

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER 743669		PAGE OF 1 49	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER AG-0261-S-15-0070		6. SOLICITATION ISSUE DATE 04/23/2015
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME DIANA EARLY			b. TELEPHONE NUMBER (No collect calls) 208-373-4134		8. OFFER DUE DATE/LOCAL TIME 05/07/2015 1200 MD
9. ISSUED BY CODE 0261 SW IDAHO-NEVADA ACQUISITION CENTER ATTN MATT MORRIS 1249 S VINNELL WAY STE 200 BOISE ID 83709-1663				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS:115310 SIZE STANDARD: \$7.5			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO CODE 0261 SW IDAHO-NEVADA ACQUISITION CENTER ATTN MATT MORRIS 1249 S VINNELL WAY STE 200 BOISE ID 83709-1663		16. ADMINISTERED BY CODE 0261 SW IDAHO-NEVADA ACQUISITION CENTER ATTN MATT MORRIS 1249 S VINNELL WAY STE 200 BOISE ID 83709-1663		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/ OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
TELEPHONE NO.				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Lake Creek Shrub Planting, Mountain Home Ranger District, Boise National Forest, per the attached specifications.  Contractor is required to be registered in SAM prior to award. See page 31 for documents to submit with your quote. Make sure NAICS code 115310 is referenced in your SAM registration.  QUOTES MAY BE FAXED TO: 208-373-4197. Period of Performance: 05/11/2015 to 05/14/2015 <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				MATTHEW A. MORRIS			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
001	Lake Creek Shrub Planting Mountain Home Ranger District See Schedule of Items				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT ( <i>Location</i> )
	42c. DATE REC'D ( <i>YY/MM/DD</i> )
	42d. TOTAL CONTAINERS

**SCHEDULE OF ITEMS**

<b>ITEM</b>	<b>SUB ITEM/DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
1	Lake Creek Post-Fire Restoration – Shrub planting	Acres	100	\$	\$
	<b>GRAND TOTAL</b>	<b>Acres</b>	<b>100</b>	<b>XXXXX</b>	<b>\$</b>

Under clause 52.212-4 (k) Taxes, Contractors shall be responsible for complying with any Federal, State, and municipal laws, codes and regulations applicable to the performance of the work. Questions regarding assessment of Idaho Use Tax on Government Furnished Property should be directed to the Idaho State Tax Commission at (208) 799-3491.

**CONTRACT TERMS AND CONDITIONS****ADDENDUM TO FAR CLAUSE 52.212-4, CONTRACT TERMS AND CONDITIONS  
—COMMERCIAL ITEMS (INCORPORATED BY REFERENCE ON STANDARD FORM 1449)**

The following are added to the terms and conditions in FAR 52.212-4:

**CLAUSES INCORPORATED BY REFERENCE**

**52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)**

**52.204-13 System for Award Management Maintenance. (JUL 2013)**

**52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)**

**52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)**

**52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)**

**CLAUSES INCORPORATED BY FULL TEXT**

**52.222-99, ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (DEVIATION 2014-0001)  
(October 2014)**

This clause implements Executive Order 13658, *Establishing a Minimum Wage for Contractors*, dated February 12, 2014, and OMB Policy Memorandum M-14-09, *Implementation of the President's Executive Order Establishing a Minimum Wage for Contractors*, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 states and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result

in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

(End of clause)

**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 sections 433 and 434 of the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, as amended and/or subsequently enacted, 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 debaring 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, amended and/or subsequently enacted

(End of Clause)

**452.211-74 Period of Performance. (FEB 1988)**

The period of performance of this contract will start approximately **May 15, 2015 and will have 1-3 days for completion.**

(End of Clause)

**AGAR 452.237-74 Key Personnel (FEB 1988)**

- (a) The Contractor shall assign to this contract the following key personnel: **Crew Leader.**
- (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.

(End of Clause)

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

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

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

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

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

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

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

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

(b) *Definitions.*

"Migrant Agricultural Worker" and "Seasonal Agricultural Worker", as used in this clause, mean individuals employed in agricultural (including forestry) work on a seasonal or temporary basis. A worker who moves from one seasonal activity to another is employed on a seasonal basis even though the worker may continue to be employed during a major portion of the year. Migrant workers are required to be

absent overnight from their permanent place of residence. Seasonal workers are not required to be absent overnight from their permanent place of residence. Members of the contractor's immediate family are not considered to be either migrant or seasonal workers. "Immediate family" includes only (1) spouse; (2) children, stepchildren, or foster children; (3) parents, stepparents, or foster parents; and (4) brothers and sisters.

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

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

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

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

(2) Wage and Payroll Standards

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

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

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

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

(3) Motor Vehicle Safety

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

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

(iii) Each vehicle under the ownership or control of the Contractor which is used to transport any migrant or seasonal agricultural worker shall be covered by vehicle insurance in accordance with applicable state requirements.

#### (4) Housing

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

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

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

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

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

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

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

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

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

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

### **Field Sanitation**

In accordance with US Department of Labor Fact Sheet No. ESA 97-28 “Field Sanitation Standards” (Ref. 29CFR 1928.110), employers must provide:

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

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

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

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

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

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

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

### EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

(a) *Definitions.* As used in this clause—

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at [2.101](#));

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 ([46 U.S.C. App. 1702](#)), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at [22.1803](#). An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as defined in [2.101](#), entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“United States”, as defined in [8 U.S.C. 1101\(a\)\(38\)](#), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

- (ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (3) If the Contractor is an institution of higher education (as defined at [20 U.S.C. 1001\(a\)](#)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
- (i) Enrollment in the E-Verify program; or
- (ii) Notification to E-Verify Operations of the Contractor’s decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor’s MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.
- (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
- (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) *Subcontracts.* The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—
- (1) Is for—

- (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
  - (ii) Construction;
- (2) Has a value of more than \$3,000; and
  - (3) Includes work performed in the United States.

#### **4G52.222-704 - Personal Protective Equipment (FEBRUARY 2007)**

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

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

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

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

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

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

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

#### **4G52.222-705 - Camping Provisions for Labor Intensive Contracts (FEBRUARY 2007)**

The following provisions apply to all camping on National Forest lands during performance of this contract:

These provisions are in addition to those contained in, or provided for, in the clause titled "Use of Premises," in this contract.

Every structure used as shelter must provide protection from the elements. Where heat adequate for weather conditions is not provided, other arrangements should be made to protect workers from the cold. Firewood may be cut only after obtaining a District Firewood Permit.

The campsite must not encroach beyond the boundaries designated by the Forest Service. The campsite must be located so as to minimize impacts on streams, lakes, and other bodies of water. No camping is permitted within developed recreation sites or along primary recreation roads.

The campsite must have a clean appearance at all times. Upon abandonment of any campsite, or termination, revocation, or cancellation of camping privileges, the contractor 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 the camping permit. If the contractor 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 contractor of liability for the cost of their removal and restoration of the site.

Unless otherwise designated by the contracting officer, the use of this area is not exclusive, and may be granted to other permittees, contractors, or recreating public. Disorderly conduct is not permitted.

Damaging or removing any natural feature or other property of the Forest Service is prohibited.

Servicing of equipment in the campsite is not permitted, unless the campsite is within the project area.

Sanitary facilities must be provided for storing food. Ice chests or coolers, with ice supply made from potable water and replenished as necessary, must be provided and sufficient for the storage of perishable food items.

An adequate and convenient potable water supply must be provided in each camp for drinking and cooking purposes.

Toilet facilities adequate for the capacity of the camp must be provided and supplied with adequate toilet paper. Such facilities must be serviced and maintained in a sanitary condition.

Garbage must be collected, stored, and disposed of in such a manner as to prevent scattering by the wind, minimize attraction of flies, and discourage access by rodents.

Basic first aid supplies must be maintained, available, and under the charge of a person trained to administer first aid. The supplies must include:

1. Gauze pads (at least 4x4 inches),
2. Two large gauze pads (at least 8x10 inches),
3. Box adhesive bandages (band-aids),
4. One package of gauze roller bandage at least 2-inches wide,
5. Two triangular bandages,
6. Scissors,
7. At least one blanket,
8. Tweezers,
9. Adhesive tape,
10. Latex gloves, and
11. Resuscitation device such as resuscitation bag, airway, or pocket mask.

Any washing of laundry must be done in such a way as to provide for washing and rinsing without polluting lakes, streams, or other flowing water.

Wastewater must be disposed of away from living and eating areas and in a fashion that minimizes pollution to lakes, streams, and other flowing water.

The contractor shall take all reasonable precautions to prevent and suppress forest fires. No material must be disposed of by burning in open fires during the closed season established by law or regulation without the written permission from the Forest Service.

The contractor shall comply with the following fire regulations during fire season:

During the fire season, 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 1:A 10:BC is required.

