

- (i) This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued.
- (ii) This solicitation is issued as a Request for Quotation (RFQ).
- (iii) The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2022-07.
- (iv) This procurement is set aside for small business. The NAICS code is 115310 and the Small Business Size Standard is 10 million.

**(v) Schedule of Items/Price Schedule**

<i>Item</i>	<i>Supplies/Services</i>	<i>Qty</i>	<i>Unit of Issue</i>	<i>Unit Price</i>	<i>Total Price</i>
0001	Drill 10,000 holes for planting. Holes need to be 10” to 12” in diameter and 2’ deep. <b>Work Period: 10/03/2022 – 10/14/2022.</b>	1	LS		
<i>Total</i>					\$

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

The Longley Drill project will involve drilling 10,000 holes within the Longley Restoration project area. These holes will be used for planting 1 gallon potted plants.

**Location**

The project is located on 1.5 miles of the Grande Ronde River approximately 3 miles from Hilgard (T 3S, R 36E, S 11 & 14).

Drill 10,000 holes for planting. Holes need to be 10” to 12” in diameter and 2’ deep. **Work Period: 10/03/2022 – 10/14/2022.**

A total of 10,000: 10”- 12” diameter by 2’ deep holes will be drilled within the Longley Restoration Project. Hole spacing will be approximately 8’ apart. All areas will be accessible for equipment and are located a maximum of .5 miles from existing roads. The work period is 10/03/2022 – 10/14/2022.

*Approximately 25% of the holes will need to be drilled over the streambank, within/adjacent to woody debris. In addition, if wet conditions occur, wheeled machines used for drilling will have traction issues. Therefore, the type of equipment used to drill the holes needs to be able*

*to accomplish the task of drilling over streambanks, within woody debris and have appropriate traction for onsite conditions.*

*Approximately, 33% of the holes will need to be drilled on the opposite side of the Grande Ronde River and/or side channels of the Grande Ronde River.*

All of the holes will be planted with one gallon potted seedlings under a different contract.

### **Work Hours and Timing:**

Work can occur on all days within the 10/3/22 – 10/14/22 work period. **A pace of 900 holes drilled a day is needed to complete the project within the work period.**

### **Mobilization**

Mobilization to the project and mobilization out at the completion of the project is incidental to the project work and will not be a separate pay item under this contract. The method of movement of equipment between project work sites is at the discretion of the contractor **except** movement along a paved road shall be by truck and trailer/lowboy, unless the equipment is rubber tracked.

### **Fueling**

Fueling should be completed 300' from live water. Appropriate spill containment materials need to be onsite.

### **Maintenance**

All equipment used shall be cleaned and leaks repaired prior to entering the project area. External oil and grease, along with dirt and mud would be removed prior to construction operations. Thereafter, equipment would be inspected daily for leaks or accumulation of grease, and fix any identified problems before entering streams or areas that drain directly into streams or wetlands. It is assumed that maintenance will be completed by the contractor on a daily basis.

### **Administration Information**

#### **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.

#### **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.

#### **SITE VISIT**

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.

Contractors may contact below for site visit inquiries:

**Name: Joe Platz**

**Telephone: 541-962-8571**

#### **FINAL CLEANUP**

Before final acceptance, all areas occupied by the Contractor in connection with the work shall be cleaned of all contractor's rubbish, excess materials, temporary structures, and equipment, and all parts of the work area shall be left in a neat and presentable condition.

#### **CERTIFICATION OF COMPLIANCE**

Contractor shall certify compliance with specific fire precautionary measures included in the attached Fire Protection and Suppression Forms. The certification shall be made prior to commencement of work and shall be updated if at any time during performance the conditions change. The Government may conduct verification inspections to ensure Contractor's compliance.

#### **ATTACHMENTS:**

**LONGLEY MEADOWS OVERVIEW MAP**

*r6\_fs\_6300\_52-FireProtectionSupression*

*Wage Determination 77-0079*

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

The project is located on 1.5 miles of the Grande Ronde River approximately 3 miles from Hilgard (T 3S, R 36E, S 11 & 14).

