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

1. REQUISITION NUMBER	PAGE 1 OF
690712	

2. CONTRACT NO.	3.AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			RFQ AG-05G1-S-14-0014	May 15, 2014

7. FOR SOLICITATION INFORMATION CALL□:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Cathy E. Van Alyne Contracting Officer	509.684.7114	June 5, 2014

9. ISSUED BY	CODE
USDA Forest Service Colville National Forest 765 South Main Colville, WA 99114 Quotes are due June 5, 2014 at 3:00 p.m.	

10. THIS ACQUISITION IS ☐ UNRESTRICTED ☒ SET ASIDE 100 % FOR

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

NAICS Code 115310 Size Standard $7 million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13A. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700	13B. RATING
☒ SEE SCHEDULE			14. METHOD OF SOLICATION ☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
Newport and Sullivan Lake Ranger Districts **Colville National Forest** **765 South Main** **Colville, WA 99114**		**See Block 9**	

17a. CONTRACTOR/ OFFERER	18a. PAYMENT WILL BE MADE BY
TELEPHONE NO. **DUNS #**_____ **FAX NO.** **TIN #**_____ E-Mail Address:_____	**USDA, OCFO, COD, APB** **P.O. Box 60075** **New Orleans, LA 70160**
☐ 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUMBIT 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
	Tree Thinning, Newport and Sullivan Lake Ranger Districts, Colville National Forest Insert your prices on page 3.				

25. ACCOUNTING AND APPROPRIATION DATA
JOB CODE

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 ☐ 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 ONE COPY 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: REFERENCE RFQ AG-05G1-S-14-0014 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
	2014 Tree Thinning Newport and Sullivan Lake Ranger Districts Colville National Forest Enter your prices on page 3. When submitting your quote, return pages 1 through 4 and pages 62 through 72. Return to the address in block 9. On your sealed envelope, please write RFQ AG-05G1-S-14-0014 due June 5, 2014. Quotations submitted are considered to be confidential. The name of the Contractor and the amount of the contract will be disclosed only after an award is made. .				

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. TELPHONE NUMBER OF AUTHORZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECTFOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
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)	
41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41 c. DATE	42b. RECEIVED AT (Location)	
		42c. DATE RECD (YY/MM/DD)	42d. TOTAL CONTAINERS

SUPPLIES OR SERVICES AND PRICES/COSTS
SCHEDULE OF ITEMS

ITEM NO.	SUPPLIES AND SERVICES DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
	Tree Thinning, Newport and Sullivan Lake Ranger Districts Colville National Forest Service Note: Unit prices shall be filled out on all sub-items. The Government may exercise the option on item D35B.				
D35A Base Item	**Newport and Sullivan Lake Ranger Districts**				
A.1	Parker 1	19	Acres	$_____	$_____
	Total for Base Item D35A	**19**	Acre		$_____
D35B Option Items	**Option Item: Tree Thinning Newport and Sullivan Lake Ranger Districts Colville National Forest**				
B.1	Snowshoe 2	31	Acres	$_____	$_____
B.2	Snowshoe 5	14	Acres	$_____	$_____
	Total for Option Item D35B	**45**	Acres		$_____
	Total Quote Item D35A + D35B	64	Acres		$_____

FAR 52.217-7 Options for Increased Quantity – Separately Price Line Item (MAR 1989)
Applies to Items D35B.

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within **September 15, 2014**. Delivery of added items shall be at the rate provided by the Contractor's quote.

****Option Item Note for Item D35B**

Funding is currently available for all base items and option items. However, if quotes come in higher than the Government estimate, funding may not be available for all items.

Quoters must submit a unit price for **ALL** units on the Option Item D35B. The unit prices will be used in exercising any of the option items.

The Government may exercise the option item for additional acres of services in accordance with prices. **The quantity** of the Option Item may be **1 acre up to 45 acres** and will depend on funding and unit availability.

The Government may also substitute acres of tree thinning services in accordance with unit prices.

NEW --- Invoice Processing Platform

The "Submit Invoice-to" address for USDA orders is the Department of Treasury's Invoice Processing Platform (IPP). The contractor must follow the instructions on how to register and submit invoices via IPP as prescribed in the previous communications from USDA and Treasury. All invoices are to be submitted via the electronic Invoice Processing Platform. This is a mandatory requirement initiated by the U.S. Department of Treasury and you can find more information at this website https://www.ipp.gov/index.htm. Please make sure that your company has registered at https://www.ipp.gov/vendors/enrollment-vendors.htm to establish your account.

Camping Permit

A camping permit to occupy the jobsite by contractor personnel will **NOT** be issued under this contract.

Price Range

The Government's estimate is: between $0 and $25,000.

System of Award Management Requirement

No award will be made to a Contractor not registered in the System of Award Management (SAM). In addition, the Contractor's Representations and Certification must be listed in the SAM database. Reference https://www.acquisition.gov or https://www.sam.gov/portal/public/SAM/.

Note: There is **no** fee to register and use this site.

During the contract, the Contractor must always have an active status in SAM during the life of this contract. Invoices will be paid using the financial information provided in the Contractor's SAM profile. Failure to keep an active status may result in payment delays and other administration delays.

Technical Proposal

The Contractor's technical proposal will become part of this contract.

CONTRACT CLAUSES

Block 27 of SF1449: The full text of a clause or provision may be accessed electronically at www.arnet.gov/far.

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (SEP 2013)

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

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

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

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

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

(d) ***Disputes***. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). 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, liquidations 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 Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), 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-moth 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 of amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer with 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.

(iv) 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 of 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 mad 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. 3701, *et seq*., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 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 loss of liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the follow 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 form 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.

Addendum To FAR 52.212-4

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

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

www.arnet.gov/far/
www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.204-7	System for Award Management (JUL 2013)
52.204-13	System for Award Management Maintenance (JUL 2013)
52.211-18	Variation in Estimated Quantity (APR 1984)
52.223-2	Affirmative Procurement of Biobased Products under Service and Construction Contracts (SEPT 2013)
52.223-3	Hazardous Material Identification and Material Safety Data (JAN 1997) Alternate I (JUL 1995)
52.223-6	Drug-Free Workplace (MAY 2001) *(Applicable if contract is awarded to an individual)*
52.232-11	Extras (APR 1984)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment and Vegetation (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-13	Accident Prevention (NOV 1991) Alternate I (NOV 1991)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
52.242-14	Suspension of Work Order (APR 1984)
52.244-6	Subcontracts for Commercial Items (DEC 2013)
52.245-1	Government Property (APR 2012)
52.245-9	Use and Charges (APR 2012)
52.253-1	Computer Generated Forms (JAN 1991)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

452.237-70	Loss, Damage, Destruction or Repair (FEB 1988)
452.236-72	Use of Premises (NOV 1996)
452.236-73	Archaeological or Historic Sites (FEB 1988)
452.236-74	Control of Erosion, Sedimentation, and Pollution (NOV 1996)
452.236-77	Emergency Response (NOV 1996)

FOREST SERVICE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

4G52.222-705 Camping Provisions for Labor Intensive Contracts (FEB 2007)

AGAR 452.209-71 Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (Feb 2012) Alternate 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.

FAR 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEPT 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.

Period of Contract

Contract time will start on the effective date of the Notice to Proceed. Work shall begin no later than five (5) calendar days after the effective date of the Notice to Proceed. The Contractor shall maintain progress at a rate which will assure completion within the contract time indicated below. The suggested rate of progress was calculated by dividing the total units of work for each Bid Item by the normal number of work days (5 day week) during the normal operating season.

ITEM NO.	ACRES	ESTIMATED START WORK DATE	CONTRACT TIME (Calendar Days)	Minimum Rate of Progress
D35A	19	June 23, 2014	5	4 acres per day
D35B	45	July 1, 2014	12	4 acres per day

Note: The rate of progress will be determined from the Contractor's proposed progress schedule which shall reflect total contract time. The proposed progress schedule shall be submitted at the time of the post award meeting.

The Government reserves the right to prescribe the sequence in which the units will be thinned.

Contract time, whether stated in terms of calendar days or a completion date, has made allowance for inclement weather, fire closure and seasonal shutdowns. Contract time will run concurrently, if more than one item is awarded to a Contractor, from issuance of the Notice to Proceed without suspension during periods when no work is performed. Contractor's progress will be measured against Contractor's approved progress schedule.

FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:
It Is Not A Wage Determination.

Employee Class	Basic Rate Per Hour	% of Pay for H & I	Paid Holidays	Paid Vacation	% of Pay for Retirement
GS-5 General Forestry Laborer	$13.28 Hr.	1/	2/	3/	4/
GS-7 Forestry	$16.44 Hr	1/	2/	3/	4

Technician

1/ 5.1% of basic hourly rate.

2/ Ten paid holidays per year: New Year's Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

3/ 13 days paid vacation for each year of service up to three years, 20 days after three years, 26 days after 15 years.

4/ 7% of basic hourly rate

Superintendence

One supervisor, conversant in the English language, shall be designated in writing by the Contractor for each crew. The written designation shall indicate the limits of the supervisor's authority. When two or more people are designated as supervisor, their written delegation shall indicate the priority of their designations so no more than one person shall be in charge of a crew at any one time.

Work shall be performed in an organized systematic manner. Crewmembers shall not be scattered within or between units as necessitated by on-the-ground conditions and only when authorized by the Contracting Officer.

Schedules for Service Contracts

Contractor shall, at the pre-work meeting or within 5 days from receipt of any subsequent request from the Contracting Officer, submit a time chart or schedule of proposed progress to insure completion of the work within the time set forth in the contract. If Contractor's progress falls behind that scheduled, the Contractor shall take such action as necessary to improve his progress; in addition, the Contracting Officer may require Contractor to submit a revised schedule and proposed plan of work to ensure completion of the work within the time(s) set forth in the contract.

Notice to Proceed

A Notice to Proceed will be issued in writing by the Contracting Officer or Contracting Officer's Representative (COR). No work shall begin until receipt of this notice. Contract time shall commence on the day indicated on the Notice to Proceed.

Required Submittals

The following is a general summary of the required submittals. Other submittals may be required as specified elsewhere in this contract.

Submittal Title	Submittal Date
WA State L&I Farm Labor License	At the Prework or sooner and aytime during performance
Dept of Labor MSPA Certificate	At the Prework or sooner and anytime during performance
Schedule of Work	Two days (or sooner) after the post award

	conference and before starting work
Safety Plan (including safety training)	With Quote
List of all Personal Protective Equipment	With Quote
Quality Control Plan	With Quote
Notification of Subcontracting and their WA State L&I Farm Labor License and USDOL MSPA Certificate	Prior to Subcontractor Starting Work
Housing Plan (if applicable)	At the Prework and before Starting Work
Fire Plan	At the Prework and before starting Work
Biobased or BioPreferred Products and dollar value	At the Prework or two days after the prework and before starting work.
Release of Claims Form	Prior to Final Payment

Contractor's Quality Control Plan and Government Verification and Quality Assurance Surveillance Plan

Reference Attachment B.

AGAR 452.215-73 Post Award Conference (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled after the date of contract award. The conference will be held at Colville, Neport or Metaline Falls, Washington.

Note about Post Award Conference

During the Post Award Conference, the Contractor shall meet with the Government to discuss contract terms and work performance requirements, Work Progress Schedule, and Fire Prevention and Suppression plans

Contractor **designated representative or foreman** and the **Contractor's inspector** (whomever the Contractor will have on the site) **must** be present at the post award conference.

If the Contractor's designated representative or foreman does not attend the scheduled post award meeting, the Government will reschedule the meeting and will not issue the Notice to Proceed until the foreman is present at the meeting. The meeting must be rescheduled within 3 days. If the Contractor is unable to meet the reschedule date, the contract may be terminated for cause.

Designation of Contracting Officer's Representative (COR)

A. The Contracting Officer will designate an individual as Contracting Officer's Representative (COR) at time of award.

B. The COR is responsible for administering the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by a proper contractual documents executed by the Contracting Officer prior to completion of the contract.

C. The Contracting Officer should be informed as soon as possible of any actions or inactions by the Contractor or the Government which will change the required delivery or completion times stated in the contract, and the contract will be modified accordingly. (This does not apply to individual assignments which

were issued by the COR provided they do not affect the delivery schedule or performance period stated in the contract.)

D. On all matters that pertain to the contract terms the Contractor must communicate with the Contracting Officer. Whenever, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor should so advise the COR. If the COR persists and there still exists a disagreement as to proper contractual coverage, the Contracting Officer should be notified immediately, preferably in writing if time permits. Proceeding with work without proper contractual coverage could result in nonpayment or necessitate submittal of a contract claim.

Notification of Subcontracting

The Contractor shall promptly notify the Contracting Officer upon entering into any subcontract arrangement. The subcontractor shall have the experience and be equipped for such work. The written notification shall include as a minimum:

A. The name, address and telephone number of the subcontractor.

B. The date upon which the subcontract was entered into and its duration.

C. A detailed description of the work being subcontracted including a listing of contract items, units, etc., as appropriate.

D. Documentation of the subcontractor's representative authority.

E. Subcontractor must have a Washington State L&I Farm Labor Contractor License and a US DOL Farm Contractor Certification of Registration.

Subcontracting any portion of the contract shall not relieve the Prime Contractor of any responsibility under this contract. Any subcontract agreement shall contain all terms and conditions of the prime contract.

Federal Farm/Labor Contractor Certificate of Registration and State Farm/Forest Labor License

A. The Migrant/Seasonal Agricultural Workers Protection Act requires Contractors to obtain a Farm Labor Contractor Certificate of Registration number. For further information, contact the U.S. Department of Labor in San Francisco, California.

