

2. CONTRACT NO. 129JGP19C4001  
3. AWARD EFFECTIVE DATE: 3/20/19  
4. ORDER NUMBER  
5. SOLICITATION NUMBER: 129JGP19R4002  
6. SOLICITATION ISSUE DATE: 12/12/2018

7. FOR SOLICITATION INFORMATION CALL: CRAIG ERICSON  
a. NAME: CRAIG ERICSON  
b. TELEPHONE NUMBER (No collect calls): 530-478-6142  
8. OFFER DUE DATE/LOCAL TIME: 2P

9. ISSUED BY: CODE 9JGP  
USDA FOREST SERVICE  
R5 CENT-CAL ACQ SERV AREA CCASA  
631 COYOTE STREET  
NEVADA CITY CA 95959

10. THIS ACQUISITION IS:  UNRESTRICTED OR  SET ASIDE: % FOR:  
 SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  
 WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM  
 EDWOSB  
 8(A)  
 NAICS: 115310  
 SIZE STANDARD: \$19.0

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED:  SEE SCHEDULE  
12. DISCOUNT TERMS  
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700):   
13b. RATING  
14. METHOD OF SOLICITATION:  RFQ  IFB  RFP

15. DELIVER TO: CODE 9A55  
USDA FOREST SERVICE  
STANISLAUS NF SO  
SUPERVISOR OFFICE  
19777 GREENLEY ROAD  
SONORA CA 95370

16. ADMINISTERED BY: CODE 9JGP  
USDA FOREST SERVICE  
R5 CENT-CAL ACQ SERV AREA CCASA  
631 COYOTE STREET  
NEVADA CITY CA 95959

17a. CONTRACTOR/OFFEROR: CODE 1104563929# FACILITY CODE  
CROOK LOGGING INC  
PO BOX 239  
1104563929  
GROVELAND CA 95321-0239

18a. 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

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER:   
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED:  SEE ADDENDUM

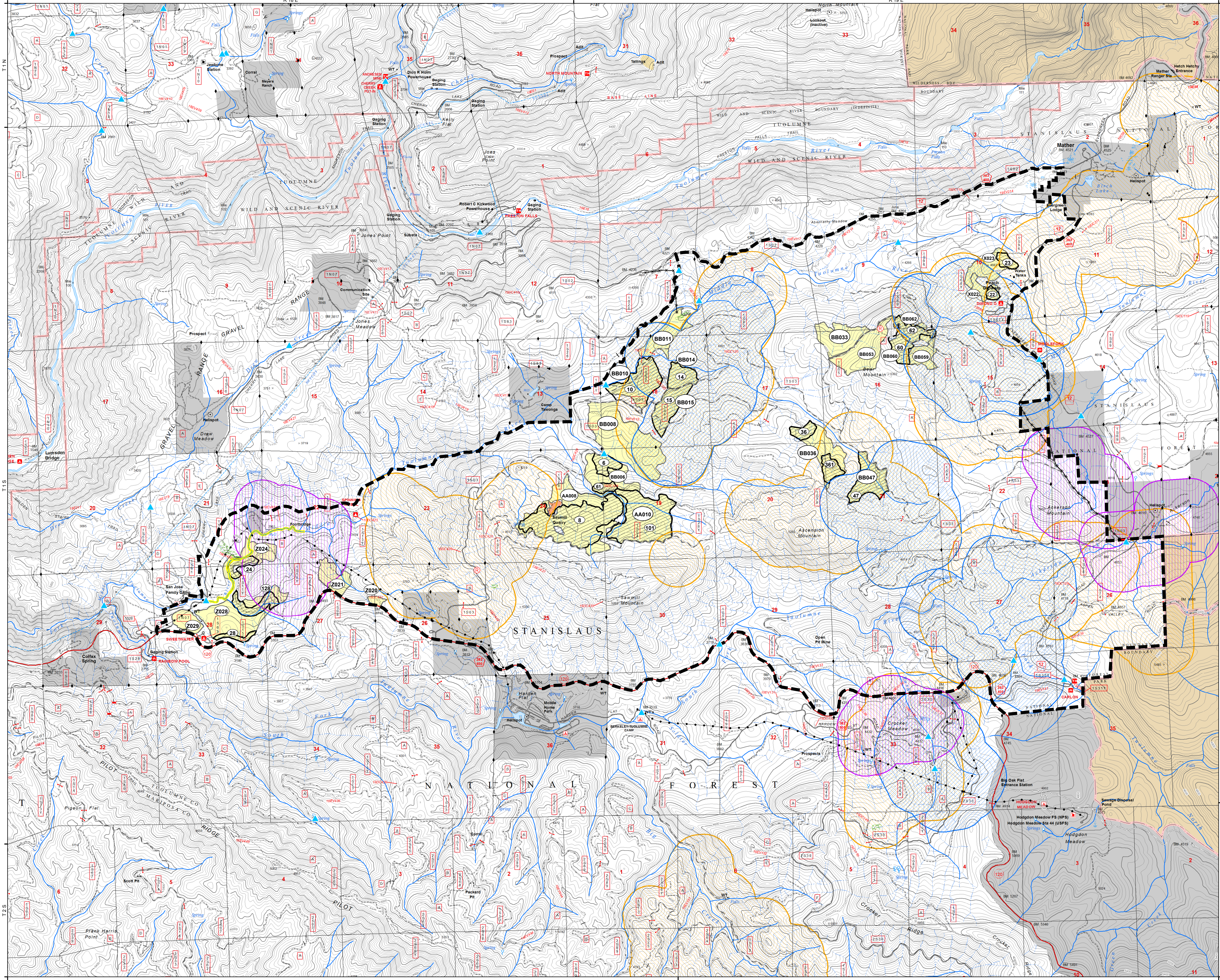
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
001					

25. ACCOUNTING AND APPROPRIATION DATA: FS00.ZZ.....0516NFXN7B18.2540...  
26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$4,617,068.81

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.  
 29. AWARD OF CONTRACT: Email Proposal OFFER  
 DATED 02/06/2019. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH  
 FPTE AS TO 11

30a. SIGNATURE OF OFFEROR/CONTRACTOR: *Shawn L. Crook*  
30b. NAME AND TITLE OF SIGNER (Type or print): Shawn L. Crook Vice President  
30c. DATE SIGNED: 3-21-19  
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): *[Signature]*  
31b. NAME OF CONTRACTING OFFICER (Type or print): CRAIG ERICSON  
31c. DATE SIGNED: 3/20/19

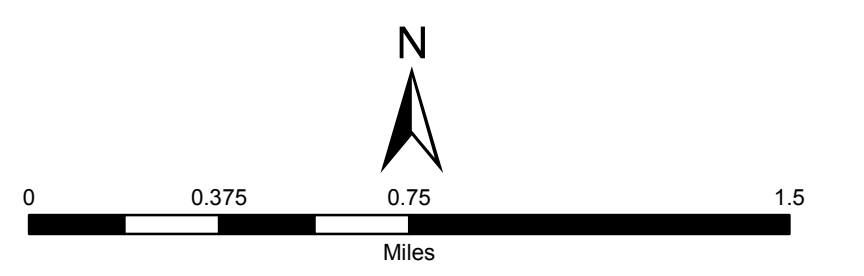


**South Rim Biomass Stewardship IDIQ**  
 Stanislaus National Forest  
 Groveland Ranger District  
**Contract Map**

- Legend**
- Project Boundary, C.4, Appendix A-1
  - Units Numbers, C.4, Appendix A-1
  - Biomass Removal Unit Locations, C.4, Appendix A-1.1.1
  - Fuels Treatment Unit Locations, C.4, Appendix A-1.1
  - Existing Transportation System, C.4 and H.7
  - Road Number, C.4 and H.7
  - Protection of Improvements, Gates/Cattle Guards/Fences/Barriers, C.4
  - Protection of Improvements, Distribution Lines, C.4
  - Protection of Improvements, Survey Monument, C.4 and H.11
  - Protection of Improvements, Potential Water Sources, C.4
  - Protection of Improvements, Other Ownership, C.4
  - Reserve Trees, K-C.3#
  - Streamcourse Protection, (Ephemeral Streams), Skidding Equipment - 25 ft exclusion zone, Mechanized Harvesting Equipment - 15 ft exclusion zone, C.4 and H.19
  - Streamcourse Protection, (Perennial/Intermittent Streams), Skidding Equipment - 50 ft exclusion zone, Mechanized Harvesting Equipment - 15 ft exclusion zone, C.4 and H.19
  - Meadow, C.4 and H.20
  - CA-3, Controlled Area, Limited Operating Period, H.12
  - CA-4, Controlled Area, Limited Operating Period, H.12
  - CA-5, Controlled Area, Limited Operating Period, H.12
  - CA-6, Aquatics, H.12

*Supplemental Information*

DxDam	Designation by Damage Class, Entire Contract Area, K-C.3.5.3#
WHOLE	Whole Tree Yarding, Entire Contract Area, G.4.2 and Appendix A-1.1.3.2
DF	Directional Felling, Entire Contract Area, G.4.1 and Appendix A-1.1.3.3
SUSP	One End Suspension (except when ending), Entire Contract Area, G.4.2 and Appendix A-1.1.3.4
PILE	Piling, K-C.3.5.3# and Appendix A-1.2.1
SCAT 18	Scatter, Appendix A-1.2.1, G.7, and G.4.1.4



Landlines and Symbol Locations are Approximate  
 Weather Station, PAL Zone High South, H.20

**SECTION C – DESCRIPTION/ SPECIFICATIONS/STATEMENT OF WORK****C.1 AGAR 452.211-72 STATEMENT OF WORK/SPECIFICATIONS (FEB 1988)**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced in Section J.

**C.2 PROJECT DESCRIPTION**

2.1 **Description of Work** – The primary purpose of this project is to reduce hazardous fuels by removal of dead, dying, trees from the landscape and includes treatment of existing dead and down material. Work Activities are to be performed within forest boundaries, along Forest Service roads and adjacent to private property boundaries in preparation of future silvicultural treatments for reforestation. While reducing fuels and site preparation are the primary purpose, a secondary purpose is to remove the dead material as biomass to reduce the amount of material burned on site and to contribute to the local economy.

