

Recorder's Office Cover Sheet

Recording Requested By:

Name: Ryan Stanton

Department: Community Services



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KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: _____

7-13-2021
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

BY MP DEPUTY

H-T Christmas Tree Sales Agreement

Agreement Number: 12026119H9044
(To be issued upon signature by Government.)

Correspondence Address:					
Name:	Douglas County Community and Senior Center				
Address:	1329 Waterloo Ln				
City:	Gardnerville	State:	NV	Zip Code:	89410
DUNS:		Tax ID	88-6000031		
Accept CC?	Yes	POC	Ryan Stanton		
Phone #:	775-690-0368	Email	rstanton@douglasnv.us		

OBJECTIVE:

The objective of the H-T National Forest vending program is to make charge permits readily available to the Public at convenient locations which have extended operating hours.

DEFINITIONS:

Vendor - The business, partnership, company, or corporation which has agreed to sell Forest Service permits at its place of business.

Service - The USDA Forest Service.

Vendor Agreement - Signed and accepted, whereby Vendor agrees to assume responsibility for the sale of Service permits and the remittance of monies obtained therefrom, and the Service agrees to make such permits readily available for the Vendor's business use.

Permitee - The purchaser of a permit.

Permit - A Personal Use permit.

AGREEMENT:

The Undersigned hereby agrees to provide the services described below under the terms and conditions set forth herein.

A. The Service Agrees:

1. To provide, at no cost to Vendor, the necessary Permits and informational material to carry out the Permit issuing service. All supplies and materials will be delivered to the Vendor at his place of business.
2. To provide the Vendor, at the time of delivery, a list of the number of Permits consigned to the Vendor.
3. To provide the Vendor with written receipt for all payments or Permits.

4. To pay the Vendor N/A per permit for Fuel Wood, \$1.00 per Christmas tree and or N/A per River pass for the service of selling Permits for the H-T National Forest, from the time of signature by both parties through 12/31/2023.

B. The Vendor Agrees:

1. To engage in the vending of Service Permits.
2. To accept responsibility and maintain accountability measures and safe keeping procedures as directed by the Forest Service for all Permits.
3. That all monies collected from the sale of each Permit are and will remain the property of the Forest Service. Vendor will not accept foreign bank checks or foreign currency for transfer to Forest Service.
4. To provide cash bond or assignment of savings account for protection from loss of receipts from the time of signature by both parties through 12/31/2023, for the value of the Permits issued to the Vendor for a 7-day period. The value established for each Fuel Wood permit is N/A, each Christmas tree permit is \$10.00 and river pass is N/A.

In lieu of a bond, the vendor may provide, either cash or cashier's check in the amount of \$2,000.00, Irrevocable Letters of credit valid through 12/31/2023, or assignment of savings.

5. Make no refunds to the public for permits previously sold.
6. Attachments with handout material are in adequate supply and properly maintained.

I. Vendor Payment to Forest Service

A. The Vendor is required to remit the value of all monies received from the sale of Permits. Remittance shall be made as follows:

1. Whenever the amount on hand reaches the bond amount, or
2. Weekly, regardless of the amount. (Contact your POC for coordination of remittance)

B. Vendor shall remit funds to the Unit Collection Officer in the form of cash, business draft, personal check, or money order. Payment shall be made to "USDA Forest Service, H-T NT". In the event of non-sufficient fund checks, Service shall resubmit such checks for payment.

II. Permit Accountability

A. The Permits are property of the United States until payment for same has been made by the Vendor and received by the Service.

B. The Service will normally issue Permits sufficient for 1-week vending operations. Following the initial delivery by the Service, the Vendor is responsible for initiating additional deliveries.

C. Vendor signature will be required to verify delivery and receipt of Permits. Permits will be hand delivered. Form AD-107, Report of Transfer, will be utilized for consignment documentation.

D. For purposes of consigned property control, the following accountability methods will be used:

- (1) Vendor shall make available for Service inspection all unsold Permits upon request by an authorized Forest Officer. Said Forest Officer shall perform their duties in a manner which does not unduly interfere with the Vendor in the performance of its business.

(2) Service shall bill the Vendor *N/A* for each unaccounted Fuel Wood tag, \$10.00 for each unaccounted Christmas tree tag, and *N/A* for each unaccounted River pass unless Permits are lost due to fire, robbery, or natural disaster. Payment for such Permits shall be made within 15 days of billing.

(3) Annually, by **January 30th**, all accounts shall be closed by the Vendor and the Service. The Vendor is required to return all unused Permits and information packets.

