

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER See Schedule		PAGE OF 1 67		
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 1240LP23Q0014		6. SOLICITATION ISSUE DATE 12/09/2022	
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME CURTIS LANDRETH			b. TELEPHONE NUMBER <i>(No collect calls)</i>		8. OFFER DUE DATE/LOCAL TIME 01/06/2023 1700 MT	
9. ISSUED BY USDA-FS CSA INTERMOUNTAIN 4 324 25TH ST OGDEN UT 84401-2310				CODE 40LP	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS:115310 SIZE STANDARD: \$10.0			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		
15. DELIVER TO USDA FOREST SERVICE - BLACK HILLS N BLACK HILLS NATIONAL FOREST 1019 N FIFTH ST CUSTER SD 57730-8214		CODE 1267T0	16. ADMINISTERED BY USDA-FS CSA INTERMOUNTAIN 4 324 25TH ST OGDEN UT 84401-2310					
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE		18a. PAYMENT WILL BE MADE BY			
TELEPHONE NO.		CODE	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER								
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Black Hills National Forest Tree Marking Services Period of Performance: 01/16/2023 to 04/14/2023 Hell Canyon, Prep Lost Timber Marking Requisition No: 1084744							
0002	Hell Canyon Timber Prep-Tree Marking 2 Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER <i>(Type or print)</i>			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>		31c. DATE SIGNED		
				CURTIS R. LANDRETH				

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Requisition No: 1085635				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

**SECTION B – CONTINUATION OF SF-1449**

**Schedule of Items/Price Schedule**

Schedule of Items

Project Description: Hell Canyon Ranger District- Prep Lost Timber Marking

Vendor Name: \_\_\_\_\_ Vendor UEI: \_\_\_\_\_

<b>Item</b>	<b>Supplies/Services</b>	<b>Qty</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Price</b>
001	Tree Marking Services	1,795	acres	\$ ____/Acre	\$
		Total Price		\$	

**Description of Requirement**

**1.1 SCOPE OF WORK.**

The contractor will provide all labor, equipment, supplies, services, permits, and licenses necessary to perform portions of an estimated Forest effort. This statement of work consists of completing the tasks in Section 5 to the performance requirements of Section VII. Specifications are provided in this contract, specific to the Timber Sale Areas described. The work required falls into the task category of Tree Marking:

**1.2 LOCATION DESCRIPTION.**

This project area is located on the Hell Canyon Ranger District of the Black Hills National Forest in all or parts of T.4S., R.2E., Sections 13, 23, 24, and 25, as well as T.4S., R.3E., Sections 17, 18, 19, 20, 29, 30, 31, and 32, BHM, Surveyed. It includes units from the Lost Timber Sale. All purchase order unit boundaries have been designated with orange tracer paint. See detailed project maps (Attachments).

**1.3 ACCESSIBILITY.**

Forest maps of the Black Hills National Forest are available from the Supervisor's Office in Custer, SD or the Ranger District Offices located in: Rapid City, Spearfish, and Custer, SD; or Sundance and Newcastle WY. It is the responsibility of the contractor to determine the most suitable route to the project areas.

- (a) The Government is not obligated to do unscheduled road maintenance. Most work units are accessible by standard or 4-wheel-drive vehicle. If wet/muddy road conditions result in road damage (defined as vehicles creating  $\geq 3$ -inch ruts for a distance of  $\geq 300$  feet), contractor will not be allowed to operate vehicles on roads. In these cases, options to walk in, access via 4-wheeler or lower impact vehicle that would not create this amount of disturbance or counting missed workdays as “weather days” may be considered.
- (b) Use of motorized equipment by the general public on designated roads and closed off road areas is prohibited as referenced on the Motor Vehicle Use Map (MVUM) of the Black Hills National Forest Travel Management Plan. The MVUM will be modified and published annually and made available, free of charge, at the offices listed above. If the Contractor is performing marking tasks under the terms of this contract, use involving autos, pickups, and ATVs of these closed roads and off-road areas will be permitted in most cases as long as the use is directly involved in accomplishment of the tasks. In these situations, the need to have access to these areas will be addressed during the pre-work meeting for the contract and the Contractor will be issued a “special permit” detailing the roads, areas, and timeframe of use in which MVUM restrictions are waived for administrative purposes in accomplishing the contract. Copies of this permit must be displayed in the windshield of the contractor’s vehicle and be carried with the operator of an ATV to assist law enforcement personnel in confirming the Contractor’s authorized use of these resources. Contractor will be required to provide information including year, make, model, color, and license number of any vehicles that will be used in the accomplishment of marking activities in these areas. In some instances, walk-ins of up to 1 mile may be required due to unexpected reasons of inaccessibility.
- (c) Some roads accessing the work area may be under seasonal or permanent closure via a locked gate placed across the traveled way. In these instances, Contractor will be allowed vehicular access via “special permit” as identified in part (b) above. In addition, the Contractor will be required to provide their own padlock for purposes of gaining access. The Contractor’s padlock will be locked in tandem with that of the Forest Service lock to allow access to either party. It is the contractor’s responsibility to ensure that their personnel keep these gates locked at all times after passing through.
- (d) Unexpected reasons for inaccessibility due to fallen trees, slides, washouts on roads, etc., may or may not be corrected at the option of the Government. If access is blocked causing walk-ins in excess of 1 mile, the Government may provide an alternate access route or delete the inaccessible unit(s).
- (e) Unit maps may show spur roads into work units. The spur roads shown may not be passable or may not have been constructed yet. Contractors should not rely on spur roads for access to units.

## **1.4 CONTRACTOR PERSONNEL.**

The contractor shall provide a contract representative for the performance of the work. The name of this person, and an alternate(s) who shall act for the contractor when the contractor is absent, shall be designated in writing to the contracting officer. The contractor representative, or alternate, shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contractor representative and alternate(s) must be able to read, write, speak, and understand English.

### **1.4.1 Key Personnel Qualifications– First Line Supervisor (Crew Leader of forestry workers)**

**First-Line Supervisor** shall directly supervise and coordinate the activities of forestry and related workers. First-Line Supervisor shall have two to three years or more of National Forest or private lands tree marking experience. Demonstrates to have used a prism or other measuring device to determine the required residual basal area stocking level in a treatment unit.

Demonstrates to have used a diameter tape or other measuring device to determine tree diameters at 4 and ½ feet. Demonstrate knowledge and capability to follow marking guides. Demonstrate capability to select good phenotypical trees that exhibit good leave tree characteristics that include, straight boles, healthy vigorous crowns with live crown ratio over 40% and pyramidal shaped crowns with healthy foliage. Demonstrates capability to read topographical maps, use a GPS or compass. Demonstrates capability to be proficient in English(Written and verbal proficiency).

The First-Line Supervisor will have access to and reference an organized written QUALITY CONTROL PLAN (QCP) document used for monitoring contract performance. The document contains specific methods the Contractor will use to self-inspect performance to meet the ACCEPTABLE QUALITY LEVEL (AQL) for the required tasks in the contract.

### **1.4.2 – Work Plan/Schedule**

The Work Plan shall include a list of all employees/personnel working on this contract identifying each by their Occupational Code/ Job Title for work as it applies to this contract under the applicable Service Contract Act wage rate. The initial Work Plan shall be provided at the pre-work meeting and be updated whenever any personnel changes occur. All Subcontractors must also provide a list of all employees/personnel working on this contract identifying each by their Occupational Code/ Job Title as it applies to this contract under the applicable Service Contract Act wage rate.

## **SECTION II – DEFINITIONS**

### **2.1 STANDARD DEFINITIONS**

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

**CONTRACTING OFFICER REPRESENTATIVE (COR).** A Government person appointed by the Contracting Officer to help the Contracting Officer with contract administration, inspection of services, and surveillance/monitoring of the contract performance.

**DEFECTIVE SERVICE.** A unit of service, which contains one or more defects, or nonconformance with specified requirements.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS).** Identifies the key service outputs under the contract that will be evaluated by the Government on a regular basis, the surveillance methods to be used for these outputs, and the performance requirements of the listed outputs. These evaluation methods will ensure that contract performance standards are met by the contractor.

**PERFORMANCE WORK SUMMARY (PWS).** Main body of contract, encompassing Sections I-VI and describing the nature of the tasks to be accomplished.

**PLANNED SAMPLING.** A predetermined plan for inspecting part of the work is established, using subjective judgment and analysis of agency resources, to decide what work to inspect and how frequently it is to be inspected.

**QUALITY ASSURANCE.** Those actions taken by the Government to assure services meet the requirements of the Performance Work Statement (PWS).

**QUALITY ASSURANCE SURVEILLANCE PLAN (QASP).** An organized written document used for quality assurance surveillance. The document contains specific methods the Government will use to perform surveillance of the contractor.

**QUALITY CONTROL.** Those actions taken by a contractor to control the performance of services so that they meet the requirements of the PWS.

**QUALITY CONTROL PLAN (QCP).** An organized written document used for monitoring contract performance. The document contains specific methods the Contractor will use to self-monitor performance to meet the AQL for the required tasks in the contract.

**RANDOM SAMPLING.** A sampling method in which each service output in a unit has an equal chance of being selected.

## **SUSTAINABLE ACQUISITIONS (FAR Part 23.4 – Use of Recovered Materials and Biobased Products)**

**a.** Biobased Products: Managed by the U.S. Department of Agriculture (USDA), the goal of the Bio Preferred program is to increase the purchase and use of biobased products. The Bio Preferred program was created by the 2002 Farm Bill and reauthorized and expanded as part of the Agricultural Act of 2014 (the 2014 Farm Bill). The program's purpose is to spur economic development, create new jobs and provide new markets for farm commodities. The increased development, purchase, and use of biobased products reduce our nation's reliance on petroleum, increase the use of renewable agricultural resources, and contribute to reducing adverse environmental and health impacts. Information on biobased/bio preferred products can be found at the Bio Preferred Site. The Contractor shall comply with the clause at FAR 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts and the provision at FAR 52.223-1, Biobased Product Certification.

**b.** EPA-designated items: Products that are or can be made with recovered material. The Comprehensive Procurement Guideline (CPG) program is part of EPA's continuing effort to promote the use of materials recovered from solid waste. Buying recycled-content products ensures that the materials collected in recycling programs will be used again in the manufacture of new products.

**UNUSUALLY SEVERE WEATHER.** For the purposes of this contract, unusually severe weather in excess of contract days allowed for weather will be considered as follows: Air temperatures below 10 degrees Fahrenheit, snow depths making roads impassable with standard 4-wheel drive vehicles, and wind speeds in excess of 15 mph in areas with concentrations of snags. Heavy rain events saturating the boles of trees and snow in direct contact with the bases of trees requiring marking will not apply because rain resistant paint is available to mark under these field conditions. Significant snow depths in direct contact with the bases of trees requiring marking may be considered on a case-by-case basis, but will not automatically qualify.

## **2.2 TECHNICAL DEFINITIONS**

**ADEQUATELY STOCKED UNDERSTORY.** Regeneration established at a minimum of 600 seedlings/saplings per acre. Usually associated with an Overstory Removal prescription or Overstory Removal in combination with another prescription. Numbers required to meet minimums may vary and will be specified in the Section 5.1 “Tree Marking”.

**ASPEN INCLUSION.** Any occurrence of aspen trees within a unit.

**BASAL AREA (BA).** The area in square feet of the cross section of a single tree's stem at DBH, or of all trees in a site, expressed in square feet per acre. Generally measured via a basal area gauge device such as a Basal Area Factor (BAF) prism, BAF gauge or rela-skop.

**BASAL AREA CREDIT.** A credit given by the inspector under certain inspection conditions so as not to penalize the contractor for falling below the required residual basal area requirement. Basal area credits may be given when no tree exists to mark or when it is desired to maintain a uniform stocking level adjacent to opening in the stand. See definition for "Ghost Tree Concept".

**BLACKBARK.** An "immature ponderosa pine" tree whose bark is very dark, appearing black.

**CODOMINANT TREES.** Trees with crowns that form the general level of the crown canopy, receiving full light from above, but comparatively little from the sides; usually with medium sized crowns slightly crowded on the sides.

**COMMERCIAL THIN (CT).** A harvest prescribed so that residual (post-harvest) trees are retained at a prescribed spacing or square feet of basal area per acre (BA).

**CUT TREE MARKING (CTM).** Trees to be harvested will be marked by contractor.

**DEFECT.** Any kind of deformity or damage in the tree, i.e. forked top, porcupine damage, crook, sweep, rot, etc.

**DIAMETER AT BREAST HEIGHT (DBH).** Diameter of a tree's bole measured outside the bark at a point 4.5 feet above ground level on the uphill side of the tree.

**DOMINANT TREES.** Trees with well-developed crowns, extending above the general level of the crown canopy, and receiving full light from above and partial light from the sides.

**EVEN-AGED STAND.** A stand of trees where all the trees are about the same age or within 20 percent of the rotation age of each other. The canopy of the stand is generally even, and the majority of stems are the same diameter.

**GHOST TREE CONCEPT.** A marking and inspection concept in which a basal area credit is utilized to reduce the prescribed residual BA to account for an opening in the stand. It is designed to maintain the average stocking level as opposed to crowding extra leave trees adjacent to an opening to meet a basal area requirement.

**GROUP SELECTION (GS).** A prescribed harvest identifying scattered clumps or groups of trees for removal from a site. Clumps or groups of trees may number anywhere from several isolated trees to all the merchantable trees in an area, up to a maximum of 2 acres in size. Groups selected for removal are usually expressed as an overall percentage of the total basal area of the trees on a site.

**GROUP SHELTERWOOD (GRSH).** This is a shelterwood system treatment that is applied within pine sites which are not homogenous, but rather have patches or groups of trees of various age classes throughout the stand. A GRSH prescription may include all phases of a shelterwood system such as a commercial thin, shelterwood seed cut or overstory removal. Contractor shall vary their marking to meet the stand conditions corresponding to each phase of the system at a scale of not less than 1 acre.

**HARDWOOD INCLUSIONS.** Any occurrence of hardwood trees within a unit.

**IMMATURE PINE.** Pine trees younger than rotation age. These trees generally have deeply furrowed and dark or black colored bark and usually have the greatest potential to maintain long-term growth in a residual (post-harvest) site. Usually associated with a Commercial Thin prescription.

**INCLUSIONS.** Areas within a unit or site, having uniform characteristics differing from those of the site in general and creating a distinct division between the adjacent vegetation types. Inclusions can be of differing species, density, age, diameter, height, etc. and may require a different tree marking prescription than that of the rest of the site, if identified in the *Marking Guidelines* for an individual site.