- 2.1.1 Designated trees will be treated by a combination of activities including mechanical or hand felling, dozer piling, grapple piling, hand piling, skidding to roadside landing locations and/or decked for removal as chips or in log form.
- 2.1.2 Trees that are designated for cutting are all dead or dying trees as described in Appendix A and Appendix B (C.1, C.3) that are located within each unit and within Contract Sale Area.
- 2.1.3 Biomass material will be removed from National Forest System lands to a biomass facility.

2.2 **Resulting Contract** – Any resultant contract will be a commercial services contract with requirements for timber removal.

2.3 **Project Location** – Project is located in multiple sections within Townships 1 South, Range 18 and 19 E; and Township 2 South, Range 19E, Mount Diablo Baseline and Meridian.

- 2.2.1 The locations of the work areas have been identified on the attached maps. Area included is based on the need for fuel reduction and ability to remove the biomass material.
- 2.2.2 The project area is located within Tuolumne County on the Groveland Ranger District of the Stanislaus National Forest. The project is located within the Rim Fire boundary, this includes primary evacuation route roads, private property boundaries, which provide additional fuel breaks adjacent to the communities of Spinning Wheel, Sawmill Flat, Hardin Flat, Camp Tawonga, Rush Creek and Evergreen Road properties.
- 2.2.3 Contractor may be required to navigate work areas using a Global Positioning System (GPS) which has sub-meter accuracy and be capable of accepting/unloading shapefiles or track logs compatible with ArcGIS 10.1 or newer. Mobile electronic devices with GPS capabilities (i.e. smart phones & tablets) with a program capable of reading a .pdf map (i.e., Avenza) are also acceptable. Boundary paint, flagging, posted landlines and on the ground features will take precedence over GPS and smart devices.

**C.3 SPECIFICATIONS**

Specifications for each Stewardship service activity individually described by an item number in Schedule B pages can be found in Appendix A. Specifications for timber/biomass harvesting and removal can be found in

South Rim Fuels Reduction and Biomass IRSC -- Contract No. 129JGP19C4001 -- Page 11 of 59  
 Appendix B. Biomass volume estimates are based on the project as a whole as described in Appendix A. Road Maintenance specifications can be found in Appendix C. The Contractor shall provide all equipment, supplies, transportation, labor, supervision, and incidentals necessary to complete the project, except for that which the contract clearly states is to be furnished by the Government.

**C.4 CONTRACT AREA MAP**

The Project Boundary and treatment units are shown on the attached "Contract Area Map." Units were, before solicitation, designated on the ground by Forest Service to meet the anticipated needs of the Contract. The location of the contract area and approximate acreage are shown in Appendix B, Division A. Where applicable, the following are also identified on Contract Area Map:

- (a) Identified claims limiting Contractor's rights;
- (b) Boundaries of cutting units;
- (c) Areas where leave trees are marked to be left uncut;
- (d) Roads listed;
- (e) Sources of base course, rock riprap and surface rock;
- (f) Roads where log hauling is prohibited or restricted;
- (g) Roads and trails to be kept open;
- (h) Improvements to be protected;
- (i) Control areas;
- (j) Maximum stump heights when more than one height is listed by areas;
- (k) Skidding or yarding methods specified;
- (l) Stream courses to be protected;
- (m) Other features required by Appendix B; and
- (n) Boundaries of stewardship work activities.

**C.5 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(s) contained in Section I of the contract.

Description of Property	Value	Quantity	Return/Consumable
NONE			

**C.6 OPERATING PLAN AND SCHEDULE:**

The Contractor will provide a detailed timeline of when the contract requirements will be accomplished while conforming to the requirements within **Section F.5**. The operating plan should indicate the sequence of activities that will take place to accomplish the tasks described within the solicitation, Appendix A, Appendix B, and Appendix C, including proposed start and completion dates. The operating plan and schedule should contain the following elements:

- A list of employees/personnel working on this contract, identifying each by the Occupational Code/Job Title for the work as it applies to this contract under the applicable Service Contract Act wage rate.

- All Subcontractors must also provide a list of all employees/personnel working on this contract identifying each by their Occupational Code/Job Title as it applies to this contract under the applicable Service Contract Act wage rate.
- A proposed communication plan regarding findings, progress, information exchange, questions and concerns.

Depending upon how the contractor proposes accomplishing the activities within the solicitation, the Operating Plan and Schedule may be developed by indicating when and how all work activities within individual units will be completed, when and how individual tasks will be completed, or a combination of when and how units or tasks will be completed. The contractor should be able to display through an operating plan and schedule that all of the contract activities will be accomplished in a timeframe that will meet the contract requirements.

The Contracting Officer may specify the priority of work by item or sub-item (unit) within an item, without additional cost. Work may be performed at any time during the period of the contract, except during the following conditions (see also **Section F.4**):

6.1 In accordance with the fire plan in Section J.

6.2 When the Contracting Officer determines that adverse weather has made access or project production, unacceptable, too dangerous or ground damaging, or continued vehicular travel would cause unacceptable road damage.

6.3 Between dusk and dawn (unless otherwise agreed upon by the Contracting Officer and the Contractor).

6.4 On Sunday (unless otherwise agreed upon by the Contracting Officer and the Contractor).

6.5 Between operating periods indicated in the Resource Specifications listed in H.12 and F.4

### **Key Personnel**

The contractor shall provide a project manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The project manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available between 8:00 a.m. to 4:30p.m., Monday thru Friday except Federal holidays or when the government facility is closed for administrative reasons.

### **C.7 SUSTAINABLE ACQUISITION**

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

In compliance with FAR Part 23.4 through performance of this contract, the Contractor shall make maximum use of EPA designated and USDA designated biobased products in accordance with FAR clause 52.223-2 Affirmative Procurement of Biobased Products under Service and Construction Contracts and 52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts

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

The Contractor shall utilize products and material to the maximum extent possible in the performance of this contract from EPA's list of designated products and the accompanying recommendations for post-consumer content and recovered materials content in the following eight categories: Construction products, Landscaping products, Nonpaper Office Products, Paper and Paper Products, Park and Recreation products, Transportation Products, Vehicular Products, and Miscellaneous Products.

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

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

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

#### **7.1.1 BioPreferredProducts:**

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

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

##### **b Hydraulic Fluids - Mobile Equipment**

Hydraulic fluids formulated for general use in nonstationary equipment, such as tractors, end loaders, or backhoes. 44% - Minimum Biobased Content.

##### **c Penetrating Lubricants**

Products formulated to provide light lubrication and corrosion resistance in close tolerant internal and external applications including frozen nuts and bolts, power tools, gears, valves, chains, and cables. 68% - Minimum Biobased Content.

##### **d Greases - Truck**

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

##### **e Gear Lubricants**

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

##### **f Fuel Conditioners**

Products formulated to improve the performance and efficiency of engines by providing benefits such as removing accumulated deposits, increasing lubricity, removing moisture, increasing the

cetane number, and/or preventing microbial growths within the fuel system. 64% - Minimum Biobased Content.

**g Erosion Control**

Woven or non-woven fiber materials manufactured for use on construction, demolition, or other sites to prevent wind or water erosion of loose earth surfaces, which may be combined with seed and/or fertilizer to promote growth. 77% - Minimum Biobased Content.

**h 2-Cycle Engine Oils**

Lubricants designed for use in 2-cycle engines to provide lubrication, decreased spark plug fouling, reduced deposit formation, and/or reduced engine wear. 34% - Minimum Biobased Content.

**7.1.2 EPA Designated Products:**

Plastic trash bags, printer ribbons, toner cartridges, print & writing papers, Traffic Barricades, Traffic Cones, Engine Coolants, Rebuilt Vehicular Parts, Re-refined lubricating oils, retread tires, manual grade strapping, signage, sorbents.

## C.8 DEFINITIONS

**Biobased Products:** See Sustainable Acquisitions

**Contracting Officer (CO):** Individual with authority to bind the government with their signature on the contract.

**Contracting Officer Representative (COR):** Individual(s) designated to act on the behalf of the CO within the delegation given them in writing.

**Period of performance (also Performance period or Contract time):** All calendar days allowed for completion of contract work. Includes all days of the week including weekends and holidays.

**Quality Assurance:** Those actions taken by the government to check goods or services to determine that they meet the requirements of the SOW.

**Quality Assurance Surveillance Plan (QASP):** An organized written document used for quality assurance surveillance. The document contains information about how the government will assess performance, checklists, and may contain decision tables.

**Quality Control:** Those actions taken by a contractor to control the production of goods or services so that they will meet the requirements of the Performance Statement of Work. Refer to Inspection and Acceptance in clause 52.212-4 and Contractors Quality Control Plan as described in Section E.

**Quality Control Plan:** Contractor's plan for self-monitoring work prior to Government inspection and acceptance. See Section E.

**Random Sampling:** A method of looking at a few individual items in a lot to determine the quality of that lot against a standard.

**(Acceptable) Service:** A job performed to the standard and within the acceptable quality level. The contractor must do the specific job, and meet the standard, and meet the acceptable quality level before one can say that performance has been acceptable and that he/she should be paid.

**Standard:** An acknowledged measure of comparison.

**Stewardship Contracting:** An exchange of goods/products for services including construction.

**Sustainable Acquisitions (FAR Part 23.4 – Use of recovered materials and biobased products)**

- a. **Biobased Products:** Managed by the U.S. Department of Agriculture (USDA), the goal of the BioPreferred program is to increase the purchase and use of biobased products. The BioPreferred program was created by the [2002 Farm Bill](#) and reauthorized and expanded as part of the [Agricultural Act of 2014](#) (the 2014 Farm Bill). The program's purpose is to spur economic development, create new jobs and provide new markets for farm commodities. The increased development, purchase, and use of biobased products reduces our nation's reliance on petroleum, increases the use of renewable agricultural resources, and contributes to reducing adverse environmental and health impacts. **Information on biobased/biopreferred products can be found at the [BioPreferred Site](#).** The Contractor shall comply with the clause at FAR 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts and the provision at FAR 52.223-1, Biobased Product Certification.
- b. **EPA-designated items:** Products that are or can be made with recovered material. The [Comprehensive Procurement Guideline \(CPG\) program](#) is part of EPA's continuing effort to promote the use of materials recovered from solid waste. Buying recycled-content products ensures that the materials collected in recycling programs will be used again in the manufacture of new products. See FAR 52.223-17 Affirmative Procurement of EPA-designated items in Service and Construction Contracts.

