISTERED BY: **Same as Block 9**

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE  
TELEPHONE NO.:  
DUNS NO: CAGE Code.

18a. PAYMENT WILL BE MADE BY: **U.S. Dept. of Agriculture  
National Finance Center  
P.O. Box 60000  
New Orleans, LA 70160-0001**

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>GREATER SAGE GROUSE INVASIVE SPECIES MANAGEMENT SERVICES, Leadore Ranger District, Salmon-Challis National Forest</p> <p><b>This requirement is being procured as a fixed-price Simplified Acquisition.</b></p> <p><b>Faxes will not be accepted.</b></p> <p><b>PLEASE PLACE YOUR QUOTE IN SECTION I- SCHEDULE OF ITEMS</b></p> <p><i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i></p>				

25. ACCOUNTING AND APPROPRIATION DATA

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

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

28.  CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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.  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 (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

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**

2016 GREATER SAGE GROUSE INVASIVE SPECIES MANAGMENT SERVICES  
 Salmon-Challis National Forest  
 Leadore Ranger District  
 Lemhi County, Idaho

**I.1. Schedule of Items**

*Item 01 – Greater Sage Grouse Invasive Species Management*

ITEM NO.	DESCRIPTION	TREATMENT AREA	UNIT PRICE PER ACRE	TOTAL AMOUNT
1.1	Weed inventory, treatment, infestation re-measurement and qualitative herbicide efficacy monitoring activities	Kadletz Creek 140 Acres	\$ _____	\$ _____
1.1	Weed inventory, treatment, infestation re-measurement and qualitative herbicide efficacy monitoring activities	Sourdough Gulch 76 Acres	\$ _____	\$ _____
<b>TOTAL QUOTE</b>				<b>\$</b>

**Quoted price per acre shall include the cost of herbicide application of infested acres, re-measurement of existing infestations, qualitative herbicide efficacy monitoring and inventory of new infestations within treatment areas.**

**I.2 Basis of Award**

**One award will be made.** Award will be made to the quoter whose quote offers the most reasonable pricing for the work to be performed.

The Government reserves the right to make an award 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****SECTION II - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK****II.1. GENERAL****II.1.1 - Scope of Contract**

The purpose of this project is to conduct invasive species inventory, treatment and qualitative herbicide efficacy monitoring activities in specified treatment areas within greater sage grouse habitat on the Leadore Ranger District.

The Contractor shall provide all labor, supervision, equipment, supplies, services, permits, and licenses necessary to inventory, map, control and monitor invasive species infestations and process associated data for invasive species infestations on the Salmon-Challis National Forest within the perimeter of the treatment areas.

The Contractor shall (a) Inventory for and map all Idaho State and Butte/Custer/Lemhi County designated noxious weed species (Exhibit 1), as well as other identified invasive species (Exhibit 1), throughout the full extent of identified treatment areas. Inventory work shall be completed as per Forest Service specifications and requirements (Exhibits 2A, 2B and 3) (b) apply herbicides to target infestations of Idaho State and Butte/Custer/Lemhi County designated noxious weeds (see Exhibit 1) and other invasive plant species (Exhibit 1) within the specified treatment areas, in accordance with SCNF Herbicide Use Requirements (Exhibits 3 and 4), (c) re-measure the size of existing invasive plant infestations that have increased or decreased since the last re-measurement and (d) conduct efficacy monitoring of treated infestations per the requirements of Exhibit 5.

The Contractor shall provide digital and/or hard copy map and data files as specified by the Contracting Officer's Representative (COR) delineating the invasive species infestations inventoried and of the areas inventoried.

The Contractor shall provide digital and/or hard copy map and data files for each infestation, as specified by the COR, delineating the invasive species infestations to which herbicides were applied.

**II.1.2 – Project Area Location**

**C.1.2.1 – General:** There are two treatment areas, both of which are located in the Leadore Ranger District (see attached project area map), one in the vicinity of Sourdough Gulch and the other in the Bear Valley Creek drainage. Both treatment areas may be reached by traveling south from Salmon, ID toward Leadore, ID on Highway 28.

Access to the treatment areas will require more than one mode of transportation, such as passenger vehicles, four wheel drive vehicles, ATV's/UTV's, pack and saddle stock and/or hiking. Be advised that many forest roads are designed for high clearance, four wheel drive vehicles and are not recommended for cars or vehicles pulling trailers.

Travel time is dependent not only on distance and mode of transportation, but also on local conditions at the time of travel, including human-related factors such as road and trail maintenance priorities and weather-related factors, such as storm events, snow pack depths, runoff and high water.

### **II.1.3 – Project Area Information**

**C.1.3.1 – Specific Locations:** For visual information, refer to treatment area maps for site-specific locations in Kadletz Creek and Sourdough Gulch.

To reach the Kadletz Creek treatment area, travel south on Highway 28 for 27 miles and turn west onto the Hayden Creek road approximately one mile north of Lemhi, ID. Travel approximately 8.5 miles along the Hayden Creek road to the confluence with Bear Valley Creek. Then travel west along the Bear Valley Creek road (forest road #009) for approximately 2 miles to the confluence of Bear Valley Creek and Kadletz Creek.

To reach the Sourdough Gulch treatment area, travel south on Highway 28 for 46 miles to Leadore, ID. Continue on Highway 28 beyond Leadore for approximately 15 miles up Texas Creek and turn west onto forest road #211. Travel approximately 2.5 miles to the mouth of Sourdough Gulch.

**C.1.3.2 – Treatment Area Specific Information:** For visual information, refer to treatment area maps for site-specific locations in Kadletz Creek and Sourdough Gulch. All invasive plant species infestations within the treatment areas are less than 0.25 mile from an existing road that may be traveled by motor vehicles.

The Kadletz Creek treatment area is approximately 140 acres in size, divided between three treatment polygons. The largest treatment polygon is approximately 120 acres and the other two are much smaller (13 and 7 acres respectively). The entire treatment area was inventoried and re-treated with picloram in 2012. This includes all roads and spotted knapweed infestations between the road up Kadletz Creek and the creek bottom. The treatment area is moderately to heavily grazed by domestic cattle. Spotted knapweed has been moderately to heavily infested in the primary treatment polygon in the past. This treatment would be a follow-up treatment to two previous herbicide applications.

The Sourdough Gulch treatment area is approximately 76 acres in size and consists of one treatment polygon. A general perimeter of the area infested with spotted knapweed was inventoried in 2015. All roads were treated in 2015 and a central area of approximately 8 acres between roads in the interior of the treatment area was also treated in 2015. Mining, domestic cattle grazing and road building activities have taken place in and around the treatment area, parts of which are moderately to heavily infested with spotted knapweed. It is expected that spotted knapweed will thin out beyond the road system, but the entire treatment area will require gridding and spot treatments to locate and treat all noxious weeds in the treatment area.

### **II.1.4 – Period of Performance**

The anticipated period of performance for this project is September 1, 2016 through August 31, 2017. This work period may be adjusted if weather or environmental conditions or plant phenology require a change. If the work period is adjusted, inventory, control or monitoring work nevertheless may be suspended (a) in the late summer once active growth of the target invasive plant species ceases (typically with the onset of seed maturation), (b) at any time when weather conditions and/or treatment area accessibility preclude work and (c) at any time of year when the ground is frozen or snow covers the ground. Herbicide application usually may resume in the fall, typically from mid-September through October, as agreed upon by the Contractor and COR. Working on weekends and holidays is acceptable.

### **II.1.5 – Inventory and Treatment Procedures**

The Contractor shall conduct a systematic grid search pattern within each treatment area (see attached maps) to detect and treat invasive plant species. The distance between strips of the grid pattern will vary depending on terrain, slope, native plant cover and growth stage (phenology) of the target invasive plant species.

Herbicide application shall be required from the leading edge of the infestation out a minimum of 10 feet. In the case of rush skeletonweed, herbicide application shall be required from the leading edge of the infestation out 25 feet from the last outlying plant.

### **II.1.6 - Herbicide and Application Rates**

The Contractor will recommend the herbicide and application rate for a treatment area. The Forest Service reserves the right to require that a particular herbicide or application rate be used (See II.6.7 and Exhibits 3 and 4).

### **II.1.7 - Progression and Order of Treatment**

The Contractor, as approved by the COR, will determine the order and progression of work within a treatment area.

The Forest Service reserves the right to determine the time of herbicide application, the priority of treatment areas and order of activities within treatment areas.

Re-measurement and monitoring shall take place at the time each infestation is treated with herbicides. Inventory of new infestations shall take place as they are encountered by the Contractor.

Qualitative herbicide efficacy monitoring shall take place two weeks after an infestation is treated with herbicides.

The government reserves the right to alter the location of treatment areas should planned treatment areas become inaccessible (e.g. wildfires or mass erosion events due to high intensity storms) with prior written notification of the change by a properly executed modification from the Contracting Officer. Only areas of comparable size, terrain, and accessibility will be considered for potential alterations.

### **II.1.8 – Deliverable Products**

Upon completion of work, the Contractor shall submit hard copy and electronic data to the COR as specified in Section II.5.1.1 (Inventory Requirements), Section II.5.1.2 (Weed Control Requirements), Section II.6.5 (Reporting Requirements), Section III (Performance Requirements) and Exhibits 2A, 2B, 4 and 5. These shall include the following items:

The Contractor shall provide digital and/or hard copy map and data files as specified by the Contracting Officer's Representative (COR) delineating the areas inventoried and invasive species infestations inventoried and sprayed.

