SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: 941571

PAGE 1 OF 2

2. CONTRACT NO.: 129JGP19C0017

3. AWARD/ EFFECTIVE DATE:

4. ORDER NUMBER:

5. SOLICITATION NUMBER:

6. SOLICITATION ISSUE DATE:

7. FOR SOLICITATION INFORMATION CALL: a. NAME: TRACY MARTINEZ

b. TELEPHONE NUMBER (No collect calls): (530)478-6823

8. OFFER DUE DATE/LOCAL TIME:

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
- [X] SET ASIDE: 100.00 % FOR:
- [X] 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 9A56

USDA MI WUK DIST RANGER
STANISLAUS NATL FOREST
PO BOX 100
MI WUK VILLAGE CA 95346

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 1100062773# FACILITY CODE

GE FORESTRY INC
ATTN ESTABAN GONZALES
5315 MCLOUGHLIN DRIVE
1100062773
CENTRAL POINT OR 97502-9446

TELEPHONE NO. 5418571106

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

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

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
	Award Item 1 HUD Mechanical Site Prep & Fuels Reduction. Total on contract $416,100. Delivery: 07/19/2019 Agency Code: FS00 Budget Yr Start: ZZ SHC: 0516NFXN7B18 BOC: 2540 Period of Performance: 04/15/2019 to 07/19/2019				
001	Item 1 HUD Mechanical Site Prep & Fuels Reduction Continued ... *(Use Reverse and/or Attach Additional Sheets as Necessary)*				416,100.00

25. ACCOUNTING AND APPROPRIATION DATA
FS00.ZZ.....0516NFXN7B18.2540...

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
$416,100.00

- [ ] 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.
- [X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED.

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

[ ] 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*: Esteban Gonzalez President

30c. DATE SIGNED: 3-8-19

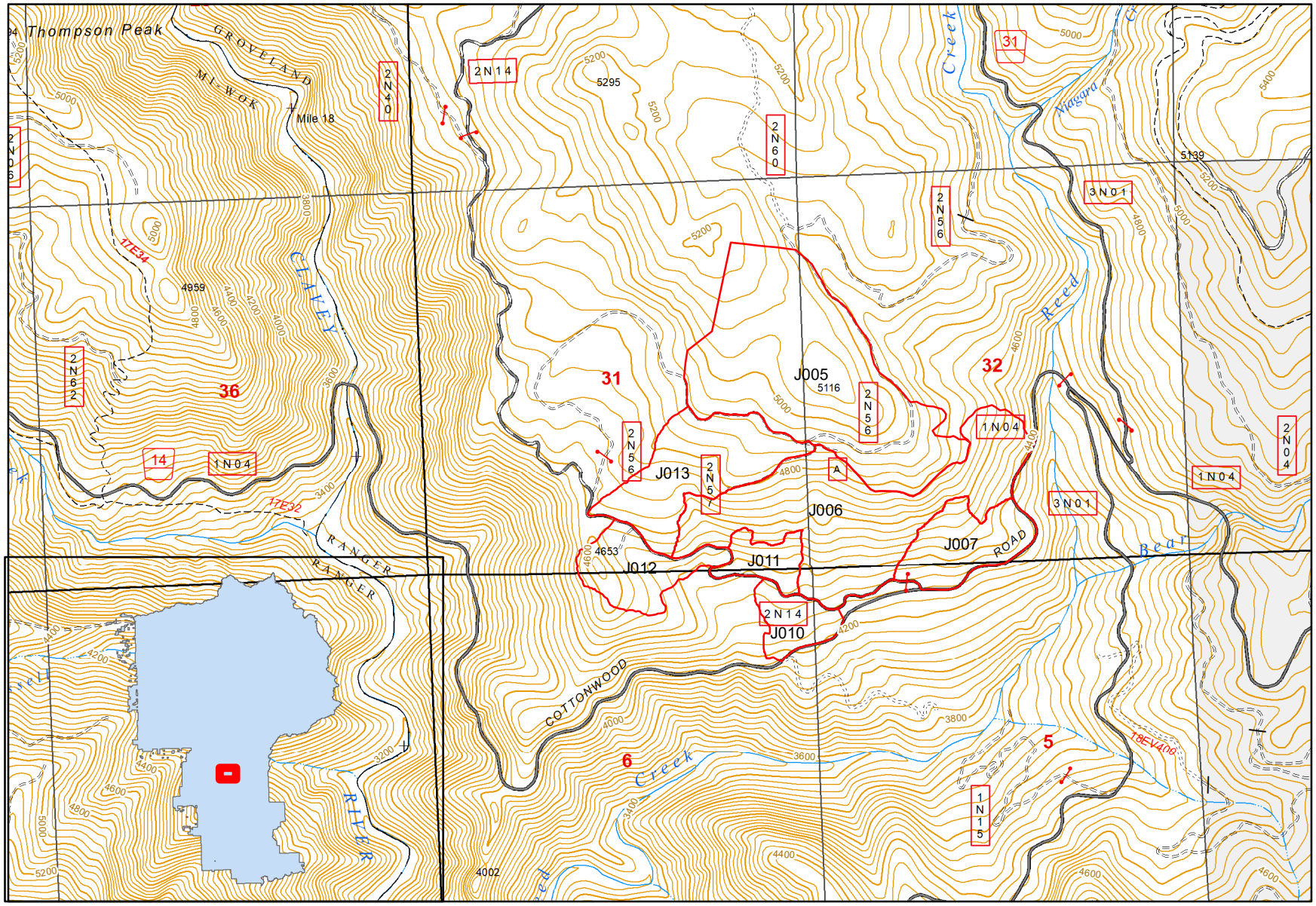
31b. NAME OF CONTRACTING OFFICER *(Type or print)*: ~~TRACY MARTINEZ~~ Blanche T. Martinez

31c. DATE SIGNED: 03/08/2019

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

FY19 HUD Fuels Reduction and SitePrep Item 1



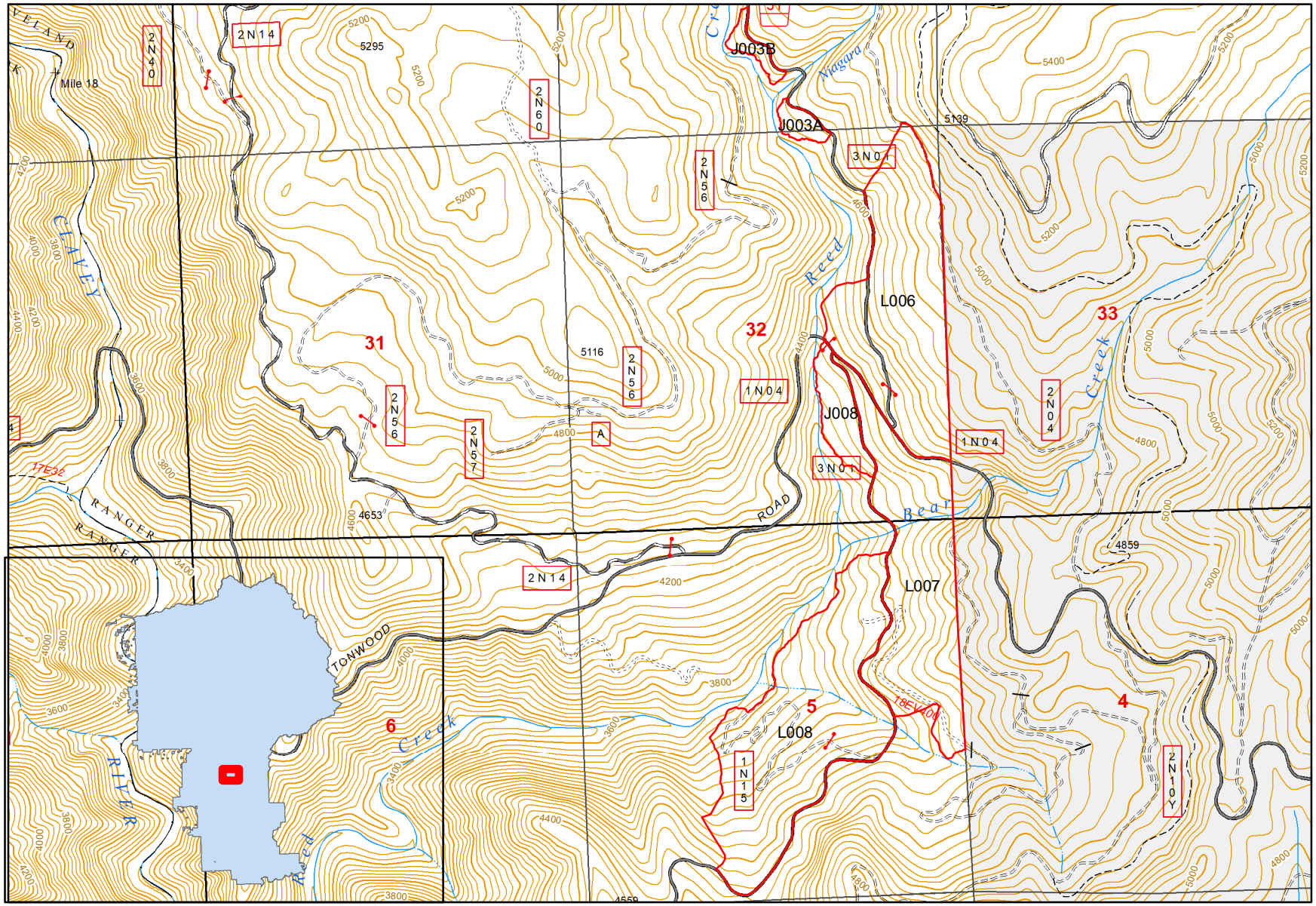
Legend

J005	156 Ac	J010	18 Ac	J013	60 Ac		
J006	122 Ac	J011	15 Ac				
J007	35 Ac	J012	32 Ac				