**C.8.1 Technical Definitions – See Appendices.**



**SECTION D – PACKAGING AND MARKING**

**There are no clauses in this section.**

**SECTION E - INSPECTION AND ACCEPTANCE****General Clauses and Provisions Pertaining To All Items****E.1 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 address: <http://www.acquisition.gov/far>

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES****E.2 CONTRACTOR QUALITY CONTROL INSPECTION SYSTEM**

The Contractor shall identify the quality control inspection system it will use to ensure that contract specifications will be achieved. At no time shall the contractor rely upon Government inspections to provide notification of unsatisfactory performance. The Contractor shall produce written inspection records in a format and at times and places satisfactory to the Contracting Officer. Inspection records shall be made available upon request of the Contracting Officer and be maintained until the date of contract closure. The Contracting Officer may observe the Contractor's inspection at any time and shall otherwise have unlimited access to the inspection data.

**E.2.1 Quality Control Plan.** The Contractor shall provide a general Quality Control Plan (QCP) with the technical proposal. The Contractor shall supplement the QCP within 7 days before start of work based on items awarded to the Contractor and Government comments. The contractor shall conduct quality control inspections on all aspects of work. The field inspections shall be performed on bid items.

The general Quality Control Plan must demonstrate how the Contractor will assure quality meets the requirements and specifications of the contract listed in the Appendix A & Appendix B of the items to be bid upon in Section A. The Plan shall describe how quality will be monitored to assure the performance standards are met, the supervision of crew and completed work, as well as personnel that will be performing the quality control. Quality control shall include monitoring quality in an unbiased manner while work is in progress of items in Appendicies A, B and C:

- 1) residual tree care
- 2) felling and stump height
- 3) Snag retention
- 4) piling quality
- 5) product removal
- 6) road maintenance
- 7) Control area

**E.2.2 Contractor Quality Control Inspection** At no time shall the contractor rely upon Government inspections to provide notification of unsatisfactory performance. The Contracting Officer may observe the Contractor's inspection at any time and shall otherwise have unlimited access to the inspection data upon request.

**E.3 GOVERNMENT QUALITY ASSURANCE SURVEILLANCE PLAN**

Quality assurance specific to individual items will be found in Appendix A.

- a) **Forest Service Inspection** – The Forest Service shall conduct inspections of the Contractor’s work to determine compliance with the contract specifications (Appendix A) and determine a basis for making payment of Service Items. Inspections will consist of a visual walk-through inspection of the work performed and will be based on adherence to the Acceptable Quality Level (AQL). The Forest Service may also install a series of inspection plots to check for compliance to AQL.
- b) **Forest Service Acceptable Quality Level for Fuel Treatment and Biomass Removal** – Within treatment units, all trees designated for cutting are cut and material is either piled or removed according to specifications in Appendix A and Appendix B. No un-designated trees are cut or removed.
- 1) Residual Trees: No more than 2% (cumulative) of the residual leave trees are damaged by the contractors operations.
  - 2) Felling: 98% of material designated for cutting is felled, 95% of cut stumps are within the specified stump height, and 95% of slope areas indicated in B.2 (Schedule of Items) are felled and piled to accomplish fuel reduction goals.
  - 3) Snag Retention: 95% of Snag retention requirement and number are met.
  - 4) Piling: 95% of all piles meet Appendix A specifications.
  - 5) 95% of the required erosion control measures conform to the contract.
  - 6) Product Removal: 95% of all material meeting minimum piece size within designated Biomass Removal is removed.
  - 7) Tree processing: 95% of material not designated for removal is piled and meets piling listed above in E.3 b) 4)
  - 8) Road Maintenance: All roads are maintained in accordance with Specifications in Appendix C before and during haul, and after haul.
  - 9) Controlled Areas: No damage to controlled areas

#### **E.4 ACCEPTANCE**

The Contractor shall provide written inspection documentation and submit inspection sheets in accordance with the QCP. The Government will conduct an inspection and up to one re-inspection for each unit. If the contractor fails to meet the minimum AQL, the contractor shall rework the unit. Anytime more than two inspections are required per unit, the contractor may be assessed for additional inspections, which will include mileage and hourly rate of the COR. If follow-up inspections indicate that the minimum AQL was not met, the work will be deemed unsatisfactory and a deduction in payment may result (Section G-3.4). Acceptance may be made for all or portions of work.

**E4.1 Acceptance** – Work will be accepted when it is determined by the visual inspection or plot data collected at a 1 percent sample that the Contractor’s work conforms to the Acceptable Quality Level (AQL) for the unit designation. Areas missed within the work unit will be considered part of the work being inspected and must be re-worked regardless of the results of the inspection of the work completed in the Service Item. Service Items that do not comply with the Acceptable Quality Level will be in non-compliance and shall result in no-payment until AQL is met.

**SECTION F - DELIVERIES OR PERFORMANCE****General Clauses and Provisions Pertaining To All Items****F.1 52.252-2 CLAUSE 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 address: <http://www.acquisition.gov/far>

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

52.242-15 Stop-Work Order (Aug 1989)

52.247-55 F.O.B. Point for Delivery of Government-Furnished Property (JUN 2003)

**F. 2 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK**

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after receipt of Notice to Proceed or Task Order for specific work items, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than October 31, 2020 or as specified on each Task Order. The time stated for completion shall include final cleanup of the premises.

Performance shall be made only as authorized by orders issued in accordance with the Ordering clauses. Except as this contract otherwise provides, the Government shall order all services within the scope that are required by Government activities specified in the Schedule only with the vendor holding this contract for the specified services. Timber or other products Removal activities shall be scheduled and carried out in accordance with the Timber or other products Removal Specifications in Appendix B and as approved by the Contracting Officer.

It is estimated that work will begin February, 2019. Actual date is negotiable based upon actual award date, prospective work and weather conditions.

Any restrictions on the Scheduling of Work for resource protection, etc. will be addressed in the Technical Specifications.

**F.3 AGAR 452.211-74 PERIOD OF PERFORMANCE (FEB 1988)**

The period of performance of this contract is from date of contract award through October 31, 2020 after date of contract award.

(End of Clause)

**F.4 SPECIAL CONTRACT TIME AND PERFORMANCE RESTRICTIONS**

The Contractor shall perform this contract according to the following restrictions. Additional performance restrictions may also be found in the Technical Specifications and/or on contract maps.

<u>Unit/Area</u>	<u>Conditions of Operation</u>	<u>Purpose</u>
Contract Area	No hauling of products through Yosemite Lakes	Safety
Units Z028, Z029	Limit operations from 8 a.m. to 6 p.m., Monday-Friday excluding Weekends and Holidays. No operations on weekends beginning Memorial Day through Labor Day in areas adjacent Sweetwater Campground.	Avoid disturbance to Campers
Contract Area	Operations (with the exception of dust abatement and hauling of products) within 1/4 mile of residences, family camps and developed campgrounds are <b>only</b> allowed from <b>7 a.m. to 7 p.m.</b> , any day of the week excluding holidays.	Avoid disturbing occupants of Camps, Campgrounds and permanent residences
Contract Area	Included Timber must be removed from Forest Service Lands within: -Four weeks of felling from 3/01 to 6/30. -Six weeks of felling from 7/01 to 9/30. -Eight weeks of felling from 10/01 to 12/31	Control of slash breeding insects
Highway 120	No loading of log/chip trucks adjacent to Highway 120, 3 p.m. Friday through midnight Sunday (through Monday on Federal Holidays)	Safety
Evergreen Road and Cherry Lake Road	No log truck hauling will occur on Evergreen Road or Cherry Lake Road: from July 3 through July 5; during Memorial Day and Labor Day weekends (3:00 p.m. Friday through Monday); or, on other weekends (3:00 p.m. Friday through Sunday) between Memorial Day and Labor Day	
Contract Area	Suspend ground-based operations whenever soil moisture conditions are such that excessive damage would occur or if rutting greater than 5 inches occurs with a single equipment pass. Normal Operating Period is from May 15-October 15.	Soil protection

**F.5 SCHEDULES AND REPORTS**

Contractor shall provide the following submittals as stated below unless otherwise mutually agreed upon. The Contractor shall update all submittals as needed, or as required by the CO, but in no case less than once per calendar year on a date specified by the Contracting Officer:

<b><i>ITEM DESCRIPTION</i></b>	<b>SUMBITAL DUE</b>	<b>COPIES REQUIRED</b>
<u>Proposed Operation Plan (Overall Schedule):</u> The Contractor shall prepare and submit two copies (or one electronic copy) of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the starting and completion dates of various phases of the work. The schedule shall comply with the contract time requirements in the contract (or Task Order), including, but not limited to Paragraphs F.2 and F.5. The schedule shall be provided in either 8.5'x11' or 11'x17' format.	With Proposal	2
<u>Subcontractors:</u> List of proposed sub-contractors and their intended work. Sub-contractors must have Contracting Officer's written approval prior to starting work on the project. Submit on Standard Form 1413.	With Proposal	2
<u>Traffic Control Plan.</u> The Contractor shall prepare and submit a Traffic Control Plan detailing conformance with OSHA requirements, MUTCD requirements, and all other contract requirements, including, but not limited to Paragraph H.9, "Traffic Control Plan" and the requirements included in the Appendices, if any.	At prework Meeting	2
<u>Soil Erosion and Water Pollution Control Plan.</u> The Contractor shall prepare and submit an Erosion Control Plan detailing permanent and temporary control measures to minimize erosion and sedimentation during and after contract performance. Plan shall conform to all contract requirements, including but not limited to Paragraph H.5, "Erosion Prevention and Control", and the requirements in the Appendices, if any.	At prework Meeting	2
<u>Safety Plan.</u> The Contractor shall comply with the requirements of FAR 52.236-13 – Accident Prevention, for all activities under this contract. (Paragraph I.2)	10 days after issuance of Notice to Proceed	2
<u>Quality Control Plan.</u> Submit original with proposal. Any updates need to be provided for approval to the CO. Refer to E.2	With Proposal	2
Designation of Contractor personnel describing responsibilities and authorities	At prework Meeting	2
<u>BioBased Report.</u> Submit with proposal and annually in January. Refer Section C.7	With Proposal	

All schedules and reports shall be submitted to the Contracting Officer's Representative identified by the CO, unless the Contracting Officer directs the Contractor to submit any schedules or reports directly to the CO.

