

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

1. REQUISITION NUMBER  
R9453120006

PAGE 1 OF 27

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NUMBER 5. SOLICITATION NUMBER P12PS22595 6. SOLICITATION ISSUE DATE 06/27/2012

**7. FOR SOLICITATION INFORMATION CALL:** a. NAME Hal T. Hoversten b. TELEPHONE NUMBER (No collect calls) (360) 569-6542 ext. 8. OFFER DUE DATE/ LOCAL TIME 07/23/2012 12:00 am

9. ISSUED BY PWR - MORA Mount Rainier NP National Park Service, 55210 238th Ave. East Ashford, WA 98304-9751 TEL: (360) 569-2211 ext. 3336 FAX: (360) 569-2180 ext. CODE 94500

10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE: 100.00% FOR:  SMALL BUSINESS  EMERGING SMALL BUSINESS  HUBZONE SMALL BUSINESS  8(A)  SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS NAICS: 115310 SIZE STANDARD: 5,000,001-10,000,000

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

15. DELIVER TO PWR - MORA Mount Rainier NP L-201 Park Warehouse Longmire, WA 98397 Attn: "RECEIVING" CODE 94500

16. ADMINISTERED BY PWR - MORA Mount Rainier NP 55210 238th Avenue East Ashford, WA 98304-9751 CODE 94500

17a. CONTRACTOR/OFFEROR No Contractor Information Available CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY PWR - MORA Mount Rainier NP 55210 238th Avenue East Ashford, WA 98304-9751 Pierce CODE 94500

TELEPHONE NO. 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN  OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. 29. AWARD OF CONTRACT: REF. OFFER  DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 30b. NAME AND TITLE OF SIGNER (Type or print) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (Type or print) 31c. DATE SIGNED

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

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
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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
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

<b>Line Item Summary</b>	<b>Document Number</b> P12PS22595	<b>Title</b> MORA-NCR-Haz Tree FY12	<b>Page</b> 3 of 27
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<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
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All vendors must be registered and have active profiles at the following websites prior to the close date of this solicitation:  
<https://www.bpn.gov/ccr/>  
<https://orca.bpn.gov/>

0001	Topping of designated hazard trees	05/31/2013	20.00	ea	\$ _____	\$ _____
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(10/01/2012 to 05/31/2013)

provide tree-by-tree bid for topping designated trees and associated services, as specified in the Statement of Work.

Ref Req No: R9453120006

0002	Felling of designated hazard trees	05/31/2013	10.00	ea	\$ _____	\$ _____
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(10/01/2012 to 05/31/2013)

Provide tree-by-tree bid for felling designated trees and associated services, as specified in the Statement of Work.

Ref Req No: R9453120006

Federal Tax Exemption #53-0197094  
The Government reserves the right to cancel this RFQ at any time.

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## COMMERCIAL CLAUSES

### 1 PERFORMANCE WORK STATEMENT

#### PERFORMANCE WORK STATEMENT

Mount Rainier National Park  
Hazard Tree Topping, Felling, and Associated Services

#### SECTION 1 - GENERAL INFORMATION

##### 1.1 Scope of Work

The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items necessary to top, limb, or fell designated hazard trees and treat stumps as specified in this performance work statement. The contractor shall perform to the standards in this contract. The estimated quantity of work is presented in Technical Exhibit 2 - List of Trees to be Felled, and Technical Exhibit 3 - List of Trees to be Topped. Actual quantity of work may vary from that shown in Technical Exhibits 2 and 3 by  $\pm 20\%$ .

##### 1.2 Contractor Personnel

###### 1.2.1 Project Manager

The contractor shall provide a project manager who shall be responsible for the performance of the work. The name of this person, and an alternate or alternates, who shall act for the contractor when the manager is absent, must be designated in writing to the contracting officer.

1.2.1.1 The project manager or alternate must have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

1.2.1.2 The project manager or alternate must be available during normal work hours to meet in the park with government personnel (designated by the contracting officer) to discuss problem areas.

###### 1.2.2 Employee Training

The contractor shall ensure that employees performing tree work are fully trained to current arboricultural industry standards for each task they undertake. Contractor employees engaged in felling, topping, climbing, and rigging of trees must have current International Society of Arboriculture, Tree Care Industry Association, or equivalent professional certification in those activities before starting work under this contract. Contractor employees operating winches, power tools and heavy machinery must be fully trained and proficient in the use of this equipment.

