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**SECTION B – SERVICES AND PRICES**

**B.1 SCHEDULE OF ITEMS**

The Government intends to evaluate proposals and award contracts without discussions with offerors. The Government may make multiple awards if it is in the Government’s best interest to do so.

The following must be completed to show the price breakdown for specified tasks; this breakdown will facilitate business proposal evaluation and the determination of price reasonableness.

**Item Description Quantity Unit Unit Price Total Amount**

1 Unit 1 31 ACRES $\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_

2 Unit 2 27 ACRES $\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_

3 Unit 3 8 ACRES $\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_

4 Unit 4 0.5 ACRES $\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_

5 Unit 5 2 ACRES $\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_

6 Unit 6 5 ACRES $\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_

7 Unit 7 62 ACRES $\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_

8 Unit 8 43 ACRES $\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_

9 Unit 9 0.5 ACRES $\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_

10 Unit 10 9 ACRES $\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_

11 Unit 11 0.5 ACRES $\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_

12 Unit 12 48 ACRES $\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_

13 Unit 13 11 ACRES $\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_

14 Unit 14 7 ACRES $\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_

15 Unit 15 1.5 ACRES $\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_

16 Unit 16 1.5 ACRES $\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_

17 Unit 17 9 ACRES $\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_

**GRAND TOTAL** **267 ACRES $\_\_\_\_\_\_\_\_\_\_\_**

Pricing must be completed to show the price breakdown for specified tasks; this breakdown will facilitate business proposal evaluation and the determination of price reasonableness.

**SECTION C – DESCRIPTION/SPECIFICATIONS**

**C.1 SCOPE OF THE CONTRACT**

The Boulder Ranger District on the Arapaho Roosevelt National Forests and Pawnee National Grasslands has completed a decision for the mitigation of hazardous fuels within the Forsythe II Project area. The purpose of the project is to: (1) reduce the severity and intensity of a wildfire within the wildland urban interface (WUI); (2) restore ponderosa pine/mixed conifer stands, aspen, and meadows/shrublands toward their characteristic species composition, structure, and spatial patterns in order to increase resistance and resiliency to future natural disturbance; and (3) emulate natural disturbance in lodgepole pine dominated stands to mimic variable structural and spatial patterns across the landscape in order to increase resistance and resiliency to future natural disturbance.

**C.2 DESCRIPTION OF WORK**

This contract involves the cutting of conifers by implementing thinning and patchcut prescriptions and treating both the existing and activity fuels of 267 acres within the project boundary. Unless otherwise provided, the Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies to include mobilization, to cut all designated trees and arrange slash as specified. Performance of all work required to complete the project shall be in reasonably close conformity with specifications and in accordance with provisions of the contract.

**C.2.1 Performance of the Work**

All work shall be conducted in a safe and expedient manner and in conformance with the specifications contained herein. There are 17 units in the project area. Trees designated for cutting and corresponding slash treatments within the treatment areas are unit specific.

**Table C.2.1. Designated Cutting Areas**

|  |  |  |
| --- | --- | --- |
| **CU#** | **Description** | **Acres** |
| 1 | **CUT** designated trees. **LOP/SCATTER** and/or **PILE** slash | 31 |
| 2 | **CUT** designated trees. **LOP/SCATTER** and/or **PILE** slash | 27 |
| 3 | **CUT** designated trees. **LOP/SCATTER** and/or **PILE** slash | 8 |
| 4 | **CUT** designated trees. **LOP/SCATTER** and/or **PILE** slash | 0.5 |
| 5 | **CUT** designated trees. **LOP/SCATTER** and/or **PILE** slash | 2 |
| 6 | **CUT** designated trees. **LOP/SCATTER** and/or **PILE** slash | 5 |
| 7 | **CUT** designated trees. **LOP/SCATTER** and/or **PILE** slash | 62 |
| 8 | **CUT** designated trees. **LOP/SCATTER** and/or **PILE** slash | 43 |
| 9 | **CUT** designated trees. **LOP/SCATTER** and/or **PILE** slash | 0.5 |
| 10 | **CUT** designated trees. **LOP/SCATTER** and/or **PILE** slash | 9 |
| 11 | **CUT** designated trees. **LOP/SCATTER** and/or **PILE** slash | 0.5 |
| 12 | **CUT** designated trees. **LOP/SCATTER** and/or **PILE** slash | 48 |
| 13 | **CUT** designated trees. **LOP/SCATTER** and/or **PILE** slash | 11 |
| 14 | **CUT** designated trees. **LOP/SCATTER** and/or **PILE** slash | 7 |
| 15 | **CUT** designated trees. **LOP/SCATTER** and/or **PILE** slash | 1.5 |
| 16 | **CUT** designated trees. **LOP/SCATTER** and/or **PILE** slash | 1.5 |
| 17 | **CUT** designated trees. **LOP/SCATTER** and/or **PILE** slash | 9 |

Acreage was determined with a handheld Trimble GPS unit and differentially corrected with GPS Pathfinder software.

**C.2.2 Boundaries**

The boundaries of units **indicated in the table below** are painted with orange tracer paint or flagged with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ flagging. **(Boundaries will need to be verified for each unit before paint/flagging color table for boundaries can be added to contract)**. Each **painted** boundary tree is marked with one horizontal stripe (pointing into the unit) and two dots on either side of the stripe (pointing to the next boundary tree). The stripe faces into the cutting unit and the dots on the sides of the tree face the adjoining boundary tree. Corner boundary trees have one center stripe from 4’ to 8’ facing the inside of the unit and two long stripes from ground to 4’ pointing to the next boundary tree. Each boundary tree has a mark below stump height.

**Table C.2.2 Boundaries of Units**

|  |  |
| --- | --- |
| **Cutting Units** | **Paint/Flagging Color** |
|  |  |
|  |  |

**452.211-72 Statement of Work/Specifications. (FEB 1988)**

The Contractor shall furnish the necessary personnel, material, equipment and services (except as otherwise specified), to perform the Statement of Work/Specifications identified herein.

**452.211-73 Attachments to Statements of Work/Specifications. (FEB 1988)**

The attachments to the Statement of Work/Specifications are hereby made part of this solicitation and any resultant contract.

**C.3 LOCATION OF PROJECT**

The Project is located on the Boulder Ranger District of the Arapaho and Roosevelt National Forests and Pawnee National Grassland (ARP) in Boulder and Gilpin Counties, Colorado. The entire project area encompasses 18,954 acres; 9,940 of those acres are National Forest System (NFS) lands, 1,892 acres are Boulder County Parks and Open Space lands, and 7,122 acres are private lands. Elevation rages from 6,082 to 8,945 feet. The project is generally located east of Nederland, CO and west of Gross Reservoir.

**C.4 TECHNICAL REQUIREMENTS**

**C.4.1 Operations**

**C.4.1.1** The conditions of this contract include measures needed to assure protection of the environment and watershed. All operations shall be done in accordance with this contract. Tracked or wheeled type equipment will not be permitted to operate outside of the designated unit boundary or maintained NFS system road.

**C.4.1.2** No littering is allowed, and the contractor shall be responsible for hauling all trash accumulated out of the area. To the extent possible, food and trash shall be stored inside locked vehicles.

**C.4.1.3** The Contractor will provide for public safety during all phases of operations. The Technical Proposal shall describe the Contractor’s mitigation measures to reduce the hazards associated with his operations, and his plan and methods of informing neighbors, visiting public, and passing travelers of on-going operations and hazards.

**C.4.1.4** No contract work may occur within ¼ mile of any known or discovered raptor nests while the site is active. The length of period extends from March 1 to September 15 unless otherwise specified by a wildlife biologist.

