

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1093892		PAGE OF 1 55	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 1240BG23Q0034		6. SOLICITATION ISSUE DATE 07/18/2023
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ROCHELLE INFANTE			b. TELEPHONE NUMBER (No collect calls) 303-946-8487		8. OFFER DUE DATE/LOCAL TIME 08/08/2023 1700 MD
9. ISSUED BY USDA-FS CSA NORTHWEST 5 1220 SW 3RD AVE STE 310 PORTLAND OR 97204-2829				CODE 40BG	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) <input type="checkbox"/> 8(A)		NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 115310 SIZE STANDARD: \$11.5
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED <input type="checkbox"/> ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)		13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> REQUEST FOR QUOTE (RFQ) <input type="checkbox"/> INVITATION FOR BID (IFB) <input type="checkbox"/> REQUEST FOR PROPOSAL (RFP)	
15. DELIVER TO ROCKY MOUNTAIN RESEARCH STATION-OGD 507 25TH STREET OGDEN UT 84401				CODE 84ME	16. ADMINISTERED BY USDA-FS CSA NORTHWEST 5 1220 SW 3RD AVE STE 310 PORTLAND OR 97204-2829		CODE 40BG
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 <input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Period of Performance: 09/01/2023 to 08/31/2024 Wilderness Plots Delivery: 04/28/2023			18	EA		
0002	Wilderness Plots with Soils Delivery: 08/31/2024 Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)			3	EA		
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Government Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ 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	
				ROCHELLE R. INFANTE			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0003	Non-Wilderness Plots Delivery: 08/31/2024	17	EA		

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	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <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		41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
			42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

- (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 an **_Request for Quotation (RFQ)_**.
- (iii) The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2023-04.
- (iv) This procurement is set aside for Small Business. The NAICS code is 115310 and the Small Business Size Standard is \$11.5.

(v) Schedule of Items/Price Schedule

Schedule of Items

Project Description: FIA Plots North Idaho

Vendor Name: _____ Vendor UEI: _____

Item	Supplies/Services	Qty	Unit of Issue	Unit Price	Total Price
0001	Wilderness Plots	18	EA		
0002	Wilderness Plots with Soils	3	EA		
0003	Non-Wilderness Plots	17	EA		
	<i>Total</i>				

Schedule Notes:

- a) This will be a firm fixed price contract. One award will be made from this solicitation, contractors must submit pricing for all items.*

(vi) Description of Requirement (including a list of any attachments)

The work of this contract encompasses field-based vegetation sampling of forested and non-forested condition inventory plots across the Rocky Mountain Research Station. It includes, but is not limited to locating, monumenting, and photographing plots and conducting inventories of trees, shrubs, forbs, grass, collecting tree cores, and setting characteristics using a variety of protocols in the *RMRS FIA P2 Field Procedures* (see **Attachment 1**).

The work performed and the data collected shall be in compliance with the terms, specifications, conditions and provisions of this solicitation and the *RMRS FIA P2 Field Procedures* (see **Attachment**

1), or the most current version of this manual prior to data collection. The guide specifies the procedures and definitions for field implementation unless modified by this contract. Plot photos are required to be taken at each location and consist of 4 digital photographs taken in the cardinal directions (north, south, east and west) from plot center.

Attachment A: Statement of Work

Attachment 1: *RMRS FIA P2 Field Procedures Field Manual* Page 13

Attachment 2: *Certification of Crews* Page 14

Attachment 3: *Government Quality Assurance Plan* Pages 15-18

Attachment 4: *Camping Provisions* Pages 19-22

Attachment 5: Wage Rate Determination State of Idaho

Included Exhibits:

Exhibit A – Hardware, Software, and Data Processing Procedures

Exhibit B – RMRS Scoresheet

Exhibit C – Non-Disclosure Agreement

Exhibit D – Landowner Contact Form

Exhibit E – Map Fuzzed Coordinates

Exhibit F – Spreadsheet Plot Locations

Exhibit G – Needle Collection Protocol for Identification of Whitebark and Limber Pine

Exhibit H – Tree Core Collection Procedures 2022

Exhibit I- Needle Collection Protocol

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

Northern Idaho, Period of performance Date of Award estimated to be 9/1/2023 through one calendar year estimated 8/31/24 with plots visited only during the months of June through September.

(viii) 52.212-1 Instructions to Offerors – Commercial Products and Commercial Services (MAR 2023) (Provision)

Addenda to provision 52.212-1:

For simplified acquisitions, the word quote or quoter is substituted in provision 52.212-1 for the word offer or offeror.

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

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

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

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

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

ii) Technical Capability – Provide a list of equipment and key personnel (with qualifications) that will be used to complete this project.

b) Price Proposal – Include the following: 1) the completed Schedule of Items from Section B of this solicitation, and 2) acknowledgement of any amendments to this solicitation by following the instructions that accompany the amendment(s).

c) Representations and Certifications – Fill in the check boxes for provisions 52.204-24, 52.212-3, and Employment of Eligible Workers-Workforce Certification found in paragraph x of this solicitation and include a copy with your offer.

3) Submit offer by email to Rochelle.Infante@usda.gov so that it is delivered into this inbox by the due date and time. Emails should contain 3 separate attachments (Technical Proposal, Price Proposal, and Representations and Certifications) in Microsoft Word, Excel, or Adobe PDF format. Be aware that large attachments may increase the time required to deliver an email. It is the offerors responsibility to confirm receipt of the offer from Rochelle Infante.

4) Address questions about this solicitation to Rochelle Infante at Rochelle.Infante@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 offers:

Price Past

Performance

Technical Capability

The Government may perform a comparative evaluation (comparing offers to each other) to select the contractor that provides the best value, considering the evaluation factors in this solicitation.

(b) 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) (DEVIATION NOV 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.]

[DEVIATION NOV 2022](#) 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](#))

Addenda to 52.212-4:

(xii) **52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders– Commercial Products and Commercial Services (JUN 2023)** ([DEVIATION 2017-1](#), [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) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C.3903 and 10 U.S.C. 3801)

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 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](#)) ([Whistleblower Guidance to Contractor Employees](#))
- ☒ (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) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☒ (8) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).
- ☒ (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 (MAR 2023) (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) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (63) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
- ☐ (64) (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
<u> 08190 </u>	<u> 27.90 </u> / <u> 4.98 </u>
<u> </u>	<u> </u> / <u> </u>
<u> </u>	<u> </u> / <u> </u>

- ☐ (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) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328)

(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) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801)

(xxiii) 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:

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

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

52.204-21 Basic Safeguarding of Covered Contractor Information Systems (NOV 2021)

(a) Definitions. As used in this clause—

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ([44 U.S.C. 3502](#)).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

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

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.