##### 1.3 Commencement

Period of performance shall begin on October 1, 2012. Because the performance of tree work must be coordinated with other NPS work groups providing site security and debris cleanup support, the contractor shall provide the COR with a site-by-site task completion schedule at least 10 business days prior to the start of work. The contractor is expected to adhere to this schedule, excepting for postponement and subsequent rescheduling of work activities due to inclement conditions described in section 1.5. All work under this contract, including any modifications, shall be completed by May 31, 2013.

##### 1.4 Hours of Operation

All work performed under this contract shall occur during daylight hours, Monday through Friday. No work shall be allowed on Saturdays, Sundays, and federal holidays.

##### 1.5 Working Conditions

Felling and topping of trees shall not be performed in wind conditions that will interfere with the faller's ability to control the direction of a tree's fall. No work activities under this contract shall be performed in sustained winds greater than 25 mph, in whiteout conditions, in an area under active flood warning, or when snow depth or avalanche conditions prohibit safe access to the work site.

##### 1.6 Safety

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1.6.1 All operations under this contract shall be conducted in accordance with ANSI Z133.1-2006 Tree Care Safety Standards, and all federal OSHA, state and local safety requirements. Where OSHA regulations and ANSI standards conflict, OSHA regulations will take precedence.

1.6.2 The contractor shall ensure the use by its employees of all required personal protective equipment including hard hats, work boots, safety glasses or goggles, hearing protection, gloves, chaps, ropes, harnesses, etc. Contractor employees shall wear ANSI 107-2004 Class 2 high visibility vests while conducting operations in or adjacent to roadways or parking areas.

1.6.3 No one except the operator shall be within 10 feet of a power saw. All gasoline and diesel powered equipment, including but not limited to trucks and chainsaws, shall be equipped with spark arresters.

1.6.4 If at any time the COR or designated park representative determines that the work is being conducted in an unsafe manner, the contractor will be notified and shall immediately cease all work activities.

### 1.7 Environmental Compliance

1.7.1 The contractor shall be responsible for the immediate cleanup of any spillage or leakage of fuel, oil, or any other substance. All spills or leaks shall be reported to COR immediately.

1.7.2 All equipment intended for use on this project must be cleaned prior to its arrival in the park and free of all plant materials (plant parts and propagules) upon entry.

1.7.3 The contractor shall repair all ground disturbances, with the exception of those resulting from woody debris falling into undeveloped vegetated areas.

### 1.8 Quality Assurance

According to the Inspection of Services Clause (FAR52.246-4), the government will evaluate the contractor's performance under this contract. For those tasks listed in the Performance Requirements Summary (Attachment 1), the COR or a designated government inspector will follow the method of surveillance specified in this contract, and will record all surveillance observations. When an observation indicates deficient performance, the COR or designated government inspector will require the project manager or representative at the site to initial the observation. The initialing of the observation does not necessarily constitute concurrence with the observation, only that he or she has been made aware of the deficient performance. Government surveillance of tasks not listed in the PRS or by methods other than those listed in the PRS (such as provided for by the Inspection of Services clause) may occur during the performance period of this contract. Such surveillance will be done according to standard inspection procedures or other contract provisions. Any action taken by the contracting officer as a result of surveillance will be in accordance with the terms of this contract.

#### 1.8.1 Performance Evaluation Meetings

The contracting officer may require the project manager to meet with the contracting officer, contract administrator, COR, and other government personnel as deemed necessary. The contractor may request a meeting with the contracting officer when he or she believes such a meeting is necessary.

#### 1.8.2 Optional Pre-bid Site Visit

The site visit will begin in Longmire at 9:00 am on July 12, 2012. Prospective bidders will follow a designated Park Service employee to the various treatment sites in the park to view trees included in the treatment lists. Although attendance is not mandatory, participation in the site visit will aid prospective bidders in their development of quotes for the work of this project. Please note that the Government will not be responsible for providing transportation, or reimbursement for travel or other expenses, to prospective bidders or other attendees of the site visit.

### 1.9 Travel, Lodging and Meals

The contractor shall be responsible for all travel, lodging, and meal expenditures for all personnel under their employ involved in the work under this contract.

