

Description/Specifications/Statement of Work

C-1 PERFORMANCE WORK STATEMENT

General Scope of Contract

The work is general in nature and associated with, but not limited to, plantation thinning, pullback, pre-commercial thinning to a variable density, hand piling, grapple piling, burning of slash piles, mechanical thinning with mastication/slash busting, and other activities that coincide with this type of work. Deviations and additional specifications will be identified in individual Call Orders. All future Call Orders placed under a resultant contract will include Detailed Unit Information Sheets (DUIS) and any other documentation necessary to understand the desired outcome. The DUIS can be more restrictive than the terms of this contract and when this is the case, the DUIS will take precedence.

The Contractor shall furnish all labor, supervision, equipment, materials, transportation, supplies (unless specified elsewhere as Government-furnished), and incidentals needed to complete specified work. The Contractor shall develop a plan of operation to accomplish the objectives, including a written quality control plan and a safety plan that are in compliance with the terms and specifications of the contract.

C-2 PROJECT LOCATION

The project work area(s) are located within the boundaries of the Malheur National Forest and any other National Forest within 250 miles of either forests' boundaries. All future call orders placed under a resultant contract will include maps, DUIS, and any other documentation specific to that call order.

Attached maps show initial project location and access, and other information regarding specific units is provided in the attached DUIS or other supporting documents. All future call orders placed under a resultant contract will include maps, DUIS, and any other documentation specific to that call order.

C-3 BLANKET PURCHASE AGREEMENT TERMS AND CONDITIONS

Multiple Award Blanket Purchase Agreement

This solicitation will result in the establishment of a multiple Blanket Purchase Agreements (BPAs). The actual number of awards will be dependent on offers received and the best value analysis process, but the intent is to have a sufficient number of awardees to provide a pool for competition of call orders.

A call order will be placed with each Contractor at time of award. Initial individual call orders could be in any amount up to the maximum ordering limitation, but in any case, will meet or exceed the minimum guarantee.

After initial award, call orders will be competed among the awarded contractors, throughout the life of the contract, in accordance with the "Call Order Issuance and Fair Opportunity" clause in the contract. Contractors are not bound to compete for these call orders.

If Contractor is awarded multiple call orders, work shall be completed concurrently unless otherwise specified in a call order or otherwise mutually agreed upon.

(a) Services to be provided hereunder will be ordered by issuance of a written BPA Call.

BPA Calls will be firm-fixed priced instruments. Each BPA Call will refer to this Parent BPA and will be subject to all the terms and conditions herein. Additional clauses or conditions may be in the BPA call as the calls are related to specific projects with many variables.

Each BPA Call will contain the following information:

- ☑ BPA Call Number
- ☑ Date of Order
- ☑ Applicable Sub-Items
- ☑ Award Amount
- ☑ Itemized Payment Items, Quantities and Prices

(b) The Parent BPA will be reviewed annually to ensure that it still represents a best value.

(c) The Government is obligated only to the extent of authorized purchases actually made under this BPA. The Parent BPA does not obligate any funds.

(d) The period of performance of a BPA call issued from this solicitation will be listed in the individual call. To meet the needs of the Government, new agreements may be awarded at any time during the period of these agreements – any new agreements will have the same completion date as the initial agreements. An agreement may be discontinued upon 30 days written notice by either party.

(e) The dollar amount for individual purchase order BPA Calls will not exceed the Simplified Acquisition Threshold (SAT), which is currently \$7.5 million for commercial items. If the SAT changes, the dollar amount for individual BPA Calls will change accordingly, as well.

(f) All calls placed against this BPA are subject to the terms and conditions of this agreement. Calls may be placed by email or if an emergency by oral communications.

(g) Placement of Calls (each BPA Call will be competed separately as the land that is being surveyed/studied is different in each BPA Call): Forest Service Contracting Officer's may place calls within the limits of their warrant authority and those established in this BPA. Calls placed by a CO will be accomplished by:

- BPA Call Schedule of Items
- Statement of Work – Project Scope and Project Location
- Government Furnished Property and any additional Administrative Information, as required
- Special Contract Requirements – Supplements to the basic contract clauses. This will include
- any use and operational period limitations, submittal requirements, and other details, as
- required.
- Attachments
- Project Maps
- Drawings, if applicable
- Additional Evaluation Criteria, if required
- Other Exhibits or Attachments as required

(h) Competition of Calls: Each call order will include the required due date, specific instructions for the submission for quotes, evaluation criteria and other information deemed appropriate. Each order will be competitive in nature and will request a firm fixed-price.

Awardees under the contract will generally be allowed 5-10 working days to prepare and submit quotes for the work required. In emergency/urgent situations, less time may be necessary based on the requirements. If an awardee is unable to perform a requirement, the awardee may submit "NO QUOTE" to the Call RFQ.

(i) Call Award - Once an award determination is made, a legally binding, firm-fixed-price call will be issued

to the successful BPA contractor signed by the OCO. No work will begin until the Vendor has received a signed call. All BPA Calls are subject to the terms and conditions of this contract. In the event of conflict between a BPA Call and this parent BPA, the parent BPA shall control.

(j) Invoices shall be submitted electronically at: www.ipp.gov.

(k) Award of BPA Calls for Emergency or Urgent and Compelling work. When the agency need for the services is urgent and would result in unacceptable delays, the Government may forego the process outlined above and award to the contractor who the CO deems to be most able to respond within the required timeframe.

MULTIPLE BPAS

The Forest Service anticipates issuing multiple BPAs from this solicitation to create one diverse pool of qualified contractors.

PERIOD OF PERFORMANCE BPAs and BPA Calls

BPA Period of Performance. The effective date of the parent BPA will be stipulated in the award document. The parent BPA period of performance concludes July 31, 2032 from the effective date of the BPA. If during the annual review of the BPA, it is apparent there is a need to expand the pool of BPA holders to allow for more competition that can be done at any time during the lifetime of this parent BPA.

BPA Ordering Period. The BPA ordering period refers to the period in which a Contracting Officer can award an order/BPA Call under this BPA. The ordering period commences on the effective date of the BPA and concludes July 31, 2032. Once the BPA ordering period concludes, Contracting Officers must not award an order.

BPA Call Period of Performance. Each BPA call will specify the period of performance for the resultant order. The allowed performance completion period for individual projects will be dependent upon factors such as project size, complexity, available work periods limitations, and date of issuance.

BPA CANCELLATION

This Parent BPA may be cancelled by either party with 30 days written advance notice. BPA cancellation does not release the BPA Contractor from the duty to continue performance on existing awarded calls.

ORDERING FOR BPA CALLS

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of BPA Calls by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through July 21, 2032.

(b) All BPAs Calls are subject to the terms and conditions of this contract. In the event of conflict between a BPA Call and this parent BPA, the parent shall control.

(c) A BPA Call is considered "issued" when sent electronically, the Government either—

(i) Posts a copy of the BPA Call to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the BPA Call via email to the Contractor's email address. The Vendor is responsible for checking email for RFQ issuances as no other notice will be provided.

