

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE OF 1 53		
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER AG-6395-S-11-0106 000002		6. SOLICITATION ISSUE DATE 08/18/2011	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME NATHAN JOHNSON			b. TELEPHONE NUMBER (No collect calls) 612-336-3404		8. OFFER DUE DATE/LOCAL TIME 09/16/2011 1500 CT	
9. ISSUED BY USDA APHIS MRPBS ASD Procurement Branch Butler Square, 5th Floor 100 N 6TH STREET MINNEAPOLIS MN 55403			CODE APHIS-MRPBS-A	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SOLE SOURCE <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561730 SIZE STANDARD: \$7.0				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		
15. DELIVER TO		CODE	16. ADMINISTERED BY USDA APHIS MRPBS ASD Procurement Branch Butler Square, 5th Floor 100 N 6TH STREET MINNEAPOLIS MN 55403					CODE APHIS-MRPBS-ASD-
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY				CODE
TELEPHONE NO.				<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	Tax ID Number: Not Available DUNS Number: Not Available Removal & chipping of Asian Longhorned Beetle Host Trees for Eradication in Ohio The purpose of this amendment is to replace the statement of work in full. It incorporates amendment 0001 in full and adds <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> 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.					<input type="checkbox"/> 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
	<p>additional information and clarification on tree removal, stump grinding, woodlots, and site restoration. It now ALLOWS the use of chipped material for fill in woodlots.</p> <p>Changes in amendment 0002 are indicated by a line in the left hand margin.</p> <p>Please note that the Price Matrix 1.0 will be used to determine payments. 1.0.1 Price Schedule is a tool used for comparison purposes.</p>				

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

1.0 Price Matrix

	Unit	Base Year			Option Year		
		Price	Price	Price	Price	Price	Price
Tree Removal Mobilization	LS						
Tree Removal		Street Side	Accessible	Inaccessible	Street Side	Accessible	Inaccessible
2.0" – 4.9" DBH	EA						
5.0" – 8.9" DBH							
9.0" – 19.9 DBH							
20.0" – 35.9" DBH							
36+ DBH							
Tree Pickup		Street Side	Accessible	Inaccessible	Street Side	Accessible	Inaccessible
	Cubic Yard						
Stump Grinding		Street Side	Accessible	Inaccessible	Street Side	Accessible	Inaccessible
2.0" – 4.9" DBH	EA						
5.0" – 8.9" DBH							
9.0" – 19.9 DBH							
20.0" – 35.9" DBH							
36+ DBH							
Wood Lots							
¼ Acre	Acre						
½ Acre	Acre						
1 Acre	Acre						
2 Acres	Acre						
Garlon Treatment Application	Inch						
Special Circumstances	Labor Hour						
Mobilize Marshaling Yard	LS						
Manage Marshaling Yard	Day						
Chip Materials	Ton						
Demobilization Marshaling Yard	LS						

1.0.1 Price Schedule:

Item	Unit	Description	Quantity	Price	Extended Price
Tree Removal Mobilization	Lump Sum		1		
Tree Removal					
2.0" – 4.9" DBH	Each	Street Side			
		Accessible	25		
		Inaccessible	12		
5.0" – 8.9" DBH	Each	Street Side	8		
		Accessible	33		
		Inaccessible	29		
9.0" – 19.9 DBH	Each	Street Side	14		
		Accessible	41		
		Inaccessible	33		
20.0" – 35.9" DBH	Each	Street Side	6		
		Accessible	46		
		Inaccessible	21		
36+ DBH	Each	Street Side			
		Accessible	9		
		Inaccessible	5		
Stump Grinding					
2.0" – 4.9" DBH	Each	Street Side	119		
		Accessible	148		
		Inaccessible	8		
5.0" – 8.9" DBH	Each	Street Side	512		
		Accessible	825		
		Inaccessible	14		
9.0" – 19.9 DBH	Each	Street Side	214		
		Accessible	559		
		Inaccessible	6		
20.0" – 35.9" DBH	Each	Street Side	182		
		Accessible	169		
		Inaccessible			
36+ DBH	Each	Street Side	32		
		Accessible	36		
		Inaccessible	119		
Tree Pickup	Cubic Yard	Street Side	100		
		Accessible	300		
		Inaccessible	100		
Wood Lots					
¼ Acre	Acre		20		
½ Acre	Acre		13		
1 Acre	Acre		10		
2 Acres	Acre				
Garlon Treatment Application	Inch		4000		
Demobilization	Lump Sum		1		
Establish Marshaling Yard	Lump Sum		1		
Manage Marshaling Yard	Day				
Chip Materials (Marshaling Yard)	Ton		4000		
Demobilization	Lump Sum		1		
				Total	

1.0.2 Definitions

Accessible: Able to get equipment (e.g., clam truck, bucket truck, loader) within 50’ of tree removal location

Inaccessible: Unable to get equipment within 25’ of tree removal location

Tree Pickup: Trees or debris (e.g., firewood) on a property that are already felled but need to be chipped

Tree Removal: Includes removing the tree (stump no greater than 2” from grade if the stump is not going to be ground), cleaning up any debris beneath the canopy, removal of any debris (leaves, branches, etc.) from the removal, and restoration of the site due to tree removal (e.g., tree gates, tree guards, fences, poles, signs, boards). As much material must be ground on site as possible (i.e., tree removal pricing includes grinding).

Stump grinding: includes grinding the stump to a deregulated state (chipped to less than one inch (1”) in at least two dimensions) and site restoration.

Woodlot pricing does NOT include stump removal. Just tree removal (as defined above).

Special Circumstance: This is an extraordinarily rare category when no other price category applies or if at the agreement of both parties a specific tree is so difficult to remove (e.g., 50 DBH tree located in the middle of a river) that its removal needs to specifically be negotiated. This category may be done via a separate negotiated task order or on a time and material basis. The Contracting Officer must agree to use of this category.

1.0.3 Type of Contract

This is a firm fixed unit priced contract with a time and material section for special circumstances for tree removal work in Clermont and Brown Counties, OH

1.0.4 Period of Performance

This contract is for a base plus one option year

1.1 Key Events and Dates

RFP Issued	August 18, 2011
Pre Proposal Conference	August 29, 2011
Deadline for Questions	September 02, 2011
Last update of answers or issuance of Amendments	September 07, 2011
Proposal Due Date	September 16, 2011

1.2 Evaluations Factors for Award and Required Submittals

1.2.1 Evaluation Factors

In this acquisition, the government will obtain best value by using the Tradeoff Process source selection approach defined at FAR 15.101-1; i.e., an approach which permits tradeoffs among cost or price and non-cost factors and allows the Government to accept other than the lowest priced proposal.

Submittal evaluation will occur in accordance with FAR 13.106-2.

Offeror's will be evaluated on the following criteria

Price,

Past Performance

Past performance is a measure of the degree to which an offeror has satisfied customers in the past, and complied with federal, state, and local laws and regulations. Offerors with no past performance information will be given a neutral rating.

Technical Capability

Technical Capability consists of five equally weighted sub factors. See also section 1.2.2 Items Required to be Submitted for Award and 2.3 Minimum Qualifications

Detailed Work Plan Tree Removal

Provide a detailed work plan for the removal of 3500 infested trees including the stump grinding of removed trees, and the treatment of stumps with Garlon 3A or Pathfinder II for stumps that cannot be destroyed by stump grinding by 01 April 2012.

At a minimum this must contain an organizational chart (showing number of teams, personnel per team, etc) and a production timeline. The timeline must include anticipated holidays and weather delays. The 01 April 2012 is a hard date which is contained in the Endangered Species Act (ESA) Assessment.

Higher ratings will be given to companies that have a logical plan that shows the ability to increase or decrease production as necessary to account for lower than expected production numbers, increased weather delays, etc.

Detailed Work Plan Marshaling Yard

Provide a detailed work plan for the establishment and management of a marshaling yard (Section 4).

At a minimum this must include a list of equipment and an organization chart (including a list of employees certified to use the equipment).

During adult beetle emergence (June 1 – October 31)the marshaling yard must be capable of chipping material to its deregulated size (less than 1" in at least two dimensions) within 48 hours of receipt of material. The work plan must include contingencies for replacement or repair of broken equipment.

Higher ratings will be given to companies who have a logical and flexible plan.

Key Personnel

Key personnel include all foreman, the project manager, and project arborist.

Higher ratings will be given to personnel with more education and/or experience in tree removal and the establishment and management of a marshaling yard.

Experience

At a minimum this must include a company narrative describing company capabilities, years in business, arboriculture experience and 3-5 references (these can be the same references provided for past performance)

In addition provide a table of available employees, years of experience, and any certifications (International Society of Arboriculture certifications, State certifications, etc.).

There is the potential for working near power lines so companies must have an adequate number of individuals with line clearance certifications.

There is a potential for working with pesticides so companies must have an adequate number of individuals with valid State of Ohio pesticide application licenses.

A higher rating will be given to companies with more experience in conducting tree removals.

Other required items

These items will be rated on a pass fail basis. Companies that do not have these items are not eligible for award:

Bonded (if applicable) and insured at the minimum levels established by the State of Ohio, or by the Federal Acquisition Regulation (FAR), whichever is higher.