(a) Digital files providing the location of GPS-inventoried invasive plant points as ESRI ArcMap shapefiles categorized by work area and invasive plant species, along with minimum required associated tabular attributes per Forest Service specifications and requirements.

- (b) Hard copy herbicide application records using the form provided by the Forest Service in Exhibit 4 ***Completion of all fields is required.*** Multiple infestations of the same invasive plant species may be recorded on one application record as long as the infestations are contiguous or, if a series of small infestations in close proximity, ***as long as herbicide output is recorded for each infestation.*** Herbicide applications on infestations of different species must be recorded on separate application records.
- (c) Hard copy qualitative efficacy monitoring forms for each infestation treated using the form provided by the Forest Service in Exhibit 5. ***Completion of all fields is required.*** A separate qualitative monitoring form is required for each infestation.
- (d) Digital or color hard copy maps attached to each treatment record containing at a minimum: topographic background layer, outline of work area boundary and name, delineation of area and infestations sprayed each day with date of treatment and any recommendations regarding the area, new (refer to inventory above) or existing infestations and further management.
- (e) Digital files of color photographs of work areas and infestations inventoried, treated and monitored.
- (f) Hard copies or digital copies in a printable format (Word, Adobe pdf files, etc.) of all field notes pertaining to the work areas and/or inventoried infestations.

## **II. 2. DEFINITIONS**

Datum – North American Datum 1983, Universal Transverse Mercator, Zone 11N.

Early Detection/Rapid Response - a crucial component of any invasive plant management program, Early Detection/Rapid Response is the detection and reporting of invasive species new to an area, allowing a rapid response in coordinating efforts to eradicate infestations of the new invader and inventory a wider area around the initial infestation(s) in order to prevent the species from becoming established.

Efficacy Monitoring – collecting attribute data about the status of invasive plant infestations and effectiveness of herbicide application treatments by completing the qualitative efficacy monitoring form in Exhibit 5.

FACTS - Forest Activity Tracking System - A nationwide Forest Service database that tracks forest accomplishments, including invasive species treatments.

Geographic Information System (GIS) software – the Forest Service utilizes ESRI ArcGIS software, including ArcMap and ArcPad. At a minimum, Contractors need access to ESRI software or other GIS software that the Contractor can easily crosswalk with ESRI products to meet requirements specifying delivery of digital products such as shapefiles.

Global Positioning System (GPS) Equipment – Commercial grade Trimble GPS receivers or wireless GPS devices and portable data recorders capable of receiving and transmitting data dictionaries, Pocket Excel, ESRI ArcPad software, digital raster graphics and other GIS files for use in recording spatial and tabular data of treated infestations.

Herbicide – Only those herbicides listed specifically in Exhibit 3 may be applied to national forest system lands under the provisions of the Biological Opinion from the National Marine Fisheries Service and Fish and Wildlife Service that, in part, govern the application of herbicides to lands administered by the Salmon-Challis National Forests.

Any Glyphosate products applied between 0 and 15 feet of surface water must be formulated without the addition of surfactants. Any 2,4-D products applied between 0 and 15 feet of surface water must be labeled as suitable for application in or near an aquatic environment.

Inventory - Walking a grid system throughout the entire delineated inventory sites with each of the work areas in search of all of the Idaho State and Butte/Custer/Lemhi County designated noxious weeds and other invasive plant species as specified in the task order. Once located, the outer perimeter of infestations shall be mapped by taking GPS readings around the perimeter of each infestation, recording required data in the specified format for each infestation and converting these data to ESRI ArcMap software supported shapefiles and database files.

Noxious Weed - Any of 66 invasive plant species having the potential to cause injury to public health, crops, livestock, land or other property and designated as “noxious” by Butte, Custer or Lemhi Counties and by the State of Idaho (Noxious Weed Rules, IDAPA 02.06.22).

NRIS Invasive Species – Natural Resource Information System Invasive Species module - A nationwide Forest Service database that stores invasive species inventory data.

Plant Phenology – This phrase refers to any of the number of plant growth and life cycle stages, from germination to seed production to senescence. Herbicide application shall be timed to coincide with those stages of plant growth in which the target species is most susceptible to the effects of the herbicide. The COR may stop work during the time when the phenological stage of the target species precludes susceptibility to the mode of action of the herbicide required for use.

Re-measurement – Re-mapping an existing invasive plant infestation or TESP plant population with a GPS receiver (minimum GPS system and tolerance standards are displayed in Exhibit 2A) and collecting attribute data per the requirements of Exhibits 2A and 2B when the infestation or population has changed in size and extent and/or canopy cover since the last measurement.

Treatment Area – Consists of a geographically and topographically defined area of treatment in which work shall be conducted, whether for inventory, invasive species control or monitoring or any combination therefore, for which site conditions are described under sub-sections of II.5.

Weed Infestation – A discrete area infested with Idaho State and Butte/Custer/Lemhi County designated noxious weeds or other invasive plant species as specified by the task order delineated by a point or a polygon. The number of target plants in an infestation may be as low as a single plant to many thousands of plants. The area comprising the infestation may be as small as 1/1000 of an acre to thousands of acres if the target species distribution is large and continuous. Target plant cover may vary from less than one percent of the plant community in the infested area to a percentage in which the invasive plant species is dominant in the plant community (e.g. 75% cover).

### **II. 3. GOVERNMENT FURNISHED PROPERTY**

#### **GENERAL**

<b>Government Furnished Property/Services (Data, Maps, Etc.)</b>	<b>QUANTITY</b>	<b>Where, When, How to be Furnished to Contractor</b>
Idaho State/County Noxious Weed Lists	1	In Section VII
Inventory Data Collection Standards	1	In Section VII
Inventory Data Collection Fields and LOV's	1	In Section VII

GPS System and Tolerance Standards	1	In Section VII
SCNF Use Regulations	1	In Section VII
Maps of project area treatment units	One map or set	In Section VII
1:24,000 scale orthophoto quad maps of treatment area (i.e. the Item No.)	One per treatment area	Provided at pre-work meeting, if requested
Digital background layers as ESRI ArcMap shapefiles for existing inventoried invasive plant infestations	1 Each	Electronically downloaded to PDR/GPS Receivers
USGS Quadrangle Maps in Electronic Format	1 Each	Electronically downloaded to PDR/GPS Receivers

**INVENTORY**

<b>Government Furnished Property/Services, Data, ETC.</b>	<b>QUANTITY</b>	<b>Where, When, How to be Furnished to Contractor</b>
Inventory Data Collection Standards	1	In Section VII
Inventory Data Collection Fields and List of Value's	1	In Section VII and electronically downloaded to PDR/GPS Receivers
GPS System and Tolerance Standards	1	In Section VII

**HERBICIDE APPLICATION**

<b>Government Furnished Property/Services, Data, ETC.</b>	<b>QUANTITY</b>	<b>Where, When, How to be Furnished to Contractor</b>
Salmon-Challis National Forest Mitigation Measures for Herbicide Application	1	In Section VII
Master Copy of Salmon-Challis National Forest Herbicide Application Record	1	In Section VII
Qualitative Efficacy Monitoring Form	1	In Section VII

**II.4 - CONTRACTOR FURNISHED CRITICAL ITEMS/SERVICES****GENERAL**

<b>Item #</b>	<b>Quantity</b>	<b>DESCRIPTION</b>
1	1/crew	Shovel, bucket and fire extinguisher for fire prevention regulations
2	1/crew	Fire pan, if warming/cooking fires are intended in river corridor
3	1/crew	Fully contained, portable toilet for removal of human waste from river corridor, if camping on north side of Salmon River
4	1/crewmember	GPS devices and/or portable data recorders (as approved by the COR) that produce digital data as ESRI shapefiles
5	1/crew	Reliable communications system (Suggest Satellite Phone) to contact COR or EMS as needed

**INVENTORY**

<b>Item #</b>	<b>Quantity</b>	<b>Description</b>
1	1/crew	Digital camera with at least 5 mega pixel quality and software for downloading and printing 4X6 color photographs
2	1	Personal Computer and peripherals, including DVD burner and color printer

3	1	Microsoft Excel spreadsheet software
4	1	ESRI ArcPad (recommend 10+)

### **HERBICIDE APPLICATION**

<b>Item #</b>	<b>Quantity</b>	<b>DESCRIPTION</b>
1	As needed	Herbicide labeled for terrestrial control meeting Salmon-Challis National Forest Mitigation Measures for Herbicide Application (Exhibit 3)
2	As needed	All necessary adjuvants, including surfactant and indicator dye meeting Salmon-Challis National Forest Mitigation Measures for Herbicide Application (Exhibit 3)
3	As needed	All equipment & labor to control invasive plants per task order, including transportation, sprayers, water drafting equipment, operational spill incident kits, decontamination kits and personal protective equipment for each worker.

### **EFFICACY MONITORING**

<b>Item #</b>	<b>Quantity</b>	<b>Description</b>
1	1/crew	Digital camera with at least 5 mega pixel quality and software for downloading and printing 4X6 color photographs

## **II. 5. PERFORMANCE WORK STATEMENT TASKS/CRITICAL SUBTASKS**

### **II.5.1.1 - Inventory Requirements:**

Within each treatment area, the Contractor shall conduct invasive plant inventory for all Idaho State and Butte/Custer/Lemhi County designated noxious weeds and other invasive plant species as specified in each treatment unit delineated for inventory per protocol provided in Exhibits 2A and 2B.