All fire rings or outside fireplaces must be approved by the Forest Service representative. The area must be cleared down to mineral soil for a distance of 1 foot outside of the ring or fireplace, and it must not have any overhanging material. Fire rings must be dismantled and material disposed prior to leaving the site.

All generators and other internal combustion engines must be equipped with Forest Service approved spark arrestors and/or factory designed muffler and exhaust system in good working order. They will be located in a cleared area with the same requirements as in described in the previous paragraph.

All fuel must be stored in UL approved flammable storage containers and be located at least 50 feet from any open flame or other source of ignition.

Any violation of these conditions constitutes a breach of contract, and may result in revocation of camping approval.

The Forest Service reserves the right to terminate a camping permit at any time.

(End of clause)  
(End of Addendum)

#### **52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Apr 2015)**

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

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

*[Contracting Officer check as appropriate.]*

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

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

\_\_\_ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

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

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

\_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).

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

\_\_\_ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

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

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

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

\_\_\_ (ii) Alternate I (Jan 2011) of 52.219-4.

\_\_\_ (13) [Reserved]

**X** (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

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

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

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

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

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

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

\_\_\_ (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637 (d)(4)).

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

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

- \_\_\_ (iv) Alternate III (Oct 2014) of 52.219-9.
- \_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- \_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- X (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 1999).
- X (28) 52.222-26, Equal Opportunity (Apr 2007) (E.O. 11246).
- \_\_\_ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
- X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- \_\_\_ (31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- \_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_ (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

- \_\_\_ (36) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-13.
- \_\_\_ (37) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.
- \_\_\_ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- \_\_\_ (39) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
- X** (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- \_\_\_ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- \_\_\_ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_ (ii) Alternate I (May 2014) of 52.225-3.
- \_\_\_ (iii) Alternate II (May 2014) of 52.225-3.
- \_\_\_ (iv) Alternate III (May 2014) of 52.225-3.
- \_\_\_ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X** (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- \_\_\_ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- \_\_\_ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- X** (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

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

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

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

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

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

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

*[Contracting Officer check as appropriate.]*

\_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

X (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

X (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

*This Statement is for Information Only:  
It is not a Wage Determination*

<b>Employee Class</b>	<b>Monetary Wage -- Fringe Benefits</b>
General Forestry Laborer, WG 6	\$17.57

(End of Clause)

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

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

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

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

\_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

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

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

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

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

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

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

(e)

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

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

(vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

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

(viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

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

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

(xi) \_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

(xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

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

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

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

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

(End of Clause)

## DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

### **SCOPE OF WORK:**

It is the purpose of this contract to secure services for planting approximately 15,000 Government-furnished seedlings of bitterbrush (*Purshia tridentata*). The Contractor shall furnish all labor, equipment, supervision, transportation, supplies (except those designated as Government-furnished), and incidentals to perform all work necessary to plant tree and/or shrub seedlings on the areas specified. All aspects of the work program shall be performed in an organized, systematic manner to assure services will be performed over the entire unit.

### **LOCATION AND DESCRIPTION:**

The planting areas are located in the Boise National Forest, Mountain Home Ranger District. See attached maps of the South Fork Boise drainage (within the Elk Complex Fire perimeter). The location of the work sites, access to the areas, method of site preparation, size of units, and other information pertinent to each planting unit is contained on the maps, project data sheet (See attachments), or in these specifications.

On the Mountain Home Ranger District the planting site may be accessed by two-wheel drive vehicles. If authorized, Off-road and highway vehicles will be used for treatment only on designated motorized trails and roads.

**PLANT MATERIAL:** Shrub seedlings are container 45's bitterbrush and sagebrush.

**PRINCIPAL ITEMS TO BE ACCOMPLISHED:** Plant shrub seedlings on 100 acres in specific upland shrub-steppe habitat restoration sites on the Mountain Home Ranger District. The following subparagraphs identify specific sub-tasks to fulfill the requirements of this project.

Upon receipt of the notice to proceed, The Contractor shall plant the shrubs, with correct species mixture, by hand using planting shovels, hoedads, augers or dibble bars to properly place, space, and compact soil around each shrub as specified. See Project Data Sheet for planting specifications.

Ultimately, the planting shall be accomplished in such manner as to provide the shrubs the best opportunity for survival (i.e. full soil to root contact, proper planting hole depth and proper plant spacing, etc.). Holes will be large enough and deep enough to insert plant roots wads without bending or crushing root fibers.

Plant roots will be completely surrounded by soil so that no roots are exposed to air. Soil around plant roots will be loose enough so that roots will thrive and grow, yet compacted enough so that there is no air contact to roots. Any unnecessary soil disturbance will be kept to a minimum. Shrubs shall remain in cold storage until the day they are planted to maintain dormancy. Any extra plants not planted will be returned to district office cooler or stored in cool, dry location each day (as approved by COR). All seedlings shall be free of damage as the result of handling or transportation.

Scalping to prepare the planting spot is required. See Project Data Sheet, Exhibit 1 for specifics on scalp size. See Exhibit 5 for seedling placement within scalp.

The Contractor shall be liable for any damages to property caused by the Contractor's operations and in the event of damages, the Contractor, at the Contractor's expense, will restore all disturbed or damaged areas to their original condition.

In performance of this contract, the Contractor will use acceptable planting shovels, planting bars, small augers, planting bags, and other needed equipment, supervision and transportation for planting personnel.

**Spacing and planting patterns:** The Contractor shall plant the shrubs in several patterns as determined and directed by the staff of the Boise National Forest. Spacing of the plants shall be on 10-30' foot centers (depending on pattern specified by Boise National Forest staff) and planted in rows, triads, islands, or patches. The goal of this effort is to re-establish a mosaic of shrub colonies that can provide natural regeneration of larger areas, and to provide specific habitat requirements within these areas. Planting will be focused on plantable pockets and microsites, focusing on areas where bitterbrush skeletons are present. Staff from Boise National Forest will identify specific sites and planting patterns to be used. The planting crew will be instructed on the location, plant spacing, and distance for each unit planted prior to planting. It is estimated that approximately 151 seedlings will be planted per acre (17 X 17). (See Project Data Sheet, Exhibit 1.)

**INTERFACE WITH OTHERS:** Government use of the facilities in this project area is anticipated while the work of this contract is being performed. The work shall be planned and accomplished so that there will be a minimum of interference and inconvenience to other operations taking place on the Boise National Forest. The Contractor shall coordinate with staff of the Boise National Forest to determine what other operations are scheduled to occur in areas affected by this project and to plan planting efforts in coordination with other management activities on National Forest Lands.

The contractor will provide transportation, supervision, labor, operating supplies, and incidentals except those items listed in Government Furnished Property, below.

**GOVERNMENT FURNISHED PROPERTY:**

The government will furnish the following materials:

- Container 45 shrub seedlings.
- Map of the areas to be planted
- Marking (flagging) of areas to be planted
- Plant storage and plant transport to Lester Creek Guard Station
- Oversight of planting activity and coordination with other management activities on the Mountain Home Ranger District

The Contractor shall pick up Government-furnished planting stock needed for the days plant at the Lester Creek Guard Station office at prearranged times. Contractor transport of planting stock shall be by either fully enclosed trailers or pickups with fully enclosed canopies. Inside box temperatures shall be monitored and recorded. Government furnished property shall be receipted for by the Contractor when it is picked up.

Boxes, baggies (or other wrapping materials) shall be returned to the guard station daily.

**The Contractor must inform the Government of the number of seedlings needed by noon one day prior to the date required for planting.**

TECHNICAL REQUIREMENTS:

**Contractor Responsibilities:**

1. All seedlings shall be planted in accordance to the specifications provided here and as instructed in the pre-work meeting. Should the Contractor encounter obstructions of any nature, the Contractor will notify the COR who will arrange adjustments.
2. The Contractor will transport shrub seedlings, from Lester Creek Guard Station to the planting site. The Contractor will protect the seedlings from adverse weather and keep the plants in good condition. See attachments for Care of Seedlings, Exhibit 5.
3. During the course of operations, the Contractor shall remove from the work site all excess and waste materials. Any damage within the planting area will be restored to the original condition by the Contractor at the Contractor's expense, if such damage is the result of the Contractor's operations.
4. The Contractor will notify the COR when planting is completed and will request an inspection in order to determine whether or not the project meets the specifications contained herein. If the work is acceptable, a written notice shall be provided stating so. If deficiencies are found in the work, a list of items requiring attention will be furnished to the Contractor by the Contract Inspector. The deficiencies will be corrected by the Contractor within five (5) days and a re-inspection will be made.
5. The Contractor will supply own transportation. Off-road and highway vehicles will be used for treatment only on designated motorized trails and roads. In those areas not designated for motorized use, contractor will complete treatment on foot or with pack animals.
6. The Contractor shall return all unused materials supplied by the Government after coordinating a place, date, and time with the COR.
7. The Contractor will provide all necessary safety protective equipment.
8. The Contractor will provide a final map of planted areas.
9. The Contractor will provide a phone number where they can be contacted after hours (when not working on the contract). The Contractor shall prepare a work plan and schedule that demonstrates that work will be completed within the performance period described in Contract Time. The Contractor shall provide a general plan with the technical proposal. A supplementary plan and schedule shall be provided after contract award at prework meeting.
10. The Contractor shall update the work plan as work is in progress to account for changes; the Contracting Officer may accept the updated work plan.
11. Planting bags shall not be transported or come in contact with petroleum products.
12. Each planting crew will have a designated "Runner" responsible for transporting seedlings from the roadside delivery point to resupply the planters on the planting unit unless otherwise authorized by the COR
13. The Contractor shall immediately notify the COR if dry roots, mold, or other evidence of damage to seedlings is observed.

