

REQUEST FOR QUOTATION (4/98)		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET- ASIDE	PAGE OF PAGES 1
(THIS IS NOT AN ORDER) *			
I. REQUEST NO. RFQ AG-05G1-S-15-0002	2. DATE ISSUED 9/9/2014	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT.DEF. RATING UNDER BDSA REG. 2 -- --> AND/OR DMS REG. 1

5a. ISSUED BY USDA, Forest Service Colville National Forest 765 South Main Colville, Washington 99114	6. DELIVER BY (Date) Reference Specifications Contract Time: See Specifications Estimated start date: See Specifications
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5b. FOR INFORMATION CALL (NO COLLECT CALLS)		7. DELIVERY
NAME	TELEPHONE NUMBER	<input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)
	AREA CODE NUMBER	

Cathy E. Van Alyne, Contracting Officer Nikole Waller Technical Representative	509 684-7114 509 446-7500	9. DESTINATION Colville National Forest a. NAME OF CONSIGNEE Newport Lake Ranger District
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8. TO:		b. STREET ADDRESS
a. NAME	b. COMPANY	315 North Warren
c. STREET ADDRESS		c. CITY Newport
d. CITY	e. STATE	f. ZIP CODE Washington 99156

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE September 23, 2014 3:00 P.M.	IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This Request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.
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11. SCHEDULE (Include applicable Federal, State and local taxes)
Calispel Creek Tree Marking Services, Newport Ranger District, Colville National Forest

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Insert your price on pages 2 through 4.				

BASIS OF AWARD: One or more contracts will be awarded, by item, to the Offeror(s) providing the best over-all value to the Government. Past performance, experience, capacity and technical ability to meet the requirements, price and other factors will be considered in evaluation for award.

Return pages 1 through 4 and 56 through 66 when submitting your quotes. Return to the address shown in block 5A. On your enclosed sealed envelope, please write RFQ AG-05G1-S-15-0002 due September 23, 2014.

DUNS Number _____ [See Representation, Certifications and Provisions (FAR 52.204-6)]

Procurement will be accomplished under Simplified Procurement procedures. All responsible and qualified sources may submit a quotation. Quotations submitted are considered to be confidential. The name of the Contractor and the amount of the contract will be disclosed only after an order has been issued.

12. DISCOUNT FOR PROMPT PAYMENT ----->	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
	XXXXXXXXXX			NUMBER	PERCENTAGE

NOTE: Additional provisions and representations are are not attached.

13. NAME AND ADDRESS OF OFFEROR			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER		15. DATE OF OFFER
a. NAME			16. SIGNER		b. TELEPHONE ()
b. STREET ADDRESS					
c. COUNTY			a. NAME (Type or print)		c. TITLE (Type or Print)
d. CITY			e. STATE		
f. ZIP CODE					

This contract will be an Indefinite Deliver Indefinite Quantity (IDIQ). This contract is intended to provide the Government flexibility to order tree marking services as need arises and as funding is available. It is not possible to determine the actual requirements during the contract period; the Government cannot specify any definite quantity of services. Actual quantity and time frame when task orders (or work orders) will be placed will vary. The Schedule is for the purpose of pricing task orders as well as the initial evaluation and negotiations of the contract. **Quoters shall insert sub-unit prices on all items. If Quoters do not quote on all sub-units, the Government may elect not to consider their quote.**

PART 1 – THE SCHEDULE
SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS SCHEDULE OF ITEMS

ITEM NO.	SUPPLIES/SERVICES	Estimated QTY	UNIT	UNIT PRICE	AMOUNT
	Calispel Creek Tree Marking Services Newport Ranger District				
A1	Tree Marking				
A1.1	Tree Marking 12-30 TPA 10 – 60 % Slope Marke, Leave or Cut Trees	50	Acre	\$ _____	\$ _____
A1.2	Tree Marking 31-60 TPA 10 – 60 % Slope Mark, Leave or Cut Trees	200	Acre	\$ _____	\$ _____
A1.3	Tree Marking 60 + TPA 10-60 % Slope Mark, Leave or Cut Trees	250	Acre	\$ _____	\$ _____
	TOTAL for Item A1	500	Acre		\$ _____

Restoration units, to compensate the Contractor for tracking clumps, installing gaps and providing clump and gap data (size and location) the following price per acre will be paid in addition to the unit price.

	Restoration Units	Estimated Quantity	Unit of Measure	Unit Price	Total Price
A2	Clumps and Gaps	300	Acre	\$ _____	\$ _____
	TOTAL for Item A2			\$ _____	\$ _____

	TOTAL for Items A1 and A2			\$ _____	\$ _____
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Access to some work units may require a walk-in distance of up to 3 miles round trip. The following are prices to compensate the Contractor for work on such "walk-in" units when the round trip exceeds 1.5 miles.

	Walk-In Rate per Crewperson per Hour when distance exceeds 1.5 miles.		
A.3	Walk-in-Rate per Crewperson per Day	\$ _____	Per crewperson per walk-in day

Estimated Quantity

The amounts shown on the schedule of items are estimated and Contractor shall be paid for actual work performed. This is an indefinite deliver indefinite quantity (IDIQ) contract. Reference FAR 52.216-18, FAR 52.216-19 and FAR 52.216-22 in Section I and F.

The Government will place task orders (and work orders against the tasks orders) based on funding, prescription, and priorities of the Government. The unit pricing listed in the schedule of items will be also the unit pricing used on the task orders. The Contractor will be paid for actual work ordered, completed and accepted up to the ceiling price on the task order.

For evaluation purposes for award, the Government will apply the quoters's proposed fixed unit prices to the estimated quantities listed in the schedule of items and will add other direct cost if applicable.

The Government will award the contract with a ceiling price (not to exceed). Work will be guided and defined by work orders by the Contracting Officer. (Reference Section F)

All work on the Middle Fork Units must be completed before November 15, 2014. (Note: At time of issuance of the solicitation, it is estimated the Middle Fork work will consists of 200 acres.) Depending on weather, work may start in the other units this field season. It is estimated the work will start the beginning of October. Quoters must insert the number of days they will completed the estimated quantity in their technical proposal.

Quoters are strongly encouraged to visit the work area. Often, only by direct observation of the conditions on the ground can potential quoters accurately determine all factors affecting costs and pricing.

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.

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.

AGAR 452.216-73 Minimum and Maximum Contract Amounts (FEB 1988)

During the period specified in FAR clause 52.216-18, ORDERING, the Government shall place orders totaling a minimum of \$20,000, but not in excess of the ceiling price.

AGAR 452.216-74 Ceiling Price (FEB 1988)

The ceiling price of this contract is \$24,900. The Contractor shall not make expenditures or incur obligations in the performance of this contract which exceed the ceiling price specified herein, except at the Contractor's own risk.

Technical Proposal

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

Funding

Funding may not be available for this contract.

SECTION C – PERFORMANCE BASED STATEMENT OF WORK

General Specifications

A. Scope of Contract and Statement of Work

This contract is for tree marking services on the Newport Ranger District. The awarded contract will be an Indefinite Delivery Indefinite Quantity (IDIQ) contract. This contract is intended to provide the Government flexibility to order tree marking services as need arises and as funding is available. It is not possible to determine the actual requirements during the contract period; the Government cannot specify any definite quantity of services. Actual quantity and time frame when task orders (or work orders) will be placed will vary.

The end result required under this contract is to mark trees in harvest units to the standards included in the marking guides and provide data related to the marking such as marking check plot data, the location and size of openings/gaps and number of large and medium clumps (groups of leave trees).

All work in the Middle Fork units must be completed in before November 15, 2014. The Government may issue work orders for the other units this 2014 Field Season, prior to seasonal shutdown. It is estimated work may be started the first week in October.

The performance based services covered in this solicitation and resultant Indefinite Delivery Indefinite Quantity contract requires the Contractor to furnish all labor, quality control, equipment, supervision, transportation, operating supplies, and incidentals, except those items, if any, listed as Government Furnished Property.

B. Personnel Qualifications

The following **MINIMUM** combinations of experience and education are required for crew leaders and inspectors* (See Key Personnel clause located in Section H).

The following **MINIMUM** combinations of experience and education are required for crew leaders*. A season equates to greater than 90 days.

- (a) Minimum 2 seasons experience with no additional Forestry education.
- (b) Minimum 1 season experience with 1 year Forestry technician student in a formal forestry studies program.
- (c) Minimum 0 seasons experience with 3 years Forestry student in a formal forestry studies program.

*A “crew leader” is the individual responsible for field operations in accordance with the accuracy standards. Crew leaders shall have a minimum of 100% of experience marking timber. A crew leader may also serve as the inspector as required for Contractor self-inspection (see Section E).

An “inspector” is the individual responsible to insure contract specifications are being met.

Location and Descriptions

A. Project work areas are located on the Newport Ranger District of the Colville National Forest.

The project area is located in Pend Oreille County, Washington State in the Newport Ranger District of the Colville National Forest. Work units are located in T32N, R42E, Sections 17, 36 and T32N, R43E, Sections 28, 29, 30, 31, 32 and 33, T31N, R43E, Sections 5 and 6 on the Newport Ranger District. Slopes range from 5% to 70%. The average slope is 35%.

See attached Vicinity maps for approximate location for planned treatment units. Site-specific maps and legal description will be furnished with each work order.

B. Accessibility. The project area may be reached by forest roads that are accessible by standard pickup during the normal operating season (May 15 through November 15). The Forest Service assumes no obligation to plow snow or provide special maintenance to keep roads open. The Contractor may plow snow with written authorization of the Contracting Officer. The Contractor shall follow the District's guidelines for snowplowing.

An ORV trail accesses some of the Middle Fork Units. This trail is also accessible by high clearance vehicles. A combination for the gate at the trailhead will be provided. The Middle Fork of Calispell County Rd 2022 and the North Fork Road FS Rd 4347 will be closed to highway vehicles from December 1st, 2014 to March 31st 2015.

Foot travel to and from areas 0.5 to 1.5 mile will be common. Occasionally distances in excess of 1.5 miles will be required.

Seasonal road closures may necessitate scheduling by the Contractor in order to obtain access to the area. District Travel Maps are available upon request from the District Office. Roads located behind CFR closures will require permission for vehicle access. Roads behind closures will not be maintained by the Forest Service for vehicle travel.

Motorized Equipment

Use of motorcycles or 4- wheelers, will not be permitted off designated roads or to access areas behind gates and barriers in the project area without approval of the Contracting Officer or as hereinafter provided.

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. Secretary 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).

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. 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.

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. The Inspector's authorities are strictly limited, not to exceed the authority to issue a Contractor a Notice of Non-compliance.

“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 plans; (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 Definitions

100% - The cruise code for a 100% cruise, where every tree is measured and graded.

3P Cruising - System of cruising where each tree is visited and has height or volume estimated. Using that estimate the Probability Proportional to Prediction method is used to identify cruise trees.

Area Based Cruise - Any cruise system that uses acreages for volume expansion, such as PCMTRE or fixed plot.

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

Basal Area - The square foot of a tree, based on its DBH.

BAF: Each tree, regardless of its diameter, represents a constant basal area per acre. Basal Area Factor is used to convert stem count per acre to basal area per acre.

Bole – A tree stem that has grown to substantial thickness; generally capable of yielding sawtimber, veneer logs, large poles or pulpwood.

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

Check Cruiser - A designated qualified cruiser selected to inspect timber sale cruises and recommend acceptance or identify necessary corrective action.

Conifers - Douglas-fir, ponderosa pine, lodgepole pine, western larch, Englemann spruce, subalpine fir, western redcedar, western hemlock, white pine and grand fir.

Conk – The fruiting body of a fungus denoting the presence of rot. The conk may be of various shapes and sizes.

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.

Cruise Tree Data Card - Pre-printed form used to record cruise data.

Cruise Plan - The plan of the cruise which defines populations to sample, sampling methods to use, strata's, sampling groups, and the timber sale sampling error

Cull Log - Any tree or log not meeting specified product requirements, which is less than 40% sound.

Cultured Superior Tree - Tree that has had the vegetation and trees cut and cleared in a circular area surrounding the Superior Tree. Also referred to as "Genetic 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.

Defect - Any imperfection or void occurring in and affecting the quantity of products for which the log is being cruised.

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.

Diameter - The average diameter, inside the bark, at the upper end of the tree length or log segment.

Diameter Tape - A circumference tape measure graduated so that the diameter may be read directly when the tape is placed around a tree bole. This measurement is rounded to the next lower tenth of an inch.

DIB - Diameter Inside Bark

Defect - Any imperfection or void occurring in and affecting the quantity of products for which the log is being cruised.

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.
- C) Trees with off-color foliage
- D) Trees infected with root rot
- E) White pine infected with blister rust
- F) Trees otherwise exhibiting a generally unhealthy appearance

DOB - Diameter Outside Bark.

FIX - The cruise designation for a fixed plot cruise.

Forked Tree - A division in the tree that results in two or more stems growing from a single stump.

GPS - Global Positioning System is a method using signals transmitted from satellites to GPS ground receivers to determine acres.

Gross Volume - Total volume including defects

Half Log - The top log of a tree equal to 8.5 feet (8 feet plus 0.5 feet of trim) in length.

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

Hardwoods - alder, aspen, birch, cottonwood.

Healthy Tree - a tree free of insects, disease, physical or mechanical damage which exhibits a vigorous crown, straight stem, and vigorous growth.