## SECTION 2 - DEFINITIONS

### 2.1 General Definitions

#### 2.1.1 Deficient Service

A service output that does not meet the standard of performance requirement specified in the contract for that service.

#### 2.1.2 Performance Requirements Summary

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A listing of the service outputs under the contract that are to be evaluated by the COR or designated park representative on a regular basis, the surveillance methods to be used for these outputs, and the performance requirements of the listed outputs.

### 2.1.3 Quality Assurance

A planned and systematic pattern of all government actions necessary to provide confidence that adequate technical requirements are established; products and services conform to established technical requirements; and satisfactory performance is achieved. Quality assurance refers to actions by the government assurance functions for a contracted service.

### 2.1.4 Quality Control

Those actions taken by a contractor to control the production of outputs to ensure that they conform to the contract requirements.

## 2.2 Technical Definitions

### 2.2.1 DBH (Diameter at Breast Height)

A tree stem's width at a height of at 1.4 m (4.6 ft) above the ground; on sloped ground, this reference point is applied to the uphill side of the stem.

### 2.2.2 Debris (also: treatment debris, woody debris)

Includes all downed material resulting from hazard tree treatments: limbs, twigs, foliage, fragmented pieces of a tree, and logs.

### 2.2.3 Fell

To remove most or all of the vertical structure of a tree leaving a stump less than or equal to 4 feet in height.

### 2.2.4 Flush-cut

To leave a stump less than or equal to two inches in height.

### 2.2.5 Root Collar

The transition zone between stem and root at the ground line of a tree.

### 2.2.6 Top

To remove the upper portion of a tree, leaving a stump greater than or equal to 10 feet in height.

### 2.2.7 Treatment

Physical alteration of a tree to either 1) mitigate the hazard it presents to persons and facilities, or 2) create the appearance of natural trunk breakage on the cut end of a stump, as illustrated in Technical Exhibit 5 - Quality Standards.

### 2.2.8 Tree Work

Topping, felling, limbing, climbing and rigging, and other treatment activities.

## SECTION 3 - GOVERNMENT-FURNISHED EQUIPMENT AND SERVICES

### 3.1 General Information

3.1.1 The government will provide portable radios for communication between government representatives and contractor personnel during the performance of work under this contract.

3.1.1.1 The number of radios issued will be determined on a day-to-day basis by the COR or designated representative as appropriate for the work site or tasks being performed.

3.1.1.2. One radio shall always be issued to the project manager or designated work site supervisor.

3.1.1.3 Radios will be issued by the COR or designated representative at the start of each project work day. Radios must be returned to the COR or designated representative at the end of each project work day.

3.1.1.4. Contractor personnel must adhere to instructions provided by the COR or designated representative regarding proper use of the radios.

3.1.1.5. The cost of radios lost or damaged by contractor personnel will be assessed to the contractor and deducted from the final payment for this contract.

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**SECTION 4 - CONTRACTOR-FURNISHED ITEMS AND SERVICES**

**4.1 General Information**

Except for those items or services specifically stated in Section 3 as government furnished, the contractor must furnish everything needed to perform this contract according to all its terms.

**SECTION 5 - SPECIFIC TASKS**

**5.1 General Information**

The contractor must provide all personnel, equipment, tools, materials, supervision, and other items necessary to fell or top designated hazard trees and treat stumps as specified in this performance work statement. The contractor must perform to the standards in this contract.

**5.2 Fell Designated Hazard Trees**

The contractor shall fell all trees for which this type of treatment is specified. Felling involves removing all of a tree's vertical structure, leaving a stump less than 4 feet in height.

5.2.1 Trees shall be felled in a manner that causes no damage to structures or to any government, concessionaire or visitor property, and no injury to persons.

5.2.2 Trees may be felled by any means other than those involving explosives (park policy does not permit the use of explosives by non-government personnel).

5.2.3 Trees designated for felling that are less than or equal to 18 inches DBH shall be flush cut, and the final stump face made flat and parallel to the ground surface.

5.2.4 Trees designated for felling that are between 20 and 30 inches DBH shall be cut to a height less than 2 feet above the root collar, and the final stump face made flat, with no sharp extrusions remaining.