**INDIVIDUAL TREE SELECTION (ITS).** Individual trees of all size classes are removed, more or less, uniformly throughout the stand to promote growth of remaining trees and to provide space for regeneration.

**INOPERABLE AREAS.** Undesignated areas, within a unit, where logging equipment cannot operate due to adverse topography or ground conditions and therefore should not have timber designated for harvest. Inoperable areas may include but are not limited to: rock promontories, steep rocky slopes, sandy or boggy areas. If unclear, Contractor and COR should agree as to what constitutes an inoperable area prior to beginning of marking activities.

**INTERMEDIATE THIN (IT).** A cut generally prescribed in immature, “black bark” sites for the purpose of thinning the canopy to provide growing room for residual trees. A specified basal area/acre or spacing is utilized as a guide for determining the proper number of residual trees to leave.

**LEAVE TREE MARKING (LTM).** Trees that will not be harvested will be marked by contractor.

**MARKING GUIDELINES.** The specific direction for marking each site/inclusion within a unit. Provided in Section 5.1 “Tree Marking”.

**MATURE PINE.** Pine trees nearing, at, or just over rotation age.

**MEADOW RESTORATION.** A cut prescribed to remove commercial sawtimber from historic meadows.

**MERCHANTABILITY STANDARD.** Minimum sized DBH, top diameter, and stem length present in a tree for it to be considered a merchantable product and eligible for marking under the conditions of this contract. The merchantability standard may vary and has been identified in Section 5.1 “Tree Marking”.

**NO TREATMENT AREA (NTA).** Areas within a unit/site where commercial silvicultural treatments are not currently planned. No Treatment Areas will be designated on the ground and, also, on maps provided with Section 5.1 “Tree Marking”.

**OPENING.** An opening in a site or stand occurs when the diameter or dimension of a non-forested area is two or more times greater than the height of the surrounding conifer stand.

**OVERMATURE PINE.** Pine trees, over rotation age, with characteristics that indicate that the tree is declining in vigor and growth. Indications of this condition are "Yellow Bark" appearance, flat-topped crowns with poor foliage condition, and large branches. Generally,  $\geq 120$  years of age.

**OVERSTORY REMOVAL CUT (OR).** The overstory dominant and co-dominant seed trees are removed from a two or more storied site. When an Overstory Removal is prescribed, the residual adequately stocked understory may require marking if the trees meet the merchantability standard.

**PATCH CLEARCUT.** Harvesting of all trees from an area exceeding 2 acres in size, during one entry, to create specific vegetative conditions.

**PHENOTYPIC TRAITS.** Visual, physical appearance of an adult tree that causes one to believe that offspring from that tree will also have similar characteristics. Preferred phenotypic traits are full symmetrical crowns, straight bole, small branch size, dense dark foliage, and evidence of being prolific cone producers.

**PINE ENCROACHMENT REMOVAL (ER).** A cut prescribed to remove commercial sawtimber from meadows.

**RELEASE.** An intermediate cutting aimed at improving growth of individual trees within a site or regulating the site composition by favoring one tree species over another as leave trees. Also, release refers to a response of increased growth by residual trees after harvest.

**ROTATION AGE.** The age established, for a site of trees, at which time the site is prescribed for regeneration. Usually at CMAI (culmination of mean annual increment), a point in time at which the width of annual growth rings of trees that are free to grow, peaks. Annual increments after that point in time show a trend of reduction in width.

**SAMPLE TREE CRUISING.** A method of timber cruising for which it is essential to know the number of trees that have been designated for harvest and for timber cruisers to be able to identify cruise trees that occurred at a specified count interval, at a later date.

**SEED TREE.** A tree, capable of producing cones, preferably vigorous, with a full, well-developed crown. Both black bark and yellow bark trees may be eligible when selecting a seed tree, depending upon the prescription, and marking requirements.

**SHELTERWOOD PREPARATORY CUT (PC).** A partial harvest prescribed to correct some unfavorable condition in the site such as poor crown development or improving wind firmness in preparation for a future regeneration cut.

**SHELTERWOOD SEED CUT (SC).** A regeneration harvest prescribed to open the overall canopy of the site, leaving only seed trees, to allow for the regeneration of a desired species.

**SINGLE TREE SELECTION CUT (ST).** A cut prescribed to correct some unfavorable condition in the site, such as wind damaged or insect infested trees. Differs from a shelterwood preparatory cut in that different site objectives are being sought. Usually a lighter harvest than prescribed for a PC prescription.

**SNAG.** A standing dead tree, in any phase of decomposition.

**SNAG RECRUITMENT.** A live tree retained in a site for the purpose of becoming a snag at some time in the future. Recruits preferably exhibit features such as flat, broken, or dead tops, large horizontal branching, or internal rot, which make them desirable for wildlife trees and future snags. If no others are available, healthy trees may also qualify.

**SITE.** A contiguous group of trees sufficiently uniform in condition, species composition, and arrangement of age classes to be a homogenous and distinguishable unit. Individual sites may require a different tree marking prescription from that of an adjacent site in the same unit. Often used synonymously with the term “stand”.

**STOCKING LEVEL.** For the purposes of this contract, the total basal area, of conifers only, meeting the merchantability standards identified in Section 5.1 “Tree Marking” found on a particular site. The stocking level will be measured in square feet of basal area per acre.

**THINNING FROM ABOVE.** Removal of trees from the upper crown classes of a site, designed to favor codominant trees in the lower crown classes. Usually associated with the Commercial Thin prescription, with specifics being identified in Section 5.1 “Tree Marking” for an individual site/inclusion.

**THINNING FROM BELOW.** Removal of trees from the lower crown classes of a site, designed to favor codominant trees in the upper crown classes. Usually associated with the Commercial Thin prescription, with specifics being identified in Section 5.1 “Tree Marking” for an individual site/inclusion.

**TURKEY ROOST SITES.** A group of mature trees with an average DBH of 10-14 inches, displaying widely spaced branches. To qualify as leave trees, groups must be located in sites with a minimum of 90 square feet of basal area per acre, be at least ¼ acre in size, and not be

isolated from adjacent forest cover. An exception to the above criteria is an existing roost site, identified by evidence of actual roosting, and not meeting some or all of the above criteria.

**UNEVEN-AGED STAND.** A stand of trees consisting of at least three distinct age classes with distinct gaps between the age class distributions. The canopy of the stand is generally broken and uneven. The smallest trees are represented by young seedlings and saplings that have filled gaps recently vacated by older trees. Most stems are in the smallest diameter class with the stem numbers decreasing as diameter increases, reducing even further until there is only a scattering of the largest size trees.

**WHIP.** A tree, which has had its growth suppressed causing poor form, small crown formation, limited diameter growth (usually less than 8" DBH), and spindly appearance. A whip tree will not respond to release.

**YELLOW BARK.** Mature and over-mature ponderosa pine whose reduced vigor and growth rate is partially evident by the tendency of its bark to turn from a black appearance to a more yellow appearance.

### **SECTION III - GOVERNMENT FURNISHED PROPERTY, MATERIALS, SERVICES**

The Government will furnish the necessary tree marking paint and any flagging or tags required to complete the project. Notice will be given if the location at which the contractor will check out paint is different from the district on which the contract is located. *Paint accountability is considered a very serious aspect of successful completion of contract requirements and will be handled according to the methods outlined in Attachment 2, Black Hills National Forest Tracer Paint Accountability Plan (annotated for use in Forest Tree Marking Contract). Both the COR and the Contractor must immediately follow the steps in the Plan any time paint or cans are missing.* Paint accountability and tracking system for checkout, check-in, and location used will be established during the contract pre-work conference. All Government tree marking paint cans, full or empty, not in immediate use by the contractor are required to be in locked storage. Tree marking paint remains the property of the United States. Any unused quantities will be returned to the Government upon completion of the contract. All empty paint cans must be rinsed clean before returning to the Government. Final payment invoices will not be processed until all paint is accounted for as described above and completed "BHNF Standardized Tree Marking Contractor Daily Paint Log" forms for the entire purchase order are provided to the COR.

An investigation by Forest Service Law Enforcement personnel will be carried out involving any number of missing cans or cases of paint whether full or empty. If it is determined that the contractor willfully sold or transferred possession of any paint or cans to unauthorized parties, the contractor may be held criminally liable. If findings are that negligence on the part of the contractor is involved in the loss of any paint or cans, the contractor will be held financially liable to the limits described in Section G.3.3.

## **SECTION IV - CONTRACTOR FURNISHED ITEMS/SERVICES**

The contractor will provide any and all labor, equipment, supplies, services, permits, and licenses necessary to perform portions of an estimated Forest effort of this purchase order issued.

## **SECTION V - PERFORMANCE WORK SUMMARY TASKS AND CRITICAL SUBTASKS**

### **5.1 Tasks**

All tree marking, tallying, cruise tree designations and re-marking tasks must be performed according to the following technical specifications and the quality performance requirements shown on the Performance Requirements Summary (PRS) table in Section VII.

#### **TASK: TREE MARKING**

The Forest Service will pre-designate exterior unit boundary trees with orange paint.

All purchase order unit boundaries have been designated with orange tracer paint.

GENERAL MARKING GUIDES: Over the entire area, the following marking guides will apply:

1. This is a sawtimber and non-saw timber sale. Any sawtimber size live tree,  $\geq 9$  inch DBH to 6.0 inch diameter top, or any non-saw timber size live tree, 5.0 inch DBH to 8.9 inch DBH to a 4.0 inch diameter top, and containing a straight 8.0 foot piece will be eligible for harvest as sawtimber or as a pole.
2. An adequately stocked understory shall be defined as a minimum of 600 seedling/sapling trees per acre (TPA), between 5 and 6 feet tall. They should not be poorly formed or suppressed.
3. For this contract a mature tree is approximately 100 years old.
4. In all units, any mature or overmature tree displaying evidence of wildlife nesting, cavity nesting, or with dead spike tops will be left, and will be considered part of the residual basal area. If a raptor nest is found, immediately cease work in the area, and report the location to the COR as soon as possible. Retain all trees within 10 feet of squirrel caches.
5. In all units, any tree that exhibits signs of fresh Mountain Pine Beetle (MPB) attacks shall not be marked to leave. Signs of MPB attack include pitch tubes on the trunk and associated boring frass in the bark crevices and around the base of the tree.
6. Do not mark spruce to leave.

7. All units will be marked LTM with **ORANGE** or **PINK** paint.
8. Visual Marking is NOT to be done in any units.
9. Remove insect infested trees (mountain pine beetle, ips beetle, and red turpentine beetle) in **ALL** units.

## **PRESCRIPTIONS**

This contract applies various phases of the shelterwood system (commercial thinning, shelterwood seed cut, overstory removal) and individual tree selection. In addition, some stands are designated for group shelterwood harvest. Group shelterwood includes two or more phases of the shelterwood system. Stands designated for treatment typically contain some combination of mature and immature ponderosa pine sawtimber and non-saw timber at 60-200 BA. Remnant overmature pines may be present, individually or in small groups, and some stands have seedling/sapling understories. Meadow release (pine encroachment removal) shall be accomplished in meadows and grasslands where conifers have encroached. Stands may be infested with mountain pine beetle, ips, red turpentine beetle, and western gall rust in small groups. Some stands may contain significant amounts of beetle killed timber. Pine looper, a defoliator, may be present on a much less significant level.

**Commercial Thins** shall be marked as follows:

In areas **larger than 1 acre, dominated by immature sawtimber (9.0" DBH and larger)**, thin from below to 60 BA (as specified in the Unit Description) leaving "acceptable leave trees". This includes both "most desirable leave trees" and "less desirable leave trees" (see 5.2.2 1 and 2). The Contractor shall first select the most desirable leave trees, and in areas where there are not enough trees with the most desirable characteristics available to meet 60 BA, the Contractor shall select less desirable leave trees. Favor larger diameter black bark trees over smaller diameter black bark trees. Strive to attain even spacing between leave trees.

In areas **larger than 1 acre, dominated by small diameter trees and lacking any trees 9.0" DBH and larger**, thin from below to a variable spacing of 14' – 18' wherever possible. Do not mark trees closer than 14 feet apart and select trees with the most desirable tree characteristics as leave trees. Strive to attain even spacing between leave trees.

Overmature and suppressed trees are not desirable leave trees. **Do not mark to leave any** remnant overmature (yellow barks) unless for wildlife purposes.

**Seed/Establishment Cuts** shall be marked as follows:

In areas **larger than 1 acre, dominated by mature sawtimber and lacking an adequately stocked understory**, thin from below to a 40 BA, leaving “acceptable leave trees” (see 5.2.2 1 and 2). This includes both “most desirable leave trees” and “less desirable leave trees”. The Contractor shall first select the most desirable leave trees, and in areas where there are not enough trees with the most desirable characteristics available to meet 40 BA, the Contractor shall select less desirable leave trees. **Desirable leave trees in seed cuts should exhibit good form and good seed production potential.** Large, full crowns and evidence of recent cone production are indicators of good seed production potential. Smaller trees may be preferentially retained if they exhibit these characteristics. Overmature and suppressed trees are not desirable leave trees. Strive to obtain even spacing between leave trees.

**Overstory Removals** shall be marked as follows:

In areas **larger than 1 acre, dominated by mature or overmature sawtimber and having an adequately stocked understory**, remove all conifers 9.0” DBH and greater. Adequately stocked is defined as; having at least 600 seedlings/saplings per acre that are between 5 and 6 feet in height, and are good quality and form. Trees exhibiting evidence of wildlife nesting, caching, or with dead spike tops shall be marked to leave.

**Group Shelterwood** shall be marked as follows:

This is a shelterwood system treatment that is applied within pine sites which are not homogenous, but rather have patches or groups of trees of various age classes throughout the stand. A GRSH prescription may include all phases of a shelterwood system such as a commercial thin, shelterwood seed cut or overstory removal. Contractor shall vary their marking to meet the stand conditions corresponding to each phase of the system at a scale of not less than 1 acre.

**Individual Tree Selection** shall be marked as follows:

A cut generally prescribed in immature, “black bark” sites for the purpose of thinning the canopy to provide growing room for residual trees. A specified basal area/acre or spacing is utilized as a guide for determining the proper number of residual trees to leave.

In areas **larger than 1 acre, dominated by immature sawtimber ( $\geq 9$ ” DBH)**, thin from below to 60 BA, leaving the best quality and most vigorous trees. The dominant and codominant trees in these areas are the preferred leave trees if they are of good quality.

In areas **larger than 1 acre, dominated by overmature sawtimber ( $\geq 9$ ” DBH) with adequate regeneration present** (at least 600 seedlings/saplings per acre and between 5 and 6 feet tall), remove the overmature, but leave 2 reserve trees per acre anywhere an adequately stocked understory of any size exists.

