

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

RATING

PAGE OF PAGES

1 | 5

2. CONTRACT (Proc. Inst. Ident.) NO.
127EAS21C0008

3. EFFECTIVE DATE
See Block 20C

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
1023037

5. ISSUED BY CODE 7EAS
USDA-FS CSA SOUTHWEST 2
333 BROADWAY BLVD SE
ALBUQUERQUE NM 87102-3498

6. ADMINISTERED BY (If other than Item 5) CODE
SCD-C

7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)
RGZ FORESTRY LLC
ATTN SAUL RODRIGUEZ
307 CHESTNUT
MEDFORD OR 97501-1613

8. DELIVERY
 FOB ORIGIN OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN
ITEM

CODE 1103701057# FACILITY CODE

11. SHIP TO/MARK FOR CODE 9A55
USDA FOREST SERVICE
STANISLAUS NF SO
SUPERVISOR OFFICE
19777 GREENLEY ROAD
SONORA CA 95370

12. PAYMENT WILL BE MADE BY CODE IPP
INVOICE PROCESSING PLATFORM IPP
ALL INVOICES MUST BE SUBMITTED
ELECTRONICALLY THROUGH THE
INVOICE PROCESSING PLATFORM IPP
VIA WWW IPP GOV

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
 10 U.S.C. 2304 (c) () 41 U.S.C. 3304 (a) ()

14. ACCOUNTING AND APPROPRIATION DATA
See Schedule

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					

15G. TOTAL AMOUNT OF CONTRACT **\$931,995.00**

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)

19A. NAME AND TITLE OF SIGNER (Type or print)

20A. NAME OF CONTRACTING OFFICER
O LAINE MARTINEZ

19B. NAME OF CONTRACTOR
RGZ FORESTRY LLC
BY
(Signature of person authorized to sign)

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA
BY
(Signature of the Contracting Officer)

20C. DATE SIGNED
3/12/2021

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

RGZ FORESTRY LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	FY21 HUD Herbicide Groveland RD Site Prep Award all Items. Total on contact \$936,465.00 Delivery: 06/14/2021 Period of Performance: 05/01/2021 to 06/14/2021 FY21 HUD Herbicide Site Prep Units, R004,R005,R014B, R018, R021 Obligated Amount: \$211,878.00 Product/Service Code: F006 Product/Service Description: NATURAL RESOURCES/CONSERVATION- LAND TREATMENT PRACTICES Accounting Info: FS00.0516NFXN7R18.2540 FMMI Account: FS00.0516NFXN7R18 BOC: 2540 Funded: \$211,878.00				211,878.00
0002	FY21 HUD Herbicide Site Prep Units R028,R029, R030, R035, R035, R039, R046 Obligated Amount: \$139,017.00 Product/Service Code: F006 Product/Service Description: NATURAL RESOURCES/CONSERVATION- LAND TREATMENT PRACTICES Accounting Info: FS00.0516NFXN7R18.2540 FMMI Account: FS00.0516NFXN7R18 BOC: 2540 Funded: \$139,017.00				139,017.00
0003	FY21 HUD Herbicide Site Prep Units T003, T005 Obligated Amount: \$118,455.00 Product/Service Code: F006 Product/Service Description: NATURAL RESOURCES/CONSERVATION- LAND TREATMENT PRACTICES Accounting Info: FS00.0516NFXN7R18.2540 FMMI Account: FS00.0516NFXN7R18 BOC: 2540 Funded: \$118,455.00				118,455.00
0004	FY21 HUD Herbicide Site Prep T008,T011 Obligated Amount: \$153,768.00 Product/Service Code: F006 Continued ...				153,768.00

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NAME OF OFFEROR OR CONTRACTOR
RGZ FORESTRY LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0005	<p>Product/Service Description: NATURAL RESOURCES/CONSERVATION- LAND TREATMENT PRACTICES</p> <p>Accounting Info: FS00.0516NFXN7R18.2540 FMMI Account: FS00.0516NFXN7R18 BOC: 2540 Funded: \$153,768.00</p> <p>FY21 HUD Herbicide Site Prep Units AA008, AA010 Obligated Amount: \$154,215.00 Product/Service Code: F006 Product/Service Description: NATURAL RESOURCES/CONSERVATION- LAND TREATMENT PRACTICES</p> <p>Accounting Info: FS00.0516NFXN7R18.2540 FMMI Account: FS00.0516NFXN7R18 BOC: 2540 Funded: \$154,215.00</p>				154,215.00
0006	<p>FY21 HUD Herbicide Site Prep optional Item 6 Unit B006 Obligated Amount: \$33,525.00 Product/Service Code: F006 Product/Service Description: NATURAL RESOURCES/CONSERVATION- LAND TREATMENT PRACTICES</p> <p>Accounting Info: FS00.0516NFXN7R18.2540 FMMI Account: FS00.0516NFXN7R18 BOC: 2540 Funded: \$33,525.00</p>				33,525.00
0007	<p>FY21 HUD Herbicide Site Prep Optional Item 7 Unit X023 Obligated Amount: \$21,009.00 Product/Service Code: F006 Product/Service Description: NATURAL RESOURCES/CONSERVATION- LAND TREATMENT PRACTICES</p> <p>Accounting Info: FS00.0516NFXN7R18.2540 FMMI Account: FS00.0516NFXN7R18 BOC: 2540 Funded: \$21,009.00</p> <p>Continued ...</p>				21,009.00

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NAME OF OFFEROR OR CONTRACTOR
RGZ FORESTRY LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0008	FY21 HUD Herbicide Site Prep Optional Item 8 Unit Z020 Obligated Amount: \$2,682.00 Product/Service Code: F006 Product/Service Description: NATURAL RESOURCES/CONSERVATION- LAND TREATMENT PRACTICES Accounting Info: FS00.0516NFXN7R18.2540 FMMI Account: FS00.0516NFXN7R18 BOC: 2540 Funded: \$2,682.00				2,682.00
0009	FY21 HUD Herbicide Site Prep Optional Item 9 Unit Z021 Obligated Amount: \$16,539.00 Product/Service Code: F006 Product/Service Description: NATURAL RESOURCES/CONSERVATION- LAND TREATMENT PRACTICES Accounting Info: FS00.0516NFXN7R18.2540 FMMI Account: FS00.0516NFXN7R18 BOC: 2540 Funded: \$16,539.00				16,539.00
0010	FY21 HUD Herbicide Site Prep Optional Item 10 Unit Z024 Obligated Amount: \$16,539.00 Product/Service Code: F006 Product/Service Description: NATURAL RESOURCES/CONSERVATION- LAND TREATMENT PRACTICES Accounting Info: FS00.0516NFXN7R18.2540 FMMI Account: FS00.0516NFXN7R18 BOC: 2540 Funded: \$16,539.00				16,539.00
0011	FY21 HUD Herbicide Site Prep Optional Item 11 Unit Z028 Obligated Amount: \$55,875.00 Product/Service Code: F006 Product/Service Description: NATURAL RESOURCES/CONSERVATION- LAND TREATMENT PRACTICES Continued ...				55,875.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR


RGZ FORESTRY LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0012	<p>Accounting Info: FS00.0516NFXN7R18.2540 FMMI Account: FS00.0516NFXN7R18 BOC: 2540 Funded: \$55,875.00</p> <p>FY21 HUD Herbicide Site Prep Optional Item 12 Obligated Amount: \$8,493.00 Product/Service Code: F006 Product/Service Description: NATURAL RESOURCES/CONSERVATION- LAND TREATMENT PRACTICES</p> <p>Accounting Info: FS00.0516NFXN7R18.2540 FMMI Account: FS00.0516NFXN7R18 BOC: 2540 Funded: \$8,493.00</p> <p>The total amount of award: \$931,995.00. The obligation for this award is shown in box 15G.</p>				8,493.00

SCHEDULE OF ITEMS

SECTION B

SUPPLIES OR SERVICES & PRICE/COST

PROJECT	FY21 HUD Herbicide Site Prep						
UNIT	Stanislaus N.F, Groveland R.D.						
SOL #	127EAS21R0002						
ITEM NO.	SUB-ITEM NAME	SUB-ITEM SIZE (acres)	UNIT QTY MINIMUM (gallons)	UNIT QTY MAXIMUM (gallons)	Unit Price	Minimum QTY Price	Maximum Qty Price
0001	R004	120	3,600	7,200	7.45	\$ 26,820 -	\$ 53,640 -
	R005	151	4,530	9,060	7.45	\$ 33,748.50-	\$ 67,497 -
	R014B	72	2,160	4,320	7.45	\$ 16,092 -	\$ 32,184 -
	R018	112	3,360	6,720	7.45	\$ 25032 -	\$ 50,064 -
	R021	19	570	1,140	7.45	\$ 4246.50 -	\$ 8493 -
0002	R028	17	510	1,020	7.45	\$ 3799.50 -	\$ 7599 -
	R029	10	300	600	7.45	\$ 2235 -	\$ 4470 -
	R030	53	1,590	3,180	7.45	\$ 11,845.50	\$ 23,691 -
	R035	67	2,010	4,020	7.45	\$ 14,974.50	\$ 29,949 -
	R036	17	510	1,020	7.45	\$ 3799.50 -	\$ 7599 -
	R039	10	300	600	7.45	\$ 2235 -	\$ 4470 -
	R046	137	4,110	8,220	7.45	\$ 30,619.50-	\$ 61,239 -
0003	T003	149	4,470	8,940	7.45	\$ 33,301.50	\$ 66,603 -
	T005	116	3,480	6,960	7.45	\$ 25,926 -	\$ 51,852 -
0004	T008	22	660	1,320	7.45	\$ 4917 -	\$ 9834 -
	T011	322	9,660	19,320	7.45	\$ 71967 -	\$ 143,934 -
0005	AA008	218	6,540	13,080	7.45	\$ 48723 -	\$ 97,446 -
	AA010	127	3,810	7,620	7.45	\$ 28,384.50-	\$ 56,769 -
					Totals	\$ 388,666.50	\$ 777,333
Optional Items 6-12							
6	B006	75	2,250	4,500	7.45	\$ 16,762.50 -	\$ 33,525 -
7	X023	47	1,410	2,820	7.45	\$ 10,504.50 -	\$ 21,009 -
8	Z020	6	180	360	7.45	\$ 1341 -	\$ 2682 -
9	Z021	37	1,110	2,220	7.45	\$ 8269.50 -	\$ 16,539 -
10	Z024	37	1,110	2,220	7.45	\$ 8269.50 -	\$ 16,539 -
11	Z028	125	3,750	7,500	7.45	\$ 27,937.50 -	\$ 55,875 -
12	Z029	19	570	1,140	7.45	\$ 4246.50 -	\$ 8493 -
					Totala	\$ 77331	\$ 154,662
NOTES:							
1. Responses for quantities less than those listed in the numbered items may be rejected.							
2. Price proposals MUST be provided on ALL Items including both mandatory and optional work							
3. Responses without prices for each item and sub-item may be rejected.							
PRICE SUBMITTED BY:							
Signature:					Phone:	541-778-4675	
Vendor:	RGZ FORESTRY LLC				Fax:		
Address:	307 Chestnut St, Medford, OR, 97501				Email:	rgzforestry@gmail.com	
					POC:		

SECTION C. DESCRIPTION/ SPECIFICATIONS/ STATEMENT OF WORK

C.1 Scope of Work

Description of Work: The intent of this contract is to secure services for ground, broadcast spray application of herbicides according to the attached specifications. The goal of this contract is to control woody shrubs, grasses, and forbs to provide a suitable environment for the survival and growth of planted conifers.

Contractor Responsibility: The Contractor shall provide everything - including, but not limited to, all equipment, supplies, transportation, labor, and supervision - necessary to complete the project, except for items the contract clearly states will be furnished by the Government.

Before work may begin, the Contractor shall designate, in writing, at least one person on site with authority to act in case the Contractor is absent from the work site. The Contractor shall list the extent of authority this representative will have on the job. The Contractor or authorized representative shall be on the project area whenever work is in progress and shall act as a non-working supervisor. In the absence of the Contractor, this authorized representative shall receive orders and instructions from the Contracting Officer and shall take such action as is required to keep the job in progress under the terms of the contract. The Contractor and authorized representative(s) shall have an oral command of both the English language and the language common to the crew(s).

C.2 Project Location & Description

Location: The project area is located in the Stanislaus National Forest, Groveland Ranger District. Specifically, units north of the Tuolumne River are located near Femmons Meadows off 3N01 South (Items 1, 2, 3, and 4) and units south of the river are near Sawmill Mountain, Diamond-O Campground, and Sweetwater Campground (Items 5-12). To access 3N01 South where Items 1-4 are located, either take Buchanan Mine Road/Cottonwood Road (1N04) if accessing from Tuolumne City or Cherry Lake Road (1N07) if accessing from the Groveland side. To access units in Item 5-12, use Highway 120 and Sawmill Mountain Rd (1S03) and Evergreen Rd, both accessed off Highway 120. See Section J for maps.

Description: The area for herbicide treatment is within the 2013 Rim Fire. Ground to be treated is comprised of grass, forbs, and small brush. Snags are scattered throughout unit.

Exclusions (Non-Work Areas): Known exclusion areas are flagged within the work areas and/or are labeled as "CA" on unit maps. See Section J Maps for CA location.

Accessibility: All work areas are accessible by standard pickup. Four-wheel drive vehicles may be beneficial in improving the access points of any given treatment unit. It is the Contractor's responsibility to reach the work site when it is ready for treatment. The Contracting Officer will determine the access routes which may be used.