**SECTION G – CONTRACT ADMINISTRATION DATA****General Clauses Pertaining To All Items****G.1. N/A****G.2 MEASUREMENT**

All linear and area measurements under this contract are measured on a horizontal plane. Acreage will be 1) calculated by Global Positioning Systems (GPS) measurement processed in a Geographic Information System (GIS), if possible, or 2) digitized in GIS from ortho photos, or a combination of remote sensing tools. Calculated acres will be rounded to the nearest 10<sup>th</sup> of an acre.

**G.3 PAYMENT**

It is anticipated that funds will be exchanged in the performance of this contract because the value of the timber or other products will not completely offset the value of the work to be performed. Payment shall only be made under this clause to the extent that the work performed will not be offset by the timber or other products value during the contract period. When payment is made to the contractor for work performed, it will be made in accordance with FAR 52.212-4 Contract Terms and Conditions-Commercial Items (i) – Payments and 52.232-33 Payment by Electronic Funds Transfer – System for Award Management (See clause 52.212-5).

Submit certification G.8 with all invoices.

Invoices are to be submitted to:

Payment will be made from the contractor's invoice. All invoices are to be submitted via the electronic Invoice Processing Platform (IPP). This is a mandatory requirement initiated by the U.S. Department of Treasury and you can find more information at this website <https://www.ipp.gov/index.htm>. This is no pre-award registration.

After award of a contract, please make sure that your company registers promptly at <http://www.ipp.gov/vendors/enrollment-vendors.htm> to establish your account. PRIOR to starting the IPP enrollment process, please verify that the point of contact's (POC's) email address is up to date in your company's System for Award Management (SAM) account at [www.sam.gov](http://www.sam.gov), and that any recent update(s) have been allowed time to process resulting in an "Active" status on the SAM account. The one-time enrollment in IPP means a series of emails will be sent to the SAM POC. If you have questions on the IPP enrollment process, call IPP Customer Support at (866) 973-3131. IPP customer support is available to assist users from 8 a.m. to 6 p.m. Eastern, Monday through Friday (excluding holidays). A user ID and password are required to view payment information.

The value of work completed and timber or other products removed will be documented in a Stewardship Statement of Account produced by Timber Sale Accounting (TSA) monthly when harvesting operations are underway.

**G.3.1 Payment Terms**

**Fuel Treatment units:** Payment shall be based on actual treated acres determined by GPS or calculated in GIS not estimated treatment acres.

**Biomass Removal:** Payment shall be based on actual tons removed not estimated tons. A 5% withholding of payments for biomass removal will be made until after post-haul road maintenance treatments are complete.

**G.3.2 Re-Inspection Costs**

If rework of task(s) is required, the Contractor will be assessed the costs incurred by the Government in performing such activities. One inspection will be authorized at each of the draft stages and one at the final report stage.

- Any resubmittals of drafts will be re-inspected and will accrue re-inspection costs.
- If final report requires rework the resubmittal will be re-inspected and will accrue re-inspection costs.

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

Activity	Charge rate
Government wages (per employee performing re-inspection)	\$50.00/hour
*Government mileage	\$0.545/mile

\*Mileage reimbursement rate in effect January 1, 2016 is \$.54 per mile. Mileage rates change periodically and the most current mileage rates for assessed damages at the time will be used. Most current mileage rates can be found at the General Services Administration website [GSA Mileage](#).

**G.3.3 FINAL PAYMENT - RELEASE OF CLAIMS**

The Government shall pay the amount due the Contractor under this contract after—

- (1) Completion and acceptance of all work;
- (2) Presentation of a properly executed invoice; and
- (3) Presentation of 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.

**G.4 INCIDENTAL PAYMENT ITEMS**

The intent of the contract is to provide for the complete performance of the project described in the contract. Unless otherwise provided, the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies, and perform all work required to complete the project in accordance with drawings, specifications, and provisions of the contract. Payment for contract work will be made only for and under those pay items included in the Schedule of Items. All other work and materials will be considered as incidental to and included in the payment for items shown.

**G.5 PRODUCT PAYMENT GUARANTEE**

To guarantee payment for product in advance of cutting, Contractor may earn Stewardship Credits in advance of cutting, or provide a product payment guarantee in the form of an acceptable surety payment bond, irrevocable letter of credit (ILOC), cash, or a deposit in a Federal Depository negotiable securities of the United States.



Any earned stewardship credits and product payment guarantee together will maintain a minimum unobligated balance equal to the applicable charges for product the Forest Service estimates will be cut or removed in not less than 30 calendar days and not more than 60 calendar days, plus the value of any outstanding charges for product removed.

Securities shall be deposited through the Contracting Officer accompanied by a power of attorney and agreement authorizing the bond-approving officer to sell or collect such securities if payment is not made within 15 days of billing by Forest Service. The penal sum of such surety bond or the market value at time of deposit of such negotiable securities shall be the maximum amount of the payment guaranteed.

Product payment guarantee for a single contract shall be provided utilizing Form FS6500-12 Payment Bond.

Blanket Payment Bond:

- a. Contractor may furnish an acceptable bond, or deposits securities, to guarantee payment for product from multiple contracts. Contractor shall not start cutting hereunder until this contract receives an allocation that will meet the obligation for product payment guarantee.
- b. The amount of such bond or deposited securities shall be allocated to such contracts by the Forest Service. The Contractor shall provide the contact information for the Forest Service representative administering the blanket payment bond to the Contracting Officer. The Forest Service representative administering the blanket payment bond will provide the Contracting Officer with documentation showing the allocation to this contract.
- c. When there is to be no product cutting or removal hereunder for 30 days or more and payment of current charges has been made, the allocation to this contract may be reallocated to other contracts at Contractor's request.
- d. Payment guaranteed with acceptable blanket payment bond for multiple contracts shall be provided utilizing Form FS-6500-12a Blanket Payment Bond.

## **G.6 STEWARDSHIP CREDITS**

Stewardship Credits are credits that are earned and established when work listed in the B.1 Schedule of Supplies/Services has been performed and accepted. Stewardship credits shall be earned at the rate as shown in the Schedule. Earned credits may be used to pay for timber or other products value included in Schedule B.2. Unless otherwise indicated in the Schedules, credits will be earned based upon Actual Quantities accomplished and accepted.

## **G.7 ESTABLISHMENT OF STEWARDSHIP CREDITS**

Notwithstanding references to payments in "Payment" clauses of this contract, payment for Stewardship Activities will be made with Product Value or other funding as indicated in the award document.

Stewardship Credits will be established on a monthly basis. Stewardship credits will be established for the number of units of each activity that has been completed and accepted. Acceptance may be for all, or a reasonable portion of, any specific activity.

Stewardship credits will not be established for work that is in progress that has not been accepted by the Forest Service. No credits will be established for work performed under terms of Schedule B.2.3.

**G.8 CONTRACTOR CERTIFICATION**

Contractor will submit certification with every invoice and monthly, as Stewardship Credits are established. The Contractor shall furnish the following certification indicating if for invoice, stewardship credit or both. Credit will not be received if certification is not submitted.

<b>CONTRACTOR CERTIFICATION</b>			
<input type="checkbox"/> - Invoice and/or <input type="checkbox"/> Stewardship Credit Earned			
		Page	of
Unit (Region, Forest, District)	Project:	Contract No.	
Name and Address of Contractor:	Invoice No.	Invoice Date:	
<p>I hereby certify, to the best of my knowledge and belief, that--</p> <p>(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;</p> <p>(2) Payments to subcontractors and suppliers have been made, and timely payments will be made for the work activities covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;</p> <p>(3) This request for progress payments/credits does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and</p> <p>(4) This certification is not to be construed as final acceptance of a subcontractor's performance.</p> <p style="text-align: center;">(Name)</p> <p style="text-align: center;">(Title)</p> <p style="text-align: center;">(Date)</p>			

**G.9 EXCESS STEWARDSHIP CREDITS**

In the event there are excess (unused) established Stewardship Credits when all of the included timber or other products has been cut and removed the Forest Service, at its option, shall either add more timber or other products or make cash payment for the unused credits.

**G.10 Excess Timber or Other Products Value**

In the event the value of the included timber or other products exceeds the total value of all of the mandatory activities plus the ordered optional activities, the Contractor shall make cash payment for the excess timber or other products value.

**G.11 Refund of Excess Cash**

If at any time the credit balance of the Stewardship Statement of Account exceeds the charges for timber or other products removed to date and for timber or other products that the Forest Service estimates will be cut within the next 60 calendar days, any portion of such excess from cash in the account shall be refunded if requested by the Contractor. If no cutting is planned within the next 60 calendar days, refund of the entire unencumbered cash balance may be made. After a refund, deposits shall be made to meet the requirements of the clause entitled, "PRODUCT PAYMENT GUARANTEE" before additional timber or other products may be cut.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****General Clauses and Provisions Pertaining To All Items****H.1 AGAR 452.215-73 POST AWARD CONFERENCE (NOV 1996)**

A post award conference with the successful offeror is required. It will be scheduled within 10 days after the date of contract award. The conference will be held at the Supervisor's Office in Sonora, CA, and will include discussion of contract terms and work performance requirements, work progress schedule and fire prevention/suppression and safety plans.

(End of Clause)

**H.2 AGAR 452.236-72 USE OF PREMISES (NOV 1996)**

- (a) 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 campsite or trailer parking area of any employee working on the project for the Contractor.
- (b) Unless excepted 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.