452.211-74 Period of Performance (FEB 1988)

The period of performance of this contract is from _Date of Award_ through _one (1) calendar year.

452.215-73 Post Award Conference (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled within _15_ days after the date of contract award. The conference will be held at: via teams.

452.236-73 Archaeological or Historic Sites (FEB 1988)

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

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

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

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

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

452.237-74 Key Personnel (FEB 1988)

(a) The Contractor shall assign to this contract the following key personnel: _Crew Leader with qualifications listed in statement of work.

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

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

452.237-75 Restrictions Against Disclosure (FEB 1988)

(a) The Contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such

information in whole or in part in any manner or form, or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement.

(b) The Contractor agrees not to disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

452.237-77 Progress Reporting (FEB 1988)

The Contractor shall submit a progress report upon request*, covering work accomplished during that period of the contract performance. The progress report shall be brief and factual and shall be prepared in accordance with the following format:

(a) A cover page containing:

- (1) Contract number and title;
- (2) Type of report, sequence number of report, and period of performance being reported;
- (3) Contractor's name and address;
- (4) Author(s); and
- (5) Date of report.

(b) Section I - An introduction covering the purpose and scope of the contract effort. This shall be limited to one paragraph in all but the first and final month's narrative.

(c) Section II - A description of overall progress plus a separate description of each task or other logical segment of work on which effort was expended during the report period. The description shall include pertinent data and/or graphs in sufficient detail to explain any significant results achieved.

(d) Section III - A description of current technical or substantive performance, and any problem(s) which may impede performance along with proposed corrective action.

(e) Section IV - A planning schedule shall be included with the first progress report for all assigned tasks required under the contract, along with the estimated starting and completion dates for each task. The planning schedule shall be updated and submitted

with each subsequent technical progress report, including an explanation of any difference between actual progress and planned progress, why the differences have occurred, and - if behind planned progress - what corrective steps are planned.

(f) Section V - If applicable, financial information shall be submitted for each major task or line item cost.

Data shall include:

- (1) The total estimated cost budgeted (fee excluded).
- (2) The estimated cost expended during the current reporting period.
- (3) Identification of direct labor hours of prime contractor and subcontractor(s) and/or consultant(s), if applicable.
- (4) Total project to-date expenditures.
- (5) Total remaining funds.

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>
<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.

Data Rights – General

1. The contractor will treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency has unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.
2. The contractor will not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.
3. The contractor will not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
4. The contractor will not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.
5. The Government Agency owns the rights to all data/records produced as part of this contract.
6. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor will deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
7. The contractor agrees to comply with Federal and agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].

8. No disposition of documents will be allowed without the prior written consent of the contracting officer. The agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the agency or destroyed without regard to the provisions of the agency records schedules.
9. The contractor is required to obtain the contracting officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and agency guidance for protecting sensitive and proprietary information.
10. The contracting officer needs to inform contractors of their responsibilities regarding records management if the contract involves access to agency records.

Provisions:**52.204-7 System for Award Management (OCT 2018)****52.204-16 Commercial and Government Entity Code Reporting (AUG 2020)****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](#)

52.252-5 Authorized Deviations in Provisions (NOV 2020)

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

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

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

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

All Offers are due via email to Rochelle.Infante@usda.gov no later than 5:00 pm Mountain Time on August 8, 2023.

(xvi) Government Point of Contact

Rochelle Infante, Rochelle.Infante@usda.gov

US Department of Agriculture (USDA)



Performance Work Statement

Rocky Mountain Research Station

Forest Inventory and Analysis – North Idaho

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Project Title

Rocky Mountain Research Station, Forest Inventory and Analysis – North Idaho

General Information

1.0 Background and Purpose

The Forest Inventory and Analysis (FIA) Program of the U.S. Forest Service provides the information needed to assess America's forests.

The long history of scientifically credible FIA data provides critical status and trend information to resource managers, policy makers, investors, and the public through a system of annual resource inventory that covers both public and private forest lands across the United States.

FIA reports on status and trends in forest area and location; species, size, and health of trees; total tree growth, mortality, and removals by harvest; wood production and utilization rates by various product; and forest land ownership (www.fs.usda.gov/research/inventory/FIA).

The initial focus was to estimate the extent, volume, and condition of live trees as a source of marketable timber available for harvest. Over the years, our mission has expanded to address information needed by our diverse customers. While timber is still important, we now also have the data to assess plant diversity, fuels, and potential fire hazard; condition of wildlife habitats; mortality and risk associated with fire, insects, or disease; biomass, carbon storage, forest health, and other general characteristics of forest ecosystems.

FIA is the only program that provides consistent and credible annual data for all forest lands (public and private) within the United States. FIA covers all forest lands of the United States including Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, and U.S. Pacific Territories. (www.fs.usda.gov/rmrs/documents-and-media/brochure-interior-west-forest-inventory-analysis-iwfia)

The Rocky Mountain Research Station's Base-Level FIA Inventory is a statistically based vegetation sampling program or inventory that supplements the Forest Inventory and Analysis (FIA) National core or Regional FIA program and requires collection of data on or adjacent to the FIA plot. In addition, several plots in each work area will be classified as "Soils" plots that require the Base-Level data and collection of the soils data (including collecting samples). Also, non-forest sampling (All Condition Inventory or ACI) in this element will supplement the existing FIA forestland inventory by collecting additional vegetation plots and conditions over all non-forest conditions (USFS Region 1 only). **Collected data shall be recorded in electronic format using the Forest Service MIDAS software.** This Base-Level FIA Inventory data will be done on all bid items.

1.2 General Description

Work can be performed with a one (1) person minimum crew size. In areas with the potential for high Grizzly bear, Mountain lion, and/or wolf activities, having a crew of two or more persons is recommended for safety. The contractor shall furnish all labor, equipment, supervision, training, insurance, transportation, supplies (except those designated as government-furnished), and incidentals to perform all work necessary on the areas specified. All aspects of the work program shall be performed in an organized, systematic manner to assure services will be performed over the entire unit.