B. Farm Labor Contractor's Laws require farm/forest labor Contractors to register with and be licensed by the State.

C. The Contractor shall show proof of having a valid Washington State Farm/Forest Labor License and a Farm Labor Contractor Certificate of Registration number in accordance with FAR 52.236-7, Permits and Responsibilities, prior to the Contracting Officer's issuance of a "Notice to Proceed" with the work. Failure to provide a legitimate license or registration number within 10 days of award is grounds for termination of the contract.

Termination for Default, Damages for Delay

Employment of undocumented workers is conducive to creating situations that cause undue and unwarranted disruptions to contract work. To avoid these situations, it is hereby mutually agreed in the event the Contracting

Officer receives written notice form the U.S. Immigration and Naturalization Service of two (2) separate instances where undocumented workers were employed on work under this Contract, action will be taken to place the Contractor in default.

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

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

The Contractor is required to (1) have all employees complete and sign the I-9 Form to certify that they are eligible for employment; (2) examine documents presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the form, and complete the certification portion of the form; (4) retain the form for three years, or one year past the end of employment of the individual, whichever is longer.

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

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

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

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

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

(b) *Definitions.*

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

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

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

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

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

(2) Wage and Payroll Standards

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

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

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

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

(3) Motor Vehicle Safety

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

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

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

(4) Housing

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

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

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

Supplement to 4G52.222-702 (d) (4) - Housing:

(iii) If the Contractor is not furnishing worker housing:

Workers on this contract may obtain housing only in a residential accommodation, including a commercial establishment such as a hotel or motel, which meets all applicable state and federal standards for employee housing.

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

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

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

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

If the housing site is changed after approval by the Contracting Officer, the Contractor must provide a new Permit or exemption statement. The above requirements are material conditions of this contract. If the Contractor fails to comply, the Government may terminate the contract. In addition, other remedies or penalties prescribed by law may apply

Field Sanitation

In accordance with US Department of Labor Fact Sheet No. ESA 97-28 "Field Sanitation Standards" (Ref.

29CFR 1928.110), employers must provide:

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

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

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

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

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

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

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

FSAR4G52.222-704 Personal Protective Equipment (FEB 2007)

The Contractor shall train workers in the safe operation and use of equipment that the worker may use before the worker begins using such equipment.

Personal protective equipment, including personal protective equipment for eyes, face, head, and extremities shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards or processes encountered which may cause injury or impairment in the function of any part of the body. Defective or damaged personal protective equipment shall not be used.

The Contractor shall provide chain saw chaps to each employee who operates a chain saw, at no cost to the employee. These chaps must be approved by an Underwriters Laboratory or meet Forest Service specification 6170-47. The chaps shall cover the full length of the thigh and shall extend to the top of the boot on each leg.

The Contractor shall assure that each employee wears foot protection that provides adequate traction and ankle support. Employees operating chain saws shall wear foot protection that is constructed with cut-resistant material which will protect the employee against contact with a running chain saw.

In any area where the worker is exposed to the potential for flying or falling objects, the Contractor shall provide a hard hat, at no cost to the employee, and the Contractor shall assure that the employee wears the hard hat. The hard hat must meet the minimum requirements of American National Standards Institute (ANSI) standard Z89.1-1997.

The Contractor shall provide, at no cost to the employee, eye protection where there is potential for eye injury due to flying objects. This eye protection must meet the minimum requirements of ANSI standard Z87.1-2003.

The Contractor shall provide, at no cost to the employee, hearing protection where there is a potential for hearing loss due to high intensity noise for example, chain saw operation.

Safety Plan

Prior to allowing any work to commence on the project, the Contractor shall submit a Safety Plan to the Contracting Officer that is in accordance with OSHA Regulations. Such safety plan shall include all tasks and related activities anticipated to successfully complete the work. The safety plan shall include the Personal Protective Equipment (PPE) that the Contractor provides for his/her employees at no cost to them. It shall include how often the PPE is inspected to insure that it is not defective or damaged. It shall include steps the Contractor takes to insure that his/her workers are using the PPE on the worksite and what steps the Contractor uses if an employee is found to be working without the required PPE. The Contractor shall include any safety training he/she provides to his/her employees.

Safety Items

(a) Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor. This list shall not be deemed to be all inclusive. The Contractor shall bear the sole responsibility for taking all appropriate actions necessary to prevent accidents and injuries to individuals at the work site.

(b) The following checked activities have been identified by the Government as potential safety hazards.

[X] Confined Entry Space.
[] Temporary excavation/deep trenching/slope stability.
[X] Tree Felling.
[X] Fall hazard from work heights exceeding six feet.
[] Blasting.
[X] Traffic control on high-volume and/or high-speed and/or limited visibility roads.
[] Heavy equipment operation.
[] Tree climbing and/or tower climbing.
[X] Fire hazards.
[] Hazard materials handling.
[] Electrical hazard.
[] Hydraulic and/or pneumatic and/or other high pressure hazards.
[] Mechanical hazards such as pulleys, springs, etc.
[X] Power tool operation including eye protection.
[X] Overhead hazards.

Warning Signs and Restrictions

Contractor shall be totally responsible for safety signing, barricades and other signing to maintain a safe site to the public and Government employees.

Work Completed After the Performance Period

Whenever the Contractor fails to complete work within the performance period, and is allowed to work beyond that period, the Contractor will be assessed the actual damages. Items to be included in the actual damage includes but is not limited to: wages of Contracting Officer's representative and Government inspector(s) for quality assurance after the performance period which includes time and travel time, cost of vehicles, meals and lodging that are incurred while administering the contract after the performance period.

Use of Premises

A. The Contractor shall comply with the regulations governing the operation of premises which are occupied and shall perform this contract in such a manner as not to interrupt or interfere with the conduct of Government business.

B. Before any camp, quarry, borrow pit, storage, detour, or bypass site, other than shown on the drawings, is opened or operated on Forest Service land or lands administered by the Forest Service, the Contractor shall obtain written permission from the appropriate Ranger District. A camp is interpreted to include a campsite or trailer parking area of any employee working on the project for the Contractor. If permission is granted, a work order will specify all conditions and requirements. Sanitation facilities shall be provided for all employees of the Contractor and members of the campsite.

C. It is further stipulated that in addition to clean-up of any campsites, the Contractor shall remove his equipment from National Forest Service land before final acceptance and payment of the contract.

D. The Contractor shall provide and maintain sanitary facilities. There shall be a minimum of one toilet for each ten employees. Solid waste shall be dispose of in accordance with applicable Federal, State and local regulations.

Contractor's Representative

The Government may, at its option, suspend work with full count of contract time continuing, if the Contractor fails to provide a Contractor's Representative (1) conversant in the English language and (2) able to read and understand the contract.

Washing of Equipment

Pollutants such as fuels, lubricants, bitumen, raw sewage, and other harmful materials shall not be discharged on the ground; into or nearby rivers, streams, or impoundments; or into natural or man-made channels. Wash water or waste from concrete or aggregate operations shall not be allowed to enter live streams prior to treatment by filtration, settling or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.

The Contractor shall wash all equipment except for hauling vehicles prior to entering National Forest Land. Remove all soil which could contain noxious weed seed. Remove grease and oil from drive mechanisms which

would be discharged into the stream when equipment is operating. Prior to transporting equipment to the site, assure that the equipment's hydraulic, lubrication, and fuel systems are free from leaks.

Grizzly Bear Habitat

A. Portions of this project may be included within Grizzly Bear Management Units. The grizzly bear is classified as threatened under the Endangered Species Act. Human/bear conflicts have been, and continue to be, a major factor preventing recovery of grizzly bear population. Therefore, activities authorized by this contract must be conducted in a manner which will prevent, or minimize, the opportunity for conflicts with the grizzly bear.

B. Measures to prevent conflicts between grizzly bear and people include:

1. When working in areas where access is restricted by a gate, the Contractor must provide a lock, assure the gate is locked at all times, and be behind the gate only when performing contract work.

2. Should a grizzly bear (a threatened species) or woodland caribou (an endangered species) be sighted Contactor shall report the sighting to the Contracting Officer at the earliest opportunity. Should an encounter with a threatened or endangered species involve physical risk to either the animal or contract workers, work may be temporarily suspended.

3. Working and camping in Grizzly Bear Habitat will be subject to the following condition:

a. Request to camp near the work site or on the District must be made in writing before starting work.

b. The Government will designate the campsite.

c. Food items (human or animal foods) must be kept in sealed, bear-proof containers, or otherwise made unavailable to bears.

d. Human sleeping areas must be separated from all food items, cooking areas, garbage or refuse by a distance of not less than 100 feet. (Rigid-sided sleeping areas, such as campers and camper trailers, are exempt.)

e. All garbage and refuse not placed in bear-proof containers must be disposed of daily by complete burning. Solid items not consumed by burning must be removed from the area to an approved disposal site at least once each week.

f. No camp shall be left unattended overnight.

g. When on the work site or camp site, animals owned by the Contractor or employees shall be kept within direct control at all times.

h. When on the work site or campsite, no firearms shall be discharged, except in situation necessary for protection of life or property.

End of Addendum to 52.212-4

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (JAN 2014)

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

__ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(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) (Pub L. 108-77, 108-78).

(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 must 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. 253g and 10 U.S.C. 2402).

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

__ (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 (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) 52.204-11, American Recovery and Reinvestment Act – Reporting Requirements (JUL 2010) (Pub. L. 111-5).

__ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (PUB. L. 111-117, section 743 or Div. C)

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

_X_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment (AUG 2013) (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).

_X_ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012)

(section 738 of Division C of Pub. L. 112-74, section 743 of Division D. of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

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

__ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.`S.C. 657a).

__ (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 (JUN 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 (JUL 2013) (15 U.S.C. 637 (d)(2) and (3)).

__ (17) (i) 52.219-9, Small Business Subcontracting Plan (JUL 2013) (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.

__ (iii) Alternate III (JUL 2010) of 52.219-9.

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

_X__ (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)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

__ (ii) Alternate I (JUNE 2003) of 52.219-23.

__ (22) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (23) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (24) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657 f).

_X_ (25) 52.219-28 Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).

__ (26) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) (15 U.S.C. 637(m)).

__ (27) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013) (15 U.S.C. 637(m))

__ (28) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

__ (29) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).

_X_ (30) 52.222-21, Prohibition of Segregated Facilities (FEB 1999)

_X_ (31) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246)

___ (32) 52.222-35, Equal Opportunity for Veterans (SEPT 2010) (38 U.S.C. 4212).

_X_ (33) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793)

___ (34) 52.222-37, Employment Reports on Veterans (SEPT 2010) (38 U.S.C. 4212).

___ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

___ (36) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (37)(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.)

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

__ (39)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

__ (ii) Alternate I (DEC 2007) of 52.223-16.

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

__ (41) 52.225-1, Buy American Act - Supplies (FEB 2009) (41 U.S.C. 10a - 10d).

__ (42)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (NOV 2012) (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, Pub. L. 108-77, 108-78, 108-286, 1108-302,109-53, 109-169, 109-283, 110-138, 112-41 and 112-42).

__ (ii) Alternate I (MAR 2012) of 52.225-3.

__ (iii) Alternate II (MAR 2012) of 52.225-3.

__ (iii) Alternate III (NOV 2012) 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).

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

__ (45) 52.225-26, Contractors Performance 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. 255(f), 10 U.S.C. 2307(f)).

__ (49) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 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 (JUL 2013) (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. 1241(b) and 10 U.S.C. 2631).

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

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement

provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

__ (6) 52.222-53, Exemption from Application of Service Contract Act to Contracts for Certain Services Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

__ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.). 13495.).

__ (8) 52.226-6, Promoting Excess Food Donations to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

__ (9) 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 paragraphs (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 (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (JUL 2013) (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 $650,000 ($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 (JAN 2013) (E.O> 13495). Flow down required in accordance with paragraph (l) of FAR clauses 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246);

(v) 52.222-35, Equal Opportunity for Veterans (SEPT 2010) (38 U.S.C. 4212);

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793);

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007), (41 U.S.C. 351, et seq.).

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

____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U.S.C. 351, *et. seq.*).

(xi) 52.222-53, Exemption from Application of Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiii) 52.222-26, 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).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 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.

CONTRACT EXHIBITS AND ATTACHMENTS

List of Attached Documents, Exhibits and Other Attachments

The following attachments are made a part of this solicitation and any resultant contract.

Title	Pages
1. Attachment A - Performance Based Statement of Work	32-47
2. Exhibit A – Plot Requirements	1
3. Attachment B – Contractor's Quality Control Plan and Government Verification and Quality Assurance Plan	48-51
4. Detailed Unit Information Sheets (or Performance Work Sheets)	4
5. Vicinity Map	1
6. Project Area Boundary Maps	2
7. Fire Protection and Suppression (Eastside) Form R6-FS-6300-52 (5/97)	6
8. Examples of Bio-Preferred Program Product Categories	1
9. Wage Determination Number 1977-0209 (Rev 46) (08/22/2013)	3

CONTRACT DOCUMENTS
Attachment A

PERFORMANCE BASED STATEMENT OF WORK

AGAR 452.211-4 Attachments to Statement of Work/Specifications (FEB 1988)

The attachments to this Statement of Work/Specifications listed in the Contract Exhibits and Attachment Section are hereby made part of this solicitation and any resultant contract.

Scope of Contract

The Newport and Sullivan Lake Ranger Districts on the Colville National Forest have a requirement for plantation tree thinning and thinning from below in timber stands, with possible bucking and lopping.

The objective of this contract is to secure a complete set of services to accomplish stand treatments to increase forest health and vigor. The objectives will be achieved by thinning small trees and related work on the Newport and Sullivan Lake Ranger Districts, Colville National Forest. The thinning will be accomplished by cutting less desirable trees and retaining those that exhibit good growth characteristics such as vigorous growth, no signs of disease, and good position in the canopy and no damage from harvest activities. The technical specifications contained in the performance standards were developed based on site-specific stand conditions.

