

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER 1055302		PAGE OF 1 38	
2. CONTRACT NO. 127EAT22C0002		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE
<b>7. FOR SOLICITATION INFORMATION CALL:</b>		a. NAME CREE PREVOST			b. TELEPHONE NUMBER (No collect calls) 707-562-8897		8. OFFER DUE DATE/LOCAL TIME
9. ISSUED BY USDA FOREST SERVICE PACIFIC SOUTHWEST REGION 1323 CLUB DR VALLEJO CA 94592-1110			CODE 91S8	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> 8(A)		NAICS: 115310 SIZE STANDARD: \$8.00	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO USDA FOREST SERVICE STANISLAUS NF SO SUPERVISOR OFFICE 19777 GREENLEY ROAD SONORA CA 95370			CODE 9A55	16. ADMINISTERED BY USDA FOREST SERVICE PACIFIC SOUTHWEST REGION 1323 CLUB DR VALLEJO CA 94592-1110		CODE 91S8	
17a. CONTRACTOR/OFFEROR RGZ FORESTRY LLC 1950 BLUEGRASS DR CENTRAL POINT OR 97502-3645		CODE 1103701057#	FACILITY CODE	18a. PAYMENT WILL BE MADE BY INVOICE PROCESSING PLATFORM IPP ALL INVOICES MUST BE SUBMITTED ELECTRONICALLY THROUGH THE INVOICE PROCESSING PLATFORM IPP VIA WWW IPP GOV		CODE IPP	
TELEPHONE NO.				<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Stanislaus National Forest Housing and Urban Development Herbicide Release  The intent of this contract is to secure services for ground, broadcast spray application of herbicides according to the attached specifications. This requirement is to control woody shrubs, grasses and forbs, to provide a suitable environment for the survival and growth of planted conifers. The Contractor shall provide everything--including, but not limited to, all  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA See schedule					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$303,669.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: Proposal OFFER DATED 04/26/2022. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: All			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) Saul Rodriguez (President)			30c. DATE SIGNED 05/02/2022	31b. NAME OF CONTRACTING OFFICER (Type or print) CREE M. PREVOST		31c. DATE SIGNED 05/02/2022	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	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.  Delivery: 05/31/2022 Period of Performance: 04/27/2022 to 05/31/2022  R028 Product/Service Code: F021 Product/Service Description: NATURAL RESOURCES/CONSERVATION- SITE PREPARATION  Accounting Info: FMMI Account: FS00.0516NFXN7R21 BOC: 2540 Funded: \$4,156.50 Accounting Info: FMMI Account: FS00.0516NFXN7N21 BOC: 2540 Funded: \$4,156.50	17	AC	489.00	8,313.00
0002	R029 Product/Service Code: F021 Product/Service Description: NATURAL RESOURCES/CONSERVATION- SITE PREPARATION  Accounting Info: FMMI Account: FS00.0516NFXN7R21 BOC: 2540 Funded: \$2,445.00 Accounting Info: Continued ...	10	AC	489.00	4,890.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--------------------------------------------------------	-----------	---------------------------------------------------------------------

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
------------------------------------------------------------------------------------	--------------------	---------------------------------	------------------------------------------------------------------------------------------------------------------	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT ( <i>Location</i> )
	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
127EAT22C0002

PAGE OF  
3 38

NAME OF OFFEROR OR CONTRACTOR  
RGZ FORESTRY LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	FMMI Account: FS00.0516NFXN7N21 BOC: 2540 Funded: \$2,445.00  R030 Product/Service Code: F021 Product/Service Description: NATURAL RESOURCES/CONSERVATION- SITE PREPARATION  Accounting Info: FMMI Account: FS00.0516NFXN7R21 BOC: 2540 Funded: \$13,692.00 Accounting Info: FMMI Account: FS00.0516NFXN7N21 BOC: 2540 Funded: \$13,692.00	56	AC	489.00	27,384.00
0004	R035 Product/Service Code: F021 Product/Service Description: NATURAL RESOURCES/CONSERVATION- SITE PREPARATION  Accounting Info: FMMI Account: FS00.0516NFXN7R21 BOC: 2540 Funded: \$16,381.50 Accounting Info: FMMI Account: FS00.0516NFXN7N21 BOC: 2540 Funded: \$16,381.50	67	AC	489.00	32,763.00
0005	R036 Product/Service Code: F021 Product/Service Description: NATURAL RESOURCES/CONSERVATION- SITE PREPARATION  Accounting Info: FMMI Account: FS00.0516NFXN7R21 BOC: 2540 Funded: \$4,156.50 Accounting Info: FMMI Account: FS00.0516NFXN7N21 BOC: 2540 Funded: \$4,156.50	17	AC	489.00	8,313.00
0006	R039 Product/Service Code: F021 Product/Service Description: NATURAL RESOURCES/CONSERVATION- SITE PREPARATION  Accounting Info: FMMI Account: FS00.0516NFXN7R21 BOC: 2540 Funded: \$2,445.00 Continued ...	10	AC	489.00	4,890.00