N W E S

0 0.175 0.35 0.7 1.05 Miles

FY19 HUD Fuels Reduction and SitePrep Item 2



N
W E
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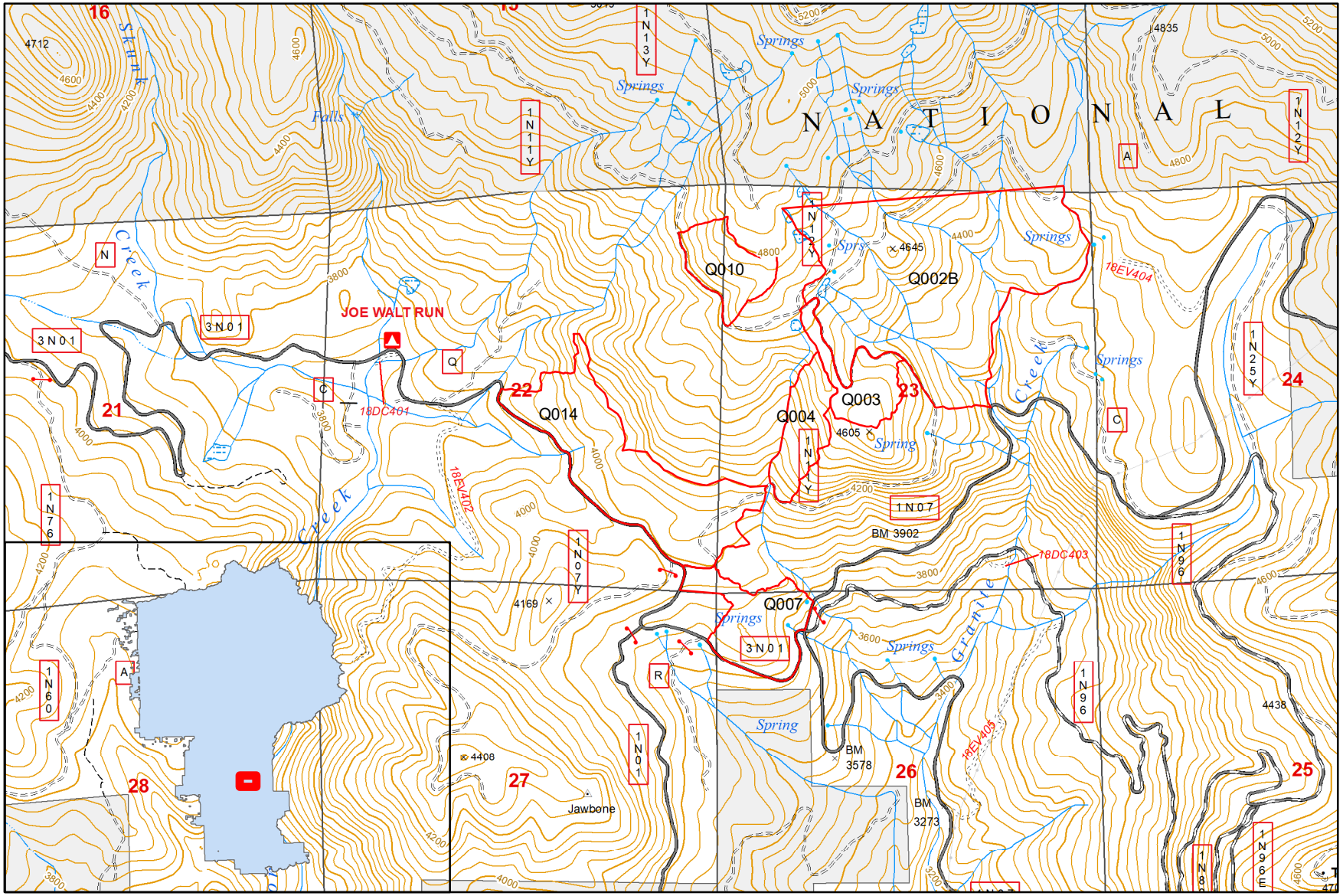
0 0.175 0.35 0.7 1.05 Miles

Legend

J003A	6 Ac	L006	111 Ac
J003B	5 Ac	L007	100 Ac
J008	22 Ac	L008	136 Ac

FY19 HUD Fuels Reduction and SitePrep Item 3



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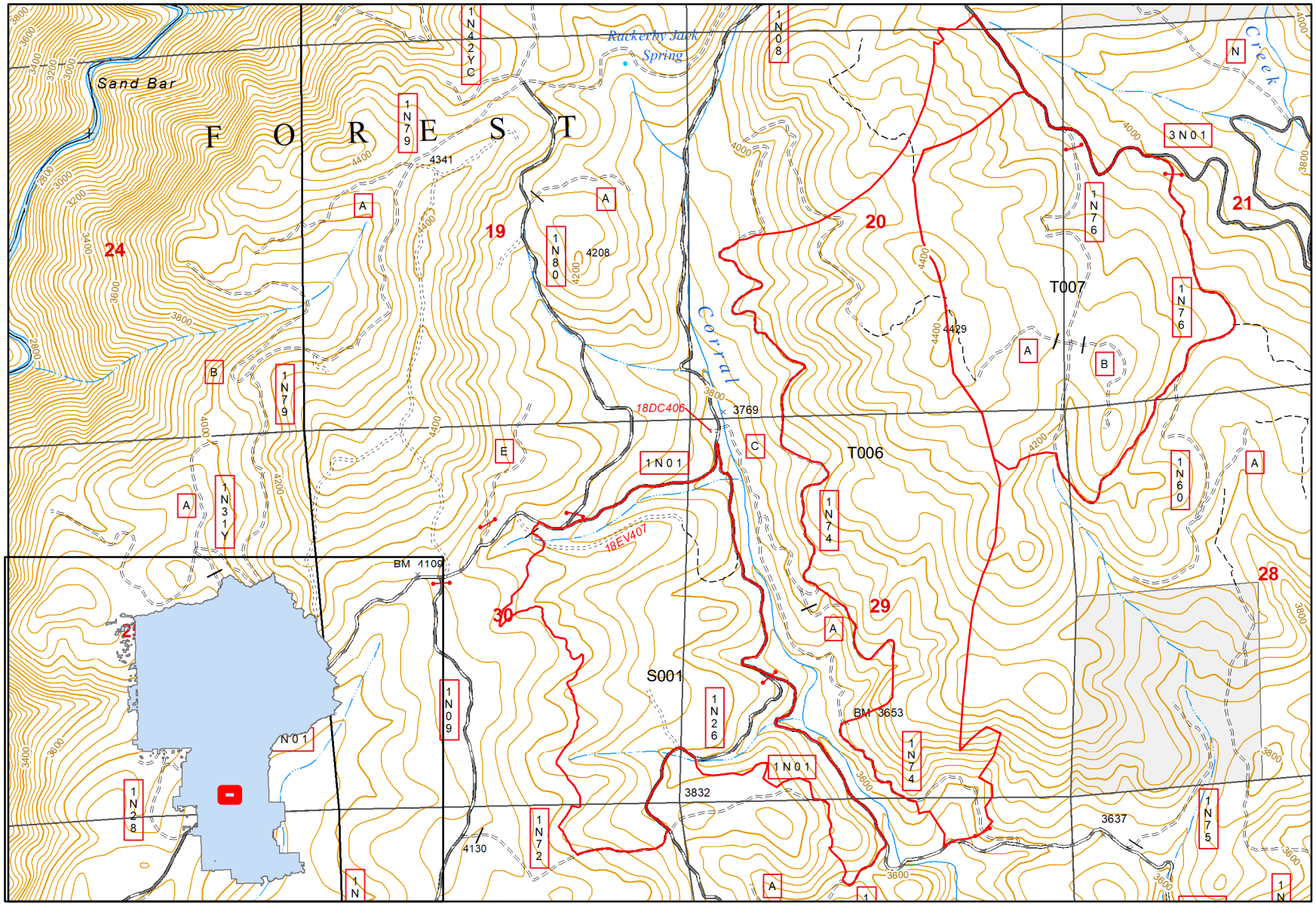
0 0.175 0.35 0.7 1.05 Miles

Legend

Q002B	217 Ac	Q007	43 Ac
Q003	26 Ac	Q010	23 Ac
Q004	22 Ac	Q014	104 Ac

FY19 HUD Fuels Reduction and SitePrep Item 4



N
W E
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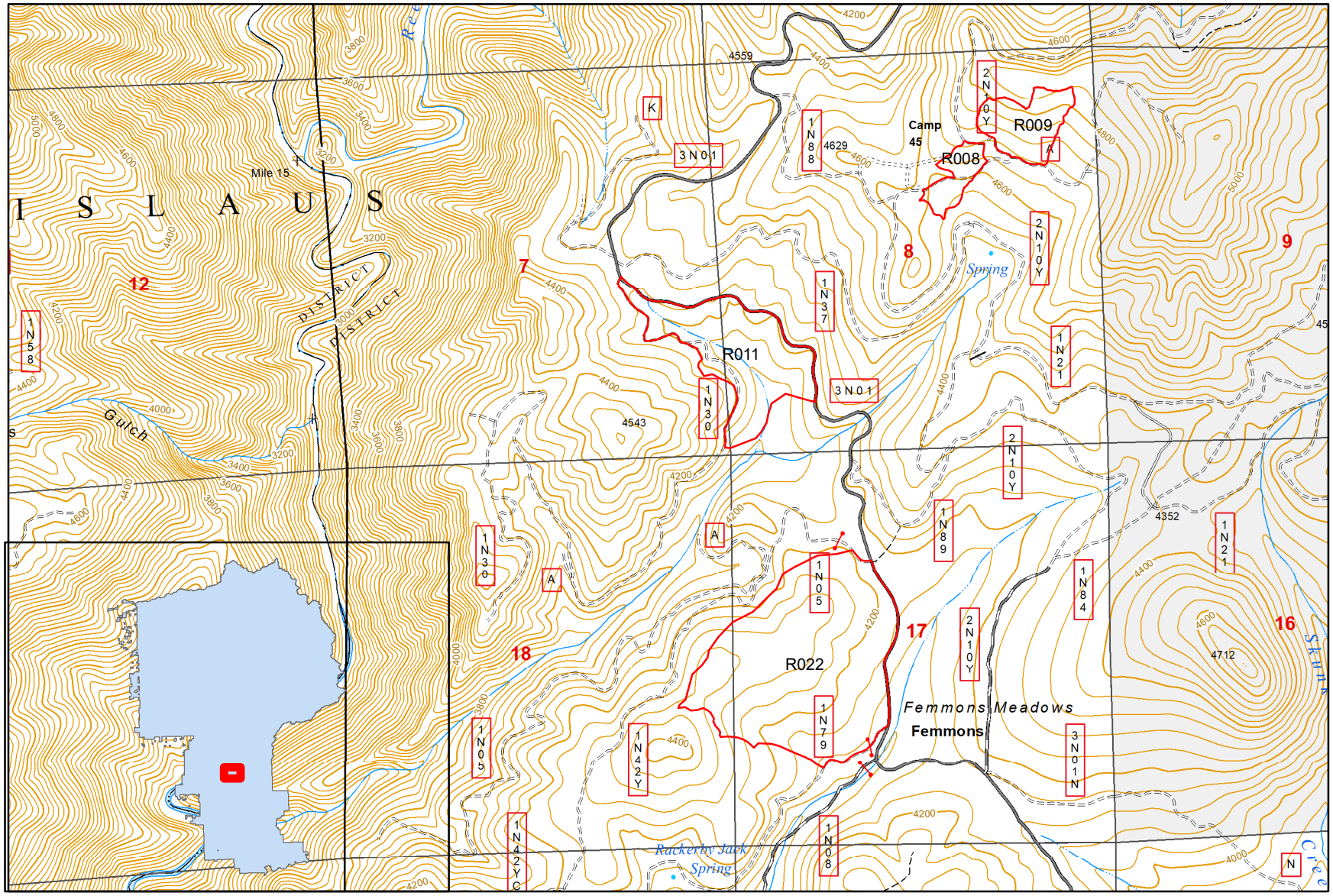
0 0.175 0.35 0.7 1.05 Miles