(End of Clause)

**H.3 AGAR 452.237-74 KEY PERSONNEL (FEB 1988)**

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

- 1. Overall Project Manager

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

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

(End of Clause)

**H. 4 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>.

This contract is also subject to the H-2B program under 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 with the Office of Foreign Labor Certification (OFLC) in the Department of Labor Employment and Training Administration is required if hiring H-2B workers. 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/>.
- 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](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 Subpart I, OSHA's personal protective equipment (PPE) standard, which includes 29 CFR 1910.132, 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. Specific requirements for PPE are also presented in many different OSHA standards, published in 29 CFR.
- 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 Logging activities:  
[https://www.osha.gov/SLTC/etools/logging/manual/logger/personal\\_equip.html](https://www.osha.gov/SLTC/etools/logging/manual/logger/personal_equip.html)
- General Machine and Vehicles Logging activities:  
<https://www.osha.gov/SLTC/etools/logging/mechanical/machines.html>
- 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.

## **H.5 SAFETY**

Contractor's Operations shall facilitate Forest Service's safe and practical inspection of Contractor's Operations and conduct of other official duties on Contract Area. Contractor has all responsibility for compliance with safety requirements for the Contractor's employees. In the event that a conflict develops between the

**H.6 REQUIREMENTS OF RIGHTS-OF-WAY**

The Contractor’s use on rights-of-way shall be confined to said rights-of-way and limited by the related easements and stipulations, if any, unless Contractor makes other arrangements that will not infringe upon or adversely affect the grantee’s rights. Said easements or right-of-way documents are available in the offices of the Forest Supervisor and District Ranger.

The rights-of-way listed below indicate where the Contractor is authorized to construct roads in accordance with this contract and/or use roads pursuant to H.7 Use of Roads by the Contractor. All construction and/or use shall be subject to the terms of said documents (copies of which are available at the Forest Supervisor's office) unless certain requirements are superseded or added to as set forth below for each right-of-way.

There are no known right of ways where work will be performed.

Map Road No.	Rights-of-Way List		Recording Data			
	Grantor	Grantee	Date	County	Volume	Page
	No known right of ways	USDA Forest Service		Tuolumne		

**USE AGREEMENT BETWEEN FOREST SERVICE AND OWNER**

Contractor is authorized to \_\_\_\_\_subject to the terms and conditions of a \_\_\_\_\_ between Forest Service and \_\_\_\_\_.

**H.7 USE OF ROADS BY CONTRACTOR**

Contractor is authorized to maintain roads, bridges, and other transportation facilities, as needed for harvesting Included Timber or other products on National Forest and other lands where Forest Service has such authority. The location and clearing widths of all Temporary Roads or facilities shall be agreed to before construction is started. Contractor is authorized to cut and use for construction without charge construction timber or other products designated by agreement.

Except as provided herein, the Contractor is authorized to use existing National Forest roads and Specified Roads, when such use will not cause damage to the roads or National Forest resources and when hauling can be done safely. If the Contractor’s use of an existing temporary or National Forest system road cannot be satisfactorily accommodated without reconstruction, the Contractor shall be authorized to use such road upon agreement as to the minimum reconstruction work that the Contractor shall perform before hauling.

The Contract Area Map shows existing temporary or permanent roads that for such reasons as limitations in structural capacity, safety, and protection of soil, water, and roads:

(a) Cannot be used for log hauling or

(b) May be used only under the restrictive limitations stated therein.

Contractor's use of existing roads identified on Contract Area Map by the following codes is prohibited or subject to restrictive limitations, unless agreed otherwise:

Code	Use Limitations
X	Hauling prohibited
R	Hauling restricted
U	Unsuitable for hauling prior to completion of agreed reconstruction
P	Use prohibited
A	Public use restriction
W	Regulation waiver

Roads coded A will be signed by the Forest Service to inform the public of use restrictions. Contractor's use of roads coded R, A, or W shall be in accordance with the following restrictions:

1) Restricted Road List

Road Number	Road Name	Termini		Map	Description of Restrictions
		From	To	Legend	
N/A					

2) Restricted Bridge List

Bridge Number	Location	Termini		Map	Description of Restrictions
		From	To	Legend	
All Bridges					State Legal Load Limitation

**H.8 ROAD MAINTENANCE**

Contractor shall maintain roads, commensurate with the Contractor’s use, in accordance with Road Maintenance Requirements and the Road Maintenance Specifications (see Appendix C). Performance of road maintenance work by Contractor may be required prior to, during, or after each period of use. The timing of work accomplishment shall be based on Contractor’s Progress Schedule.

**8.1 LOCAL MATERIAL SOURCES**

(a) Designated Sources--Sources of local materials will be designated on the drawings. The Government assumes responsibility for the quality and quantity of material in the source. The Contractor shall determine the equipment and work required to produce the specified product.

(b) The Contractor shall be allowed use of material in the source. The designation of source will include the rights of the Contractor to use certain area(s) for plant site, stockpiles, and haul roads. Contractor will request written documentation for use of said materials.

(d) Should the designated source, due to causes beyond the control of the Contractor, contain insufficient suitable material, the Government may provide another source.

## **H.9 TRAFFIC CONTROL PLAN**

Unless otherwise agreed in writing, when Contractor's Operations are in progress adjacent to or on Forest Service controlled roads and trails open to public travel, the Contractor shall furnish, install, and maintain all temporary traffic controls that provide the user with adequate warning of hazardous or potentially hazardous conditions associated with Contractor's Operations. The Contractor and Forest Service shall agree to a specific Traffic Control plan for each individual project prior to commencing operations. Devices shall be appropriate to current conditions and shall be covered or removed when not needed. Except as otherwise agreed, flagmen and devices shall be as specified in the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUCD) and as shown on Plans, Contract Area Map, Traffic Control Plan or in specifications attached hereto.

## **H.10 USE BY OTHERS**

Forest Service shall have the right to use any road constructed by the Contractor under this contract for any and all purposes in connection with the protection and administration of the National Forest. Other parties, in connection with the logging of tributary National Forest timber, may use roads constructed by the Contractor hereunder when such use will not materially interfere with the Contractor's Operations. Such third party use shall be contingent upon the third party paying a fair share of maintenance cost commensurate with such commercial use. Unless otherwise provided, Forest Service shall authorize other uses of roads constructed by the Contractor hereunder only if:

- (a) Forest Service makes appropriate arrangements to relieve the Contractor of related maintenance costs commensurate with such other uses and
- (b) Such other uses will not materially interfere with the Contractor's Operations.

Where the Contractor reconstructs a road having established use, the use during reconstruction and thereafter by the Contractor shall be such as to reasonably accommodate such established use. Contractor shall have the right to use such reconstructed road without additional material interference from other users.

### **H.10.1 Closure to Use by Others**

#### **A. Seasonal Closure to public use are from December 15 through May 15**

The use of barricades or gates during operations will be needed during seasonal closure.

#### **B. Closure of Temporary Roads at End of Contractor's Use.**

Installation of barricades, which may include earth berms, logs, timber, rock, metal railing, etc.

## **H.11 PROTECTION OF LAND SURVEY MONUMENTS**

Forest Service shall appropriately designate on the ground all known survey monuments, section corners, and other corner accessories. Forest Service shall post identifying signs on two sides of each known bearing tree.

Forest Service shall arrange protective or perpetuative action that does not cause unnecessary delay to the Contractor in authorized clearings, such as Clearcutting Units and road construction, and in other instances where damage to monuments, section corners, and other corner accessories is unavoidable.

Contractor shall protect all known survey monuments, witness corners, reference monuments, and bearing trees against avoidable destruction, obliteration, or damage during Contractor's Operations. If any known monuments, corners, or accessories are destroyed, obliterated, or damaged by Contractor's Operations, the Contractor shall hire the appropriate county surveyor or a registered land surveyor to reestablish or restore at the same location the monuments, corners, or accessories at no additional cost to the Government. Such surveyors shall use procedures in accordance with the Bureau of Land Management "Manual of Instructions for the Survey of the Public Lands of the United States" for General Land Office surveys and in accordance with State law for others. Contractor shall record such survey in appropriate county records.

## H.12 Protection Measures Needed for Plants Animals, Cultural Resources, and Cave Resources

1. Areas, known by Forest Service prior to contract solicitation, needing special measures for the protection of plants, animals, cultural resources, and/or cave resources are shown on Contract Area Map and/or identified on the ground, and shall be treated as follows:
  - a. Unless agreed otherwise, wheeled or track laying equipment shall not be operated in areas identified as needing special measures except on roads, landings, tractor roads, or skid trails. Contractor may be required to backblade skid trails and other ground disturbed by Contractor's Operations within such areas in lieu of cross ditching.
  - b. Unless agreed otherwise, trees will not be felled into areas identified as needing special measures.
  - c. Contractor shall conduct operations in a manner that does not damage or disturb protected areas. In the event that protective measures identified by the Forest Service are for any reason inadequate, the Contracting Officer may delay or interrupt the Contractor's operations, under this Contract, and/or modify this Contract.
  - d. Contractor shall immediately notify the Forest Service if its operations disturb or damage any area identified as needing special protection, and shall immediately halt its operations in the vicinity of such area until the Forest Service authorizes continued operations. In the event that the Contractor's operations disturb or damage an area identified as needing special protection, then Contractor shall reimburse the Forest Service for the full cost and expense of any evaluative and remedial measures undertaken by the Forest Service in connection with such disturbance or damage. Such payment shall not relieve Contractor from civil or criminal liability under applicable law.
2. Nothing contained in this clause shall establish, or be deemed to establish any express or implied warranty on the part of the Forest Service that the Forest Service has identified all areas within the Contract Area requiring special protection, or that measures prescribed by the Forest Service for protection of such areas are adequate.
3. Following contract solicitation, additional areas needing special measures for protection may be discovered or identified; protective measures may be revised or newly prescribed; and, additional species of plants and/or animals may be added to federal lists of protected species. In such event, Contracting Officer may delay or interrupt Contractor's operations, under this Contract, and/or modify this Contract.
4. Discovery, by either the Contractor or the Forest Service, of additional areas, resources, species, or members of species needing special protection shall be promptly reported to the other party. Control Areas listed below are also identified on the Project Map and within **Appendix A 3.7**.
  - A) Identified as CA-1 within the Contract Work Area, ***no*** Contractor Operation will be permitted, unless otherwise agreed in writing, within areas: flagged with orange/white and blue/black candy striped flagging; tagged with white or yellow tags with "CA-1" written on them; and/or posted with "Area Controlled" signs. Any Contractor Operation (including the removal of products) within cultural management boundaries must comply with Section 106 of the National Historic Preservation Act of 1966 and will require consultation, approval, and monitoring by the Heritage Program Manager or District Heritage Program Staff. By written agreement, in certain cultural sites within cut units,

removal of timber designated within the perimeter of sites may be approved if Contractor's equipment is capable of mechanically cutting and placing the timber outside of the site without disturbance to the site features. Any slash or debris resulting from operations must be removed manually from the designated Control Area.