5.2.4 Trees designated for felling that are greater than or equal to 40 inches DBH shall be cut to a height less than 4 feet above the root collar, and the final stump face made flat, with no sharp extrusions remaining.

5.2.5 If the contractor cannot complete felling a tree as specified, that tree may be withdrawn from the treatment list by the COR or designated park representative, and the amount of the bid for that tree shall be deducted from the final payment to the contractor.

**5.3 Top Designated Hazard Trees**

The contractor shall top all trees for which this type of treatment is specified. Topping involves reducing the height of a tree to a point at which it cannot deposit branches or trunk sections (its own or those of another tree through impact) onto frequently or intermittently occupied targets. The objective of topping is to leave a high stump or short snag that will serve as wildlife habitat and provide aesthetic vertical structure without presenting a risk for damage to nearby facilities.

5.3.1 Trees shall be topped in a manner that causes no damage to structures or to any government, concessionaire or visitor property, and no injury to persons.

5.3.2 Trees may be topped by any means other than those involving explosives (park policy does not permit the use of explosives by non-government personnel).

5.3.3 A tree designated for topping that is within striking distance of administrative, concessionaire or visitor facilities (buildings, utility structures, bridges, parking lots, information kiosks, roadside parking pullouts) shall be shortened to the extent that removes these facilities from target range as the remaining stump or snag decays and fragments.

5.3.4 A tree designated for topping that is within or immediately adjacent to campsites will be shortened to a height no greater than 15 feet and no less than 10 feet.

5.3.5 The final cut end of a topped tree shall be jagged to mimic the appearance of a natural stem breakage, as shown in Technical Exhibit 5 - Quality Standards.

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5.3.6 If the contractor cannot top a tree as specified, that tree may be withdrawn from the treatment list by the COR or designated park representative, and the amount of the bid for that tree shall be deducted from the final payment to the contractor.

## 2 REQUIRED SUBMITTALS.

Required Submittals:

1. **Completed and signed SF1449**, with amendments acknowledged (if any are posted).
2. **Completed Section B**, Price Schedule
3. **Technical Exhibit Pages 2 and 3 completed in full**, to include tree by tree bid prices on all pages.
4. **Past Performance**; a list of references for recent, similar jobs, including job description, value, and name, phone number, and e-mail address of contact.
5. **Key Personnel** to include a list of proposed subcontractors or staff members and brief description of tasks they will perform.

### OTHER REQUIREMENTS:

All offerors must:

Maintain a current and active profile in the Central Contractor Registration database ([www.ccr.gov/](http://www.ccr.gov/));

Have completed and updated the online submission of annual representations and certifications ([www.bpn.gov/orca](http://www.bpn.gov/orca)).

**Please note that incomplete packages will be considered non-responsive quotations and ineligible for acceptance.**

## 3 PAST PERFORMANCE

### PAST PERFORMANCE

Experience & Past Performance (Form 1)

**READ CAREFULLY:** The purpose of this form is for the Offeror to list construction projects performed during the past three (3) years that are similar to the work described in this solicitation. The number of projects listed shall not exceed ten and shall be numbered consecutively, beginning with the most recent project. Use this form to address your familiarity with the plans and specifications and with the competence criteria described in the Request for Proposal Instructions for the Submission of Offers and Other Information. Include Area Codes with all telephone numbers. Fill in the information by typing or printing legibly. It is especially important that the Offeror disclose instances in which their past performance may be considered by others to be less than fully satisfactory. The Offeror should tell their side of the story and describe remedial corrective action that has been taken or will be taken to correct the deficiency. Failure to do so may result in a determination that an Offeror has been less than candid with the Government, which could result in an unfavorable assessment of the Offeror's past performance record.

NAME OF CONTRACTOR/OFFEROR:

PROJECT NAME:

Project Location:

Name of Owner:

Address of Owner:

Telephone Number:

Project Value:

Dates of Construction:

### DESCRIPTION OF THE PROJECT AND SCOPE OF OFFEROR'S WORK

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### PERFORMANCE REMARKS

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DESCRIPTION OF THE PROJECT AND SCOPE OF OFFEROR'S WORK (continuation)

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PERFORMANCE REMARKS (continuation)

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#### 4 KEY PERSONNEL

##### KEY PERSONNEL

##### Key Personnel Experience & Qualifications

READ CAREFULLY: The purpose of this form is for the Offeror to list the qualifications of all key personnel as described in the Instructions, Conditions, and Notices to Offerors (Section L). Experience and qualifications include those job related training courses; certificates and licenses; honors; performance awards; and specialty skills that are relevant to the proposed project. Provide dates and supporting information, but do not send documents. Provide the state in which registration or license is held and the registration or license number (as applicable). Fill in the information by typing or printing legibly.