(d) BPA Calls may be issued by methods other than those enumerated in this clause only if authorized in the contract.

ACCESSIBILITY

Most work areas may be reached by a standard two-wheel or four-wheel drive pickup during normal operating seasons. Some units however may require alternate off-road capable vehicles such as ATVs, UTVs or foot travel. Units that are known at the time of call order solicitation to require more than a four-wheel drive pickup for access will be noted in the DUIS or other supporting document.

No vehicles shall be permitted to operate off roads or cross-country without approval of the Contracting Officer or designated representative.

Inaccessibility due to snow, fallen trees, road conditions, slides or washouts on roads may or may not be corrected at the option of the Government. If road is not accessible, the Government may, under the Changes Clause (1) provide an alternate access route; (2) delete the inaccessible unit(s) or; (3) substitute similar unit(s) or (4) negotiate a cost adjustment for change in access.

Where roads are recently thawed, very wet or saturated due to runoff or unseasonable weather conditions, road conditions may dictate the need to delay use of some road segments in order to ensure no damage to the road, drainage structures or the adjacent environment.

The Contractor(s) may prepare applications for entry on cooperative road closures, (green dot), or other road closures that are available through the appropriate Ranger District office, prior to entry to closed roads. Approval for use of closed roads in the project(s) area will be determined on a case-by-case basis by the District Ranger.

Boundaries

Boundaries will be marked with plastic flagging and/or boundary signs. Leave areas are indicated on the Detail Unit Information Sheet(s) (see attached documents). Sensitive area boundaries will be identified by yellow markers or other methods identified in the DUIS or other supporting documents. These areas shall be avoided by the Contractor unless directed otherwise by an authorized representative.

C-3 NOXIOUS WEED CONTROL

In order to prevent the potential spread of noxious weeds onto National Forest lands, the Contractor shall furnish the Forest Service with proof of weed-free equipment.

All equipment and vehicles to be used at the job site shall be cleaned and certified free of noxious weeds and their seeds prior to entrance onto the National Forest. The restriction shall include equipment and vehicles intended for off-road use as well as on road use, whether they are owned, leased, or borrowed by the contractor or subcontractor.

Cleaning shall consist of the removal of all dirt, grease, debris, and materials that may harbor noxious weeds and their seeds. This may require the use of a pressure hose. Cleaning shall occur off Federal lands.

Equipment, materials, and vehicles shall be visually inspected by a designated Forest Service Officer, and certified in writing to be reasonably clean and weed free. Inspections will take place at a location designated by the Forest Officer in advance of equipment and material arrival. Equipment and vehicles shall proceed directly to the job site following the inspection. Materials to be used on the project shall be delivered to the project after inspection and approval.

Certification shall remain valid for each identified piece of equipment or vehicle only for the duration of the specified project and only as long as the vehicle or equipment remains at the job site. Equipment and vehicles (except passenger vehicles) that leave the job site shall be re-certified as weed free before they are allowed to return to the job site or re-enter the National Forest.

C-4 DEFINITIONS

- (A) Average Tree Spacing – The distance in feet between leave trees as defined in the Detailed Unit Information Sheet and/or specifications provided with the issued call order.
- (B) Bole Spacing – Spacing is measured between the boles of the trees. Detailed Unit Information sheet list the acceptable bole spacing.
- (C) Bucking – The cutting of down trees or logs to a designated length.
- (D) Burning Permit – A document that sets forth the conditions under which the Contractor may be allowed to burn.
- (E) Burning Plan – A document that identifies the procedures and details that must be followed in order to accomplish pile burning. The burn plan consists of objectives, responsibilities, prescriptions, descriptions, maps, and sub-plans for firing, holding, mop-up, organization, communication, safety, public information, smoke management, contingency, and methods to minimize damage to residual trees.
- (F) Category 1, 2, and 3 Streams - Those perennial and intermittent streams which support anadromous fish and/or resident fish.
- (G) Category 4 Streams - Those ephemeral streams with a definite channel which serve as a cold water source for Category 1, 2, and 3 streams.
- (H) Chipping – the use of a mechanical chipper to breakdown woody debris into no greater than three inch by three inch material.
- (I) Co-dominant Trees – Trees with crowns forming the general level of the crown canopy and receiving full light from above, but comparatively little from the sides, usually with medium-sized crown more or less crowded on the sides.
- (J) Compact – Fines evenly distributed in a dense or tightly-packed manner; fuels that are close together.
- (K) Contracting Officer – The person executing this contract on behalf of the Government, including any duly appointed successor and authorized representative of the Contracting Officer acting within the limits of his authority.
- (L) Contracting Officer’s Representative - The COR is the on-site Contract Administrator for the Contracting Officer. The duties and responsibilities of a COR are defined in the letter of designation issued by the Contracting Officer.
- (M) Crown Spacing – Spacing is measured between the outer edges of the tree crowns. Detailed Unit Information Sheet lists the MINIMUM acceptable crown spacing.
- (N) Cull Trees -- :
 - (a) Any conifer up to 12" DBH having visible conks
 - (b) Western Juniper up to 20.9" dbh except those that are growing in scabby habitat or large trees that exhibit old growth characteristics such as broad, non-symmetric tops/spike tops, deeply furrowed bark, covered by a light green lichen, hollow, large, or twisted trunks, large, and/or twisted or dead lower branches.
 - (c) Grand fir up to 12"DBH unless needed in spacing requirements.
 - (c) Diseased trees: Western Gall Rust-branch cankers. Trees up to 12 DBH with one or more visible bole infections.
 - (d) Mistletoe infected trees up to 12" DBH with a mistletoe rating greater than 3 for Ponderosa and 2 for Douglas-fir and 1 for Lodgepole (figure attached separately- from Hawksworth 1977).
 - (e) Forked or defective top: Any tree that forks within 9ft from the ground up to 12" DBH shall be cut.
 - (f) Trees up to 12"dbh with crook, sweep or snowbend in the main bole which is less then 16ft from the ground and offsets the bole more than 6" from the longitudinal axis.

(g) Trees that are less than 12" dbh that have pitch tubes from bark beetles on more than 1/3 of the bole to a height of 12 feet from the ground.

(h) Fir trees that are less than 12" dbh that are severely defoliated by spruce bud worm or have dead tops from fir engraver beetles.

NOTE: If there are a significant number of trees in the stand that are affected by the above characteristics then choose the tree with the least amount of these characteristics as the leave tree. Since we are looking for a patchy, clumpy, variable density stand it may be okay to create small openings to remove groups of trees that show cull characteristics up to a maximum opening of 1/4 acre.