- B) Identified as CA-3 on Contract area Map (Northern Goshawk). Unless otherwise agreed, no Contractor Operation (with the exception of road reconstruction, road maintenance & the hauling of products) will be permitted between February 15 and September 15.
- C) Identified as CA-4 Contract Area map (Spotted Owl). Unless otherwise agreed, no Contractor Operation (with the exception of road reconstruction, road maintenance & the hauling of products) will be permitted between March 1 and August 31.
- D) Identified as CA-5 on Contract Area Map (Great Grey Owl). Unless otherwise agreed, no Contractor Operation (with the exception of road reconstruction, road maintenance & the hauling of products) will be permitted between March 1 and August 15.
- E) Sensitive Plants. Unless otherwise agreed, no Contractor Operations are permitted within flagged in orange & black candy-striped flagging except as noted below. Any slash or debris resulting from tree felling operations occurring within flagged perimeters is to be removed manually by Contractor. No piling within sites.
  - a. Contractor Operations are permitted within (*Clarkia* spp) areas flagged in orange & black candy-striped flagging during the non-growing season (from appx July 15- Dec 1). After the dry season begins tracked equipment is allowed. Avoid turning and dragging through site. Any slash or debris resulting from tree felling operations occurring within flagged perimeters is to be removed suspended by Contractor. No piling within sites.
- F) Identified as CA-6 on Contract Area Map (CRLF). Unless otherwise agreed, no Contractor Operation (with the exception of road maintenance & hauling of products) will be permitted within areas shown on Contract Area Map from the first rainfall event of more than 0.25 inches of rain on or after October 15 to April 15.
- G) Hardwoods/meadows/springs/seeps). Unless otherwise agreed, ground-based equipment is prohibited within areas flagged in yellow with red polka dot flagging. End lining products out from the flagged perimeter is allowed.
- H) Unless otherwise agreed, no Contractor Operations are permitted within areas flagged in orange "Noxious Weeds" flagging. However, where it is not possible to keep equipment or service vehicles out of sites infested with noxious weeds, the contractor shall clean equipment and service vehicles so that they are free of soil, seeds, vegetative matter or other debris prior to being moved from infested sites to un-infested units and prior to being transported out of project area.

### **H.13 PROTECTION OF RESIDUAL TREES**

Contractor's Operations shall not unnecessarily damage any live trees to be reserved. See Appendix B (K\_C.3 and K\_G3.2)

### **H.14 SANITATION AND SERVICING**

Contractor shall take all reasonable precautions to prevent pollution of air, soil, and water by Contractor's Operations. If facilities for employees are established on Contract Area, they shall be operated in a sanitary

Contractor shall maintain all equipment operating on Contract Area in good repair and free of abnormal leakage of lubricants, fuel, coolants, and hydraulic fluid. Contractor shall not service tractors, trucks, or other equipment on National Forest lands where servicing is likely to result in pollution to soil or water. Contractor shall furnish oil-absorbing mats for use under all stationary equipment or equipment being serviced to prevent leaking or spilled petroleum-based products from contaminating soil and water resources. Contractor shall remove from National Forest lands all contaminated soil, vegetation, debris, vehicle oil filters (drained of free-flowing oil), batteries, oily rags, and waste oil resulting from use, servicing, repair, or abandonment of equipment.

#### **H.15 PREVENTION OF OIL SPILLS**

If the Contractor maintains storage facilities for oil or oil products on Contract Area, Contractor shall take appropriate preventive measures to ensure that any spill of such oil or oil products does not enter any stream or other waters of the United States or any of the individual States.

If the total oil or oil products storage exceeds 1,320 gallons in containers of 55 gallons or greater, Contractor shall prepare a Spill Prevention Control and Countermeasures Plan. Such plan shall meet applicable EPA requirements (40 CFR 112), including certification by a registered professional engineer.

Contractor shall notify Contracting Officer and appropriate agencies of all reportable (40 CFR 110) spills of oil or oil products on or in the vicinity of Contract Area that are caused by the Contractor's employee's agents, contractors, Subcontractors, or their employees or agents, directly or indirectly, as a result of Contractor's Operations. Contractor will take whatever initial action may be safely accomplished to contain all spills.

#### **H.16 HAZARDOUS SUBSTANCES**

Contractor shall notify the National Response Center and Contracting Officer of all releases of reportable quantities of hazardous substances on or in the vicinity of Contract Area that are caused by Contractor's employees, agents, Subcontractors or their employees or agents, directly or indirectly, as a result of Contractor's Operations, in accordance with 40 CFR 302.

#### **H.17 EQUIPMENT CLEANING**

In order to prevent the spread of noxious weeds into the Contract Area, Contractor shall be required to clean all off-road logging and construction equipment prior to entry on to the Contract Area. This cleaning shall remove all soil, plant parts, seeds, vegetative matter, or other debris that could contain or hold seeds. Only logging and construction equipment so cleaned and inspected by the Forest Service will be allowed to operate within the Contract Area. All subsequent move-ins of equipment to the Contract Area shall be treated in the same manner as the initial move in. "Off-road equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.

Contractor shall employ whatever cleaning methods are necessary to ensure that off-road equipment is free of noxious weeds. Equipment shall be considered free of soil, seed, and other such debris when a visual inspection does not disclose such material. Disassembly of equipment components or specialized inspection tools is not required.

Unless otherwise agreed, Contractor shall give the Forest Service at least 24 hours' notice when equipment is ready for inspection. Notification will include an agreed upon location where the equipment will be available for inspection by the forest service.

New infestations of noxious weeds, of concern to Forest Service and identified by either Contractor or Forest Service, on the Contract Area or on the haul route, shall be promptly reported to the other party. Contractor and Forest Service shall agree on treatment methods to reduce or stop the spread of noxious weeds when new infestations are found. A current list of noxious weeds of concern to Forest Service is available at each Forest Service office.

## **H.18 EROSION PREVENTION AND CONTROL**

Contractor's Operations shall be conducted reasonably to minimize soil erosion. Equipment shall not be operated when ground conditions are such that excessive damage will result. The kinds and intensity of erosion control work done by Contractor shall be adjusted to ground and weather conditions and the need for controlling runoff. Erosion control work shall be kept current immediately preceding expected seasonal periods of precipitation or runoff.

If Contractor fails to do seasonal erosion control work prior to any seasonal period of precipitation or runoff, Forest Service may temporarily assume responsibility for the work and any unencumbered deposits hereunder may be used by Forest Service to do the work. If needed for such work, Contractor shall make additional deposits on request by Forest Service. Any money deposited or used for this purpose shall be treated as cooperative deposits.

## **H.19 STREAMCOURSE PROTECTION**

"Streamcourses" that are subject to provisions of this Section are shown on Contract Area Map. Unless otherwise agreed, the following measures shall be observed to protect Streamcourses:

- (a) Contractor's Operations shall be conducted to prevent debris from entering Streamcourses, except as may be authorized under paragraph (d). In the event Contractor causes debris to enter Streamcourses in amounts that may adversely affect the natural flow of the stream, water quality, or fishery resource, Contractor shall remove such debris as soon as practicable, but not to exceed 2 days, and in an agreed manner that will cause the least disturbance to Streamcourses.
- (b) Culverts or bridges shall be required on Temporary Roads at all points where it is necessary to cross Streamcourses. Such facilities shall be of sufficient size and design and installed in a manner to provide unobstructed flow of water and to minimize damage to Streamcourses. Trees or products shall not be otherwise hauled or yarded across Streamcourses unless fully suspended.
- (c) Wheeled or track-laying equipment shall not be operated in Streamcourses, except at crossings designated by Forest Service or as essential to construction or removal of culverts and bridges.
- (d) Flow in Streamcourses may be temporarily diverted only if such diversion is necessary for Contractor's planned construction and Forest Service gives written authorization. Such flow shall be restored to the natural course as soon as practicable and, in any event, prior to a major storm runoff period or runoff season.



<b>Operating requirements for mechanized equipment operations in Riparian Conservation Areas (RCA's)</b>					
<b>Stream Type<sup>1</sup></b>	<b>Zone</b>	<b>Width (feet)</b>	<b>Equipment Requirements</b>	<b>Element</b>	<b>Operating Requirements</b>
Perennial/ Intermittent and Special Aquatic Features (SAFs)	Exclusion	0 - 15	Mechanical Harvesting/ Shredding <sup>2</sup> : Prohibited		
		0 - 50	Skidding <sup>3</sup> : Prohibited		
	Transition	15 - 100	Mechanical Harvesting/ Shredding: Allowed	Streamcourse Debris	Remove activity-created woody debris to above the high water line of stream channels
				Vegetation	Retain remaining post-fire obligate riparian shrubs and trees that have live crown foliage or are resprouting (e.g., willows, alder, dogwoods and big leaf maples)
				Streambanks	Do not damage streambanks with equipment.
		50 - 100	Skidding: Allowed	Skid Trails	Use existing skid trails except where unacceptable impact would result. Do not construct new primary skid trails within 100 feet of the stream
				Stream Crossings	The number of crossings should not exceed an average of 2 per mile
	Outer (Perennial/SAFs)	100 - 300	Mechanical Harvesting/ Shredding/ Skidding: Allowed	Skid Trails	Allow skid trail density and intensity to gradually increase with distance from the Transition Zone
Outer (Intermittent)	100 - 150	Mechanical Harvesting/ Shredding/ Skidding: Allowed	Skid Trails	Allow skid trail density and intensity to gradually increase with distance from the Transition Zone	
Ephemeral	Exclusion	0 - 15	Mechanical Harvesting/ Shredding: Prohibited		
		0 - 25	Skidding: Prohibited		
	Transition	15 - 50	Mechanical Harvesting/ Shredding: Allowed		
		25 - 50	Skidding: Allowed	Stream Crossings	The number of crossings should not exceed an average of 3 per mile

<sup>1</sup> Perennial streams flow year long. Intermittent streams flow during the wet season but dry by summer or fall. Ephemeral streams flow only during or shortly after rainfall or snowmelt. Special aquatic features (SAFs) include lakes, meadows, bogs, fens, wetlands, vernal pools and springs.