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
127EAT22C0002

PAGE OF  
4 38

NAME OF OFFEROR OR CONTRACTOR  
RGZ FORESTRY LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0007	Accounting Info: FMFI Account: FS00.0516NFXN7N21 BOC: 2540 Funded: \$2,445.00  T003 Product/Service Code: F021 Product/Service Description: NATURAL RESOURCES/CONSERVATION- SITE PREPARATION	149	AC	489.00	72,861.00
0008	Accounting Info: FMFI Account: FS00.0516NFXN7R21 BOC: 2540 Funded: \$36,430.50 Accounting Info: FMFI Account: FS00.0516NFXN7N21 BOC: 2540 Funded: \$36,430.50  AA019 Product/Service Code: F021 Product/Service Description: NATURAL RESOURCES/CONSERVATION- SITE PREPARATION	50	AC	489.00	24,450.00
0009	Accounting Info: FMFI Account: FS00.0516NFXN7R21 BOC: 2540 Funded: \$12,225.00 Accounting Info: FMFI Account: FS00.0516NFXN7N21 BOC: 2540 Funded: \$12,225.00  BB006 Product/Service Code: F021 Product/Service Description: NATURAL RESOURCES/CONSERVATION- SITE PREPARATION	76	AC	489.00	37,164.00
0010	Accounting Info: FMFI Account: FS00.0516NFXN7R21 BOC: 2540 Funded: \$18,582.00 Accounting Info: FMFI Account: FS00.0516NFXN7N21 BOC: 2540 Funded: \$18,582.00  BB008 Product/Service Code: F021 Product/Service Description: NATURAL RESOURCES/CONSERVATION- SITE PREPARATION  Accounting Info: FMFI Account: FS00.0516NFXN7R21 BOC: 2540 Continued ...	34	AC	489.00	16,626.00

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

127EAT22C0002

PAGE OF

5

38

NAME OF OFFEROR OR CONTRACTOR

RGZ FORESTRY LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0011	<p>Funded: \$8,313.00 Accounting Info: FMMI Account: FS00.0516NFXN7N21 BOC: 2540 Funded: \$8,313.00</p> <p>BB033 Product/Service Code: F021 Product/Service Description: NATURAL RESOURCES/CONSERVATION- SITE PREPARATION</p> <p>Accounting Info: FMMI Account: FS00.0516NFXN7R21 BOC: 2540 Funded: \$14,670.00</p> <p>Accounting Info: FMMI Account: FS00.0516NFXN7N21 BOC: 2540 Funded: \$14,670.00</p>	60	AC	489.00	29,340.00
0012	<p>BB033 Product/Service Code: F021 Product/Service Description: NATURAL RESOURCES/CONSERVATION- SITE PREPARATION</p> <p>Accounting Info: FMMI Account: FS00.0516NFXN7R21 BOC: 2540 Funded: \$18,337.50</p> <p>Accounting Info: FMMI Account: FS00.0516NFXN7N21 BOC: 2540 Funded: \$18,337.50</p> <p>The "Submit Invoice-to" address for USDA orders is the Department of Treasury's Invoice Processing Platform (IPP). The contractor must follow the instructions on how to register and submit invoices via IPP as prescribed in the previous communications from USDA and Treasury. All invoices are to be submitted via the electronic Invoice Processing Platform. This is a mandatory requirement initiated by the U.S. Department of Treasury and you can find more information at this website <a href="https://www.ipp.gov/index.htm">https://www.ipp.gov/index.htm</a>. Please make sure that your company has registered at <a href="https://www.ipp.gov/vendors/enrollment-vendors.htm">https://www.ipp.gov/vendors/enrollment-vendors.htm</a> to establish your account.</p> <p>The total amount of award: \$303,669.00. The obligation for this award is shown in box 26.</p>	75	AC	489.00	36,675.00

**SECTION B – CONTINUATION OF SF-1449**

<b>SCHEDULE OF ITEMS</b>					
<b>SECTION B</b>					
<i>SUPPLIES OR SERVICES &amp; PRICE/COST</i>					
<b>PROJECT</b>	HUD 2022 Herbicide Release				
<b>UNIT</b>	Stanislaus National Forest, Groveland Ranger District				
<b>SOL#</b>	127EAT22R0006				
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>Unit of Measure</b>	<b>Unit QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
0001	R028	ACRE	17	\$ 489.00	\$ 8313
0002	R029	ACRE	10	\$ 489.00	\$ 4890
0003	R030	ACRE	56	\$ 489.00	\$ 27384
0004	R035	ACRE	67	\$ 489.00	\$ 32,763
0005	R036	ACRE	17	\$ 489.00	\$ 8313
0006	R039	ACRE	10	\$ 489.00	\$ 4890
0007	T003	ACRE	149	\$ 489.00	\$ 72861
0008	AA019	ACRE	50	\$ 489.00	\$ 24450
0009	BB006	ACRE	76	\$ 489.00	\$ 37164
0010	BB008	ACRE	34	\$ 489.00	\$ 16,626
0011	BB033	ACRE	60	\$ 489.00	\$ 29,340
0012	BB053	ACRE	75	\$ 489.00	\$ 36675
			621		303,669
				<b>TOTAL</b>	<b>\$ 303,669</b>
<b>NOTES</b>	<i>1. Responses for quantities less than those listed in the numbered items may be rejected</i> <i>2. Responses without prices for each item and sub-item may be rejected.</i>				