**C.4.1.5** Unless otherwise agreed to in writing, project operations will be listed below:

**Table C.4.1.5 Project Operation Restrictions**

|  |  |  |  |
| --- | --- | --- | --- |
| **Cutting Unit** | **Operation** | **Time Period** | **Purpose** |
| All | All | Operations will not be conducted on Memorial Day, 4th of July and Labor Day holidays or holiday weekends. | To reduce impact to private property owners and recreation users. |
| **Check with Aurelia to see if any nests were found in any of these units** | All | Operations prohibited March 1 – September 15. Activities may occur after June 1st if approved by a Forest Service Wildlife Biologist. | To reduce impact to nesting raptors. |
| All | All | Operation times are limited to the hours of 7:00 am to 7:00 pm. | To reduce impact to private property owners. |
| All | All | Operations prohibited on Sundays | To reduce impact to private property owners. |

**Check with Aurelia to see if any of these units have flammulated owl territories in them. If so, treatment operations should be avoided May 1 through August 10th in whichever units the owls are found in. Avoid treatment from December 1 through March 30 in elk severe winter range and winter concentration areas.**

**C.4.1.6** The Contractor must be aware of the presence of people living near and recreating near the Project Area and adjust activities to account for this presence. Private property rights shall be respected on adjacent deeded lands.

**C.4.2 Work Standards**

List of Documents, Tables, and Other Attachments

**C.4.2.1 Plot Information and Summaries Table**

The BRD Forsythe II Phase III project was cruised using stratified random sampling using either a ½, 1/20th, 1/50th, or 1/100th acre fixed plot on a 1 per 10-acre frequency. Plots were randomly placed and located by GPS (Trimble GeoXT). All cruise data was entered into an Excel spreadsheet where averages were calculated including slope and trees per acre by unit and size class. Make note that we will have to use last year’s cruise data for some units because we were snowed out from doing some plots for Phase III. This information will be updated and inserted below:

**Table C.4.2.1 Plot Information and Summaries**

|  |  |  |  |
| --- | --- | --- | --- |
| Trees Per Acre (TPA) | | | |
| Forsythe II Phase III Unit | <6” TPA | 6-11” TPA | >11” TPA |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| 4 |  |  |  |
| 5 |  |  |  |
| 6 |  |  |  |
| 7 |  |  |  |
| 8 |  |  |  |
| 9 |  |  |  |
| 10 |  |  |  |
| 11 |  |  |  |
| 12 |  |  |  |
| 13 |  |  |  |
| 14 |  |  |  |
| 15 |  |  |  |
| 16 |  |  |  |
| 17 |  |  |  |

**C.4.2.2 Cutting Requirements Specific to Cutting Units**

Operations will be performed with a chainsaw.

**C.4.2.2.1 Stump Height**

All trees which are required to be cut shall be cut at or below a maximum of 6 inches above the ground, measured from the uphill side, after a tree is felled. All biomass trees which are required to be cut shall be cut at or below a maximum of 6 inches above the ground, measured from the uphill side, after a tree is felled. Trees shall be completely severed from the stump. No live limbs shall be left on the stump of any stem. A live limb is a limb of any size that has green needles attached.

Aspen, trees with metal wildlife signs, witness or corner trees, and trees with orange paint and/or boundary flagging are not to be cut (unless approved by COR).

**C.4.2.2.2 Felling**

Cut trees shall be completely severed from the stump. Trees shall be felled directionally away from all private land boundaries, utilities, fences and other improvements, protected water and drainages, and land survey corners. Cut trees shall not be left leaning or suspended by any leave tree or fence. No hang-ups shall be permitted. If trees are felled across telephone or electrical lines, the contractor shall immediately notify the utility company then the CO/COR. Removal of these trees shall be performed at the Contractor’s expense. Restoration of utility lines shall be at the contractors’ expense to Utility Company standards.

**C.4.2.3 Individual Unit Cutting Requirement**

**C.4.2.3.1** Matrix Thinning (Vegetation Treatment): Units 1, 2, 8, 10, 12, 13, 14, and 17

* Cut ALL trees marked with BLUE paint
* Do NOT cut aspen, Engelmann spruce, or limber pine.

**C.4.2.3.2** Lodgepole Pine Patchcuts (Vegetation Treatment): Units 4, 5, 9, 11, 15, and 16

* Cut all live­ lodgepole pine within patchcut boundaries except trees marked with ORANGE paint which will be retained for future snags.
* Do NOT cut aspen, ponderosa pine, Douglas-fir, limber pine, or Engelmann spruce.

**C.4.2.3.3** Aspen Aggregation/Restoration (Vegetation Treatment): Units 3, 6, and 7

* Cut ALL live ponderosa pine and Douglas-fir up to 14” DBH.
* Cut ALL live lodgepole pine up to 12” DBH.
* Do NOT cut limber pine, Engelmann spruce, blue spruce, aspen, or snags.

**C.4.2.4 Individual Unit Slash Requirements**

**C.4.2.4.1 Hand Pile – CUs 1, 2, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17**

Establish piles in openings as much as possible. All piles shall be constructed as compactly as possible, with heavier material on top. All created slash greater than 1” in diameter and less than 8” in diameter and greater than 2’ in length shall be piled. All existing slash greater than 1” diameter and less than 5” in diameter shall be piled. Existing fuels to be treated are boles and limbs that are not embedded (decaying) into the soil to any degree. Slash less than 1” in diameter and less than 2’ in length shall be left on the ground. Slash left on ground shall not exceed 12” in depth. Buck activity and existing boles > 8” in diameter to a maximum of 4’ in length beginning at the largest end of the log.

All piles shall be constructed by laying limbs, cut boles, and other slash in the pile to be conical in shape, or as specified in the task order. All ends that stick out more than 2’ must be bucked off and piled. Larger material in piles shall be placed perpendicular to slope so it cannot roll downhill when burned.

Slash that causes large air spaces in piles shall be cut to eliminate air spaces. Each pile shall include an area of small sized slash (small branches less than ¼ to ½ inch in diameter and/or small branches with needles or leaves attached) to provide “kindling” for prompt ignition and to aid in combustion of larger slash. These fuels shall be placed in the center of the pile. All piles shall be compact to facilitate burning.

Unless approved by the COR, maximum pile size shall be 12’ in diameter by 10’ in height, and minimum pile size shall be 6’ diameter by 6’ in height at the time of final inspection.

Piles shall be located at least **10’** from residual trees (where applicable). If additional trees need to be cut to meet this requirement, the Contractor shall notify the COR prior to any cutting of unmarked residual trees. Piles shall also be at least **15’** from other piles (where applicable), and at least **50’** from any private property (where applicable) for this task order. Piles shall be located at least **50’** from perennial streams and any water influence zone as agreed to. No piling within **100’** of overhead power/utility lines, poles and guy wires for this task order. Slash may be moved up to **50’** in order to make adequately sized piles meeting the contract specifications for this task order. In some cases, the COR may determine that it is beneficial to place piles or slash in old roads that have been closed. Piles shall not be constructed any closer than **20’** from established roads, trails, ditches, and drains (when applicable). Piles shall not be constructed within **50’** from fences. Piles shall not be constructed on top of downed logs, stumps, rocks or snags. Piles shall **not** be constructed within aspen clones **unless approved** by the COR.

**C.4.2.4.2 Lop and Scatter/Hand Pile – CUs 3, 6, and 7**

All thinning slash shall be less than 12” in height, placing it on or near the ground surface, and not covering more than 25% of the surface area per acre. Slash that is lopped and scattered shall be distributed to avoid continuous ground coverage. The desired pattern is patchy, mosaic, and discontinuous. Cut material shall not lean against an uncut tree, log or any obstacle. It shall be secure and not able to roll down the hill. Scattered slash shall be moved to a distance of at least 50’ from private property and 20’ from improvements. Lopped and scattered slash shall be removed from the channel of perennial, intermittent, and ephemeral streams. If there is an existing opening, follow the Individual Unit Slash Requirements for making adequate piles (**C.4.2.4.1 Hand Pile).** Piles in existing openings must be at least 30’ away from aspen clones.