Height - The measured length of the stem from a specified point at or near the ground to a specified point higher on the stem.

ITM - Individual tree mark

KPI - Is estimated volume of Individual Tree (3P).

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.

Limiting Distance - The maximum distance a tree can be from the plot center and still be considered "IN" on the plot.

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

Log - A segment of a tree equal to 16 feet in length plus 0.5 ft of trim.

Log Products - There are three log product designations:

- (Grade) 1 = saw timber
- (Grade) 8 = non-saw timber
- (Grade) 9 = cull log

Log Height - The measured length of the bole from 1-foot above the forest floor (stump height) to the merchantable top and recorded in number of 16' logs.

LTM - Leave tree mark

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.

National Cruise (NCS) - Computer program, which creates timber sale reports.

Net Volume - The final volume remaining after all deductions for defects from gross volume have been made.

Non-Saw Timber - Trees or logs that do not meet the requirements for saw timber but still meet requirements for Firm-Wood Fiber or better logs. Each log must have a minimum of 40% sound wood content to meet non-saw requirements.

PCMTRE - The cruise acronym for Point Count/Measure Tree; a variable plot cruise, where some of the trees on the plots are measured and others are only counted.

Plot - Term used with fixed area or point sampling where tree tally is determined.

PNT - The cruise acronym for a variable plot cruise (Point), where all of the plots are measured.

Reconnaissance: Temporary stoppage of unit flagging to determine the desirable location of the flag line based on the layout adjustments stated in the Technical Specifications.

Relaskop - Instrument used to measure tree heights, slope angles, and as an angle gauge in point sampling.

Riparian Zone - The area approximately 100 feet from the edges of all perennial streams, lakes and other bodies of water.

Road Prism - The area between the outside edges of the fillslope and the backslope.

Sample Tree Cruising - System of cruising where each tree is visited and compared to a random number table to identify cruise trees.

Saw Timber -: Any tree or log which is suitable for the production of lumber or veneer to an amount of not less than 40% of the gross cubic foot volume.

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].

Stand: An aggregation of trees or other growth occupying a specific area and sufficiently uniform in composition (species), age arrangement and conditions as to be distinguishable from the Forest or other growth on adjoining areas.

Stump Height - Considered to be 1-foot above the natural forest floor on the high side of the tree.

STR - The cruise acronym for a Sample Tree cruise, where all of the trees are counted, but only some are measured.

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

Total Tree Height - The measured length of the bole from 1-foot above the forest floor (stump height) to the tip of the leader.

TPA - Trees per acre.

Treatment Units (also referred as Units) - Areas to be layed out, marked and/or cruised by the Contractor. They include saw timber and biomass removal units, hand thinning units, under burning units, or areas of other treatment shown on the Project Treatment Map.

Wildlife Tree - Two green conifer trees per acre that are eight inches or larger DBH and three snags per acre which are retained to meet wildlife needs.

Visible Defect - Defect that is proven by the existence of visible indicators.

Government-Furnished Property

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	Property Description	When
Tree Marking Paint	Quart cans of Forest Service tree marking tracer paint.	With Work Order where painting will be required. Paint will be issued to the Contractor for periods up to but not exceeding 5 days. Paint will be transferred to the Contractor using the Forest Service inventory form. Paint guns will NOT be furnished by the Government. Paint will be water clean up paint. See Time of Delivery and Contractor' Responsibility.
Work maps and marking guides.	Maps showing proposed unit polygons.	With Work Order.
Access behind locked gates	Some areas are closed with CFR closures and may require a permit and/or key	With work order requiring special access

Time of Delivery and Contractor's Responsibility of Government Furnished Property

Paint will be furnished in quarts and paint for corrections (black) will be furnished in aerosol or quart cans. Paint guns will **not** be furnished by the Government. Paint will be water cleanup paint.

All blue, orange, black, yellow or white tracer paint will be transferred to the Contractor for periods **not to exceed (5) five days** (Monday through Friday unless other arrangements are made with the Contracting Officer). Paint will be issued by agreement, either by Forest Service delivery to a point with vehicle access and/or the Contractor may make arrangements to pick up paint at the appropriate Ranger Station.

It is expected that marking paint will only be issued to the Contractor when active tree marking is planned by the Contractor. Paint will be issued to, and signed for, by a Contractor designated paint custodian. The Contractor will be required to designate this paint custodian prior to receiving the first delivery of paint. The Contractor shall not change paint custodian designation on a bid item until all paint transferred to a custodian has been returned to the Forest Service and the paint transfer form has been filled out and all paint accounted for. The form shall be used to document **ALL** paint transfers, to and from, the Contractor's paint custodian, which shall include transfers to and from the Contractor's employees to accomplish work under this contract, and to and from the Forest Service.

The Contractor must keep any paint, not in use, secured by a locking system agreed to by the Forest Service. All full, partial, and empty paint cans shall be returned to the Contractor's lock security facility at the end of each day, and to the Forest Service at the end of each check out period. The Contractor shall fill in the appropriate slots of the form, each time paint is checked in or out, and will be accountable for all cans of paint on a daily basis.

The Government will conduct and document inspections on the Contractor's compliance with the daily accounting requirements and paint security during each site inspection. A minimum of one inspection per week will be made when there is active unit boundary painting. This inspection is in addition to those made when paint is checked out and returned. A search for any missing paint will be conducted immediately by the Contractor and the Forest Service. Failure to daily account for and/or return the correct amount of full, partial, or empty paint cans will result in immediate suspension of work, until paint accountability is resolved.

The Contractor must return all paint (full, partial and empty cans) to the Forest Service if the Contractor has a changes of plans by which no tree marking work is planned for periods exceeding (4) four consecutive days. Failure to properly account for paint shall be considered contract default and cause for termination and may be cause for criminal investigation.

All items, except Paint listed above shall be furnished by the Contracting Officer as designated for each work order with three work days advance notice in writing by the Contractor to the Contracting Officer. All items shall be picked up by the Contractor at the Ranger Station so designated in each work order or as agreed to by the Government.

Contractor Furnished Critical Items and Services

A. 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.

B. The Contractor shall show proof that his/her personnel meet the criteria under Personnel Qualifications.

C. The Contractor shall provide a Quality Control Plan (QCP) in their proposal as described in the in Section E. 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, and other associated tasks, and using an unbiased sample of work and determining actual quality percentage.

D. The Contractor shall furnish equipment, supplies, labor, and tools necessary for compliance with field procedures herein. Suggested items include, but are not limited to the following.

- (1) Paint guns.
- (2) GPS Unit/Receiver
- (3) Notebook and Indelible Ink Markers or Grease pencils
- (4) Diameter tape

E. The Contractor must provide a weekly schedule (reference Section F.)

F. The Contractor shall make maximum use of biobased/biopreferred products on this contract as applicable and as in FAR 52.223-2 Affirmative Procurement or Biobased Products under Service and Construction Contracts located in Section I.

Contractor 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
Schedule of Work	Two days (or sooner) after the prework and before starting work
Safety Plan (including safety training)	Prior to Work Starting
List of all Personal Protective Equipment	Prior to Work Starting
Quality Control Plan	Prior to Work Starting
Notification of Subcontracting	Prior to Subcontractor Starting Work
Camping Permit	Before Camping
Fire Plan	At the Prework and before starting Work
Road Use Permit (if required)	Prior to Using Any Road Under Permit
Biobased or BioPreferred Products	At the Prework or two days after the prework and before starting work.
Release of Claims Form	Prior to Final Payment

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	Acceptable Quality Level (ACL) and Government Method of Assessment	Incentives and Deductions for Meeting the Standard
Tracer Paint	Secure paint as stated in this solicitation/ contract. Full, partial and empty cans must be returned to the	ACL is 100% Contractor records and return paint cans to the Government	Incentive: Good Performance Rating and No Termination Deduction: Termination for Default

	Government		
Painting of Trees	<p>All Cut Tree Marked/Leave Tree Marked units will be identified:</p> <p>Cut/Leave trees shall be marked with a 2" wide band completely around the tree between 4.5 and 6 feet above ground level 0 with a stump marked at ground level on the downhill side.</p> <p>Paint must be highly visible.</p>	<p>ACL is 95% of all marked trees</p> <p>Random Visual Sampling.</p> <p>COR or Inspector conducts random reviews.</p>	<p>Incentive: Good Performance Rating. No Reworks</p> <p>Deduction: <95% quality requires re-work Poor Performance Evaluation</p>
Selection of Trees	<p>All trees which meet the intent of the marking prescription and or guide</p>	<p>ACL is 95%</p> <p>Random Visual Sampling</p>	<p>Incentive: Good Performance Rating. No Reworks</p> <p>Deduction: <95% quality requires re-work Poor Performance Evaluation</p>
Safety Plan	<p>Written plan shall be provided containing all the elements</p>	<p>ACL is 100%</p> <p>COR Reviews</p>	<p>Incentive: Good Performance Rating</p> <p>Deduction: Poor Performance Evaluation</p>
Quality Control	<p>Contractor maintains good quality control on all aspects of operation including tree handling, preparation and</p>	<p>COR or Inspector randomly observe operations.</p>	<p>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</p>

	planting. Actions not consistent with contract specifications are corrected per Contractor's QCP.		corrective action immediately and result in adverse performance evaluation.
Work Plan Schedule, Weekly Schedules, and Communications	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 to default and may result in termination for cause including assessment of procurement costs and result in adverse performance evaluation.

Technical Specifications Tree Marking:

Tree marking shall involve designation of Cut Trees (ITM) or Leave Trees (LTM) and will be identified based on a marking guide included with each work order. The Contractor shall only use Government Furnished paint.

A. General Information: Most areas are being treated by variable density thinning. The majority of the units will be leave tree marked. There are multiple basal area targets with the average basal area target usually around 100 sq. ft/ac. Restoration units require a specific number of large clumps (11-20 trees) and medium clumps (6-10 trees) retained in groups. Restoration units usually require openings/Gaps. These are areas where few leave trees are retained. The size and location of these Gaps will be determined by the Contractor based on criteria in the marking plan. Units have limits on the size of the openings. For example openings larger than 2 acres will have a minimum retention requirement of 20 Trees Per Acre. Experience with complex marking guides is required. Paint will be provided by the Government. There are approximately 500 acres of marking.

B. All trees in ITM harvest units must be marked with blue tracer paint. Cut trees shall be painted with a solid band of paint which encircles the tree. The band shall be horizontal, 2 inch wide and between 4 and 6 feet above the ground as measured on the uphill side and encompass 100% of the tree circumference. The stump mark shall be a concentration of paint in the form of a horizontal stripe approximately 6 inches long and 2 inches wide on the base of the tree at ground level on the

downhill side. Stump marks shall be concentrated in cracks or crevices on the stump as much as possible.

C. All trees in LTM harvest units shall be marked with orange tracer paint. Leave trees shall be painted with a band of paint which encircles the tree. The band shall be horizontal, 2 inch wide and between 4 and 6 feet above the ground as measured on the uphill side and encompass 100% of the tree circumference. The stump mark shall be a concentration of paint in the form of a horizontal or vertical stripe approximately 6 inches long and 2 inches wide on the base of the tree at ground level on the downhill side. Stump marks shall be concentrated in cracks or crevices on the stump as much as possible.

D. Painting must be done in accordance with manufacturer's direction.

E. Paint marks shall be highly visible.

F. Where it is necessary for the Contractor to make changes in trees originally marked, the Contractor shall completely obliterate any blue or orange markings with black paint as supplied by the Government, with no pay adjustment.

G. The Contractor must keep count of the total number of trees marked and number of cans and batch (lot) number of paint used for each unit on the Paint Issue/Inventory form. This information must be turned into the Contracting Officer when the marking has been completed on each unit. Reference clause titled "Time of Delivery and Contractor's Responsibility of Government Furnished Property."

H. Trees previously marked, that require black out, shall completely be obliterated of any blue or orange or yellow marks including stump marks.

I. Diameter limit marking includes marking trees within specified diameter classes. Diameter tapes will be used to determine if the tree is to be marked.

Measurement and Payment

A. Measurement – Tree Marking

The unit of measure will be by the number of trees marked per acre and number of acres marked.

B. Payment – Tree Marking

The price listed in the Schedule of Items will be the basis for payment for accepted work. No payment will be made for unacceptable work.

Payment will be based on Government formal and visual inspections documenting acceptable work by the Contactor. Payment rate will be the price listed in the Schedule of Items. No payment will be made for unacceptable work and no partial payment will be made.

BioBased Products

The Contractor must comply with Section 9002 of the Farm Security and Rural Investment Act of 2002 (FSRIA), Executive Order (EO) 13423, “Strengthening Federal Environmental, Energy, and Transportation Management,” and the Federal Acquisition Regulation to provide biobased products.

The Contractor shall utilize products and material made from biobased materials (e.g., insulating foam, composite panels, and concrete and asphalt release fluids) to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user. All supplies and materials shall be of a type and quality that conform to applicable Federal specifications and standards. All supplies and materials to be used in the performance of work described herein are subject to the approval of the Contracting Officer.

The following is an example list of products that may be used in this contract for minor construction for which biobased products are available. The list is not all inclusive. It is desirable that vendors be able to supply the greatest number of biobased products listed meeting the health and environmental specifications.

