

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE OF 1 75	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 1240BD23Q0055		6. SOLICITATION ISSUE DATE 03/29/2023
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ARLENE STEFFEY arlene.steffey@usda.gov		b. TELEPHONE NUMBER (No collect calls) 208-484-4622		8. OFFER DUE DATE/LOCAL TIME 04/13/2023 1200 PT	
9. ISSUED BY USDA-FS CSA NORTHWEST 2 1220 SW 3RD AVE STE 310 PORTLAND OR 97204-2829			CODE 40BD	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 (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 115310 SIZE STANDARD: \$30.0			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO CODE				16. ADMINISTERED BY CODE		40BD	
17a. CONTRACTOR/ OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
TELEPHONE NO.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Mt. Hood National Forest-Barlow Ranger District 2023 South Fivemile Mechanical Fuels Reduction For technical questions, the Contracting Officer Representative is: Lancaster, Richard - FS, OR richard.lancaster@usda.gov 541-467-5130 For Contracting questions, the Contracting (Use Reverse and/or Attach Additional Sheets as Necessary)						PLEASE PRICE SCHEDULE OF ITEMS PAGE(S) 12-15
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 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"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				ARLENE K. STEFFEY			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Officer is: A Kay Steffey arlene.steffey@usda.gov 208-484-4622 Period of Performance: 06/12/2023 to 12/31/2024				
0001	NPL-SoFivemileMechFuelRedux BASE MASTICATION (Not Separately Priced)	1	JC		
0001AA	MOBILIZATION	1	LS		
0001AB	End 6	22	AC		
0001AC	End 12	9	AC		
0001AD	End 13	16	AC		
0001AE	Football 8	24	AC		
0001AF	Football 12A	8	AC		
0001AG	Football 13A Continued ...	26	AC		

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

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

33. SHIP NUMBER	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
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS
41c. DATE			

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001AH	Football Salv 2	49	AC		
0001AJ	Joe 2	16	AC		
0001AK	Knestat 11	30	AC		
0001AL	Pollywog 65	6	AC		
0001AM	Pollywog 66	8	AC		
0001AN	Pollywog 67	20	AC		
0001AO	Pollywog 391	4	AC		
0001AP	Pollywog 392	14	AC		
0001AQ	Pollywog 595	22	AC		
0001AR	Pollywog 461	43	AC		
0001AS	South Five 15	6	AC		
0001AT	South Fivemile 75	12	AC		
0001AU	South Fivemile 80	49	AC		
0001AV	South Fivemile 89	116	AC		
0001AW	South Fivemile 91	8	AC		
	Continued ...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1001	NPL-SoFivemileMechFuelRedux BASE MECHANICAL PILING (Not Separately Priced)	1	JC		
1001AA	End 6	22	AC		
1001AB	End 12	9	AC		
1001AC	Football 12A	8	AC		
1001AD	Football 13A	26	AC		
1001AE	Football Salv 2	49	AC		
1001AF	Joe 2	16	AC		
1001AG	Pollywog 65	6	AC		
1001AH	Pollywog 66	8	AC		
1001AJ	Pollywog 67	20	AC		
1001AK	Pollywog 391	4	AC		
1001AL	Pollywog 392	14	AC		
1001AM	Pollywog 461	43	AC		
1001AN	Pollywog 595	22	AC		
1001AO	South Fivemile 75	12	AC		
1001AP	South Fivemile 80 Continued ...	49	AC		

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1001AQ	South Fivemile 89	116	AC		
1001AR	South Fivemile 91	8	AC		
2001	NPL-SoFivemileMechFuelRedux OPTIONAL MASTICATION (Option Line Item) (Not Separately Priced) Period of Performance: 06/01/2024 to 12/31/2024	1	JC		
2001AA	MOBILIZATION (Option Line Item) Period of Performance: 06/01/2024 to 12/31/2024	1	LS		
2001AB	Bottle Prairie 1 (Option Line Item) Period of Performance: 06/01/2024 to 12/31/2024	37	AC		
2001AC	Bottle Prairie 2 (Option Line Item) Period of Performance: 06/01/2024 to 12/31/2024	18	AC		
2001AD	End 4 (Option Line Item) Period of Performance: 06/01/2024 to 12/31/2024	34	AC		
2001AE	End 11 (Option Line Item) Period of Performance: 06/01/2024 to 12/31/2024	43	AC		
2001AF	Lodgepole Salv 1 (Option Line Item) Period of Performance: 06/01/2024 to 12/31/2024	80	AC		
2001AG	Mill Salvage 2 (Option Line Item) Continued ...	9	AC		

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 06/01/2024 to 12/31/2024				
2001AH	Mint 151 (Option Line Item)	16	AC		
	Period of Performance: 06/01/2024 to 12/31/2024				
2001AJ	Mint 152 (Option Line Item)	6	AC		
	Period of Performance: 06/01/2024 to 12/31/2024				
2001AK	Mint 153 (Option Line Item)	13	AC		
	Period of Performance: 06/01/2024 to 12/31/2024				
2001AL	Mint 155 (Option Line Item)	10	AC		
	Period of Performance: 06/01/2024 to 12/31/2024				
2001AM	Mint 156 (Option Line Item)	8	AC		
	Period of Performance: 06/01/2024 to 12/31/2024				
2001AN	Mint 157 (Option Line Item)	15	AC		
	Period of Performance: 06/01/2024 to 12/31/2024				
2001AO	Mint 158 (Option Line Item)	5	AC		
	Period of Performance: 06/01/2024 to 12/31/2024				
2001AP	Mint 38 (Option Line Item)	23	AC		
	Period of Performance: 06/01/2024 to 12/31/2024				
2001AQ	Mint 39 (Option Line Item)	107	AC		
	Period of Performance: 06/01/2024 to 12/31/2024				
	Continued ...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2001AR	Perry 3 (Option Line Item) Period of Performance: 06/01/2024 to 12/31/2024	10	AC		
2001AS	Perry 6 (Option Line Item) Period of Performance: 06/01/2024 to 12/31/2024	49	AC		
2001AT	Perry 9 (Option Line Item) Period of Performance: 06/01/2024 to 12/31/2024	10	AC		
2001AU	Ramsey 6 (Option Line Item) Period of Performance: 06/01/2024 to 12/31/2024	57	AC		
2001AV	Scout 1 (Option Line Item) Period of Performance: 06/01/2024 to 12/31/2024	52	AC		
2001AW	Silver 1 (Option Line Item) Period of Performance: 06/01/2024 to 12/31/2024	69	AC		
2001AX	South Fivemile 76 (Option Line Item) Period of Performance: 06/01/2024 to 12/31/2024	9	AC		
2001AY	South Fivemile 77 (Option Line Item) Period of Performance: 06/01/2024 to 12/31/2024	8	AC		
2001AZ	South Fivemile 82 (Option Line Item) Period of Performance: 06/01/2024 to 12/31/2024	8	AC		
2001BA	South Fivemile 83 (Option Line Item) Continued ...	35	AC		

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 06/01/2024 to 12/31/2024				
2001BB	South Fivemile 98 (Option Line Item)	20	AC		
	Period of Performance: 06/01/2024 to 12/31/2024				
2001BC	TDW 124 (Option Line Item)	72	AC		
	Period of Performance: 06/01/2024 to 12/31/2024				
2001BD	Touchdown 1 (Option Line Item)	13	AC		
	Period of Performance: 06/01/2024 to 12/31/2024				
2001BE	Touchdown 2 (Option Line Item)	17	AC		
	Period of Performance: 01/01/2024 to 12/31/2024				
2001BF	Touchdown 5 (Option Line Item)	21	AC		
	Period of Performance: 06/01/2024 to 12/31/2024				
2001BG	Touchdown 6 (Option Line Item)	21	AC		
	Period of Performance: 06/01/2024 to 12/31/2024				
2001BH	Touchdown 8 (Option Line Item)	72	AC		
	Period of Performance: 06/01/2024 to 12/31/2024				
2001BJ	Touchdown 9 (Option Line Item)	23	AC		
	Period of Performance: 06/01/2024 to 12/31/2024				
2001BK	Touchdown 10 (Option Line Item)	47	AC		
	Period of Performance: 06/01/2024 to 12/31/2024				
	Continued ...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2001BL	Touchdown 12 (Option Line Item) Period of Performance: 06/01/2024 to 12/31/2024	34	AC		
3001	NPL-SoFivemileMechFuelRedux OPTIONAL MECHANICAL PILING (Option Line Item) (Not Separately Priced) Period of Performance: 06/01/2024 to 12/31/2024	1	JC		
3001AA	Bottle Prairie 1 (Option Line Item) Period of Performance: 06/01/2024 to 12/31/2024	37	AC		
3001AB	Bottle Prairie 2 (Option Line Item) Period of Performance: 06/01/2024 to 12/31/2024	18	AC		
3001AC	End 4 (Option Line Item) Period of Performance: 06/01/2024 to 12/31/2024	34	AC		
3001AD	End 11 (Option Line Item) Period of Performance: 06/01/2024 to 12/31/2024	43	AC		
3001AE	Lodgepole Salv 1 (Option Line Item) Period of Performance: 06/01/2024 to 12/31/2024	80	AC		
3001AF	Perry 3 (Option Line Item) Period of Performance: 06/01/2024 to 12/31/2024	10	AC		
3001AG	Perry 6 (Option Line Item) Period of Performance: 06/01/2024 to 12/31/2024 Continued ...	49	AC		