Any prospective Contractor desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing from the Contracting Officer soon enough to allow a reply to reach all prospective Contractors before the solicitation closing date. Oral explanations or instructions given before the award of a contract will not be binding.

C.3 Maps

Maps included in Section J are general in nature and are not to be considered as definitively identifying locations.

C.4 Estimated Start Date & Contract Time

Estimated Start Date: *May 1st, 2021*

Number of Calendar Days Required: *45 Days*

See also Section F.

C.5 Restrictions on Work

Work may be performed at any time during the period of the contract, except as outlined here. Nothing in this part shall be construed to take away any of the Government's rights under the Suspension of Work Clause (52.242-14).

Restrictions are as follows:

1. In accordance with the fire plan, if included in Section J.
2. When the Contracting Officer (or designated representative) determines that adverse weather has made access too dangerous or that continued vehicular travel would cause unacceptable road damage.
3. The Contracting Officer will determine whether target vegetation is in an appropriate stage of growth for the herbicide application to be effective.
4. Work shall be performed only when the Contracting Officer or their Representative is present on the work site.
5. The Contracting Officer will determine the sequence in which each unit will be treated.
6. Each unit shall be completed prior to starting work on the next unit.

C.6 Licenses and Insurance

The Contractor shall obtain the insurance and licenses listed here.

MSPA Card (Form WH510): This contract does does not require the Contractor to be registered with the US Department of Labor as a Farm Labor Contractor. The Contractor shall provide a current Form WH510 or legible copy.

Licensing and Safety Requirements: The Contractor shall have a current State of California Agriculture Pest Control Operator License, including Category "E" (Forest), and Pest Control Business License prior to the award of contract. The Contractor shall register this State License with the appropriate County Agriculture Commissioner(s) prior to beginning work.

The Contractor shall be required to provide the following:

1. Required permits.
2. Complete and file all reports, with a copy to the Contracting Officer.
3. Complete any other incidental requirements.

The Contractor's authorized representative(s) on site must, at a minimum, have a State of California Qualified Applicator Certificate (QAC).

The Contractor shall comply with the State of California Safety Orders found under the California Administrative Code and with the requirements of the Federal Worker Protection Standards (40 CFR, part 170). For further information regarding licensing requirements contact the California Department of Pesticide Regulation at (916) 445-4038, or online at www.cdpr.ca.gov.

C.7 Camping and Housing

Camping is not permitted in US Forest Service campgrounds. Contractor will not be permitted to camp elsewhere on US Forest Service land. Camping on Forest Service land is not a right; permission may be revoked for failure to comply with the terms of the permit. Any non-compliance will result in suspension of work until compliance is achieved.

C.8 Technical Requirements

C.8-1 Definitions

Adjuvant: Anything added to the herbicide with the exception of water. This includes drift control agents, surfactants, dyes, antifoam agents, acidifiers, etc.

Batch tank: A mixing tank with a constant agitator that can be moved and operated separately from the clean water tank. For example, a tank mounted on a separate vehicle from the clean water tank or mounted on a trailer.

Broadcast spray: The entire area of the unit, excluding protected areas, rock outcroppings, and non-target species, is to be sprayed with the herbicide mix at the specified rate.

Clean water tank: A tank that contains water for mixing and wash down. It must be free of all pesticide residues.

Crop tree: Any conifer tree or seedling present with the exception of knob-cone pine, bull (foothill gray) pine, and California nutmeg.

Damaged tree: The following constitutes unacceptable types of damage:

1. Any herbicide mixture on the terminal leader, or on more than 5% of the green crown.
2. Any physical damage to the terminal bud or leader, or more than 25% physical damage to the live crown.
3. Any damage on the bole or stem of the tree.

Herbicide: The concentrate before mixing occurs.

Herbicide mixture: The herbicide, water, surfactant, and dye.

Non-target species: Include, but are not limited to: Alder, California nutmeg, Dogwood, protected Oaks, all riparian species, Elderberry, Hazelnut, and Willow.

Protected Oaks: Where available, five oaks per acre that are at least 0.5 inches DBH and 8 feet tall.

Target vegetation: All green plants not identified as crop trees or other non-target species.

Wash down: Spray a contaminated seedling or other non-target vegetation with wash down solution to runoff.

Wash down solution: Composed of 5 gallons of water and one 3 oz. bar of soap per backpack of water.

C.8-2 Specifications

Licensing and Safety Requirements: The Contractor shall have a current State of California Agriculture Pest Control Operator License, including Category "E" (Forest), and Pest Control Business License prior to the award of contract. The Contractor shall register this State License with the appropriate County Agriculture Commissioner(s) prior to beginning work.

The Contractor shall be required to provide the following:

1. Required permits.
2. Complete and file all reports, with a copy to the Contracting Officer.
3. Complete any other incidental requirements.

The Contractor's authorized representative(s) on site must, at a minimum, have a State of California Qualified Applicator Certificate (QAC).

The Contractor shall comply with the State of California Safety Orders found under the California Administrative Code and with the requirements of the Federal Worker Protection Standards (40 CFR, part 170). For further information regarding licensing requirements contact the California Department of Pesticide Regulation at (916) 445-4038, or online at www.cdpr.ca.gov.

Work Methods: The Contractor shall be responsible for training his employees in the proper techniques to be used during application of herbicides and safety procedures to be followed when handling herbicides.

The Contractor shall keep his crew organized so that units are covered systematically without skipped areas or overlap. The Contractor shall not scatter his crew over different parts of the unit.

The Contractor shall apply the herbicide mixture to all target vegetation in each stand.

The Contractor shall spray to cover, but not to runoff, the leaves and outer stems over the entire plant for all the vegetation to be treated. Interior surfaces of large, dense target species vegetation shall be sprayed.

The application rate and coverage shall be uniform throughout each unit although the amount of mix applied per acre will vary with plant density and size.

Application rate shall not exceed 60 gallons per acre.

Crop trees in all units shall be protected from herbicide mixture in the following manner: Seedlings up to 2 feet in height shall be shielded to protect the entire plant from herbicide spray (i.e., cones, shields, etc.). Protective equipment shall not damage seedlings. Seedlings taller than 2 feet will be protected by directed spray application. Where there are multiple

trees planted per spot, all trees on that spot shall be protected while the adjacent area is being sprayed.

There shall be at least one clean (i.e. triple rinsed) backpack sprayer available per crew that is full of wash down solution. Crop trees and non-target plants shall be washed down within 8 minutes of contamination. Individual spray bottles are allowed. Eyewash bottles will not be a substitute for individual spray bottles.

No application of herbicide will be allowed within 10 feet of any meadows, perennial, intermittent, ephemeral stream courses, or special aquatic features such as springs, seeps, and fens. These areas will be designated by the government prior to entry into the units and shall be considered protected areas. Areas containing standing water not designated by the government prior to entry will be given a 10-foot buffer and treated as non-work areas. The 10-foot buffer does not apply if any intermittent or ephemeral stream is dry at the time of application.