Valid Ohio Pesticide Application Business License (provide a copy of this license with the bid documents). If the Contractor is subcontracting this work, then the Contractor must provide the name of the subcontractor and a copy of their license with the bid documents.

Quality Assurance Plan

The contractor must have a detailed quality assurance plan. It should cover verification of tree removals, property restoration, and handling of complaints.

A higher rating will be given to companies with a detailed quality assurance plan

Attendance at the pre-proposal conference

While attendance at the pre-proposal conference is not necessary due to the nature of this work, attendance will be recorded and a higher rating will be given to contractors who attend the pre-proposal conference.

Technical Capability and Past Performance, when combined, are approximately equal to price.

1.2.2 Items Required to be Submitted for Award

The following items are required to be submitted in order to be eligible for award. Submit your proposals in the following format:

- 1) Cover page
 - a. Company Name
 - b. DUNS number
 - c. Point of contact
 - i. Name
 - ii. Email address
 - iii. Phone numbers
- 2) Signed 1449
 - a. Signed SF30's (amendments) if applicable
- 3) Price schedule
 - a. The contractor must Complete 1.0 Price Matrix and 1.0.1 Price Schedule
 - b. In addition the contractor is encouraged to submit alternate pricing arrangements
- 4) Technical Capability
 - a. Detailed work plan tree removal inclusive of stump grinding, Garlon 3A or Pathfinder II treatment application of stumps that cannot be ground, and property restoration.
 - i. Organizational Chart
 1. Include detailed responsibility description for Project Manager and Foremen
 - ii. Timeline
 - iii. Narrative describing the plan, alternatives, contingencies, and any other pertinent information
 - iv. Contractor must provide and show evidence of ability to move equipment to and from both stationary and temporary grinding sites.
 - b. Detailed work plan marshaling yard where removed infested material and woody host material is chipped to deregulated size.
 - i. Organizational Chart
 - ii. List of Equipment
 1. Full description of all equipment that would be used in grinding operation, including:
 - a. Current photograph
 - b. Name
 - c. Manufacturer
 - d. Production capacity
 - e. Age
 - f. Horsepower (for horizontal grinder only)
 2. If any of the equipment intended for use will be leased, evidence of the lease agreement must be submitted

3. Include operators and certifications if applicable
- iii. Narrative describing the plan, alternatives, contingencies, and any other pertinent information
- c. Key personnel
 - i. Resume or c.v. for Project Arborist including ISA certification.
 - ii. Resume of Project Manager
 - iii. Resume of Contract Representative (if applicable)
 - iv. Resumes of Foreman
 - v. Any other resumes needed
- d. Experience
 - i. Table of available employees
 1. Name
 2. Years of Experience
 3. Certifications, education, etc.
 - a. Ensure personnel with Electrical Line Clearance certifications are listed
 - b. Ensure personnel who are Ohio State Certified Commercial Pesticide Applicators
 - c. Ensure trained service persons for the application of Garlon 3A and Pathfinder II
 - ii. Narrative describing company capabilities, experience, etc.
 - iii. Insured at the minimum levels established by the State of Ohio, or by the Federal Acquisition Regulation (FAR), whichever is higher. Submit copies of insurance certificates or some other information establishing compliance.
 - iii. Valid Ohio Pesticide Application Business License (provide a copy of this license with the bid documents). If the Contractor is subcontracting this work, then the Contractor must provide the name of the subcontractor and a copy of their license with the bid documents.
 - iv. Technical capabilities references
 1. Three to five past jobs detailing tree removal work. Include:
 - a. Company or agency name
 - b. Size of project and type of project (in dollars, area, or number of trees)
 - i. Detail type of removal work (i.e., individual trees, woodlots, urban, rural, suburban, off road, etc.)
 - c. Point of contact
 - i. Name
 - ii. Phone number
 - iii. Email address
 - d. Brief description of the work
- e. Quality Assurance Plan
 - i. Detailed plan explaining how the contractor will conduct quality assurance for all the requirements listed in this SOW.

- 5) Attendance at the pre proposal conference
- 6) Past Performance
 - a. Three to five past performance references detailing tree removal work (including the use of climbers and bucket trucks). Include
 - i. Company or agency name
 - ii. Size of project (in dollars, area, or number of trees)
 - iii. Point of contact
 - 1. Name
 - 2. Phone number
 - 3. Email address
 - iv. Brief description of the work
- 7) Representations and Certifications (either complete clause 52.212-3 Offeror Representations and Certifications—Commercial Items below or complete it online at <https://orca.bpn.gov/>. Please note section (k) Certificates regarding exemptions from the application of the Service Contract Act and check if applicable.
- 8) Subcontracting Plan (large businesses only)
 - a. Large businesses are required to submit a subcontracting plan with their quotes. The Small Business Goal table below shows the desired subcontracting goals.
 - i. Small Business Goal Table

Small Business	49.00
8(a)	5.00
SDB	8.00
WOB	7.00
HUBZone	3.00
SDVO	3.00

1.3 Pre-proposal Conference

The USDA will hold a pre-proposal conference at noon (12:00 PM) on August 29th, 2011, located at:

120 North Main Street
 Municipal Building, 2nd floor
 Bethel OH 45106

The purpose of this conference is to brief contractors on the present program and answer questions regarding the statement of work.

Contractors intending to attend the conference shall notify the Contracting Officer (Nathan Johnson) via email by August 24th, 2011. This notification will permit the USDA to prepare handout materials for all participants and ensure we have adequate space available.

1.4 Questions

All questions must be submitted via email no later than September 2nd, 2011 to

nathan.d.johnson@aphis.usda.gov

Questions and answers will be posted on the fbo.gov website

<https://www.fbo.gov/spg/USDA/APHIS/Contracting/AG-6395-S-11-0106/listing.html>

1.5 Quote due date, time, and format.

Quotes are due via email or mail no later than 3:00 PM CST on September 16th, 2011. It is the contractors responsibility to ensure quotes are received on time. If submitting via email please note that file size limitations, formatting, or other problems may hamper receipt so please verify that the contracting officer has received your quote.

USDA APHIS MRPBS
Nathan Johnson – Contracting
100 North 6th Street
Suite 510 – C Butler Square
Minneapolis, MN 55403
(612) 336-3404 (phone)
(612) 336-3550 (fax)
nathan.d.johnson@aphis.usda.gov

2.0 General Requirements

The United State Department of Agriculture, Animal and Plant Health Inspection Service (USDA) Plant Protection and Quarantine (PPQ) is contracting for the removal and disposal of trees, shrubs, and stumps infested or exposed to infestation by the Asian Longhorned Beetle (ALB) in the State of Ohio.

The objective of this contract is to remove trees infested or exposed to ALB infestation, stump grinding of removed trees, herbicide treatment of stumps that cannot be ground, chipping of removed trees, and restoration of properties where removal work was completed. Tree removal activities will be completed on public and/or private property within Ohio. Service activity will also be required in both landscape settings and in non-maintained areas.

Service will be on as needed basis in support of the USDA program strategies for the eradication of ALB in the state of Ohio. The USDA and Ohio Department of Agriculture are working cooperatively to eradicate the ALB infestation in the State of Ohio. The USDA and/or the Ohio Department of Agriculture will secure approval from the property owner to access the site where the infested trees are located in order to remove the tree(s) and/or shrubbery from that site. The initial contract will be from date of award (approximately September 2011) through one calendar year (approximately September 2012). The potential area of work covers Clermont and Brown Counties in Ohio. Currently the infested area covers about a 1 square mile area in Tate Township. As of September 3rd, 2011, 2824 infested trees have been detected with approximately 43 wood lots representing 2542 trees and the other 282 are individual trees. As USDA continues surveys, additional infested trees are expected to be detected. 3500 trees is the maximum number of trees to be removed under the base of this contract. Within the 12 month period of the base contract, should the scope of work exceed 3500 trees for removal, USDA may exercise additional options for removal work. The Contractor may be required to service two or more sites simultaneously to meet the eradication goals of the USDA. During the Contract term, other sites may be identified and require service within sixty (60) days of notification by USDA.

The USDA is working under the authority of the Plant Protection Act of June 20, 2000, as amended, Section 412 (a), 7 U.S.C.7712 (a) and the Ohio Revised Code (ORC) Sections 901.051 and 927.70.

2.1 Background

The ALB was initially detected in the United States in 1996 in the Greenpoint section of Brooklyn, New York. ALB was introduced into the United States on solid wood packing material accompanying cargo shipments from Asia. The beetle infestation in New York spread to Long Island, Queens, and Manhattan. In 1998, a separate introduction of the beetle was discovered on trees in the suburbs of Chicago, Illinois. Beetles were also detected in two separate New Jersey locations. In April 2008, USDA successfully eradicated the ALB infestations from Illinois and from Hudson County, NJ. In August 2008, an ALB infestation was detected in Worcester County Massachusetts and subsequently in Boston Massachusetts in 2010. Most recently, an ALB infestation was detected in Tate Township, Clermont County Ohio in 2011. Currently, USDA's Animal and Plant Health Inspection Service's (APHIS) Plant Protection and Quarantine Division is implementing quarantine and control strategies in NY, MA, NJ and OH that seek to eradicate this serious pest from the United States.