- | | |
|-------------------------------------|---------------------------|
| Graffiti and grease removers | Insulating foam |
| Concrete and asphalt release fluids | Fluid-filled transformers |
| Wood and concrete sealers | Composite panels |
| Adhesive and mastic removers | Carpets |
| Roof coatings | Hydraulic fluid |
| Water tank coatings | |

Biobased products that are designated for preferred procurement under USDA’s BioPreferred program must meet the required minimum biobased content as stated in the USDA Final Rule available at www.biopreferred.gov. The Contractor should provide data for their biobased products such as biobased content and source of biobased material (i.e. particular carpet).

In addition to the biobased products designated by the U.S. Department of Agriculture in the BioPreferred Program, the Contractor is encouraged to use other commercially available biobased products.

The Contractor shall submit with the initial proposal a complete list of biobased products, indicating the name of the manufacturer, cost of each material, and the intended use of each of the materials that are to be used in carrying out the requirements of the contract.

The Contractor shall comply with the provision at FAR 52.223-1, Biobased Product Certification.

The Contractor shall comply with the clause at FAR 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

NOTE: A Contractor may propose more than one product within a product category and/or propose a product or products addressing more than one product category.

The product guides which define standard operating procedures for instructing staff in the proper use, storage, and disposal of biobased products; proper maintenance of equipment; and other procedures/instructions to accomplish work under this contract.

The Contractor shall provide data on the quantity and dollar values of biobased products used in this contract. The data will be submitted to the Contracting Officer quarterly.

A demonstration of proper use, an effective training program, and technical assistance are essential to the success of the purchase and use of some biobased products that may function differently than a conventional product. Therefore we will look for a Contractor who will 1) demonstrate products, and 2) when selected, offer any necessary training to all of the construction staff and 3) be available with technical assistance to trouble shoot problems.

SECTION D – PACKAGING AND MARKING

{For this Solicitation, there are NO clauses in this Section.}

SECTION E – QUALITY ASSURANCE SURVEILLANCE PLANS

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/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-1 Contractor Inspection Requirements (APR 1984)

52.246-4 Inspection of Services--Fixed-Price (AUG 1996)

Contractor Quality Control Plan

A. **Quality Control Plan.** The Contractor shall provide a Quality Control Plan (QCP) as part of this Technical Proposal. 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 of Services (FAR 52.246-4) paragraph (b), prior to requesting the Government to inspect for payment or acceptance. The Contractor shall contact the Contracting Officer to set a mutually agreed upon date for inspection of completed work.

Government Quality Assurance Surveillance Plan and Acceptance Requirements

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 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. **Acceptance.** Acceptance of the work under the contract will be made after steps in (a) above have been taken and the Contracting Officer has made the determination of satisfactory compliance with the specifications. Acceptance will take place once all work and final payment has been accepted. Acceptance will not be made for segments broken by unacceptable portions of work.

Inspection, Reinspection and Acceptance

A. Compliance Inspection

The Contracting Officer may, by formal inspection, determine if the specified methods of work have been used. Failure to use specified methods shall require prompt corrective action. Failure to take prompt and satisfactory corrective action may be cause for termination of Contractor's right to proceed and the contract considered in default/cause.

Work shall be inspected as Treatment Unit or groups of Treatment Units assigned in the Task Order. Quality and pay rate shall use the same groups.

B. Inspection Procedures

1. Tree marking will be accepted on the basis of formal and visual inspection by the Contracting Officer through the Contracting Officer's Representative or designated inspector. Random plots will be placed throughout the unit in an unbiased manner. The number of plots will vary depending on unit size and complexity of the marking. Variable plots will be used to inspect the work on the unit or work group. Satisfactory marking will be determined using the formula under paragraph titled "Determination of Acceptable Work". Each formal plot will determine acceptance based on quality of painting of trees and if trees selected meet the adjective of the written marking guide and the prescription. This will constitute a minimum inspection for determining satisfactory performance.

2. Whenever administratively practical, inspections will be done weekly as the work progresses.

3. All handwritten work will only be accepted if completely legible.

4. The Contractor shall notify the Contracting Officer when work commences and shall keep the Contracting Officer informed of any changes in the Contractor's work schedule. Government inspection will take place after Contractor's self inspection.

5. Contractor self inspection shall be done in accordance Contractor's Quality Control Plan and FAR Clause 52.246-4, Inspection of Services.

A. Contractor shall provide and use an inspection system acceptable to the Government.

B. The Contractor shall make periodic inspections while marking and cruising is in progress to assure work is proceeding satisfactorily. Records of the inspection shall be maintained for the life of the contract and shall be available to the Contracting Officer upon request.

C. Determination of Acceptable Work - Tree Marking Inspection:

1. The inspections will be made via a series of fixed or variable plots.

2. At each inspection plot, the Government will determine the following:

- Total trees on the plot
- Total numbers of acceptable trees
- Total number of unacceptable trees

3. The total number of unacceptable trees divided by the total number of acceptable trees tallied trees on the inspection will determine the percentage of unsatisfactory work. 100% minus percentage unsatisfactory work = percent satisfactory work.

$$\frac{\text{Number of unacceptable trees}}{\text{Number of acceptable trees}} \times 100 = \% \text{ Unsatisfactory work}$$

$$100 - \% \text{ Unsatisfactory work} = \% \text{ Satisfactory work}$$

D. Unsatisfactory Work – Tree Marking

If the percentage of satisfactory work falls below 95%, a notice of non-compliance will be issued notifying the Contractor in writing of the deficiency and order him or her improve the quality. The Contractor will be required to revisit the work sites to bring them up to the 95% minimum acceptable standard within four consecutive workdays after receipt of the Notice of Noncompliance from the Contracting Officer's Representative of unsatisfactory work, or the Contracting Officer may terminate the Contractor's right to proceed and consider the contract to be in default. Repeated failure to perform work (two re-works) at 95% for acceptable work may be considered cause for contract termination and default action.

E. Re-Examination Upon Contractor's Request

If the original inspection results are not acceptable to the Contractor, a reinspection may be requested in writing. The same inspection procedures will be followed, but different plots or trees will be measured. If the reinspection confirms the original inspection as not meeting standards, the Contractor shall reimburse the Government for actual costs incurred for making reinspection. The Contractor shall redo up to two re-works on all the work that does not meet standards.

SECTION F - DELIVERIES OR PERFORMANCE

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/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.242-14 Suspension of Work Order (APR 1984)

AGAR 452.211-75 Effective Period of Contract (FEB 1988)

The effective period of this contract is from date of award through October 31, 2015.

Note: Middle Fork units are required to be done by November 15, 2014.

Ordering for This Project

A. Services to be provided hereunder will be ordered by issuance of a written delivery/task order using form Order for Supplies or Service, OF-347 or approved Contracting Officer form. Each delivery/task order will reference this contract and will be subject to all the terms and conditions herein. Each delivery/task order will contain the following information.

1. Delivery/Task Order and Contract Number
2. Date of Order
3. Services, Quantity and Prices
4. Delivery Date
5. Delivery Location (road numbers, mile posts, and single or two lane road designation) and Vicinity Map.
6. Job Code
7. Ceiling Price if applicable.

B. Delivery/task orders will be issued at the price awarded on this basic contract and shall be firm-fixed price.

C. The following individuals may place orders against this contract:

Contracting Officer

Work Order

Based on the nature of this work, the actual quantity of work will not be known until work is completed; therefore, the amount awarded will be considered a Not-to-Exceed price (or ceiling price). This amount shall not be exceeded without written approval from the Contracting Officer. If there is no approval to exceed the ceiling price from the Contracting Officer, the Contractor shall **not** make any expenditures or incur obligations in the performance of this contract which exceeds the ceiling price specified herein, except at the Contractor's own risk. The Contractor is responsible for tracking all quantities and costs, and invoicing in accordance with the line items and prices established on the schedule of items. The Contractor will be paid for actual quantities of work performed and ordered up to the ceiling price.

The Government will be issuing the Contractor work orders throughout the contract to assist in tracking the contract price. The Contracting Officer or the Contracting Officer Representative is authorized to place work orders against the task order.

The work orders will have completion date based on the Contractor's proposal and minimum rate of progress listed above. The Contractor must start the work on the work order within 5 calendar days from the date issued.

Individual Work Order Performance Time

Work order performance time shall be negotiated based on the criteria used below. Notice to proceed (NTP) dates shall be assumed to effective 5 calendar days from the Contractors receipt of the work order information materials. This time includes Contractors time for travel to visit the individual sites and negotiate, using the schedule of items as a basis, a firm fixed price and performance period. The NTP (start date) may be extended subject to agreement by the Government.

Time of individual task orders (work orders) and Contractor production rates shall be based on:

All Middle Fork units must be completed by November 15, 2014. The Contractor must complete a minimum of 12 acres a day for all Middle Fork units and have a minimum of 3 persons on a crew

Production rates for all other units (except Middle Fork) will be based on 4 acres per person per day.

Work order time, whether stated in terms of calendar days or a completion date, has made allowance for inclement weather. Contract time will run concurrently, if more than one task order is awarded to a contractor, from issuance of the Notice to Proceed for that individual task order. Contractor's progress will be measured against Contractor's approved progress schedule as submitted with each task order proposal.

All Middle Fork units must be completed by November 15, 2014. The Contractor must complete a minimum of 12 acres a day for all Middle Fork units.

Schedules for Service Contracts

Contractor shall, at the post award meeting or within 3 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.

Contractor's Weekly Schedule

The Contractor must submit a weekly plan to the Contracting Officer prior to performing next week's work. The format for the weekly plan will be discussed and agreed to by the Contracting Officer.

Notice To Proceed

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

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. Crew members shall not be scattered within or between units as necessitated by on-the-ground conditions and only when authorized by the Contracting Officer.

Supplement to Suspension of Work

Whenever the Contracting Officer determines that the temperature, humidity, soil moisture, plant moisture stress, winds, or combination of these and other physical conditions have become unsuitable for project to continue in any area, the Contractor shall move the work force to another area(s) prescribed by the Contracting Officer. When no other area is available, the Contracting Officer will issue a suspend work order for the bid item and contract time will stop for that item. When conditions are again favorable, the Contracting Officer will issue a verbal resume work order and confirm the resumption in writing. Contract time will resume on the effective work resumption date. In all cases, the Contractor shall resume work within 3 calendar days after the effective work resumption date. It is the Contractor's responsibility to keep the Contracting Officer currently advised as to where the Contractor or the Contractor's Representative may be reached by telephone during periods of work suspension. If the Contractor cannot be reached at the telephone number provided, or if the Contractor fails to leave a number, a written resume work order will be mailed and contract time will resume on the date specified on the resume work order.

PART I - SECTION G - CONTRACT ADMINISTRATION

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 National Forest Supervisor Office in Colville Washington or the Newport Ranger District Office, Newport Washington.

Note: 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 (whomever the Contractor will have on the site) shall be present at the post award conference.

Designation of Contracting Officer's Representative (COR)

A. The Contracting Officer will designate a representative (or representatives), hereinafter referred to as the Contracting Officer's Representative (COR) who will provide on-the-ground administration for the Government. The COR will be designated in writing and a copy of the designations will be furnished to the Contractor before or at the post award conference. **The Contractor is cautioned to read the COR designation(s) because certain authority under the contract is reserved solely for the Contracting Officer.** The term "Contracting Officer" as used through the Specifications, shall be interpreted to include the Contracting Officer's designated representative (s) acting within the limits of their delegations of authority.

B. The COR does not have authority to make any commitments or changes that affect price, quality, quantity, delivery or other terms and conditions of the contract nor in any way direct the contractor or its subcontractors to operate in conflict with the contract terms and conditions. The COR cannot redelegate their authority to another person.

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.

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.

Public Officials Not Personally Liable

There shall be no personal liability upon the Contracting Officer or officer in charge, their agents or employees, for any act performed in the discharge of any duty imposed or the exercise of any power or authority conferred upon them, by, or within the scope of the contract, it being understood that in all such matters they act solely as agents and representatives of the Government.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

Safety Plan

Tree marking paint is a hazardous material. The Material Safety Data Sheet (MSDS) containing information about the tree marking paint is provided in every case of tree marking paint.

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.

FSAR 4G52.222-704 Personal Protective Equipment (FEB 2007)

1. The Contractor will train in the safe operation and use of equipment to all workers using such equipment.
2. 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 in a manner capable of causing injury or impairment in the function of any part of the body.
3. Defective or damaged personal protective equipment shall not be used.
4. The Contractor shall provide, at no cost to the employee, to each employee who operates a chain saw, chain saw chaps and assure the chaps are worn during saw operations. These chaps must be approved by Underwriters Laboratory or meet Forest Service specification 6170-47. The chaps shall cover the full length of the thigh to the top of the boot on each leg.
5. 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.
6. The Contractor shall provide, at no cost to the employee, and assure that each employee who works in an area where there is potential for head injury from falling objects or flying objects wears a hard hat that meets the minimum requirements of American National Standards Institute (ANSI) standard Z89.1-1997.

7. 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.

8. 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 e.g., chain saw operation.

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.

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

AGAR 452.237-74 Key Personnel (FEB 1988)

(a) The Contractor shall assign to this contract the following key personnel: Contractor Representative, Crew Leader, Inspector and Person responsible for check-in and out tree marking paint.