## Performance Requirements Summary

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

Work Statement	Performance Standard	Government Method of Assessment	Incentives and Deductions for meeting the Standard
Seedling Handling, Care, and Transportation	Seedlings are properly handled and cared for. Box temperatures are below 50 degrees F while in the Contractor's possession. When violations occur, Contractor takes corrective action immediately.	COR and inspector will monitor operations and conduct random samples throughout day.	<ul style="list-style-type: none"> <li>The Contractor's care and handling of seedlings will affect the performance assessment as either a positive or a negative incentive.</li> <li>If Contractor meets the standard, no deduction.</li> <li>If Contractor does not meet the standard and/or take corrective action, the Government may assess liquidated or actual damages (Section Contract Administration Data), and provide adverse performance assessment.</li> </ul>
Seedling Planting	Planting quality meets or exceeds performance standard of 90% quality.	COR or inspector conduct periodic inspection consisting of plots consistent with Planting Inspection.	<ul style="list-style-type: none"> <li>The Contractor's planting quality will be reflected in the performance assessment as either a positive or a negative incentive.</li> <li>If Contractor achieves 90% planting quality or greater, full unit price as incentive.</li> <li>If Contractor does not achieve at least 90% quality, deductions will be made as per Section Contract Administration Data and may result in adverse performance assessment.</li> </ul>
Quality Control	Contractor maintains good quality control on all aspects of operation including seedling handling, preparation and planting. Actions not consistent with contract specifications are corrected as per the Quality Control Plan.	COR or inspector randomly sample and observe operations.	<ul style="list-style-type: none"> <li>The quality of Quality Control provided by the Contractor will be reflected in the performance assessment as either a positive or a negative incentive.</li> <li>If the Contractor fails to meet standards, work may be suspended or the Contractor put in Default for failure to take corrective action immediately and result in adverse performance assessment.</li> </ul>
Work Plan and Schedule	Work meets schedule as per the accepted work plan.	COR and inspector conduct periodic monitoring.	<ul style="list-style-type: none"> <li>The Contractor's ability to maintain the work schedule and complete work on schedule will be reflected in the performance assessment as either positive or negative incentive.</li> <li>Work not completed on schedule is</li> </ul>

Work Statement	Performance Standard	Government Method of Assessment	Incentives and Deductions for meeting the Standard
			subject to Default and may result in assessment of actual costs.

**INSPECTION AND ACCEPTANCE**

**GOVERNMENT VERIFICATION**

- A. The Government will conduct verification inspections to determine compliance with specifications. Each subitem/unit will be verified separately and inspection results on one subitem/unit will not be averaged with those of other subitem/units. Determinations of the acceptability of the work performed will be based on these verification inspections and will be considered conclusive. The Contractor or a designated representative is encouraged to observe inspections while they are underway. Verification inspection of a subitem/unit may or may not be performed immediately following planting.
- B. Government inspection will consist of observation of seedling handling, site preparation, spacing, planting and inspection procedures, and examination of individual seedling on sample plots.

**REINSPECTION UPON CONTRACTOR REQUEST**

- A. If the original verification inspection results are unacceptable to the Contractor, the Contractor will have the option to request, in writing, a full inspection by the Government. Requests for reinspection shall be made in writing within five days after receipt of initial inspection results.
- B. **Inspection results used for payment will be determined as specified elsewhere herein.**

Acceptance will be determined by inspection of the planted seedlings. Inspection will be made on a representative cross section of the planted areas and will consist of examining for the following:

- Depth of planting hole/Proper planting depth
- Firmness or tamping the soil after planting
- Spacing
- Position of stems
- Proper planting spots with scalping if needed

Plots will be taken to sample for the above criteria. See Exhibit 8 for example inspection sheet and procedures. Acceptance will be made if 90 percent or greater of the seedlings planted within the plots meet the criteria.

After inspection, the Contractor will be notified in writing by the COR of the acceptance of all work.

**ADDITIONAL DELIVERIES AND PERFORMANCE REQUIREMENTS**

The Government will issue a Notice to Proceed as soon as weather and ground conditions are favorable for survival of planting stock. Upon issue of notice to proceed, the Contractor shall have 4 days to mobilize and begin planting the shrubs. The narrow window of performance is required to take advantage of optimum soil moisture opportunities and to ensure that shrubs retain their integrity.

Whenever the Contracting Officer or their representative determines that the temperature, humidity, soil moisture, winds, or a combination of these and other physical conditions have become unsuitable for seedling survival on any area, the Contractor shall move the work force to another area as prescribed by the Contracting Officer/representative. When no other area is available, the Contracting Officer will issue a Suspend Work Order for the item(s) and the count of contract time will stop for that item(s). When conditions are again favorable, the Contracting Officer will issue a verbal Resume Work Order and confirm the verbal in writing. The count of contract time will resume on the day indicated by the Contracting Officer. 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 phone during periods of work suspension. If the Contractor cannot be reached by the telephone number provided, or if the Contractor fails to leave a number, written Resume Work Order will be mailed and the count of contract time will resume on the date specified on the Resume Work Order.

## LIQUIDATED DAMAGES

It is understood and agreed that the loss to the Government by lowered planting quality exceeds the amount by which planting quality is lower than 90 percent, and that replanting at a later date will likely be necessary if planting quality is below 80 percent.

(1) If the Contractor fails to plant at an acceptable level of quality (90 percent), the Contractor shall, in the place of actual damages, pay to the Government as fixed and agreed liquidated damages as follows for each acre of planted at less than 90 percent quality:

Less than 80 percent quality .....Contractor's bid price per acre  
 Quality between 80 and 90 percent .....Actual quality % below 100

*i.e. inspection quality 86% for unit. Payment made on bid price less 14% for that unit.*

(2) Alternatively, if quality of planting falls below 80 percent and is not corrected, the Government may terminate this contract in whole or in part under the Termination for Cause clause in this contract and, in that event, the Contractor will be liable for fixed and agreed liquidated damages on all acres planted where the planting quality is less than acceptable. In addition to liquidated damages charged for acres planted where the quality is less than acceptable, the Contractor may be assessed actual damages for the remaining acres that have not been planted under this contract but that have been terminated.

(3) The Contractor shall not be charged with liquidated damages when the unsatisfactory quality of planting arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Termination for Default clause in this contract.

## **Work completed after the performance period.**

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

**CONTRACT ADMINISTRATION DATA**

A post award conference with the successful offeror is required. The conference will be held at a mutually agreed upon time and location.

**MEASUREMENT AND PAYMENT**

Method of Measurement. Acreage for some planting units as described on the Schedule of Items and Project Data Sheet, Exhibit 1, have been estimated using aerial photogrammetric methods. The government may be traversing units and re-calculating unit acreage where photogrammetry was the sole source of acre distribution. Re-calculating unit acreage may result in a net increase or decrease in Contractor's final payment. All linear and area measurements required under this contract will be measured on a horizontal plane.

Remeasurement. Acreage remeasurement of a pay item under this contract will be made upon written request of the Contractor. Request for remeasurement must be made in writing within 10 days after planting has been completed on the pay item or unit to be measured.

The total acreage of a pay item will be the basis for determining any differences between original measurement and remeasurement. If remeasurement indicates a difference of not more than 5 percent from the original measurement, the Contractor shall pay for the actual costs of remeasurement. Payments will be based on the second measurement. No adjustment will be made for differences less than one acre.

**METHOD OF PAYMENT.**

A. Payment for Planting

1. Government quality assurance inspection processes are discretionary. This discretion allows the Government the options of performing 'walk-through' inspection, random inspection of underground compliance, or full inspection procedures. If the Contracting Officer determines that the Contractor's inspection results are credible, payment will be based upon Contractor's inspection results. If the Contracting Officer determines that the Government's inspection results are credible, payment will be based upon the Government's inspections. (If Government inspections are to be used for payment purposes, full compliance with the inspection processes described in Exhibit 8 is required). This is a determination that will be made and documented for each pay item. If the more credible inspection results indicate the percentage is 90 or above, payment will be made at 100% of the pay item unit price. Where planting quality is 80% and above, but below 90%, payment will be made for the actual quality percent earned. If planting quality results are less than 80%, see Liquidated damages section.