The Asian Longhorned Beetle is classified in the wood boring beetle family (Cerambycidae). Adults are 1 to 1½ inches in length with long antennae and are shiny black with small white markings on the body and antennae. After mating, adult females chew depressions into the bark of various hardwood tree species in which they lay their eggs. Once the eggs hatch, small white larvae bore their way through the cambium into the tree, feeding on the sensitive vascular layer beneath. The larvae continue to feed deeper into the tree's heartwood forming tunnels, or galleries, in the trunk and branches. This damage weakens the integrity of the tree and will eventually kill it if the infestation is severe enough. Over the course of a year, larva will mature and then pupate near the surface, under the bark. From the pupa, an adult beetle emerges, chewing its way out of the tree; forming characteristic round exit holes approximately 3/8ths of an inch in diameter. Many of these holes will appear on a heavily infested tree frequently accompanied by sawdust and sap oozing from the holes. The emergence of the beetles typically takes place from June through October with adults then flying in search of mates and new egg-laying sites to complete their life cycle. (From www.aphis.usda.gov).

2.2 Scope of Work

The Contractor shall provide all personnel, labor, supervision, supplies, equipment, and materials required to remove ALB infested and/or exposed host trees, the stump grinding of removed trees, the application of Garlon 3A or Pathfinder II on stumps that cannot be removed, the chipping of removed trees and woody debris to de-regulated size, and the restoration of properties where removal work was completed, in accordance with this Statement of Work (SOW). The contract shall include all costs associated with the performance of all work as specified in this SOW, including but not limited to, furnishing and transporting personnel and equipment, materials (including herbicides) necessary to remove ALB infested and exposed host trees on public and private property, insurance, licenses, permits, fees, tolls, general and administrative, and other such costs required to perform the services specified herein. Any costs that the contractor may incur in replacing employees for poor performance or due to employee personal situations will not be charged to the contract. The Contractor is also responsible for obtaining access rights and work permits for nonresidential properties as required. Such properties include, but are not limited to, schools (public and private), railroads, public utilities, and highways. These permits and permissions must be obtained in a timely manner, prior to the tree removal work, to ensure adequate time for the completion of the work.

Completing work as quickly as possible is critical to the success of the ALB eradication project.

All tree removal work must be completed by April 1st. All restoration activities shall be completed by a date established by USDA.

USDA has no obligation to order any particular amount of work. The Contractor will be required to remove, chip, and stump grind up to 3,500 trees under the base contract. As USDA continues surveys and as additional infested trees are identified, USDA may order additional work as required. Breakdown of information by location will be made available at the mandatory pre-proposal and post-award conferences.

Maps of the removal area are included.

In no event shall the failure of the Contractor to visit the removal areas and consider general and local site conditions prior to submitting their proposal be grounds for a claim or price adjustment after award.

2.3 Contractor Qualification Requirements

The Contractor shall meet the following minimum qualification requirements.

Minimum Skills and Experience

1. All licenses, registrations, and permits required by the State of Ohio to remove trees from public and private property.
2. A valid pesticide business license for the State of Ohio.
3. The Contractor must have a valid Ohio Pesticide Application Business License and provide a copy of this license with the proposal documents. If the Contractor is subcontracting this work, then the Contractor must provide the name of the subcontractor and a copy of their license with the bid documents.
4. The Contractor must provide as many Ohio State Certified Commercial Pesticide Applicators as necessary to directly supervise trained service persons for the application of Garlon 3A or Pathfinder II to stumps not ground below grade in accordance with the requirements of the contract. The Contractor must provide the names of these employees (or subcontractors) and a copy of their commercial applicator license with the bid documents.
5. Bonded (if applicable) and insured at the minimum levels established by the State of Ohio, or by the Federal Acquisition Regulation (FAR), whichever is higher. Minimum 5 years of arboriculture experience.
6. Prior commercial contracts performing tree removal work within the last 3 years.
7. At least one full time arborist certified by the International Society of Arboriculture, employed on a full time basis, and available for immediate (less than 4 hours) consultation.
8. A sufficient number of employees must be a certified and qualified electric line clearance tree trimmers. Qualifications must be presented to the USDA with the proposal documents.
9. If there are identified rail road lines and other transportation locations in the removal area, safety training or clearance for access must be accomplished before the start of removal activities. Insurance or security bonds for removals must be secured before removal activities begin. The contractor is responsible for tracking safety personnel as required, including but not limited to flaggers and lookouts. This may be accomplished by using contractor personnel or if required rail road authorized staff. The contractor is responsible for all associated costs for this staff.
10. Before commencing work, the successful Contractor shall attend an ALB compliance training and be certified by the USDA to perform work within the ALB Regulated Area.
11. Contractors shall ensure that employees and subcontractors have passed a standard commercial background check prior to conducting work for the program.

2.4 Permission to Remove Trees

Prior to the start of cutting, USDA will provide property owners with a tree removal notice for those properties requiring tree removal due to ALB infestation. USDA will provide the contractor with a master removal list which contains property and tree information for trees requiring removal under this contract. The contractor shall not remove any tree from any property where the property owner has not been notified by USDA and is not included on the master list.

2.4.1 Notification of the Public Prior to Removals

The Contractor shall notify property owners of tree removals via a phone call seven days before cutting begins. If contact cannot be made through a phone call, the Contractor shall leave written notice (door hanger) approved by USDA at the property no later than three days before cutting begins. The Contractor is responsible for reproduction and distribution of the written notice.

In addition to public notification, the Contractor shall notify all local government officials, community boards, hospitals, police, schools (public and private), etc. within the removal area in person prior to the start of removals.

2.4.2 U.S. Fish and Wildlife Requirements and Concerns

There are two federally listed endangered species within Clermont and Brown Counties –Indian Bat (*Myotis sodalists*) and Running Buffalo Clover (*Trifolium stoloniferum*). There is also one species proposed for listing as federally endangered – Rayed Bean (*Villosa fabalis*), a freshwater mussel. USDA is currently under consultation with Federal Fish and Wildlife Service to determine the actions that may be necessary to mitigate negative impact to the habitat of these species. USDA shall be responsible for meeting the recommendations of FWS. However, it may be necessary for the contractor to modify removal plans based on FWS recommendations. USDA shall provide the contractor with any changes as needed.

2.5 Public Relations

Contractor personnel shall display a positive image of USDA and the State of Ohio at all times by ensuring favorable public relations. All work shall be performed in a professional manner, in accordance with the most recent revision of the American National Standards for Tree Care Operations: Tree, Shrub, and other Woody Plant Maintenance and Standard Practices A-300-1995, published by the American National Standards Institute, and applicable Occupational Safety and Health Administration regulations.

- All personnel must be courteous, and work shall be completed without inconvenience or disruption to the general public and property owners.
- The Contractor shall perform all work with due care, taking precautions against injury to all persons, animals, or property.
- The Contractor shall make every effort to minimize interference with vehicular and pedestrian traffic.
- The Contractor shall protect against damage to any existing trees, plants, grass, vegetation, or other exterior fixtures.
- The Contractor shall restore to the condition existing prior to treatment operations all areas of paving, lawns, walkways, sidewalks, fixtures, fences, etc., that were damaged, dirtied, altered or displaced by the tree removal work.

- Arguments, fights, and other negative public displays that could adversely affect USDA's public image could be grounds for immediate removal from the program.

The Contractor must provide adequate personnel and supervision to ensure that work performed under this contract is completed with maximum safeguard protections in place. The Contractor is responsible for safeguarding the removal area during the tree removal process, safeguarding the equipment used in the process at all times, and applying the herbicide in accordance with label directions in order to eliminate exposure of people, pets, wildlife, and the environment. Each applicator must carry in their truck a copy of all the required labels and MSDS for each herbicide applied under this contract, in addition to an application license in conjunction with Ohio Department of Agriculture pesticide laws.

2.5.1 Questions about the ALB Program Received From the Public/Media

The Contractor may receive inquiries relative to the removal activities from local residents or the media. All such questions received shall be directed to USDA personnel for official response. Literature on the ALB is available and will be provided to the Contractor for distribution to members of the public interested in the ALB and the USDA tree removal program.

The Contractor and subcontractors are barred from discussing or providing interviews to the media or press relative to the treatment program without the consent of the COR. News releases (including promotional literature and commercial advertisements) pertaining to this Contract shall not be made without prior written USDA approval, and then only in accordance with the explicit written instructions from the USDA. No results of the activities associated with this Contract are to be released without prior written approval from the USDA and then only to persons designated.

2.5.2 Identification and Uniforms

The Contractor shall require each employee (including subcontractor employees) to visually display a photographic identification badge. The badge placement on each person shall be consistent and it shall be readily visible to another individual. The badge shall be worn at all times during working hours. The badge shall display the Contractor's company name and phone number, "Asian Longhorned Beetle Cooperative Eradication Program," and the employee's full name and full facial image.

The Contractor shall also require all employees, as well as subcontractors, to wear a uniform clearly identifying them as working for the Contractor. The uniform shall be readily visible at all times to another individual. All employees working on this contract shall portray a positive image (in dress, mannerism, actions, and speech). Uniforms and IDs will be approved by USDA. The Contractor shall submit in their technical proposal a description and image of the uniform and a sample of the ID.