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The

Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

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

PART II – CONTRACT CLAUSES
SECTION I – CONTRACT CLAUSES

Terms and Conditions – Simplified Acquisitions (Other Than Commercial Items) (FAR 52.213-4)
(JUL 2014)

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

- (1) The clauses listed below implement provisions of law or Executive order:
 - (i) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
 - (ii) 52.222-21, Prohibition of Segregated Facilities (FEB 1999) (E.O. 11246).
 - (iii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
 - (iv) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
 - (v) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.o.s. proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - (vi) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
 - (vii) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78 (19 U.S.C 3805 note)).

- (2) Listed below are additional clauses that apply:
 - (i) 52.232-1, Payments (APR 1984).
 - (ii) 52.232-8, Discounts for Prompt Payment (FEB 2002).
 - (iii) 52.232-11, Extras (APR 1984).
 - (iv) 52.232-25, Prompt Payment (JUL 2013)
 - (v) 52.232-39, Unenforceability of Unauthorized Obligations (JUN 2013)
 - (vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
 - (vii) 52.233-1, Disputes (JUL 2002).
 - (viii) 52.244-6, Subcontracts for Commercial Items (JUL 2014).
 - (ix) 52.253-1, Computer Generated Forms (JAN 1991).

B. The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

- (1) The clauses listed below implement provisions of law or Executive order:
 - (i) 52.204-10, Reporting Executive Compensations and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$25,000 or more).
 - (ii) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
 - (iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (MAY 2014) (41 U.S.C. chapter 65) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
 - (iv) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
 - (v) 52.222-36, Equal Employment for Workers with Disabilities (JUL 2014) (29 U.S.C. 793) (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by

employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the North Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island).

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

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

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

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

(A) Delivered;

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

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

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

(x) 52.225-1, Buy American - Supplies (MAY 2014) (41 U.S.C. chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition --

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) **Inspection/Acceptance.** The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post acceptance rights—

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

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

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

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

(g) **Termination for Cause.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with

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

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

Modification to Clause FAR 52.213-4 Terms and Conditions – Simplified Acquisitions (Other than Commercial Items)

Paragraph d, Inspection and Acceptance is deleted in its entirety.

Note: FAR 52.246-4. Inspection of Services – Fixed Price is referenced in Section E and is applicable to this contract.

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

52.204-13	System for Award Management Maintenance (JUL 2013)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012)
52.211-18	Variation in Estimated Quantity (APR 1984)
52.215-8	Order of Precedence--Uniform Contract Format (OCT 1997)
52.219-6	Notice of Total Small Business Set-Aside (NOV 2011)
52.219-14	Limitation on Subcontracting (NOV 2011)
52.219-28	Post-Award Small Business Program Rerepresentation (JUL 2013)
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) (<i>Applicable if contract is awarded to an individual</i>)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
52.232-18	Availability of Funds (APR 1984)
52.232-23	Assignment of Claims (MAY 2014)
52.232-33	Payment by Electronic Funds Transfer – System for Award Management (JUL 2013)
52.233-1	Disputes (MAY 2014)--Alternate I (DEC 1991)
52.233-3	Protest after Award (AUG 1996)

- 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, Utilities and Improvements (APR 1984)
- 52.236-10 Operations and Storage Areas (APR 1984)
- 52.236-11 Use and Possession Prior to Completion (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)
- 52.243-1 Changes--Fixed-Price (AUG 1987)--Alternate I (APR 1984)
- 52.245-1 Government Property (APR 2012)
- 52.245-9 Use and Charges (APR 2012)
- 52.249-4 Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)
- 52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)
- 52.253-1 Computer Generated Forms (JAN 1991)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

- 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)
- 452.237-75 Restrictions against Disclosure (FEB 1988)
- 452.236-77 Emergency Response (NOV 1996)
- 452.237-70 Loss, Damage, Destruction or Repair (FEB 1988)

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

debarment official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

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

FAR 52.216-18 Ordering (OCT 1995)

A. Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through October 31, 2015.

B. All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

C. If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

FAR 52.216-19 Order Limitations (OCT 1995)

A. Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

B. Maximum order. The Contractor is not obligated to honor --

1. Any order for a single item in excess of \$500;
2. Any order for a combination of items in excess of \$24,900; or

3. A series of orders from the same ordering office within fourteen days that together call for quantities exceeding the limitation in subparagraph 1. or 2. above.

C. If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum order limitations in paragraph (b) of this section.

D. Notwithstanding paragraphs B. and C. above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

FAR 52.216-22 Indefinite Quantity (OCT 1995)

- A. This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- B. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- C. Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- D. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the completion date stated on the last task order given in the effective period.

FAR 52.219-14 Limitations on Subcontracting (NOV 2011)

- A. This clause does not apply to the unrestricted portion of a partial set-aside.
- B. Applicability. This clause applies only to –
1. Contractor that have been set aside or reserved for small business concerns or 8(a) concerns;
 2. Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and
 3. Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 156.505(b)(2)(i)(F).
- C. By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for --
1. Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
 2. Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

3. General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

4. Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 2014)

In compliance with the Service Contract Labor Standards statute 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.	<u>1/</u>	<u>2/</u>	<u>3/</u>	<u>4/</u>
GS-6	\$14.80 Hr				
GS-7 Forestry Technician	\$16.44 Hr	<u>1/</u>	<u>2/</u>	<u>3/</u>	<u>4</u>

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

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 <http://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; and

FAR 52.243-1 Changes--Fixed-Price (AUG 1987) Alternate I (APR 1984)

A. The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

1. Description of services to be performed.
2. Time of performance (*i.e.*, hours of the day, days of the week, etc.).
3. Place of performance of the services.

B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

C. The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

D. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

E. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

FAR 52.246-20 Warranty of Services (MAY 2001)

(a) *Definition.* "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of acceptance by the Government. This notice shall state either-

- (1) That the Contractor shall correct or reperform any defective or nonconforming services; or
- (2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
SECTION J - LIST OF ATTACHMENTS

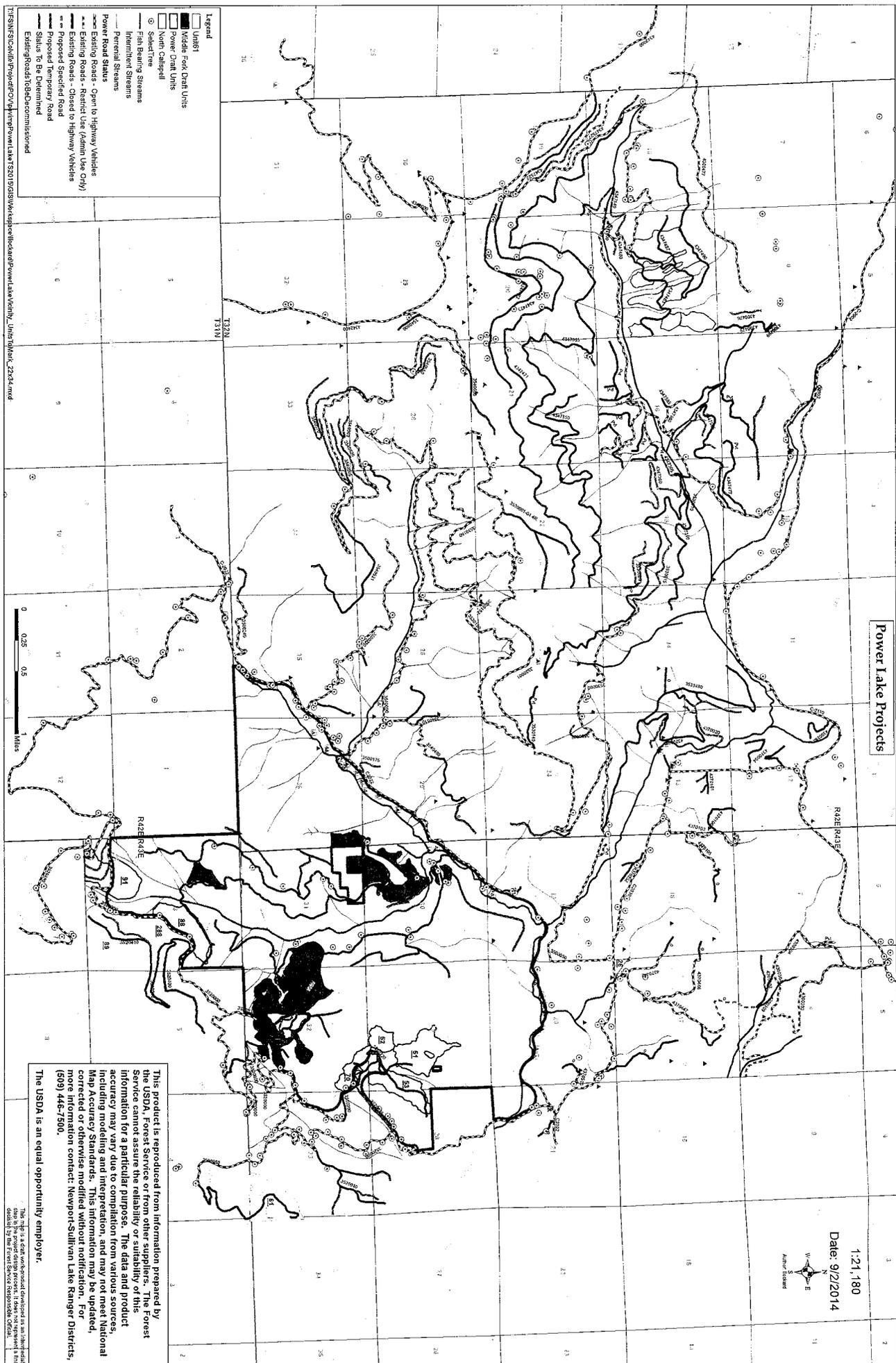
List of Attached Documents, Exhibits and Other Attachments

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

Title	Pages
1. Vicinity Map	1
2. Potential Sale Units with Approximate Acres (Note: Subject to change)	1
3. Sample Silvicultural Prescription	5
4. Tree Marking Paint Illusion	1
5. Example of Material Safety Data Sheet for Tree Marking Paint	2
6. Inventory Record for Contract Marking Paint (FS-2400-65)	2
7. Restoration Marking Guide	6
8. Fire Protection and Suppression (Eastside) Form R6-FS-6300-52 (5/97)	6
9. Camping Rules and Regulations	2
10. Examples of Bio-Preferred Program Product Categories	1
11. Wage Determination Number 1977-0209, Rev 47 (07/25/2014)	3

Power Lake Projects

1:21,180
Date: 9/2/2014



- Legend**
- Unit#1
 - Middle Peak Drain Units
 - Power Drain Units
 - North Callapell
 - Select Tree
 - Fish Bearing Streams
 - Perennial Streams
 - Perennial Streams
 - Power Road Status
 - Existing Roads - Open to Highway Vehicles
 - Existing Roads - Restricted Use (Admin Use Only)
 - Existing Roads - Closed to Highway Vehicles
 - Proposed Specified Road
 - Proposed Temporary Road
 - Status To Be Determined
 - Existing Roads (to be decommissioned)

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The USDA is an equal opportunity employer.

**Potential Sale Unit with Approximate Acres
(Note: Not Limited To)**

Sale - North Calispel		Sale - Power Lake		Sale - Middle Fork		Sale- Other	
Unit	Acres	Unit	Acres	Unit	Acres	Unit	Acres
152	10	51	64	66	14	61	72
153	14	52	21	67	38		
154	9	53	50	68	80		
155	83	70	28	78	9		
156	16	88	56	79	58		
157	11	90	30	80	15		
158	21	91	40	81	7		
				82	16		

Middle Fork units are in the Restoration Area.

Middle Fork units are currently being marked so some of these are likely units to be removed from the list.

North Calispel will be the last units we need

Power Lake and Unit 61 are likely to be done under this contract. All units in Power Lake (except for unit 90) are in the Restoration area. The remaining units are not in Restoration.

Note: This data is subject to change.

SILVICULTURAL PRESCRIPTION CARD EXAMPLE PURPOSES ONLY
COLVILLE NATIONAL FOREST

DISTRICT: Newport PROJECT: Power Lake UNIT: 90 LOCATION: STAND(s): 212(3024336), 211(3024334), 213(3024335)

LEGAL: T31N R43E sec. 6 SIZE: 30 ac ELEVATION: 4240-4800 SLOPE: 10-50% ASPECT: N-E

COVER TYPE: RC, WH, DF, WL PLANT ASSOCIATION: THPL/CLUN, TSHE/CLUN

LAND ALLOCATION INFO: Management Area 5 Scenic/Timber: Management focuses on providing a natural appearing foreground, middle, and background along major scenic travel routes while providing wood products.

DATA COLLECTION (Underline): 1. INFORMAL 2. FORMAL

STAND DESCRIPTION AND CONDITION: The overstory consists primarily of WH, RC and DF with lesser amounts of WL, AF, GF and a trace of ES and WP. Average diameter of trees $\geq 5''$ dbh is approximately 12" dbh, with some areas of 21"+ trees. The understory is depauperate over all with some small openings containing huckleberries. Most of the unit would be considered mesic. The basal area averages approximately 210 ft²/ac. Small pockets of root disease is found within the unit affecting GF and DF, heavy dwarf mistletoe and mortality in WL, some Indian paint fungus in the GF and some pini in the WL. Fir engravers have caused some mortality and topkill in the GF. There is some sunscalded RC as a result from the past harvest. Recent and past blowdown and suppression mortality is present throughout the unit. Past higrading removed the seral species over a majority of the stand releasing RC, WH, GF and AF. Fuel Model 10 is throughout the stand. The stand is considered to be structural stage 5.