- 1) The Contractor shall utilize portable data recorders or Global Positioning System receivers with (a) ESRI ArcPad software and (b) incorporated global GPS or with separate GPS devices using wireless Bluetooth technology for mapping infestations and recording required inventory data. The COR must approve the Contractor's GPS/data collection system at the pre-work meeting. The Contractor may not use unapproved systems as they could be incompatible with Forest Service data collection standards and data bases.
- 2) Inventory data shall be gathered in a manner consistent with Forest Service invasive plant inventory protocols and formats. These instructions are attached to this solicitation under Exhibits 2A and 2B and shall be provided to the Contractor in the necessary electronic formats by the Forest Service at the pre-work meeting.
- 3) The Contractor shall adhere to standard Forest Service specifications for data-collection and GPS tolerances. These specifications and GPS tolerances are attached to this solicitation under Exhibits 2A and 2B.
- 4) Inventory methodology will require the Contractor to follow a standardized grid system protocol specified by the Forest Service. The Contractor will be required to map infestations with GPS receivers and/or portable data recorders and collect and record data for all invasive plant infestations located in each site delineated for inventory. The Contractor shall provide (a) downloaded and processed shapefiles of gridded inventory areas (even if no infestations were found) and (b) downloaded and processed shapefiles of

infestations complete with all required data to the Contracting Officer's Representative (COR) for inspection purposes.

5) The Contractor shall download and process in database format all shapefiles of inventoried areas and infestations and associated data. The Contractor shall provide all electronic files to the COR at the end of every work hitch.

6) New invasive species or new invasive plant infestations encountered by the Contractor shall be mapped using ESRI ArcPad software on portable data recorders and wireless (Bluetooth) GPS receivers (Exhibits 2A and 2B) and required attribute data shall be collected per the requirements of Exhibits 2A and 2B. There are nine required attribute fields, including Date, Examiner, Ownership, Site Location Name, Invasive Plant Species, Plant Phenology, Cover Class Distribution, Percent Cover, and Other Invasive Plants Present. Comments about the site, including distance from water and other information helpful in managing the site are requested. These may be recorded in the Comments block of the inventory application (refer to Exhibit 2B).

7) Existing infestations that have changed in size and extent and/or canopy cover since the last measurement shall be re-measured by mapping the infestation with a COR approved GPS receiver (GPS Tolerance Standards are displayed in Exhibit 2A) and collecting attribute data per the requirements of Exhibits 2A and 2B. Lateral shifts in location, changes in size (whether increases or decreases) by 0.1 acre or more and changes (increases or decreases) in canopy cover trigger the requirement to re-measure the infestation.

#### **II.5.1.2 - Invasive Species Control Requirements:**

- 1) Herbicides to control invasive species will be applied to infestations of target invasive plant species in specified treatment areas per Salmon-Challis National Forest Requirements for Herbicide Application (Exhibit 3).
- 2) The Contractor shall be familiar with and comply with SCNF environmental protection design features and mitigation measures. The 2015 Salmon-Challis National Forest Forest-wide Weed Management Environmental Impact Statement and the 2016 SCNF Weed Management Record of Decision outline design features and mitigation measures for management of invasive plant species. These documents are available on the SCNF website at <http://www.fs.usda.gov/project/?project=36537>.
- 3) The Contractor shall conduct a systematic grid search pattern within the perimeter of each infestation. The Contractor shall then extend this systematic grid search pattern beyond the perimeter of each infestation and/or treatment area by at least 50 feet in order to detect outliers. The distance between strips of the grid pattern will vary depending on terrain, slope, native plant cover and growth stage (phenology) of the target invasive plant species.

Herbicide application shall be required from the leading edge of an infestation out 10 feet, with the exception of rush skeletonweed, which must be treated to a distance of 25 feet from the last outlying plant.

- 4) Treated invasive species infestations shall be monitored to detect treatment efficacy and track the status and trend of infestations by completing the qualitative efficacy monitoring form displayed in Exhibit 5. Efficacy monitoring attributes to be collected include examiner, date, time, site name and location information, target invasive species control rating, cover class by life form/soil surface

characteristics and by individual plant species, and invasive species species density, distribution and phenology ratings. ***Completion of all fields is mandatory.***

- 5) Comments and recommendations from the Contractor regarding future site management are requested, as well as comments about the site, including distance from water and other information helpful in managing the site are requested. These may be recorded in the Comments block of the inventory application.
- 6) Spatial and tabular attributes of invasive plant infestations treated by Contractor must be documented with Forest Service approved GPS equipment. The Contractor shall utilize portable data recorders or Global Positioning System receivers with (a) ESRI ArcPad software and (b) incorporated global GPS or with separate GPS devices using wireless Bluetooth technology for mapping infestations and recording required inventory data. The COR must approve the Contractor's GPS/data collection system at the pre-work meeting. The Contractor may not use unapproved systems as they could be incompatible with Forest Service data collection standards and data bases.

## **II.5.2 – Treatment Area Information**

### **II.5.2.1 – Availability of On-Site or Near Site Camping**

There are no developed campgrounds or camp sites available in or adjacent to treatment units. Primitive camping may be permitted depending on the season in which work is conducted. If camping at undeveloped sites within or near a treatment area is permitted, the following requirements must be met: (a) meeting sanitation requirements for garbage removal, human waste, etc. and (b) resource protection measures for sensitive resources (e.g. riparian areas). Drinking water will have to be filtered at all sites.

Camping at a developed campground may be permitted, again depending on the season of use and the degree of use by recreationists. The District Ranger must have received a request to use developed facilities a minimum of two weeks before the proposed dates of stay. If the request to use developed sites is denied by the District Ranger, other arrangements for camping must be made and then approved by the COR one week before stay.

Adherence to the camping requirements of Exhibit 6 is mandatory whether camping when camping in developed or undeveloped sites.

### **II.5.2.2 - Treatment Areas Environmental Conditions**

Terrain is variable depending on the treatment units, ranging from fairly flat and gentle moderately steep slopes (30 - 50%). The uplands typically contain abundant surface rock and unstable terrain. Mechanized treatment using truck-mounted or ATV/UTV-mounted sprayer units is not possible. Herbicides will have to be applied using backpack pumps or stock-mounted sprayers.

Vegetation in the treatment areas may vary depending on location and elevation, including a variety of native riparian, rangeland and conifer plant communities. In general, there are four native plant community types in which target invasive infestations may require treatment with herbicides: bunchgrass, upland shrub, conifer forest and deciduous riparian. Invasive plant species are most likely to occur in the bunchgrass and upland shrub cover types.

The upland shrub cover type is the most common cover type. Shrub cover may vary from light to dense. Common shrubs include bitterbrush, rabbitbrush and sagebrush species. Some shrub species such as rabbitbrush sprout from the roots after disturbance while bitterbrush and many sagebrush species do not.

Mountain mahogany also occurs, mainly in rock outcrops. Mountain mahogany, in particular, is very sensitive to herbicide over spray and care must be taken to avoid non-target herbicide damage to this species. The COR may require that certain herbicides be used in and around shrub species to protect this vegetation resource.

The bunchgrass cover type may also occur, especially in sites that have been previously disturbed, such as by fire. Native bunchgrasses and forbs comprise the dominant vegetation in this cover type. Native bunchgrasses, such as bluebunch wheatgrass, Idaho fescue or wild rye are largely resistant to most herbicides used to control broadleaf species, when applied per label direction. Many native upland forbs are variably susceptible to the effects of herbicide. Application of spot treatments as opposed to widespread broadcast application will keep herbicide impacts the minimum required for invasive species control purposes. Protection of native forb species is important in order to maintain desirable vegetation at a treated site so that natural restoration may occur after herbicide applications. The management objective is to attain a control level that keeps invasive plants at very low densities that allow for the establishment and persistence of healthy native plant communities.

The conifer cover type occurs intermixed with riparian communities along streams, as islands and stringers in draws and as open or closed forests on the ridges at the higher elevations. Conifer sites that contain invasive species infestations are usually open grown and scattered. Care must be taken to avoid over spray on conifer regeneration. The COR may require that certain herbicides be used in areas where conifers are regenerating.

The deciduous riparian cover type occurs along perennial and intermittent streams as well as scattered seeps and springs. Vegetative cover is often dense to very dense. Mid to tall willow communities are the typical cover type, usually with an under story of tall grasses and forbs. The water table is typically high to very high. The Contractor is responsible for complying with SCNF requirements for herbicide application around water.

The availability of water for herbicide application in or near treatment areas is variable. Water will be limited within the Sourdough Gulch treatment area and will have to be hauled in some distance from available streams or ditches. Stream and ditch flows typically decline as summer progresses. Hauling water for herbicide application in this treatment area may be physically arduous.

Water sources are more abundant and closer to treatment sites in the Kadletz Creek treatment area. Water is available from a number of streams and ditches, although it may have to be hauled uphill to treatment sites.

### **II.5.2.3 – Invasive Species Infestation Information**

The size, extent, density and distribution of invasive plants in each treatment area are *generally* known as there is an up to date invasive species inventory along and near roads. Refer to treatment area maps for a visual representation of the known extent of invasive species presence and distribution.

Spotted knapweed and musk thistle are known to be well-established in the Kadletz Creek treatment area. This treatment area is heavily grazed by domestic cattle and other invasive plants may be present, such as henbane, Canada thistle, hoary alyssum, cheatgrass, etc. Survey and inventory of invasive species have not been completed in the Sourdough Gulch treatment area, although spotted knapweed is well-established at the Sourdough Gulch treatment area. Cheatgrass is also known to occur in the Sourdough Gulch treatment area, but has not yet been inventoried. It is likely that Canada thistle and musk thistle occur in this treatment area as well.