The work of this contract encompasses field-based vegetation sampling of forested and non-forested condition inventory plots across the Rocky Mountain Research Station. It includes, but is not limited to locating, monumenting, and photographing plots and conducting inventories of trees, shrubs, forbs, grass, collecting tree cores, and setting characteristics using a variety of protocols in the *RMRS FIA P2 Field Procedures* (see **Attachment 1**).

The work performed and the data collected shall be in compliance with the terms, specifications, conditions and provisions of this solicitation and the *RMRS FIA P2 Field Procedures* (see **Attachment 1**), or the most current version of this manual prior to data collection. The guide specifies the procedures and definitions for field implementation unless

modified by this contract. Plot photos are required to be taken at each location and consist of 4 digital photographs taken in the cardinal directions (north, south, east, and west) from plot center.

Safe Working Conditions. Safety is always the first priority. The contractor will be working in remote areas and could be exposed to natural hazards including, but not limited to traveling over uneven and rocky terrain, encounters with bears and other wildlife, hostile people, and inclement weather. The contractor shall at their own expense ensure that all employees are trained and have proper safety equipment prior to commencing work in the project areas. Examples of options for dealing with safety concerns include suspension with contract time, moving to another area until the hazard (as in the case of wildfire) has ceased, etc.

Trainings that may be required are:

Bear/Wildlife Awareness Training – Typically given by a Forest Service District, BLM, or Park Service

ATV/UTV/Motorbike Training – Ability to operate these vehicles on Public Lands and follow the laws

Fire Safety and Suppression – Know how and when to build and utilize a small fire at camp and how to put it out cold.

Crews may be required to attend an Agency (Forest Service, Park Service, BLM, etc) safety sessions prior to camping/work.

Proof of safety trainings that may be mandatory by the local agencies where the plots are located shall be provided upon request from the CO or COR. It is the responsibility of the contractor to know what trainings will be needed.

It is the responsibility of the contractor to check the local public managing office for specific hazards, traveling, camping and weather conditions. The contractor is also responsible to notify the CO or COR of any changes to the proposed project plan (to include camping plan as mentioned below) from this information.

1.3 Project Location

Projects will be located on all land ownerships located within the states of Arizona, Colorado, Idaho, Montana, Nevada, New Mexico, Utah, Wyoming, REGION 1 plots located on the border with Idaho and Washington on the west and in the Dakota Grasslands in North Dakota and South Dakota on the east; and REGION 4 plots located on the border with Nevada and California. Plot Vicinity maps showing approximate project locations will be located as **EXHIBIT E** and spreadsheet with ownership and fuzzed latitude/longitude as **EXHIBIT F**.

Road access to each forest inventory location is not guaranteed. Access to the plots may require short or very long hike-ins, horse packing, boat, or helicopter access. The cost to access these plots shall be determined by the offeror and be reflected in the offeror's pricing.

The contractor shall coordinate access information for plot access and/or locked gates owned and operated by the landowner. Permission to access privately owned land is the responsibility of the contractor and must be done prior to starting work in the area. The contractor will document access per instructions in (**EXHIBIT D**) and must provide the minimum of a name of the landowner contact or authorized representative of the landowner and email or phone number for that contact allowing access to their land. Contractor will send this information in an encrypted file will be sent to the CO and/or COR. **Trespassing is not acceptable and may be grounds for termination of the contractor or the contract.**

2.0 Definitions

ACI – All Condition Inventory

Batch – 10 plot packets that are completed and ready for inspection

CO – Contracting Officer

COR – Contracting Officer's Representative

Crew Leader – Person primarily responsible for the plot data and submission of all information

Crew Member - Person who is an assistant to the Crew Leader

FIA – Forest Inventory and Analysis

Landowners – Private individual or group or corporation that is privately owned

Packet (or Plot Packet) – Individual plot envelope that contains aerial photos, topographic map, past field location and tree data, and field forms

RMRS – Rocky Mountain Research Station

Technical Monitor – someone delegated by the CO to perform a task that requires expertise

QC – Quality Control

Contractor Requirements

3.0 Technical Requirements / Tasks

3.1 General Information

1. The contractor shall collect plot data in accordance with the technical specifications described in *RMRS FIA P2 Field Procedures* (see **Attachment 1**) or the most current version of this manual and what is outlined in this proposal. Modifications to each technical specification by the Rocky Mountain Research Station will constitute revisions to these specifications.
2. Plot vicinity map will be issued/included to show approximate plot locations (**EXHIBIT E**). This map is only intended to show access to the area covered by the aerial photography.
3. Some plot locations may have local and/or seasonal access restrictions including, but not limited to, proximity to designated wildlife areas, hunting season and emergency fire restrictions, snow, unstable terrain, etc. These restrictions may include road closures. Exact timing of closures will vary depending on season, weather conditions, or other constraints. Prior to commencing work within these locations, the contractor will contact the appropriate landowner(s) to determine operational restrictions (e.g., access, waste disposal, camping, quarantine restrictions).
4. Plots associated with, Wilderness and/or Soils sites will be shown in the Plot List and noted as “Wilderness” or “Soils”.
5. Collection of Needles (Exhibit G) are on plots that have Whitebark Pine and/or Limber Pine as described in the instructions.
6. Plots associated with Tree Core collection (Exhibit H), will either be shown in the Plot List and noted as “Tree Core” or collection described for any plot with a particular tree specie(s).
7. All Contractors/subcontractors/employees shall sign a Nondisclosure Agreement (NDA) (**EXHIBIT C**) and wait for the NDA to be approved before starting work.
8. Prior to collecting field data, the contractor will be required to use Government-supplied software from which plot information must be loaded onto their Personal Data Recorder (PDR) and all field collected data entered using these respective files. The contractor shall also install MIDAS (Mobile Integrated Data Acquisition System) application updates for their PDR and computers as supplied by the Government, through access to the National MIDAS internet site. <https://apps.fs.usda.gov/fia/midas-v2/main>
9. All contractor’s employees will need to be assigned a crew number by the Government that will be recorded in the PDR for each plot those persons visit.