SILV. SYSTEM AND CURRENT STEP: Un-even-aged management -- the area will receive a variable density selection harvest with some small group openings.

PRIMARY CONSTRAINTS: Dense stocking, poor quality leave trees, root rot, mistletoe in WL, Indian paint fungus and scolytus in GF, Eastside screens.

DETAILED PRESCRIPTION (INCLUDE CURRENT ACTIVITY AND ALL PLANNED ACTIVITIES):

<u>ACTIVITY CODE</u>	<u>TIME (YR)</u>	<u>TREATMENT DETAIL</u>
4151/4152	0	Single-tree/Group Selection harvest (see attached marking guide)
1153/1253	0	Mechanical fuel treatment, grapple piling of natural and activity created fuels (estimated 20 acres)
1130/1230	1	Burn piles
4471/1112	1	Underburn/Jackpot burn to reduce activity fuel, reduce ladder fuels and create planting spots. (estimated 10 acres, upper 1/3 of the unit)
4431	1	Plant/interplant approx. 10 acres w/ WL, WP and PP at 14' x 14' spacing. Brush competition may be a problem if planting is not done as soon as possible after site prep.
4342	1,3,5	Survival and growth surveys and to monitor brush competition.
4310	10	To evaluate growth response from the selection harvest and evaluate future treatments.
4521	15-20	PCT advanced regen in planted areas. Favor WL, WP, and PP.
4151	20	Single-tree Selection harvest in the lower 2/3 of the unit.

PREPARED BY: Scott Brogan DATE: 7/25/14 CERTIFIED BY: _____ DATE: _____
CHANGES, CORRECTIONS, UPDATES BY _____ DATE: _____
_____ DATE: _____

SILVICULTURAL PRESCRIPTION CARD
MAP + MARKING GUIDE + SALE ADMIN. NOTES

Layout

Unit boundary should follow timber types, openings, RHCAs and roads as shown on E.A. map.

Sale Administration

There is old orange paint bands on many of the trees from the last harvest.

The unit can be logged using a ground based logging system. There are numerous old jammer roads throughout the unit. There are some areas with slopes greater than 40%.

Skid trails would be spaced at least an average of 100'-130' apart if a tractor system is used and 40' or greater apart if cut-to length is used to maintain < 20% adverse compaction. After harvesting is complete, 90% of the skid trails/forwarder trails would not exceed 12 feet in width (See soils report).

All skid trails/forwarder trails will be approved prior to tree felling. Use any existing skid trails first. All skid trails/forwarder trails would have erosion control structures installed after harvest activities are complete.

Areas of soil disturbance would be seeded with an appropriate mix of Washington State Certified weed free seed as soon as possible after completion of soil disturbing activities to reduce the possibility of soil erosion and invasion of noxious weeds. These areas include temporary roads, landings and skid/forwarder trails

Post Sale Treatments

A post harvest review should be done to evaluate if any additional fuel treatments are needed to reduce the fuels in the unit. Evaluate if mechanical fuel treatment is still needed if they yard the tops attached during logging.

Grapple pile and burn the piles to reduce natural and activity created fuels and create planting spots if needed in the lower 2/3 of the unit. (estimated 20 acres).

Jackpot/underburn the upper 1/3 of the unit to reduce fuels, create planting spots and stimulate huckleberry reproduction. This area is mainly above the second jammer road from the bottom of the unit. This area has some pockets of nice DF and suitable RC which will break up the opening size and provide good visuals. Most of the WL is unsuitable and should be removed.

Plant the openings and inter-plant sparse areas in the unit, mainly in the upper 1/3 of the unit, with white pine, ponderosa pine and larch. If mistletoe laden larch is present at time of planting then avoid planting larch within a 50' of the infected tree or girdle the WL with the dwarf mistletoe and retain as a wildlife snag. Bear control may be necessary to reduce girdling when the regen becomes sapling or pole sizes.

Future Treatments

A TSE should be done in 10 years to evaluate the response of the thinned areas, monitor insect activity, check for latent dwarf mistletoe.

MARKING GUIDE
POWER LAKE PROJECT
UNIT 90

A. General

The objective of this current treatment is: To create a stand with a diversity of structure by maintaining or increasing the proportion of early serals where they still exist. This will generally be a thinning from below but due to some poor quality trees in the overstory some intermediates may be preferred for leave trees. This treatment will result in both even and un-even aged structure over time maintaining the seral overstory as much as possible while still maintaining RC as codominants in areas where they exist. When releasing RC make sure to leave some trees that provide shade to the S to SW to reduce the risk of sunscald. Areas effected with heavy dwarf mistletoe in WL and DF, LP or other species with poor crowns and Ht/Dia ratios, RC or GF with internal decay and root diseased pockets will typically be openings up to three acres. If areas of unsuitable trees are larger than three acres then retain 20/TPA throughout the opening in both clumps and individual trees to facilitate planting. The small openings and thinning will allow more light to reach the forest floor increasing plant diversity and browse species for ungulates. Artificial regeneration will be required in this unit in the small group openings. Portions of these units should be regenerated in future entries to reintroduce seral species and reduce the GF component to make the units more resilient to insects, diseases and future climate change.

B. Guidelines

- Remove trees mostly from below to a **target** basal area of **80 BA** where PP, WL, DF, LP dominate (dry site) and **90 to 110 BA** where RC and WH dominate (mesic site). Remove AF and GF except where needed to meet 20 suitable trees/ac in openings >3 acres.
- BA may be higher in areas where there are concentrations of ≥ 21 " dbh trees.
- Only live trees will be designated for harvesting. Retain all existing snags except those trees that need to be cut and/or removed for operations.
- The availability of suitable trees shall determine final BA at most locations. Target BA will not be achieved in areas that lack suitable leave trees. Suitable trees are defined below.
- Minimum spacing should be 18' between leave trees or leave clumps, except where adjusting this spacing will leave a more suitable tree or where you have ≥ 21 " DBH trees.

Priority of Leave Trees

A. ALL live trees having a dbh ≥ 21 ".

B. Wildlife Trees having a dbh > 14 " : Trees with physical defects, bird holes, large nests, broom rust and trees with more cull material than sawlog material. If there is > 20 t/a of these type trees including ≥ 21 dbh trees that are either cull or show wildlife use then the excess trees may be removed, except where left in a skip or no cut area..

C. WL, PP, DF, or WP having *Suitable* (see definition below) characteristics. Trees with suitable characteristics do not have any indicator of disease or poor form.

Suitable: Trees that possess the following characteristics shall be the first choice for desirable leave trees:

- a. Dominant and Co-dominant Preferred Species: These trees are taller on the average when compared to other trees in the unit. **The Preferred Species are in order of preference PP, WL, WP, DF and RC.** RC is not a preferred species in areas dominated by PP. When the preferred species does not possess desirable tree characteristics, *vigor/growth* is given preference.
- b. Health: With the exception of WL and WP, foliage shall be dark green in color. The crown shall cover one third or more of the tree all the way around it. Live crown ratios will be 30% or higher with the exception of WL and height to diameter ratios will be $< 1:100$. A healthy WL will have long straight limbs all the way around the tree for 20% or more of its height. Healthy trees are free of Severe Insect or Disease Problems.
- c. Straight Bole: The bole or stem of the tree shall be relatively straight and have a single terminal leader.
- d. Free of Physical Damage: Trees shall not have physical damage from fire, animals or weather on more than one-fourth of the circumference of the bole or more than three feet of length of the bole.
- e. In addition to above described healthy dominant/co-dominant preferred species, healthy WP > 5 " dbh are also Suitable Trees.

Less Desirable Leave Trees also Suitable: When the average basal area of most desirable leave trees cannot be achieved with trees that possess the most desirable characteristics, the Contractor shall select trees with less desirable characteristics in the priority listed below:

- a. Minor Defect: Preferred species with minor defect such as a minor crook, a small amount of animal damage, or mistletoe < *Hawksworth* rating 3.
- b. Intermediate preferred species followed by dominant or co-dominant ES, WH, GF, having desirable tree characteristics.
- c. Crowded Trees: Trees within a few feet of a dominant tree, often leaning away from the larger tree. Other Live Trees: Trees other than insect or disease damaged trees with at least 30% live crown and *height to diameter ratio* < 1:100.
- d. Forked Trees: Those trees with two or more terminal leaders.
- e. Physical Damage: Trees that have physical damage on less than half the bole circumference and less than three feet in length. Physical damage may be caused by equipment, falling trees, lightning, wind, animals, etc.

Priority of Cut Trees

- A. Trees with severe insect or disease problems, or with severe physical defects or damage that is not being left as a wildlife tree.
- B. WL and DF with a *Hawksworth* Mistletoe rating of 3 or more.
- C. LP, AF and GF not meeting suitable definition.
- D. Other species within 30' (stem to stem) of healthy Dominant or Co-dominant PP, WL or WP.
- E. Trees not expected to live for 10 years.
- F. Any tree (except $\geq 21''$) within 50' of an Aspen or Birch group.
- G. Any species with a poor height to diameter ratio.
- H. RC in areas dominated by PP/dry sites.
- I. Suppressed trees which are impeding the growth of or are competing for light with a more desirable tree. These trees can be recognized as having a live crown ratio less than 30% and/or a height:diameter ratio greater than 100. Co-dominant trees which are competing for light and impeding crown growth of the more desirable tree.

C. Snag Recruitment, Wildlife Trees and Down Logs

Retain all existing snags and broken top trees that are 10" dbh and greater except trees that need to be cut and/or removed for operations.

Retain up to 20 T/A of live trees 14"+ dbh that are hollow, that have obvious woodpecker cavities, that contain broom rusts or that contain old raptor nests.

Ponderosa pine, Western larch, Douglas-fir, Western redcedar, aspen, and cottonwood are the preferred species for snag recruitment trees. However, some large, limby, lodgepole pine or large broken top trees or trees with current wildlife use can be left.

Do not cut or remove any existing down log pieces that are 14"+ in diameter at the small end. If not enough 14"+ material exists to meet the requirements of the Eastside Screens for Timber Sales, retain enough smaller material to meet the requirements of the screens.

An exception to the above is where there are large concentrations of 14"+ logs. In such a case, some logs may be cut/moved in order to meet fuel management objectives, allow equipment operation, or for worker safety. Removal of 14"+ logs from the site would be decided on a case-by-case basis after consultation between the district wildlife biologist, timber sale administrator, and fuels specialist.

The intent for down logs is to meet the Eastside screens as follows: at least 15-20 log pieces which are at least 12 inches in diameter at the small end (or next smallest diameter available) and greater than 6' long would be left unharvested on every acre if present before harvest operations. Within a 200' harvest strip, this equates to 15-20 pieces for every 218'. The total linear length of pieces would be 100-140'.

Within lodgepole pine stands, 15-20 log pieces which are at least 8" in diameter at the small end (or next smallest diameter available) and greater than 8' long would be left unharvested on every acre if present before harvest operations. The total linear length of pieces would be 120-160 feet.

Longer logs may count for multiple pieces. However, logs left unharvested would not be cut up.

Preference for logs left unharvested are those of large diameter and those which have large, intact root wads that are of little risk to developing a brood of bark beetles.

D. Streamside Riparian Emphasis Areas

Follow Interim RHCA standards from the Inland Native Fish Strategy Environmental Assessment, 1995.

The four categories of stream or water body and the standard widths for each are:

Category 1 - Fish-bearing streams: Interim RHCAs consist of the stream and the area on either side of the stream extending from the edges of the active stream channel to the top of the inner gorge, or to the outer edges of the 100 yr floodplain, or to the outer edges of riparian vegetation, or to a distance equal to the ht of two site-potential trees, or 300 feet, whichever is greatest.

Category 2 - Permanently flowing non-fish-bearing streams: Interim RHCAs consist of the area on either side of the stream extending from the edges of the active stream channel to the top of the inner gorge, or to the outer edges of the 100 yr floodplain, or to the outer edges of riparian vegetation, or to a distance equal to the ht of one site-potential tree, or 150 feet, whichever is greatest.

Category 3 - Ponds, lakes, reservoirs, and wetlands greater than 1 acre: Interim RHCAs consist of the body of water or wetland and the area to the outer edges of riparian vegetation, or to the extent of the seasonally saturated soil, or to the extent of moderately and highly unstable areas, or to a distance equal to the ht of one site-potential tree, or 150 feet (ponds, lakes, reservoirs)/100 feet (wetlands > 1 acre), whichever is greatest.

Category 4 - Seasonally flowing or intermittent streams, wetlands less than 1 acre, landslides, and landslide-prone areas: This category includes features with high variability in size and site-specific characteristics. At a minimum the interim RHCAs must include:

- a. the extent of landslides and landslide-prone areas
- b. the intermittent stream channel and the area to the top of the inner gorge
- c. the intermittent stream channel or wetland and the area to the outer edges of the riparian vegetation
- d. for watersheds not identified as priority watersheds, the area from the edges of the stream channel, wetland, landslide, or landslide-prone area to a distance equal to the height of one-half site potential tree.