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3001AH	Perry 9 (Option Line Item) Period of Performance: 06/01/2024 to 12/31/2024	10	AC		
3001AJ	Ramsey 6 (Option Line Item) Period of Performance: 06/01/2024 to 12/31/2024	57	AC		
3001AK	Silver 1 (Option Line Item) Period of Performance: 06/01/2024 to 12/31/2024	69	AC		
3001AL	South Fivemile 76 (Option Line Item) Period of Performance: 06/01/2024 to 12/31/2024	9	AC		
3001AM	South Fivemile 77 (Option Line Item) Period of Performance: 06/01/2024 to 12/31/2024	8	AC		
3001AN	South Fivemile 82 (Option Line Item) Period of Performance: 06/01/2024 to 12/31/2024	8	AC		
3001AO	Touchdown 1 (Option Line Item) Period of Performance: 06/01/2024 to 12/31/2024	13	AC		
3001AP	Touchdown 2 (Option Line Item) Period of Performance: 06/01/2024 to 12/31/2024	17	AC		
3001AQ	Touchdown 5 (Option Line Item) Period of Performance: 06/01/2024 to 12/31/2024	21	AC		
3001AR	Touchdown 6 Continued ...	21	AC		

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item)				
	Period of Performance: 01/06/2024 to 12/31/2024				
3001AS	Touchdown 8 (Option Line Item)	72	AC		
	Period of Performance: 06/01/2024 to 12/31/2024				
3001AT	Touchdown 9 (Option Line Item)	23	AC		
	Period of Performance: 06/01/2024 to 12/31/2024				
3001AU	Touchdown 10 (Option Line Item)	47	AC		
	Period of Performance: 06/01/2024 to 12/31/2024				
3001AV	Touchdown 12 (Option Line Item)	34	AC		
	Period of Performance: 06/01/2024 to 12/31/2024				

- (i) This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in subpart 12.6 of the Federal Acquisition Regulation, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.
- (ii) This solicitation is issued as a Request for Quotation (RFQ).
- (iii) The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2023-01.
- (iv) This procurement is set aside for Small Business. The NAICS code is 115310-Fuels Management Services. The Small Business Size Standard is \$30 Million.
- (v) **Schedule of Items/Price Schedule**

Schedule of Items

*Project Description: MT. Hood National Forest-Barlow Ranger District
2023 South Fivemile Mechanical Fuels Reduction*

Vendor Name: _____ Vendor UEI: _____

B.1 Base Items #0001: Mandatory Mechanical Mastication

Sub Item No.	Description	Unit Quantity	Unit of Measure	Unit Price	Unit Amount
0001AA	Mobilization ¹	1	LS	\$	
0001AB	End 6	22	Acres	\$	\$
0001AC	End 12	9	Acres	\$	\$
0001AD	End 13	16	Acres	\$	\$
0001AE	Football 8	24	Acres	\$	\$
0001AF	Football 12A	8	Acres	\$	\$
0001AG	Football 13A	26	Acres	\$	\$
0001AH	Football Salv 2	49	Acres	\$	\$
0001AJ	Joe 2	16	Acres	\$	\$
0001AK	Knestat 11	30	Acres	\$	\$
0001AL	Pollywog 65	6	Acres	\$	\$
0001AM	Pollywog 66	8	Acres	\$	\$
0001AN	Pollywog 67	20	Acres	\$	\$
0001AO	Pollywog 391	4	Acres	\$	\$
0001AP	Pollywog 392	14	Acres	\$	\$
0001AQ	Pollywog 461	43	Acres	\$	\$
0001AR	Pollywog 595	22	Acres	\$	\$
0001AS	South Five 15	6	Acres	\$	\$
0001AT	South Fivemile 75	12	Acres	\$	\$
0001AU	South Fivemile 80	49	Acres	\$	\$
0001AV	South Fivemile 89	116	Acres	\$	\$
0001AW	South Fivemile 91	8	Acres	\$	\$
Total Acres		508	Total Amount		\$

Base Items #1001: Mandatory Mechanical Piling

Sub Item No.	Description	Unit Quantity	Unit of Measure	Unit Price	Unit Amount
1001AA	End 6	22	Acres	\$	\$
1001AB	End 12	9	Acres	\$	\$
1001AC	Football 12A	8	Acres	\$	\$
1001AD	Football 13A	26	Acres	\$	\$
1001AE	Football Salv 2	49	Acres	\$	\$
1001AF	Joe 2	16	Acres	\$	\$
1001AG	Pollywog 65	6	Acres	\$	\$
1001AH	Pollywog 66	8	Acres	\$	\$
1001AJ	Pollywog 67	20	Acres	\$	\$
1001AK	Pollywog 391	4	Acres	\$	\$
1001AL	Pollywog 392	14	Acres	\$	\$
1001AM	Pollywog 461	43	Acres	\$	\$
1001AN	Pollywog 595	22	Acres	\$	\$
1001AO	South Fivemile 75	12	Acres	\$	\$
1001AP	South Fivemile 80	49	Acres	\$	\$
1001AQ	South Fivemile 89	116	Acres	\$	\$
1001AR	South Fivemile 91	8	Acres	\$	\$
Total Acres		432	Total Amount		\$

Option Items #2001: Optional Mechanical Mastication

Sub Item No.	Description	Unit Quantity	Unit of Measure	Unit Price	Unit Amount
2001AA	Mobilization ²	1	LS	\$	
2001AB	Bottle Prairie 1	37	Acres	\$	\$
2001AC	Bottle Prairie 2	18	Acres	\$	\$
2001AD	End 4	34	Acres	\$	\$
2001AE	End 11	43	Acres	\$	\$
2001AF	Lodgepole Salv 1	80	Acres	\$	\$
2001AG	Mill Salv 2	9	Acres	\$	\$
2001AH	Mint 151	16	Acres	\$	\$
2001AJ	Mint 152	6	Acres	\$	\$
2001AK	Mint 153	13	Acres	\$	\$
2001AL	Mint 155	10	Acres	\$	\$
2001AM	Mint 156	8	Acres	\$	\$
2001AN	Mint 157	15	Acres	\$	\$
2001AO	Mint 158	5	Acres	\$	\$
2001AP	Mint 38	23	Acres	\$	\$
2001AQ	Mint 39	107	Acres	\$	\$
2001AR	Perry 3	10	Acres	\$	\$
2001AS	Perry 6	49	Acres	\$	\$
2001AT	Perry 9	10	Acres	\$	\$
2001AU	Ramsey 6	57	Acres	\$	\$
2001AV	Scout 1	52	Acres	\$	\$
2001AW	Silver 1	69	Acres	\$	\$
2001AX	South Fivemile 76	9	Acres	\$	\$
2001AY	South Fivemile 77	8	Acres	\$	\$
2001AZ	South Fivemile 82	8	Acres	\$	\$
2001BA	South Fivemile 83	35	Acres	\$	\$
2001BB	South Fivemile 98	20	Acres	\$	\$
2001BC	TDW 124	72	Acres	\$	\$
2001BD	Touchdown 1	13	Acres	\$	\$
2001BE	Touchdown 2	17	Acres	\$	\$
2001BF	Touchdown 5	21	Acres	\$	\$
2001BG	Touchdown 6	21	Acres	\$	\$
2001BH	Touchdown 8	72	Acres	\$	\$
2001BJ	Touchdown 9	23	Acres	\$	\$
2001BK	Touchdown 10	47	Acres	\$	\$
2001BL	Touchdown 12	34	Acres	\$	\$
Total Acres		1,071	Total Amount		\$

Option Items #3001: Optional Mechanical Piling

Sub Item No.	Description	Unit Quantity	Unit of Measure	Unit Price	Unit Amount
3001AA	Bottle Prairie 1	37	Acres	\$	
3001AB	Bottle Prairie 2	18	Acres	\$	\$
3001AC	End 4	34	Acres	\$	\$
3001AD	End 11	43	Acres	\$	\$
3001AE	Lodgepole Salv 1	80	Acres	\$	\$
3001AF	Perry 3	10	Acres	\$	\$
3001AG	Perry 6	49	Acres	\$	\$
3001AH	Perry 9	10	Acres	\$	\$
3001AJ	Ramsey 6	57	Acres	\$	\$
3001AK	Silver 1	69	Acres	\$	\$
3001AL	South Fivemile 76	9	Acres	\$	\$
3001AM	South Fivemile 77	8	Acres	\$	\$
3001AN	South Fivemile 82	8	Acres	\$	\$
3001AO	Touchdown 1	13	Acres	\$	\$
3001AP	Touchdown 2	17	Acres	\$	\$
3001AQ	Touchdown 5	21	Acres	\$	\$
3001AR	Touchdown 6	21	Acres	\$	\$
3001AS	Touchdown 8	72	Acres	\$	\$
3001AT	Touchdown 9	23	Acres	\$	\$
3001AU	Touchdown 10	47	Acres	\$	\$
3001AV	Touchdown 12	34	Acres	\$	\$
Total Acres		680	Total Amount		\$

AC=ACRE**LS = LUMP SUM****B.2 SUMMARY OF PRICES**

Total Amount (Base Items #1 – 508 Acres): \$ _____

Total Amount (Base Items #2 – 432 Acres): \$ _____

Total Amount (Option Items #3 – 1,071 Acres): \$ _____

Total Amount (Option Items #4 – 680 Acres): \$ _____

Total Price (All Items): \$ _____

B.3 NOTES:

- a) *Mobilization1. Price line-item number 0001AA is a lump sum, firm fixed price (FFP) manner. This requires your company to determine the total mobilization cost required to complete all Base Items #1 and Base Items #2 as required by the Schedule of Items and associated specifications.*
- b) *Mobilization2. Price line-item number 2001AA is a lump sum, firm fixed price (FFP) manner. This requires your company to determine the total mobilization cost required to complete all Option Items #2001 and Option Items #3001 as required by the Schedule of Items and associated specifications.*
- c) *Items labeled as optional are not required to be exercised by the government. If exercised, the contractor will be required to perform the optional work in accordance with the terms and conditions of this contract.*
- d) *This project is being solicited in accordance with Simplified Acquisition Procedures (SAP) outlined in FAR 13.5 – Simplified Procedures for Certain Commercial Items. The contracting officer reasonably expects, based on the nature of these services sought, and on market research, that Quotes will only include commercial services.*
- e) *One award will be made from this solicitation, contractors must submit pricing for all items.*
- f) *For technical information, directions, or specification questions, contact: Lancaster, Richard - FS, OR, Contracting Officer Representative (COR) richard.lancaster@usda.gov (541)-467-5130*
- g) *For the contract information, directions, or specification questions, contact: Arlene “Kay” Steffey, Contracting Officer (CO) arlene.steffey@usda.gov (208)-484-4622*

(vi) Description of Requirement (including a list of any attachments)**C.1 SCOPE OF CONTRACT**

This portion of the solicitation requires a mandatory reduction in fuel loading on approximately 940 acres by piling activity created slash (432 acres) and mastication of live vegetative materials (508 acres). Depending on availability of funds, up to an additional 1,751 acres in optional work may be awarded. Piling would occur with a “lift and pile” mechanism rather than a “push and pile” mechanism. Work shall be performed on slopes up to 30 percent.

- (a) The objective is to reduce the slash layer to a depth of 2 to 6 inches, and to eliminate vegetative competition of brush and small diameter saplings through mechanical mastication. Logs greater than 18 inches in diameter will be left in place.

- (b) All slash, as defined in C.4, will be piled. Activity slash will be a result of hand thinning up to 12" DBH material, on a 20'x20' spacing, cutting boles to 6' lengths.
- (c) The contractor shall furnish all equipment, fuel, maintenance, labor, supervision, transportation, materials, tools, supplies, and incidentals necessary to perform the job.

C.2 EQUIPMENT REQUIREMENTS

1. Equipment shall be furnished on a fully operational basis and in good operating condition, with a competent, qualified operator. The Contractor shall provide operators that have sufficient skill and experience to perform properly and efficiently the work assigned to them. The Contractor, upon written request from the Contracting Officer (CO), shall immediately remove any operator, who in the opinion of the CO does not perform their work in a proper and skillful manner.
2. Equipment must be track-mounted, capable of piling logging slash and masticating live vegetation, and meet the following specifications:
 - (a) Capable of reaching 20 feet from center of machine.
 - (b) Ground pressure not to exceed 10 pounds per square inch (psi).
 - (c) Climbing ability up to 30 percent slope.
 - (d) Pivot – Operator cab, engine and arm shall be able to swing 360 degrees while the track remains stationary.
 - (e) Piling machine shall be equipped with a bucket and thumb or articulating brush grapple mechanism.
 - (f) Piling machine shall be capable of picking up woody debris from 1 inch by 3 feet to 18 inches by 20 feet.
 - (g) Equipment shall be free of fluid leaks and have hoses and hydraulics in good operating condition.
 - (h) The cab/canopy shall be firmly secured to the machine and free of broken glass.
3. Equipment Transportation
 - (a) The Contractor shall provide transportation of all equipment to and between all project areas.
4. Equipment Cleaning
 - (a) Contractor shall not move any "Off-Road Equipment", which last operated in an area that is infested with one or more invasive species of concern onto Project Area without having first taken reasonable measures to make each such piece of equipment free of soil, seeds, vegetative matter, or other debris that could contain or hold seeds. Contractor shall identify the location of the equipment's most recent operations. If the prior location of the Off-Road Equipment cannot be identified, Forest Service will assume that it is infested with seeds of invasive species of concern. In addition, prior to moving Off-Road Equipment from an area on this contract that is shown on Project Area Map to be infested with invasive species of concern to any other area that is indicated on Project Area Map as being free of invasive species of concern, Contractor shall again take reasonable measures to make each such piece of equipment free of soil, seeds, vegetative

matter, or other debris that could contain or hold seeds.

- (b) Contractor must advise Forest Service of measures taken to clean Off-Road Equipment and arrange for Forest Service inspection prior to such equipment being placed in service or moved from areas infested with invasive species of concern to areas that are free of such invasive species. Forest Service shall have 2 days, excluding weekends and Federal holidays, to inspect equipment after it has been made available for inspection. After Forest Service inspection, the Contractor may proceed with operations. Reasonable measures shall not require the disassembly of equipment components or use of any specialized inspection tools. Equipment shall be considered free of soil, seeds, and other such debris when a visual inspection does not disclose such material.
- (c) Off-Road Equipment” includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.
- (d) If Contractor desires to clean Off-Road Equipment on National Forest land, such as at the end of a project or prior to moving to a new area that is free of invasive species of concern, Contractor and Forest Service shall agree on locations for the cleaning and control of off-site impacts, if any.

C.3 PILING and MASTICATION SPECIFICATIONS

A. Definitions

1. Slash is all vegetative material that meets the following size criteria: 1 inch to 18 inches diameter on the large end. This may include, but not limited to, chunks, broken tops, limbs, branches, rotten wood, brush, damaged or destroyed reproduction, saplings, or poles that have been created or disturbed by any type of vegetative cutting or clearing.
2. Logs greater than 18 inches in diameter will be left in place. If this material must be moved for piling purposes logs must be returned to the approximate location.
3. Thinning - The cutting of trees more than those to be left for timber stand management.
4. Spacing - The horizontal distance from the center of one leave tree to the center of the next nearest leave tree.
5. Average Spacing - The average distance between all leave trees necessary to provide the desired number of leave trees per acre.
6. DBH (Diameter Breast Height) - Diameter of the trunk bole measured at a point 4 ½ feet above the ground level on the uphill side of the tree.
7. Excess Tress - A tree which the contractor, contrary to the specifications, has left uncut; has not completely severed from the stump; or left with a stump exceeding the specified maximum height.
8. Fuel Break - An area within a thinned unit where thinning slash is removed or treated in order to reduce spread of fire to adjacent areas.
9. Buffer Zone - An area within a thinning unit in which special cutting methods are required, in accordance with Technical Specifications and as shown on Project Maps.
10. Piling - Gathering and stacking of thinning slash into piles constructed and located as

indicated by technical specifications and project maps.

11. Tree Species – Ponderosa Pine (PP), Oregon white oak (OWO), Douglas-fir (DF), Grand fir (GF), Pacific Silver fir (PSF), Western Hemlock (WH), Mountain Hemlock (MH), Western White pine (WWP), Lodgepole pine (LP), Western Larch (WL), and Western Redcedar (WRC).

B. Slash to be Piled

1. Slash, as described in Paragraph above, will be piled. The quantity to be piled will be determined by the specifications listed in Scope of Contract.

C. Location of Piles

1. Piles shall be located so that burning will not cause damage to snags or standing green trees, unless otherwise approved by the Forest Service. This will mean that all piles are constructed outside the drip line of leave trees, or at least 10 feet away from the bowl of any live or dead tree. Piles will be at least 100 feet away from any structure, powerline, or utility box.
2. Piles will be located on the flattest surface available, away from stumps or large down logs. All piled material must be out from under the drip line of leave trees. Piles built on a slope shall run with the slope to prevent rolling.
3. No piling within 100 feet of existing trails or within designated riparian areas.
4. Slash piles shall not be located at the bottom of draws that carry water during periods of surface runoff.

D. Construction and Size of Piles

1. Grapple piles shall be compact and not constructed on any stumps, logs, or rocks. No covering is required on grapple piles. No large down woody material 18” or greater at small end diameter. Piling process shall in no way damage or kill existing leave trees.
2. Minimum pile size will be 10 feet wide by 10 feet tall. Piles should be as tall as they are wide.

E. Mastication

1. Masticate all vegetation less than 25 feet tall and
2. Masticate all live material up to 6 inches DBH.

C.4 OTHER SPECIFICATIONS

- A. No operations from March 1 through July 15 in the following units: End 11, End 12, Pollywog 65, Pollywog 66, Pollywog 461, Pollywog 595, South Fivemile 76, South Fivemile 77, South Fivemile 80, South Fivemile 82, South Fivemile 91.

- B. Water baring and/or other erosion control devices removed or altered for the convenience of the Contractor shall be rebuilt and inspected prior to the final closing of this contract.
- C. Berms, guard rails, or any road barrier removed or altered for the convenience of the Contractor shall be rebuilt and inspected prior to the final closing of this contract.
- D. Equipment Operating Restrictions
 - 1. Tracked equipment will limit number of pivots. Where feasible, limit equipment to two passes on any piece of ground and prioritize travel down the fall line and perpendicular to the slope.
 - 2. Fueling of equipment will occur at least 150 feet from any water source.
 - 3. Project work may be done at any time during the term of the contract, except under the following conditions:
 - (a) Weather predictions indicate a hazardous fire condition warranting curtailment of operations, as specified elsewhere in this contract.
 - (b) When soil moisture conditions create excessive risk of damage to the soil.
- E. Final Cleanup

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

C.5 PROTECTION OF OTHER RESOURCES

- A. Equipment shall not be permitted to cross stream courses, seasonally wet areas, or other non-work areas except at places designated by the COR.
- B. Equipment shall avoid designated riparian areas. Riparian areas will be delineated on unit maps.
- C. Large woody debris materials 18 inches in diameter on the small end and over will be left undisturbed in its' bed, if possible. Slash that is on top of rotten logs will be piled so as to cause as little disturbance to the log as possible.
- D. The Contractor shall be held liable and will be responsible for any damages caused by their personnel and/or equipment to existing structures or other improvements. Repairs to these structures and improvements shall be at the Contractor's expense, at no additional cost to the Government, and shall be accomplished in a timely manner. Examples of structures and improvements are, but not limited to: guard rails, fences and gates, roads and spurs, firelines, waterbars and berms, posted monuments and corners.