Legend

S001	383 Ac
T006	458 Ac
T007	342 Ac

2018 HUD Mechanical SitePrep Item 5 Part 1



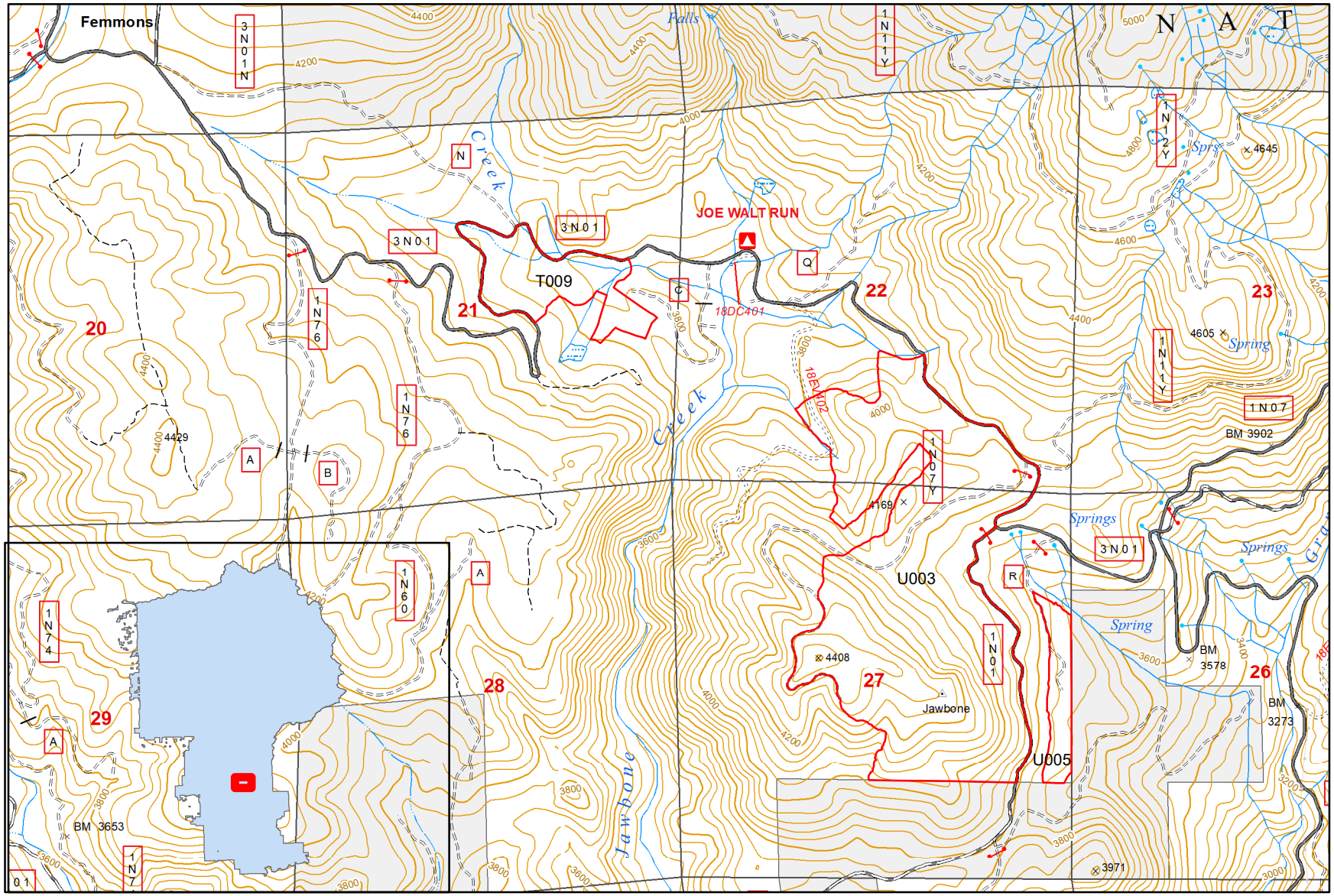
N
W E
S

0 0.175 0.35 0.7 1.05 Miles

Legend

R008	12 Ac	R011	54 Ac
R009	24 Ac	R022	131 Ac

FY19 HUD Fuels Reduction and Site Prep Item 5 Part 2



N
W E
S

0 0.175 0.35 0.7 1.05 Miles

Legend

T009	47 Ac
U003	356 Ac
U005	23 Ac

C. DESCRIPTION/ SPECIFICATIONS/ STATEMENT OF WORK

C.1 Scope of Work

Description of Work: The intent of this contract is to secure services for, site preparation, fuels reduction prior to planting, reduction of fuel loads and increase safety by mechanical equipment, hand treatment or a combination of both. Each unit may require multiple types of equipment and/ or treatments may be needed to achieve desired reduction of fuels including but not limited to dozer piling, grapple piling, mastication, feller buncher, hand felling, and hand pile. Slope, vegetation amounts, vegetation types and vegetation heights will be deciding factors. Unless direct treatment are listed by Contracting Officer, it will be the Contractors responsibility to determine which methods shall be used to meet treatment requirements for each unit.

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

C.2 Project Location & Description

Location: The project is located on the Stanislaus National Forest, Groveland Ranger District.

Description: Unit are located in the Rim Fire Area.

All mastication, grapple pile and feller buncher shall not exceed 45 percent slope gradient. Dozer Piles slope percent's shall not exceed 35 percent slope gradient.

Hand felling and pile construction may occur on all slope percentages. General unit areas are shown on the enclosed maps and marked on the ground. Unit boundaries are flagged in blue and yellow flagging tied together or solid yellow flagging.

Accessibility: Work site access instruction as given here is for information only. It shall be the responsibility of the Contractor to determine the most suitable route to the project area. The Government will not provide special maintenance nor snow plowing to open roads or keep roads open.

Exclusions (Non-Work Areas): Non-work areas will be identified by any of the following: Mapping, and or flagged with specified color. These are areas of natural regeneration, streamside protection zones, and areas with an excessive amount of rock or rock outcrops. No tractor intrusion, disturbance, damage shall be allowed in these areas.

C.3 Maps

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

Any prospective contractor desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing from the Contracting Officer soon

enough to allow a reply to reach all prospective contractors before the solicitation closing date. Oral explanations or instructions given before the award of a contract will not be binding.

C.4 Estimated Start Date & Contract Time

Estimated Start Date April 15, 2019

See also Section F

C.5 Restrictions on Work

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

1. In accordance with the fire plan, if included in Section J.
2. When the Contracting Officer (or designated representative) determines that adverse weather has made access too dangerous or that continued vehicular travel would cause unacceptable road damage.
3. Hours of Operation: Contractor shall limit treatment operations within ¼ mile of residences and campgrounds to weekdays and non-holidays only, between the hours of 7:00 a.m. and 6:00 p.m.
4. Limited Operating Period (LOP) - No activity will be allowed during the following LOPs: Great Grey owl and Goshawk PAC comply with LOP's unless surveys confirm that nesting is not occurring:
   a) Goshawk- February 15 thru September 15.
   b) Great Grey Owl- March 1- August 15 within .25 miles of the activity center.
   c) Spotted Owl- March 1- August 15 within .25 miles of the activity center.
   d) California Red Legged Frog (CRLF)- Prohibited within 1 mile of area identified as suitable CRLF breeding habitat during the wet season (first rain fall event depositing more than .25 inches of rain on or after October 15 thru April 15).
   e) Within 300 feet of occupied Western Pond Turtle (WPT) habitat, May 15 thru July 15.

Note. A waiver will be submitted to lift LOPS. Once survey is completed by biologists a notification of waiver will be provided**.**

C.6 Licenses and Insurance

The contractor shall obtain the insurance and licenses listed here.
MSPA Card (Form WH510): This contract requires the contractor to be registered with the US Department of Labor as a Farm Labor Contractor. The Contractor shall provide a current Form WH510 or legible copy and Workforce Certification (see Section H).
Workman's Comp for non MSPA H2B employees.

C.7 Camping and Housing

Camping is not permitted in US Forest Service campgrounds. Contractor **will** be permitted to camp elsewhere on US Forest Service land. Camping on Forest Service land is not a right;

permission may be revoked for failure to comply with the terms of the permit. (See also Section H, Camping Permit Compliance)

C.8 Technical Requirements

C.8-1 Definitions

Definitions:

Brush – Live scrub vegetation, though some may be over 20 feet tall or woody plants such as *Arctostaphylos* species i.e. (manzanita), *Ceanothus* species i.e. (deer brush) and various other species. This does not include small conifers.

Brush skeletons - Large dead woody brush skeletons over 2 feet high.

Chips - The woody residue resulting from the mechanical shredding/chipping activity. Residue size is usually less than 2 inches, but occasionally is up 2 feet in length.

Chip size for mastication.