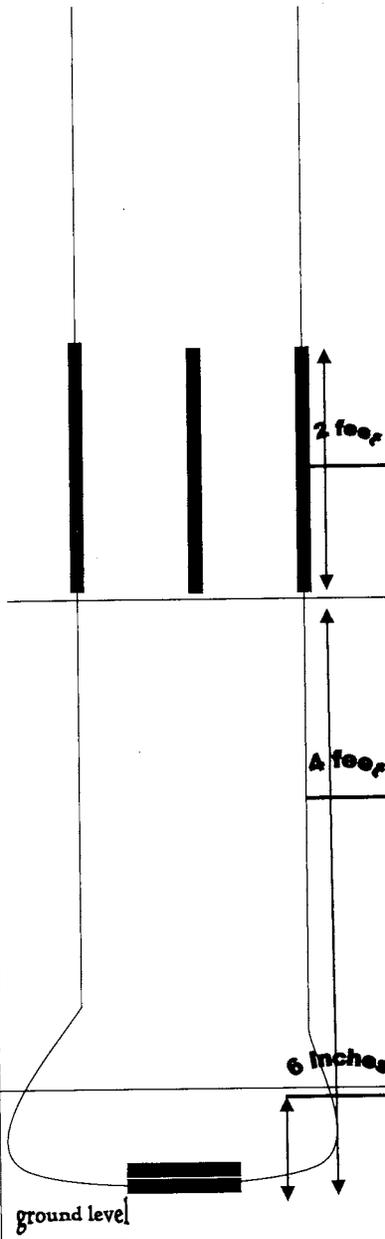
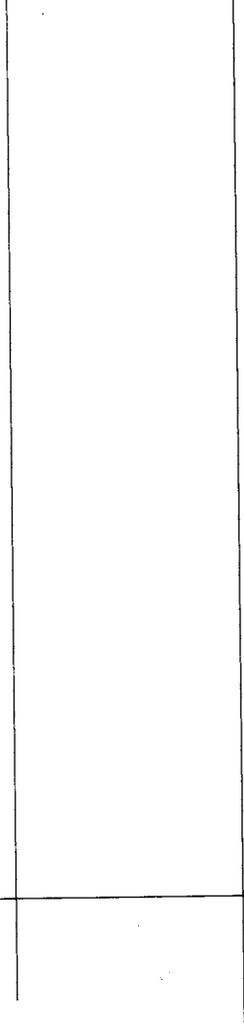
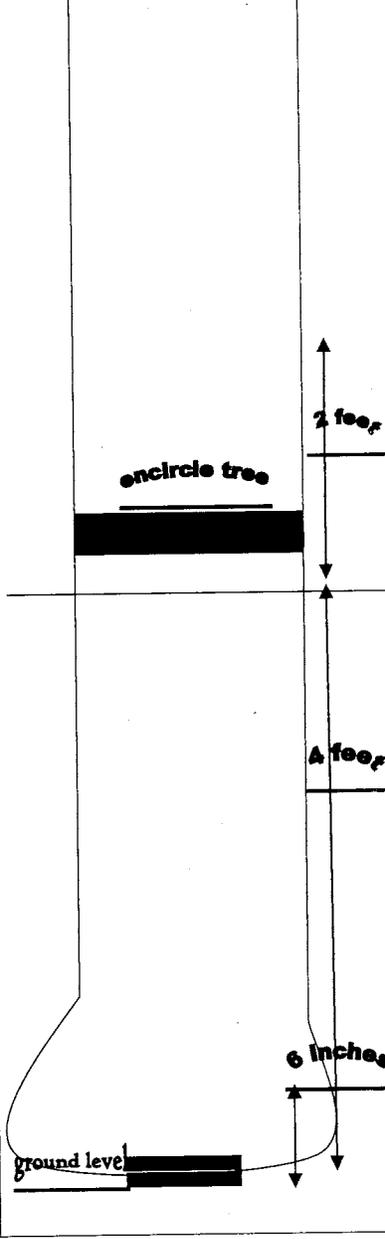
E. Select Trees

All select trees shall be protected from logging and skidding/yarding damage.

F. Supervision

The marking crew should be supervised by a certified cruiser with a minimum of four years experience in equivalent timber types. Leave tree basal area should be monitored during marking to correct over- or under-marking in a timely manner.

Tree Marking Paint Illustration

<u>Boundary Painting</u>	<u>Boundary Corner Painting</u>	<u>Individual and Leave Tree Marking</u>
 <p>Diagram illustrating boundary painting. It shows three vertical black bars. The rightmost bar has a height of 2 feet. A horizontal line is drawn 4 feet above the ground level. A 6-inch measurement is shown from the ground level to the base of the bars.</p>	<p><u>Instruction will be issued with each task order on how corner designation will be made</u></p>  <p>Diagram illustrating boundary corner painting. It shows two vertical lines.</p>	 <p>Diagram illustrating individual and leave tree marking. It shows a tree trunk with a horizontal black band labeled "encircle tree". The band is 2 feet high. A horizontal line is drawn 4 feet above the ground level. A 6-inch measurement is shown from the ground level to the base of the tree.</p>



Section 1 — Chemical Product And Company Identification

Manufacturer: LHB Industries Emergency Telephone Number (800) 424-9300 (Chemtrec)
8833 Fleischer Place Information Telephone Number (314) 423-4333
Berkeley, MO 63134 Review Date August 11, 2011

Product ID: USFS Tree Mark Paint
Specifications: 2400-400a, Type A, Orange
LHB Part No/Pkg: 00R4-320/Quarts, 00R4-321/Gallons
National Stock No.: 8010-01-441-8078, 8010-01-441-8079
CAGE Code: 9FTT5
Contract Number: AG-3187-C-09-0026

Section 2 — Composition / Information On Ingredients

CAS No.	Ingredient	Wt%	ACGIH TLV <STEL>	OSHA PEL <STEL>	Vapor Pressure (mm Hg, 20°C)
57-85-6	Propylene Glycol	30-35	NE	NE	0.2
68551-17-7	C10-C13 Hydrocarbons	5-10	NE	NE	<2

Section 3 — Hazards Identification

INHALATION: Irritation of the upper respiratory system. In confined areas, vapors in high concentration may cause headache, nausea or dizziness.
EYE: Severe irritation, tearing, redness and blurred vision.
SKIN: May be absorbed through skin. Prolonged or repeated contact can result in defatting and drying of the skin which may result in dermatitis. Prolonged or repeated contact may cause irritation.
INGESTION: May cause gastrointestinal irritation, abdominal pain, nausea, vomiting and diarrhea.

Section 4 — First Aid Measures

INHALATION: If inhaled, remove to fresh air. If not breathing, give artificial respiration, preferably mouth-to-mouth. If breathing is difficult give oxygen. Get medical attention.
SKIN CONTACT: Remove contaminated clothing and launder before reuse. Wash skin with soap and water.
EYE CONTACT: Immediately flush eyes with large amounts of water for at least 15 minutes and get medical attention after flushing.
INGESTION: DO NOT INDUCE VOMITING. Give nothing by mouth. Get immediate medical attention.
MEDICAL CONDITIONS GENERALLY AGGRAVATED BY EXPOSURE: None Known.

Section 5 — Fire Fighting Measures

FLASH POINT: 205 °F (96°C), SETAFLASH
EXTINGUISHING MEDIA: Carbon Dioxide, Dry Chemicals, Foam
SPECIAL FIRE FIGHTING PROCEDURE: Wear self-contained breathing apparatus, with a full facepiece operated in the positive pressure mode, and full protective clothing. Water may be used to cool closed containers to prevent an increase in pressure and a possible autoignition or explosion of the container contents when exposed to extreme heat.
UNUSUAL FIRE AND EXPLOSION HAZARDS: Keep containers tightly closed. Isolate from heat, sparks, electrical equipment, and open flame. Closed containers may explode when exposed to extreme heat. Application to hot surfaces requires special precautions.
NFPA RATING: HEALTH 2, FLAMMABILITY 1, REACTIVITY 0
HMS CLASSIFICATION: HEALTH 2, FLAMMABILITY 1, REACTIVITY 0

Section 6 — Accidental Release Measures

Eliminate all sources of ignition. Provide good ventilation and minimize the breathing of vapors and avoid skin contact. Dike spill area and absorb the spilled liquid with earth, sawdust or a commercially available absorbent. Shovel spent absorbent into recovery or salvage drums for appropriate disposal.

Section 7 — Handling and Storage

Keep out of reach of children.
Store and use away from heat, sparks, open flame and other sources of ignition. Keep area ventilated. Avoid contact with skin and eyes. Do not take internally.
Containers of this material may be hazardous when empty. Do not weld or flame out on empty containers. Shock from dropping may rupture container.

Section 8 — Exposure Controls/Personal Protection

RESPIRATORY PROTECTION: Wear an appropriate (Type TC-23C-49) properly fitted half-mask or a full facepiece NIOSH approved cartridge respirator during and after coating application unless air monitoring demonstrates vapor/mist levels are below the permissible limits. Follow respirator manufacturer's directions for use.
VENTILATION: Sufficient ventilation in volume and pattern should be provided to keep the air concentration below current applicable OSHA PEL's or ACGIH TLV's. Remove decomposition products formed during the curing or flame cutting of surfaces coated with this product. For baking finishes, vent vapors emitted during the curing process.
PROTECTIVE GLOVES: Wear chemical resistant (Nitrile or Viton) gloves to prevent skin contact.
EYE PROTECTION: Use chemical goggles, safety glasses, or a face shield.
OTHER PROTECTIVE CLOTHING OR EQUIPMENT: Use impermeable aprons and protective clothing whenever possible to prevent skin contact. The use of head caps is strongly recommended.
WORK/HYGIENIC PRACTICES: Wash hands before eating, smoking, or using restroom.

Section 9 — Physical and Chemical Properties

PHYSICAL STATE: Liquid
COLOR: Orange
ODOR: Solvents
SPECIFIC GRAVITY: 1.04
VAPOR DENSITY (AIR=1): Heavier than Air
BOILING RANGE: 345 - 415°F
EVAPORATION RATE: Slower than ether

Section 10 — Stability and Reactivity

CHEMICAL STABILITY: Stable
HAZARDOUS POLYMERIZATION: Will not occur
CONDITIONS TO AVOID: Keep from freezing.
MATERIAL TO AVOID: Alkaline materials, strong acids, and oxidizing materials.
HAZARDOUS DECOMPOSITION PRODUCTS: Carbon Monoxide, and Carbon Dioxide



**LHB
Industries**

Material Safety Data Sheet

Section 11 — Toxicological Information

Prolonged overexposure to solvent ingredients in Section 2 may cause adverse effects of the liver, urinary and blood forming systems. Reports have associated repeated and prolonged overexposure to solvents with permanent brain and nervous system damage. Professions associated with prolonged exposures to organic solvents, such as painters, may show an increased risk of hematological (blood) related cancers.

Section 12 — Ecological Information

No data available

Section 13 — Disposal Considerations

Dispose of material in accordance with all local, state, and federal regulations

Section 14 — Transport Information

U.S. DOT: 49 CFR 172.101 Hazardous Materials Table

Not regulated.

Section 15 — Regulatory Information

U.S. REGULATORY RULES
SARA SECTION 302 None
SARA 313 CHEMICALS None
CALIFORNIA PROPOSITION 65 May contain small amounts.
TSCA CERTIFICATION All chemicals in this product are listed, or are exempt from listing on the TSCA inventory.

VOC CONTENT 6.51 lbs/gal

Section 16 — Other Information

REVISION NUMBER: 08

REVISION DATE: August 11, 2011

ADDITIONAL INFORMATION: This MSDS has been prepared in accordance with FED-STD-313D and meets the requirements of 29 CFR 1910.1200.

IMPORTANT NOTE: This information is furnished without warranty, expressed or implied, as to accuracy or completeness. The information is obtained from various sources including the manufacturer and other third party sources. The information may not be valid under all conditions nor if this material is used in combination with other materials or any process. Final determination of suitability of any material is the sole responsibility of the user.

PREPARED BY: Mark Epstein, Technical Services Manager

*** END OF MSDS ***

ISSUE AND INVENTORY RECORD

INSTRUCTIONS FOR USE

Column

- 1 Record date of transaction. If necessary, use a separate line for each type of transaction.
- 2 Initials of designated Paint custodian.
- 3 Full cans issued.
- 3a Full cans transferred to another station on date in column 1.
- 4 Initials of person receiving the paint.
- 5 Location where the paint is to be used.
- 6 Full cans returned by person in column 4.
- 7 Empty cans returned by person in column 4. (If sum of columns 6 & 7 and 9a do not equal the column 3 issue, record the reason in column 14. If a discrepancy is discovered, IMMEDIATELY notify the District Ranger/Enterprise Executive Officer and Law Enforcement.)
- 8 Number of cans destroyed on the date in column 1. (This often is a separate line item entry.)
- 9 Cumulative total through the current date of all cans from this shipment, which have been destroyed.
- 9A Number of full cans remaining in secure storage in vehicle(s).
- 10 Full cans on hand - in paint storage facility.
- 11 Empty cans on hand not yet destroyed.
- 12 Total number of all cans transferred to another station (sum of column 3a)
- 13 Sum of columns 9, 9A, 10, 11, 12, and cans in field use. **If balance does not equal initial quantity, immediately notify District Ranger/Enterprise Executive Officer and Law Enforcement section.**
- 14 Paint Custodian should verify balance monthly. Paint Property Manager should audit quarterly and report results to District Ranger/Enterprise Executive Officer and Forest Supervisor/Enterprise Program Director.