**C.5 RESOURCES PROTECTION STANDARDS**

**C.5.1 Stream Course Protection**

“Stream courses” that are subject to provisions of this Section are shown on Contract Area Map. Unless otherwise agreed, the following measures shall be observed to protect stream courses:

1. The Contractor’s operations shall be conducted to prevent debris from entering stream courses. In event the Contractor causes debris to enter stream courses in amounts that may adversely affect the natural flow of the stream, water, quality, or fishery resource, the Contractor shall remove such debris as soon as practicable, but not to exceed 48 hours, and in an agreed manner that will cause the least disturbance to stream courses.

**C.5.2 Protection Measures Needed for Plants, Animals, Cultural Resources, and Cave Resources**

Discovery of additional areas, resources, or members of species needing special protection shall be promptly reported to the other party, and operations shall be delayed or interrupted at that location, if the CO determines there is risk of damage to such areas, resources, or species from continued operations.

**C.5.3 Infrastructure Portection**

So far as practicable, the Contractor shall protect Specified Roads and other improvements (such as roads, trails, telephone lines, ditches, and fences):

1. Existing in operating area,
2. Determined to have a continuing need or use, and
3. Designated on Contract Area Maps:

The Contractor shall keep roads and trails needed for fire protection or other purposes, designated on the Contract Area Map, reasonably free of equipment and products, slash, and debris resulting from the Contractors’ operations. The Contractor shall make timely restoration of any such improvements damaged by the Contractor’s operations, and when necessary because of such operations, shall move such improvements as specified.

Designated features\* include:

* Powerlines
* Fences
* Gates
* Pipeline

*\*All features are designated on the Contract Area Map.*

**C.5.4 Noxious Weeds**

The Contractor shall insure all equipment moved onto National Forest Service (NFS) land is free of soil, seeds, and vegetation matter or other debris that could contain or hold invasive weed seeds. The Contractor shall employ whatever methods necessary to insure compliance and shall notify the COR prior to moving each piece of equipment onto NFS land. Arrangements will be made for the COR or a designated Inspector to inspect each piece of equipment prior to it being moved onto NFS land. UTVs/ATVs may be used to transport fuel on NFS land once the COR or a designated Inspector has performed an inspection and determined it to be free of soil, seeds, and vegetation matter or other debris that could contain or hold invasive weed seeds.

**C.5.5 Protection of Fences**

Unless otherwise agreed to in writing, all fences, as designated on the Contract Area Maps, which are required to be cut because of temporary road construction, skid road construction, or other activities, shall not be cut until the fence has first been “line braced” or “fence braced,” to prevent loss of tension, on both sides of the wire span or series of short spans to be cut.

If disturbed, all fences will be restored promptly after operations are complete to the condition existing immediately prior to operations. Fence repair will be kept current with operations. *Any damage to fences caused by cutting operations will be repaired immediately.*

**C.5.6 Protection of Land Survey Monuments**

The Forest Service shall appropriately designate on the ground all know survey monuments including but not limited to horizontal control stations (Triangulation Stations), vertical control stations (Bench Marks), property corner monuments, and all Public Land Survey System monuments. This shall include reference monuments, corner accessories such as bearing trees, line trees and line posts. Identifying signs shall be posted by Forest Service on two sides of each known bearing tree, and each line post shall be posted with a metal sign or decal. Line trees may be cut if designated by the Government.

In authorized clearings where damage to survey monuments, corners, corner accessories and survey of property line markers is unavoidable, the Forest Service shall arrange protective or perpetuate action which does not cause unnecessary delay to the Contractor.

The Contractor shall protect all known survey monuments, witness corners, reference monuments, bearing trees and line markers against avoidable destruction, obliteration or damage during the Contractor's operations. Additional monuments or objects discovered on the area shall be promptly reported to the other party and shall also be protected. If any known monuments, corners, corner accessories, and survey or property line markers are destroyed, obliterated or damaged during the Contractor's operations, the Contractor shall employ a registered professional land surveyor to reestablish or restore at the same location the monuments, corners, corner accessories or line markers. Such surveyors shall use procedures and monumentation that accords with the Bureau of Land Management Manual of Instructions for the Survey of the Public Lands of the United States for General Land Office surveys and any applicable State statutes concerned with land surveys. The Contractor's agent shall record such surveys in accordance with state survey statutes.

*All features are designated on the Contract Area Map.*

**C.6 CONTRACT TIME**

The anticipated performance period is **\_xxx\_** days from the Notice to Proceed (NTP) effective date. The NTP will be issued with an effective date prior to the commencement of operations. Operations on this contract must be completed within the anticipated performance period. The contractor shall provide a schedule of work to be approved by the CO at the pre-work meeting.

All work must be completed by **\_xxx\_\_\_\_\_\_**.

**C.6.1 Normal Operating Period**

The normal operating season for all work on this contract is from **April 15** to **October 31** of each year. The Contractor should not expect to be able to work outside of the normal operating season; however, the Government may allow the Contractor to work outside of the normal operating season if the CO determines that it is in the best interest of the Government.

**C.7 CONTRACT TYPE AND DETAILS**

Firm Fixed Price (FFP)

Single Award (Only One Contractor for Performance)

The contract vehicle is: Stand-Alone Contract

**C.8 GOVERNMENT FURNISHED PROPERTY/MATERIAL**

Unless otherwise agreed upon, any materials or equipment incorporated into the work shall be furnished and delivered to or near the project site(s) by the Contractor.

**C.9 SAFETY**

All work shall be conducted in a safe and expedient manner and in conformance with the specifications contained herein.

**C.9.1 Occupational Health and Safety Act (OSHA) and Safety Plan**

Contractors are subject to all applicable State and Federal OSHA rules and regulations. Work sites are remote, and advance planning with regards to safety is crucial. Contractors must be prepared to discuss their safety plan and an emergency evacuation plan at the time of the pre-work meeting.

**C.9.2 Communications**

All work sites are remote, and telephone service is usually unavailable on or anywhere near work sites. Having access to reliable communications is essential should an injury occur on the work site. Cell phone coverage in Colorado is not consistent. Contractors are encouraged to familiarize themselves with proper use of radios as well as emergency procedures.

At the time of the pre-work meeting, contractors must be prepared to discuss their communications plan. Contractors shall provide a functional two-way communication system and be familiar with its use. The Contracting Officer's Representative (COR) or her /his Inspectors may require the Contractor, or their employees, to display on site that they have functional, adequate communications. Inadequate communications may be cause for the issuance of a written cure notice or stop work order.

**C.10 DEFINITIONS**

**Administrative Contracting Officer (ACO) -** The ACO has authority for the administration of the contract and will handle all matters beyond the authority of the COR. Generally, this includes the day-to-day administration of the contract, except for matters pertaining to changes in contract price and time. The ACO Designation letter outlines functions the ACO cannot perform.

**Aspen Stand/Clone –** A group of aspen trees that share similar characteristics and a single root structure. Aspen stands may be pure or mixed with conifer trees depending on the duration of time and intensity of the last disturbance (e.g. wildfire, insect infestation).

**Aspen Unit –** The area identified on the Forsythe II Project Decision Map that delineates the location where aspen restoration activities will be implemented.

**Conifer** - A live tree with needle-shaped or scale-like leaves

**Contracting Officer (CO)** Has full authority for the administration of the contract and will personally handle all matters beyond the authority of the ACO and COR. Contracting Officers are agents of the Government and are the only officials authorized to enter into any contract or agreement that binds the Government. If you are asked to perform additional work, or make changes not specified in the contract, DO NOT perform the work but immediately notify the Contracting Officer. A Contracting Officer holds a legal warrant, which is a designation of authority to bind the Government.

**Contracting Officer’s Representative (COR)** The Contracting Officer’s Representative (COR) is the person most responsible for technical advice. The COR is also responsible for maintaining property records, outlining work, material approvals, inspecting work in progress, estimating completed work for partial or progress payments, and conducting prefinal and final inspections. In addition, the COR oversees administrative matters (e.g., submittals, etc.). Also ensures elements of contract requirements are met in accordance with terms and conditions. The COR is NOT authorized to direct changes or bind the Government to any contractual agreement. NOTE: Designation form FS-6300-6 outlines functions the COR cannot perform.