3.2 Contractor’s Obligations

The contractor shall furnish the following in performance of the contract:

1. The contractor shall furnish crews whose responsibility shall be to locate, measure and maintain plots in accordance with “*RMRS FIA P2 Field Procedures*”. Crew member names will be provided to the CO or COR.
2. Each crew shall have a Crew Leader present while performing all field work. The Crew Leader shall meet the appropriate minimum education and experience level stated in **Section 3.3**, Education and Experience Requirements. The Crew Leader is responsible for all data quality on the plot.
3. Number of Crews - A sufficient number of Crew Leaders and Crew Members to maintain the production schedule.
4. Mandatory Crew Preparation – All contractor Crew Leaders and Crew Members assigned to work on this contract shall be required to review all supplemental materials provided by the Government prior to beginning work. Proof of this training will be provided when requested by the CO or COR. Trainings should include:
 - a. Knowledge of the field protocols in the *RMRS FIA P2 Field Procedures*
 - b. Knowledge of the camping provisions plan

c. How to use Midas and upload data and photos

5. Government Meetings - The contractor shall be available to meet with Government personnel as necessary for the execution of this contract. The Government will not be liable for costs incurred because of lost production due to the contractor attending these meetings.
6. Hardware, Software, and Data Handling Procedures - The contractor shall provide the hardware and software contained in **(EXHIBIT A)** – RMRS Hardware, Software AND Data Handling Procedures. The contractor shall also have high-speed internet connections available to their crews for periodic download of required Government-supplied software updates. The contractor shall also utilize high-speed internet connections to upload their completed, full edited plots to the national MIDAS website server once notified by the COR that the Inspection was acceptable. Dial-up internet connections are not acceptable.
7. GPS Units – GPS units must be capable of averaging for accuracy of each position collected.
8. Contractor must have the ability to investigate parcel ownership data which may require the purchase of an online account.

3.3 Education and Experience Requirements

Each Crew Leader shall meet or exceed the minimum education and experience requirements stated below. The contractor shall provide a summary of the education and work experience prior to certification.

The minimum education/experience requirements for Key Personnel are:

1. Completion of two years in a Forestry, Plant Ecology, or Botany degree program.
2. One season of fieldwork involving plot sampling, classification of understory vegetative characteristics, insect & disease management, vegetative species identification and measurements. Experience shall be in the Western United States* within the past five (5) field seasons.
3. Ability to demonstrate the competent use of stereo-paired aerial photos for ground location.
4. One field season experience as a crew member on a Current Vegetation Survey or Forest Inventory and Analysis (FIA) annual inventory. Shall be able to demonstrate the competent use of stereo-paired aerial photos for ground location.

*Western United States includes the states of Alaska, Arizona, California, Colorado, Idaho, Montana, New Mexico, Nevada, Oregon, Utah, Washington, and Wyoming. A field season constitutes at least 3 months.

4.0 Deliverable / Schedule

4.1 Period of Performance

The anticipated annual period of performance is as follows for North Idaho:

Date of award through one calendar year, est. 9/1/23 to 8/30/2024 with plots visited only during the months of June through September.

The contractor shall be required to (a) commence work under the contract within ten (10) calendar days after the date the contractor is awarded the contract, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than the dates shown in the period of performance. The time stated for completion shall include final edits. The contractor will need to coordinate with the COR for the final date of inspection and allow time for corrective actions prior to the end of the contract or performance period.

4.2 Prosecution of Work

Work shall begin on contract certification plots that may be pre-selected by the Government. As Crew Leaders become certified, they shall work on a ten (10) plot packet basis. Work on plot packets (non-certification plots) shall not proceed until certification plots have been completed and accepted by the Government.

Specific work areas will be established by agreement between the Government and contractor by using a project plan). At the post award conference, the contractor shall submit for the approval of the Government, a project plan specifying the resources (including people, equipment, and other factors) the contractor shall use as well as the rate of progress the contractor proposes to achieve. To be acceptable, the project plan shall include a breakdown of planned progress in terms of plots completed by individual crew for each month of work. The proposed project plan shall meet or exceed the rate of production needed to complete the project by the last date in the period of performance schedule for each item. Any modification of the project plan will be subject to approval by the Government. A revised project plan may be requested by the Government if actual progress falls behind the current approved project plan. The government may request monthly progress reports delivered via email to the COR.

The contractor shall advise the CO or COR of any periods that the contractor will not be working that is not specified in the accepted work plan.

When temporary hazards such as high water, bees, or bears hinder completing a plot, the contractor shall contact the COR and provide an update project plan which will allow the contractor to return to finish the plot later, prior to the end of the period of performance.

When the work performance of a contractor's crew is deficient, the contractor shall correct the deficiencies in the work performance before the crew can proceed with any additional work.

4.2.1 Accessibility

The project area may be accessed by designated Forest Service, Bureau of Land Management (BLM), State, and County roads during the normal operating season. The Forest Service assumes no obligation to do special maintenance to keep roads open. Road access to each plot is not guaranteed. Individual plots are accessible by some combination of two (2) or four-wheel drive vehicle(s), horse, or foot travel. Horse and foot travel, as well as camping, in some areas may have seasonal restrictions on access. Additionally, horse access may be restricted to approved outfitters. Some roads or trails may have been closed after the maps were published. Access to the plots may have short or very long walk-ins. It is the contractor's responsibility to follow all Federal and State regulations when working and/or traveling these lands. The contractor shall contact the local managing office for specific access permissions/instructions and gathering any other information or hazards that may exist.

There may be situations where the contractor identifies access to a plot location through private land as the most efficient travel plan. Permission to access privately owned land is the responsibility of the contractor. The cost to access these plots is the total responsibility of the contractor. All efforts will be made to arrange for contractor access to private, Federal and State lands; however, the contractor will be responsible for following landowner/lease access instructions.

The Government will need vehicle descriptions and plate numbers for contractor's vehicles for permit requirements or to share information with other agencies. The Government will provide permits for locations in National Parks. The contractor shall follow all the requirements in the permits which may include contacting the agency prior to entry.

4.3 Landscape Preservation

The contractor shall give attention to the effect of contract operation upon the landscape. Contractor shall take care to maintain natural surroundings undamaged, and shall always conduct the work in compliance with the following requirements:

- A. **Prevention of the Landscape Defacement.** The contractor shall not remove, deface, injure, or destroy trees, shrubs, lawns, or other natural features or any other improvements in the work area unless specifically authorized by the CO or COR. Unless otherwise provided herein, the contractor shall confine contract operations to within the areas designated in contract documents.
- B. **Protection of Streams, Lakes, and Reservoirs.** The contractor shall take sufficient precautions to prevent pollution of streams, lakes, small ponds, and reservoirs with fuels, oils, bitumen, calcium chloride, silt, or other harmful materials. Mechanical equipment shall not be operated in live streams without written approval of the CO or COR.