NAME OF CONTRACTOR/OFFEROR:

##### PERSONNEL INFORMATION:

Name:

Job Title:

Years of Experience With This Firm: Years of Experience With Other Firms:

##### EDUCATION AND PROFESSIONAL REGISTRATION:

Top Educational Level Obtained: Year:

Area of Specialization:

Professional Registrations:

Area of Specialization:

##### EXPERIENCE AND QUALIFICATIONS

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5 52.212-01 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

FEBRUAR  
Y 2012

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

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- (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) "Remit to" address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at FAR 52.212-03 (see FAR 52.212-03(b) for those representations and certifications that the offeror shall complete electronically);
  - (9) Acknowledgment of Solicitation Amendments;
  - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
  - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers. (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2)(i) 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, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--  
GSA Federal Supply Service Specifications Section

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Suite 8100  
470 East L'Enfant Plaza, SW  
Washington, DC 20407  
Telephone (202) 619-8925  
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the CCR database accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

6 52.212-02 EVALUATION - COMMERCIAL ITEMS

JANUARY  
1999

a)The Government intends to make a single award to the eligible, responsible, technically acceptable quoter whose quote, conforming to the solicitation, is determined most advantageous to the Government price, technical responsiveness, and past performance considered.

Technical and past performance, when combined, are equal to price.

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b) Quotations shall be evaluated on the basis of technical responsiveness to the requirements of this solicitation. The Government may elect to accept other than the lowest priced quotation when the perceived benefits of a higher priced proposal merit the additional cost. A price evaluation will be performed to determine the reasonableness of the proposed price. Reasonableness will be determined considering other competitive prices received and comparison to the independent Government estimate. Prices will also be evaluated to determine whether any line items/options are unbalanced. Quoters are cautioned to distribute costs appropriately.

c) The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Quoters lacking relevant past performance history will receive a neutral rating for past performance. However, the proposal of an quoter with no relevant past performance history, while rated neutral in past performance, may not represent the most advantageous proposal to the Government and thus, may be an unsuccessful proposal when compared to the proposals of other quoters.

7      52.252-02    CLAUSES INCORPORATED BY REFERENCE

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):

<https://www.acquisition.gov/far>

Clause	Title	Date
52.212-03	Offeror Representations and Certifications - Commercial Items	April 2012

8      52.212-04    CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS      FEBRUAR  
Y 2012

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) within a reasonable time after the defect was discovered or should have been discovered; and
- (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-01, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-01, Definitions, is incorporated herein by reference.

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(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

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(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall

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immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-05.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of Clause)

9      52.212-05      **CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS**      **APRIL 2012**

Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Apr 2012)

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

- (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).  
\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

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

[Contracting Officer check as appropriate.]

- \_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- \_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- \_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- \_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- \_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
- \_\_\_ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).
- \_\_\_ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).
- XX** (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- \_\_\_ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- \_\_\_ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657).
- \_\_\_ (11) [Reserved]
- XX** (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).  
\_\_\_ (ii) Alternate I (Nov 2011).  
\_\_\_ (iii) Alternate II (Nov 2011).
- \_\_\_ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).  
\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

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- \_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_\_ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- \_\_ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).
- \_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_ (iv) Alternate III (Jul 2010) of 52.219-9.
- \_\_ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- \_\_ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- \_\_ (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- \_\_ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).
- \_\_ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).
- \_\_ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).
- XX** (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- XX** (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- XX** (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- XX** (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- \_\_ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- \_\_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- \_\_ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- \_\_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_ (34) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- \_\_ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- \_\_ (ii) Alternate I (Dec 2007) of 52.223-16.
- XX** (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- \_\_ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- \_\_ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Mar 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, and Pub. L. 112-41).
- \_\_ (ii) Alternate I (Mar 2012) of 52.225-3.
- \_\_ (iii) Alternate II (Mar 2012) of 52.225-3.
- \_\_ (iv) Alternate III (Mar 2012) of 52.225-3.
- \_\_ (41) 52.225-5, Trade Agreements (Mar 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- XX** (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- XX** (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- \_\_ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- \_\_ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
- \_\_ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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\_\_ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

[Contracting Officer check as appropriate.]