**(viii) 52.212-1 Instructions to Offerors – Commercial Products and Commercial Services (NOV 2021) (Provision)**

**Addenda to provision 52.212-1:**

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

**INSTRUCTIONS TO QUOTERS**

Submitting your quote. Submit your company's quote via e-mail utilizing either PDF or Word formats (8 Megabyte File Size Limitation). You may not submit more than one quote.

Terms and content of your quote. Your quote must be based on the terms of this RFQ. We may reject any quote that is not based on these terms in every respect. Your quote must contain all of the information described below.

**Information to be submitted.**

**Put the following information on the first page of your quote:**

RFQ Number: \_\_\_\_\_

Contractor \_\_\_\_\_ (Contractor's Name)

ADDRESS \_\_\_\_\_ (Street)

\_\_\_\_\_ (City-State-Zip)

POINT OF CONTACT \_\_\_\_\_ (Name/Title)

PHONE NO. \_\_\_\_\_

E-MAIL \_\_\_\_\_

UEI NUMBER \_\_\_\_\_

**Beginning on the second page of your quote, provide the following information in the following order:**

1. All quotes shall include a statement regarding the terms and conditions herein as follows:

**"The terms and conditions in the RFQ are acceptable to be included in the award document without modification, deletion, or addition."**

OR

**"The terms and conditions in the RFQ are acceptable to be included in the award document with the exception, deletion, or addition of the following:"**

Quoter shall list exception(s) and rationale for the exception(s).

2. **ACKNOWLEDGMENT OF AMENDMENTS:** The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE

Add rows as needed.

The above amendment section must be filled-out in the event that an Amendment(s) is sent to the offeror or posted to <https://www.sam.gov/SAM/> and must be returned with the RFQ package. Failure to acknowledge amendment(s) may constitute the rejection of the quote.

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

1) Quoter must have an active entity registration in the System for Award Management in order to submit an offer.

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

a) Technical Quote:

The Comparative assessment of the following items:

**1) Relevant Past Performance:**

Relevant past performance is a measure of the degree to which an offeror, as an organization, has satisfied its customers. Each offeror will be evaluated on their performance under existing prior contracts of a similar size and complexity. The Government may research offeror performance on any federal, state, local, and commercial contract performance of the offeror that is known to the Government, but not included on the submitted Performance Information. Additionally, personal experience and evaluator knowledge of offeror performance may be utilized.

Provide three to five past performance references, these references shall include a point of contact, the contract value, date of the contract, a brief description, and contract value.

Recent is defined as the within the last five years. Relevant is defined as forest restoration and riparian planting type work.

**2) Operations Plan:**

Provide an Operations Plan that should be in as much detail as the offeror considers necessary to fully explain the proposed technical approach or methods to accomplish the required work. The technical quote should reflect a clear understanding of the nature of the work being undertaken, how this project will be completed, and the coordination of all aspects of the project.

**3) Key Personnel**

The Contractor shall assign key personnel that are qualified to operate the type of equipment required for the work activities and list the qualifications each personnel obtain.

**4) Equipment**

Please identify the types of equipment that are proposed for use as well as the availability of each piece. Equipment will be evaluated to ensure that it can handle work requirements and transportation of material. The offeror should include the type of equipment (provide the fly wheel power, operating weight, make, model, condition of equipment, and hours on each piece of equipment) that will be used to perform the work.

**5) Price**

b) Price Quote – Include the following: 1) completed, signed, 2) Acknowledge any amendments issued on sam.gov for this solicitation by completing and signing the acknowledgement of amendments, and 3) Include the completed price schedule.

c) Representations and Certifications – Fill in the check boxes for provisions 52.204-24, 52.212-3, and Employment of Eligible Workers-Workforce Certification.

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

4) Address questions about this solicitation to Thomas Lucas at Thomas.Lucas@usda.gov.

***Addenda to Provision 52.212-1 paragraph (f) Late submissions:***

Replace (f)(2)(i) with the following:

Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. Delete 52.212-1 (f)(2)(i) paragraphs A, B, & C.