Invasive plant cover and density may be low in some portions of the treatment areas depending on the length of time since the infestation established, the target invasive species, the extent of suitable habitat and time interval since the last control treatment. Locating individual plants and patches in areas where invasive plants occur as

single plants or scattered patches will require a careful grid pattern search to meet detection specifications. In other areas, invasive species may occur in dense patches or even as the dominant member of the plant community.

#### **II.5.2.4 - Herbicide Application**

The herbicide application will take place in remote or difficult to access locations. Foot travel access to the treatment units is variably difficult and, for some areas, a steep elevation gain will be required. A high level of physical fitness will be necessary to accomplish the work.

Within the project area, the following species could occur and SCNF's management goal is eradication: any bugloss species (*Anchusa* or *Echium*), any invasive hawkweed species (*Hieracium* spp.), any knapweed (*Acroptilon* or *Centaurea*) species other than spotted knapweed, any knotweed species (*Polygonum* spp.), black henbane, common crupina, Dalmatian and yellow toadflax, dyer's woad, hoary alyssum, houndstongue, leafy spurge, Mediterranean sage, oxeye daisy, puncturevine, rush skeletonweed, and sulphur cinquefoil.

Herbicide application is necessary to achieve management objectives, but must be accomplished using the lowest effective use rates, herbicides and application techniques that minimize non-target effects to desirable and native plants. Refer to sections in II.5.1 and to Exhibits 3, 4 and 5 for specific requirements regarding herbicide application.

### **II.6. GOVERNMENT PUBLICATIONS/INDUSTRY STANDARDS/STATE STANDARDS/GOVERNMENT STANDARDS/TECHNICAL EXHIBITS**

#### **II.6.1 - Licensing Requirements**

Contractors shall be licensed Professional Applicators with the State of Idaho and have the proper endorsements for agriculture/forest herbicide applications. Information on licensing requirements may be obtained from the Idaho Department of Agriculture, Division of Agricultural Technology, 2270 Old Penitentiary Road, PO Box 790. Boise, Idaho, 83701. Telephone (208) 332-8600.

**Contractors shall provide a copy of their applicator's license with their proposal. Proposals without a copy of the applicator's license will be rejected.**

#### **II.6.2 - Equipment Requirements**

a) Equipment shall be suited to the job for which proposals are solicited. This includes herbicide application equipment, water drafting devices and GPS receivers and GIS software. ***Proposals with unsuited equipment will not be considered for award.***

b) The Contractor shall thoroughly clean and wash all equipment, which shall then be inspected by the COR prior to mobilization onto National Forest System lands to prevent the introduction of new invasive plants and the continued spread of existing invasive plant species (see Exhibit 3). Equipment that does not pass the inspection will not be permitted to move onto the project area. Contractors are encouraged to clean equipment again prior to demobilizing from the project area to reduce transmission of invasive plant seeds or other reproductive parts to other areas.

c) GPS equipment shall meet Forest Service standards for data collection. ***Equipment must be approved before the Contractor begins work. Any data created with unapproved GPS equipment that is submitted for payment will be rejected.***

### **II.6.3 – Drafting Requirements**

There is typically little or no water available in many treatment areas. Spring development is prohibited and the volume of water available from the springs, if any, would be extremely small. Water for spraying at most treatment sites may often have to be hauled in on foot.

If drafting from streams, rivers, ponds, lakes or reservoirs, draft equipment shall include an 8-inch diameter screen with 3/32-inch mesh openings around the draft line and a device to prevent backflow through the line.

*All water drafting and transport shall be pre-approved by the COR at the pre-work meeting. Impounding water, digging ditches, changing the course of stream channels, or modifying stream banks are not permitted. Proposals that do not meet federal and Forest Service requirements for water drafting will not be considered for award.*

*The Contractor will be liable to law enforcement actions in the case of unpermitted stream bank or channel modification and shall bear the financial costs of restoration work.*

### **II.6.4 – Spraying Regulations**

Spraying is prohibited when wind speeds and/or temperatures exceed label requirements for the herbicides being applied **or** when sustained wind conditions exceed velocities permitted by the Forest Service or by the Idaho Department of Agriculture.

Herbicide applications, storage, containment and transport of herbicides and adjuvants, cleaning of spray equipment, and disposal of herbicide containers shall be conducted in accordance with State and Federal laws. The Contractor shall comply with any requirements of the manufacturer of the herbicide being applied. Empty herbicide containers that have been triple-rinsed, have had labels removed and cap insert removed may be delivered to the COR for recycling in the Idaho State Chipper program.

The Contractor shall comply with the mitigation measures and terms and conditions of the biological opinion issued by the NOAA National Marine Fisheries Service for the application of herbicides to target invasive plant infestations on the Salmon-Challis National Forest (See Exhibit 3).

### **II.6.5 - Reporting Requirements**

On completion of work in each treatment area, the Contractor shall submit electronic and hard copy data to the COR as specified in Section II.1.8 (Deliverable Products) and Exhibits 2A, 2B, 4 and 5.

The Contractor shall comply with Idaho State Department of Agriculture daily record-keeping requirements for herbicide use. The Forest Service requires the following information be recorded ***daily*** for each treatment area: GIS file, Infestation ID number, site description, application information (including target species, temperature, precipitation and wind speed at time of application, and full names of all persons applying herbicide under the supervision of the licensed professional applicator), Herbicide/Adjuvant Usage (including calibrated application rate, herbicides and adjuvants application rate and total quantities used, amount active ingredient, actual acres to which herbicide was applied, and total acres covered during the application), Total Application Hours, Total Person Days and Other Information . ***Complete and accurate recording of ALL fields is mandatory.*** A treatment record form listing all Idaho State Department of Agriculture and Forest Service requirements will be provided by the Forest Service (see Exhibit 4). The Contractor shall submit these daily treatment records to the COR on completion of each treatment area. Invoices submitted for payment will be rejected unless daily treatment records have been recorded correctly, been turned in to the COR and have been approved by the COR. The Forest Service reserves the right to inspect, review and copy these treatment records on a daily basis.

The Contractor shall comply with Forest Service requirements for completing qualitative efficacy monitoring of infestations that have been treated with herbicides (see Exhibit 5). Invoices submitted for payment will be rejected unless qualitative efficacy monitoring forms have been completed correctly, been turned in to the COR and have been approved by the COR. The Forest Service reserves the right to inspect, review and copy these monitoring records on a daily basis.

The Contractor shall provide spatial and tabular attributes for all treated invasive plant infestations in the project area. Spatial and tabular data shall meet minimum Forest Service invasive plant inventory data collection standards. The data collected and formats shall be compatible with Forest Service specifications found in Exhibits 2A, 2B, 4 and 5 to comply with Natural Resource Information System Invasive Plants and FACTS databases requirements. The Forest Service reserves the right to inspect and review spatial and tabular data on an as needed basis to ensure data quality requirements are met.

#### **II.6.6 - Operational Spill Incident Requirements**

The Contractor shall comply with Forest Service requirements for response to an operational spill incident, including spill kit contents, notification, containment and cleanup of operational spills of herbicides. These requirements are attached as Exhibit 7.

#### **II.6.7 - Herbicides, Adjuvants, and Spray Rates**

The Contractor shall comply with the mitigation measures and terms and conditions of the biological opinion issued by the NOAA National Marine Fisheries Service for the selection and use of herbicides to target invasive plant infestations on the Salmon-Challis National Forest (See Exhibit 3).

The herbicides permitted for use are listed in Exhibit 3. The application rates will be recommended by the Contractor within the parameters provided in Exhibit 3 and approved by the COR based on label direction and season of application. The application rate may be adjusted during a treatment period as recommended by the Contractor and approved by the COR, if conditions warrant a change. Tank mixes, in conformance with label requirements, may be recommended by the Contractor and approved by the COR, as conditions warrant. Contractor shall use adjuvants, such as surfactants, where appropriate and as directed by the label.

#### **II.6.8 – Required Knowledge and Experience**

##### **II.6.8.1 Noxious and Invasive Species:**

The Contractor shall be able to identify all Idaho State and Butte/Custer/Lemhi County designated noxious weeds displayed in Exhibit 1, SCNF Watch List invasive species and other invasive plant species as specified and all growth stages of these species from seedling to seed dispersal and dormancy in order to correctly record inventory and monitoring data and to report new invasive plant species and infestations (see list of values for Plant Phenology in Exhibit 2B).

##### **II.6.8.2 Data Collection, Processing and Summarization:**

The Contractor shall be thoroughly familiar and experienced with GPS data mapping, ESRI ArcPad and ArcMap GIS software (or compatible software that crosswalks with ESRI ArcGIS software) and Microsoft Excel spreadsheet software (for portable data recorders and for personal computers for each of the above) for collecting, downloading, processing and summarizing monitoring data. The Contractor shall be familiar with the basic statistical data summarization tools provided by ESRI ArcMap and Microsoft Excel software.