FINE TREATMENT

75% <=6 inches (15.2 cm) in length
20% >6 inches (15.2 cm) and <2 feet (.6 m) in length
5% 2 feet (.6 m) through 6 feet (1.8 m) in length
With accumulations not exceeding 12 inches (45.7 cm) in depth

Conifer - A cone-bearing tree with needles or leaf scales. Examples: pine, fir, cedar.

Controlled Area -Area within contract boundaries determined to be sensitive and designated to be protected from all Contractor operations.

Cross-Raked - Removal of mounds and gullies caused by tractors slash piling in order to prevent erosion of topsoil. Usually performed crossing from side to side of the unit, contour to the slope.

Crown - The part of the tree comprised of the branches, twigs and foliage which carry on the majority of the photosynthesis. Live crown ratio is the percent of tree crown that supports live foliage effectively contributing to tree growth.

Crown Class-Crown - Class is the description of the relative position of the tree crown with respect to competing vegetation surrounding trees.

1. Dominant- Tree crown receive full light from above and partly from the sides, Crowns extend above the general level of the crown cover of others of the stratum by 30% or greater.
2. Co Dominant- Tree crowns receive full light from above but comparatively little form the sides. Crowns form a general level of crown stratum.
3. Intermediate- tree crowns occupy a definitely subordinate position and are subject to strong lateral competition for crowns of dominants and co dominants.
4. Suppressed- Tree crowns receive no direct light from above or from the side and are entirely below the general level of dominant and co dominants.

DBH - Diameter at breast height; the diameter of a tree measured at a point 4.5 feet above the ground on the uphill side of the tree. Typically measured in 2 inches intervals, for example an 8 inches DBH tree includes trees with a DBH from 7 inches to 9 inches.

Damage Trees (Created) - Any damage created by work under this contract. Includes the stripping or removing of branches and debarking the bole of a crop tree in excess of ¼ of the circumference.
Damage Trees (Existing) - Includes any defect or deformity of a tree resulting from agents such as wind, snow, animals, insects, disease, and equipment. Indicators include dead or broken tops or branches, or debarking extending more than ¼ or the circumference of the tree.
Downed log - all or part of the trunk of a felled tree greater than 12 inches in diameter at the midpoint and at least 20 feet long. Includes logs in all of the various stages of decomposition.
Duff - The layer of decomposing organic matter on top of the forest soil and composed primarily of conifer needles, leaves and small twigs.
Ground Cover - Living or dead vegetation. Usually consists of a composition of cast needles, fine sticks or twigs, live plants, and slash under 4 inches (10 cm) in diameter large end.
Hardwood - A tree with broad, flat leaves including but not limited to oak, maple, willow, alder, cottonwood or dogwood.

1. Large Oak- A tree with a DBH of >12 inches (30.5 cm).
2. Medium Oak- A tree with a DBH between 4 inches (10.2 cm) and 12 inches (30.5 cm).
3. Small Oak- A tree with a DBH < 4 inches (10.2 cm).

A. Horizontal Plane – Acreage measured as though the terrain were level, with no adjustment for changes in slope.

Home Range Core Area (HRCA) - Area of best available spotted owl habitat, and is in the closet proximity to owl protected activity centers where most foraging activity occurs.
Landscape Design- The design of a large area composed of interacting ecosystems that are repeated due to factors such as geology, soils, climate and human impacts.
Old Forest Emphasis Area (OFEA) - Area promoting old forest characteristics.
Open Canopy Mosaic (OCM) - Areas that are established or maintained in a sparser tree cover which includes individual trees and trees located in clusters.
Old Forest Mosaic (OFM)-Areas that are established or maintained in a denser tree cover which includes individual trees and trees located in clusters.
Limited Operating Period (LOP) - A specified period of time during which certain activities are prohibited.
Mastication – The physical process of cutting, shredding and/or chipping vegetation.
Mineral Soil - State of soil, generally below where humus and large organic matter is not present; absence of combustible material.
Non-work Areas - Within unit boundaries, non-work areas may include but not limited to: Heritage Resource sites, sensitive plant sites, wildlife areas, wet areas, rocky areas, slopes exceeding 45 percent, and other special areas that shall not be treated.
RCA's –Riparian Conservation Zone is the interface between land and a river or stream.
Residual tree or leave tree - Tree(s) to be left standing and undamaged that comprise the stand following the Contractor's operations.

Riparian vegetation - Plant species typically associated with and found in wet drainages. They include, but are not limited to alder, willow, cottonwood, or maple in the over-story and sedges and rushes underneath.
Road Prism – The area between the outside edges of the fillslope and the cutslope.
SAF- Special Aquatic Feature (lakes, meadows, bogs, fens, wetlands, vernal pools, and spring.
Screening - Can be composed of naturally standing live plant materials. The preferred screen dimensions along all dirt roads and Ferretti road are 7 feet or longer and the width of the plant and at least 3 feet tall.
Shred/Cut/Chip - The physical process of cutting, shredding and/or chipping vegetation using a cutter head powered by hydraulic or mechanical means.

Slash - Debris consisting of portions of brush and/or trees created by work under this contract or debris created prior to this contract including all brush and cut trees, tops, trunks, and branches. Material with diameters of 3 inches and larger, and over 1 foot in length.
Standing Dead – Dead trees still standing with a 3 inch DBH though 16 inches DBH.
Snag - A standing dead tree greater than 16 inches DBH and at least 20 feet tall.
Save Tree - Any single or combination of definitions listed below:

1. Any live trees with a DBH of 4 inches (10 cm) or greater will be retained as a save tree.
2. A conifer with a live crown that is not fading to orange because of insect attack.
3. A conifer marked or designated as a leave tree, usually with "Yellow" paint.

Note: 1. Any trees less than 4 inches DBH that are damaged by the operator shall not be saved and shall be piled.

Windrow- A long line of piled slash or debris resulting from forest or scrub clearing.

C.8-2 Specifications

GENERAL

Units may require a combination of treatments to accomplish tree thinning, site preparation and fuels reduction needs.
All snags 3 inches DBH thru 29.9 inches DBH, live brush, brush skeletons, dead and down slash within the treatment area shall be treated, exceptions required leave trees either marked or by description, designated snags, down logs, road side screening, riparian vegetation, brush growing so close to adjacent leave trees generally 6 inches (15.2 cm) or closer to residual tree. Standing treatment material shall be severed from the main stems so no more than 6 inches (15.2 cm) above the ground for hand felling, 3 inches (7.6 cm) for mastication and feller buncher on level surfaces and no more than 8 inches (20.32 cm) from any natural obstacles such as rock, downed logs, or leave trees. Slash heights for trees and woody slash shall not exceed 12 inches (30.5 cm) measured from the ground level. Severed treetops are considered slash under this clause. All windrow slash shall be treated. Brush, small dead trees and slash shall not be pushed into leave trees and left untreated.

A. DOZER PILING:

Slope limits from 0%-35%.

1) A brush rake shall be suspended near ground level (approximately 6 inches above ground level) to prevent soil and duff from being piled.
2) Dozer piling Brush Rake: Heavy duty brush rake with teeth minimum of 12 inches (30 cm) long; spacing between teeth, 6 inches (15 cm) minimum, 22 inches (56 cm) maximum.
3) Dozers must be equipped with a hydraulic blade.

B. GRAPPLE PILING:

Slope limits from 0%-45%. A maximum ground pressure of 8 pound per square inch (PSI).

C. FELLER BUNCHER:

Slope limits from 0%-45%. A maximum ground pressure of 8 pound per square inch (PSI).

D. MASTICATION:

Slope Limits from 0% -45%. A maximum ground pressure of 8 pound per square inch (PSI). A boom maybe required to achieve vegetation treatments.

1) The mechanical process of cutting, shredding and/or chipping vegetation, using a power cutter head, into residue pieces (6) inches (15.2 cm) in size, but commonly up to four (4) feet (1.2 m)in length. No piece size 2 feet (.6 m) in length or longer shall have a diameter exceeding three (3) inches (7.6 cm) in thickness. No individual pieces of slash or vegetative debris shall be greater than 6 feet (1.8m) in length.

2) Where this treatment is performed, trees shall be masticated and if needed scattered. Resulting residue pieces shall meet the following specifications dependent upon stated level required:

FINE TREATMENT
75% <=6 inches (15.2 cm) in length.
20% >6 inches (15.2 cm) and <2 feet (.6 m) in length.
5% 2 feet (.6 m) through 6 feet (1.8 m) in length.
With accumulations not exceeding 12 inches (45.7 cm) in depth.

E. COMMON TO ALL PILES:

All felled snags, dead brush skeletons, down woody and live vegetation material shall be piled unless mastication is the treatment.

Piles shall be neat, compact and sufficiently free of dirt (less than 10 % soil material).If piles do not meet this requirement they will need to be re-spread and rebuilt. Pile slash, felled trees, snags, vegetation and down woody material to the following standards:

1. Piles constructed by hand a minimum height of 5 feet and between 8 to 30 feet in diameter. Piles constructed by mechanical equipment piles minimum height of 10 feet and a diameter not to exceed 70 feet.
2. All downed material shall be bucked into 10 foot lengths to produce a tight pile with minimal airspace. No piled material shall protrude more than 3 feet outside main pile diameter.

3. Piles shall be located to minimize damage to residual trees (at least 25 feet from the dripline) and other retained features (snags, live brush, down logs) to avoid ignition during burning operations. No piles shall be located within 25 feet of ephemeral stream channels, nor within 40 feet of perennial or intermittent streams. Piles will be built in a vertical- conical arrangement, NOT in a flat/stacked manner.

4. Piling shall be accomplished with minimal disturbance to top soil and effective ground cover (See Definitions). Retain 50% effective ground cover on slopes less than 25% and 60% cover on steeper slopes and within RCA's. Minimize turning of tracked equipment within 150 feet of intermittent or ephemeral streams and riparian areas, and within 300 feet of perennial streams. (Refer to maps in Section J for stream designations.)

5. An eight foot fuel break shall be cleared of all but fine material around each pile and an 18 inch wide fire line shall be cleared to mineral soil around the outer ring of the fuel break. In areas where there is a potential for burning material to roll, fire lines shall be trenched on the downhill side of each pile to adequately prevent material from crossing fire lines; In addition to trenching, material shall be piled perpendicular to the slope to prevent it from rolling.