- E. No steel tracked equipment on asphalt or similar roads. The use of an approved matting material over asphalt may be authorized to load/unload equipment if a suitable location is not available. The COR will approve material and location.
- F. Vehicles used for transporting equipment, personnel, and/or supplies will be restricted to established roads and landings.
- G. Residual leave trees shall not be damaged during these operations. If a leave tree is unavoidably damaged, the Contractor shall notify the COR who will determine the disposition of the tree.
- H. Activities within a unit shall not damage trees or other vegetation outside the perimeter of the unit.
- I. If any cultural or archaeological sites are discovered by the Contractor and/or the Forest Service during operations of this contract, work will be suspended in the immediate vicinity of such site until the Forest Archaeologist completes a reconnaissance survey.

C.6 SAFETY PLAN

The quoter shall submit a safety plan for the activities involved that is consistent with state OSHA regulations.

C.7 REQUIRED SUBMITTALS

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

Submittal Title	Submittal Due	Submit to
OR State L&I Farm Labor License	Submit with Quote Package	CO
Dept. Of Labor MSPA info.	Submit with Quote Package	CO
Schedule of Work	Submit with Quote Package	CO
Quality Control Plan	Submit with Quote Package	CO
List of Equipment	Submit with Quote Package	CO
Schedule of Items with pricing	Submit with Quote Package	CO
Generalized Work Safety Plan	Submit with Quote Package	CO
Fire Plan / Camping Permit	Prior to NTP (as needed)	COR
Copy of Required Insurance coverage	Prior to NTP	CO
Approval of Subcontracting	Prior to Subcontract start	CO
Contract Release	Prior to final payment	CO

CO = Contracting Officer

COR = Contracting Officers Representative

NTP = Notice to Proceed

C.8 LIST OF ATTACHMENTS

Attachment No.	Description	Total Pages
1.	Project Map: SouthFivemileMechFuelsContractMap	1
2	Project Map: SouthFivemileMechFuelsVicinityMap	1
3	Fire Protection and Suppression	6
4	Fire Plan	3
5	Camping Permit	2
6	Experience Questionnaire	2
7	Wage Determination 2015-5583 rev 21 date 12/27/2022	11

D.1 PACKAGING AND MARKING

Contractor must include the Solicitation number on all correspondence, until an award has been determined.

E.1 INSPECTION AND GOVERNMENT VERIFICATION

A. Inspection Procedure

1. The Contractor or Contractors' Representative shall make periodic inspections of the mastication that has been completed and record the results on inspection cards furnished by the government and shall take corrective action, if necessary. These cards shall be given to the Forest Service on request.

B. Government Verification

The COR or Inspector will inspect each unit to ensure that the following conditions are contractually met:

1. No damage to residual leave trees
2. No additional soil disturbance
3. Slash bed depth and competing vegetation removed.
4. Size and construction of piles

C. Inspection Procedures

1. The inspections shall be made by a series of walk-through tours of the treatment areas to see if the required results are being met. The Contractor and/or Operator are welcome to join the COR or the Inspector on these visits. If the Contractor/Operator does not wish to join in the inspection procedure, he/she will be informed of the results of the inspection.
2. The COR or Inspector will inspect for compliance with specifications on project sites reported as completed by the Contractor. Inspector will verify that the slash bed has been reduced to levels specified in the contract (See SCOPE OF CONTRACT)
3. Units which exceed the maximum slash bed depth of 6 inches will require rework before the unit will be accepted as completed.
4. Nonconformance with any one of the contract specifications will classify the area as unsatisfactory and rework will be required to bring the area up to standard.
5. Equipment will be inspected at the time it is delivered to the work site.

Equipment that does not meet the contract specifications and requirements, as described in C.2, shall be rejected. Equipment found to be out of compliance during the course of the contract will also be rejected.

6. If equipment is rejected or becomes inoperative, the Contractor will be notified in writing to correct the deficiencies or furnish replacement equipment meeting specifications within 4 calendar days.
7. All repairs made to equipment shall be made and paid for by the Contractor. Repairs shall be made promptly, and equipment returned to use within the time specified (4 calendar days). In lieu of repairing equipment, the Contractor may furnish similar replacement equipment within the time specified.

D. Reinspection Upon Contractor Request

If the original inspection results are unacceptable to the Contractor, a reinspection may be requested. Requests for inspection shall be made in writing within 5 days after receipt of initial inspection results. The same inspection procedure will be used.

Only one reinspection will be made by the Government.

1. If reinspection confirms that rework is required, the Contractor shall pay for the actual cost of reinspection.
2. If reinspection indicates that no rework is required, the Forest Service shall pay for the actual cost of reinspection.

(vii) Date(s) and Place(s) of Delivery and Acceptance/Location

The location of the worksites is shown on Vicinity and Project Maps. A full map of the Barlow and Hood River Ranger Districts, with project units marked thereof, can be provided to the contractor at the prework conference upon request.

AGAR 452.211-75 EFFECTIVE PERIOD OF CONTRACT (FEB 1988)

The effective period of this contract is from the time of contract award through December 31, 2024.

PERIOD OF PERFORMANCE

- A. Contract time will start on the effective date of the Notice to Proceed. Work shall begin no later than 5 calendar days after the effective date of the Notice to Proceed. The Contractor shall maintain progress at a rate that will assure completion within the contract time indicated below.

Items No.	Estimated Beginning Date	Contract Time (Calendar Days)
1 and 2	June 12, 2023	120
3 and 4	June 1, 2024	150 (additional)

B. Shutdown

It is estimated that adverse weather or other conditions may prevent access to work sites or performance to specifications. When such conditions make work impracticable, and upon written request by the Contractor, the Contracting Officer may authorize a total shutdown with no charge against contract time until work can resume.

RATE OF PROGRESS

Work for each item shall be completed within the number of calendar days specified above, following the effective date of the Notice to Proceed. The Contractor shall maintain a daily average rate of progress equal to or greater than the rate established by dividing the total item quantity by the number of performance days allotted for that item.

Example: 1000 acres divided by 200 days = 5 Acres/Day Progress Rate

The Contractor will keep the Forest Service informed of the unit that is being presently treated. Each unit started must be finished before moving to another unit to begin work.

Accessibility

(a) The project areas may be reached by Forest roads. The Forest Service assumes no obligation to plow snow or perform special maintenance to keep roads open. Roads shown on unit maps indicate access to units and are not to suggest the roads are open within units or for any further travel.

Boundaries

(a) This contract will utilize discernable and digital boundaries. Discernable boundaries are readily identifiable on the ground, such as roads. A digital boundary will be provided by the Forest Service for use in the Avenza Mapping App for smartphones and tablets. A GIS shapefile may be provided upon request, to be used in equipment computer processors. Boundaries along sensitive features, such as Wilderness and Inventoried Roadless Areas will be marked with black and orange flagging. Special areas of concern or leave areas that will need to be avoided may be found in the unit boundary. These areas will be identified prior to operation.

(b) Acceptable tolerance for digital boundaries is +/- 20 feet

(viii) 52.212-1 Instructions to Offerors – Commercial Products and Commercial Services (NOV 2021) (Provision)

Addenda to Provision 52.212-1 paragraph (b) Submission of Quotes:

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

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

EVALUATION FACTORS

Each offeror's proposal will be evaluated for factors listed below. Where past performance evaluations and other factors are determined to be substantially equal, cost may control award.

TECHNICAL PROPOSAL:

Factor #1 – Project Management: The quote will be evaluated on project management criterion.

1. Key personnel and planned subcontractors.
2. Evidence of understanding the project requirements.
3. Project coordination including plans for communication between the Forest Service, Contractor, and Subcontractors, management of working relationships, and effectiveness of the communication plan.

Factor #2 – Technical Approach:

1. Submit your company's Quality Control Plan (QCP) and how it will be maintained to ensure a quality service is delivered (refer to Section C, Paragraph C.7).
2. Submit your company's Safety Plan and how it will be implemented (refer to Section C, Paragraph C.6).
3. Submit a Project Schedule that aligns with the required period of performance (Refer to Section C, Paragraph C.7).
4. Other resources planned for use on the project (including equipment), and how realistic that plan is given concurrent obligations. (Refer to Section C, Paragraph C.2).

Factor #3 – Relevant Past Performance: The offeror will be evaluated on performance relative to experience on similar projects and types of work over the **past three (3) years (2020, 2021, 2022)**. Information to submit:

- Project Name, \$ Value, and Brief Scope of Work
- Name of Local, State, or Federal Customer
- POC Name, Telephone #, E-mail for Each Contract

- Successes Experienced on the Contract

Factor #4 – Price

a) **BUSINESS PROPOSAL** (Submit the following pages from the RFQ):

- Page 1: SF-1449
- Schedule of Items with price

b) 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

- Fill in the check boxes for provisions 52.204-24 found in paragraph x of this solicitation and include a copy with your quote.

c) 52.212-3 Offeror Representations and Certifications – Commercial Items

- Fill out and submit for provisions 52.212-3 found in paragraph x of this solicitation and include a copy with your quote.

d) Employment of Eligible Workers – Workforce Certification

- Fill in the check boxes for provisions Employment of Eligible Workers-Workforce Certification. found in paragraph x of this solicitation and include a copy with your quote.