In areas **larger than 1 acre, dominated by overmature sawtimber ( $\geq 9''$  DBH) without adequate regeneration** seed cut to 40 BA, unless they are needed to meet other Forest Plan standards and guidelines. Where non-saw timber (5'' – 8.9'' DBH) dominants the stand, leave the healthiest, most vigorous trees to a variable spacing of 14 – 18 feet.

**Meadow Release (Pine Encroachment Removal)** shall be marked as follows:

All conifers shall be removed from meadows and grasslands. Generally, determined on the ground by a break in slope and/or change in vegetation type.

### LOST UNITS

Sale	Unit	Acres	Unit	Acres
<b>Lost</b>	<b>1</b>	39	<b>21</b>	16
	<b>2</b>	33	<b>22</b>	28
	<b>3</b>	178	<b>23</b>	32
	<b>4</b>	54	<b>24</b>	39
	<b>5</b>	65	<b>26</b>	21
	<b>6</b>	24	<b>27</b>	58
	<b>7</b>	8	<b>28</b>	88
	<b>9</b>	33	<b>30</b>	21
	<b>10</b>	9	<b>31</b>	48
	<b>11</b>	152	<b>32</b>	121
	<b>12</b>	145	<b>33</b>	102
	<b>13</b>	61	<b>34</b>	21
	<b>14</b>	92	<b>35</b>	35
	<b>15</b>	51	<b>36</b>	18
	<b>19</b>	29	<b>37</b>	44
	<b>20</b>	54	<b>40</b>	76
	<b>Total</b>			1,795

## **UNIT DESCRIPTIONS**

### **UNIT 1 LTM Group Shelterwood**

Site 229: group shelterwood contains overstory removal, seed cut to 40 BA, and commercial thin to 60 BA. Do not remove overstory unless there is at least 600 seedlings/saplings per acre between 5 and 6 feet tall. If there is not adequate regeneration, thin sawtimber ( $\geq 9''$  DBH) to 60 BA where possible. If the initial stand is 70 BA or less, without adequate regeneration, seed cut to 40 BA. Where the non-saw component (5'' – 8.9'' DBH) dominates the stand leave the healthiest, most vigorous trees to a variable density spacing of 14 – 18 feet. Leave a seed source if necessary (opening larger than 1 tree length). Remove all conifers (pine encroachment removal) within the meadow along the southern edge (site 230).

### **Unit 2 LTM Commercial Thin**

Commercial thin to a 60 BA. There is a non-saw component (5'' – 8.9'' DBH) in the southwest portion. Leave the healthiest, most vigorous trees to a variable spacing of 14 – 18 feet. If a sawtimber tree ( $\geq 9''$  DBH) is the healthiest, most vigorous tree AND fits the spacing, that tree may be kept in lieu of a less desirable non-saw size tree. Sawtimber is a little sparse along the eastern boundary; try to at least keep 40 BA. Do not remove overstory unless there is at least 600 seedlings/saplings per acre between 5 and 6 feet tall. Remove all conifers (pine encroachment removal) within the meadows along the southwest and northern edges (sites 230 & 231).

### **Unit 3 LTM Commercial Thin**

Commercial thin to 60 BA. Sites 275 and 332 have a strong non-saw component (5'' – 8.9'' DBH). Leave the healthiest, most vigorous trees to a variable spacing of 14 – 18 feet. If a sawtimber tree ( $\geq 9''$  DBH) is the healthiest, most vigorous tree AND fits the spacing, that tree may be kept in lieu of a less desirable non-saw size tree. Do not remove overstory unless there are at least 600 seedlings/saplings per acre and between 5 and 6 feet tall. Mark a commercial thin to 60 BA except within 50 feet of road 274 then mark a commercial thin to 40 BA. Remove all conifers (pine encroachment removal) within the meadow along the southeast and southern edges (site 276).

### **Unit 4 LTM Commercial Thin**

Commercial thin to 60 BA. Leave the healthiest, most vigorous trees. Remove all conifers (pine encroachment removal) within the meadow along the northern edge (site 307). Where the non-saw component (5'' – 8.9'' DBH) dominates the stand leave the healthiest, most vigorous trees to a variable density spacing of 14 – 18 feet.

### **Unit 5 LTM Commercial Thin**

Commercial thin to 60 BA. Leave the healthiest, most vigorous trees. Remove all conifers (pine encroachment removal) within the meadows along the western, northern, and eastern edges (sites 345,

347 & 348). Where the non-saw component (5" – 8.9" DBH) dominates the stand leave the healthiest, most vigorous trees to a variable density spacing of 14 – 18 feet.

### **Unit 6 LTM Commercial Thin**

Commercial thin to 60 BA. Leave the healthiest, most vigorous trees. Remove all conifers (pine encroachment) within the meadow along the northern edge (site 352). Where the non-saw component (5" – 8.9" DBH) dominates the stand leave the healthiest, most vigorous trees to a variable density spacing of 14 – 18 feet.

### **Unit 7 LTM Commercial Thin**

The west corner has a strong non-saw component (5" – 8.9" DBH). Leave the healthiest, most vigorous trees to a variable spacing of 14 – 18 feet. If a sawtimber tree ( $\geq 9$ " DBH) is the healthiest, most vigorous tree AND fits the spacing, that tree may be kept in lieu of a less desirable non-saw size tree. The northeast corner has less existing BA so it should be seed cut to 40 BA but is surrounded by commercial thinning to 60 BA. There is less existing BA in the south portion and should be seed cut to 40 BA.

### **Unit 9 LTM Commercial Thin**

Commercial thin to 60 BA. Leave the healthiest, most vigorous trees. Remove all conifers (pine encroachment removal) within the meadow along all edges (site 457). Where the non-saw component (5" – 8.9" DBH) dominates the stand leave the healthiest, most vigorous trees to a variable density spacing of 14 – 18 feet.

### **Unit 10 LTM Overstory Removal**

Remove all sawtimber if there is at least 600 seedlings/saplings per acre between 5 and 6 feet tall. If there is not adequate regeneration, thin sawtimber ( $\geq 9$ " DBH) to 60 BA where possible. If the initial stand is 70 BA or less, without adequate regeneration, seed cut to 40 BA. Where non-saw timber (5" – 8.9" DBH) dominates the stand, leave the healthiest, most vigorous trees to a variable spacing of 14 – 18 feet. Leave a seed source if necessary (opening larger than 1 tree length).

### **Unit 11 LTM Commercial Thin**

Commercial thin to 60 BA. Leave the healthiest, most vigorous trees. Where non-saw timber (5" – 8.9" DBH) dominates the stand, leave the healthiest, most vigorous trees to a variable spacing of 14 – 18 feet. There is a cutout on the northern edge of the unit along road 274. Around the western edge of the cutout commercial thin to 50 BA within 50 feet of road 274. Around the eastern edge of the cutout commercial thin to 40 BA within 50 feet of road 274. Remove all conifers (pine encroachment removal) within the meadows in the central portion of the unit, and along the western and northeastern edges (sites 53, 66 & 260).

Site 58: commercial thin to 70 BA except within 50 feet of road 274, then mark a commercial thin to 40 BA.

### **Unit 12 LTM Individual Tree Selection**

In the areas of immature sawtimber, thin from below to 60 BA, leaving the best quality and most vigorous trees. The dominant and codominant trees in these areas are the preferred leave trees if they are of good quality. In areas of overmature trees with adequate regeneration present, at least 600 seedlings/saplings per acre between 5 and 6 feet tall, remove the overmature, but leave 2 reserve trees per acre where an adequately stocked understory, of any size, exists. In areas where overmature trees dominate the area without adequate regeneration seed cut to 40 BA. Where non-saw timber (5" – 8.9" DBH) dominates the stand, leave the healthiest, most vigorous trees to a variable spacing of 14 – 18 feet. Remove all conifers (pine encroachment removal) within the meadows in the central portion of the unit (along FSR 274.1A), and along the northern edge (sites 231 & 290).

### **Unit 13 LTM Individual Tree Selection**

In the areas of immature sawtimber, thin from below to 60 BA, leaving the best quality and most vigorous trees. The dominant and codominant trees in these areas are the preferred leave trees if they are of good quality. In areas of overmature trees with adequate regeneration, at least 600 seedlings/saplings per acre between 5 and 6 feet tall, remove the overmature, but leave 2 reserve trees per acre where an adequately stocked understory, of any size, exists. In areas where overmature trees dominate the area without adequate regeneration seed cut to 40 BA. Where non-saw timber (5" – 8.9" DBH) dominates the stand, leave the healthiest, most vigorous trees to a variable spacing of 14 – 18 feet. Remove all conifers (pine encroachment removal) within the meadow along the southwestern edge (site 307).

### **Unit 14 LTM Group Shelterwood**

A group shelterwood contains overstory removal, seed cut to 40 BA, and commercial thin to 60 BA. Do not remove overstory unless there is at least 600 seedlings/saplings per acre between 5 and 6 feet tall. If there is not adequate regeneration, thin sawtimber ( $\geq 9"$  DBH) to 60 BA where possible. If the initial stand is 70 BA or less, without adequate regeneration, seed cut to 40 BA. Leave a seed source if necessary (opening larger than 1 tree length). Remove all conifers (pine encroachment removal) within the meadows along the southern, western, and northern edges (sites 283 & 352). Where the non-saw component (5" – 8.9" DBH) dominates the stand leave the healthiest, most vigorous trees to a variable density spacing of 14 – 18 feet.

### **Unit 15 LTM Group Shelterwood**

A group shelterwood contains overstory removal, seed cut to 40 BA, and commercial thin to 60 BA. Do not remove overstory unless there are at least 600 seedlings/saplings per acre between 5 and 6 feet tall. If there is not adequate regeneration, thin sawtimber ( $\geq 9"$  DBH) to 60 BA where possible. If the initial stand is 70 BA or less, without adequate regeneration, seed cut to 40 BA. Leave a seed source if

necessary (opening larger than 1 tree length). Remove all conifers (pine encroachment removal) within the meadows along the southern and northwestern edges (sites 96 & 352). Where the non-saw component (5" – 8.9" DBH) dominates the stand leave the healthiest, most vigorous trees to a variable density spacing of 14 – 18 feet.

### **UNIT 19 LTM Overstory Removal**

Site 24: overstory removal. Remove all sawtimber ( $\geq 9"$  DBH) if there is at least 600 seedlings/saplings per acre between 5 and 6 feet tall. If there is not adequate regeneration, thin sawtimber ( $\geq 9"$  DBH) to 60 BA where possible. If the initial stand is 70 BA or less, without adequate regeneration, seed cut to 40 BA. Where non-saw timber (5" – 8.9" DBH) dominates the stand, leave the healthiest, most vigorous trees to a variable spacing of 14 – 18 feet. Leave a seed source if necessary (opening larger than 1 tree length).

Site 23: group shelterwood contains overstory removal, seed cut to 40 BA, and commercial thin to 60 BA. Do not remove overstory unless there is at least 600 seedlings/saplings per acre between 5 and 6 feet tall. If there is not adequate regeneration, thin sawtimber ( $\geq 9"$  DBH) to 60 BA where possible. If the initial stand is 70 BA or less, without adequate regeneration, seed cut to 40 BA. Where the non-saw component (5" – 8.9" DBH) dominates the stand leave the healthiest, most vigorous trees to a variable density spacing of 14 – 18 feet. Leave a seed source if necessary (opening larger than 1 tree length).

### **Unit 20 LTM Group Shelterwood**

Site 13: group shelterwood contains overstory removal, seed cut to 40 BA, and commercial thin to 60 BA. Do not remove overstory unless there is at least 600 seedlings/saplings per acre between 5 and 6 feet tall. If there is not adequate regeneration, thin sawtimber ( $\geq 9"$  DBH) to 60 BA where possible. If the initial stand is 70 BA or less, without adequate regeneration, seed cut to 40 BA. Where the non-saw component (5" – 8.9" DBH) dominates the stand leave the healthiest, most vigorous trees to a variable density spacing of 14 – 18 feet. Leave a seed source if necessary (opening larger than 1 tree length).

Site 14: overstory removal. Remove all sawtimber ( $\geq 9"$  DBH) if there is at least 600 seedlings/saplings per acre between 5 and 6 feet tall. If there is not adequate regeneration, thin sawtimber ( $\geq 9"$  DBH) to 60 BA where possible. If the initial stand is 70 BA or less, without adequate regeneration, seed cut to 40 BA. Where non-saw timber (5" – 8.9" DBH) dominates the stand, leave the healthiest, most vigorous trees to a variable spacing of 14 – 18 feet. Leave a seed source if necessary (opening larger than 1 tree length).

Site 15: contains areas of non-saw timber (5" – 8.9" DBH) and seedlings/saplings ( $<5"$  DBH). In areas dominated by non-saw timber, leave the healthiest, most vigorous trees to a variable spacing of 14 – 18 feet. In areas dominated by seedlings/saplings, do not mark any leave trees.

Site 87: Remove all conifers (pine encroachment removal) within the meadow.

### **Unit 21 LTM Commercial Thin**

Commercial thin to 60 BA. Leave the healthiest, most vigorous trees. Where non-saw timber (5" – 8.9" DBH) dominates the stand, leave the healthiest, most vigorous trees to a variable spacing of 14 – 18 feet.

### **Unit 22 LTM Overstory Removal**

Remove all sawtimber ( $\geq 9"$  DBH) if there is at least 600 seedlings/saplings per acre between 5 and 6 feet tall. If there is not adequate regeneration, thin sawtimber ( $\geq 9"$  DBH) to 60 BA where possible. If the initial stand is 70 BA or less, without adequate regeneration, seed cut to 40 BA. Where non-saw timber (5" – 8.9" DBH) dominates the stand, leave the healthiest, most vigorous trees to a variable spacing of 14 – 18 feet. Leave a seed source if necessary (opening larger than 1 tree length).

### **Unit 23 LTM Group Shelterwood**

A group shelterwood contains overstory removal, seed cut to 40 BA, and commercial thin to 60 BA. Do not remove overstory unless there is at least 600 seedlings/saplings per acre between 5 and 6 feet tall. If there is not adequate regeneration, thin sawtimber ( $\geq 9"$  DBH) to 60 BA where possible. If the initial stand is 70 BA or less, without adequate regeneration, seed cut to 40 BA. Leave a seed source if necessary (opening larger than 1 tree length). Remove all conifers within the meadows along the southern and northwestern edges (sites 364 & 371). Where the non-saw component (5" – 8.9" DBH) dominates the stand leave the healthiest, most vigorous trees to a variable density spacing of 14 – 18 feet.