**SECTION III - INSPECTION AND ACCEPTANCE**

**III. 1. INVENTORY PERFORMANCE REQUIREMENTS & QUALITY ASSURANCE SURVEILLANCE**

Task/ Critical Subtask	III.1.1.1 Quality/Performance Standards	III.1.1.2 Acceptable Quality Level	III.1.1.3 Means of Measurements	III.1.1.4 Penalties	III.1.1.5 Incentives
III.1.1 Survey/Inventory – Detection	Detection of 95 percent of invasive plant infestations and Threatened, Endangered, Proposed and Sensitive (TEPS) plant species within each survey area. Meeting detection tolerances requires a planned inventory grid to cover survey areas with swath widths dependent on invasive plant species and TEPS plant species and plant phenology at the time of survey and inventory. This detection tolerance allows for missed infestations or TEPS plant populations consisting of very few plants.	Tolerances below 90% will not be accepted and no payment will be made.	Representative random transects in survey areas in habitat suitable to the invasive plant species or TEPS plant species for which the area is being surveyed.	Prorated payment down to 90%. Payment will be matched to achieved tolerances between 90% and 95%. Tolerances below 90% constitute grounds for contract termination based on failure to perform and payment will not be made.	Full payment will be made for infestation detection of at and above 95%.
III.1.2 Survey/Inventory - Data Collection	Accurate and complete spatial and tabular inventory data in proper format per Exhibits 1, 2A and 2B.  Perimeters of all inventoried invasive plant infestations within each inventory area shall be delineated as areas (i.e. polygons) provided to SCNF as ESRI shapefile formats.  Perimeters of all surveyed areas shall be delineated as polygons provided to SCNF as ESRI shapefile formats.	Tolerances below 100% will not be accepted and no payment will be made.	Field-checked survey/inventory data prior to leaving survey site.  Technical soundness of GPS files confirmed within one work week of end of hitch.  Shapefiles for survey areas and detected invasive plant infestations shall be field-checked prior to leaving inventory site.	If not corrected, these defects shall constitute grounds for termination for failure to perform and payment shall not be made.	Correct deficiencies within one work week at no additional cost to the Government.

**III. 2. HERBICIDE APPLICATION PERFORMANCE REQUIREMENTS AND QUALITY ASSURANCE SURVEILLANCE**

<p><b>III.2.1 Quality/Performance Standards</b></p>	<p><b><u>Task/Critical Subtask III.2.1.1 – Quality Control Plan</u></b>                  The Contractor shall provide a quality control plan detailing how conditions of the contract will be met. Procedures and actions taken to achieve compliance with the following items shall be addressed in the contractor’s quality control plan:</p> <ul style="list-style-type: none"> <li>• Record-keeping requirements (refer to II.6.5).</li> <li>• Operational Spill Incidents Requirements (refer to II.6.6 and Exhibit 7).</li> <li>• Acceptable Quality Level standards (refer to III.2.2).</li> <li>• Adherence to the Salmon-Challis National Forest Required Mitigation Measures (refer to Exhibit 3).</li> <li>• Risk reduction measures to prevent herbicide spills, provide for personnel and environmental (i.e. protection of water bodies, water courses and ground water, translocation of herbicides through soil profile, etc.) safety while transporting, mixing and loading and applying herbicides. Arrange for transportation and temporary storage of herbicides and measures to protect non-target vegetation.</li> </ul> <p><b><u>Task/Critical Subtask III.1.1.2 - Herbicide Application</u></b>                  The Contractor shall comply with the following (refer to Section II.6):</p> <ul style="list-style-type: none"> <li>• All applicable federal and state standards for the application of herbicides.</li> <li>• USDA Forest Service requirements for herbicide application, including Exhibits 3, 4 and 5.</li> <li>• Adherence to the Salmon-Challis National Forest Required Mitigation Measures (refer to II.6.4 and to Exhibit 3).</li> <li>• Completion of Qualitative Efficacy Monitoring for treated infestations (Exhibit 5).</li> <li>• Remeasurement of invasive plant infestations as required under Section C.5.</li> <li>• Inventory of new invasive plant infestations located in the treatment area(s) per Section II. 5 and Exhibits 1, 2A, and 2B.</li> </ul>
<p><b>III.2.2 Acceptable Quality Level</b></p>	<p><b><u>Task/Critical Subtask III.2.2.1 - Quality Control Plan</u></b>                  The Contractor shall cover each item specified in Quality and Performance Standards (above). Surveillance will include checks for compliance with each item.</p> <p><b><u>Task/Critical Subtask III.2.2.1.1 - Herbicide Application</u></b>                  The Contractor shall achieve the following:</p> <ul style="list-style-type: none"> <li>• One hundred percent compliance with herbicide application reporting requirements.</li> <li>• Application coverage of each project area must meet or exceed 95 percent of the project area as shown on the maps of the project area.</li> <li>• Herbicide application must demonstrate 95 percent mortality of the treated invasive plants.</li> <li>• <b><i>One hundred percent compliance with NOAA Fisheries and US FWS consultation requirements.</i></b></li> </ul>

<p><b>III.2.3 Means of Measurement</b></p>	<p><b><u>Task/Critical Subtask III.2.3.1 - Quality Control Plan</u></b>                  Contractor’s Quality Control Plan containing all necessary components shall be submitted to the COR.</p> <p><b><u>Task/Critical Subtask III.2.3.2 - Herbicide Application</u></b>                  A determination of successful execution of the contract will be based on either randomly located transects within each treatment area that are representative of the treatment area or, where feasible, an inspection of the entire treatment area. Tolerances will be determined by the COR based on these inspections.</p> <p>The use of indicator dye is required to assist the COR and Contract Inspectors in determining application coverage. Concentrations of indicator dye will be specified by the COR, Coverage inspections may be conducted separately from mortality inspections.</p> <p>Indications of herbicide application and incipient mortality will be evident by visual deterioration of the treated plants beyond recovery. Indicators would include two or more of the following: drooping, wilting, chlorosis, interrupted seed maturation, and/or drying of plant parts (stem, leaves, reproductive parts).</p> <p>As part of the inspection:</p> <ul style="list-style-type: none"> <li>• The COR will request and inspect application and monitoring records for completeness and accuracy; this may occur daily if deemed necessary by the COR. Incomplete or inaccurate records will not be accepted and any invoices submitted for payment prior to correcting application and monitoring records will be rejected.</li> <li>• It can take up to three weeks for treated plants to develop signs of herbicide damage. Therefore, enough time needs to lapse between the treatment and the inspection to determine efficacy. The work for a task order will not be accepted until at least 90% of the invasive plants show signs of herbicide damage. The COR will conduct random, periodic inspections for coverage and mortality beginning approximately 10 days after herbicide has been applied to an area and continuing weekly to bimonthly thereafter as needed.</li> <li>• Areas treated in the fall may not show herbicide effects until the following spring or summer. Therefore, on fall treatments, payment will be made based on the proper application and coverage of the herbicide and final inspection for mortality will take place the following summer. If it is determined that at least 90% of the invasive plants were not damaged, a meeting with the contractor and COR will be held to discuss retreatment at the contractors expense.</li> <li>• The COR will conduct random, periodic inspections for compliance with NOAA Fisheries and US FWS consultation requirements for the application of herbicides (see Exhibit 3).</li> <li>• In addition, the Idaho State Department of Agriculture may conduct periodic use inspections of the herbicide application operation. These use inspections will cover application technique, application rates, and adherence to pesticide use rules (refer to Exhibit 8).</li> </ul>
--	--

	<ul style="list-style-type: none"> <li>If, based on the results of the Idaho State Department of Agriculture use inspection, and deemed necessary by the COR, specimens of the target invasive plant species or random samples of the herbicide solution from the contractor’s spray tanks may be obtained for laboratory analysis. The target invasive plant species specimens would be analyzed to determine that the required herbicide was applied. The herbicide solution sample would be analyzed to determine that the required strength was used. The Contractor may observe the sampling and may request a copy of the laboratory analysis.</li> </ul>
--	---

<p><b>III.2.4 Penalties</b></p>	<p>Compliance with quality and performance standards and achievement of acceptable quality levels will be among the factors that contribute to the contractor’s performance evaluation.</p> <p>The following penalties for non-compliance will apply:</p> <p><u>Task/Critical Subtask III.2.4.1. - Quality Control Plan</u></p> <ul style="list-style-type: none"> <li>Contractor shall not start work until the quality control plan has been submitted to and approved by the COR.</li> </ul> <p><u>Task/Critical Subtask III.2.4.1.2 - Herbicide Application</u></p> <ul style="list-style-type: none"> <li>If inspections indicate that quality and performance standards and acceptable quality levels have not been met, the contractor may be required to rework the area at no cost to the Government. The Government reserves the right to determine re-treatment schedules and application rates.</li> <li>In the event the laboratory analysis concludes that the required herbicide was not applied to the target invasive plant species or that the herbicide solution does not comply with requirements, the Contractor shall be given one week to correct the deficiency by re-treating the area at no cost to the government.</li> </ul> <p>Non-compliance with quality and performance standards and acceptable quality levels constitutes grounds for contract termination based upon failure to perform.</p>
<p><b>III.2.5 Incentives</b></p>	<p><u>Task/Critical Subtask III.2.5.1 - Quality Control Plan</u>                  Not Applicable</p> <p><u>Task/Critical Subtask III.2.5.2 - Herbicide Application</u>                  Not Applicable</p>

**SECTION IV – MEASUREMENT AND PAYMENT****IV.1 Payment Calculation**

Payment less damages will be based on the following methods.

**IV.1.1. Inventory and/or Control Quality at fully acceptable performance- meets or exceeds 95 percent.**

Whenever the quality of work meets or exceeds 95 percent, based on the results of the Contractor's quality control inspection and verified by the Government monitoring, the work will be acceptable, an incentive payment will be made that provides payment at the unit price for the Item.

Payment Example: With a unit price of \$100 and a unit size of 40 acres, the bid price would be \$4,000. If the Contractor's work quality is 95 percent, payment would be \$4,000.