Each of the units in this contract may have *Stand Density Experiment Plots* located within them. The Forest Service will install three square study plots at each site. One plot will be an unthinned control, a second plot thinned to 14' x 14' spacing and the third thinned to a 18' x 18' spacing. Each plot will consist of an interior plot (66'x66') surrounded by a 80' buffer for plot dimensions of 224'x224'(~1.15 acres per plot). Each plot will be flagged around. No work shall be performed in the control. The density plots will be leave tree marked prior to thinning. The thinners shall not enter the control or cut any leave tree marked trees. The remainder of the unit shall be thinned to standard contract spacing specifications. Unit acreage shall be adjusted for the control plot where no work is to be performed. Reference Exhibit A.

The Contractor shall, considering the given objective, develop a plan of operation to accomplish these objectives and organize and direct all the equipment and personnel needed to fully accomplish the work. The Contractor shall furnish all technical expertise, labor, equipment, supervision, transportation, operating supplies and incidentals except those items, if any, listed as Government-Furnished property.

The Contractor is also required to develop a Quality Control Plan.

The quoter is advised to visit the work sites to determine average cut trees per acre prior to submitting a quote. Determination of the range of trees to be cut per acre is the responsibility of the Contractor. The quoter is responsible for determining the amount of work.

The areas are located near the U.S. and Canadian border are under close observation by the U.S. Border Patrol and any activity in these areas may cause further investigation by the Border Patrol. When any areas are within 3 miles of the Border that the Contractor wishes to visit, the Contractor is encouraged to stop at the U.S. Border Patrol office located in Metaline, Washington and notify the Border Patrol that you intend to be in the area before making visits to work items.

Location and Description

1. The location of the worksite(s), access to the area(s), size of each sub-item, and other information pertinent to this Contract are contained on the Performance Requirement Sheets and/or vicinity and project maps, which shall be considered as part of the technical specifications terms, and which are located in Section J of this contract.

2. Boundaries – All boundaries are marked with orange and black stripe flagging or timber sale boundary tags and orange paint.

3. Accessibility

a. The project areas may be reached by forest roads that are accessible by 4 wheel drive, standard pickup (with snow tires and chains, if needed) during the normal operating season (June 1 through October 31) unless otherwise noted in the Performance Requirement sheets. The Forest Service assumes no obligation to plow or to do special maintenance to keep roads open.

b. No vehicle will be permitted to operate off system roads without the approval of the Contracting Officer (CO).

c. No vehicle shall by-pass any officially blocked road (barriers, locked gates, posted signs, rock/log/dirt, etc.) without the approval of the Contracting Officer.

d. Use of motorized equipment other than hand held equipment such as power saws and brush cutters will not be permitted off designated roads in the project area without approval of the Contracting Officer or as hereinafter provided.

e. A camping permit to occupy the jobsite by Contractor personnel will **NOT** be issued under this contract.

Salvageable Material

Salvage material is not made available to Contractor under this contract.

C.4 Definitions

Administrative Terms

Acceptable Service. A job performed to the standard **and** within the acceptable quality level. The Contractor must do the specific job, and meet the standard, and meet the acceptable quality level before one can say that performance is acceptable for payment.

Acceptable Quality Level (AQL). The maximum allowable deviation from perfect performance that may occur before the Government will invoke payment deduction. An AQL does not allow a Contractor knowingly to offer defective service, but limits reduced payment to circumstances in which defective performance results in a measurable reduction in the value of services rendered.

Best Value. One criterion used for selecting a service contractor for award, based on comparison of the service price offered, with the quality of service offered.

Biobased. Products determined by the U.S. Department of Agriculture to be commercial or industrial product (other than food, fuel or feed) composed, in whole or in significant part, of biological products, including renewable domestic agricultural material (including plant, animal and marine materials) or forestry materials.

Biodegradable. Products that are non-toxic, non-petroleum, and have low VOC levels. Typically originating from plant or animal sources, which may be broken down by other living organisms.

BioPreferred. Biobased items the USDA has designated as "preferred" for purchase. It meets or exceeds USDA – established minimum biobased content requirements.

Calendar Days. Every day shown on the calendar, Saturdays, Sundays, and holidays included.

Change Order – An order issued to the Contractor by the Contracting Officer, pursuant to the "Changes" clause included in Section I of this contract, requiring work to be performed within the general scope of the contract.

Contract Item – A pay item designated on the bid schedule and described by a specification.

Contracting Officer (CO). A Government employee with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

Contracting Officer's Representative (COR). A Government person appointed by the Contracting Officer (CO) to help the CO with the contract administration and surveillance. The duties and responsibilities of a COR are defined in the letter of designation by the CO.

Crew Foreman – The individual responsible for ensuring the contract specifications are met on the ground and that the proper inspection plots have been taken.

Defective Service. A block of service that contains one or more defects, or nonconformance with specified requirements.

Federal Acquisition Regulations (FAR). The Federal Regulations that govern Forest Service acquisitions of property and services, also supplemented by the FSAR (Forest Service Acquisition Regulations).

Forest Supervisor – The person responsible for administration of a National Forest, including his authorized representative.

General Provisions – Those provisions of an administrative nature applicable to the contract.

Government Inspector. A Government person appointed by the CO to help the COR with the contract administration and surveillance. The duties and responsibilities of a Government Inspector are defined in the letter of designation by the CO. The Inspector's authorities are strictly limited, not to exceed the authority to issue a Contractor a Notice of Non-compliance.

Government. Title used to represent the United States Federal Government and its designated employees acting within their delegated contract authority. Throughout this contract the titles United States, USDA-Forest Service, Forest Service, and USFS may be used interchangeably as synonymous with Government.

"Green" purchasing: Green Purchasing is the method wherein environmental and social considerations are taken with equal weight to the price, availability and performance criteria that are used to make purchasing decisions. Green Purchasing is also known as "environmentally preferred purchasing (EPP), green procurement, affirmative procurement, eco-procurement, and environmentally responsible purchasing" particularly within the US Federal government agencies. Green Purchasing minimizes negative environmental and social effects through the use of environmentally friendly products. Green purchasing attempts to identify and reduce environmental impact and to maximize resource efficiency. Examples include: Recycled content products, also known as Comprehensive Procurement Guideline (CPG) Items; Energy Star. And energy-efficient products; standby power devices; Alternative fuel vehicles/alternative fuels; Biobased products; Non-ozone depleting substances, as well as Environmentally preferable products (EPP), etc

Indefinite – Delivery Contract – A type of contract in which the delivery is unspecified in the original contract but established by the Contracting Officer during performance.

Indefinite Quantity Contract – A contract providing for an indefinite quantity, within stated maximum or minimum limits of specific supplies or services to be furnished during a fixed period with deliveries to be scheduled by placing orders with the contractor.

Labor Standards Provisions – Those statutory and regulatory requirements pertaining to the Contractor's employees and employment practices.

Performance Based Service Contract (PBSC). A service contract that (1) Describes requirements in terms of results required rather than the methods of performance of the work; (2) Use measurable performance standards (i.e., terms of quality, timeliness, quantity, etc.) and quality assurance surveillance 0plans; (3) Specifies procedures for reductions of fee or for reductions to the price of a fixed-price contract when services are not performed or do not meet contract requirements; (4) May include performance incentives where appropriate.

Performance Requirements Summary (PRS). Identifies the key service outputs of the contract that will be evaluated by the Government to assure contract performance standards are met by the Contractor.

Period of Performance (also Performance Period or Contract Time). The number of calendar days allowed in this contract for completion of the contract work. Once begun on the official start date, the period of performance will be counted in consecutive calendar days, including Sundays and holidays. This time may be suspended by Government issuance of one or more written Suspend Work Order/s.

Quality Assurance. Those actions taken by the Government to assure services meet the requirements of the Performance Work Statement (PWS). Government inspection for quality assurance does not substitute for the Contractor's quality control.

Quality Assurance Surveillance Plan (QASP). An organized written document used for quality assurance surveillance. The document contains specific methods the Government will use to perform surveillance of the contractor.

Quality Control. Those actions taken by a Contractor to control the performance of services so that they meet the requirements of the PWS. The methods for inspecting for quality control are described in the Contractor's Quality Control Plan (QCP).

Random Sampling. A sampling method in which each service output in a unit has an equal chance of being selected. A method of inspecting a few individual items in a lot to determine the quality of that lot against the standard.

Specifications – That portion of the contract comprising a description of the general and technical requirements for materials, products or services to be furnished under the contract.

Standard. An acknowledged measure of comparison.

Task Order – An order for services issued under a Task Order contract.

Work Order – An order written by the COR, which directs the Contractor to correct deficient performance. It may also be used to document satisfactory completion of units and give permission for the Contractor to begin work on additional work units.

Technical Terms

Average Spacing - The average distance between all leave trees necessary to provide the desired number of leave trees per acre.

Bucking - Cutting thinning slash left in place into lengths as indicated by technical specifications and project map(s).

Chipping - Pulling thinning slash by hand methods to road edge from areas adjacent and parallel to road, mechanically chipping and blowing chips back into thinned units as indicated by technical specifications and project map(s).

Conifers - Douglas-fir, ponderosa pine, lodgepole pine, western larch, Engelmann spruce, subalpine fir, western red cedar, western hemlock, white pine and grand fir.

Crooked Trees - Trees with a sharp crook on the main bole which is less than 13 feet from the ground and offset more than three inches from the longitudinal axis.

Cultured Superior Tree - Tree that has had the vegetation and trees cut and cleared in a circular area surrounding the Superior Tree.

Damage - Includes any defect or deformity of a tree resulting from agents such as wind, snow, animals, insects, disease, and equipment, and evidenced by such things as dead or broken tops or trunks, crooks, deep scars, abnormal swelling of the bole, or conks.

Deficient Trees - Those trees cut which should have been left to maintain average spacing requirements; or trees not selected according to the technical specifications requirements; or trees that are excessively damaged by the thinning operation.

DBH (Diameter Breast Height) - Diameter of the trunk measured at a point 4-1/2 feet above the ground level on the uphill side of the tree.

Diseased Trees include but are not limited to the following:

A) Mistletoe-infected trees.
B) Trees with one or more visible infections on the live crown or stem unless needed to meet spacing requirements.
C) Trees with off-color foliage.
D) Trees infected with root rot.

E) Trees otherwise exhibiting a generally unhealthy appearance.

Excess Tree - A tree left uncut by the Contractor that is designated within technical specifications to be cut and any cull tree not cut or girdled or any tree unsatisfactory pruned, as required in the technical specifications.

Forked Tree - Tree with one or more forks in the live crown.

Fuel Break - An area within a thinned unit where thinning slash is removed or treated to reduce spread of fire to adjacent areas.

Girdling - A cut through the bark and cambium tissue completely encircling the tree trunk for the purpose of killing the tree.

Hangup Tree - Any cut tree suspended more than three feet off the ground.

Hardwoods - aspen, birch, and cottonwood.

Healthy Tree – A tree of good form and vigor which shows no physical damage or suppression, extends vertical from the ground and has a minimum of 30 percent live crown.

Horizontal Plane - Acreage measured as though the terrain were level, with no adjustment for changes in slope.

Incidental Work - Any work required as a result of thinning, such as but not limited to bucking, pullback, scattering, girdling, fence repairs, etc.

Leave Strip - An area within a thinned unit in which no cutting shall be done to create a fuels break and/or wildlife screen.

Leave Tree - Any tree that is selected or required to be left standing as provided in the specifications.

Live Stream Channel - Stream channel with water in it, or a channel which shows evidence of washing.

Lopping and/or Scattering - Cutting limbs from trunks of cut trees, bucking, and moving and rearranging of slash concentrations to reduce the fuel bed height as specified.

Manual Release - The cutting of vegetation within a specified radius around a suppressed leave tree.

Minor Damage - Crooks in the trunk which are offset less than three inches from the long axis and within 13 feet of the ground, no forks, broken or scarred top or bark damage extending more than 1/4 the circumference of the tree.

Piling - Gathering and stacking of thinning slash by hand methods into piles.

Pruning - The severing of all live and dead limbs from the bole of a tree to the specified pruning.

Pull Back - Pulling thinning slash by hand methods back into thinned unit and dispersed as indicated by technical specifications and project maps.

Road Prism - The area between the outside edges of the fill slope and the cut slope.

Slash - Any vegetation that was cut by the Contractor.

Slashing - Cutting all undesirable designated trees. Generally trees < 5" DBH and damaged.

Spacing - The horizontal distance from the trunk of one leave tree to the trunk of the next nearest leave tree [measured from the middle (not the outside) of the base of each tree].

Thinning - The cutting of trees in excess of those to be left for management.

Whip Felling – (See Slashing)

Government Furnished Property And Services

The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with the provisions of the "Government Property" FAR clause contained elsewhere in the contract.

Item	Description	Where, When, How
Project Maps	Maps of thinning areas with access roads	Provided in Attachments
Access Roads	Access roads are accessible by 4 wheel drive vehicle. The Contractor is responsible for cleaning down trees from access roads.	.
Access behind locked gates	Some areas are behind Forest road closures (locked gates). The Government will provide access through locked gates unless walk-ins are required.	During period unit is being treated. Keys will be provided within 24 hour notice.
Thinning/Plot Inspection Form	Form necessary to inspect the contract.	Provided at Post Award meeting.