- (O) Cut Trees – Trees within the minimum-maximum cut range as defined in the Detailed Unit Information Sheet that are not selected as a leave tree.
- (P) DBH (Diameter Breast Height) – Outside diameter of the tree stem at a point 4-1/2 feet above uphill side of the tree.
- (Q) Deficient Trees – Those trees cut, which should have been left to maintain average spacing requirements as, determined by inspection.
- (R) Dominant Trees – Trees with crowns extending above the general level of the crown canopy and receiving full light from above and partially from the side. They are larger than the average trees in the stand and have dense crowns, which are comparatively wide and long.
- (S) Elk Calving Season – Period of time from May 1 to June 30.
- (T) Excess Trees – Any remaining tree that should have been cut as determined by inspection.
- (U) Fines – Material less than ¼" diameter including needles.
- (V) Hang-up Trees – Any cut tree suspended more than 3 feet off the ground.
- (W) Healthy Tree – A healthy tree is one that is undamaged due to defects or deformity resulting from agents such as wind, snow, animals, insects, diseases, or equipment.
- (X) Genetic Tree – Phenotypically selected trees, which shall be protected from damage or destruction.
- (Y) Leave Tree – Those trees left uncut to meet the average spacing requirements and trees over the maximum cut size specified in the Detailed Unit Information Sheet.
- (Z) Limbing – The cutting of branches from the bole of a log or cut tree.
- (AA) Mastication - The thinning, chipping, shredding, and/or mulching of designated woody material to a desired piece size.
- (BB) Noxious Weeds – Any exotic plant species established or that may be introduced in the State which may render the land unfit for agriculture, forestry, livestock, wildlife, or other beneficial uses and which is designated by the Oregon Department of Agriculture or the appropriate County Weed Board or by other appropriate agencies having jurisdiction.
- (CC) Pile Perimeter—compact portion of a pile.
- (DD) Pruning - Removal of live and dead limbs from standing trees for a specified height for the purpose of removing ladder fuels.
- (EE) Pullback – Removal of surface fuels from the base of standing trees and snags for a designated distance and removal of ladder fuels by pruning for a designated height.
- (FF) RHCA - Riparian Habitat Conservation Area
- (GG) Residual Slash – All remaining slash after Contractor-created slash has been removed or treated.
- (HH) Riparian Zone – The zone that extends from the normal stream bank to the toe or break of the slope. The zone can be further identified by the presence of vegetation that requires free or unbound water to conditions that are more moist than normal in many stream valleys.
- (II) Road Prisms - Any road surface including, but not limited to: drainages, pullouts, fill slopes, and cut banks.
- (JJ) Slash – The term "slash" means all vegetative material, including cull logs, tops, damaged or destroyed reproduction, saplings, or poles which were created or disturbed by any type of vegetative cutting, clearing construction, or cultural treatment. Any portions of trees or snags that were previously felled are

considered to be part of the slash; also woody material on the ground killed by insects, disease, or natural causes.

NOTE: Cull logs approximately 12 inches or greater in diameter at the small end and approximately 8 feet or longer in length shall not be treated as slash. It is intended that this size material be left untreated to meet wildlife objectives.

- (KK) Stem Spacing – Average spacing is measured between the stems of the leave tree.
- (LL) Stocking Level Control – The cutting of trees in excess of those to be left for future management.
- (MM) Stream – Shall include yearlong and intermittent streams that ordinarily go dry at one or more times during the year.
- (NN) Suppressed Trees – Crowns are entirely below the general level of dominant and codominant trees and are physically restricted from immediately above.
- (OO) Surface Fuels - All down woody debris and activity-generated slash lying on the ground surface. This does not include stumps or live vegetation.
- (PP) Thinning Slash – The term “thinning slash” means all vegetative material including stems, limbs, branches, damaged brush, damaged or destroyed reproduction, saplings, or poles, which were created or disturbed by the Contractors thinning.
- (QQ) Wildlife Clumps – Areas designated in DUIS to be left untreated. These areas shall not be within 200 feet of open roads unless otherwise directed by the Contracting Officer or designated representative.
- (RR) Wildlife Trees – Wildlife trees are marked with an orange band or orange ‘W’ and/or may be tagged with a wildlife tree tag.
- (SS) Wildlife Log – A log with minimum measurements of 12 inches diameter on the small end and 8 feet long.
- (TT) Wildfire – Any unplanned fire usually requiring suppression action, or a free burning fire unaffected by control measures.

C-5 PERFORMANCE STANDARDS

Thinning Performance Standards

The desired outcome is to attain the leave tree standards for each unit specified in the Detailed Unit Information Sheet at a 90 percent or higher quality. The level will be based on sampling of cut and leave tree selection. Spacing of leave trees may be varied up to 25 percent, unless otherwise specified in a DUIS, to leave the most desirable tree as long as the average post-thinning trees per acre given on the Detailed Unit Information Sheet is maintained.

The intent is to select the most vigorous, well-formed trees of the most desirable species. The highest priority species shall be chosen unless it has major damage or disease infection. In this case, a lower priority species without major damage or disease infection shall be selected. Trees with the best crown ratios (>40%) shall be selected.

Trees with mistletoe shall generally be discriminated against. If it is not possible to select trees without mistletoe infection, then the most mistletoe-free dominant and co-dominant trees shall be selected for leave trees. Trees with infections in the lower third of the crown are considered to be healthier than those with equal infestations in the upper third. Dwarf mistletoe-infected Douglas Fir shall not be selected for leave trees unless no other tree species is available. Douglas Fir without visible dwarf mistletoe infection will be assumed infected if they are within 30 feet of an infected taller Douglas Fir.

Contractor shall double the specified drip line around Ponderosa Pine and Western Larch that are greater than 21” DBH. Contractor shall leave all shrubs, broadleaf trees, Pacific Yew, and mountain mahogany. All live trees, including mahogany, shall be counted as crop trees for spacing requirements. Contractor shall leave all trees to which a fence is attached. Western Juniper shall be cut in accordance to applicable DUIS. Generally the Contractor shall leave all single snags greater than 12” diameter or small clumps of smaller snags. If there is a ½ acre or greater patch of smaller diameter dead trees less than 12” DBH, they shall not be cut.

All trees other than leave trees shall be cut below the lowest live limb, except when prevented by natural obstacles. Requirements to cut cull trees will be specified in the DUIS or other supporting document. All live limbs below the cutting point shall be removed. Trees shall be completely severed from the stump. Stump height shall not exceed six inches above ground level or four inches above natural obstacles. All thinning slash shall be placed on or near the ground surface so that it will not lean against or be suspended by an uncut tree.

In units that are to be mechanically treated, Contractors shall identify wildlife clumps prior to thinning, giving priority to steep or rocky areas where machines are unable to operate.

Leave Tree Standards

(A) Leave trees will generally be those of tallest height, largest crown, straightest stems, and largest boles that are free of damage due to insects, disease, physical, or mechanical causes.

Species – Unless otherwise specified in the DUIS or other supporting document, give leave tree preference in the following order:

- i. Western White Pine
- ii. Western Larch
- iii. Ponderosa Pine
- iv. Douglas-fir
- v. Engelmann Spruce
- vi. Lodgepole Pine
- vii. White Fir/Grand Fir/Subalpine Fir

(B) Species preference compensates somewhat for minor differences in size or quality. For example, a smaller, but otherwise equal quality Ponderosa Pine which is $\frac{2}{3}$ the height of a Douglas-fir should be left rather than the Douglas-fir. A Western Larch with minor bole damage would be preferred over an undamaged Grand Fir.