The Contractor shall have 2 signs secured to every vehicle used during the performance of this contract. Signs shall be of professional quality, clearly legible at 20 feet, and with green lettering on a white background to read as follows:

ASIAN LONGHORNED BEETLE COOPERATIVE ERADICATION PROGRAM
USDA, ANIMAL AND PLANT HEALTH INSPECTION SERVICE
OHIO DEPARTMENT OF AGRICULTURE
513-502-1251

The Contractor's vehicles shall be clearly marked as to identify the vehicle as being a part of the Contractor's fleet. Commercial vehicles used by the Contractor must have appropriate commercial plates and abide by Ohio vehicle regulations.

2.6 Crew Qualifications:

Contractor warrants that it has the necessary personnel to perform the work described in this SOW in the time period of performance.

Contractor warrants that only personnel with the necessary training, skills and experience are to be assigned to this Contract.

Crew personnel must be experienced and possess the necessary tree worker skills and equipment operating skills to successfully complete this Contract.

Crew personnel must have knowledge and expertise working on and around utilities and have electrical hazardous awareness of operation of the equipment, which they are to operate and necessary licenses/certifications to perform the work described herein. Qualifications must be presented to USDA with the proposal documents.

Contractor shall comply with all the applicable laws and regulations of the U.S. Department of Labor and U.S. Immigration and Naturalization Service. Undocumented workers are not authorized to work on this Contract.

In general, work shall proceed according to the terms of this agreement and exhibits, and work daily with USDA employees to effectuate the work described in this agreement.

Contractors shall comply with Federal and State laws including but not limited to Ohio's pesticide application and plant pest laws. The Contractor must review and abide by the description of the ODA and USDA ALB Quarantine. Before commencing work, the successful Contractor shall be certified by the USDA to perform work within the ALB Quarantine area.

2.6.1 Project Manager and Foremen

The Contractor shall designate a Project Manager (Contractor's Representative) for overseeing the work performed under this contract.

The contractor shall ensure that there are an adequate number of foremen to allow for proper supervision of all removal crews. The Contractor will define the respective roles, responsibilities, and delegation of authority for the Project Manager, and Foremen in their detailed work plan. USDA shall not pay the travel costs for replacement of unacceptable staff or emergency staffing changes.

Contractor Foremen shall be present in the field (in close proximity to the actual work being performed rather than a remote office location) in each removal area at all times while work is being performed and maintain direct contact with their crews during the period any work ordered by USDA under this contract.

The Contractor's Representative shall be present in the field as administrative duties permit. The Project Manager or authorized designee shall remain available to the USDA COR by cellular phone twenty-four hours per day during active field operations. The Contractor's Representative and/or Contractor's Field Supervisor and

the COR will coordinate when and where each of the removal crews will be working before the start of the work day. This may be accomplished at the conclusion of the previous work day or via a weekly schedule. The Contractor's Representative and/or Contractor's Foremen and the COR will determine when this coordination will occur. The Contractor's Representative and/or Contractor's Foremen will inform the COR when removal crews have completed their assignments for the day and request additional work or permission to release the crew(s) from the work site. State of Ohio guidelines regarding pesticide applicator supervision must be followed.

The Contractor will provide each landowner/occupant with a telephone number and designated point of contact to discuss site remediation until site restoration is satisfactorily completed.

2.7 Working Hours:

All work under this contract, including the marshaling yard hours of operation, shall be performed during the five (5) day per week, 8 hours per day, from Monday to Friday, inclusive, beginning at 8:00 A.M., except for legal holidays or unless otherwise directed by the USDA. The workday starts and ends at the job site. Travel to and from the job site from contractor's place of business, yard, vehicle storage facility or other similar location will not be compensated under the contract.

Hours of operations may be changed as agreed upon by the COR and the Contractor Representative (CR). All work hours are daylight and weather permitting.

Unpaid lunch breaks will be 30-45 minutes long (or more if necessary up to 1 hour) to secure and consume lunch and will be coordinated in the field between the Contractor and USDA. The lunch interval is to be scheduled within the 11:30 a.m. to 1:30 p.m. time frame.

All overtime must be approved in advance by the USDA. If overtime is applicable it will not be reimbursed to the contractor without prior approval.

2.8 Condition of Equipment:

The contractor shall ensure that all supplies, equipment, and materials required for use in the performance of this Contract are in good operating condition. Equipment that is in unsatisfactory condition, or otherwise determined by the Contractor or Government Inspector to be unsuitable for safe and efficient performance of the services required of this Contract shall not be used, or promptly removed from the work site and replaced with supplies, equipment and material that are in good operational condition. Equipment failure is not an acceptable cause for performance delays.

Worn, lost, or unserviceable supplies, materials, or equipment shall be repaired or replaced so as to be ready to work at the start of the next shift.

2.9 Telephone Communications:

The Contractor shall have a minimum of one cell phone per crew (and provide the numbers to USDA) to use to maintain communications with designated employees of Contractor and USDA.

The Contractor shall be responsible for the maintenance and proper operation of the telephones at its expense.

2.10 Damage Claims

It is the Contractor's responsibility for repairing any damages to buildings, sidewalks, cars and any other property caused by the Contractor's operation. The Contractor shall notify the USDA of any damages by the end of the business day on which such damage occurred. All damage shall be repaired within two (2) weeks or other time frame as agreed upon by the two parties. The Contractor shall supply, on company letterhead, an original of the release agreement signed by the injured party and counter-signed by a Principal of the Contractor indicating that the damage claim has been resolved. An alternate acceptable release shall be a letter from the Contractor's insurance company indicating policy number, Contractor's name and address, contract number, location, claimant's name and address, and a statement saying that they are processing said claim and releasing the USDA from any and all liabilities. The Contractor has three (3) weeks from the time the damage occurred to submit the release to the USDA for final approval.

The USDA as an agency of the Federal government is a self-insured entity. The Federal Tort Claims Act (28 U.S.C. 1346(b), 2671 et seq) is the legal mechanism for compensating persons injured or property damaged by a negligent or wrongful act of a Federal employee, when committed within scope of their employment. Employees of the USDA are Federal employees and are covered by the Federal worker's compensation insurance if injured while in the performance of their duties.

2.11 Reporting Requirements:

Contractor shall provide all reports deemed necessary by USDA, including but not limited to, record keeping associated with the designated site records of trees removed, chemical application, and grinding operation, including production output sent for incineration.

2.11.1 Record Requirement:

Contractor shall keep one record per property on a form approved by USDA. Each document shall reflect the date of service, the size and number of trees and stumps removed, and the size and number of stumps ground, and the size and number of stumps treated with Garlon and/or Pathfinder II and the number of gallons of Garlon and/or Pathfinder II applied.

It shall attest that all portions of the tree have been chipped into chips of less than one (1") inch in two or more dimensions, and that the chips were removed from the property for incineration or to any site approved by USDA or, if approved by USDA, that the tree (limbs, etc.) were ground into chips of less than one (1") inch or more in two dimensions and remain on the property.

It shall attest that the property and fixtures were returned to the condition prior to tree and/or stump removal. These records shall be submitted to USDA with invoices for payment.

2.12 Contractor Performance Requirements

The Contracting Officer (CO), Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the CO or COR will apprise the Contractor of how the government views the Contractor's performance and the Contractor shall apprise the Government of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed that the Contractor considers over and above the requirements of the contract. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

3.0 Tree Removal

Generally, the Contractor will furnish all labor, materials, supplies and equipment, together with all work incidentals thereto, necessary or required to cut, chip, stump grind or treat stumps, and dispose of chips of trees infested with or designated by USDA as hosts of ALB. An inventory of designated trees will be provided by USDA. Sites of designated trees will be provided as either a street address or a GPS coordinate.

"Removal of trees" as described in this agreement, includes, but is not limited to, the cutting of designated trees, the chipping of all parts of the trees, the grinding of stumps (including surface and buttress roots) to a depth of six (6) to eight (8) inches below grade level, *and/or* the application of Garlon and/or Pathfinder II to the area around the stumps, filling any remaining hole or dip with topsoil, seeding in designated areas, along with any other incidental work. All wood must be chipped, ground, or shredded inside the regulated area to a size of less than one inch (1") in at least two dimensions. Chips of this size are not subject to federal or State regulations and may be disposed of at the Contractors discretion. USDA's removal requirements are more fully described below.

Tree removal activities will require federal and State oversight to ensure that tree removal work is limited to infested or suspect trees, to provide verification of infestation or exposure to infestation and to certify the proper handling and disposal of tree debris in accordance with Plant Protection Act of June 20, 2000, as amended, Section 412 (a), 7 U.S.C.7712 (a), and pursuant to the regulations promulgated under the Plant Protection Act found at 7 CFR 301.51. , and the Ohio Revised Code (ORC) Sections 901.051 and 927.70. The contractor must not commence removal activities without a USDA representative on site.

Best management practices, as described in Ohio State University Bulletin 916, Best Management Practices for Erosion Control for Logging, shall be observed, as designated by USDA.