**IV.1.2. Inventory and/or Control Quality at unacceptable performance level, less than 95 percent.**

Whenever the quality of work is below 95 percent based on the results of the Contractor's quality control inspection and verified by the Government monitoring, the work is unacceptable and the value of services provided is significantly reduced. Therefore, a deduction will be made for unacceptable performance. For each percentage point that performance quality falls below 95 percent, a 2 percent deduction in unit price will be made. No payment will be made where quality of work is below 80 percent.

Payment Example: With a spraying quality of 85 percent, the deduction would be: 10 percent for quality 85 to 95 percent (5 x 2%) resulting in the Contractor receiving 95 percent of the bid price.

With a unit price of \$100 per acre and a unit size of 40 acres, the bid price would be \$4,000. At 85 percent spraying quality, payment would be:  $\$100 \times 90\% \times 40 \text{ acres} = \$3,600$ .

The Contractor is encouraged to implement his/her quality control program and inspect all work units for coverage and mortality in a timely fashion, reworking immediately as necessary. Implementation of an effective quality control program will greatly aid the Contractor in achieving acceptable coverage and mortality.

The COR will make the final decision on what constitutes unacceptable work based on the Contract Inspector's and COR's determination of coverage and mortality percentages. The Forest Service reserves the right to reject any and all unacceptable work below 95% for coverage or mortality (see IV.2.1 below).

**IV.2.1. Unacceptable Work**

**IV.2.1.1. Inventory and/or Control** - Any unit, with quality less than 95 percent, is considered unacceptable and may be rejected. For these areas the Government may (i) accept the work at a reduced price (ii) require the area to be re-worked at no additional expense to the Government, or (iii) reject the work in its entirety. If the quality is unacceptable, the Contractor's right to proceed is subject to immediate termination for default.

**IV.2.1.2.** When work quality falls below 95 percent in areas of 1 acre or larger and the quality of work can be corrected, the Government may require the area to be reworked. If the Government does not require the area to be reworked or the quality remains below 80 percent, the area may be separated from the item and payment made in accordance with IV.1.2.

**IV.2.1.3.** There will be no payment will be made where quality of work falls below 80 percent.

**IV.2.1.4.** The Government will document unacceptable work quality in its performance assessment of inventory, control and monitoring work performed by the Contractor.

## **SECTION V - SPECIAL CONTRACT REQUIREMENTS**

### **V.1. KEY PERSONNEL**

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

- Idaho professionally licensed herbicide applicators
- Superintendent by the Contractor or Contractor's Representative
- Foreman/woman
- Inspector
- Employees with technical skills or expertise 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.

### **V.2. CAMPING AND WORKSITE CONDITIONS**

The District Ranger of the unit on which treatment activities will take place may approve the use of Forest Service campgrounds for the Contractor and crew. A request for a camping permit will be required two weeks in advance of the planned stay. The District Ranger may choose to disallow requests for camping permits at developed sites, based on campground and facility availability, anticipated recreational demand, etc. Contractors shall comply with all applicable campground use regulations. Non-compliance will result in revocation of the camping permit without advance notification and immediate departure will be required.

Camping at undeveloped sites within or near a treatment area is generally permitted, provided (a) a request for a camping permit is requested one week in advance of the planned stay, (b) sanitation requirements for garbage removal, human waste, etc. and (c) resource protection measures for sensitive resources (e.g. riparian areas) are met. Water for camping may have to be hauled in.

Camping and Worksite Plan shall be consistent with requirements set forth in this section, Section I, the camping permit if required, and supplementary requirements in Section J. The Contractor shall provide a general plan with the technical proposal, and shall provide a more specific plan based on items awarded, prior to start work.

The Contractor shall be aware of and abide by the Salmon-Challis National Forest use regulations (Exhibit 6).

The contractor shall obtain a camping permit prior to camping on Forest Service land. Final payment shall be withheld until the authorized camping areas have been cleaned up according to the requirements of the Camping Permit and applicable use regulations.

If the Contractor does not obtain a Camping Permit but requires his/her employees to obtain the Camping Permit, the Contractor remains responsible for campsite cleanup and his/her employees conduct while camping on National Forest land.

### **V. 3. SAFETY PLAN**

The Contractor shall prepare a Safety Plan, which addresses the specific hazards of the worksite. The Contractor shall identify the specific conditions that he/she considers is a hazard. The Safety Plan shall also address the personal protective equipment and mitigating measures the Contractor will implement to increase safety on the worksite.

**SECTION VI - CONTRACT CLAUSES****VI-1 - FAR 52.212-4 Contract Terms and Conditions - Commercial Items (MAY 2015)**

(a) Inspection/Acceptance. (See Section IV 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.

**VI - 2 - 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 debarring 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.

**VI - 3 - FAR 52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)**

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**VI - 4 - 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.

**VI - 5 - FAR 52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (MAY 2008)**

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designated items is available at <http://www.epa.gov/cpg/products.htm>.

**VI – 6 - AGAR 452.228-71 Insurance Coverage (NOV 1996)**

Pursuance to FAR clause 52.228-5, Insurance-Work on a Government Installation, the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

(a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational disease are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability. (1) The Contractor shall have bodily injury liability coverage written on a comprehensive form of policy of at least \$500,000 per occurrence.

(2) The Contractor shall have property damage liability insurance and shall be required in the amount of \$500,000 per occurrence.

(c) Automobile Liability. The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage or loss.

(d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

**VI - 7 – 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.

**VI - 8 - FAR 52.236-7 Permits and Responsibilities (NOV 1991)**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or

property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

**VI - 9 - 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.

**VI-10 - 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

52.229-3	Federal, State, and Local Taxes (FEB 2013)
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)

**VI-11 - 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:

[Contracting Officer check as appropriate.]

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

- \_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#))).
- \_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- \_\_ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- \_\_ (5) [Reserved].
- \_\_ (6) [52.204-14](#), Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- \_\_ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- \_\_ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) ([31 U.S.C. 6101 note](#)).
- \_\_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) ([41 U.S.C. 2313](#)).
- \_\_ (10) [Reserved].
- \_\_ (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- \_\_ (ii) Alternate I (Nov 2011) of [52.219-3](#).
- \_\_ (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- \_\_ (ii) Alternate I (JAN 2011) of [52.219-4](#).
- \_\_ (13) [Reserved]
- X** (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- \_\_ (ii) Alternate I (Nov 2011).
- \_\_ (iii) Alternate II (Nov 2011).
- \_\_ (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- \_\_ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- \_\_ (iii) Alternate II (Mar 2004) of [52.219-7](#).

- \_\_\_ (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—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- X** (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_\_ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- \_\_\_ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- X** (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- X** (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jan 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 (OCT 2015) (38 U.S.C. 4212).
- \_\_\_ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X** (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).

\_\_ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

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

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

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

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

\_\_ (ii) Alternate I (Oct 2015) of [52.223-13](#).

\_\_ (37)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

\_\_ (ii) Alternate I (Jun 2014) of [52.223-14](#).

\_\_ (38) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

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

\_\_ (ii) Alternate I (Jun 2014) of [52.223-16](#).

**X** (40) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

**X** (41) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).

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

\_\_ (ii) Alternate I (May 2014) of [52.225-3](#).

\_\_ (iii) Alternate II (May 2014) of [52.225-3](#).

\_\_ (iv) Alternate III (May 2014) of [52.225-3](#).

\_\_ (43) [52.225-5](#), Trade Agreements (NOV 2013) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).

- \_\_\_ (44) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (45) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- \_\_\_ (46) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- \_\_\_ (47) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- \_\_\_ (48) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- \_\_\_ (49) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- X** (50) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- \_\_\_ (51) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- \_\_\_ (52) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).
- \_\_\_ (53) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- \_\_\_ (54)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- \_\_\_ (ii) Alternate I (Apr 2003) of [52.247-64](#).
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- [Contracting Officer check as appropriate.]
- \_\_\_ (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- X** (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
- X** (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- \_\_\_ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

**X** (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](#)).

**X** (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

\_\_\_ (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 (Oct 2015) ([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)

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

\_\_\_ (B) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O 13627](#)).

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

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

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

(xv) [52.222-55](#), Minimum Wages Under Executive Order 13658 (MAR 2016) (E.O. 13658).

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

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

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

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

(End of clause)

Alternate I (Feb 2000). As prescribed in [12.301\(b\)\(4\)\(i\)](#), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause.”

Alternate II (Oct 2015). As prescribed in [12.301\(b\)\(4\)\(ii\)](#), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 ([5 U.S.C. App.](#)), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor’s or any subcontractors’ records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

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

(B) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) [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.

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

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

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

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

(H) [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](#).

- (I) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
- (J) **X**(1) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627).  
\_\_\_\_ (2) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O 13627](#)).
- (K) [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](#)).
- (L) [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](#)).
- (M) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (Executive Order 12989).
- (N) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Mar 2016).
- (O) [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](#).
- (P) [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](#).

**SECTION VII--LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**VII- 1 - Service Contract Labor Standards:** If this is a contract in excess of \$2,500 the Act requires the Contractor to pay certain minimum wages to all service employees working under this contract. These required minimum wages are stated in the attached Register of Wage Determinations under the Service Contract Act. If no such Register is attached, the Contractor is required to pay no less than the minimum wage specified under 52.222-55 Minimum Wages Under Executive Order 13658.