**Cutting Units (CU) –** Areas identified by painted or described boundaries where hazardous fuel reduction treatments are prescribed. CUs are identified on the Contract Area Map.

**Diameter at Breast Height (DBH)** – Diameter of a tree measured outside of the bark at a height of 4.5’ above ground level on the uphill side of the tree.

**Dripline** – The line extending vertically from exterior edge of a tree’s live crown to the ground.

**Equipment -** Includes all machinery except for log trucks, chip vans, pickup trucks, cars, or other vehicles primarily for transport of personnel.

**Girdling (Tree) –** The removal or killing of a ring of bark around the tree stem so that the flow of carbohydrates from crown to roots is blocked.

**Government Technical Monitor (GTM)** Assists the CO and COR as a technical advisor/inspector to monitor contractor performance. A GTM has no contractual authority. This person exists only to advise the COR in his/her area of expertise.

**Obstacle** –Any object, which can impede, or damage the shredding/mulching or tree cutting equipment. This could include rocks, logs, old stumps, road banks or culverts.

**Operating Plan –** A written schedule completed by the Contractor of anticipated major activities, name of the Contractor’s Project Manager and other key personnel (H.3), public safety measures, management of gates, and other needs for completing the outlined work. The Contractor shall also include other specific information in the plan if requested by the Contracting Officer.

**Quality Assurance –** The actions taken by the Government to assess the results to determine that they meet contract requirements. The methods for quality assurance are described in the Quality Assurance Surveillance Plan (QASP).

**Quality Control Plan –** Those actions taken by a Contractor to control the production of outputs to ensure that they conform to the contract requirements. The methods for inspecting for quality control are described in the Contractor’s Quality Control Plan (QCP).

**Regeneration –** Young pine trees including seedlings and trees > 1ft. in height up to 5” DBH.

**Reserved Areas –** Areas reserved or excluded from treatment that are located within CUs and meet at least one of the criteria listed below. The Contractor shall not conduct operations within Reserved Areas unless otherwise approved in writing by the Contracting Officer (CO). Reserve Areas may be identified by the Government in this Contract and the attachments to this Contract or may be identified by the Government during contract performance. The Contractor may propose Reserved Areas. However, areas proposed by Contractor will only be considered Reserve Areas under this Contract if approved in writing by the CO.

**Rock Outcrops** -- Areas where >70% of the surface is covered by rock.

**Slash -** Logs, tops, limbs, and other woody material, exclusive of stumps, which is created by the cutting operation and remaining on the ground after scattering.

**Snag –** A standing, dead or dying tree, often missing a top or most of the smaller branches. Snags are generally identified greater than 8” DBH or as identified in the specifications under each unit.

**Wetlands --** Fens, springs, or seeps where the water table is close to or at the ground surface. Wetlands include buffers of at least 100 feet from the edge of the wetland. No treatment will occur within the wetland and the surrounding buffer.

**SECTION D – PACKAGING AND MARKING**

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

**SECTION E – INSPECTION AND ACCEPTANCE**

**52.246-4 Inspection of Services. (AUG 1996**)

a) Definition. “Services,” as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may—

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may—

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

(End of clause)

**E.0 FAILURE TO PERFORM**

If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. If the work remains deficient, the Government may use one of the remedies discussed under E.1.

**E.1 GOVERNMENT REMEDIES**

**E.1.1** When the defects in services cannot be corrected by re-performance, the Government may—

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements;

**And/or**

(2) Reduce the contract price to reflect the reduced value of the services performed.

**Or**

(3) The COR may have the work accomplished by other means and deduct the cost thereof from the monthly payment.

**E.1.2.** If the Contractor fails to promptly perform the services in conformity with the contract requirements or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may—

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service;

**Or**

(2) Terminate the contract for cause.

**E.2 QUALITY CONTROL PLAN**

The Contractor shall conduct inspections on all units in accordance with his/her Quality Control Plan (QCP). The Contractor’s Quality Control Plan shall be submitted and accepted by the Government prior to any work starting.

**E.3 GOVERNMENT INSPECTIONS**

Government inspections are for the purpose of satisfying the Government that the services are acceptable and do not relieve the Contractor of the responsibility for maintaining quality control.

The Contracting Officer's Representative or designated Inspector will conduct all inspections. The Contractor (or designated representative) is encouraged to be present to observe inspections. Summary results will be made available on request.

**E.3.1 Compliance Inspections***.*

Visual compliance inspections will be made on a periodic basis. Such inspections are not final and do not constitute acceptance by the Government.

**E.3.2 Final Inspections.**

Final (formal) inspections for payment will be made on completed items only. The Contractor shall request final inspections in writing and give the Forest Service at least two working days advanced notice. Inspections will be completed within four working days after the notice is received If the work is not ready for inspection at the time specified by the Contractor, the cost associated with the inspection attempt may be charged to the Contractor.

**E.3.3 Disputed Inspection.**

The Contractor may request re-inspection without rework if the results are unacceptable. Re-inspection must be requested in writing within 48 hours after receiving written notice of the inspection results. Re-inspection will be accomplished within five working days after receipt of the contractor's written request.

The same sampling and inspection procedures will be used, but new samples will be taken. The inspection pattern will be shifted so that new samples will not overlap previously inspected samples. Results will be rounded to the nearest whole percent.

If re-inspection results are within five percentage points of the first inspection, the original inspection result will be used in determining acceptability and payment. If re-inspection results are greater than five percentage points above or below the first inspection, the re-inspection results will be used.

If the re-inspection results are within five percentage points of the first inspection, the Contractor shall pay the actual costs of the re-inspection.

**E.3.4 Re-inspection after Rework.**

Where rework after a failed inspection may improve the inspection results, the Contractor may rework the area and request (in writing) a second inspection. The Government will charge to the Contractor the cost of this additional inspection. Reinspection will be accomplished within five working days after the notice is received. The results of the second inspection will be final, and no further rework will be permitted. Areas not ready for re-inspection at the time specified by the Contractor will not be re-inspected, and the results of the first inspection will be final.

**E.3.5 Sampling (Government’s inspection system)**

☒ *Plots.* At least one percent of each treatment area will be sampled by a random series of plots distributed over the entire area. Plot size will be:

☐ 1/250 acre

☐ 1/100 acre

☐ 1/50 acre

☒ 1/10 acre

☐ Other

☐ *Transects.*

☒ *Other* (Visual)

**E.3.6 Specific Inspection Procedures**

The Contracting Officer’s Representative or designated Inspectors will visually inspect and/or establish plots to monitor work being performed for proper cutting, slash depth, % coverage, and appropriate pile selection. 1/10th acre plots may be randomly established to check for compliance with the Quality Assurance Plan. These plots will be broken up into 4 quadrants based on cardinal directions, north, east, west, and south. Each quadrant will be inspected and tallied as either pass or fail. Every quadrant that passes will be added up and the total will be divided by the total # of quadrants and then multiplied by 100 to reach the inspection level percentage.

Example:

23 x 100 = 92%

25

See Quality Assurance Plan (Specification E.4.2)

**E.4 ACCEPTANCE**

**E.4.1 Acceptance Level**

Work on this contract will be deemed acceptable when all associated services are at or above 90%.

**E.4.1.1 Measurement**

The size, shape, and location of the Treatment Areas were delineated by following the FSH 2409.12 Chapter 50 Area Determination standards. GeoXT Trimbles were used to determine acreage.