### **Unit 24 LTM Individual Tree Selection**

In the areas of immature sawtimber, thin from below to 60 BA, leaving the best quality and most vigorous trees. The dominant and codominant trees in these areas are the preferred leave trees if they are of good quality. In areas of overmature trees with adequate regeneration present (at least 600 seedlings/saplings per acre and between 5 and 6 feet tall), remove the overmature, but leave 2 reserve trees per acre where an adequately stocked understory, of any size, exists. In areas where overmature trees dominate the area without adequate regeneration seed cut to 40 BA. The northern portion of site 82 should be thinned to 70 BA. That retention needs to be left in clumps or groups of 70 BA. Where the non-saw component (5" – 8.9" DBH) dominates the stand leave the healthiest, most vigorous trees to a variable density spacing of 14 – 18 feet.

### **Unit 26 LTM Group Shelterwood**

A group shelterwood contains overstory removal, seed cut to 40 BA, and commercial thin to 60 BA. Do not remove overstory unless there is at least 600 seedlings/saplings per acre between 5 and 6 feet tall. If there is not adequate regeneration, thin sawtimber ( $\geq 9"$  DBH) to 60 BA where possible. If the initial stand is 70 BA or less, without adequate regeneration, seed cut to 40 BA. Leave a seed source if

necessary (opening larger than 1 tree length). Remove all conifers (pine encroachment removal) within the meadows along the southern and northwestern edges (sites 364 & 371). Where the non-saw component (5" – 8.9" DBH) dominates the stand leave the healthiest, most vigorous trees to a variable density spacing of 14 – 18 feet. Remove all conifers (pine encroachment removal) in the meadow along the northern edge (site 260).

### **Unit 27 LTM Group Shelterwood**

Sites 43, 45, and 46: group shelterwood contains overstory removal, seed cut to 40 BA, and commercial thin to 60 BA. Do not remove overstory unless there is at least 600 seedlings/saplings per acre between 5 and 6 feet tall. If there is not adequate regeneration, thin sawtimber ( $\geq 9$ " DBH) to 60 BA where possible. If the initial stand is 70 BA or less, without adequate regeneration, seed cut to 40 BA. Where the non-saw component (5" – 8.9" DBH) dominates the stand leave the healthiest, most vigorous trees to a variable density spacing of 14 – 18 feet. Leave a seed source if necessary (opening larger than 1 tree length).

Site 56: contains areas of non-saw timber (5" – 8.9" DBH) and seedlings/saplings (<5" DBH). In areas dominated by non-saw timber, leave the healthiest, most vigorous trees to a variable spacing of 14 – 18 feet. In areas dominated by seedlings/saplings, do not mark any leave trees.

### **Unit 28 LTM Group Shelterwood**

Sites 54, 55, and 63: group shelterwood contains overstory removal, seed cut to 40 BA, and commercial thin to 60 BA. Do not remove overstory unless there is at least 600 seedlings/saplings per acre between 5 and 6 feet tall. Where the non-saw component (5" – 8.9" DBH) dominates the stand leave the healthiest, most vigorous trees to a variable density spacing of 14 – 18 feet. The west side of site 55 has more large, mature trees with little regeneration. The north, east, and south areas of site 55 contain a mix of immature sawtimber, non-saw and seedlings/saplings. In areas dominated by sawtimber, commercial thin to a 60 BA. If insufficient sawtimber exists, non-saw trees may be added to meet the spacing requirement. In areas mostly dominated by non-saw timber (5" – 8.9" DBH), leave the healthiest, most vigorous trees to a variable spacing of 14 – 18 feet. The north half of site 63 is immature sawtimber; commercial thin to a 60 BA and supplement with larger non-saw to meet spacing requirements when necessary. The southern half of site 63 is mature sawtimber. Remove all sawtimber ( $\geq 9$ " DBH) if there is at least 600 seedlings/saplings per acre between 5 and 6 feet tall. Throughout, if there is not adequate regeneration, thin sawtimber ( $\geq 9$ " DBH) to 60 BA where possible. If the initial stand is 70 BA or less, without adequate regeneration, seed cut to 40 BA. Leave a seed source if necessary (opening larger than 1 tree length).

Site 61: Remove all conifers (pine encroachment removal) within the meadow.

### **Unit 30 LTM Overstory Removal**

Site 57: overstory removal. Remove all sawtimber ( $\geq 9$ " DBH) if there is at least 600 seedlings/saplings per acre between 5 and 6 feet tall. If there is not adequate regeneration, thin

sawtimber ( $\geq 9''$  DBH) to 60 BA where possible. If the initial stand is 70 BA or less, without adequate regeneration, seed cut to 40 BA. Leave a seed source if necessary (opening larger than 1 tree length). Where non-saw timber ( $5'' - 8.9''$  DBH) dominates the stand, leave the healthiest, most vigorous trees to a variable spacing of 14 – 18 feet.

Site 56: contains areas of non-saw timber ( $5'' - 8.9''$  DBH) and seedlings/saplings ( $<5''$  DBH). In areas dominated by non-saw timber, leave the healthiest, most vigorous trees to a variable spacing of 14 – 18 feet. In areas dominated by seedlings/saplings, do not mark any leave trees.

### **Unit 31 LTM Commercial Thin**

Site 281: Some sawtimber and yellow barks mixed within the non-saw component ( $5'' - 8.9''$  DBH). Leave the healthiest, most vigorous trees to a variable spacing of 14 – 18 feet. If a sawtimber tree ( $\geq 9''$  DBH), within the non-saw component, is the healthiest, most vigorous tree AND fits the spacing, that tree may be kept in lieu of a less desirable non-saw size tree. Where sawtimber size trees dominant the stand thin to 60 BA. Leave a seed source if necessary (opening larger than 1 tree length).

Site 284 and 285: There is a mix of sawtimber and non-saw timber throughout. Where non-saw timber ( $5'' - 8.9''$  DBH) dominates the stand leave, the healthiest, most vigorous trees to a variable spacing of 14 – 18 feet. If a sawtimber tree ( $\geq 9''$  DBH), within the non-saw component, is the healthiest, most vigorous tree AND fits the spacing, that tree may be kept in lieu of a less desirable non-saw size tree. Where sawtimber size trees dominant the stand thin to 60 BA. Remove all conifers (pine encroachment removal) within the meadows along the southern and northwestern edges (sites 283 & 385).

### **Unit 32 LTM Group Shelterwood**

A group shelterwood contains a mix of overstory removal, seed cut to 40 BA, and commercial thin to 60 BA. Do not remove overstory unless there is at least 600 seedlings/saplings per acre between 5 and 6 feet tall. Where the non-saw component ( $5'' - 8.9''$  DBH) dominates the stand leave the healthiest, most vigorous trees to a variable density spacing of 14 – 18 feet. Leave a seed source if necessary (opening larger than 1 tree length). The unit contains a lot of overstory removal but has commercial thin along the slope bottoms. Where sawtimber is dominant, commercial thin to a 60 BA, supplementing with the healthiest, best form non-saw trees ( $5'' - 8.9''$  DBH) when necessary.

### **Unit 33 LTM Group Shelterwood**

Site 58: group shelterwood but is dominated mostly by immature sawtimber and non-saw timber. Where sawtimber is dominant, commercial thin to a 60 BA, supplementing with the healthiest, best form non-saw trees ( $5'' - 8.9''$  DBH) when necessary. Where the non-saw component dominates the stand leave the healthiest, most vigorous trees to a variable density spacing of 14 – 18 feet. In areas dominated by seedlings/saplings, do not mark any leave trees.

Site 55: group shelterwood. The west side of the stand contains mostly immature sawtimber and non-saw timber. Where sawtimber is dominant, commercial thin to a 60 BA, supplementing with the healthiest, best form non-saw trees ( $5'' - 8.9''$  DBH) when necessary. Where the non-saw component

dominates the stand leave the healthiest, most vigorous trees to a variable density spacing of 14 – 18 feet. The east side of the stand is mostly non-saw and seedlings/saplings. In areas dominated by non-saw timber, leave the healthiest, most vigorous trees to a variable spacing of 14 – 18 feet. In areas dominated by seedlings/saplings, do not mark any leave trees.

Sites 56 and 60: Remove all conifers (pine encroachment removal) within the meadows.

### **Unit 34 LTM Group Shelterwood**

Site 47: group shelterwood contains overstory removal, seed cut to 40 BA, and commercial thin to 60 BA. Do not remove overstory unless there is at least 600 seedlings/saplings per acre between 5 and 6 feet tall. If there is not adequate regeneration, thin sawtimber ( $\geq 9$ " DBH) to 60 BA where possible. If the initial stand is 70 BA or less, without adequate regeneration, seed cut to 40 BA. Where the non-saw component (5" – 8.9" DBH) dominates the stand leave the healthiest, most vigorous trees to a variable density spacing of 14 – 18 feet. Leave a seed source if necessary (opening larger than 1 tree length).

Site 66: Remove all conifers (pine encroachment removal) within the meadow.

### **Unit 35 LTM Individual Tree Selection**

This unit is mostly individual tree selection. There are natural groupings or clumps of sawtimber. Retain a 60-70 BA while maintaining natural clumps of 2 – 4 trees. Avoid marking individual trees within a clump which are 0 – 4 feet apart at root crown; mark all trees within a clump to keep or mark no trees within clumps. If there is not adequate regeneration, thin sawtimber ( $\geq 9$ " DBH) to 60 BA where possible. If the initial stand is 70 BA or less, without adequate regeneration, seed cut to 40 BA. Where the non-saw component (5" – 8.9" DBH) dominates the stand leave the healthiest, most vigorous trees to a variable density spacing of 14 – 18 feet. Leave a seed source if necessary (opening larger than 1 tree length).

Sites 5 and 83: Remove all conifers (pine encroachment removal) within the meadows.

### **Unit 36 LTM Group Shelterwood**

Site 12: group shelterwood contains overstory removal, seed cut to 40 BA, and commercial thin to 60 BA. Do not remove overstory unless there is at least 600 seedlings/saplings per acre between 5 and 6 feet tall. If there is not adequate regeneration, thin sawtimber ( $\geq 9$ " DBH) to 60 BA where possible. If the initial stand is 70 BA or less, without adequate regeneration, seed cut to 40 BA. Where the non-saw component (5" – 8.9" DBH) dominates the stand leave the healthiest, most vigorous trees to a variable density spacing of 14 – 18 feet. Leave a seed source if necessary (opening larger than 1 tree length).

Site 10: Remove all conifers (pine encroachment removal) within the meadow.

### **Unit 37 LTM Group Shelterwood**

A group shelterwood contains overstory removal, seed cut to 40 BA, and commercial thin to 70 BA. Maintain 70 BA wherever possible. Do not remove overstory unless there is at least 600

seedlings/saplings per acre between 5 and 6 feet tall. If there is not adequate regeneration, thin sawtimber ( $\geq 9$ " DBH) to 70 BA where possible. If the initial stand is 70 BA or less, without adequate regeneration, seed cut to 40 BA. Leave a seed source if necessary (opening larger than 1 tree length). Where the non-saw component (5" – 8.9" DBH) dominates the stand leave the healthiest, most vigorous trees to a variable density spacing of 14 – 18 feet.

#### **Unit 40 LTM Group Shelterwood**

A group shelterwood contains overstory removal, seed cut to 40 BA, and commercial thin to 60 BA. Do not remove overstory unless there is at least 600 seedlings/saplings per acre between 5 and 6 feet tall. If there is not adequate regeneration, thin sawtimber ( $\geq 9$ " DBH) to 60 BA where possible. If the initial stand is 70 BA or less, without adequate regeneration, seed cut to 40 BA. Where the non-saw component (5" – 8.9" DBH) dominates the stand leave the healthiest, most vigorous trees to a variable density spacing of 14 – 18 feet. Leave a seed source if necessary (opening larger than 1 tree length).

## **5.2 TECHNICAL SPECIFICATIONS.**

**5.2.1 TREE SELECTION** - The Contractor shall select acceptable leave or cut trees that meet prescribed management objectives such as: residual basal area per acre stocking, spacing of residual trees, adequately stocked sub-merchantable understory, seed trees, sanitation, meadow restoration, aspen/hardwood enhancement, group selection, fuels reduction, fuel breaks, insect control or other leave/cut tree requirements specified Section 5.1 "Tree Marking".

Only pine and spruce meeting the merchantability standards specified in Section 5.1 "Tree Marking" for this purchase order should be considered when a residual basal area per acre stocking requirement is prescribed.

**5.2.2 ACCEPTABLE LEAVE TREES** - Trees that are selected to be left to meet the stocking level or other prescribed requirements specified in Section 5.1 "Tree Marking" shall be acceptable leave trees. The Contractor shall first select the most desirable leave trees according to the prescription identified in Section 5.1 "Tree Marking" and defined in paragraphs # 1, below, unless otherwise specified. In areas where there are not enough trees with the most desirable characteristics available to meet the specified stocking level or other prescribed requirements, the Contractor shall select less desirable leave trees as defined in paragraph # 2 below.

**1. MOST DESIRABLE LEAVE TREES** - Trees that possess the following "good phenotypic" characteristics shall be the first choice for acceptable leave trees.

- a. Dominant & Codominant Trees exhibiting good quality indicated by a straight bole, full symmetrical crowns, small branch size, horizontal branching, good vigor, and good growth rate.
- b. Healthy Foliage - Foliage shall be dense, dark green in color, and with a full crown covering one-third or more of the tree.
- c. Straight Bole - The bole or stem of the trees shall be relatively straight.
- d. Prolific Cone Producers - Trees producing seed, as evidenced by the presence of many cones on the tree and/or shed at their base.
- e. Insects and Disease - Trees will be free from insect infestations and disease.

**2. LESS DESIRABLE LEAVE TREES** - When the prescribed stocking level of acceptable leave trees cannot be achieved with trees that possess the most desirable characteristics, the Contractor shall select trees with less desirable characteristics in the priority listed below.

- a. Physical Damage - Trees with physical damage from fire, animals or weather on less than one-half of the circumference and/or less than three feet of the length of the bole.
- b. Forked Trees - Trees with forks occurring above 34 feet off the ground.

**5.2.3 OTHER LEAVE TREES** - Other leave trees are those trees which shall be left for other than timber management purposes as specified in Section 5.1 “Tree Marking”.