2. Payment will be based on the following formula:

$$\text{Payment Quality} = \frac{\text{No. of Sat. Seedlings Above-Ground}}{\text{No. of Plantable Spots}} \times \frac{\text{No. of Sat. Dug Seedlings}}{\text{No. of Dug Seedlings}} \times 100$$

a. If the Government performs a full 1 percent inspection sample which the Government intends to use for payment purposes, and the Contractor disputes the inspection results, the Government will re-inspect. The Government is not required to perform a second re-inspection.

i. If the Government reinspection results are within 5 percentage points of the original Government inspection, pay will be based on the original Government's inspection. The Contractor will be billed for the Government's inspection costs.

ii. If the Government reinspection results are greater than 5 percentage points from the original Government's inspections, pay will be based on the Government reinspection results (regardless of the outcome), and the Contractor shall not bear the Government reinspection costs.

**WASTED SEEDLINGS/WRAPPERS**

Wasted seedlings and containers will be charged as follows:

- \$.50 - 1-0 or 2-0 bareroot seedling
- \$.55 - 3-0 bareroot seedling
- \$.60 – 112 and 160 cell sized container grown seedling

Such charges will be deducted from earnings as calculated above. Number of wasted seedlings to be charged for shall be calculated as follows: Total number of wasted seedlings from inspection record divided by number of plots taken multiplied by the reciprocal of the plot size times number of acres in pay item, plus seedlings determined wasted under care of seedlings specifications. For example, if a total of 10 wasted seedlings were found on 40 1/100-acre plots which were taken on a 60-acre unit, and a bundle of 200 seedlings had been wasted through improper care, the calculation would be made as follows:

$$\frac{10 \times 100 \times 60}{40} = 1500 + 200 = 1700 \text{ wasted seedlings}$$

Charges for Government-furnished property that is not returned, or returned in a nonusable condition, will be at the following rates:

It is mutually agreed that if the Contractor wastes seedlings at a rate that will not allow the planting of an entire pay item, the unplanted acres may be deleted from the contract through a partial default termination. In this event, the Contractor shall be liable for damages suffered by the Government to plant the defaulted acres whenever seedlings become available. In addition, the estimated cost of damages may be withheld from the Contractor's earnings.

<u>Government-Furnished Property</u>	<u>Rate of payment</u>
Burlap or synthetic equivalent	\$.25 each

**ADDITIONAL PROVISIONS**

**USE OF PREMISES** (a) Before any camp, quarry, borrow pit, storage, detour, or bypass site, other than shown on the drawings, is opened or operated on USDA land or lands administered by the USDA, the Contractor shall obtain written permission through the Contracting Officer. A camp is interpreted to include a campsite or trailer parking area of any employee working on the project for the Contractor.

(b) Unless excepted elsewhere in the contract, the Contractor shall (i) provide and maintain sanitation facilities for the workforce at the site and (ii) dispose of solid waste in accordance with applicable Federal, State and local regulations.

## CAMPING AND WORKSITE CONDITIONS

Camping and Worksite Plan shall be consistent with requirements set forth in this section. The Contractor shall provide a general plan with the technical approach and shall provide a more specific plan based on items awarded, prior to start work.

The Contractor shall be aware of and abide by the rules of the Boise National Forest applicable to forest visitors.

The Contractor shall obtain a Letter of Authorization to camp from the District Ranger prior to camping on Forest Service land.

**Final payment shall be withheld until the authorized camping area has been cleaned up to the requirements of the Letter of Authorization to Camp.**

If the Contractor does not obtain a Letter of Authorization to Camp but requires his/her employees to obtain the Letter of Authorization to Camp, the Contractor remains responsible for campsite clean-up and his/her employees conduct while camping on National Forest land.

**Contractor Information: The Contractor shall abide by the OSHA's Field Sanitation Standard Fact Sheet No. OSHA 92-25, which applies to agricultural establishments hiring 11 or more workers for hand labor.**

**SUBCONTRACTS.** The Contractor shall request permission to subcontract any portion of the contract in writing and furnish sufficient evidence that the subcontractor is experienced and equipped for such work. Written consent to subcontract any portion of the contract shall not be construed to relieve the Contractor of any responsibility under the contract.

**LANGUAGE.** The Contractor's on-site representatives and all seedling carriers shall be fully conversant in the English language. The representative and carriers shall be able to fully comprehend English and interpret English instructions fully and completely to the native tongue of their crew.

**ORGANIZATION OF CREWS.** Planting shall be performed in an organized systematic manner. Crew members shall not be scattered within or between units except as necessitated by on-the-ground conditions and only when authorized by the Contracting Officer Representative.

## List of Attachments, See Attached File

1. Wage Determination #1995-0228, Rev 33, 2/23/15, 3 Pages
2. Workman's Compensation Information, 1 Page
3. Workman's Compensation Forms, 3 Pages
4. Exhibit 1, Project Data Sheet, 1 Page
5. Exhibit 2, Lake Creek Planting Vicinity Map, 1 Page
6. Exhibit 3 Lake Creek Planting Map, 1 Page
7. Exhibit 4, Lake Creek Small Scale Map, 1 Page
8. Exhibit 5, Care of Seedling
9. Exhibit 8, Planting Inspecting Sheet, 1 Page
10. Exhibit 9, Sample Letter of Authorization to Camp
11. Fire Precautions, 2 Pages

**SOLICITATION PROVISIONS**

**ADDENDUM TO FAR PROVISION 52.212-1, INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (INCORPORATED BY REFERENCE ON STANDARD FORM 1449)**

**1. FAR 52.212-1, paragraph (b)(8), is changed to read:**

**(8) A completed copy of the representations and certifications at FAR 52.212-3.**

PRICE PROPOSAL: Complete the “Signature of Offeror/Contractor” part of the Standard Form 1449 in Blocks 30a, 30b, and 30c. An authorized official of the firm must sign the Standard Form 1449. Provide complete pricing for all items listed on Pages 1 and 2 of this solicitation. **PLEASE COMPLETE AND RETURN PAGES 1-3, THIS PAGE, LAST PAGE AND ATTACHMENT 3. Do not return all pages – only those requested.**

**GENERAL INFORMATION**

INFORMATION REGARDING SUBMISSION OF PROPOSALS: Emailed or Faxed proposals are acceptable. Return all signed proposals to the address in block 9 of the SF 1449 or by facsimile transmission to the attention of Diana Early. The fax number is 208-373-4168. The email address is: [dearly@fs.fed.us](mailto:dearly@fs.fed.us). Recommend a follow-up phone call after faxing or emailing to ensure receipt of proposal by the Contracting Officer prior to the offer due date and time located in block 8 of the SF 1449.

Late proposals will be processed in accordance with FAR 52.212-1(f) “Late submissions, modifications, revisions, and withdrawals of offers.”

Provide the following information:

Taxpayer Identification Number (TIN) and DUNS NUMBER

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

DUNS #: \_\_\_\_\_

**SPECIAL  
NOTICE:**  
\_\_\_\_\_

**CONTRACTOR IS RESPONSIBLE FOR UPDATING THE CONTRACTING OFFICE OR PROCUREMENT STAFF OF ANY CHANGES THAT ARE MADE IN SAM THAT COULD AFFECT PAYMENTS TO THE CONTRACTOR (change in bank account or address). IN ORDER FOR THE CONTRACTOR TO RECEIVE PAYMENTS, THE CONTRACTING OFFICE WILL NEED TO NOTIFY THE NATIONAL FINANCE CENTER TO UPDATE THEIR RECORDS FROM SAM.**

(End of Provision)  
(End of Addendum)

**52.212-2 Evaluation -- Commercial Items (Oct 2014)**

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

- (i) *price*;
- (ii) *past performance*

Price and past performance are approximately equal.

The Government will award the contract to the offeror(s) who (a) asserts to the terms of the solicitation, and (b) has the best combination of experience, past performance, and price. Experience is a matter of the number of opportunities an offeror has had to do similar work and to encounter the kinds of problems that the Contractor is likely to encounter in the performance of this contract. Past performance is a matter of an offeror's reputation for integrity and customer satisfaction. Quality control and the understanding of the work is a matter of the offeror's familiarity with the nature of the work and with the kinds of problems the Contractor is likely to encounter during performance.

Award may not necessarily be made to the Contractor submitting the lowest quote. Award will be made to the firm with the best value considering the evaluation criteria listed. The Government reserves the right to make cost/technical trade-offs that are in the best interest of the Government. Award may be made without further negotiation. Quotes should be submitted initially at the most favorable price.

Experience, technical and past performance, when combined, are approximately equal to price.