Contractor Furnished Critical Items and Services

A. The Contractor shall furnish everything required to perform this Performance Work Statement. The Contractor shall furnish all labor, equipment, supervision, transportation, supplies and incidentals except those specifically listed as Government-furnished property. Examples of supplies include the following, but are not limited to:

1. Chainsaws
2. Biodegradable flagging
3. Indelible ink markers for writing on biodegradable flagging

4. Azimuth Compass
5. Logger's tape.
6. Pruning Shear or Loppers

B. The Contractor shall provide tools, transportation and sufficient workforce to complete the contract in the specified time. The Contractor shall also have, at all times of contract performance, a properly designated representative that understands and speaks fluent English. Contractor shall also provide proof of a Washington State Farm Forest Labor license and proof of Migrant and Seasonal Agricultural Worker Protection Act Registration.

C. The Contractor shall provide a Quality Control Plan (QCP) as described in Attachment B. The Quality Control plan must demonstrate how the Contractor will assure quality meets the requirements and specifications of the contract. It shall describe: how quality will be monitored to assure the performance standards are met; the supervision of crew and work; and personnel that will be performing the quality control. Quality control shall include monitoring quality while work is in progress, tree care, and other associated tasks, and using an unbiased sample of work and determining actual quality percentage.

D. Contractor shall have in his/her employ, inspectors with at least one year of experience in thinning Forest Service trees and who are adequately trained in the required inspection procedures.

Performance Requirements Summary

The following describes the major items in the contract with the incentives and deductions for the work described.

Work Statement	Performance Standard	Government Method of Assessment	Incentives and Deductions for Meeting the Standard
Tree Selection	Selecting the best trees in each competitive grouping which will produce the required number of leave trees per acre and in accordance with Performance Requirement or Detail Information Sheets.	Review Contractor's record of inspection system and sampling results, and perform periodic on site monitoring of operations and random plots.	The Contractor's quality will be reflected in the performance evaluation either as positive or negative incentive. If Contractor achieves 90% (Government inspection of thinning) or greater quality, the Contractor will receive full unit price as incentive. If excess trees are left, the unit shall be reworked. If uncorrectable problems occur, payment will be reduced as discussed in payment clause.

			If Contractor does not achieve at least 90% quality, the Government may require rework and/or deductions as per Section E and adverse performance evaluation.
Stump height and low live limbs	All trees other than leave trees shall be cut below the lowest live limb. Trees shall be completely severed from the stump. Stump height shall not exceed **8** inches above ground level or **4** inches above natural obstacles. Cut trees shall be felled away from unit boundaries, roads, etc.	Review Contractor's record of inspection system and sampling results, and perform periodic on site monitoring of operations and random plots.	Same as above. Rework to correct deficiencies.
Slash treatment Lopping and Scattering	Treatment varies by unit. See Cutting Methods. Slash shall be cut and scattered as needed. Slash depth shall not be greater than **2** feet in depth. Slash shall be pulled back **5** feet from unit boundaries, streams, etc…	Review Contractor's record of inspection system and sampling results, and perform periodic on site monitoring of operations and random plots.	Same as above. Rework to correct deficiencies.
In addition to above, the Contractor shall thin trees.	Contractor shall: - Hang-ups – thinning slash shall be place down or near ground surface. - Pull Back – all thinning slash	COR and/or Inspector will review Contractor's records of inspection system and sampling result and periodic onsite inspections.	Same as above. Rework to correct deficiencies.

	within road prism shall be pulled back 5' ft. - If fence is damaged, Contractor shall repair it. -Contractor shall exercise extreme care to prevent damage to facilities including roads, erosion dips, barriers and drainages etc. All trees felled outside of unit boundary are to be pulled back within unit boundary		
Quality Control	Contractor maintains good quality control on all aspects of operation including tree handling, preparation and thinning. Actions not consistent with contract specifications are corrected per Contractor's QCP.	COR or Inspector randomly observe operations.	The Quality Control provided by the Contractor will be reflected in the performance evaluation either positive or negative. If the Contractor fails to meet standards, work may be suspended or Terminated for Cause for failure to take corrective action immediately and result in adverse performance evaluation.
Contractor's Plot Inspection	Contractor's plot inspection are +/- 5% of Government's quality. Inspection are completed to meet timeframes.	COR/Inspector randomly observe Contractor inspection. Review Contractor inspection sheets periodically.	Contractor's ability to meet the standard will be reflected in the performance evaluation either positive or negative. When Contractor's plot inspections meet standards, no deduction. If quality does not meet standard, pay deduction per Payment, Incentives and Deduction clause and/or

			additional costs to the Government will be assessed.
Work Plan, Schedule and Communica-tions	Work meets schedule as per the accepted work plan. Contractor keeps COR/Inspector advised of where they can be reached by phone at all times of contract performance..	COR and Inspector conduct periodic monitoring.	Contractor's ability to maintain the work schedule and complete work on schedule will be reflected in the performance evaluation as either positive or negative incentive. Contractor's work not completed on schedule is subject o default and may result in termination for cause including assessment of reprocurement costs and result in adverse performance evaluation.

Technical Specifications

A. Selection of Leave Trees

The objectives of thinning are to promote growth and increase resilience of leave trees to insect and disease while providing for conditions that are favorable as wildlife habitat. The thinning prescriptions and objectives are summarized in the Performance Requirements Chart and in the following Performance Criteria.

Leaving the best potential crop tree using variable spacing while reducing the overall tree density is the goal of this contract. Leave trees shall be selected from dominant and codominant trees that have no major defects, are of good form and vigor, and be within the allowable stocking density as specified in the Detailed Unit Information Sheet, also known as the Performance Requirements Chart. Preferred species that are ½ the height or greater of a taller less preferred species will be left as leave trees if healthy and undamaged. When selections must be made between trees that are desirable, they shall be done in accordance with the species preference listed in the Performance Requirements Chart.

(1) Indicators of Desirable Leave Trees are:

Trees in the dominant or codominant crown class
Straight stem
Good foliage coloration
Balanced full crown
Free of insect and disease damage and/or symptoms
Vigorous annual terminal growth

These indicators, as well as overall tree vigor, are important criteria for leave tree selection. The most prominent indicator for vigor is annual terminal growth for the past 1 to 3 years.

(2) Indicators of Undesirable Trees are:

Trees in the intermediate or overtopped crown class

Short, incomplete or sparse crown
Insect and disease, especially signs of Dwarf Mistletoe (DMT)
Crook or sweep in bole
Dead or broken tops
Multiple tops
Poor foliage coloration
Physical or mechanical damage
Poor annual growth

These indicators shall determine trees to be cut, but minor defects will be acceptable for a particular leave tree if it is the best selection in the competitive area. Trees should be relatively free of insect and disease, animal damage, mechanical damage, except for minor problems that will not affect long term growth. Trees displaying these symptoms may be left as leave trees if they are the best available within the competitive area. The appropriate number of leave trees will vary throughout the stand, being dictated by tree size and their relative position within the canopy (crown class).

Note: The prescription objective is based on the overall composition and conditions of the stand and is intended to be a guideline for achieving a high quality final product in a professional manner. The Contractor shall use their silvicultural knowledge to identify and adjust to any conditions within the stand and notify the Contracting Officer of any conditions not addressed in the prescription. The Contractor shall recognize any insect, disease, or animal damage problems and report them to the Contracting Officer. Major problems and treatment are described in the Performance Requirement Sheet.

Tree thinning reduces the density of a stand and by purposeful selection of leave trees improves the stand composition and/or condition as prescribed for each individual unit.

The Contractor shall utilize the characteristics of desirable leave trees and requirements in this section for selecting the leave trees. The work requirements are based on the overall composition and condition of the stand and are intended to be a guideline for achieving the desired final condition. The Contractor shall use their silvicultural knowledge to identify and adjust to any conditions within the stand and notify the Contracting Officer of any conditions not addressed in the contract/task order(s). The Contractor shall recognize any insect, disease or animal damage problems and report them to the Contracting Officer if it is not recognized in the contract/task order(s). The Government, at the suggestion of the Contractor, may revise work requirements with approval by the Contracting Officer. Alternate requirements must meet the overall stand objectives to be considered by the Contracting Officer. Leave trees shall not be damaged in the operation. Leave trees damaged by operations shall be removed if they meet cull tree specifications and the slash treated to specification.

1. Leave trees shall generally be those demonstrating the most vigor/greatest health, tallest height, largest crown, and straightest stems that are free of damage due to insects, disease, physical, or mechanical causes. The Contractor shall select leave trees in the following priorities, **except the Government may mark individual cut or leave trees**:

a. Leave all conifer trees which exceed maximum DBH cut limit specified in the Detailed Unit Information sheet(s) located in Section J.

b. Specific Items only, (See Footnotes in the Performance Requirement Sheets or the Detailed Unit Information Sheets) Trees greater than **5.9** in. DBH with visible indications of disease or rot shall be girdled. No trees greater than **5.9 in**. DBH shall be felled **except within Stand Density Experiment Plots**. No trees greater than **10 in**. DBH shall be girdled. Trees with less than 30% crown shall be considered undesirable and will only be left if no other healthy trees are available.

2. Select additional leave trees from healthy undamaged conifers under specified maximum DBH cut limit as necessary to achieve average spacing specified in the Performance Requirement Sheets or the Detailed Unit Information sheets.

Spacing may be varied up to 25 percent to select the most desirable tree. However, spacing control, using the original guides, shall be maintained whenever possible. The number of trees per acre shall not be materially increased or decreased.

3. If no healthy undamaged tree exists at the required spacing interval, leave a tree with minor damage.

4. All snags are designated to leave; however, they shall not be counted as leave trees for payment purposes.

5. Where natural or manmade openings larger than twice the average spacing exist within a stand, extra leave trees shall be left around the perimeter of the opening. Spacing shall not be less than ½ the designated spacing.

6. Western Red Cedar or Western Hemlock may be selected as leave trees if there are no other conifers within spacing requirements and other leave tree specifications are met.

7. Care must be exercised to prevent damage to leave trees. If a leave tree is cut or damaged, the Contractor shall leave a substitute tree meeting the acceptable leave tree requirements.

8. Within applicable categories above, selection shall be made in the following priority order:

a. By species in order of precedence shown on Performance Requirement Sheets or the Detailed Unit Information sheets.

b. Preferred species that are 1/2 the height or greater of a taller less preferred species will be left as leave trees if healthy and undamaged.

c. By diameter and species designation as shown on Performance Requirement Sheets or the Detailed Unit Information sheets.

9. All Lodgepole Pine shall be thinned at ½ the designated spacing interval from another Lodgepole Pine unless the unit is designated a crop tree release only, or trees to be cut are specified by diameter and species limits. In stands designated as crop tree release, no Lodgepole are to be thinned. In stands with diameter and species designations, all Lodgepole shall be cut up to the maximum cut diameter.

10. All thinning units with pruned Western White Pine shall not use the Western White Pine as a crop tree for spacing purposes. Pruned Western White Pine shall be ignored and will not count as leave trees unless a pruned tree is cut during thinning or an unpruned tree is left that should have been cut. **(This will not apply within the Stand Density Experiment Plots or Item D35B.2, Snowshoe 2.)**

B. **Cutting Methods**

1. **Stump Height - Removal of Live Limbs**

All trees other than leave trees shall be cut below the lowest live limb, except when prevented by natural

obstacles; in which case, any live limbs below the cutting point shall be removed. Trees shall be completely severed from the stump. Stump height shall be a maximum of **8** inches above ground and **4** inches above natural obstacles.

For inspection purposes a limb must exceed 6 inches in length before it is considered a live limb.

2. **Felling**

a. Cut trees shall be felled away from unit boundaries, roads, telephone lines, established trails, stock driveways and trails, fence lines, established land corners, superior trees, dispersed camp sites, and live or intermittent streams. Any trees falling on such areas shall be removed as specified elsewhere herein.

b. No pruning of leave trees will be permitted.

c. No trees shall be cut within **15** feet of a stream course on any item. All thinning slash which falls into the stream will require removal from the stream.

d. All felled trees shall be directionally fell when possible to reduce slash depth.

e. All felled trees that land outside of unit boundaries shall be pulled back inside the unit boundary.

3. **Hang-Ups**

All thinning slash shall be placed on or near the ground surface, so that it will not lean against or be suspended by an uncut tree.

C. **Girdling**

Where girdling is required, all trees shall be girdled by cutting completely through the bark and cambium layers, an area a minimum **3 inches** wide completely encircling the tree so as to kill the girdled tree.

Where required, all trees to be girdled shall be a minimum of **6 inches** DBH.

D. **Slash Treatment**

Slash remaining in the units shall be treated in accordance with the following method(s):

1. No piling is required.

2. No chipping is required.

3. No bucking may be required upon Government request.

4. Lopping and/or scattering may be required upon Government request.

Slash shall be cut or scattered as necessary so as to allow no accumulations to be more than **two (2) feet** in depth.

5. Pull Back

a. All thinning slash within the road prism shall be pulled back. All brush or slash created by the Contractor's operations shall be pulled back a distance of **five** feet from road cuts, established trails, stock driveways, land corners, live streams, dispersed campsites, cleared areas of superior trees that have been cultured, and fence lines. Pull back shall be considered incidental to thinning and no separate payment will be made.

b. Contractor shall pull back all brush or slash created by Contractor's operations for at least **five (5)** feet from both sides of all streams.

c. Pull back, stream channel clean out and fence repair requirements shall be complete on each unit before the Contractor may proceed to another work unit.

E. **Stream Bank Vegetation**

No hardwoods and brush species shall be cut within the riparian zone of streams shown on Project Area Maps.

If a Contractor discovers potential riparian areas that have not been designated on the project area maps; the Contractor shall promptly notify the Contracting Officer. All work will be discontinued in these areas until the Government can determine if the site meets definition of a riparian area.