III. Permit Issuing Procedures

A. The Vendor is responsible for establishing and maintaining all facilities necessary for Permit issuing services.

B. Permits are to be sold upon request without regard to permittee's race, color, creed, or national origin.

C. A Fuel Wood Permit will be sold according to the following methods:

- (1) Purchasing more than 10 cords of fuel wood by an individual or household per calendar year is prohibited. The intent of the personal use fuel wood program is to provide residential, household use. Requests for transactions in excess of 10 cords are an indication of commercial use. The Vendor will not knowingly issue more than 10 cords to an individual or household. The Service will review issued permits to insure that Permittees are not utilizing the program for business activities. The minimum purchase associated with the sale of Fuel Wood Permits is *N/A* cords.
- (2) Fill-in all highlighted areas on the attached Exhibit. Your Vendor Number is 12026119H9044 for the 1329 Waterloo Ln, Gardnerville, NV 89410 location.
- (3) Upon completing the Fuel Wood Removal Permit, one (1) Personal Use Fuel Wood Permit and one Personal Use Fuel Wood Brochure (map) will be issued with each sale transaction. The permit is validated (becomes a legal permit) when the Vendor has (a) sold the requested Fuel Wood Permit and received appropriate payment from the Permittee, and (b) the Permittee has agreed to the conditions of the permit as witnessed by the Permittee's signature.
- (4) Both copies of Permit must be signed by Permittee and Vendor.
- (5) After the transaction is completed Vendor will record the permit issuance on the Fuel Wood Log register provided by the Forest Service.

D. Christmas Tree Permit will be sold according to the following methods:

- (1) Allow (2) Christmas tree permits per family.
- (2) Permittee must fill out and sign the tag upon issuance.
- (3) Record the tag number.

E. River Passes will be sold according to the following methods

- (1) Allow Unlimited permits per family
- (2) Both copies of Permit must be signed by Permittee and Vendor

IV. Payment to the Vendor by the Permittee

A. It shall be the responsibility of the Vendor to obtain payment for all Permits sold. Vendors may accept payment in the forms of cash, personal check or credit/debit card, commensurate with its daily business transactions. Personal checks may be made payable to either the Vendor or to the "USDA - FOREST SERVICE."

B. The Vendor shall not be liable for insufficient fund checks by the Permittee when payment has been made payable to the USDA Forest Service. The Vendor shall be liable for insufficient fund checks made out in the Vendor's name. It is preferable that checks be made payable to USDA Forest Service.

V. Termination or Suspension of Vendorship

A. Vendorships may be unilaterally terminated by the Vendor or Service, upon 30-day written notice to the other party.

The Forest POC for this vendor agreement will be:

Eric Sundell, 1536 South Carson St, Carson City, NV 89701 775-364-4955

The Vendor may advertise the availability of permits through their commercial outlet(s). Other promotional activities utilizing the permits must be approved by the USDA Forest Service Contracting Officer prior to implementation. Requests for promotional approvals may be sent to the forest POC.

VI. Payment for services

Please provide an invoice to Adrienne Thatcher at the H-T for the number of Fuel Wood/Christmas tree/river passes sold. Payment will be paid by credit card.

This agreement is terminated **12/31/2023**. All financial transactions must be completed prior to termination of contract.

ACCEPTANCE BY:	
USDA FOREST SERVICE	VENDOR
Title, Signature	Title, Signature
<i>F.X. O'Connor, Jr</i>	<i>Community Services Dir, Scott Morgan</i>
Date: 070621	Date: 6/30/21

CONTRACT TERMS AND CONDITIONS

ADDENDUM TO FAR CLAUSE 52.213-4, TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)

CLAUSES INCORPORATED BY REFERENCE

52.232-36 Payment By Third Party (May 2014) Refers to payment by Government credit card

CLAUSES INCORPORATED BY FULL TEXT

52.213-4 Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items) (Jan 2019)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

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

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

(iii) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

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

(v) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(vi) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

(viii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

- (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
- (iii) 52.232-11, Extras (Apr 1984).
- (iv) 52.232-25, Prompt Payment (Jan 2017).
- (v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).
- (vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
- (vii) 52.233-1, Disputes (May 2014).
- (viii) 52.244-6, Subcontracts for Commercial Items (Jan 2019).
- (ix) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$30,000 or more).
- (ii) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold).
- (iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (May 2014) (41 U.S.C. chapter 65) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iv) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212) (Applies to contracts of \$150,000 or more).
- (v) 52.222-36, Equal Employment for Workers with Disabilities (Jul 2014) (29 U.S.C. 793) (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212) (Applies to contracts of \$150,000 or more).

(vii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf.)

(viii)(viii)

(A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).

(B) Alternate I (Mar 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(ix) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia).

(x) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United states (the 50 States and the District of Columbia.))

(xi) 52.213-4, Terms and Conditions – Simplified Acquisitions (Other than Commercial Items).

(xii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(xiii) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693) (Applies to contracts for products as prescribed at FAR 23.804(a)(1)).

(xiv) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xv) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—

- (A) Delivered;
- (B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;
- (C) Furnished by the Contractor for use by the Government; or
- (D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).

(xvi) 52.223-20, Aerosols (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvii) 52.223-21, Foams (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities).

(xviii) 52.225-1, Buy American —Supplies (May 2014) (41 U.S.C. chapter 83) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

- (A) Is set aside for small business concerns; or
- (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

(xix) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information).

(xx) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (Applies when the payment will be made by EFT

and the payment office does not use the SAM database as its source of EFT information.)

(xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App.1241) (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Jun 2016) (Applies to contracts when the contractor of a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.)

(ii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (Applies to contracts over \$35,000).

(iii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).

(iv) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) *FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)*. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post acceptance rights --

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

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

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

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

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

(End of Clause)

Douglas County - State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this 13th day of July, 20 21

By _____ Deputy