**XX** (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of clause)

10 52.246-04 INSPECTION OF SERVICES--FIXED-PRICE

AUGUST  
1996

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

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

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

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may--

- (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

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

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

11 52.236-03 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK APRIL 1984

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to--

- (1) conditions bearing upon transportation, disposal, handling, and storage of materials;
- (2) the availability of labor, water, electric power, and roads;
- (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and

(5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

## 12 SERVICE CONTRACT ACT WAGE RATES.

WD 77-0209 (Rev.-42) was first posted on www.wdol.gov on 06/17/2011

Forestry and Land Management Services

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
| WASHINGTON, D.C. 20210

|  
Diane C. Koplewski | Division of Wage | Wage Determination No: 1977-0209  
Director | Determinations | Revision No: 42  
| Date Of Revision: 06/13/2011

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State: Washington  
Area: Washington Statewide  
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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

Forestry Industry

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
08010 - Brush/Precommercial Thinner	13.63	
08040 - Choker Setter	16.33	
08070 - Faller/Bucker	23.27	
08100 - Fire Lookout	10.39	
08160 - Forestry/Logging Heavy Equipment Operator	18.45	18.45
08190 - Forestry Technician	18.45	
08200 - Forestry Truck Driver	18.45	
08250 - General Forestry Laborer	13.62	
08280 - Nursery Specialist	16.89	
08310 - Slash Piler/Burner	10.39	
08340 - Tree Climber	15.25	
08370 - Tree Planter	13.63	
08400 - Tree Planter, Mechanical	13.63	

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 1 week paid vacation after 1 year of service with a contractor or successor; 2 weeks after 2 years; and 3 weeks after 5 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

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The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

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When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 52.236-13 ACCIDENT PREVENTION

NOVEMBER  
R 1991

(a) The Contractor shall provide and maintain work environments and procedures which will--

(1) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) Avoid interruptions of Government operations and delays in project completion dates; and

(3) Control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall--

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

G.2 1489.242.1 CONTRACT ADMINISTRATION  
00

APRIL 1984

Project Inspector for this contract will be:

Traci Degerman (360) 569-6765

traci\_degerman@nps.gov

Contract Specialist(s) responsible for administering this contract:

Hal Hoversten - (360) 569-6542

hal\_hoversten@nps.gov

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SECTION I -- CONTRACT CLAUSES

I.1      1452.228-      LIABILITY INSURANCE - DEPARTMENT OF INTERIOR      JULY 1996  
70

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

- \$100,000.00 each person
- \$500,000.00 each occurrence
- \$1,000,000.00 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

I.2      1489.236-      CONDUCT OF OPERATIONS      JANUARY 1988  
79

(a) At all times the Contractor shall conduct his organization in conformance with the rules and regulations promulgated by the Secretary of the Interior for the National Park Service, and with such appropriate regulations as the Superintendent may prescribe. Work on Saturdays, Sundays, Federal holidays or at night may be performed only with the prior consent of the Contracting Officer.

No signs or advertisements (except those specified herein) shall be displayed on the construction site or within the park except with approval of the Contracting Officer.

I.3      52.246-20      WARRANTY OF SERVICES      MAY 2001

(a) Definition. "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of acceptance by the government. This notice shall state either --

- (1) that the Contractor shall correct or reperform any defective or nonconforming services; or
- (2) that the Government does not require correction or reperformance.