1. Marking Plan:

Item	Description	Page
1	Marking Plan. Overview/Contents.	1
2	Leave-Tree Guidelines. Applicable to all units.	1-3
3	Definitions.	3-4
4	Quality Control/Tracking Requirements	4-5
5	Unit Table.	5
6	Field Version/Summary.	6

2. Leave-Tree Guidelines: Italicized groups of words and abbreviations are defined in Item 3 (Definitions). Most units will be leave tree marked. In cut tree marked units Mark to Leave should be replaced with Retain and Do not mark should be replaced with Mark to Cut or Do Not Retain.

I. Leave Tree Marking:

- A. The **stump mark** shall be a minimum size of 6 inches long and 2 inches wide. It shall be placed at the base of every leave tree and on the downhill side. A portion of the stump mark should be touching the ground. Place in a crevice if one is available on the downhill side.
- B. A horizontal **band** at least 2" wide must encircle the tree between 5 and 7' above the ground.
- C. Paint marks shall be visible for a distance of at least 100' in all directions until harvest operations are complete.

II. Mark to leave:

- A. **ALL live trees having a dbh \geq 21"**.
- B. **ALL Wildlife Trees having a dbh \geq 14" up to 12 per acre:** Trees with numerous bird holes, large nests, *live snags* and trees with more cull material than sawlog material. That is when 51% or more of the tree does not contain 8 foot logs that are 40% sound.
- C. **ALL WL, PP, or WP having Most Desirable (D1) characteristics.** Trees with D1 characteristics do not have any indicator of disease or poor form and they are not crowded. These shall be retained regardless of stocking level.
- D. **Desirable/Suitable Trees.** In order to meet the Stocking Level (Col. 3 of the Unit Table) first mark trees defined as Most Desirable (D1) followed by trees defined as Less Desirable (D2).

1. **Most Desirable Trees/Suitable:** Trees that possess the following characteristics shall be the first choice for desirable leave trees:

- a. **Dominant and Codominant Preferred Species:** These trees are taller on the average when compared to other trees in the unit. The Preferred Species are in order of preference PP, WL, WP, DF and RC. RC is not a preferred species in areas dominated by PP. When the preferred species does not possess desirable tree characteristics, *vigor/growth* is given preference.
- b. **Healthy:** With the exception of WL and WP, foliage shall be dark green in color. The crown shall cover one third or more of the tree all the way around it. A healthy western larch will have long straight limbs all the way around the tree for 20% or more of its height. Healthy trees are free of *Severe Insect or Disease Problems* and are not crowded. See Crowded tree definition in 2d (below) and the definition of Severe Insect or Disease Problems in Item 3
- c. **Straight Bole:** The bole or stem of the tree shall be relatively straight. Trees shall have a single branch terminal.

- d. Free of Physical Damage: Trees shall not have physical damage from fire, animals or weather on more than one-fourth of the circumference of the bole or more than three feet of length of the bole.
- e. In addition to above described healthy dominant/codominant preferred species, healthy WP ≥ 4 " dbh are also Most Desirable Trees.

2. **Less Desirable Leave Trees also Suitable:** When the average basal area of most desirable leave trees cannot be achieved with trees that possess the most desirable characteristics, the Contractor shall select trees with less desirable characteristics in the priority listed below:

- a. Minor Defect: Preferred species with minor defect such as a minor crook, a small amount of animal damage, or mistletoe < *Hawksworth rating* 3.
 - b. Intermediate preferred species followed by dominate or codominate ES, WH, GF, LP having desirable tree characteristics.
 - c. Intermediate non-preferred species (ES,WH,GF,AF,LP) having desirable tree characteristics. Intermediate trees are approx. $\frac{1}{2}$ to $\frac{2}{3}$ height of dominate/co dominate trees.
 - d. Crowded Trees: Trees within a few feet of a dominant tree, often leaning away from the larger tree. Other Live Trees: Trees other than insect or disease damaged trees with at least 30% live crown and *height to diameter ratio* $\leq 1:100$.
 - f. Forked Trees: Those trees with two or more terminal leaders.
 - g. Physical Damage: Trees that have physical damage on less than half the bole circumference and less than three feet in length. Physical damage may be caused by equipment, falling trees, lightning, wind, animals, etc.
- E. **4-5 Funky Trees per acre.** Heavy lean or poor form (crooks, forked, large sucker limbs) . These may also be considered wildlife trees. This does not mean every Funky tree is retained. Only those defined as Wildlife Trees are required to be retained. Only 4-5 Funky Trees per acre are needed in the event there are not 4-5 Wildlife Trees available.
- F. **Clumps:** These are groups of mostly Desirable/Suitable Trees (D1 or D2). The crowns are touching or within 5 feet of touching. The clumps should consist mostly of healthy preferred species. Some trees may be removed from within the clump as long as they are accessible to harvest equipment and the overstory crowns remain within 5 feet of touching. When the opportunity exists create a clump of live trees around a large snag. Clumps should be spread throughout the unit. See the Unit Table to determine the required amount of clumps in each size category.
- G. **Created Openings/Gaps > 2 acres:** Leave 20 of the best available T/A within openings/gaps greater than 2 acres.

III. **Vary the Density:** The characteristics of available trees shall determine stocking level at most locations.

- 1. In areas with clumps or mandatory leave trees (described in II.A.B.C), the stocking level may be high. How high will depend on size of clump or how many of these trees exist. In areas with Most Desirable trees the basal area may be 20-40 ft²/ac higher than required average providing only Most Desirable and mandatory trees are marked. The amount of required leave trees and Most Desirable Trees will determine how many Less Desirable trees should be marked.
- 2. There may be units where the stocking level will not be achieved due to a lack of suitable leave trees. This is acceptable providing the suitable trees are marked to leave. Suitable trees are those with characteristics described in D1 or D2 (above). Unsuitable trees are described in IV (below).

3. To the extent feasible, within other guidance, stock the Mesic Areas higher with a target of (100 ft²/ac) and the Dry sights with a target of (80 ft²/ac). Mesic areas generally include a mix of RC, WH, WL, WP, ES, GF, DF and may include some PP, Dry sights generally include a mix of PP, DF, GF and may include some WL.

IV. Do Not Mark A-I (below): Exceptions shall be made for required leave trees (II.A.B.C), inaccessible included timber, and Created Openings/ Gaps larger than 2 acres (see II G).

- A. **Dead trees, hardwoods, or trees < 5" dbh**
- B. **Trees not expected to live for 10 years.**
- C. **Trees with severe insect or disease problems**
- D. **Trees within Created Openings/Gaps or No Cut Areas/Skips. Except as described in V. and VI below.**
- E. **Other species within 30' (stem to stem) of healthy Dominant or Codominant PP, or WP.** This may be an individual or several of these species. Healthy PP, WL, WP should be marked within 30' and beyond.
- F. **WL and DF with a Hawksworth Mistletoe rating of 3 or more. .**
- G. **Any species with a poor height to diameter ratio.**
- H. **Trees within 50' of an AQ/PB group.** A AQ/PB group is at least 3 Aspen and/or Birch with 5" or greater dbh and within 20' stem to stem of each other.
- I. **RC in areas dominated by PP/dry sites.**

V. Created Openings/Gaps: Within Gaps less than 2 acres do not mark any trees except for the required leave trees (II.A,B,C). In Gaps larger than 2 acres retain 20 most *suitable* T/A where available. Markers will create the gaps by estimating size of areas comprised of unsuitable trees or less desirable trees. Contractor shall record the approximate size of openings larger than ¼ acre and map the location.

VI. No Cut Areas/Skips: These areas will be flagged with blue flagging and GPS'd by the Forest Service. The boundaries will be posted using the same boundary specifications as the sale unit boundaries. The No Cut areas are excluded from the unit. Any trees marked within No Cut areas shall be blacked out. A map showing No Cut Areas/Skips will be provided. These acres will be excluded from the unit.

3. **Definitions:** Other terms are defined where they are within this document. Some terms are defined in the contract. Any other clarification needed will be provided by Contracting Officers Representative.

Abbreviations; Rx= Silvicultural Prescription, T/A = Trees per acre. BA = Basal area, expressed as square feet per acre (ft²/ac). SP= Species including PP (ponderosa pine), WL (western larch), DF (Douglas fir), WP (white pine), RC (red cedar) ES (Engleman spruce), GF (grand fir), WH (western hemlock), AF (alpine fir), LP (lodge pole pine), QA (quaking aspen) and PB (paper birch).

Average Basal Area: A method of measuring stocking level as averaged throughout the unit. Random plots are taken within the thinning area and the average of these is the average basal area. Plots falling within Created Openings/Gaps and No Cut Areas/Skips will not be included in the average. Where possible leave more Basal Area (avg. 110 ft²/ac) in areas dominated by RC/mesic sites and less Basal Area (avg. 80 ft²/ac) in areas dominated by PP/dry sites.

Hawksworth Rating: Divide the crown of the tree into six parts. Give each of the 6 parts 1 point if it has mistletoe. The sum of these parts equal the Hawksworth Mistletoe Rating.

Height to Diameter Ratio: The relationship between dbh and height. Trees that are overly tall for their diameter size have a poor height to diameter ratio. These trees commonly bend over once the timber around has been harvested. A 50' height and a 6" dbh is 100:1 ratio.

Included Timber: Live PP,WL,WP,DF,RC,ES,WH,GF,LP,and AF greater than 4" dbh.

Live Snags: Trees that have broken off where the diameter is 10" or greater and have live limbs, green foliage remaining on the standing portion of the stem.

Severe insect or disease problems: Trees with **mistletoe** in more than half the crown. Brooms, cankers, and swellings on stems and branches are indicators of mistletoe. Mistletoe is common in western larch, but also can be found in Douglas-fir, ponderosa pine and lodgepole pine. Trees showing symptoms of **root disease** should be removed. Frequently these trees are Douglas fir near a root disease centers (an area of dead broken off trees). Indicators of root disease include a white fungus growing between the bark and the wood, resin flow at the base of the tree and or a lighter color crown with fewer needles, when compared to other Douglas fir in the area. Fading crowns and/or sap flow from the bole of Douglas-fir and grand fir. **Blister Rust** is common in western white pine. Symptoms of severe blister rust include heavy resin flow on the stem from a diamond shaped canker/wound and may have a dead top.. Grand fir or subalpine fir with **scolytus** scars (fir engravers) on the bole of the tree and/or a dead top. Numerous pitch tubes or boring dust where **beetles** have bored into tree (usually lodgepole, Engelmann spruce, Douglas fir or Ponderosa pine). Symptoms of mountain pine beetles are small red to yellowish pitch tubes (less than one-fourth inch) and boring dust in bark crevices and round the base of the tree. Symptoms of Ips beetles are dead tops and group killings without pitch tubes.

Suitable Trees: Those described in the Leave-Tree Guidelines D1 and D2.

Vigor/Growth: Relative health and growth of forest trees. Leave-tree preference shall favor trees possessing relatively high vigor/growth, free of disease and defect over trees with relatively poor vigor and growth, regardless of specie preference. For example, a WH with a relatively healthy crown will be favored over a similarly-sized DF with a faded crown. If the two trees possessed similar vigor/growth characteristics, the DF shall be the preferred leave-tree.

4. Quality Control/Tracking Requirements:

- I. **Provide maps and descriptive information.** A GPS is recommended in order to accurately map locations. The Inspectors must be able to verify/find, created openings, medium and big clumps and average basal area for the thinning portion of the unit. The best way to track wildlife and funky trees is to tally them. They can be tallied together. Payment is based on # of trees per acre marked so these will also need to be tallied.
- II. **Contractor shall inspect every unit and provide inspection reports to COR.** The FS may review work and provide comments prior to completion of the unit however the final payment based inspection will not be done until contractor has submitted inspection reports demonstrating marking meets Marking Plan requirements. **The Contractor's report shall provide the following information:**
 1. Number of Trees Per Acre Marked, # of orange quarts used. Note approx. reason/location for any black paint used. Include Lot number(s) of tracer paint used in unit.
 2. Final tally of the number of **Wildlife/Funky** Trees left in the unit.
 3. Provide the contract inspector with the locations of Gaps, Medium and Big Clumps. These may be accurately drawn on a map. Medium Clumps may be identified by painting an M on one of the trees in the Medium Clump (5-10 trees) and a B on one of the trees in the Big Clump (11-20 trees). Do not paint any other letter on

any other trees in the unit as these may conflict with other identifiers. **Provide notes** that include approx. size of Gaps.

4. Provide plot data and map of plot location. Plots shall be random using an unbiased pre-determined grid. Flag plot center and nearby tree. Write initials and plot # on flag. Include information such as species, size and description of all leave trees on plot. Example of descriptions are: "WL with Mistletoe Rating 2, Funky Tree, Wildlife Tree, Most Desirable PP, etc. Describe other trees available on plot. Such as, all other trees show signs of disease, all other trees are GF and LP < 21".

5. Unit Table: The Unit Acres in Col. 2 are estimates. The Final Acres will be determined prior to payment. Contractor shall achieve average stocking level (Col 3), Clumps (Col 4-6) and Gap acres. Small clumps do not need to be tracked because they naturally occur by selecting the Best Available Trees. Units will be added to the table as Rx becomes available.