The Contractor shall become familiar with restrictions and regulations established by all governing authorities having jurisdiction. Implementation of restrictions and regulations will not be considered as grounds for any additional costs over the contract sum.

All work shall be performed in a professional manner, and in accordance with the most recent revision of the American National Standards for Tree Care Operation, published by American National Standards Institute (ANSI), and applicable Occupational Safety and Health Administration (OSHA) regulations.

3.1 Removal Progression

Contractor shall be responsible for planning and executing removals. All plans for removals must be shared with and approved by USDA. Contractor shall notify USDA by noon on Friday of upcoming week's cutting plans. Contractor and USDA will review progress daily and revise future cutting plans as needed.

3.2 Execution of Removals

USDA will determine if area will be categorized as individual tree or small woodlot pricing. If area is designated a woodlot, it is the responsibility of the Contractor to address and solve any issues to complete the work within the designated area and price structure. Method of tree removal is at the discretion of the Contractor however under no circumstances will the tree removal method alter the price structure.

Work shall be performed with due care taking precautions against injury to persons or animals, damage to property, and interference with vehicular or pedestrian traffic.

Work shall be completed without inconvenience or disruption to the general public and property owners, and work sites must be restored to original condition.

The Contractor shall protect against damage to all existing trees, plants, grass, vegetation, and other fixtures.

The Contractor shall restore all work sites to the condition existing prior to tree eradication or treatment work. This includes all areas of paving, lawns, walkways, sidewalks, fixtures, fences, etc., damaged, dirtied, altered, or displaced by the tree removal work.

The Contractor is not responsible for restoration of pre-existing damages in pre-logged areas and/or work sites damaged by the property owner or third-party contractors engaged by the property owner, if the Contractor makes USDA aware of any pre-existing damages prior to commencing activities at the work site.

3.3 Site Work

All work shall be performed in a professional manner and in accordance with the most current version of the American National Standards for Tree Care Operations: Tree, Shrub, and other Woody Plant Maintenance and Standard Practices A-300 (rev. 2001), published by the American National Standards for Arboricultural Operations/Safety Requirements Z133.1 (2006) published by the American National Standards Institute (ANSI).

Skilled persons directly employed and supervised by the Contractor shall perform all work. This description of the work, while part of this agreement, is for general information only. It is not to be construed as an exclusive definition of the quantity or type of work that will be required.

3.3.1 Tree Removal

Cut trees, grind stumps six (6) to eight (8) inches below grade. If stumps cannot be ground they must be cut flush (two inches above grade). All trees shall be topped and limbed prior to felling. Where appropriate, ropes shall be used to avoid damage to surrounding property. Contractor shall clean, sweep, grade, and restore to the condition existing prior to the removal operations all areas of paving, lawns, walkways, sidewalks, fixtures, fences, woodlots, etc. that have been damaged, dirtied, altered or displaced by the tree and stump removal, and/or in the process of the Contractor getting their equipment to the tree site (including grass seed). The

above-mentioned shall be done prior to the Contractor leaving each property or by the end of that day's work should work continue for more than one day, or as directed by USDA. Excavate and backfill as required after removal.

Section 3.1.1.1 Tree Removal in Woodlots

The contractor should minimize damage and removal of non-host or non-infested trees to the maximum extent practical. While there is no minimum or maximum amount of acceptable "collateral damage" the contractor shall coordinate removals with USDA personnel and discussions shall occur on the most efficient way (price and other factors considered) to remove infested trees. If a non-host or non-infested tree is damaged the contractor must make pruning cuts (conforming to ANSI A300 standards Part I: pruning)

3.3.2 Grinding and Disposal

Chipping, grinding, or shredding of all branches, boughs, and the trunk of each tree must occur on site or at an approved central location (marshaling yard) within the Regulated Area. As much material must be ground on site as possible. Debris must be chipped, ground, or shredded to a size of less than one inch (1") in two or more dimensions. Wood chips that exceed this size must be re-chipped to meet that specification or transported to a USDA approved incineration site. Cost of incineration due to chip size being exceeded and the cost of transportation to the incineration facility will be the responsibility of the Contractor. In the event that the Contractor must bring the chipped/ground/shredded material to a USDA approved incineration site, the contractor must complete and submit tracking forms that record and document loads, load sizes, points of origin, times of departure, points of chipping, times received, points of incineration times received, and volumes of materials at each facility. Each form must contain a place for signature of the USDA representative to verify information listed. The contractor shall make sure that no chips spill out of the truck, and if so, take appropriate steps to clean them up.

3.3.2.1 Tree Stumps

Tree stumps that are not associated with removal of a tree or that are not ground the same day in which removal is scheduled will be billed at the rate for stump grinding. Stumps will be ground to a depth of six (6) to eight (8) inches below grade, backfilled with topsoil and seed applied where necessary.

Tree stumps that are unable to be ground to a depth of six (6) to eight (8) inches below grade because of imbedded objects or obstructions are to be treated with an undiluted Garlon3A and/or Pathfinder II (herbicide) solution using the Stump Treatment method under the Cut Surface Treatment heading (see label). All applications are to be made in accordance with Ohio State pesticide laws and regulations. Treatment will be conducted under observation by USDA personnel (unless otherwise agreed upon by COR and Contractor)

3.3.2.2 Other Woody Debris

At USDA's direction, the Contractor shall also chip any designated firewood or woody debris that USDA determines to be infested. All un-chipped wood must remain within the quarantine area as per the compliance agreement and the executive order.

3.3.2.2.1 Woody Debris Removal in Woodlots

At a minimum all woody debris (host material) greater than ½ inch that under the canopy of the tree to be removed must also be collected and chipped.

3.3.3 Site Restoration (See also 2.10 Damage Claims)

There are at least two types of site restoration. Site restoration due to tree removal and restoration due to stump grinding.

If the Contractor must relocate any fixtures or property (including but not limited to fences, furniture, gates, lawn equipment) necessary to complete the work of this Contract (e.g., for removal and replacement of any obstructing objects that limit accessibility to the tree, shrub or stump to be removed), all fixtures and/or property shall be returned to original site, repaired to its original condition, or if is unable to be repaired, then replaced with an item of equal or better quality at the Contractor's expense.

The restoration of the fixtures to their previous position shall be done prior to final completion of this project. If the object is one that provides its owner with privacy or security, it shall be replaced to its original condition or better, prior to the onset of darkness and prior to the end of the removal operation. The Contractor shall be responsible for said security and all losses, etc. until security has been restored equal to its original form.

Protect adjoining structures, adjoining areas, etc. from damage from tree removal. If damage occurs, the Contractor shall immediately return the damaged areas to original condition at no additional cost to the USDA.

The Contractor is not responsible for restoration of pre-existing damages in pre-logged areas and/or work sites damaged by the property owner or third-party contractors engaged by the property owner, **if** the Contractor makes USDA aware of any pre-existing damages prior to commencing activities at a work site

3.3.3.1 Top Soil Replacement

The excavated area shall be filled with topsoil. The topsoil shall be firmly tamped. Topsoil shall be mounded to three inches (3") above the existing grade to account for further settling. Seed will be applied where necessary. Backfill material shall consist of natural loam topsoil with the addition of humus only, and no other soil type such as sand or clay soil type, shall be accepted. Topsoil must be free from subsoil, obtained from an area which has never been stripped. It shall be removed to a depth of one (1) foot, or less if subsoil is encountered. Topsoil shall be of uniform quality, free from hard clods, stiff clay, hardpan, sods, partially disintegrated stone, lime, cement, ashes, slag, concrete, tar residues, tarred paper, boards, chips, sticks or any other undesirable material. If a truck load of topsoil is considered by the Agency to contain too much undesirable material to be corrected on the site, the entire truck load shall be rejected. No topsoil shall be delivered in a frozen or muddy condition.

In general, if there is existing grass (i.e., not mulch) the ground must be restored using topsoil and grass/seed. Grass and/or seed type must be approved by APHIS.

At a minimum location must be returned to grade.

3.3.3.2 Top Soil Replacement in Unmanaged Woodlots

If there is grass around a tree it is NOT an unmanaged woodlot and restoration must occur in accordance with 3.3.3.1 above. In an unmanaged woodlot chipped material (e.g., from stump grinding) MAY be used to return the site to grade (molded to approximately 3 inches above existing grade to account for further settling). Chipped material shall be chipped to a deregulated size of less than one inch (1") in at least two dimensions.

3.4 Tree DBH Measurement

Diameter at Breast Height (DBH) is ordinarily measured at 4.5 feet (54 inches, approximately 1.3 meters) above the ground, perpendicular to the direction of growth and rounded to the nearest whole number. There are several instances where this must be modified (refer to figure 1). (There are 8 diagrams in figure 1. The diagrams are arranged in numerical order from left to right and top to bottom.)