If the Government discovers riparian areas not designated on the project area maps; the Contractor will be promptly notified and the Government will designate these boundaries.

F. **Fencing**

If a fence is damaged through the Contractor operations, the Contractor shall repair the fence within twenty-four hours or before start work on another unit or sub-item, whichever is the shorter time. The Contractor shall notify the Contracting Officer of any fence damage, time and locations of damage, and time when the damage was done.

G. **Resource Protection** – The Contractor shall exercise extreme care to prevent damage to existing facilities, developments and resources in all aspects of the contract work.

H. **Existing Facilities** – Throughout the operations, the Contractor shall take extreme care to prevent damage to facilities including roads, erosion dips, barriers and drainage, developments and streams, fences, and other identified resources. Facilities damaged by contract operations shall be replaced or repaired by the Contractor to original condition.

Measurement

A. Measurement

All linear and area measurements required under this contract will be measured on the horizontal plane.

B. Remeasurement

1. The Contractor may at any time after award request remeasurement of any treatment area. The request

for remeasurement must be in writing within 10 days after thinning has been completed on the sub-item. Remeasurement will be made within the established boundaries.

2. If remeasurement indicates a variance of five (5) percent or less from the original measurement, the Contractor shall pay for the actual cost of remeasurement and no adjustment will be made in the acreage.

3. If remeasurement indicates a variance greater than five (5) percent, payment will be based on the remeasured acreage and the Government will pay for the remeasurement. No adjustments will be made for a difference of 1 acre or less.

Payments, Incentives and Deductions

A. Request for Payment

Contractor may request payment when Quality Assurance (QA) results indicate a pay item has been satisfactorily completed.

B. Payment

1. When Contractor's inspection (QA) percentage and the Government's verification inspection (V-I) are both above ninety percent, or, when the Contractor's QA is greater than ninety percent and Government's V-I is +/- five percent, payment will be made at 100% of the sub-item unit bid price.

2. When the Contractor's QA inspection is less than 90 percent and the Government's VI is +/- five (5) percent, including incidental work, payment will be made at the Contractor's QA inspection percentage. Note: Minimum acceptable quality is 80 percent.

3. When the Government's V-I differs by more than +/- five percentage points of the Contractor's QA, the Government may take more V-I plots up to the number taken by the Contractor, and payment will be made at the Government's V-I percentage unless rethin or reprune, reverification, or both occur.

4. If reverification yields a result within +/- five percent of Contractor's QA results, payment will be based upon Contractor's QA results.

5. If reverification results are more than +/- five percent of Contractor QA results, payment will be based upon the Government's reverification percentage, less reinspection costs.

6. Reverification of any rethin or reprune shall be at the expense of the Contractor.

7. Pull back, bucking, lopping and scattering, girdling and fence repairs shall be considered incidental to thinning and no separate payment will be made at the unit price.

AG-05G1-S-14-0014
Tree Thinning
Sullivan Lake and Newport Ranger District

Exhibit A

Plot requirements

Each treatment plot area will be at least one acre in size to include a central measurement plot and an adequate treatment border. Central measurement plots should be at least a tenth acre and include 30 or more crop trees at the end of the study. Therefore, measurement plots may vary depending on the ultimate target densities. The distance from the measurement plot boundary to the treatment plot boundary will be at least 80 feet on all sides (Figure 2). Prior to thinning operations, all plots at a location should be comparable. They must be in the same stand with equivalent species composition, topography and parent material to ensure similar soil, climatic environment and cultural history. Plots at a given location should not be separated by such features as roads, gullies, drainage ditches, streams, or power line right-of-ways.

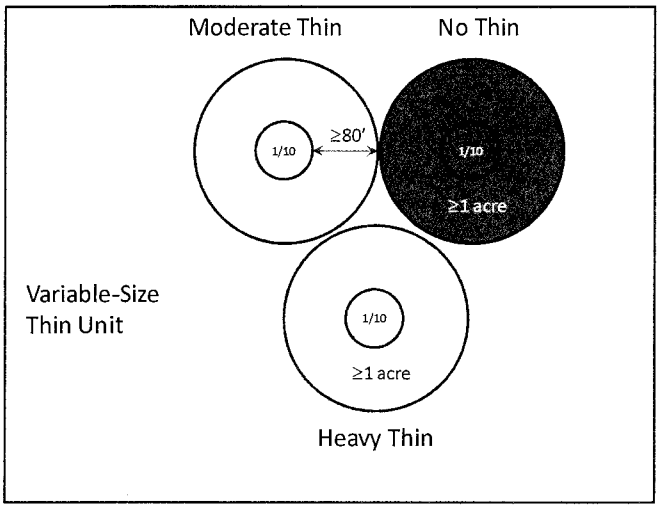


Figure 2. Dimensions and arrangement of triplet plot design. Three comparable tenth-acre or greater measurement plots will be placed at least 80' from the unit edge and the boundary of adjacent treatment plots. One plot will be in the thin unit. A second will be in an un-thinned reserved plot. A third will be a heavier thin than the prescribe operation.

Attachment B
Contractor's Quality Control Plan
and
Government Verification and Quality Assurance Surveillance Plan

Contractor Quality Control Plan

A. **Quality Control Plan**. The Contractor shall provide a Quality Control Plan (QCP) as part of this Technical Proposal. The Contractor shall supplement the QCP within **10** days of contract award or start work, based on items awarded to the Contractor and Government comments. The Plan must demonstrate how the Contractor will assure that quality of performance meets the objectives and requirements of the contract. The QCP shall specify:

1. How quality will be monitored to assure performance standards are met.
2. How the work will be supervised.
3. How results of the monitoring will result in quality performance.
4. Identify the personnel responsible for performing quality control.

B. **Contractor Quality Control Inspection**. The Contractor shall assure themselves that performance meets contract specifications, in accordance with Inspection/Acceptance (FAR 52.212.4) paragraph (a), prior to requesting the Government to inspect for payment or acceptance. Upon completion of plot cards, the Contractor shall contact the Contracting Officer to set a mutually agreed upon date for inspection of completed work. The Contracting Officer may observe the Contractor's inspection at any time and shall otherwise have unlimited access to the inspection data.

C. **Standards for Contractor Inspection**

1. Contractor shall inspect all work performed, concurrently with each day's work.

2. A daily written record shall be prepared and, upon request, shall be made available to the Government.

3. As a minimum, Contractor record shall show rate of progress compared to required rate of progress as required.

D. **Quality Assurance (QA) Requirements - Contractor Inspection**

The Contractor's Quality Control Plan must address the Contractor's Plot Inspection Procedures. Below is a guideline for the Contractor Plot Inspection Procedure. If the Contract's Plot Inspection procedures vary from these procedures, the Contractor must state the revision in their Quality Control Plan submitted with their quote and these maybe modified.

A. Contractor shall:

1. Mark plot centers on the ground with Contractor-furnished biodegradable ribbon; tie additional ribbon **four (4)** feet above ground plot center; write consecutive plot numbers on the above ground ribbon with permanent ink and tie ribbons on each tree inspected on plot.

2. Inspect concurrently with thinning, using Government-furnished plot cards (R6-2470-117A).

3. Complete plot cards and submit legible plot cards to the Contracting Officer prior to moving from

one thinned unit to another. (These cards will remain a part of the permanent contract file.) All plot cards shall be legible.

Delivery of completed plot cards shall be the responsibility of the Contractor. Completed cards which are stolen or lost prior to delivery shall not constitute justification for a change in the contract time or amount. Illegible and/or incomplete plot cards will be returned to the Contractor for correction and resubmission before Government verification inspections are performed.

4. Certify the following by signing and dating by the Contractor or Contractor's Representative, and submitting the plot cards to the Government:

a. All aspects of tree thinning were completed in accordance with the Performance Based Work Statement, and

b. Plot cards/QA results are a representative sample of actual work accomplished.

5. Use the Government-approved QA by installing a series of 1/50 acres circular plots, with slope correction (radius = 16.65 feet). Minimum number of plots varies by size of unit as follows:

a. 1-40 acres = 1 plot per acre

b. 41 or more acres = 1 plot per 2 acres

6. Take plots on a systematic grid located within each unit to provide a representative sample of the thinning work.

7. Each plot will be examined to record findings on the items listed below:

a. Number of leave trees that should have been left
b. Number of trees that were left
c. Number of satisfactory leave trees
d. Number of deficient trees
e. Number of excess trees

8. Thinning Quality Assurance

a. Compute the thinning quality assurance (QA) for the sub-item using the following formula:

$$QA = \frac{\text{(No. of Deficient Trees + No. of Excess Trees)}}{\text{(No. of Trees that should have been left)}} = _____\%$$

100% - _____% = _____% Pay. (See Government Furnished Report, R6-2470-117, located in Section J.)

b. Percentage of thinning quality assurance as calculated above shall be rounded to the nearest whole percent.

Government Quality Assurance Surveillance Plan and Acceptance Requirements

The objective of this plan is to provide a quality surveillance plan for tree thinning treatment performed on the Newport and Sullivan Lake Ranger Districts, Colville National Forest. This plan provides a basis for Contracting Officer to evaluate the quality of the Contractor's performance. The oversight provided for in the contract and in this plan will help ensure that quality levels reach the required levels of performance.

A. **Government Quality Assurance Inspection**. The Government will, at its convenience, make periodic inspections of the work to assure itself of contract compliance and to perform Quality Assurance Inspections to determine or confirm that the Contractor is performing quality control in accordance with its QCP and that Contractor monitoring results in quality performance of contract objectives.

B. **Government Verification Inspection (V-I)**.

1. The Government will conduct verification inspections of thinning to determine compliance with specifications and to provide the basis for computing the rate of payment. Each sub-item will be verified separately and inspection results on one sub-item will not be averaged with those of other sub-items. Determination of the acceptability of the work performed will be based on V-I and will be considered conclusive. The Contractor or a designated representative is encouraged to observe V-I being made.

2. Inspection of Slash Treatment

Acceptance will be determined by a 100 percent visual inspection of the areas requiring treatment and will be based on adherence to the requirements stated in the Technical Specifications and Detailed Unit Information Sheet (also referred to as the Performance Requirement Summary Sheet) of each task order. Nonconformance with any of the Specifications will classify the treatment as unsatisfactory and rework will be required to bring the treatment up to Specifications standards.

3. Government V-I will be completed within 72 hours, not including Saturday, Sunday, or holidays, after Contractor inspection is completed, and completed plot cards are submitted to the Contracting Officer for the sub-item. Verification Inspection percentage shall be determined by use of the formula shown in this section under the Quality Assurance (QA) Requirements – Contractor Inspection, paragraph A.8.a.

4. If the Government V-I is more than five (5) percentage points below Contractor results, the Contractor may request, in writing, within five (5) days after the receipt of the initial verification results.

5. Contractor Requested Reinspection

A. Reinspection shall be on new inspection plots unless 100% of the Contactor's plots are sampled. The new plots will not overlap old plots.

1. The Contractor may accompany the Government inspector during the reinspection.

2. The results of this reinspection will supersede the original inspection for determining acceptability and payment.

3. If reinspection does not result in an additional payment for the Contractor, the Contractor must pay for the reinspection.

B. Rethin or reprune the sub-item in accordance with FAR 52.212-4, paragraph a, Inspection / Acceptance.

1. Rethin may be allowed if excess trees exist.

2. Rethin shall require reinspection by the Contractor and reverification by the Government in the same manner as the first inspection, but on different plot lines.

6. Procedure for Inspection of Slash Treatment and Girdling

The Government will visually inspect 100 percent of the areas requiring treatment. Acceptance will be based on adherence to the requirements stated in the Technical Specifications. Nonconformance with any of the Specifications will classify the treatment as unsatisfactory and rework will be required to bring the treatment up to Specification standards.

C. Minimum Acceptable Quality

The minimum acceptable quality for thinning is 80 percent whether it be Contractor QA or Government VI. Repeated failure to achieve 80 percent quality or above shall be grounds for Termination for Cause.

D. Rework and Reinspection after Rework

When inspection results are below 90 percent and excess trees constitute any part of the deficiency, payment shall not be made until the excess tree deficiency has been corrected (see definition of Excess Tree, Technical Definitions) and the Contractor has assured his/her Quality Control measures have corrected the deficiencies. Reinspections after rework shall be made in the same manner as the first inspection for both the Contractor and the Government, but on different plot lines. The Contractor shall pay for Government verification of inspection necessitated by the rework.

E. Acceptance

Acceptance of the work under this contract will be made when the Contracting Officer has made the determination of satisfactory compliance with the specifications and the Contracting Officer approves contract payment(s).

Thinning Detailed Unit Information Sheet
Newport and Sullivan Lake Ranger Districts, 2014
AG-05G1-S-14-0014
Page 1 of 4

ITEM NO. A.	UNIT NAME/ NUMBER	ACRE	ELEV	EST % SLOPE	SPECIES PREFERENCE BY SPECIES	AVG. SPAC - ING (feet)	MAX DBH CUT LIMIT (INCHES) *7	MIN. CUT TREE HGT. (FEET)	HARD- WOOD/ BRUSH TO CUT	REMARKS
1	Parker 1	19	2600	35	PP, WL, ES, DF, WRC, GF, LPP, SAF, WH	14X14	5.9"/6.9"	1'	N/A	*1, *3 *7, & *6 See Footnote
	TOTAL ACRES	**19**								

Footnotes: Where and when applicable (not applicable within Stand Density Study Areas)

***1** Spacing between LPP shall be ½ the designated spacing or minimum 7' ft. for all items.

***2** All Healthy pruned WWP are designated to leave.

***3** Ignore all healthy pruned WWP. Do not space off of or count as leave trees, any healthy pruned WWP.

*4 Crop tree release only. Cut no PP, WL, or WWP unless diseased or damaged. Clearing limits shall be equal to the height of the crop tree but not less than 7' ft. and not more than 14' ft.