(C) Leave Trees shall be selected by the Contractor as per Detailed Unit Information Sheet(s), and supplemental information provided in each Call Order on such things as cull trees and disease tree prioritization; however, the Government may mark individual leave trees or groups of leave trees prior to thinning.

(D) All trees regardless of diameter shall be considered in spacing.

(E) Contractor shall leave all shrubs, broad-leafed trees, identified wildlife trees and genetic trees.

(F) Contractor shall leave all dead trees of any size or species, unless otherwise specified in the Detailed Unit Information Sheet(s).

(G) Contractor shall leave all trees within 100 feet of springs, bogs, seeps, or elk wallows unless otherwise specified in the Detail Unit Information Sheet(s). These areas will be counted as leave areas where designated according to the DUIS or other supporting document.

(H) Contractor shall leave all trees exhibiting visible wildlife or nesting use and all trees that are signed/marked as Wildlife Trees or Habitat.

Felling Standards

(A) Felling shall be done primarily by manual methods (chainsaw) unless otherwise approved by the Contracting Officer.

(B) All dead and live trees up to the maximum DBH prescribed for that unit, regardless of species, shall be cut and removed from the road prism.

(C) Cut trees shall be felled away from boundaries, roads, road cut banks, telephone lines, established trails, stock driveways, fence lines, fire lines, mining ditch lines, abandoned historic railroad beds, established land corners, troughs, and other improvements. The Contractor shall pull any trees falling on such areas back.

(D) Trees shall be completely severed from the stump.

(E) Stump height shall not exceed 6 inches above ground level or 4 inches above natural obstacles.

(F) No thinning slash shall be left outside the contract boundary, unless otherwise approved by the COR.

- (G) Contractor shall remove and pull back all thinning slash from the following areas/items, but not limited to: within five feet of leave tree boles, stream courses, historic mining ditch lines, roads and fences, stock ponds, stock troughs, stock driveways and trails to keep them usable and passable at all times. All required slash pull back shall be kept current with operations.
- (H) All thinning slash shall be placed on or near the ground surface so that it will not lean against or be suspended by an uncut tree.
- (I) Bucking or bucking with limbing shall be concurrent with the felling operations, unless otherwise approved by the COR. Trees 16 feet and longer shall be bucked in half or as many times as needed so that pieces are not longer than 16 feet unless otherwise stated on the DUIS or other supporting document.
- (J) The Ips Beetle timing restriction may be waived on selected units, providing that the Contractor ensures that created slash shall be treated to required fuel standards within a 30 day window of initial thinning activity.

Pruning Performance Standards

The Desired outcome of pruning is to alter hazardous ladder fuels along strategic roads or unit boundaries. Desired depth from unit boundary/road and desired tree DBH to be pruned will be denoted in the DUIS.

A. Cut live and dead limbs around the entire bole of trees from the ground surface to a specified height. Trees shall retain at least half of their canopy when limbed, if unable to meet criteria the tree shall be felled or left as is if designated as a leave tree to meet spacing requirements. Desired limbing height is 8 feet from the ground unless otherwise stated in the DUIS. Combination of hand tools (chainsaw, pull saw) may be required to meet this objective.

B. Limbs shall be flushed cut (flat ends) while keeping the bark layer intact. Limb stubs attached to the tree shall not exceed 2" inches in length.

Mastication Performance Standards

The overall desired outcomes of this treatment are stands with appropriate stocking levels, trees species, and fuel loadings. By thinning, thereby also reducing ladder fuels and by altering existing and created fuels loadings. Thinning performance standards and leave tree standards as stated above will be adhered to unless different specifications are provided in the DUIS or other document.

All trees not left for leave trees shall be masticated from the top down to specified stump height and to piece sizes less than two feet in length. Contractor shall retain (do not masticate), if available on site, eight wildlife logs per acre (whole tree boles), generally distributed throughout the area. Wildlife logs are defined as any down log greater than 12 inches in diameter on the small end and at least eight feet in length. All residual slash shall be masticated so that its depth does not exceed 12" in height above ground surface Site specific areas may exceed 12" depth with COR approval. Slash piece sizes shall be based on an average, with the desired length being two feet in length. Stump height will be based on terrain and natural obstacles, with the desired stump height being between 6 inches to 10 inches with a maximum height of 12 inches, measured on the high side of the stump or above natural obstacles. Open roads shall be kept free of mastication debris. This includes road surfaces, cut banks, roadside ditches, and culverts.

Hand Piling and Slash Treatment Performance Standards

All cut trees shall be moved so no part is within five (5) feet of any part of a live leave tree and lopped to a depth of 18 inches or less. If piling is needed, piles shall be no closer than 5 feet from any part of a live tree.

All surface fuels that are one to nine inches (1-9") in diameter shall be evenly distributed across the units to a maximum of 12 tons per acre unless specified in the DUIS or other supporting document. Piles shall be constructed in such a manner as to easily ignite, combust completely, contain fire within the pile perimeter, and do minimal damage to residual trees. Contractor shall pile all material to the DBH specified in the DUIS or other supporting document.

Restrictions:

- a) Plastic products (polyethylene or polyvinyl chloride) and/or Kraft paper shall be used and placed in the **upper 1/3 of the pile** to maintain 2/3 of the pile as a dry core comprised with kindling-sized material.
- b) Piles shall not be placed on large or tall stumps, down logs greater than 12" small-end diameter, or large rocks.
- c) Piles shall not be constructed in road prisms, ditches, meadows, grass "scablands", or channel bottoms.
- d) Large live shrubs or broad-leafed trees shall not be cut to facilitate pile location(s).
- e) To account for pile compaction, minimum pile size shall be 5 feet high and 6 feet wide by 6 feet in length. No hand piles that exceed 12 feet in length or width will be accepted. Width will be measured three feet off of the ground.
- f) No material shall extend more than 18 inches beyond the perimeter of the pile. Material cut off to meet standard shall be added to pile.

Grapple Piling Standards

Units shall be piled so that residual surface fuel loading (after pile(s) are burned) is a maximum of 12 tons per acre in material 1 to 9 inches in diameter unless otherwise specified in the DUIS or other supporting document. Piles shall not be constructed in roads, ditches, meadows, grass "scablands", or channel bottoms. Piles shall not be placed on large or tall stumps, down logs greater than 12 inches small-end diameter, or large rocks. Piles shall have fines distributed evenly throughout the pile and be constructed in such a manner as to combust completely, contain fire within the pile perimeter, and do minimal damage to residual trees. Minimum pile size will be 6 feet high and 8 feet in length, unless otherwise stated in DUIS or other document. The maximum size of the pile will take in account tree canopy opening size and leave tree susceptibility to crown scorch or mortality. Pile size will not exceed a diameter of 25 feet and pile height shall not be less than one-third the average diameter of the pile. Bucking of slash may need to occur to meet pile size standards. Areas with a slope of greater than 35% shall be hand piled to 12 tons per acre in material one to nine inches (1-9") in diameter unless otherwise stated in the DUIS or other supporting documentation.