5.0 Government Furnished

The Government will provide the following item(s) of Government property to the contractor for use in the performance of this contract.

1. *RMRS FIA P2 Field Procedures Field Manual (Attachment 1)* – One copy per certified contract crew member up to a maximum of 10 manuals per bid area.
2. Permits for accessing properties such as National Park Service, BLM, or other entities that require permits.
3. Plot packets containing past data (if past data exists), aerial photographs or other imagery, a map of the immediate plot area (generally a USGS Quad or portion of), and data forms.
4. Tree tags – these are aluminum silver tags and black reference (RP and X-tree) tags for use on reference trees or other objects as defined in the field manual.
5. Flagging – two kinds of flagging: orange flagging and blue/white striped flagging.
6. Aluminum and steel nails.
7. Steel plot stakes.
8. Plot forms.
9. Map – One set of plot location maps per field crew. This map will be GIS maps with exact locations for the bid area. These can be provided electronically or printed.
10. Habitat Type Association keys – one copy per certified crew. Some publications are available electronically.
11. MIDAS software for collecting field data for all plots.
12. Two sets of soil sampling equipment per contract.

All Government furnished manuals, keys, and plot indicator books and soil equipment shall be returned together with any unused nails, tags, stakes, etc., at the completion of the contract. Any items not used or returned will require reimbursement at the replacement value.

6.0 Travel

The contractor shall be responsible for any and all travel costs incurred by the contractor as a result of this contract. Contractor is reminded that travel costs shall be allowable and allocable in accordance with government policy.

6.1 Camping

The contractor will follow all laws and rules as defined by each Agency, State, or Private lands. The contractor will follow instructions on permits provided to access properties. The contractor is responsible to contact the appropriate authorities (Forest Service District Rangers, Park Service, Landowner, etc.) to identify legal camping locations and obtain camping permits without additional cost to the Government. Refer to **Attachment 4**.

7.0 Contractor's Key Personnel (AGR 452.237.74 BEB 1988)

The contractor shall assign to this contract the following key personnel: Crew Leader(s).

The minimum education/experience requirements for Crew Leader(s) are:

1. Completion of two years in a Forestry, Plant Ecology, or Botany degree program.
2. One season of fieldwork involving plot sampling, classification of understory vegetative characteristics, insect & disease management, vegetative species identification and measurements. Experience shall be in the Western United States* within the past five (5) field seasons.
3. Ability to demonstrate the competent use of stereo-paired aerial photos for ground location.

4. One field season experience as a crew member on a Current Vegetation Survey or Forest Inventory and Analysis (FIA) annual inventory. Shall be able to demonstrate the competent use of stereo-paired aerial photos for ground location.

*Western United States includes the states of Alaska, Arizona, California, Colorado, Idaho, Montana, New Mexico, Nevada, Oregon, Utah, Washington, and Wyoming. A field season constitutes at least 3 months.

Should Key personnel change contractor will ensure that an NDA is signed and submitted to the COR/CO within 1 business day.

8.0 Security Requirements

All plot locations are confidential as dictated by the amended 1985 Food Security Act. All contractors selected for field sampling according to this protocol must sign and adhere to the RMRS Nondisclosure Agreement (**Exhibit C**), the FIA Inventory Policy for Public Lands, and all agreements and conditions established by the RMRS and the Intermountain Region. Additionally, all records (electronic and hard copy) containing plot location coordinates must be destroyed upon completion of the contract. Proof of destruction may be requested by the CO or COR that shall include the date of destruction and the description of what was destroyed.

9.0 Data Rights

At the conclusion of the contract, the contractor will destroy any information that contains the location of the plots, data, and names of the landowners. Proof of destruction may be requested by the CO or COR that shall include the date of destruction and the description of what was destroyed.

10.0 Section 508 - Electronic and Information Technology Standards

None

11.0 Performance Requirement Measures

TASKS	QUALITY/ PERFORMANCE STANDARDS	ACCEPTABLE QUALITY LEVEL	MEANS OF MEASUREMENT	PAYMENT FOR WORK
Crew Leader Certification	Compliance with Attachment 1 , " <u>RMRS FIA P2 Field Procedures</u> ", <i>Certification of Crews (Attachment 2)</i> and the <i>Government Quality Assurance Plan</i> , (Attachment 3).	Within tolerances shown in Attachment 1 , of the " <u>Field Procedures</u> "	1 plot is to be completed by the Crew Leader. The Government reserves the right to choose the plot that will become the cert plot. The COR or Technical Monitor will inspect and score the plot based on the RMRS Scoresheet (EXHIBIT B)	<p>≥95% = Full pay and Certification.</p> <p>85%-94.99 = Percentage of pay and Certification.</p> <p><85% = 85% of pay and not Certified, rework required.</p> <p>*Pay is determined by the original score.</p>
Plot Photos	Compliance with Attachment 1 , " <u>RMRS FIA P2 Field Procedures</u> " and the <i>Government Quality Assurance Plan (Attachment 3)</i>	Within tolerances shown in Attachment 1 , of the " <u>Field Procedures</u> "	Photos taken on the Location Center at Point 1 in the four cardinal directions. Photos need to comply with descriptions in the RMRS FIA P2 Field Procedures	<p>All plot photos must be submitted prior to approval of Batch payment.</p> <p>Photos that are unacceptable, the option is to either fix the unacceptable photo(s) or pay \$25 per unacceptable photo.</p>
Data Collection	Compliance with Attachment 1 , " <u>RMRS FIA P2 Field Procedures</u> " and the <i>Government Quality Assurance Plan (Attachment 3)</i>	Within tolerances shown in Attachment 1 , of the " <u>Field Procedures</u> "	1 plot in each group of 10 plots is to be chosen by the COR or Technical Monitor to be inspected and scored based on the RMRS Scoresheet (EXHIBIT B). The score of inspection will be applied to all plots in the packet.	<p>>95% = Full pay for all plots in the batch.</p> <p>85%-94.9 = Percentage of pay for all plots in the batch.</p> <p><85% = 85% of pay for all plots in the batch, rework required.</p> <p>*Pay is determined by the score of the first check</p>
Digital Data Delivery	Compliance with Attachment 1 , " <u>RMRS FIA P2 Field Procedures</u> :" and the <i>Government Quality Assurance Plan (Attachment 3)</i>	100% Compliance with Attachment 1 & Government Quality Assurance Plan (Attachment 3) .	Passed MIDAS Mobile application edits and passing the EPF Inspection. Passed the MIDAS Edit Review process	All plots must be submitted once notified by the COR for each batch of work.
Submission of Plots	Compliance with Government Quality Assurance Plan (Attachment 3)	100% Compliance with <i>Government Quality Assurance Plan (Attachment 3)</i> .	All completed Plots will undergo inspection of the electronic data, and MIDAS Edit Review	All plots must be submitted once notified by the COR for each batch of work.