3) Submit quotes by email to arlene.steffey@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 quoter's responsibility to confirm receipt of the solicitation from Arlene "Kay" Steffey arlene.steffey@usda.gov

4) Address questions about this solicitation to Arlene "Kay" Steffey at arlene.steffey@usda.gov

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

(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 Quotes:

Technical
Past Performance
Price

Price is approximately equal to all technical factors combined. It is the Government's intent to determine reasonableness and the offeror(s) understanding of the work and the ability to

perform the contract. The Government may issue award without entering discussions or conduct discussions to clarify as necessary. Each initial offer should contain the offeror's best terms and must speak directly to the evaluation factors listed. Failure to respond to all evaluation criteria will result in the contractor not being evaluated for award.

(b) *Options*. The Government will evaluate Quotes 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.

(x) Representations and Certifications (complete highlighted items in this section and return with your offer)

VENDOR NAME: _____

VENDOR UEI: _____

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

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 (DEC 2022) (DEVIATION DEC 2022) (Provision)

[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 [REDACTED].

[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 (Provision)

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.

SIGNATURE:	DATE:
PRINTED NAME:	TITLE:

(xi) 52.212-4 Contract Terms and Conditions – Commercial Products and Commercial Services (DEC 2022) (DEVIATION 2017-1)

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

(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. 4655).
- ☐ (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)).**(DEVIATION DEC 2022)**
- ☐ (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 (Dec 2022) (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 (DEC 2022) (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), Public Law. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
 - ☐ (ii) Alternate I [Reserved]
 - ☐ (iii) Alternate II (Dec 2022) of 52.225-3.
 - ☐ (iv) Alternate III (Jan 2021) of 52.225-3.
 - ☐ (v) Alternate IV (Oct 2022) of 52.225-3.
- ☒ (51) 52.225-5, Trade Agreements (Dec 2022) (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. Subtitle A, Part V, Subpart G 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.3805).
- ☐ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C.4505, 10 U.S.C.3805).
- ☒ (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
WG-5 (Non-Supervisory Step 2)	\$24.56 (Wage Only)
WG-6 (Non-Supervisory Step 2)	\$26.13 (Wage Only)
WG-7 (Supervisory Step 3)	\$28.81 (Wage Only)

- ☒ (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. Subtitle A, Part V, Subpart G 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.

(xiii) Additional Requirements/Terms and Conditions:

Clauses:

52.203-3 Gratuities (APR 1984)

52.203-16 Preventing Personal Conflicts of Interest (JUN 2020)

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)

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

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

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a)The Government may extend the term of this contract by written notice to the Contractor within *30 days*; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 daysbefore the contract expires. The preliminary notice does not commit the Government to an extension.

(b)If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c)The total duration of this contract, including the exercise of any options under this clause, shall not exceed *two (2) years*.

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)

52.242-17 Government Delay of Work (APR 1984)

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)

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

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 deobligation. 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 deobligation. 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.

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.
 - 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.
 - An overnight absence from the migrant workers permanent place of residence is required.
 - 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). 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

- 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.
- 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

- 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).
- Before a worker begins operating equipment, the contractor shall train the workers on the safe operation and use of the equipment
- 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
- 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.

- 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> or OSHA 3151-12R 2003 Personnel Protective Equipment Booklet. The booklet can be found at <https://www.osha.gov/Publications/osh3151.pdf>.

Manual Logging and Forestry Related activities:

<https://www.osha.gov/SLTC/etools/logging/manual/logger/personal Equip.html>

General Machine and Vehicles Logging and Forestry Related activities:

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

3. 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.

6. 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.

7. 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.

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

- 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.
- Damaging or removing any natural feature or other property of the Forest Service is prohibited.
- Servicing of equipment in the campsite is not permissible unless the campsite is within the project area.
- 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.
- Provide an adequate and convenient potable water supply in each camp for drinking and cooking purposes.
- Provide adequate toilet facilities and toilet paper for the capacity of the camp. Service and maintain facilities in a sanitary condition.
- Collect, store, and dispose of garbage in a manner to discourage rodent access, minimize attraction of flies, and prevent scattering by wind
- 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:

- Gauze pads (at least 4x4 inches)
- Two large gauze pads (at least 8x10 inches)
- Box adhesive bandages (such as band-aids)
- One package of gauze roller bandage (at least 2-inches in width)
- Two triangular bandages
- Scissors

- At least one blanket
 - Tweezers
 - Adhesive tape
 - Medical gloves, (latex or non-latex equivalent), and
 - Resuscitation device such as resuscitation bag, airway, or pocket mask.
- Wash laundry in such a way that washing and rinsing will not pollute lakes, streams, or other flowing water.
 - Dispose waste water away from living and eating areas and in such a way that minimizes pollution to lakes, streams, and other flowing water.
 - 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.
 - 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.

Provisions:

52.204-7 System for Award Management (OCT 2018)

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

52.217-5 Evaluation of Options. (July 1990)

Except when it is determined in accordance with FAR [17.206\(b\)](#) not to be in the Government's best interests, the Government will evaluate Quotes for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

52.223-1 Biobased Product Certification (MAY 2012)

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)

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

(xiv) Defense Priorities and Allocation System (DPAS) Rating: N/A








(xv) Date, Time, and Place Quotes are due

April 13, 2023 by 1200PM PST email to A "Kay" Steffey arlene.steffey@usda.gov

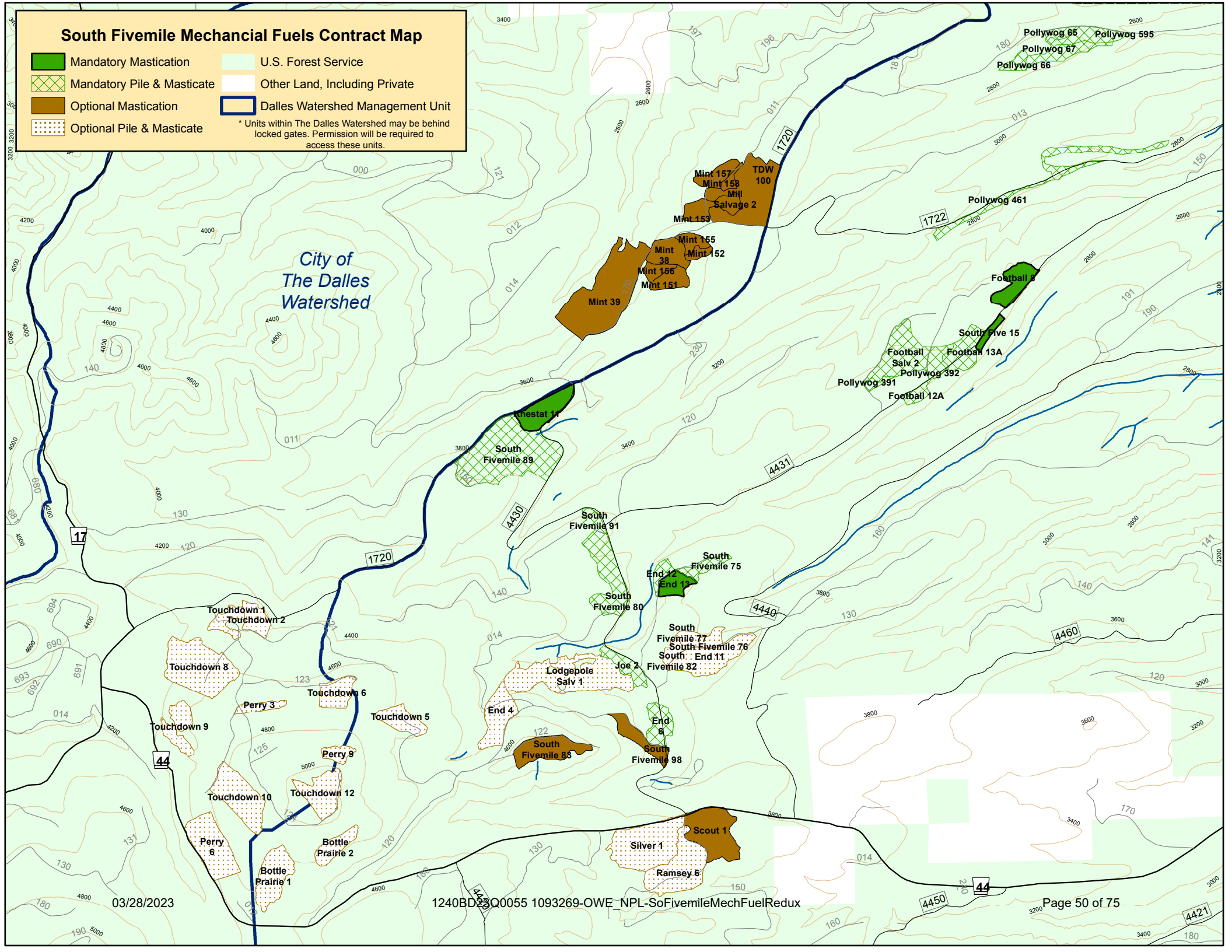
(xvi) Government Point of Contact

Address questions about this solicitation to Arlene "Kay" Steffey at arlene.steffey@usda.gov