**E.4.1.2 Remeasurement**

Unless otherwise indicated by this contract, the contractor may request remeasurement of any quantities in Part B, when the units are acres or any linear measurement. The request must be made in writing and must be made within 10 calendar days of completing work on the unit in question. If remeasurement indicates a variance of five percent or less from the stated quantity, the Contractor shall pay for the actual cost of remeasurement and no adjustment will be made in the quantity as stated in Part B. If remeasurement indicates a variance more than five percent from the stated quantity, payment

will be based on the remeasured quantity, and the Contractor will not be liable for the costs of remeasurement. All remeasurements will be done by the Government. Remeasurement of acreage will be done with two people using a hand compass and ground measurement or by means of a Global Positioning System. This clause is not applicable to quantities listed as estimated quantities.

**E.4.2 Quality Assurance Plan**

**E.4.2.1 Performance Standards, Tree Cutting**

• Trees designated for cutting shall be manually felled.

• The stumps of all trees that are required to be cut shall be no higher than 6 inches above ground, measured from the uphill side, after the tree is felled.

• Trees shall be completely severed from the stump.

• Trees shall be felled directionally away from private land boundaries, utilities, fences and other improvements, protected water and drainages, and land survey corners.

• Cut trees shall not be left leaning or suspended. No hang-ups shall be permitted.

• If trees are felled across telephone or electrical lines, the contractor shall immediately notify the utility company, then the CO, COR. Removal of these trees shall be performed at the contractor’s expense. Restoration of utility lines shall be at the Contractor’s expense to Utility Company standards.

• No live limbs shall be left on the stump of any stem. A live limb is a limb of any size that has green needles attached.

**E.4.2.2 Performance Standards, Slash Treatment**

• All treated, lopped and scattered material left on site shall be eighteen (18) inches or less.

• Thinning slash shall not cover more than 25% of the surface area per acre.

• Slash that is lopped and scattered shall be distributed to avoid continuous ground coverage. The desired pattern is patchy, mosaic, and discontinuous.

• Cut material shall not lean against an uncut tree, log or any obstacle. It shall be secure and not able to roll down the hill.

• Scattered slash shall be moved to 50’ away from private property and 20’ away from improvements.

• Lopped and scattered slash shall be removed from the stream channel of perennial, intermittent, and ephemeral streams.

• All piles shall be constructed as compactly as possible, with heavier material on top.

• All created slash greater than 1” in diameter and less than 6” in diameter and greater than 2’ in length shall be piled.

• All piles shall be constructed by laying limbs, cut boles, and other slash in the pile so as to be conical in shape, or as specified in the task order.

• All ends that stick out more than 2’ must be bucked off and piled. Larger material in piles shall be placed perpendicular to slope so it cannot roll downhill when burned.

• Slash that causes large air spaces in piles shall be cut to eliminate air spaces. Each pile shall include an area of small sized slash (small branches less than ¼ to ½ inch in diameter and/or small branches with needles or leaves attached) to provide “kindling” for prompt ignition and to aid in combustion of larger slash. These fuels shall be placed in the center of the pile.

• All piles shall be compact to facilitate burning.

• Unless approved by the COR, maximum pile size shall be 12’ in diameter by 10’ in height, and minimum pile size shall be 6’ diameter by 6’ in height at the time of final inspection.

• Piles shall be located at least 5’ from the crown of residual trees (where applicable), at least 15’ from other piles (where applicable), and at least 50’ from any private property (where applicable) for this task order.

• Piles shall be located at least 50’ from perennial streams and any water influence zone as agreed to. No piling within 100’ of overhead power/utility lines, poles and guy wires for this task order.

• Slash may be moved up to 50’ in order to make adequate size piles meeting the contract specifications for this task order. In some cases, the COR may determine that it is beneficial to place piles or slash in old roads that have been closed.

• Piles shall not be constructed any closer than 20’ from established roads, trails, ditches, and drains (where applicable).

• Piles shall not be constructed within 50’ from fences.

• Piles shall not be constructed on top of downed logs, stumps, rocks, or snags.

• Piles shall not be constructed within aspen clones unless approved by the COR.

**E.4.2.3 Quality Assurance Surveillance Plan**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Performance**  **Work**  **Statement** | **Quality**  **Standard** | **Performance Standard (Acceptable Quality Level)** | **Monitoring Methods** | **Effect Of Not Meeting Performance Standard** |
| Cutting of trees | Task accomplished in Section C.4.2.3 | Proper selection of trees designated for cutting. | Visual inspection and/or inspection plots. | Modify methods to meet standards at no additional cost to the Government. |
| Slash treatment | Task accomplished in Section C.4.2.4. | All treated material left on site shall be hand piled or lopped and scattered eighteen (18) inches or less above the ground with discontinuous ground cover. | Visual inspection and/or inspection plots. | Modify methods to meet standards at no additional cost to the Government. |

**SECTION F – DELIVERIES OR PERFORMANCE**

**52.211-10 Commencement, Prosecution, and Completion of Work. (APR 1984)**

The Contractor shall be required to:

(a) commence work under this contract within ***3 calendar days***after the effective date the Contractor receives on the notice to proceed;

(b) prosecute the work diligently; and

(c) complete the entire work ready for use not later than ***date stated at the end of the performance period*.** The time stated for completion shall include final cleanup of the premises.

**52.242-14 Suspension of Work. (APR 1984)**

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

The period of performance of this contractis **Award (xx-xx-xxxx)** through **\_xxx\_\_\_\_\_\_\_\_\_.**

**452.211-75 Effective Period of the Contract. (FEB 1988)**

The effective period of this contract is \_\_\_\_xxx\_\_\_\_\_\_\_\_\_\_\_ from the effective date of the Notice to Proceed.

**F.1 Notice to Proceed**

No work may begin on this contract until the Contracting Officer has issued a Notice to Proceed. The Notice to Proceed must include the work start date, the signature of the Contracting Officer **AND** the signature of the Contractor to be valid.

**F.2 Work Timing**

Contractor shall provide advanced notice to Contracting Officer’s Representative at least ***7 calendar days***before Contractor’s operations are scheduled to begin. Failure to do so may result in a delayed start time for Contractor’s operations.

Failure to begin work on schedule may render the contract subject to termination for default.

Delays due to normal adverse weather, weekends, and holidays have been included in the calculation of contract time. The Government reserves the right to set the priority of items or sub items. Contractor shall complete all work on one sub item before proceeding to another.

**SECTION G – CONTRACT ADMINISTRATION DATA**

**G.1 INVOICES & PAYMENTS**

**G.1.1 Invoices.**

Payments will be made from the Contractor’s invoice(s). All invoices are to be submitted via the electronic Invoice Processing Platform (IPP) System. The "Submit Invoice-to" address for USDA orders is the Department of Treasury's

Invoice Processing Platform (IPP). The contractor must follow the instructions on how to register and submit invoices via IPP as prescribed in previous communications from USDA and Treasury.

This is a mandatory requirement initiated by the U.S. Department of Treasury and you can find more information at this website https://www.ipp.gov/index.htm Ensure your company has registered at https://www.ipp.gov/vendors/enrollmentvendors.htm to establish your account. Offeror **must have an established account prior to commencement of work**.

Invoice Processing Platform (IPP) does not allow for the contractor to change the description of the line items being invoiced against and therefore an itemized invoice must be uploaded as an attachment(s). If the itemized invoice has not been reviewed and approved by the COR, the IPP payment request will be rejected. Please follow the minimum requirements to ensure a successful payment process.

**IPP Invoice shall have the following areas completed at a minimum:**

Invoice Number

Invoice Date

Bill Period Start Date

Bill Period End Date

Supplier Contact Name

Supplier Contact Phone

Contract Number

**Itemized invoice shall include at a minimum:**

Contractor Name & Address

Contract number

Invoice Number

Description of Services or work completed.

Date of services or completion.