**(ix) 52.212-2 Evaluation – Commercial Products and Commercial Services (NOV 2021) (Provision)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

A Comparative assessment of the following elements: 1) Relevant Past Performance, 2) Operations Plan, 3) Key Personnel, 4) Equipment, 5) Price.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

**(x) Representations and Certifications (complete highlighted items in this section and return with your offer)**

**VENDOR NAME:** \_\_\_\_\_

**VENDOR UEI:** \_\_\_\_\_

**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021) (Provision)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".



(d) Representation. The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

**52.212-3 Offeror Representations and Certifications – Commercial Products and Commercial Services (MAY 2022) (DEVIATION JUL 2020) (Provision)**

*[If Offeror Representations and Certifications are not complete in SAM the offeror shall submit a completed copy of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, with your offer. The full provision is available from <http://www.acquisition.gov/far/>.*

*If Offeror Representations and Certifications are complete in SAM, the offeror shall complete the following:]*

(b)(1) *Annual Representations and Certifications.* Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs [REDACTED].

*[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any. Write "None" if there are no changes needed to your online reps and certs.]*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

#### **Employment of Eligible Workers - Workforce Certification (Provision)**

Contractors are required to provide certification under this solicitation in compliance with the Migrant and Seasonal Agricultural Workers Protection Act (MSPA) and Farm Labor Contractor (FLC) Certificate of Registration requirements describing the workforce they will utilize to fulfill the contract requirements under this solicitation and any resulting contract. If the Contractor will supply workers under the H-2B Program, the Contractor is required to provide a copy of the Temporary Employment Certificate issued by DOL.

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

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

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

☐ Company will be utilizing H2B Workers (under any resulting contract of this solicitation. Provide a copy of Temporary Employment Certificate.) MSPA Workers: (<http://www.dol.gov/whd/mspa/>)

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

☐ Certifies has valid FLC certificate of registration. (Attach a copy of current certification.) Authorization includes:

☐ Transporting workers

☐ Driving

☐ Housing workers

☐ Company has applied for a Certificate of Registration on \_\_\_\_\_.

Contractors not currently having obtained a certificate (for each partner, if partnership) will be requested to furnish proof of having obtained a Certificate of Registration prior to award of contract. If the contractor does not provide the required Certificate in a reasonable timeframe, the contractor will not be eligible for the contract award. Partnerships must furnish proof of registration of their assumed business name, if any, with the State of registration.

State of \_\_\_\_\_ No. \_\_\_\_\_

Information about licensing requirements and procedures may be obtained from the following:

I, on behalf of said Company, certify to the above responses.

<b>SIGNATURE:</b>	<b>DATE:</b>
<b>PRINTED NAME:</b>	<b>TITLE:</b>

**(xi) 52.212-4 Contract Terms and Conditions – Commercial Products and Commercial Services (NOV 2021) (DEVIATION 2017-1)**

**(xii) 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders– Commercial Products and Commercial Services (MAY 2022) (DEVIATION 2017-1, DEVIATION APR 2020, and 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) 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Jun 2020) (**DEVIATION 2017-1**)
- ☒ (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ☐ (6) [Reserved].
- ☐ (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☐ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☒ (9) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101note).
- ☐ (10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- ☐ (11) [Reserved].
- ☐ (12) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021) (15 U.S.C.657a).
- ☐ (13) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Sep 2021) 15 U.S.C. 657a).
- ☐ (14) [Reserved]
- ☒ (15) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C.644).
  - ☐ (ii) Alternate I (Mar 2020) of 52.219-6.
- ☐ (16) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
  - ☐ (ii) Alternate I (Mar 2020) of 52.219-7.
- ☐ (17) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (18) (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.
- ☐ (19) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
  - ☐ (ii) Alternate I (MAR 2020) of 52.219-13
- ☐ (20) 52.219-14, Limitations on Subcontracting (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.
- ☐ (21) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021) (15 U.S.C. 657f).
- ☒ (23) (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.
- ☐ (24) 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)).
- ☐ (25) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Sep 2021) (15 U.S.C. 637(m)).
- ☐ (26) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- ☐ (27) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).
- ☒ (28) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
- ☒ (29) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2022) **(DEVIATION JUL 2020)** (E.O.13126).
- ☐ (30) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ☒ (31) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
  - ☐ (ii) Alternate I (Feb 1999) of 52.222-26.
- ☐ (32) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
  - ☐ (ii) Alternate I (Jul 2014) of 52.222-35.
- ☒ (33) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C.793).
  - ☐ (ii) Alternate I (Jul 2014) of 52.222-36.
- ☐ (34) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- ☐ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☐ (36) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
  - ☐ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter78 and E.O. 13627).