**1. INOPERABLE AREAS** – In some units, most prevalent on the Hell Canyon Ranger District, there may be numerous scattered rock outcrops existing within the boundaries of timber sale cutting units. Such areas are difficult to exclude from the units due to an inordinate amount of time and effort required to designate No Treatment Area boundaries in these units. The result would be extremely fragmented and difficult to interpret unit boundaries. In such areas, no trees will be designated for cutting. Therefore, in an LTM unit, the contractor will be required to mark all trees in these areas. In a CTM situation, the contractor will not mark any trees in these areas. It is extremely important that the Contractor and COR agree as to what constitutes an inoperable area prior to the beginning of marking activities. This will require an on-ground visit prior to marking activities. The onsite definition may vary from contract to contract depending upon utilization and logging equipment requirements planned for the timber sale. When such cases exist, they will be specifically identified by unit, according to the percent of the unit acreage that the Forest service estimates is present in the unit. It is a rough estimate only and is in no way to be considered a substitute for the contractor making this determination on his own. The requirement for the contractor to mark inoperable areas will be identified in Section 5.1 “Tree Marking” for this purchase order and that section provides a written definition of what constitutes an inoperable area for this purchase order.

**2. BASAL AREA REQUIREMENT TREES** – trees that do not meet “most or less desirable leave tree” criteria can be included in the stocking level only if needed to meet the basal area per acre specified for a site, unless otherwise specified in the Section 5.1 “Tree Marking”. In addition, wildlife trees will be included in determining residual BA, only if specified in the Section 5.1 “Tree Marking”.

**3. WILDLIFE TREES** – Only trees meeting criteria “a” described below shall unconditionally be designated as a leave tree. Any tree or group of trees meeting criteria b - e described below shall be kept as a leave tree only if needed to meet the requirements specified in the Section 5.1 “Tree Marking” for an individual site/inclusion provided with this purchase order. Wildlife trees will be counted for meeting BA requirements only if so stated in the “General Marking Guides” section of this purchase order.

**a. Active Raptor Nests** – Trees with evidence of active raptor nests shall be mapped and reported to the COR. All marking in that unit should temporarily cease, pending decision by the COR to continue or modify operations. Definitions and descriptions of such sites and species and reporting requirements will be discussed at the pre-work meeting.

**b.** Live trees with evidence of wildlife nesting, caching or cavity creating activities, or with dead spike tops will be left, and considered part of the residual basal area.

**c.** Retain all trees within a 10 foot radius of squirrel caches.

**4. BEARING & WITNESS TREES** - Trees that can be identified as bearing or witness trees shall be marked by painting a band (paint color is identified in the Section 5.1 “Tree Marking”, 3 inches in width, around the entire tree at or above eye level. The letters "BT" shall be painted, at DBH, on the side opposite the one presenting the bearing tree sign. No paint shall be allowed on the bearing tree sign. Stump marks will also be placed on bearing and witness trees. Bearing & witness trees shall be marked regardless of unit being designated LTM or CTM, mapped by the contractor, and the map provided to the COR.

**5.2.4 TREES NOT TO BE LEFT** - Trees that are insect or disease damaged, broken topped, trees with bad sweep or crook, trees forked below 34 feet, or whips shall be designated to be cut unless otherwise specified. Also, basal area requirement trees adjacent to openings.

**5.2.5 TREES TO BE CUT** – The above criteria found in 5.2.1 - 5.2.3 identify trees to be left on a given site. Trees to be cut are those that are not to be left. Units carrying a cut tree (CTM) requirement still require the contractor to consider which trees to mark from the standpoint of which trees are to be left yet may focus the contractor’s tree selections more efficiently upon which trees are to be cut. E.g., when marking cut trees with the objective of removing wind-damaged trees from a site, only those damaged will be marked, and all others will be left.

Because there are far fewer cut trees and the rest qualify as leave trees, it is more efficient to search for the damaged trees.

**5.2.6 TREE, BOUNDARY TREE AND CRUISE TREE MARKING** - Paint will be used for the majority of all marking. Units are identified for either CTM or LTM in the Section 5.1 “Tree Marking”, provided with this purchase order. Cut Tree Mark (CTM) or Leave Tree Mark (LTM) trees shall be selected for marking in each unit in accordance with Technical Specifications 5.2.1 – 5.2.5 and information provided in the Section 5.1 “Tree Marking”. The paint marks shall be placed on trees requiring marking as follows and in sections 5.2.7 – 5.2.13. Paint color schemes are identified in the Section 5.1 “Tree Marking”, provided with this purchase order.

**5.2.7 STUMP MARK** - A horizontal band of paint at least two inches wide and one-third the circumference of the tree shall be placed on the stump, of both cut (CTM) and leave trees (LTM), at ground level, on the low side of the stump. In flat terrain, stump marks shall be consistently placed on the same side of each tree.

**5.2.8 BOLE MARKS** - Two marks shall be painted on opposite faces of each tree, at or above eye level, for trees requiring either CTM or LTM. One mark will face upslope and the other mark shall face down slope. Each mark shall consist of a horizontal band of paint at least two inches wide and shall be visible from all sides of the tree.

**5.2.9 BOUNDARY TREE MARK/REMARK**

Timber sale unit boundaries will be identified on maps, provided with the resultant contract, and will generally be marked in the field with blue flagging and orange paint. Tree marking paint color schemes may vary and are identified in Section 5.1 “Tree Marking”. Site boundaries and occasional “no treatment area” boundaries within individual units may not be marked in the field but will be designated on maps. Minor inclusions and inoperable areas may be referenced in the *Marking Guidelines* for individual units within Section 5.1 “Tree Marking”, but their boundaries will not be identified on either the ground or maps.

**5.2.10 WILDLIFE TREES** - Wildlife trees need only be marked if the Section 5.1 “Tree Marking” indicates that a particular unit is to be LTM. Wildlife trees requiring marking shall be marked with a bole and stump mark as a normal leave tree. A “W” shall be painted on one side of each wildlife tree.

**5.2.11 MARKING OUT** - In the event that inappropriate trees are marked, the contractor must obliterate the paint marks with ***black paint*** supplied by the government. Contractor will be charged for the excessive use of marking paint to obliterate inappropriate marked trees. Excessive use of marking paint will be considered more than three cases of quart black paint or five cases of aerosol black paint.

**5.2.12 SECURITY** - the contractor will sign out all tree marking paint and all cans shall be returned to the Government at intervals agreed to at the pre-work meeting. The contractor will provide locked storage for all paint at all times.

**5.2.13 POTENTIAL NO TREATMENT AREAS** – If contractor becomes aware of special areas that the Forest Service has not identified such as snail colonies, sensitive plants, archaeological or historical sites, caves or mine shafts in the sale area or individual units, Forest Service requests that the COR be notified so that proper preservation or safety measures can be taken.

**5.2.14 MARKING GUIDELINES** - Marking guidelines for each unit, site, and/or inclusion will be accompanied by one or more prescribed treatments found in the Section 5.1 “Tree Marking”. Individual unit maps depicting estimated site boundaries and numbers will correspond with an enclosed site map. Only exterior unit and No Treatment Area boundaries will be marked on the ground. It is the contractor’s responsibility to be able to recognize where site/inclusion boundaries occur and switch marking prescriptions as required. Contractor and COR will discuss and agree upon what conditions constitute an inclusion at the pre-work meeting.

Forest Structure Description	Marking Prescription
single-storied site, little or no regeneration, overstory trees 9-13” DBH, overstory trees 80+ BA	Commercial Thin
single-storied site, little or no regeneration, overstory trees 14-20” DBH, overstory trees 80+ BA	Shelterwood Seed Cut
two-storied site, overstory trees 14-20” + DBH overstory trees 20+ BA regeneration trees 5 – 6 ft tall regeneration trees 600+ per acre	Overstory Removal
multi-storied site, 3 layers or more overstory trees range 9-20”+ dbh overstory 200+ trees per acre intermediate layer, trees range 5-9” dbh intermediate layer, 100+ trees per acre understory layer, trees 1-15 ft. in height understory layer, 100+ trees per acre	Single Tree Selection Shelterwood Prep Cut
single-storied stand little or no regeneration, trees $\geq 5$ ” DBH, trees 300+ per acre	Commercial Thin/POL thinning

<b>Forest Structure Description</b>	<b>Marking Prescription</b>
meadow encroachment overstory ponderosa pine $\geq 5$ " DBH overstory ponderosa pine 1-5 trees per acre overstory/seedlings encroaching onto grass type soils removal of overstory pine changes cover type to meadow	Pine Encroachment Removal/ Meadow Release
aspen/birch/oak understory hardwoods $\geq 2$ " DBH, $\geq 8$ ' tall area with hardwoods $\geq \frac{1}{4}$ acre in size spacing of hardwoods $\leq 20$ ' apart overstory ponderosa pine $\geq 5$ " DBH overstory ponderosa pine 1-5 trees per acre removal of overstory pine changes cover type to hardwoods	Pine Encroachment removal/ Hardwood Release

### **5.2.15 SUSTAINABLE ACQUISITIONS**

The Contractor shall comply with the Agricultural Act of 2014; the Food, Conservation and Energy Act of 2008 (FCEA), 7 U.S.C. 8102; the Farm Security and Rural Investment Act of 2002 (FSRIA), 7 U.S.C. 8102; the Federal Acquisition Regulation; Executive Order (EO) 13514, "Federal Leadership in Environmental, Energy and Economic Performance," dated October 5, 2009; EO 13423, "Strengthening Federal Environmental, Energy, and Transportation Management," dated January 24, 2007; and Presidential Memorandum, "Driving Innovation and Creating Jobs in Rural America through Biobased and Sustainable Product Procurement," dated February, 2012 to provide biobased products.

In the compliance with FAR Part 23.4 through performance of this contract, the Contractor shall make maximum use of EPA designated and USDA designated biobased products in accordance with FAR clause 52.223-2 Affirmative Procurement of Biobased Products under Service and Construction Contracts.

The Contractor shall utilize products and material made from biobased materials (e.g. biobased greases, biobased hydraulic fluids, biobased absorbents) to the maximum extent possible in the performance of this contract without jeopardizing the intended end use or detracting from the overall quality delivered to the end user. All supplies and materials shall be of a type and quality that conform to applicable Federal specifications and standards. Information about this requirement and a catalog of products are available at the Bio Preferred Web Site.

The Contractor shall utilize products and material to the maximum extent possible in the performance of this contract from EPA's list of designated products and the accompanying

recommendations for post-consumer content and recovered materials content in the following eight categories: Construction products, Landscaping products, Non-paper Office Products, Paper and Paper Products, Park and Recreation products, Transportation Products, Vehicular Products, and Miscellaneous Products.

Compliance with the USDA Biobased requirements requires Contractors to report the purchase of biobased products under service and construction contracts through the System for Award Management (<https://SAM.gov>) and provide a copy of the report to the Contracting Officer.

### **1 Sustainable products identified for this solicitation:**

The following is a list of categories for bio preferred products and EPA products that that may be used in the performance of this contract. The list is not all inclusive; the Contractor shall research for available products.

#### **1a Bio Preferred Products:**

##### **a. Diesel Fuel Additives**

- (1) Any substance, other than one composed solely of carbon and/or hydrogen that is intentionally added to diesel fuel (including any added to a motor vehicle's fuel system) and that is not intentionally removed prior to sale or use.
- (2) Neat biodiesel, also referred to as B100, when used as an additive. Diesel fuel additive does not mean neat biodiesel when used as a fuel or blended biodiesel fuel (e.g., B20). 90% - Minimum Biobased Content.

##### **b. Greases - Truck**

Lubricants composed of oils thickened to a semisolid or solid consistency using soaps, polymers or other solids, or other thickeners. Lubricants that are designed for use on the fifth wheel of tractor trailer trucks onto which the semi-trailer rests and pivots. 71% - Minimum Biobased Content.

##### **c. Gear Lubricants**

Products, such as greases or oils, that are designed to reduce friction when applied to a toothed machine part (such as a wheel or cylinder) that meshes with another toothed part to transmit motion or to change speed or direction. 58% - Minimum Biobased Content.

##### **d. Fuel Conditioners**

Products formulated to improve the performance and efficiency of engines by providing benefits such as removing accumulated deposits, increasing lubricity, within the fuel system. 64% - Minimum Biobased Content.

##### **e. Detergents** Products such as cleansers that can be utilized to flush tanks and clean hoses to remove any buildup of sludge

#### **1b EPA Designated Products:**

Plastic trash bags, printer ribbons, toner cartridges, print & writing papers, Engine Coolants, Rebuilt Vehicular Parts, retread tires, sorbents.

## 5.2.20 SUMMARY OF SUBMITTALS

Submittal	Number of Copies	When Due
Quality Control Plan	1	With Proposal, updates at prework - Section E.1
Contractor self-Inspection Forms (s)	1	When Requesting Inspections – Section E.1.2
Work Plan/Schedules	2	At Prework Meeting Section C 1.4.2
Tracer Paint Accountability	1	Final invoice for the contract Section III
Sustainable Acquisition Report	1	10/31 current year – Electronic SAM.gov and Copy to CO Section 5.2.19

## SECTION VII – PERFORMANCE REQUIREMENTS SUMMARY

Task Requirement	Specification Reference	Acceptable Quality Level (AQL)	Government Method of Assessment
5.1 TASK -TREE MARKING	Refer to Section 5 for tree selection and marking specifications	<p><u>FOR AREAS WITH BA REQUIREMENTS:</u> 90% of all plots taken on a cutting unit, must be within <math>\pm 10</math> square feet of a required residual BA stocking level. <math>\pm 5</math> square feet of the required residual BA stocking level if shelterwood seed cut or treatment requiring 50 BA or less is prescribed. Even though <math>\pm 5</math> or 10 BA variations are allowed, they must complement each other to the degree that the over or under stocking averages the prescribed BA. This means that if the marking guides target a residual basal area of 60 BA, consistently low or high results causing the average to be either 50 BA or 70 BA is not acceptable.</p> <p>90% of all plots taken on a cutting unit, must have no more than one tree/plot not meeting the requirements for an acceptable leave tree, unless needed to meet the minimum BA stocking level prescribed.</p> <p>95% of all paint marks, evaluated on each plot but tallied on a per unit basis, must meet proper marking requirements.</p> <p><u>FOR AREAS WITH SPACING REQUIREMENTS:</u> 90% of all plots taken,</p>	Review contractor's work and perform planned sampling variable plot/fixed plot/visual inspections upon notification by contractor that work is ready for evaluation.