Do not apply herbicide within 20 feet of the bole of protected oaks unless noxious weeds are present. These oaks shall be identified during application by the contractor and will not exceed 5 per acre.

Non-target species shall not be sprayed in any units.

The Contractor shall keep equipment in good operating condition maintaining flow rate and nozzle pressure. Application of herbicide mixture will be made with a nozzle pressure of 15 psi. The spray tip will be kept from 12 to 24 inches from the target vegetation during application.

To avoid damaging nozzles the Contractor shall use a soft material, such as natural or nylon bristles, to clean the nozzles. Wire or other hard material that can enlarge the nozzle orifice, or otherwise damage the nozzle, shall not be used.

The Contractor shall be responsible for washing and cleaning out all equipment at the end of each workday. The exact location for cleanup will be selected by the Contracting Officer.

Under no circumstances shall sprayers, containers, clothing, personnel, or other contaminated materials be washed within 50 feet of any running or dry stream course, lake, reservoir, wet meadow, or other wet area.

The Contracting Officer will use the following criteria to determine when application operations will cease:

1. Sustained winds in excess of 5 mph.
2. Precipitation, or a 70% or greater chance, predicted within 24 hours.
3. Foggy weather.
4. Excessive dew on target plants.
5. Less than 30% relative humidity
6. Temperature that exceeds 85 degrees Fahrenheit
7. Temperature inversions that could lead to off-site movement of the herbicide mixture.

Batching of Herbicide Mix: Contractor shall do all batching of herbicide mix and conform to label instructions and safety requirements.

A graduated container of at least one-half gallon in size shall be used to measure chemicals and surfactants during the batching operation.

All batching of herbicide mix will be done in the presence of the Contracting Officer or their Representative at the work site. The Contractor shall use only water sources approved by the Contracting Officer.

Glyphosate herbicide Mix for 100 gallons of 2% herbicide mix

1. 2 gallons of Glyphosate.
2. ¼ gallon of SYL-Tac Surfactant.
3. ¼ gallon of Hi-Light Blue Dye.
4. Sufficient water to equal 100 gallons of mix.
5. No-foam agent as needed

Batching sequence is as follows:

1. One half of the water for the mix shall be put in the batch tank.
2. The herbicide and colorants shall be put in the batch tank next.
3. Begin agitation.
4. Add the remaining water in the batch tank while continuing agitation.
5. The last ingredients to be added to the tank will be the surfactant, and then a no-foam agent as needed.

The herbicide mix shall be under constant agitation in the batch tank to prevent separation. All mix shall be sprayed out. The mix shall not sit overnight in the batch tank or other equipment.

Storing and Transporting Herbicides: All unattended herbicide concentrate shall be stored under lock and key in its original container.

The Contractor shall work with the Contracting Officer to ensure a minimal amount of herbicide mix is moved between units.

Disposal of Containers: The Contractor shall follow all Federal, State, and County regulations in the disposal of the empty herbicide containers.

Herbicide Spills: If a spill occurs, the Contractor shall:

1. Take action immediately to contain the spill.
2. Notify the Contracting Officer's Representative on site.
3. Be under the control of the Contracting Officer during the spill clean-up.
4. Be liable for all costs of damages, clean-up, and decontamination.

C.8-3 Contractor-Furnished Equipment

The Contractor shall be required to have all the following materials and equipment necessary to perform the work:

Contractor shall provide the following herbicides, adjuvants, and dyes:

1. A 53.8% active ingredient glyphosate herbicide formulation without an integrated surfactant.
2. SYL-TAC® (CA Reg. No 2935-50167).
3. Hi-Light® Blue dye.
4. No-foam agent
5. Tree shields (can be not required with approval of CO unit by unit basis)

All herbicides and adjuvants shall be provided in factory sealed containers no larger than 2.5 gallons each. Equivalent herbicides, adjuvants, and dye may be substituted only as approved by the Contracting Officer. Contractor shall provide clean water for the wash down packs.

All required chemicals shall be provided in sufficient quantities to complete the job.

Backpack sprayers: Shall have an adjustable pressure regulator or a pressure gauge mounted on the spray wand. All sprayers shall be equipped with a "TeeJet" XR80-04VS spray tip or equivalent, with a 50 mesh screen. Plastic, brass, or aluminum spray tip nozzles shall not be used.

Batch tank: Shall be a mixing tank equipped with a constant agitator, a sight level in good condition to measure tank volume, and a leveling gauge which will be adequate for leveling the tank in all directions. The filler hose from the batch tank shall be equipped with a self-closing nozzle. The batch tank shall be in good condition, meeting all state requirements. The batch tank shall be mounted such that it can be moved and operated separately from the clean water tank; for example, mounted on a separate vehicle from the clean water tank, or mounted on a trailer.

All valves capable of emptying herbicide from the batch tank, must be lockable.

Clean water tank: Shall be a tank exclusively for water, having a back-flow prevention device or proper air gap filling apparatus. The water tank and all drafting equipment must be free of pesticide and dye residue. Pesticides and dyes shall not be stored or transported in the same vehicle used to transport the clean water tank.

Tree Shield: A shield or cone to protect seedlings from herbicide spray. Each applicator shall carry a shield when there are seedlings in a unit under 2 feet in height.

Storage area: Locked area for herbicide and containers. This can't be inside of the passenger area of a vehicle.

Spill kit: Containing a minimum of 25 pounds of absorbent material such as kitty litter, two 30 gallon, 4 mil polyethylene garbage bags with ties, and 2 shovels.

Trailer hitches: Hitches used to tow equipment and trailers shall be securely mounted directly to the vehicle frame. Bumper hitches shall not be used unless specifically designed and rated for towing heavy loads.

Other: Contractor shall provide all other supplies and incidentals necessary to accomplish the required contract work while complying with herbicide label directions, pesticide application license requirements, and worker safety protection standards.

Personal protection equipment for workers: All safety equipment as listed on the herbicide label and as required by State and Federal regulations shall be used. Note that the State of California requires gloves and eye protection whenever working with pesticides.

Additionally, the following Forest Service requirements shall be met:

1. Hardhats without leather or other porous headbands.
2. Disposable or washable long-sleeve coveralls. Clean coveralls, without tears, shall be worn each day.
3. T-shirts and long pants shall be worn under coveralls.
4. Leather boots with socks.
5. Individual eye wash bottle (16 ounces of water), to be carried by applicator.

If the workers' personal protective equipment (PPE) becomes sufficiently wet that spray material soaks through the PPE and under clothes, workers shall immediately change their PPE and under clothes and wash the affected skin area(s) thoroughly.

Calibration and Equipment Check: Prior to and during work, the Contracting Officer reserves the right to inspect, test, and approve equipment. For example, the Contracting Officer will check for cracked hoses, worn seals, and leaks.