## **Stanislaus National Forest Housing and Urban Development Herbicide Release**

### **C. DESCRIPTION/ SPECIFICATIONS/ STATEMENT OF WORK**

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#### **C.1 Scope of Work**

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

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

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

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

#### **C.2 Project Location & Description**

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

*Description:* The area for herbicide treatment is within the 2013 Rim Fire. Ground to be treated is comprised of grass, forbs and small brush. Unit boundaries may be flagged in blue and yellow flagging.

*Exclusions (Non-Work Areas):* Known exclusion areas are flagged within the work areas and are labeled CA on unit maps. See "Datatable" Units sheet for Map locations.

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

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

### C.3 Maps

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

### C.4 Estimated Start Date & Contract Time

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*Estimated Start Date: April 25, 2022*

*Number of Calendar Days Required: 30 days*

See Section D

### C.5 Restrictions on Work

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

### C.6 Licenses and Insurance

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The contractor shall obtain the insurance and licenses listed here:

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

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

The Contractor shall be required to provide the following:

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

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

The Contractor shall comply with the State of California Safety Orders found under the California Administrative Code and with the requirements of the Federal Worker Protection Standards (40 CFR, part



170). For further information regarding licensing requirements contact the California Department of Pesticide Regulation at (916) 445-4038, or online at [www.cdpr.ca.gov](http://www.cdpr.ca.gov).

## C.7 Technical Requirements

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### C.7-1 Definitions

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#### *Definitions:*

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

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

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

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

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

**Damaged tree:** The following constitutes unacceptable types of damage:

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

**Herbicide:** The concentrate before mixing occurs.

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

**Non-target species:** Include, but are not limited to: Alder, Dogwood, Elderberry, Hazelnut, and Willow.

**Oaks:** Buffer 5 per acre Oak over 0.5-inch DBH and 8 feet tall if there are over 5 per acre. If under 5 per acre buffer all.

**Target vegetation:** All green plants not identified as commercial conifers, oaks or other non-target species.

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

### C.7-2 Specifications

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

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

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

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

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

Application rate shall not exceed 60 gallons per acre.

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

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

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

Do not apply herbicide within 20 feet of the bole of leave oaks unless noxious weeds are present. These oaks will not exceed 5 per acre.

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

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

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

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

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

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

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

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

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

**Glyphosate herbicide Mix for 100 gallons of 2% herbicide mix**

1. 2 gallons of Glyphosate.
2. ¼ gallon of non-ionic silicone-based surfactant (Example only, SLY-Tac (CA Reg. No 2935-50167)).
3. ¼ gallon of Blue dye (Example only, Hi Lite Blue).
4. Sufficient water to equal 100 gallons of mix.
5. No-foam agent as needed

**Batching sequence is as follows:**

1. One half of the water for the mix shall be put in the batch tank.
2. The herbicide and colorants shall be put in the batch tank next.
3. Begin agitation.
4. Add the remaining water in the batch tank while continuing agitation.
5. The last ingredient to be added to the tank will be the surfactant.

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

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

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

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

**Herbicide Spills:** If a spill occurs, the contractor shall:

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

**C.7-3 Contractor-Furnished Equipment**

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The contractor shall provide the following herbicides, adjuvants, and dye.

1. A 53.8% active ingredient glyphosate herbicide formulation without an integrated surfactant.
2. Non-ionic silicone-based surfactant (Example only, SYL-TAC (CA Reg. No 2935-50167)).
3. Hi Lite brand or equivalent blue dye.
4. No-foam agent
5. Tree shields

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

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

**Backpack sprayers:** Shall have an adjustable pressure regulator or a pressure gauge mounted on the spray wand from 15/1 bar -60/4 bar PSI. Spray tip that sprays flat, with a 50-mesh screen. Spray tips shall reduce drift at lower pressures, better coverage at higher pressures and have 80 to 110 degree spray angles. Plastic, brass, or aluminum spray tip nozzles shall not be used.

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

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

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

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

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

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

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

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

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

Additionally, the following Forest Service requirements shall be met:

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

**Workers shall change their personal protective equipment (PPE) and under clothes and wash thoroughly, wet areas of the skin if the workers PPE becomes sufficiently wet that spray material soaks through the PPE and under clothes.**

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

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

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

#### C.7-4 Government-Furnished Equipment

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NONE.