1. On sloping ground, measure (4.5 ft) on the uphill side of the tree (see diagram 2).
2. If a tree is leaning over, use the "underside" of the trunk to determine 4.5 feet. This means measure 4.5 ft from the base of the tree along the trunk, not straight up from the ground. Should there be a conflict, measuring on the uphill side of the tree takes precedence to measuring on the underside of the tree (see diagrams 3 and 4).
3. If a disruption (a branch, wound, nodal swelling, etc.) is in the way, measure just above the disruption. If the disruption extends more than two inches above DBH (beyond 56" above ground) try to measure just below the disruption. If the disruption also extends more than two inches below DBH (disruption spans entire area from 52" to 56" from ground) measure beyond the disruption as near as possible to 54 inches.(see diagram 5)
4. If there is trunk divergence into multiple trunks below 54 inches (1.3m), then measure diameter at ½ the distance from the point of divergence to the ground (see diagram 6)
5. If there is trunk divergence into multiple trunks at 54 inches (1.3m) then measure just below the point of divergence at the point of "crown swelling" (see diagram 7).
6. Multiple trunk growth will be treated as separate trees if there is no clear trunk divergence above the soil line or in cases where the tree bases are fused or cracking between the trunks exist, it may be necessary to treat these multiple trunks as individual trees. Suckering growth on stumps and blow downs will be treated by measuring the average diameter of the stump or the total diameter of all suckers with a basal diameter of 2 inches or greater; the treatment will be based on the lesser of the two. Treatment of independent suckers growing off of an otherwise dead blow down or stump will be made if the basal diameter of the sucker at the point of divergence is 2 inches or greater.
7. Open-grown trees measuring less than 2 inches in DBH (at 54 inches) may be treated if the basal diameter of the plant is 1 inch or greater. **These sub 2 inch trees may only be treated with the approval of the COTR on a case by case basis.**
8. For measurement of trees growing in unique situations, the COR will make the final determination on treatment DBH.
9. For multiple stems in the same planter, treat as calculated for multi-stems in Table 1. *Example: A containerized planting has several host stems growing in it. Two of the stems are 2 inches in DBH, three stems are sub-2 inches DBH and are 1 inch in basal diameter, and two stems are less than 1 inch in basal diameter. Total treatment diameter for the situation would be (2x2) + (3x1) + (2x0) = 7 inches.*

Visual estimates or guesses will not be accepted from either Contractor or USDA. The COR will be the final deciding official in cases of disputes in measuring these trees.

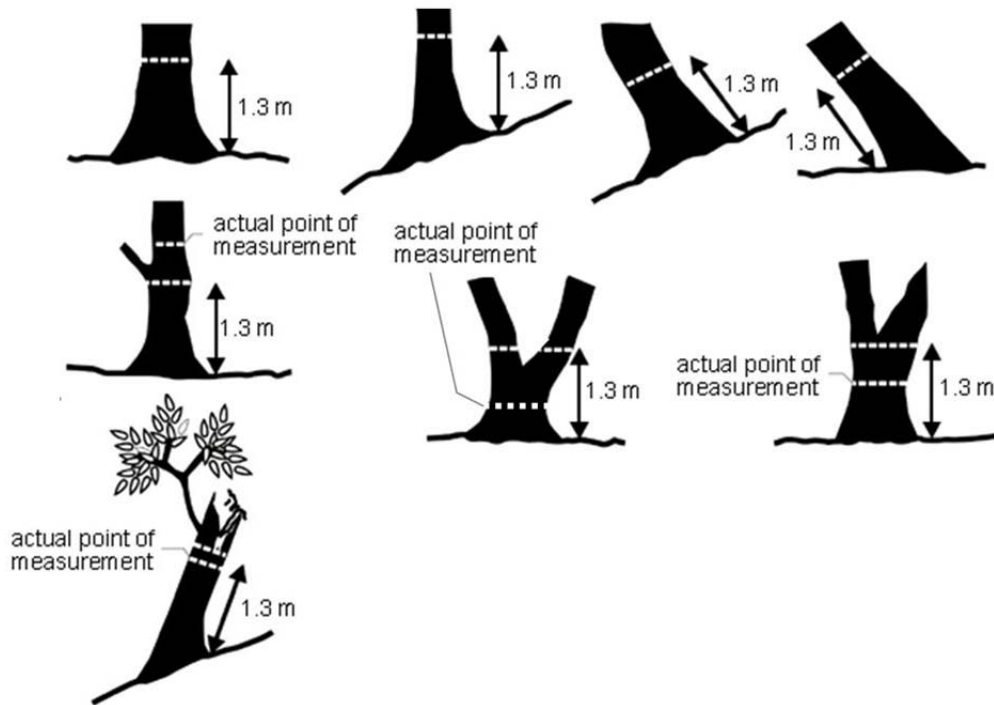


Figure 1

Figure 1. Based upon <http://eqb-dqe.cciw.ca/eman/ecotools/protocols/terrestrial/vegetation/page62.html>
The Ecological Monitoring and Assessment Network

3.5 Access to Work Sites:

Work sites shall be accessed from public roadways.

No thoroughfare of any kind shall be closed without the written consent of the proper authorities.

The Contractor shall, without additional cost to the Government, prevent traffic interference by erecting barricades, or by placing lights, warning signs, cones, flags, etc., in accordance with State and local rules and ordinances.

The Contractor shall not block driveways, or inconvenience property owners, and the general public in any manner.

USDA will contact property owners and acquire permission for Contractor to enter prior to placing any equipment and/or personnel on private property.

3.5.1 Access to Properties:

When performing any services, Contractor shall not block any driveways, alleys, and/or roads with trucks, equipment, and/or debris during the removal so as to interfere with a property owner's egress and ingress.

The Contractor must follow all regulations and directions from the USDA regarding the handling and disposal of the trees infested with ALB and ALB regulated host materials.

USDA will work with the property owners to provide Contractor with access to the property however it is ultimately up to the Contractor to coordinate and get permission to use private individuals land for staging.

3.6 Safety Precautions:

General: The Contractor will perform the work with due care taking precautions against injury to persons, damage to property and interference with vehicular or pedestrian traffic. The Contractor shall take the necessary precautions to ensure the safety of all persons engaged in the work of this Contract. The Contractor shall protect against damage to all existing trees, plants, grass, vegetation, and other fixtures.

All work shall be done to minimize inconvenience to the public and property owner. The Contractor must also prevent interference with traffic by erecting barricades, lights or signs at his/her own expense. Lowering ropes and guidelines are to be used where appropriate. The Contractor is required to follow the rules and regulations of all other agencies and all authorities who have jurisdiction to safeguard the public. No thoroughfare of any kind shall be closed without the written consent of the proper authorities. The Contractor is advised to post "No Parking" signs prior to commencing work. Signs will be taped, not stapled, nailed or tacked to trees. All signs are to be removed upon completion of work.

The contractor shall cooperate with public agencies and utility companies to ensure that service is not disrupted. The Contractor is responsible for giving prior notification to all agencies and utility companies whose services may be impacted by the work.

3.6.1 Protection of Utilities

The Contractor is responsible for notifying the public utility companies (i.e. telephone, electric, gas, and cable) when needed to ensure the safe removal of the tree to avoid causing fires, shocks or sparks damage to wires, cables, poles, boxes or other equipment owned or operated by the public utility companies. The Contractor is also responsible for notifying the utility companies as to when service can be restored and to cooperate with the utility companies to ensure service is restored prior to nightfall each day. The Contractor shall, upon request, provide USDA with its contact names at each utility company.

The Contractor shall inform himself of the locations of all utilities in the vicinity of the assigned site of each tree, and stump removal and shall take suitable care to protect and prevent damage to such utilities from their operations under this Contract.

When performing tree and stump removal adjacent to existing sewers, drains, water and gas lines, electric or telephone or telegraph conduits or cables, poles which are to remain in operation, the Contractor shall maintain such utility equipment and structures in place at his own expense and shall cooperate with USDA, utility companies, homeowners, or other parties owning or operating such utility equipment or structures.

The Contractor shall be responsible for and shall repair all damage to any such utility equipment or structure caused by his act, whether negligent or otherwise, or his omission to act, whether negligent or otherwise shall leave such utility equipment or structure in as good condition as they were in prior to the commencement of his operation under this Contract, however, it is hereby agreed that any such utility equipment or structure damaged as a result of any act, or omission to act, of the Contractor may, at the option of USDA, utility

company, homeowner, or other party owning or operating such utility equipment or structures damaged, be repaired by USDA, utility company, or other party and in such event the cost of such repairs shall be borne by the Contractor.

No scaffolds or ladders shall be left unattended at any time. At night, ladders and scaffolds shall be stored in a safe manner so residents and the public cannot climb on them. All surplus material from sites shall be cleaned up and disposed of in accordance with the applicable requirements. All areas shall be kept clear. The Contractor shall clean, sweep and restore to original condition, all areas of paving, parking, lawns and sidewalk that have been disturbed or dirtied by the work of this contract. This material is to be disposed of in a manner acceptable to authorities having jurisdiction. All necessary associated materials and equipment will be provided so that contract work can be completed, whether or not specifically enumerated.

At the end of each work day, safety/security items such as doors, fences and alarm systems components that were damaged or required removal, replacement or adjustment to perform the removal work will be restored, unless otherwise directed in writing by the USDA's representative.

All tools, materials and equipment from work areas not attended by workers will be removed at the end of the workday and tools will be stored in a locked toolbox or other secure and safe manner.