*5 Walk in to unit > ¼ mile.

*6 Ignore all healthy WWP. Do not count in spacing.

*7 Maximum DBH cut limit for LPP shall be 5.9" inches. Maximum DBH cut limit for all other species shall be 6.9" inches.

Notes:

1. Species abbreviations are as follows: SAF = subalpine fir, WRC = western red cedar, DF = Douglas-fir, ES = Englemann spruce, GF = grand fir, LPP = lodgepole pine, PP = ponderosa pine, WH = western hemlock, WL = western larch, WWP = western white pine.

Thinning Detailed Unit Information Sheet
Newport and Sullivan Lake Ranger Districts, 2014
AG-05G1-S-14-0014

ITEM NO. B.	UNIT NAME/ NUMBER	ACRE	ELEV	EST % SLOPE	SPECIES PREFERENCE BY SPECIES	AVG. SPAC-ING (feet)	MAX DBH CUT LIMIT (INCHES) *7	MIN. CUT TREE HGT. (FEET)	HARD-WOOD/ BRUSH TO CUT	REMARKS
2	Snowshoe 2	31	3250	25	WWP, PP, WL, ES, WRC, DF, LPP, GF, SAF, WH	14X14	5.9"/6.9"	2'	N/A	*1 & *2 See Footnote
3	Snowshoe 5	14	3400	35	PP, WL, ES, DF, WRC, GF, LPP, SAF, WH	14X14	5.9"/6.9"	2'	N/A	*6 See Footnote Cut no healthy WWP
	TOTAL	**45**								

Footnotes: Where and when applicable (not applicable within Stand Density Study Areas)

***1** Spacing between LPP shall be ½ the designated spacing or 7' ft. for all items.

***2** All Healthy pruned WWP are designated to leave.

***3** Ignore all healthy pruned WWP. Do not space off of or count as leave trees, any pruned WWP.

*4 Crop tree release only. Cut no PP, WL, or WWP unless diseased or damaged. Clearing limits shall be equal to the height of the crop tree but not less than 7' ft. and not more than 14' ft.

*5 Walk in to unit > ¼ mile.

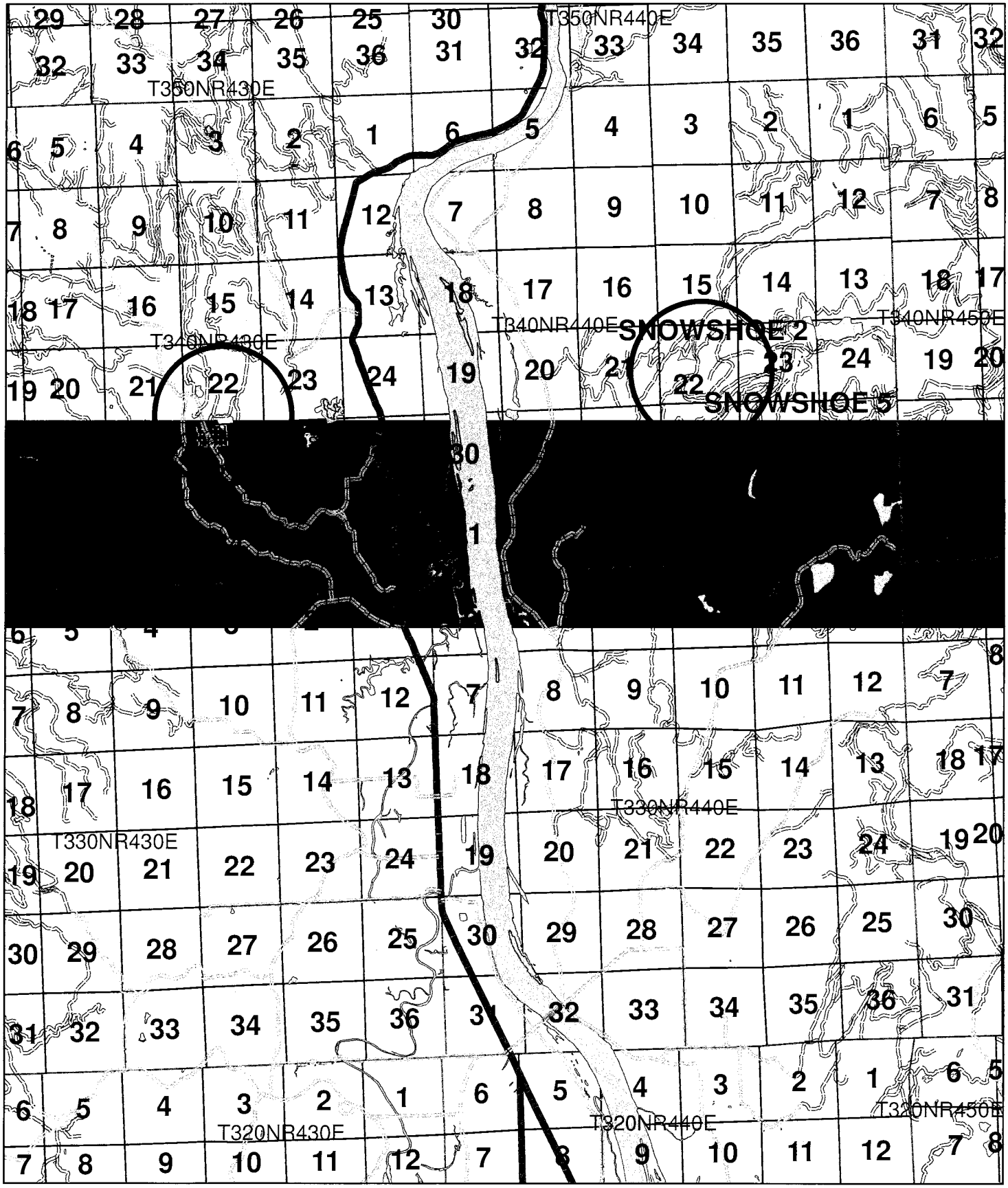
*6 Ignore all healthy WWP > 2'.

*7 Maximum DBH cut limit for LPP shall be 5.9" inches. Maximum DBH cut limit for all other species shall be 6.9" inches.

Notes:

1. Species abbreviations are as follows: SAF = subalpine fir, WRC = western red cedar, DF = Douglas-fir, ES = Englemann spruce, GF = grand fir, LPP = lodgepole pine, PP = ponderosa pine, WH = western hemlock, WL = western larch, WWP = western white pine.

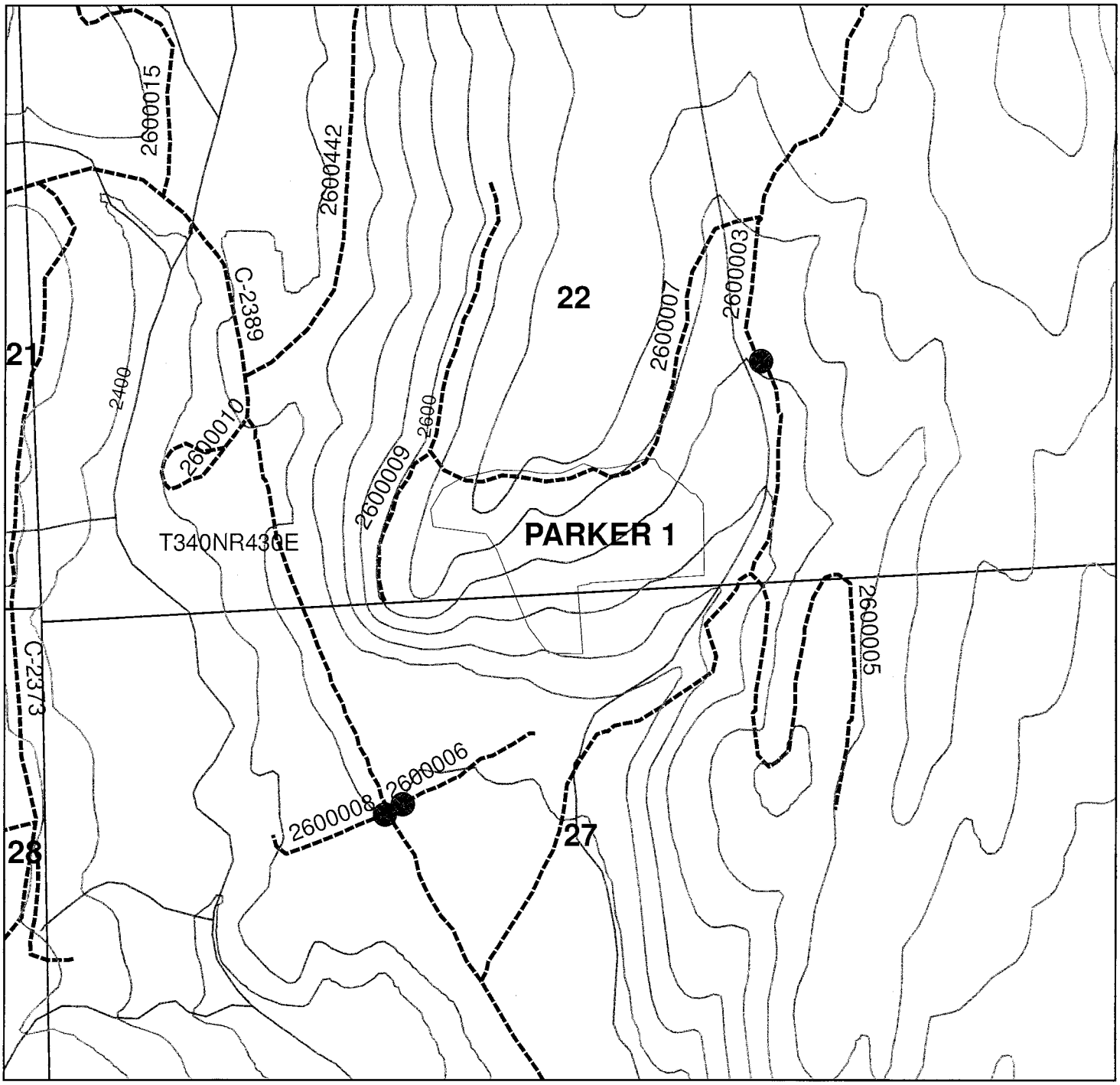
CONTRACT VICINITY MAP 2014 TSI



USDA FOREST SERVICE CONTRACT MAP

LEGEND	ActivityPolygon Stage	Bid Item No.: D35A, 1
	Projet	Colville National Forest
	Road	Newport/Sullivan Lk. R.D.
	Section	Prepared By: Paul Haas
		Date Prepared: 4/21/2014

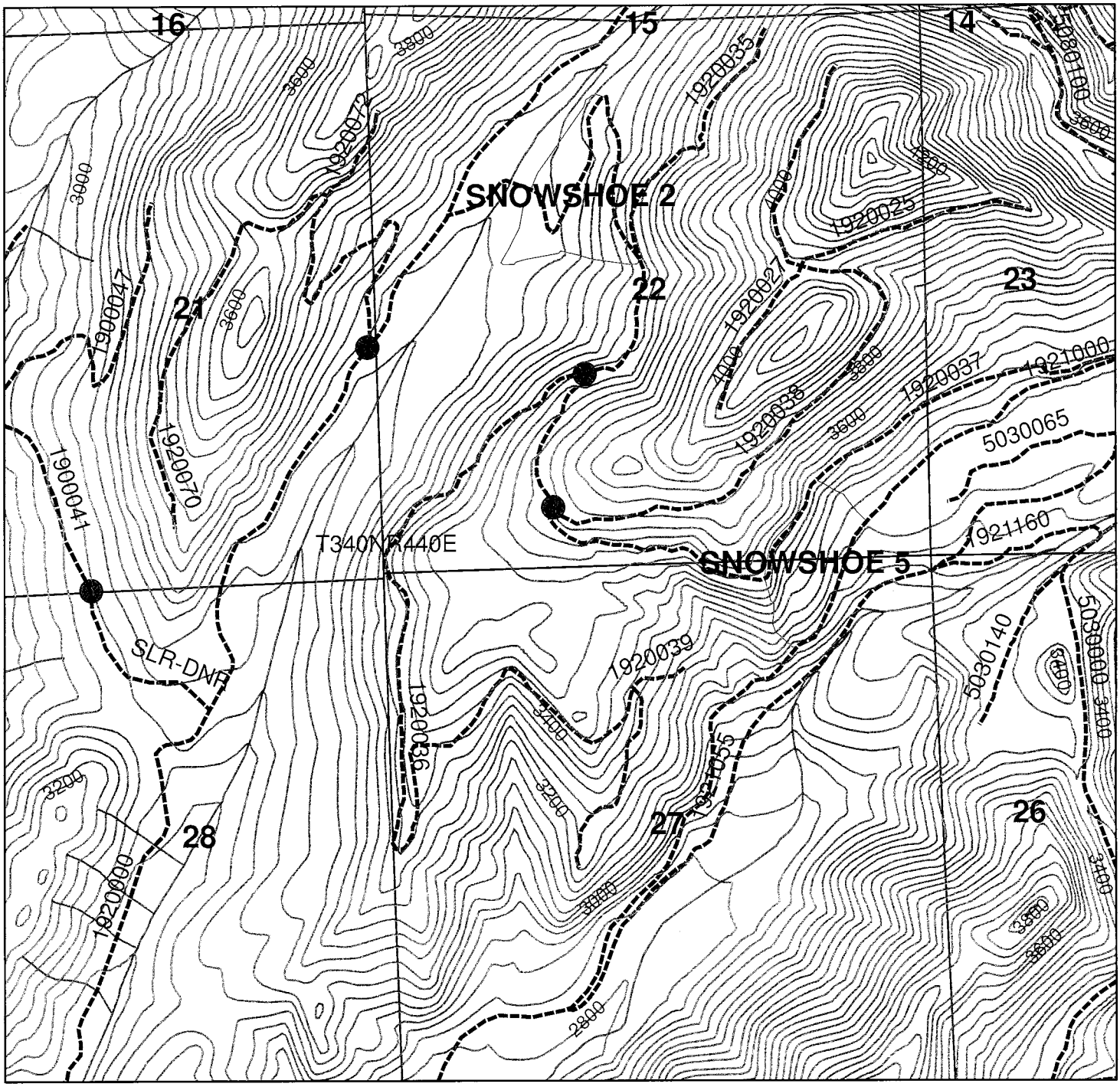
TWN	RNG	MAP SCALE: 0 0.05 0.1 0.2 0.3 0.4 Miles	Unit Number(S)	Acres
34	43		1	19