Skipped Visit Plots	Compliance with Attachment 1 , <u>"RMRS FIA P2 Field Procedures: and the <i>Government Quality Assurance Plan</i> (Attachment 3)</u>	100% Compliance with Attachment 1 and Government Quality Assurance Plan (Attachment 3)	COR or Technical Monitor will examine data and Electronic Plot Files for compliance.	The contractor will not be paid for any plot that could not be completed within the Period of Performance. These plots will be returned to the Government.
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Example of Payment:

Example of Batch Payment by QC Score				
<i>Plot</i>	<i>Plot Type</i>	<i>QC Score</i>	<i>Price/Plot</i>	<i>Payout</i>
1	Wilderness		\$500	\$460
2	Wilderness w Soils		\$525	\$483
3	FS		\$400	\$368
4	BLM	92%	\$400	\$368
5	FS		\$400	\$368
6	State		\$400	\$368
7	FS w Soils		\$450	\$414
8	State w Soils		\$450	\$414
9	Wilderness		\$500	\$460
10	Wilderness		\$500	\$460
		Totals	\$4,525	\$4,163 Amount to be Invoiced

List of Attachments

Attachment 1: *RMRS FIA P2 Field Procedures Field Manual* Page 13

Attachment 2: *Certification of Crews* Page 14

Attachment 3: *Government Quality Assurance Plan* Pages 15-18

Attachment 4: *Camping Provisions* Pages 19-22

Included Exhibits:

Exhibit A – Hardware, Software, and Data Processing Procedures

Exhibit B – RMRS Scoresheet

Exhibit C – Non-Disclosure Agreement

Exhibit D – Landowner Contact Form

Exhibit E – Map

Exhibit F – Spreadsheet

Exhibit G – Needle Collection Protocol for Identification of Whitebark and Limber Pine

Exhibit H – Tree Core Collection Procedures 2022

Attachment 1

RMRS FIA P2 Field Procedures Field Manual (and any updates to this document).

An electronic version of the Field Manual is at www.fs.usda.gov/rm/ogden/data-collection/field-manuals.shtml

Attachment 2: Certification of Crews

The process of certification is not intended to train crews, but only to evaluate their competency for use on this contract. The contractor will be paid for certification plots when those plots are also part of the contract.

1. Certification by the Forest Service - The Government will furnish a crew certification process as follows:
 - a. All Contractor's personnel shall demonstrate the ability to read, interpret, and apply information contained in the *RMRS FIA P2 Field Procedures Field Manual* (www.fs.usda.gov/rm/ogden/data-collection/field-manuals.shtml) by recording, estimating, and editing plot data during the measurement of one acceptable certification plot.
 - b. The Government will provide certification of contract crews. For certification purposes, the maximum number of 6 crews (crew leader and assistant(s) if applicable) per contract item will be provided by the government.
2. If the contractor desires more than the specified number of crews per contract item to be certified, the Government may approve the request. Requests for additional certifications shall be submitted to the Government in writing and must state the number of additional certifications requested and the dates. If request(s) are approved, the Government will select the plots to be used for additional certification within five (5) Government working days from the date the certification request is received.
3. The contractor shall begin work on certification plots in accordance with Section 4.1, Period of Performance. Contractor crews listed as their Key Personnel (section 7.0) shall be certified within 30 calendar days of the effective start work date, or the Government may take action in accordance with the Default clause. The initial certification will consist of the first field plot satisfactorily completed. In the event a crew fails one of these plots, a second certification plot shall be included as part of that crew's initial certification. For a certification plot to be acceptable, the inspected Plot quality shall be passing in percentage grading system, **where 90% and above is passing**. Failed quality in the inspection results will not be acceptable.
4. The COR or a designated technical expert (QC Inspector) shall complete certification as either: 1) the second or third person of an established crew, or 2) as an additional crew. The plots required to certify the COR shall be included as part of the initial certification.
5. During the initial certification of crews, sessions may be held each workday at times and locations designated by the Government. The Government may use these sessions to return plot inspection results, address specific contract questions, or accept certification plots for field inspection. Failure of two certification plots will be cause to notify the contractor and request that one or both crew members be replaced.

The COR, or designated QC Inspector, will inspect completed plot packets to evaluate field measurements, field classifications, legibility, completeness, and correct coding of all submitted forms, electronic files and documentation. **A completed batch consists of 10 plot packets.**

Completed Work.

1. A batch is considered complete when all field, plot photos and electronic data has been inspected and accepted for payment.

Submission of Batches

1. Prior to submission to the COR or designated QC Inspector, batches shall meet the following criteria:
 - i. Data shall be submitted in accordance *RMRS FIA P2 Field Procedures* (www.fs.usda.gov/rm/ogden/data-collection/field-manuals.shtml), or the most current version of this manual.
 - ii. The installation information (crew name and assigned number, plot establishment date, field edit date) and all agency provided data (e.g., sample type, plot number, etc.) shall be completed on every form, where applicable, and for all plot packets.
 - iii. Route to Location Center and route to plot diagram, travel notes and information pertinent to stake position of location center shall be provided as described in *RMRS FIA P2 Field Procedures*, or the most current version of this manual.
 - iv. For RMRS protocol-based plot collection, a plot diagram shall be completed as described in *RMRS FIA P2 Field Procedures*, or the most current version of this manual.
 - v. All associated plot photos, vegetation samples, and soil samples are turned in.

Inspection of Plots

1. The COR or designated QC Inspector will determine work quality by inspection of each completed plot in a batch. An inspection will consist of:
 - a. **Selected Plots**
 - i. Inspection of selected plot(s) will be completed for compliance with the specifications and individual tolerance requirements specified in the *RMRS FIA P2 Field Procedures*, or the most current version of this manual.
 - ii. Minimum number of plots to be inspected is calculated as follows:

Number of Plots in Payment Batch	Minimum Number of Plots to be Inspected
10	1

b. Plot Location

- i. In the event a plot cannot be located using the instructions prescribed in the specific field guides, the entire batch will be charged a fatal error and returned to the contractor for rework. The COR or designated QC Inspector will record the global position of the plot in accordance with the *RMRS FIA P2 Field Procedures* during

the field inspection. The Lat/Long coordinate will consist of recorded three-dimensional positions (degree, minutes, seconds). This coordinate will be used to evaluate the field inspected plot using the tolerance specified in the *RMRS FIA P2 Field Procedures*.