Unit No. (Col 1)	Unit Acres (Col 2)	Average Stocking Level (Col. 3)	Clumps			Skips and Gaps		Markers (Col. 9)
			Small 2-4 trees (Col. 4)	Moderate 5-10 trees (Col. 5)	Big 11-20 trees (Col. 6)	No Cut Areas/Skip (Col. 7)	Created Openings/Gap (Col. 8)	

6. Field Version/Summary:

Unit No. (Col 1)	Unit Acres (Col 2)	Average Stocking Level (Col. 3)	Clumps			Skips and Gaps		Markers (Col. 9)
			Small 2-4 trees (Col. 4)	Moderate 5-10 trees (Col. 5)	Big 11-20 trees (Col. 6)	No Cut Areas/Skip (Col. 7)	Created Openings/Gap (Col. 8)	

II. Mark to leave:

- a. ALL live trees having a dbh ≥ 21 ".
 - b. ALL Wildlife Trees having a dbh ≥ 14 " : Trees with bird holes, large nests, *live snags* and trees with more cull material than sawlog material.
 - c. ALL WL, PP, or WP having **Most Desirable (D1)** characteristics. Trees with D1 characteristics do not have any indicator of disease or poor form and they are not crowded.
 - d. **Desirable/Suitable Trees in order of preference described in marking plan.**
 - e. **4-5 Funky Trees per acre.** Heavy lean or poor form (crooks, forked, large sucker limbs).
- F. **Clumps:** Size and number in chart above.
- G. Leave 20 of the best available T/A within created openings/gaps greater than 2 acres.

III. Vary the Density:

IV. **Do Not Mark A-I (below):** Exceptions shall be made for required leave trees (II.A.B.C), inaccessible *included timber*, and Created Openings/Gaps larger than 2 acres (see II G).

- J. Dead trees, hardwoods, or trees < 5 " dbh
- K. *Trees not expected to live for 10 years.* See underlined exceptions above.
- L. *Trees with severe insect or disease problems.* See underlined exceptions above.
- M. Trees within *No Cut Areas/Skips. Trees (other than the exceptions listed above) within Gaps.*
- N. Other species within 30' (stem to stem) of healthy Dominant or Codominant PP or WP.
- O. WL and DF with a *Hawksworth Mistletoe rating of 3 or more.* See underlined exceptions above.
- P. Any species with a poor *height to diameter ratio.*
- Q. Trees within 50' of an QA/PB group. See underlined exceptions above.
- R. RC in areas dominated by PP. See underlined exceptions above.

**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)
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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.

**COLVILLE NATIONAL FOREST
CAMPING PERMIT FOR CONTRACTS**

Contract Number: Project Name: _____

PERMISSION is hereby granted to _____ hereinafter called the permittee, to Camp, subject to the conditions set out below, on the following National Forest Lands:

Colville National Forest, Region 6, Newport Ranger District.

Camping at : _____
(location of specific camping area)

1. Occupancy and use under this permit shall begin _____ and end when the contract is terminated or completed.
2. Firewood may be cut only for camp use.
3. The campsite will not encroach beyond the boundaries designated by the Forest Service. No camp area shall be located within 100 feet of any open water (lake, stream, pond, etc.). No camping shall be permitted within developed recreation sites or along primary recreation roads unless approved by district recreation manager.
4. The campsite shall have a clean appearance at all times.
5. Upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within 10 calendar days all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in **writing** or in this permit. If the permittee fails to remove all structures or improvements within the 10 calendar days, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and restoration of the site.
6. Unless otherwise designated by the Contracting Officer or Sale Administrator, the use of this area is not exclusive and may be granted to other Permittees or recreating public. Disorderly conduct is not permitted.
7. Damaging or removing any natural feature or other property of the Forest Service is prohibited.
8. Servicing of equipment in the campsite is not permitted, unless the campsite is within the project area.
9. Toilet facilities adequate for the capacity of the camp, at not less than a 1: 15 ratio, shall be provided and supplied with adequate toilet paper. Such facilities shall be maintained in a sanitary condition. The toilet must be contained and pumped based on use. It must be placed away from streams.
10. Animal resistant containers shall be provided and used for the storage of all food (including pet) and beverages as well as garbage. Such containers shall be kept clean and emptied when full. All garbage and refuse resulting from this use, including waste materials, garbage, and rubbish of all kinds, shall be disposed of in approved County dump sites unless otherwise agreed in writing.

11. No waste water may be dumped on the ground. (Waste water is all domestic used water other than from toilets.) All trailers will be self-contained and their facilities will be utilized.
12. The permittee shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a **written** permit from the Forest Service.
13. The permittee must comply with the following fire regulations:
 - A. A shovel, axe or Pulaski, 10-quart pail, which is full of water for immediate use, and a fire extinguisher with an Underwriters Laboratory (UL) rating of at least 5:BC are required during the fire season.
 - B. All fire rings or outside fireplaces will be approved by a Forest Service representative. The area will be cleared down to mineral soil for a distance of one foot outside of the ring and it will not have any overhanging material. Fire rings will be dismantled and material dispersed prior to leaving the site.
 - C. All generators and other internal combustion engines will be equipped with USFS-approved spark arresters and/or factory designed muffler and exhaust system in good working order. They will be located in a cleared area with same requirements as in B.
 - D. All fuel storage areas will be approved by a Forest Service representative and be at least 50 feet from flammables.
14. Any violation of these conditions constitutes a Breach of Contract, and may result in revocation of camping approval.
15. The Forest Service reserves the right to terminate this permit at any time.
16. Other precautions: Contractor is to provide safety for employees and is not to damage forest resources such as meadows, trails, roads due to snow and muddy conditions.

Contractor's Vehicle Information: _____

By signature below, the parties agrees to all of the terms listed herein.

_____/_____
(Contractor/Permittee Signature) (Date Signed)

_____/_____
(Forest Service Representative) (Date Signed)



BioPreferred Program Product Categories

June 2013



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>

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

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

Diane C. Koplewski Division of Wage
 Director Determinations

Wage Determination No.: 1977-0209
 Revision No.: 47
 Date of Last Revision: 07/25/2014

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: \$4.02 per hour or \$160.80 per week or \$696.79 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.

PART IV--REPRESENTATIONS AND INSTRUCTIONS

**SECTION K--REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

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

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

(2) The small business size standard is \$7.5 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 Certificate. This provision applies to solicitations containing the clause at 52.225-1.

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$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 Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

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

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

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (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(Deviation 2012-001) (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.

Taxpayer Identification

What is your Taxpayer Identification Number (TIN)? _____

Data Universal Numbering System (DUNS) Number

What is your Data Universal Number System (DUNS) Number? _____

System for Award Management (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.

Site Visit

Have you visited the work site?

Yes No

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 Indicate if you have complied with the US Department of Labor and US Department of Homeland Security processes for the H2B Worker Program.

Certification and Disclosure of Involvement with Prospective Timber Purchasers

By submission of this quote, the offeror certifies that it does not and will not hold any personal or corporate interest in the purchase or harvest of any products being prepared for sale under this contract, not be directly or indirectly in the employment of the purchasers thereof. This certification is made in accordance with the requirements of the National Forest Management Act of 1976, Section 14, Timber Sales on the National Forest lands, (g).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Signature of officer/employee responsible for the offer

Typed name of officer/employee responsible for the offer

USDA – Forest Service EXPERIENCE QUESTIONNAIRE (Ref. FSH 6309.31 and 41 USC 1)		1. CONTRACTOR NAME, ADDRESS, AND TELEPHONE NO.			
INSTRUCTIONS: See Box 11, Remarks, if extra space is needed to answer any questions below. Mark "X" in appropriate boxes.					
2. SUBMITTED TO (<i>office Name and Address</i>)		3. BUSINESS <input type="checkbox"/> Company <input type="checkbox"/> Co-partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Non-profit Organization		4. How many years do you or your firm have in the line of work contemplated by this solicitation?	
5. How many years experience 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 (<i>Units</i>)	PERCENT COMPLETED	DATE CONTRACT COMPLETED
8a. Have you ever failed to complete any work awarded to you? <input type="checkbox"/> Yes <input type="checkbox"/> No 8b. Has work ever been completed by performance bond? <input type="checkbox"/> Yes <input type="checkbox"/> 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 the 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*):

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

EVALUATION QUESTIONNAIRE (Continued)
**ANSWERS ON A SEPARATE PIECE OF PAPER MUST BE RETURNED WITH QUOTE FOR
CONSIDERATION**

Technical Proposal Instructions. The technical proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Government. Therefore, the technical proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed, description of the techniques, procedures and program for achieving the objectives of the specifications/statement of work. Proposals which merely paraphrase the requirements of the Government's specifications/statement of work, or use such phrases as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be considered further. Failure to provide this information may result in a complete rejection of your quote and not considered. As a minimum, the proposal must provide adequate information in the form of a brief narrative on each of the evaluation factors described in Section M that clearly demonstrates ability to perform the required work satisfactorily. Quoters must provide the following:

1. Past Performance: The quoters shall provide specific information of **recent relevant** contracts which support performance over the past three years and provide **current references** who can confirm your past performance. Past performance will be evaluated by Government contacting a sample of customers from the listing of past projects, review of past performance surveys received and any other source available.

For those contracts with less than positive performance, you are encouraged to provide a description of the problems and the efforts made to correct and to prevent future occurrences.

For each relevant contract or reference, the offeror is requested to provide:

- Agency/Company and current point of contact and telephone number
- Period of performance
- Dollar value of contract
- Contract number and type
- Subcontractors used (If Any)

The Experience Questionnaire which is attached to this Section (Section K) may be used as the submittal format for relevant contract or reference information.

2. Technical: The offeror should provide at a minimum on a piece of paper attached to his/her quote.

1. Personnel and Project Management Plan. Who do you propose to have on site during task order performance that meets the requirements listed under Section C, Personnel Qualifications (Contractor Representative, crew leader, inspector and person who will be responsible for the paint)? Please provide a list of employees and their qualifications. List Tree marking experience and education of personnel you will use for this contract. Include years of experience and two references for each individual.

2. Contract Completion Date, Work Schedules and Production Levels. List the estimated daily production levels you will maintain during this contract. List size of crew used to determine production levels. Note the estimated effect that slope will have on your productions. Will you be able to meet the estimated work completion rates highlighted in Section F? What is your estimated rate for daily production

for tree marking? List a detail schedule of how you plan on completing the work Middle Fork units before November 15, 2014. On this unit what will be your production rate. Include how you will keep the Government informed of your work schedule?

3. Biobased Products and Green Purchasing. List all the biobased products you will use on this contract if any and the estimated dollar value. If you don't plan on using any, please insert a justification why. Example your company's green purchasing policy. Reference definition of green purchasing in Section C.

SECTION L--INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

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)

52.204-7 System for Award Management (JUL 2013)

52.215-1 Instructions to Offerors—Competitive Acquisition (JAN 2004)

52.215-5 Facsimile Proposals (OCT 1997) Note: Fax number is (509) 684-7280

52.237-1 Site Visit (APR 1984)

AGRICULTURE ACQUISITION REGULATIONS (48 CFR CHAPTER 4) CLAUSES

452.204-70 Inquiries (FEB 1988)

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/>.

Submittal of Quotes

Quoters shall fill out and return Section K (pages 56-66), the Experience and Evaluation Questionnaire attached to Section K along with the first 4 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

FAR 52.216-1 Type of Contract (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

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.

Site Visit

The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

SECTION M--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

AGRICULTURE ACQUISITION REGULATIONS (48 CFR CHAPTER 4) CLAUSES

452.216-72 Evaluation Quantities – Indefinite Delivery Contract (FEB 1988)

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/>.

Basis of Award and Evaluation of Quotes

Quoters shall enter a price for all sub-items. There will be 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. **Similar Projects.** Experience on projects similar in scope and complexity to the proposed project. :
2. **Quality of Services:** Demonstrated ability to perform services in accordance with the contract specifications. Conformance to good standards of workmanship.
3. **Customer Satisfaction:** Satisfaction of end users with the Contractor's completed services.
4. **Timeliness of Performance:** Compliance with delivery schedules; reliability; and responsiveness to technical direction. No assessment of liquidated damages.
5. **Cost Control:** Ability to complete contracts with budget (at or below); reasonableness of price change proposals submitted; providing current, accurate, and complete billings.
6. **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' interests.

All past performance factors are of equal importance.

B. Technical Factors

1. Personnel and Project Management Plan. How the Contractor will have the personnel (Contractor Representative, Crew Leader, Inspector and person responsible for the paint), and how they will meet the contract requirements. How the Contractor meets the experience and education as stated in the contract to and also to complete the contract. How the Contractor's personnel have experience doing tree marking work in the past.

2. Contract Completion, Weekly Work Schedule and Production Levels. How the work on the Middle Fork units will be completed by **November 15, 2014** (or sooner) and meet the minimum daily production levels for tree marking as stated in Section F. The progress schedule shall show project milestones and the realism of the schedule. How the weekly work schedule will be submitted to communicate how the project is going and a quality product is delivered and within time and budget.

3. Use of Biobased Items on this Contract and Green Purchasing. How the Contractor will use Biobased products on this contract if applicable and the dollar value. How the Contractor will implement a Green Purchasing policy.

Sub-technical factors Personnel and Project Management Plan, Contract Completion, Weekly Work Schedule and Productions Levels are more important than the other technical factors. The Quality Control Plan and Safety Plan are more important than the Biobased factor.

Technical factors are equal importance to all past performance factors.

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.

This is a request for quotes only. Any work resulting from this Request for Quotations shall be covered by an Award Document (for example: SF-26, Award Contract, or OF-347, Order for Supplies or Services).