		<p>within a cutting unit, must be within <math>\pm 30\%</math> of the prescribed number of residual trees per acre stocking level to allow for selection of the most desirable leave tree. e.g., if the prescribed spacing requires 40 trees/acre to be left, any number between 7 and 13 trees per quarter acre plot would be an acceptable plot (<math>\pm 30\%</math>). All trees must be within <math>\pm 50\%</math> of the prescribed spacing to allow for selection of the most desirable leave trees. However, when results for all plot data are combined and expanded to a per acre basis, for the unit as a whole, there must be between 36 and 44 trees per acre (<math>\pm 10\%</math>).</p> <p>90% of all plots taken on a cutting unit, must have no more than one tree/plot not meeting the requirements for an acceptable leave tree, unless needed to meet the minimum tree per acre stocking level prescribed.</p> <p>95% of all paint marks (evaluated on each plot but tallied on a per unit basis) must meet proper marking requirements.</p> <p><u>FOR AREAS WITH OTHER REQUIREMENTS IN WHICH OCCURRENCE OF MARKED TREES ARE TOO ERRATIC OR SPACING IS TOO FAR APART TO UTILIZE A PLOT INSPECTION SYSTEM:</u> Visual inspections will be utilized to ensure that tree selections and marking have been done correctly, no areas have been missed, and that no other problems exist that weren't identified on plots.</p> <p><u>FOR WILDLIFE AND OTHER LEAVE TREES:</u> Only 1 missed tree per ten acres is acceptable.</p>	
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## **SECTION IX Inspection and Acceptance**

### **9.1 Contractor Quality Control**

The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Services include field work that comprises of tree marking and remarking, boundary marking and remarking and tree talling/cruise tree marking in the performance of services. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance.

### **9.1.1 Quality Control Plan (QCP)**

The Contractor shall provide a general Quality Control Plan (QCP) with the technical proposal. The Schedule will become a part of the awarded Purchase Order. Any changes to the submitted QCP and Schedule will be agreed to in advance by both the Government and the Contractor.

**The Contractor shall provide any updates at the prework meeting based on the items awarded in Purchase Order.** The QCP that shall include:

- 1) what methods will be utilized to accomplish and perform the tasks for the selection and marking of the most desirable leave trees, when achieving the desired basal area, when selecting and marking the most desired boundary trees and with complying with the task of tree tallying and cruise tree marking;
- 2) demonstrate how the Contractor will meet the requirements and specifications of the contract, and that work is progressing in compliance with specifications quality (for example, demonstrating survey intensity the proposed documented inspection method to verify that tree marking is meeting marking guidelines;
- 3) methodology of inspections including written documentation that and may include monument plots that are done with a series of variable plots, fixed plots or via a visual “walk through” inspections to evaluate tree selection, residual stocking levels, and paint marks, for units carrying a prescribed residual basal area or spacing per acre;
- 4) Specify how crews will be inspected for all bid items, how tracer paint accountability shall be performed and how paint use shall be minimized;
- 5) Provide a copy of the inspection form/record you plan on using. Inspection records shall be provided to the Government at the time a block of data is submitted for acceptance. All records shall be signed and dated by the person who conducted the inspection.

The Contractor’s quality control inspection system shall be used in the administration of the requirements for all service work.

### **9.1.2 CONTRACTOR SELF-INSPECTIONS**

The Contractor shall conduct self-inspections in accordance with their QCP on all aspects of work and data/record submittal. Contractor inspection records shall be provided to the Government upon submission of completed work for inspection prior to acceptance of work to be eligible for invoicing.

## **9.2 Government Quality Assurance Surveillance Plan (QASP)**

The purpose of this plan is to provide a Quality Assurance Surveillance Plan (QASP) for monitoring contractor performed tasks on the Black Hills National Forest. This plan provides continuity and a basis for the Contracting Officer’s Representative(s) (COR) to evaluate the quality of the Contractor’s performance. The QASP will help to ensure that quality levels of Contractor’s service(s) reach the required levels of performance.

By monitoring the Contractor's service work, the COR will determine whether the performance levels set forth in the contract have been attained. Quality standards for all tasks are specified in the Performance Work Statement in Section VII and individual tasks have been identified in Section 5.1 "Tree Marking".

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

If any of the services do not conform to 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 reworking, the Government may:

- a. Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
- b. Reduce the contract price to reflect the reduced value of the services performed (see Section G.3).

### **9.2.1 Government Inspection of Services**

The Government will inspect service tasks completed by the Contractor (or Subcontractor) as a basis for acceptance and payments, and to provide recommendations to improve work quality while work is in progress. The Contractor is responsible for providing quality control to assure that work complies with requirements of contract specifications.

All work included in the contract specifications is subject to inspections by the Government at periodic intervals throughout the performance of this contract. Treatment inspections are for the sole benefit of the Government and shall not release the Contractor of the responsibility of providing quality control measures to assure that the work strictly complies with the contract requirements.

### **9.2.2 Work Quality Percentage**

Work quality percentages are derived from government inspections done after the contractor has submitted self-inspection documentation. Government will review contractor's work, and perform planned sampling variable plot/fixed plot/visual inspections upon notification by contractor that work is ready for evaluation. Payments are based on the following defined AQL standards (As Identified in Section VII). Refer to Section 3.2.1 for Payments for tasks based on AQL and Section 3.3 Damages.

### **9.2.3 Acceptable Quality Level (AQL)**

Acceptance of work will be based on compliance with all Specifications corresponding to the appropriate task(s) in Section 5.1; refer to the Performance Requirements Summary in Section VII. Work meeting the AQL described in the Requirements Summary Table will receive a satisfactory performance rating.

#### **9.2.4 Unsatisfactory Work**

If work quality falls below the AQL described in the Requirements Summary Table, the COR will issue a work order or notice of noncompliance to the Contractor in writing. Unsatisfactory deliverables shall be reworked to obtain satisfactory work quality.

In the event that inappropriate trees are marked, the contractor must obliterate the paint marks with ***black paint*** supplied by the government. Contractor will be charged for the excessive use of marking paint to obliterate inappropriate marked trees. Excessive use of marking paint will be considered more than three cases of quart black paint or 5 cases of aerosol black paint.

In the event that work is performed that is contrary to the requirements in the Purchase Order, the Government is not liable for costs incurred by the Contractor during negligent performance that is without the fault or negligence of the Government.

#### **9.2.5 Re-inspection**

If the AQL is not being met, and a need for re-inspection of the Contractor's services arises, the following procedures will be implemented:

- a. If the Contractor has not met the AQL described in the Performance Requirements Summary, Section VII of this contract, the Contractor will be required to go back and complete missed or unsatisfactory areas.
- b. The Contractor will be charged for any costs of inspection if services, for which the Contractor is requesting inspection, are not ready at the time specified by the Contractor.

The Contractor will be charged for re-inspection of work that fails the first inspection. These charges will include vehicle mileage, COR's time, and inspector's time as identified in Section G.3.3 Damages. Time expended by the Forest Service identified as the "start up, learning curve" period is not considered here. The Government will inspect service tasks completed by the Contractor (or Subcontractor) as a basis for acceptance and payments, and to provide recommendations to improve work quality while work is in progress. The Contractor is responsible for providing quality control to assure that work complies with requirements of contract specifications.

All work included in the contract specifications is subject to inspections by the Government at periodic intervals throughout the performance of this contract. Treatment inspections are for the sole benefit of the Government and shall not release the Contractor of the responsibility of providing quality control measures to assure that the work strictly complies with the contract requirements.

## **SECTION X DELIVERIES OR PERFORMANCE**

### **10.1.1 Environmental**

The Contracting Officer, by issuance of a Suspend Work Order, may direct the Contractor to shut down any work that may cause environmental damage due to weather conditions or fire danger. The Contractor will be given a Resume Work Order, which will document the date the work suspension ends. An allowance has been included in the contract time for short term environmental delays up to one day at a time. The count of contract time will therefore continue during work interruptions of one day or less, but the count of contract time will stop during work interruptions in excess of one day at a time. All periods of interruptions directed by the Government will be documented. The Contractor will not be entitled to additional monetary compensation for such suspensions regardless of duration.

### **10.1.2 Preservation Of Historical And Archeological Resources**

If, in connection with operations under this contract, the Government, the Contractor, Subcontractor(s), or the employees of any of them, discovers, encounters or becomes aware of any objects or sites of cultural value on the project area, such as historical or pre-historical ruins, graves or grave markers, fossils, or artifacts, the Contractor shall immediately suspend all operations in the vicinity of the cultural value and shall notify the COR in writing of the findings. No objects of cultural resource value may be removed. Operations may resume at the discovery site upon receipt of written instructions. Actions taken under this paragraph shall be subject to the Suspension of Work clause.

## **10.4 SCHEDULES FOR SERVICE CONTRACTS**

If Contractor's progress falls behind progress work schedule, the Contractor shall take such action as necessary to improve his progress; in addition, the Contracting Officer may require Contractor to submit a revised schedule and proposed work plan to ensure completion of the work within the time(s) set forth in the contract.

Contractor shall schedule work to allow enough time for final inspections and any possible reworks to be completed by the contract end date.

## **10.5 CONTRACT PERFORMANCE TIME AND REQUIRED RATE OF PROGRESS.**

The Contractor shall start work promptly after receipt of Notice to Proceed (NTP). Contract time will start on the date specified on the NTP. Whenever it is determined that environmental conditions become unsuitable for continued service work, the Contractor will move to another area determined by the Contracting Officer. When no other area is available, service work will cease. It is the responsibility of the Contractor to determine when conditions again permit service tasks to be completed.

The Contractor shall not begin work on the Purchase Order until the effective date of the NTP, and shall continue performance of the work under the contract without delay or interruption except for causes beyond his control as defined in the contract, or by the receipt of a "Suspend Work Order" issued by the Government.

## **SECTION XI CONTRACT ADMINISTRATION DATA**

### **11.1 MEASUREMENT**

The quantity of measure is acres or linear foot; the Contractor will be paid based on the number of acres as identified for treatment in Section 5.1 "Tree Marking".

Measurement for payment will be made as follows:

1. Gross unit acreages are measured with a global positioning system (GPS). All area measurements are measured on a horizontal plane.
2. Units of measure have been determined using GPS, therefore no unit re-measurements will be conducted unless reasonable doubt exists that the wrong project site was traversed.

#### **11.2.1 Re-measurement**

The Contractor shall offset any discrepancies in their pricing. For example, if the Contractor feels the acreage is more than is indicated, the offer should be higher.

### **11.3 METHOD OF PAYMENT**

Payment will be made for completed task(s) meeting or exceeding the AQL. Upon acceptance, payment will be determined on the service less any deductions for any nonconforming or unacceptable performance as noted below. Payments will be made amounting to:

Minimum payment will be for 200 acres of completed units, unless a shutdown is imminent for more than 15 days. In case of shutdown, minimum payment will be considered for not less than 200 acres, but the need to have an entire unit completed will be waived as long as the work was inspected and meets the percent work quality standard found in the PRS prior to shutdown.

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. All invoices are to be submitted via the electronic Invoice Processing Platform. This is a mandatory requirement initiated by the U.S. Department of Treasury and you can find more information at this website <https://www.ipp.gov/index.htm>. Please make sure that your company has registered at <https://www.ipp.gov/vendors/enrollment-vendors.htm> to establish your account.

A signed payment certification must be uploaded into the IPP program and accompany your breakdown of invoice totals for payment to be authorized. See Section J.

If you have questions, contact your Contracting Officer.

### **11.3.1 Final payments**

Before final acceptance, all areas, such as campsites, occupied by the Contractor in connection with the work shall be cleaned of all contractor's rubbish, excess materials, temporary structures, and equipment, and all parts of the work area shall be left in a neat and presentable condition.

A Contract release will be submitted with the final invoice.

Full payment will be made when standards in Section VII are met.

### **11.3.2 Payment Reductions**

#### **11.3.2.1 Payments for tasks based on AQL**

The Government expects to receive quality services. The minimum AQL is required to achieve a satisfactory performance rating. Full payment will be made for final work meeting at least identified AQL and above (As identified in Section VII.)

##### **1. Payments for task with AQL between 1% and 10% below minimum AQL**

If the task deliverable cannot or will not be reworked to achieve the minimum required AQL, payment of 90% of the unit price will be applied to tasks falling between 1% and 10% below identified AQL.

Example - 90% AQL is achieved on task with 95% AQL requirement (5% below minimum AQL.)  
Unit price is \$10,000.00

$10,000 \times 90\% = 9,000$  price to be paid for unit.

##### **2. Payments for task with AQL between 11% and 15% below minimum AQL**

If the task deliverable cannot or will not be reworked to achieve the minimum required AQL, payment of 90% of the unit price will be applied to tasks falling between 11% and 15% below identified AQL.

Example - 80% AQL is achieved on task with 95% AQL requirement (15% below minimum AQL.)  
Unit price is \$10,000.00

$10,000 \times 90\% = 9,000 \times 80\% = \$7,200.00$  price to be paid for unit.

##### **3. Payments for tasks with AQL below 16% minimum AQL**

If the task deliverable cannot or will not be reworked to achieve the minimum required AQL, payment of 80% of the unit price times the actual AQL received will be made for AQL falling below 16% required AQL.

Example - 70% AQL is achieved on task with 95% AQL requirement (AQL is 25% below minimum AQL.) Unit price is \$10,000.00

$10,000 \times 80\% = 8,000 \times 70\% = \$6,400.00$  price to be paid for unit.

### 11.3.3 Damages

#### 1. Re-Inspection Costs

If rework of task(s) is required, the Contractor will be assessed the costs incurred by the Government in performing such activities. One inspection will be authorized for each unit.

The table below lists charge rates for Government re-inspection of work.

Activity	Charge rate
Government wages (per employee performing re-inspection)	\$50.00/hour
*Government mileage	\$0.625/mile

\*Mileage reimbursement rate in effect July 1, 2022, is \$0.625 per mile. Mileage rates change periodically and the most current mileage rates for assessed damages at the time will be used. Most current mileage rates can be found at the General Services Administration website <https://www.irs.gov/newsroom/irs-increases-mileage-rate-for-remainder-of-2022>.

#### 2. Other Costs

Government Furnished Property	Price Per Full Can:	Price Per Empty Can:
Cut Tree Paint (Blue, Yellow, Green):	\$100	\$50
Leave Tree Paint (Orange, Pink, White):	\$15	\$10
Cancel Tree Paint (Black):	\$15	\$10

#### **11.4 Contractor Representatives**

The Contractor shall assign the following personnel, competent in task(s) to be completed, to the Contracting Officer prior to commencement of work:

**Contractor's on site Representative:** The Contractor's on site representative shall be in the project area whenever work is in progress. The Representative shall have a written delegation of authority to act for the Contractor. The Representative, the First Line Supervisor, and Quality Control Inspector may be the same person

**First Line Supervisor:** First-Line Supervisor shall directly supervise and coordinate the activities of forestry and related workers. The First Line Supervisor may be the Contractor's on-site representative and/or Quality Control Inspector.

**Quality Control Inspector:** The Inspector will be identified in the Quality Control Plan with description of job duties and inspection process to assure a quality product. The Quality Control Inspector may be First Line Supervisor or Contractor's on-site representative.

All work will be performed in an organized and systematic manner. Crew members will generally all be working in the same unit except when authorized by the Contracting Officer.