Field Inspection

1. The COR or designated QC Inspector will select at least the minimum number of plots (1) required from each batch to be field inspected.
2. Additional inspections may be made as the COR or designated QC Inspector deems appropriate.
3. Field inspections will be performed from the electronic data submitted by the contractor to the Inspector either by sending the data on a USB drive or by other secure means. Unencrypted email is not acceptable.
4. This field inspection will check the selected plot for accuracy, correctness, and completeness of submitted data.
5. Each measurement, observation or other work as specified by the appropriate field guides shall be verified and the correct value recorded.
6. Plot data will be evaluated by use of the tolerances specified in the *RMRS FIA P2 Field Procedures*.

Inspection Items

1. **The following shall be checked on each inspection:**
 - A. Verify documented measured distances and written directions from main road to locate plot
 - B. Reference Point (RP) data
 - C. X-tree and Y-tree data
 - D. GPS data where the field crew collected it
 - E. Plot Level and Condition Class Attributes
 - F. Site Tree measurements and tree selection
 - G. Habitat Type assigned to the plot
 - H. Subplot 1 measured in its entirety
2. **A minimum of 2 subplots are fully inspected** (all measurements are taken).
3. **A minimum of 20 trees are measured** unless the plot has low tally or is non-forest.
 - a. If there are not enough trees available on the two fully inspected subplots, additional subplots are fully inspected to meet the 20-tree minimum.
4. **On all four subplots**, the following will be checked:
 - a. Plot layout; including both subplot and microplot center locations
 - b. Condition Class presence/absence
 - c. Subplot Attributes
 - d. Microplot seedling count

- e. Boundary mapping
- f. Missed/added Tree Tally (including saplings on the microplot)
- g. Collect Soil Samples
- h. Collect needle samples
- i. Collect tree cores

Inspectors will record all measurements as they are at the time of inspection

1. The items listed below will present unique challenges when scoring the plot because the natural environment may have changed significantly over a short period of time due to seasonality, fast decadence rates or susceptibility to ground disturbance. Additional notes will be necessary for the QA Inspector to know when there were real errors or just on-the-ground changes:
 - a. Vegetation Profile – species, heights, and cover
 - b. Down Woody Material (DWM)- Transects are lined up with the production crew's as best as possible to check all measurements. If the production crew did not leave flagging, the transect can be placed at the QA inspector's azimuth (although effort is made to line up CWD pieces if possible).
 - c. Soil sampling data (when required).

Plot Photographs

1. During office edit each photograph will be checked to see that it is clear, sharp, not blurred, not taken into the sun and follows the procedures described in *RMRS FIA P2 Field Procedures Manual*.
2. Photos taken during heavy rain or snowstorms or after dark using a flash are not acceptable.
3. Missing or unacceptable photos shall incur a fee of \$25/photo.

Discrepancy Trend in Plot Data

1. Plot Data and Electronic Data

- a. If during inspection of selected plot(s) or review of submitted data, the COR or the designated QC Inspector determines a similar discrepancy is occurring in the information being recorded by the contractor, the COR or QC Inspector shall notify the contractor of the findings.
- b. If the same trend continues in future inspection and payment batches, the batch(es) will be returned for rework.
- c. If the COR or QC Inspector notices a discrepancy trend developing while inspecting plots, they may visit plots not selected in the sample, to inspect the data in question.
- d. These plots will be used to determine if a discrepancy trend does exist, not for payment purposes.
- e. The COR or QC Inspector will notify the Contractor of the findings. If the same trend continues in future inspections and payment batches, the batch(es) will be returned for rework.

2. Unacceptable Data

- a. If an individual or crew repeatedly installs plots/subplots in wrong locations or makes inaccurate measurements or observations (e.g., missed heights, diameters, vascular plant identification, etc.) over two inspections, the COR or the designated QC Inspector may notify the contractor and require the contractor to replace the individual or crew or recommend termination for default to

the CO.

3. Unacceptable Errors for Plots

- a. If one of the following unacceptable errors occurs and the batch is determined to be unacceptable it will be returned to the Contractor for rework if any one of the following conditions occurs:
 - i. Any plot where the stake(s) for subplot/microplot centers, or end of sample planes, cannot be located because of improper installation, or for any other reason attributable to noncompliance with the field guide as identified in the task order.
 - ii. Any location stake or sample plane stake located outside of tolerance identified in the field guide.
 - iii. Any plot payment batch with an overall inspection failure.
 - iv. Any plot packet in which the earliest data collected is more than fifteen (15) days earlier than the latest plot data collected in that batch (allowances can be made by the COR or designated QC Inspector due to remote access issues).
 - v. Any group of plot packets that is submitted more than fifteen (15) days beyond the latest plot data collected in that batch.

4. Re-inspection Upon Contractor Request

- a. If the COR or designated QC Inspectors' original inspection results are unacceptable to the contractor, the contractor has the option to request, in writing, a re-inspection. Requests for re-inspection shall be made **within five calendar days after receipt of** initial inspection results. A complete re-inspection of the original inspected plot(s) will be made.
- b. The contractor may accompany the COR or designated QC Inspector during the re-inspection.
- c. If re-inspection does not result in an additional payment for the contractor, the contractor must pay for the re-inspection. Re-inspection for resubmitted units will be done in accordance with the original inspection procedures.
- d. Results of this re-inspection will supersede the original inspection for determining acceptability and payment.

5. Rework and Re-Inspection after Rework

- a. All plots in a batch will be returned to the Contractor when the batch is determined to be unacceptable. The contractor is required to rework all of the plots in the payment batch.
- b. At the Government's option, the packets reworked by the contractor, different colored flagging shall be tied at location center. The COR or designated QC Inspector shall specify the color of the ribbon. Each time the packet is reworked a different colored ribbon shall be used.
- c. The Government is not required to provide more than 1 re-inspection on any single packet.

6. Right to Re-performance

- a. In accordance with the Inspection of Services Clause in this section, the Government reserves the right to have any failed plot accomplished by another contractor or the Government itself and appropriately charge the cost to the original contractor's invoice.