6. All piles shall be covered on the top with a minimum of a 4 foot by 4 foot piece of Kraft paper or polyethylene sheeting 4 mil thick and covered with enough slash so as the paper does not fly away. The purpose of this is to maintain a dry area in the pile to ease ignition operation in the future.

F. COMMON TO ALL TREATMENTS:

1) All snags 3 inches DBH thru 29.9 inches DBH shall be felled, piled or masticated excluding specifications within RCA's and required retained snags. Snags to be cut may be pushed over for reasons of safety, or when disturbance to soil from such action will be minimal.

2) Contactor shall remove whole trees from RCA's, SFA's perennial, intermittent and ephemeral drainages given exclusion zone limitations. Trees that cannot be removed in their entirety shall be lopped off at start of the exclusion zone and that material placed into piles. All remaining parts of trees left in exclusion zone shall have branches lopped off at the bole and branches piled. Within exclusion zone Contractor shall hand pile all felled material 12 inches DBH and less with a length of 6 feet (1.8 m) or greater. Contractor shall follow all specifications on pile construction and placement. Additional exclusion distances may be designated by the Contracting Officer (Refer to data table in Section J for RCA's and SFA's).

3) All brush 12 inches and greater in height within the designated units shall be treated, except brush in non-work areas, brush used for roadside screening, riparian vegetation, brush growing so close to adjacent leave trees that attempted brush removal would cause damage to the residual tree (generally 6 inches (15.2 cm) or closer to residual tree). *Units Q009, T006, U003 live brush and dead brush skeletons on slopes greater than 45% slope no treatment is required.*

4) Brush, dead trees and slash shall not be pushed into leave trees and left untreated. Brush shall be treated prior to tree processing in any given area. Tree slash lying on top of untreated brush will result in failure to pass inspection.

5) Retain 5 of the largest down logs per acre. Use logs greater or equal to 12 inches diameter and at least 20 feet (6.0 m) long and shall be left in an undisturbed state to the greatest extent practical and shall not be bucked. Retained down logs should be greater than 100 feet (30.4 m) from roadsides.

6) Contractor shall retain up to 6 hardwood snags greater than 15 inches DBH per acre. In areas not located in HRCA or OFEA retain the largest conifer snags available at a rate of 4 per acre. Snag retention in HRCA and OFEA start at the largest diameter snags and working down, with a minimum of four and a maximum of 6 snags per acre. Snags with orange paint are to be retained and counted first. Contracting Officer may designate greater/less snag retention on a per unit basis. (Refer to maps is Section J for locations of HRCA's and OFEA's).

7) Protection of the residual trees shall be the highest priority in all operations. Excessive residual stand damage may result in contract shut down and/or default. No more than four (4) damaged trees per acre will be permitted. If in the opinion of the Contracting Officer damage is excessive, the Contractor shall be required to alter his operations to prevent the occurrence of such damage. If more than four (4) damaged trees per acre exist a cost of $50.00 per tree will be charged.

8) Noxious weeds, such as yellow star thistle are known to exist within the project area. Known concentrations outside unit boundaries shall be avoided. Contractor shall not use these areas for access with service vehicles, take their equipment through these areas or in any way disturb these sites. 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. Clothing, particularly footwear should be free of soil, mud (wet or dry), seeds, vegetative matter, or other debris that could contain seeds. (Refer to maps in Section J for known locations of noxious weeds).

9) Soil displacement shall be minimized by working the equipment in as straight a line as possible, parallel slopes, given the known limitations of residual trees and terrain. Rutting depth shall not exceed 4 inches over 90% of the area. Rutting depth is measured from the top of the undisturbed litter/duff layer to the top of the duff in the rut ("duff-to duff"). Soils in the operating area must be dry enough to prevent rutting by a single pass of the equipment.

10) All drainages within unit boundaries except those designated as exclusion in the data table or on the maps shall have brush treated completely (no buffer zone) with no damage

to riparian vegetation. Low ground pressure equipment (grapple pile/mastication/feller buncher) treads shall stay 15 feet outside of stream channel slope break, and on stable, dry soils as far from stream channel as possible, while still accomplishing contract objectives. Exclude dozer operations within 50 feet from the start of the exclusion zone for all perennial and intermittent and SAF's and 25 feet from the start of the exclusion zone for all ephemerals. (Refer to attachment in Section J: Mechanized Equipment operations in Riparian Conservation Areas (RCA's)). Contractor's equipment shall not cross meadows, "wet" stream channels, or other non-work areas, except by prior, written agreement with Contracting Officer.

11) The contractor shall provide for public safety when operating equipment within 200 feet of structures and open roadways. The Contractor shall be responsible for obtaining and following all safety procedures policies, laws and regulations required by the state, county, and private roadways for the safe operation of equipment necessary to complete the contract.

12) The contractor shall remove all material or debris resulting from contract operations that is distributed outside of treatment unit or on Lava caps, steams, roads, structures, private property, protected sites, improvements, telephone lines, established trails, stock driveways, fence lines, established land comers or other improvements. Any trees falling on or into such areas as described shall be removed if possible, and any resulting damage shall be immediately reported to the Contracting Officer.

13) The Contractors equipment shall not travel over the same tracks, except where designated by the C.O. for access and service routes. Erosion work shall be required and kept current with contract work progress for unit or partial unit acceptance.

14) The Contractor shall be responsible for contacting all utility companies to determine the location of under and above ground utilities. The contractor shall protect or avoid these utilities during all operations of this contract.

15) Waterbars in skidtrails, fire lines, and roads disturbed by the Contractor shall be restored to condition prior to damage at the Contractors' expense.

16) Equipment shall be kept free of debris accumulations that may result in fire starts.

17) 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 which provide the forest user with adequate warning of hazardous or potentially hazardous conditions associated with Contractor's Operations. A specific traffic control plan for each individual contract work area shall be agreed to by Contractor and Contracting Officer prior to commencing operations. Devices shall be appropriate to current conditions and shall be covered or removed when not needed. Except as otherwise agreed, flaggers and devices shall be as specified in the "Manual

on Uniform Traffic Control Devices for Streets and Highway" (MUTCD), and as shown on the Contract Map.

18) All units shall be worked in a systematic method that will be addressed in the Project proposal under "Work Methods.

19) Protection of Land Survey Monuments: The Contractor shall protect all known survey monuments, witness corners, reference monuments and bearing trees against avoidable destruction, obliteration or damage during the Contractor's operations. Known corners are identified on the contract maps by black diamonds. It is the Contractor's responsibility to locate and protect them during operations.

20)If the Contractor causes such damage, the Contractor shall hire the appropriate registered land surveyor to establish or restore at the same location the monuments, corners or accessories. Such surveyors shall use procedures in accordance with the "Bureau of Land Management Instructions for the Survey of the Public Lands of the United States" for the General Land Office surveys, land in accordance with the state law for other. Contractor shall record such survey in the appropriate county records.

21) Survey of the Public Lands of the United States" for the General Land Office surveys, and in accordance with the State law for others. The Contractor shall record such survey in the appropriate county records.

22) Protection of Improvements: Contractor shall protect improvements from damage and shall be responsible for their timely restoration if damaged by Contractor's Operations. Improvements include but not limited to water tanks, fences, gates, pipelines, culverts, helispots, existing roads, underground cables, and all private property.

23) Bulldozers shall not be walked between units on paved or chip-sealed roads. The walking of equipment between units shall be worked out with the Contracting Officer, to avoid the possibility of Control Area or resource damage.

24) Exit and entry of units will be confined to within unit boundaries unless otherwise stated by the Contracting Officer. Entry and exit points to the unit will be chosen in a manner as to reduce resource damage and soil erosion.

25) Prevention of Oil Spills: If Contractor maintains storage facilities for oil or oil products on Project Area, Contractor shall take appropriate preventative measures to insure that any spill of such oil or oil products does not enter any stream or other waters.

26) If the total oil or oil storage exceeds 1320 gallons (4996 liters), or if any single container exceeds a capacity of 660 gallons (2498 liters), Contractor shall prepare a Spill

Prevention Control and Countermeasures (SPCC) Plan. Such plan shall meet applicable EPA requirements (40 CFR 112) including certification by a registered professional engineer.

27) Protection of Cultural Resources: Location of known historic or prehistoric sites, buildings, objects, and properties related to American history, architecture, archaeology and culture, such as settler or Indian artifacts, protected by American Antiquities Act of 1906 (16 U.S.C. 431433), National Historic Preservation Act of 1966 (16 U.S.C. 470), and implementing regulations (36 CFR 800), the American Indian Religious Freedom Act, and the Archaeological Resources Protection Act of 1979 (PL 96-95 and 36 CFR 261.9(e)) will be identified on the ground by the Forest Service. The Forest Service may unilaterally modify or cancel all or portions of this contract to protect an area, object of antiquity, artifact, or similar object which is or may be entitled to protection under these Acts regardless of when the area, object or artifact is discovered or identified. Discovery of such areas or objects by either party shall be promptly reported to the other party.

28) The Contractor shall protect Controlled Areas (CA) by AVOIDANCE, unless treatment of site is directed by Contracting Officer and a cultural resource specialist is present. Contractor shall protect all known and identified or discovered historic or prehistoric sites, buildings, objects, and properties related to American history, architecture, archaeology and culture against destruction, obliteration, removal or damage during the Contractor's operations. The Contractor shall immediately halt and notify the Forest Service if damage occurs to any cultural resources and immediately halt operations in the vicinity of the resource where damage occurred until the Forest Service authorizes the Contractor to proceed. If such damage is negligently or willfully caused by the Contractor's operations, the Contractor shall bear costs of investigation and restoration in accordance with 36 CFR 296.14(c), provided that such payment shall not relieve the Contractor from civil or criminal remedies otherwise provided by law.

29) Wheeled or track-laying equipment shall not be operated within such areas except on roads, landings, tractor roads, or skid trails approved by the Contracting Officer. The Contractor may be required to restore disturbed areas where incursion has been approved by the Contracting Officer.

30) Track-laying equipment shall not be operated through cultural resource sites on Forest Roads. Unless otherwise approved by District Archeologist.

31) All known Controlled Areas are either identified on the project map and/or on the ground with flagging. The sites may be reflagged immediately prior to operations. See Table 1 for Control Area locations in units.