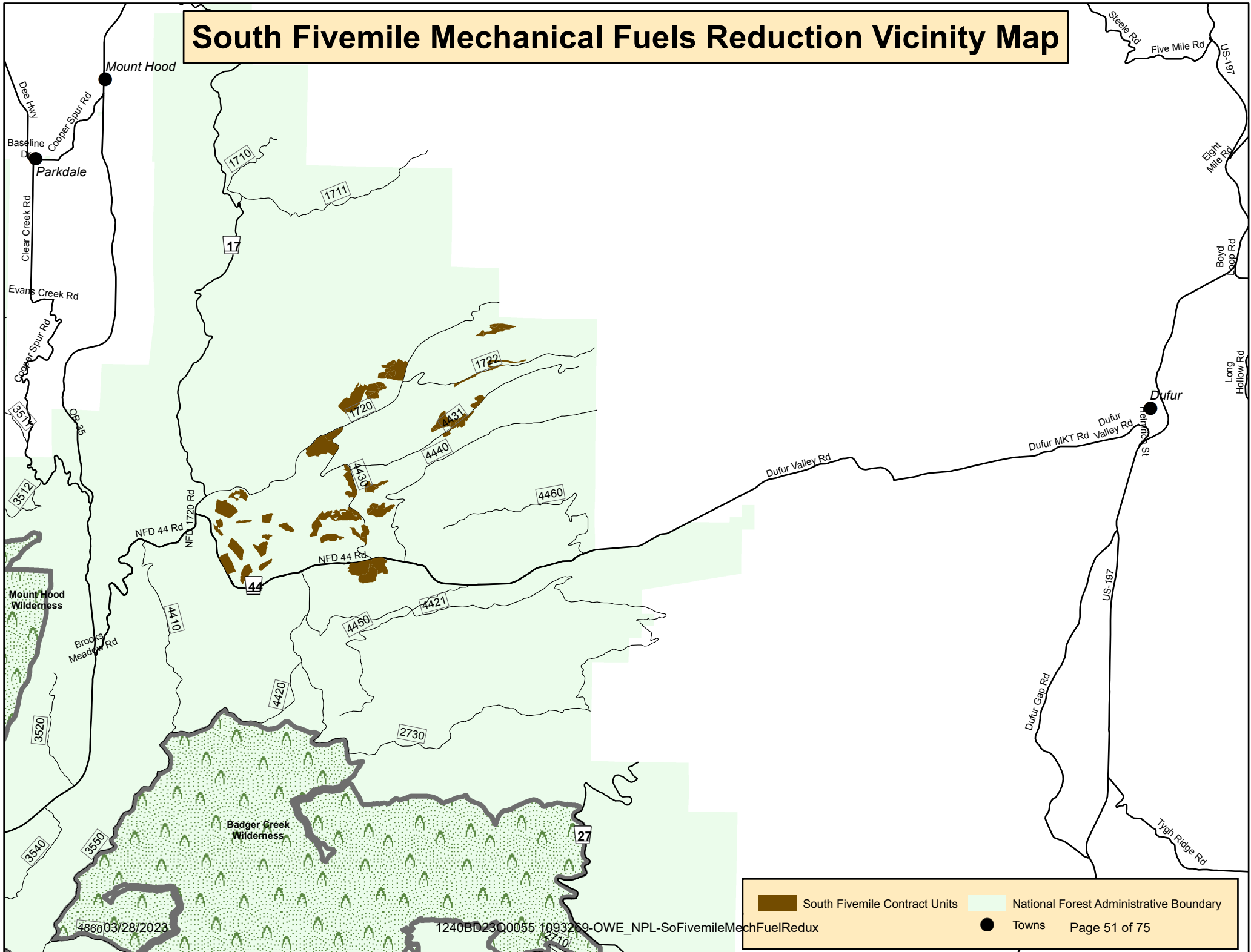
South Fivemile Mechanical Fuels Contract Map

-  Mandatory Mastication
-  Mandatory Pile & Masticate
-  Optional Mastication
-  Optional Pile & Masticate
-  U.S. Forest Service
-  Other Land, Including Private
-  Dalles Watershed Management Unit

* Units within The Dalles Watershed may be behind locked gates. Permission will be required to access these units.



South Fivemile Mechanical Fuels Reduction Vicinity Map



**USDA FOREST SERVICE
PACIFIC NORTHWEST REGION
FIRE PROTECTION AND SUPPRESSION**

1. Fire Period and Closed Season

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

2. Fire Plan

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

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

3. Substitute Measures

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

4. Emergency Measures

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

5. Fire Control

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

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

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

6. Compliance with State Forest Laws

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

7. Fire Precautions

Specific fire precautionary measures are as follows:

a. Smoking and Open Fires

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

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

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

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

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

c. Power Saws

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

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d. Extinguishers

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

e. Spark Arresters and Mufflers

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

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

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

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

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

f. Emergency Fire Precautions

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

INDUSTRIAL FIRE PRECAUTIONS SCHEDULE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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8. Fire Tools

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

- a. 2 axes or Pulaskis with a 32-inch handle;
- b. 3 adze eye hoes. One Pulaski may be substituted for 1 adze eye hoe;
- c. 3 long-handled, round point shovels, size "0" or larger.

9. Fire Security

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

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

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

10. Blasting

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

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

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USDA Forest Service – Region 6

FIRE PLAN

(For use with Forms R6-FS-6300-52)
R6-FS-6300-53 and R6-FS-6300-54

 Contractor

 Contractor Number

 Project Name

 Contract Performance Period
Contractor's Representative for Fire MattersNameTitleTelephone NumberOfficeResidence

Contracting Officer's RepresentativeNameTitleTelephone NumberOfficeResidence

Forest Service Inspector(s)NameTitleTelephone NumberOfficeResidence

Action by Contractor

The Contractor shall take all reasonable and practical action to prevent and suppress fires in the project area. The Contractor shall take suppression action immediately upon discovery of or becoming aware of such fires.

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Action by Forest Service

The Forest Service may counsel with the Contractor on suppression action and will, when necessary, supplement the Contractor's efforts by furnishing personnel and equipment not available to the Contractor. In the event that a fire is not suppressed by the Contractor and will require appreciable reinforcements, the Forest Service may take over suppression of the fire and may employ the Contractor's personnel and equipment.

Fire Prevention and Suppression

Predicted fire precautions class may be obtained from the following local sources:

The Contractor has employed or designated the following named individual(s) as fireguard, whose duty is the detection and suppression of fires.

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	
		<u>Office</u>	<u>Residence</u>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>

Contractor will [], will not [], permit employees to smoke while in the project area. Open fires will [], will not [], be permitted by the Contractor. Although these activities may be permitted by the contractor, it is understood that neither shall be allowed without being authorized in writing by the Contracting Officer's Representative.

Fires shall be reported to one of the following Forest Service employees:

<u>Name</u>	<u>Address or Location</u>	<u>Telephone Number</u>	
		<u>Office</u>	<u>Residence</u>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>

Contractor's Employees Processing Special Fires Qualifications

<u>Name</u>	<u>Best Fire Assignment</u>	<u>Other Qualifications</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

Total number of employees who could perform firefighting duties

<u>Description, Type, Make, Model, Size</u>	<u>Number</u>	
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
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Joint Preparation of this fire plan is acknowledged:

Contractor or Designated Representative

Contracting Officer's Representative

Date

Date

UNITED STATES OF AMERICA
FOREST SERVICE
CAMPING PERMIT PROVISIONS FOR LABOR INTENSIVE CONTRACTS

Contract Number: _____ Project Name: _____,

This permit may be issued separately or be made part of solicitation for labor intensive work to be performed on National Forest Lands in accordance with the MEMORANDUM OF UNDERSTANDING between the U.S. Department of Labor, Wage & Hour Division and the U. S. Department of Agriculture, Forest Service for Regions 5, 6, 10 and specific areas identified within Regions 1 and 4.

PERMISSION is hereby granted to _____,
Contractor Name(s)

of _____, hereinafter called the
Address

permittee, to camp, subject to the conditions set out below, on the following National Forest lands:

_____ National Forest, Region 6,

_____ Ranger District. (location of specific camping area)

1. Occupancy and use under this permit shall begin _____ (Date), and end when the contract is terminated or completed.
2. Every structure used as shelter shall provide protection from the elements. Where heat adequate for weather conditions is not provided, other arrangements should be made to protect workers from the cold. Firewood may be cut only after obtaining a District Firewood Permit.
3. The campsite will not encroach beyond the boundaries designated by the Forest Service. No camp area shall be located within 100 feet of any open water (lake, stream, pond, etc.). No camping shall be permitted within developed recreation sites or along primary recreation roads.
4. The campsite shall have a clean appearance at all times.
5. Upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within 10 calendar days all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all structures or improvements within the 10 calendar days, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and restoration of the site.
6. Unless otherwise designated by the Contracting Officer, the use of this area is not exclusive and may be granted to other Permittees or recreating public. Disorderly conduct is not permitted.
7. Damaging or removing any natural feature or other property of the Forest Service is prohibited.
8. Servicing of equipment in the campsite is not permitted, unless the campsite is within the project area.
9. Sanitary facilities shall be provided for storing food. Ice chests or coolers, with ice supply made from potable water replenished as necessary, will meet the requirement for storage of perishable food items.
10. An adequate and convenient potable water supply, approved by the appropriate health authority, shall be provided in each camp for drinking and cooking purposes. As an alternative, commercial bottled water may be used.