**VII- 2 - Wage Determination No. 2005-2159, Rev. 18, Dated 12/29/2015**

**VII - 3 - Exhibit(s) -**

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

Exhibit 1	Invasive Species Lists
Exhibit 2A	Inventory Data Collection Standards
Exhibit 2B	Weed Inventory Data Collection Data Fields and Lists of Values
Exhibit 3	SCNF Herbicide Requirements/Mitigation Measures for Non-Wilderness Lands
Exhibit 4	SCNF Master Herbicide Application Record
Exhibit 5	Qualitative Efficacy Monitoring Form
Exhibit 6	Salmon-Challis National Forest Non-Wilderness Use Regulations
Exhibit 7	Sample SCNF Herbicide Spill Plan
Exhibit 8	ISDA Use Inspections
Exhibit 9	NPDES Requirements
Exhibit 10	Equipment Calibration Records

**See separate attached document for Exhibits**

**VII - 4 - Map(s)** - The following maps are a part of this solicitation and any resulting contract. **See separate attached document for Maps**

Map 1 – Kadletz Creek Treatment Area

Map 2 – Sourdough Gulch Treatment Area

WD 05-2159 (Rev.-18) was first posted on www.wdol.gov on 01/05/2016

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of		Wage Determination No.: 2005-2159
Director	Wage Determinations		Revision No.: 18
			Date Of Revision: 12/29/2015

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

State: Idaho  
Area: Idaho Statewide

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.27
01012 - Accounting Clerk II		13.83
01013 - Accounting Clerk III		15.09
01020 - Administrative Assistant		17.16
01040 - Court Reporter		22.66
01051 - Data Entry Operator I		11.51
01052 - Data Entry Operator II		12.57
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		11.17
01112 - General Clerk II		12.19
01113 - General Clerk III		13.68
01120 - Housing Referral Assistant		17.37
01141 - Messenger Courier		10.69
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		13.55
01262 - Personnel Assistant (Employment) II		15.15
01263 - Personnel Assistant (Employment) III		16.89
01270 - Production Control Clerk		18.51
01280 - Receptionist		11.51
01290 - Rental Clerk		12.35
01300 - Scheduler, Maintenance		13.93
01311 - Secretary I		13.93
01312 - Secretary II		15.58
01313 - Secretary III		17.37
01320 - Service Order Dispatcher		16.49
01410 - Supply Technician		17.16

01420 - Survey Worker	11.40
01531 - Travel Clerk I	12.07
01532 - Travel Clerk II	12.66
01533 - Travel Clerk III	13.73
01611 - Word Processor I	13.03
01612 - Word Processor II	13.92
01613 - Word Processor III	15.58
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.65
05010 - Automotive Electrician	14.43
05040 - Automotive Glass Installer	14.24
05070 - Automotive Worker	14.07
05110 - Mobile Equipment Servicer	11.50
05130 - Motor Equipment Metal Mechanic	15.83
05160 - Motor Equipment Metal Worker	14.07
05190 - Motor Vehicle Mechanic	15.83
05220 - Motor Vehicle Mechanic Helper	11.50
05250 - Motor Vehicle Upholstery Worker	13.30
05280 - Motor Vehicle Wrecker	14.07
05310 - Painter, Automotive	15.03
05340 - Radiator Repair Specialist	15.27
05370 - Tire Repairer	10.02
05400 - Transmission Repair Specialist	15.83
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.89
07041 - Cook I	9.80
07042 - Cook II	11.37
07070 - Dishwasher	7.90
07130 - Food Service Worker	9.41
07210 - Meat Cutter	14.58
07260 - Waiter/Waitress	8.62
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	13.60
09040 - Furniture Handler	10.99
09080 - Furniture Refinisher	13.05
09090 - Furniture Refinisher Helper	11.51
09110 - Furniture Repairer, Minor	11.54
09130 - Upholsterer	12.83
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.95
11060 - Elevator Operator	8.95
11090 - Gardener	14.27
11122 - Housekeeping Aide	10.75
11150 - Janitor	11.06
11210 - Laborer, Grounds Maintenance	11.56
11240 - Maid or Houseman	8.80
11260 - Pruner	10.14
11270 - Tractor Operator	14.11
11330 - Trail Maintenance Worker	11.56
11360 - Window Cleaner	12.19
12000 - Health Occupations	
12010 - Ambulance Driver	16.49
12011 - Breath Alcohol Technician	16.25
12012 - Certified Occupational Therapist Assistant	24.40
12015 - Certified Physical Therapist Assistant	21.99
12020 - Dental Assistant	14.94
12025 - Dental Hygienist	33.20
12030 - EKG Technician	24.91

12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	16.49
12071 - Licensed Practical Nurse I	14.53
12072 - Licensed Practical Nurse II	16.25
12073 - Licensed Practical Nurse III	18.12
12100 - Medical Assistant	14.79
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	13.47
12190 - Medical Record Technician	15.07
12195 - Medical Transcriptionist	15.16
12210 - Nuclear Medicine Technologist	32.30
12221 - Nursing Assistant I	10.66
12222 - Nursing Assistant II	11.99
12223 - Nursing Assistant III	13.08
12224 - Nursing Assistant IV	14.66
12235 - Optical Dispenser	14.76
12236 - Optical Technician	13.18
12250 - Pharmacy Technician	14.80
12280 - Phlebotomist	14.66
12305 - Radiologic Technologist	22.77
12311 - Registered Nurse I	22.72
12312 - Registered Nurse II	27.78
12313 - Registered Nurse II, Specialist	27.78
12314 - Registered Nurse III	33.61
12315 - Registered Nurse III, Anesthetist	33.61
12316 - Registered Nurse IV	40.02
12317 - Scheduler (Drug and Alcohol Testing)	20.13
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I	17.62
14072 - Computer Programmer II	22.88
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.69
14160 - Personal Computer Support Technician		20.50
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.58
15020 - Aircrew Training Devices Instructor (Rated)		33.36
15030 - Air Crew Training Devices Instructor (Pilot)		36.70
15050 - Computer Based Training Specialist / Instructor		27.58
15060 - Educational Technologist		20.74
15070 - Flight Instructor (Pilot)		36.70
15080 - Graphic Artist		18.46
15090 - Technical Instructor		18.36
15095 - Technical Instructor/Course Developer		22.46
15110 - Test Proctor		14.79
15120 - Tutor		14.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		8.97
16030 - Counter Attendant		8.97
16040 - Dry Cleaner		10.70
16070 - Finisher, Flatwork, Machine		8.97
16090 - Presser, Hand		8.97
16110 - Presser, Machine, Drycleaning		8.97
16130 - Presser, Machine, Shirts		8.97
16160 - Presser, Machine, Wearing Apparel, Laundry		8.97
16190 - Sewing Machine Operator		11.28
16220 - Tailor		11.90
16250 - Washer, Machine		9.39
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		14.91
19040 - Tool And Die Maker		22.33
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		12.95
21030 - Material Coordinator		18.51
21040 - Material Expediter		18.51
21050 - Material Handling Laborer		10.85
21071 - Order Filler		11.95
21080 - Production Line Worker (Food Processing)		12.95
21110 - Shipping Packer		12.87
21130 - Shipping/Receiving Clerk		12.87
21140 - Store Worker I		10.50
21150 - Stock Clerk		15.07
21210 - Tools And Parts Attendant		12.95
21410 - Warehouse Specialist		12.95
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		21.20
23021 - Aircraft Mechanic I		20.19
23022 - Aircraft Mechanic II		21.20
23023 - Aircraft Mechanic III		22.26
23040 - Aircraft Mechanic Helper		13.63
23050 - Aircraft, Painter		19.01
23060 - Aircraft Servicer		16.63
23080 - Aircraft Worker		17.60
23110 - Appliance Mechanic		17.03
23120 - Bicycle Repairer		10.23
23125 - Cable Splicer		29.76
23130 - Carpenter, Maintenance		17.46

23140 - Carpet Layer	19.20
23160 - Electrician, Maintenance	20.50
23181 - Electronics Technician Maintenance I	21.33
23182 - Electronics Technician Maintenance II	22.66
23183 - Electronics Technician Maintenance III	26.15
23260 - Fabric Worker	16.56
23290 - Fire Alarm System Mechanic	18.62
23310 - Fire Extinguisher Repairer	15.33
23311 - Fuel Distribution System Mechanic	21.65
23312 - Fuel Distribution System Operator	17.67
23370 - General Maintenance Worker	16.45
23380 - Ground Support Equipment Mechanic	20.19
23381 - Ground Support Equipment Servicer	16.63
23382 - Ground Support Equipment Worker	17.60
23391 - Gunsmith I	15.33
23392 - Gunsmith II	17.65
23393 - Gunsmith III	21.89
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.62
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.43
23430 - Heavy Equipment Mechanic	18.62
23440 - Heavy Equipment Operator	18.62
23460 - Instrument Mechanic	20.48
23465 - Laboratory/Shelter Mechanic	18.74
23470 - Laborer	10.85
23510 - Locksmith	17.48
23530 - Machinery Maintenance Mechanic	21.22
23550 - Machinist, Maintenance	17.44
23580 - Maintenance Trades Helper	13.09
23591 - Metrology Technician I	20.48
23592 - Metrology Technician II	21.51
23593 - Metrology Technician III	22.53
23640 - Millwright	22.43
23710 - Office Appliance Repairer	17.48
23760 - Painter, Maintenance	16.06
23790 - Pipefitter, Maintenance	21.74
23810 - Plumber, Maintenance	19.55
23820 - Pneudraulic Systems Mechanic	21.89
23850 - Rigger	21.88
23870 - Scale Mechanic	17.65
23890 - Sheet-Metal Worker, Maintenance	19.69
23910 - Small Engine Mechanic	14.51
23931 - Telecommunications Mechanic I	23.06
23932 - Telecommunications Mechanic II	24.50
23950 - Telephone Lineman	20.45
23960 - Welder, Combination, Maintenance	16.65
23965 - Well Driller	18.62
23970 - Woodcraft Worker	21.89
23980 - Woodworker	14.28
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.80
24580 - Child Care Center Clerk	12.47
24610 - Chore Aide	9.06
24620 - Family Readiness And Support Services Coordinator	12.08
24630 - Homemaker	10.19
25000 - Plant And System Operations Occupations	