32) Protection of Research Plots/Sites. Known research plots and sites are located within and adjacent to treatment units. All research plots are identified on the ground with

flagging. Contractor shall avoid entering or damaging any research plot or site. If Contractor does damage a plot or site they are to immediately report trespass to the Contracting Officer. (Refer to maps in Section J).

33) Protection of Sensitive Plant Populations: Known populations of sensitive plants occur within or adjacent to the designated units. Unless otherwise agreed, no Contractor Operations are permitted within CA-6 (Clarkia spp.) areas during the growing season (from appx Dec 1- July 15). 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.

34) Control of Dust near Sensitive Areas: The Contracting Officer may require the Contractor to cease operations when the wind speed is such that dust from operations will blow into sensitive areas. Sensitive areas are those occupied by the public including developed campgrounds and residences. Periods of shut down will not count against the Contractor's time.

35) Road Maintenance: Contractor maybe required to furnish equipment to abate dust on roads with water, this treatment may require multiply applications daily. Water source location shall be determined by Contracting Officer. Contracting Officer shall determine if dust abatement is necessary.

36) The Contractor shall remove all trash from the work site.

C.8-3 Contractor-Furnished Equipment

Contractor shall be required to have a Global Positioning System (GPS) and a mobile electronic device with GPS capabilities (i.e. smart phone, tablets) with a program capable of reading a .pdf map for each piece of equipment and/or crew. A good program example is Avenza. Devices using GPS must have sub-meter accuracy and be capable of accepting/uploading shapefiles or track logs compatible with ARCGIS 10.3 or newer.
Kraft paper or polyethylene sheeting 4 mil thick.

C.8-4 Government-Furnished Equipment

Maps, Electronic shapefiles or track logs for uploading in GPS or mobile electronic device (smart phone, tablets).

SECTION E - INSPECTION AND ACCEPTANCE

E. INSEPCTION AND ACCEPTANCE

E.1 Contract Inspection Requirements (FAR 52.246.01) (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

E.2 Inspection of Services Fixed Price (FAR 42.246.04) (FEB 1992)

a. Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

b. The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

c. The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

d. If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties.

e. If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

f. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government

may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

E.3 Informal Inspections

The Contracting Officer and/or his/her appointed representative may visit the work units to observe the Contractor's work and progress. Acceptance of the unit may be based on informal inspections.

E.4 Compliance with Inspections

If, during the performance of the contract, the Contracting Officer determines that work performance fails to comply with a specification or specifications, the Contracting Officer may issue a work order to the Contractor. The Contractor shall immediately correct performance to comply with the work order and the referenced specifications and shall rework as necessary all area worked that does not comply with the referenced specifications. Failure to correct unsatisfactory conditions may be considered non-compliance with the terms of the contract and may be grounds for contract termination.

E.5 Quality Control Plan

a. 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 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 each sub-item listed in each task order.

b. The general Quality Control Plan must demonstrate how the Contractor will assure quality meets the requirements and specifications of the contract. The Plan shall describe how quality will be monitored to assure the performance standards are met, the supervision of crew and work, and personnel that will be performing the quality control. Quality control shall include monitoring quality while work is in progress, residiual tree care and other associated tasks, an unbiased sample of

1) Residiual tree care
2) Felling and stump height
3) Snag retention
4) Piling quality
5) Brush treatment
6) Road maintenance
7) Control area

c. 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.6 Plot Inspections

Where the unit of measure is per acre, the Contractor shall maintain a plot system that provides an unbiased sample of …
The plot system shall be consistent with method of work. The Contractor shall sample at least 1-percent of the unit, with a minimum of 5 plots per 10 acres unit.

a) Plots shall be marked and identifiable on the ground, this includes plot numbers and visible flagging.
b) The Contractor shall provide inspection sheets and a sketch map of the unit with plot locations to the Government. Inspection sheets shall be signed and dated by the person who conducted the inspection and shall certify that the inspection records are complete and accurate.

E.6 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 Harvest and Fuel Reduction – Within cutting units, all trees designated for cutting are cut and removed to designated landings for removal or to disposal sites. No un-designated trees are cut or removed.

a) Residual Trees: No more than 2% (cumulative) of the residual leave trees are damaged by the contractors operations.

b) Felling: 90% of material is felled, 90% of cut stumps are within the specified stump height, and 90% of slope indicated in B.2 (Schedule of Items) are felled to accomplish fuel reduction goals.

c) Snag Retention: 90% of Snag retention requirement and number are met.

d) Piling: 90% of all piles meet specifications.

e) 90% of the required erosion control measures conform to the contract.

f) Brush Treatment: 90% of all material meets specifications.

g) Road Maintenance: 90% of road surfaces are returned to prior state before work began.

h) Controlled Areas: No damage to controlled areas

E.8 Unit Acceptance

a) The Contractor shall submit a unit to the Contracting Officer for acceptance only when the Contractor's inspections for quality control assure the work specifications have been met.

b) The Government may perform formal inspections to determine acceptance of the work units. Formal inspections will inspect at least two percent of the work unit on a random plot basis and will address the work specifications.

c) If the results of the Contractor's inspections cannot be verified by Government inspections, the Government may elect to conduct all subsequent inspections. If the Government does assume the burden of the Contractor's inspections, there shall be an inspection charge of $25/ha ($10.00 per acre) inspected.

E. Acceptance of Services

The Contractor shall provide a written request for inspection 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.

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.242-14 Suspension of Work (APR 1984)

AGAR 452.211-74 Period of Performance (FEB 1988)

Work Timing
The Contractor shall begin work within ____10_____ calendar days after the effective date of the Notice to Proceed and shall prosecute the work at a rate that will result in completion of all work within the following time frame:

Item No.	Estimated Start Work Date	Contract Time (Calendar Days)
Item 1	15 April 2019	95
Item 2	15 April 2019	75
Item 3	15 April 2019	115
Item 4	15 April 2019	180
Item 5	15 April 2019.	125

The period of performance of this contract is from date issued NTP to days listed above. Time will run concurrently in the event of award of more than one line item to a vendor.

Estimated Start Work: April 15, 2019
Failure to begin work on schedule will make the contract subject to immediate termination for default.

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

Winter Shutdown

When winter weather sets in and the continuation of work is impractical, the Contracting Officer may authorize a total suspension until such time as work can proceed. During the

period of total suspension, the calendar days elapsed will not be charged against the contract time.

SECTION G. CONTRACT ADMINISTRATON

Pre-work conference

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

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

G.2 Measurement

Methods of Measurement.
Acreage was measured on a horizontal plane using a Global Positioning System.
Estimated acreage: Actual acreage worked will be measured by the method(s) indicated above.

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

G.3 Payment

Payments and Deductions. Payment will be made for fully acceptable work at the prices bid in the schedule of items. In the event of extended non-work periods because of adverse weather, the Contracting Officer may authorize progress payments for partially completed sub-items on a case-by- case basis. In accordance with the inspection clause, payment may be made for less than fully acceptable work at a reduced price. Other exceptions are noted below: Payment will be made upon presentation of a properly prepared invoice for work that meets all specifications and all GPS files of all completed treatment area acreage that is included on the invoice. Refer to the Prompt Payment Act clause in Section I for the elements of a proper invoice.

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

1) Partial payments may be made by Forest Service for work performed to acceptable standards.

2) Partial payments may be made upon completion and acceptance in a unit, or groups of units, at:

a) 70% of bid price for all work up to, but not including, forest cultivating. Crushing & Tractor piling will amount to an estimated 30% of the work and sub-soiling will account for an estimated 40% of the work to be completed in the work units.

b) 30% for the forest cultivating.

c) Final payment will be made only upon completion, inspection and acceptance of all work specified to be performed in the contract

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

G.4 Invoices

Payment will be made from Contractor's invoice which shall be submitted to the COR with all GPS files of all completed treatment acreage that is included on the invoice.

a. Retainage. The following supplements Clause 52.232-1, Payments:
The Contracting Officer may retain up to 10 percent of the invoiced amount if the contractor is behind schedule at the time the invoice is presented. “Behind schedule” means that the percentage of work completed is less than the percentage of time used.

G.4 Government-Furnished Property

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

Maps, Electronic shapefiles or track logs for uploading in GPS or mobile electronic device (smart phone, tablets).

G.5 Additional HUD Administrative requirements.

See NDR Service Contract Addendum.

SECTION H. SPECIAL CONTRACT REQUIREMEMENTS

State of California HUD Additional Requirements

Additional State of California Department of Housing And Community Development Provisions are included at the addendum attached.

Emergencies

Fire Plan
See Section J, Fire Plan

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

Superintendence by Contractor

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

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

Archaeological and Historic Sites

Location of known archaeological, historic, or pre-historic materials--such as Amerind artifacts and/or historic mining, logging, or fur trapping remains protected by the American Antiquities Act (l6 USC 433)--will be identified for the contractor before work commences.

Spill Plan

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

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

Equipment Cleaning

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

Equipment will be considered clean when visual inspection does not reveal soil, seeds, plant material, or other such debris. Disassembly of equipment components or specialized inspection equipment is not required. Contractor shall notify the Contracting Officer at least five days in advance of moving equipment in so that arrangements can be made for inspection.

If the project area is known to contain noxious weeds, the equipment shall be cleaned before moving to other Forest Service system lands which do not contain noxious weeds.

AGAR 452.236-72 USE OF PREMISES (NOV 1996)

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

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

AGAR 452.236-74 CONTROL OF EROSION, SEDIMENTATION, AND POLLUTION (NOV 1996)

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

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

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

Landscape preservation

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

a. Prevention of the Landscape Defacement. The Contractor shall not remove, deface, injure, or destroy trees, shrubs, lawns, or other natural features or any other improvements in the work area unless specifically authorized by the Contracting Officer. Unless otherwise provided herein, the Contractor shall confine contract operations to within the areas designated in contract documents.

b. Protection of Streams, Lakes, and Reservoirs. The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, small ponds, and reservoirs with fuels, oils, bitumens, calcium chloride, silt, or other harmful materials. Mechanical equipment shall not be operated in live streams without written approval of the Contracting Officer.