All barriers, signs, flags, flagmen/flashers, temporary fencing, temporary facility (light, electric, hoisting, etc.) and all other measures required to protect workers/employees and to protect the public as required by code, law and all authorities having jurisdiction and to separate work areas from non-work areas will be provided and maintained.

When working within ten (10) feet of energized conductors, at least one member of the crew must be a qualified electric line clearance tree trimmer

3.6.2 Pesticide Application

The Contractor shall comply with local, State, and Federal laws for the application of chemical treatments, storage and disposal of pesticide, pesticide containers, and pesticide reporting requirements. Certified pesticide applicators shall wear required safety equipment as required by Federal, state, and local laws, regulations and statutes. Any failure to comply with appropriate regulations observed by USDA personnel will result in an immediate work stoppage of all treatments until the infraction has been remedied.

3.7 Mobile Grinding

Mobile grinding may include grinding at different locations as identified by USDA. All specifications are the same as those for stationary grinding except for the following:

Contractor must have capability to cut logs and tree materials as needed to feed the grinding operation from a staging yard that may contain whole trees.

Under no circumstances will regulated material be used on-site for the purpose of ramps, bridges, fill, etc.

Upon completion of grinding operation, the Contractor must restore to the condition existing prior to the grinding operation any environmental damage, including but not limited to all necessary permits of operation, repair of roadways, ditches, fields, fences, etc.

Contractor must show evidence of all applicable permits for operation and transport of equipment.

Contractor must be able to accomplish Contract objective by specified date.

3.8 Required Equipment

Contractor must utilize grinding units with sufficient capacity to complete the work to USDA specifications.

Contractor must provide and show evidence of ability to move equipment to and from both stationary and temporary grinding sites. All equipment must be in full compliance with state and federal department of motor vehicle rules and regulations as well as all applicable safety regulations and be legal for over the road transport.

4.0 Marshaling Yard

The Contractor will be required to have a marshaling yard to service USDA designated tree removal activities. Any marshaling yard shall be utilized only if approved by USDA. The marshaling yard must be within the regulated area. Contractor must provide documentation authorizing the use of the property designated as a marshaling yard. This authorization must be from property owner and local unit of government. USDA will provide information as to desired geographical locations of these yards and will retain final approval of proposed yard(s). The primary purpose of the yard(s) is for ALB host material and the following operational standards will apply:

Contractor must provide all necessary equipment and personnel for complete operation of yard(s). These yards must meet all of the objectives of the project.

During adult beetle emergence (June 1 – October 31) the marshaling yard must be capable of chipping material to its deregulated size (less than 1" in at least two dimensions) within 48 hours of receipt of material.

The Contractor must assure that such yards are fenced, secured, and monitored and that non-ALB host materials and refuse are not deposited in the marshaling yard.

Contractor must provide a liaison to USDA, who will be available for periodic meetings regarding the activities and progress of the operations.

Contractor must provide access to the grinding operation by USDA or other USDA approved parties for purposes of record inspections, research activities etc. within the constraints of health and safety regulations and efficient operations of the yard.

Contractor must receive and grind all ALB host material regardless of origin as determined by USDA. No additional fee will be assessed for any ALB host materials received from USDA designated sites.

4.1 Receipt of Material

The marshaling yard shall receive all landscape ALB host materials that originate from within the ALB regulated area, regardless of whether they are delivered by a public utility, commercial landscape/tree service, or a private individual. USDA shall manage the receipt of the woody debris from these groups at the marshaling yard. The contractor shall designate a drop-off site within the yard to stage this material. The contractor shall be responsible for chipping all woody debris approved for receipt into the yard by USDA.

- Access by public utilities and commercial landscape/tree services: USDA shall open the yard to public utilities and commercial landscape/tree services set hours or by appointment if needed. Initially it is anticipated that USDA will open the yard for a 4 hour period Monday – Friday and 4 hours on Saturday. The contractor does not need to be present at the yard during these time periods.
- Access by private individuals: USDA shall open the yard to private individuals 4 hours on a Saturday one day each month. The contractor does not need to be present at the yard during these time periods.
- As directed by USDA, the frequency of access by both of these groups could increase after a severe storm event that creates a large volume of tree debris requiring disposal and chipping and during certain times of the year (such as spring and fall clean up) or could decrease based on the use of the yard by the various groups.

The Contractor shall not use the marshaling yard for the chipping and disposal of material outside the scope of this contract.

All material from other than the contractor will be approved by USDA APHIS and host material less than 6 inches in diameter will not be accepted from tree care companies. Private individuals may bring in smaller sized material (e.g., pick-up load of brush) but that material will only be accepted by APHIS personnel. Separate agreements may be made with local or state government entities (e.g., Department of Transportation).

As stated above these restrictions may change due to a severe storm event however any ground/chipped materials from any source other than the Contractor will not be accepted by the Contractor.

4.2 Payment

The USDA will pay a per ton price for all ALB host materials ground to a one (1") or less in two or more dimension chip size at the marshaling yard.

4.3 Disposal of Wood Chips

All wood must be chipped, ground, or shredded inside the regulated area to a size of less than one inch (1") in at least two dimensions. Chips of this size are not subject to federal or State regulations and may be disposed of at the Contractor's discretion. Wood chips that exceed this size must be re-chipped to the required specifications.

Contractor must provide independently mobile loading equipment to bring wood to the grinder.

Contractor must provide front-end loader with conventional bucket for loading transport trucks. Chip loading at temporary sites must be done with a loader of sufficient power, reach, and capacity to complete the work to USDA specifications. Chip loading at stationary site can be done with the aid of a ramp, bucket size should be referenced to assure sufficient capacity to load trucks efficiently.

With this proposal, provide full description of all equipment that would be used in grinding operation, including: Current photograph, name, manufacturer, production capacity, age, and horsepower (for horizontal grinder only). If any of the equipment intended for use will be leased, evidence of the lease agreement must be submitted.

5.0 Contract Administration

5.1 Payments

Progress payments are allowed and invoices can be submitted monthly (or at another interval as agreed with the Contracting Officer's Representative).

5.2 Submission of Invoices

Draft invoices should be sent to the Contracting Officers Representative (COR) via email. The COR will confirm the draft is accurate and notify the Contractor to send a hard copy of the invoice to Christine Markham, the National ALB Director with an additional copy to the COR.

The COR confirms services and the National Director's office completes invoice payment.

Christine Markham
National Program Director Asian Longhorned Beetle Eradication Program
USDA APHIS PPQ
920 Main Campus Drive Suite 200
Raleigh, NC 27606
Christine.markham@aphis.usda.gov

5.3 Contracting Officers Representative

The Contracting Officer will designate a [**Contracting Officer's Representative (COR)/Contracting Officer's Technical Representative (COTR)**] at the time of award. The COR/COTR will be the Contractor's local Government contact for contracts awarded against this requirement.

The COR/COTR is responsible for monitoring the performance of work under contracts awarded as written in the contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of the contract be effective or binding upon the Government unless advance authorization is received from the Contracting Officer, and proper contractual documents executed by the Contracting Officer prior to performing the work.

The COR/COTR shall inform the contracting Officer as soon as possible of any understandings, tentative agreements, recommended modifications, and actions or inactions of the Contractor or the Government which could affect the Contractor's ability to comply with the contract performance requirements or completion times.

Whenever, in the opinion of the Contractor, the COR/COTR requests effort outside the scope of the contract, the Contractor shall so advise the COR/COTR. If the COR/COTR persists and there still exists a disagreement as to proper contractual coverage, the Contracting Officer shall be notified immediately.

PROCEEDING WITH WORK WITHOUT PROPER CONTRACTUAL COVERAGE AND APPROVAL OF THE CO COULD RESULT IN A BREACH OF CONTRACT AND NONPAYMENT.

An exception will be considered by the Contracting Officer for additional work determined necessary by the COR/COTR after contract work hours, or on Saturday, Sunday, or Holidays, provided the additional work is within the scope of the contract. If additional work within the scope of the contract is required outside contract work hours, the Contractor and the COR/COTR shall inform the Contracting Officer on the next business day of the circumstances, and request issuance of a contract modification.

The designation (delegation of authority) shall be provided in writing to the COR/COTR and the Contractor. The delegation of authority shall clearly explain the COR/COTR's role and responsibility on the contract, and limitations of authority.

The following contacts are the only persons authorized to provide contract interpretation for the contractor on this contract:

1. Contract Specialist/Contracting Officer – For contract related issues:
Nathan Johnson, Contract Specialist (612) 336-3404
Margie Thorson, Contracting Officer (612) 336-3209
2. Contracting Officers Representative (COR) – The Primary COR has the authority to appoint additional alternate CORs, COTRs, and QA personnel. Alternate COR personnel must have a letter of COR delegation.

Primary:

To be identified at contract award

Alternate COR's

To be identified at contract award

6.0 List of documents, exhibits, and other attachments

- I. ALB Pest Alert
- II. Zone and Location Maps
- III. List of Infested Trees
- IV. Wage Determination 81-1255 Rev 33
- V. Wage Determination 05-2413 Rev 11

7.0 Contract Clauses

7.1 Clauses Included by Reference

52.212-4 Contract Terms and Conditions—Commercial Items (June 2010)

7.2 Clauses Included by Full Text

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Aug 2011)

(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.]