**G.1.2. Payments and Deductions.**

Payment will be made for fully acceptable work at the prices bid in the schedule of items. In the event of extended nonwork periods because of adverse weather, the Contracting Officer may authorize progress payments for partially completed sub-items on a case-by- case basis. In accordance with the inspection clause, payment may be made for less than fully acceptable work at a reduced price. Other exceptions are noted below:

• Payment will be made in full if inspection results are 90 percent or higher. If inspection results are below 90 percent, payment will not be made until the quality of work is 90 percent or greater. Deductions for quality of work between 80-90% are still being negotiated with the Contracting Officer.

• Payments will be made and processed as follows:

1. When cutting and slash activities are completed and accepted by the Contracting Officer on an entire treatment area, payment may be made at 100% of the bid rate for the acreage completed.

2. No more than one payment will be processed in any one month. No payments will be processed for less than $5,000.00 (unless it is a final payment).

• Progress payments can be discussed at the pre-work meeting.

**G.2 FOREST SERVICE REPRESENTATIVES:**

Klenise Wallace shall serve as the Administrative Contracting Officer (ACO) administering this contract and is the primary contact on all things concerning this contract. The ACO can be reached at klenise.wallace@usda.gov or 970-295-6680.

The signing Contracting Officer (CO) will be Christina A. Schofield, who can be reached at christina.schofield@usda.gov or 970-295-6635. The Contracting Officer has full warrant authority over all contract issues.

The Contracting Officer Representative (COR) will be Colin Hutten, reachable at colin.hutten@usda.gov or desk phone at 303-541-2524 / cell phone at 303-396-5506. The COR delegated authority, responsibilities and contact information will be defined on a delegation letter issued after contract award.

**G.3 CONTRACT ADMINISTRATION DATA**

**Contract Award.** A written award or acceptance of offer mailed or otherwise furnished to the Contractor shall result in a binding contract without further action by either party. Notice to Proceed. The Contractor shall commence work upon receipt of a properly executed Notice to Proceed.

**Changes.** The Contracting Officer is the only person authorized to approve changes in any of the requirements under this contract and notwithstanding any provisions contained elsewhere in this contract the said authority remains solely with the Contracting Officer. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

**Unauthorized Instructions from Government or Other Personnel.** The Contractor shall not accept instructions issued by any person employed by the U.S. Government or otherwise other than the Contracting Officer, or the authorized representative of the Contracting Officer acting within the limits of his/her authority.

**Designation of Contracting Officer’s Representative (COR).** Designation will be made upon contract issuance of the contract and a copy of the designation letter will be furnished to the Contractor. Limits of authority are described in each designation letter.

**Designation of Authorized Representative of the Contractor.** The Contractor shall assign a member or employee who will act as Project Manager during the course of this contract or during the course of this project. The official shall be responsible for affording liaison between the contract forces and the contracting offices. This designation shall be in writing and a copy furnished to the Contracting Officer.

**Contract Release.** The following supplements the Payments clause in Section I: Before final payment will be made the Contractor shall sign a release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically accepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

**SECTION H – SPECIAL CONTRACT REQUIREMENTS**

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

(a) The Contractor shall assign to this contract the following key personnel: ***Contractor Representative***, ***Project Manager and Field Supervisor.***

(b) During the **first ten (10)** 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 **3 business days** after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial **10-day** period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least **3 business days** prior to making any permanent substitutions.

(d) 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. (e) **ALL** key personnel **MUST** be able to read, write, speak and understand English.

**H.1 PRE-WORK CONFERENCE**

Prior to commencement of work, the Contractor will meet with the Contracting Officer to discuss contract terms, work performance requirements and finalize work progress schedules. Also, at this meeting such things as sanitation, camping requirements (if authorized), fire prevention and suppression plans will be addressed. The meeting will be held at a time and place determined by the Contracting Officer.

**H.2 WORK PROGRESS SCHEDULE**

The Contractor shall be required to present a written plan of work providing for the orderly and timely completion of the contract requirements at the pre-work conference. This plan is subject to the approval of the Contracting Officer. The schedule may be modified in writing during the contract when conditions warrant it. If the work progress falls behind schedule, the Contractor shall take such action as necessary to ensure that the timely completion of the contract is not jeopardized. In addition, the Contracting Officer may require the Contractor to submit a revised plan of work showing how he intends to complete the project on time and in compliance with all contract requirements.

**H.3 PERSONAL PROTECTIVE EQUIPMENT**

The contractor shall train workers in the safe operation and use of equipment that the worker may use before the worker begins using such equipment. Personal protective equipment, including personal protective equipment for eyes, face, head, and extremities shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards or processes encountered which may cause injury or impairment in the function of any part of the body. Defective or damaged personal protective equipment shall not be used.

The contractor shall provide chain saw chaps to each employee who operates a chain saw, at no cost to the employee. These chaps must be approved by an Underwriters Laboratory or meet Forest Service specification 6170-47. The chaps shall cover the full length of the thigh and shall extend to the top of the boot on each leg. The contractor shall assure that each employee wears foot protection that provides adequate traction and ankle support. Employees operating chain saws shall wear foot protection that is constructed with cut-resistant material which will protect the employee against contact with a running chain saw.

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

The contractor shall provide, at no cost to the employee, eye protection where there is potential for eye injury due to flying objects. This eye protection must meet the minimum requirements of ANSI standard Z87.1-2003. The contractor shall provide, at no cost to the employee, hearing protection where there is a potential for hearing loss due to high intensity noise for example, chain saw operation.

**H.4 CAMPING**

Camping **is not** authorized for this contract.

**H.5 FIRE PREVENTION AND CONTROL**

The Contractor shall immediately notify the Government of any fires sighted on or in the vicinity of the work site. The Contractor may be held liable for all damages and for all costs incurred by the Government for labor, subsistence, equipment, supplies, and transportation deemed necessary to control or suppress a fire set or caused by the Contractor or the Contractor's agents or employees. All other actions will be in accordance with the fire plan included in Section J of this solicitation.

**H.6 BARRICADES, WARNING SIGNS, AND OTHER DEVICES**.

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and enough lights, danger signals, signs, and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Roads closed to traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

The Contractor shall erect warning signs in advance at any place on the project where operations may interfere with the use of the road or trail by traffic and at all intermediate points where the new work crosses or coincides with an existing road or trail. All road barricades, warning signs, lights, temporary signals, flagmen and pilot car operators and equipment, and other protective devices, except for special devices, shall conform with Part VI of the Manual on Uniform Traffic Control Devices for Streets and Highways, published by the Federal Highway Administration and applicable safety codes.

A specific traffic control plan shall be agreed to by the Contractor and Forest Service prior to commencing work. Necessary warning signs and guards shall be posted during blasting operations to safeguard the public.

**H.7 SPILL PLAN**

If the total oil or oil products storage exceeds 1,320 gallons or if any single container exceeds a capacity of 660 gallons, the Contractor shall prepare and implement a Spill Prevention and Countermeasures (SPCC) Plan. Such plan shall meet applicable EPA requirements (40 CFR 112), including certification by a registered professional engineer. The Contractor under the direction of the Contracting Officer, or in the absence of said officer, acting independently, shall immediately take action to contain and clean up, without expense to the Government, all petroleum products spills on or in the vicinity of the project which are caused by the Contractor's employees directly or indirectly as a result of contract operations. The Contractor may be held liable for all damages and costs of additional labor, subsistence, equipment, supplies, and transportation deemed necessary by the Government for the containment and cleanup of petroleum products spills caused by Contractor's employees or resulting from contract operations. The Contractor shall immediately report all petroleum products spills to the Contracting Officer.

**H.8 WAGE DETERMINATION**

The applicable wage determination for this work is in accordance with **WD 76-1351, Rev. -56**, Dated **03/19/2019** for **All Counties in the State of Colorado**.

**H.9 AGAR ADVISORY NUMBER 96 CONTRACTOR PERFORMANCE INFORMATION AND CONTRACTOR**

**PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)**

Contractor Performance Information and Contractor Performance Assessment Reporting System (CPARS) will be used by the Forest Service for evaluating contractor performance. CPARS is the single USDA-wide system used to collect, maintain, and disseminate contractor performance evaluations to the Past Performance Information Retrieval System (PPIRS). Past performance reporting is required by FAR 42.1502 and 42.1503. The contractor will be notified by email to review evaluation information submitted by the Agency. The contractor will have **30 days** to submit comments, rebutting statements, or additional information to the Assessing Official before any evaluation is considered final.