USDA FOREST SERVICE CONTRACT MAP

LEGEND	ActivityPolygon Stage	Bid Item No.: D35B, 2 & 3
	Projet	Colville National Forest
	Road	Newport/Sullivan Lk. R.D.
	Section	Prepared By: Paul Haas
		Date Prepared: 4/21/2014

TWN	RNG	MAP SCALE: 0 0.125 0.25 0.5 0.75 1 Miles	Unit Number(S)	Acres
34	44		2 & 5	31 & 12



USDA FOREST SERVICE
PACIFIC NORTHWEST REGION
FIRE PROTECTION AND SUPPRESSION

1. Fire Period and Closed Season

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

2. Fire Plan

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

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

3. Substitute Measures

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

4. Emergency Measures

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

5. Fire Control

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

For the purpose of fighting forest fires on or in the vicinity of the project which are not caused by the Contractor's operations, the Contractor shall place employees and equipment temporarily at the disposal of the Forest Service. Any individual hired by the Forest Service will be employed in

accordance with the Interagency Pay Plan for Emergency Firefighters. The Forest Service will compensate the Contractor for equipment rented at fire fighting equipment rates common in the area, or at prior agreed to rates.

6. Compliance with State Forest Laws

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

7. Fire Precautions

Specific fire precautionary measures are as follows:

a. **Smoking and Open Fires**

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

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

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

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

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

c. **Power Saws**

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

d. **Extinguishers**

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

e. **Spark Arresters and Mufflers**

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

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

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

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

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

f. **Emergency Fire Precautions**

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

INDUSTRIAL FIRE PRECAUTIONS SCHEDULE

LEVEL	INDUSTRIAL FIRE PRECAUTION (IFPL)

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

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

a. Power saws, except at loading sites;
b. Cable yarding;
c. Blasting;
d. Welding or cutting of metal.

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

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

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

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

a. Tractor/skidder operations;
b. Mechanized loading and hauling of any product or material;
c. Blasting;
d. Welding or cutting of metal;
e. Any other spark-emitting operation not specifically mentioned.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Fire Tools

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

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

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

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

9. Fire Security

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

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

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

10. Blasting

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

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

USDA
United States Department of Agriculture

BioPreferred Program Product Categories

June 2013

BioPreferred
www.biopreferred.gov

Construction	Minimum Biobased Content
Blast Media	94%
Carpets	7%
Composite Panels:	
Acoustical	37%
Countertops*	**89%**
Interior Panels	55%
Plastic Lumber	23%
Structural Interior Panels	89%
Structural Wall Panels	94%
Floor Coverings (non-carpet)	91%
Interior Paints and Coatings:	
Latex and Waterborne Alkyd	20%
Oil-based and Solvent-borne Alkyd	67%
Paint Removers*	**41%**
Penetrating Liquids	79%
Plastic Insulating Foam for Residential and Commercial Construction	7%
Roof Coatings	20%
Wastewater Systems Coatings	47%
Water Tank Coatings	59%
Wood and Concrete Sealers:	
Membrane Concrete Sealers	11%
Wood and Concrete Stains	39%

Groundskeeping	Minimum Biobased Content
Agricultural Spray Adjuvants	50%
Animal Repellents	79%
Bioremediation Materials	86%
Compost Activators and Accelerators	95%
Concrete and Asphalt Cleaners	70%
Dethatchers	87%
Dust Suppressants	85%
Erosion Control Materials	77%
Fertilizers	71%
General Purpose De-Icers	93%
Mulch and Compost Materials	95%
Sorbents	89%
Water Clarifying Agents	92%

Miscellaneous	Minimum Biobased Content
Bedding, Bed Linens, and Towels	12%
Candles and Wax Melts	88%
Thermal Shipping Containers:	
Durable	21%
Non-Durable	82%
Films:	
Non-Durable	85%
Semi-Durable	45%
Packing and Insulating Materials	74%

Food Service	Minimum Biobased Content
Disposable Containers	72%
Disposable Cutlery	48%
Disposable Tableware	72%
Food Cleaners	53%

Janitorial	Minimum Biobased Content
Adhesive and Mastic Removers	58%
Air Fresheners and Deodorizers	97%
Aircraft and Boat Cleaners:	
Aircraft Cleaners*	**48%**
Boat Cleaners*	**38%**
Automotive Care Products*	**75%**
Bathroom and Spa Cleaners	74%
Carpet and Upholstery Cleaners:	
General Purpose	54%
Spot Removers	7%
Dishwashing Products	58%
Electronic Components Cleaners	91%
Floor Cleaners and Protectors	77%
Floor Strippers	78%
Furniture Cleaners and Protectors	71%
General Purpose Household Cleaners	39%
Glass Cleaners	49%
Graffiti and Grease Removers	34%
Industrial Cleaners	41%
Ink Removers and Cleaners	79%
Laundry Products:	
General Purpose	34%
Pretreatment/Spot Removers	46%
Leather, Vinyl, and Rubber Care Products	55%
Metal Cleaners and Corrosion Removers:	
Corrosion Removers*	**71%**
Stainless Steel Cleaners*	**75%**
Other Metal Cleaners*	**56%**
Microbial Cleaning Products:	
Drain Maintenance Products*	**45%**
General Cleaners*	**50%**
Wastewater Maintenance Products*	**44%**
Multipurpose Cleaners	56%
Oven & Grill Cleaners	66%
Specialty Precision Cleaners and Solvents	56%

Personal Care	Minimum Biobased Content
Animal Cleaning products	57%
Bath Products	61%
Cuts, Burns, and Abrasions Ointments	84%
Deodorants	73%
Foot Care Products	83%
Hair Care Products:	
Conditioners	78%
Shampoos	66%
Hand Cleaners and Sanitizers:	
Hand Cleaners	64%
Hand Sanitizers	73%
Lip Care Products	82%
Lotions and Moisturizers	59%
Shaving products	92%
Sun Care products	53%
Topical Pain Relief Products	91%

Industrial Lubricants and Fluids	Minimum Biobased Content
2-Cycle Engine Oils	34%
Asphalt and Tar Removers	80%
Asphalt Restorers	68%
Chain and Cable Lubricants	77%
Concrete and Asphalt Release Fluids	87%
Corrosion Preventatives	53%
Diesel Fuel Additives	90%
Engine Crankcase Oil*	**25%**
Expanded Polystyrene (EPS) Foam Recycling Products	90%
Firearm Lubricants	49%
Fluid-Filled Transformers:	
Synthetic Ester-Based	66%
Vegetable Oil-Based	95%
Forming Lubricants	68%
Fuel Conditioners	64%
Gasoline Fuel Additives*	**92%**
Gear Lubricants	58%
Greases:	
Food Grade	42%
Multipurpose	72%
Other	75%
Rail Track	30%
Truck	71%
Heat Transfer Fluids	89%
Hydraulic Fluids:	
Mobile Equipment	44%
Stationary Equipment	44%
Inks:	
Specialty Inks	66%
Sheetfed – Color	67%
Sheetfed – Black	49%
Printer Toner - <25 pages per minute (ppm)	34%
Printer Toner - >25 ppm	20%
News	32%
Metalworking Fluids:	
General Purpose Soluble, Semi-Synthetic, and Synthetic Oils	57%
High Performance Soluble, Semi-Synthetic, and Synthetic Oils	40%
Straight Oils	66%
Multipurpose Lubricants	88%
Parts Wash Solution	65%
Penetrating Lubricants	68%
Pneumatic Equipment Lubricants	67%
Slide Way Lubricants	74%
Turbine Drip Oils	87%
Water Turbine Bearing Oils*	**46%**

***products indicate newly designated Round 10 categories.** For definitions of these categories visit http://www.biopreferred.gov/ProductsCategories.aspx

USDA is an equal opportunity provider and employer.

June 2013

REGISTER OF WAGE DETERMINATIONS
UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

Diane C. Koplewski
Director

Division of Wage
Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS
ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Wage Determination No.: 1977-0209
Revision No.: 46
Date of Last Revision: 08/22/2013

State: Washington
Area: Washington Statewide

Fringe Benefits Required Follow the Occupational Listing

Forestry Industry

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
08010 - Brush/Precommercial Thinner	14.10
08040 - Choker Setter	16.89
08070 - Faller/Bucker	24.07
08100 - Fire Lookout	10.75
08160 - Forestry/Logging Heavy Equipment Operator	19.08
08190 - Forestry Technician	19.08
08200 - Forestry Truck Driver	19.08
08250 - General Forestry Laborer	14.09
08280 - Nursery Specialist	17.47
08310 - Slash Piler/Burner	10.75
08340 - Tree Climber	15.77
08370 - Tree Planter	14.10
08400 - Tree Planter, Mechanical	14.10

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.81 per hour or $152.40 per week or $660.40 per month

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

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

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

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

** NOTES APPLYING TO THIS WAGE DETERMINATION **

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

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, 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.

SOLICITATION PROVISIONS INSTRUCTIONS, CONDITIONS, NOTICES TO QUOTERS AND EVALUATION FACTORS FOR AWARD

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.arnet.gov/far/
www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.212-1	Instructions to Offerors – Commercial Items (APR 2014)
52.215-5	Facsimile Proposals (OCT 1997) Note: Fax number is 509.684.7280
52.217-5	Evaluation of Options (JUL 1990)
52.237-1	Site Visit (APR 1984)

AGRICULTURE ACQUISITION REGULATIONS (48 CFR CHAPTER 4) CLAUSES

452.204-70 Inquiries (FEB 1988)

Addendum to FAR 52.212-1

System of Award Management Requirement

No award will be made to a Contractor not registered in the System of Award Management (SAM). In addition, the Contractor's Representations and Certifications must be listed in the SAM database. Reference https://www.acquisition.gov or https://www.sam.gov/portal/public/SAM/.

Written Inquiries Via Facsimile Machine

Reference "INQUIRIES (AGAR 452.204-70) (FEB 1988)". In lieu of sending written inquiries via the postal service, potential quoters may send inquiries via facsimile machine at the phone number shown below, by referencing the solicitation number and directing the inquiry to the attention of the Contracting officer, 509.684.7280. In addition the quoter may submit their questions electronically to cvanalyne@fs.fed.us.

Technical Representative

Paul Haas is the technical representative for the work in this solicitation. His phone number is 509.447.7323. Paul is located at the Newport Ranger District.

Submittal of Quotes

Quoters shall fill out and return the Section Titled "Solicitations Representations, Certifications and other Statement of Quoters" (pages 62 through 72), along with the first four pages of the solicitation.

Faxes or emails will be accepted (with hard copy to follow) until 3:00 p.m. on the due date of this solicitation. Fax number is 509.684.7280. Email is cvanalyne@fs.fed.us. It is the quoter's responsibility to verify fax or email has been received by calling Cathy Van Alyne at 509.684.7114.

Quotes should be mailed or hand delivered to:

Colville National Forest
Cathy E. VanAlyne
765 South Main
Colville, WA 99114

End of Addendum to FAR 52.212-1.

FAR 52.212-2 Evaluation--Commercial Items (JAN 1999)

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

Quoters shall enter a price for all sub-items. There will **one** award from this solicitation.

The Government will issue an order as a result of this Request for Quotations to the responsible quoter whose quote is determined to be the best value to the Government considering both price and other factors as stated below:

A. **Past Performance**

1. **Quality of Services**: Demonstrated ability to perform services in accordance with the contract specifications. Conformance to good standards of workmanship.

2. **Customer Satisfaction**: Satisfaction of end users with the Contractor's completed services.

3. **Timeliness of Performance**: Compliance with delivery schedules; reliability, and responsiveness to technical direction.

4. **Cost Control**: Ability to complete contracts with budget (at or below); reasonableness of price change proposals submitted; providing current, accurate, and complete billings.

5. **Business Relations**: Effective management, ability to manage project involving subcontracts, working relationship with the Contracting Officer and technical representatives, reasonable and cooperative behavior, flexibility, effective Contractor recommended solutions, and businesslike concern for Government issues.

6. **Labor and Federal and State Compliance**: Compliance with federal and state requirements including, but not limited to pay issues, Migrant Seasonal Protection Act (MSPA) compliance, H2B and H2A compliance, OSHA requirements, etc.

All sub-factors of Past Performance are of equal importance.

B. **Technical**

1. **Technical Approach including Work Schedule.** How the Contractor will approach the work including workforce, skills and experience in the workforce, production rates, minimum size of crew, foreman per crew and their approach including work schedule.