#### C.7-5 Inspections

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##### **Sampling**

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

- 1/250 acre
- 1/100 acre
- 1/50 acre
- 1/10 acre
- other (specify)

*Transects.*

*Other (specify)*

##### **Specific Inspection Procedures**

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

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

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

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

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

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

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

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

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

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

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

$$\begin{aligned} \text{Application coverage} &= 152 / 160 \times 100 = 95\% \\ \text{Crop tree damage} &= 12 / 200 \times 100 = 6\% - 5\% = 1\% \text{ deduction} \\ \text{Inspection quality} &= 95\% - 1\% = 94\% \end{aligned}$$

Inspection results will be available to the contractor upon request.

### **Acceptance**

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

### **Government Inspections**

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

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

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

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

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

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

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

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

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

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

## C.7-6 Performance

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### **Work Timing**

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

#### **Item No.1: Estimated Start Work Date/Contract Time (Calendar Days)**

April 25, 2022                      30 Days

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

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

[ ] In the event of award of more than one item to one contractor, times will run consecutively. Time on the second item will begin automatically the day following expiration of time (including any extensions) on the first item. Likewise, time on a third item would begin immediately following expiration of time on the second, and so on.

### **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.

### **C.7-8 Payments**

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#### **Pre-work**

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

#### **Notice to Proceed.**

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

B.  Work on this contract may proceed and contract time will begin upon receipt of the awarded contract. Any adjustments to the anticipated completion date will be noted in the award letter.

#### **Payment**

Payments. 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 in full if inspection results are 90 percent or higher. If inspection results are below 90 percent, a deduction will be made equal to 2 percent for every 1 percent below 90. For example, if inspection results are 87 percent, the bid price would be reduced by 6 percent. No payment will be made if results are less than 80 percent.

**Deductions** 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:

Liquidated damages will be charged as follows:

**Trees determined to be “damaged” will be charged for at the rate of \$ 2.00 per tree.** Such charges will be deducted from earnings. The number of trees to be charged for will be calculated as follows: total number of damaged trees from the inspection record, multiplied by the reciprocal of the plot size, times the number of acres in the pay item, divided by the total number of plots taken, plus trees determined to be damaged under care of trees specifications.

#### **Contract Release**

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



**A Contract Release FS-6300-0016 must be uploaded with request/invoice for final payment in IPP, before final payment will be approved/completed.**

**Invoices.**

A. [ ] Payment will be processed using Form FS-6300-30, Contract Pay Estimate and Invoice, prepared by the C.O.R. The Contractor need not submit any other invoice, nor is Contractor required to sign any invoice except the last.

B. [X] Payment will be made from Contractor's invoice.

In service contracts where work is paid for on a monthly basis and the Government prepares the invoice, the date for receipt of a proper invoice is established as the second working day of the month, starting with the month following the first service performed under the contract.

**Invoice Processing Platform**

All payment requests must be submitted electronically through the US Department of the Treasury's Invoice Processing Platform System (IPP). "Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or clause 52.212-4 Contract Terms and Conditions – Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>. Under this contract, the following documents are required to be submitted as an attachment to the IPP Invoice:

Each invoice shall be submitted on the Contractor's letterhead or invoice form with the following:

1. Invoice date and Government Contract Number.
2. Billing period specified with beginning and ending dates. The beginning date must not be later than the completion date or within any previous billing dates.
3. An accounting (bulleted list, for example) of charges claimed and amounts due. Total amount due for the billing period.

A Progress Report shall be submitted to support each invoice and shall include a summary of work performed during the period of performance identified on the invoice, which at a minimum must include:

1. Description of the previous month's project activities and the planned activities for the next month.
2. For each deliverable: identify the items supplied during the month and the cumulative items delivered. Reconcile progress of each deliverable with the schedule identified for each.
3. Identify issues and/or concerns that may affect the project or schedule.  
Any other information required in the Contract to be included in the Progress Report.

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 – 5 business days of award or the system implementation date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131. If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

## C.7-9 Special Contract Requirements

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### **Emergencies**

#### **Fire Plan**

See Section J, Fire Plan

Not applicable; however, Contractors are required to comply with State law during fire season.

**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):

(a) Trail Maintenance - 50 meters on either side of the centerline

(b) Silviculture Projects -70 meters around the perimeter of the unit being worked in

(c) Special for this project:

#### **Safety**

When Contractor's operations are in progress adjacent to or on Forest Service controlled roads and trails open to public travel, Contractor shall furnish, install and maintain all temporary traffic controls, which provide the user with adequate warning of hazardous or potentially hazardous conditions associated with Contractor's operations. This may require the use of flag persons in addition to signing or other methods of warning. Devices shall be appropriate to current conditions and shall be covered or removed when not needed. Flagmen and devices shall be as specified in the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD). Supervision 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 (16 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 cleanup 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.

## **SECTION C - CONTRACT CLAUSES**

### **52.252-2 Clauses Incorporated by Reference (FEB 1998)**

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

Federal Acquisition Regulation (FAR) Clauses:

<https://www.acquisition.gov/browse/index/far> (FAR clauses begin with 52)

Department of Agriculture Acquisition Regulation (AGAR) Clauses:

<https://www.acquisition.gov/agar> (AGAR clauses begin with 452)

Deviations to clauses may be viewed at:

<https://www.dm.usda.gov/procurement/policy/FARClassDeviations.htm>

### **52.203-3 Gratuities (APR 1984)**

### **52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (JUN 2020)**

### **52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)**

### **52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)**

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

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

### **52.212-4 Contract Terms and Conditions – Commercial Products and Commercial Services (NOV 2021)**

#### **Addenda to 52.212-4:**

**Replace paragraph (r) of clause 52.212-4 with the following as specified in DEVIATION 2017-1 (AUG 2017):**

(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 ~~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.