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

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

(End of Provision)

**52.212-3 Offeror Representations and Certifications -- Commercial Items (Mar 2015)**

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

(a) *Definitions*. As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and

who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

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

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

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

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

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

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

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

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

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
  - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

(b)

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

(2) 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 this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. *[Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

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

(ii) It  is,  is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

(2) *Affirmative Action Compliance.* The offeror represents that --

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for

influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

(g)

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or

Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

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

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

---

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

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

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

(4)  Have,  have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This

is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

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

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

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

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

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

(2)  Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification

as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

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

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

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

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

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

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting

requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

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

(3) Taxpayer Identification Number (TIN).

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

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

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

(5) Common parent.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) *Representation.* By submission of its offer, the offeror represents that—

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

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

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

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

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

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

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

Is the immediate owner owned or controlled by another entity:

Yes or  No.

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

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

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

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

(End of Provision)

**452.204-70 Inquiries. (FEB 1988)**

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

(End of provision)

**AGAR 452.209-70 Representation by Corporations Regarding an Unpaid Delinquent Tax Alternate 1, FEB 2012**

(a.) Awards made under this solicitation are subject to the provisions contained sections 433 and 434 in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, as amended and/or subsequently enacted, 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.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

## List of Attachments

1. Wage Determination #1995-0228, Rev 33, 2/23/15, 3 Pages
2. Workman's Compensation Information, 1 Page
3. Workman's Compensation Forms, 3 Pages
4. Exhibit 1, Project Data Sheet, 1 Page
5. Exhibit 2, Lake Creek Planting Vicinity Map, 1 Page
6. Exhibit 3 Lake Creek Planting Map, 1 Page
7. Exhibit 4, Lake Creek Small Scale Map, 1 Page
8. Exhibit 5, Care of Seedling
9. Exhibit 8, Planting Inspecting Sheet, 1 Page
10. Exhibit 9, Sample Letter of Authorization to Camp
11. Fire Precautions, 2 Pages



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

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

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

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

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2014, unless otherwise indicated. REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
Standard Form 1444 (SF-1444)

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

ATTACHMENT 02  
Workman's Compensation Information

**NOTICE OF OFFERORS**

**STATE OF IDAHO CERTIFICATE OF VERIFICATION  
OF WORKER'S COMPENSATION INSURANCE**

Read thoroughly before completing form

***WHAT ARE THE WORKERS' COMPENSATION REQUIREMENTS?***

The Idaho Workers' Compensation Law requires that employers who hire one or more, either full or part-time employees, to perform work in the State of Idaho, carry workers compensation insurance unless specifically exempted. *Failure to comply could result in monetary penalties as well as an injunction to prohibit the employer from operating the business. Failure to carry workers' compensation insurance for employees is a misdemeanor under Idaho Law.*

***WHO MUST COMPLETE THIS FORM?***

Any person, partnership, limited liability company, corporation or firm who is bidding on a contract for the United States Department of Agriculture/Forest Service (USFS) for work that is within the State of Idaho and who has been notified by the USFS that he/she/it has been selected for a USFS contract.

***WHEN MUST THE FORM BE COMPLETED?***

The form must be completed and forwarded to one of the Industrial Commission offices when you are notified by the USFS that you have been selected for a USFS contract. The approval of the Industrial Commission is required prior to the final award.

***ADDITIONAL COMMENTS:***

**Failure to complete any part of the form that is applicable to your operations could result in a delay in processing.**

If any of the work is to be performed by sub-contractors, each sub-contractor must obtain and complete a Certificate of Verification of Worker's Compensation Insurance.

If your business is a partnership, limited liability company or corporation, each partner/member/corporate officer must sign the form where designated.

You must submit a separate verification form for each contract awarded.

***ONCE THE BIDDER HAS COMPLETED AND SIGNED THE FORM, FAX, MAIL, OR DELIVER IT TO THE APPROPRIATE INDUSTRIAL COMMISSION OFFICE. IF YOU HAVE ANY QUESTIONS, CONTACT A COMPLIANCE REPRESENTATIVE AT ANY OF THE FOLLOWING OFFICES:***



12. Contract #: **AG-** Estimated Start Date:

13. Location of Work:

14. Description of Work:

15. Forest Service District Office Overseeing Contract: **Contracting Officer**

16. **DO YOU HAVE WORKERS' COMPENSATION INSURANCE?** Yes  No

17. Workers' Compensation Insurance Company

Name of Carrier: \_\_\_\_\_

Policy # \_\_\_\_\_ Effective Date \_\_\_\_\_

Name of Agent \_\_\_\_\_ Tel. # \_\_\_\_\_

Address \_\_\_\_\_  
Street, Box City, State Zip

Extraterritorial Coverage # \_\_\_\_\_

State \_\_\_\_\_ Date Approved \_\_\_\_\_ Expiration Date \_\_\_\_\_

18. If Contractor is a **sole proprietorship/partnership/limited liability company**, will workers other than the proprietor or partners/members be performing any of the work to be done under this contract?

Yes  No

**If yes**, state the approximate number of such workers and, if known, their names, permanent addresses, telephone numbers, and date of hire. (Attach additional pages, if needed.)

19. If Contractor is a **corporation**, will workers who are not officers and 10% shareholders and directors of the corporation be performing any of the work to be done under this contract?

Yes  No

**If yes**, state the approximate number of such workers and, if known, their names, permanent addresses, Telephone numbers, and date of hire. (Attach additional pages, if needed.)

20. Do you intend to use any sub-contractors to assist you in the performance of this contract?

**Note: All sub-contractors used on this contract must also submit a Certificate of Verification of Workers' Compensation Insurance for approval prior to commencing work in this contract.**

Yes  No

If yes, state their names, business names, permanent addresses and telephone numbers.

21. Based upon my knowledge of the work to be performed under the contract specified on page 1 and upon my knowledge of work practices, methods and technologies to be applied during this contract, I estimate that \_\_\_\_\_ workers are necessary to do the work in the time prescribed, assuming average production rates and conditions.

22. I certify that the above information is true and correct to the best of my knowledge and belief.

Further, I agree to inform the Industrial Commission Compliance Officer if there is any change in the above Information during the time this contract is in effect.

\_\_\_\_\_  
Type or Print Contractor's Name

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

23. If the business is a partnership, limited liability company or corporation, this document requires the signature of **all** of the partners/members/corporate officers. (Attach additional pages if necessary.)

_____	_____	_____	Date _____
Partner/member/Corp. Off.	Title	% of Ownership	
_____	_____	_____	Date _____
Partner/member/Corp. Off.	Title	% of Ownership	
_____	_____	_____	Date _____
Partner/member/Corp. Off.	Title	% of Ownership	
_____	_____	_____	Date _____
Partner/member/Corp. Off.	Title	% of Ownership	

-----  
**CONTRACTOR – DO NOT WRITE BELOW THIS LINE**

Based solely upon the assertions above set forth, and without warranty of continued compliance, the Idaho Industrial Commission finds that Contractor:

- Currently carries workers' compensation insurance as required by state law.
  
- Has a current extraterritorial on file from the State of \_\_\_\_\_ which covers only \_\_\_\_\_ based employees while working temporarily in the State of Idaho. Extraterritorial coverage expires \_\_\_\_\_.
  
- Is not required to provide workers' compensation insurance because:
  - Is a partnership/limited liability company/sole proprietor which employs no workers other than the partners/members/sole proprietor and will not employ any other workers under this contract.
  
  - Is a corporation which employs no workers other than individuals who are corporate officers, directors and 10% shareholders and will not employ any other workers under this contract.
  
  - Other (Specify):

(By making the above finding, the Commission does not warrant continued compliance.)

- Has not obtained the required workers' compensation insurance.