Prior to and during work, the Contracting Officer reserves the right to test and inspect the herbicide concentrate and mixture.

Prior to and during work, the Contractor shall be required to calibrate his equipment in the presence of the Contracting Officer.

C.8-4 Government-Furnished Equipment

The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with the provisions of the "Government Property" FAR clause contained elsewhere in the contract.

- 1) Maps, electronic shapefiles, and/or track logs for uploading in GPS or mobile electronic devices (smart phones, tablets, etc.).

C.8-5 Contractor Employee Safety Regarding COVID-19

Forest Service personnel will be asking the following questions. The Forest Service is required to not allow Contractors showing symptoms to continue to work.

- 1) Have you, someone living in your household, someone with you, someone you have been in close or frequent contact with, or someone you are caring for been diagnosed with COVID-19 (Coronavirus) or had any contact with a confirmed case of COVID-19?
- 2) In the last 14 days, have you, someone living in your household, or someone with you have been in close or frequent contact with, or someone you are caring for returned from another country?
- 3) Do you currently have, or have you had within the last 24 hours, any cold or flu symptoms, including a fever greater than 100.4, shortness of breath, body aches and coughing?

Biobased Product Utilization

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

The Contractor shall utilize products and material made from biobased materials to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user. All supplies and materials shall be of a type and quality that conform to applicable Federal specifications and standards. All supplies and materials to be used in the performance of work described herein are subject to the approval of the Contracting Officer's Representative (COR).

The following is an example list of products that may be used in this contract for which biobased products are available. The list is not all inclusive. It is desirable that Contractors be able to supply the greatest number of biobased products listed meeting the health and environmental specifications.

(*Sample of biobased products for janitorial/custodial projects)

All Purpose Cleaner Degreaser/Cleaner Heavy-duty Cleaner
Deodorizer Carpet Shampoo Floor Finish
Gum Remover Floor Finish Restorer Disinfectant Sanitizer
Floor Sealer Extraction Fluid Furniture Polish
Floor Stripper Glass Cleaner Neutral Cleaner (Liquid)
Grout Sealer Stain Remover Stainless Steel Polish
Laundry Detergent Toilet Bow Cleaner Bathroom Cleaner
White Board Cleaner Brass Polish/Cleaner Wood Floor Cleaner
Chrome Polish/Cleaner Liquid Hand Soap (Including Dispenser) Cream Cleaner
Air Freshener (Including Dispenser) Solvent Lime & Scale Remover
(Tub/Tile Cleaner)

(*Sample of biobased products for grounds maintenance projects)

Fertilizers Dust Suppressants 2-Cycle Engine Oil
Penetrating Lubricants Hydraulic Fluids Greases
Concrete and Asphalt Release Fluids Absorbents Wood and Concrete Sealers

Diesel Fuel Additives

(*Sample of biobased products for vehicle maintenance projects)

Hydraulic Fluids Penetrating Lubricants Diesel Fuel Additives
Multi-purpose Lubricants Degreasers Lube Chain Lubricants
Glass Cleaners Chain Bar Lubricants All Purpose Cleaners

(*Sample of biobased products for food catering/cafeteria projects)

Plates Napkins Bowls
Food Trays Disposable Containers Food Cleaners
Compostable Garbage Liners Biodegradable Tableware Garbage Liners
Biodegradable Films to Wrap Food Straws

Biobased products that are designated for preferred procurement under USDA's BiopREFERRED Program must meet the required minimum biobased content as stated in the USDA Final Rule available at www.biopREFERRED.gov. The Contractor should provide data for their biobased products such as biobased content and source of biobased material.

In addition to the biobased products designated by the U.S. Department of Agriculture in the BiopREFERRED Program, the Contractor is encouraged to use other commercially available biobased products.

The Contractor shall submit with the initial proposal a complete list of biobased products, indicating the name of the manufacturer, cost of each material, and the intended use of each of the materials that are to be used in carrying out the requirements of this contract (see Clause * - Instructions for the Preparation of Technical and Business Proposals or Experience Questionnaire, pages **).

Additionally, the winning Contractor on each anniversary date of the contract shall compile a complete list of biobased products, including the information above, purchased to carry out the contract requirements. The Contractor shall list volume to be used and total cost for each individual product. This information will be used for reporting purposes (see Section I, FAR Clause 52.223-2).

Within thirty (30) days of contract award, the Contractor shall submit an Operation Plan. This submittal will be approved by the COR in writing. The Contractor shall not commence work until this submittal is approved by the COR in writing. The Plan must be reviewed and updated annually, and as required by the COR. The Plan must contain and define the following elements:

- The Contractor's written policy stating its commitment to the use of biobased products, employee health and safety, and sound environmental management practices.

- Detail on how the Contractor intends to keep abreast of the development and increasing availability of designated and non-designated biobased products and how any new or improved products will be incorporated on an ongoing basis into contract performance.
- Proposed biobased construction products which must be selected in accordance with the criteria included above. At a minimum, the Plan must identify products by brand name for each of the product types.

NOTE: A Contractor may propose more than one product within a product category and/or propose a product or products addressing more than one product category.

- The product guides which define standard operating procedures for instructing staff in the proper use, storage, and disposal of biobased products; proper maintenance of equipment; and other procedures/instructions to accomplish work under this contract.

The Contractor shall provide data on the quantity and dollar values of biobased products used in this contract. The data shall be submitted to the COR quarterly.

A demonstration of proper use, an effective training program, and technical assistance are essential to the success of the purchase and use of some biobased products that may function differently than a conventional product.

SECTION E. INSPECTION AND ACCEPTANCE

FAR 52.252-2: Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.aquisition.gov/far/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-4: Inspection of Services - Fixed-Price (AUG 1996)

E.1 Sampling

Plots. At least one percent of each treatment area will be sampled by a random series of plots distributed over the entire area. Plot size will be: 1/50 acre

E.2 Specific Inspection Procedures

The Contracting Officer will make visual inspections while work is in progress for compliance with the terms of the contract.

Additionally, the Contracting Officer may make a systematic inspection using 1/50th acre (16.7 foot radius circle on a horizontal plane) plots to calculate an inspection quality based on application coverage and crop tree damage. Plots will be selected randomly and will not overlap. Sufficient plots will be taken to achieve a 1% sample of the treatment area (i.e. 1 plot for every 2 acres). Results will be recorded on inspection forms.

The quality of application coverage will be determined by observing the indicator dye or colorant on the target vegetation surfaces. To determine this, the inspection plots will be divided into four (4) quadrants on cardinal directions (North, South, East and West). Each quadrant will be examined for coverage. If more than 90% of the target vegetation surfaces within the quadrant have been treated to specifications, it will be considered acceptable.