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders– Commercial Products and Commercial Services (JAN 2022) (DEVIATION JUL 2020)**

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

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805note)).

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

*[Contracting Officer check as appropriate.]*

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) [Reserved].
- (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101note).
- (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 (Sep 2021) (15 U.S.C.657a).
- (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Sep 2021) 15 U.S.C. 657a).
- (13) [Reserved]
- (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C.644).
  - (ii) Alternate I (Mar 2020) of 52.219-6.
- (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
  - (ii) Alternate I (Mar 2020) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- (17) (i) 52.219-9, Small Business Subcontracting Plan (Nov 2021) (15 U.S.C. 637(d)(4)).
  - (ii) Alternate I (Nov 2016) of 52.219-9.
  - (iii) Alternate II (Nov 2016) of 52.219-9.
  - (iv) Alternate III (Jun 2020) of 52.219-9.
  - (v) Alternate IV (Sep 2021) of 52.219-9.
- (18) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
  - (ii) Alternate I (MAR 2020) of 52.219-13
- (19) 52.219-14, Limitations on Subcontracting (Sep 2021) (15 U.S.C.637s)
  - [Contracting Officer check as appropriate.]*

  - By the end of the base term of the contract and then by the end of each subsequent option period; or
  - By the end of the performance period for each order issued under the contract.
- (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021) (15 U.S.C. 657f).
- (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Sep 2021) (15 U.S.C. 632(a)(2)).
  - (ii) Alternate I (MAR 2020) of 52.219-28.
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Sep 2021) (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 (Sep 2021) (15 U.S.C. 637(m)).
- (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- (26) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).
- (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

- (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2022) **(DEVIATION JUL 2020)** (E.O.13126).
- (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
  - (ii) Alternate I (Feb 1999) of 52.222-26.
- (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
  - (ii) Alternate I (Jul 2014) of 52.222-35.
- (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C.793).
  - (ii) Alternate I (Jul 2014) of 52.222-36.
- (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (35) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
  - (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter78 and E.O. 13627).
- (36) 52.222-54, Employment Eligibility Verification (Nov 2021). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in 22.1803.)
- (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
  - (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
  - (ii) Alternate I (Oct 2015) of 52.223-13.
- (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
  - (ii) Alternate I (Jun 2014) of 52.223-14.
- (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- (43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
  - (ii) Alternate I (Jun 2014) of 52.223-16.
- (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

- (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
  - (ii) Alternate I (Jan 2017) of 52.224-3.
- (48) 52.225-1, Buy American-Supplies (Nov 2021) (41 U.S.C. chapter 83).
- (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2021) **(DEVIATION JUL 2020)** (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, **19 U.S.C. chapter 29 (sections 4501-4732)**, 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)~~ **(ii)** Alternate II (Jan 2021) **(DEVIATION JUL 2020)** of 52.225-3.
  - ~~(iv)~~ **(iii)** Alternate III (Jan 2021) **(DEVIATION JUL 2020)** of 52.225-3.
- (50) 52.225-5, Trade Agreements (Oct 2019) **(DEVIATION JUL 2020)** (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
- (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C.4505, 10 U.S.C.2307(f)).
- (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C.4505, 10 U.S.C.2307(f)).
- (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).
- (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).
- (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C.3332).
- (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
- (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).
  - (ii) Alternate I (Apr 2003) of 52.247-64.
  - (iii) Alternate II (Nov 2021) of 52.247-64.



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

Contracting Officer check as appropriate.]

- (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of [5 U.S.C.5341](#) or [5 332](#).

This Statement is for Information Only: It is not a Wage Determination

<b>Employee Class</b>	<b>Monetary Wage-Fringe Benefits</b>
<i>Forestry Technician, WG-8</i>	<b>\$23.89</b>
<i>Forestry Truck Drive, WG-8</i>	<b>\$23.89</b>
<i>General Forestry Laborer, WG-2</i>	<b>\$14.47</b>

- (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

- (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).  
 (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).