Approval of Subcontracting

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

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

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

Employment of Eligible Workers

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

1. General

This contract is subject to the Migrant and Seasonal Agricultural Worker Protection Act (MSPA), 29 United States Code (U.S.C) 1801-1872, and to the U.S. Department of Labor (DOL) regulations implementing MSPA 29 Code of Federal Regulations (CFR) Part 500. MSPA eliminates activities detrimental to migrant and seasonal agricultural workers, requires registration of Farm Labor Contractors, and ensures necessary protection for the workers. Information regarding MSPA can be found at http://www.dol.gov/whd/mspa/index.htm.

If workers are hired under the H-2B program, (8 CFR Section 274A provisions of the Immigration and Nationality Act (INA) for the admission of nonimmigrants to the U.S. to perform temporary labor or services) a Temporary Employment Certification issued by the Office of Foreign Labor Certification (OFLC) in the Department of Labor Employment and Training Administration is required. For further information on the requirements of the H-2B program, visit OFLC's website at http://www.foreignlaborcert.doleta.gov/ or Wage and Hour's website at http://www.dol.gov/whd/immigration/H2BFinalRule/index.htm.

Compliance with MSPA and the INA is a material condition of this contract. If the contractor employs any unauthorized worker(s) during the performance of this contract that violates section 274A of the INA, the Government may terminate the contract, in addition to other remedies or penalties prescribed by law.

2. Definitions
a) H-2B worker: as used in this part means a nonimmigrant holding a visa authorizing the individual to legally work in the US to perform temporary labor or services. A worker with an H-2B visa ("H-2B worker") may also be considered a migrant agricultural worker under MSPA depending on the type and nature of work performed.
b) Migrant Agricultural Worker and Seasonal Agricultural Worker: as used in this part means individuals employed for agricultural (including forestry) work on a seasonal or temporary basis. i. A worker, moving from one seasonal activity to another, is employed on a seasonal basis even though the worker may continue to be employed during a major portion of the year.
ii. An overnight absence from the migrant workers permanent place of residence is required.
iii. Members of the contractor's immediate family are not considered migrant or seasonal workers. Immediate family includes:
- Spouse
- Children, stepchildren, or foster children
- Parents, stepparents, or foster parents, or
- Brothers and sisters

c) Farm Labor Contractor (FLC). As used in this part means a person including an individual, partnership, association, joint stock company or a corporation, who, for any money or other valuable consideration, paid or promised to be paid, performs any recruiting, soliciting, hiring, employing, furnishing, or transporting of any migrant or seasonal agricultural worker.

3. Registration Requirements
a) Any contractor providing or hiring H-2B nonimmigrants for work under this contract shall provide a copy of their Temporary Employment Certificate. General information about the H-2B program can be found on Fact Sheet # 78 at http://www.dol.gov/whd/regs/compliance/whdfs78.htm. Contractors can apply for the certificate through the US DOL Employment & Training Administration's on line iCERT Visa Portal System at https://icert.doleta.gov/ or by paper application.

b) Any contractor who meets the definition in (2.iii.) above providing or hiring migrant or seasonal workers to perform agricultural or manual forestry work shall first obtain a Federal DOL Farm Labor Contractor Certificate of Registration (http://www.dol.gov/whd/forms/fts_wh530.htm). The contractor shall carry the certificate at all times while engaged in contract performance and shall display it upon request. Any of the contractor's employees who perform any one or more of the activities defined as an FLC in paragraph (2.iii.) must have their own FLC Employee Certificate. General information about MSPA can be found on Fact Sheet #49 at DOL Wage and Hour Divisions webpage http://www.dol.gov/whd/regs/compliance/whdfs49.htm.

4. Certifications
The Contractor shall provide applicable H-2B Temporary Employment Certificate or Farm Labor Contractor Certificate as part of their representations, certifications, and acknowledgements. Subcontractor(s) meeting the definitions above shall follow the same requirements as the Prime Contractor. It is the Prime Contractor's responsibility to ensure the Subcontractor's information is provided to the Contracting Officer.

5. Worker Protections
a) Worker Information Posters i. A contractor who uses the H-2B program to meet its temporary employment needs must post and maintain the H-2B poster (WH-1505) in a conspicuous location accessible to workers at the job site.
ii. The contractor shall display and maintain the MSPA poster (WH-1376) on the job site in a conspicuous location accessible to workers during the contract performance period.
b) Personal protective equipment i. 29 CFR 1910 Subpart I, OSHA's General Industry personal protective equipment (PPE) standard contains the general requirements for the provision of personal protective equipment and requires employers to perform a hazard assessment to select appropriate PPE for hazards that are present or likely to be present in the workplace. OSHA requires that many categories of personal protective equipment meet or be equivalent to standards developed by the American National Standards Institute (ANSI).
ii. Before a worker begins operating equipment, the contractor shall train the workers on the safe operation and use of the equipment.
iii. The contractor shall provide the appropriate personal protective equipment for the work required to be performed in the contract, wherever necessary by reason of hazards or processes encountered that may cause injury or impairment in the function of any part of the body. Except for foot protection, all PPE must be provided by the employer at no cost to the employee. Includes: • Head Protection
• Hearing Protection
• Eye/Face Protection
• Leg Protection
• Foot Protection
• Hand Protection

iv. PPE must be sanitary and in reliable condition. Do not use defective or damaged PPE. PPE must be inspected prior to use on each work shift to ensure it is in serviceable condition.
v. A checklist of applicable PPE guidelines typical for the work performed under this contract is provided. This does not relieve the contractor of the responsibility of performing a risk assessment or providing the necessary PPE for their operations.
Reference https://www.osha.gov/SLTC/personalprotectiveequipment/index.html or OSHA 3151-12R 2003 Personnel Protective Equipment Booklet.

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

c) Field Sanitation. OSHA established minimum standards for field sanitation in covered agricultural settings. Refer to Fact Sheet # 51 Field Sanitation Standards under the Occupational Safety and Health Act.

6. Employment Requirements - Fact Sheets with relevant information may be found at http://www.dol.gov/WHD/fact-sheets-index.htm.
a) Contractors employing workers in forestry related work are required to comply with wage and payroll standards and recordkeeping requirements. Refer to Fact Sheet #63: Application of Federal Labor Laws to Reforestation found on the DOL Wage and Hour Division webpage.
b) Contractor Employee List. Contractors are required to provide/maintain an active list of all employees performing work on the job site under this contract. The Employee List will identify employees by full name (aliases), supervisory duties if applicable, and appropriate labor Occupation Code for work performed under the Service Contract Act Wage Rates applicable to this contract. If Subcontractors are utilized, all tiers of subcontractor(s) are responsible for providing the same information for their employees to the Prime for submittal to the Contracting Officer.

7. Transportation
a) The contractor shall be registered to transport employees, unless employees provide their own transportation or carpool by their own arrangement in one of their own vehicles. Authorization for each vehicle that will be used to transport employees must appear on the contractor's certificate. If the contractor directs or requests employees to carpool, the registration requirement is applicable. Any driver, who transports workers for a fee or at the direction of the contractor, shall be registered as an FLC or an FLC employee.
b) See Fact Sheet #50: Transportation Under MSPA, for more information about the vehicle safety standards, driver’s licensing requirements, and vehicle insurance requirements. Note that separate transportation requirements may apply if there are H-2B workers.

8. Housing
a) The authorization to furnish housing, other than commercial lodging certified by a health authority or other appropriate agency, must appear on the contractor's certificate.

Contractors should contact their local Wage and Hour Division of the DOL for further information on the requirements of the Act.
b) Camping Requirements. The Forest Service (FS) has various camping opportunities. Check with local FS unit for camping requirements, camping permits may be required. Verify local fire restriction policies. If camps will be used to house workers subject to MSPA, they are also subject to the temporary labor camp standards at 29 CFR 1910.142. The Forest Service reserves the right to terminate a camping permit at any time. These requirements are in addition to those contained in or provided for under the clause titled "452.236-72 Use of Premises" in this contract. Any violation of these conditions constitutes a breach of contract and may result in revocation of camping approval. i. Every structure used as shelter must provide protection from the elements. Where adequate heat is not provided, make other arrangements to protect workers from the cold. Cut firewood only after a District Firewood Permit is obtained.
ii. The campsite must not encroach beyond the boundaries designated by the Forest Service. The campsite location must minimize impacts on streams, lakes, and other bodies of water. Camping is not permitted within developed recreational sites or along primary recreational roads.
iii. The campsite must have a clean appearance at all times. Upon abandonment of any campsite, or termination, revocation, or cancellation of camping privileges, the contractor shall remove, within 10 calendar days, all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in the camping permit. Structures or improvements the contractor fails to remove within the 10 calendar day period becomes the property of the United States, however, the contractor remains liable for the cost of the removal and restoration of the site.
iv. Unless otherwise designated by the CO, the use of the area is not exclusive and may be granted to other permittees, contractors, or recreating public. Disorderly conduct is not permitted.
v. Damaging or removing any natural feature or other property of the Forest Service is prohibited.
vi. Servicing of equipment in the campsite is not permissible unless the campsite is within the project area.
vii. Provide sanitary facilities for storing food. Provide ice chests or coolers, with ice supply made from potable water, and replenish as necessary. Provide sufficient storage for perishable food items.
viii. Provide an adequate and convenient potable water supply in each camp for drinking and cooking purposes.
ix. Provide adequate toilet facilities and toilet paper for the capacity of the camp. Service and maintain facilities in a sanitary condition.
x. Collect, store, and dispose of garbage in a manner to discourage rodent access, minimize attraction of flies, and prevent scattering by wind
xi. Maintain basic first aid supplies available, which must be under the charge of a person trained to administer first aid.