25010 - Boiler Tender	19.84
25040 - Sewage Plant Operator	15.28
25070 - Stationary Engineer	19.84
25190 - Ventilation Equipment Tender	13.95
25210 - Water Treatment Plant Operator	15.28
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.88
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	18.72
27010 - Court Security Officer	19.91
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	18.72
27070 - Firefighter	18.98
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.26
27132 - Police Officer II	24.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Equipment Worker	10.11
28210 - Gate Attendant/Gate Tender	14.60
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.36
28510 - Recreation Aide/Health Facility Attendant	11.92
28515 - Recreation Specialist	15.92
28630 - Sports Official	13.01
28690 - Swimming Pool Operator	17.28
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.42
29020 - Hatch Tender	19.42
29030 - Line Handler	19.42
29041 - Stevedore I	16.97
29042 - Stevedore II	19.50
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.67
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.00
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	22.41
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	30.94
30090 - Environmental Technician	22.32
30210 - Laboratory Technician	20.26
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	16.96
30362 - Paralegal/Legal Assistant II	21.01

30363 - Paralegal/Legal Assistant III	25.70
30364 - Paralegal/Legal Assistant IV	31.10
30390 - Photo-Optics Technician	24.45
30461 - Technical Writer I	20.81
30462 - Technical Writer II	25.45
30463 - Technical Writer III	27.75
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 19.61
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.06
31030 - Bus Driver	12.58
31043 - Driver Courier	12.40
31260 - Parking and Lot Attendant	8.69
31290 - Shuttle Bus Driver	13.52
31310 - Taxi Driver	9.78
31361 - Truckdriver, Light	13.52
31362 - Truckdriver, Medium	14.62
31363 - Truckdriver, Heavy	16.12
31364 - Truckdriver, Tractor-Trailer	16.12
99000 - Miscellaneous Occupations	
99030 - Cashier	9.03
99050 - Desk Clerk	8.36
99095 - Embalmer	25.86
99251 - Laboratory Animal Caretaker I	9.90
99252 - Laboratory Animal Caretaker II	10.80
99310 - Mortician	25.86
99410 - Pest Controller	16.64
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.96
99711 - Recycling Specialist	18.07
99730 - Refuse Collector	13.99
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	11.85
99830 - Survey Party Chief	20.27
99831 - Surveying Aide	13.74
99832 - Surveying Technician	18.43
99840 - Vending Machine Attendant	11.52
99841 - Vending Machine Repairer	14.81
99842 - Vending Machine Repairer Helper	11.13

---

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of: (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications; (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications; (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance,

(or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

\*\* UNIFORM ALLOWANCE \*\*

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

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

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

**SECTION VIII--REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS****VIII-1 - FAR 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Federal Conviction Under any Federal Law (FEB 2016)**

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

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

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

(b) The Offeror represents that—

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

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

**VIII -2 - FAR 52.212-3 Offeror Representations and Certifications - Commercial Items (MAR 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 (p) 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.

“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.

“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 \_\_\_\_\_.

[Offeror to identify the applicable paragraphs at (c) through (p) 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**


[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.

### **VIII - 3 - FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)**

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): [www.acquisition.gov](http://www.acquisition.gov)

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

52.209-2 Prohibition on Contracting with Inverted Domestic Corporations – Representation (NOV 2015)

### **VIII - 4 - 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.

#### **VIII - 5 - 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 IX - SOLICITATION PROVISIONS****IX-1 - FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)**

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): [www.acquisition.gov](http://www.acquisition.gov)

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

52.204-7 System for Award Management (JUL 2013)

**IX-2 - 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.

### **IX-3. FAR 52.212-1 ADDENDUM TO INSTRUCTIONS TO OFFERORS**

**IX-3.1. 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:

**IX-3.1.1. Technical Proposal Format.** The suggested format for the Technical Proposal follows. Offerors may choose another format; however all items should be addressed.

(1) **Introduction, Table of Contents**

(2) **Technical Approach:**

- i. Quality Control Plan
- ii. Safety Plan
- iii. Experience of Key Personnel
- iv. Capability

(3) **Past Performance and Experience on Weed Treatment Projects**

**IX-3.1.2. 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.

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

## 2. Technical Approach:

(i.) **Quality Control Plan.** Describe in detail your inspection procedures; reflecting all aspects of invasive plant inventory, herbicide application and monitoring, as well as related subtasks. State how your inspector will perform his/her duties to assure an impartial representation of work quality. In addition, specifically address these items:

*a. Spraying.* Describe how you will monitor spraying quality while work is in progress. Describe your practice for ensuring all herbicide applications are in compliance with all State and Federal laws and regulations. Provide copies of Idaho pesticide licenses for employees that will be performing herbicide applications. Failure to provide copies of applicators license with quote may risk offerors quote being considered non-responsive.

*b. Meeting Performance Standards.* Describe your practice for assuring that the work meets performance standards. When will plot inspection occur? How will plots be distributed and how will you assure an unbiased sample? What percent of the area will be sampled with plots? What size plot will you use?

(ii.) **Safety Plan.** Describe in detail your safety procedures, reflecting all aspects of invasive plant treatment, equipment operation, herbicide handling and other required work. Provide information that specifically address these items:

*a. Equipment Operation.* Describe your practice for ensuring that equipment operation meets your safety standards. Explain how you will monitor equipment operations and provide feedback to operators to ensure a safe work environment.

*b. Herbicide Handling.* Describe your practice for ensuring that herbicide handling (mixing, loading, applying) meets your safety standards. Explain how you will monitor herbicide handling while work is in progress and how you will provide feedback to employees to ensure a safe work environment. What practices do you employ to prevent herbicide spills? Describe the contents of your spill kits, both for direct contact and for spills. How do you manage an employee's direct contact with undiluted product? How do you manage a spill? What procedures do you have in place to notify the COR and/or Inspector of spill incidents?

(v.) **Experience of Key Personnel.** Identify all Key Personnel by name, title, roles and responsibilities and state their availability. If one or more of the following categories are held by one person, indicate who and which categories they fulfill. Concisely describe the training and experience of each Key Personnel. In addition, include the following qualifiers:

*a. Project Manager.* State his/her authority to bind the Contractor. What experience and training does he or she have in invasive plant management, plant identification, herbicide application, inventory and monitoring and other related aspects of vegetation management that may be encountered in this contract?

*b. Foreman/Forewoman.* Specifically state his/her applicable work and supervision experience and training methods for new employees. Describe the onsite supervisor's invasive plant management knowledge and experience particularly as it relates to understanding and implementing herbicide application techniques. What experience and training do supervisors and employees have

in invasive plant management, plant identification, herbicide application, inventory and monitoring and other related aspects of invasive plant management that may be encountered in this contract?

*c. Inspector.* Specify his/her experience in inspecting applicable projects on Forest Service contracts. Describe the inspector's knowledge and ability particularly as it relates to understanding and implementing herbicide application techniques. What experience and training do supervisors and employees have in invasive plant management, plant identification, herbicide application, inventory and monitoring and other related aspects of vegetation management that may be encountered in this contract?

**(vi.) Capability.**

*a. Resources and Manpower.* Specify the equipment and labor mix to perform the contract. Discuss the involvement of the home office resources. Describe your alternatives to mitigate for unforeseen reductions in production, e.g.: What people are available if needed and how soon can they be in place? What are your recruitment methods for additional personnel if they are needed?

*b. Camping Plan and Worksite plan.* Provide a general Camping and Worksite Plan that demonstrate how you will keep the worksite clean and in compliance with applicable laws and regulations during camping consistent with Sections V and VI.

*c. Work Plan and Schedule.* Provide your general Work Plan including crew size, general work schedule, and production rate that will allow you to complete the work under the contract to meet required performance periods.

**3. Past Performance and Experience on Weed Inventory, Control and Monitoring Projects.**

(i.) Provide a list of all invasive plant inventory, control and/or monitoring contracts completed or begun during the past 3 years. Include the following information for each contract:

- Name of Contract
- Contract Number
- Total Contract Value
- Completion Date, or stage of completion if still in progress
- Contracting Officers Name, address and telephone
- Name of company if you subcontracted out this work, or if you acted as a subcontractor.
- Specific type of work, project location and size
- Whether the project was completed timely
- The quality of work as assessed by the COR, and if there was any work that received less than full pay or any penalties and the extent of rework conducted.

(ii.) Describe the extent to which you were expected to understand and interpret invasive plant treatments specifications in order to determine the treatment criteria.

(iii.) Provide details on the quality of work performance on contracts listed above including past performance, production, and crew organization. List and discuss all work not paid at the full bid price. Address any specific performance failures that led to price reduction and any correction made.

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

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

**IX – 4 - Written Acceptance**

Any award resulting from this solicitation will require written acceptance within 10 days of receipt by the Contractor as required by Simplified Acquisition Procedures.