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(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperfomed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

# TECHNICAL EXHIBITS

## Technical Exhibit 1 – Performance Requirements Summary

Required Service	Performance Indicator	Performance Standard	Acceptable Quality Level	Method of Surveillance
<b>Fell designated hazard trees</b>	Quality of work	Trees are felled to required specifications without injury to personnel or damage to structures. Damage to adjacent trees is limited to removal of limbs.	90% of designated trees are felled as specified	On-site inspection
	Completion of work as scheduled	Final stump heights meet specifications described in Section 5.2	100% of designated trees are felled without injury to personnel or damage to structures	
		Work is completed within specified time frame	90% of stumps are treated as specified	
			100% of work is completed within specified time frame	
Required Service	Performance Indicator	Performance Standard	Acceptable Quality Level	Method of Surveillance
<b>Top designated hazard trees</b>	Quality of work	Trees are topped to required specifications without injury to personnel or damage to structures. Damage to adjacent trees is limited to removal of limbs.	90% of designated trees are topped as specified	On-site inspection
	Completion of work as scheduled	Stumps are treated as specified in Section 5.3.5 and shown in Technical Exhibit 5	100% of designated trees are topped without injury to personnel or damage to structures	
		Work is completed within specified time frame	90% of stumps are treated as specified	
			100% of work is completed within specified time frame	

## Technical Exhibit 2 – Preliminary List of Hazard Trees to be Felled

<b>Cougar Rock Campground - 1 tree to be felled</b>									
Tree ID	Loop	Site	Species	Height	DBH	Reference Point	Bearing	Distance	Bid
CRCG-12-41	B	27	western hemlock	84	27.2	B27 post	24	29	
<b>Nisqually Entrance - 1 tree to be felled</b>									
Tree ID	Loop	Site	Species	Height	DBH	Reference Point	Bearing	Distance	Bid
NE-11-05			western hemlock	134	38.2	SW corner of wall around propane tank	281	44	
<b>Ohanapecosh Campground - 4 trees to be felled</b>									
Tree ID	Loop	Site	Species	Height	DBH	Reference Point	Bearing	Distance	Bid
OH-12-13	A	8	western hemlock	128	30.8	NW corner of A8 picnic table	297	66.5	
OH-12-33	A	25	western hemlock	190	30	A25 post	139	125.8	
OH-12-56	A	52	Douglas fir	114	25.7	A52 post	165	55.5	
OH-12-57	A	53	Douglas fir	141	22.9	A53 post	179	9.2	
<b>White River Campground - 4 trees to be felled</b>									
Tree ID	Loop	Site	Species	Height	DBH	Reference Point	Bearing	Distance	Bid
WR-10-13	A	11	western hemlock	85	33.1	A11 post	152	21	
WR-00-60	A	28	western hemlock	120	37.9	A28	250	37	
WR-00-84	B	15	western hemlock	115	34.9	B15	216	47	
WR-10-48	C		silver fir	130	30.7	W corner of restroom	314	100	

### Technical Exhibit 3 – Preliminary List of Hazard Trees to be Topped

<b>Cougar Rock Campground - 6 trees to be topped</b>										
<b>Tree ID</b>	<b>Loop</b>	<b>Site</b>	<b>Species</b>	<b>Height</b>	<b>DBH</b>	<b>Reference Point</b>	<b>Bearing</b>	<b>Distance</b>	<b>Mitigation Treatment</b>	<b>Bid</b>
CR-97-39	A	12	western hemlock	100	24.9	A12 post	226	5	remove dead portion of crown	
CRCG-12-38	E	22	silver fir	112	17.5	E22 post	292	18	remove dead portion of crown	
CRCG-12-39	E	24	silver fir	90	17.8	E24 post	17	51	remove dead portion of crown	
CRCG-12-40	F	4	silver fir	64	16.4	Group 4 post	327	9.8	remove dead portion of crown	
CR-97-148	R	7	western hemlock	90	30.1	R7 post	188	35	remove dead portion of crown	
CR-97-135	R	16	silver fir	100	20	R16 post	306	28	remove dead portion of crown	
<b>Ohanapecosh Administrative Area - 1 tree to be topped</b>										
<b>Tree ID</b>	<b>Location</b>		<b>Species</b>	<b>Height</b>	<b>DBH</b>	<b>Reference Point</b>	<b>Bearing</b>	<b>Distance</b>	<b>Mitigation Treatment</b>	<b>Bid</b>
OH-08-02	south of Ohanapecosh Ranger Station		western hemlock	125	24	O208, SE corner	156	70	top tree at 30 to 40 ft	
<b>Ohanapecosh Campground - 9 trees to be topped</b>										
<b>Tree ID</b>	<b>Loop</b>	<b>Site</b>	<b>Species</b>	<b>Height</b>	<b>DBH</b>	<b>Reference Point</b>	<b>Bearing</b>	<b>Distance</b>	<b>Mitigation Treatment</b>	<b>Bid</b>
OH-98-350	B	2	western hemlock	160	29.9	B3 post	32	68	top tree at 35 to 40 ft	
OH-10-25	C		Douglas fir	160	27.2	SE corner of O303	104	10	top tree at 10 to 15 ft	
OH-98-295	C	11	western redcedar	135	18.3	C11 post	46	64	top tree at 15 to 20 ft	
OH-10-23	C		western hemlock	150	31.8	C loop group site post	320	21	top tree at 10 to 15 ft	
OH-11-08	D	1	western hemlock	140	32.3	D1 post	317	31	top tree at 10 to 15 ft	
OH-11-07	D	1	Douglas fir	100	17.2	D1 post	310	31	top tree at 15 to 20 ft	