Mechanically Thin and Bunch Pile Performance Standards

The objective of this treatment is to utilize equipment typically associated with commercial harvest to thin ladder fuels and stack/bunch material into a pile for burning. The desired outcome is to have 20 X 20 spacing, with +/- 5 feet adjustment to retain the healthier leave tree. Targeted minimum required cut of 10 feet in height, less than 10 feet in height may be felled but not required, and max cut diameter of 11" DBH, or otherwise specified in the DUIS. Some units may call for a desired species removal such as lodgepole from a stand only. Stump height will be based on terrain and natural obstacles, with the desired stump height being between 6 inches to 10 inches with a maximum height of 12 inches, measured on the high side of the stump or above natural obstacles. COR approval required for stump height greater than 12 inches. Equipment shall utilize existing skid trails where available or fully utilize created tracks in non-commercially harvested units. Bunch piles shall be created if fuel loading of surfaces fuels will exceed 12 tons per acre in sizes classes of 1" inch to 11" inch diameter material or otherwise stated in the DUIS. Bunch piles shall be constructed in such a manner as to consume 90 % of the pile and do minimal damage to residual trees. Pile size needs to be a minimum of 4 feet high, 6 feet wide, and length will be dependent on tree size.

Equipment Specifications:

- a) Feller Buncher chassis with a bunching saw head, rotating disc.
- b) Felling head shall have 360-degree capability.
- c) Equipped with grab arms to retain material to create bunch piles.
- d) Equipment shall not exceed 8.5 pounds per square inch ground pressure.

Pile Burning Performance Standards

The objective is that burning is accomplished in such a manner that piles are completely consumed while not damaging leave trees. Low intensity, cool, smoldering ground fire is acceptable within the unit boundary unless otherwise specified in the DUIS or other supporting document.

Restrictions:

- a) Burning operations shall be restricted to conditions acceptable to the Government. The Government will provide a prescribed burn plan for pile burning operations when conditions are suitable.
- b) The Contractor shall notify the Government of burning operations 72 hours prior to commencement of the burning operations.
- c) Machine and hand piles shall be burnt between October 15th and December 31st.

If any burning activities escape outside of the unit, the Contractor shall immediately notify the Contracting Officer and start suppression efforts at no additional cost to the Government. The Contractor shall be responsible for this project area from ignition through December 31st of the year that ignition occurred or until the CO or designated representative determines in writing that weather precludes spread and no immediate future drying period is predicted, whichever is later.

Chipping Standards

The desired outcome for chipping is to mechanically alter ladder and ground fuels by chipping live and dead woody debris up to 12 inches in diameter to a size no bigger than 3 inch in diameter. The chipped material shall be scattered across the landscape at a depth no more than 3 inches. Any material that is piled beyond 3 inches shall be scattered to meet this standard or maybe removed from the site.

This work would alter fuel loadings from one or a combination of: 1) pre-commercially thinned units, 2) natural build-up of woody debris on the forest floor, 3) hazardous live fuels (ladder fuels), and tree removal along road and trail systems. The end result of the activities performed under this contract would produce areas where a wildfire (should it occur) may be contained quickly, provide greater safety for firefighters, and produce less damage to natural resources.

Desired outcome varies by unit. Specific information on requirements will be provided within Detailed Unit Information Sheets. If a detailed unit information sheet is not provided, then the specifications given below shall govern.

- Roadside treatments start at the center of the travel way, the edge of travel way, or at the cutbank and proceeds away from road center.
- Contractor shall chip material up to a maximum diameter of 12 inches or as specified on the Detailed Unit Information Sheets into a size no bigger than 3 inches in diameter.
- Chipper material shall not be piled beyond 3 inches in depth. Any material that is piled beyond 3 inches shall be scattered to meet this standard or maybe removed from the site.
- All road surfaces, cut banks, roadside ditches, fences, streambeds, and culverts shall be kept free of activity generated material.
- Chippers may be utilized only on approved roads or in approved areas where off road travel is permitted
- Woody debris larger than 12 inches in diameter shall not remain on or in traveled way, ditches, drainages, cutbanks, shoulders, or turnouts. This material shall be scattered at least 10 feet down slope from the roadbed, avoiding any coverts, ditches, drainages, and fences.

Chipper shall at a minimum meet the follow specifications

SAFTEY - 1 emergency shut off

FEED SYSTEM - Chipping capacity (max): 12" (30.5 cm), Infeed opening height: 12" (30.5 cm), and Infeed opening width: 17.5" (44.5 cm)

Equipment Standards

- a) Equipment shall not operate on slopes greater than 35%.
- b) Equipment shall not operate on wet soils, very rocky ground, or on rock outcroppings or.
- c) Equipment shall operate on existing skid trails to the extent practicable.
- d) Equipment shall not cross or operate in meadows, stream channels, riparian habitat conservation areas (RHCA's), or other non-work areas without approval of the COR.
- e) Equipment shall not operate on road surfaces, cut banks, or fill slopes without approval of the COR.
- f) Refueling, maintenance, and repair shall be done at landings or forest roads where practicable.
- g) Excavators shall not exceed 8.5 pounds per square inch ground pressure. Excavators shall have a minimum effective horizontal arm reach of 20-25 feet and vertical reach of 15 feet (as applicable) plus be fitted with a brush head (for grapple piling) unless otherwise agreed to by the Contracting Officer.

Mechanical equipment shall not operate within 50 feet of Category 4 Streams, 300 feet of Category 1, 150 feet of Category 2, or Category 3 Streams unless otherwise specified in the Detailed Unit Information Sheets.

- h) Ability to masticate fuels to desired specifications and ability to masticate a standing tree from the top down.
- i) Operator cab, engine and arm shall be able to rotate 360 degrees for mastication operations.

Non-Specific Requirements for All Services

- 1) Contractor shall exercise extreme care to prevent damage to leave-trees and shall protect residual trees from damage and scarring as a result of contract operations.
- 2) Machine operations shall be conducted in such a manner as to minimize additional soil disturbance or compaction. Generally, no more than 10% of the soil within the project area may be disturbed. Detailed Unit Information Sheets may alter this percentage depending upon unit requirements.
- 3) Contractor shall suspend work if soil moisture levels, due to adverse or unusual weather conditions, are causing excess resource damage or ruts greater than 6" deep and 30 feet in length over more than 10% of each unit.
- 4) Contractor shall exercise extreme care to prevent damage to all physical improvements (fences, telephone lines, established land corners, buildings, ditches, etc.) within the contract area. Contractor shall be liable for damage to physical improvements and shall make immediate repairs to damaged physical improvements at no additional cost to the Government.
- 5) Contractor shall always leave the following trees and disregard them for spacing purposes:
 - a. Leave all trees exhibiting visible wildlife denning or nesting use. Should an active hawk, eagle, or pileated woodpecker nest be located, work shall be discontinued within 500 feet of the nest-tree until the CO has been notified and has authorized resumption of work.
 - b. Leave all dead trees unless these trees pose a safety hazard to workers in the area (Those do not count as leave trees).
 - c. Leave all trees with fencing attached.
 - d. Leave all trees that are signed/marked as Wildlife Trees or Habitat.
- 6) To prevent damage to fence when piles are burnt, contractor shall construct hand piles at a minimum of 10 feet away from a fence line, grapple or bunch piles shall be constructed at a minimum of 20 feet away from a fence line.