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

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

Every structure used as shelter 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.

The campsite must 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 is permitted within developed recreation sites or along primary recreation roads.

The campsite shall have a clean appearance at all times. Upon abandonment of any campsite, or termination, revocation, or cancellation of camping privileges, the contractor shall remove, within 10 calendar days, all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in the camping permit. If the contractor fails to remove all structures or improvements within the 10 calendar days, they shall become the property of the United States, but that will not relieve the contractor of liability for the cost of their removal and restoration of the site.

Unless otherwise designated by the Contracting Officer, the use of this area is not exclusive, and may be granted to other permittees, contractors, or recreating public. Disorderly conduct is not permitted. Damaging or removing any natural feature or other property of the Forest Service is prohibited. Servicing of equipment in the campsite is not permitted, unless the campsite is within the project area. Sanitary facilities 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. An adequate and convenient potable water supply shall be provided in each camp for drinking and cooking purposes. 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. 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 wildlife.

Basic first aid supplies shall be maintained, available, and under the charge of a person trained to administer first aid. Upon the request of the CO/COR the contractor shall produce copies of employees first aid/CPR certifications. The supplies shall include:

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

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.

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

The contractor shall take all reasonable precautions to prevent and suppress forest fires. No material 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.

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

During the fire season, a shovel, axe or Pulaski, 10- quart pail which is full of water for immediate use, and a fire extinguisher with an Underwriters Laboratory (UL) rating of at least 1:A 10:BC is required during the fire season.

All fire rings or outside fireplaces must 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.

All generators and other internal combustion engines must be equipped with US 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 the paragraph above for fire rings or outside fireplaces.

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

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

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

Camping and Worksite Conditions

The contractor shall submit a Camping Plan consistent with the camping permit, and supplementary requirements in Section J. The contractor shall provide a plan based on items awarded prior to start of work.

The contractor shall be aware of and abide by the rules of the Intermountain Region National Forests applicable to forest visitors.

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

Fire Control

(a) Contractor's Responsibility for Contractor-Caused Fires. The contractor, whether or not directed by the Forest Service, shall immediately extinguish, without expense to the Government, all fires on or in the vicinity of the project which are caused by contractor's employees, whether set directly or indirectly as a result of contractor operations. The contractor may be held liable for all damages and costs of additional labor, subsistence,

equipment, supplies, and transportation resulting from fires set or caused by the contractor's employees or resulting from contract operations.

(b) Other Fires. For the purpose of fighting forest fires on or in the vicinity of the project which are not caused by the contractor or his employees, the contractor when requested by the CO shall place his employees and equipment temporarily at the disposal of the Forest Service. Payment for such services will be made by the Government on a contract at not less than the current rate for fire-fighting services established by the Forest Service in the area concerned.

(c) Fire Protection Requirements - Fire Plan. At all times during closed fire season period, as specified by State law, the contractor shall comply with each of the following provisions to the extent applicable to his operation under the contract.

(1) Fire Extinguishers and Tools on Mobile or Stationary Equipment. Each unit of powered equipment used in connection with this contract, including automobiles, trucks, tractors, etc., shall be equipped with serviceable tools and fire extinguishers as follows:

One - fire extinguisher, dry chemical type of not less than 2-1/2 pound capacity with 4 BC or higher rating.

One - shovel, round point #0 lady or equal.

One - ax, 2 pounds or over, 26-inch minimum length, or one Pulaski.

One - water container (at least 1-gallon capacity), not required with stationary equipment.

(2) Spark Arresters. Each internal combustion engine shall be provided with a spark arrester or spark arresting device approved by the Forest Service. Exceptions where the Forest Service may approve mufflers, or other equipment in lieu of spark arresters qualified and rated under Forest Service Standard 5100-1a are: (a) small multi-position engines, such as chain saws, shall meet Society of Automotive Engineers J335b standards; (b) passenger-carrying vehicles and light trucks may have baffle-type mufflers with tail pipe; (c) heavy-duty trucks may have a vertical stack exhaust system and muffler, provided the exhaust stack extends above the cab of the vehicle. An exhaust-driven turbo charger is considered to be a satisfactory spark arrester. Internal combustion engine exhaust systems, arresters, and other devices must be properly installed and maintained.

(3) Power saws. For each power saw used in connection with this contract, the following will be provided:

One - shovel, round point #0 lady or equal. Shovel must be immediately available for use.

One - Fire extinguisher, containing not less than 8 ounces of extinguisher fluid, or a dry chemical powder-type of not less than 1-pound capacity. The extinguisher must be immediately accessible to the saw operator at all times.

Any fueling or refueling of a power saw shall only be done in an area which has first been cleared or is free of all material capable of carrying fire; power saw shall be moved at least 10 feet from place of fueling before starting.

(4) Blasting. Fuse or prima cord shall not be used unless authorized in writing by the COR

with special precautions stated.

(5) Smoking. Smoking shall not be permitted within the contract area except on surfaced or dirtroads, at landings, within closed vehicles, in camps, or at other posted places, and shall never be allowed while working or traveling on foot.

(6) Storage of Petroleum and Other Highly Flammable Products. Gasoline, oil, grease, or other highly flammable material will be stored either in a separate building used exclusively for such storage, or at a site where all combustible debris and vegetation is cleared away within a radius of 25 feet. Fire extinguishers and/or sand barrels may be required at such locations specified by the Forest Service when unusually hazardous conditions exist.

(7) Debris Burning and Warming Fires. Burning permits will be required for all debris burning fires. Lunch and warming fires may be allowed in fireproofed areas during periods of low fire danger if and as specified in the fire plan. Such fires must not be left burning unattended.

(8) Precautions for Stoves. Stove pipes on all temporary buildings, trailers, and tents using woodburning stoves, will be equipped with roof jacks and serviceable spark arresters of mesh with openings no larger than 5/8 inch.

All stove pipes, inside and out, will not be closer than 2 feet from any wood or other flammable material or 1 foot if the combustible material is protected by a metal or asbestos shield.

(9) Welding. Welding or use of cutting torches will be permitted only in areas that have been cleared or are free of all material capable of carrying fire. Flammable debris and vegetation must be removed from within a minimum of 10 feet radius of all welding and cutting torch operations. A shovel and a 5-gallon standard backpack water container (filled) with hand pump attached, shall be immediately available for use in the event of a fire start.