To determine the percent satisfactory coverage, the number of acceptable quadrants will be divided by the total number of quadrants examined, then multiplied by 100 to give a percentage. For example, out of a total of 30 plots examined (120 quadrants), 112 quadrants received acceptable coverage:

$$\text{FORMULA: } 112 / 120 \times 100 = 93 \%$$

Tree damage will be determined by inspecting each crop tree on the inspection plot. Crop trees will have unacceptable levels of damage if the following occurs:

Herbicide mixture or damage on more than 25% of the green crown.

1. Evidence of any amount of herbicide or damage on the terminal leader.
2. Any mechanical damage to the bole, limbs, or terminal leader of the tree.

Tree damage will be determined by dividing the number of damaged trees by the total number of trees in all inspection plots. Percent of damaged trees in excess of 5% will be deducted from the inspection quality.

To calculate inspection quality, inspection plots will be grouped by stand, and then stands will be grouped in order of treatment until the total number of plots equals or exceeds 30. An inspection quality percentage will then be calculated for each such group. Results will be rounded to the nearest whole percent.

EXAMPLE INSPECTION QUALITY CALCULATION: Inspection of two stands yields 25 and 15 plots respectively, which are then grouped to exceed 30 plots. In the total of 40 plots, 152 of 160 quadrants are acceptable, and 12 of 200 crop trees are damaged. The overall inspection quality would be calculated as follows:

$$\text{Application coverage} = 152 / 160 \times 100 = 95\%$$

$$\text{Crop tree damage} = 12 / 200 \times 100 = 6\% - 5\% = 1\% \text{ deduction}$$

$$\text{Inspection quality} = 95\% - 1\% = 94\%$$

Inspection results will be available to the contractor upon request.

E.3 Acceptance

Work on this contract will be deemed acceptable when the government's visual inspections show acceptable performance and sample plot data indicate a work quality of 90% or higher.

The following clauses which affect acceptance are incorporated by reference in Section I:

Responsibility for Supplies, Clause 52.246-16

Use and possession, Clause 52.236-11

E.4 Government Inspections

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

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

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

Final Inspections: Final (formal) inspections for payment will be made on completed sub-items only. Contractor shall request final inspections in writing and give the Forest Service at least two working days advanced notice. Inspections will be completed within four working days

after the notice is received if the work is not ready for inspection at the time specified by the Contractor, the cost associated with the inspection attempt may be charged to the Contractor.

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

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

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

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

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

SECTION F. DELIVERIES OR PERFORMANCE

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov/far/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.242-14 Suspension of Work (APR 1984)

Work Timing:

The Contractor shall begin work within 3 calendar days after the effective date of the Notice to Proceed and shall prosecute the work at a rate that will result in completion of all work within the following time frame:

Estimated Start Work Date/Contract Time (Calendar Days):

All Items: May 1st, 2021 45 Days

Failure to begin work on schedule will make the contract subject to immediate termination for default.

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

If this solicitation has more than one numbered item, award of more than one item to one contractor will not change the start work dates or the amount of contract time; times will run concurrently.

Winter Shutdown:

When winter weather sets in and the continuation of work is impractical, the Contracting Officer may authorize a total suspension until such time as work can proceed. During the period of total suspension, the calendar days elapsed will not be charged against the contract time.

SECTION G. CONTRACT ADMINISTRATION DATA

STATE OF CALIFORNIA HUD ADDITIONAL REQUIREMENTS

This project is funded through the State of California Department of Housing and Community Develop. All Contractor's shall fully comply with the additional requirements included in the State of California Department of Housing And Community Development Provisions which are included in the addendum attached.

Please note that most provisional requirements are already covered in similar FAR clauses issued in the parent IDIQ. See attached addendum for further information.

PRE-WORK:

Pre-work conference. Before work begins on service contracts, a pre-work conference is normally held to discuss the contract--especially the specifications, labor provisions, plan of work, and selected standard clauses. The pre-work meeting should be attended by an officer of the firm or someone designated in writing to act on behalf of the firm. The pre-work meeting may be waived at the discretion of the Contracting Officer.

Notice to Proceed. No work may begin on this contract until the Contracting Officer has issued a Notice to Proceed.

MEASUREMENT:

Methods of Measurement.

Acreage was measured on a horizontal plane using a Global Positioning System.

Remeasurement. Unless otherwise indicated by this contract, the Contractor may request remeasurement of any quantities in Part B, when the units are acres or any linear measurement. The request must be made in writing and must be made within 10 calendar days of completing work on the unit in question. If remeasurement indicates a variance of five percent or less from the stated quantity, the Contractor shall pay for the actual cost of remeasurement and no adjustment will be made in the quantity as stated in Part B. If remeasurement indicates a variance more than five percent from the stated quantity, payment will be based on the remeasured quantity and the Contractor will not be liable for the costs of remeasurement. All remeasurements will be done by the Government. Remeasurement of acreage will be done with two people using a hand compass and ground measurement or by means of a Global Positioning System. This clause is not applicable to quantities listed as estimated quantities.

PAYMENT:

Payments and Deductions. Payment will be made for fully acceptable work at the prices bid in the schedule of items. In the event of extended non-work periods because of adverse weather, the Contracting Officer may authorize progress payments for partially completed sub-items on

a case-by- case basis. In accordance with the inspection clause, payment may be made for less than fully acceptable work at a reduced price. Other exceptions are noted below:

A. Payment will be made in full if inspection results are 90 percent or higher. No payment will be made if inspection results are less than 90 percent.

Contract Release. The following supplements the Payments clause in Section I:

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

Invoices. Payment will be made from Contractor's invoice.

RETAINAGE:

The following supplements Clause 52.232-1, Payments:

The Contracting Officer may retain up to 10 percent of the invoiced amount if the Contractor is behind schedule at the time the invoice is presented. "Behind schedule" means that the percentage of work completed is less than the percentage of time used.

GOVERNMENT-FURNISHED PROPERTY:

The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with the provisions of the "Government Property" FAR clause contained elsewhere in the contract.

1. Maps, electronics shapefiles, and track logs for uploading in GPS or mobile electronic devices (smart phones, tablets, etc.).

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 Emergencies

Fire Plan

See Section J, Fire Plan

Area of Responsibility for Fire. Unless otherwise noted elsewhere in the contract, the following define the limits of a contractor's area of responsibility for fire under the terms of the Fire Plan (Section J): Silviculture Projects - 70 meters around the perimeter of the unit being worked in

H.2 Superintendence by contractor

Superintendence by Contractor

The name and the specific authorities of the foreman or superintendent must be designated in writing to the Contracting Officer. The Contractor may use his/her own prepared letterhead stationery or a "Designation of Contractor's Representative" form available from the Contracting Officer. If the Contractor or the designee is not present when work is being performed on the contract, a Suspend Work Order may be issued with contract time continuing to run. The Contractor shall have a person on-site that is fully conversant in the English language.

H.3 Camping Permit Compliance

Contractor shall comply with all terms and conditions of any camping permit issued to allow use of premises. Any non-compliance will result in suspension of work until compliance is achieved.