The basic supplies must include:
• Gauze pads (at least 4x4 inches)
• Two large gauze pads (at least 8x10 inches)
• Box adhesive bandages (band-aids)
• One package of gauze roller bandage (at least 2-inches in width)
• Two triangular bandages
• Scissors
• At least one blanket
• Tweezers
• Adhesive tape
• Latex gloves, and
• Resuscitation device such as resuscitation bag, airway, or pocket mask.
xii. Wash laundry in such a way that washing and rinsing will not pollute lakes, streams, or other flowing water.
xiii. Dispose waste water away from living and eating areas and in such a way that minimizes pollution to lakes, streams, and other flowing water.
xiv. The contractor shall take all reasonable precautions to prevent and suppress forest fires. Do not dispose of material by burning in open fires during the closed season established by law or regulation without the written permission from the Forest Service.
xv. If authorized to have an open fire, the Contractor shall comply with the following fire regulations: • A shovel, axe or Pulaski, a 10-quart pail, which is full of water for immediate use, and a fire extinguisher with an Underwriters Laboratory (UL) rating of at least 1:A 10:BC is required.
• All fire rings or outside fireplaces must be approved by the Forest Service representative. The area must be cleared down to mineral soil for a distance of one foot outside of the ring or fireplace, and it must not have any overhanging material. Fire rings must be dismantled and material disposed prior to leaving the site.
• All generators and other internal combustion engines must be equipped with Forest Service approved spark arrestors and/or factory designed muffler and exhaust system in good working order. They will be located in a cleared area with the same requirements as in described in the previous paragraph.
• All fuel must be stored in UL approved flammable storage containers and be located at least 50 feet from any open flame or other source of ignition.
c) Include the instructions below, Representations, certifications, and other statements of offerors or respondents. Contractors are required to provide certification of employment status as part of their representations, certifications, and acknowledgements.

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

supply workers under the H-2B Program, the Contractor is required to provide a copy of the Temporary Employment Certificate issued by DOL.
Subcontractors are bound by the same requirements for licenses and permits under this contract. If a Prime Contractor identifies a Subcontractor as part of their workforce to accomplish the work under this solicitation, the Prime Contractor shall submit the Subcontractor's signed certification with their response to the solicitation.

H-2B Workers: (http://www.foreignlaborcert.doleta.gov/)
☐ Company certifies it will not be utilizing H2B Workers under any resulting contract of this solicitation.
☐ Company will be utilizing H2B Workers (under any resulting contract of this solicitation. Provide a copy of Temporary Employment Certificate.)

MSPA Workers: (http://www.dol.gov/whd/mspa/)
☐ Company certifies it will not be utilizing MSPA workers under any resulting contract of this solicitation.
☐ Certifies has valid FLC certificate of registration. (Attach a copy of current certification.)
Authorization includes:
☐ Transporting workers
☐ Driving
☐ Housing workers

☐ Company has applied for certificate of registration on _____.

Contractors not currently having obtained a certificate (for each partner, if partnership) will be requested to furnish proof of having obtained a certificate prior to award of contract.
Partnerships must furnish proof of registration of their assumed business name, if any, with the State of registration.

State of _____ No._____

Information about licensing requirements and procedures may be obtained from the following:
I, on behalf of said Company, certify to the above responses.

_____ _____
(Signature) (Date)

_____ _____
(Printed Name) (Title)

Please refer to FSH 6309.32 4G22 for additional guidance

SECTION I- CONTRACT TERMS AND CONDITIONS

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

CONTRACT CLAUSES

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov/far/
http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/52_000.htm#TopOfPage

52.212-4 Contract Terms and Conditions—Commercial Items. (OCT 2018)
(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—
(1) Within a reasonable time after the defect was discovered or should have been discovered; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
(d) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
(g) Invoice.
(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—
(i) Name and address of the Contractor;
(ii) Invoice date and number;
(iii) Contract number, line item number and, if applicable, the order number;
(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
(vi) Terms of any discount for prompt payment offered;
(vii) Name and address of official to whom payment is to be sent;
(viii) Name, title, and phone number of person to notify in event of defective invoice; and
(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
(x) Electronic funds transfer (EFT) banking information.
(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.,* 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.
(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.
(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—
(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—
(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
(B) Affected contract number and delivery order number, if applicable;
(C) Affected line item or subline item, if applicable; and
(D) Contractor point of contact.
(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
(6) *Interest*.
(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109 , which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by 33.211 if—
(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:
(A) The date fixed under this contract.
(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
(A) The date on which the designated office receives payment from the Contractor;
(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.
(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.
(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
(1) The schedule of supplies/services.
(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
(3) The clause at 52.212-5.
(4) Addenda to this solicitation or contract, including any license agreements for computer software.
(5) Solicitation provisions if this is a solicitation.
(6) Other paragraphs of this clause.
(7) The Standard Form 1449.
(8) Other documents, exhibits, and attachments.
(9) The specification.
(t) [Reserved]
(u) Unauthorized Obligations
(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:
(i) Any such clause is unenforceable against the Government.
(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap”

agreements), execution does not bind the Government or any Government authorized end user to such clause.
(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

ADDENDUM TO FAR 52.212-4 The following clauses are hereby incorporated by reference or full text as appropriate:

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-13 ACCIDENT PREVENTION (NOV 1991)

52.217-7 Option for Increased Quantity—Separately Priced Line Item. (1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor **30 days.** Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

52.217-8 Option to Extend Services. (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within __30___ days from end of contract performance.
(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed _____6_____ (months) (years).

(a)**AGAR 452.237-71 PRE-PROPOSAL CONFERENCE (FEB 1988)**
(a)The Government is planning a pre-proposal conference, during which potential offerors may obtain a better understanding of the work required.
(b)Offerors are encouraged to submit all questions in writing prior to the conference. Questions will be considered at any time prior or during the conference; however, offerors will be asked to confirm verbal questions in writing. Subsequent to the conference, an amendment

to the solicitation containing an abstract of the questions and answers, and a list of attendees, will be disseminated.
(c) The Government assumes no responsibility for any expense incurred by an offeror prior to contract award.
(d) Offerors are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions o the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the offeror to seek clarification prior to submitting an offer.

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 Performance Statement of Work, Investigation plan and Quality Assurance Surveillance Plan referenced in the attachments.

(e) **AGAR 452.211-74 PERIOD OF PERFORMANCE (FEB 1988)**
The period of performance of this contract is from the effective date of the Notice to Proceed through April 15, 2019 – December 2, 2020 if all items are awarded to one vendor.

(f) **AGAR 42.215-73 POST AWARD CONFERENCE (NOV 1996)**
(a) A post award conference with the successful offeror is required. It will be scheduled within 15 days after the date of contract award. The conference will be held at: Stanislaus National Forest, unless otherwise changed by mutual agreement. This may also be scheduled for the first day of work.
(b) Contractor designated representative or foreman (whomever the Contractor will have on the site) shall be present at the pre-work conference.
(g) **FAR 52.237-1 SITE VISIT (APR 1984)**
Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.
(h) **LANDSCAPE PRESERVATION**
The Contractor shall give attention to the effect of contract operation upon the landscape, shall take care to maintain natural surroundings undamaged, and shall conduct the work at all times in compliance with the following requirements.
a. Prevention of the Landscape Defacement. The Contractor shall not remove, deface, injure, or destroy trees, shrubs, lawns, or other natural features or any other improvements in the work area unless specifically authorized by the Contracting Officer. Unless otherwise provided herein, the Contractor shall confine contract operations to within the areas designated in contract documents.
b. Protection of Streams, Lakes, and Reservoirs. The Contractor shall take sufficient

precautions to prevent pollution of streams, lakes, small ponds, and reservoirs with fuels, oils, bitumens, calcium chloride, silt, or other harmful materials. Mechanical equipment shall not be operated in live streams without written approval of the Contracting Officer.

(i) **PUBLIC OFFICIALS NOT PERSONALLY LIABLE**

There shall be no personal liability upon the Contracting Officer or officer in charge, their agents or employees, for any act performed in the discharge of any duty imposed or the exercise of any power or authority conferred upon them by, or within the scope of the contract, it being understood that in all such matters they act solely as agents and representatives of the Government.

(j) **DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE**

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

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

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

(k) **APPROVAL OF SUBCONTRACTING**

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

A. The name, address and telephone number of the subcontractor.

B. The date upon which the subcontract was entered into and its duration

C. A detailed description of the work being subcontracted including a listing of contract items, units, etc., as appropriate.

D. Documentation of the subcontractor's representative authority.

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

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

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(4) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

_X_ (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).
_X_ (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 and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).
__ (5) [Reserved].
X__ (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).

_X_ (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).

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

__ (10) [Reserved].

__ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (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]

_X_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

__ (ii) Alternate I (Nov 2011).

__ (iii) Alternate II (Nov 2011).

__ (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.

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

__ (17)(i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Nov 2016) of 52.219-9.

__ (iii) Alternate II (Nov 2016) of 52.219-9.

__ (iv) Alternate III (Nov 2016) of 52.219-9.

__ (v) Alternate IV (Aug 2018) 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—Subcon-tracting 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).

__ (22) 52.219-28, Post Award Small Business Program Rerepresentation (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).

_X_ (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) (i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(ii) Alternate I (Feb 1999) of 52.222-26.

(29) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).

(ii) Alternate I (July 2014) of 52.222-35.

X (30) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

(ii) Alternate I (July 2014) of 52.222-36.

__ (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).

__ (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).

_X_ (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 Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (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.s 13423 and 13514).

__ (ii) Alternate I (Oct 2015) of 52.223-13.

__ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-14.

__ (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. 13693).

__ (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

_X_ (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.

__ (iv) Alternate III (May 2014) of 52.225-3.

__ (48) 52.225-5, Trade Agreements (Aug 2018) (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 (Oct 2018) (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.

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

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

__ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

_X_ (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (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).

_X_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (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).

_X_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

_X_ (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).

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

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

(v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii)
52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

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

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

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

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

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

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

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

(End of clause)

(l) **ADDENDUM TO FAR 52.212-5**

The following clause(s) are hereby incorporated by reference or full text as appropriate:

52.204-4 Printed or Copied Double-Sided On Recycled Paper (May 2011)

52.223-2 Affirmative Procurement Of Biobased Products Under Service And Construction Contracts (Sept 2013) (Http://Www. Biopreferred.Gov

52.223-3 Hazardous Material Identification and Material Safety Data
Alternate 1 (Jul 1995)

52.223-10 Waste Reduction Program (May 2011)

52.223-12 Refrigeration Equipment and Air Conditioners (May 1995)

452.237-75 Restrictions Against Disclosure (Feb 1988)

SECTION J

LIST OF ATTACHED DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The attachments listed below form a part of this Request for Quotations and any resultant contract:

Attachment	Title	No. of Pages
1	Maps	6
2	Data Table 1	3
3	Data Table 2	2
4	Fire Plan	9
5	NDR Service Contract Addendum (HUD)	4
6	Federal Wage Determination	4
7	Response to Evaluation Factors Form (included)	3

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.