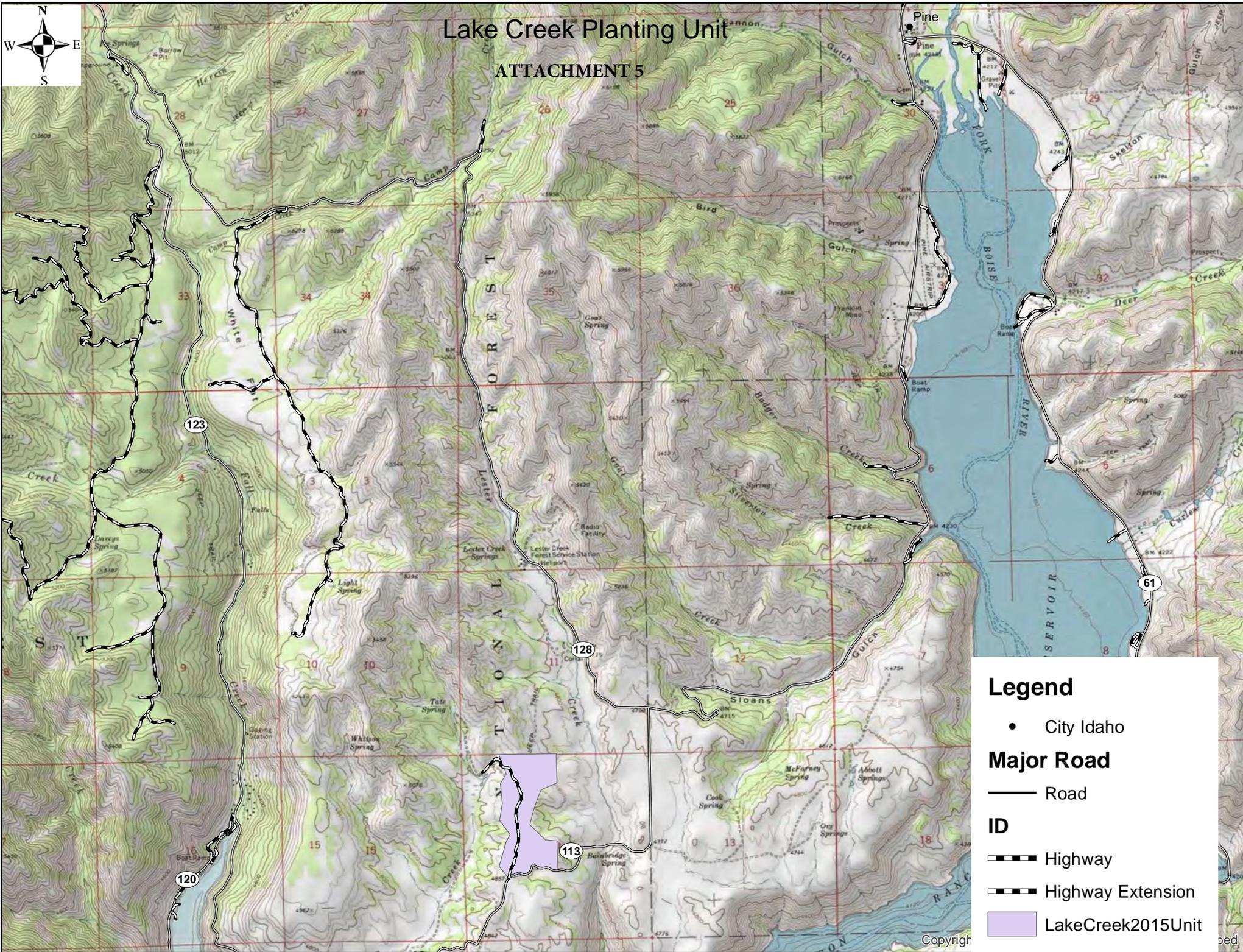
\_\_\_\_\_  
Industrial Commission Compliance Officer  
Date \_\_\_\_\_  
Contract/Solicitation # \_\_\_\_\_





# Lake Creek Planting Unit

## ATTACHMENT 5

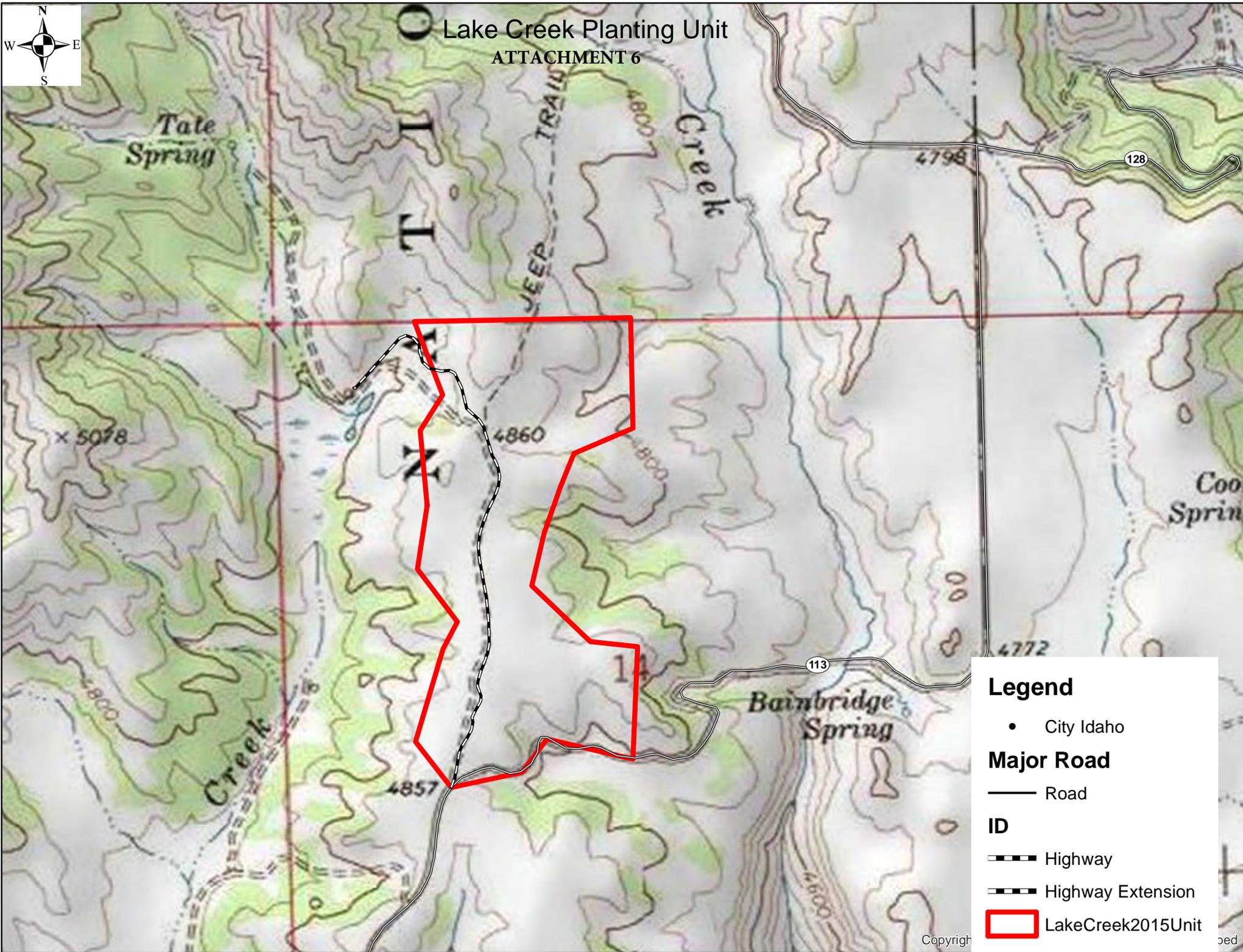


### Legend

- City Idaho
- Major Road**
- Road
- ID**
- ▬ Highway
- ▬ Highway Extension
- LakeCreek2015Unit