- (viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C.4212).
  - (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C.793).
  - (x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C.4212).
  - (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
  - (xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
  - (xiii) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).
  - (B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O 13627).
  - (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
  - (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
  - (xvi) 52.222-54, Employment Eligibility Verification (Nov 2021) (E.O. 12989).
  - (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
  - (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
  - (xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
  - (B) Alternate I (Jan 2017) of 52.224-3.
  - (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
  - (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
  - (xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C.2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

### **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 *15 days*.

**52.219-17 Section 8(a) Award (OCT 2019)**

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements, delegates to the USDA Forest Service the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the USDA Forest Service Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

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

**52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (AUG 2018)**

**52.228-5 Insurance – Work on a Government Installation (JAN 1997)**

**52.232-40 Providing Accelerated Payments to Small Business Subcontractors (NOV 2021) (DEVIATION APR 2020) (31 USC 3903 and 10 USC 2307)**

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

**52.245-1 Government Property (SEP 2021) Alt 1 (APR 2012)**

**52.245-9 Use and Charges (APR 2012)**

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

**52.246-16 Responsibility for Supplies (APR 1984)**

**52.252-6 Authorized Deviations in Clauses (NOV 2020)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any Agriculture Acquisition Regulation (48 CFR \_\_\_ 4 \_\_\_) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

**452.204-70 Modification for Contract Closeout (OCT 2021)**

Upon contract closeout for contracts utilizing Simplified Acquisition Procedures (SAP) according to FAR 13:

(a) If unobligated funds in the amount of \$1000 or less remain on the contract, the Contracting Officer (CO) shall issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but will not be required to provide a signature. The CO shall immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(b) If unobligated funds of more than \$1000 remain on the contract, the CO shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and will be required to provide a signature. (The CO may also request a Release of Claims be completed by the contractor, although not required for contract and orders using SAP procedures.) If the bilateral modification and Release of Claims are not returned to the CO within 60 days, the CO shall release the modification as unilateral and proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

**452.204-71 Personal Identity Verification of Contractor Employees (Oct 2021)**

(a) The contractor shall comply with the personal identity verification (PIV) policies and procedures established by the Department of Agriculture (USDA) Directives 4620-002 series.

(b) Should the results of the PIV process require the exclusion of a contractor's employee; the Contracting Officer will notify the contractor in writing.

(c) The contractor must appoint a representative to manage compliance with the PIV policies established by the USDA Directives 4620-002 series and to maintain a list of employees eligible for a USDA LincPass required for performance of the work.

(d) The responsibility of maintaining a sufficient workforce remains with the contractor. Contractor employees may be barred by the Government from performance of work should they be found ineligible or to have lost eligibility for a USDA LincPass. Failure to maintain a sufficient workforce of employees eligible for a USDA LincPass may be grounds for termination of the contract.

(e) The contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine unaccompanied physical access to a Federally-controlled facility and/or routine unaccompanied access to a Federally-controlled information system.

(f) The PIV Sponsor for this contract is a designated program point of contact, which in most cases is the COR, unless otherwise specified in this contract. The PIV Sponsor will be available to receive contractor identity information from \*(hours and days) to \*(hours and days) at \*(office address for registration). The Government will notify the contractor if there is a change in the PIV Sponsor, the office address, or the office hours for registration; however, it is the contractor's responsibility to meet all aspects of paragraphs (c), (d), and (e).

### **Period of Performance**

The period of performance of this contract is from \_\_\_ through \_\_\_.

### **Post Award Conference**

A post award conference with the successful offeror is required. It will be scheduled within 5 days after the date of contract award.

### **Employment of Eligible Workers**

#### **1. General**

This contract is subject to the Migrant and Seasonal Agricultural Worker Protection Act (MSPA), 29 United States Code (U.S.C) 1801-1872, and to the U.S. Department of Labor (DOL) regulations implementing MSPA 29 Code of Federal Regulations (CFR) Part 500. MSPA eliminates activities detrimental to migrant and seasonal agricultural workers, requires registration of Farm Labor Contractors, and ensures necessary protection for the workers. Information regarding MSPA can be found at <http://www.dol.gov/whd/mspa/index.htm>. If workers are hired under the H-2B program, (8 CFR Section 274A provisions of the Immigration and Nationality Act (INA) for the admission of nonimmigrants to the U.S. to perform temporary labor or services) a Temporary

Employment Certification issued by the Office of Foreign Labor Certification (OFLC) in the Department of Labor Employment and Training Administration is required. For further information on the requirements of the H-2B program, visit OFLC's website at <http://www.foreignlaborcert.doleta.gov/> or Wage and Hour's website at <http://www.dol.gov/whd/immigration/H2BFinalRule/index.htm>.

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

## 2. Definitions

1. H-2B worker: as used in this part means a nonimmigrant holding a visa authorizing the individual to legally work in the US to perform temporary labor or services. A worker with an H-2B visa (H-2B worker) may also be considered a migrant agricultural worker under MSPA depending on the type and nature of work performed.
2. Migrant Agricultural Worker and Seasonal Agricultural Worker: as used in this part means individuals employed for agricultural (including forestry) work on a seasonal or temporary basis.
  - A worker, moving from one seasonal activity to another, is employed on a seasonal basis even though the worker may continue to be employed during a major portion of the year.
  - An overnight absence from the migrant workers permanent place of residence is required.
  - Members of the contractor's immediate family are not considered migrant or seasonal workers. Immediate family includes:
    1. Spouse
    2. Children, stepchildren, or foster children
    3. Parents, stepparents, or foster parents, or
    4. Brothers and sisters
3. Farm Labor Contractor (FLC). As used in this part means a person including an individual, partnership, association, joint stock company or a corporation, who, for any money or other valuable consideration, paid or promised to be paid, performs any recruiting, soliciting, hiring, employing, furnishing, or transporting of any migrant or seasonal agricultural worker.