- ☐ (37) 52.222-54, Employment Eligibility Verification (May 2022). (Executive Order 12989).  
(Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- ☐ (38) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
  - ☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (39) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ☐ (40) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ☐ (41) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
  - ☐ (ii) Alternate I (Oct 2015) of 52.223-13.
- ☐ (42) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
  - ☐ (ii) Alternate I (Jun 2014) of 52.223-14.
- ☐ (43) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- ☐ (44) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
  - ☐ (ii) Alternate I (Jun 2014) of 52.223-16.
- ☒ (45) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- ☐ (46) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ☐ (47) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- ☐ (48) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
  - ☐ (ii) Alternate I (Jan 2017) of 52.224-3.
- ☒ (49) 52.225-1, Buy American-Supplies (Nov 2021) (41 U.S.C. chapter 83).
- ☐ (50) (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.
- ☐ (51) 52.225-5, Trade Agreements (Oct 2019) **(DEVIATION JUL 2020)** (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (52) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

- ☐ (53) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (54) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (55) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
- ☐ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C.4505, 10 U.S.C.2307(f)).
- ☐ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C.4505, 10 U.S.C.2307(f)).
- ☒ (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).
- ☐ (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).
- ☐ (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C.3332).
- ☒ (62) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Nov 2021) (**DEVIATION APR 2020**) (31 U.S.C.3332).
- ☐ (63) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
- ☐ (65) (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 [5332](#).

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



<b>Employee Class</b>	<b>Monetary Wage/Fringe Benefits</b>
Heavy Equipment Operator WG-8	<i>22.33/*</i>
Crew Leader GS-5	<i>16.27/*</i>
Forestry Tech GS-5	<i>16.27/*</i>

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

Paid Holidays - 10 per year: New Year's Day, Martin Luther King, Jr's Birthday, Washington's Birthday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day Vacation - 13 days paid vacations per year up to 3 years of service, 20 days after 3 years of service, and 26 after 15 years of service. Retirement - 7 percent basic hourly rate.

- ☐ (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 (May 2022) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

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

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

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

**(xiii) Additional Requirements/Terms and Conditions:**

**Clauses:**

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

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

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

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

**52.242-15 Stop-Work Order (AUG 1989)**

**52.242-17 Government Delay of Work (APR 1984)**

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

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

Federal Acquisition Regulation (FAR) Clauses:

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

Department of Agriculture Acquisition Regulation (AGAR) Clauses:

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

Deviations to clauses may be viewed at: [Policies & Regulations | USDA](#)

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

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

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

#### **452.204-70 Modification for Contract Closeout (DEVIATION JUL 2022)**

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

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

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

#### **452.211-74 Period of Performance (FEB 1988)**

The period of performance of this contract is from Award through 10/14/2022.

**Note the active work period is 10/3/2022-10/14/2022.**

**452.215-73 Post Award Conference (NOV 1996)**

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

**452.236-73 Archaeological or Historic Sites (FEB 1988)**

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

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

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

A. A Spill Prevention Control and Containment Plan (SPCCP). The contractor would be required to have a written SPCCP, which describes measures to prevent or reduce impacts from potential spills (fuel, hydraulic fluid, etc.) The SPCCP should contain a description of the hazardous materials that would be used, including inventory, storage, handling procedures; a description of quick response containment supplies that would be available on the site (e.g. a silt fence, straw bales, oil-absorbing pads, floating boom whenever surface water is present).