All performance standards remain in effect unless specifically required at the Call level.

Inspection and Acceptance

E-1 CONTRACTOR QUALITY CONTROL FOR OPERATIONS

The successful Contractor(s) shall provide a Quality Control Plan satisfactory to the Government describing how the Contractor will monitor and document work quality for all phases of the operations to ensure that contract specifications will be achieved. At no time shall the Contractor rely upon Government inspections to provide notification of unsatisfactory performance. This plan shall be provided to the Government at or before the post-award conference for award of the parent contract. Subsequent call orders may require job-specific Quality Control Plans as well.

By notifying a designated representative that a unit is ready for Government inspection, the Contractor is considered to be certifying that the unit has been satisfactorily completed in accordance with the contract provisions stated elsewhere in the contract.

E-2 ACCEPTABLE QUALITY LEVELS

Thinning, Mechanical Thinning, Pruning, and Mastication—A quality level of 90 percent or higher across the entire unit based on sampling of cut and leave tree selection is acceptable for full payment.

Hand Piling, Chipping, Grapple Piling, Bunch Piles, and Pull Back—A quality level of 90 percent or higher across the entire unit based on residual fuel loading and pile characteristics is acceptable for full payment.

Pile Burning—A quality level of 90 percent or higher across the entire unit of all piled material consumed with minimal residual tree damage is acceptable for full payment.

E-3 GOVERNMENT MONITORING METHODS

Chipping – Will be measured on a pass/fail criterion and graded on the standards provided within the DUIS or what is defined within the chipping standard in section C.5.

Thinning, Mechanical Thinning, and Mastication—The Government will inspect thinning to determine compliance with performance standards. Visual determination will be made if thinning objectives are being met. Plots will be sampled in areas where it is felt objectives and/or stocking levels are not being met. If the Contractor does not agree with the results of this inspection, a full inspection may be requested. Inspections may include observations of operations, quality control procedures, and examination of individual cut and leave trees on sample inspection plots. Individual units will be inspected separately and inspection results on one unit will not be averaged with those of any other unit. The Contractor is encouraged, but not required, to observe verification inspections and will receive inspection summaries upon request.

Pruning – The Government will inspect pruning to determine compliance with performance standards. Visual determination will be made if pruning objectives are being met. Sample trees will be measured for limbing height, stub length and cut in areas where it is observed objectives are not being met.

Hand Piling, Grapple Piling, and Bunch Piling—The Government may make periodic inspections while work is in progress. After completion of a unit, the Government may also inspect to determine compliance with contract standards for 1) residual fuel loadings and 2) pile characteristics.

- 1) Residual Fuel Loading
The remaining non-piled slash will be compared to the photos in the document titled “Comparison Photos” provided as an attachment.
- 2) Pile Characteristics

A sampling of piles will be individually inspected for the following:

Consumability—Is the pile of sufficient size to generate enough heat for total consumption? Is the pile compact? Does the pile contain a minimal quantity of soil? Is there material protruding from the pile?

Containment—Will the pile maintain integrity as it burns? Is the material oriented parallel to the slope? Is there other combustible material within ignition range of the pile?

Location and Pile Size—Does the pile size and location provide sufficient spacing from residual trees of 18 inches in height or dead trees greater than 12 inches DBH to prevent damage from burning?

Pull Back and Chipping—For those units where pull back or chipping is required the Government may make periodic inspections while work is in progress. After completion of a unit, the Government may also inspect to determine compliance with contract standards.

Pile Burning—The Government may make periodic inspections while work is in progress. After completion of a unit, the Government may also inspect to determine compliance with contract standards for 1) consumption; 2) fire containment within the fire perimeter; and 3) leave tree damage.

E-4 INSPECTIONS

Unsatisfactory Work

If Government full sample inspections (see below) determine that thinning has a quality percentage below 90 percent and includes excess tree deficiencies; the Contractor shall rework the deficient units at no additional cost to the Government. Re-inspections after rework will be made in the same manner as the first inspection but on different plot lines. The Contractor shall pay for all Government re-inspection costs. Contractor work will be deemed unsatisfactory if entire unit has not been treated per specifications identified with the exception of designated wildlife patches, scabs, or other areas set forth in the specifications.

The CO or COR will immediately notify the Contractor in writing and order improvement in the quality of work if the percentage of satisfactory quality of thinning falls below 90 percent.

Government Plot Inspection Procedures

- (A) A series of circular plots distributed over the entire unit shall be installed sufficient to yield an adequate sample of each unit. The minimum number of plots to install shall be one plot per 5 acres with at least five plots per units.
 - (1) Plot sizes will be determined by the tree spacing requirements as shown in the Detailed Thinning Unit Information Sheet(s).
 - (2) Flagged markers will be used to locate the plot centers and identify them by consecutive number. Flags will also indicate the date of inspection and Inspectors initials.
 - (3) Inspection within each plot – each plot will be completed as follows:
- (B) Determine from Table 1 the average spacing requirements and plot radius;

TABLE 1

Avg. Spacing	Spacing/Acre	Avg. Trees/ Plot	Plot Size	Plot Radius-Ft.
11x11	360	7	1/50	16.7
12x12	320	6	1/50	16.7
13x13	258	5	1/50	16.7
14x14	222	4	1/50	16.7
15x15	194	10	1/20	26.3
16x16	170	9	1/20	26.3
17x17	151	8	1/20	26.3
18x18	134	7	1/20	26.3
19x19	121	6	1/20	26.3
20x20	109	6	1/20	26.3
21x21	99	5	1/20	26.3
22x22	90	5	1/20	26.3
23x23	82	8	1/10	37.2
24x24	76	7	1/10	37.2
25x25	70	7	1/10	37.2
26x26	64	6	1/10	37.2
27x27	60	6	1/10	37.2
28x28	56	6	1/10	37.2
29x29	52	5	1/10	37.2
30x30	48	5	1/10	37.2

Each plot will be examined to record findings on the number of trees that were left.

The quality of thinning will be calculated as follows:

	Average Trees/Acre That Were Left		
1.0-	# of trees that should have been left		X 100= Quality %

Deliveries or Performance

F-1 CONTRACT TIME REQUIRED RATE OF PROGRESS

Work shall begin no later than 10 calendar days after the effective date of the Notice to Proceed for each individual call order unless otherwise stated in the DUIS or other supporting documentation, or agreed upon by the COR. Estimated adverse weather and/or road conditions that may prevent access to the work sites or performance to specifications will be indicated on each individual call order.

For future call orders, contract time will be disclosed in the call order information.

In the event a Contractor is awarded more than one item, contract time will run concurrently. Contract time will be determined for each subsequent call order issued on an individual basis. Individual call orders will indicate actual contract time allowed for the completion of the corresponding work.