### 3. Registration Requirements

1. Any contractor providing or hiring H-2B nonimmigrants for work under this contract shall provide a copy of their Temporary Employment Certificate. General information about the H-2B program can be found on Fact Sheet # 78 at <http://www.dol.gov/whd/regs/compliance/whdfs78.htm>. Contractors can apply for the certificate through the US DOL Employment & Training Administration's on line iCERT Visa Portal System at <https://icert.doleta.gov/> or by paper application.
2. Any contractor who meets the definition in (2.c.) above providing or hiring migrant or seasonal workers to perform agricultural or manual forestry work shall first obtain a Federal DOL Farm Labor Contractor Certificate of Registration ([http://www.dol.gov/whd/forms/fts\\_wh530.htm](http://www.dol.gov/whd/forms/fts_wh530.htm)). The contractor shall carry the certificate at all times while engaged in contract performance and shall display it upon request. Any of the contractor's employees who perform any one or more of the activities defined as an FLC in paragraph (2.c.) must have their own FLC Employee Certificate. General information about MSPA can be found on Fact Sheet #49 at DOL Wage and Hour Divisions webpage <http://www.dol.gov/whd/regs/compliance/whdfs49.htm>.

### 4. Certifications

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

### 5. Worker Protections

1. Worker Information Posters
  - A contractor who uses the H-2B program to meet its temporary employment needs must post and maintain the H-2B poster (WH-1505) in a conspicuous location accessible to workers at the job site.
  - The contractor shall display and maintain the MSPA poster (WH-1376) on the job site in a conspicuous location accessible to workers during the contract performance period.
2. Personal protective equipment



- 29 CFR 1910 Subpart I, OSHA's General Industry personal protective equipment (PPE) standard contains the general requirements for the provision of personal protective equipment and requires employers to perform a hazard assessment to select appropriate PPE for hazards that are present or likely to be present in the workplace. OSHA requires that many categories of personal protective equipment meet or be equivalent to standards developed by the American National Standards Institute (ANSI).
- Before a worker begins operating equipment, the contractor shall train the workers on the safe operation and use of the equipment
- The contractor shall provide the appropriate personal protective equipment for the work required to be performed in the contract, wherever necessary by reason of hazards or processes encountered that may cause injury or impairment in the function of any part of the body. Except for foot protection, all PPE must be provided by the employer at no cost to the employee. Includes:
  1. Head Protection
  2. Hearing Protection
  3. Eye/Face Protection
  4. Leg Protection
  5. Foot Protection
  6. Hand Protection
- PPE must be sanitary and in reliable condition. Do not use defective or damaged PPE. PPE must be inspected prior to use on each work shift to ensure it is in serviceable condition.
- A checklist of applicable PPE guidelines typical for the work performed under this contract is provided. This does not relieve the contractor of the responsibility of performing a risk assessment or providing the necessary PPE for their operations.

#### Reference

<https://www.osha.gov/SLTC/personalprotectiveequipment/index.html>  
<https://www.osha.gov/SLTC/personalprotectiveequipment/index.html> or OSHA 3151-12R 2003 Personnel Protective Equipment Booklet. The booklet can be found at <https://www.osha.gov/Publications/osha3151.pdf>.

Manual Logging and Forestry Related activities:

<https://www.osha.gov/SLTC/etools/logging/manual/logger/personal equip.html>

General Machine and Vehicles Logging and Forestry Related activities:

<https://www.osha.gov/SLTC/etools/logging/mechanical/machines.html>

3. Field Sanitation.

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

6. Employment Requirements

Fact Sheets with relevant information may be found at <http://www.dol.gov/WHD/fact-sheets-index.htm>.

1. Contractors employing workers in forestry related work are required to comply with wage and payroll standards and recordkeeping requirements. Refer to Fact Sheet #63: Application of Federal Labor Laws to Reforestation found on the DOL Wage and Hour Division webpage.
2. Contractor Employee List. Contractors are required to maintain and provide upon request an active list of all employees performing work on the job site under this contract. The Employee List will identify employees by full name (aliases), supervisory duties if applicable, and appropriate labor Occupation Code for work performed under the Service Contract Act Wage Rates applicable to this contract. If Subcontractors are utilized, all tiers of subcontractor(s) are responsible for providing the same information for their employees to the Prime for submittal to the Contracting Officer.

7. Transportation

1. The contractor shall be registered to transport employees, unless employees provide their own transportation or carpool by their own arrangement in one of their own vehicles. Authorization for each vehicle that will be used to transport employees must appear on the contractor's certificate. If the contractor directs or requests employees to carpool, the registration requirement is applicable. Any driver, who transports workers for a fee or at the direction of the contractor, shall be registered as an FLC or an FLC employee.