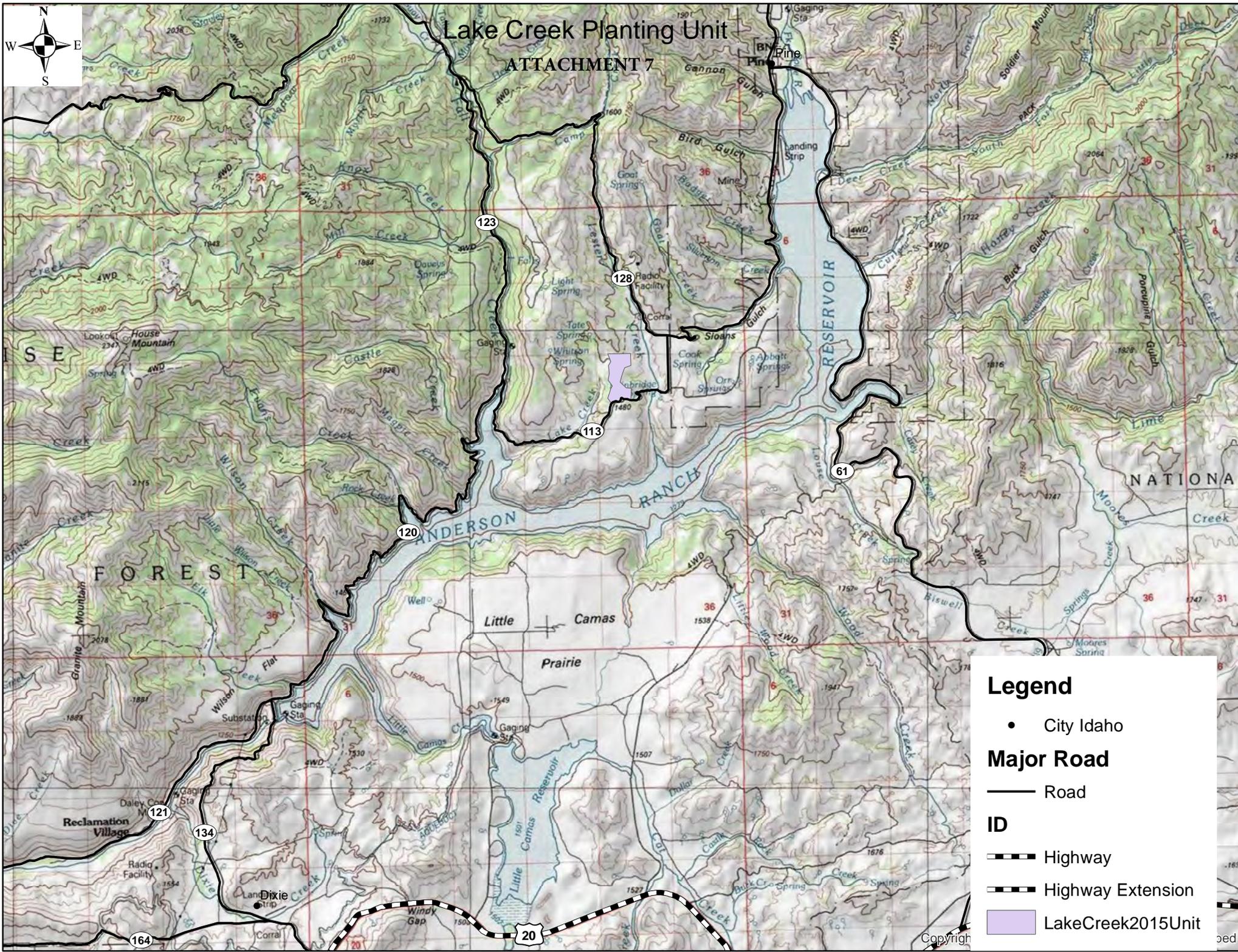


Lake Creek Planting Unit  
ATTACHMENT 6



**Legend**

- City Idaho
- Major Road**
  - Road
- ID**
  - Highway
  - Highway Extension
  - LakeCreek2015Unit



Copyright

bed

## ATTACHMENT 8

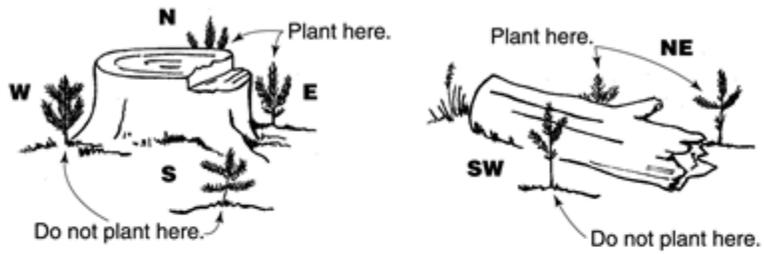
The container plugs are extracted from the container racks and packed (3 seedlings per package) in plastic baggies. Distribute plugs to planters in baggies, which are placed directly into the planting bag.

Container 6- to 9-inch plugs are generally easier to plant than longer rooted bareroot seedlings. Containers are especially recommended for rocky sites where holes cannot be opened properly for bareroot stock. Containers can be planted with almost any planting tool available. Hoes, bars, and augers have all been used successfully, however, dibbles are not recommended.

1. Planting Depth. Plant the plug deep enough so that about 1 inch of soil can be placed on top of plug, level with surrounding soil surface in order to seal the plug in the ground. This is necessary in areas prone to frost heaving. In all cases, the entire plug and root media must be below the ground surface.
2. Plug (root) Arrangement. While container trees are somewhat easier to plant than bareroot trees, the same care should be given to ensure containers are properly planted. Do not break, bend, flatten or distort the plug in any manner to avoid damage to the root system. After the planting hole has been properly opened, plant the container tree as described for bareroot seedlings in section 2.66.
3. Protection. Containerized seedlings are similar morphologically to natural and 1-0 seedlings in that they have very little heat protection (bark) on the stem. The high soil temperatures at ground level can easily kill the tree if not properly shaded
4. Dibbles - Caution. Dibbles should be used with caution. They are metal tools shaped in the form of a container that is pushed into the soil leaving a hole the shape of the container plug to be planted. Dibbles are suitable in light, fine textured soils, but in clay soils they have the effect of glazing or compacting the sides of the hole. This causes problems in root penetration or creates an air layer between plug and soil. When the air layer fills with water and freezes, frost heaving will occur.

## Utilization of Material to Provide Shade

### Using existing shade

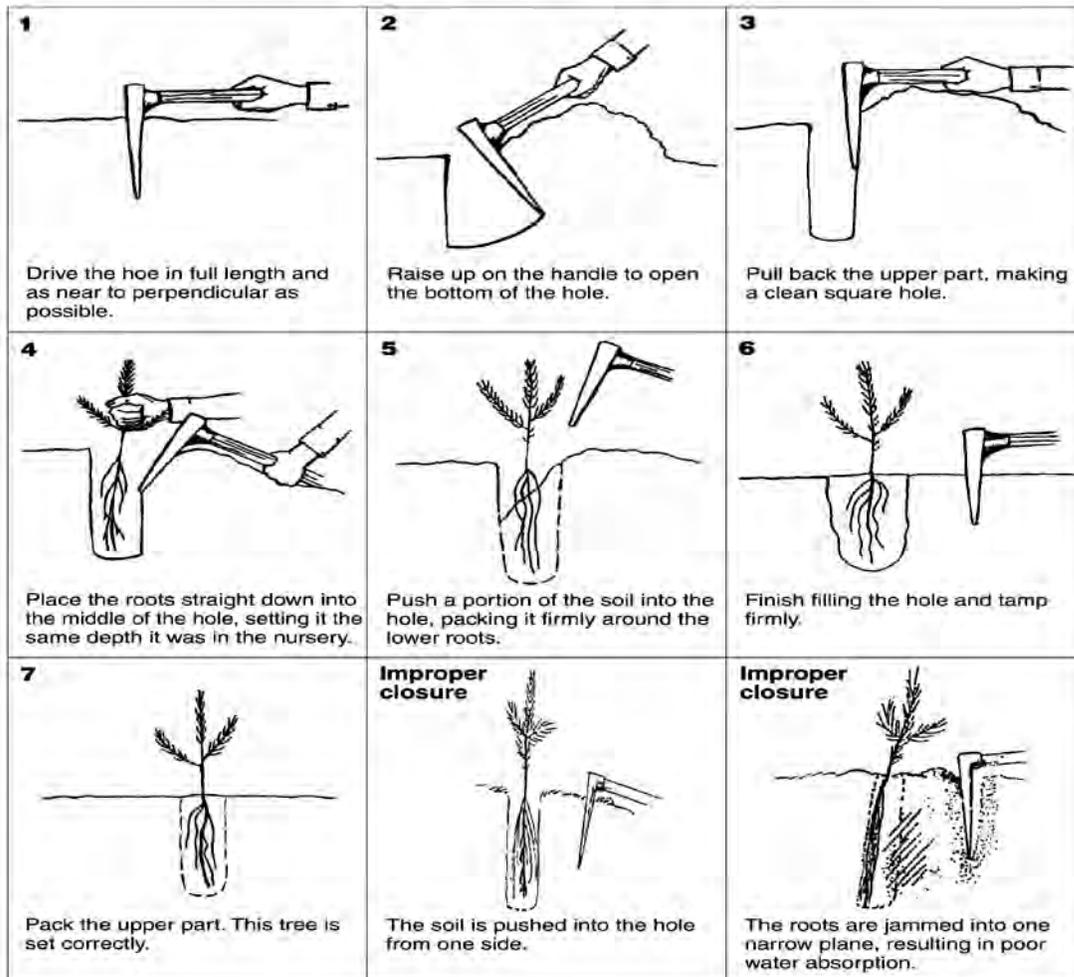


### Transporting shade



Despite the reference to trees, shading will be accomplished by planting within 12 inches of existing burned bitterbrush skeletons.

### Procedure When Planting With a Hoe



Although the above diagram shows bareroot stock the same principles apply to planting container stock.



## INSTRUCTIONS

(Refer to Standard Tree Planting Contract, Sec. 310)

**Column 3.** Determine and record from Table 1 in the contract, the number of planting spots for the plot based on the specified average spacing.

**Column 4.** Determine and record the number of spots void of planted trees that are unplantable due to acceptable existing regeneration or on-the-ground conditions.

**Column 5.** Subtract column 4 from 3 and record.

**Column 6.** Determine and record the maximum number of allowable trees from Table 2 in the contract.

**Column 7.** Record the number of trees planted on the plot.

**Column 8.** Subtract column 6 from column 7. If this number is more than zero, record it as wasted trees. If the number is less than zero, enter "0" in this column.