F-2 MEASUREMENT AND PAYMENT

Acreage as shown in the Detailed Unit Information Sheets has been determined using GPS (Global Positioning System). Note: Acreage listed in the detailed information sheets are Net Contract Acres and in some identified instances may exclude non-work areas left within the units for wildlife habitat.

Acceptance will be based on 100% visual inspection of units. Payment will be made on a unit-by-unit basis and unit results will not be averaged with other units for payment. If visual inspection finds that occasional work elements are poor, but are not representative of overall work quality, the work will be accepted on a unit-by-unit basis for 100% payment.

Thinning(Hand and Mechanical), Pruning, and Mastication-Thinning—If non-conforming work is indicative of an overall problem, plots will be installed to determine work quality as described elsewhere herein. If the work quality is found to be 90% or higher, payment will be made at 100% of the unit price. When work quality is 75-89%, the pay rate will be calculated by multiplying the inspection percentage for each unit by the contract unit price per acre. No payment will be made for units with quality below 75%. Contractor may be allowed to re-work units where possible.

If the Contractor requests a full inspection in response to the Government's initial inspection results, the Government will conduct a full inspection. If the results of that inspection indicate a quality level within five points for the Contractor's inspection results, the pay quality will be that of the Contractor. If the full inspection is more than 5% different than the Contractor's results, the Government's results will be used for payment.

EXAMPLE: \geq 90% quality = 100% payment
 $<$ 90% quality = rework if possible, or actual percentage

Hand Piling, Grapple Piling, Bunch Piling, Pullback, Chipping, Mastication-Fuels Rearrangement, and Pile Burning If non-conforming work is indicative of an overall problem, the Contractor shall re-work areas that do not meet the specifications. Payment will be made at 100% once objectives have been met.

F-3 INVOICE PROCESSING PLATFORM (IPP)

The "Submit Invoice-to" address for USDA orders is the Department of Treasury's Invoice Processing Platform (IPP). The Contractor must follow the instructions on how to register and submit invoices via IPP as prescribed in the previous communications from USDA and Treasury. All invoices shall be submitted via the electronic Invoice Processing Platform. This platform is managed by the U.S. Department of Treasury and additional information is available at this website: <https://www.ipp.gov/index.htm>.

Vendors register at: <https://www.ipp.gov/vendors/enrollment-vendors.htm> to establish an account.

F-4 CONTRACT RELEASE OF CLAIMS

When submitting final payment, Contractor shall provide a signed and dated contract release that includes the following information: "In consideration of receipt of final payment in the amount of \$_____ Contractor hereby releases the United States of America from any and all obligations arising under this contract and any modifications thereof except as reserved herein. Reservations: ___NONE___"

Contract Administration Data

G-1 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE

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

The Contracting Officer should be informed as soon as possible of any actions or inactions by the Contractor or the Government which will change the required delivery or completion times stated in the contract, and the contract will be modified accordingly. (This does not apply to individual task assignments which were issued by the COR provided they do not affect the delivery schedule or performance period stated in the contract.)

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

G-2 APPROVAL OF SUBCONTRACTING

The Subcontractors shall meet all requirements of the BPA and provide all requirements of documentation prior to beginning work. Any subcontract agreement shall contain all terms and conditions of the prime contract.

Special Contract Requirements

H-1 SAFETY

Fuels reduction and slash treatment is inherently dangerous. Hazards include, but are not limited to: chain saw injuries, long driving distances on low-maintenance level Forest Roads, tripping hazards, hyperthermia/hypothermia, fatigue, muscle strains, chemical burns, petroleum products fire and exposure potential, dehydration, insect stings, overhead/falling/flying debris, lightning, mechanical failure, rollover, transportation of equipment, and communications in event of emergency.

1. Chainsaw hazards result from improper cutting techniques and fatigue, inattention to proper safety procedures and bar-tip location, improperly held/positioned chainsaw, and poorly trained sawyers.
2. Driving along forest roads during early and late hours, before or after sunlight will subject drivers and riders to low light angles, dusty conditions, icy and/or muddy roads; as well as encounters with log hauling trucks, road machinery, hunters not watching the roadway, campers and other forest users that may not be intently aware of other motorists who are sharing the roadway.
3. Tripping hazards include all manner of forest vegetation and other debris including rocks. Tripping hazards should also be considered inclusive of slippery surfaces during periods of rain and snow.
4. Hyperthermia and Hypothermia may occur at any time regardless of the absence of extreme weather conditions.
5. Fatigue will occur usually after the lunch period, towards the end of the working day.
6. Muscle strains may occur due to improper lifting, bending, twisting, or turning.
7. Chemical burns may occur during the transfer of oil or gas, or by the unexpected discharge of chemical fire extinguishers. Gasoline fires may occur at any time, but are most likely during refueling hot chainsaws, or during the transfer of petroleum products.
8. Dehydration may occur during both warm and cool periods, or whenever employees are performing arduous tasks while neglecting to ingest adequate fluids that contain electrolytes.
9. Insect stings may occur at any time while in the forest and may include bees, wasps, or other types of biting stinging insects.
10. Overhead/falling/flying debris may occur at any time in the work area. It may include treetops breaking out during periods of windy conditions, snow stress, or because of decaying limbs/trunks. Also included are rolling rocks, logs, and other debris which might become dislodged on steep slopes.
11. Lightning should be regarded as a serious threat whenever active cumulo-nimbus (thunderhead clouds) are forecasted for the area, especially while working near or under tall trees.

12. Machinery will be operating on various slopes on varied soil conditions. Slash, stumps, rocks and other debris may cover hidden hazards. Operation of equipment should not occur on slopes greater than 35%. Contouring of slope with machinery may cause a tipping hazard. Avoid areas that soil conditions are such that equipment/personnel are put at risk of injury due to poor equipment traction. Operators should have experience with the equipment they are operating, knowledge of the type of work being performed, and experience in operating the equipment on the terrain that is to be worked on.
13. Equipment should be in proper working order. Routine maintenance of equipment should be performed to ensure proper working condition. Safety related items are to be in place on machinery at all times when working. Machinery without safety guards or with mechanical problems should be repaired and guards in place prior to beginning work or continued work on the unit.
14. Working equipment will cause flying debris or movement of materials beyond the area the machine is working in. Operators should be vigilant when operating to ensure other people are clear of the working area. Operators should only exit the machinery when all movement from work has stopped, and machine is properly parked. Safety equipment for protection of the operator will be in place prior to any operations. Operations should be suspended if anyone is in the hazard area of flying debris until everyone is clear of the area. Extra vigilance during public "high" use times (hunting seasons, mushrooming season, etc.) should be used to ensure people are not entering hazardous work areas. Signing of the roadways in units should be utilized to warn public of work being done in the area.
15. Transporting equipment on trailers on narrow winding roads with limited visibility and passing space. Driving along forest roads during early and late hours, before or after sunlight will subject drivers and riders to low light angles, dusty conditions, icy and/or muddy roads; as well as encounters with trucks, road machinery, hunters not watching the roadway, campers, and other forest users that may not be intently aware of other motorists who are sharing the roadway. Other motorists may not be aware of heavy equipment in the area and are not expecting to find it.
16. Communications may be limited when working in many areas. Cell phone coverage may not exist and radio operations may require a repeater to function.