#### **11.5 DESIGNATION OF GOVERNMENT REPRESENTATIVE**

The Contracting Officer will designate a Contracting Officer's Representative (COR) at the time of contract award.

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

The Contracting Officer should be informed as soon as possible of any actions or inactions by the Contractor or the Government which will change the required delivery or completion times stated in the contract, and the contract will be modified accordingly.

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

## **11.6 NOTIFICATION OF SUBCONTRACTING**

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

1. The name, address and telephone number of the subcontractor.
2. The date upon which the subcontract was entered into and its duration.
3. A detailed description of the work being subcontracted including a listing of contract items, units, etc., as appropriate.
4. Documentation of the subcontractor's representative authority.

Subcontracting any portion of the contract shall not relieve the Prime Contractor of any responsibility under this contract. Certain contract clauses are required to be in any subcontracting agreement under this contract. Request a subcontracting form from the CO to provide documentation that terms and conditions are provided to the subcontractor.

## **11.7 NOTICE TO PROCEED**

A Notice to Proceed will be issued in writing by the Contracting Officer. No work shall begin until receipt of this notice. Supplies should not be purchased prior to the Notice to Proceed or the Contractor will not be reimbursed in the case of a Termination of the contract. Contract time shall commence on the day indicated on the Notice to Proceed.

## **SECTION XII – SPECIAL REQUIREMENTS**

### **12.1 Safety Plan**

1. The Contractor shall provide a copy of their safety plan. This copy of the Safety plan shall be kept in the contract folder for OSHA's review.
2. The Safety Plan should be available to all employees and subcontractors working on the contract.
3. The Safety Plan should cover at a minimum:
  - a. Safety briefings covering the work area, equipment being used, and any special considerations for the work under the contract.
  - b. Personal Protective Equipment required for the work under the contract.
  - c. Identify appropriate OSHA requirements for the type of work under the contract.
  - d. Weather considerations for the time of year of the contract.
  - e. Communication issues and locations of the nearest medical facilities.
  - f. Name and point of contact information of supervisor responsible for enforcing Safety Plan.

- g. Name, position title and point of contact information of company executive responsible for approving the Safety Plan.
- h. Specific contingency plans for emergencies such as medical, fire, hazard material spills and any other contract assessed hazard prevention and abatement requirement needs that apply to this project.

## **12.2 TRAVEL MANAGEMENT AND MOTORIZED EQUIPMENT**

The Black Hills National Forest has a travel management plan in place for use of motorized equipment on specific roads and trails. Please review the Motorized Use Vehicle Maps (MVUM) and policy of motorized equipment other than hand-held equipment at <http://www.fs.usda.gov/detail/blackhills/maps-pubs/?cid=STELPRDB5203036>. Administrative permits limited to the project area will be issued with the Purchase Order.

## **12.3 FEDERAL HOLIDAYS**

Except as noted in the Schedule of Work or hours of Operation, work will not be required on the following 10 federal government holidays, nor on holidays observed in lieu thereof:

1. New Year's Day - January 1st
2. Birthday of Martin Luther King, Jr. - Third Monday of January
3. Washington's Birthday - Third Monday of February
4. Memorial Day - Last Monday of May
5. Independence Day - July 4th
6. Labor Day - First Monday of September
7. Columbus Day - Second Monday of October
8. Veterans Day - November 11th
9. Thanksgiving Day - Fourth Thursday of November
10. Christmas Day - December 25th

## SECTION C - CONTRACT CLAUSES

### **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):

Federal Acquisition Regulation (FAR) Clauses: <https://www.acquisition.gov/browse/index/far>  
(FAR clauses begin with 52)

Department of Agriculture Acquisition Regulation (AGAR) Clauses:  
<https://www.acquisition.gov/agar> (AGAR clauses begin with 452)

Deviations to clauses may be viewed at: [Policies & Regulations | USDA](#)

### **52.204-13 System for Award Management Maintenance (OCT 2018)**

### **52.204-18 Commercial and Government Entity Code Maintenance (AUG 2020)**

### **52.212-4 Contract Terms and Conditions – Commercial Products and Commercial Services (NOV 2021) (DEVIATION 2017-1)**

#### **Addenda to 52.212-4:**

### **52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders– Commercial Products and Commercial Services (OCT 2022) (DEVIATION 2017-1, DEVIATION APR 2020, and DEVIATION JUL 2020)**

(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 products and commercial services:

(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 (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805note)).

(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 products and commercial services:

*[Contracting Officer check as appropriate.]*

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Jun 2020) (**DEVIATION 2017-1**)
- (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (6) [Reserved].
- (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (9) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101note).
- (10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- (11) [Reserved].
- (12) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C.657a).
- (13) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (14) [Reserved]
- (15) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C.644).
  - (ii) Alternate I (Mar 2020) of 52.219-6.
- (16) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
  - (ii) Alternate I (Mar 2020) of 52.219-7.
- (17) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)).
- (18) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2022) (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 (Jun 2020) of 52.219-9.
  - (v) Alternate IV (Sep 2021) of 52.219-9.
- (19) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
  - (ii) Alternate I (MAR 2020) of 52.219-13
- (20) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C.637s)
  - [Contracting Officer check as appropriate.]*
  - By the end of the base term of the contract and then by the end of each subsequent option period; or
  - By the end of the performance period for each order issued under the contract.

- (21) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) (15 U.S.C. 657f).
- (23) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Oct 2022) (15 U.S.C. 632(a)(2)).
  - (ii) Alternate I (MAR 2020) of 52.219-28.
- (24) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).
- (25) 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 (Oct 2022) (15 U.S.C. 637(m)).
- (26) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- (27) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).
- (28) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
- (29) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2022) **(DEVIATION JUL 2020)** (E.O.13126).
- (30) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (31) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
  - (ii) Alternate I (Feb 1999) of 52.222-26.
- (32) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
  - (ii) Alternate I (Jul 2014) of 52.222-35.
- (33) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C.793).
  - (ii) Alternate I (Jul 2014) of 52.222-36.
- (34) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (36) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
  - (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter78 and E.O. 13627).
- (37) 52.222-54, Employment Eligibility Verification (May 2022). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- (38) (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.)
- (39) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (40) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- (41) (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.
- (42) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
  - (ii) Alternate I (Jun 2014) of 52.223-14.
- (43) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- (44) (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.
- (45) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- (46) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- (47) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- (48) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
  - (ii) Alternate I (Jan 2017) of 52.224-3.
- (49)(i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).
  - (ii) Alternate I (Oct 2022) of 52.225-1
- (50) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Oct 2022) **(DEVIATION JUL 2020)** (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, **19 U.S.C. chapter 29 (sections 4501-4732)**, 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.
 

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  - ~~(ii)~~ **(ii)** Alternate I (May 2014) of 52.225-3.
  - ~~(iii)~~ **(ii)** Alternate II (Jan 2021) **(DEVIATION JUL 2020)** of 52.225-3.
  - ~~(iv)~~ **(iii)** Alternate III (Jan 2021) **(DEVIATION JUL 2020)** of 52.225-3.
  - ~~(v)~~ **(iv)** Alternate IV (Oct 2022) of 52.225-3.
- (51) 52.225-5, Trade Agreements (Oct 2019) **(DEVIATION JUL 2020)** (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (52) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (53) 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).
- (54) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (55) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
- (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C.4505, 10 U.S.C.2307(f)).
- (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C.4505, 10 U.S.C.2307(f)).
- (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).
- (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).

- (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C.3332).
- (62) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Nov 2021) **(DEVIATION APR 2020)** (31 U.S.C.3332).
- (63) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
- (65) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).
  - (ii) Alternate I (Apr 2003) of 52.247-64.
  - (iii) Alternate II (Nov 2021) 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 products and commercial services:

Contracting Officer check as appropriate.]

- (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of [5 U.S.C.5341](#) or [5 332](#).

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

Employee Class	Monetary Wage/Fringe Benefits
_____	_____/_____
_____	_____/_____
_____	_____/_____

- (3) 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).
- (4) 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).

- (5) 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).
- (6) 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).
- (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (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, as defined in FAR 2.101, on the date of award of this contract, 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 products or commercial services. 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 (Nov 2021) (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 (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

- (vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).
  - (viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C.4212).
  - (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C.793).
  - (x) 52.222-37, Employment Reports on Veterans (Jun 2020) (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 (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).
  - (B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O 13627).
  - (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 (May 2022) (E.O. 12989).
  - (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
  - (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (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 (Jun 2020) (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 (Nov 2021) (46 U.S.C. 55305 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

### **52.217-8 Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within *10 days of expiration of the contract*.

### **52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)**

### **52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (AUG 2018)**

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

**52.242-17 Government Delay of Work (APR 1984)**

**52.245-1 Government Property (SEP 2021) Alt 1 (APR 2012)**

**52.245-9 Use and Charges (APR 2012)**

**52.252-6 Authorized Deviations in Clauses (NOV 2020)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any Agriculture Acquisition Regulation (48 CFR 4) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

**452.204-70 Modification for Contract Closeout (DEVIATION JUL 2022)**

Upon contract closeout for contracts utilizing Simplified Acquisition Procedures (SAP) according to FAR 13:

(a) If unobligated funds in the amount of \$1000 or less remain on the contract, the Contracting Officer (CO) shall issue a unilateral modification for de-obligation. The contractor will receive a copy of the modification but will not be required to provide a signature. The CO shall immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(b) If unobligated funds of more than \$1000 remain on the contract, the CO shall issue a bilateral modification for de-obligation. The contractor will receive a copy of the modification and will be required to provide a signature. (The CO may also request a Release of Claims be completed by the contractor, although not required for contract and orders using SAP procedures.) If the bilateral modification and Release of Claims are not returned to the CO within 60 days, the CO shall release the modification as unilateral and proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

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

The period of performance of this contract is from January 16, 2023 through April 14, 2023.

**452.215-73 Post Award Conference (NOV 1996)**

A post award conference with the successful offeror is required. It will be scheduled within 10 days after the date of contract award. The conference will be held at: via TEAMS conference call.

**452.236-73 Archaeological or Historic Sites (FEB 1988)**

If a previously unidentified archaeological or historic site(s) is encountered, the Contractor shall discontinue work in the general area of the site(s) and notify the Contracting Officer immediately.

**452.236-74 Control of Erosion, Sedimentation, and Pollution (NOV 1996)**

(a) Operations shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, and impoundments (lakes, reservoirs, etc.).

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

(c) Mechanized equipment shall not be operated in flowing streams without written approval by the Contracting Officer.

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

(a) The Contractor shall assign to this contract the following key personnel:

First Line Supervisor/ Crew Leader.

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

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

**Employment of Eligible Workers**

## 1. General

This contract is subject to the Migrant and Seasonal Agricultural Worker Protection Act (MSPA), 29 United States Code (U.S.C) 1801-1872, and to the U.S. Department of Labor (DOL) regulations implementing MSPA 29 Code of Federal Regulations (CFR) Part 500. MSPA eliminates activities detrimental to migrant and seasonal agricultural workers, requires registration of Farm Labor Contractors, and ensures necessary protection for the workers. Information regarding MSPA can be found at <http://www.dol.gov/whd/mspa/index.htm>.

If workers are hired under the H-2B program, (8 CFR Section 274A provisions of the Immigration and Nationality Act (INA) for the admission of nonimmigrants to the U.S.

to perform temporary labor or services) a Temporary Employment Certification issued by the Office of Foreign Labor Certification (OFLC) in the Department of Labor Employment and Training Administration is required. For further information on the requirements of the H-2B program, visit OFLC's website at <http://www.foreignlaborcert.doleta.gov/> or Wage and Hour's website at <http://www.dol.gov/whd/immigration/H2BFinalRule/index.htm>.

Compliance with MSPA and the INA is a material condition of this contract. If the contractor employs any unauthorized worker(s) during the performance of this contract that violates section 274A of the INA, the Government may terminate the contract, in addition to other remedies or penalties prescribed by law.

## 2. Definitions

1. H-2B worker: as used in this part means a nonimmigrant holding a visa authorizing the individual to legally work in the US to perform temporary labor or services. A worker with an H-2B visa (H-2B worker) may also be considered a migrant agricultural worker under MSPA depending on the type and nature of work performed.
2. Migrant Agricultural Worker and Seasonal Agricultural Worker: as used in this part means individuals employed for agricultural (including forestry) work on a seasonal or temporary basis.
  1. A worker, moving from one seasonal activity to another, is employed on a seasonal basis even though the worker may continue to be employed during a major portion of the year.
  2. An overnight absence from the migrant workers permanent place of residence is required.
  3. Members of the contractor's immediate family are not considered migrant or seasonal workers. Immediate family includes:
    1. Spouse
    2. Children, stepchildren, or foster children
    3. Parents, stepparents, or foster parents, or
    4. Brothers and sisters
3. Farm Labor Contractor (FLC). As used in this part means a person including an individual, partnership, association, joint stock company or a corporation, who, for any money or other valuable consideration, paid or promised to be paid, performs any recruiting, soliciting, hiring, employing, furnishing, or transporting of any migrant or seasonal agricultural worker.

## 3. Registration Requirements

1. Any contractor providing or hiring H-2B nonimmigrants for work under this contract shall provide a copy of their Temporary Employment Certificate. General information about the H-2B program can be found on Fact Sheet # 78 at <http://www.dol.gov/whd/regs/compliance/whdfs78.htm>. Contractors can apply for the certificate through the US DOL Employment & Training Administration's on line iCERT Visa Portal System at <https://icert.doleta.gov/> or by paper application.
2. Any contractor who meets the definition in (2.c.) above providing or hiring migrant or seasonal workers to perform agricultural or manual forestry work shall first obtain a Federal DOL Farm Labor Contractor Certificate of Registration ([http://www.dol.gov/whd/forms/fts\\_wh530.htm](http://www.dol.gov/whd/forms/fts_wh530.htm)). The contractor shall carry the certificate at all times while engaged in contract performance and shall display it upon request. Any of the contractor's employees who perform any one or more of the activities defined as an FLC in paragraph (2.c.) must have their own FLC Employee Certificate. General information about MSPA can be found on Fact Sheet #49 at DOL Wage and Hour Divisions webpage <http://www.dol.gov/whd/regs/compliance/whdfs49.htm>.

#### 4. Certifications

The Contractor shall provide applicable H-2B Temporary Employment Certificate and/or Farm Labor Contractor Certificate as part of their representations, certifications, and acknowledgements. Subcontractor(s) meeting the definitions above shall follow the same requirements as the Prime Contractor. It is the Prime Contractor's responsibility to ensure the Subcontractor's information is provided to the Contracting Officer.