OH-12-97	D	4	western hemlock	110	22.4	D4 post	8	61	top tree at 25 to 30 ft
OH-07-11	G	6	western hemlock	150	36.2	G6 POST	59	27	top tree at 20 to 30 ft
OH-12-96	H	23	Douglas fir	115	24.8	H23 post	340	2	top tree at 10 to 15 ft

**White River Campground - 4 trees to be topped**

Tree ID	Loop	Site	Species	Height	DBH	Reference Point	Bearing	Distance	Mitigation Treatment	Bid
WR-10-41	A	12	western hemlock	120	42.9	A12 post	26	27	top tree at 25 to 30 ft	
WR-00-59	A	27	western hemlock	102	35.4	A27 post	256	24	top tree at 30 to 35 ft	
WR-12-01	C	1	western hemlock	90	19.7	C1 post	270	68.5	remove dead portion of crown	
WR-12-02	D	12	lodgepole pine	54	13	D12 post	215	42	remove dead portion of crown	

## **Technical Exhibit 4 – Work Site Information**

### Cougar Rock Campground

- Elevation: 3,200'
- Located in the southwest section of the park, on the Nisqually-to-Paradise Road (S.R. 706), 8.6 miles from the Nisqually Entrance
- Open to the public for camping from May 25 through October 8, 2012 (snow conditions permitting); public day use is permitted year-round
- Vehicle access within these areas is not maintained year-round; road closures due to snow typically extend from mid-November through March
- Tree work must be conducted between October 1 and March 31 because of endangered species concerns.

### Nisqually Entrance

- Elevation: 2,023'
- Located at the southwest corner of the park, 14 miles west of Elbe on S.R. 706
- Administrative buildings are occupied year-round
- Tree work must be conducted between October 1 and March 31 because of endangered species concerns

### Ohanapecosh Administrative Area and Campground

- Elevation: 1,900'
- Located in the southeast corner of the park, 11 miles northeast of Packwood and 3 miles north of the park boundary on S.R. 123
- Open to the public for camping from May 25 through October 8, 2012 (snow conditions permitting); public day use is permitted year-round
- Public vehicle access is limited by winter closure of S.R. 123, typically from mid-November until early May; administrative vehicle access at other times is restricted by snow depth (S.R. 123 is not plowed)
- Tree work must be conducted between October 1 and March 14 because of endangered species concerns.

### White River Campground

- Elevation: 4,200'
- Located on the northeastern side of the park, on the White River Road, 3.6 miles west of the White River Entrance
- Typically accessible for administrative purposes from mid-May through October, snow conditions permitting (White River Road is not plowed during the winter)
- Open to the public for camping from July 29 through September 30, 2012; public day use is permitted year-round

## Technical Exhibit 5 – Quality Standards

Figures 1 – 4. Standard for finished appearance of topped tree stumps.



Figure 1 [above]. Subalpine fir (*Abies lasiocarpa*) snags at Paradise treated in October 2010. NPS photo.

Figure 2 [below]. Western hemlock (*Tsuga heterophylla*) snags in Ohanapecosh Campground treated in 2008. NPS photo.





Figure 3 [above]. Douglas fir (*Pseudotsuga menziesii*) with root and butt rot in Longmire Housing Area, treated in March 2011. NPS photo.



Figure 4 [below]. Western hemlock (*Tsuga heterophylla*) snag in Longmire Campground, treated in March 2011. NPS photo.