X___ (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.)

X___ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (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).

X___ (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) [52.209-10](#), 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).

___ (8) [52.219-3](#), Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) ([15 U.S.C. 657a](#)).

X___ (9) [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. 657a](#)).

___ (10) [Reserved]

- (11)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Oct 1995) of [52.219-6](#).
- (iii) Alternate II (Mar 2004) of [52.219-6](#).
- (12)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Oct 1995) of [52.219-7](#).
- (iii) Alternate II (Mar 2004) of [52.219-7](#).
- X (13) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- (14)(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](#).
- X (iii) Alternate II (Oct 2001) of [52.219-9](#).
- (iv) Alternate III (Jul 2010) of [52.219-9](#).
- (15) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).
- X (16) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- (17)(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](#).
- (18) [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](#)).
- (19) [52.219-26](#), Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- (20) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).
- X (21) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2009) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (22) [52.219-29](#) Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).
- (23) [52.219-30](#) Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).
- X (24) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- X (25) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- X (26) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- X (27) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- X (28) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- X (29) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- X (30) [52.222-37](#), Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- X (31) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (32) [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](#).)

__ (33)(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.)

__ (34) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

__ (35)(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](#).

X__ (36) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

__ (37) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).

__ (38)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

__ (ii) Alternate I (Jan 2004) of [52.225-3](#).

__ (iii) Alternate II (Jan 2004) of [52.225-3](#).

X__ (39) [52.225-5](#), Trade Agreements (AUG 2009) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

X__ (40) [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).

__ (41) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

__ (42) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

__ (43) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

__ (44) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

X__ (45) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

__ (46) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

__ (47) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).

__ (48) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

__ (49)(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.]

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

WD 81-1255 (Rev.-33) 06/17/2011
WD 05-2413(Rev.-11) 06/17/2011

X__ (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.*).

Code	Title	Grade
8000	Forestry and Logging Occupations	
8010	BRUSH/PRECOMMERCIAL THINNER	GS-4
8040	CHOKER SETTER	WG-3
8070	FALLER/BUCKER	WG-5
8130	FORESTRY EQUIPMENT OPERATOR (Includes Tractor Operator, Planting; Tractor Operator, Site Preparation; and Tractor Operator, Thinning)	WG-6
8160	FORESTRY/LOGGING HEAVY EQUIPMENT OPERATOR (Loader Operator, Skidder Operator)	WG-8
8190	FORESTRY TECHNICIAN	WG-8
8200	FORESTRY TRUCK DRIVER (see Truck Drive)	WG-8
8250	GENERAL FORESTRY LABORER	WG-2
8310	SLASH PILER/BURNER	GS-4
8340	TREE CLIMBER	GS-5
31361	TRUCK DRIVER, LIGHT	WG-6
	Straight truck, less than 1 1/2 tons, usually 4 wheels	
31362	TRUCK DRIVER, MEDIUM	WG-7
	Straight truck, 1 1/2 to 4 tons inclusive, usually 6 wheels	
31363	TRUCK DRIVER, HEAVY	WG-8
	Straight truck, over 4 tons, usually 10 wheels	
31364	TRUCK DRIVER, TRACTOR-TRAILER	WG-8
	A trailer having a set or several sets of wheels at the rear only, with the forward portion being supported by the truck tractor or towing vehicle.	
11270	TRACTOR OPERATOR	WG-5
23440	HEAVY EQUIPMENT OPERATOR	WG-10

X__ (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) ([41 351](#), *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](#).

(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)

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates are the rates of the most recent base or option period and may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days of contract expiration (base or option year). For the purposes of this clause the date of contract expiration is the second Monday in February.

(End of clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000).

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years and 6 months.

(d) For purposes of this clause the date of contract expiration will be the second Monday in February.

(End of clause)

52.246-4 Inspection of Services—Fixed-Price (Aug 1996)

(a) Definition. "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 re-performance, 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.

(End of clause)

52.252-2 Clauses Incorporated by Reference (Feb 1998).

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

<http://acquisition.gov/far/index.html>

(End of Clause)

452.228-71 Insurance Coverage (Nov 1996) Alternate I (Nov 1996)

The Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

(a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance

policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(b) General Liability.

(1) The Contractor shall have bodily injury liability coverage written on a comprehensive form of policy of at least \$500,000 per occurrence.

(2) The Contractor shall have property damage liability insurance shall be required in the amount of \$500,000 per occurrence.

(c) Automobile Liability. The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and 500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage or loss.

(d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of Clause)

452.237-74 Key Personnel (Feb 1988)

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

Project Manager for overseeing all contracts
Arborist (if separate from above positions)
Foreman

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

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

(End of Clause)

8.0 Contract Provisions

8.1 Contract Provisions Included by Reference

52.212-1 Instructions to Offerors—Commercial Items (June 2008)

52.215-22 Limitations on Pass Through Charges – Identification of Subcontract Effort (Oct 2009)

8.2 Contract Provisions Included by Full Text

52.212-2 Evaluation—Commercial Items (Jan 1999)

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

Price,

Past Performance

Past performance is a measure of the degree to which an offeror has satisfied customers in the past, and complied with federal, state, and local laws and regulations. Offeror's with no past performance information will be given a neutral rating.

Technical Capability

Technical Capability consists of five equally weighted sub factors. See also section 1.2.2 Items Required to be Submitted for Award and 2.3 Minimum Qualifications

Detailed Work Plan Tree Removal

Provide a detailed work plan for the removal of 3500 infested trees including the stump grinding of removed trees, and the treatment of stumps with Garlon 3A or Pathfinder II for stumps that cannot be destroyed by stump grinding by 01 April 2012.

At a minimum this must contain an organizational chart (showing number of teams, personnel per team, etc.) and a production timeline. The timeline must include anticipated holidays and weather delays. The 01 April 2012 is a hard date which is contained in the Endangered Species Act (ESA) Assessment.

Higher ratings will be given to companies that have a logical plan that shows the ability to increase or decrease production as necessary to account for lower than expected production numbers, increased weather delays, etc.

Detailed Work Plan Marshaling Yard

Provide a detailed work plan for the establishment and management of a marshaling yard (Section 4).

At a minimum this must include a list of equipment and an organization chart (including a list of employees certified to use the equipment).

During adult beetle emergence (June 1 – October 31) the marshaling yard must be capable of chipping material to its deregulated size (less than 1" in at least two dimensions) within 48 hours of receipt of material. The work plan must include contingencies for replacement or repair of broken equipment.

Higher ratings will be given to companies who have a logical and flexible plan.

Key Personnel

Key personnel include all foreman, the project manager, and project arborist.

Higher ratings will be given to personnel with more education and/or experience in tree removal and the establishment and management of a marshaling yard.

Experience

At a minimum this must include a company narrative describing company capabilities, years in business, arboriculture experience and 3-5 references (these can be the same references provided for past performance)

In addition provide a table of available employees, years of experience, and any certifications (International Society of Arboriculture certifications, State certifications, etc.).

There is the potential for working near power lines so companies must have an adequate number of individuals with line clearance certifications.

There is a potential for working with pesticides so companies must have an adequate number of individuals with valid State of Ohio pesticide application licenses.

A higher rating will be given to companies with more experience in conducting tree removals.

Other required items

These items will be rated on a pass fail basis. Companies that do not have these items are not eligible for award:

Bonded (if applicable) and insured at the minimum levels established by the State of Ohio, or by the Federal Acquisition Regulation (FAR), whichever is higher.

Valid Ohio Pesticide Application Business License (provide a copy of this license with the bid documents). If the Contractor is subcontracting this work, then the Contractor must provide the name of the subcontractor and a copy of their license with the bid documents.

Quality Assurance Plan

The contractor must have a detailed quality assurance plan. It should cover verification of tree removals, property restoration, and handling of complaints.

A higher rating will be given to companies with a detailed quality assurance plan

Attendance at the pre-proposal conference

While attendance at the pre-proposal conference is not necessary due to the nature of this work, attendance will be recorded and a higher rating will be given to contractors who attend the pre-proposal conference.

Technical Capability and Past Performance, when combined, are approximately equal to price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

(End of Provision)

52.212-3 Offeror Representations and Certifications—Commercial Items (May 2011).

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the

United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

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

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

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It o is, o is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It o is, o is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB

concern or concerns that are participating in the joint venture: _____. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) [Complete only if the solicitation contains the clause at FAR [52.219-23](#), *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns*, or FAR [52.219-25](#), *Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting*, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(11) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern

participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No. Country of Origin

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":
Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No. Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer

determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples*.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).*]

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

Listed End Product	Listed Countries of Origin

(2) *Certification.* [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.*]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror does does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror does or does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\) and 3325\(d\)](#), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

o TIN: _____.

o TIN has been applied for.

o TIN is not required because:

o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

o Offeror is an agency or instrumentality of a foreign government;

o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(5) *Common parent.*

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:
 - Name _____.
 - TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code [25 U.S.C. 7874](#).

(2) *Representation.* By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Sanctioned activities relating to Iran.*

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if—

- (i) This solicitation includes a trade agreements certification (e.g., [52.212-3](#)(g) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

52.237-1 Site Visit (Apr 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

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

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

(End of provision)