<sup>2</sup> Low ground pressure track-laying machines such as feller bunchers and masticators.

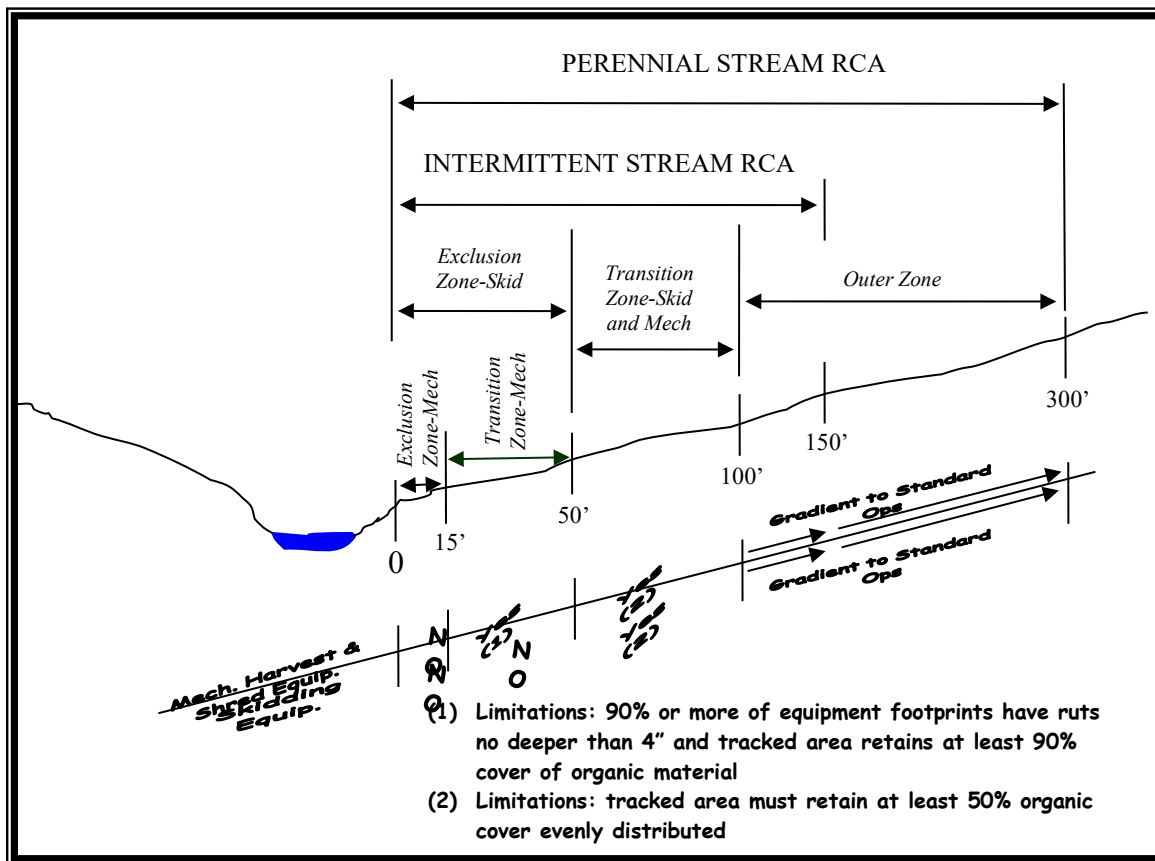
<sup>3</sup> Rubber-tired skidders and track-laying tractors.

1. Mechanized Equipment Operations in Riparian Conservation Areas (RCAs)

**Operations in Perennial and Intermittent Stream RCAs:**

The RCA is divided into three zones to provide a wide, graduated buffer so that riparian conservation objectives and management objectives can be achieved. The zone nearest the stream is an exclusion zone that prohibits mechanized equipment. The next zone is a transition zone that allows light use. The third zone is an outer zone that allows additional use as distances increase from the stream. See Figure 2 for a diagram of the three zones. The objective of the exclusion and transition zones is to retain a high percentage of ground cover and prevent detrimental soil compaction and displacement. The intent of the outer zone is to allow activity to increase from light use in the transition zone to standard operations beyond the RCA.

Figure 2: Equipment Operations in Perennial and Intermittent Stream RCAs



Exclusion Zone

- The exclusion zone starts at:
  - 1) The edge of the active channel where slopes rise uniformly from the stream, or at the outer edge of the following features, whichever is furthest from the stream.
  - 2) The first slope-break adjacent to the stream (e.g., streambank, outer gorge)
  - 3) Flat or nearly flat ground adjacent to the channel (e.g., floodplain or terrace)
  - 4) Obligate riparian shrub and/or tree communities associated with any of the above.

For example, if the edge of the active channel is 2 feet from the water’s edge, the first slope break is 5 feet from the water’s edge, the floodplain is 15 feet from the water’s edge, and the obligate riparian vegetation extends 25 feet from the water’s edge, then the exclusion zone would start at the edge of the obligate riparian vegetation, since it is furthest from the stream. In Figure 2 above, this start of the exclusion zone is labeled as 0 feet.

- Skidding equipment (e.g., rubber-tired skidders and track-laying tractors) may not come within 50 feet of the start of the exclusion zone, and mechanical harvesting and shredding equipment (e.g., feller-bunchers and masticators) may not come within 15 feet from the start of the exclusion zone. In the example described above, where the obligate riparian vegetation extends 25 feet from the water's edge, mechanical harvesting equipment would remain 40 feet from the water's edge (25 feet to the start of exclusion zone + 15 foot exclusion zone) and skidding equipment would remain 75 feet from the water's edge (25 feet to the start of exclusion zone + 50 foot exclusion zone).
- Operation created debris would be removed from stream channels. No damage to streambanks from equipment would be allowed. All vegetation that is maintaining streambank stability would be retained. All obligate riparian shrubs and trees (i.e., willows, alders) would be retained.

#### Transition Zone

- The transition zone for skidding equipment is 50 feet wide and starts at the end of the exclusion zone (labeled as 50 to 100 feet in Figure 2).
- Where skidding equipment is operating, retain a minimum of 50% evenly distributed ground cover in the tracked area. Existing skid trails should be used except where unacceptable impact would result. Do not create new skid trails within 100 feet of a stream. The number of perennial and intermittent stream crossings should not exceed an average of 2 per mile.
- The transition zone for mechanized harvesting and shredding equipment is 85 feet wide and starts at the end of the exclusion zone (labeled as 15 to 100 feet in Figure 2).
- For the first 35 feet of the transition zone for mechanized harvesting equipment (labeled as 15 to 50 feet in Figure 1), operations may only be allowed when continuous ground cover can be retained in 90% of the tracked area, and where 90% of the total tracked area is rutted less than 4" deep. For the last 50 feet of the transition zone for mechanized harvesting equipment (labeled as 50 to 100 feet in Figure 2), retain a minimum of 50% evenly distributed ground cover in the tracked area.

#### **Operations in Ephemeral Stream RCAs:**

Ephemeral streams have running water only during or shortly after rainfall and/or snowmelt, and show evidence of annual channel scour.

#### Exclusion Zone

- The exclusion zone begins at the edge of the active channel where slopes rise uniformly or at the edge of the streambank, whichever is furthest from the stream.
- The exclusion zone for skidding equipment near ephemeral streams is 25 feet from the start of the exclusion zone. The exclusion zone for mechanical harvesters and shredding equipment is 15 feet from the start of the exclusion zone.

#### Transition Zone

- The transition zone for skidding equipment is 25 feet wide and starts at the end of the exclusion zone.
- The transition zone for mechanical harvesting equipment is 35 feet wide and starts at the end of the exclusion zone
- Within the transition zone for both skidding and mechanical harvesting equipment, retain a minimum of 50% evenly distributed soil cover in project-created tire or tracked vehicle footprints. The number of ephemeral stream crossings should not exceed an average of 3 per mile.

## H.20 MEADOW PROTECTION

Reasonable care shall be taken to avoid damage to the cover, soil, and water in meadows shown on Contract Area Map. Vehicular or skidding equipment shall not be used on meadows, except where roads, landings, and tractor roads are approved. Unless otherwise agreed, trees felled into meadows shall be removed by endlining. Resulting logging slash shall be removed where necessary to protect cover, soil, and water.

## H.21 WETLANDS PROTECTION

Wetlands requiring protection under Executive Order 11990 are shown on Contract Area Map. Vehicular or skidding equipment shall not be used in such wetlands, except where roads, landings, and tractor roads are approved by the Contracting Officer. Additional measures needed to protect such areas are provided elsewhere herein.

## H.22 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (FEB 2011)

- (a) General. This contract is subject to Federal Acquisition Regulations (FAR), Agriculture Acquisition Regulations (AGAR), and Forest Service Acquisition Reference (FSAR) that require past performance evaluations to be completed and entered into the Contractor Performance Assessment Reporting System (CPARS).
- (b) Contact Information. At the Prewrite Meeting, the name and email address of the Contractor Representative will be required.
- (c) Assessment. Upon completion of the work associated with the contract/delivery orders (final), or at the end of the year mark(s) if the contract exceeds one year (interim), an evaluation will be initiated by the Contracting Officer in the CPARS system and the Contractor Representative will receive an auto-email from CPARS with instructions for completion of the evaluation.

Contractors are encouraged to take training and register in this program. Information can be found at:

- **Contractor Overview (1.5 hours). View Schedule** - This training will give a new contractor an understanding of the Contractor Representative and Contractor Corporate Senior Management levels of access, the policies and regulations governing ACASS/CCASS and CPARS, and the electronic workflow with particular attention to the Contractor comment function.
- **Target Audience:** This session is specifically targeted to Contractor users who provide Past Performance Evaluation comments or who manage the ACASS/CCASS and CPARS process for their company.