Contractor shall provide a written job specific safety plan addressing the hazards identified above and other potential hazards known to the Contractor. The safety plan shall also include the Contractor's policy on cell phone use while operating vehicles and/or machinery. The plan shall be presented at or before the post-award conference for discussion.

H-2 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, and all parts of the work area shall be left in a neat and presentable condition.

H-3 CAMPING PROVISIONS FOR LABOR INTENSIVE CONTRACTS

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

1. These provisions are in addition to those contained in, or provided for, in the clause titled "Use of Premises", in this contract.
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. The campsite shall be located so as to minimize impacts on streams, lakes, and other bodies of water. 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 of any campsite, or termination, revocation, or cancellation of camping privileges, the contractor shall remove, within 10 calendar days, all structures, and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in the camping permit. If the contractor fails to remove all structures or improvements within the 10 calendar days, they shall become the property of the United States, but that will not relieve the contractor of liability for the cost of their removal and restoration of the site.
6. Unless otherwise designated by the Contracting Officer, the use of this area is not exclusive, and may be granted to other Permittees, contractors, or recreating public. Disorderly conduct is not permitted.
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 and replenished as necessary, shall be provided and sufficient for the storage of perishable food items.
10. An adequate and convenient potable water supply shall be provided in each camp for drinking and cooking purposes.
11. Toilet facilities adequate for the capacity of the camp shall be provided and supplied with adequate toilet paper. Such facilities shall be serviced and maintained in a sanitary condition.
12. Garbage shall be collected, stored, and disposed of in such a manner as to prevent scattering by the wind, minimize attraction of flies, and discourage access by rodents.
13. Basic first aid supplies shall be maintained, available and under the charge of a person trained to administer first aid. The supplies shall include:
 - a. Gauze pads (at least 4x4 inches)
 - b. Two large gauze pads (at least 8x10 inches)
 - c. Box adhesive bandages (band-aids)
 - d. One package of gauze roller bandage at least 2 inches wide
 - e. Two triangular bandages
 - f. Scissors
 - g. At least one blanket
 - h. Tweezers
 - i. Adhesive tape
 - j. Latex gloves
 - k. Resuscitation device such as resuscitation bag, airway, or pocket mask
14. Any washing of laundry shall be done in such a way as to provide for washing and rinsing without polluting lakes, streams, or other flowing water.
15. Wastewater must be disposed of away from living and eating areas and in a fashion that minimizes pollution to lakes, streams, and other flowing water.
16. The contractor 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 the written permission from the Forest Service.
17. The contractor shall comply with the following fire regulations during fire season:
 - 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 1:A 10:BC is required during the fire season.
 - b. All fire rings or outside fireplaces will be approved by the Forest Service representative. The area will be cleared down to mineral soil for a distance of 1 foot outside of the ring or fireplace and it

will not have any overhanging material. Fire rings will be dismantled and material disposed prior to leaving the site.

- c. All generators and other internal combustion engines will be equipped with USFS 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 (b).
 - d. All fuel will be stored in UL approved flammable storage containers and be located at least 50 feet from any open flame or other source of ignition.
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 a camping permit at any time.

H-4 PERSONAL PROTECTIVE EQUIPMENT

1. The contractor will train in the safe operation and use of equipment to all workers using such equipment.
2. Personal protective equipment, including personal protective equipment for eyes, face, head, and extremities shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards or processes encountered in a manner capable of causing injury or impairment in the function of any part of the body.
3. Defective or damaged personal protective equipment shall not be used.
4. The contractor shall provide, at no cost to the employee, to each employee who operates a chain saw, chain saw chaps and assure the chaps are worn during saw operations. These chaps must be approved by Underwriters Laboratory or meet Forest Service specification 6170-47. The chaps shall cover the full length of the thigh to the top of the boot on each leg.
5. The contractor shall assure that each employee wears foot protection that provides adequate traction and ankle support. Employees operating chain saws shall wear foot protection that is constructed with cut-resistant material which will protect the employee against contact with a running chain saw.
6. The contractor shall provide, at no cost to the employee, and assure that each employee who works in an area where there is potential for head injury from falling objects or flying objects wears a hard hat that meets the minimum requirements of American National Standards Institute (ANSI) standard Z89.1-1997.
7. The contractor shall provide, at no cost to the employee, eye protection where there is potential for eye injury due to flying objects. This eye protection must meet the minimum requirements of ANSI standard Z87.1-2003.
8. The contractor shall provide, at no cost to the employee, hearing protection where there is a potential for hearing loss due to high intensity noise e.g., chain saw operation.

H-5 EMPLOYMENT OF ELIGIBLE WORKERS

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

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

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

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

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

LABOR STANDARDS FOR CONTRACTS INVOLVING MIGRANT AND SEASONAL AGRICULTURAL WORKERS

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

(b) *Definitions.*

"Migrant Agricultural Worker" and "Seasonal Agricultural Worker", as used in this clause, mean individuals employed in agricultural (including forestry) work on a seasonal or temporary basis. A worker who moves from one seasonal activity to another is employed on a seasonal basis even though the worker may continue to be employed during a major portion of the year. Migrant workers are required to be absent overnight from their permanent place of residence. Seasonal workers are not required to be absent overnight from their permanent place of residence. Members of the contractor's immediate family are not considered to be either migrant or seasonal workers. "Immediate family" includes only (1) spouse; (2) children, stepchildren, or foster children; (3) parents, stepparents, or foster parents; and (4) brothers and sisters.

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

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

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

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

(2) Wage and Payroll Standards

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

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

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

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

(3) Motor Vehicle Safety

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

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

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

(4) Housing

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

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

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

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

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

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

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

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

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

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

H-7 Migrant and Seasonal Agricultural Worker Protection Act Registration (DEC 1999)

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

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

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

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

***Employee Class: Forestry Technician GS-5
Monetary Wage: \$22.72/hour***

(c) Selection Criteria for Awarding Call Order.

Call orders will be competed based on price. Any performance issues will be handled at the BPA level.

If a contractor is awarded multiple call orders, work shall be completed concurrently unless otherwise specified in a call order.

Single or multiple awards may be made for individual call orders, as specified on the call order.

(d) Process

1. A warranted Contracting Officer must issue all Call Orders. When fuels reduction, slash treatment, and related work is required, a proposed call order will be sent to each qualified Contractor.
2. Awardees under the contract will generally be allowed 10 to 15 working days to prepare and submit quotes. However, more or less time may be necessary based on the requirements. If an awardee is unable to perform a requirement, the awardee may submit "NO QUOTE" to the call order request. While no mandatory requirement exists for the submission of a quote, failure to respond to three consecutive orders will result in contract termination. If this should occur, resulting in a decline in the contract pool or call order quantities that exceed vendor pool capabilities, additional Contractors may be added to the list through a competitive process.
3. Call Order Issuance: All call orders will be issued on a firm-fixed-price basis. Call orders may be issued verbally or by electronic commerce methods. Verbal call orders will be backed up by a written order.