H.4 Archeological and Historical

Location of known archaeological, historic, or pre-historic materials--such as Amerind artifacts and/or historic mining, logging, or fur trapping remains protected by the American Antiquities Act (16 USC 433)--will be identified for the contractor before work commences.

H.5 Spill Plan

If the total oil or oil products storage exceeds 1,320 gallons or if any single container exceeds a capacity of 660 gallons, the Contractor shall prepare and implement a Spill Prevention and Countermeasures (SPCC) Plan. Such plan shall meet applicable EPA requirements (40 CFR 112), including certification by a registered professional engineer. The Contractor under the direction of the Contracting Officer, or in the absence of said officer, acting independently, shall immediately take action to contain and clean up, without expense to the Government, all petroleum products spills on or in the vicinity of the project which are caused by the Contractor's employees directly or

indirectly as a result of contract operations. The Contractor may be held liable for all damages and costs of additional labor, subsistence, equipment, supplies, and transportation deemed necessary by the Government for the containment and clean-up of petroleum products spills caused by Contractor's employees or resulting from contract operations. The Contractor shall immediately report all petroleum products spills to the Contracting Officer.

H.6 AGAR 452.236-72 Use of Premises (NOV 1996)

Before any camp, quarry, borrow pit, storage, detour, or bypass site, other than shown on the drawings, is opened or operated on USDA land or lands administered by the USDA, the Contractor shall obtain written permission from the Contracting Officer. A camp is interpreted to include a camp site or trailer parking area of any employee working on the project for the Contractor.

Unless accepted elsewhere in the contract, the Contractor shall (i) provide and maintain sanitation facilities for the work force at the site and (ii) dispose of solid waste in accordance with applicable Federal, State, and local regulations.

H.7 AGAR 452.236-74 Control of Erosion, Sediment, and pollution (NOV 1996)

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.).

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.

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

H.8 Landscape Preservation (NOV 1996)

The Contractor shall give attention to the effect of contract operation upon the landscape, shall take care to maintain natural surroundings undamaged, and shall conduct the work at all times 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 Contracting Officer.

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, bitumens, calcium chloride, silt, or other harmful materials. Mechanical equipment shall not be operated in live streams without written approval of the Contracting Officer.

H.9 Approval of Subcontracting

The Contractor shall request approval from the Contracting Officer prior to entering into any subcontract arrangement. The subcontractor shall have the experience and be equipped for such work. The written notification shall include as a minimum:

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

Subcontracting any portion of the contract shall not relieve the Prime Contractor of any responsibility under this contract. Any subcontract agreement shall contain all terms and conditions of the prime contract.

H.10 Equipment Cleaning

All off-road equipment used on this project shall be washed before moving into the project area so that the equipment is free of soil, seeds, vegetative material, or other debris that could contain or hold seeds of noxious weeds. "Off-road equipment" includes all logging and construction equipment and such brushing equipment as brush hogs, masticators, and chippers; it does not include log trucks, chip vans, service vehicles, water trucks, pickup trucks, and similar vehicles not intended for off-road use.

Equipment will be considered clean when visual inspection does not reveal soil, seeds, plant material, or other such debris. Disassembly of equipment components or specialized inspection equipment is not required.

Contractor shall notify the Contracting Officer at least five days in advance of moving equipment in so that arrangements can be made for inspection.

If the project area is known to contain noxious weeds, the equipment shall be cleaned before

moving to other Forest Service system lands which do not contain noxious weeds.

Loss, Damage or Destruction Equipment Furnished with Operator. The Government shall not be liable for loss, damage, or destruction of equipment furnished under this contract except for such loss, damage, or destruction resulting from the negligent or

wrongful act(s) of Government employee(s) while acting within the scope of their employment.

Other. Even though this contract may provide for performing services at the direction of

Government personnel, the contract is not for personal services, and neither the Contractor nor his or her personnel are Government employees. The Government assumes no liability for

H.11 Employment of Eligible Workers

a) Labor standards for contracts involving H-2B workers or migrant and seasonal agricultural 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

a) 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.

b) 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. i. 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.

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

iii. Members of the contractor's immediate family are not considered migrant or seasonal workers. Immediate family includes:

- Spouse
- Children, stepchildren, or foster children
- Parents, stepparents, or foster parents, or
- Brothers and sisters

c) 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

a) 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.

b) Any contractor who meets the definition in (2.iii.) 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.iii.) 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 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

a) Worker Information Posters i. 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.

ii. 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.

b) Personal protective equipment i. 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).

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

iii. 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: • Head Protection

- Hearing Protection
- Eye/Face Protection
- Leg Protection
- Foot Protection
- Hand Protection

iv. 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.

v. A checklist of applicable PPE guidelines typical for the work performed under this contract is provided. This does not relieve the contractor of the responsibility of performing a risk assessment or providing the necessary PPE for their operations.

Reference <https://www.osha.gov/SLTC/personalprotectiveequipment/index.html> or OSHA 3151-12R 2003 Personnel Protective Equipment Booklet.

- MSPA – Forestry Working Conditions Checklist
 - Manual Tree Planting
 - Spraying
 - Firefighting

c) 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>.

a) 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.

b) Contractor Employee List. Contractors are required to provide/maintain 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

a) 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.

b) See Fact Sheet #50: Transportation Under 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

a) 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.

b) 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 the clause titled "452.236-72 Use of Premises" in this contract. Any violation of these conditions constitutes a breach of contract and may result in revocation of camping approval. i. 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.

ii. 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.

iii. 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.

iv. 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.

v. Damaging or removing any natural feature or other property of the Forest Service is prohibited.

vi. Servicing of equipment in the campsite is not permissible unless the campsite is within the project area.

vii. 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.

viii. Provide an adequate and convenient potable water supply in each camp for drinking and cooking purposes.

ix. Provide adequate toilet facilities and toilet paper for the capacity of the camp. Service and maintain facilities in a sanitary condition.

x. Collect, store, and dispose of garbage in a manner to discourage rodent access, minimize attraction of flies, and prevent scattering by wind

xi. 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 (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
- Latex gloves, and
- Resuscitation device such as resuscitation bag, airway, or pocket mask.

xii. Wash laundry in such a way that washing and rinsing will not pollute lakes, streams, or other flowing water.

xiii. Dispose waste water away from living and eating areas and in such a way that minimizes pollution to lakes, streams, and other flowing water.

xiv. 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.

xv. If authorized to have an open fire, the Contractor shall comply with the following fire regulations: • 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.

- 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.
- 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.
- 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.

c) Include the instructions below, Representations, certifications, and other statements of offerors or respondents. Contractors are required to provide certification of employment status as part of their representations, certifications, and acknowledgements.