#### 5. Worker Protections

1. Worker Information Posters
  1. A contractor who uses the H-2B program to meet its temporary employment needs must post and maintain the H-2B poster (WH-1505) in a conspicuous location accessible to workers at the job site.
  2. The contractor shall display and maintain the MSPA poster (WH-1376) on the job site in a conspicuous location accessible to workers during the contract performance period.
2. Personal protective equipment
  1. 29 CFR 1910 Subpart I, OSHA's General Industry personal protective equipment (PPE) standard contains the general requirements for the provision of personal protective equipment and requires employers to perform a hazard assessment to select appropriate PPE for hazards that are present or likely to be present in the workplace. OSHA requires that many categories of personal protective equipment meet or be equivalent to standards developed by the American National Standards Institute (ANSI).

2. Before a worker begins operating equipment, the contractor shall train the workers on the safe operation and use of the equipment
3. The contractor shall provide the appropriate personal protective equipment for the work required to be performed in the contract, wherever necessary by reason of hazards or processes encountered that may cause injury or impairment in the function of any part of the body. Except for foot protection, all PPE must be provided by the employer at no cost to the employee. Includes:
  1. Head Protection
  2. Hearing Protection
  3. Eye/Face Protection
  4. Leg Protection
  5. Foot Protection
  6. Hand Protection
4. PPE must be sanitary and in reliable condition. Do not use defective or damaged PPE. PPE must be inspected prior to use on each work shift to ensure it is in serviceable condition.
5. A checklist of applicable PPE guidelines typical for the work performed under this contract is provided. This does not relieve the contractor of the responsibility of performing a risk assessment or providing the necessary PPE for their operations.

Reference

<https://www.osha.gov/SLTC/personalprotectiveequipment/index.html>  
<https://www.osha.gov/SLTC/personalprotectiveequipment/index.html> or  
OSHA 3151-12R 2003 Personnel Protective Equipment Booklet. The booklet can be found at  
<https://www.osha.gov/Publications/osha3151.pdf>.

Manual Logging and Forestry Related activities:

[https://www.osha.gov/SLTC/etools/logging/manual/logger/personal\\_equipment.html](https://www.osha.gov/SLTC/etools/logging/manual/logger/personal_equipment.html)

General Machine and Vehicles Logging and Forestry Related activities:

<https://www.osha.gov/SLTC/etools/logging/mechanical/machines.html>

1. Field Sanitation.

OSHA established minimum standards for field sanitation in covered agricultural settings. Refer to Fact Sheet # 51 Field Sanitation Standards under the Occupational Safety and Health Act.

## 1. Employment Requirements

Fact Sheets with relevant information may be found at <http://www.dol.gov/WHD/fact-sheets-index.htm>.

1. Contractors employing workers in forestry related work are required to comply with wage and payroll standards and recordkeeping requirements. Refer to Fact Sheet #63: Application of Federal Labor Laws to Reforestation found on the DOL Wage and Hour Division webpage.
2. Contractor Employee List. Contractors are required to maintain and provide upon request an active list of all employees performing work on the job site under this contract. The Employee List will identify employees by full name (aliases), supervisory duties if applicable, and appropriate labor Occupation Code for work performed under the Service Contract Act Wage Rates applicable to this contract. If Subcontractors are utilized, all tiers of subcontractor(s) are responsible for providing the same information for their employees to the Prime for submittal to the Contracting Officer.

## 2. Transportation

1. The contractor shall be registered to transport employees, unless employees provide their own transportation or carpool by their own arrangement in one of their own vehicles. Authorization for each vehicle that will be used to transport employees must appear on the contractor's certificate. If the contractor directs or requests employees to carpool, the registration requirement is applicable. Any driver, who transports workers for a fee or at the direction of the contractor, shall be registered as an FLC or an FLC employee.
2. See Fact Sheet #50: Transportation under the MSPA, for more information about the vehicle safety standards, driver's licensing requirements, and vehicle insurance requirements. Note that separate transportation requirements may apply if there are H-2B workers.

## 3. Housing

1. The authorization to furnish housing, other than commercial lodging certified by a health authority or other appropriate agency, must appear on the contractor's certificate. Contractors should contact their local Wage and Hour Division of the DOL for further information on the requirements of the Act.
2. Camping Requirements. The Forest Service (FS) has various camping opportunities. Check with local FS unit for camping requirements, camping permits may be required. Verify local fire restriction policies. If camps will be used to house workers subject to MSPA, they are also subject to the temporary labor camp standards at 29 CFR 1910.142. The Forest Service reserves the right to terminate a camping permit at any time. These requirements are in addition to those contained in or provided for under any other applicable clause in this

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

1. Every structure used as shelter must provide protection from the elements. Where adequate heat is not provided, make other arrangements to protect workers from the cold. Cut firewood only after a District Firewood Permit is obtained.
2. The campsite must not encroach beyond the boundaries designated by the Forest Service. The campsite location must minimize impacts on streams, lakes, and other bodies of water. Camping is not permitted within developed recreational sites or along primary recreational roads.
3. The campsite must have a clean appearance at all times. Upon abandonment of any campsite, or termination, revocation, or cancellation of camping privileges, the contractor shall remove, within 10 calendar days, all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in the camping permit. Structures or improvements the contractor fails to remove within the 10 calendar day period becomes the property of the United States, however, the contractor remains liable for the cost of the removal and restoration of the site.
4. Unless otherwise designated by the CO, the use of the area is not exclusive and may be granted to other permittees, contractors, or recreating public. Disorderly conduct is not permitted.
5. Damaging or removing any natural feature or other property of the Forest Service is prohibited.
6. Servicing of equipment in the campsite is not permissible unless the campsite is within the project area.
7. Provide sanitary facilities for storing food. Provide ice chests or coolers, with ice supply made from potable water, and replenish as necessary. Provide sufficient storage for perishable food items.
8. Provide an adequate and convenient potable water supply in each camp for drinking and cooking purposes.
9. Provide adequate toilet facilities and toilet paper for the capacity of the camp. Service and maintain facilities in a sanitary condition.
10. Collect, store, and dispose of garbage in a manner to discourage rodent access, minimize attraction of flies, and prevent scattering by wind
11. Maintain basic first aid supplies available, which must be under the charge of a person trained to administer first aid.

The basic supplies must include:

1. Gauze pads (at least 4x4 inches)
  2. Two large gauze pads (at least 8x10 inches)
  3. Box adhesive bandages (such as band-aids)
  4. One package of gauze roller bandage (at least 2-inches in width)
  5. Two triangular bandages
  6. Scissors
  7. At least one blanket
  8. Tweezers
  9. Adhesive tape
  10. Medical gloves, (latex or non-latex equivalent), and
  11. Resuscitation device such as resuscitation bag, airway, or pocket mask.
- 
1. Wash laundry in such a way that washing and rinsing will not pollute lakes, streams, or other flowing water.
  2. Dispose waste water away from living and eating areas and in such a way that minimizes pollution to lakes, streams, and other flowing water.
- 
1. The contractor shall take all reasonable precautions to prevent and suppress forest fires. Do not dispose of material by burning in open fires during the closed season established by law or regulation without the written permission from the Forest Service.
  2. If authorized to have an open fire, the Contractor shall comply with the following fire regulations:
    1. A shovel, axe or Pulaski, a 10-quart pail, which is full of water for immediate use, and a fire extinguisher with an Underwriters Laboratory (UL) rating of at least 1:A 10:BC is required.
    2. All fire rings or outside fireplaces must be approved by the Forest Service representative. The area must be cleared down to mineral soil for a distance of one foot outside of the ring or fireplace, and it must not have any overhanging material. Fire rings must be dismantled and material disposed prior to leaving the site.
    3. All generators and other internal combustion engines must be equipped with Forest Service approved spark arrestors and/or factory designed muffler and exhaust system in good working

order. They will be located in a cleared area with the same requirements as in described in the previous paragraph.

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

## **SECTION D – CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

### **1. WAGE DETERMINATION**

### **2. MAPS**

### **3. PAST PERFORMANCE QUESTIONNAIRE**

## SECTION E - SOLICITATION PROVISIONS

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) Provisions:

<https://www.acquisition.gov/browse/index/far> (FAR Provisions begin with 52)

Department of Agriculture Acquisition Regulation (AGAR) Provisions:

<https://www.acquisition.gov/agar> (AGAR Provisions begin with 452)

Deviations to provisions may be viewed at: [Policies & Regulations | USDA](#)

### **52.204-7 System for Award Management (OCT 2018)**

### **52.204-16 Commercial and Government Entity Code Reporting (AUG 2020)**

### **52.212-1 Instructions to Offerors – Commercial Products and Commercial Services (NOV 2021)**

#### **Addenda to provision 52.212-1:**

#### **Addenda to Provision 52.212-1:**

#### **Addenda to Provision 52.212-1 paragraph (b) Submission of Offers:**

1) Offerors must have an active entity registration in the System for Award Management in order to submit an offer. <https://www.sam.gov/SAM/>

2) Offers submitted in response to this solicitation shall include a technical proposal, a price proposal, and contractor representations and certifications.

a) Technical Proposal – The technical proposal shall address the evaluation factors in 52.212-2. At a minimum technical proposal shall include:

i) Past Performance – provide a list of similar projects completed by your firm over the past three years. Include a brief description of the project, dollar amount, year completed, and project owner contact information (name, phone, and email). The government may use past performance information from any available source. If a company does not have past performance information available, information may be provided for predecessor companies, key personnel, or subcontractors. In the event that there is no past performance information available, the offeror will receive a neutral rating in this factor.

ii) Technical Capability – Provide key personnel (Size of Crew to accomplish the task) that will be used to complete this project. Provide resume of first line supervisor with qualifications from page 5.

iii) Bio-based assessment- Identify all recycled content products, biobased products, environmentally preferable products and service, and non-

ozone depleting substances to be acquired, used, and installed in the performance of the contract. If the Contractor proposes to use non-designated products, the Contractor needs to provide written justification. If no bio-based is used please state so.

- b) Price Proposal – Include the following: 1) the completed, signed SF-1449, 2) acknowledgement of any amendments to this solicitation by following the instructions that accompany the amendment(s), and 3) the completed Schedule of Items contained in Section B of this solicitation.
- c) Representations and Certifications – Fill in the check boxes for provisions 52.204-24, 52.212-3, and Employment of Eligible Workers-Workforce Certification found in Section F of this solicitation and include a copy with your offer.
- 3) Submit offer by email to [curtis.r.landreth@usda.gov](mailto:curtis.r.landreth@usda.gov) so that it is delivered into this inbox by the due date and time. Emails should contain 3 separate attachments (Technical Proposal, Price Proposal, and Representations and Certifications) in Microsoft Word, Excel, or Adobe PDF format. Be aware that large attachments may increase the time required to deliver an email. It is the offerors responsibility to confirm receipt of the offer from the above email.
- 4) Address questions about this solicitation to Curtis Landreth at above email.

***Addenda to Provision 52.212-1 paragraph (f) Late submissions:***

*Replace (f)(2)(i) with the following:*

*Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. Delete 52.212-(f)(2)(i) paragraphs A, B, C.*

**52.212-2 Evaluation – Commercial Products and Commercial Services (NOV 2021)**

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

1. Past Performance
2. Technical Capability
3. Bio-Based Assessment
4. Price

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

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

**52.223-1 Biobased Product Certification (MAY 2012)**

**52.223-4 Recovered Material Certification (MAY 2008)**

**52.237-1 Site Visit (APR 1984)**

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

**52.252-5 Authorized Deviations in Provisions (NOV2020)**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Agriculture Acquisition Regulation (48 CFR Chapter 4) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**REPRESENTATIONS & CERTIFICATIONS**  
**(CONTRACTOR TO COMPLETE AND RETURN WITH OFFER/QUOTE)**

VENDOR NAME: \_\_\_\_\_

VENDOR UEI: \_\_\_\_\_

**COMPLETE THE YELLOW HIGHLIGHTED INFORMATION AND SUBMIT A COPY WITH YOUR OFFER. SEE INSTRUCTIONS IN SECTION E, PROVISION 52.212-1.**

**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This

prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) Representation. The Offeror represents that—

(1) It  will,  will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It  does,  does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

### **52.212-3 Offeror Representations and Certifications – Commercial Products and Commercial Services (OCT 2022) (DEVIATION JUL 2020)**

*[If Offeror Representations and Certifications are not complete in SAM the offeror shall submit a completed copy of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, with your offer. The full provision is available from <http://www.acquisition.gov/far/>.*

*If Offeror Representations and Certifications are complete in SAM, the offeror shall complete the following:]*

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

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs                     .

*[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any. Write "None" if there are no changes needed to your online reps and certs. Offerors that are representing as joint ventures should submit their socio-economic status in the space provided above until such time that SAM.gov has been updated to include the joint venture representations contained within provision 52.212-3 paragraph (c).]*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

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

### **Employment of Eligible Workers - Workforce Certification**

Contractors are required to provide certification under this solicitation in compliance with the Migrant and Seasonal Agricultural Workers Protection Act (MSPA) and Farm Labor Contractor (FLC) Certificate of Registration requirements describing the workforce they will utilize to fulfill the contract requirements under this solicitation and any resulting contract. If the Contractor will supply workers under the H-2B Program, the Contractor is required to provide a copy of the Temporary Employment Certificate issued by DOL.

Subcontractors are bound by the same requirements for licenses and permits under this contract. If a Prime Contractor identifies a Subcontractor as part of their workforce to accomplish the work under this solicitation, the Prime Contractor shall submit the Subcontractor's signed certification with their response to the solicitation.

H-2B Workers: (<http://www.foreignlaborcert.doleta.gov/>)

Company certifies it will not be utilizing H2B Workers under any resulting contract of this solicitation.

Company will be utilizing H2B Workers (under any resulting contract of this solicitation. Provide a copy of Temporary Employment Certificate.) MSPA Workers: (<http://www.dol.gov/whd/mspa/>)

Company certifies it will not be utilizing MSPA workers under any resulting contract of this solicitation.

Certifies has valid FLC certificate of registration. (Attach a copy of current certification.)

Authorization includes:

Transporting workers

Driving

Housing workers

Company has applied for a Certificate of Registration on \_\_\_\_\_.

Contractors not currently having obtained a certificate (for each partner, if partnership) will be requested to furnish proof of having obtained a Certificate of Registration prior to award of contract. If the contractor does not provide the required Certificate in a reasonable timeframe, the contractor will not be eligible for the contract award. Partnerships must furnish proof of registration of their assumed business name, if any, with the State of registration.

State of \_\_\_\_\_ No. \_\_\_\_\_

Information about licensing requirements and procedures may be obtained from the following:  
I, on behalf of said Company, certify to the above responses.

<b>SIGNATURE:</b>	<b>DATE:</b>
<b>PRINTED NAME:</b>	<b>TITLE:</b>