2. **Safety Plan (Includes Worker Safety and Protection).** How the safety will be implemented through the life of the project. Past contracts were completed with no accidents recorded. Contractor and all subcontractors were working in accordance with established Safety Plan and/or within OSH, DOL and State Standards. The plan should include all Personal Protective Equipment (PPE) provided by the Contractor and the steps to insure all workers use the required PPE. In addition, how the plan provides for shelter to protect employees from the elements, the sanitary facilities for storing food, steps to makes sure there is adequate supply of potable water. Also, how the Contractor provides safety training to employees.

3. **Quality Control Plan**. Quality Control Plan will be evaluated on how Contractor plans to implement and carry out quality control measure throughout the life of the contract to ensure a quality product is delivered.

4. **Use of Biobased/BioPerferred Items on this Contract**. How the Contractor will use Biobased/BioPreferred products on this contract if applicable and the dollar value. Examples of Biobased/BioPreferred may be found in the attachments.

Technical sub-factor Technical Approach including work schedule is more important than the safety plan, quality control plan and use of biobased. Technical factors Safety Plan and Quality Control Plan are more important than the use of Biobased.

Past Performance and Technical are of equal importance.

C. **Price and Cost**:

The Government will also look at Cost and Price which includes considering the cost/price information entered in Section B. It is the Government's intent to determine reasonableness and the quoter's understanding of the work and the ability to perform the contract.

The Government will issue an order as a result of this Request for Quotations to the responsible quoter whose quote conforming to the solicitation will be the best value to the Government, cost or price and other factors considered as stated above.

Price is approximately equal to all technical factors combined. Award will be made to that offeror (1) whose proposal meets the technical requirements of the solicitation and (2) whose technical/cost relationship is the most advantageous to the Government. The critical factor in making any cost/technical trade-off is not the spread between the technical ratings but, rather, the significance of that difference. The significance of the spread of the ratings will be determined on the basis of what the difference might mean in terms of performance and what it would cost the Government to take advantage of it. Award may not necessarily be made for technical capabilities that would appear to exceed those needed for the successful performance of the work. The Government reserves the right to make cost/technical trade-offs that are in the best interest and advantageous to the Government.

In accordance with FSAR 4G13.106-2 preference may be given to potential vendors or suppliers if they are 8(a) or other small disadvantaged businesses.

The Government may reject any or all quotes, issue orders to other than the lowest quote, and waive minor informalities or irregularities in quotes received, or elect to not award at all. If necessary, the Government may conduct discussions with any or all quoters.

The Government may issue an order on the basis of quotes as received, **without entering into discussions** with any quoter(s). Therefore, each initial quote should contain the quoter's best terms and must speak directly to the evaluation factors listed.

Note: Those not submitting past performance information as outlined may not be considered for award.

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

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

SOLICITATION REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF QUOTERS

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.arnet.gov/far/
www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.212-3 Offeror Representations and Certifications – Commercial Items (NOV 2013)

System of Award Management Requirement

No award will be made to a Contractor not registered in the System of Award Management (SAM). In addition, the Contractor's Representations and Certifications must be listed in the SAM database. Reference https://www.acquisition.gov or https://www.sam.gov/portal/public/SAM/.

FAR 52.204-8 Annual Representations and Certifications (JAN 2014)

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

(2) The small business size standard is $7 million.

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

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

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

[ ] (i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations – Representation. This provision applies to solicitations using funds appropriated in fiscal years 20008, 2009, 2010 or 2012.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) If the acquisition value is $50,000 or more but is less than $79,507, the provision with its Alternate II applies.

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

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

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

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

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer: [*Contracting Officer check as appropriate.*]

__ (i) 52.219-22, Small Disadvantaged Business Status.

__ (A) Basic.

__ (B) Alternate I.

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

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

__ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services–Certification.

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

__ (vi) 52.227-6, Royalty Information.

__ (A) Basic.

__(B) Alternate I.

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

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

FAR CLAUSE #	TITLE	DATE	CHANGED

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

AGAR 452.209-70 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction (FEB 2012) Alternate 1 (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.

FAR 52.223-1 Biobased Product Certification (MAY 2012)

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

Government Employees, Former USDA Employees, and USDA Retirees

The offeror/quoter represents and certifies that --

A. It [ ] is, [ ] is not a current Federal Government employee.

B. It [ ] is, [ ] is not a former USDA employee.

C. It [ ] is, [ ] is not a retired USDA employee. If retired, give date of retirement:_____.

D. It [ ] is, [ ] is not related by blood or marriage to a current Forest Service employee on the Colville National Forest. If so, list employee's name and location:_____.

E. It [ ] is, [ ] is not substantially owned or controlled by a former USDA employee or retiree.

Federal Migrant and Seasonal Agricultural Worker Protection Act Registration

In compliance with the Migrant and Seasonal Agricultural Worker Protect Act (MSPA) (29 USC 1801-1872; 5 CFR 500), the offeror/quoter certifies that he/she:

[ ] Has been issued MSPA Registration Number _____.
[ ] Has applied for a MSPA Registration Number.
[ ] Has not applied for a number.
[ ] Is not required to register because the offeror/quoter does not employ anyone other than immediate family members (parents, children, brothers and sisters).
[ ] Is not required to register because the individual only engages in farm labor contracting activity on behalf of a farm, processing establishment, seed conditioning establishment, cannery, gin, packing shed, or nursery, which is owned or operated exclusively by such individual or and immediate family member.

Any employer who hires or anticipates hiring employees subject to MSPA and who anticipates bidding/quoting on a federal contract now or in the future must submit an application to obtain a registration number.

Information about Migrant and Seasonal Agricultural Worker Protection Act (MSPA) along with the application form (and other WH forms) are located at: http://www.dol.gov/whd/mspa/index.htm

Applications requesting a registration number for a Farm Forest License shall use the following forms: WH-530 Application, WH-514 Vehicle Mechanical Inspection, WH-515 Doctor's Certificate and fingerprints. The fingerprint cards cannot be downloaded; and therefore, the Farm Labor applicant must contact DOL at the number listed below to obtain the cards. In addition, other forms may be required.

Completed forms should be mailed to the U.S. Department of Labor Office, shown below.

U.S. Department of Labor
Wage and Hour Division
90th Seventh Street, Suite 13-100
San Francisco, CA 94103
Phone: 415.625.7700

Questions concerning the application should be directed to the Department of Labor office listed above.

A valid U.S. Department of Labor Registration Number must be supplied to the Contracting Officer prior to issuance of a "Notice to Proceed" with the work. Failure to provide a legitimate number within 10 days of award is grounds for termination of the contract.

Washington State Farm/Forest Labor License

In accordance with the responsibility for obtaining necessary licenses and permits (reference clause FAR 52.236-7, Permit and Responsibilities), quoters/offerors shall supply their State of Washington Farm/Forest Labor Contractor's License Number(s) in the space below.

Valid State of Washington Farm/Forest Labor Contractor's License Number(s)

_____

Information on obtaining a Washington State Farm Labor License may be obtained from:

Physical Address (Do Not Send Application Here)	**Mailing Address**
State of Washington Department of Labor & Industries Employment Standards 7273 Linderson Way SW Tumwater, WA 98501-5414 Telephone: 1.866.219.7321	State of Washington Department of Labor & Industries Employment Standards PO Box 44810 Olympia, WA 98504-4810 Telephone: 1.866.219.7321
Internet Site: http://www.lni.wa.gov/WorkplaceRights/Agriculture/FarmLabor/GetLicensed/default.asp	

Contractor's not currently having a license who are required by Washington law to be licensed, will be requested to furnish proof of having obtained a license prior to issuance of a "Notice to Proceed". Failure to provide proof of license or the exemption within 10 days of award is grounds for termination of the contract.

Data Universal Numbering System (DUNS) Number

Reference Clause 52.212-1, Instructions to Offerors – Commercial Items, paragraph (j). Quoter shall inset their DUNS number: _____

System for Award Managemetn (SAM) – Central Contractor Registration (CCR) and Certifications Application (ORCA)

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR and ORCA. There is **NO** fee to register for this site. Internet Site locations are:
http://www.acquisition.gov/
https://www.sam.gov/portal/public/SAM/

Have you registered in CCR and ORCA at the SAM site and is your registration currently valid?

☐ Yes ☐ No

What date does your registration expire? _____

If you are having problems with your SAM registration, vendors may receive assistance, free of charge, from the Small Business Administration; Procurement Technical Assistance Centers (PTACs); State economic development agencies; and local chambers of commerce. Further information may be obtained by calling the SAM Help Desk at 202.999.0501 or the Washington State PTAC at 360.754.6320.

Informational Purposes Only

Indicate whether you will use seasonal, migrant or both in performance of this proposed project:

[ ] Yes [ ] No Seasonal Agricultural Worker(s)
[ ] Yes [ ] No Migrant Agricultural Worker(s)
[ ] Yes [ ] No H2B Worker(s)
[ ] Yes [ ] No Do you E-Verify?
[ ] Yes [ ] No Indicate if you have complied with the US Department of Labor and US Department of Homeland Security processes for the H2B Worker Program.

Site Visit

Have you visited the project site? ☐ Yes ☐ No

USDA – Forest Service **EXPERIENCE QUESTIONNAIRE** ***(Ref. FSH 6309.31 and 41 USC 1)*** INSTRUCTIONS: See Box 11, Remarks, if extra space is needed to answer any questions below. Mark "X" in appropriate boxes.	1. CONTRACTOR NAME, ADDRESS, AND TELEPHONE NO.

2. SUBMITTED TO *(office Name and Address)*	3. BUSINESS ☐ Company ☐ Co-partnership ☐ Corporation ☐ Individual ☐ Non-profit Organization	4. How many years do you or your firm have in the line of work contemplated by this solicitation?

5. How many years experience in contracting have you or your business had as a (a) prime contractor ____ and/or (b) sub-contractor ____?

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

CONTRACT AMOUNT	TYPE OF PROJECT	DATE COMPLETED	NAME, ADDRESS, AND TELEPHONE NO. OF OWNER/PERSON TO CONTACT FOR PROJECT INFORMATION

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

CONTRACT NUMBER	DOLLAR AMT. OF AWARD	NAME, ADDRESS, AND TELEPHONE NO. OF BUSINESS/GOVERNMENT AGENCY INVOLVED	AWARDED *(Units)*	PERCENT COMPLETED	DATE CONTRACT COMPLETED

8a. Have you ever failed to complete any work awarded to you? ☐ Yes ☐ No
8b. Has work ever been completed by performance bond? ☐ Yes ☐ No
8c. If "Yes" to either item 8a or 8b specify location(s) and reason(s) why:

9. Organization and work that will be available for this project.

a. (1) Minimum number of employees: _____ and a(2) Maximum number of employees: _____?
b. Are employees regularly on your payroll: ☐ Yes ☐ No
c. Specify equipment available for this contract:

_____

_____

d. Estimate rate of progress below (such as 2.0 acres/man/day):
(1) Minimum progress rate: _____ and (2) maximum progress rate: _____

10. List below the experience of the principal individuals of your business:

INDIVIDUAL'S NAME	PRESENT POSITION	YEARS OF EXP.	MAGNITUDE AND TYPE OF WORK

11. List all the equipment (including vehicles) you plan to use on this contract. Provide a detailed description of the Equipment including your maintenance plan.

12. Contractor Inspection. Describe Contractor Self Inspection Procedures which you will use to insure quality for this contract.

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

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

EVALUATION QUESTIONNAIRE (Continued)
ANSWERS MUST BE RETURNED WITH QUOTE FOR CONSIDERATION
On a Separate Piece of Paper Address the Following Questions.

Quoters **must respond** to the following to receive full consideration for award. Complete this Questionnaire in entirety and provide a separate proposal that addresses the following questions. Please make your answer as comprehensive as possible.

Past Performance. Fill out the Questionnaire on pages 67-68. Provide a listing of work completed by the business for the past three years which is closely related to this project. Include the type and scope of work, general location, dates of performance, who you worked for, the name of their contact person and their phone number. In addition, list all contracts in the last three years which you had State or Federal compliance issues (examples, but not limited to pay issues, Migrant Seasonal Protection Act (MSPA) compliance, H2B or H2A compliance, OSHA compliance etc.). List explanation of the circumstances, including what action you took to avoid a reoccurrence.

Technical Proposal

1. **Technical Approach including Schedule.** How the Contractor will approach the work including workforce, skills and experience in the workforce who will work on the contract, their proposed production rates including work schedule, minimum size of crew, who will the foreman be per crew and approach for assuring contract completion.

2. **Safety Plan Including Worker's Safety and Protection.** Explain your safety plan for this work. Include the safety training you provide to your employees. Also include if you had any problems in the safety area in the past, how you fixed the problem and how you will prevent them from happening on this project. Provide details on your worker protection practices with regard to wage and payroll standards, motor vehicle safety, housing, worker training in the safe options and use of equipment. The plan shall list the personal protective equipment (PPE) that you provide for your employees at no cost to them. How often the PPE is inspected to insure that it is not defective or damages. What steps do you take to insure that your workers use the required PPE on the worksite. What steps are taken if an employee is found to be working without the required PPE.

3. **Quality Control Plan.** Describe your Quality Control Plan. The plan must demonstrate how you will assure that quality of performance meets the objectives and requirements of the contract. It shall include how quality will be monitored to assure performance standards are met; howev the work will be sueprvised; and how results of monitoring will result in quality performance and a quality finished product

4. **Use of Biobased Products** Biobased Products are determined by the U.S. Department of Agriculture to be commercial or industrial product (other than food or feed) composed, in whole or in significant part, of biological products, including renewable domestic agricultural material (including plant, animal and marine materials) or forestry materials. **BioPreferred** are biobased items the USDA has designated as "preferred" for purchase. It meets or exceeds USDA – established minimum biobased content requirements. An example of BioPreferred products is listed in the attachment section of this solicitation. The quoter shall list all the biobased products they will use on this contract and the estimated dollar value.