Workforce Certification

Contractors are required to provide certification under this solicitation in compliance with the Migrant and Seasonal Agricultural Workers Protection Act (MSPA) and Farm Labor Contractor (FLC) Certificate of Registration requirements describing the workforce they will utilize to fulfill the contract requirements under this solicitation and any resulting

contract. If the Contractor will supply workers under the H-2B Program, the Contractor is required to provide a copy of the Temporary Employment Certificate issued by DOL.

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

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

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

Company will be utilizing H2B Workers (under any resulting contract of this solicitation. Provide a copy of Temporary Employment Certificate.)

MSPA Workers: (<http://www.dol.gov/whd/mspa/>)

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

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

Authorization includes:

Transporting workers

Driving

Housing workers

Company has applied for 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 prior to award of contract. 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)

Please refer to FSH 6309.32 4G22 for additional guidance

SECTION I--CONTRACT CLAUSES

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.acquisition.gov/far/

www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- 52.204-7 System for Award Management (OCT 2018)
- 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)
- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)
- 52.209-7 Information Regarding Responsivity Matters (2018)
- 52.212-4 Contract Terms and Conditions-Commercial Items (Oct 2018)
- 52.215-8 Order of Precedence--Uniform Contract Format (OCT 1997)
- 52.217-5 Evaluation of Options (JUL 1990)
- 52.219-11 Special8(a) Contract Conditions (Jan 2017)
- 52.222-25 Affirmative Action Compliance (Apr 1984)
- 52.223-1 Biobased Product Certification (MAY 2012)
- 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)
- 52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2011)
- 52.223-6 Drug-Free Workplace (MAY 2001)
- 52.232-1 Payments (APR 1984)
- 52.232-11 Extras (APR 1984)
- 52.232-23 Assignment of Claims (MAY 2014)
- 52.232-25 Prompt Payment (JAN 2017)
- 52.232-33 Payment by Electronic Funds Transfer— System for Award Management (OCT 2018)
- 52.233-1 Disputes (MAY 2014)--Alternate I (DEC 1991)
- 52.233-3 Protest After Award (AUG 1996)

- 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- 52.237-1 Site Visit (APR 1984)
- 52.243-1 Changes--Fixed-Price (AUG 1987)--Alternate I (APR 1984)
- 52.244-6 Subcontracts for Commercial Items (AUG 2019)
- 52.245-1 Government Property (JAN 2017) *Applicable if govt property is provided under this contract.*
- 52.245-9 Use and Charges (APR 2012) *Applicable if govt property is provided under this contract.*
- 52.246-20 Warrant of Service (2001)
- 52.249-1 Termination for Convenience of the Government (Fixed-Price)(Short From) (APR 1984)
- 52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)
- 52.253-1 Computer Generated Forms (JAN 1991)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

- 452.236-72 Use of Premises (NOV 1996)
- 452.236-73 Archaeological or Historic Sites (FEB 1988)
- 452.236-74 Control of Erosion, Sedimentation, and Pollution (NOV 1996)
- 452.236-77 Emergency Response (NOV 1996)
- 452.237-70 Loss, Damage, Destruction or Repair (FEB 1988)
- 452.237-75 Restrictions Against Disclosure (FEB 1988)

Section 8(a) Direct Awards (NOV 30, 2012)

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

U.S. Small Business Administration
 ATTN: Business Opportunity Specialist Jose Smetak
 Portland District Office
 620 SW Main Street Suite 313
 Portland, OR 97205

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the

contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

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

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

Contract Terms and Conditions Required to Implement Statutes or Executive Orders- Commercial Items (Jan 2021)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

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

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

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (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) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved].

(6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

(10) [Reserved].

(11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C. 657a).

(ii) Alternate I (Mar 2020) of 52.219-3.

(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (Mar 2020) of 52.219-4.

(13) [Reserved]

(14) (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.

(15) (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.

(16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

(17) (i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (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 (Jun 2020) of 52.219-9

(18) (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.
- (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).
- (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Nov 2020) (15 U.S.C. 632(a)(2)).
 - (ii) Alternate I (MAR 2020) of 52.219-28.
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar2020) (15 U.S.C. 637(m)).
- (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15U.S.C. 637(a)(17)).
- (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
- (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan2020) (E.O.13126).
- (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
 - (ii) Alternate I (Feb 1999) of 52.222-26.
- (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
 - (ii) Alternate I (Jul 2014) of 52.222-35.
- (32) (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.
- (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (35) (i) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. chapter 78 and E.O. 13627).
 - (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (37) (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.)
- (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

__ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

__ (40) (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.

__ (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun2014) of 52.223-14.

__ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).

__ (43) (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.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

__ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

__ (46) 52.223-21, Foams (Jun2016) (E.O. 13693).

__ (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

__ (ii) Alternate I (Jan 2017) of 52.224-3.

__ (48) 52.225-1, Buy American-Supplies (Jan2021) (41 U.S.C. chapter 83).

__ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Jan 2021)(41 U.S.C.chapter83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I (Jan 2021) of 52.225-3.

__ (iii) Alternate II (Jan 2021) of 52.225-3.

__ (iv) Alternate III (Jan 2021) of 52.225-3.

__ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

__ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (52) 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. 2302Note).

__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. 5150).

__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

__ (55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020).

__ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

(59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

(61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

(63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).

(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).

(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) (29U.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 Under Executive Order 13658 (Nov 2020).

(8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (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 items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds 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 (Oct 2020) (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 (Oct 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.219-14 Limitations on Subcontracting (JAN 2017)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Applicability.* This clause applies only to—

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and

(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) *Services (except construction).* At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies).* The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction.* The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors.* The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 2014)

In compliance with the Service Contract Act of 1965, as amended, 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 5332.

This Statement is for Information Only:

It Is Not A Wage Determination.

Employee Class

Monetary Wage--Fringe Benefits

08010 - Brush/Precommercial Thinner GS-4	15.79
08040 - Choker Setter – WG-3	16.02
08070 - Faller/Bucker - WG-5	19.15
08100 - Fire Lookout - GS-4	17.56
08160 - Forestry/Logging Heavy Equipment operator WG-8	23.89
08190 - Forestry Technician WG-8	23.89
08200 - Forestry Truck Driver WG-8	23.89
08250-General Forestry Laborer WG-2	14.47
21071-Forklift Operator WG-5	19.15

FAR 52.232-35 Designation of Office for Government Receipt of Electronic Funds Transfer Information (JUL 2013)

(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor’s electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) Designated Office:

Name: **USDA NATIONAL FINANCE CENTER**

Telephone Number: **(800) 421-0323**

SECTION J - LIST OF ATTACHMENTS

LIST OF ATTACHMENTS

The following attachments are made a part of this solicitation and any resultant contract and are included below.

Title		Pages
Attachment 1	Pictures	12
Attachment 2	Maps	12
Attachment 3	SCA Wage Determination	4
Attachment 4	HUD Addendum 16 NDR-11694	4
Attachment 5	Data Sheet	2