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

C. Mechanized equipment shall have the appropriate spill containment equipment.

D. Staging areas would be designated as far as possible from streams (because of the confined canyon, a staging area of 300' slope distance will not always be possible to achieve). These staging areas would be used for fueling, equipment storage, and maintenance.

E. All equipment used for instream work shall be cleaned and leaks repaired prior to entering the project area. External oil and grease, along with dirt and mud would be removed prior to construction operations. Thereafter, equipment would be inspected daily for leaks or accumulation of grease, and fix any identified problems before entering streams or areas that drain directly into streams or wetlands.

G. The time that heavy equipment is in stream channels would be minimized as much as possible.

**AGAR 452.236-77 EMERGENCY RESPONSE (NOV 1996)**

**A. Contractor's Responsibility for Fire Fighting**

1. The Contractor, under the provisions of FAR clause 52.236-9, PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES AND IMPROVEMENTS, shall immediately extinguish all fires on the work site other than those fires in use as a part of the work.
2. The Contractor may be held liable for all damages and for all costs incurred by the Government for labor, subsistence, equipment, supplies and transportation deemed necessary to control or suppress a fire set or caused by the Contractor or the Contractor's agents or employees.

**B. Contractor's Responsibility for Notification in Case of Fire** The Contractor shall immediately notify the Government of any fires sighted on or in the vicinity of the work site.

**C. Contractor's Responsibility for Responding to Emergencies**

When directed by the Contracting Officer, the Contractor shall allow the Government to temporarily use employees and equipment from the work site or emergency work (anticipated to be restricted to fire fighting). An equitable adjustment for the temporary use of employees and equipment will be made under the Changes clause, FAR 52.234-5.

**NOTE:**\* Fire Protection Requirements The Contractor shall comply with the Fire Protection and Suppression (Eastside) Requirements, Form R6-FS-6300-52 (May 1989), which are attached hereto.

**452.237-74 Key Personnel (FEB 1988)**

(a) The Contractor shall assign to this contract the following key personnel: Qualified Operator.

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

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

### **NOXIOUS WEED CONTROL**

In order to prevent the potential spread of noxious weeds onto National Forest lands, the Contractor shall: furnish the Forest Service with proof of weed-free equipment.

All equipment and vehicles to be used at the job site shall be cleaned and certified free of noxious weeds and their seeds prior to entrance onto the National Forest. The restriction shall include equipment and vehicles intended for off-road use as well as on road use, whether they are owned, leased, or borrowed by the contractor or subcontractor.

Cleaning shall consist of the removal of all dirt, grease, debris, and materials that may harbor noxious weeds and their seeds. This may require the use of a pressure hose.

Cleaning shall occur off Federal lands.

Equipment, materials, and vehicles shall be visually inspected by a designated inspector, and certified in writing to be reasonably clean and weed free. Inspections will take place at a location designated by the Contracting Officer in advance of equipment and material arrival. Equipment and vehicles shall proceed directly to the job site following the inspection. Materials to be used on the project shall be delivered to the project after inspection and approval.

Certification shall remain valid for each identified piece of equipment or vehicle only for the duration of the specified project and only as long as the vehicle or equipment remains at the job site. Equipment and vehicles (except passenger vehicles) that leave the job site shall be re-certified as weed free before they are allowed to return to the job site or re-enter the National Forest.

### **Provisions:**

#### **52.204-7 System for Award Management (OCT 2018)**

#### **52.204-16 Commercial and Government Entity Code Reporting (AUG 2020)**

#### **52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) Provisions:

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

Department of Agriculture Acquisition Regulation (AGAR) Provisions:

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

Deviations to provisions may be viewed at: [Policies & Regulations | USDA](#)

#### **52.252-5 Authorized Deviations in Provisions (NOV 2020)**

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

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

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

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

*Quotes are due 8/25/2022 @ 1 PM PDT via email to [thomas.lucas@usda.gov](mailto:thomas.lucas@usda.gov)*

**(xvi) Government Point of Contact**

*Direct all questions in writing to:*

*Thomas Lucas Contracting Officer*

*[Thomas.Lucas@usda.gov](mailto:Thomas.Lucas@usda.gov)*

*458-245-0361*