11. Toilet and hand washing facilities adequate for the capacity of the camp, at not less than a 1:15 ratio, shall be provided and supplied with adequate toilet paper and hand soap, respectively. Such facilities shall be maintained in a sanitary condition. The toilet must be contained and pumped based on the use. It must be placed away from streams.
12. Fly-tight, rodent-tight, impervious, cleanable or single service containers shall be provided and used for the storage of garbage. Such containers shall be kept clean and emptied when full.
13. Basic first aid supplies shall be maintained, available and under the charge of a person trained to administer first aid.
14. A laundry tray or tub for every 30 workers shall be provided or transportation, at least weekly, to a commercial laundromat shall be provided for all workers.
15. No waste water may be dumped on the ground. (Waste water is all domestic used water other than from toilets.)
16. The permittee shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the Forest Service.
17. The permittee must comply with the following fire regulations:
 - A. A shovel, axe or pulaski, 10-quart pail which is full of water for immediate use, and a fire extinguisher with an Underwriters Laboratory (UL) rating of at least 5 B, C are required during the fire season.
 - B. All fire rings or outside fireplaces will be approved by a Forest Service representative. The area shall be cleared down to mineral soil for a distance of one foot outside of the ring and it will not have any overhanging material. Fire rings will be dismantled and material dispersed prior to leaving the site.
 - C. All generators and other internal combustion engines shall be equipped with USFS-approved spark arresters and/or factory designed muffler and exhaust system in good working order. They shall be located in a cleared area with the same requirements as in B.
 - D. All fuel storage areas will be approved by a Forest Service representative and be at least 50 feet from flammables.
18. Any violation of these conditions constitutes a Breach of Contract, and may result in revocation of camping approval.
19. The Forest Service reserves the right to terminate this permit at any time.
20. If camping on the Sullivan Lake Ranger District, the Contractor shall take precautions in accordance with the Grizzly Bear Habitat clause in Section H of the contract.
21. Other precautions:

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

(Contractor/Permittee Signature)

(Date Signed)

(District Ranger or COR Signature)

(Date Signed)

USDA – Forest Service EXPERIENCE QUESTIONNAIRE <i>(Ref. FSH 6309.31 and 41 USC 1)</i> INSTRUCTIONS: See Box 13, Remarks, if extra space is needed to answer any questions below. Mark “X” in appropriate boxes.		1. CONTRACTOR NAME, ADDRESS, AND TELEPHONE NO. UEI # _____ E-Mail # _____			
2. SUBMITTED TO <i>(office Name and Address)</i>	3. BUSINESS <input type="checkbox"/> Company <input type="checkbox"/> Co-partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Non-profit Organization		4. How many years do you or your firm have in the line of work contemplated by this solicitation?		
5. How many years’ experience in contracting have you or your business had as a (a) prime contractor ____ and/or (b) sub-contractor ____?					
6. List below the projects your business has completed within the last three years:					
CONTRACT AMOUNT	TYPE OF PROJECT	DATE COMPLETED	NAME, ADDRESS, AND TELEPHONE NO. OF OWNER/PERSON TO CONTACT FOR PROJECT INFORMATION		
7. List below all of your firm’s contractual commitments running concurrently with the work contemplated by this solicitation:					
CONTRACT NUMBER	DOLLAR AMT. OF AWARD	NAME, ADDRESS, AND TELEPHONE NO. OF BUSINESS/GOVERNMENT AGENCY INVOLVED	AWARDED <i>(Units)</i>	PERCENT COMPLETED	DATE CONTRACT COMPLETED
8a. Have you ever failed to complete any work awarded to you? <input type="checkbox"/> Yes <input type="checkbox"/> No 8b. Has work ever been completed by performance bond? <input type="checkbox"/> Yes <input type="checkbox"/> No 8c. If “Yes” to either item 8a or 8b specify location(s) and reason(s) why:					

Previous edition is obsolete

(OVER)

FS-6300-27 (3/00)

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

- a. (1) Minimum number of employees: _____ and Maximum number of employees: _____
b. Are employees regularly on your payroll: ☐ Yes ☐ No
c. Estimate rate of progress below (such as 2.0 acres/man/day)
(1) Minimum progress rate: _____ and (2) maximum progress rate: _____

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

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

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

12. Contractor Inspection, Safety Plan, and Proposed Schedule. **Describe Contractor Self Inspection Procedures which you will use to insure quality for this contract. Please include information on the purchase and use of any bio-based products & materials to be used on this project, a brief safety plan, and your planned schedule of work.**

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

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

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-5583 Revision No.: 21 Date Of Last Revision: 12/27/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: Oregon

Area: Oregon Counties of Hood River, Sherman, Wasco

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.34
01012 - Accounting Clerk II		18.35
01013 - Accounting Clerk III		21.90
01020 - Administrative Assistant		29.34
01035 - Court Reporter		19.88
01041 - Customer Service Representative I		13.67***
01042 - Customer Service Representative II		14.92***
01043 - Customer Service Representative III		16.74
01051 - Data Entry Operator I		13.31***
01052 - Data Entry Operator II		14.52***
01060 - Dispatcher, Motor Vehicle		19.88
01070 - Document Preparation Clerk		14.52***
01090 - Duplicating Machine Operator		14.52***
01111 - General Clerk I		14.12***
01112 - General Clerk II		15.41***
01113 - General Clerk III		17.33

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01120 - Housing Referral Assistant	20.42
01141 - Messenger Courier	16.62
01191 - Order Clerk I	15.61***
01192 - Order Clerk II	17.04
01261 - Personnel Assistant (Employment) I	16.80
01262 - Personnel Assistant (Employment) II	19.59
01263 - Personnel Assistant (Employment) III	20.94
01270 - Production Control Clerk	23.39
01290 - Rental Clerk	16.94
01300 - Scheduler, Maintenance	16.38
01311 - Secretary I	16.38
01312 - Secretary II	18.32
01313 - Secretary III	20.42
01320 - Service Order Dispatcher	17.40
01410 - Supply Technician	29.34
01420 - Survey Worker	19.88
01460 - Switchboard Operator/Receptionist	15.99***
01531 - Travel Clerk I	15.36***
01532 - Travel Clerk II	16.64
01533 - Travel Clerk III	18.08
01611 - Word Processor I	14.52***
01612 - Word Processor II	16.31
01613 - Word Processor III	19.59
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.46
05010 - Automotive Electrician	20.94
05040 - Automotive Glass Installer	19.70
05070 - Automotive Worker	19.70
05110 - Mobile Equipment Servicer	17.15
05130 - Motor Equipment Metal Mechanic	22.18
05160 - Motor Equipment Metal Worker	19.70
05190 - Motor Vehicle Mechanic	22.18
05220 - Motor Vehicle Mechanic Helper	16.04***
05250 - Motor Vehicle Upholstery Worker	18.42
05280 - Motor Vehicle Wrecker	19.70
05310 - Painter, Automotive	20.94
05340 - Radiator Repair Specialist	19.70
05370 - Tire Repairer	17.33
05400 - Transmission Repair Specialist	22.18
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.03***
07041 - Cook I	15.69***
07042 - Cook II	18.02
07070 - Dishwasher	13.57***
07130 - Food Service Worker	13.74***
07210 - Meat Cutter	18.99
07260 - Waiter/Waitress	13.43***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.04
09040 - Furniture Handler	14.04***
09080 - Furniture Refinisher	22.04
09090 - Furniture Refinisher Helper	16.75
09110 - Furniture Repairer, Minor	19.38
09130 - Upholsterer	22.04
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.57***
11060 - Elevator Operator	15.45***
11090 - Gardener	19.09
11122 - Housekeeping Aide	15.45***
11150 - Janitor	15.45***
11210 - Laborer, Grounds Maintenance	14.85***
11240 - Maid or Houseman	13.73***
11260 - Pruner	13.60***
11270 - Tractor Operator	17.72
11330 - Trail Maintenance Worker	14.85***

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11360 - Window Cleaner	16.88
12000 - Health Occupations	
12010 - Ambulance Driver	20.94
12011 - Breath Alcohol Technician	25.61
12012 - Certified Occupational Therapist Assistant	35.14
12015 - Certified Physical Therapist Assistant	35.14
12020 - Dental Assistant	21.44
12025 - Dental Hygienist	40.43
12030 - EKG Technician	38.31
12035 - Electroneurodiagnostic Technologist	38.31
12040 - Emergency Medical Technician	20.94
12071 - Licensed Practical Nurse I	22.89
12072 - Licensed Practical Nurse II	25.61
12073 - Licensed Practical Nurse III	28.55
12100 - Medical Assistant	18.48
12130 - Medical Laboratory Technician	31.14
12160 - Medical Record Clerk	21.90
12190 - Medical Record Technician	24.50
12195 - Medical Transcriptionist	20.35
12210 - Nuclear Medicine Technologist	56.29
12221 - Nursing Assistant I	12.70***
12222 - Nursing Assistant II	14.28***
12223 - Nursing Assistant III	15.58***
12224 - Nursing Assistant IV	17.48
12235 - Optical Dispenser	19.26
12236 - Optical Technician	22.89
12250 - Pharmacy Technician	21.23
12280 - Phlebotomist	18.17
12305 - Radiologic Technologist	37.61
12311 - Registered Nurse I	29.04
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.99
12315 - Registered Nurse III, Anesthetist	42.99
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	31.73
12320 - Substance Abuse Treatment Counselor	22.62
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.00
13012 - Exhibits Specialist II	24.77
13013 - Exhibits Specialist III	28.66
13041 - Illustrator I	18.35
13042 - Illustrator II	22.74
13043 - Illustrator III	27.81
13047 - Librarian	26.14
13050 - Library Aide/Clerk	13.64***
13054 - Library Information Technology Systems Administrator	23.60
13058 - Library Technician	19.29
13061 - Media Specialist I	17.04
13062 - Media Specialist II	19.06
13063 - Media Specialist III	21.24
13071 - Photographer I	15.13***
13072 - Photographer II	16.92
13073 - Photographer III	20.96
13074 - Photographer IV	25.64
13075 - Photographer V	31.02
13090 - Technical Order Library Clerk	17.12
13110 - Video Teleconference Technician	17.33
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.63
14042 - Computer Operator II	21.96
14043 - Computer Operator III	24.48
14044 - Computer Operator IV	27.21
14045 - Computer Operator V	30.13