2. See Fact Sheet #50: Transportation under the MSPA, for more information about the vehicle safety standards, driver's licensing requirements, and vehicle insurance requirements. Note that separate transportation requirements may apply if there are H-2B workers.

## 8. Housing

1. The authorization to furnish housing, other than commercial lodging certified by a health authority or other appropriate agency, must appear on the contractor's certificate. Contractors should contact their local Wage and Hour Division of the DOL for further information on the requirements of the Act.
2. Camping Requirements. The Forest Service (FS) has various camping opportunities. Check with local FS unit for camping requirements, camping permits may be required. Verify local fire restriction policies. If camps will be used to house workers subject to MSPA, they are also subject to the temporary labor camp standards at 29 CFR 1910.142. The Forest Service reserves the right to terminate a camping permit at any time. These requirements are in addition to those contained in or provided for under any other applicable clause in this contract. Any violation of these conditions constitutes a breach of contract and may result in revocation of camping approval.
  - Every structure used as shelter must provide protection from the elements. Where adequate heat is not provided, make other arrangements to protect workers from the cold. Cut firewood only after a District Firewood Permit is obtained.
  - The campsite must not encroach beyond the boundaries designated by the Forest Service. The campsite location must minimize impacts on streams, lakes, and other bodies of water. Camping is not permitted within developed recreational sites or along primary recreational roads.
  - The campsite must have a clean appearance at all times. Upon abandonment of any campsite, or termination, revocation, or cancellation of camping privileges, the contractor shall remove, within 10 calendar days, all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in the camping permit. Structures or improvements the contractor fails to remove within the 10 calendar day period becomes the property of the United States, however, the contractor remains liable for the cost of the removal and restoration of the site.

- Unless otherwise designated by the CO, the use of the area is not exclusive and may be granted to other permittees, contractors, or recreating public. Disorderly conduct is not permitted.
- Damaging or removing any natural feature or other property of the Forest Service is prohibited.
- Servicing of equipment in the campsite is not permissible unless the campsite is within the project area.
- Provide sanitary facilities for storing food. Provide ice chests or coolers, with ice supply made from potable water, and replenish as necessary. Provide sufficient storage for perishable food items.
- Provide an adequate and convenient potable water supply in each camp for drinking and cooking purposes.
- Provide adequate toilet facilities and toilet paper for the capacity of the camp. Service and maintain facilities in a sanitary condition.
- Collect, store, and dispose of garbage in a manner to discourage rodent access, minimize attraction of flies, and prevent scattering by wind
- Maintain basic first aid supplies available, which must be under the charge of a person trained to administer first aid.

The basic supplies must include:

- Gauze pads (at least 4x4 inches)
- Two large gauze pads (at least 8x10 inches)
- Box adhesive bandages (such as band-aids)
- One package of gauze roller bandage (at least 2-inches in width)
- Two triangular bandages
- Scissors
- At least one blanket
- Tweezers
- Adhesive tape
- Medical gloves, (latex or non-latex equivalent), and

- Resuscitation device such as resuscitation bag, airway, or pocket mask.
- Wash laundry in such a way that washing and rinsing will not pollute lakes, streams, or other flowing water.
- Dispose waste water away from living and eating areas and in such a way that minimizes pollution to lakes, streams, and other flowing water.
- The contractor shall take all reasonable precautions to prevent and suppress forest fires. Do not dispose of material by burning in open fires during the closed season established by law or regulation without the written permission from the Forest Service.
- If authorized to have an open fire, the Contractor shall comply with the following fire regulations:
  1. A shovel, axe or Pulaski, a 10-quart pail, which is full of water for immediate use, and a fire extinguisher with an Underwriters Laboratory (UL) rating of at least 1:A 10:BC is required.
  2. All fire rings or outside fireplaces must be approved by the Forest Service representative. The area must be cleared down to mineral soil for a distance of one foot outside of the ring or fireplace, and it must not have any overhanging material. Fire rings must be dismantled and material disposed prior to leaving the site.
  3. All generators and other internal combustion engines must be equipped with Forest Service approved spark arrestors and/or factory designed muffler and exhaust system in good working order. They will be located in a cleared area with the same requirements as in described in the previous paragraph.
  4. All fuel must be stored in UL approved flammable storage containers and be located at least 50 feet from any open flame or other source of ignition.

**SECTION D – CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

DESCRIPTION	NUMBER OF PAGES
State of California Department of Housing and Community Development Required Bid and Contract Language for Funding Provided Under Agreement 16-NDR-11694 (For Service Contracts Only)	3
State of California Standard Agreement Number 16-NDR-11693, Amendment 2 Executed	21
Minority and Women’s Business Enterprises Grantee Certification CDBG-NDR Technical Assistance	8
HUD 2022 Herbicide Release 1	1
HUD 2022 Herbicide Release 2	1
HUD 2022 Herbicide Release 3	1
HUD 2022 Herbicide Release 4	1
HUD 2022 Herbicide Release Overview	1
Fire Plan for Service Contracts	8
Wage Determination No. 2015-5665, Revision 19	14