**Column 2 (Above Ground).** Inspect and record above ground conditions of planted trees in upper spaces. Use the appropriate codes listed below:

### Above Ground

ü	Satisfactory	D	Planting depth (h-high, d-deep)
S	Spacing violation	A	Stem Position - wrong angle; side hole
P	Planting spot selection	F	Firmness, tree improperly tamped
X	Site preparation	T	Tree location on planting spot
		H	Auxiliary Hole Left Open

**Column 9.** Record the number of planted trees meeting above ground specifications, but only up to the maximum number shown in Table 2 of the contract.

**Column 10.** Determine from Table 3 in the contract and record the number of planted trees to be dug.

**Column 2 (Below Ground).** Inspect the required number of dug trees and record below ground conditions in lower spaces. Use the appropriate codes listed below:

### Below Ground

ü	Satisfactory	F	Firmness - air pockets, tree improperly tamped
R	Root configuration violation	L	Altered root length violation
M	Foreign material in planting hole	O	Planting hole orientation violation

**Column 11.** Record the number satisfactory below ground trees.

**Totals.** Enter totals of columns 5, 8, 9, 10, and 11 on each page. Enter grand totals of all pages for the contract payment item on the last page. Grand total figures will be used for calculating planting quality for the payment item.

**ATTACHMENT 10**  
**Exhibit 9**

Sample Letter of Authorization to Camp

John Smith  
Tree Planting Inc.  
4747 Blue Road  
Mountain Home, Id 83647

Dear Mr. Smith,

You and any of your employees working on contract number \_\_\_\_\_ are permitted to camp off of Road 15 about 1 mile past Ice Springs in the Fall Creek/Tally Creek Area. The following provisions apply to this permit:

1. All garbage shall be removed from the campground when the camping period is finished. Forest Service personnel will make a final inspection just prior to your departure time. Payment for services performed will not be released until all garbage is removed.
2. The campsite is to be kept clean and orderly at all times. Any garbage shall be bagged and out of the sight of other forest visitors during your stay.
3. Any waste water produced from any activity other than human waste disposal must be either removed from the forest in containers or buried completely, at least 300 feet from any free-flowing water sources including natural springs. This "gray water" must be buried in a pit at least six (6) inches deep if burial disposal is chosen. Wastewater of this type is typically generated from activities such as dish washing or bathing, but may be generated from other activities.
4. Portable toilets shall be supplied by the Contractor. A minimum of one (1) portable toilet will be supplied for every ten (10) individuals. Routine servicing will be required by maintaining a regular pumping schedule. No waste material from the toilets shall be disposed of on National Forest Systems land. The portable toilets shall be removed from camping areas upon completion of this contract.
5. No permanent or semi-permanent structures will be built without the written consent of the Contracting Officer or Contracting Officer's Representative. Tents may not be ditched. Rock fire rings will be scattered and fire pits will be filled in with soil after use.
6. Any cost incurred by the Forest Service to rehabilitate your camp will be charged to you.

Tree Planting Inc.

Page 2

7. There will be no vehicle traffic through running streams to access campsites. Campsites must be 300 feet from streams and 200 feet from any trail.
8. Fuel storage containers shall be located more than 150 feet from live water.

Failure to comply with any of these provisions at any time during the permit period will cause you to be in violation of Boise National Forest permit regulations and the National Forest, Title 36, Code of Federal Regulations pertaining to use of the National Forests. In addition, any other National Forest regulations not outlined in this permit, but being currently enforced by the Boise National Forest will be applicable and you will be subject to citation if they are violated.

Should you have any questions about the provisions of this permit, please contact \_\_\_\_\_ at (208)\_\_\_\_\_.

Sincerely,

\_\_\_\_\_  
District Ranger

cc: \_\_\_\_\_, Contracting Officer  
\_\_\_\_\_, Law Enforcement Officer

## **ATTACHMENT 11 FIRE PRECAUTIONS**

This plan outlines the channels of responsibility for fire prevention and suppression activities and sets up an attack procedure in the event of fire within the Project Area. The Project Area is defined as that area which is in and adjacent to the project rights-of-way and work areas and all roads used in connection with the work.

### **I. Responsibilities**

#### **A. Contractor-Fire Suppression**

1. It is understood and agreed that the Contractor will do all in his/her power to prevent and suppress fires on or adjacent to the Project Area, as stipulated in the contract.

2. Responsible for and will direct all fire activities on the project until relieved by a Forest Officer and will insure that prevention and suppression actions are in accordance with contract requirements, including this fire plan. Contractor shall delegate the next highest in authority on the job to be responsible for the above activities when he/she is not on the project.

3. In line with this agreement, individuals will be supplied from the Contractor's crews to fight fires on the project area up to the total number of individuals employed by the Contractor as they are needed by the Fire Boss. The Forest Service will make every effort to avoid calling on the Contractor for action on fires outside the contract project area except in emergencies and will call out all needed available help to control fires in the general area.

4. The Contractor insures that this Fire Plan will be complied to for the duration of the contract.

#### **B. Forest Service District Ranger**

1. Responsible for all fire activities on the Ranger District on which the contract project is located. District Ranger's representative will discuss the fire plan with the Contractor including needed equipment and action to be taken when a fire occurs. Will notify the Contractor through the Contracting Officer's Representative (COR) to take correction measures when fire requirements are in compliance.

### **II. Contractor's Responsibility When Fire Occurs Within the Contract Project Area**

A. Immediately send the entire contract crew with tools and equipment to the fire and take initial-attack suppression action.

B. Immediately notify the nearest Forest Service Fire Control Officer or other Forest Service employee of fire location and action taken.

C. Designate a person to act as dispatcher who will handle messages and initiate action upon request until relieved.

### **III. Contractor Furnished Manpower, Tools, and Equipment Required on all Contracts During Fire Season**

A. The Contractor shall furnish to the COR a list of manpower and equipment used on the contract on forms furnished by the Forest Service. Changes in Contractor's personnel shall be reflected in amendment to the list.

## Fire Prevention

Smoking: Prohibited in the woods during the fire season, May 10 - October 20, except in areas agreed upon by the Contractor and COR. No smoking is permitted while walking or working in the woods.

Refueling Chainsaw/Soil Auger: Refueling will be confined to a six-foot diameter cleared to mineral earth. Chainsaws/soil auger spark arresters shall be U.S. Forest Service approved, and will be cleaned daily. A size "O" or larger round-pointed shovel with a minimum of a 38-1/2-inch handle and a fire extinguisher shall be within 10 feet of actual point of chainsaw/soil auger operation.

Burning, Blasting, or Welding: Permit will be required and will contain special stipulations pertinent to the particular job.

Spark Arresters: All internal combustion power equipment used by the Contractor on the project shall be equipped with an approved spark arrester as set forth in the publication of the USDA Forest Service, entitled "Standard 5100-1a for Spark Arresters for Internal Combustion Engines" as amended under date of July 1970, and be listed in the most recent "Spark Arrester Guide" as having been approved as meeting above standard. They shall be cleaned regularly and maintained in satisfactory working condition. The following are exempt from the requirements of the rule: (a) turbo-charged internal combustion engines in which 100 percent of the exhaust gasses pass through a turbo-charger; (b) engines of passenger carrying vehicles and light trucks equipped with a muffler with baffles that are kept in good repair (glass packs are not an approved muffler for wildland work); (c) water pumping equipment used in firefighting.

Spark arrester shall comply with all State and Federal fire requirements.

Lunch and Warming Fires: Cooking and warming fires will not normally be permitted and then only by written permit by the COR which contains stipulations regulating use of such fires.

Hand Tools: The Contractor shall furnish one size "O" shovel (38 1/2 inch handle minimum) or larger, one axe or pulaski with 26 inch handle or larger, one 5 BC or larger rated pressurized fire extinguisher for each truck, each personal vehicle, each tractor, and each grader. For each welder he shall furnish one size "O" shovel and one backpack pump. For each gasoline power tools (power saw, soil auger, etc.), one shovel (38 1/2 inch handle minimum) and one 8 ounce or larger BC rated chemical-pressurized fire extinguisher.

Contractor shall also furnish any other equipment called for elsewhere in the contract. The shovel and fire extinguisher will be located within 10 feet of the operating chainsaw/power auger.

Storage and Parking Areas: Equipment service area, parking area, and gas and oil drum storage areas will be cleared of all flammable material for a radius of at least fifty feet. These areas must be approved in writing by the COR in advance of use. Small stationary engine sites shall be cleared of flammable material for a radius of at least five feet from such engine.

Fire Tool Box: A red fire toolbox will be required to be on each work site while work is being performed. This fire toolbox will contain sufficient tools to equip all persons engaged in Contractor's operation. Fire tools shall be used only for suppressing wildfires. Tools shall be stored in fireboxes provided by the Contractor and readily available to employees. Each toolbox shall be marked "Tools for Fire Only". The COR will inspect the fire toolbox and then seal the box.