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14071 - Computer Programmer I	(see 1)	20.15
14072 - Computer Programmer II	(see 1)	24.95
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		19.63
14160 - Personal Computer Support Technician		27.21
14170 - System Support Specialist		32.66
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		31.92
15020 - Aircrew Training Devices Instructor (Rated)		38.61
15030 - Air Crew Training Devices Instructor (Pilot)		46.28
15050 - Computer Based Training Specialist / Instructor		31.92
15060 - Educational Technologist		31.92
15070 - Flight Instructor (Pilot)		46.28
15080 - Graphic Artist		26.48
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		46.28
15086 - Maintenance Test Pilot, Rotary Wing		46.28
15088 - Non-Maintenance Test/Co-Pilot		46.28
15090 - Technical Instructor		25.06
15095 - Technical Instructor/Course Developer		30.66
15110 - Test Proctor		21.53
15120 - Tutor		21.53
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		16.81
16030 - Counter Attendant		16.81
16040 - Dry Cleaner		19.21
16070 - Finisher, Flatwork, Machine		16.81
16090 - Presser, Hand		16.81
16110 - Presser, Machine, Drycleaning		16.81
16130 - Presser, Machine, Shirts		16.81
16160 - Presser, Machine, Wearing Apparel, Laundry		16.81
16190 - Sewing Machine Operator		20.01
16220 - Tailor		20.81
16250 - Washer, Machine		17.61
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		28.32
19040 - Tool And Die Maker		34.86
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.51
21030 - Material Coordinator		23.39
21040 - Material Expediter		23.39
21050 - Material Handling Laborer		14.72***
21071 - Order Filler		16.73
21080 - Production Line Worker (Food Processing)		18.51
21110 - Shipping Packer		17.67
21130 - Shipping/Receiving Clerk		17.67
21140 - Store Worker I		14.98***
21150 - Stock Clerk		19.02
21210 - Tools And Parts Attendant		18.51
21410 - Warehouse Specialist		18.51
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		35.63
23019 - Aircraft Logs and Records Technician		28.10
23021 - Aircraft Mechanic I		33.84
23022 - Aircraft Mechanic II		35.63
23023 - Aircraft Mechanic III		37.54
23040 - Aircraft Mechanic Helper		24.28
23050 - Aircraft, Painter		31.95
23060 - Aircraft Servicer		28.10
23070 - Aircraft Survival Flight Equipment Technician		31.95
23080 - Aircraft Worker		30.05
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		30.05

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I	
23092 - Aircrew Life Support Equipment (ALSE) Mechanic	33.84
II	
23110 - Appliance Mechanic	28.32
23120 - Bicycle Repairer	23.19
23125 - Cable Splicer	51.41
23130 - Carpenter, Maintenance	22.31
23140 - Carpet Layer	26.64
23160 - Electrician, Maintenance	36.84
23181 - Electronics Technician Maintenance I	35.71
23182 - Electronics Technician Maintenance II	37.96
23183 - Electronics Technician Maintenance III	40.20
23260 - Fabric Worker	24.90
23290 - Fire Alarm System Mechanic	29.99
23310 - Fire Extinguisher Repairer	23.19
23311 - Fuel Distribution System Mechanic	28.72
23312 - Fuel Distribution System Operator	22.48
23370 - General Maintenance Worker	20.12
23380 - Ground Support Equipment Mechanic	33.84
23381 - Ground Support Equipment Servicer	28.10
23382 - Ground Support Equipment Worker	30.05
23391 - Gunsmith I	23.19
23392 - Gunsmith II	26.64
23393 - Gunsmith III	29.99
23410 - Heating, Ventilation And Air-Conditioning Mechanic	25.76
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	26.53
23430 - Heavy Equipment Mechanic	28.07
23440 - Heavy Equipment Operator	27.79
23460 - Instrument Mechanic	29.99
23465 - Laboratory/Shelter Mechanic	28.32
23470 - Laborer	14.72***
23510 - Locksmith	28.32
23530 - Machinery Maintenance Mechanic	27.62
23550 - Machinist, Maintenance	25.12
23580 - Maintenance Trades Helper	16.21
23591 - Metrology Technician I	29.99
23592 - Metrology Technician II	31.58
23593 - Metrology Technician III	33.27
23640 - Millwright	29.99
23710 - Office Appliance Repairer	28.32
23760 - Painter, Maintenance	22.53
23790 - Pipefitter, Maintenance	37.44
23810 - Plumber, Maintenance	35.46
23820 - Pneudraulic Systems Mechanic	29.99
23850 - Rigger	29.99
23870 - Scale Mechanic	26.64
23890 - Sheet-Metal Worker, Maintenance	28.29
23910 - Small Engine Mechanic	26.64
23931 - Telecommunications Mechanic I	29.43
23932 - Telecommunications Mechanic II	30.98
23950 - Telephone Lineman	26.93
23960 - Welder, Combination, Maintenance	23.19
23965 - Well Driller	29.62
23970 - Woodcraft Worker	29.99
23980 - Woodworker	23.19
24000 - Personal Needs Occupations	
24550 - Case Manager	18.99
24570 - Child Care Attendant	13.93***
24580 - Child Care Center Clerk	17.37
24610 - Chore Aide	13.89***
24620 - Family Readiness And Support Services Coordinator	18.99
24630 - Homemaker	18.99

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25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.48
25040 - Sewage Plant Operator	24.55
25070 - Stationary Engineer	28.48
25190 - Ventilation Equipment Tender	20.42
25210 - Water Treatment Plant Operator	24.55
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.96
27007 - Baggage Inspector	16.23
27008 - Corrections Officer	29.53
27010 - Court Security Officer	29.02
27030 - Detection Dog Handler	18.76
27040 - Detention Officer	29.53
27070 - Firefighter	29.74
27101 - Guard I	16.23
27102 - Guard II	18.76
27131 - Police Officer I	27.68
27132 - Police Officer II	30.76
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	17.01
28042 - Carnival Equipment Repairer	18.33
28043 - Carnival Worker	13.18***
28210 - Gate Attendant/Gate Tender	19.21
28310 - Lifeguard	15.31***
28350 - Park Attendant (Aide)	21.49
28510 - Recreation Aide/Health Facility Attendant	15.69***
28515 - Recreation Specialist	25.66
28630 - Sports Official	17.11
28690 - Swimming Pool Operator	21.06
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.64
29020 - Hatch Tender	26.64
29030 - Line Handler	26.64
29041 - Stevedore I	24.90
29042 - Stevedore II	28.32
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.27
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	17.88
30022 - Archeological Technician II	19.99
30023 - Archeological Technician III	24.77
30030 - Cartographic Technician	24.77
30040 - Civil Engineering Technician	27.79
30051 - Cryogenic Technician I	27.43
30052 - Cryogenic Technician II	30.30
30061 - Drafter/CAD Operator I	17.88
30062 - Drafter/CAD Operator II	19.99
30063 - Drafter/CAD Operator III	22.28
30064 - Drafter/CAD Operator IV	27.43
30081 - Engineering Technician I	16.14***
30082 - Engineering Technician II	18.13
30083 - Engineering Technician III	20.29
30084 - Engineering Technician IV	25.76
30085 - Engineering Technician V	31.76
30086 - Engineering Technician VI	37.19
30090 - Environmental Technician	24.77
30095 - Evidence Control Specialist	24.77
30210 - Laboratory Technician	22.28
30221 - Latent Fingerprint Technician I	27.43
30222 - Latent Fingerprint Technician II	30.30
30240 - Mathematical Technician	24.77
30361 - Paralegal/Legal Assistant I	19.45
30362 - Paralegal/Legal Assistant II	24.40
30363 - Paralegal/Legal Assistant III	29.84

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30364 - Paralegal/Legal Assistant IV	36.12
30375 - Petroleum Supply Specialist	30.30
30390 - Photo-Optics Technician	24.77
30395 - Radiation Control Technician	30.30
30461 - Technical Writer I	24.77
30462 - Technical Writer II	30.30
30463 - Technical Writer III	36.66
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	27.43
30502 - Weather Forecaster II	33.37
30620 - Weather Observer, Combined Upper Air Or	(see 2) 22.28
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 24.77
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	13.20***
31030 - Bus Driver	18.23
31043 - Driver Courier	17.23
31260 - Parking and Lot Attendant	13.21***
31290 - Shuttle Bus Driver	17.83
31310 - Taxi Driver	14.72***
31361 - Truckdriver, Light	18.57
31362 - Truckdriver, Medium	19.95
31363 - Truckdriver, Heavy	22.74
31364 - Truckdriver, Tractor-Trailer	22.74
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47***
99030 - Cashier	13.21***
99050 - Desk Clerk	13.93***
99095 - Embalmer	27.05
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	17.30
99252 - Laboratory Animal Caretaker II	18.65
99260 - Marketing Analyst	28.06
99310 - Mortician	27.05
99410 - Pest Controller	23.95
99510 - Photofinishing Worker	14.81***
99710 - Recycling Laborer	25.81
99711 - Recycling Specialist	30.25
99730 - Refuse Collector	23.51
99810 - Sales Clerk	14.29***
99820 - School Crossing Guard	16.03***
99830 - Survey Party Chief	30.04
99831 - Surveying Aide	17.71
99832 - Surveying Technician	24.26
99840 - Vending Machine Attendant	20.69
99841 - Vending Machine Repairer	25.61
99842 - Vending Machine Repairer Helper	20.69

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and

related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."