**H.10 8(A) DIRECT AWARDS**

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the USDA Forest Service. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

**The U.S. Small Business Administration (SBA)**

**North Florida District Office**

**7825 Baymeadows Way, Suite 100B**

**Jacksonville, FL 32256**

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contacting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) to notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or controls hall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) it will adhere to the requirements of 52.219-14, Limitations on Subcontracting.

(End of clause)

**SECTION I – CONTRACT CLAUSES**

|  |  |
| --- | --- |
| **Contract**  **Clause**  **Number** | **Contract Clause Title, Description (when applicable) and Effective Date** |
| 52.203-3 | Gratuities. (APR 1984) |
| 52.203-5 | Covenant Against Contingent Fees (MAY 2014) |
| 52.203-7 | Anti-Kickback Procedures (MAY 2014) |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014) |
| 52.203-10 | Price of Fee Adjustment for Illegal or Improper Activity (MAY 2014) |
| 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010) |
| 52.203-17 | Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Apr 2014) |
| 52.204-4 | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011) |
| 52.204-13 | System for Award Management Maintenance (OCT 2018) |
| **52.212-4** | **Contract Terms and Conditions—Commercial Items (OCT 2018)**  (a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming  supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --   1. Within a reasonable time after the defect was discovered or should have been discovered; and 2. Before any substantial change occurs in the condition of the item, unless the   change is due to the defect in the item.  (b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.  (c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.  (d) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or  relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.  (e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.  (f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.  (g) *Invoice*.    (1) The Contractor shall submit an original invoice and three copies (or electronic  invoice, if authorized) to the address designated in the contract to receive  invoices. An invoice must include --  (i) Name and address of the Contractor;    (ii) Invoice date and number;  (iii) Contract number, line item number and, if applicable, the order number;  (iv) Description, quantity, unit of measure, unit price and extended price of the  Items delivered;  (v) Shipping number and date of shipment, including the bill of lading number  and weight of shipment if shipped on Government bill of lading;  (vi) Terms of any discount for prompt payment offered;  (vii) Name and address of official to whom payment is to be sent;  (viii) Name, title, and phone number of person to notify in event of defective  invoice; and  (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on  the invoice only if required elsewhere in this contract.  (x) Electronic funds transfer (EFT) banking information.  (A) The Contractor shall include EFT banking information on the invoice only if  required elsewhere in this contract.  (B) If EFT banking information is not required to be on the invoice, in order for the  invoice to be a proper invoice, the Contractor shall have submitted correct EFT  banking information in accordance with the applicable solicitation provision,  contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer— System  for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—  Other Than System for Award Management), or applicable agency procedures.  (C) EFT banking information is not required if the Government waived the  requirement to pay by EFT.  (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.  (h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this  contract, provided the Contractor is reasonably notified of such claims and proceedings.   1. Payment.   (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.  (2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.  (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.  (4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.  (5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—   1. Remit the overpayment amount to the payment office cited in the contract   along with a description of the overpayment including the—  (A) Circumstances of the overpayment (*e.g.,* duplicate payment, erroneous  payment, liquidation errors, date(s) of overpayment);  (B) Affected contract number and delivery order number, if applicable;  (C) Affected line item or subline item, if applicable; and  (D) Contractor point of contact.   1. Provide a copy of the remittance and supporting documentation to the Contracting Officer.   (6) Interest.  (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.  (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.  (iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—  (A) The Contracting Officer and the Contractor are unable to reach agreement on  the existence or amount of a debt within 30 days;  (B) The Contractor fails to liquidate a debt previously demanded by the  Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment  payment agreement; or  (C) The Contractor requests a deferment of collection on a debt previously  demanded by the Contracting Officer (see 32.607-2).  (iv) If a demand for payment was previously issued for the debt, the demand for payment  included in the final decision shall identify the same due date as the original demand for  payment.  (v) Amounts shall be due at the earliest of the following dates:  (A) The date fixed under this contract.  (B) The date of the first written demand for payment, including any demand for  payment resulting from a default termination.  (vi) The interest charge shall be computed for the actual number of calendar days involved  beginning on the due date and ending on—  (A) The date on which the designated office receives payment from the Contractor;  (B) The date of issuance of a Government check to the Contractor from which an  amount otherwise payable has been withheld as a credit against the contract debt;  or  (C) The date on which an amount withheld and applied to the contract debt would  otherwise have become payable to the Contractor.  (vii) The interest charge made under this clause may be reduced under the procedures  prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this  contract.  (j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies  provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:  (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or  (2) Delivery of the supplies to the Government at the destination specified in the contract, if  transportation is f.o.b. destination.  (k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.  (l) *Termination for the Government’s convenience*. The Government reserves the right to terminate this  contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall  immediately stop all work hereunder and shall immediately cause any and all of its suppliers and  subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of  the contract price reflecting the percentage of the work performed prior to the notice of termination, plus  reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard  record keeping system, have resulted from the termination. The Contractor shall not be required to comply  with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give  the Government any right to audit the Contractor’s records. The Contractor shall not be paid for any work  performed or costs incurred which reasonably could have been avoided.  (m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the  event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and  conditions, or fails to provide the Government, upon request, with adequate assurances of future performance.  In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for  supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights  and remedies provided by law. If it is determined that the Government improperly terminated this contract for  default, such termination shall be deemed a termination for convenience.  (n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to  the Government upon acceptance, regardless of when or where the Government takes physical possession.  (o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit  for use for the particular purpose described in this contract.  (p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be  liable to the Government for consequential damages resulting from any defect or deficiencies in accepted  items.  (q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws,  executive orders, rules and regulations applicable to its performance under this contract.  (r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C.  1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C.  431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41  U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49  U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.  (s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving  precedence in the following order:  (1) The schedule of supplies/services.  (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws  Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.  (3) The clause at 52.212-5.  (4) Addenda to this solicitation or contract, including any license agreements for computer software.  (5) Solicitation provisions if this is a solicitation.  (6) Other paragraphs of this clause.  (7) The Standard Form 1449.  (8) Other documents, exhibits, and attachments.  (9) The specification.  (t) Reserved  (u) Unauthorized Obligations.  (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this  contract is subject to any End Use License Agreement (EULA), Terms of Service (TOS), or similar  legal instrument or agreement, that includes any clause requiring the Government to indemnify the  Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would  create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:  (i) Any such clause is unenforceable against the Government.  (ii) Neither the Government nor any Government authorized end user shall be deemed to  have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal  instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is  invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap”  or “browse-wrap” agreements), execution does not bind the Government or any Government  authorized end user to such clause.  (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal  instrument or agreement.  (2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is  expressly authorized by statute and specifically authorized under applicable agency regulations and  procedures.  (v) *Incorporation by reference*. The Contractor’s representations and certifications, including those completed  electronically via the System for Award Management (SAM), are incorporated by reference into the contract.  (End of Clause) |
| **52.212-5** | Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items. (JAN 2019)  (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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements  (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing  Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations  acts (and as extended in continuing resolutions)).  (2) 52.204-23, Prohibition on Contracting for Hardware,  Software, and Services Developed or Provided by Kaspersky Lab and  Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).  (3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)  (4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).  (5) 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 (Oct 2015) (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).  X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct  2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).  \_\_\_ (5) [Reserved]  \_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section  743 of Div. C).  \_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct  2016) (Pub. L. 111-117, section 743 of Div. C).  **X (8) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors**  **Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).**  **X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters**  **(Oct 2018) (41 U.S.C. 2313).**  \_\_\_ (10) [Reserved]  \_\_\_ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C.  657a).  \_\_\_ (ii) Alternate I (Nov 2011) of 52.219-3.  \_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns  (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C.  657a).  \_\_\_ (ii) Alternate I (Jan 2011) of 52.219-4.  \_\_\_ (13) [Reserved]  **X (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).**  **X (ii) Alternate I (Nov 2011).**  **X (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 2018) (15 U.S.C. 637(d)(2) and (3)).  \_\_\_ (17) (i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637 (d)(4)).  \_\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.  \_\_\_ (iii) Alternate II (Nov 2016) of 52.219-9.  \_\_\_ (iv) Alternate III (Nov 2016) of 52.219-9.  \_\_\_ (v) Alternate IV (Aug 2018) of 52.219-9.  \_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).  **X (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (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)).  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, or Sole Source Award to, Economically Disadvantaged  Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).  \_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small  Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15  U.S.C. 637(m)).  **X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).**  **X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O.**  **13126).**  **X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).**  **X (28) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).**  **X (ii) Alternate I (Feb 1999) of 52.222-26.**  **X (29) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).**  **X (ii) Alternate I (July 2014) of 52.222-35.**  **X (30) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C.**  **793).**  **X (ii) Alternate I (July 2014) of 52.222-36.**  **X (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).**  **X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec**  **2010) (E.O. 13496).**  **X (33) (i) 52.222-50, Combating Trafficking in Persons (JAN 2019)**  **(22 U.S.C. chapter 78 and E.O. 13627).**  **X (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).**  **X (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 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) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential  Hydrofluorocarbons (Jun 2016) (E.O.13693).  \_\_\_ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air  Conditioners (Jun 2016) (E.O. 13693).  \_\_\_ (38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s  13423 and 13514  \_\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.  \_\_\_ (39) (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.  \_\_\_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C.  8259b).  \_\_\_ (41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015)  (E.O.s 13423 and 13514).  \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.  \_\_\_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug  2011) (E.O. 13513).  \_\_\_ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).  \_\_\_ (44) 52.223-21, Foams (Jun 2016) (E.O. 13696).  \_\_\_ (45) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).  **\_\_\_** (ii) Alternate I (Jan 2017) of 52.224-3.  **X (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).**  \_\_\_ (47) (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.  \_\_\_ (48) 52.225-5, Trade Agreements (Aug 2018) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).  \_\_\_ (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations,  and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).  \_\_\_ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States  (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year  2008; 10 U.S.C. 2302 Note).  \_\_\_ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).  \_\_\_ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)  (42 U.S.C. 5150).  \_\_\_ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C.  4505), 10 U.S.C. 2307(f)).  \_\_\_ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10  U.S.C. 2307(f)).  **X (55) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct**  **2018) (31 U.S.C. 3332).**  \_\_\_ (56) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award  Management (Jul 2013) (31 U.S.C. 3332).  \_\_\_ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).  \_\_\_ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).  \_\_\_ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).  \_\_\_ (60) (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.  \_\_\_ (iii) Alternate II (Feb 2006) 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 (Aug 2018) (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).**  **X (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price**  **Adjustment (Multiple Year and Option Contracts) (Aug 2018) (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).  **X (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).**  \_\_\_ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).  \_\_\_ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42  U.S.C. 1792).  (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 (Jan 2019) (41 U.S.C.  3509).  (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or  Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further  Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in  subsequent appropriations acts (and as extended in continuing resolutions)).  (iii) 52.204-23, Prohibition on Contracting for Hardware,  Software, and Services Developed or Provided by Kaspersky Lab and  Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).  (iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and  (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract  (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for  construction of any public facility), the subcontractor must include 52.219-8 in lower tier  subcontracts that offer subcontracting opportunities.  (v) 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.  (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).  (vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).  (viii) 52.222-35, Equal Opportunity for Veterans (Oct 2019) (38 U.S.C. 4212).  (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).  (x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).  (xi) 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.  (xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).  (xiii) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (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).  (xiv) 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.)  (xv) 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)  (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).  (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).  (xviii) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).  (xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).  (B) Alternate I (Jan 2017) of 52.224-3.  (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United  States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for  Fiscal Year 2008; 10 U.S.C. 2302 Note).  (xxi) 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.  (xxii) 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) |
| **52.215-2** | **Audit and Records – Negotiation. (OCT 2010)** |
| **52.215-8** | **Order of Precedence – Uniform Contract Format. (OCT 1997)** |
| **52.217-9** | **Option to Extend the Term of the Contract. (MAR 2000)**   1. The Government may extend the term of this contract by written notice to the Contractor within ***three (3)*** calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least ***five (5) calendar days*** before the contract expires. The preliminary notice does not commit the Government to an extension. 2. If the Government exercises this option, the extended contract shall be considered to include this option clause. 3. The total duration of this contract, shall not exceed ***one (1) year*** from the award date. |
| **52.219-11** | **Special 8(a) Contract Conditions. (JAN 2017)** |
| **52.219-12** | **Special 8(a) Subcontract Conditions (JAN 2017)** |
| **52.223-6** | **Drug-Free Workplace. (MAY 2001)** |
| **52.229-3** | **Federal, State, and Local Taxes. (FEB 2013)** |
| **52.232-17** | **Interest. (MAY 2014)** |
| **52.232-23** | **Assignment of Claims. (MAY 2014)** |
| **52.232-39** | **Unenforceability of Unauthorized Obligations (JUN 2013)** |
| **52.232-40** | **Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)** |
| **52.242-13** | **Bankruptcy. (JUL 1995)** |
| **52.252-1** | **Solicitation Provisions Incorporated by Reference. (FEB 1998)**  This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and  submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:  [www.acquisition.gov/far www.usda.gov/procurement/policy/agar.html](file:///C:\Users\kzimlinghaus\Desktop\2020%20F2%20Contracts\Phase%203\www.acquisition.gov\far%20www.usda.gov\procurement\policy\agar.html) |
| **52.252-2** | **Clauses Incorporated by Reference. (FEB 1998)**  This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov/far or  [www.usda.gov/procurement/policy/agar.html](http://www.usda.gov/procurement/policy/agar.html) |
| **52.253-1** | **Computer Generated Forms. (JAN 1991)** |

**SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

|  |  |  |  |
| --- | --- | --- | --- |
| **Attachment**  **Number** | **Attachment Title** | **Date** | **Number of Pages** |
| J.1 | **Schedule of Items (SOI)\_**  Pricing. To be completed by the offeror. |  |  |
| J.2 | **MAPs**  To be used as a guide. |  |  |
| J.3 | **Fire Control Plan**  Should be adhered to in accordance with Section H. |  |  |
| J.4 | **Wage Determination WD 76-1351, Rev 56**  Should be referenced and adhered to in accordance with DOL regulations |  |  |
| J.5 | **fs\_6300-27\_Experience Questionnaire**  Complete this form to document past performance and experience. Do NOT exceed the space provided. Form use is required. |  |  |
| J.6 | **Designation of Representatives Form**  Complete this form to identify the contractor’s contract representatives |  |  |
| J.7 | **r2\_fs\_6300-7 Progress Schedule**  Complete this form to document the draft schedule for the work being performed. Use of the form is required |  |  |
| J.8 | **Technical Proposal Template**  Complete this form as part of the technical capability response. It should address only the areas requested within. Use of the form is required. |  |  |
| J.9 | **fs\_6300-11\_Subcontractor Approval Form**  Form 6300-11 will need to be included ONLY if the Offeror is using Subcontractors that will need to physically go onto the project site. Check box below if form is included. |  |  |
| J.10 | **Proposal Response Checklist**  Use this form to ensure all required items for the solicitation are returned. |  |  |
| J.11 | **Title Page Example**  Each Proposal Element addressed requires a title page. Use this as an example of what the Government is looking for to meet the minimum requirements. This format is not mandatory. The header and footer can be adjusted and personalized by the contractor. However, all title pages must include the contractor’s name. |  |  |

**SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)**