**Online course:** [Contractor Performance Assessment Reporting System](#)

## H.23 AGAR 452.236-78 FIRE SUPPRESSION AND LIABILITY (MARCH 2016)

- (a) **Contractor's Responsibility for Fire Fighting.** The Contractor, under the provisions of FAR clause 52.236-9, Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements, shall immediately extinguish all fires on the work site other than those fires in use as a part of the work. The Contractor may be held liable for all damages and for all costs incurred by the Government for labor, subsistence, equipment, supplies, and transportation deemed necessary to control or suppress a fire set or caused by the Contractor or the Contractor's agents or employees subject to the following fire classifications:

(b) **Fire Suppression Costs.** The Contractor's obligations for cost of fire suppression vary according to three classifications of fires as follows:

(1) **Operations Fire.** An "operations fire" is a fire caused by the Contractor's operations other than a negligent fire. The Contractor agrees to reimburse Forest Service for such cost for each operations fire, subject to a maximum of the dollar amount of **\$10,400**. The cost of the Contractor's actions, supplies, and equipment on any such fire, or otherwise provided at the request of Forest Service, shall be credited toward such maximum. If the Contractor's actual cost exceeds the Contractor's obligation stated above, Forest Service shall reimburse the Contractor for the excess.

(2) **Negligent Fire.** A "negligent fire" is a fire caused by the negligence or fault of the Contractor's operations including, but not limited to, one caused by smoking by persons engaged in the Contractor's operations during the course of their employment, or during rest or lunch periods; or if the Contractor's failure to comply with requirements under this contract results in a fire starting, or permits a fire to spread. Damages and the cost of suppressing negligent fires shall be borne by the Contractor.

(3) **Other Fires on Contract Area.** Forest Service shall pay the Contractor, at firefighting rates common in the area or at prior agreed rates, for equipment or personnel furnished by the Contractor at the request of Forest Service, on any fire on contract area other than an operations fire or a negligent fire.

(c) **Contractor's Responsibility for Notification in Case of Fire.** The Contractor shall immediately notify the Government of any fires sighted on or in the vicinity of the work site, **See Fire Plan in Appendix D.**

(d) **Contractor's Responsibility for Responding to Emergencies.** When directed by the Contracting Officer, the Contractor shall temporarily redirect employees and equipment from the work site for emergency work (anticipated to be restricted to firefighting). This is considered to be within the general scope of the contract. An equitable adjustment for any such redirection of employees and equipment will be made under the CHANGES clause, FAR 52.243-4.

(e) **Performance by the Contractor.** Where the Contractor's employees, agents, contractors, subcontractors, or their employees or agents perform the Contractor's operations in connection with fire responsibilities, the Contractor's obligations shall be the same as if performance was by Contractor.

(f) **State Law.** The Contractor shall not be relieved by the terms of this contract of any liability to the United States for fire suppression costs recovered in an action based on State law, except for such costs resulting from operations fires. Amounts due to the Contractor for firefighting expenditures on operations fires shall not be withheld pending settlement of any such claim or action based on State law.

(End of Clause)

## H.24 URGENT REMOVAL EXTENSIONS

Requests for urgent removal contract extensions under 36 CFR 223.53 should be submitted to the Contracting Officer. The Contracting Officer *may*, in accordance with 36 CFR 223.53, grant a contract extension via bilateral modification to the contract. The terms of the extension will be determined on a case by case basis in accordance with 36 CFR 223.53 and other Forest Service guidance.

**PART II - CONTRACT CLAUSES  
SECTION I - CONTRACT CLAUSES**

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1988)**

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 address:

[FAR Clauses](#)  
[AGAR Clauses](#)

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

CONTRACT CLAUSES		
52.204-18	Commercial and Government Entity Code Maintenance	(JUL 2016)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	(DEC 2013)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES		
Clause Number	Title	Date
452.236-73	Archeological or Historic Sites	(FEB 1988)
452.236-74	Control of Erosion, Sedimentation and Pollution	(NOV 1996)
452.237-70	Loss, Damage, Destruction or Repair	(FEB 1988)
452.237-75	Restrictions Against Disclosure	(FEB 1988)

**Full Text Clauses: (Listed in numerical order by FAR/AGAR/FSAR clauses)**

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders- Commercial Items. (OCT 2018)**

- (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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
  - (3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
  - (4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 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 (SEPT 2006), 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 (OCT 2015) (41 U.S.C. 3509)).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUNE 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 & First-Tier Subcontract Awards (OCT 2016) (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 (OCT 2015) (31 U.S.C. 6101 note).
- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).
- (10) [Reserved]
- (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
  - (ii) Alternate I (NOV 2011) of 52.219-3
- (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
  - (ii) Alternate I (JAN 2011) of 52.219-4
- (13) [Reserved]
- (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
  - (ii) Alternate I (NOV 2011) of 52.219-6.
  - (iii) Alternate II (NOV 2011) of 52.219-6.
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
  - (ii) Alternate I (OCT 1995) of 52.219-7.
  - (iii) Alternate II (MAR 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).

- [ ] (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).
  - [ ](ii) Alternate I (OCT 2001) of 52.219-9.
  - [ ](iii) Alternate II (OCT 2001) of 52.219-9.
  - [ ](iv) Alternate III (OCT 2015) of 52.219-9.
- [ ] (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- [ ] (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (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 (NOV 2011) (15 U.S.C. 657 f).
- [X] (22) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2)).
- [ ] (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (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 (DEC 2015) (15 U.S.C. 637(m))
- [X] (25) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- [ ] (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).
- [X] (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- [X] (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- [ ] (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- [X] (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- [ ] (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- [ ] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496)
- [X] (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (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).
- [ ] (34) 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.)



- [ ] (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (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.)
- [ ] (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- [ ] (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- [ ] (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O. 13423 and 13514).
  - [ ] (ii) Alternate I (OCT 2015) of 52.223-13.
- [ ] (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (E.O. 13423 and 13514).
  - [ ] (ii) Alternate I (JUN 2014) of 52.223-14
- [ ] (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- [ ] (41)(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] (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513)
- [ ] (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- [ ] (44) 52.223-21, Foams (Jun 2016) (E.O. 13696).
- [ ] (45) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
  - [ ] (ii) Alternate I (Jan 2017) of 52.224-3.
- [ ] (46) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).
- [ ] (47)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 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 (MAY 2014) of 52.225-3.
  - [ ] (iii) Alternate II (MAY 2014) of 52.225-3.
  - [ ] (iii) Alternate III (MAY 2014) of 52.225-3.

- [ ] (48) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
  - [X] (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
  - [ ] (50) 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)
  - [ ] (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150)
  - [ ] (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150)
  - [ ] (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
  - [ ] (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
  - [X] (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (JUL 2013) (31 U.S.C. 3332).
  - [ ] (56) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
  - [ ] (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
  - [ ] (58) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C.552a).
  - [ ] (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(12)).
  - [ ] (60)(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.
- (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) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).
  - [X] (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
  - [X] (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C.chapter 67).

- [ ] (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C.chapter 67).
  - [ ] (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C.chapter 67).
  - [ ] (6) 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)
  - [ ] (7) 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).
  - [ ] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).
  - [ ] (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
  - [ ] (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).
  - [ ] (11) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).
- (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, 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 (Oct 2015) (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) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vi) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (x) 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.
- (xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xii) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (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 E.O. 13627).
- (xiii) 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.)
- (xiv) 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)
- (xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvii) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xviii) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).  
(B) Alternate I (Jan 2017) of 52.224-3.
- (xix) 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).

(xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxi) 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.

(End of clause)

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

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

Employee Class	Monetary Wage	Fringe Benefits
Heavy Equipment Operator WG-8	\$27.60/hr	*
Crew Leader GS-5	\$15.74/hr	*
Forestry Tech GS-5	\$15.74/hr	*
Laborer GS-3 or GS-4	\$12.53 or \$14.07/hr	*

**\*FRINGE BENEFITS:** Life, Accident and Health Insurance and Sick Leave Programs - 5.1 percent of basic hourly rate.

**\*Paid Holidays** - 10 per year: New Year's Day, Martin Luther King, Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day

**\*Vacation** - 13 days paid vacation per year up to 3 years of service, 20 days after 3 years of service, and 26 after 15 years of service. Retirement - 7 percent basic hourly rate.

(End of clause)

**FAR 52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2015)**

“United States” means the 50 states and the District of Columbia.

“Worker”—

(1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and—

(i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) *Executive Order Minimum Wage rate.*

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site) and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)

(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall

include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c)

(1) This clause applies to workers as defined in paragraph (a). As provided in that definition--

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to--

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to--

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) *Notice.* The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts), in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records.*

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;



(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access.* The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding.* The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes.* Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation.* The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance.* The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

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

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at BioPreferred Site.

(c) In the performance of this contract, the Contractor shall—

(1) Report to System for Award Management, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

(End of clause)

**FAR 52.223-17 Affirmative Procurement of EPA-designated items in Service and Construction Contracts (May 2008)**

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designated items is available at <http://www.epa.gov/cpg/products.htm>.

(End of clause)

**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS  
SECTION J - LIST OF ATTACHMENTS**

**J.1 List of Attachments**

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

1. Appendices

Appendix A - Contract Stewardship Service Items, 7 pages

Appendix B - Timber or other products Removal Project Terms and Specifications -- 14 pages

Appendix C – Road Maintenance – 14 pages

Fire Plan -- 8 pages

2. Map

3. NDR Service Contract Addendum

4. Wage Determination No:

<b>Number</b>	<b>Revision</b>	<b>Date</b>	<b>Pages</b>
WD 77-0727	56	07/10/2018	3

5. Crook Logging's emailed proposal dated 2/06/2019

**NOTE:** IN COMPLIANCE WITH THE PAPER REDUCTION ACT, FAR CLAUSES 52.212-3, 52.212-1 AND 52.212-2 AND ADDENDUMS ATTACHED THERETO, WHICH APPLY ONLY TO THE SOLICITATION PHASE, ARE NOT DUPLICATED AFTER CONTRACT AWARD. HOWEVER, THEY ARE INCORPORATED BY REFERENCE INTO THE RESULTING CONTRACT.